NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONERS COURT
September 13, 2022
9:30 A.M.

The Commissioners Court of Williamson County, Texas will meet in regular session in the Commissioners Courtroom, 710 Main Street, in Georgetown, Texas to consider the following items:

1. Review and approval of minutes.

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

CONSENT AGENDA
The Consent Agenda includes non-controversial and routine items that the Court may act on with one single vote. The Judge or a Commissioner may pull any item from the consent agenda in order that the court discuss and act upon it individually as part of the Regular Agenda.
(Items 3 – 46)

3. Discuss, consider and take appropriate action regarding a line item transfer for County Court-at-Law 3.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0428-004010	Visiting Judges	$1,000.00
To	0100-0428-003005	Office Furniture	$1,000.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0475.003901	Publications/Books/Periodicals	$1,875.65
To	0100.0475.003005	Office Furniture	$1,875.65
From	0100.0475.004902	Co Atty Leg Supp	$6,000.00
To	0100.0475.004232	Training/Conf./Seminars	$6,000.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0540-005000	Capital Outlay > $5,000	$4,900.00
To	0100-0540-003107	Medical Equipment	$4,900.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0540-003307	Pharmaceuticals	$10,000.00
To	0100-0540-003200	Medical Supplies	$10,000.00

7. Discuss, consider, and take appropriate action on a line item transfer for Regional Animal Shelter Fund.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0545.0545.004505	Software Maintenance	$739.88
From	0545.0545.004419	Property Insurance	$386.80
From	0545.0545.003001	Small Equipment	$647.29
From	0545.0545.003011	Computer Software	$144.00
From	0545.0545.004414	Vehicle Insurance	$141.75
From	0545.0545.004621	Copier Supplies	$520.00
From	0545.0545.004500	Maintenance Contracts	$1,477.18
From	0545.0545.003311	Uniforms	$541.32
To	0545.0545.004543	Repairs to Equipment	$4,598.22

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0560.003010	Computer Equipment	$5,000.00
To:	0100.0560.004968	Care of Animals	$5,000.00

9. Discuss, consider, and take appropriate action on a line item transfer for the Corrections Department.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0570.003318	Janitorial Supplies	$3,000.00
To	0100.0570.004500	Maintenance Contracts	$3,000.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0509.003105	Paper Supplies	$16,300.00
To	0100.0509.004232	Training	$700.00
To	0100.0509.003905	Bottle Water	$600.00

To	0100.0509.004510	Facility Maintenance & Repair	$15,000.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0882.0882.004510	Facility Maint & Repair	$6976.00
From	0882.0882.004547	Fuel Site Repair	$704.00
To	0882.0882.004100	Professional Services	$7680.00

12. Discuss, consider, and take appropriate action on approving property tax refunds over $2,500.00 thru 09/07/2022 for the Williamson County Tax Assessor/Collector.

13. Discuss, consider, and take appropriate action on authorizing the disposal of various county vehicles(s) and equipment assets through Internal Department Transfer including one (1) Motorola APX 7500 Dual Band - Remote Mount MA1027 pursuant to Tx. Local Gov't Code 263.152. The transfer of this equipment will benefit the Wireless Communications department.

14. Discuss, consider, and take appropriate action to approve the County Attorney July 2022 Monthly Report in compliance with Code of Criminal Procedure 103.005.

15. Discuss, consider, and take appropriate action to approve the County Attorney August 2022 Monthly Report in compliance with Code of Criminal Procedure 103.005.

16. Acknowledge the Continuing Education Transcript of Commissioner Cook's yearly training.

17. Discuss, consider, and take any appropriate action designating Tuesdays of each month during Fiscal Year 2023 as the Regular Term or Regular Meeting day of the week of the Williamson County Commissioners Court and all other meetings or sessions of Commissioners Court being Special Terms or Special Meetings; with such meetings being held in the Williamson County Commissioners Courtroom on the second floor of Williamson County Courthouse, 710 Main Street, Georgetown, Texas (unless otherwise amended or provided by the Williamson County Commissioners Court) [Tex. Loc. Gov't Code § 81.005].

18. Discuss, consider and take appropriate action on the engagement of the law firm of Husch Blackwell to represent Williamson County in relation to an emergency medical services billing contract issue; 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).

19. Discuss, consider, and take appropriate action on awarding RFQ #22RFSQ129 Real Estate Broker Pool for As-Needed Real Estate Services for the sale of real property for Williamson County to the recommended firm of Jones Lang LaSalle Brokerage, Inc. Statement of Qualifications shall be honored for five (5) years from the date they are submitted.

20. Discuss, consider and take appropriate action on approving the pricing schedule from Redwood Toxicology Laboratory, Inc. a division of Abbott for lab services and testing with related products and supplies, pursuant to Sourcewell Contract #011222.

21. Discuss, consider, and take appropriate action on the approval of a Non-Disclosure Agreement (NDA) with Social Solutions Global, Inc., a potential vendor, to allow the EMS Department a trial period with their new medical field software, Apricot 360.

22. Discuss, consider and take appropriate action on approving a Contract for Fixed Asset Management Program and Software (BuyBoard Contract #625-20) between Williamson County and RCI Technologies, Inc. for the annual amount of $48,000.00 and authorizing execution of the contract.

23. Discuss, consider, and take appropriate action on approving the annual request to exempt from competitive bidding/proposal requirements, pursuant to Tex/Loc. Gov't Code Section 262.024(11) ("Vehicle ad Equipment Repairs") (i.e. those not covered by insurance coverage and that are paid for from County Funds) for FY22/23 based on criteria and definitions provided by the Williamson County Purchasing Agent.

24. Discuss, consider, and take appropriate action on approving the Agreement with Williamson County and Environmental Systems Research Institute, Inc. (ESRI) for ArcGIS System Support for a total of $11,956.00 pursuant to DIR Contract #DIR-CPO-4699, and authorizing the execution of the renewal agreement.

25. Discuss, consider and take any appropriate action regarding termination of Master Service Agreement for Open Records Management Web Based Software with NextRequest Co and authorize County Judge to sign letter proving 30-day notice of termination.

26. Discuss, consider and take appropriate action on approving the Agreement between Williamson County and Mobile Wireless LLC, in the amount of $68,564.45, to provide NetMotion VPN platform functionality, per the terms of DIR Contract #DIR-CPO-4723, and authorizing execution of the agreement.

27. Discuss, consider, and take appropriate action on approving the Service Order between Williamson County and Spectrum Enterprise for additional bandwidth for $5,400.00 total per month for five (5) Williamson County office locations (see attached list). This service is exempted under Texas Local Government Code Section 262.024(a)(7)(C) "for a utility service".

28. Discuss, consider, and take appropriate action on approving the proposal between Williamson County and Knight Security Systems for ten (10) Axis P3245-LV interior network cameras, for a total of $24,233.14, with an annual recurring cost of $2,736.48, pursuant to DIR Contract #DIR-CPO-4494, and authorizing the execution of this Proposal.

29. Discuss, consider, and take appropriate action on approving the quote between Williamson County and Cellebrite, Inc. for training for the total amount of $1,495.00, and authorizing the execution of the quote.

30. Discuss, consider and take appropriate action to accept a donation of (4,000) off brand (croc style) shoes to be used in the Corrections Bureau of the Sheriff's Office from Evelyn Walberg with Walberg Enterprises pursuant to Tex. Loc. Gov't Code 81.032.

31. Discuss, consider and take appropriate action to occupy the available office space at the Jester Annex (Rm. 119) for Veteran Services.

32. Discuss, consider and take appropriate action on accepting a report from Falkenberg Construction, Change Order No. 1 for the Williamson County Southwest Regional Park Remote Restrooms project (P560). This is a deductive change order for ($11,000) with no time additional time requested. Funding Source is P560.

33. Discuss, consider and take appropriate action on Vaughn Construction, Change Order No. 1 for the Children's Advocacy Center Addition project (P530) for $102,174. No time extension is required. Funding Source is P530.

34. Discuss, consider and take appropriate action on Vaughn Construction, Change Order No. 2 for the Children's Advocacy Center Addition project (P530) for $108,537. No time extension is required. Funding Source is P530.

35. Discuss, consider and take appropriate action on accepting a report from Vaughn Construction, Change Order No. 3 for the Children's Advocacy Center Addition project (P530) for various changes in scope. This is a no-cost change order, and no time extension is required. Funding Source is P530.

36. Discuss, consider, and take appropriate action on ratifying the Purchase Order #181407 to 5-F Mechanical, Inc. for emergency repairs of leaking HVAC unit at Jester Annex in the amount of $9,329.13, exempting this purchase from competitive bidding requirements per Texas Local Government Code Discretionary Exemptions 262.024 (a)(3) [an item necessary because of unforeseen damage to public property].

37. Discuss, consider, and take appropriate action on ratifying the Purchase Order #181411 to 5-F Mechanical, Inc for emergency replacement of HVAC system at the Williamson County Jail IT Server Room located at 508 Rock Street, Georgetown, TX 78627 in the amount of $29,524.07, exempting this purchase from competitive bidding requirements per Texas Local Government Code 262.024. (a)(2) [An item necessary to preserve and protect the public health or safety of the residents of the county].

38. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids under RFP #22RFP146 for Solid Waste and Recycling Services at Various locations throughout Williamson County.

39. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids under RFP 22RFP143 Commercial Lease of 311 N. Main St., Georgetown, Texas.

40. Discuss, consider and take appropriate action on Supplemental Work Authorization No 1 to Work Authorization No 3 under Williamson County Contract between Diamond Surveying and Williamson County dated May 19, 2020 for On Call Surveying Long Range Transportation Plan Controlled Access Facility Right of Way. Funding source: P457.

41. Discuss, consider and take appropriate action on Supplemental Work Authorization No 2 to Work Authorization No 4 under Williamson County Contract between Diamond Surveying and Williamson County dated May 19, 2020 for Surveying Services for CR 201 from CR 200 to Approximately 1,100 feet North of Umbrella Sky. This supplemental is to extend the expiration date to July 1, 2022. Funding source: P499.

42. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids under IFB #22IFB144 Hydrated Lime Slurry for Road and Bridge Department.

43. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids under IFB #22IFB145 Limestone Rock Asphalt for Road and Bridge Department.

44. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids under RFQ #22RFSQ147 On-Call Materials and Geotechnical Engineering Services for Road and Bridge Department/HNTB.

45. Discuss, consider, and take appropriate action on approving service contract for installation of a curb system on Gattis School Road by D.I.J. Construction, Inc. in the not-to-exceed amount of $11,673.75 and authorizing the execution of this agreement.

46. Discuss, consider and take appropriate action on ratifying and approving the preliminary plat for the Mejia Ranch subdivision – Precinct 4.

REGULAR AGENDA

47. Discuss, consider and take appropriate action on recognizing Williamson County EMS's re-accreditation by the Commission on Accreditation of Ambulance Services (CAAS).

48. Discuss, consider and take appropriate action on approving a Proclamation designating October for Domestic and Teen Dating Violence Awareness Month.

49. Discuss, consider, and take appropriate action on the Williamson County Strategic Plan.

50. Discuss, consider and take appropriate action regarding the following upcoming key benefit dates and events:

- September 28th In person 2022 Annual Benefit Fair & Wellness Expo
- September 26th - October 7th, 2023 Benefits Open Enrollment Period
- December 21st - Wellness Actions for 2022 completion date
- All employees and covered spouses enrolled in a Wilco Medical Plan will need to enroll in the Virgin Pulse Wellness Platform

51. Discuss, consider and take appropriate action on the supervisory structure, job duties and funding source for Mental Health Specialist PCN.1185.

52. Consider authorizing advertisement and setting a date for the public hearing on the 2022-2023 County Clerk's Records Archive Fund Plan for September 20th at 9:30AM.

53. Discuss and take appropriate action on ordering the General Election to be held on Tuesday, November 8, 2022.

54. Discuss, consider and take any appropriate action regarding the authorization for Williamson County to participate in a joint election with other political subdivisions to be conducted on November 8, 2022.

55. Discuss, consider and take appropriate action for establishing the Central Counting Station and the appointment of officers to serve at the Central Counting Station for the election to be held on November 8, 2022.

56. Discuss, consider and take appropriate action regarding resolution relating to a public hearing and approving financing by the Clifton Higher Educational Facilities Corporation for the benefit of Divine Savior Academy-Santa Rita, Inc. and related matters in compliance with Section 147(f) of the Internal Revenue Code (Note: The proposed resolution approving the bonds does not create any liability for Williamson County).

57. Discuss, consider and take appropriate action on a Statewide Automated Victim Notification Service (SAVNS) Maintenance Grant Contract with the Office of the Attorney General for SAVNS grant program funding for Fiscal Year 2023.

58. Discuss, consider and take appropriate action on approving the agreement between Del Carmen Consulting, LLC and Williamson County for the Sandra Bland Act and the Texas Racial Profiling Law Compliance and Related Services for the Williamson County Sheriff's Office in the not-to-exceed amount of $8,000.00, 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)., and authorizing execution of the agreement.

59. Discuss, consider and take appropriate action regarding approval and receipt of the Standard Agreement with Parkside at Mayfield Ranch Municipal Utility District for off duty contracting of County Sheriff Deputies to be effective October 1, 2022.

60. Discuss, consider and take appropriate action regarding approval and receipt of the Standard Agreement with Williamson County Municipal Utility District #12 for off duty contracting of County Sheriff Deputies to be effective October 1, 2022.

61. Discuss, consider and take appropriate action to authorize the Williamson County Sheriff's Office to apply for the Criminal Justice Division Bullet-Resistant Shield Grant Program.

62. Discuss, consider and take appropriate action regarding approval and receipt of Vehicle Reimbursement Agreement with Hart Intercivic for off duty contracting of County Sheriff Deputies to be effective October 1, 2022 (3800 Quick Hill Rd.)

63. Discuss, consider and take appropriate action to authorize the Williamson County Sheriff's Office to accept the Texas Department of Transportation (TXDOT) FY2023 Selective Traffic Enforcement Program (STEP) Comprehensive Grant.

64. Discuss, consider, and take appropriate action on Agreement for Program Director for the Williamson County Transformative Justice Program between Williamson County and Terence Davis; and exemption of such services from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemption for personal or professional services, as set forth under Tex. Loc. Gov't Code 262.024(a)(4).

65. Discuss, consider, and take appropriate action on an Agreement for Legal Services for the Williamson County Transformative Justice Program between Williamson County and JR Hancock; and exemption of such services from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemption for personal or professional services, as set forth under Tex. Loc. Gov't Code 262.024(a)(4).

66. Discuss, consider, and take appropriate action on an Agreement for Legal Services for the Williamson County Transformative Justice Program between Williamson County and Jo Poenitzsch; and exemption of such services from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemption for personal or professional services, as set forth under Tex. Loc. Gov't Code 262.024(a)(4).

67. Discuss, consider, and take appropriate action on an Agreement for Case Management Services for the Williamson County Transformative Justice Program between Williamson County and Jordan Jamar; and exemption of such services from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemption for personal or professional services, as set forth under Tex. Loc. Gov't Code 262.024(a)(4).

68. Discuss, consider, and take appropriate action on an Agreement for Case Management Services for the Williamson County Transformative Justice Program between Williamson County and Krystal Scott; and exemption of such services from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemption for personal or professional services, as set forth under Tex. Loc. Gov't Code 262.024(a)(4).

69. Discuss, consider, and take appropriate action on awarding RFP #22RFP112 Tennis Operations and Pro Shop Manager - Southwest Williamson County Regional Park, to the highest scoring proposer, Rippner Tennis, LLC.

70. Discuss, consider, and take appropriate action on authorizing the service contract between Falkenberg Construction Company and Williamson County for a Refresh of the Building Exteriors and Splash Pad Cistern Metal Roof Replacement at Southwest Regional Park in the amount of $249,935.00, pursuant to Buy Board Contract 581-19 and authorizing the execution of the agreement. Funding Source is P-593

71. Discuss, consider, and take appropriate action on awarding IFB #22IFB139 FM 3349 at US 79 to the lowest and best bidder, James Construction Group, LLC, in the amount of $81,941,038.13 and authorizing the execution of the agreement. Funding Source is P332.

72. Discuss, consider, and take appropriate action regarding Change Order No. 2 in the amount of $100,234.16 for Project T4327 Great Oaks Drive Improvements (DeNucci Constructors) P: 270 Funding Source: Road Bond.

73. Discuss, consider, and take appropriate action regarding Change Order No. 1 in the amount of $26,798.12 for Project T5023 CR 200 Reconstruction (MA Smith Contracting) P: 285 Funding Source: Road Bond.

74. Discuss, consider, and take appropriate action regarding Change Order No. 2 in the amount of $4,058.92 for Project T5023 CR 200 Reconstruction (MA Smith Contracting) P: 285 Funding Source: Road Bond.

75. Discuss, consider, and take appropriate action regarding Change Order No. 2 in the amount of ($41,610.00) for Project 22IFB68 Wyoming Springs Intersection Improvements at Smyers Lane (MA Smith Contracting) P: 339 Funding Source: Road Bond.

76. Discuss, consider, and take appropriate action regarding Change Order No. 1 in the amount of ($68,961.25) for Project 21IFB20 Coupland Project (S. Broad & Muery St) (Chasco Constructors) P: 373 Funding Source: Road Bond.

77. Discuss, consider, and take appropriate action regarding Change Order No. 1 in the amount of $13,315.52 for Project 22IFB57 CR 401 Reconstruction (James Construction) P: 390c Funding Source: Road Bond.

78. Discuss, consider and take appropriate action on a Contract Assignment between Inland Geodetics LLC as assignor, and Austin Survey Company L.L.C DBA Inland Geodetics, as assignee, in relation to that certain Williamson County Contract for Surveying Services dated May 19, 2020 regarding 2019 Road Bond Program "on-call" Surveying Services. Project: As needed Fund Source: Road Bonds

79. Discuss, consider and take appropriate action on a Contract Amendment No. 2 to the Ronald Reagan Corridor Segment A project contract between Williamson County and LJA Engineering, Inc. relating to the LTP Corridor Program.
Project: P385 Fund Source: Corridor

80. Discuss, consider, and take appropriate action regarding an Antiquities Permit Application to the Texas Historical Commission, required as part of the Due Diligence Environmental Investigations on the CR 255 Project, a Road & Bridge Project in Commissioner Pct. 3.
Project: P546 Fund Source: Road & Bridge

81. Discuss, consider and take appropriate action authorizing the county judge to execute a license agreement with QT South LLC to obtain a survey of property located at the NE corner of US 183 and Hero Way and in support of the Hero Way/RM 2243 project. . Funding Source: Road Bonds P 326

82. Discuss, consider and take appropriate action authorizing the county judge to execute a purchase contract with Taylor Texas Holdings Inc. for 0.101 acres of right of way needed for the CR 401 project (Parcel 13). Funding Source: Road Bonds P390c

83. Discuss, consider and take appropriate action authorizing the county judge to execute an Encroachment Agreement with the Upper Brushy Creek Water Control and Improvement District to construct, operate and maintain improvements to an existing roadway, “Sam Bass Road,” to include curb and gutter, pavement, bridge, storm sewer trunkline, storm sewer inlets / outfall, shared use path, driveway replacement, roadway sign and fencing, and the required abandonment of the existing conflicting fencing, and additional related activities (collectively the “Improvements”), including long-term operation and maintenance within portions of the designated Dam #13 Structure Easement Area. Funding Source: Road Bonds P462

84. Discuss, consider and take appropriate action authorizing the county Judge to execute two Amended Possession and Use Agreements for transportation purposes and a letter agreement with Prewitt Farms, Ltd. and Zizinia Williamson County, Ltd. for 1.097 acres and 6.554 acres of right of way and 0.015 acres for a Jonah Waterline Easement needed on the CR 401 project (Parcels1 & 2). Funding Source: Road Bonds P390c

85. Discuss, consider and take appropriate action authorizing the county Judge to execute a real estate contract with Dolly G. Danek, individually and as Independent Executor of the estate of Emil J. Danek aka Emil John Danek (deceased) to purchase 3.951 AC. 0.856 AC, 0.481 AC of right of way and 0.596 acres for a waterline easement needed on the CR 332 (Parcel 6) project. Funding Source: Road Bonds P366

86. Discuss, consider and take appropriate action authorizing the county Judge to execute a real estate contract with Jacaruso Holdings LLC to purchase 8.127 acres needed for the SE Loop Segment 2 project (parcel 29). Funding Source: TANS P588

87. Discuss, consider and take appropriate action authorizing the county Judge to execute an Amendment to Pass Through Agreement for Payment of Pass-Through Tolls by the Department with the Texas Department of Transportation terminating the original agreement to reimburse costs to construct improvements on FM 1660 (CR 134 to CR 101).

88. Discuss, consider and take appropriate action authorizing the county Judge to execute a possession and use agreement for transportation purposes with the Wess & Helen Cassens Trust U/A dated November 11, 2019, for 8.144 acres and 0.282 acres of right of way needed for the Bud Stockton Extension project (Parcel 1). Funding Source: Road Bonds P307

89. Discuss, consider and take appropriate action on a resolution determining the necessity and authorizing the use of eminent domain to condemn (11.368 acres; 0.038 acres; and 1.235 acres easement) required for the construction of Southeast Loop Segment 2. (Nason Hengst a/k/a Nason Garret Hengst/ Parcel 36) Funding Source: TANS: P588

90. Discuss, consider and take appropriate action on a resolution determining the necessity and authorizing the use of eminent domain to condemn (2.863 acres) required for the construction of Southeast Loop Segment 2. (Jeff and Geraldine George/ Parcel 33) Funding Source: TANS: P588

91. Discuss, consider and take appropriate action on a resolution determining the necessity and authorizing the use of eminent domain to condemn (0.237 acres and 0.031 acres) temporary construction easements required for the construction of CR 258 @ US 183. (Sandra J. Anderson/ Parcel 7TCE Parts 1 & 2) Funding Source: Road Bonds P277

92. Discuss, consider and take appropriate action on a resolution determining the necessity and authorizing the use of eminent domain to condemn (0.819 acres) required for the construction of Bud Stockton. (John R. and Barbara S. Casey Living Trust/ Parcel 9) Funding Source: Road Bonds P307

93. Discuss, consider and take appropriate action on approving public service funding agreements as per the FY'23 adopted budget approved by Commissioners Court on August 30, 2022.

94. Discuss, consider and take appropriate action on the transfer of the 2008 Command Bus (CV3) to Blanco County and authorizing Judge Gravell to sign any necessary documents to complete said transfer.

95. Discuss, consider and take appropriate action on the Budget Policy document for FY2022-2023.

96. Discuss, consider and take appropriate action to approve the projects and budgets for the 2018,2019,2020,2021, 2022 and 2023 Capital Improvement Programs; 2015 Certificate of Obligation, Long Range Transportation (LTP) and the 2021 Tax Anticipation Note.

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)."

97. Discuss real estate matters (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.072 Deliberation Regarding Real Estate Property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with third person.)

A. Real Estate Owned by Third Parties

Preliminary discussions relating to proposed or potential purchase or lease of property owned by third parties

a) Discuss the acquisition of real property for SW 183 and SH 29 Loop.
b) Discuss the acquisition of real property for CR 176 at RM 2243
c) Discuss the acquisition of real property: CR 332
d) Discuss the acquisition of real property for County Facilities.
e) Discuss the acquisition of real property for Seward Junction SE and SW Loop.
f) Discuss the acquisition of real property for Bud Stockton Extension.
g) Discuss the acquisition of real property for CR 305/307.
h) Discuss Somerset Road Districts No. 3 & 4 reimbursements for acquisition & construction of Reagan Blvd.
i) Discuss the acquisition of real property for CR 111.
j) Discuss the acquisition of real property for Corridor H
k) Discuss the acquisition of real property for future SH 29 corridor.

l) Discuss the acquisition of right-of-way for Hero Way.
m) Discuss the acquisition of right-of-way for Corridor C.
n) Discuss the acquisition of right-of-way for Corridor F.
o) Discuss the acquisition of right-of-way for Corridor D.
p) Discuss the acquisition of right-of-way for SE Loop/Corridor A.
q) Discuss the acquisition of right-of-way for Reagan extension.
r) Discuss the acquisition of real property near Justice Center.
s) Discuss the acquisition of drainage/detention easements for real property North of WMCO Juvenile Detention Center
t) Discuss the acquisition of the MKT Right of Way
u) Discuss acquisition of right of way for Corridor E.
v) Discuss acquisition of right of way for County Road 245.
w) Discuss acquisition of right of way for CR 401/404.
x) Discuss acquisition of right of way for Liberty Hill Bypass.

B. Property or Real Estate owned by Williamson County
Preliminary discussions relating to proposed or potential sale or lease of property owned by the County
a) Discuss County owned real estate containing underground water rights and interests.
b) Discuss possible uses of property owned by Williamson County on Main St. between 3rd and 4th Streets. (Formerly occupied by WCCHD)
c) Discuss property usage at Longhorn Junction
d) Discuss the sale of excess ROW at San Gabriel Parkway and Mel Mathis Ave.
e) Discuss county owned property located at Ed Schmidt Boulevard Hutto, Texas
f) Discuss the sale of property located at 900 S Main St., Taylor, 76574
g) Discuss the sale of 106 Dana Drive, Hutto, Texas
h) Discuss the sale of property located adjacent to the existing Williamson County EMS Bay/SO and MOT building at 1801 E. Settlers Boulevard, Round Rock, Texas

C. Discuss the Williamson County Reimbursement Agreement for Construction of San Gabriel Blvd. and New Hope Road with the City of Leander and TIRZ #1
D. Discuss the Cobb Cavern Conservation Easement Amendment and potential acquisition.

98. 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 Red Hot Chili Pepper
b) Project Flex Power
c) Project Pearson Ranch
d) Project Fittipaldi
e) Project Venture
f) Project 007
g) Project Acropolis
h) Project Crystal Lagoon
i) Project Phantom
j) Project World
k) Project Mellencamp

99. Discuss pending or contemplated litigation, settlement matters and other confidential attorney-client legal matters (EXECUTIVE SESSION as per Section 551.071, Texas Government Code, "Consultation with Attorney"), including the following:

a. General:
1. Litigation or claims or potential litigation or claims against the County or by the County
2. Status Update-Pending Cases or Claims
3. Employee/personnel related matters
4. Other confidential attorney-client matters, including contracts and certain matters related to county defense issues in which the duty of the attorney to the governmental body within the

attorney/client relationship clearly conflicts with Chapter 551 of the Texas Government Code.

b. Litigation:

1. Civil Action No. 1:18-cv-49; Troy Mansfield v. Williamson County; In the United States District Court for the Western District of Texas, Austin Division
2. Cause No. 19-0850-C368; County of Williamson vs. Purdue Pharma, LP et al.; In the District Court of Williamson County, Texas
3. Civil Action No. 1:20-cv-00842; SonWest Co. v. J. Terron Evertson, in his official capacity as Williamson County Engineer, et al.; In the United States District Court for the Western District of Texas, Austin Division
4. Civil Action No. 1:21-cv-74; Scott Phillip Lewis v. Williamson County, Texas; In the United States District Court for the Western District of Texas, Austin Division
5. Civil Action No. 1:21-cv-00172-LY; Charles William Thornburg v. Williamson County, Texas, Robert Chody, et al.; In the United States District Court for the Western District of Texas, Austin Division
6. Civil Action No. 1:21-cv-00275; Big Fish Entertainment LLC v. Williamson County Sheriff's Office et al.; In the United States District Court for the Western District of Texas, Austin Division
7. Civil Action No. 1:21-cv-00350; Gary Watsky v. Williamson County, Robert Chody, Mark Luera, Steve Deaton, et al.; In the United States District Court for the Western District of Texas, Austin Division
8. Civil Action No. 1:21-cv-480; Gloria Cowin, Individually and on behalf of the Estate of Patrick Dupre, v. Williamson County; In the United States District Court for the Western District of Texas, Austin Division
9. Civil Action No. 1:21-00481-LY; Marquina Gilliam-Hicks v. Sean Feldman, In his individual capacity, and Williamson County; In the United States District Court for the Western District of Texas, Austin Division
10. Civil Action No. 1:21-cv-615; Bernardo Acosta v. Williamson County; In the United States District Court for the Western District of Texas, Austin Division
11. Civil Action No. 1:21-cv-00834; Skylar Leal vs Williamson County and Lorenzo Hernandez; In the United States District Court for the Western District of Texas, Austin Division
12. Cause No. 22-0159-C395; Gary Watsky v. Williamson County Sheriff Mike Gleason et al.; In the 395th District Court of Williamson County, Texas
13. Cause No. 2022CI0574; Chris Noel Carlin v. Jacquelyn F. Callanen, et al.; 408th District Court, Bexar County, Texas
14. Civil Action No. 1:22-cv-00254-RP; Rodney A. Hurdsman, #0217082 v. Mike Gleason, et al.; In the United States District Court for the Western District of Texas, Austin Division
15. Cause No. D-1-GN-22-002186; Chauncy Williams v. Williamson County Attorney's Office Victim Service's Division; 98th Judicial District Court, Travis County, Texas
16. Cause No. 22-0826-C368; Doyle "Dee" Hobbs, Jr., in his official capacity as Williamson County Attorney, v. AHFC Pecan Park PSH Non-Profit Corporation; In the 368th Judicial District Court of Williamson County, Texas
17. Civil Action No. 4-22CV-576-P; Kyle Strongin et al. v. Williamson County et al.; In the United States District Court for the Northern District of Texas
18. Cause No. 22-1152-C425; Catherine Johnston v. Chris Davis et al.; 425 Judicial District Court, Williamson County, Texas
19. Cause No. 22-1213; Williamson County v. Ritter Botkin Prime Construction Company, Inc. and Argonaut Insurance Company; In the 425 Judicial District of Williamson County, Texas
20. Cause No. 22-1359-C368; Williamson County v. Ritter, Botkin Prime Construction Company, Inc., and Great American Insurance Company Of New York; In the 368th Judicial Court of Williamson County, Texas
21. Cause No. 3SC-22-0147; Debora Garcia-Valentin and Ariel Valentin vs. Williamson County Animal Shelter; In the Justice Court Precinct Three of Williamson County, Texas

c. EEOC/TWC matters:

d. Claims:

e. Other:

1. Legal matters pertaining to the Emergency Communications Department.
2. Legal matters pertaining to the GardaWorld contract.
3. Legal matters pertaining to Solara at Highland Horizon Condominium Project.
4. Legal matters relating to U.S. Fish and Wildlife Service's Final Rule Designating Critical

Habitat for the Georgetown and Salado Salamanders.
5. Legal matters pertaining to tax exemptions for private apartment developers under 303.042(f) of the Texas Local Government Code.
6. Legal matters relating to Application of Bryan I. Klepzig for a new Municipal Solid Waste Registration Compost Facility in Williamson County, Texas; Proposed Registration No. 42045.
7. Legal matters pertaining to vendor disqualification in relation to county purchasing solicitations.
8. Legal matters pertaining to DM Medial Billings, LLC

100. 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).

101. Deliberate the appointment, employment, evaluation, reassignment, duties, discipline and/or dismissal of Williamson County officers, directors, employees and/or positions, including but not limited to conducting deliberation and discussion pertaining to annual reviews of department heads and appointed officials (Executive Session as per Tex. Gov. Code Section 551.074 – Personnel Matters).

102. Discuss the deployment or specific occasions for implementation of security personnel or devices; or security audits in relation to the Williamson County Justice Center/Williamson County Courthouse (Executive Session as per Texas Gov't. Code § 551.076).

REGULAR AGENDA (continued)

103. Discuss and take appropriate action concerning economic development.

104. Discuss and take appropriate action concerning real estate.

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

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

b. Litigation:
1. Civil Action No. 1:18-cv-49; Troy Mansfield v. Williamson County; In the United States District Court for the Western District of Texas, Austin Division
2. Cause No. 19-0850-C368; County of Williamson vs. Purdue Pharma, LP et al.; In the District Court of Williamson County, Texas
3. Civil Action No. 1:20-cv-00842; SonWest Co. v. J. Terron Evertson, in his official capacity as Williamson County Engineer, et al.; In the United States District Court for the Western District of Texas, Austin Division
4. Civil Action No. 1:21-cv-74; Scott Phillip Lewis v. Williamson County, Texas; In the United States District Court for the Western District of Texas, Austin Division
5. Civil Action No. 1:21-cv-00172-LY; Charles William Thornburg v. Williamson County, Texas, Robert Chody, et al.; In the United States District Court for the Western District of Texas, Austin Division
6. Civil Action No. 1:21-cv-00275; Big Fish Entertainment LLC v. Williamson County Sheriff's Office et al.; In the United States District Court for the Western District of Texas, Austin Division

7. Civil Action No. 1:21-cv-00350; Gary Watsky v. Williamson County, Robert Chody, Mark Luera, Steve Deaton, et al.; In the United States District Court for the Western District of Texas, Austin Division
8. Civil Action No. 1:21-cv-480; Gloria Cowin, Individually and on behalf of the Estate of Patrick Dupre, v. Williamson County; In the United States District Court for the Western District of Texas, Austin Division
9. Civil Action No. 1:21-00481-LY; Marquina Gilliam-Hicks v. Sean Feldman, In his individual capacity, and Williamson County; In the United States District Court for the Western District of Texas, Austin Division
10. Civil Action No. 1:21-cv-615; Bernardo Acosta v. Williamson County; In the United States District Court for the Western District of Texas, Austin Division
11. Civil Action No. 1:21-cv-00834; Skylar Leal vs Williamson County and Lorenzo Hernandez; In the United States District Court for the Western District of Texas, Austin Division
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13. Cause No. 2022CI0574; Chris Noel Carlin v. Jacquelyn F. Callanen, et al.; 408th District Court, Bexar County, Texas
14. Civil Action No. 1:22-cv-00254-RP; Rodney A. Hurdsman, #0217082 v. Mike Gleason, et al.; In the United States District Court for the Western District of Texas, Austin Division
15. Cause No. D-1-GN-22-002186; Chauncy Williams v. Williamson County Attorney's Office Victim Service's Division; 98th Judicial District Court, Travis County, Texas
16. Cause No. 22-0826-C368; Doyle "Dee" Hobbs, Jr., in his official capacity as Williamson County Attorney, v. AHFC Pecan Park PSH Non-Profit Corporation; In the 368th Judicial District Court of Williamson County, Texas
17. Civil Action No. 4-22CV-576-P; Kyle Strongin et al. v. Williamson County et al.; In the United States District Court for the Northern District of Texas
18. Cause No. 22-1152-C425; Catherine Johnston v. Chris Davis et al.; 425 Judicial District Court, Williamson County, Texas
19. Cause No. 22-1213; Williamson County v. Ritter Botkin Prime Construction Company, Inc. and Argonaut Insurance Company; In the 425 Judicial District of Williamson County, Texas
20. Cause No. 22-1359-C368; Williamson County v. Ritter, Botkin Prime Construction Company, Inc., and Great American Insurance Company Of New York; In the 368th Judicial Court of Williamson County, Texas
21. Cause No. 3SC-22-0147; Debora Garcia-Valentin and Ariel Valentin vs. Williamson County Animal Shelter; In the Justice Court Precinct Three of Williamson County, Texas

c. EEOC/TWC matters:

d. Claims:

e. Other:

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2. Legal matters pertaining to the GardaWorld contract.
3. Legal matters pertaining to Solara at Highland Horizon Condominium Project.
4. Legal matters relating to U.S. Fish and Wildlife Service's Final Rule Designating Critical Habitat for the Georgetown and Salado Salamanders.
5. Legal matters pertaining to tax exemptions for private apartment developers under 303.042(f) of the Texas Local Government Code.
6. Legal matters relating to Application of Bryan I. Klepzig for a new Municipal Solid Waste Registration Compost Facility in Williamson County, Texas; Proposed Registration No. 42045.
7. Legal matters pertaining to vendor disqualification in relation to county purchasing solicitations.
8. Legal matters pertaining to DM Medial Billings, LLC

106. Discuss, consider and take appropriate action regarding the appointment, employment, evaluation, reassignment, duties, discipline and/or dismissal of Williamson County officers, directors or employees, including but not limited to any necessary action pertaining to conducting annual reviews of department heads and appointed officials.

107. Comments from Commissioners.

108. 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 9th day of September 2022 at 5:00 P.M. and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Commissioners Court - Regular Session **3.**

Meeting Date: 09/13/2022

Line Item Transfer

Submitted By: Doug Arnold, County Court At Law #3

Department: County Court At Law #3

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action regarding a line item transfer for County Court-at-Law 3.

Background

Additional funds needed for office furniture line item.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0428-004010	Visiting Judges	$1,000.00
To	0100-0428-003005	Office Furniture	$1,000.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	08/31/2022 09:47 AM
Budget Office	Saira Hernandez	08/31/2022 10:40 AM
Form Started By: Doug Arnold		Started On: 08/30/2022 02:58 PM
Final Approval Date: 08/31/2022		

Commissioners Court - Regular Session **4.**

Meeting Date: 09/13/2022

Line Item Transfer

Submitted For: D. Hobbs **Submitted By:** Stephanie Lloyd, County Attorney

Department: County Attorney

Agenda Category: Consent

Information

Agenda Item

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

Background

This line item transfer request will be used to cover furniture expenses and training expenses for the remainder of the budget year.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0475.003901	Publications/Books/Periodicals	$1,875.65
To	0100.0475.003005	Office Furniture	$1,875.65
From	0100.0475.004902	Co Atty Leg Supp	$6,000.00
To	0100.0475.004232	Training/Conf./Seminars	$6,000.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/08/2022 09:49 AM
Budget Office	Saira Hernandez	09/08/2022 10:16 AM
Form Started By: Stephanie Lloyd		Started On: 09/08/2022 09:34 AM
Final Approval Date: 09/08/2022		

Commissioners Court - Regular Session **5.**

Meeting Date: 09/13/2022

LIT for medical supply

Submitted By: Michael Knipstein, EMS

Department: EMS

Agenda Category: Consent

Information

Agenda Item

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

Background

Line item transfer to the correct line item to facilitate the purchase of medical equipment.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0540-005000	Capital Outlay > $5,000	$4,900.00
To	0100-0540-003107	Medical Equipment	$4,900.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/06/2022 10:09 AM
Budget Office	Saira Hernandez	09/06/2022 10:19 AM
Form Started By: Michael Knipstein		Started On: 09/06/2022 07:25 AM
Final Approval Date: 09/06/2022		

Commissioners Court - Regular Session **6.**

Meeting Date: 09/13/2022

Medical Supplies LIT

Submitted By: Michael Knipstein, EMS

Department: EMS

Agenda Category: Consent

Information

Agenda Item

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

Background

Movement of funds to facilitate purchases for the remainder of the fiscal year.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0540-003307	Pharmaceuticals	$10,000.00
To	0100-0540-003200	Medical Supplies	$10,000.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/07/2022 04:31 PM
Budget Office	Saira Hernandez	09/08/2022 07:33 AM
Form Started By: Michael Knipstein		Started On: 09/07/2022 03:29 PM
Final Approval Date: 09/08/2022		

Commissioners Court - Regular Session **7.**

Meeting Date: 09/13/2022

Animal Shelter Line Item Transfer

Submitted By: Misty Valenta, Animal Services

Department: Animal Services

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on a line item transfer for Regional Animal Shelter Fund.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0545.0545.004505	Software Maintenance	$739.88
From	0545.0545.004419	Property Insurance	$386.80
From	0545.0545.003001	Small Equipment	$647.29
From	0545.0545.003011	Computer Software	$144.00
From	0545.0545.004414	Vehicle Insurance	$141.75
From	0545.0545.004621	Copier Supplies	$520.00
From	0545.0545.004500	Maintenance Contracts	$1,477.18
From	0545.0545.003311	Uniforms	$541.32
To	0545.0545.004543	Repairs to Equipment	$4,598.22

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/07/2022 10:05 AM
Budget Office	Saira Hernandez	09/07/2022 04:01 PM
Form Started By: Misty Valenta		Started On: 09/07/2022 09:36 AM
Final Approval Date: 09/07/2022		

Commissioners Court - Regular Session **8.**

Meeting Date: 09/13/2022

Line Item Transfer - Sheriffs Office

Submitted For: Mike Gleason **Submitted By:** Terri Countess, Sheriff

Department: Sheriff

Agenda Category: Consent

Information

Agenda Item

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

Background

This line item transfer is being requested to pay current and anticipated end of year charges.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0560.003010	Computer Equipment	$5,000.00
To:	0100.0560.004968	Care of Animals	$5,000.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/06/2022 10:10 AM
Budget Office	Saira Hernandez	09/06/2022 10:19 AM
Form Started By: Terri Countess		Started On: 09/06/2022 08:42 AM
Final Approval Date: 09/06/2022		

Commissioners Court - Regular Session **9.**

Meeting Date: 09/13/2022

Line Item Transfer for the County Sheriff, Corrections Bureau

Submitted For: Mike Gleason **Submitted By:** Abigail Dass, Sheriff

Department: Sheriff

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on a line item transfer for the Corrections Department.

Background

This transfer is being requested to cover additional cost encumbered towards Jail Camera Security system Repair.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0570.003318	Janitorial Supplies	$3,000.00
To	0100.0570.004500	Maintenance Contracts	$3,000.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/07/2022 04:28 PM
Budget Office	Saira Hernandez	09/08/2022 07:33 AM
Form Started By: Abigail Dass		Started On: 09/07/2022 12:01 PM
Final Approval Date: 09/08/2022		

Commissioners Court - Regular Session **10.**

Meeting Date: 09/13/2022

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 Maintenance & Repairs, Bottle Water, and Training.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0509.003105	Paper Supplies	$16,300.00
To	0100.0509.004232	Training	$700.00
To	0100.0509.003905	Bottle Water	$600.00
To	0100.0509.004510	Facility Maintenance & Repair	$15,000.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/07/2022 04:29 PM
Budget Office	Saira Hernandez	09/08/2022 07:33 AM
Form Started By: Gina Wrehsnig		Started On: 09/07/2022 01:23 PM
Final Approval Date: 09/08/2022		

Commissioners Court - Regular Session **11.**

Meeting Date: 09/13/2022

9-13-2022 LIT

Submitted By: Kevin Teller, Infrastructure

Department: Infrastructure **Division:** Fleet Services

Agenda Category: Consent

Information

Agenda Item

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

Background

Transfer is being requested to cover the preparation of a Spill Control and Countermeasure Plan as part of our waste oil tank replacement.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0882.0882.004510	Facility Maint & Repair	$6976.00
From	0882.0882.004547	Fuel Site Repair	$704.00
To	0882.0882.004100	Professional Services	$7680.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/08/2022 12:07 PM
Budget Office	Saira Hernandez	09/08/2022 12:15 PM
Form Started By: Kevin Teller		Started On: 09/08/2022 11:53 AM
Final Approval Date: 09/08/2022		

Commissioners Court - Regular Session **12.**

Meeting Date: 09/13/2022

Property Tax Refunds – Over 2500 – Thru 09/07/2022

Submitted For: Larry Gaddes **Submitted By:** Renee Clark, County Tax Assessor Collector

Department: County Tax Assessor Collector

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving property tax refunds over $2,500.00 thru 09/07/2022 for the Williamson County Tax Assessor/Collector.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

082722-090722 Refunds Over 2500

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/07/2022 04:30 PM
Form Started By: Renee Clark		Started On: 09/07/2022 01:34 PM
Final Approval Date: 09/07/2022		

Larry Gaddes PCAC, C T A
Tax Assessor/Collector

Date: September 7, 2022

To: Members of the Commissioners Court

From: Larry Gaddes PCAC, CTA

Subject: Property Tax Refunds

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

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

Thank you.

Main Office and Mailing Address:
904 South Main Street
Georgetown, Texas 78626
Motor Vehicle Telephone: 512.943.1602
Property Tax Telephone: 512.943.1603
www.wilco.org/tax

Annex Locations:

1801 E. Old Settler's Blvd., Ste 115
Round Rock, Texas 78664
Telephone: 512.244.8644

350 Discovery Blvd., Ste. 101
Cedar Park, Texas 78613
Telephone: 512.260.4290

412 Vance St., Ste. 1
Taylor, Texas 76574
Telephone: 512.352.4140

Property Tax
Account QuickReport
As of September 7, 2022

Type	Date	Num	Name	Memo	Amount
Refunds Payable - Taxpayers					
Check	09/07/2022	88683	CALIBER HOME LOANS	R094289 - Erroneous payment	-7,404.01
Total Refunds Payable - Taxpayers					-7,404.01
TOTAL					**-7,404.01**

Commissioners Court - Regular Session **13.**

Meeting Date: 09/13/2022

Assets for Transfer Greater than $5,000

Submitted For: Joy Simonton **Submitted By:** Mary Watson, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the disposal of various county vehicles(s) and equipment assets through Internal Department Transfer including one (1) Motorola APX 7500 Dual Band - Remote Mount MA1027 pursuant to Tx. Local Gov't Code 263.152. The transfer of this equipment will benefit the Wireless Communications department.

Background

Please see the attached listing for details.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Mobile Outreach to Wireless Communications Transfer

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	09/01/2022 10:09 AM
County Judge Exec Asst.	Becky Pruitt	09/01/2022 10:26 AM
Form Started By: Mary Watson		Started On: 08/29/2022 09:38 AM
Final Approval Date: 09/01/2022		

Asset Status Change

Title:	i:0#.f|membership|jwilliby@wilco.org - 10-08-2022
Disposal Method:	TRANSFER between county departments
Item(s) Category:	Capital Asset (greater than $5000)
1. Quantity (Mandatory):	1
1. Description:	Motorola APX 7500 Dual Band - Remote Mount MA1027
1. Manufacturer ID #:	656CSV1477, Asset #197078
1. Oracle Asset #:	197078
1. Condition of Assets:	Working
Transferring Dept.:	Mobile Outreach
Transferring Dept. Contact Person	Jeanne Williby
Transferring Dept. Contact Ph#:	943-3588
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Jeanne Williby 8/10/2022 2:32 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Dept.	Wireless Communication
Receiving Department Contact Person:	Thomas Piche
Receiving Dept. Contact Ph#:	512-864-8246
Receiving Dept. - Elect. Offic./Dept .Head/Auth Staff:	Thomas Piche
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✔ Thomas Piche 8/24/2022 8:01 AM
Purchasing Final Determination	Internal Department Transfer
Court Date:	9/6/2022

Asset Status Change

Commissioners Court - Regular Session **14.**

Meeting Date: 09/13/2022

County Attorney July 2022 Monthly Report

Submitted For: D. Hobbs **Submitted By:** Stephanie Lloyd, County Attorney

Department: County Attorney

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action to approve the County Attorney July 2022 Monthly Report in compliance with Code of Criminal Procedure 103.005.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

July report

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/06/2022 12:04 PM
Form Started By: Stephanie Lloyd		Started On: 09/06/2022 11:46 AM
Final Approval Date: 09/06/2022		

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 Dee Hobbs, County Attorney, Williamson County, who, on his oath, stated that the attached report of money collected is a true and correct report for the month of July, 2022.

Dee Hobbs

DEE HOBBS
COUNTY ATTORNEY

On this 6th day of September, 2022, to certify which witness my hand and seal of office.

Stephanie J Lloyd

NOTARY PUBLIC
In and for the State of Texas



CA - AR Receipts

GL Revenue Object	GL Revenue Fund	Receipt Source	Receipt Date	Receipt Number	Receipt Comment	Receipt Amount
207015	0100	CO ATTY	06-Jul-2022	31620	2021-2383	$ 1,000.00
			14-Jul-2022	31652	2019-4799 2021-1236 2022-0008	$ 2,618.00
			20-Jul-2022	31669	2020-0170	$ 60.00
			22-Jul-2022	31677	2021-0868	$ 60.00
			26-Jul-2022	31690	2020-3054 2022-0304	$ 1,775.00
207015 Total						**$ 5,513.00**
341300	0406	CO ATTY HC FEES	07-Jul-2022	31627	HOT CHECK FEES-MAY 2022	$ 155.00
341300 Total						**$ 155.00**
351000	0364	CO ATTY INTERVENTION	01-Jul-2022	31611	2020-3058 2020-3668 2021-0184 2021-0952 2021-2357 2021-3216	$ 2,580.00
			06-Jul-2022	31620	2018-3680 2021-1568	$ 860.00
			11-Jul-2022	31636	2020-0103 2020-0385 2020-1909 2020-2867 2021-0390 2021-1845 2021-1845 2021-3380 2021-4122 2021-4141	$ 3,940.00
			12-Jul-2022	31639	2020-0103	$ 500.00
			13-Jul-2022	31645	2020-0347 2021-1428 2021-2905 2022-0836	$ 2,000.00
			15-Jul-2022	31655	2020-0227 2020-1647 2020-3179 2020-3608 2021-2191 2021-3887	$ 2,860.00
			18-Jul-2022	31658	2020-3340 2021-2910	$ 860.00
			20-Jul-2022	31669	2020-0170 2020-1710 2020-1964 2021-0404 2021-0868 2021-1059	$ 2,720.00
			22-Jul-2022	31677	2021-1970 2021-2737 2021-2942 2021-4119	$ 1,720.00
			25-Jul-2022	31683	2021-1953	$ 500.00
			27-Jul-2022	31698	2019-5751 2021-1876 2021-2477 2021-2517 2120-2809 2021-2871 2021-3677	$ 3,080.00
			29-Jul-2022	31707	2021-0093 2021-0220 2021-1265 2021-2753 2022-1100	$ 2,080.00
351000 Total						**$ 23,700.00**
352200	0100	CO ATTY	05-Jul-2022	31617	22-0023-CC1 21-1562-CC1 21-1561-CC1 21-1681-CC1 21-1662-CC1 21-1661-CC1 21-0801-CC3 22-0216-CC3	$ 5,500.00
			07-Jul-2022	31627	21-1756-CC3	$ 750.00
			11-Jul-2022	31636	21-1755-CC3 21-1982-CC1 21-1883-CC1	$ 3,000.00
			21-Jul-2022	31672	21-0791-CC2 21-1649-CC2 21-0747-CC3	$ 2,750.00
			25-Jul-2022	31683	20-0678-CC3 22-0523-CC3 22-0829-CC1 22-832-CC1 22-0487-CC1 22-0385-CC2	$ 3,900.00
			28-Jul-2022	31704	22-0480-CC3 22-0479-CC3 21-1222-CC1 21-1285-CC1 21-1165-CC1 21-1224-CC1 21-1185-CC 21-1385-CC1 21-0945-CC1 21-1444-CC1 21-1167-CC3 21-1284-CC1 21-1387-CC1 21-1183-CC3 21-1386-CC1	$ 10,933.00
352200 Total						**$ 26,833.00**
Grand Total						**$ 56,201.00**

Criminal Restitution July 2022

6/30/2022	Donald Lamont Wilson	$ 1,000.00	2021-2383	7/5/2022
		$ 1,000.00		
Date	Payor	Amount	Case #	Deposit Date
7/12/2022	Eddie Dotson, III	$ 250.00	2019-4799	7/14/2022
7/12/2022	Sherri Anne Mikal	$ 1,918.00	2021-1236	7/14/2022
7/12/2022	Indigo Cheyenne Hughes	$ 450.00	2022-0008	7/14/2022
		$ 2,618.00		
Date	Payor	Amount	Case #	Deposit Date
7/14/2022	Jonathan Samuel Gosnell	$ 60.00	2020-0170	7/19/2022
		$ 60.00		
Date	Payor	Amount	Case #	Deposit Date
7/19/2022	Behdad Analui	$ 60.00	2021-0868	7/22/2022
		$ 60.00		
Date	Payor	Amount	Case #	Deposit Date
7/22/2022	Janice Elaine Moore	$ 1,425.00	2020-3054	7/26/2022
7/25/2022	Bradley Heath Mace	$ 350.00	2022-0304	7/26/2022
		$ 1,775.00		

Disbursement Summary

TXWILLIAMSONP
ROD

Collection Date Range: **06/01/2022 - 06/30/2022** **Ignore Tender Holds: No** **Final Copy**

County Attorney **County Attorney Bank**

Williamson County Treasurer - HC

Disbursement Summary

Code Word	Description	(+) Collection Amount	(+) Previous Escrow	(-) Escrow Deductions	(-) Escrow Held	Disbursement Amount
CHKFEE	Check Fee	155.00	0.00	0.00	0.00	155.00

Disbursement Summary Totals	(+) Collection Amount	(+) Previous Escrow	(-) Escrow Deductions	(-) Escrow Held	Disbursement Amount
	155.00	0.00	0.00	0.00	155.00

Disbursement Detail

Check ID Number	Defendant	Code	(+) Collection Amount	(+) Previous Escrow	(-) Escrow Deductions	(-) Escrow Held	Disbursement Amount
21-00061	Lamb, Ashley (PID #: 460061)	CHKFEE	30.00	0.00	0.00	0.00	30.00
22-00030	Glennon, Cynthia (PID #: 460870)	CHKFEE	15.00	0.00	0.00	0.00	15.00
22-00032	Thornton, Charity A (PID #: 338916)	CHKFEE	30.00	0.00	0.00	0.00	30.00
22-00033	Michael, Albert Anthony, III (PID #: 1812504)	CHKFEE	50.00	0.00	0.00	0.00	50.00
22-00040	Todd, Keith James (PID #: 1815119)	CHKFEE	15.00	0.00	0.00	0.00	15.00
22-00046	WASHBURN, CARI (PID #: 897176)	CHKFEE	15.00	0.00	0.00	0.00	15.00
Totals:			**155.00**	**0.00**	**0.00**	**0.00**	**155.00**

PTI Fee July 2022

date	payor	amount	control #	deposit date
6/30/2022	Andrew Vasquez	$ 500.00	2020-3058	7/1/2022
6/30/2022	Jaspal Singh	$ 360.00	2020-3668	7/1/2022
6/29/2022	Jonathan A Clyburn	$ 500.00	2021-0184	7/1/2022
6/29/2022	William Franklen Todd, III	$ 360.00	2021-0952	7/1/2022
6/30/2022	Erica Sharon Eynon	$ 500.00	2021-2357	7/1/2022
6/29/2022	Monica Marie Gonzales	$ 360.00	2021-3216	7/1/2022
		$ 2,580.00		
date	**payor**	**amount**	**control #**	**deposit date**
7/2/2022	Diana Lizette Martinez	$ 500.00	2018-3680	7/6/2022
7/5/2022	Amanda Joan Jackson	$ 360.00	2021-1568	7/6/2022
		$ 860.00		
date	**payor**	**amount**	**control #**	**deposit date**
7/7/2022	Cristina Cruz	$ 360.00	2020-0103	7/8/2022
7/7/2022	Lorenzo Murguia	$ 500.00	2020-0385	7/8/2022
7/7/2022	Martin Tellez-Venegas	$ 360.00	2020-1909	7/8/2022
7/7/2022	Deserae Rodriguez	$ 360.00	2020-2867	7/8/2022
7/6/2022	Jean Yves Rurangirwa-Kayiranga	$ 360.00	2021-0390	7/8/2022
7/7/2022	Tatiana Wohleking	$ 500.00	2021-1845	7/8/2022
7/6/2022	Ivan Villalobos-Chavez	$ 500.00	2021-3380	7/8/2022
7/6/2022	Bobbie Jo Cardenas	$ 500.00	2021-4122	7/8/2022
7/7/2022	Bjoern Pontus Ulfson	$ 500.00	2021-4141	7/8/2022
		$ 3,940.00		
date	**payor**	**amount**	**control #**	**deposit date**
7/8/2022	Jr H. Weiershausen	$ 500.00	2020-3203	7/11/2022
		$ 500.00		
date	**payor**	**amount**	**control #**	**deposit date**
7/12/2022	Laura Lopez	$ 500.00	2020-0347	7/13/2022
7/12/2022	Kyle Beton Tormollen	$ 500.00	2021-1428	7/13/2022
7/12/2022	Madeline Ruth Lee	$ 500.00	2021-2905	7/13/2022
7/11/2022	Daniel Arzera-Conde	$ 500.00	2022-0836	7/13/2022
		$ 2,000.00		
date	**payor**	**amount**	**control #**	**deposit date**
7/13/2022	Jose R Hernandez	$ 500.00	2020-0227	7/15/2022
7/13/2022	Callie Marie Deluca	$ 500.00	2020-1647	7/15/2022
7/13/2022	Walter Ray Jasper, Jr	$ 500.00	2020-3179	7/15/2022
7/14/2022	Jabori Elijah Adkins	$ 360.00	2020-3608	7/15/2022
7/13/2022	Heather Renee Mathis	$ 500.00	2021-2191	7/15/2022
7/13/2022	Jose Alonso Martinez	$ 500.00	2021-3887	7/15/2022
		$ 2,860.00		
date	**payor**	**amount**	**control #**	**deposit date**

7/15/2022	Stacey Ellen Schafer	$ 500.00	2020-3340	7/18/2022
7/15/2022	Pilar Elena Villenueve	$ 360.00	2021-2910	7/18/2022
		$ 860.00		
date	**payor**	**amount**	**control #**	**deposit date**
7/19/2022	Jonathan Samuel Gosnell	$ 360.00	2020-0170	7/20/2022
7/18/2022	Keagan Robert Olmstead	$ 500.00	2020-1710	7/20/2022
7/19/2022	Yesenia Gallardo Gonzalez	$ 360.00	2020-1964	7/20/2022
7/19/2022	Javier Reyna	$ 500.00	2021-0404	7/20/2022
7/19/2022	Behdad Analui	$ 500.00	2021-0868	7/20/2022
7/18/2022	Will Cody Helms	$ 500.00	2021-1059	7/20/2022
		$ 2,720.00		
date	**payor**	**amount**	**control #**	**deposit date**
7/21/2022	John David Felxas-Ramon	$ 500.00	2021-1970	7/22/2022
7/20/2022	Dayanara Martinez	$ 360.00	2021-2737	7/22/2022
7/21/2022	Anthony Joseph Welebob	$ 500.00	2021-2942	7/22/2022
7/20/2022	Michelle Patricia Sanchez	$ 360.00	2021-4119	7/22/2022
		$ 1,720.00		
date	**payor**	**amount**	**control #**	**deposit date**
7/22/2022	Alyssa K Epperson	$ 500.00	2021-1953	7/25/2022
		$ 500.00		
date	**payor**	**amount**	**control #**	**deposit date**
7/25/2022	Derrick Taylor Cleveland	$ 500.00	2019-5751	7/27/2022
7/25/2022	Kaitlyn Anne Linehan	$ 500.00	2021-1876	7/27/2022
7/26/2022	Corey M Goggins	$ 500.00	2021-2477	7/27/2022
7/25/2022	Michael Alan Miller	$ 500.00	2021-2517	7/27/2022
7/26/2022	Veronica Garza Villeda	$ 360.00	2021-2809	7/27/2022
7/26/2022	Geatano Gravino	$ 360.00	2021-2871	7/27/2022
7/26/2022	Juan Antonio Campos	$ 360.00	2021-3677	7/27/2022
		$ 3,080.00		
date	**payor**	**amount**	**control #**	**deposit date**
7/27/2022	Marcela Elizalde-Beltran	$ 500.00	2021-0093	7/29/2022
7/28/2022	Kaleb Mathew Nieto	$ 360.00	2021-0220	7/29/2022
7/27/2022	Emmanuel Diaz	$ 360.00	2021-1265	7/29/2022
7/28/2022	Kelli Renee Timmerman	$ 360.00	2021-2753	7/29/2022
7/27/2022	Jeffrey Scott Simmons	$ 500.00	2022-1100	7/29/2022
		$ 2,080.00		

Commissioners Court - Regular Session **15.**

Meeting Date: 09/13/2022

County Attorney August 2022 Monthly Report

Submitted For: D. Hobbs **Submitted By:** Stephanie Lloyd, County Attorney

Department: County Attorney

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action to approve the County Attorney August 2022 Monthly Report in compliance with Code of Criminal Procedure 103.005.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

August report

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/06/2022 12:04 PM
Form Started By: Stephanie Lloyd		Started On: 09/06/2022 11:49 AM
Final Approval Date: 09/06/2022		

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 Dee Hobbs, County Attorney, Williamson County, who, on his oath, stated that the attached report of money collected is a true and correct report for the month of August, 2022.

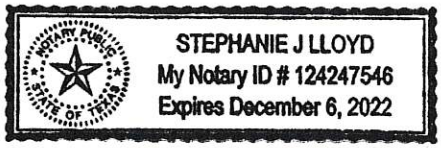
Dee Hobbs

DEE HOBBS
COUNTY ATTORNEY

On this 6th day of September, 2022, to certify which witness my hand and seal of office.

Stephanie J. Lloyd

NOTARY PUBLIC
In and for the State of Texas



CA - AR Receipts

GL Revenue Object	GL Revenue Fund	Receipt Source	Receipt Date	Receipt Number	Receipt Comment	Receipt Amount
207015	0100	CO ATTY	04-Aug-2022	31733	2021-0369 2021-3673	$ 560.00
			05-Aug-2022	31737	2021-2317	$ 700.00
			11-Aug-2022	31756	2021-3391	$ 600.00
			17-Aug-2022	31771	2019-4161	$ 60.00
			23-Aug-2022	31786	2021-2839	$ 190.00
		CO ATTY 2	26-Aug-2022	31811	2020-1575 2019-5813	$ 210.00
207015 Total						**$ 2,320.00**
341300	0406	CO ATTY HC FEES	04-Aug-2022	31733	HOT CHECK FEES-MAY 2022	$ 198.71
341300 Total						**$ 198.71**
351000	0364	CO ATTY	18-Aug-2022	31776	2020-2114, 2021-2651, 2021-2657, 2021-3043, 2021-3452	$ 2,500.00
		CO ATTY INTERVENTION	01-Aug-2022	31715	2019-6200 2021-0545 2022-0557	$ 1,220.00
			03-Aug-2022	31725	2020-1012 2020-3727 2021-2336 2021-3425 2021-3701	$ 2,080.00
			05-Aug-2022	31737	2020-2823 2020-3709 2021-0050 2021-0839 2021-2265 2021-3678 2022-0010	$ 2,940.00
			08-Aug-2022	31742	2019-4840 2020-0644 2020-3468 2021-0147	$ 1,440.00
			10-Aug-2022	31752	2020-0949 2020-3197 2021-3061 2022-0201	$ 1,580.00
			15-Aug-2022	31764	2019-3326 2019-4161 2020-3094 2020-3442 2020-3472 2020-3536 2021-0943 2021-1424 2021-1690 2021-1700 2022-0109	$ 4,800.00
			24-Aug-2022	31789	2020-1575 2021-0955 2021-2130 2021-2501 2021-2734	$ 2,220.00
			29-Aug-2022	31817	2021-4100 2020-2615 2020-2889 2021-2800 2021-4197	$ 2,160.00
			30-Aug-2022	31822	2021-2183 2021-3897	$ 720.00
			31-Aug-2022	31828	2021-0477 2021-1883 2021-2450 2021-2969 2022-0984	$ 2,220.00
		CO ATTY INTERVENTION 1	22-Aug-2022	31783	2021-0800 2021-1687 2021-2047 2021-2747 2021-3051	$ 2,220.00
		CO ATTY INTERVENTION 2	15-Aug-2022	31764	2021-0612 2021-1298 2021-1745 2021-2939	$ 1,860.00
			22-Aug-2022	31783	2020-1359 2021-0697 2021-4131	$ 1,080.00
351000 Total						**$ 29,040.00**
352200	0100	CO ATTY	16-Aug-2022	31768	22-0753-CC1 JAVIER ARIAS-GALAN	$ 200.00
					22-0754-CC1 JAVIER ARIAS-GALAN	$ 100.00
					22-0780-CC1 JAVIER ARIAS-GALAN	$ 100.00
		CO ATTY 1	26-Aug-2022	31811	21-1680-CC3	$ 6,000.00
352200 Total						**$ 6,400.00**
Grand Total						**$ 37,958.71**

Criminal Restitution August 2022

Date	Payor	Amount	Case #	Deposit Date
7/28/2022	Marcos Cabrera-Mendez	$ 500.00	2021-0369	8/2/2022
7/28/2022	Hunter Don Ciaccio	$ 60.00	2021-3673	8/2/2022
		$ 560.00		
Date	Payor	Amount	Case #	Deposit Date
8/2/2022	William Leon Miller	$ 700.00	2021-2317	8/4/2022
		$ 700.00		
Date	Payor	Amount	Case #	Deposit Date
8/5/2022	Caleb William Grant	$ 600.00	2021-3391	8/9/2022
		$ 600.00		
Date	Payor	Amount	Case #	Deposit Date
8/11/2022	Leslie Antonio Caldera	$ 60.00	2019-4161	8/16/2022
		$ 60.00		
Date	Payor	Amount	Case #	Deposit Date
8/22/2022	Issac Caballero	$ 190.00	2021-2839	8/23/2022
		$ 190.00		
Date	Payor	Amount	Case #	Deposit Date
8/23/2022	Angel Isiah Vela	$ 150.00	2019-5813	8/24/2022
8/23/2022	Harrison Mitchell Holmes	$ 60.00	2020-1575	8/24/2022
		$ 210.00		

Disbursement Summary

TXWILLIAMSONP
ROD

Collection Date Range: **07/01/2022 - 07/31/2022** **Ignore Tender Holds: No** **Final Copy**

County Attorney **County Attorney Bank**

Williamson County Treasurer - HC

Disbursement Summary

Code Word	Description	(+) Collection Amount	(+) Previous Escrow	(-) Escrow Deductions	(-) Escrow Held	Disbursement Amount
CHKFEE	Check Fee	200.00	0.00	1.29	0.00	198.71

Disbursement Summary Totals	(+) Collection Amount	(+) Previous Escrow	(-) Escrow Deductions	(-) Escrow Held	Disbursement Amount
	200.00	0.00	1.29	0.00	198.71

Disbursement Detail

Check ID Number	Defendant	Code	(+) Collection Amount	(+) Previous Escrow	(-) Escrow Deductions	(-) Escrow Held	Disbursement Amount
21-00016	Smith, Windy Lilas (PID #: 1759845)	CHKFEE	30.00	0.00	0.00	0.00	30.00
22-00024	Colbert, Elizabeth R (PID #: 1809844)	CHKFEE	15.00	0.00	0.00	0.00	15.00
22-00039	Ricketson, Kyle (PID #: 1815112)	CHKFEE	15.00	0.00	0.00	0.00	15.00
22-00047	Ricketson, Kyle (PID #: 1815112)	CHKFEE	30.00	0.00	0.00	0.00	30.00
22-00048	MARTIN, APRIL (PID #: 1819617)	CHKFEE	50.00	0.00	0.00	0.00	50.00
22-00049	Calloway, Lora T (PID #: 1825287)	CHKFEE	30.00	0.00	0.00	0.00	30.00
22-00052	Powell, Stacy (PID #: 1710605)	CHKFEE	30.00	0.00	1.29	0.00	28.71
Totals:			**200.00**	**0.00**	**1.29**	**0.00**	**198.71**

PTI Fees August 2022

date	payor	amount	control #	deposit date
7/29/2022	Alfred Anthony Maspero	$ 360.00	2019-6200	8/1/2022
7/29/2022	John Nolan Dyer	$ 500.00	2021-0545	8/1/2022
7/29/2022	Vanessa Macedo-Lopez	$ 360.00	2022-0557	8/1/2022
		$ 1,220.00		
date	**payor**	**amount**	**control #**	**deposit date**
8/1/2022	Gilberto C Acosta	$ 360.00	2020-1012	8/1/2022
8/1/2022	Pradeep Tatineni	$ 360.00	2020-3727	8/1/2022
8/2/2022	Robert Wayne Spraggins	$ 500.00	2021-2336	8/2/2022
8/1/2022	Whitney C Wiley	$ 500.00	2021-3425	8/1/2022
8/2/2022	Christopher Earl Browder	$ 360.00	2021-3701	8/2/2022
		$ 2,080.00		
date	**payor**	**amount**	**control #**	**deposit date**
8/4/2022	Spencer Ryan Klump	$ 360.00	2020-2823	8/5/2022
8/4/2022	Briana Paige Elkins	$ 360.00	2020-3709	8/5/2022
8/3/2022	Michael Johann Rupprecht	$ 360.00	2021-0050	8/5/2022
8/7/2022	Steven Earl Graci	$ 500.00	2021-0839	8/5/2022
8/7/2022	Elizabeth Casey Longan	$ 500.00	2021-2265	8/5/2022
8/3/2022	Jose Jesus Jaramillo	$ 360.00	2021-3678	8/5/2022
8/3/2022	Natalie Rene Reeves	$ 500.00	2022-0010	8/5/2022
		$ 2,940.00		
date	**payor**	**amount**	**control #**	**deposit date**
8/5/2022	Alissa Janae Alexander	$ 360.00	2019-4840	8/8/2022
8/5/2022	Jade Erin Morales	$ 360.00	2020-0644	8/8/2022
8/5/2022	Artemio Vazquez-Ramirez	$ 360.00	2020-3468	8/8/2022
8/5/2022	Crystal Castandeda	$ 360.00	2021-0147	8/8/2022
		$ 1,440.00		
date	**payor**	**amount**	**control #**	**deposit date**
8/9/2022	Marvin David Thompson	$ 500.00	2020-0949	8/10/2022
8/9/2022	Roberto Junion Gonzalez	$ 360.00	2020-3197	8/10/2022
8/8/2022	Ariel Leigh Salas	$ 360.00	2021-3061	8/10/2022
8/9/2022	Tanya Monique Gonzales	$ 360.00	2022-0201	8/10/2022
		$ 1,580.00		
date	**payor**	**amount**	**control #**	**deposit date**
8/11/2022	Jessica Sanchez	$ 500.00	2019-3326	8/12/2022
8/11/2022	Leslie Antonio Caldera	$ 360.00	2019-4161	8/12/2022
8/11/2022	Ernan Maldonado	$ 500.00	2020-3094	8/12/2022
8/11/2022	Qaher Ammar Alsabahi	$ 500.00	2020-3442	8/12/2022
8/11/2022	Taurus Lee Young	$ 500.00	2020-3472	8/12/2022
8/10/2022	Billie Jo Wisswell	$ 360.00	2020-3536	8/12/2022
8/11/2022	Kyle Michael Padden	$ 500.00	2021-0943	8/12/2022
8/11/2022	Sylvia Ann Anzaldua	$ 360.00	2021-1424	8/12/2022
8/11/2022	Preyesh Bharat Govin	$ 360.00	2021-1690	8/12/2022
8/10/2022	Maricruz Arellano	$ 360.00	2021-1700	8/12/2022
8/11/2022	Mason B Crawford	$ 500.00	2022-0109	8/12/2022
		$ 4,800.00		
date	**payor**	**amount**	**control #**	**deposit date**
8/12/2022	Fernanda Aime Garcia	$ 360.00	2021-0612	8/15/2022

8/12/2022	Christian Guzman-Recinos	$ 500.00	2021-1298	8/15/2022
8/12/2022	Jazmine Lugo	$ 500.00	2021-1745	8/15/2022
8/12/2022	Uhdarion J Mosley	$ 500.00	2021-2939	8/15/2022
		$ 1,860.00		
date	**payor**	**amount**	**control #**	**deposit date**
8/16/2022	Francisco Javier Zuniga-Salas	$ 500.00	2020-2114	8/17/2022
8/15/2022	Valerie Wilmoth Tullos	$ 500.00	2021-2651	8/17/2022
8/15/2022	Kevin Orlando Machuca-Rodriguez	$ 500.00	2021-2657	8/17/2022
8/16/2022	James Vincent Hrovatin, Jr	$ 500.00	2021-3043	8/17/2022
8/16/2022	Madison Claire Hurley	$ 500.00	2021-3452	8/17/2022
		$ 2,500.00		
date	**payor**	**amount**	**control #**	**deposit date**
8/17/2022	Troy Evan Rehn	$ 360.00	2020-1359	8/19/2022
8/18/2022	Maria Garza	$ 360.00	2021-0697	8/19/2022
8/17/2022	Melissa D Del Bosque	$ 360.00	2021-4131	8/19/2022
		$ 1,080.00		
date	**payor**	**amount**	**control #**	**deposit date**
8/19/2022	Alicia Michelle Varela	$ 360.00	2021-0800	8/22/2022
8/19/2022	Ricardo Guerro-Vargas	$ 500.00	2021-1687	8/22/2022
8/19/2022	Jackie Lynn Robbins	$ 360.00	2021-2047	8/22/2022
8/19/2022	Cinthia Paola Lopez-Jaramillo	$ 500.00	2021-2747	8/22/2022
8/19/2022	Emileigh Valladarez	$ 500.00	2021-3051	8/22/2022
		$ 2,220.00		
date	**payor**	**amount**	**control #**	**deposit date**
8/23/2022	Harrison Mitchell Holmes	$ 500.00	2020-1575	8/24/2022
8/22/2022	Marcos Hernandez-Perez	$ 500.00	2021-0955	8/24/2022
8/23/2022	Timothy Harold Hapgood	$ 360.00	2021-2130	8/24/2022
8/22/2022	Muhanned Knaiwi	$ 360.00	2021-2501	8/24/2022
8/23/2022	Lucas David Rodriguez	$ 500.00	2021-2734	8/24/2022
		$ 2,220.00		
date	**payor**	**amount**	**control #**	**deposit date**
8/25/2022	Henry Cortez-Rodriguez	$360.00	2021-4100	8/26/2022
8/25/2022	Cesar Cerdacruz	$300.00	2020-2615	8/26/2022
8/25/2022	Eric Neat	$500.00	2020-2899	8/26/2022
8/24/2022	Kody Rogers	$500.00	2021-2800	8/26/2022
8/25/2022	Michele Lopez	$500.00	2021-4197	8/26/2022
		$ 2,160.00		
date	**payor**	**amount**	**control #**	**deposit date**
8/26/2022	Emonei Shateria Chestnut	$ 360.00	2021-2183	8/29/2022
8/26/2022	Lisette Rodriguez Salas	$ 360.00	2021-3897	8/29/2022
		$ 720.00		
date	**payor**	**amount**	**control #**	**deposit date**
8/30/2022	Jaylyn Terrell Johnson	$ 360.00	2021-0477	8/31/2022
8/30/2022	Brett Edward Elliott	$ 360.00	2021-1883	8/31/2022
8/29/2022	Walfre Ulisses Perez-Campuzano	$ 500.00	2021-2405	8/31/2022
8/30/2022	Nichol Cheree Pham	$ 500.00	2021-2969	8/31/2022
8/30/2022	Amber Michelle Rios	$ 500.00	2022-0984	8/31/2022
		$ 2,220.00		

Commissioners Court - Regular Session **16.**

Meeting Date: 09/13/2022

Continuing Education acknowledgement for Terry Cook

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

Department: Commissioner Pct. #1

Agenda Category: Consent

Information

Agenda Item

Acknowledge the Continuing Education Transcript of Commissioner Cook's yearly training.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Continuing Ed Transcript

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/08/2022 10:43 AM
Form Started By: Garry Brown		Started On: 09/08/2022 10:31 AM
Final Approval Date: 09/08/2022		

COUNTY JUDGES AND COMMISSIONERS ASSOCIATION OF TEXAS

County Commissioner Continuing Education Transcript

Reporting Period: 1/1/2022 - 12/31/2022

Hon. Terry Cook
Commissioner
Williamson County
1801 E Old Settlers Blvd Ste 110
Round Rock, TX 78664-1908
Phone: (512) 244-8610
Fax: (512) 244-8616

ID:
244164
Term:
1/1/2017 - 12/31/2024

Date	Description	Earned Hours
1/1/2022	Excess hours carried from 2021	8.00
2/24/2022	VGYI School for County Commissioners Courts	15.00
6/29/2022	2022 Conference of the County Investment Academy	14.50
	Total Hours Earned: 37.50	

You have met your 2022 Commissioner Statutory Continuing Education requirement.
You will carry forward 8.00 hours to the next reporting period.

See Statute: Section 81.0025 Continuing Education, Local Government Code

Because continuing education sponsors are not required by law to report attendance to the Association, this transcript may not be a complete list of continuing education hours earned by the commissioner for this calendar year.

Print Date: 8/26/2022

If this report does not agree with your records, please call Administrative Assistant at (512) 482-0701 or (800) 733-0699 or cjca@allison-bass.com

Commissioners Court - Regular Session **17.**

Meeting Date: 09/13/2022

Term of Court

Submitted For: Bill Gravell **Submitted By:** Hal Hawes, County Judge

Department: County Judge

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take any appropriate action designating Tuesdays of each month during Fiscal Year 2023 as the Regular Term or Regular Meeting day of the week of the Williamson County Commissioners Court and all other meetings or sessions of Commissioners Court being Special Terms or Special Meetings; with such meetings being held in the Williamson County Commissioners Courtroom on the second floor of Williamson County Courthouse, 710 Main Street, Georgetown, Texas (unless otherwise amended or provided by the Williamson County Commissioners Court) [Tex. Loc. Gov't Code § 81.005].

Background

Sec. 81.005. TERMS OF COURT, MEETINGS. (a) At the last regular term of each fiscal year of the county, the commissioners court by order shall designate a day of the week on which the court shall convene in a regular term each month during the next fiscal year. If the completion of the court's business does not require a monthly term, the court need not hold more than one term a quarter. A regular term may continue for one week but may be adjourned earlier if the court's business is completed.
(b) The county judge or three county commissioners may call a special term of the court. A special term may continue until the court's business is completed. A special term may be held at a meeting place located in the county and outside the county seat if:
(1) the commissioners court agrees to meet in that location; and
(2) the meeting place is in a building providing public access that can accommodate the number of persons expected to attend the meeting.
(c) Except as provided by Subsections (b) and (f) of this section, the term shall be held at:
(1) the county seat at the courthouse;
(2) an auxiliary courthouse, courthouse annex, or another building in the county acquired by the county under Chapter 292, 293, or 305 or another law, that houses county administration offices or county or district courts, located inside the municipal limits of the county seat;
(3) the regular meeting place of another political subdivision if:
(A) the commissioners court meets with the governing body of that political subdivision located wholly or partly within the county; and
(B) the regular meeting place of that political subdivision is in the county;
(4) a meeting place in the county in a building owned by another political subdivision located wholly or partly in the county if:
(A) the commissioners court meets with the governing body of that political subdivision;
(B) the places where the commissioners court and the governing body of the political subdivision regularly hold their meetings are not large enough to accommodate the number of persons expected to attend the meeting; and
(C) the meeting place in the building owned by the political subdivision is large enough to accommodate the expected number of persons; or
(5) a meeting place in the county in a building owned by the county if:
(A) the place where the commissioners court regularly holds its meetings is not large enough to accommodate the number of persons expected to attend the meeting; and
(B) the meeting place in the building owned by the county is large enough to accommodate the expected number of persons.
(d) At the first regular term of each calendar year, the commissioners court may select, on no less than seven days notice, a new site at which terms are to be held during that year pursuant to Subsection (c)(2).
(e) On initial enactment of this legislation the county commissioners court may select a new site pursuant to Subsection (c)(2) on seven days notice and passage at a regular meeting of commissioners court.
(f) If the commissioners court determines that in the interest of public safety the term should be held at a site other

than the site selected under Subsection (d), the commissioners court may, after notice, hold a term at a different site as determined by the commissioners court.
(g) Any business of the commissioners court that is required by law to be conducted at a regular term may also be conducted at any meeting of the court held on a day on which the court routinely and periodically meets, regardless of whether the periodic interval is weekly, monthly, quarterly, annually, or some other interval.
(h) The commissioners court may designate a day of the week on which the court shall convene in a regular term each month other than the day of the week designated under Subsection (a).

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	08/31/2022 09:48 AM
Form Started By: Hal Hawes		Started On: 08/31/2022 09:39 AM
Final Approval Date: 08/31/2022		

Commissioners Court - Regular Session **18.**

Meeting Date: 09/13/2022

HB Engagement

Submitted For: Bill Gravell **Submitted By:** Hal Hawes, County Judge

Department: County Judge

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on the engagement of the law firm of Husch Blackwell to represent Williamson County in relation to an emergency medical services billing contract issue; 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

Attachments

Husch Blackwell Engagement Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/08/2022 09:18 AM
Form Started By: Hal Hawes		Started On: 09/08/2022 09:16 AM
Final Approval Date: 09/08/2022		

HUSCH BLACKWELL

JAMES KEITH MCCLENDON
Partner

111 Congress Avenue, Suite 1400
Austin, TX 78701
Direct: 512.479.9761
Fax: 512.479.1101
james.mcclendon@huschblackwell.com

September 6, 2022

VIA E-MAIL hhawes@wilco.org

Williamson County, Texas
c/o Hal C. Hawes, General Counsel
710 Main Street, Suite 200
Georgetown, Texas 78626

Re: Agreement for Legal Services

Dear Mr. Hawes:

Thank you for asking Husch Blackwell to represent Williamson County, Texas ("County").

Client and Scope of Representation. Our client for this engagement will be the County. It is understood that, in the absence of written agreement to the contrary, our work in connection with this engagement shall not be considered to create an attorney-client relationship between us and any other persons or entities related to the County, including parents, subsidiaries, shareholders, partners, members, or other affiliates, and thus our sole client for this engagement shall be the County. We will not consider entities affiliated with the County, other than the governmental departments that serve the County, as our clients for the purpose of checking future conflicts of interest.

We are being retained to represent the County in connection with an emergency medical services billing contract issue. In the event that we are asked to provide additional services, we will confirm such engagement in writing. Absent specific modification, any additional services will be governed by the terms and conditions of this agreement.

You acknowledge that we are not your general counsel and that our acceptance of this engagement does not involve an undertaking to represent you or your interests in any matter other than that described above. Furthermore, you acknowledge that our representation does not entail a continuing obligation to advise you concerning subsequent legal developments that might have a bearing on your affairs generally or, after the completion of the matter as to which we are representing you, subsequent legal documents related to or that might have a bearing on that matter.

Conflicts. As we have discussed, Husch Blackwell LLP has a number of offices and represents many clients on a regional or national basis. Some of the clients we represent may be your competitors, vendors or customers. It is possible that some of our present or future clients will ask us to represent them in disputes or other matters where their interests are adverse to County during the time we are providing legal services to you. It is also possible that we will represent, or be asked to represent (in other matters), parties whose interests are adverse to yours in this or a future matter in which we represent you. Both of these situations would create a conflict of interest under our ethical rules which would prohibit us from undertaking the simultaneous representations without the waiver and consent of both clients. Therefore, as a condition to our undertaking this engagement, you agree that our firm may represent existing or new clients whose interests are adverse to yours in all types of matters, including litigation, that are not substantially related to the matters in which we represent you. You further agree that we may undertake to represent parties to whom you are adverse in matters in which we represent you, provided again that we do so only in matters that are not substantially related to our work for you. You could, of course, choose not to waive these conflicts of interest, in which case we could decline to undertake this representation of County. Because the validity and enforceability of these conflict waivers are essential conditions to the firm's willingness to accept this engagement, and the firm would not accept the engagement but for these waivers, you agree that, if the validity or enforceability of these waivers is ever challenged or revoked, we may withdraw from representing you and continue to represent our other clients, even in matters directly adverse to County, including litigation.

As we have discussed, other lawyers at Husch Blackwell currently represent clients adverse to Williamson County, Texas. The firm is adverse to the County of Williamson, Texas in the Grand Avenue Parkway matter for the firm's existing client, The NRP Group. This is an unrelated real estate and development-zoning/land use matter. In addition, the firm is adverse to County of Williamson, Texas in a Claims Administration matter for the firm's existing client, CBL & Associates Management, Inc. This is an unrelated commercial litigation matter.

Under ethical rules, this creates a conflict of interest, and we therefore need to obtain your consent. In cases where a firm represents a client's adverse party, the client could be concerned that the firm's commitment, loyalty or duty of confidentiality could be impaired by the relationship with the adversary. We assure you that we will not allow this to occur, and we would not request this waiver unless we were confident that the conflict would not compromise our representation of either client.

It is entirely up to you whether to waive this conflict or not. If you do not choose to do so, we will be unable to represent you in this matter. If you do choose to waive this conflict, we do not believe there is any material risk that our representation of you would be adversely affected, since the EMS billing contract issue matter is unrelated to the work we do for The NRP Group and/or CBL & Associates Management, Inc., and therefore any confidential information we obtain from County about the matter is unlikely to be relevant to the firm's work for The NRP Group and/or CBL & Associates Management, Inc.; and since I do not represent The NRP Group and/or CBL & Associates Management, Inc., personally, so my personal loyalties to County will be

undivided. We will represent County diligently in this matter, and we will not share any of County' confidential information relating to this matter with The NRP Group and/or CBL & Associates Management, Inc.

Please confirm by signing below that County consents to this conflict and agrees to the firm's representation in the EMS billing contract issue matter at the same time that other firm attorneys represent your adverse party, The NRP Group and/or CBL & Associates Management, Inc., in unrelated matters.

Consultation With Counsel. You have the right to consult with independent counsel, at your expense, about the matters contained in this letter. If you have any questions or concerns we encourage you to consult such counsel.

Fees and Expenses. Our fees are based on the amount of time we devote to a project. Any estimates of fees that we may give from time to time are based on our judgment of the circumstances at a given time, and actual fees may be more or less than the estimated amount. Any estimate of fees or costs we provide thus may not be considered as a minimum, maximum, or fixed fee quotation.

I will be the responsible attorney for this engagement but other attorneys and legal assistants may assist with the engagement. The current *discounted* rates for the professionals working on this matter are: James McClendon/Partners, $550; Associates, $450; and Paralegals, $250. Our hourly rates are reviewed and adjusted periodically. Adjusted rates will be applicable to any work done after the effective date of the adjustment.

In litigation and matters requiring document productions, including third party and government subpoenas, investigations, and regulatory matters, electronically stored information is almost always implicated. For these matters, the firm uses the services of its Litigation Technology Department to meet the demands of electronic discovery and document management using the latest technological tools. The services provided by the firm's Litigation Technology Department require significant expertise. Services may include coordination and consultation on discovery materials, development and hosting of document review databases, and preparation and presentation of electronic evidentiary materials at trial. Pricing for this work is set forth in the attached schedule.

We will bill on a monthly basis for our professional fees and for reimbursement of expenses incurred in connection with this engagement. We will generally not pay the fees and expenses of other service providers, such as consultants, local counsel, deposition reporters, experts, and the like, but will forward those bills directly to you for payment.

Payment shall be due upon receipt of our invoice. If we do not receive comment about the invoice within twenty days of the date of the invoice, we will assume you have reviewed the

invoice and find it acceptable. Invoices not paid within thirty days of the invoice date will be subject to a late charge allowed by Chapter 2251 of the Texas Government Code (Texas Prompt Payment Act). If an invoice remains unpaid more than ninety days after the invoice date, we may, consistent with our ethical obligations and judicial requirements, cease performing services for you until arrangements satisfactory to us have been made for payment of arrearages and future fees. You agree that, in such an event, we have the right to withdraw as your attorneys from any matter or proceeding in which we may be engaged.

Deposit. It is our standard practice to require an advance deposit from a new client and for each new significant matter. In connection with this engagement, we are waiving the deposit at this time, however, the deposit requirement will be revisited should this matter require litigation. You have agreed to pay our monthly invoices on a current basis, any deposit shall be applied to the outstanding balance upon the conclusion of our representation or, at our option, to satisfy delinquent monthly statements. We reserve the right to request further reasonable deposits if the initial payment is used to satisfy prior invoices. Any unused portion of the deposit will be refunded at the conclusion of the representation.

Communications. We understand that we are to report to and take direction from Hal C. Hawes, General Counsel for the Williamson County Commissioners Court, for this engagement. If you should prefer that we report to some other person, please let us know. We understand that you have approved the use of internet e-mail for communications concerning this matter. Our state ethics rules suggest that we remind you that the internet does not provide a totally secure method of communication, and e-mail may be copied and held by any computer through which it passes. Persons not participating in the communication may intercept e-mails, and e-mails stored on computers may be accessed by unauthorized parties. If you would prefer that we not communicate with you via e-mail, please advise me immediately.

Marketing Materials. Periodically, our firm prepares marketing materials in which we include the names and corporate logos of selected clients and sometimes a brief description of a significant project on which we worked. You agree that we may do so with regard to you and any matters we handle for you at this time or in the future. If we include our representation of you in these materials, we will not include information about any specific transaction that is not otherwise publicly available without your prior approval.

Document Retention. Some materials related to our representation of you (e.g. administrative records, time and expense reports, personnel materials, and credit and accounting records) belong to us and will be handled in accordance with our document retention policy. Other materials (i.e. documents provided to us by you and the final version of documents that you retain us to create) are considered client files and belong to you. We will retain your client file for ten years or such longer period as required by statute or our firm's document retention policy. At your request, we will return your file to you or any other person designated by you. If, at your request, we retain your client files beyond their normal period of retention, such long-term storage will be

at your cost. If you have not requested that we return your file or made arrangements for long-term storage, we may destroy or otherwise dispose of your client files after the retention period.

Our Professional Responsibility. The code of professional responsibility to which we are subject lists several types of conduct or circumstances that require or allow us to withdraw from representing a client. These include, for example, nonpayment of fees or charges, misrepresentation or failure to disclose material facts, action contrary to our advice, and conflict of interest with another client.

We try to identify in advance and discuss with our clients any situation that may lead to our withdrawal. If withdrawal ever becomes necessary, we give our clients written notice as soon as practicable.

Under rules of the Texas Supreme Court and the State Bar of Texas, we advise our clients of the contents of the Texas Lawyer's Creed, a copy of which is enclosed. In addition, we advise clients that the State Bar of Texas investigates and prosecutes complaints of professional misconduct against attorneys licensed in Texas. A brochure entitled Attorney Complaint Information is available at all of our offices and is likewise available upon request. A client that has any questions about the State Bar's disciplinary process should call the Office of the General Counsel of the State Bar of Texas at 1-800-932-1900 (toll free).

Limited Liability Partnership. Husch Blackwell LLP is organized as a limited liability partnership. This means every attorney in our firm who either directly performs or supervises legal services for you will have full professional responsibility and legal liability for those services, in addition to the firm itself. However, individual attorneys in the firm who have no direct involvement or supervisory role in your representation will not have any personal liability for the legal services performed by others in the firm.

Conclusion of Representation. Our relationship with you will be concluded when we have completed our agreed-upon services. In addition, and without limiting the preceding sentence, in the event we have performed no work for you or on your behalf for six consecutive months, you agree that our attorney-client relationship with you will be terminated.

It is understood that the terms of this letter and its enclosures constitute the terms under which we will undertake this representation. If you find the proposed engagement terms acceptable, please execute and return a copy of this letter for our file. If you do not agree to any of the terms of this letter and its enclosures, please call me as soon as possible within the next ten days to discuss. If I do not hear from you, it is understood that these are the terms of our representation.

Thank you again for selecting us for this engagement. We look forward to working with you.

Very truly yours,
HUSCH BLACKWELL LLP

JKM/sop
HB EGL v2022.06.01

By: 

JAMES K. MCCLENDON
Partner

Attachment

AGREED:

WILLIAMSON COUNTY, TEXAS

By: _____

Name: _____

Title: _____

Dated: _____

THE TEXAS LAWYER'S CREED -- A Mandate for Professionalism

The Texas Supreme Court and the Texas Court of Criminal Appeals adopted this Creed, with the requirement that lawyers advise their clients of its contents when undertaking representation.

I am a lawyer; I am entrusted by the People of Texas to preserve and improve our legal system. I am licensed by the Supreme Court of Texas. I must therefore abide by the Texas Disciplinary Rules of Professional Conduct, but I know that Professionalism requires more than merely avoiding the violation of laws and rules. I am committed to this Creed for no other reason that it is right.

I. OUR LEGAL SYSTEM. A lawyer owes to the administration of justice personal dignity, integrity, and independence. A lawyer should always adhere to the highest principles of professionalism. I am passionately proud of my profession. Therefore, "My word is my bond." I am responsible to assure that all persons have access to competent representation regardless of wealth or position in life. I commit myself to an adequate and effective pro bono program. I am obligated to educate my clients, the public, and other lawyers regarding the spirit and letter of this Creed. I will always be conscious of my duty to the judicial system.

II. LAWYER TO CLIENT. A lawyer owes to a client allegiance, learning, skill, and industry. A lawyer shall employ all appropriate means to protect and advance the client's legitimate rights, claims, and objectives. A lawyer shall not be deterred by any real or imagined fear of judicial disfavor or public unpopularity, nor be influenced by mere self-interest. I will advise my client of the contents of this Creed when undertaking representation. I will endeavor to achieve my client's lawful objectives in legal transactions and in litigation as quickly and economically as possible. I will be loyal and committed to my client's lawful objectives, but I will not permit that loyalty and commitment to interfere with my duty to provide objective and independent advice. I will advise my client that civility and courtesy are expected and are not a sign of weakness. I will advise my client of proper and expected behavior. I will treat adverse parties and witnesses with fairness and due consideration. A client has no right to demand that I abuse anyone or indulge in any offensive conduct. I will advise my client that we will not pursue conduct which is intended primarily to harass or drain the financial resources of the opposing party. I will advise my client that we will not pursue tactics which are intended primarily for delay. I will advise my client that we will not pursue any course of action which is without merit. I will advise my client that I reserve the right to determine whether to grant accommodations to opposing counsel in all matters that do not adversely affect my client's lawful objectives. A client has no right to instruct me to refuse reasonable requests made by other counsel. I will advise my client regarding the availability of mediation, arbitration, and other alternative methods of resolving and settling disputes.

III. LAWYER TO LAWYER. A lawyer owes to opposing counsel, in the conduct of legal transactions and the pursuit of litigation, courtesy, candor, cooperation, and scrupulous observance of all agreements and mutual understandings. Ill feelings between clients shall not influence a lawyer's conduct, attitude, or demeanor toward opposing counsel. A lawyer shall not engage in unprofessional conduct in retaliation against other unprofessional conduct. I will be courteous, civil, and prompt in oral and written communications. I will not quarrel over matters of form or style, but I will concentrate on matters of substance. I will identify for other counsel or parties all changes I have made in documents submitted for review. I will attempt to prepare

documents which correctly reflect the agreement of the parties. I will not include provisions which have not been agreed upon or omit provisions which are necessary to reflect the agreement of the parties. I will notify opposing counsel, and, if appropriate, the Court or other persons, as soon as practicable, when hearings, depositions, meetings, conferences or closings are canceled. I will agree to reasonable requests for extensions of time and for waiver of procedural formalities, provided legitimate objectives of my client will not be adversely affected. I will not serve motions or pleadings in any manner that unfairly limits another party's opportunity to respond. I will attempt to resolve by agreement my objections to matters contained in pleadings and discovery requests and responses. I can disagree without being disagreeable. I recognize that effective representation does not require antagonistic or obnoxious behavior. I will neither encourage nor knowingly permit my client or anyone under my control to do anything which would be unethical or improper if done by me. I will not, without good cause, attribute bad motives or unethical conduct to opposing counsel nor bring the profession into disrepute by unfounded accusations of impropriety. I will avoid disparaging personal remarks or acrimony towards opposing counsel, parties and witnesses. I will not be influenced by any ill feeling between clients. I will abstain from any allusion to personal peculiarities or idiosyncrasies of opposing counsel. I will not take advantage, by causing any default or dismissal to be rendered, when I know the identity of an opposing counsel, without first inquiring about that counsel's intention to proceed. I will promptly submit orders to the Court. I will deliver copies to opposing counsel before or contemporaneously with submission to the court. I will promptly approve the form of orders which accurately reflect the substance of the rulings of the Court. I will not attempt to gain an unfair advantage by sending the Court or its staff correspondence or copies of correspondence. I will not arbitrarily schedule a deposition, Court appearance, or hearing until a good faith effort has been made to schedule it by agreement. I will readily stipulate to undisputed facts in order to avoid needless costs or inconvenience for any party. I will refrain from excessive and abusive discovery. I will comply with all reasonable discovery requests. I will not resist discovery requests which are not objectionable. I will not make objections nor give instructions to a witness for the purpose of delaying or obstructing the discovery process. I will encourage witnesses to respond to all deposition questions which are reasonably understandable. I will neither encourage nor permit my witness to quibble about words where their meaning is reasonably clear. I will not seek Court intervention to obtain discovery which is clearly improper and not discoverable. I will not seek sanctions or disqualification unless it is necessary for protection of my client's lawful objectives or is fully justified by the circumstances.

IV. LAWYER AND JUDGE. Lawyers and judges owe each other respect, diligence, candor, punctuality, and protection against unjust and improper criticism and attack. Lawyers and judges are equally responsible to protect the dignity and independence of the Court and the profession. I will always recognize that the position of judge is the symbol of both the judicial system and administration of justice. I will refrain from conduct that degrades this symbol. I will conduct myself in court in a professional manner and demonstrate my respect for the Court and the law. I will treat counsel, opposing parties, the Court, and members of the Court staff with courtesy and civility. I will be punctual. I will not engage in any conduct which offends the dignity and decorum of proceedings. I will not knowingly misrepresent, mischaracterize, misquote or miscite facts or authorities to gain an advantage. I will respect the rulings of the Court. I will give the issues in, controversy deliberate, impartial and studied analysis and consideration. I will be considerate of the time constraints and pressures imposed upon the Court, Court staff and counsel in efforts to administer justice and resolve disputes.

SCHEDULE OF CHARGES
FOR
LITIGATION TECHNOLOGY SERVICES
Effective March 1, 2022

(Rates subject to periodic adjustment.
Adjusted rates apply to services provided subsequently.)

This schedule identifies charges that will be incurred and appear on your invoice when Litigation Technology is engaged to provide services on your matter.

Litigation Technology charges for its services via a monthly fee.

Monthly Fee

0 to 5 GB	**$550.00 per month**
5.01 to 10 GB	**$950.00 per month**
For each additional GB	
10.01 to 100 GB	**$45.00 per GB\Month**
100.01 to 200 GB	**$20.00 per GB\Month**
200.01 and up	**$10.00 per GB\Month**

SERVICES INCLUDED IN MONTHLY FEE

The above listed pricing includes all of the following services when electronic data is processed for inclusion into a Relativity database (our document review and production software):

Up to 100 compressed GB of data processing using Nuix early case assessment software
Loading of data and updates to Relativity document review database
Hosting of internal Relativity document review database
Electronic document productions
OCR processing
Electronic bates numbering
Format conversions
Media services
Hourly time by Litigation Technology professionals

HOW THE MONTHLY FEE IS CALCULATED

Monthly fee pricing is based on a flat rate of $550.00 per month for matters under 5 GB and at the rate of $950.00 per month for matters between 5.01 and 10 GB.

For matters over 10 GB, pricing is based on a graduated scale.

For example: A matter with 12 GB would be billed at a rate of $950.00 for the first 10 GB of data and then $45.00 per GB for the additional 2 GB, for a total of $1,040.00 per month. The monthly fee will be billed on the last business day of each month that the database resided in the HB Relativity system at any time during the month. Fees are billed on a monthly basis and are not prorated.

SERVICES NOT INCLUDED IN MONTHLY FEE

Fees not included in the monthly fee pricing are as follows. Please note that these services are not necessarily required in every matter:

Electronic discovery data processing using Nuix early case assessment software for data sizes over 100 compressed GB or data processing for early case assessment as an ad hoc service (i.e., processing/early case assessment not intended for a Relativity database):

$100.00 per compressed GB (minimum charge $100.00)

Relativity outside user access: $83.00 per user per month

Collection of source data: Hourly rates will apply.

GLOSSARY OF TERMS

Electronic discovery data processing and/or Early Case Assessment in Nuix: ECA processing is a necessary step to cull data prior to loading into Relativity for document review. Deduplication and search terms can be applied. Documents can be tagged for import into Relativity. This includes setup, processing time and quality control.

Relativity outside user access: For any non-HB personnel needing access to a Relativity database.

Loading and update to document review database: This includes standard manipulation of load files including modifying directory paths within the load file. It includes copy time to the network, any definition of fields in the database, the actual load into the database and quality control.

Electronic Document Productions: An electronic document production is the electronic version of producing documents in paper format. This includes setup time in the database, bates numbering, computer processing time, accompanying load files and quality control.

OCR Processing: Optical character recognition is the text extraction or rendering of a document image to text format. OCR allows for scanned documents or image based electronic documents to be searched through common review databases. This includes setup, processing time and quality control.

Electronic Bates Numbering: Electronic bates labeling is the electronic marking of bates numbers, prefix, and other designations on various electronic file types. This fee includes setup, computer processing time and quality control.

Format Conversion (Example TIF to PDF): This includes setup, processing time and quality control.

Media Services-

Flash Drive 8 Gigabyte:	$10 per Drive
Flash Drive 32 Gigabyte:	$15 per Drive
Flash Drive 64 Gigabyte	$20 per Drive
Flash Drive 128 Gigabyte	$30 per Drive
Flash Drive 256 Gigabyte	$50 per Drive
External Hard Drive 1 Terabyte	$75 per Drive

External Hard Drive 2 Terabyte	$95 per Drive

CIRCUMSTANCES REQUIRING OUTSOURCING

Occasionally, we may outsource our services based on deadlines and resources available. The actual vendor costs for outsourced services will be passed directly to you, with no cost increase or markup.

Additionally, when providing eDiscovery expertise and Litigation Technology services on your matter, the firm's eDiscovery team (Husch Blackwell eDiscovery Solutions "HBES") may engage its preferred vendor at its discretion to assist with Relativity Analytics consulting, if needed to benefit your case. The cost associated with this work will be included on your invoice from Husch Blackwell. HBES may also engage a combination of in-house, as well as outsourced document review attorneys from its preferred vendor, at its discretion on your matter, based on what best serves the needs of the case and budget. The costs associated with outsourced document review will be included on your invoice from Husch Blackwell.

Commissioners Court - Regular Session **19.**

Meeting Date: 09/13/2022

Award RFQ #22RFSQ129 Real Estate Broker Pool for As Needed Real Estate Services for Williamson County

Submitted For: Joy Simonton **Submitted By:** Brenda Fuller, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on awarding RFQ #22RFSQ129 Real Estate Broker Pool for As-Needed Real Estate Services for the sale of real property for Williamson County to the recommended firm of Jones Lang LaSalle Brokerage, Inc. Statement of Qualifications shall be honored for five (5) years from the date they are submitted.

Background

Williamson County received Two (2) responses of statements of qualifications from prospective firms to provide as-needed Real Estate Services on criterion stated in advertised specifications for the project in Bonfire, the County's solicitation platform. The County advertised 54 consecutive days in Bonfire to a list of 236 vendors using registered Bonfire vendors and the State of Texas Certified Masters Bidders List (CMBL). Review for addition or removal of firms to the pool shall be conducted on an as-needed basis. Subsequent solicitations may be issued to augement the pool. Resulting Professional Service Agreements (PSA) will be submitted for court approval based on a firm's specific qualifications for a specific project scope for the sale of real property. Williamson County contact is Hal Hawes.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Statement of Opening

Recommendation Letter

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	09/01/2022 10:12 AM
County Judge Exec Asst.	Becky Pruitt	09/01/2022 10:30 AM
Form Started By: Brenda Fuller		Started On: 08/29/2022 11:31 AM
Final Approval Date: 09/01/2022		

Statement of Opening

Supplier	Date Submitted	Name	Email	Confirmation Code
Scott Real Estate Group	Jul 18, 2022 2:30 AM CDT	Lenora Scott	slenora@hotmail.com	MjI1NzAy
Jones Lang LaSalle Brokerage, Inc.	Aug 03, 2022 9:50 AM CDT	Steve Garven	piregistrations@am.jll.com	MjI4NDg0

GENERAL COUNSEL
WILLIAMSON COUNTY COMMISSIONERS COURT

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August 26, 2022

Williamson County Purchasing Department
100 Wilco Way
Suite P101
Georgetown, TX. 78626

RE: 22RFQ129 - Real Estate Broker Pool

Dear Madam or Sir,

I have evaluated the submittals and I would like to move forward with recommending Jones Lang LaSalle Brokerage, Inc. as a Real Estate Broker/Firm to be added to the pool for possible future commercial real estate transactional needs. I am not recommending any other submittal that was made in response to this solicitation.

I am of the opinion the County should attempt to obtain more interest from area realtors and firms in an additional solicitation process this fall or next year in order to augment the pool with additional brokers and firms.

Sincerely,



Hal C. Hawes,
General Counsel
Williamson County Commissioners Court

Commissioners Court - Regular Session **20.**

Meeting Date: 09/13/2022

Approval of Laboratory Pricing Schedule for Drug Testing from Abbott for Pre-trial Services

Submitted For: Joy Simonton **Submitted By:** Erica Smith, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving the pricing schedule from Redwood Toxicology Laboratory, Inc. a division of Abbott for lab services and testing with related products and supplies, pursuant to Sourcewell Contract #011222.

Background

Approval of this item will support the operations of the Williamson County Pre-trial Services Department. Abbott can provide rapid drug screening services to Williamson County. Total price will be dependent upon how many tests are needed. See attached pricing schedule for details and pricing. Legal, Contract Audit and the Budget Office have reviewed this purchase. It is estimated that costs for FY23 will be $4,000.00. This expenditure will be charged to FY23 01.0100.0591.004100. Department contact is Jamie Carrillo.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Pricing Schedule

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	09/08/2022 06:56 AM
County Judge Exec Asst.	Becky Pruitt	09/08/2022 08:19 AM
Form Started By: Erica Smith		Started On: 08/23/2022 10:47 AM
Final Approval Date: 09/08/2022		

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PRICING SCHEDULE

Sourcewell

RFP #011222 for Lab Services and Testing with Related Products and Supplies

URINE LABORATORY SERVICES

Urine Lab Tests - Standard Drugs

***Standard drugs include** : Alcohol (Ethanol), Amphetamines/Methamphetamines, Barbiturates, Benzodiazepines, Buprenorphine*, Cocaine, Carisoprodol, Ecstasy (MDMA), Ethyl Glucuronide (EtG), Fent anyl*, Heroin (6-MAM), Marijuana (THC), Meperidine*, Methadone, Opiates, Oxycodone, PCP, Propoxyphene, Tramadol. May substitute drug with adulteration test such as Creatinine, pH, or Specific Gravity at no additional cost. Creatinine is automatically included as a drug on every urine panel. Drugs marked with an asterisk (*) cost more to confirm than standard drugs.*

TEST CODE	DRUG(S)	DESCRIPTION	PRICE PER SPECIMEN
Various	1 to 4	One to Four Drug Standard Urine Lab Panel - Screen Only	$ 5.70
Various	5 to 8	Five to Eight Drug Standard Urine Lab Panel - Screen Only	$ 6.75
Various	9 to 11	Nine to Eleven Drug Standard Urine Lab Panel - Screen Only	$ 7.50
Various	12 to 15	Twelve to Fifteen Drug Standard Urine Lab Panel - Screen Only	$ 8.25
Various	16 to 19	Sixteen to Nineteen Drug Standard Urine Lab Panel - Screen Only	$ 9.00
Various	1	GC-MS, LC-MS/MS or GC-FID Standard Urine Confirmation - cost per drug	$ 18.00
5292	1	Buprenorphine Urine Lab Confirmation	$ 25.00
646 or 647	1	Ethyl Glucuronide/Ethyl Sulfate (EtG/EtS) Alcohol Metabolite Screen with Automatic Confirmation if Positive**	$ 18.00
5504	11	Fentanyl Urine Lab Confirmation	$ 25.00
5757	1	Meperidine Urine Lab Confirmation	$ 25.00
N/A	N/A	Nitrites - Add-On *Adulteration Check, cost to build into your standard urine lab panel*	$ 1.50
1332	N/A	Nitrites - Standalone Screen *Adulteration Check, cost when ordered as a separate test*	$ 5.70
330 or 331	N/A	pH or Specific Gravity (Specimen Validity Checks) - *price each when requested separately*	$ 5.70
N/A	N/A	pH or Specific Gravity (Specimen Validity Checks) Add-On - *price each when added on to a standard panel or specialty test*	$ 1.25
P69	N/A	Specimen Validity Panel - Creatinine, pH & Specific Gravity - *when requested separately (i.e. not built into panel)*	$ 5.70
N/A	N/A	Specimen Validity Panel - Creatinine, pH & Specific Gravity Add-On - *when added on in addition to a standard panel or specialty test*	$ 1.25
V175	1	Amphetamines Rescreen	$ 7.25
V176	1	THC Rescreen	$ 7.25
V138	1	Opiates Qualitative Confirmation	$ 18.00

***Bundled test prices (i.e. screen with automatic confirmation at no additional cost if positive) are only available for non-clinical clients. EtG and additional bundled test panels are available on a case-by-case basis to members and will be negotiated upon request using percent positivity rates and volumes.*

Urine Lab Tests - Specialty Drugs

Specialty lab tests may be ordered in addition to a stnadard panel or as stand-alone tests. Please visit www.redwoodtoxicology.com or contact us at (800) 255-2159 for more information about our specialty tests and panels.

TEST CODE	DRUG(S)	DESCRIPTION	PRICE PER SPECIMEN
5210	1	Ambien (Zolpidem) Urine Confirmation	$ 18.00
5200	1	Buproprion Urine Confirmation	$ 27.00
1273	1	Cotinine (Nicotine metabolite) - Urine Screen Only	$ 5.70
5273	1	Cotinine (Nicotine metabolite) - Urine Confirmation Only	$ 27.00
1243	1	Dextromethorphan - Urine Screen Only	$ 5.70
5243	1	Dextromethorphan - Urine Confirmation Only	$ 18.00
5560	1	Gabapentin Urine Confirmation	$ 25.00
5503	1	GHB Urine Confirmation	$ 25.00
5501	1	Ketamine Urine Confirmation	$ 25.00
5960	1	Kratom Urine Confirmation	$ 25.00
1163	1	LSD - Urine Screen Only	$ 6.50
5483	1	Tianeptine - Urine Screen with Confirmation	$ 45.00

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PRICING SCHEDULE

Sourcewell

RFP #011222 for Lab Services and Testing with Related Products and Supplies

URINE LABORATORY SERVICES (Continued)

Urine Lab Tests - Specialty Panels

TEST CODE	DRUG(S)	DESCRIPTION	PRICE PER SPECIMEN
P40 or P45	Multi	Comprehensive Panel - Urine Screen Only / Confirmation for additional fee of $20.00 per drug. Detects over 600 brand name prescription drugs, ilicit drugs, and alcohol.	$ 60.00
P81	3	Designer Stimulants (Bath Salts) Urine Test - Basic Panel (MDPV, Mephedrone, Methylone)	$ 25.00
P80	21	Designer Stimulants (Bath Salts) Urine Test - Expanded Panel	$ 45.00
5554	29	Fentanyls Urine Test - Premium Panel	$ 45.00
6473	19	Synthetic Marijuana (K2/Spice) Urine Test - Standard Panel	$ 25.00
8474	37	Synthetic Marijuana (K2/Spice) Urine Test - Premium Panel	$ 45.00
5550	41	Steroid Testing Urine	$ 70.00

ORAL FLUID LABORATORY SERVICES

Oral Fluid Lab Tests - Standard Drugs

***Standard drugs include** : Alcohol (Ethanol), Amphetamines/Methamphetamines (includes MDMA), Barbiturates, Benzodiazepines, Cocaine, Marijuana (THC), Methadone, Opiates, Oxycodone, PCP.*

TEST CODE	DRUG(S)	DESCRIPTION	PRICE PER SPECIMEN
2101001	N/A	Quantisal Oral Fluid Collection Device - *purchase required prior to testing*	$ 2.00
Various	5 to 8	Five to Eight Drug Standard Oral Fluid Lab Panel - Screen Only	$ 10.75
Various	9 to 11	Nine to Eleven Drug Standard Oral Fluid Lab Panel - Screen Only	$ 11.50
Various	1	GC-MS, LC-MS/MS or GC-FID Standard Oral Fluid Confirmation - cost per drug	$ 20.00
N/A	1	Buprenorphine - Add-On Screen *Cost to build into your standard oral fluid lab panel*	$ 2.00
N/A	1	Buprenorphine Oral Fluid Confirmation	$ 20.00
N/A	1	Fentanyl - Add-On Screen *Cost to build into your standard oral fluid lab panel*	$ 2.00
N/A	1	Fentanyl Oral Fluid Confirmation	$ 20.00

***Bundled test panels (i.e. screen with automatic confirmation at no additional cost if positive) are available on a case-by-case basis to members for non-clinical testing*

Oral Fluid Lab Tests - Specialty Drugs

TEST CODE	DRUG(S)	DESCRIPTION	PRICE PER SPECIMEN
F25	19	Synthetic Cannabinoids (K2/Spice) Oral Fluid Lab Confirmation	$ 20.00
F55	1	Tramadol Oral Fluid Lab Confirmation	$ 20.00

LABORATORY SUPPLEMENTARY SERVICES - RTL

Problematic Specimen and Additional Service Charges

TEST CODE	DESCRIPTION	PRICE PER OCCURRENCE
QNS	Insufficient Volume	$ 10.00
PROB	Chain of Custody (COC) and/or Specimen Label Errors	$ 10.00
	Product and/or Supply Shipping Errors due to Incorrect Address Provided	$ 25.00
ADS	Accidental Delivery Specimen - Specimen Sent to RTL in Error	$ 100.00
PULL	Specimen Retrieval from Storage for Follow-Up Testing	$ 10.00
FEDEX	Short Shipment - Less than Five (5) Specimens	$ 12.00

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PRICING SCHEDULE

Sourcewell

RFP #011222 for Lab Services and Testing with Related Products and Supplies

Court Support / Expert Witness Services (RTL)

TEST CODE	DESCRIPTION	PRIC EPER OCCURRENCE
AFFD	Affidavits	$ 150.00
INTP	Interpretations	$ 100.00
CORT	Telephonic or Webinar Court Testimony	$ 250.00
	In-Person Court Testimony	$800 per day

COMPLIMENTARY SERVICES INCLUDED

Services Included at No Additional Charge (RTL)

TEST CODE	DESCRIPTION	PRIC EPER OCCURRENCE
	ToxAccess Web-Based Drug Testing Management System, including the following optional features: - Online Results Viewing, including designated Responsible Parties - Automated Randomization / Test Scheduling with IVR Call-In and Web Check-In - Web-Based Collections - Compliance Monitoring Alerts and Score - Statistical Reporting Tools	No charge
	Toxicology Support Services - *customer service and access to toxicologists via toll-free phone or email*	No charge
	Training - *web-based training via Learning xChange or scheduled webinar*	No charge

COLLECTION & SHIPPING SUPPLIES

RTL provides all necessary urine specimen collection and shipping supplies to its clients at no additional cost. For urine testing, these supplies include:

- Urine specimen collection containers: wide-mouth beaker with 45mL flip-top vial or 90mL bottles with lids and built-in temperature strips.

- Specimen baggies with absorbent material

- Preprinted chain of custody forms/labels & security seals

- Pre-paid FedEx or UPS lab packs or pre-paid U.S. mailer boxes.

Lab Supply Shipping and Handling: Outbound lab supply orders will be shipped at no charge for ground service delivery for locations in the continental U.S. Expedited shipping of supplies will be charged on an 'at cost' basis. FOB Shipping Point.

Specimen Shipment to RTL: Next day air service of inbound specimens sent to RTL for testing is provided at no charge when five (5) or more urine and/or oral fluids specimens are sent in each FedEx overnight shipment. Any combination of urine and/or oral fluids devices may be shipped together via FedEx overnight service. Fewer than five (5) specimens sent to the lab by next day air service will be assessed a twelve dollar ($12.00) charge per shipment.

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PRICING SCHEDULE

Sourcewell

RFP #011222 for Lab Services and Testing with Related Products and Supplies

RAPID ON-SITE TEST DEVICES - URINE DIPS

Panel-Dip Test Devices

PART NUMBER	DRUG(S)	CONFIGURATION	PRICE PER DEVICE	BOX PRICE (25/BOX)
Various	1	Single Drug Dips Choose from: AMP 1000, BAR 300, BUP 10, BZO 300, COC 150, COC 300, MAMP 500, MAMP 1000, MDMA 500, MTD 300, MOP 300, OPI 2000, OXY 100, PCP 25, THC 50	$0.55	$13.75
01 102 1910	N/A	One Step Validity Test (Seven Parameter) - CR, NI, GL, PH, SG, OX/PCC	$0.75	$18.75
01 568 0008	1	PANEL DIP 01 EtG 500 *- For Forensic Use Only***	$3.05	$76.25
01 568 0009	1	PANEL DIP 01 FENTANYL 20 *- For Forensic Use Only***	$2.20	$55.00
01 501 0073	1	PANEL DIP 01 K2 SPICE 50 *- For Forensic Use Only***	$2.00	$50.00
01 102 0005	2	PANEL DIP 02 COC300/MOP300	$0.75	$18.75
01 102 0006	2	PANEL DIP 02 COC300/THC	$0.75	$18.75
01 102 0191	2	PANEL DIP 02 COC150/THC	$0.75	$18.75
01 102 0192	2	PANEL DIP 02 MAMP500/THC	$0.75	$18.75
01 102 0009	3	PANEL DIP 03 COC300/MAMP1000/THC	$1.00	$25.00
01 102 0014	3	PANEL DIP 03 COC300/MAMP1000/MOP300	$1.00	$25.00
01 102 0193	3	PANEL DIP 03 COC150/MAMP500/THC	$1.00	$25.00
01 102 0194	3	PANEL DIP 03 COC150/MOP300/THC	$1.00	$25.00
01 102 0195	4	PANEL DIP 04 COC150/MAMP500/MOP300/THC	$1.15	$28.75
01 102 0012	4	PANEL DIP 04 COC300/MAMP1000/MOP300/THC	$1.15	$28.75
01 102 0199	4	PANEL DIP 04 AMP1000/COC150/MOP300/THC	$1.15	$28.75
01 102 0015	5	PANEL DIP 05 BZO300, COC300, MAMP1000, MOP300, THC50	$1.40	$35.00
01 102 0034	5	PANEL DIP 05 AMP1000/COC300/MAMP1000/MOP300/THC	$1.40	$35.00
01 102 0201	5	PANEL DIP 05 AMP1000/COC150/MAMP500/MOP300/THC	$1.40	$35.00
01 102 0196	5	PANEL DIP 05 COC150, MAMP500, MOP300, PCP25, THC50	$1.40	$35.00
01 102 0200	5	PANEL DIP 05 AMP1000/COC150/MOP300/PCP/THC	$1.40	$35.00
01 102 0016	6	PANEL DIP 06 BZO/COC300/MAMP1000/MOP300/PCP/THC	$1.60	$40.00
01 102 0119	6	PANEL DIP 06 BZO300, COC300, MAMP1000, MOP300, OXY100, THC50	$1.60	$40.00
01 102 0174	6	PANEL DIP 06 AMP300, COC150, MAMP500, MDMA500, MOP300, THC50	$1.60	$40.00
01 102 0175	6	PANEL DIP 06 BZO300, COC150, MAMP500, MDMA500, MOP300, THC50	$1.60	$40.00
01 102 0202	6	PANEL DIP 06 BZO/COC150/MAMP500/MOP300/OXY/THC	$1.60	$40.00
01 102 0203	6	PANEL DIP 06 AMP1000/BZO/COC150/MAMP500/MOP300/THC	$1.60	$40.00
01 102 0035	7	PANEL DIP 07 AMP1000/BZO/COC150/MOP300/PCP/TCA/THC	$2.00	$50.00
01 102 0176	7	PANEL DIP 07 BZO300, COC150, MAMP500, MDMA500, MOP300, OXY100, THC50	$2.00	$50.00
01 102 0177	7	PANEL DIP 07 AMP1000/COC150/MAMP500/MDMA/MOP300/OXY/THC	$2.00	$50.00
01 102 0179	8	PANEL DIP 08 AMP1000/BZO/COC300/MAMP1000/MOP300/OXY/PCP/THC	$2.15	$53.75
01 102 1989	8	PANEL DIP 08 AMP300/COC150/MAMP500/MOP300/PCP/PPX/OXY/THC	$2.15	$53.75
01 102 0180	9	PANEL DIP 09 AMP1000/BUP/BZO/COC300/MAMP1000/MOP300/OXY/PCP/THC	$2.45	$61.25
01 102 0181	9	PANEL DIP 09 AMP300, BZO300, COC150, MAMP500, MDMA500, MOP300, OXY100, PCP25, THC50	$2.45	$61.25
01 102 0025	10	PANEL DIP 10 AMP1000, BAR300, BZO300, COC300, MAMP1000, MOP300, MTD300, PCP25, TCA1000, THC50	$2.65	$66.25
01 102 0138	10	PANEL DIP 10 COC300/BAR/BZO/MAMP1000/MDMA/MOP300/MTD/OXY/PCP/THC	$2.65	$66.25
01 102 0182	10	PANEL DIP 10 AMP1000, BAR300, BUP10, BZO300, COC300, MAMP1000, MOP300, MTD300, OXY100, THC50	$2.65	$66.25
01 102 0183	10	PANEL DIP 10 BAR300, BZO300, COC150, MAMP500, MDMA500, MOP300, MTD300, OXY100, PCP25, THC50	$2.65	$66.25

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PRICING SCHEDULE

Sourcewell

RFP #011222 for Lab Services and Testing with Related Products and Supplies

RAPID ON-SITE TEST DEVICES - URINE DIPS (Continued)

PART NUMBER	DRUG(S)	CONFIGURATION	PRICE PER DEVICE	BOX PRICE (25/BOX)
01 102 0187	11	PANEL DIP 11 AMP300, BAR300, BZO300, COC150, MAMP500, MDMA500, MOP300, MTD300, OXY100, PCP25, THC50	$2.75	$68.75
01 102 0141	12	PANEL DIP 12 AMP1000/BAR/BZO/COC300/MAMP1000/MDMA/MOP300/MTD/OXY/ PCP/PPX/THC	$2.90	$72.50
01 102 0188	12	PANEL DIP 12 AMP1000, BAR300, BUP10, BZO300, COC300, MAMP1000, MDMA500, MOP300, MTD300, OXY100, PCP25, THC50	$2.90	$72.50

RAPID ON-SITE TEST DEVICES - URINE CUPS

iCup Integrated Test Cup Devices

PART NUMBER	DRUG(S)	CONFIGURATION	PRICE PER DEVICE	BOX PRICE (25/BOX)
01 102 2032	4 + AD	iCup A.D. 04 COC300/MAMP1000/OPI2000/THC w/adulteration (OX, SG, PH) - ***CLIA WAIVED***	$2.15	$53.75
01 102 2021	5 + AD	iCup A.D. 5 AMP1000/COC300/MAMP1000/MOP300/THC w/adulteration (OX, SG, PH)	$2.25	$56.25
01 102 2034	5 + AD	iCup A.D. 5 AMP1000/COC300/MAMP1000/OPI2000/THC w/adulteration (OX, SG, PH) - ***CLIA WAIVED***	$2.25	$56.25
01 102 2022	6 + AD	iCup 06 AMP1000, BZO300, COC300, MAMP1000, OPI2000, THC 50 w/adulteration (OX, PH, SG)	$2.50	$62.50
01 102 2203	7	Expanded iCup 07 AMP500, COC150, MAMP500, MOP300, OXY100, PCP25, THC50 - ***FFUO****	$2.45	$61.25
01 102 2038	8 + AD	iCup A.D. 08 AMP1000, BAR300, BZO300, COC300, MAMP1000, OPI2000, PCP25, THC50, w/adulteration (OX, PH, SG)	$2.80	$70.00
01 102 2069	8 + AD	iCup A.D. 08 AMP1000, BZO300, COC300, MAMP1000, MOP300, OXY100, PCP25, THC50 w/adulteration (CR, OX, PH)	$2.80	$70.00
01 102 2206	9	w/adulteration (CR, OX, PH, SG) - ***FFUO****	$2.45	$61.25
01 102 2295	9	iCup 09 BAR300/BZO300/COC150/MAMP500/MDMA500/MOP300/OXY100/PCP25/THC50	$2.45	$61.25
01 102 2204	9 + AD	Expanded iCup 09 BUP10, BZO300, COC150, ETG500, MAMP500, MOP300, PCP25, THC50 w/adulteration (CR, OX, PH, SG) - ***FFUO****	$3.05	$76.25
01 102 2205	9 + AD	Expanded iCup 09 AMP1000, BUP10, BZO300, COC300, ETG500, MAMP1000, MOP300, OXY100, THC50 w/adulteration (CR, OX, PH, SG) - ***FFUO****	$3.05	$76.25
01 102 2020	10	iCup 10 AMP1000/BAR/BZO/COC300/MAMP1000/MDMA/OPI2000/OXY/PPX/THC	$3.15	$78.75
01 102 2293	10	iCup 10 BAR300/BUP10/BZO300/COC300/MAMP1000/MDMA500/MOP300/ MTD300/OXY100/THC50	$3.15	$78.75
01 102 2074	10 + AD	iCup 10 AMP1000, BAR300, BZO300, COC300, mAMP1000, MTD300, OPI2000, OXY100, PPX300, THC50 w/adulteration (CR, OX, PH)	$3.15	$78.75
01 102 2129	10 + AD	iCup A.D. 10 AMP1000, BAR300, BZO300, COC300, MAMP1000, MTD300, OPI2000, PCP25, TCA1000, THC50 w/adulteration (CR, OX, SG, PH, NI, GL)	$3.15	$78.75
01 102 2294	11	iCup 11 BAR300/BZO300/BUP10/COC300/MAMP1000/MDMA500/MOP300/MTD300/ OXY100/PCP25/THC50	$3.75	$93.75
01 102 2207	12	Expanded iCup 12 AMP1000/BAR300/BUP10/BZO300/COC300/ETG500/MAMP1000/ MTD300/OPI2000/OXY100/PCP25/THC50 - ***FFUO****	$3.75	$93.75
01 102 2027	12 + AD	iCup A.D. 12 AMP1000/BAR300/BZO300/COC300/MAMP1000/MTD300/OPI2000/ OXY100/ PCP25/PPX300/TCA1000/THC50 w/adulteration (OX, SG, PH)	$4.35	$108.75

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PRICING SCHEDULE

Sourcewell

RFP #011222 for Lab Services and Testing with Related Products and Supplies

RAPID ON-SITE TEST DEVICES - URINE CUPS (Continued)

iCup Integrated Test Cup Devices (Continued)

PART NUMBER	DRUG(S)	CONFIGURATION	PRICE PER DEVICE	BOX PRICE (25/BOX)
01 102 2028	13	iCup 13 AMP1000/BAR300/BUP10/BZO300/COC300/MAMP1000/MTD300/OPI2000/ OXY100/PCP25/PPX300/TCA1000/THC50	$4.50	$112.50
01 102 2208	13	Expanded iCup 13 AMP1000/BUP10/BZO300/COC300/ETG500/FTY20/MAMP1000/ MDMA500/MTD300/MOP300/OXY100/THC50/TRA200 - ***FFUO****	$4.50	$112.50
01 102 2209	14 + AD	Expanded iCup 14 AMP1000/BUP10/BZO300/COC300/ETG500/FTY20/K2/MAMP1000/ MDMA500/MTD300/MOP300/OXY100/THC50/TRA200 w/adulteration (CR, OX, PH, SG) - ***FFUO****	$5.00	$125.00
01 102 2210	15 + AD	Expanded iCup 15 AMP500/BUP10/BZO300/COC150/ETG500/FTY20/K2/MAMP500/ MDMA500/MTD300/MOP300/OXY100/THC50/TRA200/6-AM w/adulteration (CR, OX, PH, SG) - ***FFUO****	$5.25	$131.25

E-Z Split Key Cup Test Devices

PART NUMBER	DRUG(S)	CONFIGURATION	PRICE PER DEVICE	BOX PRICE (25/BOX)
01 102 1984	6	EZ CUP II 06 AMP1000/BZO/COC300/MAMP1000/OPI2000/THC	$2.50	$62.50
01 102 2007	6	EZ CUP II 06 COC300/MAMP1000/MDMA/OPI2000/OXY/THC	$2.50	$62.50
01 102 1985	10	EZ CUP II 10 AMP1000/BAR300/BZO300/COC300/MAMP1000/MDMA500/MTD300/ OPI2000/PCP25/THC50	$3.15	$78.75
01 102 2096	12	EZ CUP II 12 AMP1000/BAR300/BUP10/BZO300/COC150/MAMP1000/MDMA500/MOP300/ MTD300/OXY100/PPX300/THC50	$4.35	$108.75

T-Cup Test Devices

PART NUMBER	DRUG(S)	CONFIGURATION	PRICE PER DEVICE	BOX PRICE (25/BOX)
01 501 0018	9 + AD	USCREEN CUP 9 BUP10/BZO300/COC150/ETG500/MAMP1000/MTD300/OPI300/ PCP25/THC50 w/adulteration (CR) - ***FFUO****	$4.50	$112.50
01 501 0070	12 + AD	Compact T-Cup 12 AMP500/BUP10/BZO300/COC150/EtG500/FTY20/MAMP500/ MDMA500/ MOP300/MTD300/OXY100/THC25 w/adulteration (CR, PH, SG) - ***FFUO****	$5.00	$125.00
01 501 0011	12 + AD	USS CUP 12 AMP1000/BAR300/BUP10/BZO300/COC300/MAMP1000/MDMA500/ MOP300/ MTD300/OXY100/PCP25/THC50 w/adulteration (CR, SG, OX) - ***CLIA Waived***	$3.98	$99.50
01 501 0015	13	T-CUP 13 AMP1000/BUP10/BZO300/COC300/ETG500/FTY20/MAMP1000/MDMA500/ MOP300/MTD300/OXY100/THC50/TRA200 - ***FFUO****	$8.80	$220.00
01 501 0016	14	T-CUP 14 AMP1000/BUP10/BZO300/COC300/ETG500/FTY20/K2/MAMP1000/ MDMA500/ MOP300/MTD300/OXY100/THC50/TRA200 - ***FFUO****	$9.50	$237.50
01 501 0050	14 + AD	T-CUP 14 AMP500/BAR300/BUP10/BZO200/COC100/ETG500/FTY20/MAMP500/ MDMA500/ OPI100/MTD300/OXY100/THC40/TRA200 w/adulteration (CR, NI, OX, pH, SG) - ***FFUO****	$8.36	$209.00
01 501 0071	16	Compact T-CUP 16 AMP500/BAR300/BUP10/BZO300/COC150/ETG500/FTY20/ K2-50/MDMA500/MAMP500/MOP300/MTD300/OXY100/PCP25/THC25/TRA200 w/adulteration (CR, NI, OX, pH, SG) - ***FFUO****	$6.50	$162.50

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PRICING SCHEDULE

Sourcewell

RFP #011222 for Lab Services and Testing with Related Products and Supplies

RAPID ON-SITE TEST DEVICES - URINE CASSETTES

Cotinine & Pregnancy Cassette Devices

PART NUMBER	DRUG(S)	CONFIGURATION	PRICE PER DEVICE	BOX PRICE (25/BOX)
01 102 0140	1	Urine Cotinine (Nicotine Metabolite) 200 Cassette Device - *FOR DETERMINATION OF SMOKING STATUS ONLY*	$1.00	$25.00
01 102 1950	N/A	Urine Pregnancy Cassette (40/Box)	$0.99	$39.60

RAPID ON-SITE TEST DEVICES - ORAL FLUID

Oral Fluid Devices

PART NUMBER	DRUG(S)	CONFIGURATION	PRICE PER DEVICE	BOX PRICE (25/BOX)
01 102 2024	5	iScreen Oral Fluid Device AMP50/COC20/MAMP50/OPI40/THC12 - ***FFUO***	$4.75	$118.75
01 102 2025	6	iScreen Oral Fluid Device 6 AMP50/COC20/MAMP50/OPI40/PCP10/THC12 - ***FFUO****	$5.00	$125.00
01 102 1960	6	OrAlert 6 Oral Fluid Device AMP50/COC20/MAMP50/OPI40/PCP10/THC100 - ***FFUO****	$5.00	$125.00
01 102 2083	6	OrAlert 6 Oral Fluid Device AMP50/BZO10/COC20/MAMP50/OPI40/THC100 - ***FFUO****	$5.00	$125.00

Alcohol Devices

PART NUMBER	DRUG(S)	CONFIGURATION	PRICE PER DEVICE	BOX PRICE (25/BOX)
01 094 0055	N/A	Alco-Screen Test (24/box)	$1.50	$36.00
01 094 0056	N/A	Alco-Screen .02 DOT Approved Alcohol Saliva (24/box)	$1.75	$42.00

COLLECTION SUPPLIES

Collection Supplies

PART NUMBER	DRUG(S)	CONFIGURATION	PRICE PER	BOX PRICE
031246	N/A	90 mL bottle	$ 0.20	$4.80
031380	N/A	6.5 oz/ Graduated Beaker	$ 0.13	$3.12
031258	N/A	Temperature Strip	$ 0.08	$1.92

Device Order Shipping & Handling: Device orders will be shipped at no charge for ground service delivery. Expedited shipping of device orders will be charged on an 'at cost' basis. FOB Shipping Point.

***Forensic Use Only (FFUO)** devices are intended for use only in drugs of abuse testing for law enforcement purposes. Appropriate users of such devices include, for example, court systems, police departments, probation/parole offices, juvenile detention centers, prisons, jails, correction centers and other similar law enforcement entities, or laboratories or other establishments performing forensic testing for these entities. Forensic Use Only devices are not designed, tested, developed, or labeled for use in other settings, such as clinical diagnostic or workplace settings.

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Abbott

PRICING SCHEDULE

Sourcewell

RFP #011222 for Lab Services and Testing with Related Products and Supplies

ASCERTAIN FORENSICS - POSTMORTEM & DUID

TEST CODE	DRUG(S)	DESCRIPTION	SPECIMEN
FP006B	Blood	**DUID Routine Panel** (Qualitative) - Blood	$ 135.00
FP006U	Urine	**DUID Routine Panel** (Qualitative) - Urine	$ 135.00
FP666B	Blood	**DUID Routine Panel** (Confirm) - Blood	$ 190.00
FP666U	Urine	**DUID Routine Panel** (Confirm) - Urine	$ 190.00
FP004B	Blood	**Basic Coroner's Routine Panel + Volatiles** (Qualitative) - Blood Forensic analysis of common illicit and prescription drugs including; ethanol, methanol, isopropanol and acetone	$ 168.00
FP004U	Urine	**Basic Coroner's Routine Panel + Volatiles** (Qualitative) - Urine Forensic analysis of common illicit and prescription drugs including; ethanol, methanol, isopropanol and acetone	$ 168.00
FP444B	Blood	**Basic Coroner's Routine Panel + Volatiles** (Quantitative) - Blood Forensic analysis of common illicit and prescription drugs including; ethanol, methanol, isopropanol and acetone	$ 400.00
FP444U	Urine	**Basic Coroner's Routine Panel + Volatiles** (Quantitative) - Urine Forensic analysis of common illicit and prescription drugs including; ethanol, methanol, isopropanol and acetone	$ 400.00
FP002B	Blood	**Expanded Panel** (Qualitative) - Blood Forensic analysis of illicit and prescription drugs, including opioids	$ 240.00
FP002U	Urine	**Expanded Panel** (Qualitative) - Urine Forensic analysis of illicit and prescription drugs, including opioids	$ 240.00
FP002X	Other	**Expanded Panel** (Qualitative) - Tissues and Other Biological Matrices Forensic analysis of illicit and prescription drugs, including opioids	$ 475.00
FP222B	Blood	**Expanded Panel** (Confirm) - Blood Forensic analysis of illicit and prescription drugs, including opioids	$ 525.00
FP222U	Urine	**Expanded Panel** (Confirm) - Urine Forensic analysis of illicit and prescription drugs, including opioids	$ 525.00
FP222X	Other	**Expanded Panel** (Confirm) - Tissues and Other Biological Matrices Forensic analysis of illicit and prescription drugs, including opioids	$ 575.00
FP007B	Blood	**Drugs of Abuse** (Qualitative) - Blood Forensic analysis of illicit drugs	$ 135.00
FP007U	Urine	**Drugs of Abuse** (Qualitative) - Urine Forensic analysis of illicit drugs	$ 135.00
FP777B	Blood	**Drugs of Abuse** (Qualitative) - Blood Forensic analysis of illicit drugs	$ 180.00
FP777U	Urine	**Drugs of Abuse** (Qualitative) - Urine Forensic analysis of illicit drugs	$ 180.00
FP009B	Blood	**General Drug Panel** (Qualitative) - Blood Forensic analysis of prescription drugs: Barbiturates, Benzodiazepines, Buprenorphine, Carisoprodol, Methadone, Oxycodone, THC, Tramadol, Zolpidem	$ 135.00
FP009U	Urine	**General Drug Panel** (Qualitative) - Urine Forensic analysis of prescription drugs: Barbiturates, Benzodiazepines, Buprenorphine, Carisoprodol, Methadone, Oxycodone, THC, Tramadol, Zolpidem	$ 135.00
FP022B	Blood	**DFC Expanded Panel** (Quantitative) - Blood Forensic analysis of illicit and prescription drugs, including opioids	$ 364.00
FP022U	Urine	**DFC Expanded Panel** (Quantitative) - Urine Forensic analysis of illicit and prescription drugs,	$ 350.00
FPM-01B	Blood	**Basic Metals Panel** - Blood Forensic anbalysis of Arsenic, Lead, Cadmium, Mercury	$ 275.00
FPM-01U	Urine	**Basic Metals Panel** - Urine Forensic anbalysis of Arsenic, Lead, Cadmium, Mercury	$ 275.00
FPM-01X	Other	**Basic Metals Panel** - Other Forensic anbalysis of Arsenic, Lead, Cadmium, Mercury	$ 365.00
FPM-04B	Blood	**Premium Metals Panel** - Blood	$ 375.00
FPM-04U	Urine	**Premium Metals Panel** - Urine	$ 375.00
FPM-04X	Other	**Premium Metals Panel** - Other	$ 455.00

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PRICING SCHEDULE

Sourcewell

RFP #011222 for Lab Services and Testing with Related Products and Supplies

ASCERTAIN FORENSICS - POSTMORTEM & DUID (Continued)

TEST CODE	DRUG(S)	DESCRIPTION	SOURCEWELL PRICE PER SPECIMEN
FP759X	Vitreous	**Vitreous Panel** - Forensic vitreous fluid analysis including; electrolytes, urea nitrogen, creatinine and glucose	$ 85.00
FP851B	Blood	**Alcohol Panel** (Confirm) - Cal Title 17- Blood Forensic analysis (California Title 17 Alcohol Lab)	$ 97.00
FP851U	Urine	**Alcohol Panel** (Confirm) - Cal Title 17- Urine Forensic analysis (California Title 17 Alcohol Lab)	$ 97.00
FP852B	Blood	**Volatiles Panel** (Confirm) - Blood Forensic volatiles analysis including; ethanol, methanol, isopropanol and acetone	$ 194.00
FP852U	Urine	**Volatiles Panel** (Confirm) - Urine Forensic volatiles analysis including; ethanol, methanol, isopropanol and acetone	$ 194.00
FP852X	Other	**Volatiles Panel** (Confirm) - Tissues and Other Biological Matrices Forensic volatiles analysis including; ethanol, methanol, isopropanol and acetone	$ 194.00
FP008B	Blood	**Premium Opioids + Fentalogs** (Qualitative) - Blood Forensic analysis of Opioids and Fentalogs	$ 270.00
FP008U	Urine	**Premium Opioids + Fentalogs** (Qualitative) - Blood Forensic analysis of Opioids and	$ 270.00
F1042B	Blood	**Synthetic Cannabinoids** - Expanded (Qualitative) - Blood	$ 198.00
F1042U	Urine	**Synthetic Cannabinoids** - Expanded (Qualitative) - Urine	$ 140.00
F3050B	Blood	**Premium Cannabinoids** (Confirm) - Blood	$ 165.00
F3050U	Urine	**Premium Cannabinoids** (Confirm) - Urine	$ 165.00
F1046B	Blood	**Designer Opioids** - Expanded (Qualitative) - Blood	$ 257.00
F1046U	Urine	**Designer Opioids** - Expanded (Qualitative) - Urine	$ 257.00
F1046X	Other	**Designer Opioids** - Expanded (Qualitative) - Tissues and Other Biological Matrices	$ 352.00
FP760B	Blood	**Carboxyhemoglobin/Carbon monoxide** - Blood Forensic analysis of carbon monoxide levels	$ 92.00
Varies	Blood	**Confirmation** (Per Routine Drug)	$ 135.00
Varies	Urine	**Confirmation** (Per Routine Drug)	$ 135.00
Varies	Urine	**Confirmation** (Per Specialty/Non-Routine Drug)	$ 346.00
FP066B	Blood	**Expanded Panel + DUID ToxPath** (Confirm) - Blood	$ 176.00
FP066U	Urine	**Expanded Panel + DUID ToxPath** (Confirm) - Urine	$ 176.00
FP044B	Blood	**Routine + Volatiles + Expanded ToxPath** (Confirm) - Blood	$ 165.00
FP044U	Urine	**Routine + Volatiles + Expanded ToxPath** (Confirm) - Urine	$ 165.00
F2008B	Blood	**Ethyl Alcohol (Qual + Conf)** - Blood	$ 97.00
F2008U	Urine	**Ethyl Alcohol (Qual + Conf)** - Urine	$ 97.00

LABORATORY SUPPLEMENTARY SERVICES - ASCERTAIN FORENSICS

Additional Service Charges (Ascertain)

TEST CODE		DESCRIPTION	OCCURRENCE
F9014F	N/A	Courier Specimen Pickup (Per Case) - *where available, upon negotiation only*	$ 32.00
F9024F	N/A	FedEx Specimen Delivery (Per Case)	$ 20.00
F9020F	N/A	Specimen Return/Handling	$ 59.00
F9013F	N/A	Tissue Prep	$ 49.00

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PRICING SCHEDULE

Sourcewell

RFP #011222 for Lab Services and Testing with Related Products and Supplies

Court Support / Expert Witness Services (Ascertain)

TEST CODE		DESCRIPTION		OCCURRENCE
F9011F	N/A	Opinion Letter	$	143.00
F9015F	N/A	Litigation & File Prep - Hourly	$	90.00
F9009F	N/A	Expert Testimony - Hourly	$	435.00
F9010F	N/A	Expert Testimony - Daily	$	3,495.00

EMPLOYMENT / DOT TESTING (ATS and/or eScreen)

TEST CODE	MATRIX	DESCRIPTION	SPECIMEN
TBD	Urine	Panel 5000 DOT (Regulated) Lab Test or DOT Look-Alike	$14.95
TBD	Urine	Managed Collection Bundle through the eScreen Occupational Health Network of Clinics - Software Enabled Clinics using and electronic chain of custody (eCCF) - Network Tier 1 ***Bundle includes specimen collection at an in-network tier 1 location, laboratory analysis, and MRO for non-negative tests***	$36.05 NDOT $39.10 DOT
TBD	Urine	Managed Collection Bundle through the eScreen Occupational Health Network of Clinics - Software Enabled Clinics using and electronic chain of custody (eCCF) - Network Tier 2 ***Bundle includes specimen collection at an in-network tier 2 location, laboratory analysis, and MRO for non-negative tests***	$39.10 NDOT $42.55 DOT
TBD	Urine	Managed Collection Bundle through the eScreen Occupational Health Network of Clinics - Software Enabled Clinics using and electronic chain of custody (eCCF) - Out of Network ***Bundle includes specimen collection at an out-of-network location, laboratory analysis, and MRO for non-negative tests***	$42.55 NDOT $54.05 DOT
TBD	Urine	BAT Nationwide Collection - eScreen	$55.20

Collections options above contingent upon collection network coverage. Does not include after-hours collections. Other employment testing laboratory test options or collections options may be negotiated on case-by-case basis as services are available.

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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.

The Williamson County Vendor Reimbursement Policy, as amended, is incorporated herein as if copied in full and shall apply to all travel-related expenses.

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

COUNTY:

WILLIAMSON COUNTY

By: _____

Printed Name: _____

Representative Capacity: _____

Date: _____ _____, 20_____

SERVICE PROVIDER:

Redwood Toxicology Laboratory, Inc.

By: DocuSigned by: Mary Tardel D43702611A5146C...

Printed Name: Mary Tardel

Representative Capacity: Authorized Individual as Director, Government Services

Date: August 24, 2022

Commissioners Court - Regular Session **21.**

Meeting Date: 09/13/2022

Approval of Non-Disclosure Agreement with Social Solutions Global, Inc. for EMS Department

Submitted For: Joy Simonton **Submitted By:** Stephanie Robles, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on the approval of a Non-Disclosure Agreement (NDA) with Social Solutions Global, Inc., a potential vendor, to allow the EMS Department a trial period with their new medical field software, Apricot 360.

Background

The Williamson County EMS Department will be allowed to familiarize themselves with Apricot 360 in a testing environment. Social Solutions Global, Inc. is requiring the NDA prior to access being granted. Information Technology Services has approved the trial period with this software. This NDA is for exploratory purposes with no cost to the County at this time and is to protect potential proprietary information that the potential vendor will share. Department point of contact is Jessica Toothman.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Nondisclosure Agreement

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	09/08/2022 10:56 AM
County Judge Exec Asst.	Becky Pruitt	09/08/2022 11:27 AM
Form Started By: Stephanie Robles		Started On: 09/08/2022 09:54 AM
Final Approval Date: 09/08/2022		

DocuSign Envelope ID: 59F39128-B213-4182-9E7B-BCA0584260ED

NONDISCLOSURE AGREEMENT

This Non-Disclosure Agreement, dated as of August 17, 2022 (the "Effective Date") governs the disclosure of information by Social Solutions Global, Inc. (the "SSG" or "Discloser") to Williamson County EMS (the "Recipient") for the purpose of providing certain SSG information (the "Purpose"). SSG has disclosed to Recipient or may disclose to Recipient certain business, financial, technical, reports, or other information, materials and/or ideas (including, without limitation, trade secrets, technical drawings, algorithms, know-how, processes, reports, ideas, and other technical, business, financial, personal or other information), which to the extent previously, presently, or subsequently disclosed to the Recipient is hereinafter referred to as "Confidential Information". Confidential Information shall include, without limitation, anything Recipient learns or discovers as a result of exposure to or analysis of any Confidential Information.

In consideration of any disclosure and any negotiations concerning the Purpose, Recipient agrees as follows:

1. Recipient will hold in confidence and not use (except as permitted under Section 3 of this Agreement) or disclose to any third party any Confidential Information. Confidential Information shall not include information that Recipient can document (a) is in the public domain through no fault of Recipient, (b) was properly known to Recipient, without restriction, prior to disclosure by SSG, as shown by contemporaneous records or (c) was properly disclosed to Recipient by another person without an obligation of confidentiality, as show by contemporaneous records. Recipient will not reverse engineer or attempt to derive the composition or underlying information, structure or ideas of any Confidential Information. The foregoing does not grant Recipient a license in or to any of the Confidential Information.
2. If asked by SSG, Recipient will promptly return or destroy all Confidential Information and all copies, extracts and other objects or items in which it may be contained or embodied. All documents and other tangible objects containing or representing Confidential Information that have been disclosed by Discloser to Recipient, and all copies or extracts thereof or notes derived therefrom that are in the possession of Recipient, are and will remain the property of Discloser and will be promptly returned to Discloser or destroyed (with written confirmation of such destruction), each upon Discloser's written request.
3. Recipient agrees not to use the Confidential Information for any purpose except for its own internal evaluation or business use. Recipient shall take all measures (1) to protect the secrecy of and avoid disclosure or unauthorized use of Confidential Information, and (2) to prevent such Confidential Information from falling into the public domain or the possession of persons other than those persons authorized hereunder to have such information. Such measures shall include using the highest degree of care that the Recipient uses to protect its own confidential information of a similar nature, but no less than a reasonable standard of care. Recipient shall promptly notify SSG in writing if it becomes aware of any misuse, disclosure, or misappropriation of Confidential Information.
4. Recipient understands that this Agreement does not obligate SSG to disclose any information or negotiate or enter into any agreement or relationship. Recipient will strictly abide by any and all instructions or restrictions provided by SSG from time to time with respect to Confidential Information or SSG systems. Recipient will ensure the security of any facilities, machines, accounts, passwords and methods Recipient uses to store any Confidential Information or to access SSG systems and ensure that no other person has or obtains access thereto.
5. ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS". SSG MAKES NO WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE, REGARDING THE ACCURACY, COMPLETENESS OR USEFULNESS OF ANY CONFIDENTIAL INFORMATION. SSG SHALL NOT HAVE ANY LIABILITY TO RECIPIENT RELATING TO OR RESULTING FROM THE USE OF OR RELIANCE UPON SUCH CONFIDENTIAL INFORMATION OR ANY EFFORTS THEREIN OR OMISSIONS THEREFROM.
6. The terms of this Agreement will remain in effect with respect to any particular Confidential Information until such information ceases to be Confidential Information pursuant to any of the exceptions stated in Section 1 herein.

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7. Recipient acknowledges and agrees that due to the unique nature of the Confidential Information, any breach of this Agreement may cause irreparable harm to SSG for which damages are not an adequate remedy and that SSG shall therefore be entitled to equitable relief in addition to all other remedies available at law.

8. This Agreement is personal to Recipient, is nonassignable by Recipient, is governed by the internal laws of the State of Texas and may be modified or waived only in writing signed by both parties. Nothing in this agreement will be deemed to constitute a waiver of sovereign immunity or powers of Recipient, the Williamson County Commissioners Court, or the Williamson County Judge. All material submitted to the Recipient shall become public property and subject to the Texas Public Information Act upon receipt. If Discloser does not desire proprietary information to be disclosed, each page must be clearly identified and marked proprietary at time of submittal or, more preferably, all proprietary information may be placed in a folder or appendix and be clearly identified and marked as being proprietary. The Recipient will, to the extent allowed by law, endeavor to protect from public disclosure the information that has been identified and marked as proprietary. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to clearly identify and mark information as being proprietary as set forth under this provision will result in all unmarked information being deemed non-proprietary and available to the public. To the extent, if any, that any provision in this contract is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that Recipient, 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 Recipient as to whether or not the same are available to the public. It is further understood that Recipient's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that Recipient, 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 Recipient by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas. This document contains the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior agreement regarding such subject matter. This Agreement may be executed in counterparts and electronically which taken together shall constitute one agreement. If any provision is found to be unenforceable, such provision will be limited or deleted to the minimum extent necessary so that the remaining terms remain in full force and effect. The prevailing party in any dispute or legal action regarding the subject matter of this Agreement shall be entitled to recover attorneys' fees and costs.

IN WITNESS WHEREOF, the parties hereto have executed this Nondisclosure Agreement ("Agreement") effective as of the later date set forth below.

Social Solutions Global, Inc.	**Williamson County EMS**
Signature: DocuSigned by: Michael Arcati 72C3C656D80245B...	Signature:
Print Name: Michael Arcati	Print Name:
Title: Assistant General Counsel	Title:
Date: 8/23/2022	Date:

Commissioners Court - Regular Session **22.**

Meeting Date: 09/13/2022

Approval of Annual Fixed Asset Inventory Management Program with RCI Technologies for Purchasing Department

Submitted By: Kerstin Hancock, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving a Contract for Fixed Asset Management Program and Software (BuyBoard Contract #625-20) between Williamson County and RCI Technologies, Inc. for the annual amount of $48,000.00 and authorizing execution of the contract.

Background

RCI Technologies Inc. has conducted the annual Fixed Asset inventory for Williamson County since 2018. This proposal includes an update of on-site inventory of capital assets, cost research and delivery of a functional database. This includes placing a bar code label on each item which has been added since the February 2021 inventory. Each item will be recorded as an individual record, citing description, manufacturer, model, serial number, bar code number, old tag number (if tied to a viable database), building and room location. Funding was approved for the FY 23 budget in line item 01.0100.0494.004100. The term of this agreement ends September 30, 2025. Inventory will be scheduled for Spring 2023 to allow for reporting by July 1, 2023 as required by Texas Local Government Code 262.011 (i). Department Point of Contact: Joy Simonton.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

RCI Agreement

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	09/08/2022 06:59 AM
County Judge Exec Asst.	Becky Pruitt	09/08/2022 08:20 AM
Form Started By: Kerstin Hancock		Started On: 08/29/2022 09:22 AM
Final Approval Date: 09/08/2022		

August 29, 2022

Joy Simonton
Williamson County
710 Main Street
Georgetown, TX 78626

SCAN AND TAG UPDATE
FIXED ASSET MANAGEMENT PROGRAM

Dear Ms. Simonton,

RCI offers an Annual Update for our Fixed Asset Management Program (FAMP).

SCAN AND TAG UPDATE

RCI will send a team of specialists to your facilities and place bar codes on all items with a value of $500.00 or more that do not have an existing bar code tag. We will record the new bar coded information (bar code number, description, manufacturer, model, serial number, location, etc.) and enter it into the Fixed Asset Management Program. Our specialists will scan all new and previously bar coded items. This scanned information will be up-loaded into our software, which compares the existing database to the newly scanned data. This allows the system to identify items that were not found during the inventory and/or were not properly entered into the database.

As we proceed through the annual update, the project coordinator will conduct an on-going daily reconciliation to locate items initially showing up as "items not scanned." This effort will reduce the majority of "common-sense" omissions caused by locked doors, items missed in the scanning process, etc. We include the RCI reconciliation in your pricing proposal and it will reduce the number of assets that will require additional research upon completion of the project. Please note that remaining items in the "items not scanned" report will need to be researched by your staff.

Sincerely,

Linda LaField

Linda LaField
Account Manager

FIXED ASSET INVENTORY ANNUAL UPDATE PROPOSAL

DATED AUGUST 29, 2022

ACCEPTANCE BY WILLIAMSON COUNTY

GEORGETOWN, TEXAS

The cost of the annual updates for years 2022-2025 will be as follows:

[X] RCI provides this Fixed Asset Annual Update proposal for a flat fee of **$ 48,000.00**. RCI will require an initial payment of **$ 33,600.00** payable at the end of the on-site portion of this project, and the remainder due upon completion of the project. Terms, net 30 days.

** Pricing for Fixed Annual Asset Inventory Updates for years 2022-2025 will be provided for a yearly fee of $48,000.00 each. Significant deviations in the number of locations, facilities, assets, and technology inventoried in this project may incur additional fees and will be negotiated with Williamson County in advance of services provided. RCI will require a payment of $33,600.00 payable at the of end of each on-site inventory phase of this project, and the remainder due upon delivery of the FAMP software (including all inventory data) and the actual or estimated cost information on your assets. Terms, net 30 days.

BUYBOARD CONTRACT NO. 625-20

1. Parties: This agreement is between Records Consultant, Inc. d/b/a RCI (hereinafter "RCI") and Williamson County, Texas (hereinafter "County" or "Customer").

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

3. Texas Law Applicable to Indemnification: All indemnifications or limitations of liability or statutes of limitations shall be to the extent authorized under Texas law and shall follow Texas law without modifying the Customer's rights.

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

5. 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.

6. Mediation: The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this agreement.

7. Venue and Governing Law: Venue of this contract shall be Williamson County, Texas, and the law of the State of Texas shall govern.

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

9. Mutual signatures (for example):

IN WITNESS WHEREOF, County and Company have duly executed this Agreement to be effective as of the date of the last party's execution below.

COUNTY:

WILLIAMSON COUNTY

By: _____

Printed Name: _____

Representative Capacity: _____

Date: _____ _____, 20_____

COMPANY:

RECORDS CONSULTANTS, INC.

By: Chris Coryell

Printed Name: Chris Coryell

Representative Capacity: Vice President of Sales

Date: August 29, 2022

Commissioners Court - Regular Session **23.**

Meeting Date: 09/13/2022

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

Submitted By: Kerstin Hancock, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the annual request to exempt from competitive bidding/proposal requirements, pursuant to Tex/Loc. Gov't Code Section 262.024(11) ("Vehicle ad Equipment Repairs") (i.e. those not covered by insurance coverage and that are paid for from County Funds) for FY22/23 based on criteria and definitions provided by the Williamson County Purchasing Agent.

Background

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

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

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

---

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Vehicle and Equipment Exemption

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	09/08/2022 07:00 AM
County Judge Exec Asst.	Becky Pruitt	09/08/2022 08:22 AM
Form Started By: Kerstin Hancock		Started On: 08/29/2022 03:49 PM
Final Approval Date: 09/08/2022		

WILLIAMSON COUNTY
1848

Purchasing Department

Vehicle and Equipment Repairs Exemption

Revised September 2022

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

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

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

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

WILLIAMSON COUNTY PURCHASING
100 Wilco Way, Suite P101
Georgetown, Texas 78626
512.943.1555 Fax 512.943.1575
Joy.simonton@wilco.org

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

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

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

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

    c. Oils, grease, other lubricants, and fluids:

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

    d. Tires and tubes:

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

    e. Towing (of vehicles and equipment back to Wilco or another repair yard):

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

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

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

WILLIAMSON COUNTY PURCHASING
100 Wilco Way, Suite P101
Georgetown, Texas 78626
512.943.1555 Fax 512.943.1575
Joy.simonton@wilco.org

Commissioners Court - Regular Session **24.**

Meeting Date: 09/13/2022

Approval of Agreement with Environmental Systems Research Institute, Inc.(ESRI) for ArcGIS System Support for IT Department

Submitted For: Joy Simonton **Submitted By:** Mary Watson, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the Agreement with Williamson County and Environmental Systems Research Institute, Inc. (ESRI) for ArcGIS System Support for a total of $11,956.00 pursuant to DIR Contract #DIR-CPO-4699, and authorizing the execution of the renewal agreement.

Background

Williamson County Graphic Information Systems (GIS) seeks to renew their ESRI Small Municipal and County Government Enterprise Agreement. Esri will provide up to 38 hours of remote consulting services to assist Williamson with configuring ArcGIS Hub, the cloud-based mapping system. Legal, IT, Contract Audit and Budget have reviewed this renewal agreement. The expenditure is being charged to line item 01.0100.0503.004505 FY23. Point of contact is George Strebel.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Redacted Renewal Agreement ESRI

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	09/01/2022 09:49 AM
County Judge Exec Asst.	Becky Pruitt	09/01/2022 09:59 AM
Form Started By: Mary Watson		Started On: 08/24/2022 11:48 AM
Final Approval Date: 09/01/2022		



AN ESRI
PROPOSAL

August 19, 2022

ArcGIS Hub Implementation Support

Prepared for:

George Strebel, GIS Manager
County of Williamson
301 Se Inner Loop Ste 105
Georgetown, TX 78626

Esri Quote Number: [redacted]

380 New York Street
Redlands, California 92373-8100 USA
909 793 2853
info@esri.com
esri.com

esri | THE SCIENCE OF WHERE™

Introduction:

County of Williamson (Williamson) has requested Environmental Systems Research Institute, Inc. (Esri) Professional Services to provide consulting services for ArcGIS Hub configuration and administration. The quote below describes the scope of services, schedule, pricing, terms and conditions, and purchasing instructions.

Scope of Services:

Esri will provide up to 38 hours of remote consulting services to assist Williamson with configuring ArcGIS Hub. It is anticipated that consulting services will include the following topics:

- Provide understanding of ArcGIS Hub features and capabilities
- Hands-on walkthrough of ArcGIS Hub administration and page creation
- Knowledge transfer of basic approach to creating initiatives within ArcGIS Hub
- Hands on creation of a pilot initiative page
- Create pilot initiative site/page using existing content/data

This activity will be supported remotely from Esri's offices. The Esri consultant(s) will work with direction from Williamson's technical staff and management.

Esri Responsibilities

- Provide up to 38 hours of consulting services as described above.

Williamson Responsibilities

- Communicate consulting needs and priorities to the Esri consultant(s).
- Provide the appropriate Customer Name Abbreviation staff members to work with the Esri consultant(s).
- Provide the Esri consultant(s) with access to Customer Name Abbreviation's data and system environment, as necessary.

Assumptions

- Pricing assumes all consulting services will be provided remotely from Esri's offices during Esri's normal business hours and no travel will be required of the Esri consultant(s).
- Esri will not be responsible for data clean-up, if needed.

- Consulting support is limited to Esri commercial-off-the-shelf (COTS) software, and will not include any non-Esri-based systems.
- Williamson's ArcGIS Organization is already set up and available to use for the Scope of Services above.
- Williamson participants are familiar with Web GIS, working with data, and have a basic understanding of Esri product concepts
- Williamson has existing data loaded and in GIS format

Schedule:

The schedule will be mutually agreed upon between Williamson and Esri within 10 days after contract award with anticipated end date of December 31, 2022

Pricing:

The pricing provided below has been estimated based upon an anticipated award of a Time-and-Materials (T&M) contract. The required labor hours, including preparation, and other burdened direct cost items (ODCs) have been estimated based upon prior experience with work of a similar nature. The total not-to-exceed (NTE) price for the quoted Scope of Services is **$11,956**.

This price is exclusive of any applicable federal, state and/or local taxes for which Esri may collect and Williamson shall remain responsible.

Esri anticipates using staff from the Technology Consultant/Engineer (S1) labor category; however, depending on the level of expertise required to perform certain activities during this engagement, Esri may be required to utilize other Esri staff members with a different skill-set and labor category.

T&M consulting services will be conducted under the following conditions:

- In the event Esri completes the Scope of Services for less than the NTE budget, Williamson will only be invoiced for the actual hours expended plus ODCs.
- In the event Esri reaches the NTE budget limit before the Scope of Services is completed, Williamson will have the option to either (a) increase the contract funding in order to allow the work to continue; or (b) instruct Esri to stop work. If Williamson chooses to stop work, Esri will do so without liability.
- Esri reserves the right to reallocate the project funding between Scope of Services activities and/or ODCs, as necessary to facilitate the work effort, provided the overall contract price is not exceeded.

All work will be accomplished in accordance with the Scope of Services with the deliverable being consulting time. If additional work is requested by Williamson in writing beyond the scope of this quote, Esri will provide an updated quote. Esri will perform and invoice Services on a time and materials basis using the labor categories and rates specified for the performance period. Labor will be invoiced on a monthly basis for actual hours expended during the previous month. Invoices are to be paid within 30 days of receipt. This quote is valid for a period of 90 days from the submittal date above.

Terms and Conditions:

By purchasing these services, Williamson agrees to the terms and conditions contained in the Master Purchase Agreement (Esri Agreement No. [redacted] / State of TX DIR Contract No. DIR-CPO-4699) between Environmental Systems Research Institute Inc. ("Esri") and The State of Texas, acting by and through the Department of Information Resources ("DIR") effective July 18, 2022 (hereinafter referred to as the "Agreement"). Williamson agrees to incorporate the Texas DIR-CPO-4699 Customer Addendum to Purchase Order, which is attached as Appendix A, and shall be executed and made effective as of the last date signed below ("Effective Date").

Purchasing:

To order these services as quoted, please notify Amy Robinett of the contract award using the information provided below. Thereafter, Amy Robinett will engage Esri's Contract Administrator to draft the necessary T&M Task Order issued under the existing Agreement, in accordance with the details of this quote.

When we receive these completed documents, Esri will contact you to discuss staff assignment and schedule. We look forward to supporting you.

Contact:

Amy Robinett
Esri Professional Services
19026 Ridgewood Parkway, Suite 309
San Antonio, TX 78259
(210) 499-1044 x8822
ARobinett@esri.com | www.esri.com

TIME AND MATERIALS RATE SCHEDULE

Effective January 1, 2022

Hourly time and materials labor category descriptions and rates have been provided for each labor category for calendar year 2022. The hourly labor rates for services that are performed after 2022 may be escalated in an amount not to exceed five percent (5%) each year. Other direct costs, such as travel, reproduction, subcontractor, telecommunication/freight, or materials, will be charged a material handling fee and invoiced.

Technology Consultant/Engineer (S1)

Staff members in this labor category provide day-to-day technology consulting, troubleshooting, and engineering services on many aspects of project implementation. These projects include COTS software configuration, custom software development, database consulting, training development and delivery, technical documentation, and other technology consulting and engineering services. Individuals in this category have specialized skills and experience with a variety of technologies that can be applied to a broad spectrum of assignments.

Senior Technology Consultant/Engineer (S2)

Staff members in this labor category provide strategic technology consulting and engineering services across project implementation. These staff may provide technical leadership services, architecture and design services, as well as training development and delivery for small to moderately complex solutions. Individuals in this category have higher-level specialized skills and experience with a variety of technologies that can be applied to a broad spectrum of assignments.

Principal Technology Consultant/Engineer (S3)

Staff members in this labor category work as technical leads and/or senior technical advisers, providing technology vision, solution architecture, and strategic technology consulting for projects of all sizes and scopes. These staff may provide strategic technology design & planning, oversight of technical implementation activities, solution architecture and database design, system integration, and other technology training, consulting, and engineering services. Individuals in this category have advanced, diverse, and specialized skills and experience with a variety of technologies that can be applied to a broad spectrum of complex assignments. Staff members in this labor category work with senior client staff in coordination with Esri senior management to resolve issues and support a successful project completion.

Consultant/Project Manager (M1)

Staff members in this labor category provide day-to-day consulting for and management of many aspects of GIS and related technology projects. The scope of these projects may include database development and administration, training, technical support, business process design and development, definition of work plans, project management of technical and contractual deliverables, and ad hoc consulting. For complex projects, these individuals may team with senior staff to develop comprehensive work plans that address risk, schedule, and budget management and provide the framework for project implementation.

Senior Consultant/Project Manager (M2)

Staff members in this labor category provide strategic consulting and management services for complex GIS and related technology projects. These staff members have market/application domain expertise with extensive experience in various technologies required to support the successful completion of a project. Consulting activities may include strategic planning, implementation of change management methodologies and system integration, and training, as well as project management oversight of project deliverables and subcontractors. These individuals may also design comprehensive work plans that address risk, schedule, and budget management and provide the framework for project implementation.

Principal Consultant/Program Manager (M3)

Staff members in this labor category work as program directors or project advisers, providing project vision, strategic consulting, and program management activities for GIS and related technology projects. Consulting activities may include strategic planning, oversight of requirements definitions, application and database design, system integration, curriculum development and help desk system architecture. Management activities may include providing oversight on defining program requirements and objectives, establishing budgets and schedules, as well as allocating staff and other resourcing activities.

Technology Support Specialist (DB)

Staff members in this labor category work in professional entry-level roles to support definable activities of larger technology projects. Working with technical and management leads and mentors, these staff provide support to technology projects as assigned.

Current Rates by Labor Category

Labor Category	Rate
Technology Consultant/Engineer (S1)	$314.63
Senior Technology Consultant/Engineer (S2)	$409.88
Principal Technology Consultant/Engineer (S3)	$476.28
Consultant/Project Manager (M1)	$367.55
Senior Consultant/Project Manager (M2)	$466.65
Principal Consultant/Program Manager (M3)	$600.39
Technology Support Specialist (DB)	$264.60

Appendix A Texas DIR-CPO-4699 Customer Addendum to Purchase Order

Texas DIR-CPO-4699 Customer Addendum to Purchase Order

Pursuant to Section 10.12 ("Limitation of Liability") of Appendix A to the DIR Contract No. DIR-CPO-4699, the parties agree to the following:

Limitation of Liability

A. For any claim or cause of action arising under or related to the Contract, to the extent permitted by the Constitution and the laws of the State, none of the parties shall be liable to the other for punitive, special, or consequential damages, even if it is advised of the possibility of such damages.

B. Successful Respondent's liability for damages in any claim or cause of action arising under or related to the Purchase Order or quotation shall not exceed two-times the total value of the Purchase Order. Such value includes all amounts paid and amounts to be paid over the life of the Purchase Order to Successful Respondent by such Customer as described in the Purchase Order. If included in a quotation, such term shall not be valid unless it is attached to or incorporated by reference into the corresponding Purchase Order.

C. Notwithstanding the foregoing or anything to the contrary herein, any limitation of Successful Respondent's liability contained herein or in a Purchase Order shall not apply to: claims of bodily injury; violation of intellectual property rights including but not limited to patent, trademark, or copyright infringement; indemnification requirements under the Contract, except as allowed by subsection 10.12(D) below; and violation of State or Federal law including but not limited to disclosures of confidential information and any penalty of any kind lawfully assessed as a result of such violation.

D. Successful Respondent's liability to for damages in any claim or cause of action arising under or related to the Purchase Order or quotation for indemnification requirements under Section 10.1.1(A)(iii); shall not exceed (i) $1 million or (ii) two-times the total value of the Purchase Order, whichever is greater. Such limitation shall be distinct and calculated separately from any limitation included in such Purchase Order or quotation pursuant to Section 10.12(B) above. Such term shall not be valid unless it is stated on a standalone page signed by both parties and attached to or incorporated by reference into the corresponding Purchase Order. CUSTOMER SHOULD CONSULT WITH LEGAL COUNSEL AND CAREFULLY CONSIDER POTENTIAL RISKS ASSOCIATED WITH A DATA BREACH TO DETERMINE LIMITATIONS APPROPRIATE FOR SUCH PURCHASE ORDER OR QUOTATION.

The parties may sign this Addendum in counterparts or via electronic signatures; such execution is valid even if an original paper document bearing both parties' original signatures is not delivered. This Addendum is executed and effective as of the date of Customer signature below.

The authorized representatives of each party accept and agree to the terms of this Addendum by signing below:

_____ (Customer)	ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC. (Esri)
Legal Address: _____	380 New York Street, Redlands, CA 92373-8100
By: _____ Authorized Signature	By: Tamisa Greening Authorized Signature
Printed Name: _____	Printed Name: Tamisa Greening
Title: _____	Title: Managing Attorney, Contracts & Legal
Date: _____	

Misc Sales Agmt - Addendum to DIR POs

Final Audit Report 2022-08-09

Created:	2022-08-09
By:	Roanan Harris (rharris@esri.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAsCnk-twBhE4LIXHYNsYxowQ6OvzexfkX

"Misc Sales Agmt - Addendum to DIR POs" History

Document created by Roanan Harris (rharris@esri.com)
2022-08-09 - 9:25:02 PM GMT- IP address: 13.110.74.8

Document emailed to Tamisa Greening (tgreening@esri.com) for signature
2022-08-09 - 9:25:40 PM GMT

Email viewed by Tamisa Greening (tgreening@esri.com)
2022-08-09 - 9:30:15 PM GMT- IP address: 198.102.58.250

Document e-signed by Tamisa Greening (tgreening@esri.com)
Signature Date: 2022-08-09 - 9:32:10 PM GMT - Time Source: server- IP address: 198.102.58.250

Agreement completed.
2022-08-09 - 9:32:10 PM GMT

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Notice of Proprietary Information:

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Commissioners Court - Regular Session **25.**

Meeting Date: 09/13/2022

Approval of Notice to Terminate for Open Records Management Web Based Software with NextRequest for IT Department

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take any appropriate action regarding termination of Master Service Agreement for Open Records Management Web Based Software with NextRequest Co and authorize County Judge to sign letter proving 30-day notice of termination.

Background

Approval of this item will terminate the existing contract the county has with NextRequest Co.for Public Information Record Management Software approved by Commissioner's Court on 08/17/2021. The county has decided to pursue an internal process. Notice of contract termination is attached. Department contacts are Richard Semple and Minnie Beteille.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Notice of Termination

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	09/01/2022 10:14 AM
County Judge Exec Asst.	Becky Pruitt	09/01/2022 10:31 AM
Form Started By: Kim Chappius		Started On: 08/30/2022 11:33 AM
Final Approval Date: 09/01/2022		

OFFICE OF WILLIAMSON COUNTY JUDGE

710 MAIN STREET, SUITE 200
GEORGETOWN, TEXAS 78626
(512) 943-1550 PHONE♦ (512) 943-1662 FAX

September 13, 2022

Via First Class U.S. Certified Mail:
NextRequest Co.
460 Brannan St. #77208
San Francisco, CA 94107

Via electronic mail: reed@nextrequest.com

In re: ***Notice of Contract Termination with Williamson County, Texas Effective October 14, 2022 (Master Service Agreement April 6, 2021)***

To Whom It May Concern:

The Williamson County Information Technology Department is currently in a contract with your company as referenced above. The Williamson County Commissioners Court has decided and approved changes in this category of services, including the present contract. Pursuant to the terms and conditions set forth in the contract, which allows for termination, the relevant provision states as follows:

> **9.2 Termination for Convenience: Customer may terminate for convenience upon 30 days' written notice to NextRequest. In the event of termination for convenience, Customer will only be liable for its pro rata share of services rendered and goods actually received.**

Therefore, the purpose of this letter is to give you official notice that Williamson County elects to terminate the agreement between the parties for services, and such termination will be effective at the end of business on October 14, 2022.

Thank you for your prompt attention and assistance in this regard.

Sincerely,

_____
Hon. Bill Gravell
Williamson County Judge

cc: Williamson County Auditor's Office
Williamson County Information Technology Department
BG/me

Commissioners Court - Regular Session **26.**

Meeting Date: 09/13/2022

Approval of Agreement between Williamson County and Mobile Wireless, LLC for NetMotion for IT Services

Submitted For: Joy Simonton **Submitted By:** Mary Watson, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving the Agreement between Williamson County and Mobile Wireless LLC, in the amount of $68,564.45, to provide NetMotion VPN platform functionality, per the terms of DIR Contract #DIR-CPO-4723, and authorizing execution of the agreement.

Background

Approval of this agreement provides NetMotion functionality to Williamson County's first responders. The platform gives full network access through a Virtual Private Network (VPN). VPN is the system used to provide secure access from a remote location. This is achieved using encryption over a public internet network. This platform allows staff to "work remotely" through the internet. Agreement runs 11/16/22 through 11/15/23. Legal, Contract Audit, IT and Budget have reviewed this renewal. The funding source being charged is 01.0100.0523.004505 FY23. The Department point of contact is Rory Tierney.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Mobile Wireless redacted quote

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	09/01/2022 10:25 AM
County Judge Exec Asst.	Becky Pruitt	09/01/2022 10:32 AM
Form Started By: Mary Watson		Started On: 08/30/2022 01:31 PM
Final Approval Date: 09/01/2022		

MobileWireless

8/20/2022

Presented by – Mobile Wireless LLC

Paul Hulse
Williamson County
301 SE Inner Loop Ste 105
Georgetown, TX 78626
(512) 943-1408
phulse@wilco.org

Re: NetMotion Complete renewal – DIR-CPO-4723

NetMotion Complete renewal

Item	SKU	QTY	Price	Extended Price
COMPLETE Platform Full access to the NetMotion platform and all of its features, powering security, visibility and connectivity use-cases. Includes the software defined perimeter (SDP), enterprise VPN and experience monitoring solutions. **(Effective from 11/16/2022 through 11/15/2023)**	[redacted]	1055	$64.99	$68,564.45
Total				**$68,564.45**

Respectfully,

Alan McClintock
Mobile Wireless LLC
Phone: (972) 516-1365
alan@mobwireless.com

Commissioners Court - Regular Session **27.**

Meeting Date: 09/13/2022

Approval of Service Order between Williamson County and Spectrum Enterprise for additional bandwidth for IT Department

Submitted For: Joy Simonton **Submitted By:** Mary Watson, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the Service Order between Williamson County and Spectrum Enterprise for additional bandwidth for $5,400.00 total per month for five (5) Williamson County office locations (see attached list). This service is exempted under Texas Local Government Code Section 262.024(a)(7)(C) "for a utility service".

Background

The approval of this Service Order will benefit five (5) Williamson County locations with additional bandwidth from 100mbps to 200mbps and alleviate bandwidth issues at these buildings. Networking at these offices is at 100% each day and can spike to 160%. The cost per office is $1,080.00 per month making each month a total of $5,400.00. On 7/12/02022, the Commissioner's approved a 5-year contract with Astound to replace Spectrum for this service and a time frame of 8 to 9 months has been estimated for the change over to take place. This increased bandwidth will help alleviate the issue in the interim. IT, Legal, Contract Audit and Budget have reviewed this Service Order. The funding source is 01.0100.0503.004210. Funding will be partial FY22 and FY23.The department point of contact is Rory Tierney.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Spectrum Redacted Service Order 9.6.22

Spectrum Intrastate Tax Redacted form 9.6.22

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	09/01/2022 09:54 AM
County Judge Exec Asst.	Becky Pruitt	09/01/2022 09:57 AM
Form Started By: Mary Watson		Started On: 08/25/2022 11:33 AM
Final Approval Date: 09/01/2022		

Spectrum ENTERPRISE

SERVICE ORDER

THIS SERVICE ORDER ("Service Order"), is executed and effective upon the date of the signature set forth in the signature block below ("Effective Date") and is by and between Charter Communications Operating, LLC on behalf of those operating subsidiaries providing the Service(s) hereunder ("Spectrum") and Customer (as shown below) and is governed by and subject to the Spectrum Enterprise Commercial Terms of Service posted to the Spectrum Enterprise website, https://enterprise.spectrum.com/ (or successor url) or, if applicable, an existing services agreement mutually executed by the parties (each, as appropriate, a "Service Agreement"). Except as specifically modified herein, all other terms and conditions of the Service Agreement shall remain unamended and in full force and effect.

Spectrum Enterprise Contact Information
Contact: Horacio Galvan Telephone: 5125939240 Email: eli.galvan@charter.com

Customer Information		
Customer Name WILLIAMSON COUNTY (HQ)		Order # [redacted]
Address 301 SE Inner Loop Georgetown TX 78626		
Telephone (512) 943-1934		Email: cball@wilco.org
Contact Name Christopher Ball	Telephone (512) 943-1934	Email: cball@wilco.org
Billing Address 301 SE Inner Loop Georgetown TX 78626		

NEW AND REVISED SERVICES AT 412 Vance St , Taylor TX 76574				
Service Description	***Order Term***	***Quantity***	***Monthly Recurring Charge(s)***	***Total Monthly Recurring Charge(s)***
Spoke	***Month to Month***	***1***	***$ 0.00***	***$ 0.00***
EP-LAN 200M Bandwidth	Month to Month	1	$1,080 00	$1,080 00
TOTAL*				***$1,080.00***

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Spectrum ENTERPRISE

NEW AND REVISED SERVICES AT 8160 Chandler Rd Unit FIBER, Hutto TX 78634				
Service Description	**Order Term**	**Quantity**	**Monthly Recurring Charge(s)**	**Total Monthly Recurring Charge(s)**
EP-LAN 200M Bandwidth	60 Months	1	$1,080 00	$1,080 00
Ethernet-Service Upgrade within the term	60 Months	1	$ 0 00	$ 0 00
Spoke	60 Months	1	$ 0 00	$ 0 00
TOTAL*				**$1,080.00**

NEW AND REVISED SERVICES AT 1801 E Old Settlers Blvd , Round Rock TX 78664				
Service Description	**Order Term**	**Quantity**	**Monthly Recurring Charge(s)**	**Total Monthly Recurring Charge(s)**
EP-LAN 200M Bandwidth	60 Months	1	$1,080 00	$1,080 00
Ethernet-Service Upgrade within the term	60 Months	1	$ 0 00	$ 0 00
Spoke	60 Months	1	$ 0 00	$ 0 00
TOTAL*				**$1,080.00**

NEW AND REVISED SERVICES AT 355 Texas Ave , Round Rock TX 78664				
Service Description	**Order Term**	**Quantity**	**Monthly Recurring Charge(s)**	**Total Monthly Recurring Charge(s)**
EP-LAN 200M Bandwidth	60 Months	1	$1,080 00	$1,080 00
Ethernet-Service Upgrade within the term	60 Months	1	$ 0 00	$ 0 00
Spoke	60 Months	1	$ 0 00	$ 0 00
TOTAL*				**$1,080.00**

NEW AND REVISED SERVICES AT 350 Discovery Blvd , Cedar Park TX 78613				
Service Description	**Order Term**	**Quantity**	**Monthly Recurring Charge(s)**	**Total Monthly Recurring Charge(s)**
EPL 200M Bandwidth	60 Months	1	$1,080 00	$1,080 00
Ethernet-Service Upgrade within the term	60 Months	1	$ 0 00	$ 0 00
Spoke	60 Months	1	$ 0 00	$ 0 00
TOTAL*				**$1,080.00**

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1. ***TOTAL CHARGE(S). Total Monthly Recurring Charges and Total One-Time Charges are due in accordance with the monthly invoice.***
2. ***TAXES***. Plus applicable taxes, fees, and surcharges as presented on the respective invoice(s).
3. ***SPECIAL TERMS***.

   Spectrum hereby agrees the Service ordered hereunder is an upgrade to existing Service at the Service (Location/Address) and, in this case, will not require an extension to the initial Term. Therefore, the Term of this upgrade Order shall end on the expiration of the initial Term and shall then be subject to any renewal terms set forth herein or in the Agreement.

Non-Appropriations

For purposes of this Service Order only, the parties hereby agree to the following provision:

Non-Appropriation of Funds. Notwithstanding anything to the contrary, if the funds Customer requests for services under a service order for a fiscal year are not appropriated (a 'Non-Appropriation'), Customer shall have the right to terminate, without penalty, such services at a service location listed on such service order, provided that Customer shall (a) provide Spectrum with at least thirty (30) days written notice prior to the start of such fiscal year setting forth how such Non-Appropriation did not result from the act or failure by Customer; (b) pay Spectrum all amounts due and owing at the time of such Non-Appropriation for all services provided by Spectrum pursuant to the service agreement or applicable terms; (c) pay to Spectrum, upon receipt of invoice, all construction expenses and other non-recurring charges associated with the Services, and any costs and expenses incurred by Spectrum to deal with the Non-Appropriation, including, without limitation, any applicable third-party termination liability charges; (d) promptly cease all use of any software provided by Spectrum hereunder for such service, and shall return such software to Spectrum; and (e) return to Spectrum or permit Spectrum to remove, in Spectrum's sole discretion, the equipment in the same condition as when received, ordinary wear and tear excepted. Customer shall be responsible for reimbursing Spectrum for the repair or replacement of any equipment not returned in accordance with this paragraph. Except as specifically modified herein, all other terms and conditions of the agreement and/or applicable terms shall remain unamended and in full force and effect.

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By signing below, the signatory represents they are duly authorized to execute this Service Order.

CUSTOMER SIGNATURE

Signature:_____

Printed Name:_____

Title:_____

Date:_____

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Ethernet Intrastate-Only Traffic Certification

Customer Name (Legal Entity): WILLIAMSON COUNTY (HQ)

Billing Address: *****6906

301 SE Inner Loop

Georgetown TX 78626

Charter Communications Operating, LLC and its subsidiaries providing the Services ("Spectrum"), presumes that more than 10% of the traffic carried on the WAN/Ethernet services that we provide to you over any circuit will be interstate in nature, and that therefore by Federal Communications Commission regulation each such circuit must be treated as jurisdictionally interstate in its entirety. If you expect that **10% or less** of the traffic to be carried over any circuit will be **interstate** in nature, please complete the certification form below to identify the relevant circuit(s) and specify the expected jurisdictional allocation of your traffic associated with such circuit(s). Please note that all Internet-related traffic is presumptively interstate. Also, please note that **you must provide this certification annually and whenever there is a material change in the actual or expected jurisdictional nature of your traffic**. In the event that you fail to provide this certification in accordance with procedures specified by Spectrum, Spectrum reserves the right to again presume that more than 10% of the traffic carried over each circuit is interstate in nature and calculate the fees applicable to that usage accordingly.

CERTIFICATION

I certify that the traffic carried by Spectrum in its provision of WAN/Ethernet services on the circuits **listed on the attached Service Order** is jurisdictionally intrastate and **will contain no more than 10% interstate traffic**.

(Authorized Customer Signature) (Date Signed)

(Printed Name) (Title)

Authorized Customer Contact Information:

Phone: (512) 943-1934 Email: cball@wilco.org

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Commissioners Court - Regular Session **28.**

Meeting Date: 09/13/2022

Approval of Proposal for Network Cameras from Knight Security Systems for Jail

Submitted For: Joy Simonton **Submitted By:** Mary Watson, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the proposal between Williamson County and Knight Security Systems for ten (10) Axis P3245-LV interior network cameras, for a total of $24,233.14, with an annual recurring cost of $2,736.48, pursuant to DIR Contract #DIR-CPO-4494, and authorizing the execution of this Proposal.

Background

The approval of this item will benefit the Williamson County Jail with additional security cameras. Knight Security Systems will provide and install ten (10) Axis P3245-LV interior cameras in the Williamson County Jail. The system installation includes hardware, system licenses and configurations. The attached scope of work has detailed information regarding this Proposal. IT, Legal, Contract Audit and Budget have reviewed this Proposal. The line item expenditure is 01.0100.0570.004500 FY22. The department point of contact will be Pat Erickson.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Knight Security Proposal

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	09/01/2022 09:12 AM
County Judge Exec Asst.	Becky Pruitt	09/01/2022 09:16 AM
Form Started By: Mary Watson		Started On: 08/19/2022 02:11 PM
Final Approval Date: 09/01/2022		

Proposal: [redacted]

Wilco[redacted]

Prepared for:

Chris Ball

Williamson County - Sheriff Office
508 S Rock St
Georgetown TX, 78628

Private and Confidential: The proposal has been distributed to you on a confidential basis for your information only. By accepting it, you agree not to disseminate it to any other person or entity in any manner and not to use the information for any purpose other than considering opportunities for a cooperative business relationship with Knight Security Systems, Inc.

Proposal Issued:	Proposal Valid To:
8/29/2022	9/12/2022

Prepared by:

Xavier Mead
512-892-8801
xmead@knightsecurity.com

4509 Freidrich Lane
Suite 110
Austin, TX 78744

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DESCRIPTION

CLIENT INFORMATION

Name: Williamson County - Sheriff Office

Site	**Billing**	**Contact**
508 S Rock St Georgetown, TX 78628	3181 bldg #1 SE Innerloop Georgetown, TX 78628	Chris Ball, Critical Systems Analyst I **P** (512) 943-1934 **E** cball@wilco.org

PROJECT NAME: **Wilco-**[redacted]

PROJECT SCOPE OF WORK

DIR-CPO-4494

Knight Security Systems (KSS) will provide and install 10 Axis P3245-LV interior network cameras in the Williamson County Sheriff's[redacted]

System installation includes hardware, system licenses, and configuration unless otherwise stated.

Video Surveillance System with 10 cameras

KSS will furnish and install the following:

- **10** Axis P3265-LV 2MP cameras
  - To be mounted in Evidence Room
  - IK10 impact rating
  - Infrared and WDR
- Initial programming will include:
  - Enrolling the cameras and setting up basic motion detection on an existing Genetec Archive server provided by county IT
  - One administrative account
  - One view only account
  - Estimated days of storage 30
  - 2MP at H.264 and 15 FPS
  - Calculations are based on 50% motion detection or event recording
  - **This configuration will require a minimum of 5.3TB (usable storage) and 30Mbps of throughput**

The NVR storage capacity is an approximate estimate based on general conditions that KSS does not influence. Each device will include the necessary mounting hardware, license and one year manufacturer software license support.

Client Initials:_____

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Customer Provided Items

- Electronic drawing files of the plans and approval of device layout
- Individual software administrator logins for personnel at each location for each system
- Existing recording server with storage space to accommodate the new devices
- Network switch and configuration
- Existing client workstations that meet the system minimal requirements
- Rack space and uninterruptable power supply in the MDF room for rack mount units
- Network configurations for connection of devices to Customer's network
- 120VAC by a certified electrician for all security devices where needed

Finance

PURCHASER HEREBY AGREES TO PAY KSS THE FOLLOWING TERMS: THE CUSTOMER IS REQUIRED TO PAY EVERY INVOICE IN FULL WITHIN 30 DAYS OF RECEIVING THE INVOICE.

PROJECT MILESTONES AND INVOICING PROCEDURES

- AN INITIAL PROJECT INVOICE IS DUE AND PAYABLE UPON DELIVERY OF MATERIALS AND SERVICES RENDERED
- THE REMAINING BALANCE IS DUE AND PAYABLE IN MONTHLY PROGRESS PAYMENTS BASED UPON MATERIAL DELIVERED OR WORK COMPLETED

Refer to the Standard Terms and Conditions sections 8H, 8I, and 8J.

Any changes from the base price will be adjusted with approved change orders from the Customer. The as-built plans will be submitted along with the final submittal package to the Customer.

Engineering

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KSS shall provide system design and operational documentation to ensure proper installation and efficient servicing of the system. KSS will provide submittal plans that will show where each device is located at each site. The submittal plans will also include a system matrix, which includes the schedule of each device and the programming setup into the security system software.

Cabling & Wiring
KSS will be responsible to install all the wiring and connections providing communication and/or control between KSS supplied devices and central control equipment. All wires will be dressed in a neat and professional manner.
KSS will not provide any conduit or trenching required to reach each device. It is the Customer's responsibility to provide a pathway for all wiring required for each device. KSS is not responsible for any existing wiring being used. A quote will be provided to the Customer for any wiring that is found to be unusable

Field Devices
KSS will provide all necessary devices and hardware included on the equipment list attached. The devices on the security plans will be installed and programmed into the system according to the system matrix.
KSS is not responsible for any existing devices being reused. If any existing devices are found to be unusable then a quote will be provided to the Customer to replace the device. KSS is not responsible for any damages done from the existing devices being removed. The Customer is responsible to patch and repair any damages done from existing devices removed.

Programming
KSS trained personnel will program the security system to provide a functioning operational system. KSS will support Customer programming personnel and set up remote field panels consistent with manufacturer standards. KSS will program each device according to the system matrix provided in the security plans. If any additional programming or special programming outside the system matrix is needed an approved change order from the Customer is required.

Customer to furnish IP addressing scheme for all devices requiring an IP address on the network. KSS will provide a list of devices that need IP addresses to the Customer.

Rental Equipment - Lift rental is not included in this proposal and shall be provided by the Customer if required.

Testing
KSS will perform acceptance testing in the presence of the appointed Customer representative to ensure proper operation and communication of all integrated systems. A test sheet with a check list for each device will be provided by KSS and signed by the Customer representative upon successful completion of a system acceptance test. The final system test report will be sent to all parties.

A punch list detailing items requiring a follow up that is within this scope of work will be created. KSS will correct the punch list items in a mutually agreed upon time. If the Customer wants something changed after the test sheet has been signed additional charges will be applied.

Upon system acceptance, a KSS job completion form shall be signed and sent to all parties. It is the Customer's responsibility to ensure proper periodic testing per the manufacturer's recommendation if a signed SecurePlan agreement is not in place.

Training - Training is not included with this proposal.

Standard Proposal Notes:

1. This proposal will follow the guidelines stated in DIR contract number DIR-CPO-4494 Standard Terms and Conditions.
2. This proposal is valid for 15 days. After the 15 days the quote is no longer valid and a new quote needs to be regenerated and prices may vary.
3. A standard 1 year warranty applies on all newly installed equipment.
4. Please allow 24-32 weeks lead time for Axis hardware.
5. Final Location of all equipment to be approved by owner prior to start of installation.

Client Initials:_____

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6. Work provided by KSS is assumed to be continuous, unhindered and without the need for escorts. Additional costs will be incurred if work is slowed by denial or delay of access to the work areas without three days' notice, or if escorts are required at any time. Any cessation of work by the customer or delays in the project construction schedule will result in additional mobilization and project management charges.
7. The quantities of materials noted above scope of work are intended to be descriptive. Should there be any discrepancy between the scope of work and the equipment list, the equipment list will supersede the scope of work stated above.
8. All work will be done following federal, state, and local laws and requirements for the above scope of work.
9. Due to extreme supply chain issues, Knight Security reserves the right to adjust final proposal pricing until an order is placed with our manufacturer partners. We will inform you within 5 business days of receipt of order about product availability and price increases greater than Knight can absorb.

Knight Security Systems Excludes the Following:

1. All 120 VAC connections are to be performed by customer or customer's designated licensed Electrical contractor.
2. Fire alarm interface, cabling, connection, input/output, testing and certification.
3. Any city or other governmental permits, not associated with this scope of work, required for the use and operation of the system.
4. Access to device location, penetrations, required access panels for concealed areas.
5. If not stated above wire mold, conduit, trenching, wireless devices or aerial cabling necessary to connect any remote locations or gates, computer workstations to operate the system, and network equipment to provided power and data communication for devices.
6. Overtime required due to schedule revisions, work stoppages, delays caused by others, or circumstances beyond Knight Security Systems control.
7. Final terminations and connections to equipment other than provided by Knight Security Systems.
8. Any trade installation that Knight Security Systems is not licensed to perform.
9. Painting, patching or landscaping required as a result of the installation of equipment associated with this scope of work.
10. Technical assistance or the setup of the customer's network for connection to the security control systems. The customer is required to provide static IP addresses and support personnel for assistance in setting up the network connections.

Roles & Responsibilities

Essential activities conducted in the course of project by Williamson County and Knight Security Systems (KSS).

Project Administration Tasks	Customer	KSS
General project management & administration		X
Designate primary customer point of contact and site supervisor		X
Host initial site orientation and kick-off meeting	X	
Pre-installation walk-through and design verification	X	
Pre-construction utility assessment	X	
System design and engineering		X
System design and engineering approval	X	
Develop master project schedule		X
Approval of master project schedule	X	
System design acceptance within overall master plan of larger facility	X	
Provide lists of existing equipment and building drawing backgrounds	X	
Develop and maintain drawings and equipment schedules		X
Provide written communication regarding work site conditions	X	
Coordinate monthly in-progress reviews for active sites		X
Change order management		X

Project Installation Tasks	Customer	KSS
Provide locations for materials staging	X	
Materials pre-installation configuration and delivery		X
Pre-installation testing of existing equipment		X

Client Initials:_____

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120VAC at each device location where needed	X	
Building penetrations to exterior		N/A
Fire partition penetrations and sealing		N/A
Removal of existing cameras		N/A
Installation of conduit to security system devices where needed		X
Installation of cables to security system devices		X
Network cables from security system devices to copper patch panels		X
Patch cables between patch panels and network switches		X
Create panel, cable, and equipment labeling scheme	X	
Install cable labels per labeling scheme		X

Network Tasks	Customer	KSS
Rack and rack space for rack mount equipment	X	
Network PoE switches and configuration	X	
Patch panels		X
Uninterruptable power supplies & KVM units	X	
IP address assignment for security system equipment and workstations	X	
Configure client workstations to the security system		X

Programming Tasks	Customer	KSS
Create custom security system programming matrix		N/A
Program initial security system configuration		N/A
Develop and implement database update procedure	X	

Testing and Acceptance Tasks	Customer	KSS
System test forms and checklists		X
Full system test		X
Customer on-site system acceptance	X	
As-built drawings and final engineering document submittal		X

DIR-CPO-4494

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

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 licensee 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 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.

Mediation: The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this Contract.

Venue and Governing Law: Venue of this contract shall be Williamson County, Texas, and the law of the State of Texas shall govern.

Right to Audit: Knight Security Systems, LLC agrees that licensee 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

Client Initials:_____

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photocopy any and all books, documents, papers and records of Knight Security Systems, LLC which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Knight Security Systems, LLC agrees that licensee shall have access during normal working hours to all necessary Knight Security Systems, LLC facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. licensee shall give Knight Security Systems, LLC reasonable advance notice of intended audits.

PROJECT INVESTMENT

Video Surveillance

QTY	Description	Unit Price	Ext.Price
1	Project Install Kit	$709.07	$709.07
11	CU Patch Crd Cat 6 SD 1ft YL	$13.36	$146.96
10	1 camera connection	$176.31	$1,763.10
10	GenetecAdvantage for 1 OmnicastEnterprise Camera	$35.26	$352.60
11	Mini-Com Module, Category 6, UTP, 8-Position 8-Wir	$14.86	$163.46
3	Copper Cable, Enhanced Category 6, 4-Pair, 23 AWG	$1,041.84	$3,125.52
1	Mini-Com Patch Panel 48 Port 2 RU BL	$118.98	$118.98
1	Tak-Ty Hook and Loop Cable Strip Tie Black	$28.69	$28.69
15	StrongHold KP4W-X20 Wall Mount Bracker Nylon 6.6 B	$72.98	$1,094.70
10	High-performance fixed dome camera with Deep Learn	$495.72	$4,957.20
	Equipment Subtotal		**$12,460.28**
	Labor Subtotal		**$9,036.38**
	Video Surveillance SubTotal		**$21,496.66**
	Annual Recurring Subtotal		**$2,736.48**

Investment Summary

Total Equipment	**$12,460.28**
Total Labor	**$9,036.38**
Total Proposal Amount	**$21,496.66**
Annual Recurring	**$2,736.48**

Note: Sales tax, if applicable, is not included on this proposal and will be added to the total upon invoicing.

Client Initials:_____

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Investment Total

Knight Security Systems will provide the proposed system as described in this proposal for the sum of: **$21,496.66**

Annual Recurring **$2,736.48**

The price above includes: material, equipment and labor as described within this proposal.

Grand Total : $24,233.14

IN WITNESS WHEREOF, Williamson County and Knight Security Systems have duly executed this Agreement to be effective as of the date of the last party's execution below.

COUNTY:
WILLIAMSON COUNTY

By: _____

Printed Name: _____

Representative
Capacity: _____

Date: _____, 20_____

KNIGHT SECURITY SYSTEMS:

By: Xavier Mead

Printed Name: Xavier Mead

Representative
Capacity: Account Manager

Date: 8/29/2022, 20____

Client Initials:_____

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SEE PURCHASING CONTRACT

DIR-CPO-4494

FOR TERMS AND CONDITIONS.

Web Access:
https://dir.texas.gov/contracts/dir-cpo-4494

Client Initials:_____

Commissioners Court - Regular Session **29.**

Meeting Date: 09/13/2022

Approval of Quote for Training with Cellebrite, Inc. for the Sheriff's Office

Submitted For: Joy Simonton **Submitted By:** Mary Watson, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the quote between Williamson County and Cellebrite, Inc. for training for the total amount of $1,495.00, and authorizing the execution of the quote.

Background

The training is for two days for Cellebrite Mobile Forensic Fundamentals which will benefit the Sheriff's Office. The quote is attached. Legal, Audit and Budget have reviewed the quote. The line item being charged is 01.0100.0560.004232. The department point of contact is Mary Johnson.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Quote

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	09/08/2022 10:45 AM
County Judge Exec Asst.	Becky Pruitt	09/08/2022 10:51 AM
Form Started By: Mary Watson		Started On: 09/07/2022 01:55 PM
Final Approval Date: 09/08/2022		

DocuSign Envelope ID: 34CC2277-CF8C-43F2-AF6F-0452C0D33988

Cellebrite Inc.
7 Campus Drive
Suite 210
Parsippany New Jersey 07054
United States

Tel. +1 800 942 3415
Fax. +1 201 848 9982
Tax ID#: 22-3770059
DUNS: 033095568
CAGE: 4C9Q7
Company Website:
http://www.cellebrite.com

Cellebrite Digital intelligence for a safer world

Quote

Quote# [redacted]
Date: Aug 15, 2022

Billing Information
Williamson County Sheriff's Office
508 ROCK ST
GEORGETOWN, Texas
78626-5604
United States
Contact: Roy Klingelberger
Phone: +15129435264

Delivery Information
Williamson County Sheriff's Office
508 ROCK ST
GEORGETOWN, TX 78626-5604
United States

Contact: Roy Klingelberger
Phone: +15129435264

End Customer: Williamson County Sheriff's Office

Click here to process with Credit Card payment
By clicking the link above and accepting this quote,
You are expressing your agreement and compliance to and with the terms contained on this quote.

Customer ID	Good Through	Payment Terms	Currency	Sales Rep
SF-00051547	Sep 14, 2022	Net 30	USD	Susan Spye

Product Code	Product Name	Qty	Start Date	End Date	Serial Number	Net Price/Unit	Net Price
U-TRN-04-043	OLT-LO CMFF - Cellebrite Mobile Forensic Fundamentals 2 Days	1				1,495.00	1,495.00

Total Shipping and Handling Charges	USD 0.00

SubTotal	USD 1,495.00
Sales Tax	USD 0.00
Total	USD 1,495.00

Comments:

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.

Terms and Conditions:
- Freight Terms: EXW
- Limited Warranty: Hardware: 12 Months; Software: 60 days; Touch Screen: 30 days
- Quote is subjected to regulation approval.
- General: Purchases of any products sold by Cellebrite are governed by http://legal.cellebrite.com/us/index.html
- EULA: Software is licensed by Cellebrite in accordance with an end user license agreement available at https://legal.cellebrite.com/End-User-License-Agreement.html
- Advanced Services (CAS): Purchases of Cellebrite Advanced Services are governed by https://legal.cellebrite.com/CB-us-us/index.html
- Premium: The following terms apply only to the following products: Cellebrite Premium http://legal.cellebrite.com/intl/PremiumUS.htm
- Pathfind
er: https://legal.cellebrite.com/PF-Addendum.htm
- Training Services: Subject to the terms and conditions at http://legal.cellebrite.com/intl/Training.htm
- SaaS: https://legal.cellebrite.com/Cellebrite-SaaS-Terms-of-Service-October-18-2021.htm

In the event of any dispute as to which terms apply, Cellebrite shall have the right to reasonably determine which terms apply to a given purchase order.
*SALES TAX DISCLAIMER: Cellebrite Inc. is required to collect Sales and Use Tax for purchases made from the following certain U.S. States. Orders are accepted with the understanding that such taxes and charges shall be added, as required by law. Where applicable, Cellebrite Inc. will charge sales tax unless you have a valid sales tax exemption certificate on file with Cellebrite Inc. Cellebrite Inc. will not refund tax amounts collected in the event a valid sales tax certificate is not provided. If you are exempt from sales tax, you must provide us with your sales tax exempt number and fax a copy of your sales tax exempt certificate to Cellebrite Inc.
Please include the following information on your PO for Cellebrite UFED purchase:
- Please include the ORGINAL QUOTE NUMBER (For example - Q-XXXXX) on your PO
- CONTACT NAME & NUMBER of individual purchasing and bill to address
- E-MAIL ADDRESS of END USER for monthly software update as this is critical for future functionality

I, the undersigned, hereby confirm that I am authorized to sign this Order on behalf the engaging company ("Company"), and I hereby approve that my signature is legally binding upon the Company. By signing this Order I hereby confirm and approve that the terms and conditions with respect to the services described in this Order are the only terms and conditions that apply in this regard, and no other documents and/or forms and/or other terms and conditions shall apply.

Signature & Stamp: _____ **Effective Date:**

Name (Print): _____ **Title:** _____

Cellebrite Signature: DocuSigned by: Zach Cohen 53803B22D666439... Date: 9/1/2022

Please sign and email to Susan Spye at susan.spye@cellebrite.com

Commissioners Court - Regular Session **30.**

Meeting Date: 09/13/2022

Donation of 4,000 shoes for Corrections Bureau of the Sheriff's Office

Submitted For: Mike Gleason **Submitted By:** Starla Hall, Sheriff

Department: Sheriff

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action to accept a donation of (4,000) off brand (croc style) shoes to be used in the Corrections Bureau of the Sheriff's Office from Evelyn Walberg with Walberg Enterprises pursuant to Tex. Loc. Gov't Code 81.032.

Background

Evelyn Walberg with Walberg Enterprises would like to donate 4,000 croc style shoes of various sizes and colors to the Corrections Bureau a value of $4,000.00 ($1.00 per pair) to be used by the inmates.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/08/2022 08:22 AM
Form Started By: Starla Hall		Started On: 09/07/2022 07:45 PM
Final Approval Date: 09/08/2022		

Commissioners Court - Regular Session **31.**

Meeting Date: 09/13/2022

Request available office space for new VSO in Jester Annex (Rm. 119)

Submitted For: Juan Amaya **Submitted By:** Juan Amaya, Veteran Services

Department: Veteran Services

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action to occupy the available office space at the Jester Annex (Rm. 119) for Veteran Services.

Background

The office would be utilized for a new VSO hire to service Precinct 1 area, due to the increase of Veterans in our county. Veterans will be able to receive assistance and not have to worry about traveling further than needed.

Fiscal Impact

From/To	Acct No.	Description	Amount

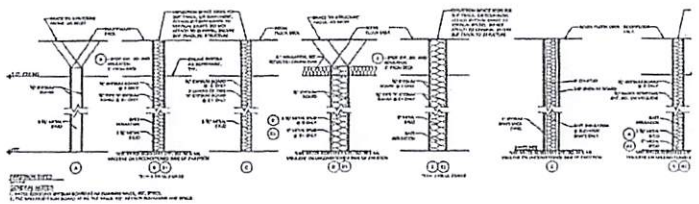
Attachments

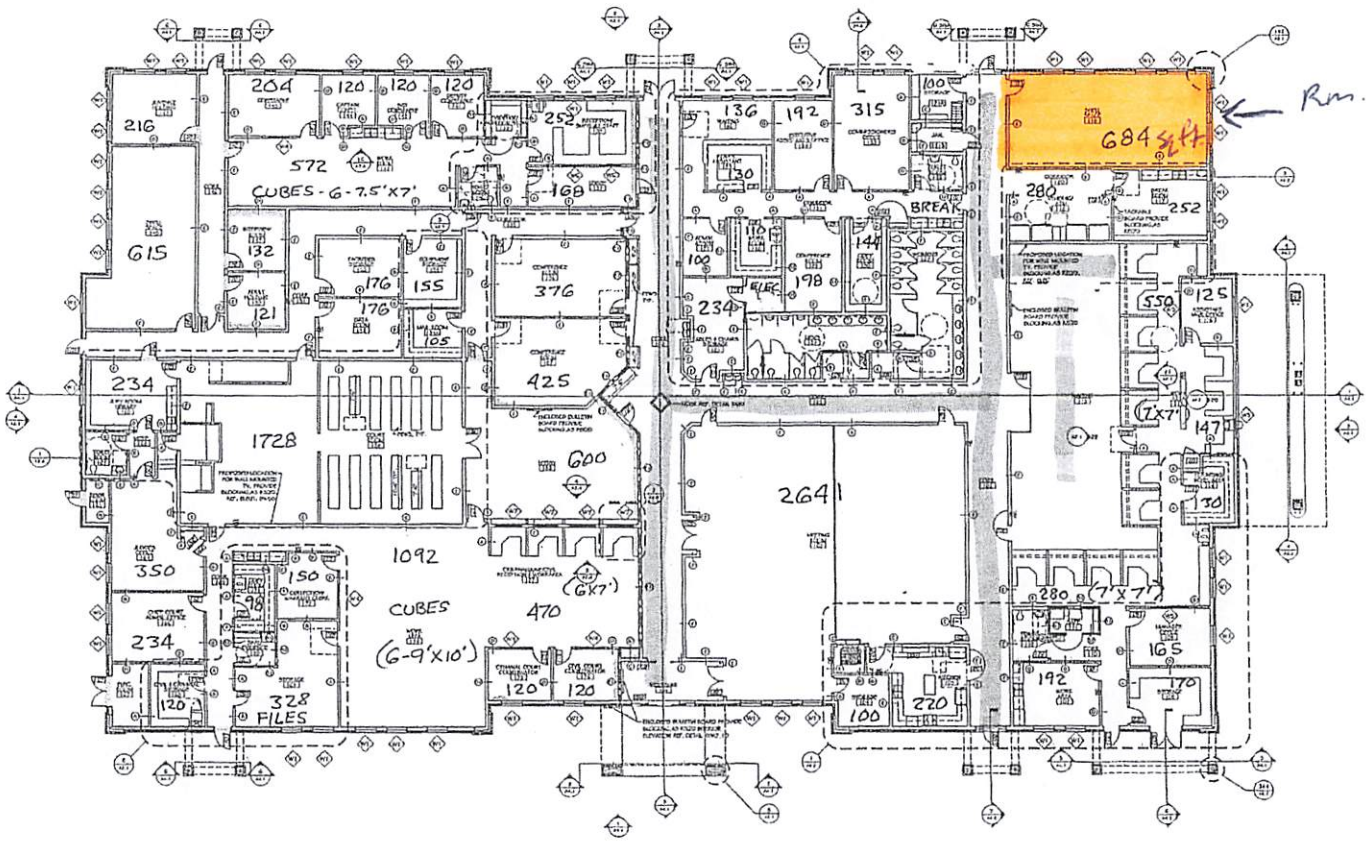
Rm. 119 Jester Annex

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	08/30/2022 08:48 AM
Form Started By: Juan Amaya		Started On: 08/25/2022 01:34 PM
Final Approval Date: 08/30/2022		

Round Rock Jester
Tuesday, Aug. 16





meman architects 24

JESTER
ANNEX

27,660

WILLIAMSON COUNTY PRECINCT 1 ANNEX

1801 EAST OLD SETTLER BLVD

REVISIONS
Δ:

PROJECT NUMBER
07104-00

DATE ISSUED
02-16-2009

SHEET TITLE
OVERALL FLOOR PLAN - ANNEX

SHEET NUMBER
A2.2

Commissioners Court - Regular Session **32.**

Meeting Date: 09/13/2022

SWRP Remote Restrooms (P560) – Falkenberg Construction Change Order 1

Submitted For: Dale Butler **Submitted By:** Wendy Danzoy, Facilities Management

Department: Facilities Management

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on accepting a report from Falkenberg Construction, Change Order No. 1 for the Williamson County Southwest Regional Park Remote Restrooms project (P560). This is a deductive change order for ($11,000) with no time additional time requested. Funding Source is P560.

Background

This change order is decrease overall budget by $11,000 for the Southwest Regional Park Restroom Renovations Project (P560). Department point of contact is Angel Gomez. On December 14, 2021, the Williamson County Commissioners Court approved Williamson County Facilities Senior Project Manager, Angel Gomez, with authority to approve change orders under Local Government Code Sec. 262.031, in relation to Williamson County construction and facilities projects. This report is being provided for purposes of notifying the court of such change order and to place it in the minutes of the Commissioners Court.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Falkenberg CO1

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	08/31/2022 04:31 PM
County Judge Exec Asst.	Becky Pruitt	09/01/2022 09:12 AM
Form Started By: Wendy Danzoy		Started On: 08/31/2022 12:34 PM
Final Approval Date: 09/01/2022		

CHANGE ORDER

FOR PROJECT: C2-P560 SW Regional Park Remote Restrooms

CHANGE ORDER NO: 001 NTP Date: November 3, 2021
DATE OF ISSUANCE: March 1, 2022
Contractor: Falkenberg Construction Co., Inc.
Project Architect: Studio 16:19
Project Engineer: N/A

EXPLANATION:

1. **New alignment of wastewater line reduce the total quantities needed for trenching for line Item No. 4 by 18.86 percent and line Item No. 07 (sewer line) by 32.27 percent.**

CONTRACT CHANGE:

1. Reduce total due by $11,000.00
2. No additional time added; work completed within contract time.

Original contract amount	$ 265,771.68
Net change by previously submitted Change Orders	$ 0.00
Contract sum prior to this Change Order was	$ 265,771.68
Contract Sum to be decreased/~~increased~~ by this Change Order in the amount of	**$ 11,000.00**
The new Contract Sum including this Change Order will be	$ 254,771.68
The Contract Time will be changed by	(+0) days
The date of Substantial Completion as of the date of this Change Order	**2/15/2022**

RECOMMENDED BY:

Triston Moore		3/02/2022
Contractor's Printed Name	Contractor's Signature	Date

ACCEPTED BY:

Jesus Angel Gomez, PM/ODR	Jesus Angel Gomez Digitally signed by Jesus Angel Gomez DN: cn=Jesus Angel Gomez, o=Williamson County, ou=Facilities Management, email=angel.gomez@wilco.org, c=US Date: 2022.08.29 11:36:33 -05'00'	8/29/2022
Owner's Representative	Owner's Representative Signature	Date

Commissioners Court - Regular Session **33.**

Meeting Date: 09/13/2022

Children's Advocacy Center Addition (P530) – Vaughn Change Order 1

Submitted For: Dale Butler **Submitted By:** Wendy Danzoy, Facilities Management

Department: Facilities Management

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on Vaughn Construction, Change Order No. 1 for the Children's Advocacy Center Addition project (P530) for $102,174. No time extension is required. Funding Source is P530.

Background

This change order is to increase contract by $102,174 for utility and technology changes and additional pier depth required. There will be no time added to completion. Department point of contact is Sr. Project Manager, Angel Gomez.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Vaughn CO1

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	08/31/2022 04:31 PM
County Judge Exec Asst.	Becky Pruitt	09/01/2022 10:43 AM
Form Started By: Wendy Danzoy		Started On: 08/31/2022 12:40 PM
Final Approval Date: 09/01/2022		

AIA® Document G701™ – 2017

Change Order

PROJECT: *(Name and address)* Williamson County Children's Advocacy Center 1811 SE Inner Loop Georgetown, TX 78626	**CONTRACT INFORMATION:** Contract For: General Construction Date: 11/23/2021	**CHANGE ORDER INFORMATION:** Change Order Number: 001 Date: 08/03/2022
OWNER: *(Name and address)* Williamson County, Texas 710 Main Street, Suite 101 Georgetown, TX 78626	**ARCHITECT:** *(Name and address)* BLGY Architecture 8001 Centre Park Drive, Suite 150 Austin, TX 78754	**CONTRACTOR:** *(Name and address)* J. T. Vaughn Construction 10355 Westpark Drive Houston, Texas 77042

THE CONTRACT IS CHANGED AS FOLLOWS:
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)
Change Order No. 001 includes the below listed Vaughn Change Proposals 01, 03, 04, 06, and 07. For Vaughn Project No. 2860-01.

- CP No. 01 - Provide utility changes in accordance with ASI-013	$ 78,260.00
- CP No. 03 - Provide light fixture revisions in accordance with ASI-003 and ASI-004	$ 445.00
- CP No. 04 - Provide technology revisions in accordance with ASI-007	$ 5,297.00
- CP No. 06 - Provide carpet revisions in accordance with ASI-008	$ 1,931.00
- CP No. 07 - Provide added pier depth as shown on the Pier Log	$ 16,241.00

The original Contract Sum was	$ 7,749,572.00
The net change by previously authorized Change Orders	$ 0.00
The Contract Sum prior to this Change Order was	$ 7,749,572.00
The Contract Sum will be increased by this Change Order in the amount of	$ 102,174.00
The new Contract Sum including this Change Order will be	$ 7,851,746.00

The Contract Time will be unchanged by zero (0) days.

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

BLGY Architecture **ARCHITECT** *(Firm name)*	J. T. Vaughn Construction, LLC **CONTRACTOR** *(Firm name)*	Williamson County, Texas **OWNER** *(Firm name)*
SIGNATURE	**SIGNATURE**	**SIGNATURE**
~~Sita Lakshminarayan~~ Brody Harris, PM **PRINTED NAME AND TITLE**	Mike Simpson **PRINTED NAME AND TITLE**	Dale Butler **PRINTED NAME AND TITLE**
8/25/22 **DATE**	8/3/22 **DATE**	**DATE**

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User Notes: (3B9ADA43)

VAUGHN
CONSTRUCTION

1811 SE Inner Loop
Georgetown, TX
78626

T: (512) 663-7461

August 03, 2022

Sita Lakshminarayan
BLGY Architecture
8001 Centre Park Dr. Suite 150
Austin, TX 78754

Re: Children's Advocacy Center
Job No: 286001

Subj: Change Proposal No. 286001-0001

Dear Sir or Madam:

We respectfully submit our proposal for an increase to our contract in the amount of $78,260 (seventy-eight thousand two hundred sixty) dollars to provide Utility changes in accordance with ASI-013 issued by BLGY dated 05/04/2022 for the above referenced project.

Our price is valid for Fourteen (14) days

Please indicate your acceptance of this change proposal by signing and returning one copy of the attached Form B breakdown of our cost.

Very truly yours,
VAUGHN CONSTRUCTION

Doug Boram

Attachments:

CC:

FORM B

PROJECT: Children's Advocacy Center

CHANGE PROPOSAL NO: 286001-0001

QUOTATION :

Item	Labor	Materials	Subs	Total
Texas Quality Services	$0.00	$0.00	$69,680.00	$69,680.00
Culvert and Grading Modifications (WRP)	$0.00	$4,500.00	$0.00	$4,500.00
Fee (5.5%)	$0.00	$4,080.00	$0.00	$4,080.00
Totals	$0.00	$8,580.00	$69,680.00	$78,260.00

Insurance, Tax, Benefits on Labor	$0.00
Overhead	$0.00
Fee on Subs	$0.00
Fee on JTV	$0.00
Bond	$0.00
Remodel Tax	$0.00
TOTAL	**$78,260.00**

TIME EXTENSION TO CONTRACT: 0 Days

Submitted Date: 7/29/2022

Accepted

By:_____

Date:_____

VAUGHN CONSTRUCTION

By:_____
Doug Boram

Proposal Valid for 14 Days

Child advocy center

TEXAS QUALITY SERVICES
UTILTIY BID FORM

PCO 001 UPDATED WATER

DESCRIPTION	QTY	UNIT	MATERIALS	LABOR RATE	LABOR TOTAL	EQUIPMEI	TOTAL E	TOTAL
WATER								
Foreman	60	HR		$ 58.00	$ 3,480.00			$ 3,480.00
operator	60	HR		$ 47.00	$ 2,820.00			$ 2,820.00
pipe layer	60	HR		$ 44.00	$ 2,640.00			$ 2,640.00
labor X2	120	HR		$ 29.00	$ 3,480.00			$ 3,480.00
track hoe	60	HR				$ 55.00	$ 3,300.00	$ 3,300.00
Loader	60	HR				$ 35.00	$ 2,100.00	$ 2,100.00
compactor	60	HR				$ 33.00	$ 1,980.00	$ 1,980.00
light duty truck	60	HR				$ 15.00	$ 900.00	$ 900.00
tool trailer	60	HR				$ 7.00	$ 420.00	$ 420.00
LAZER	60	HR				$ 7.00	$ 420.00	$ 420.00
bedding	20	TONS	$ 32.00					$ 640.00
haul off	2	load	$ 250.00					$ 500.00
Flowable fill	0	yards	$ 160.00					$ -
Testing	1	LS	$ 1,000.00					$ 1,000.00
Fortaline OLD								$ (17,152.50)
Fortaline NEW								$ 96,192.05
delete 6" RPDA	1	ea						$ (21,912.49)
DELETE 6" di pipe	80	ft	$ (23.50)					$ (1,880.00)
add 8" HDPE	25	FT	$ 8.80					$ 220.00
DEDUCT FIRE HYDRANT	1		$ (7,954.98)					$ (7,954.98)
REMOTE FDC	1		$ (7,846.80)					$ (7,846.80)
					TOTAL			$ 63,345.28
					MARK UP		10%	$ 6,334.53
								$ -
								$ -
							total	**$ 69,679.81**

ORIGINAL QUOTE

QUOTE

FORTILINE WATERWORKS
a MORSCO brand

Due to the continued cost and supply challenges in the PVC and HDPE markets, the pricing of these products will be based solely on the availability at the time of shipment. Also, given the volatility in these markets we will not be responsible for product availability, shipment delays, or changes in prices, as they are out of our control. Bid prices should be considered an estimate, these materials will only be priced at time of shipment until the current supply chain challenges are resolved. These terms are in leu of our standard terms. We are confident that continued transparent communication will give you the information you need to best conduct your business. We appreciate your partnership.

CUSTOMER NO	QUOTING BRANCH	QUOTE NO	QUOTE DATE	PAGE
225854	FORTILINE AUSTIN	6115592	9/13/21	1

CUSTOMER

TEXAS QUALITY SERVICES LLC
322 SOUTHLAND DR
BURNET, TX 78611

PROJECT INFORMATION

WILCO CHILD ADVOCACY CENTER

LINE	QTY	UOM	DESCRIPTION	UNIT PRICE	TOTAL PRICE
			********** GIVEN THE CURRENT PRICING AND SUPPLY CHAIN CHALLENGES ALL MATERIAL WILL BE PRICED AT TIME OF SHIPMENT AND THE PRICES BELOW ARE TO BE USED AS AN ESTIMATE FOR BID PURPOSES ONLY **********		
			********** ********** PRICING FOR SOME OF THE PRODUCTS INCLUDED IN THIS QUOTE MAY BE IMPACTED BY SECTION 301 LIST 3: THE PROPOSED CHINA TARIFF. IN THE EVENT THAT THE TARIFF IS IMPLEMENTED, WE WILL BE FORCED TO PASS IT ON TO THE MARKET. THE ACTUAL PRICE OF THESE ITEMS MAY INCREASE UP TO THE RATE OF THE TARIFF THAT IS IMPOSED. ********** **********		
			FORTILINE INC. 2600 COUNTY ROAD 172 ROUND ROCK, TX 78681 PHONE: 512-551-9181 FAX: 512-761-3891		
			JOB: WILCO CHILD ADVOCACY CENTER ADDITIONS		
			CITY: GEORGETOWN		
			BID DUE DATE: 9/10/21		
			QUOTED BY: THOMAS SIMMONS		
			********** NOTE: DUE TO CURRENT PVC ENVIRONMENT, ALL PVC PIPE WILL BE PRICED AT TIME OF SHIPMENT **********		
			********** WATER IMPROVEMENTS		

ALL STOCK DELIVERIES ARE SUBJECT TO SHIPPING CHARGES

All PVC and HDPE material is quoted for shipment within 7 days of quote/bid date. All other material is quoted for shipment within 30 days of quote/bid date.
After 7 days for PVC and HDPE or 30 days for all other material, ALL quoted prices are subject to review based on current market conditions.

BIDCNEW

CUSTOMER NO	JOB NAME	QUOTE NO	QUOTE DATE	PAGE
225854	WILCO CHILD ADVOCACY CENTER	6115592	9/13/21	2

LINE	QTY	UOM	DESCRIPTION	UNIT PRICE	TOTAL PRICE
			**********		
			6" PVC WATERLINE		
440	180	FT	6" C900 DR18 PIPE BLUE	12.3500	2,223.00
450	500	FT	12GA SOLID WIRE BLUE 500'	.1800	90.00
460	1	EA	6" MJ HYD TEE DOMESTIC C153	230.3500	230.35
470	1	EA	6" MJ LONG SLEEVE DOMEST C153	121.5500	121.55
480	2	EA	6" MJ 45 DOMESTIC C153	113.9000	227.80
490	9	EA	6" MEGALUG PVC W/ACC 2006PEC	58.4522	526.07
			Package Sub-total:		**3,418.77**
			6" GATE VALVE		
520	1	EA	6" MJ GV O/L 22000 L/ACC	535.5200	535.52
530	1	EA	562S SCREW VB COMP IMPORT	63.3200	63.32
540	1	EA	2' VALVE STEM EXT	45.0000	45.00
550	1	EA	6" MEGALUG PVC W/ACC 2006PEC	58.4522	58.45
560	1	EA	6" MJ ACC SET L/GLAND DOMESTIC	30.2500	30.25
			Package Sub-total:		**732.54**
			6" IN BUILDING FIRE LINE RISER		
590	1	EA	6" SS IN-BUILD RISER GRVXCIPS	865.0000	865.00
600	1	EA	6" SPLIT BELL REST PVC 190600Y W/FLUORO-COATED B&N	81.2500	81.25
			Package Sub-total:		**946.25**
			FIRE HYDRANT		
630	1	EA	12"X6" MJ HYD TEE DOMEST C153	521.9000	521.90
640	1	EA	12" MJ LONG SLEEVE DOMEST C153	318.7500	318.75
650	1	EA	6" MJ GV O/L 22000 L/ACC	535.5200	535.52
660	1	EA	562S SCREW VB COMP IMPORT	63.3200	63.32
670	20	FT	6" TJ DIP PR350	18.2500	365.00
680	1	RL	18"X200' POLYWRAP BLACK 8MIL	85.0000	85.00
690	1	EA	5-1/4VO HYD 5'0" 6MJ 5CD250 O/L L/ACC-SILVER 73513D	1,980.7986	1,980.80
700	2	EA	6" ONE-LOK MJ REST DIP SLDE6	31.8941	63.79
710	3	EA	6" MJ REGULAR ACC LESS GLAND	22.6000	67.80
720	1	EA	TRACER WIRE TEST STATION BLUE	45.5000	45.50
730	1	EA	3M DBY DIRECT BURY WIRE SPLICE	1.3700	1.37
			Package Sub-total:		**4,048.75**
			REMOTE FDC CONNECTION		
760	1	EA	6" SS IN-BUILD RISER GRVXCIPS	865.0000	865.00
770	60	FT	6" TJ DIP PR350	18.2500	1,095.00
780	2	EA	6" FLGXPE DIP 4'00"	351.5200	703.04
790	2	EA	6" MJ LONG SLEEVE C153	110.7400	221.48
800	6	EA	6" ONE-LOK MJ REST DIP SLDE6	31.8941	191.36
810	6	EA	6" MJ REGULAR ACC LESS GLAND	22.6000	135.60
820	1	EA	6" FLANGED SWING CHECK VALVE F908W	1,774.6600	1,774.66
830	1	EA	1/2" GALV STREET 90	3.9900	3.99
840	1	EA	1/2" THD AUTO BALL DRIP VALVE	15.2400	15.24
850	10	FT	3/4" ALL THREAD ROD ZINC	3.9800	39.80
860	16	EA	3/4" HEX NUT ZINC	.5100	8.16
870	16	EA	3/4" FLAT WASHER ZINC	.4700	7.52
880	2	EA	48"X12" MANHOLE RISER	110.0000	220.00
890	1	EA	48X24 ECCENTRIC CONE	220.0000	220.00

ALL STOCK DELIVERIES ARE SUBJECT TO SHIPPING CHARGES

All PVC and HDPE material is quoted for shipment within 7 days of quote/bid date. All other material is quoted for shipment within 30 days of quote/bid date.
After 7 days for PVC and HDPE or 30 days for all other material, ALL quoted prices are subject to review based on current market conditions.

CUSTOMER NO	JOB NAME	QUOTE NO	QUOTE DATE	PAGE
225854	WILCO CHILD ADVOCACY CENTER	6115592	9/13/21	3

LINE	QTY	UOM	DESCRIPTION	UNIT PRICE	TOTAL PRICE
900	1	EA	6" MJ 90 C153	122.0400	122.04
910	1	EA	V-2432 32" BWT R&C M/WATER BOLTED WATERTIGHT EAJ	350.0000	350.00
920	1	EA	6"X5" 30DEG STORZ W/CAP&PLATE	772.2100	772.21
930	1	EA	6" FLGXPE DIP 9'00"	653.1200	653.12
940	1	EA	6" FLG 90 C110	212.4400	212.44
950	1	EA	6" COMP FLG C110	41.8100	41.81
960	1	EA	6"XCLOSE GALV NIPPLE	132.2300	132.23
970	2	EA	6" FLG ACC KIT FF 1/8" RR	31.0500	62.10
			Package Sub-total:		**7,846.80**
			2" DOMESTIC WATERLINE QUOTING CUT IN TEE IN LIEU OF TAPPING SADDLE		
1020	80	FT	2" SCH40 PVC PIPE BE	1.9500	156.00
1030	1	EA	2" SCH40 PVC CAP H	.9960	1.00
1040	1	EA	2" SCH40 PVC TEE HXH	2.3940	2.39
			Package Sub-total:		**159.39**
			********** WASTEWATER IMPROVEMENTS **********		

ALL STOCK DELIVERIES ARE SUBJECT TO SHIPPING CHARGES

All PVC and HDPE material is quoted for shipment within 7 days of quote/bid date. All other material is quoted for shipment within 30 days of quote/bid date. After 7 days for PVC and HDPE or 30 days for all other material, ALL quoted prices are subject to review based on current market conditions.

NEW QUOTE

QUOTE

FORTILINE WATERWORKS
a MORSCO brand

Due to the continued cost and supply challenges in the DUCTILE IRON PIPE, PVC and HDPE markets, the pricing of these products will be based solely on the availability at the time of shipment. Also, given the volatility in these markets we will not be responsible for product availability and shipment delays, as they are out of our control. Bid prices should be considered an estimate, materials will only be priced at time of shipment until the current supply chain challenges are resolved. These terms are in leu of our standard terms. We appreciate your partnership.

CUSTOMER NO	QUOTING BRANCH	QUOTE NO	QUOTE DATE	PAGE
225854	FORTILINE AUSTIN	6177050	3/11/22	1

CUSTOMER

TEXAS QUALITY SERVICES LLC
322 SOUTHLAND DR
BURNET, TX 78611

PROJECT INFORMATION

WILCO CHILDRENS ADVOCACY CENTER

LINE	QTY	UOM	DESCRIPTION	UNIT PRICE	TOTAL PRICE
			********** GIVEN THE CURRENT PRICING AND SUPPLY CHAIN CHALLENGES ALL MATERIAL WILL BE PRICED AT TIME OF SHIPMENT AND THE PRICES BELOW ARE TO BE USED AS AN ESTIMATE FOR BID PURPOSES ONLY **********		
			********** ********** PRICING FOR SOME OF THE PRODUCTS INCLUDED IN THIS QUOTE MAY BE IMPACTED BY SECTION 301 LIST 3: THE PROPOSED CHINA TARIFF. IN THE EVENT THAT THE TARIFF IS IMPLEMENTED, WE WILL BE FORCED TO PASS IT ON TO THE MARKET. THE ACTUAL PRICE OF THESE ITEMS MAY INCREASE UP TO THE RATE OF THE TARIFF THAT IS IMPOSED. ********** **********		
			FORTILINE INC. 2600 COUNTY ROAD 172 ROUND ROCK, TX 78681 PHONE: 512-551-9181 FAX: 512-761-3891		
			JOB: WILCO CHILDRENS ADVOCACY		
			CITY: GEORGETOWN		
			BID DUE DATE: 3/11/22		
			QUOTED BY: THOMAS SIMMONS		
			********** NOTE: DUE TO CURRENT PVC ENVIRONMENT, ALL PVC PIPE WILL BE PRICED AT TIME OF SHIPMENT **********		
			********** DRAINAGE IMPROVEMENTS **********		

ALL STOCK DELIVERIES ARE SUBJECT TO SHIPPING CHARGES

All PVC and HDPE material is quoted for shipment within 7 days of quote/bid date. All other material is quoted for shipment within 30 days of quote/bid date.
After 7 days for PVC and HDPE or 30 days for all other material, ALL quoted prices are subject to review based on current market conditions.

CUSTOMER NO	JOB NAME	QUOTE NO	QUOTE DATE	PAGE
225854	WILCO CHILDRENS ADVOCACY CENTER	6177050	3/11/22	2

LINE	QTY	UOM	DESCRIPTION	UNIT PRICE	TOTAL PRICE
			********** WATER IMPROVEMENTS **********		
			12"X10" TAPPING SLEEVE & VALVE		
810	1	EA	12X10 MJ TAP SLV F/DI TYLER	2,585.1000	2,585.10
820	1	EA	10" MJ TV O/L 25000 L/ACC	1,979.1514	1,979.15
830	1	EA	562S SCREW VB COMP IMPORT	124.6700	124.67
840	1	EA	2' VALVE STEM EXT	59.2500	59.25
850	1	EA	10" TAP VALVE FLANGE ACC KIT	19.3604	19.36
860	1	EA	10" ONE-LOK MJ REST DIP EPOXY SLDE-X10	84.2310	84.23
870	1	EA	10" MJ REGULAR ACC LESS GLAND	33.9000	33.90
			Package Sub-total:		**4,885.66**

ALL STOCK DELIVERIES ARE SUBJECT TO SHIPPING CHARGES

All PVC and HDPE material is quoted for shipment within 7 days of quote/bid date. All other material is quoted for shipment within 30 days of quote/bid date. After 7 days for PVC and HDPE or 30 days for all other material, ALL quoted prices are subject to review based on current market conditions.

CUSTOMER NO	JOB NAME	QUOTE NO	QUOTE DATE	PAGE
225854	WILCO CHILDRENS ADVOCACY CENTER	6177050	3/11/22	3

LINE	QTY	UOM	DESCRIPTION	UNIT PRICE	TOTAL PRICE
			10" RPDA		
			NOTE: RPDA IS TYPICALLY AN ABOVE GROUND INSTALLATION. PLANS CALL OUT HOT BOX, BUT DETAILS SHOW A VAULT. QUOTING RPDA IN UNDERGROUND VAULT PER DETAIL.		
960	1	EA	10" RPDA BFP W/OSY 909RPDAOSY	27,351.0600	27,351.06
970	2	EA	10" FLGXPE DIP 6'00"	1,222.0800	2,444.16
980	1	EA	10" MJ LONG SLEEVE C153	222.4300	222.43
990	1	EA	10"X8" MJ REDUCER C153	152.2200	152.22
1000	3	EA	10" ONE-LOK MJ REST DIP EPOXY SLDE-X10	84.2310	252.69
1010	3	EA	10" MJ REGULAR ACC LESS GLAND	33.9000	101.70
1020	1	EA	8" ONE-LOK MJ REST DIP EPOXY SLDE-X8	56.8302	56.83
1030	1	EA	8" MJ REGULAR ACC LESS GLAND	25.4250	25.43
1040	2	EA	10" FLG ACC KIT FF 1/8" RR	85.2400	170.48
1050	1	EA	96X144X5.83 MV W/48X72 H20 ALUMINUM DOOR	9,681.0000	9,681.00
			Package Sub-total:		**40,458.00**
			8" DI WATERLINE		
1080	180	FT	8" TJ DIP PR350	28.2100	5,077.80
1090	9	EA	8" MEGALUG PUSH ON BELL REST F/DI W/FLUORO-COATED HARDWARE 170800Y	168.9408	1,520.47
1100	1	RL	29"X200' BLACK POLYWRAP 8MIL	126.0000	126.00
1110	2	EA	8" MJ 45 C153	150.4500	300.90
1120	4	EA	8" ONE-LOK MJ REST DIP EPOXY SLDE-X8	56.8302	227.32
1130	4	EA	8" MJ REGULAR ACC LESS GLAND	25.4250	101.70
			Package Sub-total:		**7,354.19**
			8" IN BUILDING FIRE LINE RISER		
1160	1	EA	8" SS IN-BUILD RISER GRVXCIPS	1,389.1500	1,389.15
1170	1	EA	8" MEGALUG PUSH ON BELL REST F/DI W/FLUORO-COATED HARDWARE 170800Y	168.9408	168.94
			Package Sub-total:		**1,558.09**
			FIRE HYDRANT ON EXISTING 12" W		
1200	1	EA	12X6 MJ TAP SLV F/DI TYLER	2,096.7900	2,096.79
1210	1	EA	6" MJ GV O/L 22000 L/ACC	621.2032	621.20
1220	1	EA	562S SCREW VB COMP IMPORT	124.6700	124.67
1230	100	FT	6" TJ DIP PR350	23.5000	2,350.00
1240	1	RL	18"X200' POLYWRAP BLACK 8MIL	85.0000	85.00
1250	1	EA	6" MJ 90 C153	127.4400	127.44
1260	1	EA	5-1/4VO HYD 5'0" 6MJ NST RED 5CD250 O/L L/ACC 73612D	2,236.9364	2,236.94
1270	4	EA	6" ONE-LOK MJ REST DIP SLDE6	36.3629	145.45
1280	5	EA	6" MJ REGULAR ACC LESS GLAND	22.6000	113.00
1290	1	EA	TRACER WIRE TEST STATION BLUE	52.9800	52.98
1300	1	EA	3M DBY DIRECT BURY WIRE SPLICE	1.5100	1.51
			Package Sub-total:		**7,954.98**

ALL STOCK DELIVERIES ARE SUBJECT TO SHIPPING CHARGES

All PVC and HDPE material is quoted for shipment within 7 days of quote/bid date. All other material is quoted for shipment within 30 days of quote/bid date. After 7 days for PVC and HDPE or 30 days for all other material, ALL quoted prices are subject to review based on current market conditions.

CUSTOMER NO	JOB NAME	QUOTE NO	QUOTE DATE	PAGE
225854	WILCO CHILDRENS ADVOCACY CENTER	6177050	3/11/22	4

LINE	QTY	UOM	DESCRIPTION	UNIT PRICE	TOTAL PRICE
			6" RPDA		
			NOTE: RPDA IS TYPICALLY AN ABOVE GROUND INSTALLATION. PLANS CALL OUT HOT BOX, BUT DETAILS SHOW A VAULT. QUOTING RPDA IN UNDERGROUND VAULT PER DETAIL.		
1390	1	EA	6" RPDA BFP OSY 909RPDAOSYGPM	10,344.1700	10,344.17
1400	2	EA	6" FLGXPE DIP 6'00"	660.6300	1,321.26
1410	2	EA	6" MJ LONG SLEEVE C153	115.6400	231.28
1420	2	EA	6" ONE-LOK MJ REST PVC EPOXY SLCE-X6	47.3242	94.65
1430	2	EA	6" ONE-LOK MJ REST DIP EPOXY SLDE-X6	37.8133	75.63
1440	4	EA	6" MJ REGULAR ACC LESS GLAND	22.6000	90.40
1450	2	EA	6" FLG ACC KIT FF 1/8" RR	37.0500	74.10
1460	1	EA	96X144X5.83 MV W/48X72 H20 ALUMINUM DOOR	9,681.0000	9,681.00
			Package Sub-total:		**21,912.49**
			6" REMOTE FDC CONNECTION		
1490	140	FT	6" TJ DIP PR350	23.5000	3,290.00
1500	7	EA	6" MEGALUG PUSH ON BELL REST F/DI W/FLUORO-COATED HARDWARE 170600Y	143.5504	1,004.85
1510	1	RL	18"X200' POLYWRAP BLACK 8MIL	85.0000	85.00
1520	3	EA	6" MJ 45 C153	103.2500	309.75
1530	2	EA	6" FLGXPE DIP 4'00"	491.9100	983.82
1540	2	EA	6" MJ LONG SLEEVE C153	115.6400	231.28
1550	12	EA	6" ONE-LOK MJ REST DIP SLDE6	36.3629	436.35
1560	12	EA	6" MJ REGULAR ACC LESS GLAND	22.6000	271.20
1570	1	EA	6" FLANGED SWING CHECK VALVE F908W	1,887.6600	1,887.66
1580	1	EA	1/2" GALV STREET 90	4.5900	4.59
1590	1	EA	1/2" THD AUTO BALL DRIP VALVE	9.3300	9.33
1600	10	FT	3/4" ALL THREAD ROD ZINC	4.5200	45.20
1610	16	EA	3/4" HEX NUT ZINC	.7400	11.84
1620	16	EA	3/4" FLAT WASHER ZINC	.6000	9.60
1630	2	EA	48"X12" MANHOLE RISER	121.0000	242.00
1640	1	EA	48X24 ECCENTRIC CONE	242.0000	242.00
1650	1	EA	6" MJ 90 C153	127.4400	127.44
1660	1	EA	V-2432 32" BWT R&C M/WATER BOLTED WATERTIGHT EAJ	518.0000	518.00
1670	1	EA	6"X5" 30DEG STORZ W/CAP&PLATE	772.2100	772.21
1680	1	EA	6" FLGXPE DIP 9'00"	913.7100	913.71
1690	1	EA	6" FLG 90 C110	221.8400	221.84
1700	1	EA	6" COMP FLG C110	58.4100	58.41
1710	1	EA	6"XCLOSE GALV NIPPLE	152.0700	152.07
1720	2	EA	6" FLG ACC KIT FF 1/8" RR	37.0500	74.10
			Package Sub-total:		**11,902.25**
			2" PVC DOMESTIC WATERLINE QUOTING CUT IN TEE IN LIEU OF TAP		
1770	80	FT	2" SCH40 PVC PIPE BE	2.0200	161.60
1780	1	EA	2" SCH40 PVC CAP H	1.0470	1.05
1790	1	EA	2" SCH40 PVC TEE HXH	2.5200	2.52
1800	1	EA	2" SCH40 PVC CPLG HXH	1.2180	1.22
			Package Sub-total:		**166.39**

ALL STOCK DELIVERIES ARE SUBJECT TO SHIPPING CHARGES

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After 7 days for PVC and HDPE or 30 days for all other material, ALL quoted prices are subject to review based on current market conditions.

VAUGHN
CONSTRUCTION

1811 SE Inner Loop
Georgetown, TX
78626

T: (512) 663-7461

August 03, 2022

Sita Lakshminarayan
BLGY Architecture
8001 Centre Park Dr. Suite 150
Austin, TX 78754

Re: Children's Advocacy Center
Job No: 286001

Subj: Change Proposal No. 286001-0003

Dear Sir or Madam:

We respectfully submit our proposal for an increase to our contract in the amount of $445 (four hundred forty-five) dollars to provide light fixture revisions in accordance with ASI #003 and ASI #004 issued by BLGY on 2/16/2022 and 2/24/2022 for the above referenced project.

Our price is valid for Fourteen (14) days

Please indicate your acceptance of this change proposal by signing and returning one copy of the attached Form B breakdown of our cost.

Very truly yours,
VAUGHN CONSTRUCTION

Doug Boram

Attachments:

CC:

FORM B

PROJECT: Children's Advocacy Center

CHANGE PROPOSAL NO: 286001-0003

QUOTATION :

Item	Labor	Materials	Subs	Total
Doyle Electric	$0.00	$0.00	$417.00	$417.00
SDI (1.25%)	$0.00	$5.00	$0.00	$5.00
Fee (5.5%)	$0.00	$23.00	$0.00	$23.00
Totals	$0.00	$28.00	$417.00	$445.00

Insurance, Tax, Benefits on Labor	$0.00
Overhead	$0.00
Fee on Subs	$0.00
Fee on JTV	$0.00
Bond	$0.00
Remodel Tax	$0.00
TOTAL	**$445.00**

TIME EXTENSION TO CONTRACT: 0 Days

Submitted Date: 7/29/2022

Accepted

By:_____

Date:_____

VAUGHN CONSTRUCTION

By:_____
Doug Boram

Proposal Valid for 14 Days

Doyle Electric, LLC
917 Sixth St
Marble Falls, Texas 78654
Phone: 512-743-5534

Request for Change Order

6/3/2022

TO:
Vaughn Construction
Doug Boram
Houston, Texas 77042

JOB:
Project: Wilco Children's Advocacy Center
1811 S.E. Inner Loop
Georgetown, TX 78626

Change Order Number: 593 - 02

CHANGE ORDER INFORMATION: ASI #3 & #4

WORK DESCRIPTION: Revised fixture schedule per ASI 3 & 4. Interior emergency fixtures were removed and replaced with emergency egress lighting (Type Y1). Pricing includes fixture package price change, labor and material for added Type Y1 fixtures (Qty 51). See attached breakout.

The total amount of this Change Order is: **$417.00**

Total Number of Working Days: **2**

Exclusions:

- **Overtime**
- **Tax**
- **Sheetrock Cutting, or Repair**
- **Paint**
- **Grid Repair**
- **Schedule Delays**
- **Ceiling Tile replacement**

Sincerely,

Jared Franke

Jared Franke
Doyle Electric, LLC
512-755-9106

Item#	Description	Qty	Price	Price Unit	Ext Price	Labor	Labor Unit	Ext Labor
	Bid Fixture Price (12/23/2021)	1.00	-179843.00		-179843.00			
	Revised Fixture Price Per ASI 3&4 (6/26/2022)	1.00	175698.00		175698.00			
	Labor for Added Type Y1 Fixtures (Qty 51)	51.00				75.00	1.5	75.00
	Lighting Rough In Material for Type Y1 Fixtures	51.00	23.68		1207.68			
					-2937.32			**75.00**

Change Order Summary	
Material Total	-$2,937.32
Material Subtotal	**-$2,937.32**
Electrician Hours	75.00
Electrican per Hour with Burden	$38.77
Overtime Electrician Hours	0.00
OT Electrican per Hour with Burden	$57.38
Superintedent Hours	6.00
Superintedent per Hour with Burden	$63.88
OT Superintedent Hours	0.00
OT Superintedent per Hour with Burden	$94.54
Labor Subtotal	***$3,291.03***
Consumables (6% of material)	*-$176.24*
Project Management (5% of labor)	*$164.55*
Safety ($0.50 per labor hour)	*$37.50*
Equipment	*$0.00*
Subcontractors	*$0.00*
Direct Costs Subtotals	***$25.81***
Total Costs Subtotal	$379.52
Overhead/Profit(10%)	$37.95
CHANGE ORDER TOTAL	**$417**

VAUGHN
CONSTRUCTION

1811 SE Inner Loop
Georgetown, TX
78626

T: (512) 663-7461

August 03, 2022

Sita Lakshminarayan
BLGY Architecture
8001 Centre Park Dr. Suite 150
Austin, TX 78754

Re: Children's Advocacy Center

Job No: 286001

Subj: Change Proposal No. 286001-0004

Dear Sir or Madam:

We respectfully submit our proposal for an increase to our contract in the amount of $5,297 (five thousand two hundred ninety-seven) dollars to provide technology revisions in accordance with ASI #007 issued by BLGY dated 3/15/2022 for the above referenced project.

Our price is valid for Fourteen (14) days

Please indicate your acceptance of this change proposal by signing and returning one copy of the attached Form B breakdown of our cost.

Very truly yours,
VAUGHN CONSTRUCTION

Doug Boram

Attachments:

CC:

FORM B

PROJECT: Children's Advocacy Center

CHANGE PROPOSAL NO: 286001-0004

QUOTATION :

Item	Labor	Materials	Subs	Total
Doyle Electric	$0.00	$0.00	$4,959.00	$4,959.00
SDI (1.25%)	$0.00	$62.00	$0.00	$62.00
Fee (5.5%)	$0.00	$276.00	$0.00	$276.00
Totals	$0.00	$338.00	$4,959.00	$5,297.00

Insurance, Tax, Benefits on Labor	$0.00
Overhead	$0.00
Fee on Subs	$0.00
Fee on JTV	$0.00
Bond	$0.00
Remodel Tax	$0.00
TOTAL	**$5,297.00**

TIME EXTENSION TO CONTRACT: 0 Days

Submitted Date: 7/29/2022

Accepted

By: _____

Date: _____

VAUGHN CONSTRUCTION

By: _____
Doug Boram

Proposal Valid for 14 Days

Doyle Electric, LLC
917 Sixth St
Marble Falls, Texas 78654
Phone: 512-743-5534

Request for Change Order

6/1/2022

TO:
Vaughn Construction
Doug Boram
Houston, Texas 77042

JOB:
Project: Wilco Children's Advocacy Center
1811 S.E. Inner Loop
Georgetown, TX 78626

Change Order Number: 593 - 01

CHANGE ORDER INFORMATION: ASI #7

WORK DESCRIPTION: Includes raceways and backboxes for 11 added access-controlled doors.

The total amount of this Change Order is: **$4,959.00**

Total Number of Working Days: **2**

Exclusions:

- **Overtime**
- **Tax**
- **Sheetrock Cutting, or Repair**
- **Paint**
- **Grid Repair**
- **Schedule Delays**
- **Ceiling Tile replacement**

Sincerely,

Jared Franke

Jared Franke
Doyle Electric, LLC
512-755-9106

Item#	Description	Qty	Price	Price Unit	Ext Price	Labor	Labor Unit	Ext Labor
1000	1/2" EMT	330.00	121.00		399.30	5.00		16.50
1121	1/2" Steel Flex	330.00	57.36		189.29	2.50		8.25
1444	1/2" Set Screw Steel Conn	44.00	26.78		11.78	0.05		2.20
1544	1/2" Set Screw Steel Cplg	33.00	36.38		12.01	0.05		1.65
2338	1/2" 1-Hole Strap	72.60	8.33		6.05	2.29		1.66
2470	4" Square x 1-1/2" Deep Box w/bkt (1/2&3/4 I	22.00	215.67		47.45	0.20		4.40
2472	4" Square x 2-1/8" Deep Box w/brkt (1/2&3/4	22.00	276.19		60.76	0.20		4.40
2660	#12 THHN CU Stranded Wire	2139.50	244.99		524.16	5.50		11.77
4892	4" Square-3/0 Plaster Ring-5/8"D	22.00	70.20		15.44	0.07		1.54
6133	Red Wirenuts (10-18 guage)	66.00	67.06		4.43	1.75		1.16
					1270.67			**53.53**

Change Order Summary	
Material Total	$1,270.67
Material Subtotal	**$1,270.67**
Electrician Hours	53.53
Electrican per Hour with Burden	$38.77
Overtime Electrician Hours	0.00
OT Electrican per Hour with Burden	$57.38
Superintedent Hours	10.00
Superintedent per Hour with Burden	$63.88
OT Superintedent Hours	0.00
OT Superintedent per Hour with Burden	$94.54
Labor Subtotal	***$2,714.16***
Consumables (6% of material)	*$76.24*
Project Management (5% of labor)	*$135.71*
Safety ($0.50 per labor hour)	*$26.77*
Equipment	*$285.00*
Subcontractors	*$0.00*
Direct Costs Subtotals	***$523.71***
Total Costs Subtotal	$4,508.54
Overhead/Profit (10%)	$450.85
CHANGE ORDER TOTAL	**$4,959**

VAUGHN
CONSTRUCTION
1811 SE Inner Loop
Georgetown, TX
78626

T: (512) 663-7461

August 03, 2022

Sita Lakshminarayan
BLGY Architecture
8001 Centre Park Dr. Suite 150
Austin, TX 78754

Re: Children's Advocacy Center
Job No: 286001

Subj: Change Proposal No. 286001-0006

Dear Sir or Madam:

We respectfully submit our proposal for an increase to our contract in the amount of $1,931 (one thousand nine hundred thirty-one) dollars to provide carpet revisions in accordance with ASI-008 issued by BLGY dated 3/18/2022 for the above referenced project.

Our price is valid for Fourteen (14) days

Please indicate your acceptance of this change proposal by signing and returning one copy of the attached Form B breakdown of our cost.

Very truly yours,
VAUGHN CONSTRUCTION

Doug Boram

Attachments:

CC:

FORM B

PROJECT: Children's Advocacy Center

CHANGE PROPOSAL NO: 286001-0006

QUOTATION :

Item	Labor	Materials	Subs	Total
Flooring Solutions	$0.00	$0.00	$1,830.00	$1,830.00
Fee (5.5%)	$0.00	$101.00	$0.00	$101.00
Totals	$0.00	$101.00	$1,830.00	$1,931.00

Insurance, Tax, Benefits on Labor	$0.00
Overhead	$0.00
Fee on Subs	$0.00
Fee on JTV	$0.00
Bond	$0.00
Remodel Tax	$0.00
TOTAL	**$1,931.00**

TIME EXTENSION TO CONTRACT: 0 Days

Submitted Date: 7/29/2022

Accepted

By: _____

Date: _____

VAUGHN CONSTRUCTION

By: _____
Doug Boram

Proposal Valid for 14 Days

Date: 3/23/2022

To: ROSS TISADALE

Customer PO:

SUB# 286001-0010

Flooring SOLUTIONS INC
605 W HOWARD LANE SUITE 200
Austin , TX 78753
Phone : (512) 335-8089 / Fax: (512) 258-2581

Change Order Request

Job No: 15682
Request #: 2
CO #: 0

Invoice To:

Vaughn Construction Company
1000 Central Parkway N., #235
San Antonio, Tx 78232

Project:

WILCO CHILD ADVOCACY CENTER
6342
1811 SE INNER LOOP
, TX

ROSS TISADALE
Phone: (713) 984-4426
Fax: (512) 681-9752

From:	*Project Manager:*	*Estimator:*
Travis LaMont		

Description of Change Order Request:

TL - ASI 008 CHANGE CPT IN INTERVIEW ROOMS

TL - ASI 008 CHANGE CPT IN INTERVIEW ROOMS

ADD

	Manufacturer / *Style*	*Color Name:* / *Color Number:*	*Ft Wide:* / *Ft Long:*	*Quantity:*	*UOM:*
1	**C-3 CARPET SUPPLIED AND INSTALLED MATERIAL ONLY**				
	PATCRAFT COMMERCIAL CARPETS	RUST	0.00	15.00	SY
	UNDERLIE 18" X 36"	00680	0.00		
2	**C-5 CARPET SUPPLIED AND INSTALLED**				
	PATCRAFT COMMERCIAL CARPETS	LICHEN	0.00	15.00	SY
	UNDERLIE 18" X 36"	00390	0.00		
3	**C-6 CARPET SUPPLIED AND INSTALLED MATERIAL ONLY**				
	PATCRAFT COMMERCIAL CARPETS	HARBOR	0.00	15.00	SY
	UNDERLIE 18" X 36"	00460	0.00		

Total ADD **$1,830.00**

Tax Exempt :

Total This Option : **$1,830.00**

SALESMAN'S SIGNATURE _____

Approximate Installation Start Date:

CUSTOMER'S AUTHORIZATION _____

VAUGHN
CONSTRUCTION
1811 SE Inner Loop
Georgetown, TX
78626

T: (512) 663-7461

August 03, 2022

Sita Lakshminarayan
BLGY Architecture
8001 Centre Park Dr. Suite 150
Austin, TX 78754

Re: Children's Advocacy Center
Job No: 286001

Subj: Change Proposal No. 286001-0007

Dear Sir or Madam:

We respectfully submit our proposal for an increase to our contract in the amount of $16,241 (sixteen thousand two hundred forty-one) dollars to provide added pier depth as shown on the attached Pier Log for the above referenced project.

Our price is valid for Fourteen (14) days

Please indicate your acceptance of this change proposal by signing and returning one copy of the attached Form B breakdown of our cost.

Very truly yours,
VAUGHN CONSTRUCTION

Doug Boram

Attachments:

CC:

FORM B

PROJECT: Children's Advocacy Center

CHANGE PROPOSAL NO: 286001-0007

QUOTATION :

Item	Labor	Materials	Subs	Total
4Gen Concrete	$0.00	$0.00	$15,394.00	$15,394.00
Fee (5.5%)	$0.00	$847.00	$0.00	$847.00
Totals	$0.00	$847.00	$15,394.00	$16,241.00

Insurance, Tax, Benefits on Labor	$0.00
Overhead	$0.00
Fee on Subs	$0.00
Fee on JTV	$0.00
Bond	$0.00
Remodel Tax	$0.00
TOTAL	**$16,241.00**

TIME EXTENSION TO CONTRACT: 0 Days

Submitted Date: 7/29/2022

Accepted

By:_____

Date:_____

VAUGHN CONSTRUCTION

By:_____
Doug Boram

Proposal Valid for 14 Days

4Gen Concrete, Inc

8947 FM 2244 Rd. Suite 101
Austin, TX 78746
Phone: 512-263-9480
Fax: 512-263-9487

To:
Doug Boram
Vaughn Construction

Date:
May 25, 2022

Project:
Williamson County Children's Advocacy Center

From:
Nathan Boltz

Change Order #3

Scope:
Added pier depth.

18" pier added depth	274.00	vf	$34.00	$9,316.00
24" pier added depth	55.00	vf	$39.00	$2,145.00
18" pier casing	74.50	vf	$34.00	$2,533.00
	Subtotal			$13,994.00
	10% O&P			$1,399.40

Note:

Total Bid **$15,393.40**

Please sign and return this form to authorize said work to proceed.

Contractor has 7 days to respond to 4Gen Concrete, Inc. After which, the above quoted price will no longer be valid.

Printed Name _____
Title _____

Signature _____
Date _____

Thank you,

Nathan Boltz

Dispatch Phone #:	
Drilled Pier Mix Design:	3000psi
Mix Design Name:	C1042250
Slump:	4"-6"

WILCO CAC PIER LOG

VCC Pier #	Estimated												Actual											
	Area	Horizontal	Location	Type	Diameter	Bell Diameter	Reinforcing Steel		DEPTH	Estimated Pier Elev.		Est. Depth FT	Est. Concrete CY	TOSC EL	Shop Drawing Page Reference	Actual Depth FT	Actual Concrete CY	Date	Drilling Time		Cased	Water Seepage	Insp. Conduct	Concrete Time	
Column1	Column2	LETTER	NUMBER	Column3	Diameter	Diameter2	VERT.	SPIRAL	DEPTH	Bottom	Top	Column4	Column5	Column6	Column7	PSI	Column9	Column10	Start	Finish	Column11	Yes	Yes/No2	Start	Finish14
		J.5	1	P1a	18	3'-0"	6#6	#3@6	28.00	-28.00	-4'-2"		0.00		R1.02	28-7"		04/27/22	7:21 AM	7:36 AM				2:19 PM	2:21 PM
		J.5	4.2	P1a	18	3'-0"	6#6	#3@6	28.00	-28.00	-4'-2"		0.00		R1.02	28-6"		04/19/22	8:02 AM	8:19 AM				3:36 PM	3:42 PM
		J.5	6.2	P1a	18	3'-0"	6#6	#3@6	27.00	-27.00	-4'-2"		0.00		R1.02	27-6"		04/19/22	8:35 AM	8:46 AM				4:43 PM	4:48 PM
		J.5	10	P1a	18	3'-0"	6#6	#3@6	26.00	-26.00	-4'-2"		0.00		R1.02	27-0"		04/19/22	8:50 AM	9:00 AM				4:50 PM	4:56 PM
		J	2	P2a	18	4'-0"	6#6	#3@6	28.00	-28.00	-3'-0"		0.00		R1.03	28-2"		04/18/22	9:42 AM	9:58 AM				3:23 PM	3:30 PM
		J	3.5	P2a	18	4'-0"	6#6	#3@6	28.00	-28.00	-3'-0"		0.00		R1.03	28-6"		04/18/22	10:00 AM	10:15 AM					
		J	5	P2a	18	4'-0"	6#6	#3@6	27.00	-27.00	-3'-0"		0.00		R1.03	27-0"		04/18/22	9:10 AM	9:40 AM				3:12 PM	3:16 PM
		J	8.2	P3	18	4'-6"	6#6	#3@6	26.00	-26.00	-1'-4"		0.00		R1.04	26-5"		04/18/22	11:20 AM	11:36 AM				8:00 PM	3:10 PM
		H.4	1	P1a	18	3'-0"	6#6	#3@6	28.00	-28.00	-4'-2"		0.00		R1.02	28-4"		04/27/22	7:39 AM	7:55 AM				2:22 PM	2:25 PM
		H.4	5	P2a	18	4'-0"	6#6	#3@6	27.00	-27.00	-3'-0"		0.00		R1.03	27-0"		04/18/22	10:21 AM	10:35 AM				3:46 PM	3:54 PM
		H.4	6	P2a	18	4'-0"	6#6	#3@6	26.00	-26.00	-3'-0"		0.00		R1.03	26-4"		04/18/22	11:00 AM	11:13 AM				2:50 PM	2:58 PM
		H	2	P4a	24	5'-0"	6#8	#3@6	28.00	-28.00	-3'-0"		0.00		R1.05	28-4"		04/19/22	12:30 PM	12:49 PM				3:58 PM	4:07 PM
		H	9	P3b	18	4'-6"	6#6	#3@6	26.00	-26.00	-3'-0"		0.00		R1.04	26-4"		04/18/22	2:00 PM	2:14 PM				3:40 PM	3:45 PM
		G.7	1	P1a	18	3'-0"	6#6	#3@6	28.00	-94.25	-4'-2"		0.00		R1.02	28-3"		04/27/22	7:58 AM	8:10 AM				2:26 PM	2:29 PM
		G.7	5	P2	18	4'-0"	6#6	#3@6	26.00	-26.00	-3'-0"		0.00		R1.03	26-3"		04/20/22	7:05 AM	7:22 AM				3:12 PM	3:21 PM
		G.7	6	P2b	18	4'-0"	6#6	#3@6	26.00	-26.00	-3'-0"		0.00		R1.03	26-4"		04/18/22	2:17 PM	2:37 PM				5:11 PM	5:18 PM
		G.7	10	P1b	18	3'-0"	6#6	#3@6	25.00	-25.00	-3'-2"		0.00		R1.02	25-3"		04/19/22	9:05 AM	9:15 AM				4:59 PM	5:07 PM
		G.6	2	P4a	24	5'-0"	6#8	#3@6	28.00	-28.00	-3'-0"		0.00		R1.05	28-6"		04/20/22	1:42 PM	1:54 PM				4:05 PM	4:10 PM
		G.4	2	P4a	24	5'-0"	6#8	#3@6	27.00	-27.00	-3'-0"		0.00		R1.05	28-8"		04/19/22	12:52 PM	1:02 PM				4:10 PM	4:15 PM
		G.4	9	P3b	18	4'-6"	6#6	#3@6	25.00	-25.00	-3'-0"		0.00		R1.04	26-0"		04/19/22	9:17 AM	9:27 AM				5:20 PM	5:25 PM
		G	1	P2f	18	4'-0"	6#6	#3@6	27.00	-27.00	-7'-0"		0.00		R1.04	28-6"		04/27/22	8:13 AM	8:26 AM				2:30 PM	2:32 PM
		G	2	P3b	18	4'-6"	6#6	#3@6	27.00	-80'-8"	-3'-0"		0.00		R1.04	27-0"		04/20/22	10:17 AM	10:32 AM				3:00 PM	3:08 PM
		G	4.2	P2c	18	4'-0"	6#6	#3@6	26.00	-26.00	-1'-0"		0.00		R1.03	26-6"		04/20/22	7:25 AM	7:52 AM				3:28 PM	3:35 PM
		G	5.5	P2c	18	4'-0"	6#6	#3@6	26.00	-26.00	-1'-0"		0.00		R1.03	26-4"		04/20/22	7:53 AM	8:09 AM				4:13 PM	4:19 PM
		G	7	P5c	24	6'-0"	6#8	#3@6	25.00	-25.00	-3'-0"		0.00		R1.06	25-4"		04/20/22	1:16PM	1:12 PM				4:21 PM	4:26 PM
		G	9	P5b	24	6'-0"	6#8	#3@6	25.00	-25.00	-3'-0"		0.00		R1.06	25-3"		04/19/22	1:05 PM	1:13 PM				5:28 PM	5:34 PM
		G	10	P2e	18	4'-0"	6#6	#3@6	25.00	-25.00	-3'-0"		0.00		R1.03	25-0"		08/02/22	8:12 AM	8:29 AM				4:40 PM	4:45 PM

VCC Pier #	Estimated												Actual											
	Area	Horizontal	Location	Type	Diameter	Bell Diameter	Reinforcing Steel		DEPTH	Estimated Pier Elev.		Est. Depth FT	Est. Concrete CY	TOSC EL	Shop Drawing Page Reference	Actual Depth FT	Actual Concrete CY	Date	Drilling Time		Cased	Water Seepage	Insp. Conduct	Concrete Time	
Column1	Column2	LETTER	NUMBER	Column3	Diameter	Diameter2	VERT.	SPIRAL	DEPTH	Bottom	Top	Column4	Column5	Column6	Column7	PSI	Column9	Column10	Start	Finish	Column11	Yes	Yes/No2	Start	Finish14
		F.5	10	P4	24	5'-0"	6#8	#3@6	25.00	-25.00	-3'-0"		0.00		R1.05	26-2"		04/26/22	9:32 AM	9:42 AM				2:22 PM	2:26 PM
		F	1	P3c	18	4'-6"	6#6	#3@6	27.00	-27.00	-7'-0"		0.00		R1.04	27-2"		04/20/22	8:36 AM	8:50 AM				4:29 PM	4:35 PM
		F	4.2	P2	18	4'-0"	6#6	#3@6	26.00	-26.00	-1'-4"		0.00		R1.03	27-0"		04/20/22	8:52 AM	9:00 PM				3:38 PM	3:42 PM
		F	6.2	P2	18	4'-0"	6#6	#3@6	25.00	-25.00	-1'-4"		0.00		R1.03	25-10"		04/20/22	10:002 AM	10:14 AM				4:48 PM	4:55 PM
		F	10	P3a	18	4'-6"	6#6	#3@6	25.00	-25.00	-3'-0"		0.00		R1.04	25-8"		04/26/22	9:10 AM	9:23 AM				2:26 PM	2:28 PM
		E	1	P3c	18	4'-6"	6#6	#3@6	27.00	-27.00	-7'-0"		0.00		R1.04	27-3"		04/22/22	7:40 AM	7:57 AM					
		E	3	P3c	18	4'-6"	6#6	#3@6	27.00	-27.00	-7'-0"		0.00		R1.04	27-6"		04/22/22	8:00 AM	8:15 AM					
		E	4.2	P2c	18	4'-0"	6#6	#3@6	26.00	-26.00	-1'-0"		0.00		R1.03	26-0"		04/22/22	8:17 AM	8:32 AM					
		E	5.5	P1	18	3'-0"	6#6	#3@6	26.00	-26.00	-1'-4"		0.00		R1.02	26-3"		04/22/22	8:35 AM	8:51 AM					
		E	8	P3a	18	4'-6"	6#6	#3@6	25.00	-25.00	-3'-0"		0.00		R1.04	25-4"		04/26/22	8:58 AM	9:08 AM				2:32 PM	2:34 PM
		E	10	P2e	18	4'-0"	6#6	#3@6	25.00	-25.00	-3'-0"		0.00		R1.03	25-4"		04/28/22	7:30 AM	7:42 AM	YES			12:02 PM	12:05 PM
		D.9	0	P1c	18	3'-0"	6#6	#3@6	27.00	-27.00	-7'-0"		0.00		R1.02	28-0"		04/27/22	8:30 AM	8:40 AM				2:48 PM	2:50 PM
		D.8	2.5	P1d	18	3'-0"	6#6	#3@6	27.00	-27.00	-7'-0"		0.00		R1.02	27-4"		04/27/22	8:43 AM	8:55 AM				2:33 PM	2:47 PM
		D.8	5	P5a	24	6'-0"	6#8	#3@6	26.00	-26.00	-1'-0"		0.00		R1.05	26-9"		04/21/22	8:00 AM	8:10 AM				2:58 PM	3:04 PM
		D.7	3	P2f	18	4'-0"	6#6	#3@6	27.00	-27.00	-7'-0"		0.00		R1.04	27-2"		04/22/22	9:11 AM	9:24 AM					
		D.7	8	P3a	18	4'-6"	6#6	#3@6	25.00	-25.00	-3'-0"		0.00		R1.04	25-7"		04/26/22	8:46 AM	8:56 AM				2:34 PM	3:03 PM
		D.5	5	P5a	24	6'-0"	6#8	#3@6	26.00	-26.00	-1'-0"		0.00		R1.05	26-4"		04/21/22	8:13 AM	8:28 AM				2:52 PM	2:57 PM
		D.4	2.5	P1d	18	3'-0"	6#6	#3@6	27.00	-27.00	-7'-0"		0.00		R1.02	27-6"		04/27/22	8:58 AM	9:12 AM				2:51 PM	2:53 PM
		D.4	3	P2f	18	4'-0"	6#6	#3@6	27.00	-27.00	-7'-0"		0.00		R1.04	27-4"		04/22/22	9:28 AM	9:43 AM					
		D.4	8	P2e	18	4'-0"	6#6	#3@6	25.00	-25.00	-3'-0"		0.00		R1.03	25-5"		04/26/22	8:36 AM	8:44 AM				3:04 PM	3:06 PM
		D	1	P1e	18	3'-0"	6#6	#3@6	27.00	-27.00	-6'-0"		0.00		R1.02	27-10"		04/27/22	9:23 AM	9:30 AM				2:42 PM	2:44 PM
		D	3	P3c	18	4'-6"	6#6	#3@6	27.00	-27.00	-7'-0"		0.00		R1.04	27-6"		04/22/22	9:49 AM	10:00 AM					
		D	4.2	P2c	18	4'-0"	6#6	#3@6	26.00	-26.00	-1'-0"		0.00		R1.03	26-0"		04/22/22	2:02 PM	2:16 PM					
		D	5.5	P1	18	3'-0"	6#6	#3@6	25.00	-25.00	-1'-4"		0.00		R1.02	25-5"		04/27/22	10:00 AM	10:11 AM				2:58 PM	3:02 PM
		D	8	P2e	18	4'-0"	6#6	#3@6	25.00	-25.00	-3'-0"		0.00		R1.03	25-6"		04/26/22	8:08 AM	8:18 AM				3:06 PM	3:09 PM
		C.5	2.5	P1d	18	3'-0"	6#6	#3@6	27.00	-27.00	-7'-0"		0.00		R1.02	27-7"		04/27/22	9:42 AM	9:55 AM				2:54 PM	2:56 PM
		C.4	8	P2e	18	4'-0"	6#6	#3@6	25.00	-25.00	-3'-0"		0.00		R1.03	25-3"		04/26/22	8:20 AM	8:31 AM				3:10 PM	3:13 PM
		C.4	10	P2e	18	4'-0"	6#6	#3@6	24.00	-24.00	-3'-0"		0.00		R1.03	25-0"		04/26/22	7:55 AM	8:06 AM				4:30 PM	4:33 PM
		C.4	11.3	P2d	18	4'-0"	6#6	#3@6	24.00	-24.00	-2'-0"		0.00		R1.03	25-4"		04/28/22	9:50 AM	10:11 AM	YES			11:52 AM	12:00 PM
		C	1	P5	24	6'-0"	6#8	#3@6	27.00	-27.00	-7'-0"		0.00		R1.05	27-2"		04/21/22	7:24 AM	7:39 AM				3:35 PM	3:40 PM
		C	3	P5	24	6'-0"	6#8	#3@6	27.00	-27.00	-7'-0"		0.00		R1.05	27-2"		04/21/22	7:05 AM	7:17 AM				3:26 PM	3:30 PM

VCC Pier #	Estimated												Actual											
	Area	Horizontal	Location	Type	Diameter	Bell Diameter	Reinforcing Steel		DEPTH	Estimated Pier Elev.		Est. Depth FT	Est. Concrete CY	TOSC EL	Shop Drawing Page Reference	Actual Depth FT	Actual Concrete CY	Date	Drilling Time		Cased	Water Seepage	Insp. Conduct	Concrete Time	
Column1	Column2	LETTER	NUMBER	Column3	Diameter	Diameter2	VERT.	SPIRAL	DEPTH	Bottom	Top	Column4	Column5	Column6	Column7	PSI	Column9	Column10	Start	Finish	Column11	Yes	Yes/No2	Start	Finish14
		B.4	8	P2e	18	4'-0"	6#6	#3@6	25.00	-25.00	-3'-0"		0.00		R1.03	25-3"		04/26/22	7:41 AM	7:53 AM				3:14 PM	3:16 PM
		B.4	10	P2e	18	4'-0"	6#6	#3@6	24.00	-24.00	-3'-0"		0.00		R1.03	24-2"		04/26/22	7:15 AM	7:25 AM				4:26 PM	4:29 PM
		B.4	11.3	P2d	18	4'-0"	6#6	#3@6	24.00	-24.00	-2'-0"		0.00		R1.03	24-2"		04/28/22	8:50 AM	9:29 AM	YES			11:44 AM	11:51 AM
		B	1	P2f	18	4'-0"	6#6	#3@6	27.00	-27.00	-7'-0"		0.00		R1.04	27-2"		04/22/22	2:20 PM	2:33 PM					
		B	4	P2	18	4'-0"	6#6	#3@6	26.00	-26.00	-1'-4"		0.00		R1.03	26-0"		04/22/22	2:36 PM	2:56 PM					
		B	7	P2	18	4'-0"	6#6	#3@6	25.00	-25.00	-1'-4"		0.00		R1.03	25-7"		04/25/22	9:03 AM	9:13 AM				11:49 AM	11:52 AM
		B	8	P2e	18	4'-0"	6#6	#3@6	25.00	-25.00	-3'-0"		0.00		R1.03	25-1"		04/26/22	7:28 AM	7:40 AM				3:18 PM	4:23 PM
		A.5	1	P4b	24	5'-0"	6#8	#3@6	27.00	-27.00	-7'-0"		0.00		R1.05	27-4"		04/21/22	7:42 AM	7:55 AM				3:40 PM	4:33 PM
		A.6	8	P2e	18	4'-0"	6#6	#3@6	25.00	-25.00	-3'-0"		0.00		R1.03	26-3"		04/25/22	8:51 AM	9:00 AM				11:54 AM	11:56 AM
		A	1	P3c	18	4'-6"	6#6	#3@6	27.00	-27.00	-7'-0"		0.00		R1.04	27-3"		04/21/22	1:26 PM	1:41 PM				4:34 PM	4:36 PM
		A	3	P2f	18	4'-0"	6#6	#3@6	26.00	-26.00	-7'-0"		0.00		R1.04	26-6"		04/21/22	1:44 PM	1:59 AM				4:38 PM	4:40 PM
		A	4.5	P2f	18	4'-0"	6#6	#3@6	26.00	-26.00	-7'-0"		0.00		R1.04	26-0"		04/25/22	8:05 AM	8:20 AM				12:02 PM	12:04 PM
		A	6	P2f	18	4'-0"	6#6	#3@6	25.00	-25.00	-7'-0"		0.00		R1.04	25-3"		04/25/22	8:25 AM	8:35 AM				12:00 PM	12:02 PM
		A	8	P2f	18	4'-0"	6#6	#3@6	25.00	-25.00	-7'-0"		0.00		R1.04	25-6"		04/25/22	8:38 AM	8:48 AM				11:57 AM	12:00 PM
		LP	1							-15.00	-2.0		0.00			16'9"		05/06/22							
		LP	2							-15.00	-2.0		0.00			17'		05/06/22							
		LP	3							-15.00	-2.0		0.00			17'		05/06/22							
		LP	4							-15.00	-2.0		0.00			16'		05/06/22							
		LP	5							-15.00	-2.0		0.00			17'3"		05/06/22							
		LP	6							-15.00	-2.0		0.00			19'		05/06/22							

Commissioners Court - Regular Session **34.**

Meeting Date: 09/13/2022

Children's Advocacy Center Addition (P530) – Vaughn Change Order 2

Submitted For: Dale Butler **Submitted By:** Wendy Danzoy, Facilities Management

Department: Facilities Management

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on Vaughn Construction, Change Order No. 2 for the Children's Advocacy Center Addition project (P530) for $108,537. No time extension is required. Funding Source is P530.

Background

This change order is to increase contract by $108,537 for changes in observation room and addition of partition. There will be no time added to completion. Department point of contact is Sr. Project Manager, Angel Gomez.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Vaughn CO2

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	08/31/2022 04:31 PM
Facilities Management (Originator)	Wendy Danzoy	09/01/2022 11:26 AM
Hal Hawes	Hal Hawes	09/01/2022 12:54 PM
County Judge Exec Asst.	Becky Pruitt	09/01/2022 02:12 PM
Form Started By: Wendy Danzoy		Started On: 08/31/2022 12:41 PM
Final Approval Date: 09/01/2022		

AIA® Document G701™ – 2017

Change Order

PROJECT: *(Name and address)*
Williamson County
Children's Advocacy Center
1811 SE Inner Loop
Georgetown, TX 78626

CONTRACT INFORMATION:
Contract For: General Construction

Date: 11/23/2021

CHANGE ORDER INFORMATION:
Change Order Number: 002

Date: 08/03/2022

OWNER: *(Name and address)*
Williamson County, Texas
710 Main Street, Suite 101
Georgetown, TX 78626

ARCHITECT: *(Name and address)*
BLGY Architecture
8001 Centre Park Drive, Suite 150
Austin, TX 78754

CONTRACTOR: *(Name and address)*
J. T. Vaughn Construction
10355 Westpark Drive
Houston, Texas 77042

THE CONTRACT IS CHANGED AS FOLLOWS:
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)
Change Order No. 002 includes the below listed Vaughn Change Proposals 02 and 05. For Vaughn Project No. 2860-01.

- CP No. 02 - Provide operable partition in accordance with ASI-011 $ 39,537.00
- CP No. 05 - Provide observation room changes in accordance with ASI-012 $ 69,000.00

The original Contract Sum was	$	7,749,572.00
The net change by previously authorized Change Orders	$	102,174.00
The Contract Sum prior to this Change Order was	$	7,851,746.00
The Contract Sum will be increased by this Change Order in the amount of	$	108,537.00
The new Contract Sum including this Change Order will be	$	7,960,283.00

The Contract Time will be unchanged by zero (0) days.

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

ARCHITECT	CONTRACTOR	OWNER
BLGY Architecture	J. T. Vaughn Construction, LLC	Williamson County, Texas
(Firm name)	*(Firm name)*	*(Firm name)*
SIGNATURE	SIGNATURE	SIGNATURE
Sita Lakshminarayan	Mike Simpson	Dale Butler
PRINTED NAME AND TITLE	PRINTED NAME AND TITLE	PRINTED NAME AND TITLE
09/01/2022	8/3/22	1 Sep 2022
DATE	DATE	DATE

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User Notes:
(3B9ADA3B)

VAUGHN
CONSTRUCTION

1811 SE Inner Loop
Georgetown, TX
78626

T: (512) 663-7461

July 26, 2022

Sita Lakshminarayan
BLGY Architecture
8001 Centre Park Dr. Suite 150
Austin, TX 78754

Re: Children's Advocacy Center
Job No: 286001

Subj: Change Proposal No. 286001-0002

Dear Sir or Madam:

We respectfully submit our proposal for an increase to our contract in the amount of $39,537 (thirty-nine thousand five hundred thirty-seven) dollars to provide an operable partition in accordance with ASI-011 issued by BLGY dated 04/04/2022 for the above referenced project.

Our price is valid for Fourteen (14) days

Please indicate your acceptance of this change proposal by signing and returning one copy of the attached Form B breakdown of our cost.

Very truly yours,
VAUGHN CONSTRUCTION

Doug Boram

Attachments:

CC:

FORM B

PROJECT: Children's Advocacy Center

CHANGE PROPOSAL NO: 286001-0002
QUOTATION :

Item	Labor	Materials	Subs	Total
Standard Drywall	$0.00	$0.00	$6,536.00	$6,536.00
Operable Partition	$0.00	$27,801.00	$0.00	$27,801.00
Misc Metals (WRP)	$0.00	$3,057.00	$0.00	$3,057.00
SDI (1.25%)	$0.00	$82.00	$0.00	$82.00
Fee (5.5%)	$0.00	$2,061.00	$0.00	$2,061.00
Totals	$0.00	$33,001.00	$6,536.00	$39,537.00
	Insurance, Tax, Benefits on Labor			$0.00
	Overhead			$0.00
	Fee on Subs			$0.00
	Fee on JTV			$0.00
	Bond			$0.00
	Remodel Tax			$0.00
	TOTAL			**$39,537.00**

TIME EXTENSION TO CONTRACT: 0 Days

Submitted Date: 8/25/2022

Accepted

By:_____

Date:_____

VAUGHN CONSTRUCTION

By:_____
Doug Boram

Proposal Valid for 14 Days

REQUEST FOR CHANGE ORDER

Ref.# TX8013-002
External/RCO#
GC Ref#
Date Apr 22, 2022
Job # TX8013

To: VAUGHN CONSTRUCTION
10355 WESTPARK DRIVE
HOUSTON, TX 77042
Phone: (281) 808-7772 Fax: (713) 243-8350

Project: WILCO CHILDREN'S ADVOCACY CENTER
1811 S.E. Inner Loop
Georgetown, TX 78626

Contact: Doug Boram

Description: ASI 11 - Operable Partition

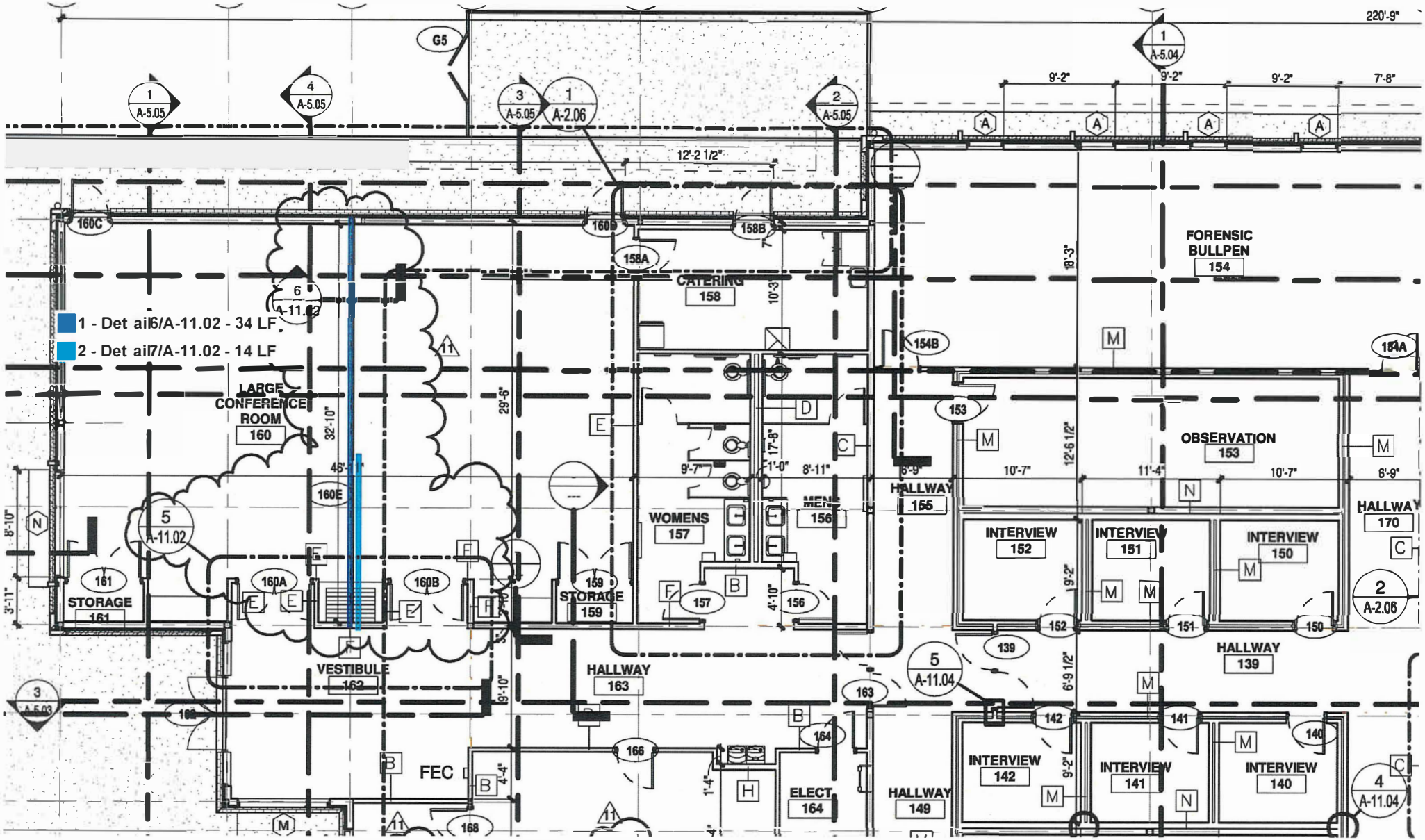
Labor	Phase	Cost Code	Quantity	UOM	Unit Total	Rate	Total
General Foreman	00	501	2.00	Hrs	2.00	42.00	$84.00
Cleanup All	00	507	1.50	Hrs	1.50	42.00	$63.00
Stocking	00	508	1.50	Hrs	1.50	42.00	$63.00
Frame to Deck	02	156	35.00	Hrs	35.00	42.00	$1,470.00
Hang Walls Blw Ceilings	02	176	40.00	Hrs	40.00	42.00	$1,680.00
Sound Batt Insulation	02	202	4.00	Hrs	4.00	42.00	$168.00
Hang Walls Blw Ceilings	02	176	-2.00	Hrs	-2.00	42.00	-$84.00
Frame Ceilings	02	165	-2.00	Hrs	-2.00	42.00	-$84.00
						Total Labor	**$3,360.00**

Sub Trades	Phase	Cost Code	Quantity	UOM	Unit Price	Total
	00	823	1.00	EA	520.00 EA	$520.00
					Total Sub Trades	**$520.00**

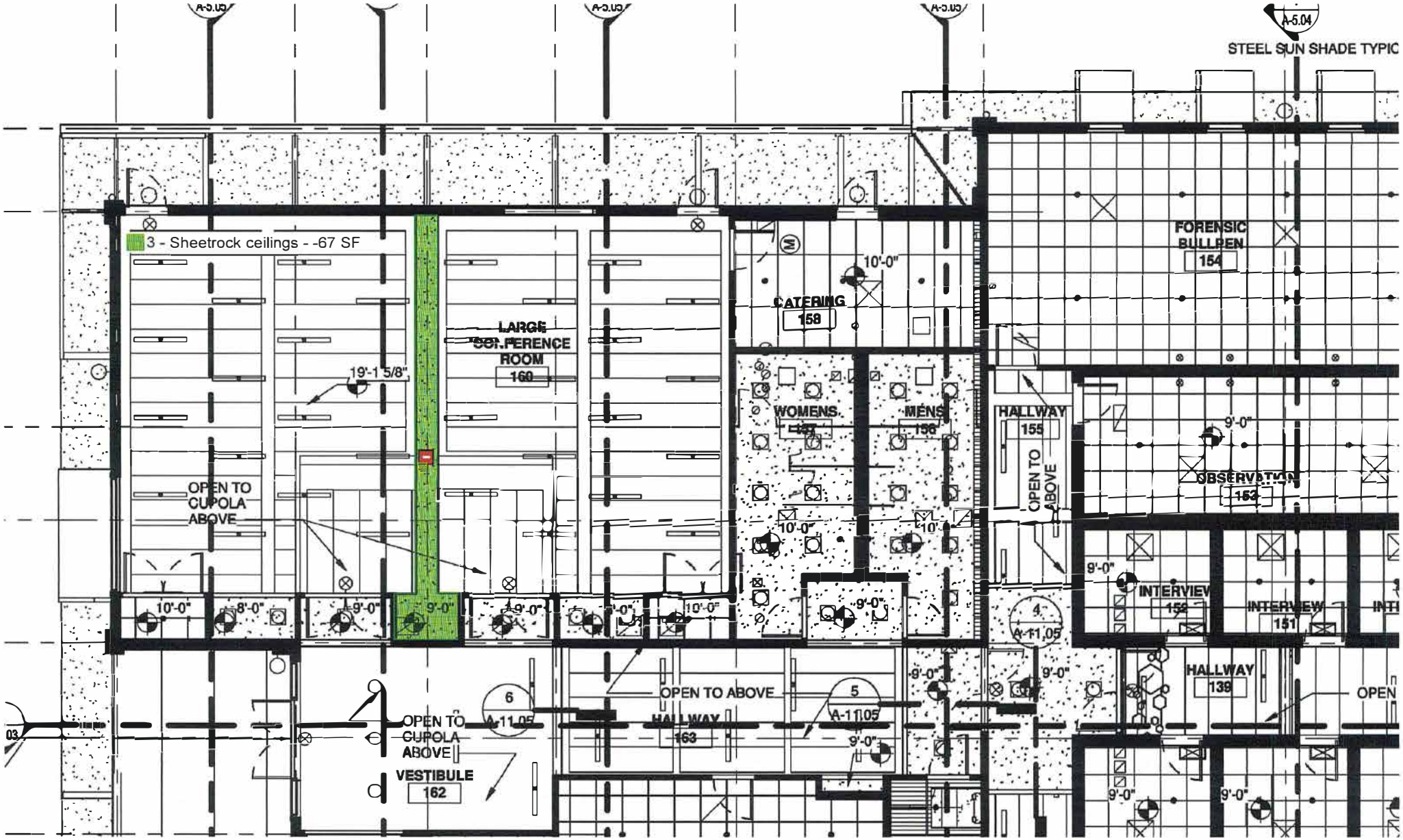
Total Other Material Charges	Total
Materials - All	$2,062.00
Total Other Material Charges	**$2,062.00**

AUTHORIZED BY: Doug Boram
ON BEHALF OF: VAUGHN CONSTRUCTION
PROJECT MANAGER: JEREMY A RIDDLE
ESTIMATOR: TRENT E PATTESON

Labor Total:	**$3,360.00**	
Material Total:	**$2,062.00**	
Sub Trade Total:	**$520.00**	
Cleanup Total:	**$0.00**	
Equipment Total:	**$0.00**	
Misc. Total:	**$0.00**	
Sub Total:	**$5,942.00**	
Mark Up:	**$594.00**	10.00%
Total:	**$6,536.00**	



FLOOR PLAN (75% of Scale); Takeoff in Active Area: All Areas; Operable Partition; 2021 Project Managing; 4/22/2022 12:01 PM



REFLECTED CEILINGPLAN (82% of Scale); Takeoff in Active Area: CENTER; Operable Partition; 2021 Project Managing; 5/27/2022 09:31 AM

deaSPECIALTIES

FURNISH & INSTALL

5151 Castroville Road • San Antonio, TX 78227
Phone: (210) 298-5591 • Fax: (210) 523-1544 • www.deaspecialties.com
Paul Hougdahl - VP, Project Manager, Estimator paulh@deaspecialties.com

Attention:	**Clayton Coleman - Vaughn Construction**	Date:	August 19, 2022
Project:	**Williamson County Children's Advocacy Center Add.**	Location:	Georgetown
Plans Dated:	4/4/2022	Acknowledged Addendum:	ASI 11

MODERNFOLD OPERABLE PARTITIONS - Specification 10 22 39

Quantity	Model	Width	Height	STC	Finish	Description
1	Encore	32'-10"	9'	54	standard vinyl	Manually operated paired panel with pocket door and white steel track

TOTAL FURNISHED AND INSTALLED **$ 27,801**

ALTERNATE QUOTE TOTAL FOR THE OPERABLE PARTITION TO BE ENCORE ELECTRICALLY OPERATED WITH POCKET DOOR AND WHITE #30 ALUMINUM TRACK ~~$ 55,940~~

EXCLUSIONS (unless otherwise noted): OVERHEAD STRUCTURAL SUPPORT, INCLUDING ANY STRUCTURAL STEEL AND ENGINEERING (BOTTOM MUST BE LOCATED A MINIMUM OF 8" AND A MAXIMUM OF 12" (13" TO 18" FOR ELECTRIC) ABOVE THE CEILING HEIGHT AND BE EITHER A WIDE FLANGE AT LEAST 6" WIDE OR A CHANNEL AT LEAST 8" WIDE), BLOCKING, PLENUM CLOSURE, CEILING WORK, FURR-OUTS, CAULK/SEALANTS, ELECTRICAL WIRING AND ROUGH IN, NON STANDARD MODERNFOLD VINYL COLOR SELECTION, PASS DOORS AND DELEGATED DESIGN, DRAWINGS OR CALCULATIONS BEARING THE STAMP OF A PROFESSIONAL ENGINEER REGISTERED IN THE STATE OF TEXAS.

LEAD TIMES Allow 8-10 weeks for fabrication and shipping following receipt of signed contract, approved submittals, color selection and field measurements. Non-standard track, including weldments, are an additional 3-4 weeks.

Sales Tax: Excluded

The General Contractor / Purchaser hereby accepts this quotation, and the **TERMS and CONDITIONS attached** hereto, this _____ day of _____, 20 ____.	**DEA SPECIALTIES**
Name of General Contractor/Purchaser:	By: *Paul Hougdahl*
Authorized Signature	Name: Paul Hougdahl
Name of Purchaser and Title	Its: Estimator/Project Manager

Exclusive factory authorized distributor for ***Modernfold Operable Partitions , Skyfold Acoustic Vertical Retractable Folding Walls, Kalwall Daylighting Systems, Smoke Guard Smoke & Fire Curtains , McKeon Smoke & Fire Doors, Syntegra Integrated Doors & McDougall ACM Panels .***

HUB certified with the State of Texas/8M SCTRCA DBE/SBE/WBE WOBE certified with the City of Austin.

DEA Specialties Co., Inc. is a Nevada Sub-S Corporation

TERMS AND CONDITIONS: FURNISH AND INSTALL

Quotation is subject to the following terms and conditions:

1	This offer is valid for thirty (30) days and may be subject to escalation thereafter.
2	This offer is considered accepted upon receipt of a signed proposal, notice to proceed, a letter of intent, purchase order, or entering into a mutually agreeable subcontract agreement.
3	Unless otherwise stated, this proposal includes one shipment of product. Additional shipments with approved change order only.
4	If credit has not been granted by DEA Specialties prior to placing the order, we require a 10% deposit when Submittals are produced, a 50% deposit when the material order is placed, and balance due prior to installation.
5	All proprietary products which are custom fabricated, including Modernfold, Skyfold, Line Systems, Kalwall, Smoke Guard, Syntegra or McDougall, require a 10% deposit when Submittals are produced, a 50% deposit when the material order is placed, and balance due upon installation. All amounts are due thirty (30) days from invoice date.
6	Payment is not contingent upon Purchaser receiving funds from any other source.
7	Past due amounts are subject to a 1% service charge per month plus all costs of collection including costs of legal proceedings and reasonable attorneys' fees incurred by DEA Specialties to collect the overdue payment.
8	DEA Specialties, as the exclusive Manufacturer's distributorship, warrants that the products purchased pursuant hereto will be free from defects in workmanship, under normal use, for one year from the date of installation. If this product does not operate as warranted during the applicable warranty period, DEA Specialties may replace the defective product or part with a comparable product or part, or repair the defective product or part. DEA Specialties will warrant replaced or repaired parts for a period of (90) days from the date of installation or through the end of the original warranty, whichever is longer. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED.
9	Performance of this agreement may be cancelled or the time for performance extended in the event of any strikes, fires, accidents, emergencies, pandemics, acts of God or any other intervening cause beyond DEA Specialties' control thus relieving all liability for DEA Specialties.
10	If proposal includes installation labor, Purchaser must notify DEA Specialties in writing at least seven (7) days in advance of the date to commence installation work. In giving such notice to commence work, the Purchaser represents that the premises are / or will be ready for DEA Specialties to proceed without delay. In the event DEA Specialties arrives at the job site as scheduled and cannot proceed immediately with its work, Purchaser then agrees to pay a flat fee of $500 for any lost time for jobs in San Antonio and an hourly fee for out of town work at $75 per hour per installer, including travel time and travel expenses, subsistence and all other costs caused directly by said delay.
11	The approved DEA Specialties shop drawings determine the manufacturing dimensions and associated responsibilities of DEA Specialties and wherever the same is inconsistent with the plans and specifications, the approved drawings shall govern.
12	DEA Specialties may elect to suspend fabrication, decline shipment of materials or stop in transit any such shipment, should there arise a doubt as to the Purchaser's financial stability. Should the Purchaser make an assignment for the benefit of creditors, become involved in any bankruptcy or arrangement or reorganization proceedings, or should any liens be filed against its property, or should a receiver, trustee, or other form of court officer be appointed for it, DEA Specialties may elect to cancel any unfilled portion of this contract and all costs and damages incurred by DEA Specialties along with any unpaid balances otherwise due, shall become immediately due and payable to DEA Specialties.
13	The Purchaser will report immediately any errors in workmanship or defects in the material and no allowance or credit will be made or given for any labor, repairs, alterations or materials performed or furnished by the Purchaser without DEA Specialties' prior written consent.
14	It is expressly agreed that there are no promises, agreements or understandings that are not included in this instrument. Any claims of cancellation or modifications of this instrument must be mutually agreed to in writing by both parties.
15	Any and all payments, credits or charges to be made hereunder, are to be handled directly with DEA Specialties and no agent or representative has any authority to accept any payments or grant any credits, without the prior written consent of DEA Specialties.
16	This agreement shall be binding upon and inure to the benefit of the respective parties, their successors, representatives, executors, administrators and assigns.
17	Contractor agrees to allow Subcontractor timely service elevator access.
18	Cancelled projects whether a signed proposal, notice to proceed, a letter of intent, purchase order, or a subcontract agreement was signed, but prior to Submittals, will be subject to a charge of $1000 or 5% whichever is larger.
19	Cancelled projects, whether a signed proposal, notice to proceed, a letter of intent, purchase order, or a subcontract agreement was signed, with the following manufacturers including Modernfold, Skyfold, Line Systems, Kalwall, Smoke Guard, Syntegra, or McDougall projects cancelled after shop drawings are prepared are subject to a 10% charge. Once fabrication commences, Customer is responsible for 100% of material price due to custom fabrication.
20	If there are ROCIP / OCIP requirements, add $200.00 for administration expense. If OCP required, add $600.00.
21	If a project "safety course" is required, add $55.00 per hour for each installer to attend.
22	If a project requires a software subscription i.e. PlanGrid, etc., to view the construction documents, the additional cost will be added to the quote.
23	If General Contractor directs DEA to field measure and DEA is unable to field measure because the project is not ready, a $150.00 per hour fee including travel time and travel expenses, subsistence and all other costs caused directly by said delay.
24	Should there be an increase in the cost(s) of any specified building material(s) that cause the price of any of the materials to increase by more than five percent (5%), the Subcontractor shall, before making any additional purchases of the specified material(s), provide the General Contractor a written statement setting forth the materials at issue, the amount of the price increase(s), and the total dollar amount of any proposed increase of the contract price. The General Contractor may then, at its option, terminate the contract by providing, within ten (10) business days, both written notice of termination to the Subcontractor, plus payment to the Subcontractor for (i) all costs expended in the Subcontractor's performance of the contract to the date of termination, and (ii) a prorated percentage of the Subcontractor's anticipated profits based on the percent of completion. Should both the notice of termination and full payment not be forthcoming within ten (10) business days, as provided herein, the Subcontractor shall have the option to terminate the contract, or to proceed with the contract and purchase the specified material(s) at the increased price(s). If termination is elected, the Subcontractor shall provide the General Contractor with a written notice of termination, and the General Contractor shall pay the Subcontractor for all its costs expended in performance of the contract to the date of termination, plus payment of a prorated percentage of the Subcontractor's anticipated profits based on the percent of completion. If the Subcontractor elects to proceed with the contract, it may then purchase the specified material(s) at the increased price, and the General Contractor shall pay the increased costs incurred.

GENERAL EXCLUSIONS

1	Building permit
2	Bond premium (add 3% of the final contract price if required)
3	Painting, caulking and sealing
4	Protection of product after installation
5	Final cleaning
6	Night work or weekend work unless pre-authorized via a change order
7	Crane, lifts, hoists, etc., are excluded unless otherwise noted
8	Material storage (material must be stored on site, in the building)
9	Any additional insurance over the standard amount that we currently have in effect (a sample certificate of insurance available upon request)

Exclusive factory authorized distributor for *Modernfold Operable Partitions , Skyfold Acoustic Vertical Folding Retractable Walls , Line Systems Demountable Walls, Kalwall Daylighting Systems, Smoke Guard Smoke & Fire Curtains , Syntegra Integrated Doors & ACM Panels .*

HUB certified with the State of Texas/8M SCTRCA DBE/SBE/WBE WOBE certified with the City of Austin.

DEA Specialties Co., Inc. is a Nevada Sub-S Corporation

VAUGHN
CONSTRUCTION
1811 SE Inner Loop
Georgetown, TX
78626

T: (512) 663-7461

August 03, 2022

Sita Lakshminarayan
BLGY Architecture
8001 Centre Park Dr. Suite 150
Austin, TX 78754

Re: Children's Advocacy Center
Job No: 286001

Subj: Change Proposal No. 286001-0005

Dear Sir or Madam:

We respectfully submit our proposal for an increase to our contract in the amount of $69,000 (sixty-nine thousand) dollars to provide observation room changes in accordance with ASI-012 issued by BLGY dated 05/02/2022 for the above referenced project.

Our price is valid for Fourteen (14) days

Please indicate your acceptance of this change proposal by signing and returning one copy of the attached Form B breakdown of our cost.

Very truly yours,
VAUGHN CONSTRUCTION

Doug Boram

Attachments:

CC:

FORM B

PROJECT: Children's Advocacy Center

CHANGE PROPOSAL NO: 286001-0005
QUOTATION :

Item	Labor	Materials	Subs	Total
Integrity One	$0.00	$0.00	$10,321.00	$10,321.00
The Glass House	$0.00	$0.00	$14,675.00	$14,675.00
Standard Drywall	$0.00	$0.00	$19,426.00	$19,426.00
Central Texas Finishers	$0.00	$0.00	$2,400.00	$2,400.00
Texas Quality Services	$0.00	$0.00	$1,623.00	$1,623.00
Doyle Electric	$0.00	$0.00	$11,169.00	$11,169.00
Koetter Fire Protection	$0.00	$0.00	$2,206.00	$2,206.00
Flooring WRP	$0.00	$500.00	$0.00	$500.00
Data WRP	$0.00	$1,200.00	$0.00	$1,200.00
Fire Protection WRP	$0.00	$1,500.00	$0.00	$1,500.00
SDI (1.25%) - Standard Drywall	$0.00	$243.00	$0.00	$243.00
SDI (1.25%) - Doyle Electric	$0.00	$140.00	$0.00	$140.00
Fee (5.5%)	$0.00	$3,597.00	$0.00	$3,597.00
Totals	$0.00	$7,180.00	$61,820.00	$69,000.00
	Insurance, Tax, Benefits on Labor			$0.00
	Overhead			$0.00
	Fee on Subs			$0.00
	Fee on JTV			$0.00
	Bond			$0.00
	Remodel Tax			$0.00
	TOTAL			**$69,000.00**

TIME EXTENSION TO CONTRACT: 0 Days

Submitted Date: 7/29/2022

Accepted

By:_____

Date:_____

VAUGHN CONSTRUCTION

By:_____
Doug Boram

Proposal Valid for 14 Days

INTEGRITYONE
SOLUTIONS
265 Cherokee Trl
Woodway, TX 76712

P.O. Box 23103
Waco, TX 76702
Fax: 254-655-4057

To: Vaughn Construction

Date: 5/27/2022

Change Proposal #1 ASI #12

Williamson County Childrens Advocacy
Austin,TX

	Qty	Description	Amount
Includes:	4	Hollow Metal Frames for 171, 172 173, 174	$ 936.00
	4	Wood Doors for 171, 172 173, 175	$ 1,400.00
	4	Hardware set C201G for 171, 172 173, 176	$ 3,375.00
	4	AA Type Barrowed Lights	$ 2,502.00
	4	BB Type Barrowed Lights	$ 2,108.00
		Openings 143 nd 153 can just be flip flopped for the correct swings.	

TOTAL: $10,321.00

Excludes:

MATERIAL TAX	CARD READERS	COMPOSITE CLEAN UP CREW
TEMPORARY LIGHTING & UTILITIES	ON-SITE INSPECTOR	OVERTIME
INSTALLATION OF DOOR FRAMES	DUST CONTROL	MULTIPLE MOBILIZATIONS
ALL DEMOLITION	DUMPSTER & TRASH HAUL OFF	TEMPORARY OPENINGS
OFF-SITE EMPLOYEE PARKING	FLOOR PROTECTION	ALL BLOCKING
ON-SITE WELDING	WIRING ELECTRONIC HARDWARE	CAULKING, PAINTING, OR STAINING

"Upon signing any delivery ticket, you are verifying the material has been delivered and accepting the condition of all the items on the delivery ticket. If any item is damaged or missing please make note of the issue on the delivery ticket prior to signing and the item(s) will be resolved. Integrity Builders Supply is not responsible for items not checked upon delivery, even if bundled, lost or stolen, or items damaged on the job site."

Please Sign and Date

Eric Montes / Integrity Builders — Roman Montes — Date 5/27/2022

Contractor Representative — Date



18MAY2022

JOB: Vaughn Construction/Children's Advocacy Center
286001-0007

RE: **ASI # 012 CHANGES**
TGH COR #02

GENTLEMEN:

PLEASE ISSUE A CHANGE ORDER TO OUR CONTRACT TO MAKE CHANGES AS FOLLOWS:

- Furnish and install (8ea) one-way mirror panes and (8ea) 1" IG units in added Hollow metal windows – type AA and type BB (sheet A-9.02) at Observation and Interview rooms – reference sheet A-2.03 dated 5/22/2022

QUALIFICATIONS:

- *Includes Pilkington **Mirropane T.M.** – as called in 6/A-9.03*
- *Includes 1" IG unit **¼" clear tempered; ½" air; ¼" clear laminated** – as called in 6/A-9.03*
- *Includes double-sided tape*
- *Includes removal of one side of hollow metal framing stops and reinstalling after glazing – all screws provided by others*
- *Includes glazing setting blocks*
- *Please allow 6 – 8 Week lead times for material after COR has been approved and the order has been released (Keep in mind lead times might extend as we have seen due to historical material supply)*

COR TOTAL ***$14,675.00***

ALL OTHER TGH PROPOSAL TERMS AND CONDITIONS REMAIN UNCHANGED

****Due to historic material supply conditions this change order pricing is good for ten (10) days from proposal date****

QUESTIONS CONCERNING THIS COR SHOULD BE DIRECTED TO:
Abraham Davalos
The Glass House, Inc.
El Paso / Austin
915-704-0042 cell
adavalos@glasshousetexas.com

REQUEST FOR CHANGE ORDER

Ref.# TX8013-003
External/RCO#
GC Ref#
Date May 11, 2022
Job # TX8013

To: **VAUGHN CONSTRUCTION**
10355 WESTPARK DRIVE
HOUSTON, TX 77042
Phone: (281) 808-7772 Fax: (713) 243-8350

Project: **WILCO CHILDREN'S ADVOCACY CENTER**
1811 S.E. Inner Loop
Georgetown, TX 78626

Contact: Doug Boram

Description: **ASI 12 - Observation Room Changes**

Labor	Phase	Cost Code	Quantity	UOM	Unit Total	Rate	Total
General Foreman	00	501	20.00	Hrs	20.00	50.00	$1,000.00
Box Header	02	109	19.00	Hrs	19.00	42.00	$798.00
Extra Work	02	511	32.00	Hrs	32.00	42.00	$1,344.00
Frame Heavy Gauge	02	160	44.00	Hrs	44.00	42.00	$1,848.00
HMDF Unld & Dist	02	170	25.00	Hrs	25.00	42.00	$1,050.00
Set Door Frames	02	171	17.00	Hrs	17.00	42.00	$714.00
Hang All	02	173	1.00	Hrs	1.00	42.00	$42.00
Hang Walls Topping Out	02	175	13.50	Hrs	13.50	42.00	$567.00
Hang Walls Blw Ceilings	02	176	29.00	Hrs	29.00	42.00	$1,218.00
Metal Trims/Beads	02	179	11.00	Hrs	11.00	42.00	$462.00
Sound Batt Insulation	02	202	6.00	Hrs	6.00	42.00	$252.00
Cleanup All	00	507	12.00	Hrs	12.00	42.00	$504.00
Stocking	00	508	5.00	Hrs	5.00	42.00	$210.00
					Total Labor		**$10,009.00**

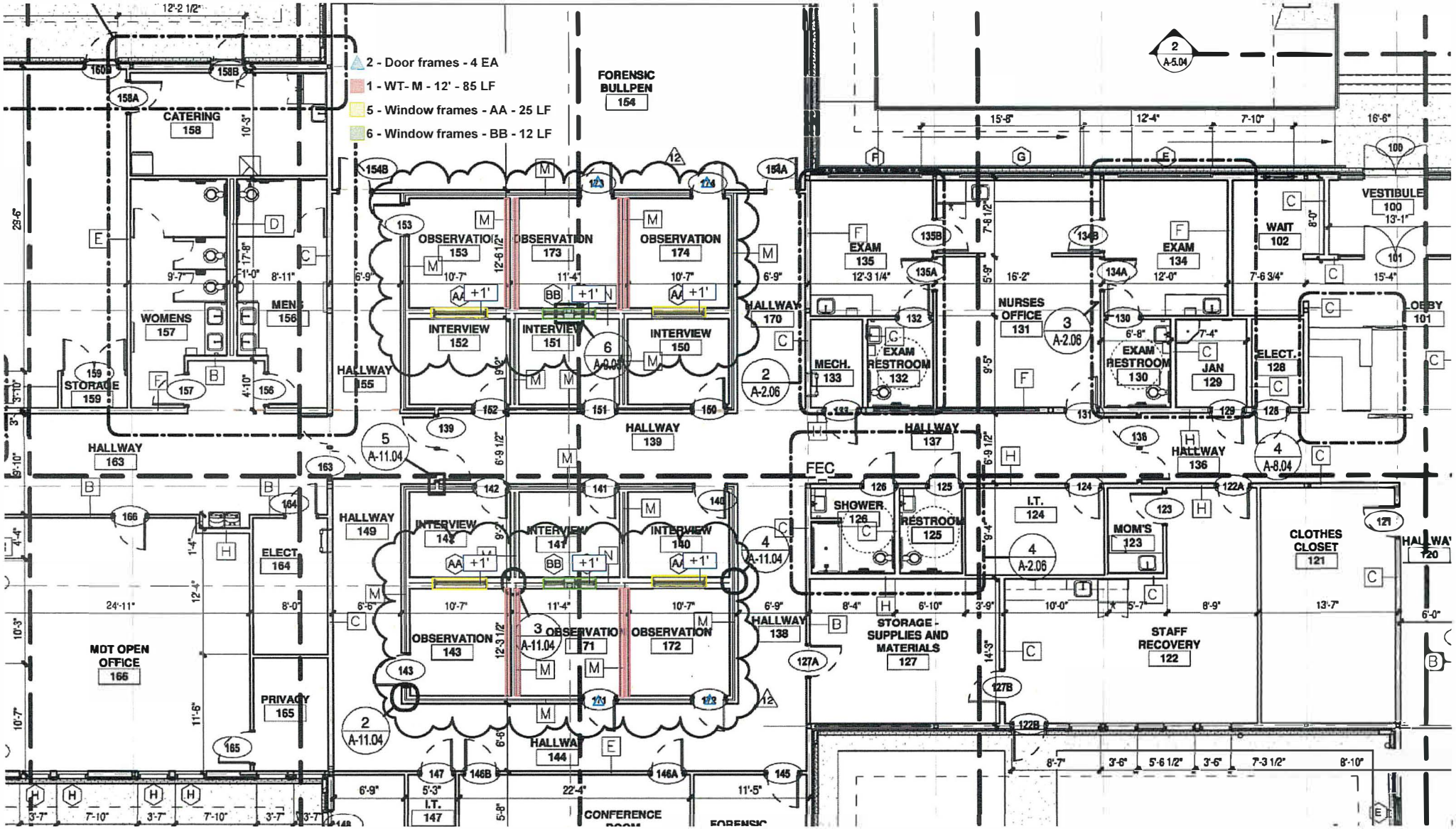
Sub Trades	Phase	Cost Code	Quantity	UOM	Unit Price	Total
Caulking Sub	00	823	1.00	EA	935.00 EA	$935.00
					Total Sub Trades	**$935.00**

Equipment	Phase	Cost Code	Unit Price	Total
			Total Equipment	**$350.00**

Total Other Material Charges	Total
Materials - All	$6,366.00
Total Other Material Charges	**$6,366.00**

AUTHORIZED BY: Doug Boram
ON BEHALF OF: VAUGHN CONSTRUCTION
PROJECT MANAGER: JEREMY A RIDDLE
ESTIMATOR: TRENT E PATTESON

Labor Total:	**$10,009.00**	
Material Total:	**$6,366.00**	
Sub Trade Total:	**$935.00**	
Cleanup Total:	**$0.00**	
Equipment Total:	**$350.00**	
Misc. Total:	**$0.00**	
Sub Total:	**$17,660.00**	
Mark Up:	**$1,766.00**	10.00%
Total:	**$19,426.00**	



FLOOR PLAN (63% of Scale); Takeoff in Active Area: All Areas; ASI 12; 2021 Project Managing; 5/11/2022 10:25 AM

Central Texas Finishers
8534 Apache Bend
Converse, TX 78109 US
(210) 429-4445
ag@centraltexasfinishers.com
ctfinishers.com

Estimate 2380

ADDRESS	SHIP TO	DATE	TOTAL
Vaughn Construction Vaughn Construction 6604 N. Lamar Blvd Austin, TX 78752 USA	Vaughn Construction Vaughn Construction 6604 N. Lamar Blvd Austin, TX 78752 USA	05/11/2022	$2,400.00

PROJECT
Wilco Childrens Advocacy Center

ACTIVITY	QTY	RATE	AMOUNT
ASI #12			
Paint Installation of Tape, Float & Paint on New Walls Added in Rooms 171,172,173,174	800	2.00	1,600.00
Paint Installation of Paint on New Doors & Frames for the new rooms added 171,172,173,174	4	200.00	800.00

SUBTOTAL	2,400.00
TAX	0.00
TOTAL	$2,400.00

THANK YOU.

Accepted By

Accepted Date

HVAC • PLUMBING • UTILITIES • MED GAS • BACK FLOW TESTING

Texas Quality Services LLC
322 Southland Dr
Burnet, TX 78611

Office: 512.243.5335
Fax: 512.243.6425
info@texasqualityservices.com

WWW.TEXASQUALITYSERVICES.COM TACLA00028865C | M38328 | BP0014375

SUBCONTRACTOR REQUEST FOR CHANGE ORDER

Date: 5/18/2022 **Subcontractor C.O. #:** ASI 12

Project: WILCO Children's Advocacy Center

General Contractor: Vaughn Construction

TQS Contact: Tell Stevens **Phone:** cell 214.500.4506

In connection with our Subcontract for work to be performed at the above project, the following change has been requested.

Description of Work or Discrepancy on Drawing:
Plumbing-Reference RFI #5: Sawcut and core beams approximately 40' to tie into sewer at the proper depth to obtain fall coming out of grease trap. Material and labor to complete sanitary line.

Change Order Breakdown:

Labor

How many duct hands	2	How many hours	6.00	Cost per hour	$20.00
How many startup tecl		How many hours		Cost per hour	$50.00

Total Cost $240.00

Material

Item:	6 Air Devices Added	Cost:	$235.00
Item:	250 lbs Ductwork Added	Cost:	$1,000.00
Item:		Cost:	
Item:		Cost:	

Total Material Cost $1,235.00

HVAC • PLUMBING • UTILITIES • MED GAS • BACK FLOW TESTING

Texas Quality Services LLC
322 Southland Dr
Burnet, TX 78611

Office: 512.243.5335
Fax: 512.243.6425
info@texasqualityservices.com

WWW.TEXASQUALITYSERVICES.COM TACLA00028865C | M38328 | BP0014375

SUBCONTRACTOR REQUEST FOR CHANGE ORDER

Miscellaneous Items

Equipment Rental:		Cost:	
Equipment Rental:		Cost:	
Other (describe):		Cost:	

Total Miscellaneous Cost

Subtotal		$1,475.00
Overhead & Profit	10%	$147.50
Total Change Order Request		$1,622.50

The conditions hereinbefore referred to are as follows:

- The aforementioned changes, and work affected thereby shall be performed under the same terms and conditions that are included in the original contract unless stated otherwise.
- This change order includes all materals, labor, tools, equipment, supervision and related taxes necessary to perform the above-mentioned work.

Submitted by: Tell Stevens Title: HVAC Mgr Date: 5/18/2022

Approved by: Title: Date:

Doyle Electric, LLC
917 Sixth St
Marble Falls, Texas 78654
Phone: 512-743-5534

Request for Change Order

5/19/2022

TO:
Vaughn Construction
Doug Boram
Houston, Texas 77042

JOB:
Project: Wilco Children's Advocacy Center
1811 S.E. Inner Loop
Georgetown, TX 78626

Change Order Number: 593 - 03

CHANGE ORDER INFORMATION: ASI #12

WORK DESCRIPTION: Removing Qty 8 Type A4 fixtures, Qty 2 Type Y1 fixtures, and Qty 2 C1 single zone dimming switches. Adding Qty 12 Type F7 fixtures and Qty 6 C2 dual zone dimming switches. Rough in and trim out labor included.

The total amount of this Change Order is: **$11,169.00**

Total Number of Working Days: **2**

Exclusions:

- **Overtime**
- **Tax**
- **Sheetrock Cutting, or Repair**
- **Paint**
- **Grid Repair**
- **Schedule Delays**
- **Ceiling Tile replacement**

Sincerely,

Jared Franke

Jared Franke
Doyle Electric, LLC
512-755-9106

Item#	Description	Qty	Price	Price Unit	Ext Price	Labor	Labor Unit	Ext Labor
	LOT PRICING - Fixtures and Controls	1.00	8547.61		8547.61			
	2 Fixture Delta b/t Type F7 and Type A4/Y1					2.00		2.00
	Lighting Controls - 4 Additional Control Pts.					2.00		2.00
	Lighting & Controls Rough In Material	6.00	82.75		496.50			
					9044.11			**4.00**

Change Order Summary	
Material Total	$9,044.11
Material Subtotal	**$9,044.11**
Electrician Hours	4.00
Electrican per Hour with Burden	$38.77
Overtime Electrician Hours	0.00
OT Electrican per Hour with Burden	$57.38
Superintedent Hours	6.00
Superintedent per Hour With Burden	$63.88
OT Superintedent Hours	0.00
OT Superintedent per Hour with Burden	$94.54
Labor Subtotal	***$538.36***
Consumables (6% of material)	*$542.65*
Project Management (5% of labor)	*$26.92*
Safety ($0.50 per labor hour)	*$2.00*
Equipment	*$0.00*
Subcontractors	*$0.00*
Direct Costs Subtotals	***$571.56***
Total Costs Subtotal	$10,154.03
Overhead/Profit(10%)	$1,015.40
CHANGE ORDER TOTAL	**$11,169**

KOETTER FIRE PROTECTION
OF AUSTIN, L.L.C.
ALL YOU NEED TO KNOW ABOUT FIRE PROTECTION

PCCO #001

Koetter Fire Protection of Austin, LLC.
16069 Central Commerce Dr.
Pflugerville, Texas 78660
Phone: (512) 251-7888
Fax: 5122517848

Project: 213571 - WILCO Children's Advocacy Center
1811 South East Loop
Georgetown, Texas 78626

DRAFT

Prime Contract Change Order #001: CE #001 - ASI-012

TO:	**Vaughn Construction** 6604 N. Lamar Austin, Texas 78752	**FROM:**	**Vaughn Construction** 6604 N. Lamar Austin, Texas 78752
DATE CREATED:	6/08/2022	**CREATED BY:**	Daniel Hitt **(Koetter Fire Protection of Austin, LLC)**
CONTRACT STATUS:	Draft	**REVISION:**	0
REQUEST RECEIVED FROM:		**LOCATION:**	
DESIGNATED REVIEWER:		**REVIEWED BY:**	
DUE DATE:		**REVIEW DATE:**	
INVOICED DATE:		**PAID DATE:**	
REFERENCE:		**CHANGE REASON:**	No Change Reason
PAID IN FULL:	No	**EXECUTED:**	No
ACCOUNTING METHOD:	Amount Based	**SCHEDULE IMPACT:**	
SIGNED CHANGE ORDER RECEIVED DATE:		**REVISED SUBSTANTIAL COMPLETION DATE:**	
FIELD CHANGE:	No	**CONTRACT FOR:**	1: WILCO: Children's Advocacy Center
		TOTAL AMOUNT:	$2,206.10

DESCRIPTION:
CE #001 - ASI-012
ASI-012
Adding four strobes devices due to the addition of rooms to Observation Room 153 and Observation Room 143.

Included:
1. Four wall strobe devices, installation and testing
2. Design for added devices in rooms. (CAD drawings will need to be provided to Koetter)
3. AFD Fees to re-submit.

Excluded: 1. Conduit, electrical boxes, phone lines, patching or painting, installation of Koetter provided back boxes, brackets, penetrations, sleeves, fire stopping, 120 VAC circuits, 120 VAC connections and connections to any equipment provided by others. All rough-in to be provided & installed by the electrical contractor per AHJ approved Koetter provided shop drawings. 2. 2 hour/CI rated cable, pathways (conduit in required 2hr rating encloser or in slab) meeting required survivability levels to be provided. 3. Weekend or overtime hours. 4. Applicable taxes 5. Cost for CAD drawings

ATTACHMENTS:

The original (Contract Sum)	$37,180.36
Net change by previously authorized Change Orders	$0.00
The contract sum prior to this Change Order was	$37,180.36
The contract sum would be changed by this Change Order in the amount of	$2,206.10
The new contract sum including this Change Order will be	$39,386.46

The contract time will not be changed by this Change Order.

KOETTER FIRE PROTECTION
OF AUSTIN, L.L.C.
ALL YOU NEED TO KNOW ABOUT FIRE PROTECTION

PCCO #001

Vaughn Construction
6604 N. Lamar
Austin, Texas 78752

SIGNATURE **DATE**

Vaughn Construction
6604 N. Lamar
Austin, Texas 78752

SIGNATURE **DATE**

SIGNATURE **DATE**

Commissioners Court - Regular Session **35.**

Meeting Date: 09/13/2022

Children's Advocacy Center Addition (P530) – Vaughn Change Order 3

Submitted For: Dale Butler **Submitted By:** Wendy Danzoy, Facilities Management

Department: Facilities Management

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on accepting a report from Vaughn Construction, Change Order No. 3 for the Children's Advocacy Center Addition project (P530) for various changes in scope. This is a no-cost change order, and no time extension is required. Funding Source is P530.

Background

This is a no-cost change order with no time extension showing various scope changes within project. Department point of contact is Sr. Project Manager, Angel Gomez. On March 6, 2018, the Williamson County Commissioners Court approved Williamson County Facilities Director, Dale Butler, with authority to approve change orders under Local Government Code Sec. 262.031, in relation to Williamson County construction and facilities projects. This report is being provided for purposes of notifying the court of such change order and to place it in the minutes of the Commissioners Court.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Vaughn CO3

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/01/2022 08:44 AM
Facilities Management (Originator)	Wendy Danzoy	09/01/2022 11:26 AM
County Judge Exec Asst.	Becky Pruitt	09/01/2022 11:44 AM
Form Started By: Wendy Danzoy		Started On: 08/31/2022 12:43 PM
Final Approval Date: 09/01/2022		

AIA® Document G701™ – 2017

Change Order

PROJECT: *(Name and address)* Williamson County Children's Advocacy Center 1811 SE Inner Loop Georgetown, TX 78626	**CONTRACT INFORMATION:** Contract For: General Construction Date: 11/23/2021	**CHANGE ORDER INFORMATION:** Change Order Number: 003 Date: 08/03/2022
OWNER: *(Name and address)* Williamson County, Texas 710 Main Street, Suite 101 Georgetown, TX 78626	**ARCHITECT:** *(Name and address)* BLGY Architecture 8001 Centre Park Drive, Suite 150 Austin, TX 78754	**CONTRACTOR:** *(Name and address)* J. T. Vaughn Construction 10355 Westpark Drive Houston, Texas 77042

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

Change Order No. 003 includes the below listed Vaughn WRPs 01 - 21. WRP allocations are net-zero changes within the GMP. For Vaughn Project No. 2860-01.

- WRP No. 01 - Removal of silt fence at spoils
- WRP No. 02 - Glazing material cost increase
- WRP No. 03 - Plumbing buyout due to material cost increase
- WRP No. 04 - Additional Silt Fence
- WRP No. 05 - Topsoil import and spread
- WRP No. 06 - Concrete material cost increase
- WRP No. 07 - Additional silt fence and rock berm
- WRP No. 08 - Credit for window sills
- WRP No. 09 - Window sills buyout
- WRP No. 10 - Changes in the rail connection detail
- WRP No. 11 - Additional revegetation
- WRP No. 12 - Added concrete carton forms per Engineer's directionWRP No. 01 - Removal of silt fence at spoils
- WRP No. 13 - Roofing material cost increase
- WRP No. 14 - Specialties material cost increase
- WRP No. 15 - Fire Alarm material cost increase
- WRP No. 16 - Air Barrier
- WRP No. 17 - RFI-032 Revisions
- WRP No. 18 - Exterior walls modifications
- WRP No. 19 - Fire protection design, permit, and addition of building mounted FDC
- WRP No. 20 - Addition of vapor barrier and void forms per Structural Engineer request
- WRP No. 21 - Fire Alarm rough in

The original Contract Sum was	$	7,749,572.00
The net change by previously authorized Change Orders	$	210,711.00
The Contract Sum prior to this Change Order was	$	7,960,283.00
The Contract Sum will be increased by this Change Order in the amount of	$	0.00
The new Contract Sum including this Change Order will be	$	7,960,283.00

The Contract Time will be unchanged by zero (0) days.

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

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User Notes: (3B9ADA41)

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

BLGY Architecture	J. T. Vaughn Construction, LLC	Williamson County, Texas
ARCHITECT *(Firm name)*	**CONTRACTOR** *(Firm name)*	**OWNER** *(Firm name)*
SIGNATURE	**SIGNATURE**	**SIGNATURE**
Sita Lakshminarayan	Mike Simpson	Dale Butler
PRINTED NAME AND TITLE	**PRINTED NAME AND TITLE**	**PRINTED NAME AND TITLE**
09/01/2022	8/31/22	1 September 2022
DATE	**DATE**	**DATE**

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User Notes:
(3B9ADA41)

January 13, 2022

VAUGHN CONSTRUCTION
10355 Westpark Dr
Houston, TX 77042

Angel Gomez
Williamson County
3101 SE Inner Loop
Georgetown, TX 78626

Re: **Wilco Children's Advocacy Center**
Vaughn Project No. 2860-01

Sub: WRP No. 001

Dear Mr. Gomez:

The items below require fund transfers with change orders issued to the affected subcontractors. Funds were budgeted for this type of work within the GMP and held within the accounting codes given within Vaughn Construction's accounting system.

The amounts listed next to each line will be moved via our accounting Revision No. 002. Neither the overall GMP, Cost of Work nor Contingency will be affected by this change.

The change represents:
Removal of silt fence at spoils

Work Category	Subcontractor/WRP	Acct Code	Description	Amount
31.25	AK Fuquay	31-25-01	Change Order #1	($6,850)
31.25	Erosion Control WRP	01-21-35	REVISION #1	$6,850
			net	$0

If there are any questions, please contact this office.

Very Truly Yours,

VAUGHN CONSTRUCTION

Doug Boram

WILLIAMSON COUNTY

Angel Gomez Date

Cc: Job File

February 15, 2022

VAUGHN CONSTRUCTION
10355 Westpark Dr
Houston, TX 77042

Angel Gomez
Williamson County
3101 SE Inner Loop
Georgetown, TX 78626

Re: **Wilco Children's Advocacy Center**
Vaughn Project No. 2860-01

Sub: WRP No. 002

Dear Mr. Gomez:

The items below require fund transfers with change orders issued to the affected subcontractors. Funds were budgeted for this type of work within the GMP and held within the accounting codes given within Vaughn Construction's accounting system.

The amounts listed next to each line will be moved via our accounting Revision No. 004. Neither the overall GMP, Cost of Work nor Contingency will be affected by this change.

The change represents:
Material cost increase

Work Category	Subcontractor/WRP	Acct Code	Description	Amount
8.81	The Glass House	08-81-01	Change Order #1	$8,023
26.01	Electrical WRP	01-21-35	REVISION #2	($3,061)
8.81	Glass & Glazing WRP	01-21-35	REVISION #2	($4,962)
			net	$0

If there are any questions, please contact this office.

Very Truly Yours,

VAUGHN CONSTRUCTION

Doug Boram

WILLIAMSON COUNTY

Angel Gomez Date

Cc: Job File

March 10, 2022

VAUGHN CONSTRUCTION
10355 Westpark Dr
Houston, TX 77042

Angel Gomez
Williamson County
3101 SE Inner Loop
Georgetown, TX 78626

Re: **Wilco Children's Advocacy Center**
Vaughn Project No. 2860-01

Sub: WRP No. 003

Dear Mr. Gomez:

The items below require fund transfers with change orders issued to the affected subcontractors. Funds were budgeted for this type of work within the GMP and held within the accounting codes given within Vaughn Construction's accounting system.

The amounts listed next to each line will be moved via our accounting Revision No. 006. Neither the overall GMP, Cost of Work nor Contingency will be affected by this change.

The change represents:
Plumbing Buyout due to material cost increase

Work Category	Subcontractor/WRP	Acct Code	Description	Amount
22.01	Texas Quality Services	23-05-01	Change Order #1	$27,059
22.01	Plumbing WRP	01-21-35	REVISION #3	($27,059)
			net	$0

If there are any questions, please contact this office.

Very Truly Yours,

VAUGHN CONSTRUCTION

Doug Boram

WILLIAMSON COUNTY

Angel Gomez Date

Cc: Job File

March 15, 2022

VAUGHN CONSTRUCTION
10355 Westpark Dr
Houston, TX 77042

Angel Gomez
Williamson County
3101 SE Inner Loop
Georgetown, TX 78626

Re: **Wilco Children's Advocacy Center**
Vaughn Project No. 2860-01

Sub: WRP No. 004

Dear Mr. Gomez:

The items below require fund transfers with change orders issued to the affected subcontractors. Funds were budgeted for this type of work within the GMP and held within the accounting codes given within Vaughn Construction's accounting system.

The amounts listed next to each line will be moved via our accounting Revision No. 007. Neither the overall GMP, Cost of Work nor Contingency will be affected by this change.

The change represents:
Additional silt fence

Work Category	Subcontractor/WRP	Acct Code	Description	Amount
31.25	AK Fuquay	31-25-01	Change Order #2	$1,202
31.25	Erosion Control WRP	01-21-35	REVISION #4	($1,202)
			net	$0

If there are any questions, please contact this office.

Very Truly Yours,

VAUGHN CONSTRUCTION

Doug Boram

WILLIAMSON COUNTY

Angel Gomez Date

Cc: Job File

March 16, 2022

VAUGHN CONSTRUCTION
10355 Westpark Dr
Houston, TX 77042

Angel Gomez
Williamson County
3101 SE Inner Loop
Georgetown, TX 78626

Re: **Wilco Children's Advocacy Center**
Vaughn Project No. 2860-01

Sub: WRP No. 005

Dear Mr. Gomez:

The items below require fund transfers with change orders issued to the affected subcontractors. Funds were budgeted for this type of work within the GMP and held within the accounting codes given within Vaughn Construction's accounting system.

The amounts listed next to each line will be moved via our accounting Revision No. 008. Neither the overall GMP, Cost of Work nor Contingency will be affected by this change.

The change represents:
Topsoil import and spread

Work Category	Subcontractor/WRP	Acct Code	Description	Amount
31.01	Champion Site Prep	31-05-01	Change Order #1	$7,920
31.01	SDI	01-09-60		$99
31.01	Earthwork WRP	01-21-35	REVISION #5	($8,019)
			net	$0

If there are any questions, please contact this office.

Very Truly Yours,

VAUGHN CONSTRUCTION

Doug Boram

WILLIAMSON COUNTY

Angel Gomez Date

Cc: Job File

April 4, 2022

VAUGHN CONSTRUCTION
10355 Westpark Dr
Houston, TX 77042

Angel Gomez
Williamson County
3101 SE Inner Loop
Georgetown, TX 78626

Re: **Wilco Children's Advocacy Center**
Vaughn Project No. 2860-01

Sub: WRP No. 006

Dear Mr. Gomez:

The items below require fund transfers with change orders issued to the affected subcontractors. Funds were budgeted for this type of work within the GMP and held within the accounting codes given within Vaughn Construction's accounting system.

The amounts listed next to each line will be moved via our accounting Revision No. 011. Neither the overall GMP, Cost of Work nor Contingency will be affected by this change.

The change represents:
Concrete material cost increase

Work Category	Subcontractor/WRP	Acct Code	Description	Amount
3.01	4Gen Concrete	31-05-01	Change Order #1	$16,983
3.01	Concrete WRP	01-21-35	REVISION #6	($16,983)
			net	$0

If there are any questions, please contact this office.

Very Truly Yours,

VAUGHN CONSTRUCTION

Doug Boram

WILLIAMSON COUNTY

Angel Gomez Date

Cc: Job File

April 19, 2022

VAUGHN CONSTRUCTION

10355 Westpark Dr
Houston, TX 77042

Angel Gomez
Williamson County
3101 SE Inner Loop
Georgetown, TX 78626

Re: **Wilco Children's Advocacy Center**
Vaughn Project No. 2860-01

Sub: WRP No. 007

Dear Mr. Gomez:

The items below require fund transfers with change orders issued to the affected subcontractors. Funds were budgeted for this type of work within the GMP and held within the accounting codes given within Vaughn Construction's accounting system.

The amounts listed next to each line will be moved via our accounting Revision No. 012. Neither the overall GMP, Cost of Work nor Contingency will be affected by this change.

The change represents:
Additional silt fence and rock berm

Work Category	Subcontractor/WRP	Acct Code	Description	Amount
31.25	AK Fuquay	31-25-01	Change Order #3	$4,351
31.01	Earthwork WRP	01-21-35	REVISION #7	($682)
31.25	Erosion Control WRP	01-21-35	REVISION #7	($3,669)
			net	$0

If there are any questions, please contact this office.

Very Truly Yours,

VAUGHN CONSTRUCTION

Doug Boram

WILLIAMSON COUNTY

Angel Gomez 12 May 2022 Date

Cc: Job File

A K FUQUAY CONSTRUCTION

CERTIFIED WBE/DBE

Main office: P.O. Box 310335 New Braunfels, TX 78131 Phone (512) 260-9899 Fax (512) 260-9009
www.fuquay.com

CHANGE ORDER

DATE April 5, 2022

PROJECT WILCO CHILDREN'S ADVOCACY CENTER ADDITION

WE PROPOSE TO PROVIDE ALL THE MATERIALS, LABOR, EQUIPMENT AND SUPERVISION NECESSARY TO COMPLETE THE FOLLOWING ITEMS FOR THE PROJECT REFERENCED ABOVE.

ITEM NUMBER/ DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	ESTIMATED COST
*SILT FENCE *3/22/22*	423 LF	$ 2.75 LF	$ 1,163.25
ROCK BERM *3/28/22*	75 LF	$ 42.50 LF	$ 3,187.50
		(If taxable) **SALES TAX**	**$ EXEMPT**
		TOTAL	**$ 4,350.75**

*** T-POST PROTECTORS / SAFETY CAPS ARE AN ADDITIONAL COST @ $ 1.50 EA***

THE QUANTITIES QUOTED HEREIN ARE BASED ON REPRESENTATION OF THE PROJECT BY OTHERS AND OUR INTERPRETATION OF THEIR PROJECT PLANS AND SPECIFICATIONS. THIS QUOTATION IS BASED UPON ESTIMATED AND NOT GUARANTEED QUANTITIES. ACTUAL QUANTITIES NEEDED MAY VARY AND IS TO BE DETERMINED BY THE BUYER OR BUYER'S REPRESENTATIVE WHO SHALL VERIFY AND AGREES TO PAY FOR ALL QUANTITIES INSTALLED AND INVOICED. *** RETAINAGE WILL NOT BE HELD OUT ON THESE ITEMS.**

CONT PAGE 2

ALL MATERIAL IS GUARANTEED TO BE AS SPECIFIED AND THE WORK TO BE PERFORMED IN ACCORDANCE WITH THE DRAWING AND SPECIFICATIONS SUBMITTED FOR ABOVE WORK AND COMPLETED IN A SUBSTANTIAL WORKMANLIKE MANNER. ANY ALTERATION OR DEVIATION FROM SPECIFICATIONS AND DRAWINGS INVOLVING EXTRA COSTS WILL BE EXECUTED ONLY UPON WRITTEN ORDERS AND WILL BECOME AN EXTRA CHARGE OVER AND ABOVE THE QUOTATION. **WORKER'S COMPENSATION AND PUBLIC LIABILITY INSURANCE ON ABOVE WORK TO BE FURNISHED BY FUQUAY, INC. THERE MAY BE AN ADDITIONAL CHARGE FOR PROVIDING THE 10 01 VERSION IN LIEU OF THE 04 13 VERSION OF THE CG 2010 & CG 2037 ADDITIONAL INSURED ENDORSEMENTS ON THE GENERAL LIABILITY FOR AK FUQUAY'S INSURANCE. THE CHARGE SHALL BE EQUAL TO THE AMOUNT CHARGED TO AK FUQUAY FOR SAID FORMS** ALL FENCE MATERIAL IS FOR TEMPORARY USE AND SHALL REMAIN THE PROPERTY OF FUQUAY INC. A MINIMUM DAILY TRIP CHARGE OF $750.00 WILL BE ASSESSED UNLESS THE ACTUAL DAILY BILLING EXCEEDS $750.00, THEN THE TRIP CHARGE WILL BE WAIVED.

EXCLUSIONS:
FUQUAY, INC., IS NOT RESPONSIBLE FOR MATERIALS DESTROYED/DAMAGED BY OTHER CONTRACTORS, PARTIES, OR ACTS OF NATURE AFTER INSTALLATION. THE COST REPLACEMENT OR RESEEDING SHALL BE AT THE SAME PRICE AS STATED ABOVE. ABOVE PRICES ARE FOR INSTALLATION/APPLICATION ONLY AND DO NOT INCLUDE THE FOLLOWING UNLESS SPECIFICALLY STATED ABOVE.

MAINTENANCE AND/OR SILT REMOVAL ON ROCK BERMS
INLET PROTECTION MAINTENANCE/REMOVAL
ROCK BERM AND/OR CONSTRUCTION ENTRANCE REMOVAL
FABRIC REPLACEMENT AND/OR SILT REMOVAL ON SILT FENCE
CLEARING OF BRUSH TO INSTALL EROSION CONTROL DEVICE
WATER AND WATER SOURCE TO BE SUPPLIED BY CONTRACTOR
INSTALLATION OF FENCE ACROSS CONCRETE / PAVEMENT
MULCH AND/OR 2X4 PLANKING ON TREE PROTECTION
PROVIDING AND/OR SPREADING OF TOPSOIL
SURVEY, LAYOUT AND UTILITY LOCATE
WATERING TO ESTABLISH GROWTH
DIRT WORK AND/OR GRADING
ROCK & ROOT REMOVAL
T-POST PROTECTORS / SAFETY CAPS
SALES TAX
BOND

TERMS:
PAYMENT FOR SERVICES SHALL BE DUE AND PAYABLE WITHIN THIRTY DAYS OF THE DATE/MONTH THE WORK IS PERFORMED. THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN THIRTY DAYS.

RESPECTFULLY SUBMITTED,

A K FUQUAY CONSTRUCTION

JASON BALUSEK
ESTIMATOR

ACCEPTED BY:

_____
COMPANY

_____
NAME & TITLE

_____
DATE

April 21, 2022

VAUGHN CONSTRUCTION
10355 Westpark Dr
Houston, TX 77042

Angel Gomez
Williamson County
3101 SE Inner Loop
Georgetown, TX 78626

Re: **Wilco Children's Advocacy Center**
Vaughn Project No. 2860-01

Sub: WRP No. 008

Dear Mr. Gomez:

The items below require fund transfers with change orders issued to the affected subcontractors. Funds were budgeted for this type of work within the GMP and held within the accounting codes given within Vaughn Construction's accounting system.

The amounts listed next to each line will be moved via our accounting Revision No. 013. Neither the overall GMP, Cost of Work nor Contingency will be affected by this change.

The change represents:
Window Sills and additional alternate credit

Work Category	Subcontractor/WRP	Acct Code	Description	Amount
6.01	Georgetown Woodworks	03-70-64	Change Order #1	($5,039)
6.01	Millwork WRP	01-21-35	REVISION #8	$5,039
			net	$0

If there are any questions, please contact this office.

Very Truly Yours,

VAUGHN CONSTRUCTION

Doug Boram

WILLIAMSON COUNTY

Angel Gomez Date 11 MAY 2022

Cc: Job File

Georgetown Woodworks, LLC
500 Wildflower Ln
Georgetown, TX 78626
512-868-9048

PROPOSAL

To: Customer Date: 1/26/2022

JOB NAME	JOB NUMBER	JOB ADDRESS
Wilco Child Advocacy Center	012622-BP501	1811 S.E. Inner Loop Georgetown, TX 78626

PROPOSAL SUMMARY	AMOUNT
Base Bid Amount	$54,183.00
Alt 1: Hexagonal Insets on Custom Wall	$9,421.00
Alt 2: Custom Wall with Hexagonal Insets	$24,534.00
Alt 3: Window Sills	$14,683.00
Total >>>>>>	$135,226.00

Georgetown Woodworks, a HUB certified business, is pleased to present the following bid for ***Wilco Child Advocacy Center,*** based on plans and specifications dated ***Thursday, December 9, 2021,*** and subject to the following inclusions, exclusions and qualifications:

INCLUSIONS

1 Base Bid Total includes 5% for Shop Drawings, due upon submittal.
2 $5.00 each casework door/drawer pull allowance.
3 $20/SF acrylic solid surface counter top material allowance.

EXCLUSIONS

1 Sales tax on materials
2 Acoustical panels
3 Graphic wall wood art (Trees)
4 FRPs
5 Demolition
6 AWI-QCP
7 FSC certification
8 Window sills - unless specifically accounted for in our takeoff
9 Ceilings/Wood Ceilings - unless specifically accounted for in our takeoff
10 Building Department Permit Filing Fees
11 Handrails, Roof Access and Temporary Power

by others

Contract amount to be $63,604.00

April 21, 2022

VAUGHN CONSTRUCTION
10355 Westpark Dr
Houston, TX 77042

Angel Gomez
Williamson County
3101 SE Inner Loop
Georgetown, TX 78626

Re: **Wilco Children's Advocacy Center**
Vaughn Project No. 2860-01

Sub: WRP No. 009

Dear Mr. Gomez:

The items below require fund transfers with change orders issued to the affected subcontractors. Funds were budgeted for this type of work within the GMP and held within the accounting codes given within Vaughn Construction's accounting system.

The amounts listed next to each line will be moved via our accounting Revision No. 014. Neither the overall GMP, Cost of Work nor Contingency will be affected by this change.

The change represents:
Window Sills

Work Category	Subcontractor/WRP	Acct Code	Description	Amount
9.01	Standard Drywall	03-71-63	Change Order #1	$3,750
6.01	Millwork WRP	01-21-35	REVISION #9	($3,797)
	SDI	01-02-30		$47
			net	$0

If there are any questions, please contact this office.

Very Truly Yours,

VAUGHN CONSTRUCTION

Doug Borah

WILLIAMSON COUNTY

Angel Gomez 11 May 2022
Date

Cc: Job File

PROPOSAL

To:	Vaughn Construction	Date:	February 18, 2022
Attention:	Doug Boram	Office:	713-984-4379
Address:	3920 North IH 35 Austin, Texas 78751	Fax:	512-681-9752

JOB NAME		JOB ADDRESS
CHILDREN'S ADVOCACY CENTER ADDITION		1811 S.E. INNER LOOP GEORGETOWN, TEXAS 78626

PROPOSAL SUMMARY

06 20 00 Finish Carpentry: Provide and Install 1x6 paint grade wood cut to size for window sills at lower exterior windows. Appr. 26 total

Base Bid Amount	**$3,750.00**

Addendums: 01
Sales tax on Material: None
Prevailing wage: YES

Standard Drywall, Inc. is pleased to present the following bid for ***CHILDREN'S ADVOCACY CENTER ADDITION,*** based on ***BLGY Incorporated*** plans and specifications dated ***Thursday, August 19, 2021,*** and subject to the following exclusions and qualifications:

EXCLUSIONS

1 Any work outside of the exterior gypsum sheathing.
2 BIM.
3 Wood of any kind not specifically included above.
4 Climate and Temperature control.
5 Putty Pads @ MEP boxes.
6 Demolition not specifically included above.
7 Metal framing 1/8" or thicker.
8 Caulks and sealants at penetrations of other trades.
9 Bonds and associated fees.
10 Overtime or premium time shift work.
11 Seismic requirements or additional hanger wires at lights/ diffusers for acoustical ceilings.
12 Sound or fire testing.
13 Hollow metal door frames in any walls other than metal framed.
14 Trade Damage repair.
15 Expansion joint covers.
16 Grouting of door frames.
17 Welding.
18 Sealing or joint treatment of sheathing joints at exterior.
19 Waterproofing, damp proofing, or sealers.
20 Furnish or install of Z furring for cementitious siding and soffits.

21 Furnish access panels.
22 Furnish or install doors and hardware.
23 Tape, float and texture and painting of any kind.
24 Fire caulking at or behind CMU or masonry wall.
25 Architectural caulking is excluded.
26 Roof insulation or insulation at roof deck.
27 Rigid or semi rigid insulation of any kind.
28 Rated duct enclosures.
29 General Liability insurance.

QUALIFICATIONS

1 SDI has included exterior gypsum sheathing and reinforced poly for temporary protection at the tie-in to the existing building only.
2 SDI has included labor only to install hollow metal frames provided by others in CFM framed partitions only.
3 Hollow metal frames to be on site at the time CFM framing starts. Hollow metal frames not on site at the time framing starts will incur an additional cost of $35 per frame.
4 General Contractor to supply adequate power, clean water, lighting, and utilities within 100' of required location at no cost to the subcontractor.
5 Any required inspections and coordination thereof will be the responsibility of the General Contractor.
6 Dumpsters for removal of any trash is to be supplied by GC at no cost to SDI.
7 Restroom facilities are to be provided by others.
8 SDI bond rate is 2%.
9 Standard Drywall, Inc. reserves the right to negotiate the terms and conditions of any proposed contract document.
10 Schedule will need to be mutually agreed upon prior to contract agreement.

We look forward to working with you on this project. If you have any questions or concerns, please do not hesitate to contact me at (512) 651-5096 Ext. 101 or feel free to email me at jriddle@standarddrywall.com.

Respectfully Submitted,

Jeremy Riddle
Project Manager

Thank you for your business!

May 9, 2022

VAUGHN CONSTRUCTION
10355 Westpark Dr
Houston, TX 77042

Angel Gomez
Williamson County
3101 SE Inner Loop
Georgetown, TX 78626

Re: **Wilco Children's Advocacy Center**
Vaughn Project No. 2860-01

Sub: WRP No. 010

Dear Mr. Gomez:

The items below require fund transfers with change orders issued to the affected subcontractors. Funds were budgeted for this type of work within the GMP and held within the accounting codes given within Vaughn Construction's accounting system.

The amounts listed next to each line will be moved via our accounting Revision No. 015. Neither the overall GMP, Cost of Work nor Contingency will be affected by this change.

The change represents:
Changes in the rail connection detail

Work Category	Subcontractor/WRP	Acct Code	Description	Amount
5.01	Myrex	05-10-11	Change Order #1	$4,474
5.01	Steel WRP	01-21-35	REVISION #10	($4,530)
	SDI	01-02-30		$56
			net	$0

If there are any questions, please contact this office.

Very Truly Yours,

VAUGHN CONSTRUCTION

Doug Boram

WILLIAMSON COUNTY

Angel Gomez Date

Cc: Job File

MYREX INDUSTRIES

Fabricators of Commercial and Industrial Steel

City of Houston Certified #367
1912 Buschong St. Houston, TX 77039
(713) 691-5200 Main Fax (713) 691-3355 Sales Fax (713) 691-4646

*** CHANGE ORDER REQUEST ***

DATE OF CHANGE ORDER	April 25, 2022
DATE OF LAST REVISION	
MYREX JOB NO.	11804
MYREX CHANGE NO.	-001
CUSTOMER CHANGE ORDER OR RFI NO.	
PROJECT	Wilco Children's Advocacy Center
CONTRACTOR NAME	Vaughn Construction (ATX)
PROJECT MANAGER	Doug Boram
JOB SITE PHONE	
JOB SITE FAX	

PLEASE PROCESS A CHANGE ORDER TO OUR PURCHASE ORDER FOR THE EXTRA WORK DESCRIBED BELOW:

Revised site rail connections from cored to embed plate with deformed bar anchors

All material will be painted with one coat of Myrex standard shop primer with SSPC-SP2 cleaning u.n.o.

Materials					Material Amount	120.00
Fabrication	Manhours	30.00	Hourly Rate	55.00	Fabrication Labor	1,650.00
Detailing	Manhours	22.00	Hourly Rate	60.00	Detailing Time	1,320.00
Project Mgr	Manhours		Hourly Rate		Project Mgr Time	0.00
					Freight	

ITEM DESCRIPTIONS AND AMOUNTS: Galvanizing, Miscellaneous, Buyouts, etc.

Deformed Bar Anchors	800.00

See Page 2 for Grand Total

Subtotal from Page 1		3,890.00
7.50%	Overhead	291.75
7.50%	Profit	291.75
	Erection	
	Erection Overhead/Profit	0.00
	Customer Adjustment	0.50

NOTES

CHANGE TOTALS

	Change Amount	4,474.00
	Tax Amount	0.00
	GRAND TOTAL	4,474.00

The status of this Change Order is *Unapproved*

Approved = Myrex has received formal Change Order.

Unapproved = Myrex has been authorized to proceed, with formal Change Order to follow.

Quoted only = Myrex has not been authorized to proceed.

PIP = Pricing In Progress.

Please initial here _____ to verify Change Order status.

MYREX INDUSTRIES

Ryan Sevcik

Vaughn Construction (ATX)

Authorized Signature

DUE TO VOLATILITY IN THE CURRENT STEEL MARKET THE PRICE QUOTED ON THIS CHANGE ORDER WILL BE SUBJECT TO POSSIBLE ESCALATION IF THE ORDER IS NOT RECEIVED IN 24 HOURS.

EXTRA WORK WILL NOT BE PERFORMED UNTIL A SIGNED COPY OF THIS REQUEST IS RETURNED TO MYREX INDUSTRIES.

THE CHANGES QUOTED HEREIN WILL IMPACT THE MYREX PRODUCTION SCHEDULE BY A MINIMUM OF 5.00 WORKING DAYS.

****

Myrex Industries — UNSORTED LIST — PAGE 1

JOB: 11804 - Handrail Connection Change — CONTRACT:

PROJECT: — DATE: 4/25/2022

REMARKS:

****

PIECE # MARK	QTY.	TYPE	DESCRIPTION	LENGTH	MILL MARK	GRADE	CAMBER or M.O.	REMARKS	SEQ.	WEIGHT ONE ITEM	WEIGHT LINE TOTAL
1)	40	PL	3/8 x 3	0'- 6		A36				1.91	76.56

*** JOB SUMMARY ***

ITEM COUNT	MATERIAL TYPE	MATERIAL WEIGHT	STEEL SURFACE AREA	STAINLESS SURFACE AREA	ALUMINUM SURFACE AREA
40	PLATE	76.56 LBS.	12 SQ. FT.	0 SQ. FT.	0 SQ. FT.
	JOB TOTAL:	76.56 LBS.	12 SQ. FT.	0 SQ. FT.	0 SQ. FT.

MYREX INDUSTRIES
Quality Steel Fabrication

DESIGN CHANGE SUMMARY

Project No:	11804	Date:	04-25-2022
Project Name:	WILCO CHILDREN ADVOCACY CENTER		
Customer:		C.O.R. #	1
Reference:	RFA GUSARDRAILS PH 1M	Detailer	RRP

SHEET #	DESCRIPTION	HOURS
ME100	CHANGE OF CONNECTION TYPE AT GUARDRAILS PER APPROVER`S PROPOSAL SKETCH	30

	TOTAL
Hours	22
Rate/Hr	60
Cost	1320

Submitted By: _____ Date: _____

Approved By: _____ Date: _____

SCHEDULE IMPACT: _____ DAYS

May 9, 2022

VAUGHN CONSTRUCTION
10355 Westpark Dr
Houston, TX 77042

Angel Gomez
Williamson County
3101 SE Inner Loop
Georgetown, TX 78626

Re: **Wilco Children's Advocacy Center**
Vaughn Project No. 2860-01

Sub: WRP No. 011

Dear Mr. Gomez:

The items below require fund transfers with change orders issued to the affected subcontractors. Funds were budgeted for this type of work within the GMP and held within the accounting codes given within Vaughn Construction's accounting system.

The amounts listed next to each line will be moved via our accounting Revision No. 016. Neither the overall GMP, Cost of Work nor Contingency will be affected by this change.

The change represents:
Additional revegetation

Work Category	Subcontractor/WRP	Acct Code	Description	Amount
32.01	RW&G	32-90-01	Change Order #1	$16,416
32.01	Landscaping WRP	01-21-35	REVISION #11	($16,416)
			net	$0

If there are any questions, please contact this office.

Very Truly Yours,

VAUGHN CONSTRUCTION

Doug Boram

WILLIAMSON COUNTY

Angel Gomez Date

Cc: Job File

RED & WHITE GREENERY, INC.

P. O. BOX 126
GEORGETOWN, TX 78627

Estimate

Date	Estimate #
3/23/2022	90405DB

Project
CO #1 Additional Revegetation
P.O. No.

Name / Address
WILCO Children's Advocacy Center 1811 SE Inner Loop Georgetown, TX. 78626

Description	Qty	Unit of Measure...	Rate	Total
Field Request per D. Boram for additional Revegetation 3.15.22				
Area South and West of New Center				
Pipeline Mix Hydromulch	28,165	sy	0.5175	14,575.39
Flexterra Erosion Control Matting for Slopes	1,600	sy	1.15	1,840.00
Revegetation Subtotal				16,415.39
Site work and preparation by others. No temporary irrigation figured into proposal.				
Exclusions: Traffic Control,Tree Protection, Erosion Control, Electrical, Masonry, Irrigation Meter, Temporary Water/Meter, Spoils Removal, Debris Disposal, Allowance for Rock Excavation/Trenching, Layout and Engineering, Sawcutting/Removal/Replacement/Boring of Asphalt and Concrete, Rough Grade, Steel Edging, Weed Barrier, Bonds, Warranty of Non-Irrigated Trees/Plants/Sod/Hydromulch, Extended Landscape Maintenance, And Any Item Not Specifically Mentioned Above. Pricing is good for 30 days from date of submission. **Pricing on any item containing PVC (irrigation materials) or Steel (edging/site furnishings/T-Posts) are extremely volatile and our vendors are only guaranteeing pricing for a period of (10) days. R&WG reserves the right to re-price these materials prior to installation.			0.00	0.00

			Subtotal	$16,415.39
Phone #	Fax #	Web Site	**Sales Tax (8.25%)**	$0.00
5129304707	512-869-2521	www.rwgreenery.com	**Total**	$16,415.39

May 25, 2022

VAUGHN CONSTRUCTION
10355 Westpark Dr
Houston, TX 77042

Angel Gomez
Williamson County
3101 SE Inner Loop
Georgetown, TX 78626

Re: **Wilco Children's Advocacy Center**
Vaughn Project No. 2860-01

Sub: WRP No. 012

Dear Mr. Gomez:

The items below require fund transfers with change orders issued to the affected subcontractors. Funds were budgeted for this type of work within the GMP and held within the accounting codes given within Vaughn Construction's accounting system.

The amounts listed next to each line will be moved via our accounting Revision No. 018. Neither the overall GMP, Cost of Work nor Contingency will be affected by this change.

The change represents:
Added carton forms per Engineer's direction.

Work Category	Subcontractor/WRP	Acct Code	Description	Amount
3.01	4Gen Concrete	03-05-01	Change Order #2	$4,555
3.01	Concrete WRP	01-21-35	REVISION #12	($4,555)
			net	$0

If there are any questions, please contact this office.

Very Truly Yours,

VAUGHN CONSTRUCTION

Doug Boram

WILLIAMSON COUNTY

Angel Gomez Date

Cc: Job File

4Gen Concrete, Inc

8947 FM 2244 Rd. Suite 101
Austin, TX 78746
Phone: 512-263-9480
Fax: 512-263-9487

To:
Doug Boram
Vaughn Construction

Date:
May 25, 2022

Project:
Williamson County Children's Advocacy Center

From:
Nathan Boltz

Change Order #2

Scope:

Added carton forms	1.00	ls	$3,890.48	$3,890.48
Carton Form Labor	1.00	ls	$250.00	$250.00
	Subtotal			$4,140.48
	10% O&P			$414.05

Note:

Total Bid **$4,554.53**

Please sign and return this form to authorize said work to proceed.

Contractor has 7 days to respond to 4Gen Concrete, Inc. After which, the above quoted price will no longer be valid.

Printed Name _____
Title _____

Signature _____
Date _____

Thank you,

Nathan Boltz

May 25, 2022

VAUGHN CONSTRUCTION
10355 Westpark Dr
Houston, TX 77042

Angel Gomez
Williamson County
3101 SE Inner Loop
Georgetown, TX 78626

Re: **Wilco Children's Advocacy Center**
Vaughn Project No. 2860-01

Sub: WRP No. 013

Dear Mr. Gomez:

The items below require fund transfers with change orders issued to the affected subcontractors. Funds were budgeted for this type of work within the GMP and held within the accounting codes given within Vaughn Construction's accounting system.

The amounts listed next to each line will be moved via our accounting Revision No. 019. Neither the overall GMP, Cost of Work nor Contingency will be affected by this change.

The change represents:
Roofing material cost increase

Work Category	Subcontractor/WRP	Acct Code	Description	Amount
7.5	Texas Traditions Roofing	07-22-01	Change Order #1	$15,836
7.5	Roofing WRP	01-21-35	REVISION #13	($15,836)
			net	$0

If there are any questions, please contact this office.

Very Truly Yours,

VAUGHN CONSTRUCTION

Doug Boram

WILLIAMSON COUNTY

Angel Gomez Date

Cc: Job File

TEXAS TRADITIONS ROOFING

605 River Bend Drive, Suite 105
Georgetown, TX 78628
512-415-4590

Monday, May 9, 2022

Recommendation Provided To:
Vaughn Construction
6604 N Lamar Blvd.
Austin, TX 78752
512-663-7461
dougboram@vaughnconstruction.com

Recommendation Provided by:
Jameson Riser
559-779-1207
jameson@txtroofing.com

Work Scope
Work based on plans by BLGY Architecture dated 8/19/2021.
Shingle Roof system.
Metal walls panels (at dumpster).
TPO Roof system.
Gutters and downspouts.

Material Price Increase	**$**	**68,642**	
Insulation Deduct	**$**	**(11,619)**	*2 layers 2.2" Insulation (R-25) in lieu of 2 layers 2.6" Insulation (R-30).*
Shingle Deduct	**$**	**(38,665)**	*GAF Timberline HDZ Shingles in lieu of GAF Timberline Cool Series.*
Blocking Deduct	**$**	**(6,122)**	*Remove blocking at eaves and headwall.*
Splash Block Add	**$**	**483**	*Splash blocks at ten (10) downspouts.*
Soffit Vent Add	**$**	**3,117**	*Core-a-vent S-400 soffit vent.*
COR 1 Total:	**$**	**15,836**	

Due to Material volatility and availability: price adjusted upon shipment of materials.

Shingle Roof Inclusions:
Wood blocking at eaves, rakes and headwall only.
2 layers of 2.6" poly iso insulation (R-30 minimum).
Batten board every 24" to provide air cavity, directly over insulation.
1/2" Plywood sheathing over batten boards.
GAF Synthetic underlayment across roof system.
Ice and water underlayment at valleys and perimeter only.
GAF ***Timberline HD Cool Series***, asphalt shingles. Reflector Series not available in our market.
Roof related drip edge, headwall, sidewall, receiver flashing only.
8" box style gutters, in prefinished standard color.
7" box style downspouts, in prefinished standard color.

TPO Roof Inclusions:
2 layers of 2.6" poly iso insulation (R-30 minimum).
Crickets.
1/2" Densdeck coverboard, mechanically attached.
GAF 60 mil adhered TPO.
TPO related metal roof flashings and trim in 24 gauge prefinished standard color.

Metal Awning Inclusions:
Sheffield Metals 2" mechanical double lock panels in 24 gauge prefinished standard color.
Metal trim in 24 gauge prefinished standard color

Metal Dumpster Inclusions:
R-Panel at 2 doors of metal dumpster only, in 24 gauge galvalume finish.
J-trim around perimeter of metal panels in matching 24 gauge galvalume finish.

Standard Inclusions:
Dispose of all roof related trash in GC supplied dumpster.
Equipment to handle materials onsite.
5 year labor warranty.
Sales tax.

Shingle Exclusions:
GAF Timberline HD Reflector Series, asphalt shingles.
Continuous vent screen wrapped with bug screen (Detail 2/A-2.05).

TEXAS TRADITIONS — ROOFING —

605 River Bend Drive, Suite 105
Georgetown, TX 78628
512-415-4590

Shingle Exclusions (cont.):
Blocking at 24" O.C between fascia (Detail 2/A-2.05).
Any work related to fascia boards (Detail 2/A-2.05).
Fluid applied weather barrier (Detail 2/A-2.05).
3/4" Plywood wrapped with flex flashing (Detail 2/A-2.05).
Flexible flashing (Detail 2/A-2.05).
Metal decking.
Roof curbs.
Ice and water underlayment across entire roof system.
Wall moisture/vapor barrier.
Any work related to soffits.
Any metal flashings specific to any other trade.
Painting.
Roof access ladder.

TPO Exclusions:
Walkway pads.
Painting.
Roof access hatch or ladder.
Gutters or downspouts.

Metal Awning Exclusions:
Framing of the awnings.

Metal Dumpster Exclusions:
Any other trim at dumpster doors.
Any work related to coping of metal dumpsters.
Any metal flashings other than at dumpster doors.

June 8, 2022

VAUGHN CONSTRUCTION
10355 Westpark Dr
Houston, TX 77042

Angel Gomez
Williamson County
3101 SE Inner Loop
Georgetown, TX 78626

Re: **Wilco Children's Advocacy Center**
Vaughn Project No. 2860-01

Sub: WRP No. 014

Dear Mr. Gomez:

The items below require fund transfers with change orders issued to the affected subcontractors. Funds were budgeted for this type of work within the GMP and held within the accounting codes given within Vaughn Construction's accounting system.

The amounts listed next to each line will be moved via our accounting Revision No. 020. Neither the overall GMP, Cost of Work nor Contingency will be affected by this change.

The change represents:
Specialties material cost increase

Work Category	Subcontractor/WRP	Acct Code	Description	Amount
10.01	Southern Specialties	10-20-01	Change Order #1	$515
10.01	Specialties WRP	01-21-35	REVISION #14	($515)
			net	$0

If there are any questions, please contact this office.

Very Truly Yours,

VAUGHN CONSTRUCTION

Doug Boram

WILLIAMSON COUNTY

Jesus Angel Gomez

Digitally signed by Jesus Angel Gomez
DN: cn=Jesus Angel Gomez, o=Williamson County, ou=Facilities Management, email=angelgomez@wilco.org, c=US
Date: 2022.06.08 10:05:54 -05'00'

Angel Gomez Date

Cc: Job File

Southern Specialty & Accessory, LLC
4250 Cedarbrush Drive • Dallas, Texas 75229 • 214-470-5821
MBE Certification #HMMB92903N1019 • HUB Certification #1463618387400 • DBE Certification #HMDB20659Y0920

November 23, 2021

Re: Wilco CAC
Georgetown, TX

Dear Doug,

For the above-referenced project and per the plans provided by BLGY Architecture, we propose the following prices for the following items:

Original Contract Amount = $13,907.00
Material Cost Increase = $515.00
New Contract Amount = $14,422.00

Toilet Accessories	**$3,236.00**
FE/FEC	**$1,629.00**
Toilet Partitions	**$6,592.00**
Wall Protection	**$2,965.00**
~~**Tax**~~	~~**$1,189.81**~~
~~***Total $15,011.81***~~	$14,422.00

Inclusions:

- One Mobilization to field measure and one to install everything
- Southern Specialty & Accessory will not install grab bars, baby changing stations or shower seats without the necessary and proper wood blocking
- Manufacturer's Standard colors on all items

Note	Description	Manufacturer	Model	Quantity
A	Mirror	Bobrick	B165 18X36	10
B	Mirror	Bobrick	B165 18X72	2
C	Seat Cover	N/A	OFCI	10
D	Straight Grab Bar 36"	Bobrick	B6806X36	8
E	Straight Grab Bar 42"	Bobrick	B6806X42	8
F	Baby Station	N/A	OFCI	4
G	Paper Towel Dispenser	N/A	OFCI	10
H	Soap Dispenser	N/A	OFCI	10
J	Toilet Paper Holder	N/A	OFCI	10
	Mop Holder	Bobrick	B224X36	1
FE	Fire Extinguisher	JL Industries	COSMIC10E	4
FEC	Fire Extinguisher Cabinet	JL Industries	C1037F10	4
TP	Toilet Partitions	Scranton Products	FMOHB HDPE	4
US	Urinal Screens	Scranton Products	WH HDPE	2
CG	Corner Guard	InPro	821290 Clear	26

Exclusions:

- Blocking of walls
- P & P Bonds
- Permits
- Tax

These prices are good for 30 days and are subject to review if there are any changes to the above referenced plans. Should you have any questions please do not hesitate to call.

Sincerely,

Jose Mora
972-821-8901

June 8, 2022

VAUGHN CONSTRUCTION
10355 Westpark Dr
Houston, TX 77042

Angel Gomez
Williamson County
3101 SE Inner Loop
Georgetown, TX 78626

Re: **Wilco Children's Advocacy Center**
Vaughn Project No. 2860-01

Sub: WRP No. 015

Dear Mr. Gomez:

The items below require fund transfers with change orders issued to the affected subcontractors. Funds were budgeted for this type of work within the GMP and held within the accounting codes given within Vaughn Construction's accounting system.

The amounts listed next to each line will be moved via our accounting Revision No. 021. Neither the overall GMP, Cost of Work nor Contingency will be affected by this change.

The change represents:
Fire Alarm material cost increase

Work Category	Subcontractor/WRP	Acct Code	Description	Amount
28.01	Koetter Fire	28-31-01	Change Order #1	$2,822
28.01	Fire Alarm WRP	01-21-35	REVISION #15	($2,822)
			net	$0

If there are any questions, please contact this office.

Very Truly Yours,

VAUGHN CONSTRUCTION

Doug Boram

WILLIAMSON COUNTY

Angel Gomez Date

Cc: Job File

June 29, 2022

VAUGHN CONSTRUCTION

10355 Westpark Dr
Houston, TX 77042

Angel Gomez
Williamson County
3101 SE Inner Loop
Georgetown, TX 78626

Re: **Wilco Children's Advocacy Center**
Vaughn Project No. 2860-01

Sub: WRP No. 016

Dear Mr. Gomez:

The items below require fund transfers with change orders issued to the affected subcontractors. Funds were budgeted for this type of work within the GMP and held within the accounting codes given within Vaughn Construction's accounting system.

The amounts listed next to each line will be moved via our accounting Revision No. 024. Neither the overall GMP, Cost of Work nor Contingency will be affected by this change.

The change represents:
Air Barrier

Work Category	Subcontractor/WRP	Acct Code	Description	Amount
7.01	Aquatech	07-10-01	Change Order #1	$24,826
7.05	Roofing WRP	01-21-35	REVISION #16	($24,826)
			net	$0

If there are any questions, please contact this office.

Very Truly Yours,

VAUGHN CONSTRUCTION

Doug Boram

WILLIAMSON COUNTY

Angel Gomez Date

Cc: Job File

AQUATECH WATERPROOFING

100 South 2nd Street
Pflugerville, TX 78660
512-565-7565
brent@aquatechwaterproof.com

Proposal Submitted To: Vauhn Construction	Phone:	Date: 6/15/22
Street:	Job Name: 2860 – Wilco CAC	
City, State, Zip Code:		Job Location:
Architect:	Date Of Plans:	Job Phone:

To add Carlisle Barritech VP air barrier and associated flashings of the system $24,826.00

To switch to HB Envirobarrier VP installed according to their specs (deduct $5,900.00 from the $24,826.00)

We propose hereby to furnish material and labor-complete in accordance with above specifications for the sum of: $ $24,826 or $18,926.

Payment to be made as follows: _____

All material is guaranteed to be as specified. All work is to be completed in a workman-like manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by our workman's compensation insurance.

Authorized Signature:
X _____

Note: This proposal may be withdrawn by us if not accepted within 30 days.

Acceptance of proposal: The above prices specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.
Date of acceptance: _____

Signature: X _____

Signature: X _____

July 11, 2022

VAUGHN CONSTRUCTION
10355 Westpark Dr
Houston, TX 77042

Angel Gomez
Williamson County
3101 SE Inner Loop
Georgetown, TX 78626

Re: **Wilco Children's Advocacy Center**
Vaughn Project No. 2860-01

Sub: WRP No. 017

Dear Mr. Gomez:

The items below require fund transfers with change orders issued to the affected subcontractors. Funds were budgeted for this type of work within the GMP and held within the accounting codes given within Vaughn Construction's accounting system.

The amounts listed next to each line will be moved via our accounting Revision No. 024. Neither the overall GMP, Cost of Work nor Contingency will be affected by this change.

The change represents:
RFI-031 Revisions

Work Category	Subcontractor/WRP	Acct Code	Description	Amount
5.01	Empire Acero	05-12-01	Change Order #1	$2,365
5.01	Steel WRP	01-21-35	REVISION #17	($2,365)
			net	$0

If there are any questions, please contact this office.

Very Truly Yours,

VAUGHN CONSTRUCTION

Doug Boram

WILLIAMSON COUNTY

Angel Gomez Date

Cc: Job File

July 11, 2022

VAUGHN CONSTRUCTION
10355 Westpark Dr
Houston, TX 77042

Angel Gomez
Williamson County
3101 SE Inner Loop
Georgetown, TX 78626

Re: **Wilco Children's Advocacy Center**
Vaughn Project No. 2860-01

Sub: WRP No. 018

Dear Mr. Gomez:

The items below require fund transfers with change orders issued to the affected subcontractors. Funds were budgeted for this type of work within the GMP and held within the accounting codes given within Vaughn Construction's accounting system.

The amounts listed next to each line will be moved via our accounting Revision No. 025. Neither the overall GMP, Cost of Work nor Contingency will be affected by this change.

The change represents:
Exterior walls modifications

Work Category	Subcontractor/WRP	Acct Code	Description	Amount
9.01	Standard Drywall	09-29-01	Change Order #02	$34,695
9.01	Drywall WRP	01-21-35	REVISION #18	($35,129)
	SDI	01-02-30		$434
			net	$0

If there are any questions, please contact this office.

Very Truly Yours,

VAUGHN CONSTRUCTION

Doug Boram

WILLIAMSON COUNTY

Angel Gomez Date

Cc: Job File

July 11, 2022

VAUGHN CONSTRUCTION
10355 Westpark Dr
Houston, TX 77042

Angel Gomez
Williamson County
3101 SE Inner Loop
Georgetown, TX 78626

Re: **Wilco Children's Advocacy Center**
Vaughn Project No. 2860-01

Sub: WRP No. 019

Dear Mr. Gomez:

The items below require fund transfers with change orders issued to the affected subcontractors. Funds were budgeted for this type of work within the GMP and held within the accounting codes given within Vaughn Construction's accounting system.

The amounts listed next to each line will be moved via our accounting Revision No. 026. Neither the overall GMP, Cost of Work nor Contingency will be affected by this change.

The change represents:
Fire Protection design, permit, and addition of building mounted FDC.

Work Category	Subcontractor/WRP	Acct Code	Description	Amount
21.01	Austin Fire Protection	21-13-01	Change Order #1	$4,075
21.01	Fire Suppression WRP	01-21-35	REVISION #19	($4,075)
			net	$0

If there are any questions, please contact this office.

Very Truly Yours,

VAUGHN CONSTRUCTION

Doug Beram

WILLIAMSON COUNTY

Angel Gomez Date

Cc: Job File

July 11, 2022

VAUGHN
CONSTRUCTION
10355 Westpark Dr
Houston, TX 77042

Angel Gomez
Williamson County
3101 SE Inner Loop
Georgetown, TX 78626

Re: **Wilco Children's Advocacy Center**
Vaughn Project No. 2860-01

Sub: WRP No. 020

Dear Mr. Gomez:

The items below require fund transfers with change orders issued to the affected subcontractors. Funds were budgeted for this type of work within the GMP and held within the accounting codes given within Vaughn Construction's accounting system.

The amounts listed next to each line will be moved via our accounting Revision No. 027. Neither the overall GMP, Cost of Work nor Contingency will be affected by this change.

The change represents:
Addition of vapor barrier and void forms per Structural Engineer request.

Work Category	Subcontractor/WRP	Acct Code	Description	Amount
3.01	4Gen Concrete	03-05-01	Change Order #4	$10,551
3.01	Concrete WRP	01-21-35	REVISION #20	($10,551)
			net	$0

If there are any questions, please contact this office.

Very Truly Yours,

VAUGHN CONSTRUCTION

Doug Boram

WILLIAMSON COUNTY

Angel Gomez Date

Cc: Job File

July 12, 2022

VAUGHN
CONSTRUCTION
10355 Westpark Dr
Houston, TX 77042

Angel Gomez
Williamson County
3101 SE Inner Loop
Georgetown, TX 78626

Re: **Wilco Children's Advocacy Center**
Vaughn Project No. 2860-01

Sub: WRP No. 021

Dear Mr. Gomez:

The items below require fund transfers with change orders issued to the affected subcontractors. Funds were budgeted for this type of work within the GMP and held within the accounting codes given within Vaughn Construction's accounting system.

The amounts listed next to each line will be moved via our accounting Revision No. 028. Neither the overall GMP, Cost of Work nor Contingency will be affected by this change.

The change represents:
Fire alarm rough in

Work Category	Subcontractor/WRP	Acct Code	Description	Amount
26.01	Doyle Electric	26-05-01	Change Order #01	$14,894
26.01	Electrical WRP	01-21-35	REVISION #21	($15,080)
	SDI	01-02-30		$186
			net	$0

If there are any questions, please contact this office.

Very Truly Yours,

VAUGHN CONSTRUCTION

Doug Boram

WILLIAMSON COUNTY

Angel Gomez Date

Cc: Job File

Commissioners Court - Regular Session **36.**

Meeting Date: 09/13/2022

Approval of Ratification of Emergency Purchase Order #181407 for Repairs of Leaking HVAC

Submitted For: Joy Simonton **Submitted By:** Stephanie Robles, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on ratifying the Purchase Order #181407 to 5-F Mechanical, Inc. for emergency repairs of leaking HVAC unit at Jester Annex in the amount of $9,329.13, exempting this purchase from competitive bidding requirements per Texas Local Government Code Discretionary Exemptions 262.024 (a)(3) [an item necessary because of unforeseen damage to public property].

Background

Facilities Management submitted a requisition #129645 for the repair of a leaking HVAC rooftop unit at the Jester Annex building located at 1801 E Old Settlers Blvd, Round Rock, TX 78664. The unit had a refrigerant leak that could potentially cause damage to the infrastructure of the building. The department requested we escalate the approval for requisition to prevent further damage. Funding Source: 01.0100.1066.004510. The point of contact is Christi Stromberg.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Quote

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	09/08/2022 09:27 AM
County Judge Exec Asst.	Becky Pruitt	09/08/2022 09:44 AM
Form Started By: Stephanie Robles		Started On: 09/07/2022 04:13 PM
Final Approval Date: 09/08/2022		

8/23/2022

Williamson County (Round Rock Jester)
1801 East Ole Settlers Blvd
Round Rock, Texas 78664

Contact: Shantil Moore CTCM
Phone # 512-966-0034
Email: Shantil.moore@wilco.org

Refrigerant Leak Repairs (Innovent RTU 1) (Buyboard CO-OP Contract #638.21) "MSA approved in CC 4/6/21"

5F Mechanical, Inc. would like to thank you for the opportunity
to propose the following Scope of Work:

Pick up parts and materials needed to repair refrigerant leaks and recharge refrigerant circuits
Refrigerant Circuit A) Recover existing refrigerant charge, remove and replace leaking low pressure switch, discharge pressure transducer and receiver tank relief valve. Pull vacuum and recharge with up to 13pounds R410A. (Check for proper operation)
Refrigerant Circuit F) No Leaks found at this time, recover balance of refrigerant, pull vacuum, start up and charge circuit with recovered refrigerant and up to 15pounds R410A refrigerant. (Check unit for proper operation)
Refrigerant Circuit G) Recover Existing refrigerant charge. Remove and replace failed lid gasket on on liquid line filter dryer. Replace filter core. Pull vacuum, start up and charge refrigerant circuit with up to 15pounds R410A refrigerant. (Check unit for proper operation)
Refrigerant Circuit H) Recover refrigerant. Remove and replace failed liquid line, single core filter assembly. Install liquid line core. Pull vacuum, start up and charge with recovered refrigerant and with up to 13pounds R410A Refrigerant.
Clean up work area and dispose of failed parts. Leave work area clean.
(Note) Work will be completed during normal working hours Monday-Friday 7;00am - 3:30pm
(Exclusions) Overtime-Holiday Labor, Engineer, Egineering Fee's, BAS Controls, Fire-Life-Safety-Controls, Wiring & Materials
Any work not outlined in above proposed scope of work

Materials/Equip	***Qty ea***	***Sales Price***
Torch/Vacuum/Recovery	1	$165.00
410A Circuits A, F, G & H	48	$2,160.00
Circuit A Repair Parts	1	$2,328.62
Circuit F Repair Parts	1	$37.50
Circuit G Repair Parts	1	$187.16
Circuit H Repair Parts	1	$610.86
0	0	$0.00
	Subtotal	$5,489.13

Labor	
HVAC Service Mechanic	$3,840.00
Apprentice	$0.00
	$3,840.00

EXCLUSIONS:

1) All work will be done during normal working hours M/F 7:00-3 30
2) Any scope of work not included in above proposal
3) Pricing on proposal good for 30 days.
4) Any additional City Code upgrades, Mechanical Drawings, City Plan & Review...if required.

We would be pleased to provide the above for the net price of: $9,329.13
(plus applicable sales tax)

Thanks! Steve Pack

Accepted by: _____
for: Williamson County (Round Rock Jester)
Date: _____

M[redacted]TACLA[redacted]
15705 Brenda Street Austin, Texas 78758
Regulated by the Texas Department of Licensing and Regulations PO Box 12157 Austin, Texas 1-800-803-9202

Commissioners Court - Regular Session **37.**

Meeting Date: 09/13/2022

Approval of Ratification of Emergency Purchase Order #181411 for Repairs of HVAC

Submitted For: Joy Simonton **Submitted By:** Stephanie Robles, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on ratifying the Purchase Order #181411 to 5-F Mechanical, Inc for emergency replacement of HVAC system at the Williamson County Jail IT Server Room located at 508 Rock Street, Georgetown, TX 78627 in the amount of $29,524.07, exempting this purchase from competitive bidding requirements per Texas Local Government Code 262.024. (a)(2) [An item necessary to preserve and protect the public health or safety of the residents of the county].

Background

Facilities Management submitted a requisition #129664 for the replacement of an existing 3ton mini split air handler with a new 6ton, 3 head Mitsubishi mini split system at the Jail. The Purchasing Department was informed that the Jail IT Server Room was needing a new unit due to temporary, portable units being used to stabilize the air temperate of the room. The portable units required a door to be propped open which was preventing proper security measures to be followed, so the department requested we escalate the approval for requisition to prevent unauthorized access by anyone not a part of the Information Technology Services Department. Funding Source: 01.0100.1008.004510. The point of contact is Christi Stromberg.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Quote

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	09/08/2022 10:31 AM
County Judge Exec Asst.	Becky Pruitt	09/08/2022 10:33 AM
Form Started By: Stephanie Robles		Started On: 09/07/2022 04:26 PM
Final Approval Date: 09/08/2022		

8/24/2022

Williamson County
508 Rock Street
Georgetown, Texas 78627

Contact: Shantil Moore CTCM
Phone # 512 966-0034
Email: Shantil.moore@wilco.org

Install 6ton, 3head Mitsubishi Mini Split (Sheriff Office/Jail) (North) "MSA approved in CC 4/6/21" (Buyboard CO-OP Contract #638.21)

5F Mechanical, Inc. would like to thank you for the opportunity
to propose the following Scope of Work:

Pick up Equipment, Parts & Materials needed to install 6ton VRF Mitsubishi Split System w/ 3 Air Handler Heads

Recover existing refrigerant charge and dispose of recovered refrigerant using current industry standards

Lockout & Tag out power (Make Safe) Demo and remove existing 3ton mini split air handler, refrigerant line set and condenser. Install new 7/8" x 38" refrigerant line set from condenser location to I.T. room. Install needed 5/8"x3/8" refrigerant line sets from circuit header to 2, 2.5ton air handlers. Install 1/2"x1/4" refrigerant line set from circuit header to 1, 1ton air handler. *(Note)* (Air Handlers are Wall Mounted) Install Install 16awg control wiring between new condenser and new wall mounted air handlers. Install condensate pumps on each of the three new air handlers and pipe to existing condensate drain. Install new Mitsubishi PUHY P72YNU 6TON Heat Pump Condenser. Ready Equipment and prepare for factory Start up.
(Note) Proposed equipment includes 1, PUY P72YNU HP Condenser, 2, PKFY P30NKMU E2 Wall Mounted Air Handlers 1, PKFY PF2NLMU E Wall Mounted Air Handler 1, CMY Y104C-G Refrigerant Circuit Header, Isolation Valves as needed, and refrigerant line sets with Armorflex Insulation.
(NOTE) Electrical Requirements, 6ton Condenser requires 3phase power either 230volt or 460volt application. Each of the 3 Air Handlers require 230volt single phase power.
(Exclusions) Overtime Holiday Labor, ANY AND ALL LINE VOLTAGE ELECTRICAL, Engineer, Engineering Fee's, Concrete work, Xray-Scanning of Block or Concrete walls, Painting, Patching, COGT Code Upgrades, COGT Plan & Review, COGT Mechanical & Plumbing Permits, Fire Life-Safety Controls-Wiring Devices, BAS Controls.

Materials/Equip	***Qty ea.***	***Sales Price***
Mitsubishi 6ton VRF System	1	Quoted Price
Refrigerant Line Set & Insulation	1	Q/P
Coring/Hardware/Misc Materials	1	Q/P
Condenser Pad / Demo Materials	1	Q/P
Torch/Vacuum/Recovery	1	Q/P
Refrigerant 410A	30	Q/P
Plumbing Materials/Hardware	1	Q/P
	Subtotal	Quoted Price

Labor	
HVAC Service Mechanic	Quoted Price
Apprentice	Q/P
	Quoted Price

EXCLUSIONS:

1) All work will be done during normal working hours M/F 7:00-3:30
2) Any scope of work not included in above proposal
3) Pricing on proposal good for 30 days.
4) Any additional City Code upgrades, Mechanical Drawings, City Plan & Review...if required.

We would be pleased to provide the above for the net price of: $29,524.07
(plus applicable sales tax)

Thanks Steve Pack

Accepted by: _____
for: Williamson County
Date: _____

M[redacted] TACLA[redacted]
15705 Brenda Street Austin, Texas 78758
Regulated by the Texas Department of Licensing and Regulations PO Box 12157 Austin, Texas 1-800-803-9202

Submittal

Project Name:

5FMech (Revision 1)

Contractor:

Engineer:

Architect:

Rep/Distributor:

Project Detail:

Customer:

Address:

City:

State:

Zip:

Submittal Date:

Submitted By:

Name:

Company:

Email:

Phone:

Submittal Stage: Design Only

Table Of Contents

Equipment Schedules....3
Design View Piping Diagrams....5
AutoCAD Piping & Wiring Diagrams....6
Submittal Documents....7
Warranty Document....18

Equipment Schedules

MITSUBISHI ELECTRIC TRANE HVAC US: CITY MULTI VRF OUTDOOR UNIT SCHEDULE

System Tag		System 1
Tag Reference		
Nominal Data	M-NET Address	51
	Model Number	PUHY-P72YNU-A
	Modules	P72
	Nominal Cooling Capacity (BTU/h)	72,000.0
	Nominal Heating Capacity (BTU/h)	80,000.0
Design Conditions	Design Cooling Outdoor Temp DB (°F)	95.0
	Design Heating Outdoor Temp WB (°F)	43.0
Performance Data	Corrected Cooling Total Capacity (BTU/h)	70,943.7
	Corrected Heating Capacity (BTU/h)	79,283.3
Electrical Data	Voltage / Phase	460V / 3-phase 3-wire
	MCA 208/230 or [460V]	11
	Recommended Fuse Size (RFS)	15
	MOCP	15
Notes / Options	Applicable System Notes - See Notes Below	1, 2, 3, 4, 5

Notes & Options:

1 Nominal cooling capacities are based on indoor coil EAT of 80/67°F (DB/WB), outdoor of 95°F (DB)
2 Nominal heating capacities are based on indoor coil EAT of 70°F (DB), outdoor of 43°F (WB)
3 Efficiency values for EER, IEER, COP are based on AHRI 1230 test method for mixture of ducted & non-ducted indoor units.
4 For systems with multiple modules, refrigerant pipe dimensions indicate total system combined piping downstream of module twinning.
5 Added field charge listed is in addition to factory charge, this must be updated based upon final as-built piping layout.

MITSUBISHI ELECTRIC TRANE HVAC US: CITY MULTI VRF INDOOR UNIT SCHEDULE

	System Tag	System 1	System 1	System 1
	Tag Reference			
Nominal Data	Room Name			
	Model	PKFY-P30NKMU-E2.TH	PKFY-P30NKMU-E2.TH	PKFY-P12NLMU-E.TH
	Type	Wall -Mounted	Wall -Mounted	Wall -Mounted
	Nominal Cooling Capacity (BTU/h)	30,000.0	30,000.0	12,000.0
	Nominal Heating Capacity (BTU/h)	34,000.0	34,000.0	13,500.0
Design Conditions	Cooling Design Entering Temp DB/WB (°F) / [Water in temp]	80.0/67.0	80.0/67.0	80.0/67.0
	Heating Design Entering Temp DB/WB (°F) / [Water in temp]	70.0	70.0	70.0
	Cooling Diversity Full/Partial (See Note 5, 6)	FULL DEMAND	FULL DEMAND	FULL DEMAND
	Heating Diversity Full/Partial (See Note 5, 6)	FULL DEMAND	FULL DEMAND	FULL DEMAND
	Refrig Pipe Dim Liquid/Suction (inch)	3/8 / 5/8	3/8 / 5/8	1/4 / 1/2
Performance Data	Cooling Total Capacity (BTU/h)	29,559.9	29,559.9	11,823.9
	Cooling Sensible Capacity (BTU/h)	21,906.1	21,906.1	8,016.7
	Heating Capacity (BTU/h)	33,075.3	33,075.3	13,132.8
Fan / Water Flow Data	Fan Speed Setting	HIGH	HIGH	HIGH
	Peak Fan Airflow (cfm) / [Design gpm]	918	918	297
	Max Fan ESP Setting 208V/230V (IN WG)			
Electrical Data	Voltage / Phase	208/230V/1-phase	208/230V/1-phase	208/230V/1-phase
	Electrical MCA/MFS	0.63(208V)/0.63(230V)/15	0.63(208V)/0.63(230V)/15	0.24/0.24/15
Notes / Options	Applicable System Notes - See Notes Below	1, 2, 3, 4, 5, 6	1, 2, 3, 4, 5, 6	1, 2, 3, 4, 5, 6

Notes & Options:

1 Nominal cooling capacities are based on indoor coil EAT of 80/67°F (DB/WB), outdoor of 95°F (DB)
2 Nominal heating capacities are based on indoor coil EAT of 70°F (DB), outdoor of 43°F (WB)
3 See outdoor unit schedule for outdoor ambient conditions, connected capacity, and other factors associated with corrected capacities
4 See schematic piping/control diagram for indication of required indoor unit remote controllers, system controllers, and integration devices.
5 Full demand corrected capacity includes de-rate associated with indoor vs. outdoor connected capacity indicated on outdoor unit schedule for associated system. Partial corrected capacity assumes sufficient diversity exists such that the connected capacity de-rate does not apply. It is the designer's responsibility to ensure "Diamond System Builder" is set in the appropriate output capacity setting (full demand/partial demand) prior to generating this schedule.
6 It is recommended to always base heating corrected capacity on full demand.

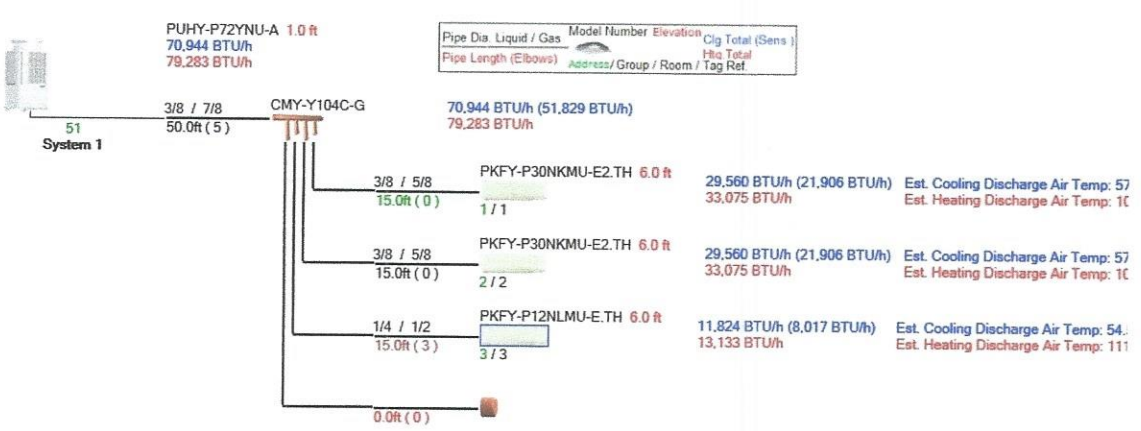
Design View Piping Diagrams

loor Units:	3 / 1 to 18	
pacity:	72 / 36 to 93	(100.0%)
Connectable capacity is not actual capacity.		
tal Pipe Length:	104.2 / 3280.0	feet
rthest Actual:	65.0 / 541.0	feet
rthest Equiv.:	74.2 / 623.0	feet
er 1st Branch Actual:	15.0 / 295.0	feet
er 1st Branch Equiv.:	18.4 / 295.0	feet
rection Factors		
utdoor Unit Capacity:	1.00	1.00
mperature:	1.00	1.00
ping Length:	0.98	0.99
efrosting:	-	1.00
ser Derate:	1.00	1.00
tal Derate:	0.99	0.99
ditional Refrigerant:	10.1	lb
tal Refrigerant Amount:	24.4	lb

nditions (°F)

oling
loor DB 80.0 Humidity 51.8% Indoor WB 67.0
tdoor DB 95.0

ating
loor DB 70.0
tdoor DB 47.0 Humidity 72.8% Outdoor WB 43.0



AutoCAD Piping & Wiring Diagrams

This drawing is schematic in nature. Final routing of piping & wiring shall be determined by the installing contractor and/or designer of record

Additional refrigerant charge is needed depending on the size and length of extended piping. Please refer the amount of pre-charge and the formula of calculation which is mentioned on the data book.

1.25mm²(16 AWG) : 1.25mm²(16 AWG) or more. 0.75mm²(20 AWG) : between 0.5mm²(24 AWG) and 0.75mm²(20 AWG).

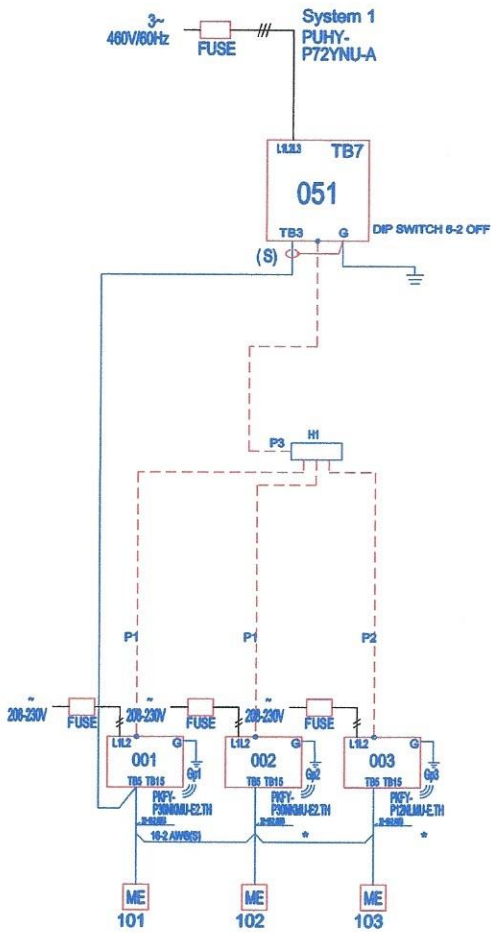
CITY MULTI

SYSTEM SCHEMATIC DWG.

DIAGRAM SYMBOL LEGEND	
DISPLAY	DESCRIPTION
—//—	POWER WIRE
———	CONTROL WIRE
———	REF. PIPE

CONT.No		PAGE	

PIPING AND CONTROLS	
SYMBOL	BRANCH PIPE MODEL NAME
H1	CMY-Y104C-G
SYMBOL	LIQUID PIPE/GAS PIPE SIZE
P1	3/8 / 5/8
P2	1/4 / 1/2
P3	3/8 / 7/8
NOTES	
* If the thermostat wiring greater than 32' then use 16-2 AWG only	



Diamond System Builder
sw: 4.4.0.14
db: 4.4.0.13
8/9/2022 4:54 PM

REMARKS
Originator: Steve Schaaf
Comments:

Submittal Documents

CITYMULTI

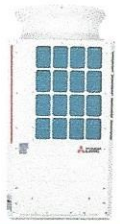
6-TON PUHY-P72YNU-A(-BS)

MITSUBISHI ELECTRIC

Job Name:

System Reference: Date:

460V OUTDOOR VRF HEAT PUMP SYSTEM



UNIT OPTION

- ☐ Standard Model PUHY-P72YNU-A
- ☐ Seacoast (BS) Model PUHY-P72YNU-A-BS

ACCESSORIES

- ☐ Header Kit ..... for details see Pipe Accessories Submittal
- ☐ Joint Kit ..... for details see Pipe Accessories Submittal
- ☐ Low Ambient Kit ..... for details see Low Ambient Kit Submittal
- ☐ Panel Heater Kit ..... for details see Panel Heater Kit Submittal
- ☐ Snow/Hail Guards Kit ..... for details see Snow/Hail Guards Kit Submittal

Specifications Unit Type			System PUHY-P72YNU-A(-BS)
Cooling Capacity (Nominal)		BTU/H	72,000
Heating Capacity (Nominal)		BTU/H	80,000
Guaranteed Operating Range[1]	Cooling[2]	°F [°C]	23~126 [-5.0~52.0]
	Heating[3]	°F [°C]	-4~60 [-20.0~15.5]
Extended Operating Range	Heating	°F [°C]	-18~60 [-28.0~15.5]
External Dimensions (H x W x D)		In. [mm]	71-10/16 x 36-4/16 x 29-3/16 [1,818 x 920 x 740]
Net Weight		Lbs. [kg]	512 [232]
External Finish			Pre-coated galvanized steel sheet (+powder coating for -BS type) <MUNSELL 3Y 7.8/1.1 or similar>
Electrical Power Requirements	Voltage, Phase, Hertz, Power Tolerance		460V, 3-phase, 60 Hz, ±10%
Minimum Circuit Ampacity		A	11.0
Maximum Overcurrent Protection		A	15
Recommended Fuse Size		A	15
Recommended Minimum Wire Size		AWG [mm]	14 [2.1]
SCCR		kA	5
Refrigerant Piping Diameter	Liquid (High Pressure)	In. [mm]	3/8 [9.52] Brazed
	Gas (Low Pressure)	In. [mm]	7/8 [22.2] Brazed
Max. Total Refrigerant Line Length		Ft.	3280
Max. Refrigerant Line Length (Between ODU & IDU)		Ft.	541
Max. Control Wiring Length		Ft.	1640
Indoor Unit Connectable	Total Capacity		50.0~130.0% of outdoor unit capacity
	Model/Quantity		P05~P72/1.0~15.0
Sound Pressure Levels		dB(A)	55.0–57.5
Sound Power Levels		dB(A)	74.0/76.5
FAN[4]	Type x Quantity		Propeller fan x 1
	Airflow Rate	CFM	6000
	External Static Pressure	In. WG	Selectable; 0.00, 0.12, 0.24, 0.32 In. WG; factory set to 0 In. WG
Compressor Operating Range			21.0% to 100.0%
Compressor	Type x Quantity		Inverter scroll hermetic compressor x 1
Refrigerant	Type x Original Charge		R410A x 14 lbs + 5.0 oz [6.5 kg]
Protection Devices	High Pressure Protection		High pressure sensor, High pressure switch at 4.15 MPa (601 psi)
	Inverter Circuit (Comp./Fan)		Over-current protection
	Fan Motor		Over-current protection
AHRI Ratings (Ducted/Non-ducted)	EER		13.1/13.5
	IEER		24.8/31.5
	COP		3.97/4.34

NOTES:
Nominal cooling conditions (Test conditions are based on AHRI 1230)
Indoor: 80°FD.B./67°FW.B. (26.7°CD.B./19.4°CW.B.), Outdoor: 95°FD.B. (35°CD.B.)
Nominal heating conditions (Test conditions are based on AHRI 1230)
Indoor: 70°FD.B. (21.1°CD.B.), Outdoor: 47°FD.B./43°FW.B. (8.3°CD.B./6.1°CW.B.)

[1]Harsh weather environments may demand performance enhancing equipment. Ask your Mitsubishi Electric representative for more details about your region
[2]For details on extended cooling operation range down to -10° F DB, see Low Ambient Kit Submittal
[3]When applying product below -4°F, consult your design engineer for cold climate application best practices, including the use of a backup source for heating
[4]Unit will continue to operate in extended operating range, but capacity is not guaranteed

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OUTDOOR UNIT: PUHY-P72YNU-A(-BS) – DIMENSIONS

PUHY-P72YNU-A(-BS)

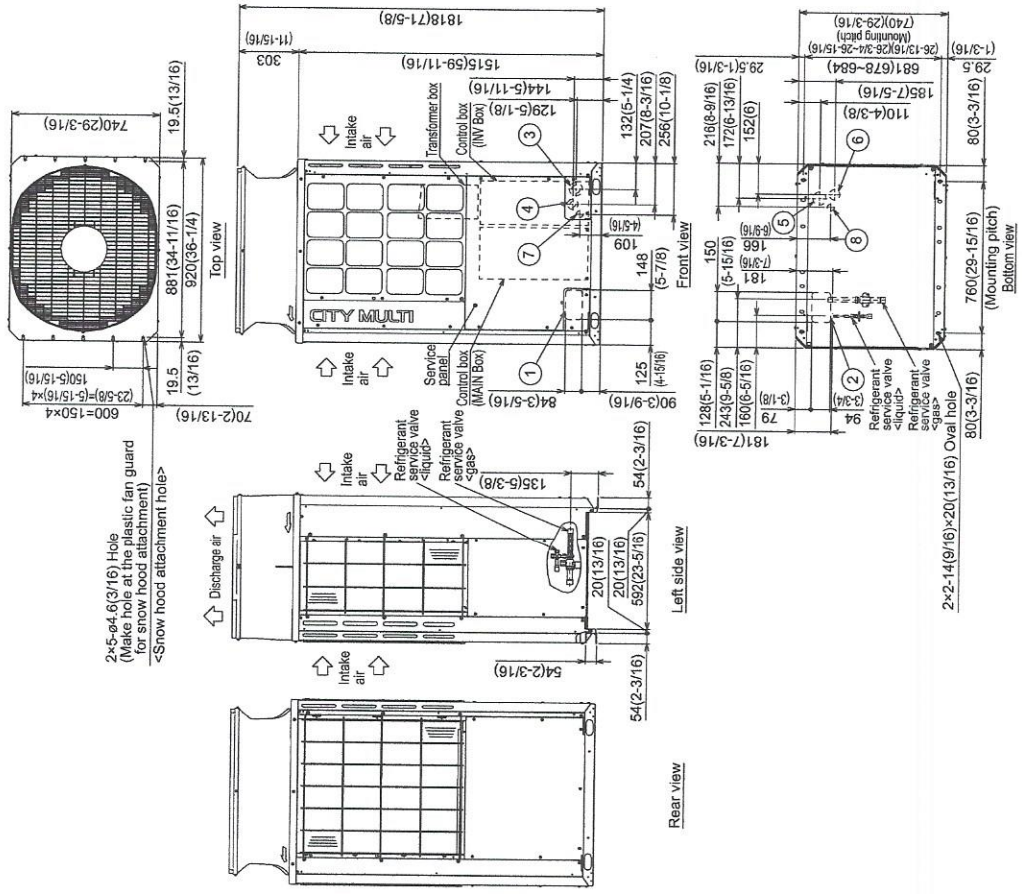
Unit: mm (in.)

Note 1. At brazing of pipes, wrap the refrigerant service valve with wet cloth and keep the temperature of refrigerant service valve under 120°C(248°F).

Connecting pipe specifications

Model	Diameter			
	Refrigerant pipe		Service valve	
	Liquid	Gas	Liquid	Gas
P72	ø9.52(3/8)Brazed	ø22.2(7/8) Brazed	ø9.52(3/8)	ø22.2(7/8)

NO.	Usage		Specifications
①	For pipes	Front through hole	148(5-7/8) × 84(3-5/16) Knockout hole
②		Bottom through hole	150(5-15/16) × 94(3-3/4) Knockout hole
③	For wires	Front through hole	ø62.7(2-1/2) or ø34.5(1-3/8) Knockout hole
④		Front through hole	ø43.7(1-3/4) or ø22.2(7/8) Knockout hole
⑤		Bottom through hole	ø65(2-9/16) Knockout hole
⑥		Bottom through hole	ø52(2-1/16) Knockout hole
⑦	For transmission cables	Front through hole	ø34(1-3/8) Knockout hole
⑧		Bottom through hole	ø34(1-3/8) Knockout hole



NOTES:
SEACOAST PROTECTION
Anti-corrosion Protection: A coating treatment is applied to condenser coil for protection from air contaminants.
Standard: Salt Spray Test Method - no unusual rust development to 480 hours.
Sea Coast (BS): Salt Spray Test Method (JRA 9002) - no unusual rust development to 960 hours.

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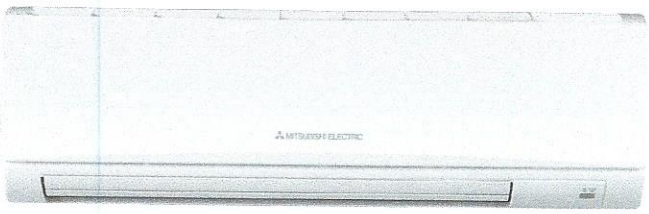
FORM# PUHY-P72YNU-A - 202105

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Job Name:

Schedule Reference: | Date:



GENERAL FEATURES

- Dual set point functionality
- Compact, lightweight, shiny-white, flat-panel design
- Quiet operation
- Multiple fan-speed settings
- Intake grille filter is easily removed for cleaning
- Wireless receiver on board

OPTIONS

- ☐ Condensate Pump.....SI1730-230
- ☐ CN24 Relay Kit.....CN24RELAY-KIT-CM3

SPECIFICATIONS

Capacity*
Cooling.....30,000 Btu/h
Heating.....34,000 Btu/h

Power
Power Source.....208 / 230V, 1-phase, 60Hz

Power Consumption
Cooling.....0.07 kW
Heating.....0.07 kW

Current
Cooling.....0.50 A
Heating.....0.50 A
Minimum Circuit Ampacity (MCA).....0.63 A
Maximum Overcurrent Protection (MOCP) Fuse.....15 A

ExternalFinish.....MunsellNo.1.0Y9.2/0.2

External Dimensions
Inches.....14-3/8 H x 46-1/16 W x 11-5/8 D
mm.....365 H x 1,170 W x 295 D

Net Weight
Unit.....46 lbs. / 21 kg

Coil Type.....Cross Fin
(Aluminum Plate Fin and Copper Tube)

Fan
Type x Quantity.....Line Flow Fan x 1
Airflow Rate (Low-High).....710 - 920 CFM
Motor Type.....Direct-drive DC Motor

Air Filter.....Polypropylene Honeycomb

Refrigerant Piping Dimensions
Liquid (High Pressure).....3/8" / 9.52 mm (Flare)
Gas (Low Pressure).....5/8" / 15.88 mm (Flare)

Drainpipe Dimension.....I.D. 5/8" / 16 mm

Sound Pressure Levels
Low-High.....43 - 49 dB(A)

* Cooling / Heating capacity indicated at the maximum value at operation under the following conditions:
Cooling | Indoor: 80° F (27° C) DB / 67° F (19° C) WB, Outdoor 95° F (35° C) DB
Heating | Indoor: 70° F (21° C) DB, Outdoor 47° F (8° C) DB / 43° F (6° C) WB

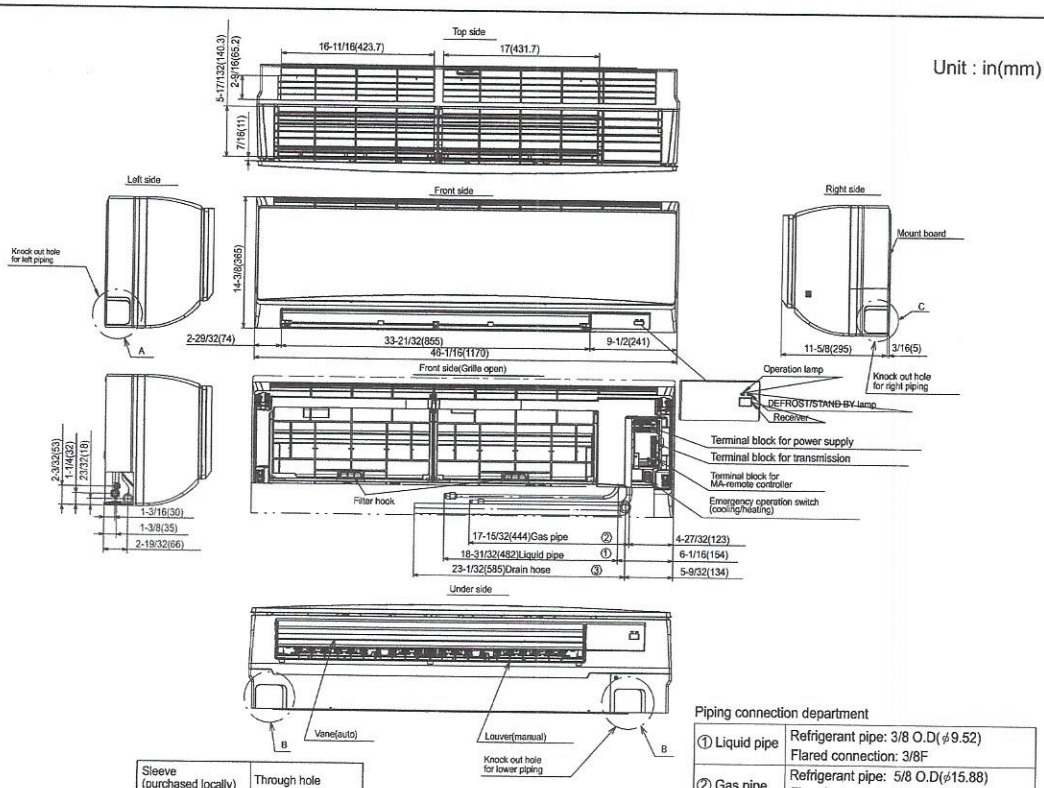
Notes:



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Model: PKFY-P30NKMU-E2.TH – DIMENSIONS

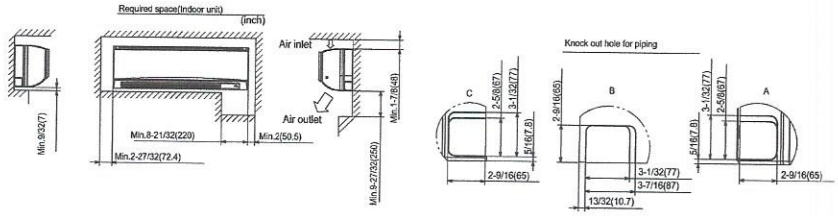
Unit : in(mm)

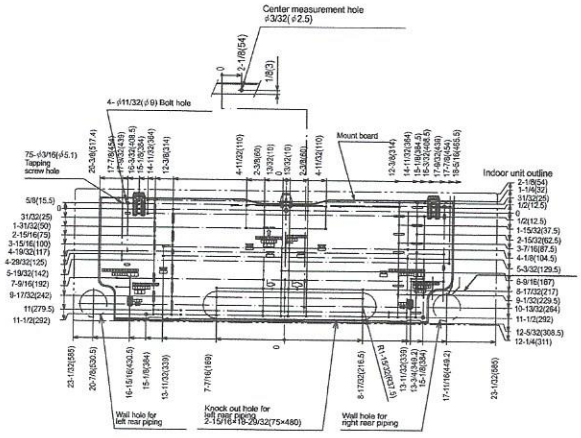


Sleeve (purchased locally)	Through hole
ϕ2-15/16 (ϕ75)	ϕ2-15/16~ϕ3-5/32 (ϕ75~ϕ80)

Piping connection department

① Liquid pipe	Refrigerant pipe: 3/8 O.D(ϕ9.52) Flared connection: 3/8F
② Gas pipe	Refrigerant pipe: 5/8 O.D(ϕ15.88) Flared connection: 5/8F
③ Drain hose	5/8(ϕ16) I.D





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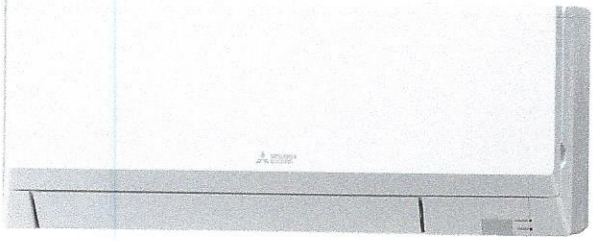
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PKFY-P12NLMU-E
12,000 BTU/H WALL MOUNT

Job Name:
System Reference: Date:



GENERAL FEATURES

- Dual set point functionality
- Compact, lightweight, flat-white, flat-panel, modern design
- Quiet operation
- Multiple fan speed settings
- Easily removed intake grille filter for cleaning
- Back and right-side wiring take-out
- Wireless receiver on board

Specifications Unit Type			System PKFY-P12NLMU-E
Cooling capacity (Nominal)[1]		BTU/H	12,000
Heating capacity (Nominal)[1]		BTU/H	13,500
Power source	Voltage, Phase, Hertz		208/230V, 1-phase, 60 Hz
Power Consumption	Cooling	kW	0.04
	Heating	kW	0.03
Current	Cooling	A	0.4
	Heating	A	0.3
MCA		A	0.24
Maximum Overcurrent Protection (MOCP)		A	15
Recommended Fuse Size		A	15
External finish			Plastic, MUNSELL (0.7PB 9.2/0.4)
External Dimensions		In. [mm]	30-7/16 x 9-11/32 x 11-25/32 [733 x 237 x 299]
Net weight		Lbs [kg]	24.5 [11.1]
Heat exchanger			Cross fin (Aluminum fin and copper tube)
Fan	Type x quantity		Line flow fan x 1
	Airflow rate	CFM	152–191–244–297
	Motor type		DC Motor
	Motor Output	kW	.03
	Motor FLA	A	0.19
Sound pressure level (Measured in anechoic room)³		dB(A)	24–31–37–41
Air filter			PP honeycomb
Diameter of refrigerant pipe (O.D.)	Liquid (High Pressure)	In. [mm]	1/4 [6.35] Flare
	Gas (Low Pressure)	In. [mm]	1/2 [12.70] Flare
Diameter of drain pipe		In. [mm]	I.D. 5/8 [16]

NOTES:
[1]Cooling / Heating capacity indicated at the maximum value at operation under the following conditions:
Cooling | Indoor: 80° F (26.7° C) DB / 67° F (19.4° C) WB; Outdoor 95° F (35° C) DB
Heating | Indoor: 70° F (21.1° C) DB; Outdoor 47° F (8.3° C) DB / 43° F (6.1° C) WB

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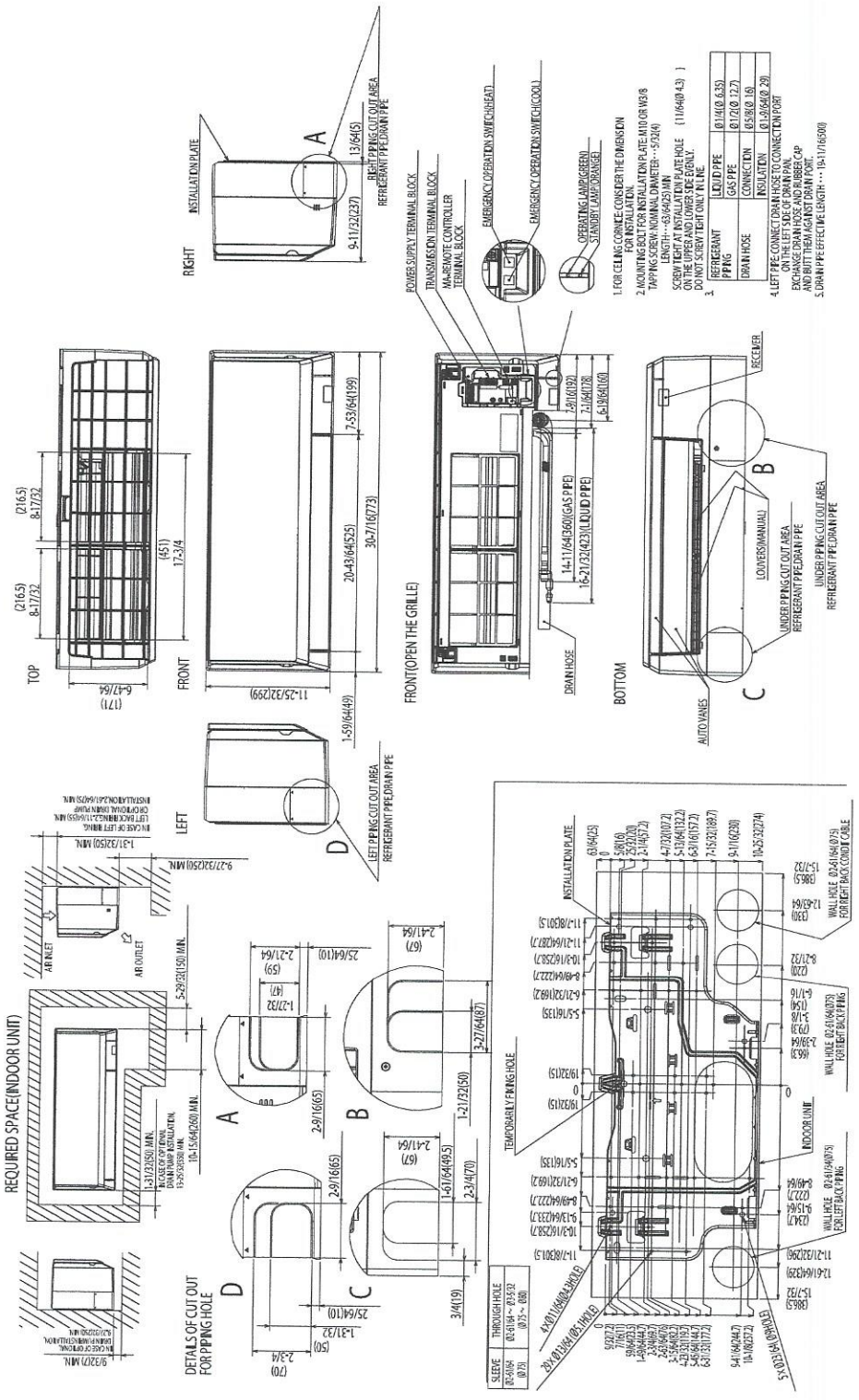
INDOOR UNIT ACCESSORIES: PKFY-P12NLMU-E

Control Interface	3-Pin Connector	☐ PAC-715AD
	BACnet® and Modbus Interface	☐ PAC-UKPRC001-CN-1
	CN24 Relay Kit	☐ CN24RELAY-KIT-CM3
	Connector and wire for Operation status/error using CN51	☐ PAC-725AD
	IT Extender	☐ PAC-WHS01IE-E
	kumo station® for kumo cloud®	☐ PAC-WHS01HC-E
	Thermostat Interface	☐ PAC-US444CN-1
	Wireless Interface for kumo cloud®	☐ PAC-USWHS002-WF-2
Remote Sensor	Flush Mount Temperature Sensor	☐ PAC-USSEN001-FM-1
	Remote Temperature Sensor	☐ PAC-SE41TS-E
	Wireless temperature and humitity sensor for kumo cloud®	☐ PAC-USWHS003-TH-1
Terminal Signal Adapter	Terminal Signal Adapter	☐ PAC-IT51AD-E
	Terminal Signal Adapter	☐ PAC-IT52AD-E
Wired Remote Controller	Deluxe Wired MA Remote Controller†	☐ PAR-40MAAU
	Simple MA Remote Controller†	☐ PAC-YT53CRAU-J
	Touch MA Controller†	☐ PAR-CT01MAU-SB
Wireless Remote Controller	kumo touch™ RedLINK™ Wireless Controller	☐ MHK2
	Wireless MA Receiver	☐ PAR-FA32MA-W
Condensate	Blue Diamond MultiTank — collection tank for use with multiple pumps	☐ C21-014
	Blue Diamond Sensor Extension Cable — 15 Ft.	☐ C13-103
	Drain Pan Level Sensor/Control	☐ SS610E
	Fascia Kit for MicroBlue Pump, mounts the MicroBlue and sensor directly beneath indoor unit	☐ T18-016
	Sauermann Condensate Pump	☐ SI30-230
Disconnect Switch	(30A/600V/UL) [fits 2" X 4" utility box] - Black	☐ TAZ-MS303
	(30A/600V/UL) [fits 2" X 4" utility box] - White	☐ TAZ-MS303W

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INDOOR UNIT DIMENSIONS: PKFY-P12NLMU-E

Unit: in(mm)



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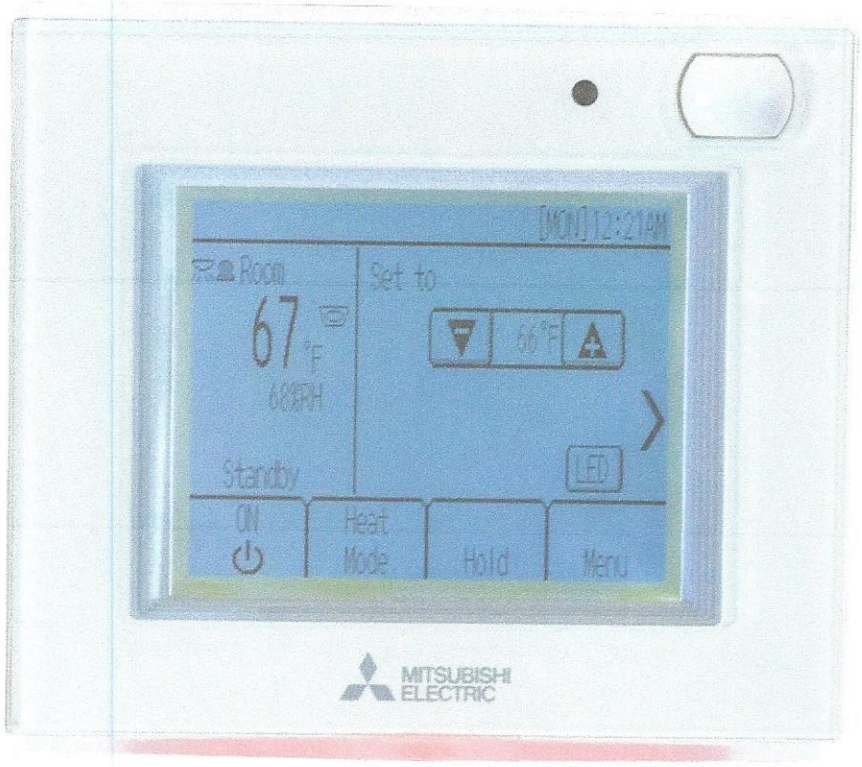
FORM# PKFY-P12NLMU-E - 202107

Intertek

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Job Name:
System Reference: Date:



CAPABILITIES:

- Language Options:
  - English, Spanish, French
- Controller Interface
  - Touch panel
  - Backlit LCD
  - Occupancy Sensor
    - Sensitivity level adjustable (-2 to +2)
    - Test mode for vacancy & occupancy
  - Brightness Sensor
    - Sensitivity level adjustable (0 to 100,000+ lux)
    - Test current luminance
  - Temperature Sensor
  - Humidity Sensor
  - LED indicator
- Energy-save control options with occupancy sensor, brightness sensor, and date & time:
  - On/Off
  - Setback mode
  - Set Temperature offset
    - Offset value = 2° F to 8° F (1° F-increments)
    - Auto-away time = 0:00 to 24:00 (hour: minute in 1-minute increments)
    - Detection Level: -2 to 2
  - Fan speed down
  - Thermo-off
  - Non-Use (Deactivates)
  - Override Energy-Save options
    - Brightness Sensor: Light or Dark
    - Date & Time: Weekly schedule
- LED Indicator adjustable options:
  - Different adjustable colors per operation mode
    - Optional 3 level color specific room temperature range
  - Blinks for error notification
  - Unique adjustable color during Energy-save
  - Off when unit is Off
  - Inverts the LED brightness (High/Low)
    - Occupancy is detected (Adjustable)
    - Touch panel is touched (Adjustable)
  - Brightness sensor changes LED Brightness:
    - Brighten, Darken, Off
- Disable LED Indicator entirely
- Basic Operations
  - On/Off
  - Operation Mode:
    - Heat, Cool, Drying, Fan, Auto (Dual and Single Set point), Setback
  - Set Temperature:
    - 40° F to 95° F (connected model dependent)
  - Fan Speed
  - Air Direction:
    - Auto, Step 1-5, Swing
  - Louver:
    - Off, Swing On
  - Interlocked LOSSNAY control: Off, Low, High
  - Hold Function:
    - Disable Schedule, On/Off timer, Auto-Off timer, Auto return
  - Humidity setpoint (Requires AHC)
- Date & time
  - Adjustable format
  - Daylight Savings
- Weekly Schedule
  - Time
  - On/Off
  - Operation Mode
  - Set Temperature
  - Home screen display icon
- On/Off Timer
  - Adjustable in 5-minute increments
  - Repeatable
  - Home screen display icon
- Auto-Off timer
  - Range of 30 to 240 minutes in 10-minute increments
  - Home screen display icon
- • Temperature unit selectable:
  - ° F, ° C (0.5 C increments)
  - ° C (1° C increments)
- Room temperature display option: Show or Hide
- Backlight timeout adjustable:
  - 5, 10, 20 ,30, 60 seconds
- Sound level adjustable:
  - Level 0 to 3 (Level 0 = No sound)
- Display Contrast adjustable:
  - -10 to +10
- Touch panel calibration
- Permit or prohibit functions
  - On/Off
  - Operation mode
  - Set temperature
  - Air direction
- Set temperature range limit for operating modes:
  - Auto (Single setpoint)
  - Cool, Dry, Auto-Cool (Dual setpoint)
  - Heat, Auto-Heat (Dual setpoint)
  - Home screen icon notification
- Auto return function
  - Range of 10 to 120 minutes in 10-minute increments
- Filter maintenance notification
- Error code notification

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MODEL: PAR-U01MEDU-K - SPECIFICATIONS, SYSTEM AND SENSOR DIAGRAMS

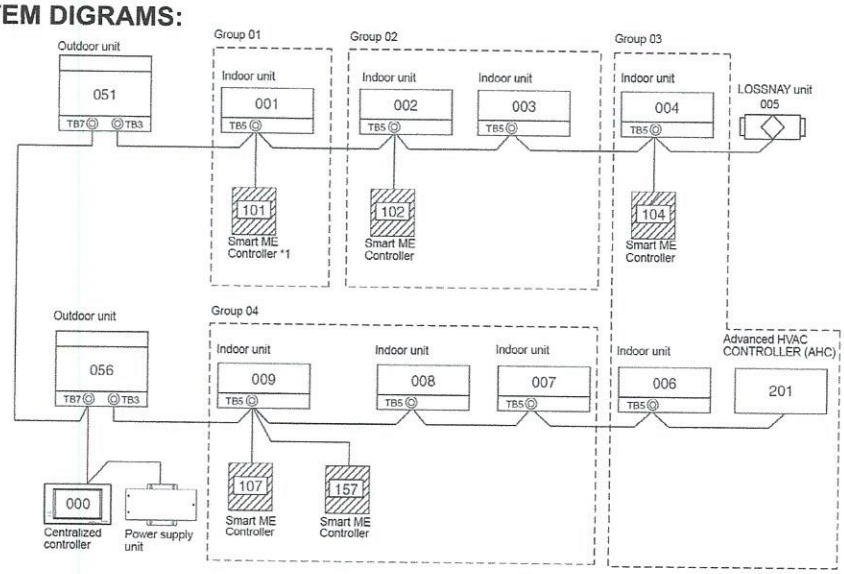
Power source		17–32 VDC *1 (for connection to M-NET only)	Receives power from outdoor units via the M-NET transmission cable. The power consumption coefficient*2 of the Smart ME Controller is "0.5".
Operating conditions	Temperature	Operating temperature range	0° C to +40° C (+32° F – +104° F)
		Storage temperature range	-20° C to +60° C (-4° F – +140° F)
	Humidity	20% to 90% RH (Non-condensing)	
Net weight	Lbs. (kg)	0.3 kg (11/16 lbs)	
Product size (W x H x D)	In. (mm)	5-17/32 x 4-3/4 Z<4-27/32> x 1 <1-5/32> (140 x 120 <123> x 25 <28.8>) * The numbers in the <> indicate the dimensions including the protruding parts.	

*1 Not for use with a generic DC power supply device.

*2 "Power consumption coefficient" is a coefficient to calculate the relative power consumption of the devices that receive power through the M-NET transmission cable.

Refer to section 4 "System diagram" in Chapter 1 in the Installation Manual.

SYSTEM DIGRAMS:



- Can control up to 16 indoor units in one group
  - The ME and MA remote contoller cannot be connected in the same group
- Up to two remote contorllers (main and sub) can be connected to an indoor unit or a group of indoor units
- Connect to TB5 on any indoor unit in same M-NET system
- Remote contoller cable (0.3 mm² (AWG 22) 2-core sheathed cable)
  - If remote controller cable exveeds 10 m (32 ft), use AWG 16

SENSOR DIAGRAMS:

Occupancy sensor

Horizontal direction

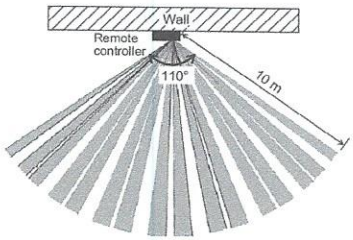


Figure 1

Vertical direction

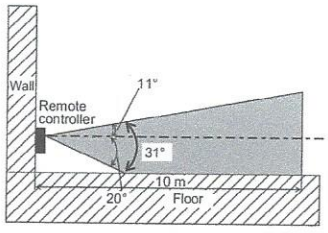


Figure 2

Brightness sensor

Horizontal direction

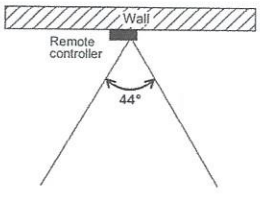


Figure 3

Vertical direction

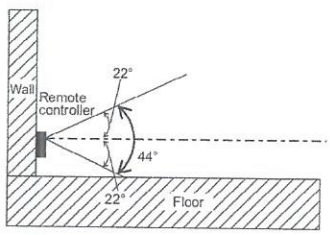
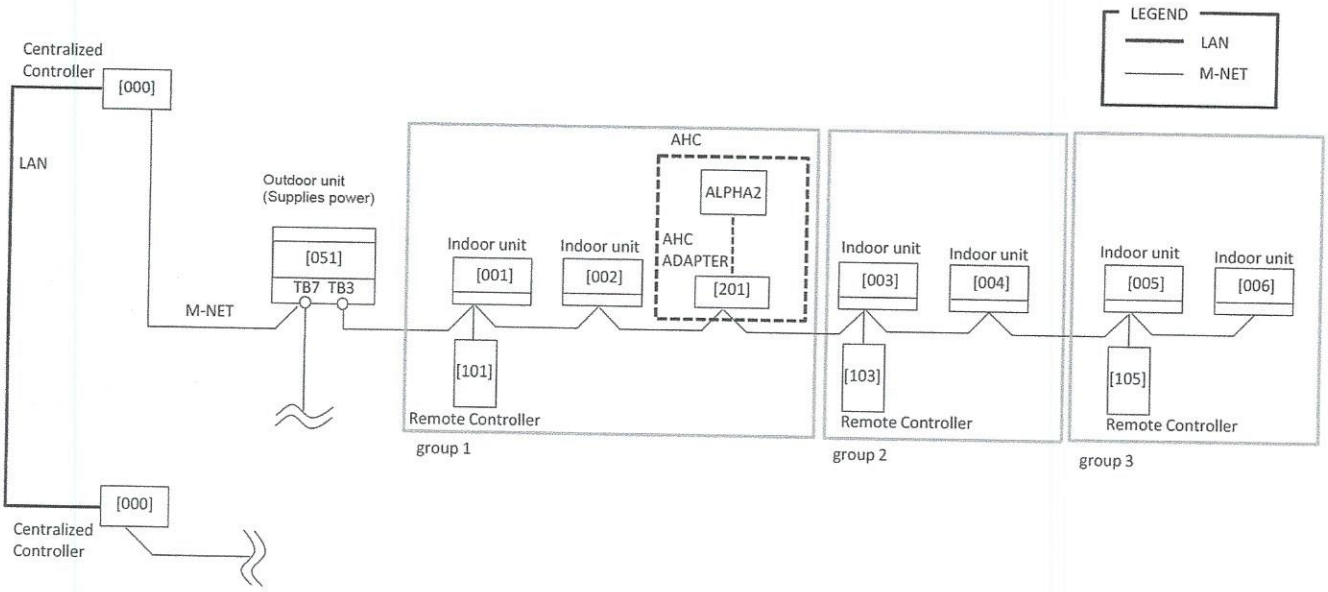


Figure 4

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MODEL: PAR-U01MEDU-K - ADVANCED HVAC COMPATIBILITY

NETWORK LAYOUT:



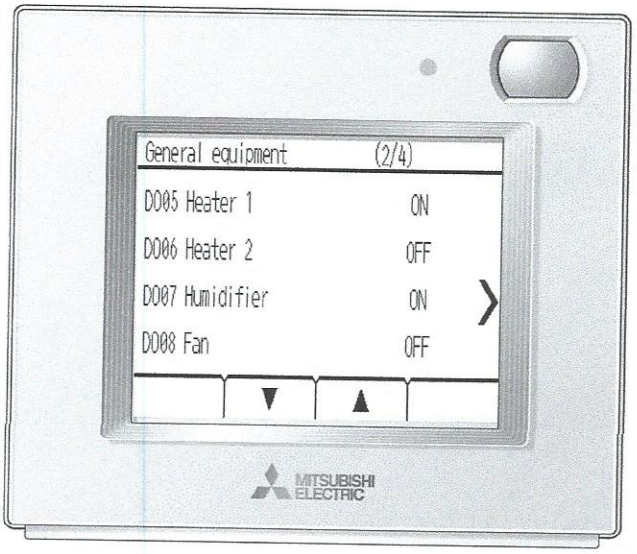
The Advanced HVAC CONTROLLER (AHC) consists of AHC ADAPTER (PAC-IF01AHC-J) and α2 SIMPLE APPLICATION CONTROLLER (ALPHA2). ALPHA2 is one type of programmable logic controller manufactured by Mitsubishi Electric Corporation.
AHC allows complex interlocked control with other manufacturer" external devices.
AHC has the following four functions:

- Function 1 Controls external devices based on information from external devices.
- Function 2 Controls M-NET devices based on information from external devices.
- Function 3 Controls M-NET devices based on information from M-NET devices.
- Function 4 Controls external devices based on information from M-NET devices.

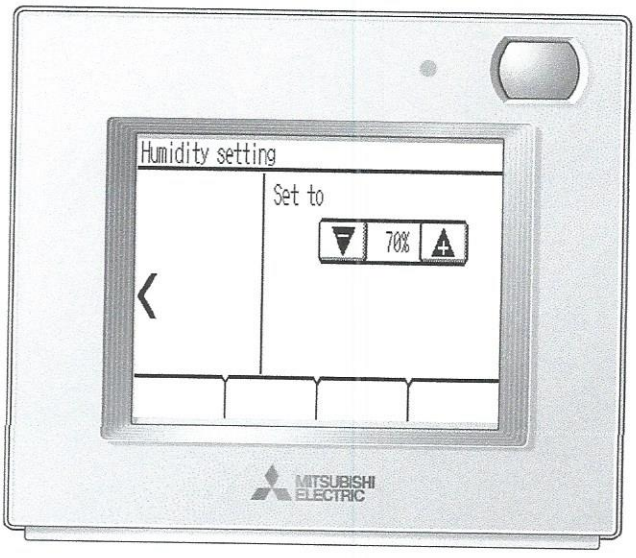
The SMART ME can display the status of external devices on the remote controller or centralized controller.

- Remote Controller requires AHC: PAR-U01MEDU-K (Smart ME Remote controller)

SMART ME WITH AHC: GENERAL EQUIPMENT MONITORING

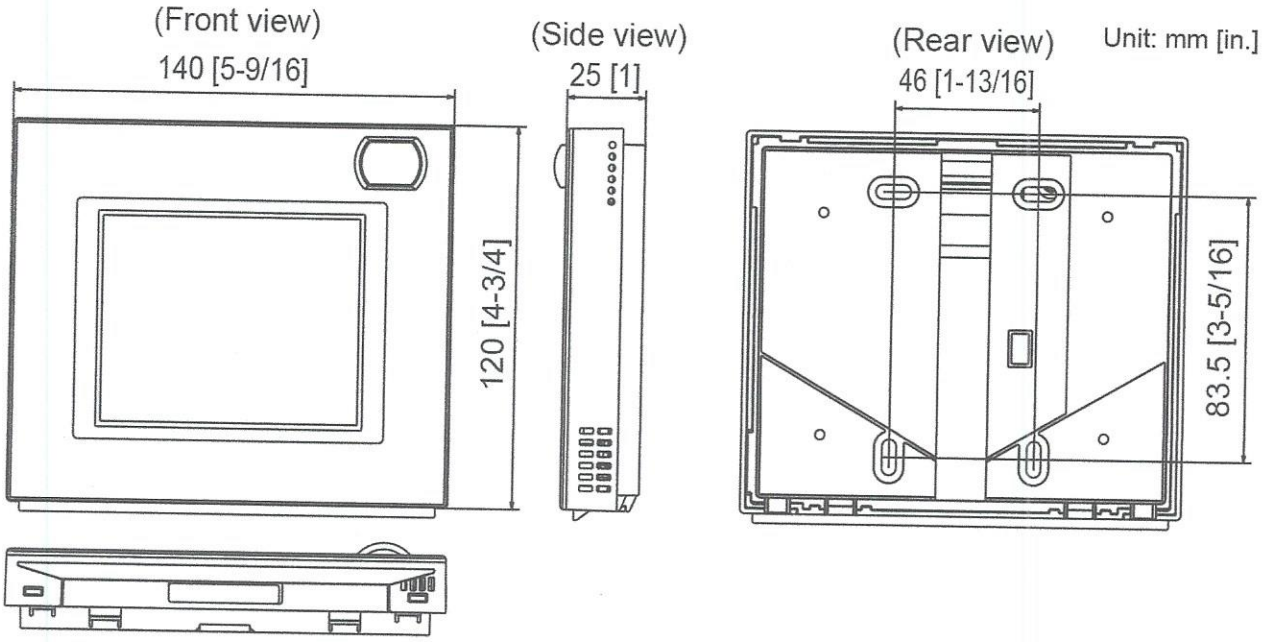


SMART ME WITH AHC: HUMIDITY CONTROL APPLICATION



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MODEL: PAR-U01MEDU-K - DIMENSIONS



NOTES:

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Commissioners Court - Regular Session **38.**

Meeting Date: 09/13/2022

Authorize issuing Advertisement for RFP #22RFP146 Solid Waste and Recycling Services at Various locations fort 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 bids under RFP #22RFP146 for Solid Waste and Recycling Services at Various locations throughout Williamson County.

Background

Williamson County is seeking qualified companies to provide commercial and roll-off dumpsters and collection for multiple years at various locations throughout Williamson County on an as needed basis. Estimates Budget: $35,000.00. Funding source: 0100-0509-4430 and the point of contact is Shantil Moore.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	09/08/2022 09:45 AM
County Judge Exec Asst.	Becky Pruitt	09/08/2022 09:45 AM
Form Started By: Johnny Grimaldo		Started On: 09/07/2022 04:47 PM
Final Approval Date: 09/08/2022		

Commissioners Court - Regular Session **39.**

Meeting Date: 09/13/2022

Authorize issuing Advertisement for RFP #22RFP143 Commercial Lease of 311 N. Main St., Georgetown, Texas 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 bids under RFP 22RFP143 Commercial Lease of 311 N. Main St., Georgetown, Texas.

Background

Williamson County is seeking qualified companies to lease the commercial building located at 311 N. Main St., Georgetown, Texas. This is a revenue line item, and the point of contact is Shantil Moore.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	09/08/2022 09:46 AM
County Judge Exec Asst.	Becky Pruitt	09/08/2022 09:47 AM
Form Started By: Johnny Grimaldo		Started On: 09/07/2022 04:47 PM
Final Approval Date: 09/08/2022		

Commissioners Court - Regular Session **40.**

Meeting Date: 09/13/2022

Diamond 2586 WA3 SA1 On Call ROW 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 3 under Williamson County Contract between Diamond Surveying and Williamson County dated May 19, 2020 for On Call Surveying Long Range Transportation Plan Controlled Access Facility Right of Way. Funding source: P457.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Diamond 2586 WA3 SA1 On Call ROW Svcs

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	08/29/2022 03:17 PM
County Judge Exec Asst.	Becky Pruitt	08/30/2022 08:50 AM
Form Started By: Vicky Edwards		Started On: 08/29/2022 12:40 PM
Final Approval Date: 08/30/2022		

SUPPLEMENTAL WORK AUTHORIZATION NO. _1_
TO
WORK AUTHORIZATION NO. _3_

WILLIAMSON COUNTY ROAD & BRIDGE DEPARTMENT
ON-CALL SURVEYING PROJECT:
LTP CONTROLLED ACCESS FACILITY ROW

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 19, 2020 ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Diamond Surveying (the "Engineer").

WHEREAS, the County and the Engineer executed Work Authorization No. _3_ dated effective November 17, 2020 (the "Work Authorization");

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

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

AGREEMENT

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

I. The Services to be Provided by the County that were set out in the original Attachment "A" of the Work Authorization are hereby amended, changed and modified as shown in the attached revised Attachment "A" (must be attached).

II. The Services to be Provided by the Engineer that were set out in the original Attachment "B" of the Work Authorization are hereby amended, changed and modified as shown in the attached revised Attachment "B" (must be attached).

III. The Work Authorization shall terminate on December 31, 2023. The Services to be Provided by the Engineer shall be fully completed on or before said date unless extended by an additional Supplemental Work Authorization. The revised Work Schedule is attached hereto as Attachment "C" (must be attached).

IV. The maximum amount payable for services under the Work Authorization is hereby increased from $150,000.00 to $165,090.00. The revised Rate Schedule is attached hereto as Attachment "D" (must be attached).

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

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

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

SURVEYOR:	**COUNTY:**
By:  _____	By: _____
Signature	Signature
___Shane Shafer_____	_____
Printed Name	Printed Name
___President_____	_____
Title	Title
___August 26, 2022_____	_____
Date	Date

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Rate Schedule

Attachment A

Services to be Provided by County

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

Attachment B

Services to be Provided by Surveyor:

The Following Scope of Services is for Three (3) Right-of-Way Acquisition Parcels for Ronald W. Ragan Blvd Ultimate ROW East Side – ROW Acquisition Parcels 43 -45

Scope of Services:

1. Preliminary Surveys (three (3) R.O.W. Acquisition Parcels): Perform office work necessary to research for current landowners per Williamson Central Appraisal District (WCAD) and record deed research and plots for Parcels to be acquired and existing right-of-way deeds for Ronald W. Reagan Blvd. and prepare field packets for field crew to find and tie existing right-of-way monumentation. Perform field work necessary to recover and verify existing control for the Ronald W. Reagan Blvd Project. Field work necessary to find and tie boundary corners and existing right-of-way monumentation and visible above ground improvements along the project Route. Office work necessary to process, analyze and determine the existing right-of-way lines for Ronald W. Reagan Blvd. and process points and line work for the improvements. Perform office work to prepare preliminary metes and bounds with sketch for use by Title Company for Commitment for Title Insurance for the tracts of land to be acquired.

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

Attachment C

Work Schedule

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

Attachment D

Rate Schedule

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

STANDARD RATE SCHEDULE

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

DIRECT LABOR

OFFICE PERSONNEL SERVICES

Classification	Rates
Registered Professional Land Surveyor	$160.00 per hour
Project Manager	$140.00 per hour
Project Surveyor	$110.00 per hour
Senior CADD Technician	$125.00 per hour

FIELD PARTY SERVICES

Classification	Rates
1-Man Field Party	$120.00 per hour
2-Man Field Party	$160.00 per hour
3-Man Field Party	$190.00 per hour

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

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

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

Basis of Estimate for Items listed in Attachment B

Attachment D, Continued
Basis of Estimate

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

Item	Description	Classification	Quantity	Units	Unit Rate	Subtotal		
1	Perform Research, Deed Plots, Prepare Standard Land Surveys	Sr. CADD Tech	30	Hours	$125.00	$3,750.00		
2	Perform Fieldwork to Find existing monumentation, Improvements	3-Man Field Party	24	Hours	$190.00	$4,560.00		
3	Monitor & Review Standard Land Surveys	Project Manager	3	Hours	$140.00	$420.00	**Subtotal**	**$8,730.00**

Schedule B Item No. 2: Final Land Title Surveys – 3 Parcels

Item	Description	Classification	Quantity	Units	Unit Rate	Subtotal		
1	Address Title Commitment to prepare Final Land Title Surveys	Sr. CADD Tech	30	Hours	$125.00	$3,750.00		
2	Set appropriate monumentation for Right-of-Way Acquisition Parcels	3-Man Field Party	9	Hours	$190.00	$1,710.00		
3	Monitor & Review Land Title Surveys	Project Manager	3	Hours	$140.00	$420.00		
4	Analyze Right-of-Way, Boundary Lines Sign and Seal Final Survey	R.P.L.S.	3	Hours	$160.00	$480.00	**Subtotal**	**$6,3600.00**

Total Amount: $15,090.00

Commissioners Court - Regular Session **41.**

Meeting Date: 09/13/2022

Diamond 2586 WA4 SA2 CR 201

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 2 to Work Authorization No 4 under Williamson County Contract between Diamond Surveying and Williamson County dated May 19, 2020 for Surveying Services for CR 201 from CR 200 to Approximately 1,100 feet North of Umbrella Sky. This supplemental is to extend the expiration date to July 1, 2022. Funding source: P499.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Diamond 2586 WA4 SA2 CR 201

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	08/31/2022 08:35 AM
County Judge Exec Asst.	Becky Pruitt	09/01/2022 09:11 AM
Form Started By: Vicky Edwards		Started On: 08/30/2022 04:26 PM
Final Approval Date: 09/01/2022		

SUPPLEMENTAL WORK AUTHORIZATION NO. _2_
TO
WORK AUTHORIZATION NO. _4_

WILLIAMSON COUNTY ROAD & BRIDGE PROJECT:
CR 201 from CR 200 to Approximately 1,100 feet North of Umbrella Sky

This Supplemental Work Authorization No. _2_ to Work Authorization No. _4_ is made pursuant to the terms and conditions of the Williamson County Contract for Surveying Services, being dated May 19, 2020 ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Diamond Surveying (the "Surveyor").

WHEREAS, the County and the Surveyor executed Work Authorization No. _4_ dated effective May 25, 2021 (the "Work Authorization");

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

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

AGREEMENT

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

I. The Work Authorization shall terminate on July 1, 2022. The Services to be Provided by the Surveyor 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).

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 Surveyor have executed this Supplemental Work Authorization, to be effective as of the date of the last party's execution below.

SURVEYOR:

By: _____
Signature

__Shane Shafer_____
Printed Name

_President_____
Title

_August 22, 2022_____
Date

COUNTY:

By: _____
Signature

_____
Printed Name

_____
Title

_____
Date

LIST OF ATTACHMENTS

Attachment C - Work Schedule

8/25/2022

Attachment C

Work Schedule

Work for survey services for topographic and tree survey within existing right-of-way of CR 201 completed and electronic DGN file with survey data sent.

Commissioners Court - Regular Session **42.**

Meeting Date: 09/13/2022

Authorize issuing Advertisement for IFB #22IFB144 Hydrated Lime Slurry 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 bids under IFB #22IFB144 Hydrated Lime Slurry for Road and Bridge Department.

Background

Williamson County is seeking qualified suppliers for the purchase and delivery of Hydrated Lime Slurry, delivered, or delivered and spread evenly on projects within Williamson County. Material shall conform to Texas Department of Transportation (TxDOT) Departmental Materials Specifications DMS-6350 “Lime and Lime Slurry” and DMS-6330 “Pre-Qualification of Lime Sources” on an as needed basis. Budgeted amount: $250,000.00. Funding source: 0200-0210-003597. The point of contact is Terron Evertson.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	09/08/2022 09:37 AM
County Judge Exec Asst.	Becky Pruitt	09/08/2022 09:44 AM
Form Started By: Johnny Grimaldo		Started On: 09/07/2022 04:47 PM
Final Approval Date: 09/08/2022		

Commissioners Court - Regular Session **43.**

Meeting Date: 09/13/2022

Authorize issuing Advertisement for IFB #22IFB145 Limestone Rock Asphalt 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 bids under IFB #22IFB145 Limestone Rock Asphalt for Road and Bridge Department.

Background

Williamson County is seeking qualified companies to provide Limestone Rock Asphalt per Item 330, Texas Department of Transportation, Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges 2014 on an as needed basis. Budgeted amount: $1,000,000.00. Funding source: 0200-0210-003550. The point of contact is Terron Evertson

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	09/08/2022 09:42 AM
County Judge Exec Asst.	Becky Pruitt	09/08/2022 09:45 AM
Form Started By: Johnny Grimaldo		Started On: 09/07/2022 04:47 PM
Final Approval Date: 09/08/2022		

Commissioners Court - Regular Session **44.**

Meeting Date: 09/13/2022

Authorize issuing Advertisement RFQ #22RFSQ147 On-Call Materials and Geotechnical Engineering Services for Roa and Bridge Department/HNTB

Submitted For: Joy Simonton **Submitted By:** Johnny Grimaldo, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids under RFQ #22RFSQ147 On-Call Materials and Geotechnical Engineering Services for Road and Bridge Department/HNTB.

Background

Williamson County is seeking professional engineers to provide statements of qualifications for On-Call Materials and Geotechnical Engineering Services. Selected firms will be hired on an as needed basis. The funding source is 01.0200.0210.004160 and 0777. Funds will also come from Road Bonds. The point of contact is Kate Wilder.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	09/08/2022 10:26 AM
County Judge Exec Asst.	Becky Pruitt	09/08/2022 10:33 AM
Form Started By: Johnny Grimaldo		Started On: 09/07/2022 04:48 PM
Final Approval Date: 09/08/2022		

Commissioners Court - Regular Session **45.**

Meeting Date: 09/13/2022

Approval of Agreement for Curb System Installation with D.I.J. Construction, Inc. for Road and Bridge Department

Submitted For: Joy Simonton **Submitted By:** Stephanie Robles, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving service contract for installation of a curb system on Gattis School Road by D.I.J. Construction, Inc. in the not-to-exceed amount of $11,673.75 and authorizing the execution of this agreement.

Background

This project is to remove and replace existing curbing system on Gattis School Road. The work includes using existing striping to facilitate the layout of the curb system, remove existing curbing and install the new 55 ft curb system with forty-eight inch (48”) posts per the attached quote. Three quotes were requested but only D.I.J. Construction, Inc. provided a written quote. Funding Source is 01.0200.0210.003542. The point of contact is John Vrabel.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Signed Agreement

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	09/08/2022 10:39 AM
County Judge Exec Asst.	Becky Pruitt	09/08/2022 10:43 AM
Form Started By: Stephanie Robles		Started On: 09/07/2022 06:01 PM
Final Approval Date: 09/08/2022		

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

CONTRACT FOR CURB SYSTEM INSTALL AND RELATED SERVICES (Road & Bride Department)

Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that any quotes, invoices or any other forms that seek to unilaterally impose contractual or quasicontractual terms are subject to the extent authorized by Texas law, including but not limited to Tex. Const. art. XI, § 7, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, and the Texas Health & Safety Code.

THIS CONTRACT is made and entered into by and between **Williamson County, Texas (hereinafter "The County")**, a political subdivision of the State of Texas, acting herein by and through its governing body, and **D.I.J. Construction, Inc. (hereinafter "Service Provider")**, P.O. Box 1609, Bertram, TX 78605 (Ph. 512-355-2766). The County agrees to engage Service Provider as an independent contractor, to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

I.

Services: Service Provider shall provide services *as an independent contractor* pursuant to terms and policies of the Williamson County Commissioners Court. Service Provider expressly acknowledges that he, she or it is not an employee of The County. The services include, but are not limited to the following items in order to complete the project:

> **As described in the attached Statement of Work/Quote, dated August 19, 2022, which is designated Exhibit "A" and incorporated herein as if copied in full.**

Should The County choose to add services in addition to those described in Exhibit(s) "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: This contract shall be in full force and effect when signed by all parties and shall continue for a reasonable time period for the specific project and shall terminate upon project completion or when terminated pursuant to paragraph X below.

III.

Consideration and Compensation: Service Provider will be compensated based as set forth in Exhibit(s). Any changes must be made by a change order or amendment and approved by the Williamson County Commissioners Court. **The not-to-exceed amount shall be $11,673.75.**

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

IV.

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

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*)	$ 500,000	$ 500,000
Aggregate policy limits:		$1,000,000

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.

Entire Contract & Incorporated Documents: 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. As described in the attached Statement of Work Proposal/Quote, dated August 19, 2022, which is incorporated herein as if copied in full; and

B. Any required insurance certificates evidencing required coverages.

VI.

No Agency Relationship: 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 himself out as an agent or official representative of The County unless expressly authorized to do so by a majority of the Williamson County Commissioners Court. 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.

VII.

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

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

VIII.

No Waiver of Sovereign Immunity or Powers: Nothing in this 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.

IX.

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.

X.

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

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.

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.

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.

Good Faith: 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.

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

_____
Printed Name

Date: _____ ____, 2022

SERVICE PROVIDER:

_____
Authorized Signature

Terry Nix
Printed Name

Date: 9-1 ____, 2022

Exhibit(s)
Statement of Work/Quote, dated August 19, 2022

D.I.J. CONSTRUCTION, INC.
P.O. BOX 1609
BERTRAM, TEXAS 78605
(512) 355-2766
(512) 355-2392 Fax

Quote
Prepared
For: WILLIAMSON COUNTY , TEXAS

August 19, 2022

Project: Placing Curb System on Gattis School Road
Williamson County, Texas

ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL PRICE
	MANUFACUTRED BY SHUR-TITE				
	INSTALL CURB SYSTEM - WITH 48" POST	EA	55.000	212.250	11,673.75
			TOTAL BID		$ 11,673.75

NOTES: >> EXISTING STRIPE TO BE PRESENT TO FACILITATE LAYOUT OF CURB SYSTEM.
>> PRICE DOES INCLUDE REMOVING ANY EXISTING CURBING SYSTEM.
>> THIS QUOTE IS JOB SPECIFIC FOR WORK ON GATTIS SCHOOL ROAD.

Accepted By:

Submitted By:

Terry Nix
Estimator

Commissioners Court - Regular Session **46.**

Meeting Date: 09/13/2022

Preliminary plat for the Mejia Ranch subdivision – Pct 4

Submitted For: Terron Evertson **Submitted By:** Adam Boatright, Infrastructure

Department: Infrastructure **Division:** Road & Bridge

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on ratifying and approving the preliminary plat for the Mejia Ranch subdivision – Precinct 4.

Background

This proposed subdivision consists of 5 lots and no new roads. Pursuant to the Commissioners Court action taken September 10, 2019, the County Engineer has approved this final plat in order to meet the review timelines set forth in House Bill 3167.

Timeline

2022-03-17 – initial submittal of preliminary plat
2022-03-30 – 1st review complete with comments
2022-04-11 – 2nd submittal of preliminary plat
2022-04-21 – 2nd review complete with comments
2022-08-01 – 3rd submittal of preliminary plat
2022-08-15 – 3rd review complete with comments
2022-08-16 – 4th submittal of preliminary plat
2022-08-30 – 4th review complete with comments clear
2022-08-31 – County Engineer approval letter sent
2022-09-08 – preliminary plat placed on the September 13, 2022 Commissioners Court agenda for consideration

Fiscal Impact

From/To	Acct No.	Description	Amount

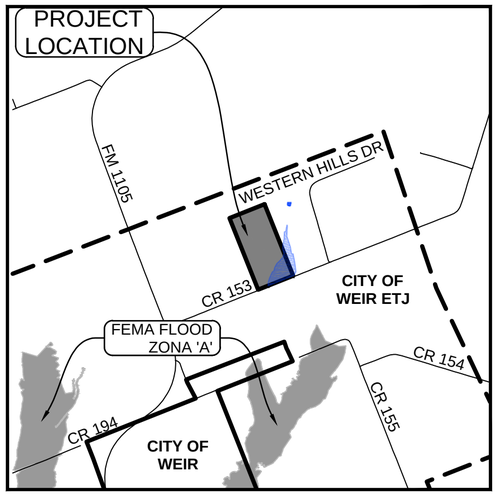
Attachments

preliminary plat - Mejia Ranch

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/01/2022 11:50 AM
Form Started By: Adam Boatright		Started On: 09/01/2022 11:43 AM
Final Approval Date: 09/01/2022		

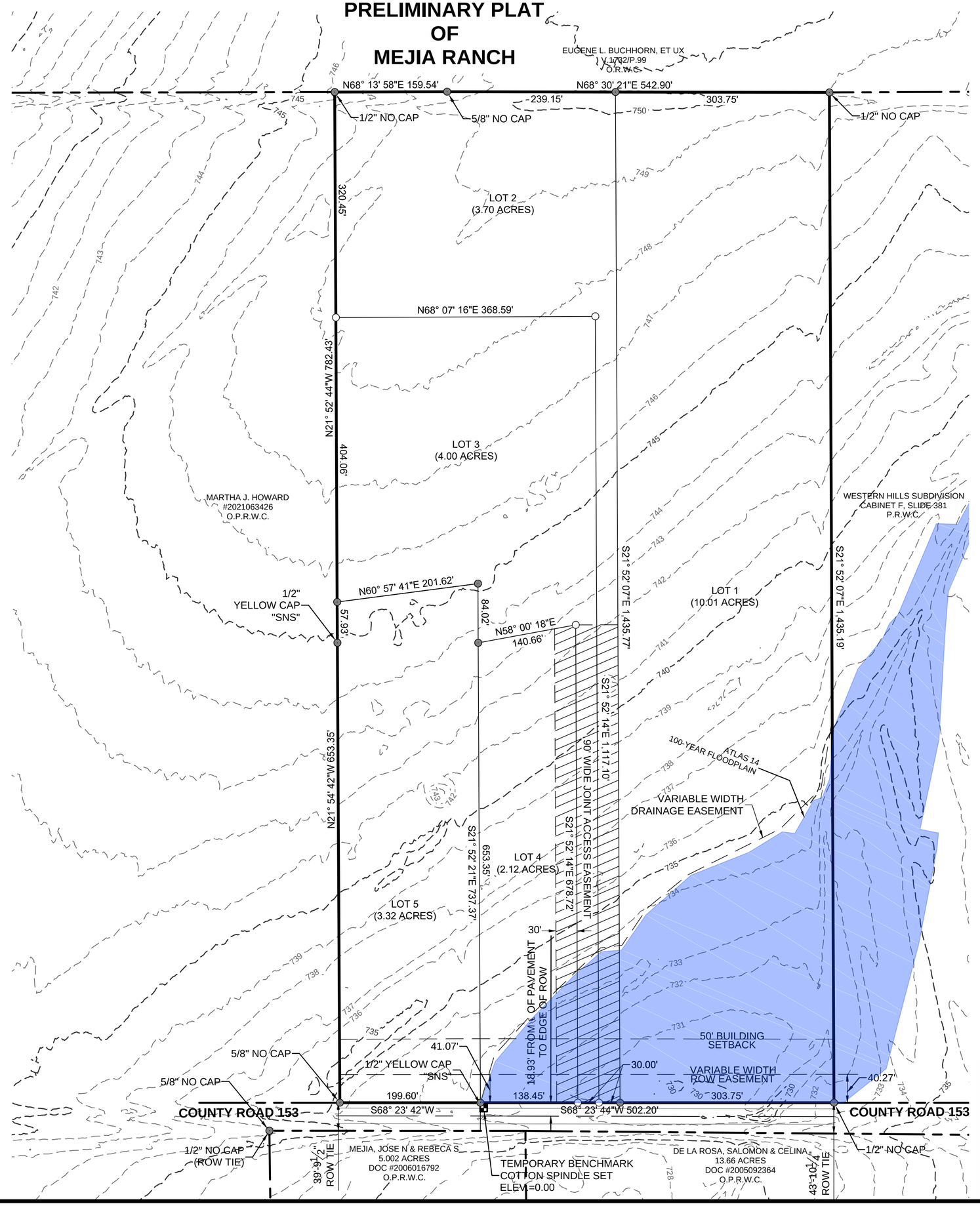
PRELIMINARY PLAT OF MEJIA RANCH



VICINITY MAP
SCALE: 1"=2,000'

LEGEND

- IRON PIN SET
- ½" IRON PIN PINK CAPPED "TLS" FOUND
- BENCHMARK
- ATLAS 14 100-YEAR FLOODPLAIN AREA



0 100 200
SCALE: 1"=100'

BEARINGS CITED HEREON BASED ON STATE PLANE COORDINATES, GRID NORTH, CENTRAL ZONE, TEXAS NAD 83 (93).

NOTES:
1. LOTS 2 AND 3 MAY NOT BE FURTHER SUBDIVIDED.
2. ALL SIDEWALKS ARE TO BE MAINTAINED BY EACH OF THE ADJACENT PROPERTY OWNERS.
3. WATER SERVICE TO BE PROVIDED BY JONAH SUD.
4. WASTEWATER SERVICE TO BE PROVIDED BY OSSF

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

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

SURVEYOR: KENNETH LOUIS CRIDER, RPLS
TEXAS LAND SURVEYING
3613 WILLIAMS DRIVE, SUITE 903
GEORGETOWN, TEXAS 78628
PHONE 512.930.1600
E-MAIL NICOLE@TEXAS-LS.COM

ENGINEER: JENNIFER HENDERSON, PE
HENDERSON PROFESSIONAL ENGINEERS
PELS FIRM F-22208
600 ROUND ROCK WEST DRIVE, SUITE 604
ROUND ROCK, TEXAS 78681
PHONE 512.350.6228
E-MAIL JEN@HENDERSONPE.COM

SUBMITTAL DATE: 1/12/2021

ORIGINAL SURVEY: SAMUEL NIMMO SURVEY
ABSTRACT NO. 481

FEMA FLOODPLAIN: THERE IS NO ENCROACHMENT OF THE 100 YEAR FLOOD PLAIN AS SHOWN ON FIRM PANEL 48491C0325F, DATED DECEMBER 20, 2019

NEW STREETS: NO NEW STREETS ARE PLANNED

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

Plotted by: Adam, Plot date: 16/08/2022, File name: h:\02 projects\2021\210702 mejia plat\07 Sheet\PP\210702 PP.dwg

Commissioners Court - Regular Session **47.**

Meeting Date: 09/13/2022

EMS CAAS Recongnition

Submitted By: Michael Knipstein, EMS

Department: EMS

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on recognizing Williamson County EMS's re-accreditation by the Commission on Accreditation of Ambulance Services (CAAS).

Background

Williamson County EMS is pleased to announce it was granted re-accreditation by CAAS with no deficiencies noted. Williamson County EMS is one of 11 out of 744 Texas EMS systems and 194 out of over 21,000 EMS systems in the United Stated to hold this accreditation.

The accreditation process required the completion of a comprehensive application and site review by national experts in Emergency Medical Services. CAAS extended the three year re-accreditation to Williamson County EMS for outstanding achievement in compliance with national standards for best practices in the Emergency Medical Services industry.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	08/30/2022 08:49 AM
Form Started By: Michael Knipstein		Started On: 08/29/2022 11:24 AM
Final Approval Date: 08/30/2022		

Commissioners Court - Regular Session **48.**

Meeting Date: 09/13/2022

Proclamation of Domestic and Teen Dating Violence Awareness Month

Submitted By: Grace Frias, District Attorney

Department: District Attorney

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving a Proclamation designating October for Domestic and Teen Dating Violence Awareness Month.

Background

Please see attached Proclamation.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

2022 Proclamation for Domestic Violence Month

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	08/23/2022 01:19 PM
Form Started By: Grace Frias		Started On: 08/23/2022 10:40 AM
Final Approval Date: 08/23/2022		

PROCLAMATION

WHEREAS, the crime of domestic violence violates the basic human rights and dignity due to systematic use of physical, emotional, sexual, psychological and economic control; and

WHEREAS, teen dating violence involves physical, sexual, verbal, emotional, economic, or other teen behaviors including harassment by texting, email or other forms of social media are committed by a person who is intending to harm, threaten, intimidate, harass, control, isolate, or monitor another person with whom they have or have had a dating relationship, and is a reality for many teenagers, one of which many parents and guardians are unaware; and

WHEREAS, the problems of domestic and teen dating violence are not confined to any particular group or groups of people, but cut across all economic, racial, gender and societal barriers, and are supported when society ignores or tolerates violence at home or in our schools, and

WHEREAS, the impact of domestic violence is wide-ranging, directly affecting individuals and society as a whole, here in this community, throughout the United States and the world, and

WHEREAS, women and men need to work together to bring safety and equality and;

WHEREAS, the Williamson County Sheriff's Office, Hope Alliance are partnering with the Williamson County Domestic Assault Response Team to promote Domestic and Teen Dating Violence Awareness in our local communities and;

WHEREAS, last year Hope Alliance provided a total of 3,178 Hotline calls and Fielded 446 online Chat Requests; Clients served other than Calls or Chats total of 1,086; services to over 949 Survivors of Domestic Violence and responded to 1,671 Hotline Calls from Survivors of or about Domestic Violence and provided 196 spent time in the Shelter; and

WHEREAS, last year Hope Alliance provided these direct services to 13,739 victims from Williamson County. In addition to these services, Hope Alliance Advocates provided 57 Court Accompaniments for clients; and

THEREFORE, BE IT PROCLAIMED, that the Williamson County Commissioners Court designates month of October 2022 as

National Domestic and Teen Dating Violence Awareness Month

And call upon the people of Williamson County to recognize and support the important work accomplished by all area Law Enforcement agencies, Hope Alliance and Williamson County Domestic Assault Response Team.

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Seal of the County of Williamson, Texas to be affixed this _____day of September 2022.

Commissioners Court - Regular Session **49.**

Meeting Date: 09/13/2022

Strategic Plan

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

Department: Commissioner Pct. #3

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on the Williamson County Strategic Plan.

Background

The Commissioners Court approved SBrand Solutions as the strategic planning consultant on July 19, 2022. The core team had its Kick-Off Meeting August 30, 2022 where it was decided that direction was needed from the Court.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/08/2022 10:07 AM
Form Started By: Rachel Rull		Started On: 09/08/2022 08:49 AM
Final Approval Date: 09/08/2022		

Commissioners Court - Regular Session **50.**

Meeting Date: 09/13/2022

2022 Benefit Fair & Wellness Expo & Important Benefit Key Dates

Submitted For: Rebecca Clemons **Submitted By:** Shelley Loughrey, Human Resources

Department: Human Resources

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action regarding the following upcoming key benefit dates and events:

- September 28th In person 2022 Annual Benefit Fair & Wellness Expo
- September 26th - October 7th, 2023 Benefits Open Enrollment Period
- December 21st - Wellness Actions for 2022 completion date
- All employees and covered spouses enrolled in a Wilco Medical Plan will need to enroll in the Virgin Pulse Wellness Platform

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	08/30/2022 02:57 PM
Form Started By: Shelley Loughrey		Started On: 08/30/2022 10:50 AM
Final Approval Date: 08/30/2022		

Commissioners Court - Regular Session **51.**

Meeting Date: 09/13/2022

MOT

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

Department: Human Resources

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on the supervisory structure, job duties and funding source for Mental Health Specialist PCN.1185.

Background

Earlier this year when the Williamson County Mobile Outreach Team disbanded, one of the Mental Health Specialists remained employed by Williamson County and was temporarily assigned to assist the Sheriff's Office CIT division. Now that we are approaching a new fiscal year, the Commissioners Court will need to determine a permanent supervisory structure, along with a funding source, and job duties for this role.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/01/2022 09:12 AM
Form Started By: Rebecca Clemons		Started On: 08/31/2022 12:27 PM
Final Approval Date: 09/01/2022		

Commissioners Court - Regular Session **52.**

Meeting Date: 09/13/2022

County Clerk Archive Plan 2022-2023 Public Hearing

Submitted For: Nancy Rister **Submitted By:** Nancy Rister, County Clerk

Department: County Clerk

Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider authorizing advertisement and setting a date for the public hearing on the 2022-2023 County Clerk's Records Archive Fund Plan for September 20th at 9:30AM.

Background

LOCAL GOVERNMENT CODE § Sec.118.025. COUNTY CLERK'S RECORDS ARCHIVE. (a) In this section:
(1) "Deterioration" means any naturally occurring process or a natural disaster that result in the destruction or partial destruction of a public document.
(2) "Preservation" means any process that:
(A) Suspends or reduces the deterioration of public documents; or
(B) Provides public access to the public documents in a manner that reduces the risk of deterioration, excluding providing public access to public documents indexed geographically.
(3) "Public document" means any instrument, document, paper, or other record that the county clerk is authorized to accept for filing or maintaining.
(4) Repealed by Acts 2005, 79th Leg., Ch. 804, Sec. 7, eff. June 17, 2005.
(5) "Restoration" means any process that permits the visual enhancement of a public document, including making the document more legible.
(b) The commissioner's court of a county may adopt a records archive fee under Section 118.011(f) as part of the county's annual budget. The fee must be set and itemized in the county's budget as part of the budget preparation process. The fee for "Records Archive" under Section 118.011(f) is for the preservation and restoration services performed by the county clerk in connection with maintaining a county clerk's records archive.
(c) The fee must be paid at the time a person, excluding a state agency, presents a public document to the county clerk for recording or filing.
(d) The fee shall be deposited in a separate records archive account in the general fund of the county. Any interest accrued remains with the account.
(e) The funds generated from the collection of a fee under this section may be expended only for the preservation and restoration of the county clerk's records archive. The county clerk shall designate the public documents that are part of the records archive for purposes of this section. The designation of public documents by the county clerk under this subsection is subject to approval by the commissioner's court in a public meeting during the budget process.
(f) The funds may not be used to purchase, lease, or develop computer software to geographically index public records, excluding indexing public records by lot and block description as provided by Section 193.009(b)(4).
(g) BEFORE collecting the fee under this section, the county clerk shall prepare an annual written plan for funding the preservation and restoration of the county clerk's records archive. The commissioner's court shall publish notice of a public hearing on the plan in a newspaper of general circulation in the county not later than the 15th day before the date of the hearing. After the public hearing, the plan shall be considered for approval by the commissioner's court. Funds from the records archive account may be expended only as provided by the plan. All expenditures from the records archive account shall comply with Subchapter C, Chapter 262. The hearing may be held during the budget process. **After establishing the fee, the plan MAY be approved annually during the budget process.**

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	08/31/2022 09:48 AM
Form Started By: Nancy Rister		Started On: 08/30/2022 06:22 PM
Final Approval Date: 08/31/2022		

Commissioners Court - Regular Session **53.**

Meeting Date: 09/13/2022

Ordering of election to be conducted November 8, 2022

Submitted For: Chris Davis **Submitted By:** Jenifer Favreau, Elections

Department: Elections

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action on ordering the General Election to be held on Tuesday, November 8, 2022.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Election order

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	08/31/2022 04:13 PM
County Judge Exec Asst.	Becky Pruitt	09/01/2022 09:17 AM
Form Started By: Jenifer Favreau		Started On: 08/24/2022 03:54 PM
Final Approval Date: 09/01/2022		

ORDER OF ELECTION – NOVEMBER GENERAL ELECTION FOR COUNTY OFFICERS
*(*ORDEN DE ELECCIÓN GENERAL POR FUNCIONARIOS DEL CONDADO*)*

An election is hereby ordered to be held on November 8, 2022, in Williamson County, Texas for the purpose of electing the following county and precinct officers as required by Article XVI, Section 65 of the Texas Constitution.

(Por la presente se ordena que se lleve a cabo una elección en la fecha 8 de noviembre de 2022 en el Condado de Williamson, Texas, con el propósito de elegir los siguientes oficiales del condado y del precinto como requerido por el Articulo XVI, Sección 65, de la Constitución de Texas.)

County Judge
Judge, County Court-at-Law No. 1
Judge, County Court-at-Law No. 2
Judge, County Court-at-Law No. 3
Judge, County Court-at-Law No. 4
District Clerk
County Clerk
County Treasurer
County Commissioner, Precinct 2
County Commissioner, Precinct 4
Justice of the Peace, Precinct 1
Justice of the Peace, Precinct 2
Justice of the Peace, Precinct 3
Justice of the Peace, Precinct 4
Constable, Precinct 3 – Unexpired term

On Election Day, Williamson County registered voters may vote at any one of the following Williamson County Vote Center locations:
(*El Día de la Elección, los votantes registrados en el Condado de Williamson deberán votar en cualquiera de los siguientes Centros de Votación en el Condado de Williamson.*)

ELECTION DAY VOTE CENTERS:
UBICACIÓN DE LOS CENTROS DE VOTACIÓN EN EL DIA DE LA ELECCIÓN):

Austin: Anderson Mill Limited District, Room A & B, 11500 El Salido Parkway, 78750
Austin: Bethany United Methodist Church, Rm D105-Ministry Center, 10010 Anderson Mill Rd, 78750
Austin: Gateway Church, Lobby, 7104 McNeil Dr, 78729
Austin: Harmony School of Endeavor, 13415 RR 620, 78717
Austin: Hartfield Performing Arts Center Lobby, 5800 McNeil Drive, 78729
Austin: Kelly Reeves Athletic Complex, Conference room, 10211 W Parmer Ln, 78717
Austin: Lord of Life Lutheran Church, Sanctuary, 9700 Neenah Ave, 78717
Austin: Rattan Creek Community Center, Great room, 7617 Elkhorn Mountain Trail, 78729
Austin: Round Rock ISD Technology Center, room 146, 7700 Cornerwood Dr, 78717
Bartlett: Bartlett City Hall, Council Chambers, 140 W Clark St, 76511
Cedar Park: Austin Sports Center, SAQ room, 1420 Toro Grande Blvd, 78613
Cedar Park: Cedar Park High School, Performing Arts Center foyer, 2150 Cypress Creek Rd, 78613
Cedar Park: Cedar Park Public Library, Community Room, 550 Discovery Boulevard, 78613
Cedar Park: Cedar Park Randalls, 1400 Cypress Creek Road, 78613
Cedar Park: Cedar Park Recreation Center, Community room, 1435 Main St, 78613
Cedar Park: Vista Ridge High School, Cafeteria/Little Theater, 200 S Vista Ridge Blvd, 78613
Coupland: St. Peter's Church, Fellowship Hall, 108 Wathen St, 78615
Florence: Andice Community Center, 6600 FM970, 76527
Florence: Florence City Hall, Council Chambers, 851 FM970, 76527
Georgetown: Cowan Creek Amenity Center Lobby, 1433 Cool Spring Way, 78633
Georgetown: First Baptist Church, Worship Center Foyer, 1333 W University Ave, 78628
Georgetown: Georgetown Annex, HR108, 100 Wilco Way, HR108, 78626
Georgetown: Georgetown City Hall, Community room, 808 Martin Luther King Jr St, 78626
Georgetown: Georgetown ISD Technology Building, Conference room, 603 Lakeway Drive, 78628
Georgetown: Georgetown Randalls, 5721 Williams Dr, 78633
Georgetown: Heritage Baptist Church, Room 103, 1601 FM971, 78626
Georgetown: Old Carver Elementary Building, 1200 W 17th St, 78626
Georgetown: Southwestern University - Howry Center, 1001 Southwestern Blvd, 78626
Georgetown: Terranova Church, Atrium, 5060 E State Hwy 29, 78626
Georgetown: The Delaney at Georgetown Village, 359 Village Commons Blvd, 78633
Georgetown: The Worship Place, Narthex, 811 Sun City Blvd, 78633
Granger: First Baptist Church, Fellowship Hall, 301 E Mesquite, 76530

Hutto: Saint Patrick Catholic Church, rooms A &B, 2500 Limmer Loop, 78634
Hutto: Wilco Hutto Annex, Suite 200, 321 Ed Schmidt Boulevard, 78634
Jarrell: Jarrell ISD Administration Building, Boardroom, 108 East Avenue F, 76537
Jarrell: Sonterra HOA Clubhouse, 510 Sonterra Blvd, 76537
Leander: ACC San Gabriel Campus, 449 San Gabriel Campus Dr, 78641
Leander: Leander Church of Christ, Classroom 1, 300 Crystal Falls Pkwy, 78641
Leander: Leander High School, Performing Arts Center foyer, 3301 S Bagdad Rd, 78641
Leander: Leander Public Library Annex, 1011 S. Bagdad Rd, 78641
Leander: Pat Bryson Municipal Hall, Council Chambers, 201 N Brushy St, 78641
Leander: Rouse High School, Library, 1222 Raider Way, 78641
Leander: Upwards Church, Foyer, 8754 RR 2243, 78641
Liberty Hill: Liberty Hill High School, Performing Arts Center lobby, 16500 W State Hwy 29, 78642
Liberty Hill: RockPointe Church, 170 CR 214, 78642
Liberty Hill: Santa Rita Ranch-Ranch House, Great Room, 175 Elizabeth Park Blvd, 78642
Round Rock: ACC Round Rock Campus, Bldg 3000 Room 3103, 4400 College Park Dr, 78665
Round Rock: Baca Senior Center, Bldg. 2 room 3, 301 W Bagdad Street, 78664
Round Rock: Brushy Creek Community Center, Maple room, 16318 Great Oaks Drive, 78681
Round Rock: Cedar Ridge High School, Auditorium lobby, 2801 Gattis School Rd, 78664
Round Rock: Dell Diamond United Heritage Center, Round Rock Room, 3400 E Palm Valley Blvd, 78665
Round Rock: Fern Bluff MUD Community Center, Canyon room, 7320 Wyoming Springs Dr, 78681
Round Rock: Forest Creek Elementary School, Portable 601 & 602, 3505 Forest Creek Dr, 78664
Round Rock: Round Rock Presbyterian Church, Fellowship Hall, 4010 Sam Bass Rd, 78681
Round Rock: Round Rock Randalls, 2051 Gattis School Road, 78664
Round Rock: Round Rock Sports Center, Tournament room, 2400 Chisholm Trl, 78681
Round Rock: Sleep Inn & Suites, meeting room, 1980 S IH 35 Frontage Rd, 78681
Round Rock: South University, Room 110, 1220 W Louis Henna Blvd, 78681
Round Rock: Williamson County Jester Annex, Anderson&Harrell room, 1801 E Old Settlers Boulevard, 78664
Round Rock: Wingate by Wyndham Williamson Conference Center Ballroom, 1209 N IH 35, 78664
Taylor: Taylor City Hall, Auditorium, 400 Porter Street, 76574
Taylor: Taylor ISD Event Center, Suite 102, 3101 N Main St, 76574
Thrall: St. John Lutheran Church, Education Center, 409 Main St, 76578
Walburg: Walburg Community Center, 4000 FM 972, 78626
Weir: Community Bible Church of Weir, Fellowship Hall, 315 FM 1105, 78626

Early Voting by personal appearance will be conducted beginning on Monday, October 24, 2022, and ending on Friday, November 4, 2022, at:

(La votación anticipada por presentación personal se llevará a cabo a partir del lunes 24 de octubre de 2022 y finalizará el viernes 4 de noviembre de 2022 en:)

Main Location - *ubicación principal*
Georgetown: Georgetown Annex, 100 Wilco Way, HR108, 78626

Full-Time Branch Locations – *ubicaciones de sucurales tiempo completo*
Austin: Anderson Mill Limited District, 11500 El Salido Parkway, 78750
Austin: Hartfield Performing Arts Center Lobby, 5800 McNeil Drive, 78729
Cedar Park: Cedar Park Public Library, 550 Discovery Boulevard, 78613
Cedar Park: Cedar Park Randalls, 1400 Cypress Creek Road, 78613
Georgetown: Cowan Creek Amenity Center, 1433 Cool Spring Way, 78633
Georgetown: Georgetown City Hall, 808 Martin Luther King Jr St, 78626
Georgetown: Georgetown ISD Technology Building, 603 Lakeway Drive, 78628
Hutto: Wilco Hutto Annex, 321 Ed Schmidt Boulevard, Suite 100, 78634
Jarrell: Jarrell ISD Administration Building, 108 East Avenue F, 76537
Leander: Leander Public Library Annex, 1011 S. Bagdad Rd, 78641
Liberty Hill: RockPointe Church, 170 CR 214, 78642
Round Rock: Baca Senior Center, 301 W Bagdad Street, Building 2, 78664
Round Rock: Brushy Creek Community Center, 16318 Great Oaks Drive, 78681
Round Rock: Round Rock Randalls, 2051 Gattis School Road, 78664
Round Rock: Williamson County Jester Annex, 1801 E Old Settlers Boulevard, 78664
Taylor: Taylor City Hall, 400 Porter Street, 76574

Dates and Times for Full-Time Locations:
(Fechas y horarios para las localidades de tiempo completo)

Monday, October 24 through Saturday, October 29 *lunes 24 de octubre al sabado 29 de octubre*	7:00 am – 7:00 pm

Sunday, October 30 *(domingo 30 de octubre)*	12:00 pm – 6:00 pm
Monday, October 31 through Friday, November 4 l*unes 31 de octubre al viernes 4 de noviembre*	7:00 am – 7:00 pm

Part-Time Branch Locations – *ubicaciones de sucurales tiempo parcial*
Bartlett: Bartlett City Hall, 140 W Clark St, 76511
Florence: Florence City Hall, 851 FM970, 76527
Granger: First Baptist Church, 301 E Mesquite, 76530
Thrall: St. John Lutheran Church, 409 Main St, 76578

Dates and Times for Part-Time Locations:
(Fechas y horarios para las localidades de tiempo parcial)

Monday, October 31 through Friday, November 4 l*unes 31 de octubre al viernes 4 de noviembre*	7:00 am – 7:00 pm

Last day to register to vote is October 11, 2022.

(El último día para registrarse para votar es el 11 de octubre de 2022.)

Applications for ballot by mail shall be mailed to:
Las solicitudes para las boletas de votación adelantada por correo deberán enviarse a:

EARLY VOTING CLERK
P. O. Box 209
Georgetown, TX 78627

Secretario de la Votación Adelantada
P. O. Box 209
Georgetown, TX 78627

Or

Email: bbm@wilco.org
Fax: 512-943-1634

Applications for Ballot by Mail (ABBM) and Federal Postcard Applications (FPCA), must be received no later than the close of business on October 28, 2022.

*(*Las solicitudes de boleta por correo (ABBM) y las solicitudes federales de tarjetas postales (FPCA) deben recibirse a más tardar el cierre de actividades del 28 de octubre del 2022.)

Note: If ABBM is faxed or emailed or if an FPCA is faxed; the original application must be received within 4 business days.

*(*Si ABBM se envía por fax o correo electrónico o si se envía por fax una FPCA; La solicitud original debe ser recibida dentro de los 4 días hábiles.*)*

Election information is posted on our website: https://www.wilco.org/Departments/Elections
La información electoral se publica en nuestro sitio web: https://www.wilco.org/Departments/Elecciones

Issued this the 6th day of September, 2022.

(Emitido el 6 de septiembre, de 2022.)

_____
Bill Gravell, Jr., County Judge *(Juez del Condado)*

Commissioners Court - Regular Session **54.**

Meeting Date: 09/13/2022

Order authorizing joint election to be conducted November 8, 2022

Submitted For: Chris Davis **Submitted By:** Jenifer Favreau, Elections

Department: Elections

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take any appropriate action regarding the authorization for Williamson County to participate in a joint election with other political subdivisions to be conducted on November 8, 2022.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Joint order

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	08/31/2022 04:22 PM
County Judge Exec Asst.	Becky Pruitt	09/01/2022 09:18 AM
Form Started By: Jenifer Favreau		Started On: 08/24/2022 03:57 PM
Final Approval Date: 09/01/2022		

ORDER AUTHORIZING
WILLIAMSON COUNTY TO PARTICIPATE IN JOINT ELECTION
NOVEMBER 8, 2022

On this 6th day of September, 2022, the Commissioners Court of Williamson County, Texas, does hereby authorize Williamson County to participate in a joint election with other political subdivisions that order their elections by the date prescribed by the Secretary of State as the final day to order an election, described, as follows:

Cities
City of Austin
City of Coupland
City of Georgetown
City of Jarrell
City of Pflugerville

ISD's
Austin Community College
Coupland ISD
Jarrell ISD
Leander ISD
Pflugerville ISD
Round Rock ISD
Taylor ISD

ESD's/MUD's/SUD's
3 B&J MUD
Anderson Mill Limited District
Block House MUD
Highlands at Mayfield Ranch MUD
Lakeside MUD No. 9
North Austin MUD No. 1
Prairie Crossing MUD No. 1
Prairie Crossing MUD No. 2
Rancho Cielo MUD
Siena MUD No. 1
Siena MUD No. 2
Williamson County MUD No. 35
Williamson-Travis County MUD No. 1

****All entities listed are for Williamson County portion only****

and collectively, including Williamson County, are referred to hereinafter as the "**Participating Authorities**", to each hold an election on November 8, 2022; and;

WHEREAS, each of the Participating Authorities (i) is located partially or entirely within Williamson County, Texas (the "**County**"), and (ii) shares an election precinct with at least one other Participating Entity; and;

WHEREAS, the County has contracted or is contracting with each Participating Entity to conduct and provide election services for such Participating Entity's November 8, 2022, election; and;

WHEREAS, the Participating Authorities all desire to enter into a joint election agreement for the purpose of sharing election equipment, costs, election officials, and polling locations, and election ballots where appropriate; and agree as follows:

The Participating Entities shall enter into a Joint Election Agreement and Contract for Election Services ("**Agreement**") for the conduct of the elections to be held on November 8, 2022.

The Participating Authorities appoint Christopher J. Davis, Williamson County Elections Administrator, to serve as the Early Voting Clerk and the Election Officer for each Participating Entity in order to perform and supervise the duties and responsibilities for the conduct of the November 8, 2022, elections.

Early voting in person and election day voting shall be held in common precincts where appropriate at the dates, times, and locations recommended by the Election Officer and authorized and ordered by the governing body of each Participating Entity.

Issued this the 6th day of September 2022.

_____

Bill Gravell, Jr., County Judge

Commissioners Court - Regular Session **55.**

Meeting Date: 09/13/2022

Establish central counting station for election to be conducted November 8, 2022

Submitted For: Chris Davis **Submitted By:** Jenifer Favreau, Elections

Department: Elections

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action for establishing the Central Counting Station and the appointment of officers to serve at the Central Counting Station for the election to be held on November 8, 2022.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Order establishing CCS

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/01/2022 09:18 AM
Form Started By: Jenifer Favreau		Started On: 08/24/2022 04:14 PM
Final Approval Date: 09/01/2022		

ORDER ESTABLISHING CENTRAL COUNTING STATION
JOINT GENERAL AND SPECIAL ELECTIONS
November 8, 2022

On this 6th day of September 2022, the Commissioners Court of Williamson County, Texas, does hereby establish one Central Counting Station for counting the ballots for the Joint General and Special Elections being held on Tuesday, November 8, 2022. The Central Counting Station shall be established and organized pursuant to Chapter 127, Subchapter "A," of the Election Code.

The Central Counting Station shall be located at the Williamson County Inner Loop Annex, 301 SE Inner Loop, Georgetown, Texas.

The following officers are appointed to serve at the Central Counting Station:

Counting Station Manager:	Christopher J. Davis
Tabulation Supervisor:	Brandon Jenkins
Assistant Tabulation Supervisors:	Peter Bazan, Matthew Dutton, Vikki Farrow, Jenifer Favreau, Yajaira Gonzalez, Lorraine McKay, Jaime Newton, David Nielsen, Judith Ritchie, Savannah Roberts, Stephen Soto, Julie Wassink, Jennifer Wiita, employees of ES&S, and other qualified employees (as needed).
Presiding Judge:	Pamela Sherrin
Alternate Presiding Judge:	Marianne Chmeleck

SIGNED this 6th day of September 2022

_____
Bill Gravell, Jr., County Judge

Commissioners Court - Regular Session **56.**

Meeting Date: 09/13/2022

Clifton Higher Educational Facilities Corporation (Divine Savior Academy)

Submitted By: Julie Kiley, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action regarding resolution relating to a public hearing and approving financing by the Clifton Higher Educational Facilities Corporation for the benefit of Divine Savior Academy-Santa Rita, Inc. and related matters in compliance with Section 147(f) of the Internal Revenue Code (Note: The proposed resolution approving the bonds does not create any liability for Williamson County).

Background

Attached is the resolution. The aggregate maximum principal amount is $20,000,000 to be issued in one or more series. Section 147(f) of the Internal Revenue Code provides the Bonds must be approved by: (1) the governmental unit which issued such bond, or on behalf of which such bonds was issued; and (2) generally, each governmental unit having jurisdiction over the area in which the facility financed by the proceeds of such bond is located. Item (2) is where Williamson County is involved because the proposed site for the Divine Savior Academy-Santa Rita, Inc. project is located in Williamson County.
Further, the approval must include a public hearing following reasonable public notice of the bond issuance. This requirement is commonly known as the "TEFRA requirement" because it was originally added to the Code by the Tax Equity and Fiscal Responsibility Act of 1982 (TEFRA). Documentation supporting the notice and public hearing is attached. The bonds are not a liability of Williamson County.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Resolution Clifton Higher Educational Facilities Corp-Divine Savior Academy

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/08/2022 09:49 AM
Form Started By: Julie Kiley		Started On: 09/08/2022 09:22 AM
Final Approval Date: 09/08/2022		

CERTIFICATE FOR RESOLUTION

We, the undersigned officers of Williamson County, Texas (the "County"), hereby certify as follows:

The Commissioners Court (the "Court") of the County convened in regular session, open to the public, on September 13, 2022 (the "Meeting"), in the Commissioners Courtroom, 710 Main Street, Georgetown, Texas, and the roll was called of the members of the Court, to-wit:

Bill Gravell, County Judge
Terry Cook, Commissioner, Precinct 1
Cynthia Long, Commissioner, Precinct 2
Valerie Covey, Commissioner, Precinct 3
Russ Boles, Commissioner, Precinct 4

All members of the Court were present, except the following:_____, thus constituting a quorum. Whereupon, among other business, the following was transacted at such meeting: A written

RESOLUTION APPROVING
THE ISSUANCE OF TAX EXEMPT OBLIGATIONS TO FINANCE
PROJECTS FOR DIVINE SAVIOR ACADEMY – SANTA RITA, INC.

(the "Resolution") was duly moved and seconded and, after due discussion, said motion, carrying with it the adoption of such Resolution, prevailed and carried by the following votes:

AYES: ____ NOES: ____

A true, full, and correct copy of the Resolution is attached to and follows this Certificate; the Resolution has bene duly recorded in the Court's minutes of the Meeting; the above and forgoing paragraph is a true, full, and correct excerpt from the Court's minutes of the Meeting pertaining to the adoption of the Resolution; the persons named in the above and foregoing paragraph are the duly chosen, qualified, and acting members of the Court; each of the members of the Court was duly and sufficiently notified officially and personally, in advance, of the time, place, and purpose of the Meeting, and that the Resolution would be introduced and considered for the adoption at the Meeting; each of such members consented, in advance, to holding of the Meeting for such purpose; and the Meeting was open to the public, and public notice of the time, place, and purpose of the Meeting was given, all as required by Chapter 551, Texas Government Code, as amended.

SIGNED AND SEALED this _____

_____
Nancy E. Rister, County Clerk
Williamson County, Texas

_____
Bill Gravell, County Judge
Williamson County, Texas

(SEAL)

RESOLUTION APPROVING
THE ISSUANCE OF TAX EXEMPT OBLIGATIONS TO FINANCE
PROJECTS FOR DIVINE SAVIOR ACADEMY – SANTA RITA, INC.

WHERAS, pursuant to section 147(f) of the Internal Revenue Code of 1986, as amended (hereinafter referred to as the "Code"), after reasonable public notice (the "Notice"), (a copy of which is attached here to as Exhibit A and incorporated herein by reference), a public hearing has been conducted on the issuance of tax exempt obligations of the Clifton Higher Educational Facilities Corporation in one or more series in an aggregate maximum principal amount of $20,000,000 (hereinafter referred to as the "Obligations"), the interest on which is intended to be excluded from gross income for federal income tax purposes, to (a) refinance certain existing indebtedness described with the Notice which financed a project (hereinafter referred to as the "County Project") located in Williamson County, Texas (the "County"), which is owned and operated by Divine Savior Academy – Santa Rita, Inc., a non-profit kindergarten through 12th grade school, (b) finance the costs of certain capital improvements described in the Notice to the County Project, (c) purchase real property in the County to be used to further expand the County Project and (d) pay certain expenses in connection with the issuance of the Obligations;

WHEREAS, the approval of the Obligations and the County Project by the Commissioners Court of the County is a condition to the exclusion of interest on the Obligations from the gross income of the owners thereof for federal income tax purposes and, consequently, is necessary to finance and refinance the County Project at the favorable interest rates which are currently borne by tax-exempt obligations;

WHEREAS, attached hereto as Exhibit B is the Certificate of Public Hearing Officer regarding the conduct of the Public Hearing.

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

SECTION 1. The County Project and the issuance of the Obligations in one or more series in an aggregate maximum principal amount of $20,000,000 are hereby approved pursuant to section 147(f) of the Code.

SECTION 2 The approval herein granted is solely for purposes of section 147(f) of the Code and shall not be construed as a representation, warranty, or other undertaking of any kind by the County in respect to the Obligations or the County Project. The Obligations shall not constitute obligations of the State of Texas, the County, or any other political subdivision or agency thereof, or a pledge of the faith and credit of any of them. Neither the State of Texas nor any political subdivision or agency thereof, including the County, shall be obligated to pay the Obligations or the interest thereon. Neither the faith and credit nor the taxing power of the State of Texas, the County or any other political subdivision or agency thereof shall be pledged to the payment of principal of, redemption premium, if any, or interest on the Obligations.

SECTION 3. This Resolution shall become effective immediately upon its passage.

PASSED AND APPROVED this ____ day of _____, 2022.

_____
Bill Gravell, County Judge

ATTEST:

_____
Nancy E. Rister, County Clerk

Attachment

EXHIBIT A

NOTICE OF PUBLIC HEARING

The public is hereby notified that a public hearing will be held on September 6, 2022 at 10:00 a.m. at 400 Austin Avenue, Suite 800, Waco, Texas 76701, to consider the approval of a tax exempt financing by the Clifton Higher Educational Facilities Corporation (the "Corporation") of a project to be owned by Divine Savior Academy – Santa Rita Inc. (the "School"). The financing will be in a maximum principal amount not to exceed $20,000,000.

The proceeds of the financing will be used to: (i) refinance a loan of the School which was used to acquire and construct a school campus facility located at 23857 Ronald Regan Blvd., Liberty Hill, Texas 78642 (the "School Campus Site"); (ii) expand and construct a high school building and gymnasium situated on the School Campus Site; and (iii) acquire 10-acres of real property located at 315 Craigen Road in Liberty Hill, Texas (collectively the "Project"). A portion of the proceeds of the financing will be used to pay certain expenses in connection with the issuance of the financing. The obligation to repay this financing is solely that of the School. The Project is, or will be, owned and operated by the School.

THE FINANCING IS SOLELY THE OBLIGATION OF THE SCHOOL AND NOT AN OBLIGATION OR DEBT IN ANY WAY OF WILLIAMSON COUNTY, TEXAS, THE CITY OF CLIFTON, TEXAS, OR ANY OTHER POLITICAL SUBDIVISION OF THE STATE OF TEXAS WHATSOEVER.

The public is invited to attend this hearing. Interested persons are invited to submit written comments prior to the hearing to Cliff Blount, Naman Howell Smith & Lee, PLLC, 8310 N. Capital of Texas Hwy, Ste. 490, Austin, Texas 78731.

EXHIBIT B

CERTIFICATE OF PUBLIC HEARING OFFICER

CERTIFICATE OF PUBLIC HEARING

I, the undersigned, hereby certify in connection with the proposed issuance by the Clifton Higher Educational Facilities Corporation (the "Issuer") of its tax exempt obligations in one or more series for the benefit of Divine Savior Academy – Santa Rita, Inc., a non-profit private school ("DSA"), in the aggregate maximum principal amount not to exceed $20,000,000 (the "Obligations"), as follows:

1. Commencing at 10:00 a.m. on Tuesday, September 6, 2022, at the offices of Naman Howell Smith & Lee, PLLC, 400 Austin Ave, Suite 800, Waco, Texas 76701, which offices were open to the public for purposes of the hearing, I conducted a public hearing on the issuance of the Obligations to (i) refinance a loan of the School which was used to acquire and construct a school campus facility located at 23857 Ronald Regan Blvd., Liberty Hill, Texas 78642 (the "School Campus Site"); (ii) expand and construct a high school building and gymnasium situated on the School Campus Site; and (iii) acquire 10-acres of real property located at 315 Craigen Road in Liberty Hill, Texas (collectively the "Project"). A portion of the proceeds of the financing will be used to pay certain expenses in connection with the issuance of the financing.

2. Notice of the public hearing was (i) published no less than 7 days before the date of the public hearing in the *Williamson County Sun*, a newspaper of general circulation in Williamson County, Texas and (ii) published no less than 7 days before the date of the public hearing on the City of Clifton's (the "City") website and remained continuously published on the City's website until the date of the public hearing.

3. At the time for commencement of the hearing, I publically requested comments, either orally or in writing, on the project to be refinanced or financed with the proceeds of the Obligations and on the issuance of the Obligations.

4. At the hearing, no person presented comments orally or in writing.

5. I imposed no time limitations on any public comments.

IN WITNESS WHEREOF, I have hereunto set my hand this September 6, 2022.

Allison Luckey

Allison Luckey

Commissioners Court - Regular Session **57.**

Meeting Date: 09/13/2022

SAVNS Maintenance Grant Contract FY'23

Submitted For: Mike Gleason **Submitted By:** Starla Hall, Sheriff

Department: Sheriff

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a Statewide Automated Victim Notification Service (SAVNS) Maintenance Grant Contract with the Office of the Attorney General for SAVNS grant program funding for Fiscal Year 2023.

Background

The purpose of the OAG Statewide Automated Victim Notification Service (SAVNS) grant program is to assist Texas counties and other entities in maintaining a statewide system that will provide relevant offender release information, notification of relevant court settings or events to crime victims and other interested individuals, promote public safety and support the rights of victims of crime. To ensure a standard statewide service to a variety of political subdivisions of the State of Texas, including counties, county Sheriffs, clerks and attorneys, district attorneys and courts (participating entities) including Williamson County, the OAG makes grant funds available for eligible expenses related to SAVNS services delivered to Williamson County by Appriss Insights, LLC which is the vendor certified by the OAG. The grant contract shall begin on September 1, 2022 and shall terminate on August 31, 2023 unless it is terminated earlier in accordance with another provision of this grant contract.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

SAVNS Maint Grant Contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/02/2022 09:26 AM
Form Started By: Starla Hall		Started On: 09/01/2022 06:51 PM
Final Approval Date: 09/02/2022		

RE: FY 2023 SAVNS Grant Contract

Contract Number: C-00433

Grantee: Williamson County

Amount: $29,403.16

Executed:

Term: September 1, 2022 – August 31, 2023

Budget Coding:

ORG	PCA	Agy Obj
966	10352	5137

SAVNS MAINTENANCE GRANT CONTRACT

OAG Contract No. C-00433

This grant contract ("Grant Contract") is executed between the Office of the Attorney General (OAG) and Williamson County (GRANTEE) for certain grant funds. The OAG and GRANTEE may be referred to in this Grant Contract individually as "Party" or collectively as "Parties."

SECTION 1. PURPOSE OF THE CONTRACT

The purpose of the OAG Statewide Automated Victim Notification Service (SAVNS) grant program is to assist Texas counties and other entities in maintaining a statewide system that will provide relevant offender release information, notification of relevant court settings or events to crime victims and other interested individuals, promote public safety, and support the rights of victims of crime. To ensure a standard statewide service to a variety of political subdivisions of the State of Texas, including counties, county Sheriffs, clerks and attorneys, district attorneys, and courts ("Participating Entities"), including GRANTEE, the OAG makes grant funds available for eligible expenses related to SAVNS services delivered to GRANTEE by the vendor certified by the OAG.

The OAG published a Request for Offer (RFO) for Statewide Automated Victim Services May 11, 2019. After an evaluation of offers, the OAG identified, certified, and entered into a contract with a single vendor to provide statewide automated victim notification services ("SAVNS Services"). The initial term of the OAG Vendor Certification and Service Agreement ("OAG Certification Agreement") is/was from September 1, 2019 to August 31, 2020 ("Initial Term"). On June 25, 2020, OAG exercised its right to renew the OAG Certification Agreement with the renewal term to begin on September 1, 2020 and end on August 31, 2022 ("First Renewal Term"). On August 25, 2022, OAG exercised its right to renew the OAG Certification Agreement with the renewal term to begin on September 1, 2022 and end on August 31, 2023 ("Second Renewal Term"). The vendor certified to provide the services is Appriss Insights, LLC., ("Certified Vendor"), a Kentucky corporation authorized to do business in Texas.

SECTION 2. TERM OF THE CONTRACT

This Grant Contract shall begin on September 1, 2022 and shall terminate August 31, 2023, unless it is terminated earlier in accordance with another provision of this Grant Contract.

SECTION 3. GRANTEE'S CONTRACTUAL SERVICES

3.1. Grantee Participating Entity Service Contract. GRANTEE shall execute a service

agreement with the Certified Vendor to provide services consistent with, and subject to the limitations contained in, the OAG Certification Agreement and documents incorporated therein. Specifically, the Participating Entity Service Contract attached hereto as Exhibit B shall be used by GRANTEE in entering into a contractual relationship with the Certified Vendor. All grant funds provided under this Grant Contract shall be conditioned on the GRANTEE's use of the exemplar Participating Entity Service Contract, as attached hereto, and in addition to any requisite amendment, renewal, or extensions made or otherwise exercised by GRANTEE pursuant to Section 1 therein. GRANTEE further acknowledges and agrees that no changes or modifications may be made to the Participating Entity Service Contract or to any executed Participating Entity Service Contract between GRANTEE and the Certified Vendor, except as specifically authorized within this Grant Contract in Section 3.1.1 below, as otherwise separately authorized by the OAG in writing, or to accomplish an amendment, renewal, or extension made or otherwise exercised by GRANTEE pursuant to Section 1 therein. Notwithstanding the foregoing, GRANTEE is encouraged to negotiate and include additional terms and conditions individually tailored to meet the GRANTEE's unique needs related to the SAVNS program, only to the extent any such additional terms and conditions do not limit or otherwise conflict with the exemplar Participating Entity Service Contract as attached hereto as Exhibit B.

3.1.1 Authorized Modifications to the Participating Entity Service Agreement. GRANTEE is hereby authorized, without additional approval of the OAG, to include additional terms, conditions, or requirements related to the following sections of the Participating Entity Service Agreement as attached hereto as Exhibit B:

a. Section 6 Additional Services: GRANTEE may require, negotiate, and include additional terms or conditions relating to the mutual agreement, provision, and payment for Additional Services that do not otherwise modify, impact, or limit the services required under the exemplar Participating Entity Service Agreement;

b. Section 7.1 Performance Reports: GRANTEE may require reports relating to the performance standards and requirements of the SAVNS system under the exemplar Participating Entity Service Agreement;

c. Section 7.2 Performance Remedies: GRANTEE may require additional terms or conditions relating to the calculation and withholding mechanism for Certified Vendor's failure to meet its performance requirements the exemplar Participating Entity Service Agreement;

d. Sections 9.2(a) and 9.2(b)(iii) Standard of Care: GRANTEE may require Certified Vendor to comply with its own internal security standards, in addition to any security standards included in the exemplar Participating Entity Service Agreement, and incorporate such standards into the Participating Entity Service Agreement by reference;

e. Sections 9.3(b), 9.3(c). and 9.3(d) Information Security: GRANTEE may require Certified Vendor to comply with its own internal security standards, in addition to any security standards included in the exemplar Participating Entity Service Agreement, and incorporate such standards into the

Participating Entity Service Agreement by reference;

f. Section 9.4(b)(iv) Security Breach Procedures: GRANTEE may require Certified Vendor to comply with its own internal security standards, in addition to any security standards included in the exemplar Participating Entity Service Agreement, and incorporate such standards into the Participating Entity Service Agreement by reference;

g. Section 9.5 Oversight of Security Compliance: GRANTEE may require Certified Vendor to comply with its own internal security standards, in addition to any security standards included in the exemplar Participating Entity Service Agreement, and incorporate such standards into the Participating Entity Service Agreement by reference;

h. Section 10.4 Exclusions: GRANTEE may require Certified Vendor to comply with its own internal security standards, in addition to any security standards included in the exemplar Participating Entity Service Agreement, and incorporate such standards into the Participating Entity Service Agreement by reference;

i. Section 12.1 Limitation of Liability: The Certified Vendor may request a limitation of liability to be included. It is incumbent on the GRANTEE to determine if the proposed limitation is sufficient, permissible under applicable state and local law, and whether or not to include and incorporate such limitation into the Participating Entity Service Agreement;

j. Section 12.2 Indemnification: GRANTEE may require, negotiate, and include additional or alternative indemnification provisions, to the extent such provisions are permissible under applicable state and local law, either in addition to or in lieu of those included within the Participating Entity Service Agreement; and

k. Section 14.5 Dispute Resolution: GRANTEE may require specific dispute resolution provisions compliant with its local laws, regulations, and other policies applicable to the GRANTEE.

3.1.2 Executed Copy of Financial Participating Entity Service Contract Required. GRANTEE is hereby placed on immediate financial hold, consistent with Section 9.2 of this Grant Contract, and will remain on financial hold until OAG receives an executed copy of the Participating Service Contract along with any requisite amendment, renewal, or extensions made or otherwise exercised by GRANTEE pursuant to Section 1 therein in accordance with and as required by this section. To the extent the executed Participating Entity Service Contract includes any additional terms or conditions that limit or otherwise conflict with the exemplar Participating Entity Service Contract as attached here as Exhibit B, the GRANTEE will continue to remain on financial hold until GRANTEE provides OAG an executed Participating Service Contract in accordance with and as required by this section and consistent with the exemplar Participating Entity Service Contract as attached here as Exhibit B.

3.2 Grantee Maintenance Plan. GRANTEE agrees to establish and follow a "Maintenance Plan." The Maintenance Plan, at a minimum, will be designed to accomplish the following: make available offender information that is timely, accurate, and relevant to support the SAVNS Services; verify the Certified Vendor's performance according to the Participating Entity Service Contract; satisfactorily discharge GRANTEE's obligations as described in the Participating Entity Service Contract; and identify and dedicate GRANTEE staff, resources, and equipment necessary to maintain the SAVNS services in the Participating Entity Service Contract.

3.3 GRANTEE Service Levels. In addition to other service levels that the GRANTEE may impose, GRANTEE will inspect, monitor, and verify the performances required of the Certified Vendor as provided in the Participating Entity Service Contract as well as this Grant Contract. GRANTEE will execute a Participating Entity Service Contract with the Certified Vendor for the term of this Grant Contract. GRANTEE will verify that input data (the jail and court data elements used by the SAVNS system) is entered accurately and on a timely basis.

GRANTEE will allow on-site monitoring visits to be conducted by OAG or its authorized representative.

3.4 Cooperation with Statewide Stakeholders. GRANTEE will reasonably cooperate with and participate in Statewide Stakeholder meetings and efforts to monitor and improve the SAVNS services on a statewide basis. GRANTEE may reasonably agree to designate third-parties to assist the OAG, GRANTEE, and the other Statewide Stakeholders in the overall monitoring, inspection, and verification of the Certified Vendor's performances.

3.5 E-Vine Upgrade and Cooperation for Implementation. As part of the Grant Contract award and certification by the OAG, the Certified Vendor will begin transitioning to a new system to deliver the SAVNS services known as "E-Vine" with an expected completion by early FY 2023. E-Vine will provide the GRANTEE enhanced functionality and services such as a Service Provider Directory, an Offender Watch List, a Contact List, a quick escape button and Interactive Voice Response Technology. The OAG will advise GRANTEE of any associated transition activities as needed and GRANTEE shall reasonably cooperate with the Certified Vendor in these transition activities.

3.6 Scope of Services. For the purpose of this Grant Contract, the requirements, duties, and obligations contained in Section 3 of this Grant Contract are collectively referred to as the "Scope of Services." As a condition of reimbursement, GRANTEE agrees to faithfully, timely, and in a good and workman-like manner implement and maintain the services in compliance with the Scope of Services. GRANTEE shall bear full and sole responsibility for the integrity of the fiscal and programmatic management of its SAVNS program.

3.7 Special Conditions. The OAG may, at its sole discretion, impose additional requirements not specifically provided for in this Grant Contract based on a need for information, ("Special Conditions") on GRANTEE, without notice and without amending this Grant Contract. The OAG, at its sole discretion, may supplement, amend, or adjust the Special Conditions of this Grant

Contract. The imposition of any Special Conditions places GRANTEE on immediate financial hold, consistent with section 9.2, without further notice, until all Special Conditions are satisfied.

SECTION 4. GRANTEE'S OBLIGATIONS AND REQUIRED REPORTS

4.1 General Matters

4.1.1 Required Reports; Form of Reports; Filings with the OAG. GRANTEE shall forward to the OAG all applicable reports and forms as specified by the OAG. GRANTEE shall ensure that it files each document or form required by the OAG in an accurate and timely manner. Unless filing dates are given herein, all other reports and other documents that GRANTEE is required to forward to the OAG shall be promptly forwarded. From time to time, the OAG may require additional information from GRANTEE.

4.1.2 Cooperation; Additional Information. GRANTEE shall cooperate fully with the OAG. In addition to the information contained in the required reports, other information may be required as requested by the OAG.

4.1.3 Notification of Changes in Organization, Changes in Authorized Official or Grant Contact. GRANTEE shall submit written notice to the OAG of any change in the following: GRANTEE's name; contact information; key personnel, officer, director or partner; organizational structure; legal standing; or authority to do business in Texas. Such notice shall be provided, when possible, in advance of such change, but in no event later than ten (10) business days after the effective date of such change. A change in GRANTEE's name requires an amendment to the Grant Contract.

To change an Authorized Official, GRANTEE must submit a written request on GRANTEE's letterhead, with an original signature of someone with actual authority to act on behalf of GRANTEE. To change the grant contact, GRANTEE must submit a written request on GRANTEE's letterhead signed by an Authorized Official.

4.1.4 Standards for Financial and Programmatic Management. GRANTEE and its governing body shall bear full and sole responsibility for the integrity of the fiscal and programmatic management of the organization including financial and programmatic policies and procedures to ensure the integrity of the fiscal and programmatic management of the organization.

Such fiscal and programmatic management shall include but is not limited to the following: accountability for all funds and materials received from the OAG; compliance with OAG rules, policies and procedures, and applicable federal and state laws and other applicable requirements; and correction of fiscal and program deficiencies identified through self-evaluation and/or the OAG's monitoring processes. Ignorance of any contract provisions or other requirements referenced in this Grant Contract shall not constitute a defense or basis for waiving or failing to comply with such provisions or requirements.

GRANTEE shall develop, implement, and maintain appropriate financial management and control systems. The systems must include budgets that adequately reflect all functions and resources necessary to carry out authorized activities and the adequate determination of costs; accurate and complete payroll, accounting, and financial reporting records; cost source documentation; effective internal and budgetary controls; allocation of costs; and timely and appropriate audits and resolution of any findings and applicable annual financial statements, including statements of financial position, activities, and cash flows, prepared on an accrual basis in accordance with Generally Accepted Accounting Principles or other recognized accounting principle.

4.1.5 Security and Confidentiality of Records. GRANTEE shall establish a method to secure the confidentiality of records required to be kept confidential by applicable federal or state law, rules or regulations. This provision shall not be construed as limiting the OAG's access to such records and other information.

4.1.6 Public Information Act. Information, documentation, and other material in connection with this Grant Contract or the underlying grant may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the "Public Information Act"). In accordance with Section 2252.907 of the Texas Government Code, GRANTEE is required to make any information created or exchanged with OAG, the State of Texas, or any state agency pursuant to the Grant Contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to OAG, the State of Texas, or any state agency.

4.2 Programmatic Reports

4.2.1 Service Reports. GRANTEE shall submit service delivery reports, programmatic performance reports and other reports to the extent requested by OAG, in a format and on a timely basis, as established by the OAG. GRANTEE will submit other reports as requested by the OAG.

4.2.2 Written Explanation of Variance. GRANTEE shall provide a written explanation to the OAG on a quarterly basis to the extent that the performance of the SAVNS system, the Certified Vendor, or the GRANTEE varies from the projected performance thereof as provided in the Maintenance Plan required by Section 3.2 hereunder. In addition to the written explanation, GRANTEE shall promptly answer any questions from the OAG, whether in writing or otherwise, in connection with the quarterly and annual reports presented to the OAG.

4.2.3 Other Program Reports. GRANTEE shall cooperate fully in any social studies, fiscal or programmatic monitoring, auditing, evaluating, and other reviews pertaining to services rendered by GRANTEE, which may be conducted by the OAG or its designees.

GRANTEE shall submit service delivery reports required by the contract or self-evaluations of performance and other reports requested by the OAG in appropriate format and on a timely basis and make available at reasonable times and for reasonable periods client records and other programmatic or financial records, books, reports, and supporting documents for reviewing and

copying by the OAG or its designees.

4.2.4 "Problem Log." GRANTEE shall establish a "Problem Log" that records all problems noted with the SAVNS system, including, but not limited to, system down time, system outages, and equipment failure. The Problem Log will provide when the problem was identified, to whom the problem was referred, steps taken to resolve the problem, and when the problem was resolved. GRANTEE shall provide OAG with any and all Problem Logs at OAG's request.

4.3 Financial Matters

4.3.1 Annual Budgets. With regard to the use of funds pursuant to this Grant Contract, GRANTEE will immediately review the budget for the fiscal year and the allowable expenditures, as shown on Exhibit A.

4.3.2 Quarterly Requests for Reimbursement. OAG grant funds will be paid on a cost-reimbursement basis no more frequently than quarterly pursuant to the process below. The OAG shall only reimburse actual and allowable allocable costs incurred and paid by GRANTEE during the term of this Grant Contract. The OAG is not obligated to reimburse expenses that were incurred prior to the commencement or after the termination or expiration of this Grant Contract. Any payments made by the OAG shall not exceed the actual and allowable allocable costs of GRANTEE to obtain services from the Certified Vendor for services within the "scope of services" of this Grant Contract. GRANTEE will submit to the OAG requests for reimbursement for the actual and allowable allocable costs incurred by GRANTEE to obtain services from the Certified Vendor for services within the "scope of services" of this Grant Contract. GRANTEE is responsible for submitting its invoices to the OAG in an accurate and timely manner. The requests for reimbursement must be accompanied by supporting documentation as required by the OAG. The OAG may from time to time require different or additional supporting documentation.

a. GRANTEE shall submit a request for reimbursement to the OAG for the prior quarter by the fifth (5th) of the next month following the end of each quarter. The four quarters for each fiscal year covered by the term of this Grant Contract end respectively on November 30, February 28, May 31, and August 31.

b. GRANTEE shall include a verification with its request for reimbursement stating that the GRANTEE received the services from the Certified Vendor during the preceding quarter and incurred the actual and allowable allocable costs for which GRANTEE seeks reimbursement.

c. If GRANTEE does not submit the required request for reimbursement and verification to the OAG within forty-five (45) days of the next month following the end of any quarter, the OAG will determine what steps will be taken next, including placing the Grant Contract on financial hold or terminating the Grant Contract. If an OAG Grant Contract is placed on financial hold or terminated, the GRANTEE remains responsible for any contractual obligation it has with Certified Vendor. The OAG will not be responsible for collection efforts on behalf of the Certified Vendor.

4.3.3 Limited Pre-Reimbursement Funding to GRANTEE. Notwithstanding Section 4.3.2 above, the OAG, may, at its sole discretion, provide limited pre-reimbursement funding for reimbursable expenses to GRANTEE. This limited funding is not preferred and may be allowed upon submission of the following written documentation supporting the request:

a. A fully executed Participating Entity Services Agreement with the Certified Vendor for the time period covered by this Grant Contract;

b. An invoice from the Certified Vendor which includes the dates covered under this Grant Contract;

c. A completed OAG form "Verification of Continuing Production Record" which shall be provided by the OAG upon request;

d. An invoice to the OAG that complies with the requirements of the OAG; and

e. A written justification, signed by the Authorized Official or the Authorized Official's designee, explaining the need for pre-reimbursement funding.

4.3.4 Fiscal Year End Required Reports. GRANTEE shall submit fiscal year-end required reports that shall be received by the OAG on or before October 15 of each year covered by the term of this Grant Contract. The year-end reports shall include the following:

a. Record of Reimbursement. GRANTEE will submit a reconciled record of its expenses for the prior fiscal year.

b. Equipment Inventory Report. To the extent the purchase of equipment is authorized under this grant and GRANTEE purchases equipment is purchased with grant funds. GRANTEE will submit an Equipment Inventory Report which provides a record of the current inventory of items purchased, disposed of, replaced or transferred for any equipment that was purchased with grant funds.

4.3.5 Annual Independent Financial Audit Report.

GRANTEES that are required to undergo a Single Audit o must complete and submit the Single Audit of the complete program and/or organization and management letter of the audit findings within nine months of the end of the fiscal year of the agency. The audit will meet Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards 2 CFR 200 and Texas Grant Management Standards (TxGMS) requirements. GRANTEES whose expenditures require the completion of a Single Audit, must submit a Single Audit to the OAG, an Annual Independent Financial Audit will not satisfy the audit requirement. GRANTEES that are required to undergo an Annual Independent Financial Audit by statute, regulation, or organizational policy must submit the Annual Financial Audit of the complete program and/or organization and management letter of the audit findings if requested by the OAG. GRANTEES who do not meet the expenditure threshold of the Single Audit and are not required by statute, regulation, or organizational policy to complete an Annual Audit, are not required to submit an Annual Audit to the OAG.

4.3.6 Close Out Invoice GRANTEE shall submit a final invoice not later than forty-five (45) days after the earlier of (1) the termination of this Grant Contract; or (2) the end of each state fiscal

year covered by the term of this Grant Contract.

4.3.7 Refunds and Deductions. If the OAG determines that an overpayment of grant funds under this Grant Contract has occurred, such as payments made inadvertently, pre-reimbursement payments that were not expended, or payments made but later determined not to be actual and allowable allocable costs, the OAG may seek a refund from GRANTEE and/or the Certified Vendor. The OAG, in its sole discretion, may offset and deduct the amount of the overpayment from any amount owed as a reimbursement under this Grant Contract, or may choose to require a payment directly from GRANTEE and/or the Certified Vendor rather than offset and deduct any amount. GRANTEE and/or the Certified Vendor shall promptly refund any overpayment to the OAG within thirty (30) calendar days of the receipt of the notice of the overpayment from the OAG unless an alternate payment plan is specified by the OAG.

4.3.8 Purchase of Equipment; Maintenance and Repair; Title upon Termination. GRANTEE shall not give any security interest, lien or otherwise encumber any item of equipment purchased with contract funds. GRANTEE shall permanently identify all equipment purchased under this Grant Contract by appropriate tags or labels affixed to the equipment. GRANTEE shall maintain a current inventory of all equipment, which shall be available to the OAG at all times upon request; however, as between the OAG and GRANTEE title for equipment will remain with GRANTEE.

GRANTEE will maintain, repair, and protect all equipment purchased in whole or in part with grant funds under this Grant Contract so as to ensure the full availability and usefulness of such equipment. In the event GRANTEE is indemnified, reimbursed, or otherwise compensated for any loss or destruction of, or damage to, the equipment purchased under this Grant Contract, it shall use the proceeds to repair or replace said equipment.

4.3.9 Direct Deposit. GRANTEE may make a written request to the OAG to be placed on Direct Deposit status by completing and submitting to the OAG the State Comptroller's Direct Deposit Authorization Form. After the direct deposit request is approved by the OAG and the setup is completed on the Texas Identification Number System by the State Comptroller's Office, payment will be remitted by direct deposit and the OAG will discontinue providing GRANTEE with copies of reimbursement vouchers.

4.3.10 Debts and Delinquencies. GRANTEE agrees that any payments due under the Grant Contract shall be applied towards any debt or delinquency that is owed to the State of Texas.

SECTION 5. OBLIGATIONS OF OAG

5.1 Monitoring. The OAG is responsible for monitoring GRANTEE to ensure the effective and efficient use of grant funds to accomplish the purposes of this Grant Contract.

5.2 Maximum Liability of OAG. The maximum liability of the OAG is contained in the

attached Exhibit A. Any change to the maximum liability is void unless supported by a written amendment to this Grant Contract executed between OAG and GRANTEE.

5.3 Payment of Authorized Costs. The OAG shall be obligated to reimburse GRANTEE for all actual and allowable allocable costs incurred by GRANTEE pursuant to this Grant Contract. The OAG is not obligated to pay unauthorized costs. Prior written approval from the OAG is required if GRANTEE anticipates altering the scope of the grant, adding funds to previously un-awarded budget categories, changing funds in any awarded budget category by more than 10% of the annual budget and/or adding new line items to any awarded budget category.

Notwithstanding the foregoing, should GRANTEE wish to alter the scope of the grant or change the goals of the grant by adding or eliminating goals which were included in the GRANTEE's final "Scope of Services" included in Section 3 above, such alteration or change may only be achieved by a written, duly executed amendment to this Grant Contract.

5.4 Contract Not Entitlement or Right. Reimbursement with contract funds is not an entitlement or right. Reimbursement depends, among other things, upon strict compliance with all terms, conditions and provisions of this Grant Contract. The OAG and GRANTEE agree that any act, action or representation by either party, their agents or employees that purports to increase the maximum liability of the OAG is void, unless a written amendment to this Grant Contract is first executed. GRANTEE agrees that nothing in this Grant Contract will be interpreted to create an obligation or liability of the OAG in excess of the funds delineated in this Grant Contract.

5.5 Funding Limitation. GRANTEE agrees that funding for this Grant Contract is subject to the actual receipt by the OAG of grant funds (state and/or federal) appropriated to the OAG. GRANTEE agrees that the grant funds, if any, received from the OAG are limited by the term of each state biennium and by specific appropriation authority to and the spending authority of the OAG for the purpose of this Grant Contract. **GRANTEE agrees that notwithstanding any other provision of this Grant Contract, if the OAG is not appropriated the funds, or if the OAG does not receive the appropriated funds for this grant program, or if the funds appropriated to the OAG for this grant program are required to be reallocated to fund other state programs or purposes, the OAG is not liable to pay the GRANTEE any remaining balance on this Grant Contract.**

SECTION 6. TERMINATION

6.1 Termination for Convenience. Either Party may, at its sole discretion, terminate this Grant Contract, without recourse, liability or penalty, upon providing written notice to the other Party thirty (30) calendar days before the effective date of such termination.

6.2 Termination for Cause. In the event that GRANTEE fails to perform or comply with an obligation of the terms, conditions, and provisions of this contract, or if the OAG receives financial reporting which indicates high financial risk, the OAG may, upon written notice of the breach to

GRANTEE, immediately terminate all or any part of this contract.

6.3 Termination Not Exclusive Remedy; Survival of Terms and Conditions. Termination is not an exclusive remedy but will be in addition to any other rights and remedies provided in equity, by law, or under this Grant Contract.

Termination of this Grant Contract for any reason or expiration of this Grant Contract shall not release the Parties from any liability or obligation set forth in this Grant Contract that is expressly stated to survive any such termination or by its nature would be intended to be applicable following any such termination. The following terms and conditions, (in addition to any others that could reasonably be interpreted to survive but are not specifically identified), survive the termination or expiration of this Grant Contract: Sections 4, 5, 7, 11, and 12.

6.4 Refunds to OAG by GRANTEE. If the GRANTEE terminates for convenience under Section 6.1, or if the OAG terminates under Sections 6.1 or 6.2 before the purpose of this Grant Contract is accomplished, then the OAG may require the GRANTEE and/or the Certified Vendor to refund all or some of the grant funds paid under this Grant Contract. Such funds include those funds representing the number of months of SAVNS services that were previously invoiced and paid by the OAG under this Grant Contract.

6.5 Notices to Certified Vendor. Any termination of this Grant Contract will also be forwarded by the terminating party to the Certified Vendor.

SECTION 7. AUDIT RIGHTS; RECORDS RETENTION

7.1 Duty to Maintain Records. GRANTEE shall maintain adequate records that enable the OAG to verify all reporting measures and requests for reimbursements related to this Grant Contract. GRANTEE also shall maintain such records as are deemed necessary by the OAG, OAG's auditor, the State Auditor's Office or other auditors of the State of Texas, the federal government, or such other persons or entities designated by the OAG, to ensure proper accounting for all costs and performances related to this Grant Contract.

7.2 Records Retention. GRANTEE shall maintain and retain records for a period of seven (7) years after the Grant Contract is completed or expires, or all issues that arise from any litigation, claim, negotiation, audit, open records request, administrative review, or other action involving the Grant Contract or documents are resolved. The records include, but may not be limited to, the Grant Contract, any contract solicitation documents, any documents that are necessary to fully disclose the extent of services provided under the Grant Contract, any daily activity reports and time distribution and attendance records, and other records that may show the basis of the charges made or performances delivered. OAG may, at its discretion, direct GRANTEE to retain documents for a longer period of time or transfer certain grant records to OAG custody when it is determined the records possess longer term retention value. GRANTEE must include the substance of this clause in all subcontracts.

7.3 Audit Trails. GRANTEE shall maintain appropriate audit trails to provide accountability for all reporting measures and requests for reimbursement. Audit trails maintained by GRANTEE will, at a minimum, identify the supporting documentation prepared by GRANTEE to permit an audit of its systems. GRANTEE's automated systems, if any, must provide the means whereby authorized personnel have the ability to audit and verify contractually required performances and to establish individual accountability for any action that can potentially cause access to, generation of, or modification of confidential information.

7.4 Access and Audit. At the request of the OAG, GRANTEE shall grant access to and make available all paper and electronic records, books, documents, accounting procedures, practices, and any other items relevant to the performance of this Grant Contract, compliance with applicable state or federal laws and regulations, and the operation and management of GRANTEE to the OAG or its designees for the purposes of inspecting, auditing, or copying such items. GRANTEE will direct any other entity, person, or contractor receiving funds directly under this Grant Contract or through a subcontract under this Grant Contract to likewise permit access to, inspection of, and reproduction of all books, records, and other relevant information of the entity, person, or contractor(s) that pertain to this Grant Contract. All records, books, documents, accounting procedures, practices, and any other items, in whatever form, relevant to the performance of this Grant Contract, shall be subject to examination or audit. Whenever practical as determined at the sole discretion of the OAG, the OAG shall provide GRANTEE with up to five (5) business days' notice of any such examination or audit.

7.5 State Auditor. In addition to and without limitation on the other audit provisions of this Grant Contract, pursuant to Section 2262.154 of the Texas Government Code, the State Auditor's Office may conduct an audit or investigation of GRANTEE or any other entity or person receiving funds from the State directly under this Grant Contract or indirectly through a subcontract under this Grant Contract. The acceptance of funds by GRANTEE or any other entity or person directly under this Grant Contract or indirectly through a subcontract under this Grant Contract acts as acceptance of the authority of the State Auditor's Office, under the direction of the Legislative Audit Committee, to conduct an audit or investigation in connection with those funds. Under the direction of the Legislative Audit Committee, GRANTEE or another entity that is the subject of an audit or investigation by the State Auditor's Office must provide the State Auditor's Office with access to any information the State Auditor's Office considers relevant to the investigation or audit. GRANTEE further agrees to cooperate fully with the State Auditor's Office in the conduct of the audit or investigation, including providing all records requested. GRANTEE shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors through GRANTEE and the requirement to cooperate is included in any subcontract it awards. The State Auditor's Office shall at any time have access to and the right to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of GRANTEE related to this Grant Contract. GRANTEE also represents and warrants that it will comply with Section 321.022 of the Texas Government Code, which requires that suspected fraud and unlawful conduct be reported to the State Auditor's Office.

7.6 Location. Any audit of records shall be conducted at GRANTEE's principal place of business and/or the location(s) of GRANTEE's operations during GRANTEE's normal business hours. GRANTEE shall provide to OAG or its designees, on GRANTEE's premises (or if the audit is being performed of a subcontractor, the subcontractor's premises if necessary) private space, office furnishings (including lockable cabinets), telephone and facsimile services, utilities, and office-related equipment and duplicating services as OAG or its designees may reasonably require to perform the audits described in this Grant Contract.

SECTION 8. SUBMISSION OF INFORMATION TO THE OAG

The OAG will designate the proper methods for the delivery of information to the OAG by GRANTEE. The OAG generally requires submission of information via email. Some reporting requirements must occur via the internet and/or a web-based data collection method. Accordingly, all reports required under this Grant Contract including but not limited to semi-annual statistical reports, annual performance reports, financial status reports, requests for reimbursement, Annual Compiled Financial Statement Report, and any other reports, notices or information must be submitted in the manner directed by the OAG. The manner of delivery may be subject to change during the term of the Grant Contract, in the sole discretion of the OAG.

SECTION 9. CORRECTIVE ACTION PLANS AND SANCTIONS

The Parties agree to make a good faith effort to identify, communicate, and resolve problems found by either the OAG or GRANTEE.

9.1 Corrective Action Plans. If the OAG finds deficiencies in GRANTEE's performance under this Grant Contract, the OAG, at its sole discretion, may impose one or more of the following remedies as part of a corrective action plan: increase of monitoring visits; require additional or more detailed financial and/or programmatic reports be submitted; require prior approval for expenditures; require additional technical or management assistance and/or make modifications in business practices; reduce the contract amount; and/or terminate this Grant Contract. The foregoing are not exclusive remedies, and the OAG may impose other requirements that the OAG determines will be in the best interest of the State.

9.2 Financial Hold. Failure to comply with submission deadlines for required reports, invoices, or other requested information, indicators of financial risk, or reports of conflict of interest or potential/actual fraud, waste, and abuse, may result in the OAG, at its sole discretion, placing GRANTEE on immediate financial hold without further notice to GRANTEE and without first requiring a corrective action plan. No reimbursements will be processed until the requested information is submitted. If GRANTEE is placed on financial hold, the OAG, at its sole discretion, may deny reimbursement requests associated with expenses incurred during the time GRANTEE was placed on financial hold.

9.3 Sanctions. In addition to financial hold, the OAG, at its sole discretion, may impose other sanctions without first requiring a corrective action plan. The OAG, at its sole discretion, may impose sanctions, including, but not limited to, withholding or suspending funding, offsetting previous reimbursements, requiring repayment, disallowing claims for reimbursement, reducing funding, terminating this Grant Contract and/or any other appropriate sanction.

9.4 No Waiver. Notwithstanding the imposition of corrective actions, financial hold, and/or sanctions, GRANTEE remains responsible for complying with the Grant Contract terms and conditions. Corrective action plans, financial hold, and/or sanctions do not excuse or operate as a waiver of prior failure to comply with this Grant Contract.

SECTION 10. GENERAL TERMS AND CONDITIONS

10.1 Federal and State Laws, Rules and Regulations, Directives, Guidelines, Code of Federal Regulations (CFR) and Other Relevant Authorities. GRANTEE agrees to comply with all applicable federal and state laws, rules and regulations, directives, guidelines, including 2 CFR Part 200, and any other authorities relevant to the performance of GRANTEE under this Grant Contract. In instances where multiple requirements apply to GRANTEE, the more restrictive requirement applies.

10.2 Uniform Grant Management Act, TxGMS and Applicable Standard Federal and State Certifications and Assurances. GRANTEE agrees to comply with applicable laws, executive orders, regulations and policies including Texas Government Code, Chapter 783, and the Texas Grant Management Standards (TxGMS), and any other applicable federal or state grant management standards or requirements. Further, GRANTEE agrees to comply with the applicable OAG Certifications and Assurances, which are incorporated herein by reference, including, but not limited to, the equal employment opportunity program certification, disclosure and certification regarding lobbying, non-procurement debarment certification, drug-free workplace certification, annual single audit certification, compliance with annual independent financial audit filing requirement, compliance with TxGMS and the applicable 2 CFR Part 200, return of grant funds in the event of loss or misuse, and conflict of interest.

10.3 Generally Accepted Accounting Principles or Other Recognized Accounting Principles. GRANTEE shall adhere to Generally Accepted Accounting Principles promulgated by the American Institute of Certified Public Accountants, unless other recognized accounting principles are required by GRANTEE. GRANTEE shall follow OAG fiscal management policies and procedures in processing and submitting requests for reimbursement and maintaining financial records related to this Grant Contract.

10.4 Conflicts of Interest; Disclosure of Conflicts. GRANTEE represents and warrants that performance under the Grant Contract or grant will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety. GRANTEE has not given, or offered to give, nor does GRANTEE intend to give at any time hereafter, any economic opportunity, future

employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or employee of the OAG, at any time during the negotiation of this Grant Contract or in connection with this Grant Contract, except as allowed under relevant state or federal law. Further, GRANTEE represents and warrants that in the administration of the grant, it will comply with all conflict of interest prohibitions and disclosure requirements required by applicable law, rules, and policies, including Chapter 176 of the Texas Local Government Code. If circumstances change during the course of the Grant Contract or grant, GRANTEE shall promptly notify the OAG. GRANTEE will establish safeguards to prohibit its employees from using their positions for a purpose that constitutes or presents the appearance of a personal or organizational conflict of interest or personal gain. GRANTEE will operate with complete independence and objectivity without an actual, potential or apparent conflict of interest with respect to its performance under this Grant Contract. GRANTEE must disclose, in writing, within fifteen (15) calendar days of discovery, any existing or potential conflicts of interest relative to its performance under this Grant Contract.

10.5 Does Not Boycott Israel. To the extent required by Texas Government Code Section 2271.002, GRANTEE represents and warrants, that neither GRANTEE, nor any subcontractor, assignee, or sub-recipient of GRANTEE, currently boycotts Israel, or will boycott Israel during the term of this Grant Contract. GRANTEE agrees to take all necessary steps to ensure this certification remains true for any future subcontractor or assignee. For purposes of this provision, "Boycott Israel" shall have the meaning assigned by Texas Government Code, Sec. 808.001(1).

10.6 Law Enforcement Funding. To the extent applicable, GRANTEE acknowledges that, under article IX, section 4.01 of the General Appropriations Act for the term covered by this Grant Contract, funds may only be expended under this Grant Contract if GRANTEE is in compliance with all rules developed by the Commission on Law Enforcement or if the Commission on Law Enforcement has certified that GRANTEE is in the process of achieving compliance.

10.7 Restriction on Abortion Funding. GRANTEE acknowledges that, under article IX, section 6.24 of the General Appropriations Act for the term covered by this Grant Contract, and except as provided by that Act, funds may not be distributed under this Grant Contract to any individual or entity that: (1) performs an abortion procedure that is not reimbursable under the State's Medicaid program; (2) is commonly owned, managed, or controlled by an entity that performs an abortion procedure that is not reimbursable under the State's Medicaid program; or (3) is a franchise or affiliate of an entity that performs an abortion procedure that is not reimbursable under the State's Medicaid program.

SECTION 11. SPECIAL TERMS AND CONDITIONS

11.1 Independent Contractor Status; Indemnity and Hold Harmless Agreement. GRANTEE expressly agrees that it is an independent contractor. Under no circumstances shall any owner, incorporator, officer, director, employee, or volunteer of GRANTEE be considered a state employee, agent, servant, or partner of, or part of any joint venture or joint enterprise with,

the OAG or the State of Texas. GRANTEE agrees to take such steps as may be necessary to ensure that each contractor of GRANTEE will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, or partner of, or part of any joint venture or joint enterprise with the OAG or the State of Texas.

All persons furnished, used, retained, or hired by or on behalf of GRANTEE or any of GRANTEE's contractors shall be considered to be solely the employees or agents of GRANTEE or GRANTEE's contractors. GRANTEE or GRANTEE's contractors shall be responsible for ensuring that any and all appropriate payments are made, such as unemployment, workers compensation, social security, any benefit available to a state employee as a state employee, and other payroll taxes for such persons, including any related assessments or contributions required by law.

GRANTEE or contractors are responsible for all types of claims whatsoever due to actions or performance under this Grant Contract, including, but not limited to, the use of automobiles or other transportation by its owners, incorporators, officers, directors, employees, volunteers or any third parties. TO THE EXTENT PERMISSIBLE UNDER THE TEXAS CONSTITUTION AND LAWS PROMULGATED THEREUNDER, GRANTEE SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS OAG AND THE STATE OF TEXAS, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEYS FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF GRANTEE OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE GRANT CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE GRANT CONTRACT. THE DEFENSE SHALL BE COORDINATED BY GRANTEE WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND GRANTEE MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. OAG AND GRANTEE AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

11.2 Publicity. GRANTEE shall not use the OAG's name or refer to the OAG directly or indirectly in any media release, social media posting, public service announcement, or public service disclosure relating to this Grant Contract or any acquisition pursuant hereto, including in any promotional or marketing materials, without first obtaining written consent from the OAG. This section is not intended to and does not limit GRANTEE's ability to comply with its obligations and duties under the Texas Open Meetings Act and/or the Texas Public Information Act.

11.3 Intellectual Property. GRANTEE understands and agrees that GRANTEE may copyright any original books, manuals, films, or other original material and intellectual property developed

or produced out of funds obtained under this Grant Contract, subject to the royalty-free, non-exclusive, and irrevocable license which is hereby reserved by the OAG and granted by GRANTEE to the OAG or, where applicable, the State of Texas, or if federal funds are expended, the United States Government. GRANTEE hereby grants the OAG an unrestricted, royalty-free, non-exclusive, and irrevocable license to use, copy, modify, reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), at no additional cost to the OAG, in any manner the OAG deems appropriate in the exercise of its sole discretion, any component of such intellectual property.

GRANTEE shall obtain from subrecipients, contractors, and subcontractors (if any) all rights and data necessary to fulfill the GRANTEE's obligations to the OAG under this Grant Contract. If a proposed subrecipient, contractor, or subcontractor refuses to accept terms affording the OAG such rights, GRANTEE shall promptly bring such refusal to the attention of the OAG Program Manager for the Grant Contract and not proceed with the agreement in question without further authorization from the OAG.

11.4 Program Income. Gross income directly generated from the grant funds through a project or activity performed under this Grant Contract is considered program income. Unless otherwise required under the terms of this Grant Contract, any program income shall be used by GRANTEE to further the program objectives of the project or activity funded by this grant, and the program income shall be spent on the same project or activity in which it was generated. GRANTEE shall identify and report this income in accordance with the OAG's reporting instructions. GRANTEE shall expend program income during this Grant Contract term; program income not expended in this Grant Contract term shall be refunded to the OAG.

11.5 No Supplanting. GRANTEE shall not supplant or otherwise use funds from this Grant Contract to replace or substitute existing funding from other sources that also supports the activities that are the subject of this Grant Contract.

11.6 No Solicitation or Receipt of Funds on Behalf of OAG. It is expressly agreed that any solicitation for or receipt of funds of any type by GRANTEE is for the sole benefit of GRANTEE and is not a solicitation for or receipt of funds on behalf of the OAG or the Attorney General of the State of Texas.

11.7 No Subcontracting, Assignment, or Delegation Without Prior Written Approval of OAG. GRANTEE may not subcontract, assign any of its rights, or delegate any of its duties under this Grant Contract without the prior written approval of the OAG. OAG shall maintain the complete and sole discretion to approve or deny any request to subcontract, assign any right, or delegate any duty under this Grant Contract, and the OAG may withhold its approval for any reason or no reason. In the event OAG approves subcontracting, assignment, or delegation by GRANTEE, GRANTEE will ensure that its contracts with others shall require compliance with the provisions of this Grant Contract. GRANTEE, in subcontracting for any performances specified herein, expressly understands and agrees that it is not relieved of its responsibilities for ensuring that all performance is in compliance with this Grant Contract and that the OAG shall not

be liable in any manner to GRANTEE's subcontractor(s). GRANTEE represents and warrants that it will maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

11.8 No Grants to Certain Organizations. GRANTEE confirms by executing this Grant Contract that it does not make contributions to campaigns for elective office or endorse candidates.

11.9 No Waiver of Sovereign Immunity. The Parties agree that no provision of this Grant Contract is in any way intended to constitute a waiver by the OAG or the State of Texas of any immunities from suit or from liability that the OAG or the State of Texas may have by operation of law.

11.10 Governing Law; Venue.
This agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under this agreement is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute that directly names or otherwise identifies its applicability to the OAG.

GRANTEE hereby waives and agrees not to assert by way of motion, as a defense, or otherwise, in any suit, action or proceeding, any claim that GRANTEE is not personally subject to the jurisdiction of the above-named courts; the suit, action or proceeding is brought in an inconvenient forum; and/or the venue of the suit, action or proceeding.

11.11 U.S. Department of Homeland Security's E-Verify System. GRANTEE will ensure that it utilizes the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of any new employee hired after the effective date of this Grant Contract who will be working on any matter covered by this Grant Contract.

11.12 No Use of Grant Money for Lobbying. GRANTEE shall not use any grant funds provided by OAG to GRANTEE to influence the passage or defeat of any legislative measure or election of any candidate for public office. GRANTEE represents and warrants that OAG'S payments to GRANTEE and GRANTEE'S receipt of appropriated or other funds under the contract or grant are not prohibited by Sections 403.1067 or 556.0055 of the Texas Government Code which restrict lobbying expenditures.

11.13 Dispute Resolution Process. The dispute resolution process provided for in Chapter 2009 of the Texas Government Code shall be used to resolve any dispute arising under this Grant Contract including specifically any alleged breach of the Contract by OAG.

11.14 Child Support Obligation Affirmation. GRANTEE represents and warrants that it will include the following clause in the award documents for every subaward and subcontract and will require subrecipients and contractors to certify accordingly: "Under Section 231.006 of the Family Code, the vendor or applicant certifies that the individual or business entity named in this contract,

bid or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. A bid or an application for a contract, grant, or loan paid from state funds must include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application."

11.15 Excluded Parties. GRANTEE certifies that it is not listed in the prohibited vendors list authorized by Executive Order No. 13224, "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism", published by the United States Department of the Treasury, Office of Foreign Assets Control.

11.16 Executive Head of a State Agency Affirmation. In accordance with Section 669.003 of the Texas Government Code, relating to contracting with an executive head of a state agency, GRANTEE certifies that it is not (1) the executive head of the OAG, (2) a person who at any time during the four years before the date of the contract or grant was the executive head of the OAG, (3) a person who employs a current or former executive head of the OAG.

11.17 Political Polling Prohibition. GRANTEE represents and warrants that it does not perform political polling and acknowledges that appropriated funds may not be granted to, or expended by, any entity which performs political polling.

11.18 Financial Participation Prohibited Affirmation. Under Section 2155.004(b) of the Texas Government Code, GRANTEE certifies that the individual or business entity named in this contract is not ineligible to receive the specified contract or grant funding and acknowledges that the contract may be terminated and all payments withheld if this certification is inaccurate.

11.19 Human Trafficking Prohibition. Under Section 2155.0061 of the Texas Government Code, the GRANTEE certifies that the individual or business entity named in this contract is not ineligible to receive the specified contract or grant funding and acknowledges that this contract may be terminated and all payments withheld if this certification is inaccurate.

11.20 Prior Disaster Relief Contract Violation. Under Sections 2155.006 and 2261.053 of the Texas Government Code, the GRANTEE certifies that the individual or business entity named in this contract is not ineligible to receive the specified contract or grant funding and acknowledges that this contract may be terminated and all payments withheld if this certification is inaccurate.

11.21 Cybersecurity Training Program. All GRANTEES must complete a cybersecurity training. If the GRANTEE is a local unit of government, GRANTEE represents and warrants its compliance with Section 2054.5191 of the Texas Government Code relating to the cybersecurity training program for local government employees who have access to a local government computer system or database. If the GRANTEE has access to any state computer system or database, GRANTEE shall complete cybersecurity training and verify completion of the training program to the Agency pursuant to and in accordance with Section 2054.5192 of the

Government Code.

11.22 Debarment and Suspension. GRANTEE certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the *State of Texas Debarred Vendor List* maintained by the Texas Comptroller of Public Accounts and the *System for Award Management (SAM)* maintained by the General Services Administration.

11.23 Disclosure Protections for Certain Charitable Organizations, Charitable Trusts, and Private Foundations. GRANTEE represents and warrants that it will comply with Section 2252.906 of the Texas Government Code relating to disclosure protections for certain charitable organizations, charitable trusts, and private foundations.

11.24 Legal Authority. GRANTEE represents that it possesses legal authority to enter into this Grant Contract. A resolution, motion or similar action has been duly adopted or passed as an official act of the GRANTEE'S governing body, authorizing the execution of the Grant Contract, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative, or the designee of GRANTEE to act in connection with the Grant Contract and to provide such additional information as may be required.

11.25 Limitations on Grants to Units of Local Government. GRANTEE acknowledges and agrees that appropriated funds may not be expended in the form of a grant to, or contract with, a unit of local government unless the terms of the grant or contract require that the funds received under the grant or contract will be expended subject to the limitations and reporting requirements similar to those provided by the following:

a. Parts 2 and 3 of the Texas General Appropriations Act, Art. IX, except there is no requirement for increased salaries for local government employees;
b. Sections 556.004, 556.005, and 556.006 of the Texas Government Code; and
c. Sections 2113.012 and 2113.101 of the Texas Government Code

11.26 Open Meetings. If the GRANTEE is a governmental entity, GRANTEE represents and warrants its compliance with Chapter 551 of the Texas Government Code which requires all regular, special or called meeting of a governmental body to be open to the public, except as otherwise provided by law.

11.27 COVID-19 Documentation. Pursuant to Texas Health and Safety Code, Section 161.0085(c), a business in this state may not require a customer to provide any documentation certifying the customer's COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service from the business. To the extent applicable, Grantee represents and warrants that it is in compliance with Texas Health and Safety Code, Section 161.0085 and is eligible, pursuant to that section, to receive a grant or otherwise enter into a contract payable with state funds.

11.28 Public Camping Ban. GRANTEE certifies that it has not received a final judicial

determination finding it intentionally adopted or enforced a policy that prohibited or discouraged the enforcement of a public camping ban in an action brought by the Attorney General under Local Government Code § 364.003. If GRANTEE is currently being sued under the provisions of Local Government Code § 364.003, or is sued under this section at any point during the duration of this grant, GRANTEE must immediately disclose the lawsuit and its current posture to the OAG.

11.29 Disaster Recovery Plan. Upon request of OAG, GRANTEE shall provide the descriptions of its business continuity and disaster recovery plans.

11.30 Discrimination Prohibited. To the extent applicable, in accordance with Section 2105.004 of the Texas Government Code, GRANTEE represents and warrants that it will not use block grant funds in a manner that discriminates on the basis of race, color, national origin, sex, or religion.

11.31 Force Majeure. Neither GRANTEE nor OAG shall be liable to the other for any delay in, or failure of performance, of any requirement included in the Grant Contract caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing Party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, epidemics or pandemics, or other causes that are beyond the reasonable control of either Party and that by exercise of due foresight such Party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such Party is unable to overcome.

SECTION 12. CONSTRUCTION OF CONTRACT AND AMENDMENTS

12.1 Construction of Contract. The provisions of Section 1 are intended to be a general introduction to this Grant Contract. To the extent the terms and conditions of this Grant Contract do not address a particular circumstance or are otherwise unclear or ambiguous, such terms and conditions are to be construed consistent with the general objectives, expectations and purposes of this Grant Contract.

12.2 Entire Agreement, including All Exhibits. This Grant Contract, including all exhibits, reflects the entire agreement between the Parties with respect to the subject matter therein described, and there are no other representations (verbal or written), directives, guidance, assistance, understandings or agreements between the Parties related to such subject matter. By executing this Grant Contract, GRANTEE agrees to strictly comply with the requirements and obligations of this Grant Contract, including all exhibits.

12.3 Amendment. This Grant Contract shall not be modified or amended except in writing, signed by both parties. Any properly executed amendment of this Grant Contract shall be binding upon the Parties and presumed to be supported by adequate consideration.

12.4 Partial Invalidity. If any term or provision of this Grant Contract is found to be illegal or unenforceable, such construction shall not affect the legality or validity of any of its other provisions. It is the intent and agreement of the Parties to this Grant Contract that the resulting Grant Contract shall be deemed amended by modifying such provision to the extent necessary to render it valid, legal and enforceable while preserving its intent or, if such modification is not possible, by substituting another provision that is valid, legal and enforceable and that achieves the same objective. All other provisions of the Grant Contract will continue in full force and effect.

12.5 Non-waiver. The failure of any Party to insist upon strict performance of any of the terms or conditions herein, irrespective of the length of time of such failure, shall not be a waiver of that Party's right to demand strict compliance in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation under this Grant Contract shall constitute a consent or waiver to or of any breach or default in the performance of the same or any other obligation of this Grant Contract.

12.6 Official Capacity. The Parties stipulate and agree that the signatories hereto are signing, executing and performing this Grant Contract only in their official capacity.

12.7 Signature Authority. The undersigned Parties represent and warrant that the individuals submitting this document are authorized to sign such documents on behalf of the respective parties.

12.8 False Statements. GRANTEE agrees and acknowledges that if GRANTEE signs the Grant Contract with a false statement or it is subsequently determined that GRANTEE has violated any of the representations, warranties, guarantees, certifications, or affirmations included in the Grant Contract, or any documents submitted in connection with the Grant Contract, then GRANTEE will be in default under the Grant Contract and OAG may terminate or void the Grant Contract.

IN WITNESS HEREOF, THE PARTIES HAVE SIGNED AND EXECUTED THIS CONTRACT IN MULTIPLE COUNTERPARTS.

OFFICE OF THE ATTORNEY GENERAL

Williamson County

_____

Printed Name: _____
Office of the Attorney General

_____

Printed Name: Bill Gravell
Authorized Official

SAVNS MAINTENANCE GRANT CONTRACT

OAG Contract No. C-00433

EXHIBIT A

Population Size: Large

The total liability of the OAG for any type of liability directly or indirectly arising out of this Grant Contract and in consideration of GRANTEE'S full, satisfactory and timely performance of all its duties, responsibilities, obligations, liability, and for reimbursement by the OAG for expenses, if any, as set forth in this Grant Contract or arising out of any performance herein shall not exceed the following:

Annual Cost for Jail	Annual Cost for Courts	MAXIMUM REIMBURSABLE COSTS
$25,212.50	$4,190.66	$29,403.16

The annual costs listed above will be billed by the Vendor on a quarterly basis pursuant to the terms of Participating entity Service Agreement (Exhibit B). The OAG is not obligated to pay for services prior to the commencement or after the termination of this Grant Contract.

EXHIBIT B

THIRD CONTRACT RENEWAL
PARTICIPATING ENTITY SERVICES AGREEMENT FOR THE STATEWIDE AUTOMATED VICTIM NOTIFICATION SERVICE (SAVNS)

Contract No.

WHEREAS, the Office of the Attorney General (OAG) is the Texas State agency tasked with certifying a statewide vendor to provide a Statewide Automated Victim Notification Service (SAVNS) to a variety of political subdivisions of the State of Texas, including counties, county Sheriffs, clerks and attorneys, district attorneys, and courts ("Participating Entities");

WHEREAS OAG certified and contracted with **Appriss Insights, LLC. ("Vendor")** as the statewide vendor to provide SAVNS to each of the Participating Entities ("OAG Certification Agreement");

WHEREAS [NAMED ENTITY] as a Participating Entity and VENDOR executed a Participating Services Agreement identified as Contract No. [INSERT CONTRACT NUMBER] under which VENDOR would provide SAVNS to [NAMED ENTITY] (the "Contract");

WHEREAS SECTION 1 of the Contract permitted the [NAMED ENTITY] to, in its sole and absolute discretion, renew the Contract, for four (4) additional one (1) year renewal terms (each a "Renewal Term") to the extent the OAG Certification Agreement, remains in effect;

WHEREAS the OAG exercised its option to renew the OAG Certification Agreement, extending the term thereof to August 31, 2023;

NOW, THEREFORE, THIS **THIRD CONTRACT RENEWAL** is exercised by [NAMED ENTITY] as follows:

The Contract terminated on August 31, 2021, and was renewed through August 31, 2022. The Contract is hereby renewed, with this Third Contract Renewal Term ("Third Renewal Term") to begin on September 1, 2022 and end of August 31, 2023. Pursuant to Section 1 of the Contract, this Third Renewal Term and any subsequent renewals, shall be subject to all specifications and terms and conditions of the Contract, the OAG Certification Agreement, and the Incorporated Documents as defined in Section 2 therein.

[NAMED ENTITY] by:

_____	_____
Signature	*Date*
_____	_____
Name	*Title*

Acknowledged by Appriss Insights, LLC.

_____	_____
Signature	*Date*
_____	_____
Name	*Title*

EXEMPLAR

DocuSign

Certificate Of Completion

Envelope Id: 1574FF64AA0B4DAF80D0C3DFFF89A860
Status: Sent
Subject: Please DocuSign: FY 2023 SAVNS Grant Contract
Template ID:
Template ID Usage Tracking:
Division Designed Templates:
Template ID Usage Tracking - List 2:
Division Designed Templates - List 2:
Source Envelope:
Document Pages: 25
Signatures: 0
Certificate Pages: 7
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Disabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Envelope Originator:
Karly Watson
PO Box 12548
Austin, TX 78711-2548
Karly.Watson@oag.texas.gov
IP Address: 204.64.55.14

Record Tracking

Status: Original
8/26/2022 1:43:09 PM
Holder: Karly Watson
Karly.Watson@oag.texas.gov
Location: DocuSign

Signer Events	Signature	Timestamp
Bill Gravell ctyjudge@wilco.org Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 9/1/2022 1:24:41 PM ID: 78a2bf5c-b930-4c7c-9254-5a6816af9a06		Sent: 8/26/2022 1:43:12 PM Viewed: 9/1/2022 1:24:41 PM
Grants Administration Division Chief Signing Group: Grants Administration Division Chief Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		
Crime Victim Services - Director Signing Group: Crime Victim Services - Director Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		
General Counsel – Contract Attorneys Signing Group: General Counsel – Contract Attorneys Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		

Signer Events	Signature	Timestamp
General Counsel, Contracts Signing Group: General Counsel, Contracts Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		
Budget Analysts (Non-CS) Signing Group: Budget Analysts (Non-CS) Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		
Deputy Attorney General for Criminal Justice Signing Group: Deputy Attorney General for Criminal Justice Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Accounting - DocuSign Contracts ACC_DocuSign_Contracts@oag.texas.gov Signing Group: Accounting - DocuSign Contracts Inbox Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		
GCD Contracts GCDContracts@oag.texas.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		
GAD Contract Box GADContracts@oag.texas.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	8/26/2022 1:43:12 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

CONSUMER DISCLOSURE

From time to time, Office of the Attorney General (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Electronic signature

An electronic signature is an electronic identifier, created by a computer, attached to or logically associated with an electronic record, executed or adopted by a person with the intent and with the actual authority to sign the record. Your electronic signature has the same legal force and effect as a manual signature. Your electronic signature constitutes your signature, acceptance, and agreement as if you signed in writing.

Security standards

DocuSign provides security assurance with enterprise-wide ISO 27001:2013 certification, xDTM compliance, as well as SSAE 16, SOC 1 Type 2, SOC 2 Type 2 reports. DocuSign delivers data confidentiality with application level AES 256 bit encryption.

Sending information to and receiving information from us

The Public Information Act, chapter 552 of the Texas Government Code, applies to all information we send and receive. The Public Information Act protects information from public disclosure if it is confidential by any law or rule. If we receive a written request for information, the Public Information Act requires us to publicly disclose requested information that is not confidential by law or rule or otherwise excepted from public disclosure. If you receive any information from us in error, you are not authorized to read, print, retain, copy, or disseminate the information. Any information you receive in error may be confidential information that cannot be disclosed without violating the criminal provisions of the Public Information Act or Texas Penal Code section 39.06. If you receive information in error, please immediately send an e-mail to servicedesk@oag.texas.gov to notify us of the error and delete all copies of the information you received.

Getting paper copies

At any time, you may request from us a paper copy of any record we provided or made available electronically to you through the DocuSign system. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Office of the Attorney General

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: servicedesk@oag.texas.gov

To advise Office of the Attorney General of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at servicedesk@oag.texas.gov and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address.

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

To request paper copies from Office of the Attorney General

To request delivery from us of paper copies of the notices and disclosures we previously provided to you electronically, you must send us an e-mail to servicedesk@oag.texas.gov and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Office of the Attorney General

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an e-mail to servicedesk@oag.texas.gov and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent. The consequences of your withdrawing consent for online documents will be that transactions may take longer time to process.

Required hardware and software

Supported Browsers:	DocuSign supports the latest stable release (except where noted) of the following browsers: Chrome, Firefox, Safari, Internet Explorer 11+, Windows Edge
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	1024 x 768 minimum (for desktops and laptops
Enabled Security Settings:	Allow per session cookies. Users accessing the Internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection. Firewall settings must allow access to the following server: https://docucdn-a.akamaihd.net. DocuSign leverages Akamai as a content delivery service to enhance our application's performance.

** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the ‘I agree’ button below.

By checking the ‘I agree’ box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Office of the Attorney General as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made

available to me by Office of the Attorney General during the course of my relationship with you.

Commissioners Court - Regular Session **58.**

Meeting Date: 09/13/2022

Approval of Consulting Agreement for Racial Profiling Report and Related Services from Del Carmen Consulting, LLC for the Sheriff's Office

Submitted For: Joy Simonton **Submitted By:** Erica Smith, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving the agreement between Del Carmen Consulting, LLC and Williamson County for the Sandra Bland Act and the Texas Racial Profiling Law Compliance and Related Services for the Williamson County Sheriff's Office in the not-to-exceed amount of $8,000.00, 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)., and authorizing execution of the agreement.

Background

Approval of this item will support the operations of the Williamson County Sheriff's Office. This independent quarterly audit and reporting service ensures that Williamson County remains in compliance with the racial profiling state law at all times. Agreement attached outlines the services to be provided. This agreement will cover the one-year term for Fiscal Year 2023. Legal, contract audit, and budget have reviewed this purchase. This expenditure will be charged to FY23 01.0100.0560.004100. Department contact is Rebecca Rodriguez.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Agreement

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	09/01/2022 09:35 AM
County Judge Exec Asst.	Becky Pruitt	09/01/2022 10:31 AM
Form Started By: Erica Smith		Started On: 08/23/2022 10:46 AM
Final Approval Date: 09/01/2022		

PROFESSIONAL SERVICE AGREEMENT
FOR
SANDRA BLAND ACT AND THE TEXAS RACIAL PROFILING LAW COMPLIANCE AND RELATED SERVICES
FOR
THE WILLIAMSON COUNTY SHERIFF'S OFFICE

This Professional Services Agreement for Sandra Bland Act and the Texas Racial Profiling Law Compliance and Related Services for the Williamson County Sheriff's Office ("Agreement") is entered into between Williamson County, Texas, hereinafter referred to as COUNTY, and Del Carmen Consulting, LLC, hereinafter referred to as PROVIDER, for the purpose of providing professional services related to compliance with the Sandra Bland Act and the Texas Racial Profiling Law for the Williamson County Sheriff's Office, which the Commissioners Court finds serves a public purpose and serves the public welfare of the citizens of Williamson County.

I.
SCOPE OF SERVICES

PROVIDER shall provide, upon request by the Williamson County Sheriff or his designee, the services set forth in the, attached hereto as **Exhibit "A"**. All services provided by PROVIDER shall be performed according to the regularly accepted standards for such services in the State of Texas.

II.
TERM

This Agreement shall become effective as of the date of the last party's execution below and continue until September 30, 2023, unless terminated sooner as authorized herein.

III.
COST AND PAYMENT

PROVIDER will be compensated based on the attached Exhibit A with Scope of Services, which is attached and incorporated herein as if copied in full. The not- to-exceed amount under this agreement is **$8,000.00 for FY2023** (from effective date through

September 30, 2023), unless amended by a change order and approved by the Williamson County Commissioners Court. Consultant will invoice County for Services Rendered.

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

IV.
AGENCY-INDEPENDENT CONTRACTOR

Neither the COUNTY nor any employee thereof is an agent of PROVIDER and neither PROVIDER nor any employee thereof is an agent of the COUNTY. This agreement does not and shall not be construed to entitle either party or any of their respective employees, if applicable, to any benefit, privilege, or other amenities of employment by the other party. The parties agree and acknowledge that PROVIDER is acting as an independent contractor under this Agreement.

V.
ASSIGNMENT; SUCCESSORS AND ASSIGNS

Neither party may assign, in whole or in part, any interest it may have in this Agreement without the prior written consent of the other party. This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns.

VI.
THIRD PARTY BENEFICIARY EXCLUDED

No person not a party to this Agreement may bring a cause of action pursuant to this Agreement as a third-party beneficiary. This Agreement may not be interpreted to waive the sovereign immunity of any party to this Agreement to the extent such party may have immunity under Texas law.

VII.
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.

VIII.
TERMINATION

This Agreement may be terminated, with or without cause, by either party by providing written notice to the other party at least thirty (30) days prior to the intended date of termination. In the event of termination, COUNTY will only be liable for its pro rata share of services rendered and goods actually received.

IX.
NOTICE

Any notice or other writing required by this Agreement shall be deemed given when personally delivered or mailed by certified or registered United States mail, postage prepaid, addressed as follows:

COUNTY: Williamson County Judge
Bill Gravell (or successor)
710 Main Street, Ste. 101
Georgetown, Texas 78626

with copy to: Williamson County Sheriff
Mike Gleason
508 Rock Street
Georgetown, Texas 78626

PROVIDER: Del Carmen Consulting, LLC
Attn: Del Carmen
3122 Westwood Drive
Arlington, TX 76012

X.
SEVERABILITY

If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is the desire and intention of each

that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Agreement and be deemed to be validated and enforceable.

XI.
VENUE AND GOVERNING LAW

Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in Williamson County, Texas. 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.

XII.
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 or employees, nor to create any legal rights or claim on behalf of any third party. COUNTY does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

XIII.
COUNTY'S RIGHT TO AUDIT

PROVIDER 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 PROVIDER which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. PROVIDER agrees that COUNTY shall have access during normal working hours to all necessary PROVIDER facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. COUNTY shall give PROVIDER reasonable advance notice of intended audits.

XIV.
APPROPRIATION OF FUNDS

COUNTY believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement. 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.

XV.
ENTIRE AGREEMENT

This Agreement represents the entire understanding of and between the parties and supersedes all prior representations and prior agreements between the parties. This Agreement may not be varied orally, but must be amended by written document of subsequent date duly executed by these parties.

Executed by the parties on the date referenced below to be effective as of the date of the last party's execution.

WILLIAMSON COUNTY, TEXAS

_____
Bill Gravell
Williamson County Judge

Date: _____ _____, 20____

PROVIDER:

Alejandro del Carmen
Del Carmen Consulting, LLC

Date: 8/30 ____, 2022

EXHIBIT "A"
SCOPE OF SERVICES

1) **Perform quarterly audits on the motor vehicle data in accordance with state law.**

2) **Draft the annual racial profiling report due March 1, 2023.**

3) **Perform the legally required data analysis on the racial profiling data which will be part of the annual racial profiling report.**

4) **Perform the legally required data analysis on searches which will part of the annual racial profiling report.**

Commissioners Court - Regular Session **59.**

Meeting Date: 09/13/2022

Parkside at Mayfield Ranch MUD Standard Agreement for County Sheriff

Submitted For: Mike Gleason **Submitted By:** Starla Hall, Sheriff

Department: Sheriff

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action regarding approval and receipt of the Standard Agreement with Parkside at Mayfield Ranch Municipal Utility District for off duty contracting of County Sheriff Deputies to be effective October 1, 2022.

Background

This renewal agreement gives permission for Parkside at Mayfield Ranch MUD to contract County Sheriff Deputies in a private capacity and the County to invoice that MUD for deputies' vehicle usage. The term of this agreement shall begin on October 1, 2022 and will have two additional one year automatic renewals on October 1, 2023 and October 1, 2024. The agreement will be revisited with proper approvals from the Commissioners Court for October 1, 2025 (FY'26).

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Parkside at Mayfield Ranch MUD

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/06/2022 10:08 AM
Form Started By: Starla Hall		Started On: 09/02/2022 03:18 PM
Final Approval Date: 09/06/2022		

STATE OF TEXAS	§	**STANDARD AGREEMENT WITH**
	§	**LOCAL GOVERNMENTAL ENTITY**
	§	**REGARDING OFF-DUTY**
	§	**CONTRACTING OF COUNTY**
COUNTY OF WILLIAMSON	§	**SHERIFF DEPUTIES**

This interlocal agreement (hereinafter, the "AGREEMENT") is entered into by and between the local governmental entity set forth on the signature page below (hereinafter, "LGE") in the State of Texas, and Williamson County, Texas (hereinafter, "COUNTY") a political subdivision of the State of Texas, and the Williamson County SHERIFF's Office set forth on the signature page below (hereinafter, "SHERIFF'S OFFICE").

For and in consideration of the permission given by COUNTY for the LGE to contract in a private capacity DEPUTIES of the SHERIFF'S OFFICE (hereinafter "DEPUTIES"), while DEPUTIES are not on duty with and for the COUNTY, it is hereby agreed as follows:

1. It is mutually agreed that while the DEPUTIES are working for the LGE, the DEPUTIES' primary responsibility is the enforcement of Federal and State laws and COUNTY Ordinances or Regulations to protect life and property and to keep the peace. The DEPUTIES cannot enforce "district policies" or "house rules" of the District. The DEPUTIES shall enforce District Rules and Regulations adopted pursuant to Section 54.205(4) of the Texas Water Code and published in accordance with Sections 54.206 through 54.208 of the Texas Water Code provided that a violation of such District Rules and Regulations also constitutes a crime under the Texas Penal Code. DEPUTIES are at all times subject to the rules and policies of the SHERIFF'S OFFICE. ***LGE expressly acknowledges and agrees that such DEPUTIES are at all times independent contractors of LGE when contracted by the LGE.***

2. It is understood by the LGE that the COUNTY shall retain the right to withdraw at any time its permission for the DEPUTIES to work in a private capacity. If the permission of the COUNTY is withdrawn, the LGE agrees to terminate its contractor relationships with DEPUTIES. The LGE, as part of this AGREEMENT, binds itself to release and hold harmless the COUNTY from any liability or claim for damages in the event such permission is withdrawn by the COUNTY.

3. Prior to the beginning of DEPUTIES contracting with the LGE, the LGE shall obtain a comprehensive general liability insurance policy from a company authorized to do business in the State of Texas or intergovernmental risk pool with minimum amounts of Ten Thousand Dollars ($10,000) per occurrence for property damage, One Hundred Thousand Dollars ($100,000) per person, and Three

Hundred Thousand Dollars ($300,000) per occurrence for personal injury. COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED UNDER THIS COVERAGE.

4. The term of this AGREEMENT shall begin on the 1st day of October, 2022 and shall terminate on September 30, 2023, and we will have two additional one (1) year automatic renewals. The AGREEMENT will automatically renew on October 1, 2023, and October 1, 2024. It must be revisited with proper approvals from the applicable governing bodies and elected official(s) for FY2026.

5. State law requires that law enforcement personnel conducting "off-duty" work must be both "full time" and "entitled" to fringe benefits. Tex. Occup. Code Sec. 1702.322(A) & (B)(i). Thus, part-time deputies and "reserve" officers may not conduct "off-duty" work.

6. The COUNTY agrees that each of the DEPUTIES will be properly insured with automobile liability insurance while operating the patrol vehicle in accordance with Section 612.005(b) of the Texas Government Code, and any other applicable laws.

7. COUNTY agrees to invoice LGE for the reimbursement amounts for DEPUTIES' vehicle usage at the rate of $8.00 per hour per vehicle (to cover LGE's fair share of costs for fuel, maintenance, and yearly premiums on automobile insurance). The LGE acknowledges that the above described reimbursement rate will not totally cover the entire costs incurred by COUNTY for the fully equipped patrol vehicle that is being utilized by such DEPUTIES in the LGE's Area; provided, however, COUNTY deems such unrecovered costs for the fully equipped patrol vehicle to be of a public benefit to the citizens of Williamson County.

8. LGE agrees to log and maintain all times that vehicles are allotted to off-duty work, whether actually used or parked, for each vehicle used by DEPUTIES on a monthly basis. LGE shall provide such vehicle time records to COUNTY and SHERIFF'S OFFICE no later than the end of each quarter (end of month for each of the following: March, June, September, and December). COUNTY will invoice based on the total usage and rate, as set forth in Paragraph 7, and LGE will pay such invoice pursuant Chapter 2251 of the Texas Government Code ("Texas Prompt Payment Act"). Reporting must be submitted to:

SHERIFF'S OFFICE: At the address set forth on the signature page below.

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

9. LGE agrees that it shall pay deputies directly and file 1099 forms with the Internal Revenue Service.

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

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

LGE:

Name of LGE: Parkside at Mayfield Ranch Municipal Utility District

Signature: _____

Printed Name: Mark Whitehead

Title: President, Board of Directors

Date: August 9, 2022

WILLIAMSON COUNTY SHERIFF'S OFFICE:

Williamson County Sheriff

Printed Name of Official: Michael T. Gleason

Signature of Official: _____

Date: September 1, 2022

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

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

TO BE EXECUTED BY COUNTY COMMISSIONERS COURT FOR
CONFIRMATION OF BUDGETARY AUTHORIZATION
RELATED TO USE OF
VEHICLES FOR OFF-DUTY WORK[1]

WILLIAMSON COUNTY COMMISSIONERS COURT:

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

Date: _____, 20____

[1] Including, but not limited to fuel, insurance, and maintenance of county-owned assets.

Commissioners Court - Regular Session **60.**

Meeting Date: 09/13/2022

WC MUD #12-Rancho Sienna Standard Agreement for County Sheriff

Submitted For: Mike Gleason **Submitted By:** Starla Hall, Sheriff

Department: Sheriff

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action regarding approval and receipt of the Standard Agreement with Williamson County Municipal Utility District #12 for off duty contracting of County Sheriff Deputies to be effective October 1, 2022.

Background

This renewal agreement gives permission for WC MUD #12 (Rancho Sienna) to contract County Sheriff deputies in a private capacity and the County to invoice that MUD for deputies' vehicle usage. The term of this agreement shall begin on October 1, 2022 and will have two additional one year automatic renewals on October 1, 2023 and October 1, 2024. The agreement will be revisited with proper approvals from the Commissioners Court for October 1, 2025 (FY'26).

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

WC MUD #12

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/06/2022 10:08 AM
Form Started By: Starla Hall		Started On: 09/02/2022 03:42 PM
Final Approval Date: 09/06/2022		

STATE OF TEXAS	§	**STANDARD AGREEMENT WITH**
	§	**LOCAL GOVERNMENTAL ENTITY**
	§	**REGARDING OFF-DUTY**
	§	**CONTRACTING OF COUNTY**
COUNTY OF WILLIAMSON	§	**SHERIFF DEPUTIES**

This interlocal agreement (hereinafter, the "AGREEMENT") is entered into by and between the local governmental entity set forth on the signature page below (hereinafter, "LGE") in the State of Texas, and Williamson County, Texas (hereinafter, "COUNTY") a political subdivision of the State of Texas, and the Williamson County SHERIFF's Office set forth on the signature page below (hereinafter, "SHERIFF'S OFFICE").

For and in consideration of the permission given by COUNTY for the LGE to contract in a private capacity DEPUTIES of the SHERIFF'S OFFICE (hereinafter "DEPUTIES"), while DEPUTIES are not on duty with and for the COUNTY, it is hereby agreed as follows:

1. It is mutually agreed that while the DEPUTIES are working for the LGE, the DEPUTIES' primary responsibility is the enforcement of Federal and State laws and COUNTY Ordinances or Regulations to protect life and property and to keep the peace. The DEPUTIES cannot enforce "district policies" or "house rules" of the District. The DEPUTIES shall enforce District Rules and Regulations adopted pursuant to Section 54.205(4) of the Texas Water Code and published in accordance with Sections 54.206 through 54.208 of the Texas Water Code provided that a violation of such District Rules and Regulations also constitutes a crime under the Texas Penal Code. DEPUTIES are at all times subject to the rules and policies of the SHERIFF'S OFFICE. ***LGE expressly acknowledges and agrees that such DEPUTIES are at all times independent contractors of LGE when contracted by the LGE.***

2. It is understood by the LGE that the COUNTY shall retain the right to withdraw at any time its permission for the DEPUTIES to work in a private capacity. If the permission of the COUNTY is withdrawn, the LGE agrees to terminate its contractor relationships with DEPUTIES. The LGE, as part of this AGREEMENT, binds itself to release and hold harmless the COUNTY from any liability or claim for damages in the event such permission is withdrawn by the COUNTY.

3. Prior to the beginning of DEPUTIES contracting with the LGE, the LGE shall obtain a comprehensive general liability insurance policy from a company authorized to do business in the State of Texas with minimum amounts of Ten Thousand Dollars ($10,000) per occurrence for property damage, One Hundred Thousand Dollars ($100,000) per person, and Three Hundred Thousand Dollars ($300,000) per occurrence for personal injury. COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED UNDER THIS COVERAGE.

4. The term of this AGREEMENT shall begin on October 1, 2022 and shall terminate on September 30, 2023, and will have two additional one (1) year automatic renewals. The AGREEMENT will automatically renew on October 1, 2023, and October 1, 2024. It must be revisited with proper approvals from the applicable governing bodies and elected

official(s) for FY2026.

5. State law requires that law enforcement personnel conducting "off-duty" work must be both "full time" and "entitled" to fringe benefits. Tex. Occup. Code Sec. 1702.322(A) & (B)(i). Thus, part-time deputies and "reserve" officers may not conduct "off-duty" work.

6. The COUNTY agrees that each of the DEPUTIES will be properly insured with automobile liability insurance while operating the patrol vehicle in accordance with Section 612.005(b) of the Texas Government Code, and any other applicable laws.

7. COUNTY agrees to invoice LGE for the reimbursement amounts for DEPUTIES' vehicle usage at the rate of $8.00 per hour per vehicle (to cover LGE's fair share of costs for fuel, maintenance, and yearly premiums on automobile insurance). The LGE acknowledges that the above described reimbursement rate will not totally cover the entire costs incurred by COUNTY for the fully equipped patrol vehicle that is being utilized by such DEPUTIES in the LGE's Area; provided, however, COUNTY deems such unrecovered costs for the fully equipped patrol vehicle to be of a public benefit to the citizens of Williamson County.

8. LGE agrees to log and maintain all times that vehicles are allotted to off-duty work, whether actually used or parked, for each vehicle used by DEPUTIES on a monthly basis. LGE shall provide such vehicle time records to COUNTY and SHERIFF'S OFFICE no later than the end of each quarter (end of month for each of the following: March, June, September, and December). COUNTY will invoice based on the total usage and rate, as set forth in Paragraph 7, and LGE will pay such invoice pursuant Chapter 2251 of the Texas Government Code ("Texas Prompt Payment Act"). Reporting must be submitted to:

SHERIFF'S OFFICE: At the address set forth on the signature page below.

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

9. LGE agrees that it shall pay deputies directly and file 1099 forms with the Internal Revenue Service.

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

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

LGE:

Name of LGE: Williamson County Municipal Utility District No. 12

Signature: _____

Printed Name: Andrew Hunt

Title: President, Board of Directors

Date: September 1, 2022

WILLIAMSON COUNTY SHERIFF'S OFFICE:

Williamson County Sheriff

Printed Name of Official: Michael T. Gleason

Signature of Official: _____

Date: September 2, 2022

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

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

TO BE EXECUTED BY COUNTY COMMISSIONERS COURT
FOR CONFIRMATION OF BUDGETARY AUTHORIZATION
RELATED TO USE OF
VEHICLES FOR OFF-DUTY
WORK[1]

WILLIAMSON COUNTY COMMISSIONERS COURT:

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

Date: _____ _____, 2022

[1] Including, but not limited to fuel, insurance, and maintenance of county-owned assets.

Commissioners Court - Regular Session **61.**

Meeting Date: 09/13/2022

Bullet Resistant Shield Grant Program for County Sheriff

Submitted For: Mike Gleason **Submitted By:** Starla Hall, Sheriff

Department: Sheriff

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action to authorize the Williamson County Sheriff's Office to apply for the Criminal Justice Division Bullet-Resistant Shield Grant Program.

Background

The Sheriff's Office is seeking approval to apply for the Bullet-Resistant Shield Grant Program through the Office of the Governor's Criminal Justice Division. The project dates are October 1, 2022 through September 30, 2023. The grant total is approximately $83,200.00 and will provide 12 Level III bullet-resistant shields. Because the focus of the grant is to provide shields to those who may respond to school safety emergencies, eight will be assigned to Patrol Supervisors and four to the SWAT team. The shields may also be used in response to an active shooter event. There is no required match.

The Office of the Governor requires each applicant to submit a signed CEO/Law Enforcement Certifications and Assurances Form as well as a resolution to be approved by the governing body, naming the authorized official with signatory authority.

Staff recommends the following action: Approve the Sheriff's Office to apply for the Criminal Justice Division Bullet-Resistant Shield Grant Program through the Office of the Governor's Criminal Justice Division and approve appropriate County department personnel to complete documentation relevant to the implementation of the grant.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Grants Management Request

CEO/LE Cert & Assurances Form

Resolution

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/07/2022 04:29 PM
Form Started By: Starla Hall		Started On: 09/02/2022 06:20 PM
Final Approval Date: 09/07/2022		

Grant Title/Project Name:	Williamson County Sheriff's Office Bullet-Resistant Shield Grant Program
Department:	Sheriff’s Office
Requestor:	Dana Foster
Contact Email:	dfoster@wilco.org
Contact Phone Number:	512-943-1168
Start Date:	10/1/2022
End Date:	9/30/2023
Please select request category:	Asset
Describe the purpose of the grant in detail to include all requirements.	This will provide 12 Level III bullet-resistant shields for Patrol Supervisors and the SWAT team.
Select the type of grant your department is applying for:	State
What is the amount of the grant?	$83,200.00
Please provide a breakdown of the total cost above.	Total amount of grant will purchase 12 Level III bullet-resistant shields for Patrol supervisors and the SWAT team.
Is there a match requirement?	No
What is the source of the match?	
Does the grant cover the cost of the request 100%?	Yes
If not, how much is left unpaid?	
What is the plan to obtain grants/funds for the remaining amount?	
List other similar assets in the County and/or region and if they are available for use?	We do not currently have shields similar to these.
How is this asset request different from any similar assets currently in the County and/or region?	We do not currently have shields similar to these.
What types of events/purpose would this asset be used for that cannot be accomplished with a current County asset?	N/A
How often do these events occur?	N/A
Identify the number of personnel required to operate this asset and/or be available for the function where it is to be used? How much time is required of those personnel? What is the cost of the personnel?	N/A
Where will the asset be stored?	Those assigned to Patrol supervisors will be stored in their county vehicle. Those assigned to the SWAT team will be kept in their team vehicle(s).
What is the useful life of the asset?	Bullet-resistant shields are guaranteed for five years.
Will a replacement be requested from general funds when useful life has been exhausted?	No
Will other agencies be billed for the use of this asset (e.g. vendors paid, employee worked hours and paid, inventory costs etc.)?	No

Does this asset require insurance coverage?	No
If yes, what is the estimate of asset insurance coverage?	
Will this asset require on-going maintenance? Please describe the maintenance required along with an estimate for these costs.	No ongoing maintenance is required.
How will this asset be funded when the grant ends?	If grant funds are not available, a request will be made through the normal budgetary process.
What is the impact if the grant is not received?	Items will not be purchased.
New Personnel position is:	
Where will this position office?	
Who will this position report to?	
What tasks will this position perform? Include the five primary functions and the percentage of time spent to be spent on each function.	
Will this position take over tasks from current County employee?	
If yes, please explain the impact to current employee.	
How will this position be funded when the grant ends?	
Does this position or a similar position currently exist within the department?	
If “yes” how many of these similar positions exist	
Describe any alternatives considered to achieve desired outcome in lieu of a position (i.e. equipment, software, technology or change in business practice).	
Describe how workload will be accomplished/re-allocated should grant not be approved.	
List other similar items in the County and/or region and if they available for use?	
How is this item request different from any similar assets currently in the County and/or region?	
What types of events/purpose would this item be used for that cannot be accomplished with a current County asset?	
Identify the number of personnel required to operate this item and/or be available for the function where it is to be used?	
Please explain how this item will create the need for more or less personnel (or mark n/a for no change)?	
Where will the item be stored?	
What is the useful life of the item?	
Will other agencies be billed for the use of this item (e.g. vendors paid, employee worked hours and paid, inventory costs etc.)?	

Does this item require insurance coverage?	
Will this item require any form of licensing?	
Will this item require on-going maintenance? Please describe the maintenance required along with an estimate for these costs?	
How will this item be funded when the grant ends?	
What is the overall budgetary impact? (i.e. revenue generation, expense reduction, etc.)	There is no budgetary impact.
Please identify any additional equipment needed/required (now or in the future) should the grant/asset is awarded.	N/A
What is the cost and frequency to maintain/update the additional equipment?	N/A
What is the impact of this grant application on other internal/county departments?	Required reporting and tracking of finances traditionally needed for grants.
If yes, what is the estimate of that license fee?	
If yes, what is the estimate of insurance coverage?	
Will a replacement be requested from general funds when useful life has been exhausted? (OR)	
If yes, how much is the match amount?	
ID	95
Version	1.0
Attachments	False
Created	9/2/2022 11:33 AM
Created By	Dana Foster
Modified	9/2/2022 11:33 AM
Modified By	Dana Foster

Office of the Governor
Public Safety Office –CEO/Law Enforcement Certifications and Assurances Form

Entity Name: Williamson County	**Date:**
Agency/Department Name: Williamson County Sheriff's Office	
Name of Chief Executive Officer: Judge Bill Gravell, Jr.	
Name of Head of Law Enforcement Agency: Sheriff Mike Gleason	

Certification Required by CEO and Head of Law Enforcement Agency

In our respective capacities as chief executive officer of Williamson County ("Grantee") and as head of Williamson County Sheriff's Office ("Agency"), we hereby each certify that Grantee and Agency participate fully, and will continue to participate fully from the date of this certification until the later of August 31, 2023 or the end of the grant project period, in all aspects of the programs and procedures utilized by the U.S. Department of Homeland Security ("DHS") to: (1) notify DHS of all information requested by DHS related to illegal aliens in Agency's custody; and (2) detain such illegal aliens in accordance with requests by DHS.

We further certify that Grantee and Agency do not have, and will continue not to have until the later of August 31, 2023 or the end of the grant project period, any policy, procedure, or agreement (written or unwritten) that in any way limits or impedes Agency's receipt or DHS's issuance of detainer requests, or in any way limits or restricts Grantee's and Agency's full participation in all aspects of the programs and procedures utilized by DHS to: (1) notify DHS of all information requested by DHS related to illegal aliens in Agency's custody; and (2) detain such illegal aliens in accordance with requests by DHS.

Additionally, we certify that neither Grantee nor Agency have in effect, purport to have in effect, or are subject to or bound by any law, rule, policy, or practice (written or unwritten) that would: (1) require or authorize the public disclosure of federal law enforcement information in order to conceal, harbor, or shield from detection fugitives from justice or aliens illegally in the United States; or (2) impede federal officers from exercising authority under 8 U.S.C. § 1226(a), § 1226(c), § 1231(a), § 1357(a), § 1366(1), or § 1366(3).

Lastly, we certify that Grantee and Agency will comply with all provisions, policies, and penalties found in Chapter 752, Subchapter C of the Texas Government Code.

We acknowledge that failure to comply with this certification may result in OOG, in its sole discretion, terminating any grant made by OOG to Grantee, and that Grantee must return all funds received from OOG for any grant terminated under this certification. We further acknowledge that Grantee will remain ineligible for OOG funding until it provides satisfactory evidence that the jurisdiction has complied with this certification for at least one year.

Signature
Chief Executive Officer for Grantee

Signature
Head of Agency

IN THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS

WHEREAS, The Williamson County Commissioners Court finds it in the best interest of the citizens of Williamson County, that the Bullet-Resistant Shield Grant Program be operated for the fiscal year 2023; and

WHEREAS, Williamson County Commissioners Court agrees to provide applicable matching funds for the said project as required by the Criminal Justice Division of the Office of the Governor grant application; and

WHEREAS, Williamson County Commissioners Court agrees that in the event of loss or misuse of the Office of the Governor funds, Williamson County Commissioners Court assures that the funds will be returned to the Office of the Governor in full.

WHEREAS, Williamson County Commissioners Court designates Williamson County Judge as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that Williamson County Commissioners Court approves submission of the grant application for the Bullet-Resistant Shield Grant Program to the Office of the Governor.

Signed by:

Passed and Approved this 13th of September, 2022.

_____

Williamson County Judge

Grant Number: 4626301

Commissioners Court - Regular Session **62.**

Meeting Date: 09/13/2022

Vehicle Reimbursement Agreement with Hart Intercivic for County Sheriff

Submitted For: Mike Gleason **Submitted By:** Starla Hall, Sheriff

Department: Sheriff

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action regarding approval and receipt of Vehicle Reimbursement Agreement with Hart Intercivic for off duty contracting of County Sheriff Deputies to be effective October 1, 2022 (3800 Quick Hill Rd.)

Background

This is the annual renewal agreement that will give permission for Hart Intercivic to contract County Sheriff Deputies in a private capacity and the County to invoice them for deputies' vehicle usage. This agreement will begin on October 1, 2022 and will terminate on September 30, 2023.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Hart Intercivic

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/01/2022 09:11 AM
Form Started By: Starla Hall		Started On: 08/30/2022 11:22 AM
Final Approval Date: 09/01/2022		

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

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

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

1. It is mutually agreed that while the DEPUTIES are working for the NON-GOVERNMENTAL ORGANIZATION, the DEPUTIES' primary responsibility is the enforcement of Federal and State laws and COUNTY Ordinances or Regulations to protect life and property and to keep the peace. The DEPUTIES are not allowed to enforce NON-GOVERNMENTAL ORGANIZATION policies or rules. DEPUTIES are at all times subject to the rules and policies of the LEA. ***NON-GOVERNMENTAL ORGANIZATION expressly acknowledges and agrees that such DEPUTIES are at all times independent contractors of the NON-GOVERNMENTAL ORGANIZATION when contracted by the NON-GOVERNMENTAL ORGANIZATION.***

2. **It is understood by the NON-GOVERNMENTAL ORGANIZATION that the COUNTY shall retain the right to withdraw at any time its permission for the DEPUTIES to work in a private capacity (including the right to terminate this agreement at any time).** If the permission of the COUNTY is withdrawn, the NON-GOVERNMENTAL ORGANIZATION agrees to terminate its contracting relationships with DEPUTIES. The NON-GOVERNMENTAL ORGANIZATION, as part of this AGREEMENT, binds itself to release and hold harmless the COUNTY from any liability or claim for damages in the event such permission is withdrawn by the COUNTY.

3. Prior to the beginning of DEPUTIES contracting with the NON-GOVERNMENTAL ORGANIZATION, the NON-GOVERNMENTAL ORGANIZATION shall obtain a comprehensive general liability insurance policy

from a company authorized to do business in the State of Texas with minimum amounts of Ten Thousand Dollars ($10,000) per occurrence for property damage, One Hundred Thousand Dollars ($100,000) per person, and Three Hundred Thousand Dollars ($300,000) per occurrence for personal injury. COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED UNDER THIS COVERAGE.

4. The term of this AGREEMENT shall begin on the October 1, 2022 and shall terminate on September 30, 2023. Any extension of this AGREEMENT must be set forth in writing and signed by both parties.

5. State law requires that law enforcement personnel conducting "off-duty" work must be both "full time" and "entitled" to fringe benefits. Tex. Occup. Code Sec. 1702.322(A) & (B)(i). Thus, part-time deputies and "reserve" officers may not conduct "off-duty" work.[1]

6. The COUNTY agrees that each of the DEPUTIES will be properly insured with automobile liability insurance while operating the patrol vehicle in accordance with Section 612.005(b) of the Texas Government Code, and any other applicable laws.

7. COUNTY agrees to invoice NON-GOVERNMENTAL ORGANIZATION for the reimbursement amounts for deputy vehicle usage at the rate of **$12.00 per hour per vehicle** (to cover NON-GOVERNMENTAL ORGANIZATION's fair share of costs for fuel, maintenance, and yearly premiums on automobile insurance).

8. NON-GOVERNMENTAL ORGANIZATION agrees to log and maintain all times that vehicles are allotted to off-duty work, whether actually used or parked, for each vehicle used by DEPUTIES on a monthly basis. NON-GOVERNMENTAL ORGANIZATION shall provide such vehicle time records to COUNTY and LEA no later than the last day of the end of each month in which vehicle usage occurs. COUNTY will invoice based on the total usage and rate, as set forth in Paragraph 7, and NON-GOVERNMENTAL ORGANIZATION will pay such invoice within ten (10) days of the invoice date. Reporting must be submitted to:

LEA: At the address set forth on signature page below.

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

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

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

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

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

NON-GOVERNMENTAL ORGANIZATION:

Name of Organization: Hart InterCivic, Inc

Signature: _____

Printed Name: Hollie Osbourn

Title: CFO

Date: August 26, 2022

WILLIAMSON COUNTY LAW ENFORCEMENT AGENCY:

Name of Office: Sheriff

Printed Name of Official: Michael T. Gleason

Signature of Official: _____

Date: August 30, 2022

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

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

TO BE EXECUTED BY COUNTY COMMISSIONERS COURT FOR
CONFIRMATION OF BUDGETARY AUTHORIZATION
RELATED TO USE OF
VEHICLES FOR OFF-DUTY WORK[2]

WILLIAMSON COUNTY COMMISSIONERS COURT:

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

Date: _____ _____, 20____

[2] Including, but not limited to fuel, insurance, and maintenance of county-owned assets.

Commissioners Court - Regular Session **63.**

Meeting Date: 09/13/2022

TXDOT STEP Grant Acceptance for County Sheriff

Submitted For: Mike Gleason **Submitted By:** Starla Hall, Sheriff

Department: Sheriff

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action to authorize the Williamson County Sheriff's Office to accept the Texas Department of Transportation (TXDOT) FY2023 Selective Traffic Enforcement Program (STEP) Comprehensive Grant.

Background

The Texas Department of Transportation (TXDOT) Selective Traffic Enforcement Program (STEP) Comprehensive Grant provides funding for overtime enforcement activities within high-crash areas throughout the fiscal year, with special focus and media opportunities during five holiday periods.

On December 21, 2021, the Court approved the Williamson County Sheriff's Office to apply for this grant (agenda item #60). TXDOT has approved the application and the Sheriff's Office is seeking approval from the Court to accept the grant. If the grant is accepted, Williamson County will be reimbursed up to $49,858.42 for overtime costs associated with these enforcement activities. The required match of approximately $12,528.08 will be met through administrative costs related to the implementation of the grant and fringe benefits on overtime. The total grant will be approximately $62,386.50. Attached is the grant agreement (not a binding document) and Electronic Signature Authorization Form required to accept this grant.

Staff recommends the following action: Give approval to accept the Texas Department of Transportation (TXDOT) FY2023 Selective Traffic Enforcement Program (STEP) Comprehensive Grant and authorize appropriate County department personnel to complete documentation relevant to the implementation of the grant.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Grant Agreement

Electronic Signature Auth Form

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/01/2022 09:56 AM
Form Started By: Starla Hall		Started On: 08/30/2022 12:14 PM
Final Approval Date: 09/01/2022		

Texas Traffic Safety eGrants

Fiscal Year 2023

Organization Name: Williamson County Sheriff's Office

Legal Name: County of Williamson

Payee Identification Number: 17460009784052

Project Title: STEP Comprehensive

ID: 2023-WilliamsonCo-S-1YG-00019

Period: 10/01/2022 to 09/30/2023

FOR REVIEW ONLY - NOT A LEGAL DOCUMENT

TEXAS TRAFFIC SAFETY PROGRAM GRANT AGREEMENT

THE STATE OF TEXAS
THE COUNTY OF TRAVIS

THIS AGREEMENT IS MADE BY and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the Department and the, **County of Williamson** hereinafter called the Subgrantee, and becomes effective then fully executed by both parties. For the purpose of this agreement, the Subgrantee is designated as a(n) **Local Government/Transit District**.

AUTHORITY: Texas Transportation Code, Chapter 723, the Traffic Safety Act of 1967, and the Highway Safety Performance Plan for the Fiscal Year 2022.

Name of the Federal Agency: **National Highway Traffic Safety Administration**

CFDA Number: **20.600**
CFDA Title: **State and Community Highway Safety Grant Program**
Funding Source: Section **402**
Unique Entity Identifier (UEI) : **C4BDCBLYNND6**
FAIN:

69A37523300004020TX0

Project Title: **STEP Comprehensive**
This project is **Not Research and Development**

Grant Period: This Grant becomes effective on **10/01/2022** or on the date of final signature of both parties, whichever is later, and ends on **09/30/2023** unless terminated or otherwise modified.

Total Awarded: **$62,386.50**
Amount Eligible for Reimbursement by the Department: **$49,858.42**
Match Amount provided by the Subgrantee: **$12,528.08**

FOR REVIEW ONLY - NOT A LEGAL DOCUMENT

GENERAL INFORMATION

Project Title:STEP Comprehensive

Project Description:

Program Elements

When performing enforcement activities under this grant, officers should make the enforcement of the STEP elements listed below their top priority, although any traffic-related probable cause can be used to initiate a vehicle stop

1. DWI : Driving While Intoxicated

2. Speed: Speed Enforcement

3. OP: Occupant Protection (Safety Belt and Child Safety Seat)

4. ITC: Intersection Traffic Control

5. DD: Distracted Driving

Holiday Periods

Enforcement activities under this grant may be conducted on any day at any time of day the agency deems appropriate. However, subgrantee should make it a priority to conduct enforcement activities during state and federally determined holiday periods, which are:

1. Christmas/New Year's

2. Spring Break

3. Memorial Day

4. Independence Day

5. Labor Day

STEP Mobilization Calendar is available on eGrantsHelp page

X Agency agrees to enforce the above Program Elements and Holiday Periods as part of the Selective Traffic Enforcement Program

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RESPONSIBILITIES OF THE SUBGRANTEE

A. Carry out all performance measures established in the grant, including fulfilling the law enforcement objectives by implementing the Operational Plan contained in this Grant Agreement.

B. Submit all required reports to the Department (TxDOT) fully completed with the most current information, and within the required times, as defined in Article 3 and Article 7 of the General Terms and Conditions of this Grant Agreement. This includes reporting to the Department on progress, achievements, and problems in monthly Performance Reports and attaching necessary source documentation to support all costs claimed in Requests for Reimbursement (RFR).

C. Attend grant related training as requested by the Department

D. Attend meetings according to the following:

1. The Department will arrange for meetings with the Subgrantee to present status of activities and to discuss problems and the schedule for grant related activities.

2. The project director or other appropriate qualified persons will be available to represent the Subgrantee at meetings requested by the Department.

E. Support grant enforcement efforts with public information and education (PI&E) activities. Salaries being claimed for PI&E activities must be included in the budget.

F. For out of state travel expenses to be reimbursable, the Subgrantee must have obtained the written approval of the Department, through eGrants system messaging, prior to the beginning of the trip. Grant approval does not satisfy this requirement..

G. Maintain verification that all expenses, including wages or salaries, for which reimbursement is requested, is for work exclusively related to this project.

H. Ensure that this grant will in no way supplant (replace) funds from other sources.

Supplanting refers to the use of federal funds to support personnel or any activity already supported by local or state funds.

I. Ensure that each officer working on the STEP project will complete an officer's daily activity report form. The form should include at a minimum: name, date, badge or identification number, type of grant worked, Enforcement Zone identifier, mileage (including starting and ending mileage), hours worked, type of warning or citation issued or arrest made, officer and supervisor signatures.

J. All STEP agencies must provide the following provision in all daily activity report forms:

"I understand that this information is being submitted to support a claim against a federally-funded grant program. False statements on this form may be prosecutable under 18 USC

funded grant program. False statements on this form may be prosecutable under 18 USC 1001. This information on this form is true, correct, and complete to the best of my knowledge and ability."

The above language should be added to the activity reports immediately above the signature lines of the officer and supervisor.

K. Ensure that no officer above the rank of Lieutenant (or equivalent title) will be reimbursed for enforcement duty unless the Subgrantee received specific written authorization from the Department, through eGrants system messaging, prior to incurring costs.

L. If an officer makes a STEP-related arrest during the shift, but does not complete the arrest before the shift is scheduled to end, the officer can continue working under the grant to complete that arrest.

M. The Subgrantee should have a safety belt use policy. If the Subgrantee does not have a safety belt use policy in place, a policy should be implemented, and a copy maintained for verification during the grant year.

N. Officers working DWI enforcement must be trained in the National Highway Traffic Safety Administration/International Association of Chiefs of Police Standardized Field Sobriety Testing (SFST). In the case of a first year subgrantee, the officers must be trained, or scheduled to be SFST trained, by the end of the grant year. For second or subsequent year grants, all officers working DWI enforcement must be SFST trained.

O. The Subgrantee should have a procedure in place for contacting and using drug recognition experts (DREs) when necessary.

P. The Subgrantee is encouraged to use the DWI On-line Reporting System available through the Buckle Up Texas Web site at www.buckleuptexas.com.

Revised: 11/07/2017

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RESPONSIBILITIES OF THE DEPARTMENT

A. Monitor the Subgrantee's compliance with the performance obligations and fiscal requirements of this Grant Agreement using appropriate and necessary monitoring and inspections, including but not limited to:

1. review of periodic reports
2. physical inspection of project records and supporting documentation
3. telephone conversations
4. e-mails and letters
5. quarterly review meetings
6. eGrants

B. Provide program management and technical assistance.

C. Attend appropriate meetings.

D. Reimburse the Subgrantee for all eligible costs as defined in the project budget. Requests for Reimbursement will be processed up to the maximum amount payable as indicated in the project budget.

E. Perform an administrative review of the project at the close of the grant period to:

1. Ascertain whether or not the project objectives were met
2. Review project accomplishments (performance measures completed, targets achieved)
3. Account for any approved Program Income earned and expended
4. Identify exemplary performance or best practices

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GOALS AND STRATEGIES

Goal:	To increase effective enforcement and adjudication of traffic safety-related laws to reduce crashes, injuries and fatalities.
Strategies:	Increase and sustain high visibility enforcement of traffic safety-related laws.
	Increase public education and information campaigns regarding enforcement activities.
Goal:	To reduce the number of alcohol impaired and driving under the influence of alcohol and other drug-related crashes, injuries, and fatalities.
Strategy:	Increase and sustain high visibility enforcement of DWI laws.
Goal:	To increase occupant restraint use, including child-safety seats, in all passenger vehicles and trucks.
Strategy:	Increase and sustain high visibility enforcement of occupant protection laws.
Goal:	To reduce the number of speed-related crashes, injuries, and fatalities.
Strategy:	Increase and sustain high visibility enforcement of speed-related laws.
Goal:	To reduce intersection-related motor vehicle crashes, injuries, and fatalities.
Strategy:	Increase and sustain high visibility enforcement of Intersection Traffic Control (ITC) laws.
Goal:	To reduce Distracted Driving motor vehicle crashes, injuries, and fatalities.
Strategies:	Increase and sustain high visibility enforcement of state and local ordinances on celluar and texting devices.
	Increase public information and education on Distracted Driving related traffic issues.

[X] I agree to the above goals and strategies.

Please mark all of your proposed zones on a single heat map and upload that map here. Click here to see an example. The maximum number of allowable zones for an agency is determined by dividing the total number of enforcement hours by 480 and rounding to the nearest whole number.https://www.dot.state.tx.us/apps/egrants/_Upload/1094918_341467_2-EnforcementZoneCombined.pdf

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LAW ENFORCEMENT OBJECTIVE/PERFORMANCE MEASURE

Objective/Performance Measure	Target Number	Not Applicable
Reduce the number of Alcohol-Involved (DWI/DUI) KA crashes toto	10	
Reduce the number of All OP-related (Seatbelt and Child Passenger Safety) KA crashes to	11	
Reduce the number of Speed-related KA crashes to	12	
Reduce the number of ITC-related KA crashes to	25	

Note: Nothing in this agreement shall be interpreted as a requirement, formal or informal, that a peace officer issue a specified or predetermined number of citations in pursuance of the Subgrantee's obligations hereunder. Department and Subgrantee acknowledge that Texas Transportation Code Section 720.002 prohibits using traffic-offense quotas and agree that nothing in this Agreement is establishing an illegal quota.

In addition to the STEP enforcement activities, the subgrantee must maintain baseline non-STEP funded citation and arrest activity due to the prohibition of supplanting.

FOR REVIEW ONLY - NOT A LEGAL DOCUMENT

PI&E OBJECTIVE/PERFORMANCE MEASURE

XI agree to the below efforts with a public information and education (PI&E) program.

a. Conduct a minimum of five (5) presentations
b. Conduct a minimum of five (5) media exposures (e.g. news conferences, news releases, and interviews)
c. Conduct a minimum of two (2) community events (e.g. health fairs, booths)

Texas Department Of Transportation - Traffic Safety
Electronic Signature Authorization Form

This form identifies the person(s) who have the authority to sign grant agreements and amendments for the Grant ID listed at the bottom of the page.

Name Of Organization: County of Williamson

Project Title: STEP Comprehensive

Authorizing Authority
The signatory of the Subgrantee hereby represents and warrants that she/he is an officer of the organization for which she/he has executed this agreement and that she/he has full and complete authority to enter into the agreement on behalf of the organization. I authorize the person(s) listed under the section "Authorized to Electronically Sign Grant Agreements and Amendments" to enter into an agreement on behalf of the organization.

Name:	Bill Gravell, Jr.
Title:	County Judge
Signature:	
Date:	

Under the authority of Ordinance or Resolution Number (if applicable)

Authorized to Electronically Sign Grant Agreements and Amendments
List Subgrantee Administrators who have complete authority to enter into an agreement on behalf of the organization.

	Print Name of Subgrantee Administrator in TxDOT Traffic Safety eGrants	Title
1.	Dana Foster	Grant Manager, WCSO
2.	Craig Gripentrog	Commander, WCSO
3.	Michael Baxter	Sergeant, WCSO

Commissioners Court - Regular Session **64.**

Meeting Date: 09/13/2022

Transformative Justice Program Director Agreement with Terence Davis

Submitted By: John Pelczar, Juvenile Services

Department: Juvenile Services

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on Agreement for Program Director for the Williamson County Transformative Justice Program between Williamson County and Terence Davis; and exemption of such services from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemption for personal or professional services, as set forth under Tex. Loc. Gov't Code 262.024(a)(4).

Background

This is a renewal of Mr. Davis's contract to serve as the Program Director for the Williamson County Transformative Justice Program. Mr. Davis has been serving in this role for two years and his current contract expires September 30, 2022. There were no changes made from the previous contract other than updating the dates of services.

This position is grant funded through the Texas Indigent Defense Commission and the allocated county match.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Program Director Agreement - TDavis

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	09/08/2022 08:42 AM
County Judge Exec Asst.	Becky Pruitt	09/08/2022 09:45 AM
Form Started By: John Pelczar		Started On: 09/07/2022 05:23 PM
Final Approval Date: 09/08/2022		

AGREEMENT FOR PROGRAM DIRECTOR SERVICES
FOR
WILLIAMSON COUNTY TRANSFORMATIVE JUSTICE PROGRAM

This Agreement for Program Director Services for the Williamson County Transformative Justice Program ("Agreement") is by and between Williamson County ("County") and Terence Davis ("Program Director").

1. Description of Program and Purpose of Agreement

1.1 The mission and vision of the Williamson County Transformative Justice Program ("Program") is to reduce incarceration of and improve outcomes for emerging adults ages 17- 24 in the Williamson County, Texas justice system. The Program is designed to positively impact the following: (1) a Public Health Alternative to Incarceration Program (ATI), (2) direct litigation, and (3) community engagement & re-entry. The Program partners with community stakeholders, criminal justice agencies and health and human services professionals that will address the underlying factors contributing to the emerging adults' involvement in the criminal justice system. Finally, community engagement and re-entry efforts support the Program participants as they transition back to their communities.

1.2 The purpose of this Agreement is to provide the terms, conditions, covenants, and compensation relating to Program Director's provision of program management and director services for the Program.

2. Term and Termination

2.1 Term. The Term of this Agreement shall be from October 1, 2022 until September 30, 2023, unless terminated earlier under this Agreement.

2.2 Termination for Convenience. Either party may terminate this Agreement for convenience and without cause or further liability upon thirty (30) calendar day's written notice to the other party. In the event of termination for convenience, it is understood and agreed that only the amounts due to Program Director services provided up to and including the date of termination, will be due and payable. No penalty will be assessed for a party's termination of this Agreement for convenience.

2.3 Termination for Cause. If either party commits an Event of Breach (a breach of any of the covenants, terms and/or conditions of this Agreement), the non-breaching party shall deliver written notice of such Event of Breach to the breaching party. Such notice must specify the nature of the Event of Breach and inform the breaching party that unless the Event of Breach is cured within three (3) business days of receipt of the notice, additional steps may be taken to terminate this Agreement. If the breaching party begins a good faith attempt to cure the Event of Breach within three (3) business days, then and in that instance, the three (3) business day period may be extended by the non-breaching party, so long as the breaching party continues to prosecute a cure diligently to completion and continues to make a good faith attempt to cure the Event of Breach. If, in the opinion of the non-breaching party, the breaching party does not cure the breach within three (3) business days or otherwise fails to make any diligent attempt to correct the Event of

Breach, the breaching party shall be deemed to be in breach and the non-breaching party may, in addition to seeking the remedies available hereunder and under the law, terminate this Agreement.

Termination for breach under this section does not waive either party's claim for direct damages resulting from the breach, and the non-breaching party may, among other remedies, withhold from compensation owed the breaching party an amount necessary to satisfy its claim against the breaching party.

3. Scope of Services

3.1 Program Director agrees to provide the following Scope of Services in relation to the Program:

a. Assure that all service providers maintain program integrity in the implementation of the individualized treatment plans, interactions with program participants, and interactions among providers. This will include creating "systems" for initiating cases, maintaining documents, and corresponding with the participants .
b. Engage in ongoing support with community members and identifying additional partners for sustainable expansion of the program.
c. Successfully enroll participants in program in partnership with program attorneys, prosecutors, jail officials, judges, and magistrates
d. Lead the program team comprised of case managers, attorneys, counselors, and partners
e. Ensure fidelity to grant and research design in collaboration with funding sources and governing bodies
f. Facilitate multidisciplinary team meetings and partner meetings
g. Supervise program case managers and counselors
h. Lead court preparation including court reports and docket
i. Lead team in data collection and reporting to court and grant officials ensuring that goals and benchmarks are met or exceeded
j. Collect, report, and evaluate program output and outcome data
k. Manage program budget including personnel, operating, and participant costs
l. Lead collaboration with community partners including participation and presenting to local collaboratives
m. Report regularly on program updates and participant progress and outcomes to Judge, District Attorney, program team, and other partners
n. Seek funding and resources for participant needs including healthcare, transportation, housing, and job training/placement/ and incentives
o. Manage Emerging Adult facility needs in partnership with county and outside partners to ensure phones, technology, furniture, supplies, equipment and other resources and needs are available and functioning
p. Communicate and participate with research partners in collecting and processing data
q. Complete and submit all reports timely to satisfy grant funders

4. Compensation

4.1 County agrees to pay Program Director the total not to exceed fee of $93,000.00 to provide the Scope of Services as described in Paragraph 3 for the entire Term of this Agreement. The said total not to exceed fee shall be paid in twelve (12) monthly installments of $7,750.00 each.

4.2 Program Director agrees to submit an invoice to County once per month on the last day of the invoiced month. Each invoice shall be submitted electronically to the Williamson County Juvenile Services' Director of Operations at jpelczar@wilco.org, or as otherwise designated, in writing, by County.

4.3 County's payment hereunder shall be governed by Chapter 2251 of the Texas Government Code. Invoices shall be paid by County within thirty (30) days from the date of the Williamson County Auditor's receipt of an invoice. Interest charges for any late payments shall be paid by County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. In the event that a discrepancy arises in relation to an invoice, such as an incorrect amount on an invoice or a lack of documentation that is required to be attached to an invoice to evidence the amount claimed to be due, County shall notify Program Director of such an invoice of the discrepancy. Following County's notification of any discrepancy as to an invoice, Program Director must resolve the discrepancy and resubmit a corrected or revised invoice, which includes all required support documentation, to the Williamson County Auditor. County shall pay the invoice within thirty (30) days from the date of the Williamson County Auditor's receipt of the corrected or revised invoice. County's payment of an invoice that contains a discrepancy shall not be considered late, nor shall any interest begin to accrue until the thirty-first (31st) day following the Williamson County Auditor's receipt of the corrected or revised invoice.

5. Independent Contractor

5.1 It is expressly acknowledged that Program Director is an independent contractor and that nothing in this Agreement is intended or shall be construed to create an employer/employee relationship between County and Program Director. Program Director acknowledges and agrees that he/she will not be entitled to any benefits generally provided by the County to its employees (including, without limitation, health insurance, retirement, severance, vacation, and disability) or any compensation other than what is set forth herein.

It is understood and agreed that Program Director shall pay all taxes, licenses, and fees levied or assessed on Program Director in connection with or incident to the performance of this Agreement by any governmental agency, including, without limitation, unemployment compensation insurance, old age benefits, social security, or any other taxes upon fees or wages of Program Director, Program Director's agents, employees, and representatives. Program Director agrees to reimburse the County on demand for all such taxes or governmental charges, state or federal, which the County may be required or deem it necessary to pay on account of employees of Program

Director. Program Director agrees to furnish the County with the information required to enable it to make the necessary reports and pay such taxes or charges. At its election, the County is authorized to deduct all sums so paid for such taxes and governmental charges from any fee or amounts that may be or become due to Program Director.

5.2 Program Director shall not be deemed or construed to be an agent or representative of County for any purposes whatsoever and Program Director hereby agrees to not hold himself/herself out as a representative or agent of County. In this respect, Program Director acknowledges and agrees that he/she shall have no right or authority to commit or obligate the County in any way to any third party or parties unless specifically authorized to do so by the Williamson County Commissioners Court.

6. Representations and Warranties

6.1 Program Director represents and warrants that:

a. Program Director has the authority to sign and be bound by the terms of this Agreement; and

b. Program Director is licensed by the State Bar of Texas and in good standing.

7. Responsibility for Acts and Omissions

7.1 Program Director is responsible for providing the services under this Agreement. TO THE FULLEST EXTENT PERMITTED BY LAW, PROGRAM DIRECTOR SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF COUNTY'S CHOOSING), AND HOLD HARMLESS COUNTY, AND COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF PROGRAM DIRECTOR OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.

7.2 Program Director expressly waives rights or claims of subrogation Program Director may have against County.

8. General Terms

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

8.2 This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns. No party to this Agreement may assign or transfer its interest in or obligations under this Agreement without the prior written consent of all parties to this Agreement.

8.3 Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in Williamson County, Texas, and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this Agreement is governed by the laws of the United States, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

8.4 No provision of this Agreement is intended to waive County's sovereign/governmental immunity, including but not limited to immunity from suit or immunity from liability, as provided by Title 5, Texas Civil Practice & Remedies Code, and other applicable law.

8.5 No provision of this Agreement is intended to create any third-party beneficiary.

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

8.7 If any provision included in this Agreement is determined to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceable provision shall not affect any other provision and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been included.

8.8 Written notice or communication required by or related to this Contract shall be provided to the following party representatives:

County
Attn: County Judge
710 Main Street
Suite 101
Georgetown, Texas 78626

Program Director
Terence Davis
201 S. Lakeline, Blvd., Suite 202
Cedar Park, Texas 78613

With Copy To:

Williamson County Juvenile Services
Attn: Scott Matthew, MBA
Executive Director

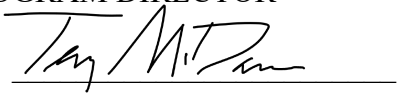
200 Wilco Way
Georgetown, Texas 78626

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

8.10 Program Director acknowledges that the funding to be paid to Program Director is from a grant. The obligations of the County under this Agreement do not constitute a general obligation or indebtedness of County for which the County is obligated to levy, pledge, or collect any form of taxation. It is understood and agreed that County shall have the right to terminate this Agreement if the grant funding source does not appropriate sufficient grant funds to fund the Program in the future. County may effect such termination by giving written notice of termination to Program Director immediately upon notice that any such grant funding is terminated and, in such case, County shall pay Program Director for all amounts incurred and earned up to date of the termination of grant funding.

8.11 This Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by each party to this Agreement. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

IN WITNESS WHEREOF, the parties have duly executed and delivered this Agreement on the date set forth above, to be effective as of October 1, 2022.

WILLIAMSON COUNTY	PROGRAM DIRECTOR
By:_____	By: 
Printed Name: _____	Printed Name: Terence Davis
Title: Presiding Officer of Williamson County Commissioners Court	Title: Program Director

Commissioners Court - Regular Session **65.**

Meeting Date: 09/13/2022

Transformative Justice Program Legal Services Agreement with JR Hancock

Submitted By: John Pelczar, Juvenile Services

Department: Juvenile Services

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on an Agreement for Legal Services for the Williamson County Transformative Justice Program between Williamson County and JR Hancock; and exemption of such services from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemption for personal or professional services, as set forth under Tex. Loc. Gov't Code 262.024(a)(4).

Background

This is a renewal of Mr. Hancock's legal services agreement for the Williamson County Transformative Justice Program. Mr. Hancock has been serving in this role for since the programs inception and his current contract expires September 30, 2022. There were no changes made from the previous contract other than updating the dates of services.

This position is grant funded through the Texas Indigent Defense Commission and the allocated county match.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Legal Service Agreement-Hancock

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	09/08/2022 08:42 AM
County Judge Exec Asst.	Becky Pruitt	09/08/2022 09:46 AM
Form Started By: John Pelczar		Started On: 09/07/2022 05:34 PM
Final Approval Date: 09/08/2022		

WILLIAMSON COUNTY
TRANSFORMATIVE JUSTICE PROGRAM
AGREEMENT FOR LEGAL SERVICES

This Agreement for Legal Services ("Agreement") is by and between Williamson County ("County") and J.R. Hancock ("Defense Counsel").

1. Purpose

1.1 The purpose of this Agreement is to provide the terms, conditions, covenants and compensation relating to Defense Counsel's provision of legal representation to participants who are accepted and receiving services ("Program Services") in the Williamson County Transformative Justice Program ("the Program").

2. Term and Termination

2.1 Term. The Term of this Agreement shall be from October 1, 2022 until September 30, 2023, unless terminated earlier under this Agreement.

2.2 Termination for Convenience. Either party may terminate this Agreement for convenience and without cause or further liability upon thirty (30) calendar day's written notice to the other party. In the event of termination for convenience, it is understood and agreed that only the amounts due to Defense Counsel for services provided up to and including the date of termination, will be due and payable. No penalty will be assessed for a party's termination of this Agreement for convenience.

2.3 Termination for Cause. If either party commits an Event of Breach (a breach of any of the covenants, terms and/or conditions of this Agreement), the non-breaching party shall deliver written notice of such Event of Breach to the breaching party. Such notice must specify the nature of the Event of Breach and inform the breaching party that unless the Event of Breach is cured within three (3) business days of receipt of the notice, additional steps may be taken to terminate this Agreement. If the breaching party begins a good faith attempt to cure the Event of Breach within three (3) business days, then and in that instance, the three (3) business day period may be extended by the non-breaching party, so long as the breaching party continues to prosecute a cure diligently to completion and continues to make a good faith attempt to cure the Event of Breach. If, in the opinion of the non-breaching party, the breaching party does not cure the breach within three (3) business days or otherwise fails to make any diligent attempt to correct the Event of Breach, the breaching party shall be deemed to be in breach and the non-breaching party may, in addition to seeking the remedies available hereunder and under the law, terminate this Agreement.

Termination for breach under this section does not waive either party's claim for direct damages resulting from the breach, and the non-breaching party may, among other remedies, withhold from compensation owed the breaching party an amount necessary to satisfy its claim against the breaching party.

3. Scope of Representation

3.1 Defense Counsel agrees to provide legal representation to participants regarding their pending Program eligible criminal offense including the following:

a) Review of probable cause and intake documents in order to advise client regarding their voluntary participation in the Program;
b) Request and review any/all evidence regarding the pending offense made available to the Defense Counsel throughout the participant's enrollment in the Program;
c) Communicate with, and advise the participant at all stages of the representation regarding the evidence in their case throughout the participant's enrollment in the Program;
d) Communicate with the prosecutor, and advocate for the participant, regarding the evidence in the case and any mitigating evidence determined by defense counsel throughout the participant's enrollment in the Program;
e) Attend and advocate for the participant, at all Case Management, Multi Disciplinary Team meetings, Criminal Justice Team meetings, or any other scheduled meetings regarding the status of the participant throughout the participant's enrollment in the Program;
f) Attend any training requested or required by the Program;
g) Appear and represent participant at all court hearings throughout the participant's enrollment in the Program;
h) Upon successful completion of the Program and Dismissal of the pending charge, Defense Counsel shall file the necessary documents to seek expunction of the criminal records for the participant's Program offense.

3.2 The Attorney shall work "on call" every other weekend, including any holiday immediately preceding or following said weekend. The Attorney may arrange for an approved substitute for said weekend.

3.3 Under this Agreement, the legal services provided by Defense Counsel SHALL NOT INCLUDE any legal representation for Misdemeanor criminal charges, any criminal offenses involving a Program participant that occur outside of Williamson County, Texas, or any criminal matters that are not directly related to the Program eligible offense pending against the participant.

3.4 Upon the signing of an Order of Expunction in a Program participant's case, any further obligation of Defense Counsel to provide legal services to the Program participant shall be terminated.

3.5 At any time the participant is unsuccessfully terminated from the Program and his/her pending criminal case is prosecuted through the traditional criminal justice system of Williamson County, Texas, Defense Counsel's legal representation of participant will also terminate.

4. Compensation

4.1 County agrees to pay Defense Counsel a flat rate of $4750 per month, for up to 100 hrs/month of the legal services provided to participants as described in Paragraph 3.

4.2 Defense Counsel agrees to submit an invoice to County once per month on the last day of the invoiced month. Each invoice shall be submitted electronically to the Williamson County Juvenile Services' Director of Operations at jpelczar@wilco.org, or as otherwise designated, in writing, by County.

4.3 County's payment hereunder shall be governed by Chapter 2251 of the Texas Government Code. Invoices shall be paid by County within thirty (30) days from the date of the Williamson County Auditor's receipt of an invoice. Interest charges for any late payments shall be paid by County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. In the event that a discrepancy arises in relation to an invoice, such as an incorrect amount on an invoice or a lack of documentation that is required to be attached to an invoice to evidence the amount claimed to be due, County shall notify Defense Counsel of such an invoice of the discrepancy. Following County's notification of any discrepancy as to an invoice, Defense Counsel must resolve the discrepancy and resubmit a corrected or revised invoice, which includes all required support documentation, to the Williamson County Auditor. County shall pay the invoice within thirty (30) days from the date of the Williamson County Auditor's receipt of the corrected or revised invoice. County's payment of an invoice that contains a discrepancy shall not be considered late, nor shall any interest begin to accrue until the thirty-first (31st) day following the Williamson County Auditor's receipt of the corrected or revised invoice.

5. Independent Contractor

5.1 It is expressly acknowledged that Defense Counsel is an independent contractor and that nothing in this Agreement is intended or shall be construed to create an employer/employee relationship between County and Defense Counsel. Defense Counsel acknowledges and agrees that he/she will not be entitled to any benefits generally provided by the County to its employees (including, without limitation, health insurance, retirement, severance, vacation, and disability) or any compensation other than what is set forth herein.

It is understood and agreed that Defense Counsel shall pay all taxes, licenses, and fees levied or assessed on Defense Counsel in connection with or incident to the performance of this Agreement by any governmental agency, including, without limitation, unemployment compensation insurance, old age benefits, social security, or any other taxes upon fees or wages of Defense Counsel, Defense Counsel's agents, employees, and representatives. Defense Counsel agrees to reimburse the County on demand for all such taxes or governmental charges, state or federal, which the County may be required or deem it necessary to pay on account of employees of Defense Counsel. Defense Counsel agrees to furnish the County with the information required to enable it

to make the necessary reports and pay such taxes or charges. At its election, the County is authorized to deduct all sums so paid for such taxes and governmental charges from any fee or amounts that may be or become due to Defense Counsel.

5.2 Defense Counsel shall not be deemed or construed to be an agent or representative of County for any purposes whatsoever and Defense Counsel hereby agrees to not hold himself/herself out as a representative or agent of County. In this respect, Defense Counsel acknowledges and agrees that he/she shall have no right or authority to commit or obligate the County in any way to any third party or parties unless specifically authorized to do so by the Williamson County Commissioners Court.

5.3 During the term of this agreement, Defense Counsel may provide other legal representation for individuals or entities so long as said representation does not interfere with the obligations under this Agreement.

6. Representations and Warranties

6.1 Defense Counsel represents and warrants that:

a) Defense Counsel has the authority to sign and be bound by the terms of this Agreement;

b) Defense Counsel is licensed by the State Bar of Texas and in good standing; and

c) All legal representation provided by Defense Counsel shall be performed for participants in accordance with the professional standards applicable under the Rules of Professional Responsibility.

7. Responsibility for Acts and Omissions

7.1 Defense Counsel is responsible for providing the services under this Agreement. TO THE FULLEST EXTENT PERMITTED BY LAW, DEFENSE COUNSEL SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF COUNTY'S CHOOSING), AND HOLD HARMLESS COUNTY, AND COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF DEFENSE COUNSEL OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.

7.2 Defense Counsel expressly waives rights or claims of subrogation Defense Counsel may have against County.

8. General Terms

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

8.2 This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns. No party to this Agreement may assign or transfer its interest in or obligations under this Agreement without the prior written consent of all parties to this Agreement.

8.3 Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in Williamson County, Texas, and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this Agreement is governed by the laws of the United States, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

8.4 No provision of this Agreement is intended to waive County's sovereign/governmental immunity, including but not limited to immunity from suit or immunity from liability, as provided by Title 5, Texas Civil Practice & Remedies Code, and other applicable law.

8.5 No provision of this Agreement is intended to create any third-party beneficiary.

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

8.7 If any provision included in this Agreement is determined to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceable provision shall not affect any other provision and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been included.

8.8 Written notice or communication required by or related to this Contract shall be provided to the following party representatives:

County
Attn: County Judge
710 Main Street
Suite 101
Georgetown, Texas 78626

Defense Counsel
J.R Hancock, Attorney at Law
601 Quail Valley Drive
Georgetown, Texas 78626

With Copy To:

Williamson County Juvenile Services
Attn: Scott Matthew, MBA
Executive Director
200 Wilco Way
Georgetown, Texas 78626

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

8.10 Defense Counsel acknowledges that the funding to be paid to Defense Counsel is from a grant. The obligations of the County under this Agreement do not constitute a general obligation or indebtedness of County for which the County is obligated to levy, pledge, or collect any form of taxation. It is understood and agreed that County shall have the right to terminate this Agreement if the grant funding source does not appropriate sufficient grant funds to fund the Program in the future. County may effect such termination by giving written notice of termination to Defense Counsel immediately upon notice that any such grant funding is terminated and, in such case, County shall pay Defense Counsel for all amounts incurred and earned up to date of the termination of grant funding.

8.11 This Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by each party to this Agreement. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

IN WITNESS WHEREOF, the parties have duly executed and delivered this Agreement on the date set forth above, to be effective as of October 1, 2022.

WILLIAMSON COUNTY	DEFENSE COUNSEL
By:_____	By: J R Hancock
Printed Name: _____	Printed Name: J.R. Hancock
Title: Presiding Officer of Williamson County Commissioners Court	Title: Attorney at Law

Commissioners Court - Regular Session **66.**

Meeting Date: 09/13/2022

Transformative Justice Program Legal Services Agreement with Jo Poenitzsch

Submitted By: John Pelczar, Juvenile Services

Department: Juvenile Services

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on an Agreement for Legal Services for the Williamson County Transformative Justice Program between Williamson County and Jo Poenitzsch; and exemption of such services from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemption for personal or professional services, as set forth under Tex. Loc. Gov't Code 262.024(a)(4).

Background

This is a renewal of Ms. Poenitzsch's legal services agreement for the Williamson County Transformative Justice Program. Ms. Poenitzsch has been serving in this role for since the programs inception and her current contract expires September 30, 2022. There were no changes made from the previous contract other than updating the dates of services.

This position is grant funded through the Texas Indigent Defense Commission and the allocated county match.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Legal Services Agreement-Poenitzsch

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	09/08/2022 08:42 AM
County Judge Exec Asst.	Becky Pruitt	09/08/2022 09:46 AM
Form Started By: John Pelczar		Started On: 09/07/2022 05:39 PM
Final Approval Date: 09/08/2022		

WILLIAMSON COUNTY
TRANSFORMATIVE JUSTICE PROGRAM
AGREEMENT FOR LEGAL SERVICES

This Agreement for Legal Services ("Agreement") is by and between Williamson County ("County") and Jo Poenitzsch ("Defense Counsel").

1. Purpose

1.1 The purpose of this Agreement is to provide the terms, conditions, covenants and compensation relating to Defense Counsel's provision of legal representation to participants who are accepted and receiving services ("Program Services") in the Williamson County Transformative Justice Program ("the Program").

2. Term and Termination

2.1 Term. The Term of this Agreement shall be from October 1, 2022 until September 30, 2023, unless terminated earlier under this Agreement.

2.2 Termination for Convenience. Either party may terminate this Agreement for convenience and without cause or further liability upon thirty (30) calendar day's written notice to the other party. In the event of termination for convenience, it is understood and agreed that only the amounts due to Defense Counsel for services provided up to and including the date of termination, will be due and payable. No penalty will be assessed for a party's termination of this Agreement for convenience.

2.3 Termination for Cause. If either party commits an Event of Breach (a breach of any of the covenants, terms and/or conditions of this Agreement), the non-breaching party shall deliver written notice of such Event of Breach to the breaching party. Such notice must specify the nature of the Event of Breach and inform the breaching party that unless the Event of Breach is cured within three (3) business days of receipt of the notice, additional steps may be taken to terminate this Agreement. If the breaching party begins a good faith attempt to cure the Event of Breach within three (3) business days, then and in that instance, the three (3) business day period may be extended by the non-breaching party, so long as the breaching party continues to prosecute a cure diligently to completion and continues to make a good faith attempt to cure the Event of Breach. If, in the opinion of the non-breaching party, the breaching party does not cure the breach within three (3) business days or otherwise fails to make any diligent attempt to correct the Event of Breach, the breaching party shall be deemed to be in breach and the non-breaching party may, in addition to seeking the remedies available hereunder and under the law, terminate this Agreement.

Termination for breach under this section does not waive either party's claim for direct damages resulting from the breach, and the non-breaching party may, among other remedies, withhold from compensation owed the breaching party an amount necessary to satisfy its claim against the breaching party.

3. Scope of Representation

3.1 Defense Counsel agrees to provide legal representation to participants regarding their pending Program eligible criminal offense including the following:

a) Review of probable cause and intake documents in order to advise client regarding their voluntary participation in the Program;
b) Request and review any/all evidence regarding the pending offense made available to the Defense Counsel throughout the participant's enrollment in the Program;
c) Communicate with, and advise the participant at all stages of the representation regarding the evidence in their case throughout the participant's enrollment in the Program;
d) Communicate with the prosecutor, and advocate for the participant, regarding the evidence in the case and any mitigating evidence determined by defense counsel throughout the participant's enrollment in the Program;
e) Attend and advocate for the participant, at all Case Management, Multi Disciplinary Team meetings, Criminal Justice Team meetings, or any other scheduled meetings regarding the status of the participant throughout the participant's enrollment in the Program;
f) Attend any training requested or required by the Program;
g) Appear and represent participant at all court hearings throughout the participant's enrollment in the Program;
h) Upon successful completion of the Program and Dismissal of the pending charge, Defense Counsel shall file the necessary documents to seek expunction of the criminal records for the participant's Program offense.

3.2 The Attorney shall work "on call" every other weekend, including any holiday immediately preceding or following said weekend. The Attorney may arrange for an approved substitute for said weekend.

3.3 Under this Agreement, the legal services provided by Defense Counsel SHALL NOT INCLUDE any legal representation for Misdemeanor criminal charges, any criminal offenses involving a Program participant that occur outside of Williamson County, Texas, or any criminal matters that are not directly related to the Program eligible offense pending against the participant.

3.4 Upon the signing of an Order of Expunction in a Program participant's case, any further obligation of Defense Counsel to provide legal services to the Program participant shall be terminated.

3.5 At any time the participant is unsuccessfully terminated from the Program and his/her pending criminal case is prosecuted through the traditional criminal justice system of Williamson County, Texas, Defense Counsel's legal representation of participant will also terminate.

4. Compensation

4.1 County agrees to pay Defense Counsel a flat rate of $4750 per month, for up to 100 hrs/month of the legal services provided to participants as described in Paragraph 3.

4.2 Defense Counsel agrees to submit an invoice to County once per month on the last day of the invoiced month. Each invoice shall be submitted electronically to the Williamson County Juvenile Services' Director of Operations at jpelczar@wilco.org, or as otherwise designated, in writing, by County.

4.3 County's payment hereunder shall be governed by Chapter 2251 of the Texas Government Code. Invoices shall be paid by County within thirty (30) days from the date of the Williamson County Auditor's receipt of an invoice. Interest charges for any late payments shall be paid by County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. In the event that a discrepancy arises in relation to an invoice, such as an incorrect amount on an invoice or a lack of documentation that is required to be attached to an invoice to evidence the amount claimed to be due, County shall notify Defense Counsel of such an invoice of the discrepancy. Following County's notification of any discrepancy as to an invoice, Defense Counsel must resolve the discrepancy and resubmit a corrected or revised invoice, which includes all required support documentation, to the Williamson County Auditor. County shall pay the invoice within thirty (30) days from the date of the Williamson County Auditor's receipt of the corrected or revised invoice. County's payment of an invoice that contains a discrepancy shall not be considered late, nor shall any interest begin to accrue until the thirty-first (31st) day following the Williamson County Auditor's receipt of the corrected or revised invoice.

5. Independent Contractor

5.1 It is expressly acknowledged that Defense Counsel is an independent contractor and that nothing in this Agreement is intended or shall be construed to create an employer/employee relationship between County and Defense Counsel. Defense Counsel acknowledges and agrees that he/she will not be entitled to any benefits generally provided by the County to its employees (including, without limitation, health insurance, retirement, severance, vacation, and disability) or any compensation other than what is set forth herein.

It is understood and agreed that Defense Counsel shall pay all taxes, licenses, and fees levied or assessed on Defense Counsel in connection with or incident to the performance of this Agreement by any governmental agency, including, without limitation, unemployment compensation insurance, old age benefits, social security, or any other taxes upon fees or wages of Defense Counsel, Defense Counsel's agents, employees, and representatives. Defense Counsel agrees to reimburse the County on demand for all such taxes or governmental charges, state or federal, which the County may be required or deem it necessary to pay on account of employees of Defense Counsel. Defense Counsel agrees to furnish the County with the information required to enable it

to make the necessary reports and pay such taxes or charges. At its election, the County is authorized to deduct all sums so paid for such taxes and governmental charges from any fee or amounts that may be or become due to Defense Counsel.

5.2 Defense Counsel shall not be deemed or construed to be an agent or representative of County for any purposes whatsoever and Defense Counsel hereby agrees to not hold himself/herself out as a representative or agent of County. In this respect, Defense Counsel acknowledges and agrees that he/she shall have no right or authority to commit or obligate the County in any way to any third party or parties unless specifically authorized to do so by the Williamson County Commissioners Court.

5.3 During the term of this agreement, Defense Counsel may provide other legal representation for individuals or entities so long as said representation does not interfere with the obligations under this Agreement.

6. Representations and Warranties

6.1 Defense Counsel represents and warrants that:

a) Defense Counsel has the authority to sign and be bound by the terms of this Agreement;

b) Defense Counsel is licensed by the State Bar of Texas and in good standing; and

c) All legal representation provided by Defense Counsel shall be performed for participants in accordance with the professional standards applicable under the Rules of Professional Responsibility.

7. Responsibility for Acts and Omissions

7.1 Defense Counsel is responsible for providing the services under this Agreement. TO THE FULLEST EXTENT PERMITTED BY LAW, DEFENSE COUNSEL SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF COUNTY'S CHOOSING), AND HOLD HARMLESS COUNTY, AND COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF DEFENSE COUNSEL OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.

7.2 Defense Counsel expressly waives rights or claims of subrogation Defense Counsel may have against County.

8. General Terms

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

8.2 This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns. No party to this Agreement may assign or transfer its interest in or obligations under this Agreement without the prior written consent of all parties to this Agreement.

8.3 Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in Williamson County, Texas, and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this Agreement is governed by the laws of the United States, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

8.4 No provision of this Agreement is intended to waive County's sovereign/governmental immunity, including but not limited to immunity from suit or immunity from liability, as provided by Title 5, Texas Civil Practice & Remedies Code, and other applicable law.

8.5 No provision of this Agreement is intended to create any third-party beneficiary.

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

8.7 If any provision included in this Agreement is determined to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceable provision shall not affect any other provision and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been included.

8.8 Written notice or communication required by or related to this Contract shall be provided to the following party representatives:

County
Attn: County Judge
710 Main Street
Suite 101
Georgetown, Texas 78626

Defense Counsel
Jo Poenitzsch, Attorney at Law
1801 Williams Drive
Georgetown, Texas 78628

With Copy To:

Williamson County Juvenile Services
Attn: Scott Matthew, MBA
Executive Director
200 Wilco Way
Georgetown, Texas 78626

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

8.10 Defense Counsel acknowledges that the funding to be paid to Defense Counsel is from a grant. The obligations of the County under this Agreement do not constitute a general obligation or indebtedness of County for which the County is obligated to levy, pledge, or collect any form of taxation. It is understood and agreed that County shall have the right to terminate this Agreement if the grant funding source does not appropriate sufficient grant funds to fund the Program in the future. County may effect such termination by giving written notice of termination to Defense Counsel immediately upon notice that any such grant funding is terminated and, in such case, County shall pay Defense Counsel for all amounts incurred and earned up to date of the termination of grant funding.

8.11 This Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by each party to this Agreement. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

IN WITNESS WHEREOF, the parties have duly executed and delivered this Agreement on the date set forth above, to be effective as of October 1, 2022.

WILLIAMSON COUNTY	DEFENSE COUNSEL
By:_____	By: Jo Poenitzsch
Printed Name: _____	Printed Name: Jo Poenitzsch
Title: Presiding Officer of Williamson County Commissioners Court	Title: Attorney at Law

Commissioners Court - Regular Session **67.**

Meeting Date: 09/13/2022

Transformative Justice Program Case Management Service Agreement for Jordan Jamar

Submitted By: John Pelczar, Juvenile Services

Department: Juvenile Services

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on an Agreement for Case Management Services for the Williamson County Transformative Justice Program between Williamson County and Jordan Jamar; and exemption of such services from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemption for personal or professional services, as set forth under Tex. Loc. Gov't Code 262.024(a)(4).

Background

This is a renewal of Ms. Jamar's case management services agreement for the Williamson County Transformative Justice Program. Ms. Jamar has been serving in this role for since the programs inception and her current contract expires September 30, 2022. There were no changes made from the previous contract other than updating the dates of services.

This position is grant funded through the Texas Indigent Defense Commission and the allocated county match.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Case Management Services Agreement-JJamar

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	09/08/2022 08:42 AM
County Judge Exec Asst.	Becky Pruitt	09/08/2022 09:47 AM
Form Started By: John Pelczar		Started On: 09/07/2022 05:43 PM
Final Approval Date: 09/08/2022		

AGREEMENT FOR CASE MANAGEMENT SERVICES FOR WILLIAMSON COUNTY TRANSFORMATIVE JUSTICE PROGRAM

This Agreement for Case Management Services for the Williamson County Transformative Justice Program ("Agreement") is by and between Williamson County ("County") and Jordan Jamar ("Case Manager").

1. Description of Program and Purpose of Agreement

1.1 The mission and vision of the Williamson County Transformative Justice Program ("Program") is to reduce incarceration of and improve outcomes for emerging adults ages 17 - 24 in the Williamson County, Texas justice system. The Program is designed to positively impact the following: (1) a Public Health Alternative to Incarceration Program (ATI), (2) direct litigation, and (3) community engagement & re-entry. The Program partners with community stakeholders, criminal justice agencies and health and human services professionals that will address the underlying factors contributing to the emerging adults' involvement in the criminal justice system. Finally, community engagement and re-entry efforts support the Program participants as they transition back to their communities.

1.2 The purpose of this Agreement is to provide the terms, conditions, covenants, and compensation relating to Case Manager's provision of case management services for the Program.

2. Term and Termination

2.1 Term. The Term of this Agreement shall be from October 1, 2022 until September 30, 2023, unless terminated earlier under this Agreement.

2.2 Termination for Convenience. Either party may terminate this Agreement for convenience and without cause or further liability upon thirty (30) calendar day's written notice to the other party. In the event of termination for convenience, it is understood and agreed that only the amounts due to Case Management services provided up to and including the date of termination, will be due and payable. No penalty will be assessed for a party's termination of this Agreement for convenience.

2.3 Termination for Cause. If either party commits an Event of Breach (a breach of any of the covenants, terms and/or conditions of this Agreement), the non-breaching party shall deliver written notice of such Event of Breach to the breaching party. Such notice must specify the nature of the Event of Breach and inform the breaching party that unless the Event of Breach is cured within three (3) business days of receipt of the notice, additional steps may be taken to terminate this Agreement. If the breaching party begins a good faith attempt to cure the Event of Breach within three (3) business days, then and in that instance, the three (3) business day period may be extended by the non-breaching party, so long as the breaching party continues to prosecute a cure diligently to completion and continues to make a good faith attempt to cure the Event of Breach. If, in the opinion of the non-breaching party, the breaching party does not cure the breach within three (3) business days or otherwise fails to make any diligent attempt to correct the Event of

Breach, the breaching party shall be deemed to be in breach and the non-breaching party may, in addition to seeking the remedies available hereunder and under the law, terminate this Agreement.

Termination for breach under this section does not waive either party's claim for direct damages resulting from the breach, and the non-breaching party may, among other remedies, withhold from compensation owed the breaching party an amount necessary to satisfy its claim against the breaching party.

3. Scope of Services

3.1 Case Manager agrees to provide the following Scope of Services in relation to the Program:

a. Interact with emerging adults participating in the Program while maintaining and complying with the Program's service philosophy with an emphasis on Developmental Assets, Developmental Relationships, SPARK identification, Motivational Interviewing, and Trust-Based Relational Intervention (TBRI)
b. Engage with emerging adults on the Program's caseload to develop relationships and focus efforts toward diversion of the emerging adults from the criminal justice system.
c. Model and exhibit positive behavior and leadership to emerging adults in all interactions relating to the Program.
d. Teach coping and life skills to emerging adults and coordinate community support for emerging adults' needs under the Program.
e. Make referrals for appropriate resources such as substance use, mental health, education, and vocational/employment services to participants in the Program.
f. Redirect emerging adults' behavior using appropriate trauma-focused interventions, when necessary.
g. Perform investigations and evaluations of offenders to submit recommendations to relevant court(s).
h. Interview and counsel emerging adults' and families.
i. Appear in court and testify in hearings regarding emerging adults' progress in the Program.
j. Maintain compliance with daily, weekly, monthly and quarterly contact and Program case plan standards.
k. Understand, practice, and promote the vision of the Program.
l. Coordinate and transport emerging adults for various appointments.
m. Coordinate, supervise, and facilitate special programs, such as Family Nights and Skills Training classes (to include evenings and weekends).
n. Facilitate weekly group sessions with emerging adults in the Program.
o. Develop relationships and communicate regularly with personnel in law enforcement, schools, courts, community organizations, and other social service agencies.
p. Collaborate with all relevant staff and counselors associated with the Program to provide individualized case management to emerging adults on the Program's caseload.
q. Conduct the intake process for emerging adults being placed into the Program.

r. Assist with compiling, monitoring, and recording statistical Program data for reports to the court, grant reporting and research team.
s. Attend all Program related meetings and trainings as required and necessary for the success of the Program.
t. Available on an on-call basis to meet with new potential participants in jail, perform the initial intake interview and assessment, have the participant fill out the research paperwork and complete the randomization process.

4. Compensation

4.1 County agrees to pay Case Manager the total not to exceed fee of $57,000.00 to provide the Scope of Services as described in Paragraph 3 for the entire Term of this Agreement. The said total not to exceed fee shall be paid in twenty-four (24) bi-monthly installments of $2,375.00 each.

4.2 Case Manager agrees to submit an invoice to County once per month on the last day of the invoiced month. Each invoice shall be submitted electronically to the Williamson County Juvenile Services' Director of Operations at jpelczar@wilco.org, or as otherwise designated, in writing, by County.

4.3 County's payment hereunder shall be governed by Chapter 2251 of the Texas Government Code. Invoices shall be paid by County within thirty (30) days from the date of the Williamson County Auditor's receipt of an invoice. Interest charges for any late payments shall be paid by County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. In the event that a discrepancy arises in relation to an invoice, such as an incorrect amount on an invoice or a lack of documentation that is required to be attached to an invoice to evidence the amount claimed to be due, County shall notify Case Manager of such an invoice of the discrepancy. Following County's notification of any discrepancy as to an invoice, Case Manager must resolve the discrepancy and resubmit a corrected or revised invoice, which includes all required support documentation, to the Williamson County Auditor. County shall pay the invoice within thirty (30) days from the date of the Williamson County Auditor's receipt of the corrected or revised invoice. County's payment of an invoice that contains a discrepancy shall not be considered late, nor shall any interest begin to accrue until the thirty-first (31st) day following the Williamson County Auditor's receipt of the corrected or revised invoice.

5. Independent Contractor

5.1 It is expressly acknowledged that Case Manager is an independent contractor and that nothing in this Agreement is intended or shall be construed to create an employer/employee relationship between County and Case Manager. Case Manager acknowledges and agrees that he/she will not be entitled to any benefits generally provided by the County to its employees (including, without

limitation, health insurance, retirement, severance, vacation, and disability) or any compensation other than what is set forth herein.

It is understood and agreed that Case Manager shall pay all taxes, licenses, and fees levied or assessed on Case Manager in connection with or incident to the performance of this Agreement by any governmental agency, including, without limitation, unemployment compensation insurance, old age benefits, social security, or any other taxes upon fees or wages of Case Manager, Case Manager's agents, employees, and representatives. Case Manager agrees to reimburse the County on demand for all such taxes or governmental charges, state or federal, which the County may be required or deem it necessary to pay on account of employees of Case Manager. Case Manager agrees to furnish the County with the information required to enable it to make the necessary reports and pay such taxes or charges. At its election, the County is authorized to deduct all sums so paid for such taxes and governmental charges from any fee or amounts that may be or become due to Case Manager.

5.2 Case Manager shall not be deemed or construed to be an agent or representative of County for any purposes whatsoever and Case Manager hereby agrees to not hold himself/herself out as a representative or agent of County. In this respect, Case Manager acknowledges and agrees that he/she shall have no right or authority to commit or obligate the County in any way to any third party or parties unless specifically authorized to do so by the Williamson County Commissioners Court.

6. Representations and Warranties

6.1 Case Manager represents and warrants that Case Manager has the authority to sign and be bound by the terms of this Agreement.

7. Responsibility for Acts and Omissions

7.1 Case Manager is responsible for providing the services under this Agreement. TO THE FULLEST EXTENT PERMITTED BY LAW, CASE MANAGER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF COUNTY'S CHOOSING), AND HOLD HARMLESS COUNTY, AND COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF CASE MANAGER 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 Case Manager expressly waives rights or claims of subrogation Case Manager may have against County.

8. General Terms

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

8.2 This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns. No party to this Agreement may assign or transfer its interest in or obligations under this Agreement without the prior written consent of all parties to this Agreement.

8.3 Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in Williamson County, Texas, and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this Agreement is governed by the laws of the United States, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

8.4 No provision of this Agreement is intended to waive County's sovereign/governmental immunity, including but not limited to immunity from suit or immunity from liability, as provided by Title 5, Texas Civil Practice & Remedies Code, and other applicable law.

8.5 No provision of this Agreement is intended to create any third-party beneficiary.

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

8.7 If any provision included in this Agreement is determined to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceable provision shall not affect any other provision and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been included.

8.8 Written notice or communication required by or related to this Contract shall be provided to the following party representatives:

County
Attn: County Judge
710 Main Street
Suite 101
Georgetown, Texas 78626

Case Manager
Jordan Jamar
200 FM 1460, Apt. 11108
Georgetown, Texas 78626

With Copy To:

Williamson County Juvenile Services
Attn: Scott Matthew, MBA
Executive Director
200 Wilco Way
Georgetown, Texas 78626

8.9 Case Manager 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 Case Manager which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Case Manager agrees that County shall have access during normal working hours to all necessary Case Manager 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 Case Manager reasonable advance notice of intended audits.

8.10 Case Manager acknowledges that the funding to be paid to Case Manager is from a grant. The obligations of the County under this Agreement do not constitute a general obligation or indebtedness of County for which the County is obligated to levy, pledge, or collect any form of taxation. It is understood and agreed that County shall have the right to terminate this Agreement if the grant funding source does not appropriate sufficient grant funds to fund the Program in the future. County may effect such termination by giving written notice of termination to Case Manager immediately upon notice that any such grant funding is terminated and, in such case, County shall pay Case Manager for all amounts incurred and earned up to date of the termination of grant funding.

8.11 This Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by each party to this Agreement. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

IN WITNESS WHEREOF, the parties have duly executed and delivered this Agreement on the date set forth above, to be effective as of October 1, 2022.

WILLIAMSON COUNTY	CASE MANAGER
By:_____	By: Jordan Jamar
Printed Name: _____	Printed Name: Jordan Jamar
Title: Presiding Officer of Williamson County Commissioners Court	Title: Case Manager
Date: _____ ____, 2022	Date: August 4, 2022

Commissioners Court - Regular Session **68.**

Meeting Date: 09/13/2022

Transformative Justice Program Case Management Service Agreement for Krystal Scott

Submitted By: John Pelczar, Juvenile Services

Department: Juvenile Services

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on an Agreement for Case Management Services for the Williamson County Transformative Justice Program between Williamson County and Krystal Scott; and exemption of such services from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemption for personal or professional services, as set forth under Tex. Loc. Gov't Code 262.024(a)(4).

Background

This is a renewal of Ms. Scott's case management services agreement for the Williamson County Transformative Justice Program. Ms. Scott has been serving in this role for since the programs inception and her current contract expires September 30, 2022. There were no changes made from the previous contract other than updating the dates of services.

This position is grant funded through the Texas Indigent Defense Commission and the allocated county match.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Case Management Services Agreement-KScott

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	09/08/2022 08:42 AM
County Judge Exec Asst.	Becky Pruitt	09/08/2022 09:48 AM
Form Started By: John Pelczar		Started On: 09/07/2022 05:46 PM
Final Approval Date: 09/08/2022		

AGREEMENT FOR CASE MANAGEMENT SERVICES
FOR
WILLIAMSON COUNTY TRANSFORMATIVE JUSTICE PROGRAM

This Agreement for Case Management Services for the Williamson County Transformative Justice Program ("Agreement") is by and between Williamson County ("County") and Krystal Scott ("Case Manager").

1. Description of Program and Purpose of Agreement

1.1 The mission and vision of the Williamson County Transformative Justice Program ("Program") is to reduce incarceration of and improve outcomes for emerging adults ages 17 - 24 in the Williamson County, Texas justice system. The Program is designed to positively impact the following: (1) a Public Health Alternative to Incarceration Program (ATI), (2) direct litigation, and (3) community engagement & re-entry. The Program partners with community stakeholders, criminal justice agencies and health and human services professionals that will address the underlying factors contributing to the emerging adults' involvement in the criminal justice system. Finally, community engagement and re-entry efforts support the Program participants as they transition back to their communities.

1.2 The purpose of this Agreement is to provide the terms, conditions, covenants, and compensation relating to Case Manager's provision of case management services for the Program.

2. Term and Termination

2.1 Term. The Term of this Agreement shall be from October 1, 2022 until September 30, 2023, unless terminated earlier under this Agreement.

2.2 Termination for Convenience. Either party may terminate this Agreement for convenience and without cause or further liability upon thirty (30) calendar day's written notice to the other party. In the event of termination for convenience, it is understood and agreed that only the amounts due to Case Management services provided up to and including the date of termination, will be due and payable. No penalty will be assessed for a party's termination of this Agreement for convenience.

2.3 Termination for Cause. If either party commits an Event of Breach (a breach of any of the covenants, terms and/or conditions of this Agreement), the non-breaching party shall deliver written notice of such Event of Breach to the breaching party. Such notice must specify the nature of the Event of Breach and inform the breaching party that unless the Event of Breach is cured within three (3) business days of receipt of the notice, additional steps may be taken to terminate this Agreement. If the breaching party begins a good faith attempt to cure the Event of Breach within three (3) business days, then and in that instance, the three (3) business day period may be extended by the non-breaching party, so long as the breaching party continues to prosecute a cure diligently to completion and continues to make a good faith attempt to cure the Event of Breach. If, in the opinion of the non-breaching party, the breaching party does not cure the breach within three (3) business days or otherwise fails to make any diligent attempt to correct the Event of

Breach, the breaching party shall be deemed to be in breach and the non-breaching party may, in addition to seeking the remedies available hereunder and under the law, terminate this Agreement.

Termination for breach under this section does not waive either party's claim for direct damages resulting from the breach, and the non-breaching party may, among other remedies, withhold from compensation owed the breaching party an amount necessary to satisfy its claim against the breaching party.

3. Scope of Services

3.1 Case Manager agrees to provide the following Scope of Services in relation to the Program:

a. Interact with emerging adults participating in the Program while maintaining and complying with the Program's service philosophy with an emphasis on Developmental Assets, Developmental Relationships, SPARK identification, Motivational Interviewing, and Trust-Based Relational Intervention (TBRI)
b. Engage with emerging adults on the Program's caseload to develop relationships and focus efforts toward diversion of the emerging adults from the criminal justice system.
c. Model and exhibit positive behavior and leadership to emerging adults in all interactions relating to the Program.
d. Teach coping and life skills to emerging adults and coordinate community support for emerging adults' needs under the Program.
e. Make referrals for appropriate resources such as substance use, mental health, education, and vocational/employment services to participants in the Program.
f. Redirect emerging adults' behavior using appropriate trauma-focused interventions, when necessary.
g. Perform investigations and evaluations of offenders to submit recommendations to relevant court(s).
h. Interview and counsel emerging adults' and families.
i. Appear in court and testify in hearings regarding emerging adults' progress in the Program.
j. Maintain compliance with daily, weekly, monthly and quarterly contact and Program case plan standards.
k. Understand, practice, and promote the vision of the Program.
l. Coordinate and transport emerging adults for various appointments.
m. Coordinate, supervise, and facilitate special programs, such as Family Nights and Skills Training classes (to include evenings and weekends).
n. Facilitate weekly group sessions with emerging adults in the Program.
o. Develop relationships and communicate regularly with personnel in law enforcement, schools, courts, community organizations, and other social service agencies.
p. Collaborate with all relevant staff and counselors associated with the Program to provide individualized case management to emerging adults on the Program's caseload.
q. Conduct the intake process for emerging adults being placed into the Program.

r. Assist with compiling, monitoring, and recording statistical Program data for reports to the court, grant reporting and research team.
s. Attend all Program related meetings and trainings as required and necessary for the success of the Program.
t. Available on an on-call basis to meet with new potential participants in jail, perform the initial intake interview and assessment, have the participant fill out the research paperwork and complete the randomization process.

4. Compensation

4.1 County agrees to pay Case Manager the total not to exceed fee of $57,000.00 to provide the Scope of Services as described in Paragraph 3 for the entire Term of this Agreement. The said total not to exceed fee shall be paid in twenty-four (24) bi-monthly installments of $2,375.00 each.

4.2 Case Manager agrees to submit an invoice to County once per month on the last day of the invoiced month. Each invoice shall be submitted electronically to the Williamson County Juvenile Services' Director of Operations at jpelczar@wilco.org, or as otherwise designated, in writing, by County.

4.3 County's payment hereunder shall be governed by Chapter 2251 of the Texas Government Code. Invoices shall be paid by County within thirty (30) days from the date of the Williamson County Auditor's receipt of an invoice. Interest charges for any late payments shall be paid by County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. In the event that a discrepancy arises in relation to an invoice, such as an incorrect amount on an invoice or a lack of documentation that is required to be attached to an invoice to evidence the amount claimed to be due, County shall notify Case Manager of such an invoice of the discrepancy. Following County's notification of any discrepancy as to an invoice, Case Manager must resolve the discrepancy and resubmit a corrected or revised invoice, which includes all required support documentation, to the Williamson County Auditor. County shall pay the invoice within thirty (30) days from the date of the Williamson County Auditor's receipt of the corrected or revised invoice. County's payment of an invoice that contains a discrepancy shall not be considered late, nor shall any interest begin to accrue until the thirty-first (31st) day following the Williamson County Auditor's receipt of the corrected or revised invoice.

5. Independent Contractor

5.1 It is expressly acknowledged that Case Manager is an independent contractor and that nothing in this Agreement is intended or shall be construed to create an employer/employee relationship between County and Case Manager. Case Manager acknowledges and agrees that he/she will not be entitled to any benefits generally provided by the County to its employees (including, without

limitation, health insurance, retirement, severance, vacation, and disability) or any compensation other than what is set forth herein.

It is understood and agreed that Case Manager shall pay all taxes, licenses, and fees levied or assessed on Case Manager in connection with or incident to the performance of this Agreement by any governmental agency, including, without limitation, unemployment compensation insurance, old age benefits, social security, or any other taxes upon fees or wages of Case Manager, Case Manager's agents, employees, and representatives. Case Manager agrees to reimburse the County on demand for all such taxes or governmental charges, state or federal, which the County may be required or deem it necessary to pay on account of employees of Case Manager. Case Manager agrees to furnish the County with the information required to enable it to make the necessary reports and pay such taxes or charges. At its election, the County is authorized to deduct all sums so paid for such taxes and governmental charges from any fee or amounts that may be or become due to Case Manager.

5.2 Case Manager shall not be deemed or construed to be an agent or representative of County for any purposes whatsoever and Case Manager hereby agrees to not hold himself/herself out as a representative or agent of County. In this respect, Case Manager acknowledges and agrees that he/she shall have no right or authority to commit or obligate the County in any way to any third party or parties unless specifically authorized to do so by the Williamson County Commissioners Court.

6. Representations and Warranties

6.1 Case Manager represents and warrants that Case Manager has the authority to sign and be bound by the terms of this Agreement.

7. Responsibility for Acts and Omissions

7.1 Case Manager is responsible for providing the services under this Agreement. TO THE FULLEST EXTENT PERMITTED BY LAW, CASE MANAGER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF COUNTY'S CHOOSING), AND HOLD HARMLESS COUNTY, AND COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF CASE MANAGER 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 Case Manager expressly waives rights or claims of subrogation Case Manager may have against County.

8. General Terms

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

8.2 This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns. No party to this Agreement may assign or transfer its interest in or obligations under this Agreement without the prior written consent of all parties to this Agreement.

8.3 Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in Williamson County, Texas, and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this Agreement is governed by the laws of the United States, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

8.4 No provision of this Agreement is intended to waive County's sovereign/governmental immunity, including but not limited to immunity from suit or immunity from liability, as provided by Title 5, Texas Civil Practice & Remedies Code, and other applicable law.

8.5 No provision of this Agreement is intended to create any third-party beneficiary.

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

8.7 If any provision included in this Agreement is determined to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceable provision shall not affect any other provision and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been included.

8.8 Written notice or communication required by or related to this Contract shall be provided to the following party representatives:

County
Attn: County Judge
710 Main Street
Suite 101
Georgetown, Texas 78626

Case Manager
Krystal Scott
12800 Turtle Rock Rd., #13102
Austin, Texas 78729

With Copy To:

Williamson County Juvenile Services
Attn: Scott Matthew, MBA
Executive Director
200 Wilco Way
Georgetown, Texas 78626

8.9 Case Manager 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 Case Manager which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Case Manager agrees that County shall have access during normal working hours to all necessary Case Manager 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 Case Manager reasonable advance notice of intended audits.

8.10 Case Manager acknowledges that the funding to be paid to Case Manager is from a grant. The obligations of the County under this Agreement do not constitute a general obligation or indebtedness of County for which the County is obligated to levy, pledge, or collect any form of taxation. It is understood and agreed that County shall have the right to terminate this Agreement if the grant funding source does not appropriate sufficient grant funds to fund the Program in the future. County may effect such termination by giving written notice of termination to Case Manager immediately upon notice that any such grant funding is terminated and, in such case, County shall pay Case Manager for all amounts incurred and earned up to date of the termination of grant funding.

8.11 This Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by each party to this Agreement. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

IN WITNESS WHEREOF, the parties have duly executed and delivered this Agreement on the date set forth above, to be effective as of October 1, 2022.

WILLIAMSON COUNTY

By:_____

Printed Name: _____

Title: Presiding Officer of Williamson County Commissioners Court

Date: _____ ____, 2022

CASE MANAGER

By: Krystal D. Scott

Printed Name: Krystal Scott

Title: Case Manager

Date: August 10th, 2022

Commissioners Court - Regular Session **69.**

Meeting Date: 09/13/2022

Award of RFP #22RFP112 Tennis Operations and Pro Shop Manager to Rippner Tennis, LLC for the Parks Departmen

Submitted For: Joy Simonton **Submitted By:** Gretchen Glenn, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on awarding RFP #22RFP112 Tennis Operations and Pro Shop Manager - Southwest Williamson County Regional Park, to the highest scoring proposer, Rippner Tennis, LLC.

Background

Williamson County sent out over 650 notifications with 7 document takers and 1 submitting proposal. The proposal has been reviewed and analyzed by the evaluation committee. After interviews and negotiations, the committee has recommended award to the highest and sole scoring proposer, Rippner Tennis, LLC for an initial term of two (2) years with three (3) annual extension options. In addition to meeting all proposal qualifications, Rippner Tennis, LLC has performed previous projects for Williamson County. The RFP and the Vendor's Response will serve as the contract documents. There is no expenditure to the county as this is a revenue generating contract. Contact: Russell Fishbeck.

With this award, the Parks Department is also recommending fee adjustments for tennis court rentals as follows:

1. Adults – no change - $4/per person/per hour
2. Seniors – increase from $3 to $4 per person/per hour
3. Juniors – increase from $2 to $4 per person/per hour
4. League Play (Singles) increase from $3 to $4 per person/per hour
5. League Play (Doubles) increase from $2 to $4 per person/per hour

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Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Award Recommendation

Scoresheet

Proposal

Revenue Split Addendum

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	09/08/2022 10:43 AM
County Judge Exec Asst.	Becky Pruitt	09/08/2022 10:44 AM
Form Started By: Gretchen Glenn		Started On: 09/07/2022 12:07 PM
Final Approval Date: 09/08/2022		

OFFICE MEMORANDUM

Date: August 26, 2022

COORDINATION — ROUTING			
Div.	Name	Initial	Date

To: Gretchen Glenn, Purchasing Specialist

From: Russell Fishbeck, Parks Director Russell Fishbeck Digitally signed by Russell Fishbeck Date: 2022.08.26 16:53:15 -05'00'

Subject: Tennis Operations & Pro Shop Manager at SW Regional Park

Re: Request for Proposals - 22RFP112

Return To:

On May 17, 2022, the Purchasing Department was authorized to advertise and receive proposals for the Tennis Operations and Pro Shop Manager at the Southwest Williamson County Regional Park, under 22RFP112. One proposal was received by the June 21, 2022 closing date; from Rippner Tennis.

Respondents were asked to submit a proposal that would be evaluated on the following criteria:

- Experience as a Business Operator/Concessionaire
- Financial strength and stability to sustain the concession as proposed
- Five-Year Business Plan and Business Management, including proposed revenue-sharing plan
- Professional and Community Relationships
- Familiarity with Region (Williamson County and Central Texas)
- References and background checks of all employees.

The Williamson County Parks Department reviewed and evaluated the proposal and conducted a follow-up interviews with the applicant. It was determined that Rippner Tennis satisfactorily met the minimum requirements and demonstrated the knowledge, ability, and necessary experience to successfully operate and manage the concession.

Williamson County Parks Dept.
219 Perry Mayfield
Leander, Texas 78641
512-943-1920
www.wilco.org/parks

Scoring Summary

Active Submissions

	Total	Experience	Financial Strength	Business Plan	Professional and Community Relationships
Supplier	**/ 100 pts**	**/ 25 pts**	**/ 20 pts**	**/ 20 pts**	**/ 15 pts**
RippnerTennis	88 pts	23 pts	18 pts	15 pts	13 pts

	Familiarity with Region	References
Supplier	**/ 15 pts**	**/ 5 pts**
RippnerTennis	14 pts	5 pts

RippnerTennis

Proposal for Management:

Southwest Williamson County

Regional Park Tennis Center

Reference Number 22RFP112

Williamson County |June 17, 2022

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|A| Executive Summary

RippnerTennis is an Austin-based, female owned and operated tennis management company with over 15 years of experience managing tennis centers in the Austin area, including serving as the 'Pro Manager' of the South Austin Tennis Center (SATC) since 2007 and Williamson County (WilCo) since 2017. RippnerTennis was founded by Brie Rippner after retiring from her professional tennis career where she reached the ranks of #57 in Women's Singles and #92 in Women's Doubles. Brie started RippnerTennis to create grassroots tennis centers to make tennis fun for people of all ages and backgrounds.

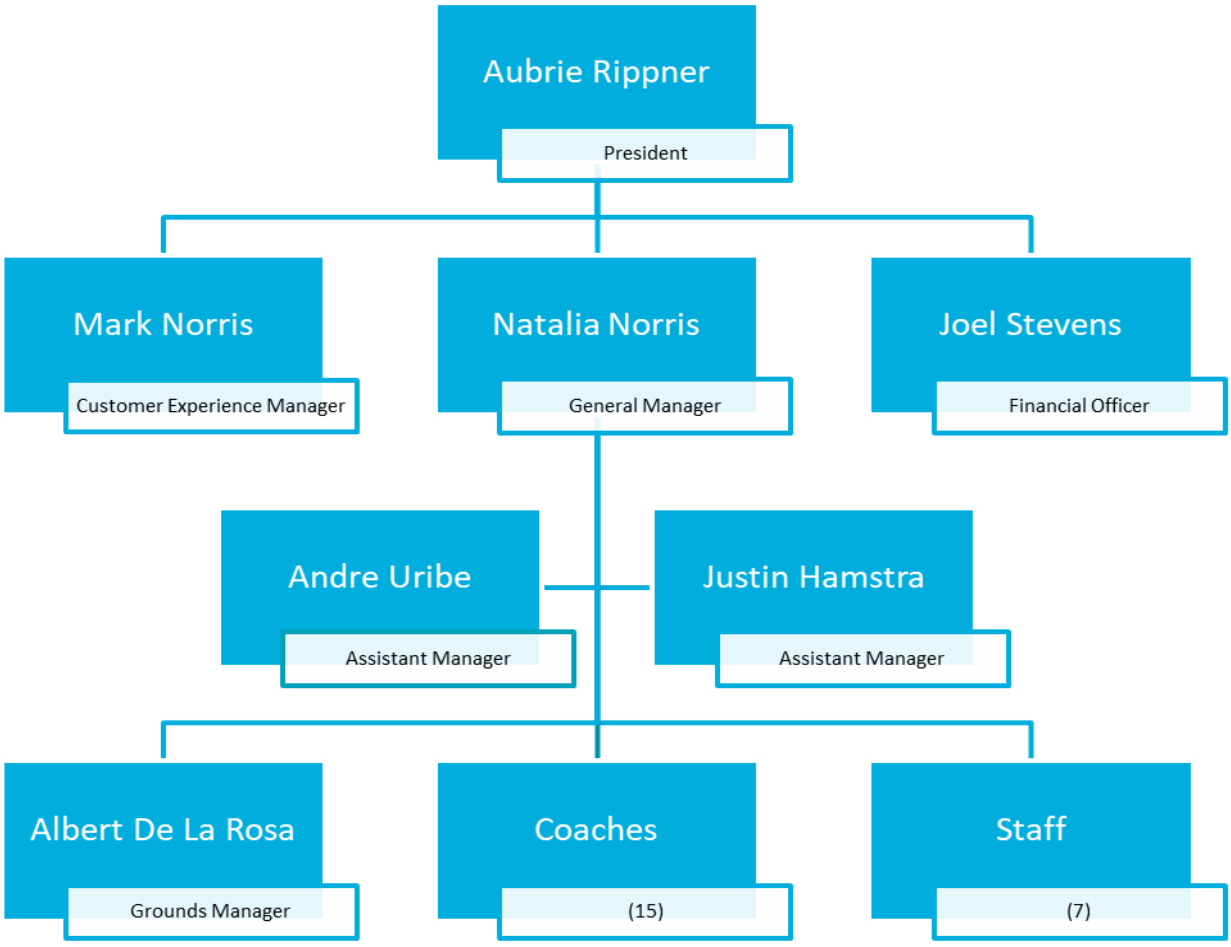
To that end, RippnerTennis already provides the widest, most available tennis programming in the greater Austin area. Our elite coaching staff is unparalleled in their expertise, allowing us to reach all ages and levels, from players who have never picked up a racquet looking for exercise and health to experienced athletes looking to improve their skills. Over the last 15 years, we have created a fun, professional tennis experience that has built a large loyal community. We have consistently expanded our offerings in response to the demand and requests of our players, built from beginners and intermediate players consistently improving their tennis abilities. As a result, we now offer 200 adult clinics and over 100 junior clinics per week at an affordable, a la carte price. These clinics are available year round morning and evening, 7 days a week with an adaptable schedule that meets the demands of the community. Depending on the month, we provide tennis instruction for 3,000 to 5,000 people.

For customers looking for individual instruction, we offer private lessons during non-prime time hours in order to maximize court usage. For our younger patrons, RippnerTennis provides junior camps, events, tournaments, and leagues throughout the year. For adults, in addition to the extensive group clinics, we provide tournaments, mixers, leagues, and socials.

RippnerTennis also provides tennis services to take care of all of our customers' tennis needs. Our stringing services include extensive options and a quick turnaround time. We have four ball machines available to rent, including a Playmate commercial Lift machine that can serve tennis balls of any type up to 120 miles an hour. We also provide tennis grips, dampeners, and other accessories as well as tennis racquets and apparel. Concessions are available for purchase for all players.

RippnerTennis understands that it is not enough to provide extensive tennis instruction and services–we also aim to provide a great customer experience. First, we have hired and trained an extensive management team with a dedicated customer-experience manager. As part of our on-boarding process, we provide customer service and sensitivity training to all of our staff and coaches. Additionally, we have a detailed process to handle any complaints, which quickly escalates to our management team via our customer-experience manager.

The breadth of our organization is shown below:



In addition to our staff, RippnerTennis also believes the major touch-points for customers should be as easy and intuitive as possible. Our reservation system is the most customer interaction; gone are the days where customers needed to call in early in the morning to reserve courts on the phone. Instead, RippnerTennis uses a best-in-class reservation system, Club Automation, which is the same system used by major tennis clubs throughout the United States. Our patrons are able to use a custom-made application, specific to RippnerTennis, on their devices to manage their appointments and services in real-time. Of course, they can also access our reservation system online, at rippnertennis.com. Thus, customers are able to manage reservations with ease at any time of the day. At the same time, we also provide customer service on the phone and in person–we have two customer service representatives answering phones during business hours. Rippner Tennis also manages court usage, court reservations, and payment of court fees according to the Williamson County policies.

In conjunction with our local marketing partner and website manager, Workhorse Creative Agency, RippnerTennis provides marketing, advertising, and promotional activity via multiple channels. We have a professionally managed website that allows customers to understand our offerings, review our tennis schedule, and make reservations. We also have an online presence on multiple social networks where we remind followers of our tennis programs and services. We further run physical and online advertisement campaigns at various times throughout the year to extend our services to new customers.

With a renewal of our contract, we will be able to continue to grow and invest in our vision:

Our mission is to make tennis enjoyable, accessible, inclusive, and affordable for people of all backgrounds and levels.

|B| Operating Plan

RippnerTennis is dedicated to continually expanding our offerings through a wide variety of programming intended to be inclusive of all ages and skill levels. Our adult programming includes beginner, advanced beginner, 2.5, 3.0, 3.5, 4.0, 4.5, and 5.0+ clinics as well as tournaments, mixers, socials, and leagues. Of course, we also offer private lessons for individuals and groups. For junior programming, we have daily offerings of red ball, orange ball, green ball, yellow ball, competitive development, advanced competitive development, and high performance programs. We offer 200 adult clinics and over 100 junior clinics per week at an affordable, a la carte price. These clinics are available year round morning and evening, 7 days a week with an adaptable schedule that meets the demands of the community. Depending on the month, we provide tennis instruction for 3,000 to 5,000 people. RippnerTennis also partners with a number of organizations and businesses in greater Austin area to provide our clients and students with special events next to the action on the courts. As we continue to see our programs grow, our clients show us which offerings to expand through participation, and we adjust our offerings accordingly.

General Hours of Operation

RippnerTennis strives to maximize the opportunities for our clients and students to enjoy our facilities and all that our programs have to offer. We propose staffing the pro-shop based on court reservations and demand and expanding our operational hours regularly to meet the needs of the community. We would close the pro shop in the case of inclement weather or events restricting access to the tennis courts.

|i| Junior Programs

Junior Programming Overview

RippnerTennis views its juniors program as a complete educational experience for young athletes with tennis acting as a vehicle to impart skills for a lifetime. Our junior participants are students, not clients–we seek to guide their development through mentorship and commitment. Our coaches are constantly thinking of ways to improve the on-court experience and give our students the chance to experience tennis and overcome life's challenges. Through RippnerTennis' educational approach to junior programming, we also seek to build a strong sense of community. We see the Williamson County Tennis Center as a stable and nurturing place to foster capable young men and women. We currently serve over 1,000 junior students per month and see room for tremendous growth as we build on this foundation.

To provide a solid instructional foundation, RippnerTennis employs certified coaches who have shown a commitment to their craft through continued professional education and a dedication to developing the junior game. Our coaches implement the latest coaching methods tailored to the unique challenges of training young players.

Junior Program Offerings

We are currently offering single classes for students starting at age 3. These classes are offered seven days a week and at an affordable a la carte price. There is no minimum or maximum amount of classes a week required to register.

<u>Red Ball Ages 3 & 4</u>
This class is the ideal entry point for future tennis stars to fall in love with the game. We provide a warm, inviting atmosphere so that our youngest students can gain a positive association with the tennis court. In this structured setting, children will learn basic hand-eye coordination and body control through a combination of games. Education and enjoyment take top priority.

<u>Beginner Red Ball (Beginner youth ages 5-8)</u>
The ideal introduction for students to begin their tennis education. In this program, students will learn basic athletic skills — spatial awareness, coordination, balance, etc.

Students will learn to follow a bouncing ball to a controlled movement with their racquet. Introductory rallying will begin and students will begin to lead their own competitive scenarios. Students will learn which side of their body uses one hand and which side of their body uses two hands.

Intermediate Red Ball (Intermediate youth ages 5-8)

For the student with increased coordination and racquet control with the ability to semi-consistently get the ball over the net. Displays familiarity with tennis terminology, scoring, and etiquette. Increasing play time as students begin to develop the ability to serve, return, and work towards holding a rally.

Advanced Red Ball (Advanced youth ages 7-8)

Students who are rallying back and forth, scoring, learning serves and ball placement. This class is for the player that has graduated from RippnerRed and is on their way to Orange Ball. Rallying will remain a large part of the class focus with over-the-net scenarios comprising the majority of play time. Students will develop the use of overhand serves and the understanding of deuce and ad sides of the court. Students excelling at overhand serving and rallying will be invited to participate in match play sessions and encouraged to enter their first tournaments.

Intro to Tennis 1 (Beginner youth ages 9-11)

For students aged 9-11 new to the sport or with minimal experience. They will learn the fundamentals and techniques for a lifelong foundation. We will teach them the basic fundamentals of grips, groundstrokes, volleys, serves and footwork. This will all be coach fed since these students are not yet rally-ready.

Advanced Intro to Tennis 1 (Beginner youth level 2 ages 9-11)

For students aged 9-11 with minimal tennis experience who have completed 4-8 classes of Intro to Tennis. These players are ready to attempt rallying though they are not completely rally-ready yet. They know the basics of forehands, backhands, volleys and serves. They understand basic tennis terminology.

Intermediate Orange Ball (Intermediate youth ages 9-11)

For students who have achieved the general competencies of Red Ball or Advanced Beginner (rallying, reactions on both sides of their body, overhand serve, and strategy). Able to keep a rally going and can successfully serve about half of their attempts. Students already know vocabulary such as, rally, forehand, backhand, serve, return, volley, deuce, ad, let, and ready position. In this class, students will build on basic fundamentals by continuing their technical development using spin and body turn. Students will learn to use

court dimensions (height, width, and depth). Students in this class may have already started competitive play.

Advanced Green Ball (Advanced youth ages 9-11)
Designed for tournament players that have a grasp of all strokes and are seasoned competitors. These players are learning to improve their understanding of optimal training practices, competition preparation, mental toughness, strategy and fine-tuning technique. Students in this group compete a minimum of 4 times per year, take at least one private lesson per month, attend match play sessions and train several times per week.

Intro to Tennis to Tennis 2 (Beginner youth ages 12-15)
For students aged 12+ new to the sport or with minimal experience. They will learn the fundamentals and techniques for a lifelong foundation. We will teach them the basic fundamentals of grips, groundstrokes, volleys, serves and footwork. This will all be coach-fed since these students are not yet rally-ready.

Advanced Intro to Tennis to Tennis 2 (Beginner youth Level 2 ages 12-15)
Once your 12-15 year old has become familiar with the basic fundamentals and techniques of the sport and are starting to become competent in their rally skills (they can rally several times back and forth with a partner), serving technique and serving execution, and ball placement they are ready to promote into Advanced Intro to Tennis 2.

Competitive Development (Intermediate youth ages 12-15)
For students that have a grasp of all strokes and game play. When rallying they are able to rally more than 3 shots about 50% of the time. They are able to serve and are able to get their serve in play about 25% of their attempts. These players are learning to improve their situational play and are either in the beginning stages of their competitive play or have yet to enter their first competition.

Advanced Competitive Development (Advanced youth ages 12-15)
Designed for tournament players that have a grasp of all strokes and are seasoned competitors. These players are learning to improve their understanding of optimal training practices, competition preparation, mental toughness, strategy and fine-tuning technique. Students in this group regularly compete in tournaments and match play.

Match Play, Leagues, and Tournaments
We offer match play, leagues, and tournaments that are designed to give our students experience to prepare them for competitive play. Players learn to keep score, make calls,

and implement strategy during a match under the oversight of our coaches. We offer three divisions based on age and playing level: orange ball, green ball, and yellow ball.

Camps

Our elite coaching team combines training, instruction and fun for kids ages 5 and older during the summer and all major holidays. Students in this program will improve their fundamentals, athletic skills and tennis knowledge from experienced instructors. Our camps also include non tennis games and activities as well, as we believe in developing the whole athlete while providing plenty of enjoyment and play.

Parents Night Out

For Parents Night Out our customers who are parents get to enjoy an evening out! This is a 2-3 hour evening event, so it is a perfect opportunity for parents to drop off their child and enjoy a date night. The little ones spend the evening with us learning the fundamentals of tennis or sharpen up on the skills they already have! Our coaches and counselors run drills and play tennis games, followed by pizza and a rated G movie. This is an ideal setting for beginner, intermediate and advanced players ages 5-12, to practice their tennis skills and socialize with other tennis students in a friendly and social environment!

|ii| Adult Programs

Adult Programming Overview

RippnerTennis provides a full-service experience for the adult members of our community. The adult program offers a welcoming and nurturing environment for players nascent in their experience with the sport of tennis as well as rigorous training for highly competitive players. Like our junior offerings, we take pride in our ability to provide a complete education. That is to say, RippnerTennis helps beginners and intermediate players with skill acquisition and also leads our students through the USTA competitive pathway. Our adult program truly functions as a holistic approach to instruction.

We offer around 200 classes per week for our adult customers, including beginner, advanced beginner, 3.0, 3.5, 4.0, 4.5, and 5.0 clinics. For customers looking for individual instruction, we offer private lessons during non-prime time hours in order to maximize court usage. In addition to our extensive instruction offerings, we offer a home for many USTA, Austin Women's Tennis Association (AWTA) and Austin Tennis League (ATL) teams. Throughout the week and through the weekend, our courts are bustling with adult players testing their skills against their peers. The team environment allows the adult members of our community to experience unparalleled comradery and prove their might in stressful, character-building situations. At RippnerTennis, we enjoy seeing our players achieve new levels of personal growth and constant improvement. Furthermore, in the vein of community-building, we also offer adult mixers that allow our players to participate in casual competition and commune over food and drink. One of our skilled teaching professionals facilitates these events and designs an entertaining, festive program for participants.

Adult Program Offerings

<u>Beginner</u>
Our Adult Beginner Classes are for those new to tennis with little to no tennis experience. Our coaches will show you the basics regardless of your fitness level and sports background. We focus on making our players feel comfortable while learning essential tennis terminology, stroke fundamentals, and show them how to keep the ball in play in a cooperative atmosphere.

Advanced Beginner

Our Advanced Beginner clinics are ideal for players that haven't been on the court for awhile, but already know the basics and fundamentals. This is the perfect restart for those with limited experience or those looking to get a refresher on the basics, without being too remedial. Participants are able to serve the ball with some level of success and more consistently keep a rally going, working towards match play.

Adult Intermediate (levels 3.0-4.0)

Our Adult Intermediate clinics are designed for players that have a grasp of all strokes and are looking to improve their understanding of optimal training practices, competition preparation, mental toughness, strategy and fine-tuning technique. Singles and doubles point simulation are a significant part of these classes, so it caters to customers that are fluent in tennis terminology, confident in their understanding of strategy, scoring, etiquette, and are rally ready.

Adult Advanced (levels 4.5-5.0)

Our Adult Advanced clinics focus on singles and doubles competitive point simulation. Designed for the players who are looking to improve their match play and take their strategic skills to the next level to help win that important league, tournament, or ladder match. 4.5-5.0 level classes are restricted to those who have put in serious training and competitive hours on court. We ensure that our coaches enforce level requirements for participants in Advanced Classes.

Private Lessons and Groups

Private lessons are a way to allow students to reserve a teaching professional for one-on-one or private group instruction. Private lessons help players learn sound mechanics and fine-tune skills with undivided attention from staff. We seek to meet the demand of all private lesson requests whenever available, with a focus on filling non-prime time court hours. We want to create an environment that meets the needs of many instead of a select few.

Socials and Mixers

Our Socials allow customers to enjoy tennis in a more laid-back social environment. This is the perfect setting to not only get some match play in, but also socialize and network with other tennis players in the RippnerTennis community.

|iii| Pro Shop Services and Fees

RippnerTennis continues to upgrade and add to the existing services we provide our customers. Along with a wide range of opportunities to play the sport, RippnerTennis is also the place to receive essential services related to the tennis experience. We offer over 35 different racquet options for purchase, top quality apparel for the court, racquet fittings and stringing, and ball machine rentals. We boast knowledgeable and certified staff to answer all merchandising and gear maintenance questions.

Racquets Sales, Demos, and Equipment Customization

RippnerTennis boasts a large selection of racquets for any age, skill level, or gender. We currently stock 35 racquets handpicked by our staff. We do our best to keep prices competitive with online and big box sporting goods retailers and attempt to match prices when possible. The Pro Shop also offers big discounts for last season's overstock and retired demo racquets in our bargain bin.

Not all racquets are made equal. Even two racquets of the same model from a manufacturer can have different weights and balances. For an affordable per-racquet fee, a certified technician at RippnerTennis will use our customization machine to match a client's two racquets for weight, balance, and swing weight. Our staff will re-grip a client's tennis racquet for free when the grips are purchased at the Pro Shop. For an affordable per racquet price, we can also build up the grip, with an average turnaround time of 2-4 days.

Our Pro Shop also offers restringing service performed by in-house certified specialists. We offer an express 48-hour turnaround as well as a standard five day turnaround at affordable prices. We stock over 15 types of strings, including best sellers from Prince, Babalot, and Wilson. RippnerTennis boasts the residence of Mark Norris, a certified Master Racquet Technician. Mark is a foremost expert in racquet equipment, stringing, and modification. We are fortunate to employ his services, and our customers offer glowing reviews of his product.

At RippnerTennis, we recommend test driving multiple racquets before purchasing. We provide demo racquets free of charge with our lessons and clinics. For those renting courts, we offer a demo service where customers can test out a new racquet for a nominal daily fee.

Ball Machine Rentals

RippnerTennis is one of the few tennis centers in Austin to provide ball machines for rental from the Pro Shop. At an affordable per hour rate, our clients can use a top-of-the-line Playmate ball machine on the courts. In addition, we recently purchased a Playmate commercial Lift ball machine that can serve tennis balls of any serve-type at up to 120 miles an hour. This service allows users to control the timing, speed, spin, and location of the ball and helps users develop a consistent and technical swing. The repetition of the ball machine is great for working on mechanics and can really help clients perfect a certain type of shot.

Other Merchandise

Aside from racquets and accessories, our Pro Shop also stocks performance apparel, food, and beverages. Our other apparel options include wristbands, headbands, hats, and visors. Our Pro Shop is stocked with great healthy snacks and drinks to ensure our clients and students have the energy to compete and have fun out on the courts. We carry snack options like nuts, trail mixes, dried fruit, fig bars, and granola from companies including Kashi, CLIF bar, Kind, and Nature's Valley. Our staff also counsel our clients and juniors on proper nutrition to further strengthen the health of our tennis community.

|iv| Customer Service

Employee Guide to Customer Service

1. Attitude counts; maintain a positive one.
    a. We are in the business to serve customers and can only truly do that if we truly care.
    b. We show that we care with a positive attitude, a smile, and a "can I help you with that?" approach.
    c. Never forget that the customer provides us with the opportunity to earn income to live.
2. Listen with purpose; be a good listener.
    a. Take time to identify what the customer needs by asking the right questions based on what they are actually saying.
    b. Listen for more than words; notice tone of voice, body language, and try to get a sense of how the customer feels.
    c. Beware of making assumptions and thinking you know more of what the customer wants than they do.
3. No multitasking and no smart phones.
    a. Effective listening, undivided attention, and maintaining a positive attitude are particularly important in the customer service industry where there are many distractions that can preoccupy your attention.
    b. Look around and see what things can be done without a supervisor asking you. Stay focused on one task until it is completed.
    c. When a customer is present, their needs always supersede your task at hand. No multi-tasking or smart phone use should ever make a customer wait.
    d. The customer in front of you comes first. If a call comes in, put the caller on hold with a pleasant demeanor and complete the service of the customer in the Pro Shop.
4. Anticipation and appreciation.
    a. Anticipating a customer's needs gives them a sense of good feeling that you are providing a solution to the problem. It is all about their experience; get to know them and ask questions about their game.
    b. Feeling appreciated is the foundation of a customer's loyalty. Treat them as individuals, always use their first name, and find ways to engage them.
    c. Customers value sincerity and are very sensitive about whether you really care about them. Thank them every chance you get. Treat them like you would want to be treated.

    d. The customer needs to know why. Customers feel appreciated when helped with understanding the interworking of our systems. Not just what but why!
    e. If a customer is misinformed or has misinterpreted one of our policies it can lead to confusion, impatience and anger. Take time to listen and politely explain how to prevent the issue they are having from re-occurring again.
5. Give more than expected.
    a. The future of our well-being lies in keeping the customers happy. Think of ways to leave a positive impression with every customer that walks through the door.
    b. Consider what we provide that they cannot get anywhere else.
    c. What can we do to thank customers even when they pay a court fee and purchase nothing else?
    d. Provide the customer with the unexpected, and see how they respond the next time you see them.
6. Communication.
    a. The power of "YES!" Always look for ways to help our customers within the guidelines of our policy.
    b. Make doing business easy. Always follow through even if it is as simple as taking a note and having someone with more knowledge follow up for more consultation.
    c. Presentation matters. Make sure your body language conveys sincerity. Your words and actions should be consistent.
    d. Crossed arms and lack of eye contact tell your customers that you are not interested and that they are not welcome.
    e. Smile. Look them in the eye, and keep your posture welcoming and positive.
    f. Know how to apologize when something goes wrong. It is easy and customers really appreciate it. Customers may not always be right, but they always come first.
    g. Deal with problems straight away, and let the customer know you have taken action. Make it straightforward and simple for the customer to lodge a complaint. Go out of your way to make them feel comfortable.
7. Encourage customer feedback.
    a. We need and value feedback. Listen carefully to what they say.
    b. We must invite constructive criticism and comments, so we know where to improve.
    c. Check back regularly with a customer to see how things are going and if the changes we made have been effective.

Customer Complaint Resolution Procedure

RippnerTennis promises to address and resolve any customer complaints, concerns, and inquiries as quickly and considerately as possible. All staff members, regardless of job title or responsibilities, are trained to offer assistance and services to all customers in a fair, equitable, and consistent manner during the performance of their jobs.

1. Whenever possible, staff will respond to initial customer complaints within 24 hours of receipt. It is the policy of RippnerTennis to attempt to resolve all customer complaints at the time of submission if possible.
2. Front desk staff are responsible for receiving, reviewing, and resolving all minor customer complaints in a timely and fair manner. Staff shall thank the customer for the submission and attempt to immediately resolve the problem.
3. If the front desk staff are unable to resolve a customer complaint, they will provide the complaint to the business manager or the customer experience manager, who will address the issue personally.
4. If a situation arises in which a complaint cannot be satisfactorily resolved by the business manager or senior management, we will mediate with the contract manager as needed.

Guidelines for Initially Handling Customer Complaints

RippnerTennis views customer complaints as an opportunity to improve our facilities, management, daily interactions with customers, and future programs. We continually strive to improve service to our customers and stress the importance of the exceptional service expectations from our employees through annual training, periodic performance reviews, and customer comments.

According to RippnerTennis policy, minor complaints are resolved by front desk staff. If the front desk staff are unable to resolve the complaint quickly, the customer's concerns are promptly placed in the hands of our business manager.

The following are guidelines on how front desk are trained to handle customer complaints:

1. Thank the customer, and set the right tone with a smile. Make eye contact. Keep your body language positive and attentive. Show that the complaint is welcomed.
2. Tell the customer that you appreciate being informed of the issue. Let them know that you see this as an opportunity to fix a problem.
3. Apologize as soon as you understand the nature of the problem. Don't apologize beforehand; this can appear insincere. Be aware that, while you may have no

personal responsibility for the problem, you are accepting responsibility on behalf of RippnerTennis.

4. Assure the customer that RippnerTennis is committed to resolving the problem to the customer's satisfaction, whenever possible.
5. Use the Customer Complaint Form as a guide to ask for at least the minimum amount of information needed to solve the problem. Write this information down, if needed, so the customer is not forced to repeat themselves. If possible, identify what result the customer will find acceptable.
6. Take immediate action. Speedy resolution of the problem is one of the best ways to retain customers.
7. After you reach a resolution, check with the customer to ensure satisfaction. Perform a follow-up call on the telephone if needed.
8. Inform the business manager immediately of ALL customer complaints.

|C| Business Plan

RippnerTennis is proud to have served as the managing organization of the Williamson County Tennis Center over the past 5 years as well as the managing organization of the South Austin Tennis Center over the last 15 years. Our roots run deep in the community, and we continue to find new and innovative ways to serve the community and its residents.

During our management, we have substantially increased opportunities for clients of all skill levels and created one of the largest offerings of any public tennis center. As our management team continues to refine our programming, we plan to add additional offering to match any and all demand. The added revenues from program growth and special events expansion should permit RippnerTennis to continue providing top-notch customer service and programming.

|i| Financial Strength and Start-Up Costs

Since we are already the manager at the Williamson County Tennis Center, we would incur no start-up costs nor is there any need for a transition plan. We plan to continue to provide the same great service and programs that have made RippnerTennis a tennis leader in Central Texas.

With established locations and long-term management vision, RippnerTennis carries no major debts or obligations. We have cash on hand and substantial cash flow from our existing operations for programming improvements, promotional and marketing events, and continued hiring for growth. We are able to provide further financial information to Williamson County on request, and we ask that such information remain proprietary and private.

Through steady growth in our junior programming and new and exciting offerings for our adults, RippnerTennis expects increased revenues over the 5 years of a new contract with Williamson County. Increased attendance will correspond with an increased need for the various services offered by our Pro Shop, including new apparel, racquets, accessories, re-stringing, and concessions. Many of our staff rely upon their position at RippnerTennis to support their families, so it is of the highest importance that we continue to grow and represent the community.

|ii| Five-Year Business Plan

RippnerTennis' 5-year budget projections are based upon Williamson County's current court fee schedule, 15 years of tennis center management experience, 5 years of program management at the Williamson County Tennis Center, and demand on our services from the residents of the community.

	Year 1	Year 2	Year 3	Year 4	Year 5
Revenue	$360,000.00	$396,000.00	$435,600.00	$479,160.00	$527,076.00
Court Fees	$25,000.00	$27,500.00	$30,250.00	$33,275.00	$36,602.50
Credit Card Fees	$18,747.60	$20,622.36	$22,684.60	$24,953.06	$27,448.36
Payroll	$235,680.00	$247,464.00	$272,210.40	$299,431.44	$329,374.58
Supplies	$50,513.50	$55,564.85	$61,121.34	$67,233.47	$73,956.82
Software Costs	$21,120.00	$21,120.00	$21,120.00	$21,120.00	$21,120.00
Insurance Costs	$7,800.00	$8,190.00	$9,009.00	$9,909.90	$10,900.89
Taxes	$2,500.00	$2,625.00	$2,756.25	$2,894.06	$3,038.77
Net	-$1,361.10	$12,913.79	$16,448.42	$20,343.07	$24,634.08

|iii| Revenue Sharing Proposal

RippnerTennis proposes to keep $1,000 per month of court fees, and send the remaining court fees to Williamson County. We further propose to split court fees at 50% for any amount above $25,000 per year. RippnerTennis keeps all revenue related to tennis instruction, services, and concessions.

Revenue-Sharing PROPOSAL

THIS FORM MUST BE COMPLETED, SIGNED, AND RETURNED WITH PROPOSAL

The undersigned Respondent, having become familiar with this RFP agrees to remit revenues to Williamson County Parks Department in accordance with this RFP.

Please include details for all revenue-sharing models offered on Proposal

- Performance guarantee
  - Reduction of percentage paid based on actual revenue generated and revenue projection

    Numerical amount_____ written amount_____

- Percentage of yearly revenue
  - Percentage on revenue generated

    Numerical amount 50% written amount fifty percent above $25,000 per year

- Flat service fee
  - One-time yearly fee not dependent on revenue generated

    Numerical amount $12,000 written amount one thousand per month withheld from court fees

The undersigned hereby certifies that he or she has read the terms of this RFP and understands that Williamson County reserves the right to waive any informality in or to reject any or all proposals.

Respondent Name: Brie Rippner

Address: 2400 Sutherland Street, Austin, TX 78746

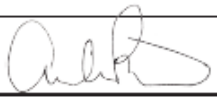
Telephone: (512)466-1044 Fax: _____

Contact Name (please print): Brie Rippner

Authorized Signature: 

Title or Representative Capacity of Signer: _____

State of Incorporation/Organization or Primary Place of Business: Texas

Company Name:	RippnerTennis
Authorized Signature:	
Title:	President

|iv| Proposed Changes to RFP

1) RippnerTennis notes that the Revenue Sharing Proposal Form above uses the term "revenue" in various places. RipperTennis proposes to modify the term or the interpretation of that term to refer to "court fees", which do not include revenue related to tennis instruction, services, and concessions.

2) Modification of "Scope of Services" section b: "Be allowed to use the equivalent of four (4) of the eight (8) tennis courts for programming, lessons, clinics, ~~leagues,~~ camps, and limited concessions as approved by the County". We note that tennis leagues are generally considered part of public use, and therefore we believe they should be allocated to all 8 courts or the 4 public courts rather than those courts allocated for RippnerTennis services.

|D| Management Experience and Personnel

RippnerTennis is an Austin-based, female owned and operated tennis management company with over 15 years of experience managing tennis centers in the Austin area, including serving as the 'Pro Manager' of the South Austin Tennis Center (SATC) since 2007 and Williamson County (WilCo) since 2017. RippnerTennis was founded by Brie Rippner after retiring from her professional tennis career where she reached the ranks of #57 in Women's Singles and #92 in Women's Doubles. Brie started RippnerTennis to create grassroots tennis centers to make tennis fun for people of all ages and backgrounds.

To that end, RippnerTennis already provides the widest, most available tennis programming in the greater Austin area. Our elite coaching staff is unparalleled in their expertise, allowing us to reach all ages and levels, from players who have never picked up a racquet looking for exercise and health to experienced athletes looking to improve their skills. Over the last 15 years, we have created a fun, professional tennis experience that has built a large loyal community. We have consistently expanded our offerings in response to the demand and requests of our players, built from beginners and intermediate players consistently improving their tennis abilities. As a result, we now offer 200 adult clinics and over 100 junior clinics per week at an affordable, a la carte price. These clinics are available year round morning and evening, 7 days a week with an adaptable schedule that meets the demands of the community. Depending on the month, we provide tennis instruction for 3,000 to 5,000 people.

Thus, we have extensive experience managing and operating tennis centers in the greater Austin area.

Personnel

Aubrie Rippner, Director of Tennis and founder of RippnerTennis, acts as the authorized negotiator and direct liaison to the Contract Manager for the Williamson County Parks and Recreation Department. Mrs. Rippner reports to the Contract Manager any necessary repairs to the Williamson County Tennis facilities as well as provides all necessary financial and tax documents under the facility management agreement. As the Director of Tennis, Mrs. Rippner oversees the professional tennis staff, quality of programming, and instruction. She collaborates with the rest of management as well as the coaches on programming policy decisions.

Natalia Norris is the General Manager. She is responsible for staff training, enforcing policies and procedures, and upholding the standard of practice expected for customer satisfaction and business organization. Ms. Norris supervises employee schedules and performance. She also manages the court reservation system and the Pro Shop inventory.

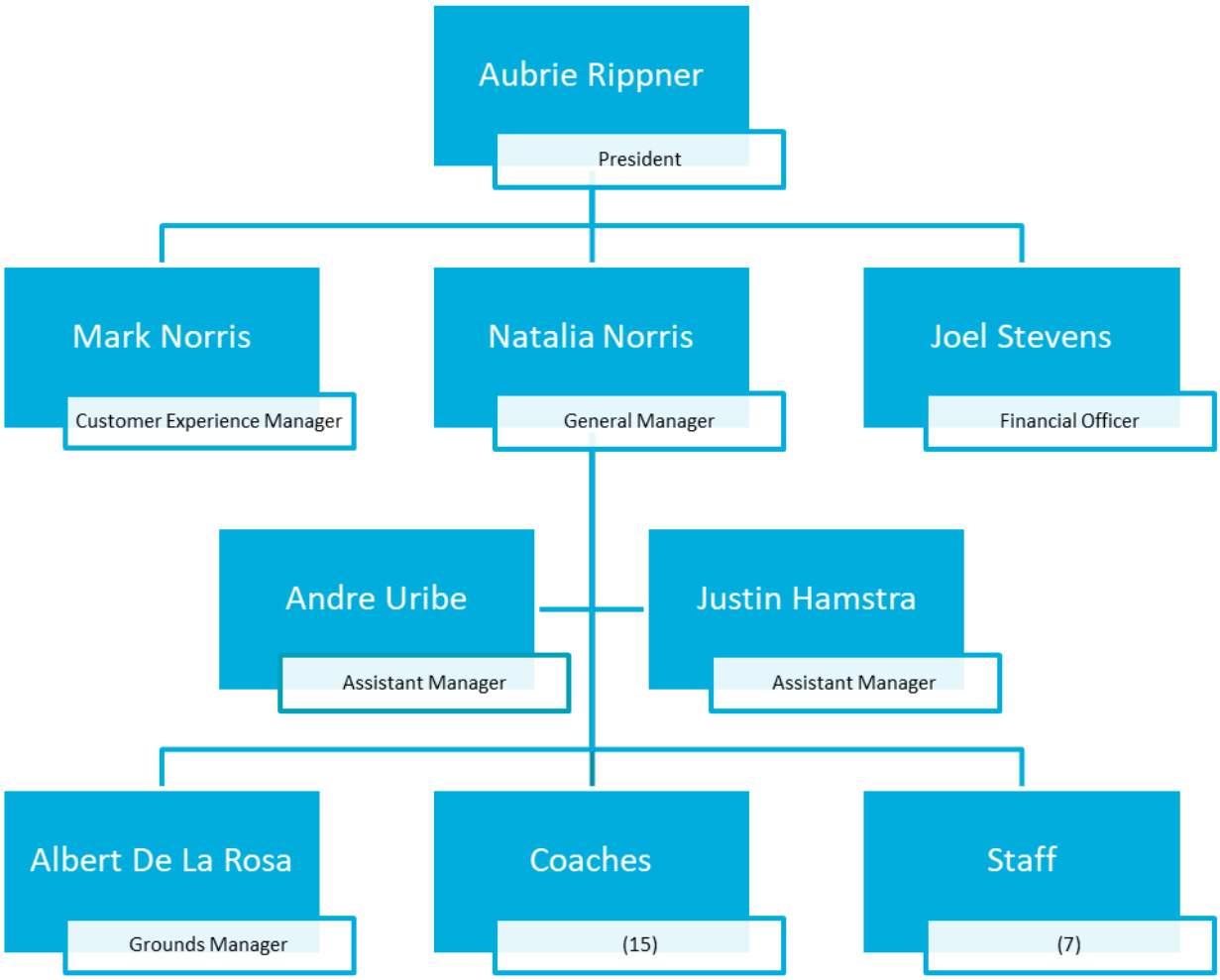
Mark Norris is the Customer Experience manager who works directly with Mrs. Rippner. He and Mrs. Rippner will solve difficult or out of the ordinary customer service issues per the guidelines found in this proposal.

Justin Hamstra is the assistant manager, who, in conjunction with Mrs. Rippner, Ms. Norris, and other staff, oversees operation and maintenance at the Williamson County Tennis Center.

Albert de la Rosa is our assistant manager in charge of maintenance and upkeep of the grounds.

Our other managers and staff assist Ms. Norris with implementing policies, performing maintenance and improvement, staff training, events, and other activities.

Organization Chart



Aubrie Rippner

2400 Sutherland Street Austin 78746

(512) 466-1044 | b@rippnertennis.com

SUMMARY OF QUALIFICATIONS

- Pro Manager at South Austin Tennis Center March, 2007 to present
- Assistant Teaching Professional at Caswell Tennis Center for 3 years
- Professional player in 14 main draw Grand Slams
- Expertise in both private and group lessons for all age groups

PROFESSIONAL EXPERIENCE

- Following retirement from the WTA Tour, has been teaching tennis to all age levels and ability levels in the Austin community.
- Has successfully established an extensive waiting list of prospective students due to effectiveness of teaching.
- Responsible for developing comprehensive juniors' programs.
- Manages scheduling of all of South Austin Tennis Center clinics, classes, and private lessons.
- Develops in-depth technique training for students.
- Manages and oversees all staff members and independent contractors.
- Manages accounting, financials, bookkeeping, payroll, recordkeeping, licensing/compliance, and filing.

ACCOMPLISHMENTS

- One of 32 players to reach the 3rd round at the Wimbledon Championships in 2000
- Finalist in the Wimbledon Junior Championships
- 3 years on Junior USTA National Team
- Earned a Top 10 world ranking in Juniors
- Career high singles ranking of #57 in the world on the Women's Tennis Association World Tour
- Has studied under world renowned coaches Stan Smith, Rick Macci, and Nick Bollietieri
- Junior National Champion
- Competed in 14 singles main draw Grand Slams around the world
- Was named 2000 Circuit player of the Year along with Austin resident Andy Roddick
- Doubles victory over Martina Navritolova
- Has competed against the world's top Professional Womens Tennis Players: Venus & Serena Williams, Martina Hingis, Monica Seles, Mary Pierce, Jennifer Capriati, Amelie Mauresmo, Anna Kournikova, Jana Novotna, Chanda Rubin, Maria Sharipova, Justine Henin

AWARDS AND MEMBERSHIPS

- 1996 USTA Sportsmanship of Year Award Winner
- 1995 Maureen Connolly Brinker Outstanding Girl Player of the Year Award
- YES! (Youth for Environmental Sanity), an organization of youth in positions of influence and leadership involved in improving the community and environment

NATALIA NORRIS

512-217-5718
natalia@
rippnertennis.com

4801 West Gate Blvd
Austin, TX
78745

Skills Profile

- Excellent oral and written communication skills
- Extremely reliable and competent to complete and implement new systems
- Excels in team-oriented settings
- Exceptional time management with multi-tasking abilities
- Capable of quick problem-solving in time-sensitive situations
- Outstanding interpersonal skills
- Able to successfully coordinate planned activities for various age groups
- Intermediate Spanish skills

Experience

General Manager, RippnerTennis - May 2020-Current

- Managed and oversaw over 40+ employees in all different levels of the business
- Conducted interviews during the hiring process for all position levels and implemented training schedules and manuals
- Managing day to day operations of multiple facilities
- Created, edited, and revised weekly employee schedules to accommodate for schedule changes, requests off, etc.
- Swiftly and proficiently solved emergency issues for employees and customers alike
- Adapted easily to perform multiple management and employee roles to fill in where needed

MASCOT Counselor, Mills Elementary School - January 2019- May 2020

- Leading large groups of elementary aged children through planned activities
- Communicating with parents regarding child's development and behavior skills
- Providing social and educational guidance for children in the program
- Securing positive well-being for all students under counselors care

Server, Tacos And Tequila — May 2015 to Present

- Greeting and interacting with guest when they enter
- Understanding and receiving guest's concerns and needs
- Providing excellent customer service
- Communicating and working as a team

Probation Officer Intern, Travis County Juvenile Probation Department; Austin, TX — August to December 2016

- Conducting curfew calls
- Attending placement meetings to make sure case plans are being followed
- Writing meeting reports and organizing juvenile portfolios
- Keeping case plans updated
- Attending court hearings

Maketing Representative, Lexbe LC; Austin, TX — December 2012 - August 2014

- Extract marketing data from websites and prepare client list
- Research companies market-shares
- Writing monthly client letters about teams progress

Education

St. Edwards University, Austin, TX — Bachelor of Arts in Psychology 2018
Queen Margaret University, Edinburgh, Scotland January to May 2017

Activities

- Residential Planning Board for Basil Moreau Hall, Vice President
- Women's Club Soccer
- Social Chair, Women's Soccer Club
- Hilltop Mentors, Mentor
- Psychology Society, Intern

References

Upon Request

TIMOTHY MARK NORRIS

Experience

Management, Rippner Tennis LLC — 2019-Present
Manage customer experience, tennis pro training and performance, pro shop management, Manage Club Automation software and supervise Rippner Management team.

Partner, Central Insurance Agency — 2006-Present
Insurance agent and Partner/Board Member, Manage insurance book of business, corporate finances, and company relationships. B2B sales and management of owned insurance accounts and loss control for my book of business. Supervise customer service support staff.

Agent, The Insurance Center — 1993-2006
Manage insurance book of business, corporate finances, and company relationships. B2B sales and management of owned insurance accounts and loss control for my book of business. Supervise customer service support staff

Litigation Manager/Sales, Service Lloyds Insurance — 1989-1993
Handle insurance renewals from existing accounts for all January 1st renewals in Central Texas, Manage all Workers Compensation claims that were involved in litigation by working with the attorneys and in house adjusters.

Education

Missouri Southern State University — Business Administration 1985

Skills

Problem Solving, Adaptability, Time Management, Critical Thinking, Analytical Thinking, Working to Deadlines

Justin Hamstra

Austin, TX 78723 | 407-454-4210 | justinhamstra@gmail.com

Education

- University of Florida, GPA 3.8
- Bachelor's of Science in Journalism
- Minor in Business Administration
- Dean's List
- Academic Honor Society
- President, Student Honor Code Administration
- Treasurer, Society of Professional Journalists

Experience

• Event Coordinator, Rippner Tennis, Austin TX — Jan. 2022 - Present
Organize and assist with managing company event operations
Outreach & marketing
Customer intake and general client communications

• Distribution Coordinator, Amazon, Austin, TX — May 2021 - Jan. 2022
Stow inventory
Operate carts, dollies; move merchandise
Cross-trained in inbound and outbound departments

• Account Executive, Indeed, Austin, TX, — Oct. 2019 - May 2021
Develop relationships with over 300 clients
Closed an average of 5 sales per day
Exceeded revenue-generating goals by over 25%

• Store Manager, Apple, Nashville, TN — Sep. 2017 - Oct. 2019
Led SW region in sales and retainment metrics
Build schedule, staff and train team
Outreach & marketing

Andre C. Uribe

Austin, TX | (915) 240-9936 | andreu4816@gmail.com

PROFILE

- Effective communicator who relates well to diverse groups of people at all levels within an organization.
- Analytical problem solver with managerial experience that can quickly adapt to changing circumstances.

EDUCATION

St. Edward's University, Austin, TX
Bachelor of Business Administration in Finance December 2017

EXPERIENCE

Office/Research Assistant | **St. Edward's University Department of Social Work** Fall 2014- Fall 2017
- Facilitated communications between professors and students while managing interdepartmental relations.
- In charge of creation, management, distribution, and collection of documents required to maintain department accreditation.

Checker | **HEB** 2017-2018 • Provided quality customer service to a diverse range of customers.
- Facilitated final purchases on register with constant customer satisfaction.
- Operated point of sale equipment and multiple forms of electronic payment.

Service Lead | **HEB** 2018-2019 • Managed the front end, tended to the needs of both partners and customers.
- Exuded a friendly, patient, and professional attitude while demonstrating a high level of efficiency.
- Trained and coached partners for register

Business Center Lead & Bookkeeper | **HEB** 2019-2021 • Processes returns, refunds, and exchanges in compliance with HEB policy.
- Western Union agent, transferring and processing large cash transactions in compliance with MSB regulations.
- Manage trainings and documents to maintain MSB compliance for all partners and other clerical duties for the department.
- Schedule writer for department of 10-15 partners in Business Center and Bookkeeping.
- De-escalation specialist finding compromises to maintain constant customer satisfaction.
- Maintain all tills for Central Checkout, performing cash pickups, till flips, and audits as necessary, creating and submitting nightly cash and check deposits for the store.
- Maintained A+ Scores on all department audits.

Assistant General Manager | **RippnerTennis** 2021-Present
- Collection and organization of employment documents for a team of 40+ instructors and shop staff
- Hiring, training, and scheduling of the front desk staff team for north and south locations.
- Generate financial reports, pay out court fees for each respective location, check and run payroll on a bi-monthly basis, process and keep record of all deposits.
- Manage all communications, scheduling, invoice creation, and payment collection for all outside leagues using our facilities

Alberto De la Rosa

2503 East Oltorf St Apt 1814◆ Austin, Texas 78741 ◆ (512)787-9271◆
aether93.adlr@gmail.com

Profile

Motivated, personable business professional with a 14-year track record of profitable c-store management. Diplomatic and tactful with professionals and non-professionals at all levels. Accustomed to handling sensitive, confidential records. Demonstrated history of producing accurate, timely reports meeting stringent labor/budget hour ratios and gross profit sales margin increase.

Flexible and versatile - able to maintain a sense of humor under pressure. Poised and competent with demonstrated ability to easily transcend cultural differences. Thrive in deadline-driven environments. Excellent team-building skills.

Skills Summary

- Report Preparation
- Written Correspondence
- General Office Skills
- Customer Service
- Scheduling
- Marketing & Sales
- Accounting/Bookkeeping
- Front-Office Operations

Professional Experience

COMMUNICATION: REPORTS/PRESENTATIONS

- Prepare reports for operations and audit department, ensuring full compliance with company requirements and tight deadlines.
- Deliver classes for educating employees on store operations, safety and sanitation.
- Conduct small-group coaching sessions for employees to increase and refresh operating standards.
- Communicate with employees on monthly sales goals and plus selling best practices.

CUSTOMER SERVICE/PROBLEM SOLVING

- Oversee front desk operations and provide impeccable customer service:
- Develop and implement strategic plan for product rotation.

DETAIL MASTERY & ORGANIZATION

- Manage all aspects of day-to-day Front desk operations as Manager
- Finances: accounts payable/receivable, invoicing, budgeting.
- Compliance with all fire and health code requirements.

Employment History

SAC N PAC, INC - 704 E Hopkins, San Marcos, TX 78666
General Manager – September 2001 to June 2016.

GUCKENHEIMER INC.- University Park- Cactus Café, Austin, TX 78753
Cook - August 2016 to 2017.

Sentene Café, 5900 E Ben White, Austin, TX
Cook- November 2017 to December 2019

RIPPNER TENNIS, INC. – 1000 Cumberland Rd, Austin, TX 78741
Front desk clerk- November 2019 to January 2022.
Front Desk Manager- January 2022 to present.

Computer Skills

- Microsoft Word
- Microsoft Excel
- Microsoft PowerPoint
- Microsoft Outlook
- Enterprise
- RMS

Education

Martin High School- Laredo, TX 1989 to 1993. High School Diploma.
University of Texas, Austin, TX 1993 to 1995. Studied Computer Science.
Laredo Community College, Laredo, TX 1995 to 1997. Studied Computer Science.
Southwest Texas State, San Marcos, TX 1997 to 2000. Studied Music Education.
Le Cordon Bleu in Austin, Austin, TX 2015 to 2017. Graduated Culinary Arts Associate Degree.

2503 East Oltorf St Apt 1814 ◆ Austin, Texas 78741 ◆ (512)787-9271 ◆ aether93.adlr@gmail.com

|E|Professional and Community Relationships

RippnerTennis has extensive professional and community relationships in the greater Austin area. We have ongoing relationships with most major tennis suppliers, including Head, Penn, Diadem, Wilson, Yonex, Babolat, Technifibre, and Playmate, among others. We have a long-term contract with Club Automation to provide our reservation software. We also utilize local businesses for other services, including Central Insurance Agency for our insurance needs, Workhorse creative agency for our website and marketing activities, and Bat City for our printing and merchandise needs.

We have myriad relationships with communities that request our tennis services in the greater Austin area, including Eanes I.S.D., School for the Deaf, Avery Ranch neighborhood association, Oak Brook neighborhood association, and others.

We have further relationships with various tennis associations, such as Capital Area Tennis Association (CATA), Austin Tennis League (ATL), Women's Team Tennis of Austin (WTTA), Austin Women's Tennis Association (AWTA), Round Rock Tennis Association (RRTA).

We also have a large network of tennis professionals that have worked or trained with us over the last 15 years, not just those currently employed. We further engage with local colleges and tennis coaches to hire up and coming tennis professionals, including St. Edward's University, University of Texas, Concordia, Vista Ridge, Westwood, Vandergrift, and Rouse.

Some sample references and recommendations are provided below:

Katrina M. Adams
KMA Inc.

To Whom it May Concern:

I have had the pleasure of knowing Brie Rippner for nearly 20 years and during theses years of our acquaintance, I observed her to conduct herself in the upmost professional manner as she rose from a US Junior National Champion to a world class highly ranked tennis player on the Women's Tennis Association Tour. Brie's 1996 USTA National Junior Sportsmanship award attests to her personal characteristics.

Brie has used that competitive experience and applied it to her life and career, resulting in a well organized and hardworking individual, with a vision to serve her community. Austin, TX should be honored that Brie has chosen to bring her skill set as a business owner and instructor to the Austin Parks system as well as providing Austin with a handpicked professionally managed staff of community engaged tennis instructors. Brie and Rippner Tennis operate from a vision to increase health and recreation for all ages and backgrounds. They have provided the Austin tennis community with affordable lessons, scholarships, and community oriented programming for both adults and juniors.

As a former professional tennis player, I recognize the importance of having a quality program that develops tennis players. As the President of the USTA, I appreciate Rippner Tennis' efforts in promoting and developing the growth of tennis in your community. I would like to personally recommend Brie and Rippner Tennis for the management of the South Austin Center and a continued successful partnership with the not only the City of Austin Parks Department but the community and it citizens as a whole.

Wishing you much success in your difficult decision in engaging with quality and qualified applicants.

Regards,



Katrina M. Adams

phone: 914-299-3595 | fax: 914-428-4280| 25 Bank Street, #220H, White Plains, NY 10606 | 68katadams@gmail.com



To Whom It May Concern:

On behalf of the Austin Tennis Club (ATC), I would like to enthusiastically endorse Rippner Tennis, specifically Brie Rippner-Rippner, in their bid to continue to operate the South Austin Tennis Center.

For nearly a decade, the Austin Tennis Club has maintained a strong, meaningful relationship with Rippner Tennis and Brie. The Austin Tennis Club's mission is to provide access to tennis activities, sponsor tennis leagues, and operate an annual tennis tournament sanctioned by the Gay and Lesbian Tennis Alliance ("GLTA"). ATC also promotes the development and advancement of tennis activities that welcome all gay and lesbian tennis players. Over the years, South Austin Tennis Center, and Rippner Tennis, has supported us in our mission giving back in many ways. In fact, South Austin Tennis Center has become ATC's unofficial home. SATC supports many of our activities including making courts available for our weekly Friday Night Social Tennis events and our annual Heart of Texas GLTA Tournament, which welcomes players from around the world. South Austin Tennis Center is also the home court for two ATC USTA men's teams in the Spring and Fall.

Without the support of Brie, her staff, and SATC, our nonprofit club would not be able to easily fulfill its mission in the Austin community and tennis for the LGBT community would be less accessible.

Sincerely,

Ted Burton

President

Austin Tennis Club

WHOLE FOODS MARKET
550 BOWIE STREET, AUSTIN, TEXAS 78703
WWW.WHOLEFOODSMARKET.COM
WHOLE FOODS. WHOLE PEOPLE. WHOLE PLANET.

To Whom It May Concern,

My name is Glenda Flanagan and I have served as the Chief Financial Officer for Whole Foods Market for over 25 years.

It is my pleasure to write this letter of recommendation on behalf of Brie Rippner. I first met Brie when I decided to take up tennis as a newcomer. She is the perfect instructor for me. Her teaching style incorporates fun, knowledge and most importantly a comfort level that is required to learn effectively. Brie has a love for tennis and enthusiasm for teaching that overflows to her students.

I take great pride in supporting an organization that promotes a healthy, fit lifestyle and overall wellness. Brie has started programs that educate and support people to become healthier and more active. Her #RippnerLove campaign widens her outreach to many that otherwise may not find themselves visiting South Austin Tennis Center. Brie's junior program provides scholarship dollars and imparts a vast knowledge to our next generation promoting healthier habits and developing skills that last a lifetime.

It is evident that Brie has worked hard to build an organized, professionally operated facility. I am always impressed with the positive and helpful attitudes of all her staff members. Based on my first hand observation of her operations, I believe that Brie is a great asset to the City of Austin and is no doubt making Austin a healthier place to live.

Sincerely,

Glenda Flanagan

June 9,2022

To Whom it May Concern,

Diadem Sports has the pleasure of working with Rippner Tennis as a premier team member in the Austin area. As Diadem Sports continues to grow globally, we reflect how we have gotten so far in such a short time. We continually look at Rippner Tennis for making that happen.

Not only does Rippner Tennis promote Diadem in a positive way, their communication and promptness with our accounts receivables is an example of how a public tennis management company should operate. They have created a model we look for in other partners.

If you need anything else from me to recommend and praise the team at Rippner Tennis, please do not hesitate to reach out to me. However, I would be remissed if I did not take the moment to recommend Rippner Tennis at the highest standard for the continued management of tennis facilities.

Best Regards,

Corbin Gapski
Diadem Sports Texas Territory Manager
832-699-8180
Corbin.Gapski@diademsports.com

Diadem Sports
200 Park Central Blvd S
Suite 1
Pompano Beach FL 33064



May 27, 2022

To Whom It May Concern

Head Tennis, the worldwide leader in Tennis related products have maintained an outstanding partnership with Rippner Tennis. For over 15 years we have mutually maintained a joint focused effort to benefit the tennis community. We have participated together on community events, fundraisers and local tennis tournaments. Our working relationship with Rippner Tennis as a public tennis management company is second to none in the state of Texas.

Rippner Tennis has been prompt with their accounts payable for the entirety of our relationship. They continue to remain a model business partner.

We confidently recommend Rippner Tennis for managing Tennis Facilities. We have enjoyed our long-term relationship.

Regards

Mike Young
Head Penn Texas Territory Manager

HEAD Penn Racquet Sports
306 S 45th Avenue
Phoenix AZ 85043
713-858-0408
myoung@us.head.com

BE A #GAMERAISER!



May 27, 2022

To whom it may concern:

Rippner Tennis at South Austin Tennis Center and Wilco Tennis Center have been a long-standing retail partner with Yonex. Their account has always been up date.

We have hosted a couple of successful demo days at SATC, one that had over 80 players. As a strong partner we have committed to supporting several of their teaching professionals with equipment.

We look forward to our continued partnership with Rippner Tennis in the many years to come.

Sincerely,

Mark Gonzalez

Mark Gonzalez
Yonex Independent Sales Representative
Texas – Oklahoma – Arkansas - Kansas
mark@alphatennis.com
(512) 250-1499

Greg - Customer:

Hi Rippner Crew,

I just want to say thank you for a wonderful month of playing tennis with your staff at your amazing facilities. I had so much fun playing tennis nearly every morning while I was in Austin.

My name is Greg, and have been on the road for the past 5 months slowly moving from NYC to LA. I stayed in Austin for the month of June and discovered RippnerTennis. I am in love with the game of tennis there and realized I was really at the sport. Since moving on from Austin, I have played tennis in Santa Fe, Sedona, Utah, and now Los Angeles…and nothing comes close to how awesome your programs are. Truly, I am bummed out that I cannot find the quality of tennis players, staff or just abundance of clinics you have at Rippner. Rippner is pretty special so thank you for making it special.

Which leads me to a question, do you know of any programs, clubs, clinics in Los Angeles that you can recommend? and selfishly I would like you to expand into LA. That would be awesome. There would be no shortage of players here.

Let me know if you have any reccos. And next time I am in Austin, I will see you.

Have a great week.

Andrea - Scholarship:

Just wanted to say thank you for the scholarship so Connor was able to attend Rippner Tennis camp! He absolutely loved it and has been asking to play tennis almost daily since camp! It was just what he needed to give him an active boost!

Have a great day:)

Andrea

Lillia - Employee

Dear Natalia,

Thank you so much for being so amazing through my time with RippnerTennis. I can't express my appreciation enough to you and the rest of the staff. Working here has taught me so much and been a strong opportunity for growth through the commitment it required. I really feel that I have learned so much, not just about tennis but myself as well, and having a job so early has translated into lifelong skills that will help me in the future. Along with that, you have been so accommodating, kind, and flexible, which have all been so amazing as well to still be able to work with a busy schedule these past couple of months.

I hope you have a great rest of your holidays, and thank you again for the best time at RippnerTennis!

Thank you again,

LILLIA KOBZAR

Customer - Carleigh

To whom it may concern,

My name is Carleigh Hazlett and I have been taking tennis lessons at RippnerTennis for the lsat year or so. I started as a beginner back in January of 2021 and have grown in my game over the past year. I have taken clinics with many different instructors, all who have been extremely knowledgeable, helpful, and fun to worth with! The front desk staff has always been helpful to me as well with the check in process, as well as helping to work around my busy schedule!

I have made many friends through these clinics and the social aspect of RippnerTennis, and appreciate that this center has so many sessions to offer with so many great coaches! I have recently moved to Ecuador for the next few years as I am working with the Peace Corp, but plan to return to Rippner next time I am back in Austin!

|F| Addendums

|i| Conflict of Interest Questionnaire

CONFLICT OF INTEREST QUESTIONNAIRE **FORM CIQ**

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**
RippnerTennis

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

Not Applicable
Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

We do not have any employment or other business relationship with a local government officer or a family member of the officer.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☒ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☒ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

We do not have any employment or other business relationship with a local government officer or family member of the officer.

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 Signature of vendor doing business with the governmental entity — 6/17/2022 Date

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 11/30/2015

|ii| Statement of Compliance

RippnerTennis agrees to all applicable rules and regulations derived from federal, state, and local government entities. We further agree to all terms of the Request for Proposal and Scope of Work, including, but not limited to:

1. Maintenance of requisite insurance;

2. Operating Policies for Municipal Tennis Centers, including staff to maintain full operation during business hours;

3. Maintaining the grounds and bathrooms on site as specified in the RFP;

4. Maintaining Financials Related to RippnerTennis Operation and Provision to Williamson County upon request and as specified in the RFP;

5. Completion of AED and other first aid training; and

6. Other items as specified in this plan and in the RFP.

|iii| Background Checks

Rippner Tennis LLC Background Checks April 11, 2022

Employee	Acceptable	Unacceptable				
Natalia Norris	X					
Andre Uribe	X					
Justin Hamstra	X					
Nick Cordes	X					
Kent Frankie	X					
Shawn Young	X					
Natalie Jackson	X					
Albert De La Rosa	X					
Aleck Blair	X					
Karina Flores	X					
Chloe Norris	X					
Mike Morris	X					
Karla De La Luz	X					
Soo In Moon	X					
Kayla Quezada	X					
Tom Emery	X					
Derek Gillespie	X					
Irene Lomeli	X					
Timothy Norris	X					
Fernando Chavez	X					
Geronimo Ornelas	X					

RippnerTennis

Proposal for Management: Addendum

Southwest Williamson County

Regional Park Tennis Center

Reference Number 22RFP112

Williamson County |August 12, 2022

Addendum

Based on discussions with Williamson County Parks and Recreation, RippnerTennis proposes the following changes to section C (Business Plan), subsection iii (Revenue Sharing Proposal) as follows:

|iii| Revenue Sharing Proposal

1) RippnerTennis court fees reduced:
   We propose to pay $1 per court hour for RippnerTennis programming (e.g., private lessons, clinics, junior programs, camps, Rippner tournaments and leagues, etc.).

2) 100% of court fees sent to Williamson County, up to $25,000:
   100% of the first $25,000 of collected court fees are sent to Williamson County on a monthly basis.

3) 50% of court fees sent to Williamson County, after initial $25,000:
   We propose that any amount of court fees in excess of $25,000 be split between Williamson County and RippnerTennis. For example, if $25,000 has already been sent to Williamson County, any remainder would be split 50%, with Williamson County's 50% being sent on a monthly basis and RippnerTennis retaining its 50%.

4) Suggested Modifications to Court Fees:
   As a result of the above, court fees are largely in the purview of Williamson County. Based on our understanding of local pricing and dynamics, we suggest that Williamson County consider the following court fees:

   All Public Court Reservations $4.00 per person

   Commentary on suggested court fees:

   Currently, there are five different sets of court fees (per person): $2 for Juniors, $3 for Seniors, $4 for Adults, $2 for doubles public leagues, and $3 for singles public leagues.

   These fees for Juniors, Seniors, and Adults are the same for public tennis centers in the Austin area; however, these fees have not changed for over a decade, and as everyone is aware, inflation has had a large impact on fixed costs (e.g., court maintenance, electricity, water, etc.) and wages. We also note that private reservations can cost as much as $20 for a half hour (e.g., private pickleball courts). Accordingly, we believe $4 per person is already an affordable price for adults and could be expanded to $5 per person. We further suggest at least making the

category of Juniors and Seniors the same and increasing the fee to $4 or more. A simpler solution (as indicated above) might be to charge based on court usage instead of discounting based on age.

Fees for leagues are extremely low for a number of reasons. First, this is below the going rate for leagues in Austin; we have been told repeatedly by our league patrons that we are significantly cheaper than reservations available elsewhere (e.g., country clubs, UT, and even City of Austin courts). Second, we note that currently, if four adults reserved a doubles court at Williamson County, it would cost $16 ($4 per person). Leagues currently only pay $8. Finally, we note that the amount of interaction, scheduling and rescheduling, and customer service provided for leagues is by far the most time consuming single activity performed by RippnerTennis (and at times Williamson County). For these reasons, we believe the fees should increase substantially. We suggest that they move at least to $4 per person. Similar to above, a simpler solution is to charge a flat per person rate for all public reservations.

Again, we note that these court fees will largely go to Williamson County, so these are provided as suggestions for Williamson County to set the appropriate fees given the costs sustained by the County to provide public courts.

Commissioners Court - Regular Session **70.**

Meeting Date: 09/13/2022

Approval of Agreement for Refresh of the Building Exteriors and Splash Pad Cistern Metal Roof

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 the service contract between Falkenberg Construction Company and Williamson County for a Refresh of the Building Exteriors and Splash Pad Cistern Metal Roof Replacement at Southwest Regional Park in the amount of $249,935.00, pursuant to Buy Board Contract 581-19 and authorizing the execution of the agreement. Funding Source is P-593

Background

This project is to provide labor, material and equipment refresh of the exterior of the buildings listed on the proposal. The proposal includes a detailed scope of work in the amount of $238,355.00 plus $11,579.49 for the Splash Pad Roof totaling $249,934.50. Funding Source is P-593 and the point of contact is Angel Gomez.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Agreement

Proposal

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	09/08/2022 10:15 AM
County Judge Exec Asst.	Becky Pruitt	09/08/2022 10:16 AM
Form Started By: Johnny Grimaldo		Started On: 09/07/2022 04:46 PM
Final Approval Date: 09/08/2022		

CONTRACT FOR GENERAL CONSTRUCTION

PROJECT: **Southwest Regional Park Hailstorm Repairs** ("Project")

GENERAL CONTRACTOR: **Falkenberg Construction Co., Inc.** ("GC")
Triston Moore, Project Manager
205 Cheatham St., Suite 2
San Marcos, TX 78666

COUNTY'S DESIGNATED REPRESENTATIVE: **Williamson County Parks Department**
Attn: Director of Parks
219 Perry Mayfield
Leander, Texas 78641

THIS CONTRACT FOR GENERAL CONSTRUCTION ("Contract") is made and entered into effective as of the latest date of the signatories indicated at the conclusion of this document (the "Effective Date"), by and between **Williamson County**, a body corporate and politic under the laws of the State of Texas ("County") and GC.

R E C I T A L S

WHEREAS, County desires to retain a GC for the **various improvements and repairs of structures throughout Southwest Regional Park,** (hereinafter called the "Project");

WHEREAS, County desires a GC who will render, diligently and competently in accordance with the highest standards used in the profession, all general contractor services which shall be necessary or advisable for the expeditious, economical, and satisfactory completion of the Project; and

NOW, THEREFORE, County and GC, in consideration of the mutual undertakings herein contained, do mutually agree as follows:

ARTICLE 1
SCOPE OF WORK

GC has overall responsibility for and shall provide complete construction services and furnish all materials, equipment, tools and labor as necessary or reasonably inferable to complete the Work, or any phase of the Work, in accordance with the Specifications and Drawings for the Project and County's requirements. The Specifications and Drawings were prepared for County by A/E. GC shall do everything required by the Contract Documents.

ARTICLE 2
GENERAL PROVISIONS

2.1 CONTRACT DOCUMENTS

2.1.1
The Contract Documents consist of this Contract and all exhibits and attachments listed, contained, or referenced in this Contract, the Williamson County Uniform General Conditions ("UGCs"), Supplementary or other Conditions, if any, the Drawings, Specifications, Addenda issued prior to the Effective Date of this Contract, The Bid/Proposal Documents as defined by the Invitation for Bidders/Request for Proposals, and all Change Orders and any other Modifications issued after the Effective Date of this Contract, all of which form this Contract and are as fully a part of this Contract as if attached to this Contract.

2.1.2
This Contract represents the entire and integrated agreement between the Parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Contract, this Contract shall govern. To the extent of any direct conflict or inconsistency between any of the Contract Documents, GC shall immediately notify County and seek clarification from A/E and County.

2.1.3
The term "GC" shall be interchangeable with the terms "Proposer," "Bidder," Respondent," "Contractor," and "General Contractor" or other similar terms as appropriate in the Contract Documents.

2.2 RELATIONSHIP OF THE PARTIES
GC accepts the relationship of trust and confidence established by this Contract and shall cooperate with A/E and County and exercise GC's skill and judgment in furthering the interests of County; to furnish efficient construction administration, management services and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with County's interests.

2.3 GENERAL CONDITIONS

2.3.1
The term "Contractor" as used herein or in the UGCs shall mean GC.

2.3.2
The term "Owner" as used herein or in the UGCs shall mean County.

2.3.3
The term "Architect" as used herein or in the UGCs shall mean A/E.

ARTICLE 3
CONTRACT TIME

3.1
County shall provide a Notice to Proceed in which a date for commencement of the work shall be stated. GC shall achieve Substantial Completion of the Work within **One Hundred Eighty (180) calendar days** after such commencement date. As such completion date may be extended by approved Change Orders. Unless otherwise specified in writing, GC shall achieve Final Completion within **thirty (30) calendar days** of Substantial Completion. The time set forth for completion of the work is an essential element of the Contract.

3.2 LIQUIDATED DAMAGES
GC acknowledges and recognizes that County is entitled to full and beneficial occupancy and use of the completed Work following expiration of the Contract Time and that County has entered into, or will enter into, binding agreements upon GC's achieving Substantial Completion of the Work within the Contract Time. GC further acknowledges and agrees that if GC fails to complete substantially or cause the Substantial Completion of any Phase of the Work within the Contract Time, County will sustain extensive damages and serious loss as a result of such failure. In the cases of missed scheduled events, which incur exact losses of revenue and exact expenses for fees and other cancellation costs, GC shall be responsible for the exact amount of damages sustained by County. In other cases, the exact amount of such damages will be extremely difficult to ascertain. Therefore, County and GC agree as set forth below:

3.2.1
Subject to the other terms and conditions herein, if Substantial Completion is not achieved by the date specified above or by such date to which the Contract Time may be extended, the Contract Sum shall be reduced by **Five Hundred Dollars ($ 500) per calendar day** as liquidated damages and not as a penalty, until the date of Substantial Completion. Force majeure shall apply relative to both rain/snow delays (acts of nature) and/or supply delays over which GC has no control, and such force majeure delays shall not be subject to such reduction of the Contract Sum.

3.2.2

County may deduct liquidated damages described herein from any unpaid amounts then or thereafter due GC under this Contract. Any liquidated damages not so deducted from any unpaid amounts due GC shall be payable by GC to County at the demand of County, together with the interest from the date of the demand at a rate equal to the prime interest rate as published by the Wall Street Journal on the **first (1st) business day** after such amounts are demanded.

3.2.3

Notwithstanding anything to the contrary in this Contract, if County is unable to recover any portion of liquidated damages in accordance with the terms and conditions herein because it is found to be unenforceable or invalid as a penalty or otherwise, then, County shall be entitled to recover from GC all of County's actual damages in connection with the failure by GC to achieve Substantial Completion of the Work within the Contract Time, including, without limitation, direct, indirect, or consequential damages.

ARTICLE 4
GC REPRESENTATIONS

4.1

In order to induce County to enter into this Contract, GC makes the following representations:

4.1.1

GC has examined and carefully studied the Contract Documents and the other related data identified in the Bid/Proposal Documents.

4.1.2

GC has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

4.1.3

GC is familiar with and is satisfied as to all federal, state, and local laws and regulations that may affect cost, progress, and performance of the Work.

4.1.4

GC has considered the information known to GC; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by GC, including any specific means, methods, techniques, sequences,

and procedures of construction expressly required by the Contract Documents; and (3) GC's safety precautions and programs.

4.1.5
Based on the information and observations referred to in **Paragraph 4.1.4** above, GC does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Sum, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

4.1.6
GC is aware of the general nature of work to be performed by County and others at the Site that relates to the Work as indicated in the Contract Documents.

4.1.7
GC has given A/E written notice of all conflicts, errors, ambiguities, or discrepancies that GC has discovered in the Contract Documents, and the written resolution thereof by A/E is acceptable to GC.

4.1.8
The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 5
THE CONTRACT SUM

5.1 Contract Sum.
County shall pay GC for completion of the Work in accordance with the Contract Documents the amount of **Two Hundred Forty-Nine Thousand, Nine Hundred Thirty-Five Dollars ($ 249,935)**.

5.2 Contract Payments.
Method and terms of payment of the Contract Sum shall be in accordance with the Contract Documents.

5.3 Allowable Overhead and Profit Markup on Changes in the Work.
In case of an increase in the Contract Sum due to a change in the Work and in accordance with **UGC 7**, the amounts GC may add to the pricing of a change for overhead and profit are as follows:

5.3.1
For Work performed directly by GC with its Own Employees: GC may add up to **fifteen percent (15%)** for Work performed directly by GC for any specific change.

5.3.2
For Managing Subcontracted Work: GC may add up to **ten percent (10%)** for managing subcontracted Work for any specific change.

Only one percentage, referenced above, shall be used for the purpose of calculating the markup for a specific change amount. For changes involving both additions and deletions, the allowed markup will be allowed only on the net addition. The allowed markup shall cover all overhead expenses and profit of any kind relating to the specific change.

ARTICLE 6
PROJECT TEAM

County's Designated Representative for purposes of this Contract is as follows:

Williamson County Parks Department
Attn: Director of Parks
219 Perry Mayfield
Leander, Texas 78641

County shall have the right, from time to time, to change the County's Designated Representative by giving GC written notice thereof. With respect to any action, decision, or determination which is to be taken or made by County under this Contract, the County's Designated Representative may take such action or make such decision or determination or shall notify GC in writing of an individual responsible for, and capable of, taking such action, decision, or determination, and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by County's Designated Representative on behalf of County shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by County's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision, or determination hereunder by County's Designated Representative shall be binding on County; *provided, however,* County's Designated Representative shall not have any right to modify, amend, or terminate this Contract or executed Contract Amendment. County's Designated Representative shall not have any authority to execute a Contract Amendment unless otherwise granted such authority by the Williamson County Commissioners Court.

GC's Designated Representative for purposes of this Contract is as follows:

Falkenberg Construction Co., Inc.
Tristan Moore, Project Manager
205 Cheatham St., Suite 2
San Marcos, Texas 78666

GC shall have the right, from time to time, to change GC's Designated Representative by giving

County written notice thereof. With respect to any action, decision, or determination which is to be taken or made by GC under this Contract, GC's Designated Representative may take such action or make such decision or determination, or shall notify County in writing of an individual responsible for and capable of taking such action, decision, or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions, or determinations by GC's Designated Representative on behalf of GC shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by GC's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision, or determination hereunder by GC's Designated Representative shall be binding on GC. GC's Designated Representative shall have the right to modify, amend, and execute Contract Amendments on behalf of GC.

ARTICLE 7
NOTICE

Any notice required to be given under the provisions of this Contract shall be in writing and shall be duly served when it shall have been deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to County or GC at the following addresses. If mailed, any notice or communication shall be deemed to be received **three (3) days** after the date of deposit in the United States Mail. Unless otherwise provided in this Contract, all notices shall be delivered to the following addresses:

County: Williamson County Judge
710 Main Street, Suite 101
Georgetown, Texas 78626

With copy to: Williamson County Parks Department
Attn: Director of Parks
219 Perry Mayfield
Leander, Texas 78641

and to: Office of General Counsel
Williamson County
710 Main Street, Suite 102
Georgetown, Texas 78626

GC: Falkenberg Construction Co., Inc.
205 Cheatham St., Suite 2
San Marcos, Texas 78666

Attention: Tristan Moore
Project Manager

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

ARTICLE 8
DISPUTE RESOLUTION

Any Claim or Dispute between County and GC shall be resolved in accordance with the provisions set forth in **UGC 15**.

ARTICLE 9
MISCELLANEOUS PROVISIONS

9.1 MEANING OF TERMS
Terms in this Contract shall have the same meaning as those in the UGCs.

9.2 NO WAIVER OF IMMUNITY
Nothing herein shall be construed as a waiver of sovereign immunity by Williamson County.

9.3 GOVERNING LAW
This Contract and all of the rights and obligations of the parties and all of the terms and conditions shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas without reference to its conflicts of law provisions. Williamson County shall be the sole place of venue for any legal action arising from or related to this Contract or the Project in which County is a party.

9.4 ASSIGNMENT
County and GC, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Contract. GC shall not assign this Contract without the written consent of County. If GC attempts to make an assignment without County's consent, GC shall nevertheless remain legally responsible for all obligations under this Contract.

9.5 OTHER PROVISIONS

9.5.1
GC represents and warrants the following to County (in addition to any other representations and warranties contained in the Contract Documents), as an inducement to County to execute this Contract, which representations and warranties shall survive the execution and delivery of this Contract, any termination of this Contract, and the final completion of the Work:

.1 that it and its Subcontractors are financially solvent, able to pay all debts as they mature, and possessed of sufficient working capital to complete the Work and perform all obligations hereunder;

.2 that it is able to furnish the tools, materials, supplies, equipment, and labor required to complete the Work and perform its obligations hereunder;

.3 that it is authorized to do business in the State of Texas and properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over it and over the Work and the project;

.4 that its execution of this Contract and its performance thereof is within its duly authorized powers;

.5 that its duly authorized representative has visited the site of the Project, familiarized himself with the local and special conditions under which the Work is to be performed, and correlated its observations with the requirements of the Contract Documents; and

.6 that it possesses a high level of experience and expertise in the business administration, construction, construction management, and superintendence of projects of the size, complexity, and nature of this particular Project, and it will perform the Work with the care, skill, and diligence of such a contractor.

ARTICLE 10
SCOPE OF CONTRACT AND CONTRACT DOCUMENTS

10.1

This Contract represents the entire and integrated agreement between County and GC and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may be amended only by written instrument signed by both County and GC.

10.2

The following documents comprise the Contract Documents:

1. This Contract between County and GC;
2. Exhibit A – Construction Documents
3. Exhibit B – Minimum Insurance Coverages and Minimum Coverage Amounts
4. Exhibit C – Williamson County Vendor Reimbursement Policy
5. Exhibit D – Williamson County Uniform General Conditions

10.3

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

1. Contract between County and GC;
2. Special Conditions or Supplementary Conditions (if any);
3. Williamson County Uniform General Conditions;
4. all Addenda issued prior to the Effective Date of the Contract between County and GC; and
5. The Construction Documents

ARTICLE 11
SIGNATORY WARRANTY

The undersigned signatory for GC hereby represents and warrants that the signatory is an officer of the organization for which he/she has executed this Contract and that he/she has full and complete authority to enter into this Contract on behalf of the Company. The above-stated representations and warranties are made for the purpose of inducing County to enter into this Contract.

IN WITNESS WHEREOF, County has caused this Contract to be signed in its name by its duly authorized County Judge, thereby binding the parties hereto, their successors, assigns, and representatives for the faithful and full performance of the terms and provisions hereof. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, TERMINATE, OR MODIFY THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

GC:
Falkenberg Construction Co, Inc.

By: _____
Signature

John E. Castro
Printed Name

President
Title

Date Signed: 06 Sept 2022

COUNTY:
Williamson County, Texas

By: _____
Signature

Printed Name

Title

Date Signed: _____

EXHIBIT A

CONSTRUCTION DOCUMENTS

Headquarters Exterior Refresh and PM

- Pressure wash exterior of building to remove dirt and algae
  - Use caution on wood and eave vents
- Replace window perimeter sealants with polyurethane sealant
  - Remove cracked mortar as needed
- Install polyurethane at metal flashing @ wainscot and stone junction
- Apply (2) two coats of sealer to all cedar wood
- Paint all black steel plates and bolts at cedar

Baseball Fields (Concession and Restroom Bldgs.)

- For Baseball Restroom and Concession Bldgs. Complete the Following:
  - Remove and dispose of existing fascia metal all around
  - Provide and install new fascia to match existing as best as possible
  - Prepare and paint all exterior structural steel (match existing)
  - Remove sealants at sidewalk expansion joints, building to sidewalk joints, columns to building joints and CMU block joints
  - Prep joints as needed and replace with polyurethane sealants

Men's & Women's Restroom Buildings and Main Concession Bldg.

- Remove and dispose of existing fascia metal all around
- Provide and install new fascia to match existing as best as possible
- Prepare and paint all exterior structural steel (match existing)
- Remove sealants at sidewalk expansion joints, building to sidewalk joints, columns to building joints and CMU block joints
- Prep joints as needed and replace with polyurethane sealants

Tennis Court Building and Tennis Restroom Bldg.

- Remove and dispose of existing fascia metal all around
- Provide and install new fascia to match existing as best as possible
- Prepare and paint all exterior structural steel (match existing)
- Repair existing water damage at the underside of the ceiling at restroom entrances
- Remove sealants at sidewalk expansion joints, building to sidewalk joints, columns to building joints and CMU block joints
- Prep joints as needed and replace with polyurethane sealants
- Remove existing wire and screen on north side elevation windows
- Install (7) seven pieces of 1/4" clear wire glass in triangle frames above restroom doors
  - Glass to be installed with butyl tape and 1" X 1" screw applied aluminum angle
  - Seams and joints are to be sealed

Football Concession and Football Restroom Bldgs.

- Remove and dispose of existing fascia metal all around
- Provide and install new fascia to match existing as best as possible
- Prepare and paint all exterior structural steel (match existing)
- Remove sealants at sidewalk expansion joints, building to sidewalk joints, columns to building joints and CMU block joints
- Prep joints as needed and replace with polyurethane sealants

Add Alternate 02_Splash Pad Cistern Metal Roof Replacement

- Remove and dispose of existing metal roof panels
- Provide and install new roof panels to match existing as best as possible
- Install new panels on existing framework

Exclusions:

- Tax
- Permits/Inspections
- Overtime
- Concrete/Asphalt Repair UNO
- Sealant Work on concrete/asphalt that is not directly adjacent to the buildings UNO
- Full Time Supervision
- Striping or Re-striping
- Painting doors, frames or windowsills/frames UNO
- Painting roofing panels, trim or downspouts/gutters
- Painting any items within interior of buildings
- Removing any existing items from roofs that are needed to remove fascia
- Roofing work UNO
- Executing project in broken phases (Project is priced to be completed together consecutively)

EXHIBIT B

MINIMUM INSURANCE COVERAGES AND MINIMUM COVERAGE AMOUNTS

1. All policies of insurance provided by Contractor must comply with the requirements of this Exhibit, the Contract Documents, and the laws of the State of Texas.

2. Contractor shall provide and maintain, until the Work covered in the Contract is completed and accepted by County, the minimum insurance coverages 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 County.

TYPE OF COVERAGE	LIMITS OF LIABILITY
Worker's Compensation	Statutory
Employer's Liability	
Bodily Injury by Accident	**$ 1,000,000** per Accident
Bodily Injury by Disease	**$ 1,000,000** per Employee
	$ 1,000,000 aggregate Policy Limit

Comprehensive General Liability
(including completed operations and contractual liability insurance for bodily injury, death, or property damages)

Comprehensive General Liability	**$ 1,000,000** per Occurrence
	$ 2,000,000 aggregate Policy Limit

Comprehensive Automobile and Auto Liability Insurance
(covering owned, hired, leased, and non-owned vehicles)

Bodily injury (including death)	**$ 1,000,000** per Person **$ 1,000,000** per Occurrence
Property Damage	**$ 1,000,000** per Person **$ 1,000,000** per Occurrence
	No aggregate Policy Limit

Builder's Risk Insurance (all risks)
An all risk policy, 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 Contractor and shall name its Subcontractors as additional insureds. County 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.

Flood insurance
(when specified in Supplementary General Conditions or Special Conditions.

Umbrella Coverage **$ 5,000,000**

Workers' Compensation Insurance

A. Definitions:

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.

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 County.

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

Persons providing services on the Project ("Subcontractor") - includes all persons or entities performing all or part of the services Contractor has undertaken to perform on the Project, regardless of whether that person contracted directly with 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.

B. 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 Contractor providing services on the Project, for the duration of the Project.

C. Contractor must provide a certificate of coverage prior to execution of the Contract, 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.

D. If the coverage period shown on Contractor's current certificate of coverage ends during the duration of the Project, Contractor must, prior to the end of the coverage period, file a new certificate of coverage with County showing that coverage has been extended.

E. Contractor shall obtain from each person providing services on a project, and provide to County:

(1) a certificate of coverage, prior to that person beginning work on the Project, so County will have on file certificates of coverage showing coverage for all persons providing services on the Project; and

(2) no later than **seven (7) calendar days** after receipt by 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.

F. Contractor shall retain all required certificates of coverage for the duration of the Project and for **one (1) year** thereafter.

G. Contractor shall notify County in writing by certified mail or personal delivery, within **ten (10) calendar days** after Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project.

H. 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.

I. Contractor shall contractually require each person with who it contracts to provide services on a project, to:

(1) 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;

(2) provide to 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;

(3) provide 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;

(4) obtain from each other person with whom it contracts, and provide to Contractor:

- **a.** a certificate of coverage, prior to the other person beginning work on the Project; and
- **b.** 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;

(5) retain all required certificate of coverage on file for the duration of the Project and for **one (1) year** thereafter;

(6) notify County in writing by certified mail or personal delivery, within **ten (10) calendar 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

(7) contractually require each person with whom it contracts, to perform as required by **Paragraphs (1)-(7)**, with the certificates of coverage to be provided to the person for whom they are providing services.

J. By signing the Contract or providing or causing to be provided a certificate of coverage, Contractor is representing to County that all employees of 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 Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

K. Contractor's failure to comply with any of these provisions is a breach of contract by Contractor which entitles County to declare the Contract void if Contractor does not remedy the breach within **ten (10) calendar days** after receipt of notice of breach from County.

3. If insurance policies are not written for the amounts specified in this section, 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.

4. The furnishing of the above listed insurance coverage, as may be modified by the Contract Documents, must be tendered prior to execution of the Contract, 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.

5. County shall be entitled, upon request and without expense, to receive copies of the policies and all endorsements as they apply to the limits set out in this section.

6. Contractor shall be responsible for payment of premiums for all of the insurance coverages required under this section. Contractor further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which Contractor is responsible hereunder, Contractor shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over **seventy-five thousand dollars ($ 75,000)** in Contractor's insurance must be declared and approved in writing by County in advance.

EXHIBIT C

WILLIAMSON COUNTY VENDOR REIMBURSEMENT POLICY

The purpose of this Williamson County Vendor Reimbursement Policy ("Policy") is to provide clear guidelines to vendors on Williamson County's expectations and requirements regarding allowable reimbursable expenditures and required backup. The Policy will also minimize conflicts related to invoice payments and define non-reimbursable items. This Policy is considered a guideline and is not a contract.

This Policy may be altered, deleted, or amended at any time and without prior notice to vendors, by action of the Williamson County Commissioners Court. Unenforceable provisions of this Policy, as imposed by applicable law, regulations, or judicial decisions, shall be deemed to be deleted. Any revisions to this Policy will be distributed to all current vendors doing business with 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 not 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 County shall control as to the required actions of vendor and when such invoice must be paid by 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 County or whether they are the basis of invoices from subcontractors for which the vendor seeks reimbursement from 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 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 County will only cover costs associated with travel on vendors outside a **fifty (50)-mile radius** from Williamson County, Texas.

2.2 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 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 shall 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 County will not be responsible for, nor will County reimburse additional charges due to personal preference or personal convenience of individual traveling.

2.7 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 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 County.

3. Meals

3.1 Meal reimbursements are limited to a maximum of **fifty ($50) per day** on overnight travel. On day travel (travel that does not require an overnight stay), meal reimbursements are limited to a maximum of **twenty ($20) per day**. The travel must be outside the Williamson County, Texas line by a **fifty (50)-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 for vendors who do not have the necessary personnel located within a **fifty (50)-mile radius** of Williamson County, Texas that are capable of carrying the vendor's obligations to County. Meals will not be reimbursed to vendors who are located within a **fifty (50)-mile radius** of Williamson County, Texas.

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 shall 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 County will only reimburse up to a coach price fare for air travel.

5.2 County will exclude any additional charges due to personal preference or personal convenience of the individual traveling (i.e. early bird check in, 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 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 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 Date

7.2.2 Destination

7.2.3 Purpose

7.2.4 Name of traveler(s)

7.2.5 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 shall 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 Williamson County, Texas by at least a **fifty (50)-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 Expenses

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 service

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 Community outreach items exceeding $2 per item

10.27 Technology Fees

10.28 Sales tax on goods purchased

Any other expenses which Williamson County deems, in its sole discretion, to be inappropriate or unnecessary expenditures.

EXHIBIT D

UNIFORM GENERAL CONDITIONS

TABLE OF ARTICLES

1 GENERAL PROVISIONS
2 OWNER
3 CONTRACTOR
4 ARCHITECT
5 SUBCONTRACTORS
6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
7 CHANGES IN THE WORK
8 TIME
9 PAYMENTS AND COMPLETION
10 PROTECTION OF PERSONS AND PROPERTY
11 INSURANCE AND BONDS
12 UNCOVERING AND CORRECTION OF WORK
13 MISCELLANEOUS PROVISIONS
14 TERMINATION OR SUSPENSION OF THE CONTRACT
15 CLAIMS AND DISPUTES

ARTICLE 1
GENERAL PROVISIONS

1.1 BASIC DEFINITIONS

1.1.1 CONTRACT DOCUMENTS

Contract Documents are enumerated in the Contract between the Owner and Contractor (hereinafter the Contract) and consist of the Contract, Conditions of the Contract as revised, Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Contract and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Owner or the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding requirements.

1.1.2 CONTRACT

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants or (4) between any persons or entities other than the Owner and the Contractor.

1.1.3 WORK

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

1.1.4 THE PROJECT

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by separate contractors.

1.1.5 THE DRAWINGS

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

1.1.6 THE SPECIFICATIONS

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

1.1.7 INSTRUMENTS OF SERVICE

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

1.1.8 KNOWLEDGE

The terms "knowledge," "recognize," and "discover," their respective derivatives, and similar terms in the Contract Documents, as used in reference to the Contractor, shall be interpreted to mean that which the Contractor knows (or should know), recognizes (or should recognize), and discovers (or should discover) in exercising the care, skill, and diligence required by the Contract Documents. Analogously, the expression "reasonably inferable" and similar terms in the Contract Documents shall be interpreted to mean reasonably inferable by a contractor familiar with the Project and exercising the care, skill, and diligence required of the Contractor by the Contract Documents.

1.1.9 PRODUCT

Materials, systems, and equipment incorporated or to be incorporated in the Work.

1.1.10 PROVIDE

Furnish and install and shall include, without limitation, labor, materials, equipment, transportation, services, and other items required to complete the referenced tasks.

1.1.11 FURNISH

Pay for, deliver (or receive), unload, inspect, and store products, materials, equipment, and accessories as specified while retaining care, custody and control until received for installation based on a signed receipt.

1.1.12 INSTALL

Receive, unload, inspect, and store as specified while retaining care, custody and control; set or place in position, make required connections; and adjust and test as specified in the Contract Documents for satisfactory performance and operation.

1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

1.2.1

The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary,

and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the intended results. In the event of inconsistencies within or between parts of the Contract Documents, or between the Contract Documents and applicable standards, codes, and ordinances, the Contractor shall (i) provide the better quality or greater quantity of Work or (ii) comply with the more stringent requirement; either or both in accordance with the Owner or the Architect's interpretation. The terms and conditions of this **Paragraph 1.2.1**, however, shall not relieve the Contractor of any of the obligations set forth in the Contract Documents.

1.2.2

Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

1.2.3

Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

.1 Whenever a product is specified in accordance with a Federal Specification, an ASTM Standard, an American National Standards Institute Specification, or other Association Standard, the Contractor, if required by the Specifications or if requested by the Owner, shall present evidence from the manufacture, certifying the product complies with the particular Standard or Specification. When required by the Contract Documents, supporting data shall be submitted to substantiate compliance.

.2 Whenever a product is specified or shown by describing proprietary items, model numbers, catalog numbers, manufacturer, trade names, or similar reference, no substitutions may be made unless accepted in strict accordance with the Substitution requirements stated in the Specifications or, if no Substitution requirements are stated in the Specifications, in accordance with the requirements stated elsewhere in the Contract Documents. Where two or more products are shown or specified, the Contractor has the option to use either of those shown or specified.

1.3 CAPITALIZATION

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles or (3) the titles of other documents published by the American Institute of Architects.

1.4 INTERPRETATION

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article

is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

1.5 USE OF DRAWINGS AND OTHER INSTRUMENTS OF SERVICE

1.5.1

The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory and other reserved rights, including copyrights, except as provided in the Owner-Architect Agreement. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

1.5.2

The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants.

1.6 TRANSMISSION OF DATA IN DIGITAL FORM

If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall establish the necessary protocols governing such transmissions in writing, unless otherwise already provided in the Agreement or the Contract Documents.

ARTICLE 2
OWNER

2.1 GENERAL

The Owner means Williamson County acting through any duly authorized representative as provided in the Contract, and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization ("Owner's Designated Representative"). The term "Owner" means the Owner or the Owner's authorized representative.

2.2 OWNER

2.2.1 Appropriation of Funds by Owner

Owner believes it has sufficient funds currently available and authorized for expenditure to finance the costs of the Agreement between Owner and Contractor. Contractor understands and agrees that the Owner's payment of amounts under the Agreement between Owner and Contractor is contingent on the Owner receiving appropriations or other expenditure authority sufficient to allow the Owner, in the exercise of reasonable administrative discretion, to continue to make payments under the Agreement.

2.2.2

Unless specifically stated otherwise in the Contract Documents, Contractor shall secure and pay for necessary permits, approvals, assessments, and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

2.2.3

The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. Except for surveys or grade information, the Contractor shall compare the information furnished by the Owner, including, but not limited to, soil tests, with visibly observable physical conditions and the Contract Documents and, on the basis of such review, promptly report to the Owner and the Architect any known conflicts, errors or omissions. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

2.2.4

The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

2.2.5

Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions.

2.3 OWNER'S RIGHT TO STOP THE WORK

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by **Section 12.2** or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.

2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a **ten (10)-calendar day** period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect or failure. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

2.5 EXTENT OF OWNER RIGHTS

2.5.1

The rights stated in this **Article 2** and elsewhere in the Contract Documents are cumulative and not in limitation of any rights of the Owner (1) granted in the Contract Documents, (2) at law, or (3) in equity.

2.5.2

In no event shall the Owner have control over, charge of, or any responsibility for construction means, methods, techniques, sequences, or procedures or for safety precautions and programs in connection with the Work, notwithstanding any of the rights and authority granted the Owner in the Contract Documents.

2.6 OWNER'S RIGHT TO RECORDS

2.6.1

The Contractor's records, which shall include but not be limited to accounting records, written policies and procedures, subcontractor files (including proposals of successful bidders), original estimates, estimating work sheets, correspondence, schedules, change order files (including documentation covering negotiated settlements), and any other supporting evidence necessary to substantiate charges related to this contract (all foregoing hereinafter referred to as "records") and shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by Owner's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by the Contractor or any of his payees. Such records subject to examination shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Contract.

2.6.2
For the purpose of such audits, inspections, examinations and evaluations, the Owner's agent, or authorized representatives shall have access to said records from the effective date of this Contract for the duration of Work and until **three (3) years** (or longer if required by law) after the date of final payment by Owner to Contractor.

2.6.3
Owner's agent or its authorized representative shall have access during normal business hours to the Contractor's facilities, shall have access to all necessary records and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this **Section 2.6**. Owner's agent or authorized representative shall give auditees reasonable advance notice of intended audits.

2.6.4
Contractor shall require all subcontractors, insurance agents, and material suppliers (payees) with cost plus contracts, if permitted, and not fixed price contracts to comply with the provisions of this **Article 2** by insertion of the requirements hereof in a written contract agreement between Contractor and payee. Failure to obtain such written contracts which include such provisions shall be reason to exclude some or all of the related payee's costs from amounts payable to the Contractor pursuant to this contract.

ARTICLE 3
CONTRACTOR

3.1 GENERAL

3.1.1
The Contractor is the person or entity identified as such in the Contract and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under the Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative, and if these General Conditions are used in conjunction with the Contract between Owner and Construction Manager-At-Risk, the term "Contractor" shall mean the Construction Manager.

3.1.2
The Contractor shall perform the Work in strict accordance with the Contract Documents.

3.1.3
The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's

administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

3.2.1

Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents. Prior to execution of the Contract, the Contractor and each Subcontractor shall have evaluated and satisfied themselves as to the observable conditions and limitations under which the Work is to be performed, including, without limitation, (i) the location, condition, layout, and nature of the Project site and surrounding areas, (ii) generally prevailing climatic conditions, (iii) anticipated labor supply and costs, (iv) availability and cost of materials, tools, and equipment, and (v) other similar issues. The Owner assumes no responsibility or liability for the physical condition or safety of the Project site or any improvements located on the Project site. Except as set forth in **Section 10.3**, the Contractor and its Subcontractors shall be responsible for providing a safe place for the performance of the Work. The Owner shall not be required to make any adjustment in either the Contract Sum or the Contract Time in connection with any failure by the Contractor or any Subcontractor to have complied with the requirements of **this Section 3.2**.

3.2.2

Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to **Paragraph 2.2.3**, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Owner and Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that reasonably may be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the indicated result will be provided whether or not specifically called for, at no additional cost to Owner. The Contractor shall verify the accuracy of elevations, dimensions, locations, and field measurements. In all cases of the interconnection of its Work with existing or other Work, the Contractor shall verify at the site all dimensions relating to such existing or other Work.

.1 All of Contractor's and Subcontractors' work shall conform to the Contract Documents. Contractor shall be responsible for the details of the Work necessary to carry out the intent of the drawings and specifications, or which are customarily performed. When more detailed information is required for performance of the Work or when an interpretation of the Contract Documents is requested, the Contractor shall submit a written request for information to the Architect or Owner (as required), and the Owner or Architect shall furnish such information or interpretation. Where only part of the Work is indicated, similar parts shall be considered repetitive. Where any detail is shown and components thereof are fully described, similar details not fully described shall be considered to incorporate the fully described details and components.

.2 The Contractor has had an opportunity to examine, and has carefully examined, all of the Contract Documents and Project site, and has fully acquainted itself with the scope of work, design, availability of materials, existing facilities, access, general topography, soil structure, subsurface conditions, obstructions, and all other conditions pertaining to the Work, the site of the Work, and its surrounding; that it has made necessary investigations to a full understanding of the difficulties which may be encountered in performing the Work; and that anything in any Contract Documents, or in any representations, statements, or information made or furnished by Owner or its representatives notwithstanding, Contractor will complete the Work for the compensation stated in the Contract. In addition thereto, Contractor represents that it is fully qualified to do the Work in accordance with the terms of the Contract in the time specified.

3.2.3

The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Owner and the Architect any nonconformity discovered by or made known to the Contractor as a request for information.

3.2.4

If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to **Paragraphs 3.2.2 or 3.2.3** above, the Contractor shall make Claims as provided in **Article 15**.

3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

3.3.1

The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. Subcontractors are responsible for directing their forces on their portions of the Work. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor and Subcontractors shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Architect and shall not proceed with that portion of the Work without further written instructions from the Architect. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any loss or damage arising solely from those Owner-required means, methods, techniques, sequences or procedures.

3.3.2

The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

3.3.3

The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

3.3.4

Inspection of the progress, quantity, or quality of the Work done by the Owner, any Owner's representative, any governmental agency, or the Architect, or any inspector, shall not relieve the Contractor of any responsibility for the compliance of the Work with the Contract Documents. The Owner or its approved representative (heretofore referred to as Owner's representative) shall have access to the worksite and all Work. No supervision or inspection by the Owner's representative, nor the authority to act nor any other actions taken by the Owner's representative shall relieve the Contractor of any of its obligations under the Contract Documents nor give rise to any duty on the part of the Owner.

3.4 LABOR AND MATERIALS

3.4.1

Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

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

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

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

.2 Prevailing Wage Schedule. The "Prevailing Wage Schedule" shall be determined by the Owner in compliance with **Texas Government Code, Chapter 2258**. Should the Contractor at any time become aware that a particular skill or trade not reflected on the Owner's Prevailing Wage Schedule will be or is being employed in the Work, whether by the Contractor or by a subcontractor, the Contractor shall promptly inform the Owner and shall specify a wage rate for that skill or trade, which shall bind the Contractor.

.3 Penalty for Violation. The Contractor and any Subcontractor shall pay to the Owner a penalty of **sixty dollars ($60.00)** for each worker employed for each calendar day, or portion thereof, that the worker is paid less than the wage rates stipulated in the Prevailing Wage Schedule or any supplement thereto pursuant to **Paragraph 3.4.1.2** above. The Contractor and each Subcontractor shall keep, or cause to be kept, an accurate record showing the names and occupations of all workers employed in connection with the Work, and showing the actual per diem wages paid to each worker, which records shall be open at all reasonable hours for the inspection by the Owner.

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

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

.6 Arbitration Award. If an arbitrator determines that a violation has occurred, the arbitrator shall assess and award against the Contractor or Subcontractor the amount of penalty as provided in this **Section 3.4** and the amount owed the worker. The Owner may use any amounts retained hereunder to pay the worker the amount as designated in the arbitration award. If the Owner has not retained enough from the Contractor or Subcontractor to pay the worker in accordance with the arbitration

award, the worker has a right of action against the Contractor and Subcontractor as appropriate, and the surety of either to receive the amount owed, attorneys' fees and court costs. The Contractor shall promptly furnish a copy of the arbitration award to the Owner.

.7 Prevailing Wage Retainage. Money retained pursuant to this **Section 3.4** shall be used to pay the claimant or claimants the difference between the amount the worker received in wages for labor on the Project at the rate paid by the Contractor or Subcontractor and the amount the worker would have received at the general prevailing wage rate as provided by the agreement of the claimant and the Contractor or Subcontractor affected, or in the arbitrator's award. The full statutory penalty of **sixty dollars ($60.00) per day** of violation per worker shall be retained by the Owner to offset its administrative costs, pursuant to **Texas Government Code, §2258.023**. Any retained funds in excess of these amounts shall be paid to the Contractor on the earlier of the next progress payment or final payment. Provided, however, that the Owner shall have no duty to release any funds to either the claimant or the Contractor until it has received the notices of agreement or the arbitration award as provided under **Paragraphs 3.4.2 and 3.4.3**.

.8 No Extension of Time. If the Owner determines that good cause exists to believe a violation has occurred, the Contractor shall not be entitled to an extension of time for any delay arising directly or indirectly from of the procedures set forth in this **Section 3.4**.

3.4.2

Except in the case of minor changes in the Work authorized by the Owner or Architect in accordance with **Paragraphs 3.12.8 or Section 7.4**, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive. If the Contractor desires to submit an alternate product or method in lieu of what has been specified or shown in the Contract Documents, the Contractor shall comply with the Substitution requirements listed in the Specifications, or if there are no Substitution requirements listed in the Specifications, then the following provisions apply:

.1 The Contractor must submit to the Architect and the Owner (1) a full explanation of the proposed substitution and submittal of all supporting data, including technical information, catalog cuts, warranties, test results, installation instructions, operating procedures, and other like information necessary for a complete evaluation of the substitution; (2) the adjustment, if any, in the Contract Sum, in the event the substitution is acceptable; (3) the adjustment, if any, in the time of completion of the Contract and the construction schedule in the event the substitution is acceptable; and (4) a statement indicating Contractor accepts the warranty and correction obligations in connection with the proposed substitution as if originally specified by the Architect.

Proposals for substitutions shall be to the Architect in sufficient time to allow the Architect no less than **ten (10) working days** for review. No substitutions will be considered or allowed without the Contractor's submittal of complete substantiating data and information as stated hereinbefore.

3.4.3
The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

3.4.4
The Contractor shall only employ or use labor in connection with the Work capable of working harmoniously with all trades, crafts, and any other individuals associated with the Project.

3.4.5.
In case the progress of the Work is affected by any undue delay in furnishing or installing any items or materials or equipment required under the Contract Documents because of such conflict involving any such labor agreement or regulation, the Owner may require that other material or equipment of equal kind and quality be provided pursuant to a Change Order or Construction Change Directive.

3.5 WARRANTY

3.5.1
The Contractor warrants to the Owner: (1) that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise; (2) that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit; (3) that the Work will be done strictly in accordance with the Contract Documents; (4) that all products are installed per the manufacturer's instructions, and in such a way that the manufacturer's warranties are preserved, including the use of a manufacturer-certified installer, if required by the manufacturer; (5) and that the Work, when finally completed, will provide a complete Project that meets the intent of the Contract Documents.

The Contractor represents and warrants to the Owner that its materials and workmanship, including without limitation, construction means, methods, procedures and techniques necessary to perform the Work, use of materials, selection of equipment and requirements of product manufacturers are and shall be consistent with: (1) good and sound practices within the construction industry; (2) generally prevailing and accepted industry standards applicable to the Work; (3) requirements of any warranties applicable to the Work subject to **Paragraph 3.2.3**. Work, materials, or equipment not conforming to these requirements shall

be considered defective, and promptly after written notification of non-conformance shall be repaired or replaced by Contractor with Work conforming to this warranty. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Owner or Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

.1 Contractor further warrants that all materials or equipment of a category or classification will be a product of the same manufacturer and such materials or equipment shall be of the same lot, batch or type and that such materials and equipment will be as specified.

3.5.2

The Contractor agrees to assign to the Owner at the time of final completion of the Work any and all manufacturer's warranties relating to materials and labor used in the Work and further agrees to perform the Work in such manner so as to preserve any and all such manufacturer's warranties.

3.6 TAXES

State Sales and Use Taxes. Sales, use or similar taxes imposed by a governmental authority that are related to the Work and for which the Contractor is liable; provided, however, Owner is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code Ann. 151.309, as amended, and the services and materials subject of the Contract are being secured for use by Owner. Exemption certificates will be provided to Contractor upon request. As a precondition to the Owner reimbursing Contractor for allowable sales and use taxes, Contractor must, on its own, first attempt to use such tax exemption certificates in order to assert the exemption. In the event Contractor's efforts to use the tax exemption certificate is unsuccessful and provided that under the laws of the State of Texas an exemption from sales and use taxes is allowed. Owner will reimburse Contractor for such sales and use taxes upon Contractor providing sufficient and satisfactory documentation to the Williamson County Auditor.

3.7 PERMITS, FEES, NOTICES, AND COMPLIANCE WITH LAWS

3.7.1

Unless otherwise provided, the Contractor shall secure, pay for, and, as soon as practicable, furnish the Owner with copies or certificates of all permits and fees, licenses, and inspections necessary for the proper execution and completion of the Work, including, without limitation, all building permits. All connection charges, assessments, or inspection fees as may be imposed by any municipal agency or utility company are included in the Contract Sum and shall be the Contractor's responsibility.

3.7.2
The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

3.7.3
If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction and damages resulting therefrom.

3.7.4 Concealed or Unknown Conditions
If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than **twenty-one (21) calendar days** after first observance of the conditions. The Owner will promptly investigate such conditions and, if the Owner determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will authorize an equitable adjustment in the Contract Sum or Contract Time, or both. If the Owner determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Owner shall promptly notify the Contractor in writing, stating the reasons. If the Contractor disputes the Owner's determination, the Contractor party may assert a Claim as provided in **Article 15**.

3.7.5
If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in **Article 15**.

3.8 ALLOWANCES

3.8.1
The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

3.8.2
Unless otherwise provided in the Contract Documents,

.1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;

.2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and

.3 whenever costs are more than or less than allowances, the Contractor shall, prior to purchasing any such materials, notify the Owner in writing of the cost and whether such cost will exceed the amount of the allowance. If Owner authorizes Contractor to proceed, after receiving the Contractor's estimate of the total cost, then the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under **Paragraph 3.8.2.1** and (2) changes in Contractor's costs under **Paragraph 3.8.2.2**.

3.9 SUPERINTENDENT

3.9.1
The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent or Contractor's project manager shall be as binding as if given to the Contractor. Important oral communications shall be immediately confirmed in writing.

3.9.2
The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the name and qualifications of a proposed superintendent. The Owner or Architect may reply within **fourteen (14) calendar days** to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to the proposed superintendent or (2) that the Owner and Architect require additional time to review. Failure of the Owner or Architect to reply within the **fourteen (14)-calendar day** period shall constitute notice of no reasonable objection.

3.9.3
The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

3.10.1
The Contractor, as provided in the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

3.10.2
The Contractor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Architect's approval. The Architect's approval shall not unreasonably be delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

3.10.3
The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

3.10.4
The construction schedule shall be a detailed precedence-style critical path management ("CPM") schedule in a format satisfactory to the Owner that shall (1) provide a graphic representation of all activities and events that will occur during performance of the Work; (2) identify each phase of construction and occupancy; and (3) set forth dates that are critical in ensuring the timely and orderly completion of the Work in accordance with the requirements of the Contract Documents (hereinafter referred to as the "Milestone Date"). Upon review and acceptance by the Owner of the Milestone Dates, the construction schedule shall be deemed part of the Contract Documents. If not accepted, the construction schedule shall be promptly revised by the Contractor in accordance with the recommendations of the Owner and resubmitted for acceptance. The Contractor shall monitor the progress of the Work for conformance with the requirements of the construction schedule and shall promptly advise

the Owner of any delays or potential delays. The accepted construction schedule shall be updated to reflect actual conditions as set forth in **Paragraph 3.10.1** or if requested by the Owner. In the event any progress report indicates any delays, the Contractor shall propose an affirmative plan to correct the delay, including overtime and/or additional labor, if necessary. In no event shall any progress report constitute an adjustment in the Contract Time, any Milestone date, or the Contract Sum unless any such adjustment is agreed to by the Owner and authorize pursuant to a Change Order.

3.10.5

In the event the Owner determines that the performance of the Work, as of a Milestone Date, has not progressed or reach the level of completion required by the Contract Documents, the Owner shall have the right to order the Contractor to take corrective measures necessary to expedite the progress of construction, including without limitation, (1) working additional shifts or overtime, (2) supplying additional manpower, equipment, and facilities, and (3) other similar measures. Such measures so continue until the progress of the Work complies with the stage of completion required by the Contract Documents. The Owner's right to require such measures is solely for the purpose of ensuring the Contractors compliance with the construction schedule.

3.11 DOCUMENTS AT THE SITE

The Contractor shall maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Architect and shall be delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

3.12 SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES

3.12.1

Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

3.12.2

Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

3.12.3

Samples are physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

3.12.4
Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of **Paragraph 4.2.7**. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

3.12.5
The Contractor shall review for compliance with the Contract Documents, approve and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors.

3.12.6
By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

3.12.7
The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals until the respective submittal has been approved by the Architect.

3.12.8
The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals by the Architect's approval thereof.

3.12.9

The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such written notice, the Architect's approval of a resubmission shall not apply to such revisions.

3.12.10

The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this **Paragraph 3.12.10**, the Architect will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

3.13 USE OF SITE

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

3.14 CUTTING AND PATCHING

3.14.1

The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly as required by the Contract Documents. All

areas requiring cutting, fitting, and patching shall be restored to the condition existing prior to the cutting, fitting and patching, unless otherwise required by the Contract Documents.

3.14.2

The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.

3.15 CLEANING UP

3.15.1

The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

3.15.2

If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Contractor.

3.16 ACCESS TO WORK

The Owner and Architect shall, at all times, have access to the Work in preparation and progress wherever located.

3.17 ROYALTIES, PATENTS AND COPYRIGHTS

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect.

3.18 INDEMNIFICATION

3.18.1 INDEMNITY

OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS OWNER, ITS EMPLOYEES, AND ASSIGNS (THE "INDEMNIFIED PARTIES" OR "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS CONTRACT, TO THE EXTENT CAUSED BY THE NEGLIGENT OR WILLFUL ACTS OR OMISSIONS OF THE CONTRACTOR, SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE. CONTRACTOR SHALL NOT BE REQUIRED TO INDEMNIFY, HOLD HARMLESS OR DEFEND THE INDEMNIFIED PARTIES AGAINST A CLAIM CAUSED BY THE NEGLIGENCE OR FAULT, OR THE BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD, OR RULE OF THE INDEMNITEE, OR OTHER PARTY OTHER THAN CONTRACTOR OR ITS AGENT, EMPLOYEE, OR SUBCONTRACTOR OF ANY TIER, EXCEPT THAT CONTRACTOR SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND THE INDEMNIFIED PARTIES AGAINST ANY CLAIMS FOR THE BODILY INJURY OR DEATH OF AN EMPLOYEE OF CONTRACTOR, ITS AGENTS, OR IT SUBCONTRACTORS OF ANY TIER.

3.18.2 INDEMNITY – EMPLOYEE PERSONAL INJURY CLAIMS

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

3.18.3

THE CONTRACTOR'S INDEMNITY OBLIGATIONS UNDER THIS **SECTION 3.18** SHALL ALSO SPECIFICALLY INCLUDE, WITHOUT LIMITATION, ALL FINES, PENALTIES,

DAMAGES, LIABILITY, COSTS, EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES) ARISING OUT OF, OR IN CONNECTION WITH, ANY (1) VIOLATION OF OR FAILURE TO COMPLY WITH ANY LAW, STATUTE, ORDINANCE, RULE, REGULATION, CODE OR REQUIREMENT OF A PUBLIC AUTHORITY THAT BEARS UPON THE PERFORMANCE OF THE WORK BY THE CONTRACTOR, A SUBCONTRACTOR, OR ANY PERSON OR ENTITY FOR WHOM EITHER IS RESPONSIBLE, (2) MEANS, METHODS, PROCEDURES, TECHNIQUES, OR SEQUENCES OF EXECUTION OR PERFORMANCE OF THE WORK, AND (3) FAILURE TO SECURE AND PAY FOR PERMITS, FEES, APPROVALS, LICENSES, AND INSPECTIONS AS REQUIRED UNDER THE CONTRACT DOCUMENTS, OR ANY VIOLATION OF ANY PERMIT OR OTHER APPROVAL OF A PUBLIC AUTHORITY APPLICABLE TO THE WORK, BY THE CONTRACTOR, A SUBCONTRACTOR, OR ANY PERSON OR ENTITY FOR WHOM EITHER IS RESPONSIBLE.

ARTICLE 4
ARCHITECT

4.1 GENERAL

4.1.1
The Owner shall retain an architect lawfully licensed to practice architecture or an entity lawfully practicing architecture in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Contract and is referred to throughout the Contract Documents as if singular in number.

4.1.2
Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor and Architect. Consent shall not be unreasonably withheld.

4.1.3
In the event that Owner has not engaged an architect and an architect is not identified in the Contract, but, rather, engages an engineer for the Project, all references made in these General Conditions to the "Architect" shall mean and include the engineer identified as the "Engineer" in the Contract and all duties, responsibilities and limitations of authority of the Architect, as set forth in the Contract Documents, shall apply to the Engineer.

4.2 ADMINISTRATION OF THE CONTRACT

4.2.1
The Architect will provide administration of the Contract as described in the Owner-Architect Agreement. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

4.2.2

The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in **Paragraph 3.3.1**.

4.2.3

On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

4.2.4 COMMUNICATIONS AND CONTRACT ADMINISTRATION

Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to relate relevant communications between Owner and Architect to the Architect. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

4.2.5

If included in Architect's scope of work, the agreement between Owner and Architect, or if requested by the Owner, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts based on the Architect's evaluations of the Contractor's Applications for Payment.

4.2.6

To the extent permitted by the agreement between Owner and Architect, the Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect, in consultation with the Owner,

will have authority to require inspection or testing of the Work in accordance with **Paragraphs 13.5.2 through 13.5.3**, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect or the Owner to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

4.2.7

To the extent provided in the agreement between Owner and Architect, the Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Owner and Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under **Sections 3.3, 3.5, and 3.12**. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

4.2.8

If requested by Owner, the Architect will prepare Change Orders and Construction Change Directives with the Owner's prior written consent, but the Architect may authorize minor changes in the Work as provided in the agreement between Owner and Architect, or in **Section 7.4**. If requested by Owner, the Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in **Paragraph 3.7.4**.

4.2.9

If requested by Owner, the Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to **Section 9.8**; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to **Section 9.10**; and issue a final Certificate for Payment pursuant to **Section 9.10**.

4.2.10
If the Owner and Architect agree, the Architect will provide one or more project representatives to assist in carrying out the Architect's responsibilities at the site. The duties, responsibilities, and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

4.2.11
If requested by Owner, the Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

4.2.12
Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings.

4.2.13
The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents, and if approved by Owner.

4.2.14
The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5
SUBCONTRACTORS

5.1 DEFINITIONS

5.1.1
A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

5.1.2
A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is

referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

5.2 AWARD OF SUBCONTRACTS

5.2.1 FOR CONSTRUCTION MANAGER AT-RISK CONTRACTS

The Construction Manager shall publicly advertise for bids or proposals and receive bids or proposals from trade contractors or Subcontractors for the performance of all major elements of the work other than the minor work that may be included in the general conditions. The Construction Manager may seek to perform portions of the work itself if:

.1 the Construction Manager submits its bid or proposal for those portions of the Work in the same manner as all other trade contractors or Subcontractors; and

.2 the Owner determines that the Construction Manager's bid or proposal provides the best value for the Owner.

.3 Review of Bids or Proposals. Construction Manager shall review all trade contractor or Subcontractor bids or proposals in a manner that does not disclose the contents of the bid or proposal during the selection process to a person not employed by the Construction Manager, Architect, Engineer, or Owner. All bids or proposals shall be made available to the Owner on request and to the public after the later of the award of the Contract or the **seventh (7th) business day** after the date of final selection of bids or proposals. If the Construction Manager reviews, evaluates, and recommends to the Owner a bid or proposal from a trade contractor or subcontractor but the Owner requires another bid or proposal to be accepted, the Owner shall compensate the Construction Manager by a change in the Contract Sum, Contract Time, or Cost of the Work for any additional cost and risk that the Construction manager incurs because of the Owner's requirement that another bid or proposal be accepted.

5.2.2

The Contractor shall not contract with a proposed Subcontractor, person, or entity to whom the Owner has made reasonable objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made a reasonable objection.

5.2.3

If the Owner has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time may be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract

Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

5.2.4

The Contractor shall not substitute a Subcontractor, person, or entity previously selected if the Owner makes reasonable objection to such substitution.

5.3 SUBCONTRACTUAL RELATIONS

5.3.1

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by these Documents, assumes toward the Owner. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

5.3.2

All subcontracts shall be in writing and, if requested, Contractor shall provide Owner with copies of executed subcontracts.

5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

5.4.1

The Contract is for Owner's benefit, its successors and assigns who, as well as Contractor, may directly enforce all rights and warranties, express or implied herein, but Subcontractors shall have recourse only against Contractor and not against Owner. Owner may rely solely upon Contractor for enforcement of all Subcontracts. To effect such purpose, Contractor assigns to Owner all right to bring any actions against subcontractors and material vendors without waiver by Owner of his right against Contractor because of defaults, delays and

effects for which a subcontractor or material vendor may also be liable, said assignment being effective only if:

.1 Contractor is in default under the Contract Documents; or

.2 Owner has terminated the Contract in accordance with the Contract Documents; and

.3 Only for those subcontract agreements which the Owner accepts by notifying the Subcontractor and Contractor in writing; and

.4 The assignment is subject to the prior rights of the surety, if any, obligated under any bond relating to the Contract.

5.4.2
Upon such assignment, if the Work has been suspended for more than **thirty (30) calendar days**, the Subcontractor's compensation may be equitably adjusted for increases in cost resulting from the suspension.

5.4.3
Upon such assignment to the Owner under this **Section 5.4**, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

5.4.4
The Architect and the Owner shall have the right to request from any Subcontractor at any time during the course of construction, a notarized affidavit stating the amount of monies which have been paid to the Subcontractor as of any certain stipulated date.

ARTICLE 6
CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

6.1.1
The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in **Article 15**.

6.1.2
When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Contract.

6.1.3
The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Owner until subsequently revised.

6.2 MUTUAL RESPONSIBILITY

6.2.1
The Contractor shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

6.2.2
If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect and the Owner apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

6.2.3
The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a separate contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a separate contractor's delays, improperly timed activities, damage to the Work or defective construction.

6.2.4
The Contractor shall promptly remedy damage the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or separate contractors as provided in **Paragraph 10.2.5**.

6.2.5
The Owner and each separate contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in **Section 3.14**.

6.2.6
All separate contractors shall sign a site access agreement with Contractor setting forth duties, responsibilities, safety, and administrative requirements.

6.3 OWNER'S RIGHT TO CLEAN UP
If a dispute arises among the Contractor, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and allocate the cost among those responsible.

ARTICLE 7
CHANGES IN THE WORK

7.1 GENERAL

7.1.1
Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this **Article 7** and elsewhere in the Contract Documents.

7.1.2
A Change Order shall be based upon agreement among the Owner, Contractor and Architect; a Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor; an order for a minor change in the Work may be issued by the Owner or Architect alone.

7.1.3
Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work. Except as permitted in **Section 7.3** and **Paragraph 9.7.2**, a change in the Contract Sum or the Contract Time shall be accomplished only by Change Order. Accordingly, no course of conduct or dealings between the parties, nor express or implied acceptance of alterations or additions to the Work, and no claim that Owner has been unjustly enriched by any alteration of or addition to the Work, whether or not there is, in fact, any unjust enrichment to the Work, shall be the basis of any Claim to an increase in any amounts due under the Contract Documents or a change in any time period provided for in the Contract Documents.

7.2 CHANGE ORDERS

7.2.1
A Change Order is a written instrument signed by the Owner, Contractor and Architect stating their agreement upon all of the following:

.1 The change in the Work;

.2 The amount of the adjustment, if any, in the Contract Sum; and

.3 The extent of the adjustment, if any, in the Contract Time.

7.2.2
Contractor's Change Order shall set forth in clear and precise detail breakdowns of labor and materials for all trades involved and the estimated impact on the dates of Substantial Completion. Contractor shall furnish supporting data as reasonably requested by Owner.

7.2.3
Agreement on any Change Order shall constitute a final settlement of all matters relating to the change in the Work that is the subject of the Change Order, including, but not limited to, all direct and indirect costs associated with such change and any and all adjustments to the Contract Sum and the construction schedule.

7.3 CONSTRUCTION CHANGE DIRECTIVES

7.3.1
A Construction Change Directive is a written order signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

7.3.2
A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

7.3.3
If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

.1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;

.2 Unit prices stated in the Contract Documents or subsequently agreed upon;

.3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or

.4 As provided in **Paragraph 7.3.7**.

7.3.4
If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

7.3.5
Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

7.3.6
A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

7.3.7
If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Owner shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Contract, or if no such amount is set forth in the Contract, a reasonable amount. In such case, and also under **Paragraph 7.3.3.3**, the Contractor shall keep and present, in such form as the Owner or Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this **Paragraph 7.3.7** shall be limited to the following:

.1 Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;

.2 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;

.3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;

.4 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and

.5 Additional costs of supervision and field office personnel directly attributable to the change.

7.3.8

The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Owner or the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

7.3.9

Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Owner will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Owner determines to be reasonably justified. The Owner's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of Contractor to disagree and assert a Claim in accordance with **Article 15**.

7.3.10

When the Owner and Contractor agree with a determination made concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

7.4 MINOR CHANGES IN THE WORK

If permitted in the agreement between Owner and Architect, the Architect has authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents.

ARTICLE 8
TIME

8.1 CONTRACT TIME

TIME IS AN ESSENTIAL ELEMENT OF THE CONTRACT. The Contract Time is the time between the dates indicated in the Notice to Proceed for commencement of the Work and for achieving Substantial Completion. The Contract Time can be modified only by Change Order. Failure to achieve Substantial Completion within the Contract Time, as otherwise agreed to in writing, will cause damage to Owner and may subject Contractor to liquidated damages as provided in the Contract. If Contractor fails to achieve Final Completion within **thirty (30) calendar days** after Substantial Completion or a mutually agreed upon longer period of time between Contractor and Owner, Contractor shall be responsible for Owner's additional inspection, project management, and maintenance cost to the extent caused by Contractor's failure to achieve Final Completion.

8.2 NOTICE TO PROCEED

Owner will issue a Notice to Proceed which shall state the dates for beginning the Work and for achieving Substantial Completion of the Work.

8.3 WORK PROGRESS SCHEDULE

Unless indicated otherwise, Contractor shall submit to Owner and Architect the initial Work Progress Schedule for the Work in relation to the entire Project not later than **twenty-one (21) calendar days** after the effective date of the Notice to Proceed. Unless indicated otherwise, the Work Progress Schedule shall be computerized Critical Path Method (CPM) with fully editable logic. This initial schedule shall indicate the dates for starting and completing the various aspects required to complete the Work, including mobilization, procurement, installation, testing, inspection, delivery of Close-out Documents, and acceptance of all the Work of the Contract. When acceptable to Owner, the initially accepted schedule shall be the Baseline Schedule for comparison to actual conditions throughout the Contract duration.

8.3.1 SCHEDULE REQUIREMENTS

Contractor shall submit electronic and paper copy of the initial Work Progress Schedule reflecting accurate and reliable representations of the planned progress of the Work, the Work to date if any, and of Contractor's actual plans for its completion. Contractor shall organize and provide adequate detail, so the schedule is capable of measuring and forecasting the effect of delaying events on completed and uncompleted activities.

.1 Contractor shall resubmit initial schedule as required to address review comments from Architect and Owner until such schedule is accepted as the Baseline Schedule.

.2 Submittal of a schedule, schedule revision or schedule update constitutes Contractor's representation to Owner of the accurate depiction of all progress to date and that Contractor will follow the schedule as submitted in performing the Work.

8.3.2 SCHEDULE UPDATES

Contractor shall update the Work Progress Schedule and the Submittal Register monthly, as a minimum, to reflect progress to date and current plans for completing the Work, while maintaining original schedule as Baseline Schedule and submit electronic copies of the update to Owner and Architect as directed, but as a minimum with each request for payment. Owner has no duty to make progress payments unless accompanied by the updated Work Progress Schedule. Show the anticipated date of completion reflecting all extensions of time granted through Change Order as of the date of the update. Contractor may revise the Work Progress Schedule when in Contractor's judgment it becomes necessary for the management of the Work. Contractor shall identify all proposed changes to schedule logic to Owner and to Architect via an executive summary accompanying the updated schedule for review prior to final implementation of revisions into a revised Baseline Schedule. Schedule changes that materially impact Owner's operations shall be communicated promptly to Owner and Architect and shall not be incorporated into the revised Baseline Schedule without Owner's consent.

8.3.3

The Work Progress Schedule is for Contractor's use in managing the Work and submittal of the schedule, and successive updates or revisions, is for the information of Owner and to demonstrate that Contractor has complied with requirements for planning the Work. Owner's acceptance of a schedule, schedule update, or revision constitutes Owner's agreement to coordinate its own activities with Contractor's activities as shown on the schedule.

.1 Acceptance of the Work Progress Schedule, or update and/or revision thereto does not indicate any approval of Contractor's proposed sequences and duration.

.2 Acceptance of a Work Progress Schedule update or revision indicating early or late completion does not constitute Owner's consent, alter the terms of the Contract, or waive either Contractor's responsibility for timely completion or Owner's right to damages for Contractor's failure to do so.

.3 Scheduled dates for completion of any activity or the entire Work do not constitute a change in terms of the Contract. Change Orders are the only method of modifying the Substantial Completion Date(s) and Contract Time.

8.4 COMPLETION OF WORK

Contractor is accountable for completing the Work within the Contract Time stated in the Contract, or as otherwise amended by Change Order.

8.4.1

If, in the judgment of Owner, the work is behind schedule and the rate of placement of Work is inadequate to regain scheduled progress to ensure timely completion of the entire Work or

a separable portion thereof, Contractor, when so informed by Owner, shall immediately take action to increase the rate of work placement by:

.1 An increase in working forces.

.2 An increase in equipment or tools.

.3 An increase in hours of work or number of shifts.

.4 Expedite delivery of materials.

.5 Other action proposed, if acceptable to Owner.

8.4.2
Within **ten (10) calendar days** after such notice from Owner, Contractor shall notify Owner in writing of the specific measures taken or planned to increase the rate of progress. Contactor shall include an estimate as to the date of scheduled progress recovery and an updated Work Progress Schedule illustrating Contractor's plan for achieving timely completion of the Project. Should Owner deem the plan of action inadequate, Contractor shall take additional steps or make adjustments, as necessary, to its plan of action until it meets with Owner's approval.

8.5 MODIFICATION OF CONTRACT TIME

8.5.1
Delays and extension of time as hereinafter described are valid only if executed in accordance with provisions set forth in **Article 7**.

8.5.2
When a delay defined herein as excusable prevents Contractor from completing the Work within the Contract Time, Contractor is entitled to an extension of time. Owner will make an equitable adjustment and extend the number of days lost because of excusable delay or Weather Days, as measured by Contractor's progress schedule. All extensions of time will be granted in calendar days. In no event, however, will an extension of time be granted for delays that merely extend the duration of non-critical activities without delaying the project Substantial Completion date(s).

.1 A "Weather Day" is a day on which Contractor's current schedule indicates Work is to be done, and on which inclement weather or related site conditions prevent Contractor from performing **seven (7) continuous hours** of Work on the critical path between the hours of 7:00 a.m. and 6:00 p.m.

A. Weather days are excusable delays and, in the event of precipitation, Contractor may claim **one (1) Weather Day** for each day of the duration of the precipitation plus an additional day for each **tenth (1/10th) of an inch** of accumulation as determined by a third-party website agreed upon by Owner and Contractor.

B. At the end of each calendar month, Contractor shall submit to Owner and Architect a list of Weather Days occurring in that month along with documentation of the impact on critical activities. Based on confirmation by Owner, any time extension granted will be issued by Change Order. If Contractor and Owner cannot agree on the time extension, Owner may issue a Construction Change Directive (CCD) for a fair and reasonable time extension.

.2 Excusable Delay. Contractor is entitled to an equitable adjustment of the Contract Time, issued via Change Order, for delays caused by the following:

A. Errors, omissions, and imperfections in design, which Architect corrects by means of changes in the Drawings and Specifications.

B. Unanticipated physical conditions at the Site, which Architect corrects by means of changes to the Drawings and Specifications or for which Owner directs changes in the Work identified in the Contract Documents.

C. Failure of Owner to have secured property, right-of-way, or easements necessary for Work to begin or progress.

D. Changes in the Work that effect activities identified in Contractor's schedule as "critical" to completion of the entire Work, if such changes are ordered by Owner or recommended by Architect and ordered by Owner.

E. Suspension of Work for unexpected natural events, Force Majeure (sometimes called "acts of God"), civil unrest, strikes or other events which are not within the reasonable control of Contractor.

F. Suspension of Work for convenience of Owner, which prevents Contractor from completing the Work within the Contract Time.

G. Administrative delays caused by activities or approval requirements related to an Authority Having Jurisdiction.

8.5.3

Contractor's relief in the event of such delays is the time impact to the critical path as determined by analysis of Contractor's schedule. In the event that Contractor incurs additional direct costs because of the excusable delays other than described in **Subparagraph**

8.5.2.2.D and within the reasonable control of Owner, the Contract Sum and Contract Time are to be equitably adjusted by Owner pursuant to the provisions of **Article 7**.

8.6 NO DAMAGES FOR DELAY

Due to the unique requirements of working within a public facility which may be shared with other user-groups and adjacent to other public facilities, Owner may, at any time, restrict the Work to non-disruptive activities to reduce noise, vibration, air pollution, or any other nuisance, intrusion, or danger affecting adjacent public functions and duties. In each case, Owner will make a good faith effort to provide sufficient advanced notice of restriction to Contractor; and, Contractor shall make a good faith effort to reallocate activities, materials, and forces onsite to avoid delay to the project schedule. Contractor has no claim for monetary damages for delay or hindrances to the Work from any cause, including, without limitation, any act or omission of Owner.

8.7 CONCURRENT DELAY

When the completion of the Work is simultaneously delayed by an excusable delay and a delay arising from a cause not designated as excusable, Contractor may not be entitled to a time extension for the period of concurrent delay.

8.8 OTHER TIME EXTENSION REQUESTS

Time extensions requested in association with changes to the Work directed or requested by Owner shall be included with Contractor's proposed costs for such change. Time extensions requested for inclement weather are covered by **Paragraph 8.5.2.1** above. If Contractor believes that the completion of the Work is delayed by a circumstance other than for changes directed to the Work or weather, they shall give Owner written notice, stating the nature of the delay and the activities potentially affected, within **five (5) calendar days** after the onset of the event or circumstance giving rise to the excusable delay. Contractor shall provide sufficient written evidence to document the delay. In the case of a continuing cause of delay, only one claim is necessary. State claims for extensions of time in numbers of whole or half days.

8.8.1

Within **ten (10) calendar days** after the cessation of the delay, Contractor shall formalize its request for extension of time in writing to include a full analysis of the schedule impact of the delay and substantiation of the excusable nature of the delay. All changes to the Contract Time or made as a result of such claims is by Change Order, as set forth in **Article 7**.

8.8.2

No extension of time releases Contractor or the Surety furnishing a performance or payment bond from any obligations under the Contract or such a bond. Those obligations remain in full force until the discharge of the Contract.

8.8.3 CONTENTS OF TIME EXTENSION REQUESTS

Contractor shall provide with each Time Extension Request a quantitative demonstration of the impact of the delay on project completion time, based on the Work Progress Schedule. Contractor shall include with Time Extension Requests a reasonably detailed narrative setting forth:

.1 The nature of the delay and its cause; the basis of Contractor's claim of entitlement to a time extension.

.2 Documentation of the actual impacts of the claimed delay on the critical path indicated in Contractor's Work Progress Schedule, and any concurrent delays.

.3 Description and documentation of steps taken by Contractor to mitigate the effect of the claimed delay, including, when appropriate, the modification of the Work Progress Schedule.

8.8.4 OWNER'S RESPONSE

Owner will respond to the Time Extension Request by providing to Contractor written notice of the number of days granted, if any, and giving its reason if this number differs from the number of days requested by Contractor.

.1 Owner will not grant time extensions for delays that do not affect the Contract Substantial Completion date.

.2 Owner will respond to each properly submitted Time Extension Request within **fifteen (15) calendar days** following receipt. If Owner cannot reasonably make a determination about Contractor's entitlement to a time extension within that time, Owner will notify Contractor in writing. Unless otherwise agreed by Contractor, Owner has no more than **fifteen (15) additional calendar days** to prepare a final response. If Owner fails to respond within **forty-five (45) calendar days** from the date the Time Extension Request is received, Contractor is entitled to a time extension in the amount requested.

8.9 FAILURE TO COMPLETE WORK WITHIN THE CONTRACT TIME

TIME IS AN ESSENTIAL ELEMENT OF THE CONTRACT. Contractor's failure to substantially complete the Work within the Contract Time or to achieve Substantial Completion as required will cause damage to Owner. These damages shall be liquidated by agreement of Contractor and Owner, in the amount per day as set forth in the Contract.

8.10 LIQUIDATED DAMAGES

Owner may collect liquidated damages due from Contractor directly or indirectly by reducing the Contract Sum in the amount of liquidated damages stated in the Contract.

ARTICLE 9
PAYMENTS AND COMPLETION

9.1 CONTRACT SUM

The Contract Sum is stated in the Contract and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

9.2 SCHEDULE OF VALUES

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price ("GMP"), the Contractor shall submit to the Owner and Architect, before the first Application for Payment, a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. This schedule, unless objected to by the Owner, shall be used as a basis for reviewing the Contractor's Applications for Payment.

9.3 APPLICATIONS FOR PAYMENT

9.3.1

As provided in the Contract and in the Contract Documents, the Contractor shall submit to the Owner and Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under **Section 9.2**., for completed portions of the Work. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner or Architect may require, such as copies of requisitions from Subcontractors and material suppliers, and shall reflect retainage if provided for in the Contract Documents.

.1 As provided in **Paragraph 7.3.9**, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Owner or the Architect, but not yet included in Change Orders.

.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or material supplier, unless such Work has been performed by others whom the Contractor intends to pay.

.3 If requested by Owner or required elsewhere in the Contract Documents, Each Application for Payment shall be accompanied by the following, all in a form and substance satisfactory to the Owner:

a) With each Application for Payment: a current Sworn Statement from the Contractor setting forth all Subcontractors and all material suppliers with whom the Contractor has subcontracted, the amount of each such subcontract, the amount requested for any Subcontractor or material supplier in the Application for Payment, and the amount to be paid to the Contractor from such progress payment;

b) With each Application for Payment: a duly executed Conditional Waiver and Release on Progress Payment from the Contractor and Subcontractors establishing receipt of payment or satisfaction of the payment requested by the Contractor in the current Application for Payment;

c) Commencing with the second Application for Payment submitted by the Contractor, a duly executed Unconditional Waiver and Release on Progress Payment from Contractor and all Subcontractors, material suppliers and, where appropriate, lower tier subcontractors that have billed more than **five thousand dollars ($5,000)** on a single application of payment, establishing receipt of payment or satisfaction of payment of all amounts requested on behalf of such entities and disbursed prior to submittal by the Contractor of the current Application for Payment;

d) With the Final Application for Payment: Contractor shall submit a Conditional Waiver and Release on Final Payment as required by **Texas Property Code, §53.284**. Upon receipt of final payment, Contractor shall submit an Unconditional Waiver and Release on Final Payment as required by **Texas Property Code, §53.284**; and

e) Such other information, documentation, and materials as the Owner, or the title insurer may require in order to ensure that Owner's property is free of lien claims. Such other documents may include, without limitation, original copies of lien or bond claim releases suitable for filing with the County Clerk in Williamson County, Texas.

9.3.2

Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

9.3.3

The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, bond claims, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

.1 The Contractor further expressly undertakes to defend Owner, at the Contractor's sole expense, against any actions, lawsuits, or proceedings brought against Owner as a result of liens filed against the Work, the site of any of the Work, the Project site and any improvements thereon, or any portion of the property of any of Owner (referred to collectively as "liens" in this **Paragraph 9.3.3**), provide the Owner has paid Contractor pursuant to the requirements of the Contract Documents. The Contractor hereby agrees to indemnify and hold Owner harmless against any such liens or claims of lien and agrees to pay any judgment or lien resulting from any such actions, lawsuits, or proceedings.

.2 The Owner shall release any payments withheld due to a lien or bond claims if the Contractor obtains security acceptable to the Owner, however, the Contractor shall not be relieved of any responsibilities or obligations under this **Paragraph 9.3.3**, including, without limitation, the duty to defend and indemnify Owner.

.3 Retainage. The Owner shall withhold from each progress payment, as retainage, **five percent (5%)** of the total earned amount. Retainage so withheld shall be managed in conformance with **Texas Government Code, Chapter 2252, Subchapter B**. Any request for reduction or release of retainage shall be accompanied by written consent of the Contractor's Surety. No such request shall be made until the Contractor has earned at least **sixty-five percent (65%)** of the total Contract Sum.

.4 For purposes of **Texas Government Code, §2251.021 (a)(2)**, the date the performance of service is completed is the date when the Owner's representative approves the Application for Payment.

9.4 CERTIFICATES FOR PAYMENT

9.4.1

The Architect will, within **seven (7) business days** after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the

Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in **Paragraph 9.5.1**.

9.4.2

The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data comprising the Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

9.5 DECISIONS TO WITHHOLD CERTIFICATION

9.5.1

The Owner or Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Owner or Architect's opinion the representations to the Owner required by **Paragraph 9.4.2** cannot be made. If the Owner or Architect is unable to certify payment in the amount of the Application, the Owner or Architect will notify the Contractor. If the Contractor and Architect, or Contractor and Owner, as the case may be, cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount that can be certified. The Owner or Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Owner or Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in **Paragraph 3.3.2**, because of

.1 defective Work not remedied;

.2 third party claims filed or reasonable evidence indicating probable filing of such claims;

.3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;

.4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;

.5 damage to the Owner or a separate contractor;

.6 failure to maintain the scheduled progress, or reasonable evidence that the Work will not be completed within the Contract Time;

.7 failure to comply with the requirements of **Texas Government Code, Chapter 2258** (Prevailing Wage Law);

.8 failure to include sufficient documentation to support the amount of payment requested for the Project;

.9 failure to obtain, maintain, or renew insurance coverage, payment/performance bonds or warranty bond required by the Contract Documents; or

.10 repeated failure to carry out the Work in accordance with the Contract Documents.

9.5.2
When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

9.6 PROGRESS PAYMENTS

9.6.1
The Owner shall make payment in the manner and within the time provided in the Contract Documents and in accordance with **Texas Government Code, Chapter 2251**.

9.6.2
The Contractor shall pay each Subcontractor no later than **ten (10) calendar days** after receipt of payment from the Owner the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

9.6.3
The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers amounts paid by the

Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within **seven (7) calendar days**, the Owner shall have the right to contact Subcontractors to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor, except as may otherwise be required by law.

9.6.4
Contractor payments to material and equipment suppliers shall be treated in a manner similar to that provided in **Paragraph 9.6.2**.

9.6.5
A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

9.7 FAILURE OF PAYMENT

9.7.1
If the Architect is required to issue Certificates for Payment and, through no fault of the Contractor, the Architect fails to timely issue Certificates for Payment in the time permitted in the Contract Documents, or if the Owner does not pay the Contractor by the date established in the Contract Documents, then the Contractor may, upon **twenty-one (21) business days** written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received.

9.7.2
If the Owner is entitled to reimbursement or payment from the Contractor under or pursuant to the Contract Documents, such payment shall be made promptly upon demand by the Owner. Notwithstanding anything contained in the Contract Documents to the contrary, if the Contractor fails to promptly make any payment due the Owner, or if the Owner incurs any costs and expenses to cure any default of the Contractor or to correct defective work, the Owner shall have an absolute right to offset such amount against the Contract Sum and may, in the Owner's sole discretion, elect either to (1) deduct an amount equal to that which the Owner is entitled from any payment then or thereafter due the Contractor from the Owner, or (2) issue a written notice to the Contractor reducing the Contract Sum by an amount equal to that which the Owner is entitled.

9.8 SUBSTANTIAL COMPLETION

9.8.1
Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use; provided, however, that as a

condition precedent to Substantial Completion, the Owner has received all certificates of occupancy and any other permits, approvals, licenses, and other documents from any governmental authority having jurisdiction thereof necessary for the beneficial occupancy of the Project.

9.8.2
When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Owner and Architect a comprehensive list of items to be completed or corrected prior to final payment (punch list). Failure to include an item on the punch list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

9.8.3
Upon receipt of the Contractor's punch list, the Owner and Architect will examine the Work to determine whether the Work or designated portion thereof is substantially complete. If the Owner and/or Architect's examination discloses any item, whether or not included on the Contractor's punch list, that is not sufficiently complete in accordance with the Contract Documents, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Owner or Architect. In such case, the Contractor shall then submit a request for another examination by the Owner or Architect to determine Substantial Completion.

9.8.4
When the Work or designated portion thereof is substantially complete, the Architect, if required by the Contract Documents, or Owner will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Unless otherwise provided, Contractor shall complete all items on the punch list within **thirty (30) calendar days** of Substantial Completion. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

9.8.5
The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage.

9.9 PARTIAL OCCUPANCY OR USE

9.9.1

The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under **Paragraph 11.3.1.5**, the surety, and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under **Paragraph 9.8.2**. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld.

9.9.2

Immediately prior to partial occupancy or use, the Owner, Contractor and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

9.9.3

Partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

9.10 FINAL COMPLETION AND FINAL PAYMENT

9.10.1

Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Owner and Architect will make such inspection and, when the Owner and Architect find the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in **Paragraph 9.10.2** as precedent to the Contractor's being entitled to final payment have been fulfilled. All warranties and guarantees required under or pursuant to the Contract Documents shall be assembled and delivered by the Contractor to the Architect as part of the final Application for Payment. The final Certificate for Payment will not be issued by the Architect until all warranties and guarantees have been received and accepted by the Owner.

9.10.2

Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Owner and Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work have been paid or otherwise satisfied, within the period of time required by **Texas Government Code, Chapter 2251**, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least **thirty (30) business days** prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety to final payment, (5) a warranty bond in a form acceptable to Owner, and (6) other data establishing payment or satisfaction of obligations, such as receipts, unconditional full and final releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner.

9.10.3

The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

.1 Claims, security interests or encumbrances arising out of the Contract and unsettled;

.2 failure of the Work to comply with the requirements of the Contract Documents; or

.3 terms of warranties required by the Contract Documents.

9.10.4

Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10
PROTECTION OF PERSONS AND PROPERTY

10.1 SAFETY PRECAUTIONS AND PROGRAMS

The Contractor and its Subcontractors shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

10.2 SAFETY OF PERSONS AND PROPERTY

10.2.1
The Contractor and its Subcontractors shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to

.1 employees on the Work and other persons who may be affected thereby;

.2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and

.3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement during construction.

10.2.2
The Contractor and its Subcontractors shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury, or loss. Notwithstanding any language to the contrary, the Owner shall not have any responsibility for job site inspections or safety recommendations. Any inspections or observations by the Owner or the Architect are solely for the benefit of the Owner and shall not create any duties or obligations to anyone else.

10.2.3
The Contractor and its Subcontractors shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

10.2.4
When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

10.2.5
The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in **Paragraphs 10.2.1.2 and 10.2.1.3** caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under **Paragraphs 10.2.1.2 and 10.2.1.3**, except damage or loss attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of

the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under **Section 3.18**.

10.2.6

The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

10.2.7

The Contractor and its Subcontractors shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding **twenty-one (21) calendar days** after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

10.2.9

When all or a portion of the Work is suspended for any reason, the Contractor shall securely fasten down all covering and fully protect the Work, as necessary, from injury or damage by any cause.

10.2.10

The Contractor shall promptly report in writing to the Owner and Architect all accidents arising out of or in connection with the Work that cause death, personal injury, or property damage.

10.3 HAZARDOUS MATERIALS

10.3.1

The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing.

10.3.2

Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written notice from the Owner.

10.3.3

The Owner shall not be responsible under this **Section 10.3** for materials or substances the Contractor brings to the site unless such materials or substances are expressly required by the Contract Documents. The Owner shall be responsible for materials or substances expressly required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

10.3.4

The Contractor shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Contractor brings to the site or negligently handles, or (2) where the Contractor fails to perform its obligations under **Paragraph 10.3.1**, except to the extent that the cost and expense are due to the Owner's fault or negligence.

10.4 EMERGENCIES

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time, if any, claimed by the Contractor on account of an emergency shall be determined as provided in **Article 7** and **Article 15**.

ARTICLE 11
INSURANCE AND BONDS

11.1 CONTRACTOR'S LIABILITY INSURANCE

11.1.1

The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

.1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;

.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;

.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;

.4 Claims for damages insured by usual personal injury liability coverage;

.5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;

.6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;

.7 Claims for bodily injury or property damage arising out of completed operations, which coverage shall be maintained for no less than **four (4) years** following final payment; and

.8 Claims involving contractual liability insurance applicable to the Contractor's obligations under **Section 3.18**.

11.1.2

The insurance required by **Paragraph 11.1.1** shall be written for not less than limits of liability specified in the Contract or the Contract Documents. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

11.1.3

Unless otherwise provided, copies of the insurance policies, in form acceptable to the Owner, shall be provided to Owner within **thirty (30) calendar days** of Owner's request. Except as otherwise provided, all of the policies provided shall name Owner as an additional insured, and such policies shall immediately deliver to Owner copies of all such insurance policies, together with certificates by the insurer evidencing Owner's coverage there under. Each policy of insurance obtained by Contractor pursuant to the Contract Documents shall provide, by endorsement or otherwise (1) that such policy shall not be canceled, endorsed, altered or reissued to effect a change in coverage for any reason or to any extent whatsoever unless the insurer shall have first given Owner and Lender at least **thirty (30) calendar days** prior written notice thereof, and (2) that Owner may, but shall not be obligated to, make premium payments to prevent the cancellation, endorsement, alteration or reissuance of such

policy and such payments shall be accepted by the insurer to prevent the same. Such policies shall provide, by endorsement or otherwise, that Contractor shall be solely responsible for the payment of all premiums under the policies, and that Owner shall have no obligation for the payment thereof, notwithstanding that Owner is named as additional insured under the policy. Any insured loss or claim of loss shall be adjusted to the Owner, and any settlement payments shall be made payable to the Owner as a trustee for the insureds, as their interests may appear. Upon the occurrence of an insured loss or claim of loss, monies received will be held by Owner who shall make distribution in accordance with an agreement to be reached in such event between Owner and Contractor. If the parties are unable to agree between themselves on the settlement of the loss, such dispute shall be resolved in accordance with **Article 15**, below, but the Work of the Project shall nevertheless progress during any such period of dispute without prejudice to the rights of any party to the dispute. The Contractor shall be responsible for any loss within the deductible area of the policy. If Owner is damaged by the failure of Contractor to purchase or maintain such insurance, then Contractor shall bear all costs properly attributable thereto. The Contractor shall affect and maintain similar property insurance on portions of the Work stored off the site or in transit when such portions of the Work are to be included. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until Final Completion of the Project.

11.1.4

The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

11.2 OWNER'S LIABILITY INSURANCE

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

11.3 PROPERTY INSURANCE

11.3.1

Unless otherwise provided in the Contract Documents, the Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in **Section 9.10** or until no

person or entity other than the Owner has an insurable interest in the property required by this **Section 11.3** to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

.1 Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss as well as coverage for building materials while in transit or building materials suitably stored at a temporary location. Property insurance provided by the Contractor shall not cover any tools, apparatus, machinery, scaffolding, hoists, forms, staging, shoring, and other similar items commonly referred to as construction equipment that may be on the site and the capital value of which is not included in the Work. The Contractor shall make its own arrangements for any insurance it may require on such construction equipment. Any such policy obtained by the Contractor under this **Paragraph 11.3.1** shall include a waiver of subrogation in accordance with the requirements of **Paragraph 11.3.4**.

.2 If the Contractor does not intend to purchase such property insurance required by the Contract and with all of the coverages in the amount described above, the Contractor shall so inform the Owner in writing prior to commencement of the Work. If the Owner is damaged by the failure or neglect of the Contractor to purchase or maintain insurance as described above, without so notifying the Owner in writing, then the Contractor shall bear all reasonable costs properly attributable thereto.

.3 Contractor shall be responsible for any deductibles to the extent that the loss arose out of or was cause by Contractor's negligence or breach of the Contract.

.4 This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.

.5 Partial occupancy or use in accordance with **Section 9.9** shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

11.3.2 WAIVERS OF SUBROGATION

The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect's consultants, separate contractors described in **Article 6**, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent of actual recovery of any insurance proceeds under any property insurance obtained pursuant to this **Section 11.3** or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance. However, this waiver shall not apply to property insurance purchased by Owner after completion of the Work or Final Payment, whichever comes first. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in **Article 6**, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

11.3.3

A loss insured under the property insurance shall be adjusted in good faith and made payable to the Owner in good faith for the insureds, as their interests may appear. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

11.4 BONDS

11.4.1

The Contractor is required to tender to Owner, prior to commencing the Work, performance and payment bonds, as required by law. In the event Contractor fails to provide such bonds within the time provided by the Contract, Owner may immediately, upon notice of such failure, or within a reasonable time thereafter, at its sole option and discretion: (1) void this Contract in its entirety; or (2) procure such bonds on behalf of the Contractor, deducting such amounts from the Contract Sum. In the event Owner voids the Contract under this **Section 11.4**, Contractor may forfeit its bid bond.

11.4.2

A Performance Bond is required if the Contract Sum is in excess of **fifty thousand dollars ($50,000)**. The performance bond is solely for the protection of the Owner, in the full amount of the Contract Sum and conditioned on the faithful performance of the Work in accordance with the Contract Documents. The form of the bond shall be approved by the Owner.

11.4.3
A Payment Bond is required if the Contract Sum is in excess of **twenty-five thousand dollars ($25,000)**. A payment bond is payable to the Owner, in the full amount of the Contract Sum and solely for the protection and use of payment bond beneficiaries who have a direct contractual relationship with the Contractor or a supplier of required materials or labor. The form of bond shall be approved by the Owner.

11.4.4 Warranty Bond.
Prior to final final payment, Contractor shall provide Owner with a Warranty Bond in the sum of ten percent (10%) of the Contract Sum or ten percent (10%) of the GMP for Construction Manager At-Risk Contracts for twelve (12) months from Substantial Completion of the Work. The form of bond shall be approved by the Owner.

11.4.5
Corporate sureties authorized to issue bonds shall be qualified and comply with relevant provisions of the Texas Insurance Code.

11.4.6
Each bond shall be executed by a corporate surety or sureties authorized to do business in the State of Texas and acceptable to the Owner. If any bond is for more than **ten percent (10%)** of the surety's capital and surplus, the Owner may require certification that the company has reinsured the excess portion with one or more reinsurers authorized, accredited, or trusteed to do business in the State. A reinsurer may not reinsure for more than **ten percent (10%)** of its capital and surplus. If a surety upon a bond loses its authority to do business in the State, the Contractor shall within **thirty (30) calendar days** after such loss furnish a replacement bond at no added cost to the Owner.

11.4.7
Each bond shall be accompanied by a valid Power-of-Attorney (issued by the surety company and attached, signed and sealed with the corporate embosses seal, to the bond) authorizing the attorney in fact who signs the bond to commit the company to the terms of the bond, and stating any limit in the amount for which the attorney can issue a single bond.

11.4.8
The process of requiring and accepting bonds and making claims thereunder shall be conducted in compliance with **Texas Government Code, Chapter 2253**. If for any reason a statutory payment or performance bond is not honored by the surety, the Contractor shall fully indemnify and hold the Owner harmless of and from any costs, losses, obligations or liabilities it incurs as a result.

11.4.9
Owner shall furnish certified copies of a payment bond and the related Contract between Owner and Contractor to any qualified person seeking copies who complies with **Texas Government Code, §2253.026**.

11.4.10 Claims on Payment Bonds.
Claims on payment bonds must be sent directly to the Contractor and its surety in accordance with Texas Government Code, §2253.041. All Payment Bond claimants are cautioned that no lien exists on the funds unpaid to the Contractor on such contract, and that reliance on notices sent to the Owner may result in loss of their rights against the Contractor and/or its surety. The Owner is not responsible in any manner to a claimant for collection of unpaid bills, and accepts no such responsibility because of any representation by any agent or employee.

11.4.11 Payment Claims when Payment Bond not Required.
When the value of the Contract between Owner and the Contractor is less than twenty-five thousand dollars ($25,000), claimants and their rights are governed by Texas Property Code, §53.231-239. These provisions set out the requirements for filing a valid lien on funds unpaid to the Contractor as of the time of filing the claim, actions necessary to release the lien and satisfaction of such claims.

11.4.12
Sureties shall be listed on the **Department of the Treasury's Listing of Approved Sureties** stating companies holding Certificates of Authority as acceptable sureties on Federal Bonds and acceptable reinsuring companies (Department Circular 570).

11.5 GENERAL REQUIREMENTS

11.5.1
Unless otherwise provided in the Contract Documents, all insurance coverage procured by the Contractor shall be provided by insurance companies having policy holder ratings no lower than "A" and financial ratings not lower than "VIII" in the Best's Insurance Guide, the latest edition in effect as of the date of the Contract, and subsequently in effect at the time of renewal of any policies required by the Contract Documents.

11.5.2
If the Owner is damaged by failure of the Contractor to purchase or maintain insurance required under this **Article 11**, then the Contractor shall bear all reasonable costs (including attorneys' fees and court and settlement expenses) properly attributable thereto.

ARTICLE 12
UNCOVERING AND CORRECTION OF WORK

12.1 UNCOVERING OF WORK

12.1.1
If a portion of the Work is covered contrary to the Owner or Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Owner or Architect, be uncovered for examination and be replaced at the Contractor's expense without change in the Contract Time. If prior to the date of Substantial Completion the Contractor, a Subcontractor, or anyone for whom either is responsible uses or damages any portion of the Work (other than start-up), including, without limitation, mechanical, electrical, plumbing, and other building systems, machinery, equipment, or other mechanical device, the Contractor shall cause such item to be restored to "like new" condition at no expense to the Owner.

12.1.2
If a portion of the Work has been covered that the Owner or Architect has not specifically requested to examine prior to its being covered, the Owner or Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

12.2 CORRECTION OF WORK

12.2.1
The Contractor shall promptly correct Work rejected by the Owner or Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

12.2.2 AFTER SUBSTANTIAL COMPLETION

.1 In addition to the Contractor's obligations under **Section 3.5**, if, within **one (1) year** after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under **Paragraph 9.9.1**, or by terms of an applicable special warranty required by the Contract Documents, any

of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so. The Owner shall give such notice promptly after discovery of the condition. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may, without prejudice to any other remedies, correct it in accordance with **Section 2.4** or file a claim with the surety of any applicable warranty bond.

.2 The **one (1)-year** period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

12.2.3

The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

12.2.4

The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

12.2.5

Nothing contained in this **Section 12.2** shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the **one (1)-year** period for correction of Work as described in **Paragraph 12.2.2** relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

12.3 ACCEPTANCE OF NONCONFORMING WORK

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13
MISCELLANEOUS PROVISIONS

13.1 GOVERNING LAW

The Contract shall be governed by the law of Williamson County, Texas.

13.2 SUCCESSORS AND ASSIGNS

The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Except as provided in the Contract Documents or by law, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

13.3 WRITTEN NOTICE

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

13.4 RIGHTS AND REMEDIES

13.4.1

Except as expressly provided in the Contract Documents, duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

13.4.2

No action or failure to act by the Owner, Architect or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.

13.5 TESTS AND INSPECTIONS

13.5.1

Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority. The Contractor shall give the Owner and Architect timely notice of when and where tests and inspections are to be made so that the Owner and Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals where building

codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Contractor.

13.5.2
If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under **Paragraph 13.5.1**, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Owner and Architect of when and where tests and inspections are to be made so that the Owner and Architect may be present for such procedures.

13.5.3
If such procedures for testing, inspection or approval under **Paragraphs 13.5.1 and 13.5.2** reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure including those of repeated procedures and compensation for the Architect's services and expenses shall be at the Contractor's expense. The Contractor also agrees the cost of testing services related to remedial operations performed to correct deficiencies in the Work, shall be borne by the Contractor.

13.5.4
Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Owner and Architect.

13.5.5
If the Architect is to observe tests, inspections or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

13.5.6
Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

13.6 INTEREST
The rate of interest that accrues on an overdue payment is the rate in effect on September 1 of the fiscal year in which the payment becomes overdue. The rate in effect on September 1 is equal to the sum of:

13.6.1
one percent (1%); and

13.6.2

the prime rate as published in the Wall Street Journal on the **first (1st) day of July** of the preceding fiscal year that does not fall on a Saturday or Sunday pursuant to **Texas Government Code, §2251.025**.

13.7 TIME LIMITS ON CLAIMS

The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the time limits provided by law. Nothing herein shall be construed as shortening the period of time Owner has for commencing claims to less than what is required by law.

13.8 APPLICATION TO SUBCONTRACTS

Any specific requirement in the Contract that the responsibilities or obligations of Contractor also apply to a Subcontractor is added for emphasis and are also hereby deemed to include a Subcontractor of any tier. The omission of a reference to a Subcontractor in connection with any of Contractor's responsibilities or obligations shall not be construed to diminish, abrogate or limit any responsibilities or obligations of a Subcontractor of any tier under the Contract Documents or the applicable subcontract.

13.9 GENERAL PROVISIONS

13.9.1

All personal pronouns used in the Contract, whether used in the masculine, feminine, or neuter gender, shall include all other genders; and the singular shall included the plural and vice versa. Titles of articles, sections, and paragraphs are for convenience only and neither limit nor amplify the provisions of the Contract. The use herein of the word "including," when following any general statement, term, or matter, shall not be construed to limit such statement, term, or matter to the specific items or matters set forth immediately following such word or to similar items or matters, whether or not non-limiting language (such words as "without limitation," or "but not limited to," or words of similar import) is used with reference thereto, but rather shall be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such general statement, term, or matter.

13.9.2

Wherever possible, each provision of this Contract shall be interpreted in a manner as to be effective and valid under applicable law. If, however, any provision of this Contract, or portion thereof, is prohibited by law or found invalid under any law, only such provision or portion thereof shall be ineffective, without in any manner invalidating or affecting the remaining provisions of this Contract or valid portions of such provision, which are hereby deemed servable.

13.10 NO ORAL WAIVER

The Provisions of the Contract Documents shall not be changed, amended, waived, or otherwise modified in any respect except by a writing signed by Owner. No person is authorized on behalf of Owner to orally change, amend, waive, or otherwise modify the terms of the Contract Documents or any of the Contractor's duties or obligations under or arising out of the Contract Documents. Any change, waiver, approval, or consent granted to the Contractor shall be limited to the specific matters stated in the writing signed by Owner, and shall not relieve Contractor of any other of the duties and obligations under the Contract Documents. No "constructive" changes shall be allowed.

13.11 TEXAS PUBLIC INFORMATION ACT

To the extent, if any, that any provision in the Contract Documents is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that Owner, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any information or data furnished to Owner whether or not the same are available to the public. It is further understood that Owner, its officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that Owner, its officers and employees shall have no liability or obligation to Contractor for the disclosure to the public, or to any person or persons, of any software or a part thereof, or other items or data furnished to Owner by Contractor in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

13.12 EQUAL OPPORTUNITY IN EMPLOYMENT

The Contractor agrees that during the performance of the Contract it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Parties will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship.

ARTICLE 14
TERMINATION OR SUSPENSION OF THE CONTRACT

14.1 TERMINATION BY THE CONTRACTOR

14.1.1

The Contractor may terminate the Contract if the Work is stopped for a period of **ninety (90) consecutive days** through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing

portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:

.1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;

.2 An act of government, such as a declaration of national emergency that requires all Work to be stopped; or

.3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in **Paragraph 9.4.1**, or because the Owner has not made payment on an undisputed Certificate for Payment within the time stated in the Contract Documents.

14.1.2

The Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in **Section 14.3** constitute in the aggregate more than **one hundred percent (100%)** of the total number of days scheduled for completion, or **one hundred twenty (120) days** in any **three hundred sixty-five (365)-day** period, whichever is less.

14.1.3

If one of the reasons described in **Paragraph 14.1.1 or 14.1.2** exists, the Contractor may, upon **thirty (30) business days** written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

14.2 TERMINATION BY THE OWNER FOR CAUSE

14.2.1

The Owner may terminate the Contract if the Contractor

.1 fails to commence the Work in accordance with the provisions of the Contract,

.2 fails to prosecute the Work to completion thereof in a diligent, efficient, timely, workmanlike, skillful and careful manner and in strict accordance with the provisions of the Contract,

.3 fails to use an adequate amount or quality of personnel or equipment to complete the Work without undue delay,

.4 fails to perform any of its obligations under the Contract,

.5 fails to make prompt payments when due to its Subcontractors and Suppliers, or as required by **Texas Government Code, Chapter 2251**,

.6 files any petition or other pleading seeking any relief under any provisions of the Federal Bankruptcy Act, as amended, or any other federal or state statute or law providing for reorganization of debts or other relief from creditors, permits a receiver or other person to be appointed on account of its insolvency or financial condition, or becomes insolvent,

.7 creates any situation or state of facts which would authorize or permit an involuntary petition in bankruptcy to be filed against Contractor, or

.8 has not met or in Owner's opinion will not meet the dates of Substantial Completion set forth in the Contract Documents.

14.2.2
When any of the above reasons exist, the Owner, in its sole and absolute discretion, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, **thirty (30) calendar days** written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

.1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;

.2 Accept assignment of subcontracts pursuant to **Section 5.4**; and

.3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

14.2.3
When the Owner terminates the Contract for one of the reasons stated in **Paragraph 14.2.1**, the Contractor shall not be entitled to receive further payment until the Work is finished. In the event that a final decision under **Article 15**, below, is rendered that sufficient cause did not exist for termination under this **Section 14.2**, then the termination shall be considered a termination for convenience, under **Section 14.4**, below.

14.2.4
If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages and costs incurred by the Owner in finishing the Work and not expressly waived,

such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner.

14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

14.3.1
The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

14.3.2
The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in **Paragraph 14.3.1**. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

.1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or

.2 that an equitable adjustment is made or denied under another provision of the Contract.

14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

14.4.1
The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

14.4.2
Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall

.1 cease operations as directed by the Owner in the notice;

.2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and

.3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

14.4.3
Upon such termination, the Contractor shall recover the amounts provided in **Paragraph 12.1.3** of the Contract.

ARTICLE 15
CLAIMS AND DISPUTES

15.1 CLAIMS

15.1.1 DEFINITION

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

15.1.2 NOTICE OF CLAIMS

Claims for events arising during the performance of the Work by Contractor must be initiated by written notice to the other party with a copy sent to the Owner; provided, however, that the claimant shall use its best efforts to furnish the other party, as expeditiously as possible, with notice of any Claim including, without limitation, those in connection with concealed or unknown conditions, once such claim is recognized, and shall take steps to mitigate the alleged or potential damages, delay, or other adverse consequences arising out of the condition that is the cause of such a Claim. Claims by Contractor must be initiated within **ten (10) business days** after occurrence of the event giving rise to such Claim or within **ten (10) business days** after the claimant first recognizes the condition giving rise to the Claim, whichever is later. Claims may also be reserved in writing within the time limits set forth in this **Paragraph 15.1.2**. Any notice of Claim or reservation of Claim must clearly identify the alleged cause and the nature of the Claim and include data and information available to the claimant that will facilitate prompt verification and evaluation of the Claim.

15.1.3 CONTINUING CONTRACT PERFORMANCE

Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in **Section 9.7** and **Article 14**, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents. The Architect will prepare Change Orders and issue Certificates for Payment in accordance with the Contract Documents.

15.1.4 CLAIMS FOR ADDITIONAL COST

If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under **Section 10.4**.

15.1.5 CLAIMS FOR ADDITIONAL TIME

.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction.

15.2 MEDIATION

15.2.1

Claims, disputes, or other matters in controversy arising out of or related to the Contract except those waived shall be subject to mediation as a condition precedent to seeking redress in a court of competent jurisdiction.

15.2.2

The parties shall endeavor to resolve their Claims by mediation, which shall consist of a single mediator who is knowledgeable about the subject matter of the Contract. A request for mediation shall be made in writing, delivered to the other party to the Contract.

15.2.3

The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Williamson County, Texas. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

15.2.4

All disputes not resolved through mediation shall be decided in litigation in Williamson County, Texas.

15.2.5 NO WAIVER OF IMMUNITY

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

falkenberg
CONSTRUCTION CO., INC.

July 20, 2022

Williamson County
3101 SE Inner Loop
Georgetown, TX 78626

Reference: **Contract #: Buy Board 581-19**
Williamson County SWRP Bldgs. Exteriors
[redacted]
Attention: Dwayne Gossett

We propose to furnish labor, material and equipment to refresh the exterior of the building throughout WilCo SWRP per Scope of Work below.

Headquarters Exterior Refresh and PM

R.S. Means		$35,370.52
Coefficient Deduct	0.98	-$707.41
Subtotal		*$34,663.11*
Bonds	2.50%	$866.58
TOTAL		***$35,529.69***

Baseball Restroom & Concessions Bldgs.

R.S. Means		$44,387.28
Coefficient Deduct	0.98	-$887.75
Subtotal		*$43,499.53*
Bonds	2.50%	$1,087.49
TOTAL		**$44,587.02**

Men's & Women's Restroom Buildings and Main Concession Bldg.

R.S. Means		$52,424.78
Coefficient Deduct	0.98	-$1,048.50
Subtotal		*$51,376.28*
Bonds	2.50%	$1,284.41
TOTAL		**$52,660.69**

Tennis Court Building and Tennis Restroom Bldg.

R.S. Means		$66,600.90
Coefficient Deduct	0.98	-$1,332.02
Subtotal		*$65,268.88*
Bonds	2.50%	$1,631.72
TOTAL		**$66,900.60**

Football Concession and Football Restroom Bldgs.

R.S. Means		$38,504.04
Coefficient Deduct	0.98	-$770.08
Subtotal		*$37,733.96*
Bonds	2.50%	$943.35
TOTAL		**$38,677.00**

Grand Total: **$238,355.00**

Two Hundred Thirty Eight Thousand Three Hundred Fifty Five Dollars

ADD Alternate 01_Dugouts and Score Keeper Roofs

R.S. Means		$37,576.57
Coefficient Deduct	0.98	-$751.53
Subtotal		*$36,825.04*
Bonds	2.50%	$920.63
TOTAL(Add to Grand Total Above)		**$37,745.66**

ADD Alternate 02_Splash Pad Cistern Metal Roof Replacement

R.S. Means		$11,527.62
Coefficient Deduct	0.98	-$230.55
Subtotal		*$11,297.07*
Bonds	2.50%	$282.43
TOTAL		**$11,579.49**

Add alternate prices are subject to change if completed at separate times than base bid project

This Proposal and Price May Only be Held for Thirty(30) Days

I. Documents: NA

II. Scopes of Work:

Headquarters Exterior Refresh and PM

- Pressure wash exterior of building to remove dirt and algae
  - Use caution on wood and eave vents
- Replace window perimeter sealants with polyurethane sealant
  - Remove cracked mortar as needed
- Install polyurethane at metal flashing @ wainscot and stone junction
- Apply (2) two coats of sealer to all cedar wood
- Paint all black steel plates and bolts at cedar

Baseball Fields(Concession and Restroom Bldgs.)

- For Baseball Restroom and Concession Bldgs. Complete the Following:
  - Remove and dispose of existing fascia metal all around
  - Provide and install new fascia to match existing as best as possible
  - Prepare and paint all exterior structural steel(match existing)
  - Remove sealants at sidewalk expansion joints, building to sidewalk joints, columns to building joints and CMU block joints
  - Prep joints as needed and replace with polyurethane sealants

Men's & Women's Restroom Buildings and Main Concession Bldg.

- Remove and dispose of existing fascia metal all around
- Provide and install new fascia to match existing as best as possible
- Prepare and paint all exterior structural steel(match existing)
- Remove sealants at sidewalk expansion joints, building to sidewalk joints, columns to building joints and CMU block joints
- Prep joints as needed and replace with polyurethane sealants

Tennis Court Building and Tennis Restroom Bldg.

- Remove and dispose of existing fascia metal all around
- Provide and install new fascia to match existing as best as possible
- Prepare and paint all exterior structural steel(match existing)
- Repair existing water damage at the underside of the ceiling at restroom entrances
- Remove sealants at sidewalk expansion joints, building to sidewalk joints, columns to building joints and CMU block joints
- Prep joints as needed and replace with polyurethane sealants
- Remove existing wire and screen on north side elevation windows
- Install (7) seven pieces of 1/4" clear wire glass in triangle frames above restroom doors
  - Glass to be installed with butyl tape and 1" X 1" screw applied aluminum angle
  - Seams and joints are to be sealed

Football Concession and Football Restroom Bldgs.

- Remove and dispose of existing fascia metal all around
- Provide and install new fascia to match existing as best as possible
- Prepare and paint all exterior structural steel(match existing)
- Remove sealants at sidewalk expansion joints, building to sidewalk joints, columns to building joints and CMU block joints
- Prep joints as needed and replace with polyurethane sealants

Add Alternate 01_Baseball Fields(Dugouts and Scorekeepers Boxes Roofs)

- For each dugout and scorekeepers bldg.(6 total) complete the following:
  - Remove existing R-panel roof system and wood framing
  - Install new Cee purling as the new framing structure for new roof system
  - Install 5/8" plywood sheeting over new Cee purling framing
  - Install one ply of synthetic felt as the new underlayment
  - Install new shop fabricated metal drip edge.
  - Install new U-panel by CTMRS at all six Dugouts as the new roof.
  - Install all new shop fabricated rake and high eave trim to complete the new roof system

Add Alternate 02_Splash Pad Cistern Metal Roof Replacement

- Remove and dispose of existing metal roof panels
- Provide and install new roof panels to match existing as best as possible
- Install new panels on existing frame work

III. Exclusions:

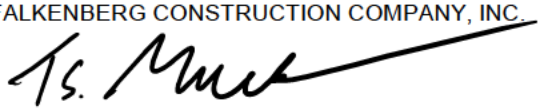
Tax
Permits/Inspections
Overtime
Concrete/Asphalt Repair UNO
Sealant Work on concrete/asphalt that is not directly adjacent to the buildings UNO
Full Time Supervision
Striping or Re-striping
Painting doors, frames or window sills/frames UNO
Painting roofing panels, trim or downspouts/gutters
Painting any items within interior of buildings
Removing any existing items from roofs that are needed to remove fascia
Roofing work UNO
Executing project in broken phases(Project is priced to be completed together consecutively)

IV. Clarifications:

Please review and call me if you have any questions.
Thank you for the opportunity to bid this and any future projects.

Sincerely,

FALKENBERG CONSTRUCTION COMPANY, INC.



Triston Moore
Project Manager

Commissioners Court - Regular Session **71.**

Meeting Date: 09/13/2022

Award of IFB #22IFB139 FM 3349 at US 79 to James Construction Group, LLC for HNTB

Submitted For: Joy Simonton **Submitted By:** Gretchen Glenn, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on awarding IFB #22IFB139 FM 3349 at US 79 to the lowest and best bidder, James Construction Group, LLC, in the amount of $81,941,038.13 and authorizing the execution of the agreement. Funding Source is P332.

Background

Williamson County sent out over five thousand (5,000) notifications with one hundred thirty (130) document takers and five (5) submitting bids. The bid(s) have been reviewed and the apparent low bidder, James Construction Group, LLC, was found to be responsive, and materially balanced. Their lowest bid of $81,941,038.13 is 13.9% higher than the Engineers Estimate. The bidding was competitive with the lowest two bidders being within 3% of each other. In addition to meeting the bid qualifications subject to being low bidder, James Construction Group, LLC, has completed previous projects for Williamson County. It is recommended to award the FM 3349 at US 79 22IFB139 contract to James Construction Group, LLC. Funding Source is P332. Contact is Danette Chamberlin.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Award Recommendation

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	09/08/2022 09:09 AM
County Judge Exec Asst.	Becky Pruitt	09/08/2022 09:13 AM
Form Started By: Gretchen Glenn		Started On: 08/30/2022 10:53 AM
Final Approval Date: 09/08/2022		

HNTB Corporation
The HNTB Companies
Engineers Architects Planners

101 E. Old Settlers Blvd
Suite 225
Round Rock, TX 78664

Telephone (512) 744-9082
www.hntb.com

August 25, 2022

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

Attention: Kerstin Hancock
Deputy Purchasing Agent

Re: Williamson County Road Bond Program
FM 3349 at US 79
Williamson County Project No. 22IFB139
Recommendation of Contractor Award

Dear Ms. Hancock,

Please find attached the bid tabulation for the subject-referenced project. The bids have been reviewed and the apparent low bid James Construction Group, LLC was found to be responsive and materially balanced. Following is a summary of the bid totals:

1.	James Construction Group	$81,941,038.13
2.	Austin Bridge & Road	$84,407,289.43
3.	The Lane Construction Corp.	$84,483,645.26
4.	Jordan Foster Construction LLC	$89,072,350.50
5.	Webber LLC	$99,921,851.07

The lowest bidder was $9,976,948.53 higher than the Engineers Estimate. The bidding was competitive with the lowest two bidders being within 3% of each other.

In addition to meeting the bid qualifications subject to being low bidder, James Construction Group, LLC has completed previous projects for Williamson County including Southwest Bypass Segment 2, CR 101, and CR 110 Middle. We concur with the recommendation of the Design Engineer, HDR Engineering, for award of the FM 3349 at US 79 construction contract to James Construction Group, LLC in the amount of $81,941,038.13.

Please feel free to contact our office with any questions.

Respectfully Submitted,

HNTB Corporation



Oscar Salazar-Bueno, P.E.

VIA E-MAIL

Attachments: Bid Tabulation Analysis, Engineer's Letter of Recommendation, Form 1295

Cc: Judge Gravell, Williamson County Judge
Commissioner Cook, Williamson County, Pct. 1
Commissioner Long, Williamson County, Pct. 2
Commissioner Covey, Williamson County, Pct. 3
Commissioner Boles, Williamson County, Pct. 4
Robert B. Daigh, Williamson County
Terron Evertson, Williamson County
Mike Weaver, HNTB Corporation
Richard Ridings, HNTB Corporation

Williamson County Road Bond Program
FM 3349 at US 79
August 24, 2022

Bid Comparison

Bidder	Bid Amount	Rank	Difference from Engineer's Estimate ($)	Difference from Engineer's Estimate (%)	Difference from Low Bid ($)	Difference from Low Bid (%)
James Construction Group, LLC	$ 81,941,038.13	1	$9,976,948.53	13.9%	$ -	0.0%
Austin Bridge & Road, L.P.	$ 84,407,289.43	2	$12,443,199.83	17.3%	$ 2,466,251.30	3.0%
The Lane Construction Corporation	$ 84,483,645.26	3	$12,519,555.66	17.4%	$ 2,542,607.13	3.1%
Jordan Foster Construction, LLC	$ 89,072,350.50	4	$17,108,260.90	23.8%	$ 7,131,312.37	8.7%
Webber, LLC	$ 99,921,851.07	5	$27,957,761.47	38.8%	$ 17,980,812.94	21.9%

Williamson County Road Bond Program
FM 3349 at US 79
August 24, 2022

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	Engineer's Estimate		James Construction		Austin Bridge & Road		Lane Construction		Jordan Foster		Webber Construction	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
1	100 6002	PREPARING ROW	169.00	STA	$ 11,000.00	$ 1,859,000.00	$ 25,128.00	$ 4,246,632.00	$ 22,000.00	$ 3,718,000.00	$ 27,000.00	$ 4,563,000.00	$ 26,000.00	$ 4,394,000.00	$ 56,986.72	$ 9,630,755.68
2	105 6008	REMOVING STAB BASE AND ASPH PAV (6")	1,678	SY	$ 2.00	$ 3,356.00	$ 11.54	$ 19,364.12	$ 3.53	$ 5,923.34	$ 5.30	$ 8,893.40	$ 11.00	$ 18,458.00	$ 9.12	$ 15,303.36
3	110 6001	EXCAVATION (ROADWAY)	346,386	CY	$ 12.00	$ 4,156,632.00	$ 8.93	$ 3,093,226.98	$ 8.00	$ 2,771,088.00	$ 5.00	$ 1,731,930.00	$ 8.00	$ 2,771,088.00	$ 12.98	$ 4,496,090.28
4	110 6002	EXCAVATION (CHANNEL)	4,725	CY	$ 15.00	$ 70,875.00	$ 13.98	$ 66,055.50	$ 13.33	$ 62,984.25	$ 12.50	$ 59,062.50	$ 20.00	$ 94,500.00	$ 19.40	$ 91,665.00
5	110 6003	EXCAVATION (SPECIAL)	11,335	CY	$ 20.00	$ 226,700.00	$ 11.21	$ 127,065.35	$ 12.02	$ 136,246.70	$ 8.00	$ 90,680.00	$ 22.00	$ 249,370.00	$ 15.46	$ 175,239.10
6	132 6047	EMBANKMENT (FINAL) (ORD COMP) (TY C1)	179,772	CY	$ 20.00	$ 3,595,440.00	$ 34.12	$ 6,133,820.64	$ 20.00	$ 3,595,440.00	$ 4.00	$ 719,088.00	$ 34.00	$ 6,112,248.00	$ 25.47	$ 4,578,792.84
7	132 6025	EMBANKMENT (FINAL) (DENS CONT) (TY C1)	6,587	CY	$ 30.00	$ 197,610.00	$ 33.16	$ 218,424.92	$ 27.47	$ 180,944.89	$ 5.50	$ 36,228.50	$ 45.00	$ 296,415.00	$ 41.41	$ 272,767.67
8	160 6003	FURNISHING AND PLACING TOPSOIL (4")	523,200	SY	$ 1.30	$ 680,160.00	$ 0.59	$ 308,688.00	$ 1.41	$ 737,712.00	$ 0.50	$ 261,600.00	$ 1.20	$ 627,840.00	$ 0.86	$ 449,952.00
9	164 6035	DRILL SEEDING (PERM) (RURAL) (CLAY)	532,880	SY	$ 0.20	$ 106,576.00	$ 0.35	$ 186,508.00	$ 0.25	$ 133,220.00	$ 0.31	$ 165,192.80	$ 0.25	$ 133,220.00	$ 0.25	$ 133,220.00
10	164 6041	DRILL SEEDING (TEMP) (WARM)	258,017	SY	$ 0.10	$ 25,801.70	$ 0.30	$ 77,405.10	$ 0.25	$ 64,504.25	$ 0.13	$ 33,542.21	$ 0.25	$ 64,504.25	$ 0.25	$ 64,504.25
11	164 6043	DRILL SEEDING (TEMP) (COOL)	258,017	SY	$ 0.10	$ 25,801.70	$ 0.30	$ 77,405.10	$ 0.25	$ 64,504.25	$ 0.14	$ 36,122.38	$ 0.25	$ 64,504.25	$ 0.25	$ 64,504.25
12	168 6001	VEGETATIVE WATERING	5,159	MG	$ 17.00	$ 87,703.00	$ 30.86	$ 159,206.74	$ 28.53	$ 147,186.27	$ 35.00	$ 180,565.00	$ 31.00	$ 159,929.00	$ 20.41	$ 105,295.19
13	169 6001	SOIL RETENTION BLANKETS (CL 1) (TY A)	316,460	SY	$ 1.00	$ 316,460.00	$ 1.85	$ 585,451.00	$ 1.50	$ 474,690.00	$ 1.32	$ 417,727.20	$ 1.35	$ 427,221.00	$ 1.50	$ 474,690.00
14	169 6008	SOIL RETENTION BLANKETS (CL 2) (TY H)	51,883	SY	$ 3.50	$ 181,590.50	$ 12.50	$ 648,537.50	$ 6.75	$ 350,210.25	$ 5.20	$ 269,791.60	$ 5.00	$ 259,415.00	$ 6.75	$ 350,210.25
15	247 6044	FL BS (CMP IN PLC)(TY A GR 4)(FNAL POS)	57,139	CY	$ 47.00	$ 2,685,533.00	$ 45.78	$ 2,615,823.42	$ 70.00	$ 3,999,730.00	$ 75.00	$ 4,285,425.00	$ 51.00	$ 2,914,089.00	$ 75.26	$ 4,300,281.14
16	260 6011	LIME TRT (EXST MATL) (12")	175,831	SY	$ 3.50	$ 615,408.50	$ 0.10	$ 17,583.10	$ 3.50	$ 615,408.50	$ 4.90	$ 861,571.90	$ 6.50	$ 1,142,901.50	$ 2.39	$ 420,236.09
17	260 6012	LIME (HYD,COM OR QK)(SLRY)OR QK(DRY)	290	TON	$ 200.00	$ 58,000.00	$ 248.23	$ 71,986.70	$ 209.50	$ 60,755.00	$ 230.00	$ 66,700.00	$ 235.00	$ 68,150.00	$ 212.47	$ 61,616.30
18	260 6043	LIME (HYD, COM OR QK)(SLURRY)	4,770	TON	$ 200.00	$ 954,000.00	$ 20.00	$ 95,400.00	$ 190.00	$ 906,300.00	$ 230.00	$ 1,097,100.00	$ 235.00	$ 1,120,950.00	$ 211.03	$ 1,006,613.10
19	310 6001	PRIME COAT (MULTI OPTION)	29,601	GAL	$ 4.25	$ 125,804.25	$ 5.00	$ 148,005.00	$ 5.00	$ 148,005.00	$ 5.50	$ 162,805.50	$ 5.30	$ 156,885.30	$ 5.05	$ 149,485.05
20	400 6005	CEM STABIL BKFL	2,139.8	CY	$ 150.00	$ 320,970.00	$ 265.06	$ 567,175.39	$ 207.88	$ 444,821.62	$ 225.00	$ 481,455.00	$ 205.00	$ 438,659.00	$ 200.67	$ 429,393.67
21	402 6001	TRENCH EXCAVATION PROTECTION	2,957	LF	$ 5.00	$ 14,785.00	$ 1.09	$ 3,223.13	$ 2.93	$ 8,664.01	$ 1.00	$ 2,957.00	$ 2.30	$ 6,801.10	$ 6.00	$ 17,742.00
22	405 6003	FOUNDATION LOAD TEST(D4945)(DRILLD SHAFT)	2	EA	$ 10,000.00	$ 20,000.00	$ 35,000.00	$ 70,000.00	$ 35,000.00	$ 70,000.00	$ 15,000.00	$ 30,000.00	$ 16,000.00	$ 32,000.00	$ 5,000.00	$ 10,000.00
23	416 6001	DRILL SHAFT (18 IN)	280	LF	$ 150.00	$ 42,000.00	$ 61.17	$ 17,127.60	$ 190.00	$ 53,200.00	$ 75.00	$ 21,000.00	$ 195.00	$ 54,600.00	$ 111.73	$ 31,284.40
24	416 6003	DRILL SHAFT (30 IN)	152	LF	$ 190.00	$ 28,880.00	$ 325.00	$ 49,400.00	$ 400.00	$ 60,800.00	$ 330.00	$ 50,160.00	$ 335.00	$ 50,920.00	$ 2,673.88	$ 406,429.76
25	416 6004	DRILL SHAFT (36 IN)	3,802	LF	$ 220.00	$ 836,440.00	$ 185.29	$ 704,472.58	$ 220.00	$ 836,440.00	$ 230.00	$ 874,460.00	$ 210.00	$ 798,420.00	$ 258.66	$ 983,425.32
26	416 6005	DRILL SHAFT (42 IN)	5,292	LF	$ 300.00	$ 1,587,600.00	$ 251.08	$ 1,328,715.36	$ 260.00	$ 1,375,920.00	$ 300.00	$ 1,587,600.00	$ 255.00	$ 1,349,460.00	$ 361.77	$ 1,914,486.84
27	416 6006	DRILL SHAFT (48 IN)	172	LF	$ 400.00	$ 68,800.00	$ 323.17	$ 55,585.24	$ 350.00	$ 60,200.00	$ 500.00	$ 86,000.00	$ 335.00	$ 57,620.00	$ 446.54	$ 76,804.88
28	416 6018	DRILL SHAFT (SIGN MTS) (24 IN)	176	LF	$ 270.00	$ 47,520.00	$ 125.00	$ 22,000.00	$ 295.00	$ 51,920.00	$ 379.00	$ 66,704.00	$ 130.00	$ 22,880.00	$ 125.00	$ 22,000.00
29	416 6029	DRILL SHAFT (RDWY ILL POLE) (30 IN)	288	LF	$ 310.00	$ 89,280.00	$ 250.00	$ 72,000.00	$ 340.00	$ 97,920.00	$ 253.00	$ 72,864.00	$ 260.00	$ 74,880.00	$ 250.00	$ 72,000.00
30	416 6032	DRILL SHAFT (TRF SIG POLE) (36 IN)	52	LF	$ 350.00	$ 18,200.00	$ 350.00	$ 18,200.00	$ 485.00	$ 25,220.00	$ 354.00	$ 18,408.00	$ 370.00	$ 19,240.00	$ 350.00	$ 18,200.00
31	420 6013	CL C CONC (ABUT)	284.8	CY	$ 1,250.00	$ 356,000.00	$ 1,174.90	$ 334,611.52	$ 1,500.00	$ 427,200.00	$ 1,450.00	$ 412,960.00	$ 1,400.00	$ 398,720.00	$ 2,305.96	$ 656,737.41
32	420 6029	CL C CONC (CAP)	1,062.9	CY	$ 1,250.00	$ 1,328,625.00	$ 1,197.32	$ 1,272,631.43	$ 1,500.00	$ 1,594,350.00	$ 1,500.00	$ 1,594,350.00	$ 1,400.00	$ 1,488,060.00	$ 2,468.32	$ 2,623,577.33
33	420 6037	CL C CONC (COLUMN)	1,024	CY	$ 1,200.00	$ 1,228,800.00	$ 998.24	$ 1,022,197.76	$ 1,500.00	$ 1,536,000.00	$ 1,400.00	$ 1,433,600.00	$ 1,300.00	$ 1,331,200.00	$ 1,200.36	$ 1,229,168.64
34	420 6045	CL C CONC (FOOTING)(MASS)	47.4	CY	$ 1,000.00	$ 47,400.00	$ 1,179.02	$ 55,885.55	$ 1,800.00	$ 85,320.00	$ 1,650.00	$ 78,210.00	$ 1,600.00	$ 75,840.00	$ 1,153.45	$ 54,673.53
35	420 6066	CL C CONC (RAIL FOUNDATION)	536	CY	$ 700.00	$ 375,200.00	$ 676.17	$ 362,427.12	$ 650.00	$ 348,400.00	$ 510.00	$ 273,360.00	$ 625.00	$ 335,000.00	$ 539.95	$ 289,413.20
36	420 6074	CL C CONC (MISC)	110	CY	$ 1,000.00	$ 110,000.00	$ 752.39	$ 82,762.90	$ 1,300.00	$ 143,000.00	$ 1,130.00	$ 124,300.00	$ 1,000.00	$ 110,000.00	$ 698.72	$ 76,859.20
37	422 6001	REINF CONC SLAB	229,147	SF	$ 19.00	$ 4,353,793.00	$ 21.72	$ 4,977,072.84	$ 25.00	$ 5,728,675.00	$ 26.50	$ 6,072,395.50	$ 25.00	$ 5,728,675.00	$ 25.22	$ 5,779,087.34
38	422 6015	APPROACH SLAB	533.7	CY	$ 480.00	$ 256,176.00	$ 651.99	$ 347,967.06	$ 650.00	$ 346,905.00	$ 620.00	$ 330,894.00	$ 550.00	$ 293,535.00	$ 544.32	$ 290,503.58
39	423 6002	RETAINING WALL (MSE) (ASHLAR STONE FIN)	15,888	SF	$ 52.00	$ 826,176.00	$ 46.60	$ 740,380.80	$ 68.83	$ 1,093,571.04	$ 74.00	$ 1,175,712.00	$ 62.00	$ 985,056.00	$ 58.11	$ 923,251.68
40	425 6036	PRESTR CONC GIRDER (TX34)	557	LF	$ 165.00	$ 91,905.00	$ 184.81	$ 102,939.17	$ 220.00	$ 122,540.00	$ 300.00	$ 167,100.00	$ 210.00	$ 116,970.00	$ 213.62	$ 118,986.34
41	425 6038	PRESTR CONC GIRDER (TX46)	770	LF	$ 210.00	$ 161,700.00	$ 194.55	$ 149,803.50	$ 220.00	$ 169,400.00	$ 275.00	$ 211,750.00	$ 200.00	$ 154,000.00	$ 200.32	$ 154,246.40
42	425 6039	PRESTR CONC GIRDER (TX54)	21,866	LF	$ 155.00	$ 3,389,230.00	$ 197.51	$ 4,318,753.66	$ 220.00	$ 4,810,520.00	$ 225.00	$ 4,919,850.00	$ 182.00	$ 3,979,612.00	$ 179.27	$ 3,919,917.82
43	432 6001	RIPRAP (CONC) (4IN)	17.9	CY	$ 450.00	$ 8,055.00	$ 856.27	$ 15,327.23	$ 702.93	$ 12,582.45	$ 457.00	$ 8,180.30	$ 650.00	$ 11,635.00	$ 1,041.64	$ 18,645.36
44	432 6002	RIPRAP (CONC) (5IN)	1,157	CY	$ 450.00	$ 520,650.00	$ 483.24	$ 559,108.68	$ 686.96	$ 794,812.72	$ 414.00	$ 478,998.00	$ 650.00	$ 752,050.00	$ 561.40	$ 649,539.80
45	432 6006	RIPRAP (CONC)(CL B)	4	CY	$ 580.00	$ 2,320.00	$ 1,117.78	$ 4,471.12	$ 803.03	$ 3,212.12	$ 670.00	$ 2,680.00	$ 650.00	$ 2,600.00	$ 5,207.29	$ 20,829.16
46	432 6008	RIPRAP (CONC)(CL B)(RR8&RR9)	25.3	CY	$ 500.00	$ 12,650.00	$ 667.22	$ 16,880.67	$ 753.10	$ 19,053.43	$ 760.00	$ 19,228.00	$ 650.00	$ 16,445.00	$ 2,565.54	$ 64,908.16
47	432 6028	RIPRAP (STONE COMMON)(GROUT)(6 IN)	1,996	CY	$ 275.00	$ 548,900.00	$ 168.25	$ 335,827.00	$ 181.79	$ 362,852.84	$ 240.00	$ 479,040.00	$ 385.00	$ 768,460.00	$ 413.25	$ 824,847.00
48	432 6031	RIPRAP (STONE PROTECTION) (12 IN)	1,289	CY	$ 150.00	$ 193,350.00	$ 102.89	$ 132,625.21	$ 150.31	$ 193,749.59	$ 110.00	$ 141,790.00	$ 215.00	$ 277,135.00	$ 219.15	$ 282,484.35
49	432 6033	RIPRAP (STONE PROTECTION)(18 IN)	1,805	CY	$ 160.00	$ 288,800.00	$ 101.70	$ 183,568.50	$ 138.89	$ 250,696.45	$ 110.00	$ 198,550.00	$ 190.00	$ 342,950.00	$ 229.19	$ 413,687.95
50	432 6035	RIPRAP (STONE PROTECTION) (24 IN)	8,503	CY	$ 200.00	$ 1,700,600.00	$ 84.94	$ 722,244.82	$ 134.11	$ 1,140,337.33	$ 120.00	$ 1,020,360.00	$ 160.00	$ 1,360,480.00	$ 257.02	$ 2,185,441.06
51	432 6045	RIPRAP (MOW STRIP)(4 IN)	311	CY	$ 450.00	$ 139,950.00	$ 712.26	$ 221,512.86	$ 861.66	$ 267,976.26	$ 413.00	$ 128,443.00	$ 700.00	$ 217,700.00	$ 570.12	$ 177,307.32
52	434 6007	ELASTOMERIC BEARING (EE5)	8	EA	$ 3,000.00	$ 24,000.00	$ 2,513.76	$ 20,110.08	$ 2,305.88	$ 18,447.04	$ 2,760.00	$ 22,080.00	$ 4,800.00	$ 38,400.00	$ 2,630.17	$ 21,041.36
53	434 6015	ELASTOMERIC BEARING (EF5)	8	EA	$ 3,000.00	$ 24,000.00	$ 2,513.76	$ 20,110.08	$ 2,305.88	$ 18,447.04	$ 2,880.00	$ 23,040.00	$ 4,800.00	$ 38,400.00	$ 2,630.17	$ 21,041.36
54	434 6033	ELASTOMERIC BEARING (F5)	8	EA	$ 3,000.00	$ 24,000.00	$ 4,036.81	$ 32,294.48	$ 3,707.88	$ 29,663.04	$ 4,790.00	$ 38,320.00	$ 6,300.00	$ 50,400.00	$ 4,032.17	$ 32,257.36
55	434 6111	ELASTOMERIC BEARING (EE4)	16	EA	$ 3,000.00	$ 48,000.00	$ 2,410.56	$ 38,568.96	$ 2,210.88	$ 35,374.08	$ 2,740.00	$ 43,840.00	$ 4,700.00	$ 75,200.00	$ 2,408.08	$ 38,529.28
56	442 6001	STR STEEL (PLATE GIRDER)	1,743,161	LB	$ 2.70	$ 4,706,534.70	$ 2.33	$ 4,061,565.13	$ 2.60	$ 4,532,218.60	$ 2.75	$ 4,793,692.75	$ 2.50	$ 4,357,902.50	$ 2.26	$ 3,939,543.86
57	442 6007	STR STEEL (MISC NON - BRIDGE)	3,421	LB	$ 12.00	$ 41,052.00	$ 16.59	$ 56,754.39	$ 10.00	$ 34,210.00	$ 16.00	$ 54,736.00	$ 21.00	$ 71,841.00	$ 13.22	$ 45,225.62
58	450 6023	RAIL (TY SSTR)	9,387	LF	$ 50.00	$ 469,350.00	$ 63.35	$ 594,666.45	$ 63.48	$ 595,886.76	$ 71.00	$ 666,477.00	$ 85.00	$ 797,895.00	$ 52.35	$ 491,409.45
59	450 6030	RAIL (TY C221)	10,573	LF	$ 105.00	$ 1,110,165.00	$ 101.12	$ 1,069,141.76	$ 107.42	$ 1,135,751.66	$ 115.00	$ 1,215,895.00	$ 95.00	$ 1,004,435.00	$ 91.33	$ 965,632.09
60	450 6119	RAIL (CLF-RO)	721	LF	$ 125.00	$ 90,125.00	$ 120.00	$ 86,520.00	$ 64.10	$ 46,216.10	$ 208.00	$ 149,968.00	$ 130.00	$ 93,730.00	$ 120.00	$ 86,520.00
61	454 6018	SEALED EXPANSION JOINT (4IN) (SEJ-M)	903	LF	$ 130.00	$ 117,390.00	$ 179.50	$ 162,088.50	$ 190.10	$ 171,660.30	$ 211.00	$ 190,533.00	$ 190.00	$ 171,570.00	$ 209.07	$ 188,790.21
62	459 6009	GABIONS (3' X 3')(GALV)	35	CY	$ 300.00	$ 10,500.00	$ 334.80	$ 11,718.00	$ 225.95	$ 7,908.25	$ 274.00	$ 9,590.00	$ 300.00	$ 10,500.00	$ 267.38	$ 9,358.30
63	462 6019	CONC BOX CULV (8FTX4FT)	316	LF	$ 600.00	$ 189,600.00	$ 785.69	$ 248,278.04	$ 737.92	$ 233,182.72	$ 860.00	$ 271,760.00	$ 795.00	$ 251,220.00	$ 811.67	$ 256,487.72
64	462 6101	CONC BOX CULV (10FTX4FT)	215	LF	$ 1,000.00	$ 215,000.00	$ 1,113.64	$ 239,432.60	$ 1,050.40	$ 225,836.00	$ 1,420.00	$ 305,300.00	$ 1,200.00	$ 258,000.00	$ 1,155.56	$ 248,445.40
65	464 6001	RC PIPE (CL III) (12 IN)	22	LF	$ 65.00	$ 1,430.00	$ 74.35	$ 1,635.70	$ 248.78	$ 5,473.16	$ 57.00	$ 1,254.00	$ 310.00	$ 6,820.00	$ 85.00	$ 1,870.00
66	464 6003	RC PIPE (CL III) (18 IN)	1,244	LF	$ 75.00	$ 93,300.00	$ 79.52	$ 98,922.88	$ 96.58	$ 120,145.52	$ 90.00	$ 111,960.00	$ 82.00	$ 102,008.00	$ 120.81	$ 150,287.64
67	464 6005	RC PIPE (CL III) (24 IN)	549	LF	$ 85.00	$ 46,665.00	$ 90.47	$ 49,668.03	$ 96.83	$ 53,159.67	$ 101.00	$ 55,449.00	$ 115.00	$ 63,135.00	$ 124.65	$ 68,432.85
68	464 6017	RC PIPE (CL IV) (18 IN)	354	LF	$ 85.00	$ 30,090.00	$ 121.87	$ 43,141.98	$ 91.37	$ 32,344.98	$ 95.00	$ 33,630.00	$ 105.00	$ 37,170.00	$ 126.18	$ 44,667.72
69	464 6018	RC PIPE (CL IV) (24 IN)	484	LF	$ 110.00	$ 53,240.00	$ 116.59	$ 56,429.56	$ 105.49	$ 51,057.16	$ 106.00	$ 51,304.00	$ 140.00	$ 67,760.00	$ 138.89	$ 67,222.76
70	464 6019	RC PIPE (CL IV) (30 IN)	159	LF	$ 140.00	$ 22,260.00	$ 148.09	$ 23,546.31	$ 144.19	$ 22,926.21	$ 157.00	$ 24,963.00	$ 190.00	$ 30,210.00	$ 197.02	$ 31,326.18
71	464 6020	RC PIPE (CL IV) (36 IN)	505	LF	$ 190.00	$ 95,950.00	$ 176.61	$ 89,188.05	$ 184.69	$ 93,268.45	$ 188.00	$ 94,940.00	$ 200.00	$ 101,000.00	$ 215.58	$ 108,867.90

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	Engineer's Estimate		James Construction		Austin Bridge & Road		Lane Construction		Jordan Foster		Webber Construction	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
72	464 6022	RC PIPE (CL IV) (48 IN)	190	LF	$ 300.00	$ 57,000.00	$ 316.44	$ 60,123.60	$ 311.19	$ 59,126.10	$ 390.00	$ 74,100.00	$ 335.00	$ 63,650.00	$ 375.63	$ 71,369.70
73	464 6025	RC PIPE (CL V) (18 IN)	261	LF	$ 100.00	$ 26,100.00	$ 103.59	$ 27,036.99	$ 102.50	$ 26,752.50	$ 101.00	$ 26,361.00	$ 115.00	$ 30,015.00	$ 126.73	$ 33,076.53
74	464 6032	RC PIPE (ARCH)(CL III)(DES 3)	68	LF	$ 130.00	$ 8,840.00	$ 218.83	$ 14,880.44	$ 214.04	$ 14,554.72	$ 235.00	$ 15,980.00	$ 260.00	$ 17,680.00	$ 207.38	$ 14,101.84
75	465 6005	JCTBOX (COMPL) (PJB) (3FTX3FT)	9	EA	$ 5,500.00	$ 49,500.00	$ 5,249.35	$ 47,244.15	$ 4,889.57	$ 44,006.13	$ 5,300.00	$ 47,700.00	$ 4,400.00	$ 39,600.00	$ 5,180.00	$ 46,620.00
76	465 6022	INLET (COMPL) (PCO)(5FT) (LEFT)	6	EA	$ 6,000.00	$ 36,000.00	$ 4,205.04	$ 25,230.24	$ 5,584.05	$ 33,504.30	$ 6,200.00	$ 37,200.00	$ 9,700.00	$ 58,200.00	$ 5,600.00	$ 33,600.00
77	465 6024	INLET (COMPL) (PCO)(5FT) (BOTH)	4	EA	$ 6,500.00	$ 26,000.00	$ 4,706.93	$ 18,827.72	$ 6,046.08	$ 24,184.32	$ 6,700.00	$ 26,800.00	$ 11,000.00	$ 44,000.00	$ 6,100.00	$ 24,400.00
78	465 6046	INLET (COMPL) (PMBD) (5FT)	2	EA	$ 7,000.00	$ 14,000.00	$ 5,603.18	$ 11,206.36	$ 6,871.31	$ 13,742.62	$ 8,800.00	$ 17,600.00	$ 10,000.00	$ 20,000.00	$ 7,000.00	$ 14,000.00
79	465 6148	INLET (COMPL) (PSL)(SFG) (3FTX5FT- 3FTX5FT)	1	EA	$ 6,000.00	$ 6,000.00	$ 5,474.96	$ 5,474.96	$ 5,591.81	$ 5,591.81	$ 8,800.00	$ 8,800.00	$ 7,000.00	$ 7,000.00	$ 6,100.00	$ 6,100.00
80	465 6152	INLET (COMPL) (PAZD)(RC) (3FTX3FT)	6	EA	$ 4,500.00	$ 27,000.00	$ 4,188.67	$ 25,132.02	$ 4,407.51	$ 26,445.06	$ 6,700.00	$ 40,200.00	$ 6,500.00	$ 39,000.00	$ 5,000.00	$ 30,000.00
81	465 6160	INLET (COMPL) (PAZD)(FG) (4FTX4FT- 4FTX4FT)	2	EA	$ 6,000.00	$ 12,000.00	$ 5,522.72	$ 11,045.44	$ 5,635.14	$ 11,270.28	$ 8,800.00	$ 17,600.00	$ 8,600.00	$ 17,200.00	$ 6,100.00	$ 12,200.00
82	465 6235	INLET (COMPL) (RWI)(TYI)	4	EA	$ 5,500.00	$ 22,000.00	$ 11,775.33	$ 47,101.32	$ 11,010.85	$ 44,043.40	$ 6,700.00	$ 26,800.00	$ 8,500.00	$ 34,000.00	$ 8,673.59	$ 34,694.36
83	465 6236	INLET (COMPL) (RWI)(TYII)	5	EA	$ 7,000.00	$ 35,000.00	$ 11,992.59	$ 59,962.95	$ 13,010.86	$ 65,054.30	$ 6,700.00	$ 33,500.00	$ 10,000.00	$ 50,000.00	$ 9,579.89	$ 47,899.45
84	465 8001	INLET (COMP) (BACKLESS)	43	EA	$ 4,500.00	$ 193,500.00	$ 6,774.24	$ 291,292.32	$ 14,994.44	$ 644,760.92	$ 6,900.00	$ 296,700.00	$ 13,000.00	$ 559,000.00	$ 10,256.82	$ 441,043.26
85	466 6011	HEADWALL (CH-FW-0) (DIA=48IN)	1	EA	$ 7,500.00	$ 7,500.00	$ 22,763.06	$ 22,763.06	$ 13,590.43	$ 13,590.43	$ 5,200.00	$ 5,200.00	$ 14,000.00	$ 14,000.00	$ 12,282.74	$ 12,282.74
86	466 6024	HEADWALL (CH-FW-15) (DIA=36IN)	1	EA	$ 7,000.00	$ 7,000.00	$ 11,415.56	$ 11,415.56	$ 7,957.23	$ 7,957.23	$ 4,650.00	$ 4,650.00	$ 8,000.00	$ 8,000.00	$ 9,134.59	$ 9,134.59
87	466 6181	WINGWALL (PW - 1) (HW=6 FT)	1	EA	$ 18,000.00	$ 18,000.00	$ 39,780.13	$ 39,780.13	$ 17,331.20	$ 17,331.20	$ 25,400.00	$ 25,400.00	$ 39,000.00	$ 39,000.00	$ 38,951.19	$ 38,951.19
88	466 6183	WINGWALL (PW - 1) (HW=8 FT)	1	EA	$ 23,500.00	$ 23,500.00	$ 61,745.54	$ 61,745.54	$ 27,362.31	$ 27,362.31	$ 30,500.00	$ 30,500.00	$ 62,000.00	$ 62,000.00	$ 61,992.57	$ 61,992.57
89	466 6184	WINGWALL (PW - 1) (HW=9 FT)	2	EA	$ 25,000.00	$ 50,000.00	$ 60,898.04	$ 121,796.08	$ 17,040.67	$ 34,081.34	$ 51,000.00	$ 102,000.00	$ 56,000.00	$ 112,000.00	$ 52,793.25	$ 105,586.50
90	466 6208	WINGWALL (SW - 0) (HW=5 FT)	2	EA	$ 10,000.00	$ 20,000.00	$ 12,280.71	$ 24,561.42	$ 6,534.95	$ 13,069.90	$ 20,300.00	$ 40,600.00	$ 20,000.00	$ 40,000.00	$ 13,793.25	$ 27,586.50
91	467 6362	SET(TYII) (18IN)(RCP) (6:1)(C)	14	EA	$ 1,400.00	$ 19,600.00	$ 1,414.39	$ 19,801.46	$ 2,158.23	$ 30,215.22	$ 4,100.00	$ 57,400.00	$ 1,900.00	$ 26,600.00	$ 2,900.00	$ 40,600.00
92	467 6363	SET(TYII) (18IN)(RCP) (6:1)(P)	10	EA	$ 1,200.00	$ 12,000.00	$ 1,414.57	$ 14,145.70	$ 2,158.22	$ 21,582.20	$ 4,100.00	$ 41,000.00	$ 1,900.00	$ 19,000.00	$ 2,900.00	$ 29,000.00
93	467 6390	SET(TYII) (24IN)(RCP) (4:1)(C)	1	EA	$ 1,700.00	$ 1,700.00	$ 2,576.84	$ 2,576.84	$ 2,840.75	$ 2,840.75	$ 5,500.00	$ 5,500.00	$ 2,100.00	$ 2,100.00	$ 2,950.00	$ 2,950.00
94	467 6394	SET(TYII) (24IN)(RCP) (6:1)(C)	10	EA	$ 1,700.00	$ 17,000.00	$ 1,668.78	$ 16,687.80	$ 2,450.01	$ 24,500.10	$ 5,500.00	$ 55,000.00	$ 2,200.00	$ 22,000.00	$ 2,950.00	$ 29,500.00
95	467 6395	SET(TYII) (24IN)(RCP) (6:1)(P)	1	EA	$ 1,500.00	$ 1,500.00	$ 2,576.84	$ 2,576.84	$ 2,680.93	$ 2,680.93	$ 6,000.00	$ 6,000.00	$ 2,300.00	$ 2,300.00	$ 2,950.00	$ 2,950.00
96	467 6422	SET(TYII) (30IN)(RCP) (6:1)(C)	1	EA	$ 2,700.00	$ 2,700.00	$ 3,641.12	$ 3,641.12	$ 4,556.43	$ 4,556.43	$ 7,500.00	$ 7,500.00	$ 5,400.00	$ 5,400.00	$ 5,100.00	$ 5,100.00
97	467 6423	SET(TYII) (30IN)(RCP) (6:1)(P)	2	EA	$ 2,500.00	$ 5,000.00	$ 2,376.65	$ 4,753.30	$ 4,556.36	$ 9,112.72	$ 9,000.00	$ 18,000.00	$ 5,400.00	$ 10,800.00	$ 5,100.00	$ 10,200.00
98	467 6453	SET(TYII) (36IN)(RCP) (6:1)(C)	5	EA	$ 4,500.00	$ 22,500.00	$ 3,739.86	$ 18,699.30	$ 4,476.10	$ 22,380.50	$ 10,000.00	$ 50,000.00	$ 5,200.00	$ 26,000.00	$ 5,500.00	$ 27,500.00
99	467 6479	SET(TYII) (48IN)(RCP) (6:1)(C)	1	EA	$ 5,000.00	$ 5,000.00	$ 5,958.40	$ 5,958.40	$ 6,833.88	$ 6,833.88	$ 12,000.00	$ 12,000.00	$ 13,000.00	$ 13,000.00	$ 8,500.00	$ 8,500.00
100	467 6544	SET (TY II) (DES 3) (RCP) (6: 1) (C)	1	EA	$ 2,800.00	$ 2,800.00	$ 2,094.17	$ 2,094.17	$ 3,848.31	$ 3,848.31	$ 10,200.00	$ 10,200.00	$ 4,300.00	$ 4,300.00	$ 4,000.00	$ 4,000.00
101	471 6007	GRATE AND FRAME (BRIDGE DRAIN)	56	EA	$ 4,000.00	$ 224,000.00	$ 2,429.30	$ 136,040.80	$ 3,155.21	$ 176,691.76	$ 2,490.00	$ 139,440.00	$ 5,300.00	$ 296,800.00	$ 2,205.05	$ 123,482.80
102	481 6013	PIPE (PVC) (SCH 40) (6 IN)	2,136	LF	$ 50.00	$ 106,800.00	$ 122.33	$ 261,296.88	$ 95.77	$ 204,564.72	$ 160.00	$ 341,760.00	$ 145.00	$ 309,720.00	$ 144.01	$ 307,605.36
103	496 6007	REMOV STR (PIPE)	188	LF	$ 5.00	$ 940.00	$ 33.69	$ 6,333.72	$ 29.59	$ 5,562.92	$ 41.30	$ 7,764.40	$ 12.00	$ 2,256.00	$ 55.35	$ 10,405.80
104	500 6001	MOBILIZATION	1	LS	$ 6,328,000.00	$ 6,328,000.00	$ 8,240,300.00	$ 8,240,300.00	$ 7,240,000.00	$ 7,240,000.00	$ 8,400,000.00	$ 8,400,000.00	$ 8,700,000.00	$ 8,700,000.00	$ 9,800,000.00	$ 9,800,000.00
105	502 6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	48	MO	$ 9,000.00	$ 432,000.00	$ 10,527.27	$ 505,308.96	$ 5,000.00	$ 240,000.00	$ 6,500.00	$ 312,000.00	$ 4,000.00	$ 192,000.00	$ 28,965.30	$ 1,390,334.40
106	506 6001	ROCK FILTER DAMS (INSTALL) (TY 1)	447	LF	$ 28.00	$ 12,516.00	$ 22.50	$ 10,057.50	$ 23.00	$ 10,281.00	$ 23.60	$ 10,549.20	$ 36.00	$ 16,092.00	$ 23.00	$ 10,281.00
107	506 6002	ROCK FILTER DAMS (INSTALL) (TY 2)	2,085	LF	$ 30.00	$ 62,550.00	$ 35.50	$ 74,017.50	$ 30.00	$ 62,550.00	$ 30.80	$ 64,218.00	$ 42.00	$ 87,570.00	$ 30.00	$ 62,550.00
108	506 6011	ROCK FILTER DAMS (REMOVE)	2,532	LF	$ 15.00	$ 37,980.00	$ 17.50	$ 44,310.00	$ 18.00	$ 45,576.00	$ 18.50	$ 46,842.00	$ 9.00	$ 22,788.00	$ 18.00	$ 45,576.00
109	506 6020	CONSTRUCTION EXITS (INSTALL) (TY 1)	905	SY	$ 25.00	$ 22,625.00	$ 17.50	$ 15,837.50	$ 25.00	$ 22,625.00	$ 25.60	$ 23,168.00	$ 6.35	$ 5,746.75	$ 25.00	$ 22,625.00
110	506 6024	CONSTRUCTION EXITS (REMOVE)	598	SY	$ 10.00	$ 5,980.00	$ 11.50	$ 6,877.00	$ 18.00	$ 10,764.00	$ 18.50	$ 11,063.00	$ 2.55	$ 1,524.90	$ 18.00	$ 10,764.00
111	506 6038	TEMP SEDMT CONT FENCE (INSTALL)	2,485	LF	$ 3.00	$ 7,455.00	$ 3.50	$ 8,697.50	$ 4.50	$ 11,182.50	$ 4.62	$ 11,480.70	$ 3.30	$ 8,200.50	$ 4.50	$ 11,182.50
112	506 6039	TEMP SEDMT CONT FENCE (REMOVE)	2,485	LF	$ 1.00	$ 2,485.00	$ 0.50	$ 1,242.50	$ 1.00	$ 2,485.00	$ 1.03	$ 2,559.55	$ 1.40	$ 3,479.00	$ 1.00	$ 2,485.00
113	506 6040	BIODEG EROSN CONT LOGS (INSTL) (8")	20,311	LF	$ 8.00	$ 162,488.00	$ 5.50	$ 111,710.50	$ 4.50	$ 91,399.50	$ 4.62	$ 93,836.82	$ 5.10	$ 103,586.10	$ 4.50	$ 91,399.50
114	506 6043	BIODEG EROSN CONT LOGS (REMOVE)	20,311	LF	$ 1.00	$ 20,311.00	$ 1.00	$ 20,311.00	$ 1.00	$ 20,311.00	$ 1.03	$ 20,920.33	$ 1.25	$ 25,388.75	$ 1.00	$ 20,311.00
115	508 6001	CONSTRUCTING DETOURS	7,737	SY	$ 90.00	$ 696,330.00	$ 116.47	$ 901,128.39	$ 110.59	$ 855,634.83	$ 125.00	$ 967,125.00	$ 130.00	$ 1,005,810.00	$ 130.41	$ 1,008,982.17
116	512 6005	PORT CTB (FUR & INST)(F-SHAPE)(TY 1)	6,690	LF	$ 27.00	$ 180,630.00	$ 49.92	$ 333,964.80	$ 41.78	$ 279,508.20	$ 41.00	$ 274,290.00	$ 42.00	$ 280,980.00	$ 57.68	$ 385,879.20
117	512 6029	PORT CTB (MOVE)(F-SHAPE)(TY 1)	1,830	LF	$ 10.00	$ 18,300.00	$ 4.28	$ 7,832.40	$ 10.95	$ 20,038.50	$ 7.10	$ 12,993.00	$ 9.50	$ 17,385.00	$ 5.50	$ 10,065.00
118	512 6053	PORT CTB (REMOVE)(F-SHAPE)(TY 1)	6,690	LF	$ 20.00	$ 133,800.00	$ 10.48	$ 70,111.20	$ 16.08	$ 107,575.20	$ 7.10	$ 47,499.00	$ 9.95	$ 66,565.50	$ 13.25	$ 88,642.50
119	529 6007	CONC CURB & GUTTER (TY I)	1,284	LF	$ 25.00	$ 32,100.00	$ 22.87	$ 29,365.08	$ 33.30	$ 42,757.20	$ 15.20	$ 19,516.80	$ 34.00	$ 43,656.00	$ 30.04	$ 38,571.36
120	529 6008	CONC CURB & GUTTER (TY II)	34,643	LF	$ 24.00	$ 831,432.00	$ 22.13	$ 766,649.59	$ 20.25	$ 701,520.75	$ 15.20	$ 526,573.60	$ 20.00	$ 692,860.00	$ 29.91	$ 1,036,172.13
121	530 6004	DRIVEWAYS (CONC)	3,335	SY	$ 85.00	$ 283,475.00	$ 123.29	$ 411,172.15	$ 103.39	$ 344,805.65	$ 122.00	$ 406,870.00	$ 122.00	$ 406,870.00	$ 99.06	$ 330,365.10
122	530 WC01	DRIVEWAYS (CONC)(SP)	139	SY	$ 110.00	$ 15,290.00	$ 201.69	$ 28,034.91	$ 125.58	$ 17,455.62	$ 171.00	$ 23,769.00	$ 140.00	$ 19,460.00	$ 157.96	$ 21,956.44
123	530 6016	DRIVEWAYS (BASE)	140	SY	$ 50.00	$ 7,000.00	$ 45.01	$ 6,301.40	$ 13.19	$ 1,846.60	$ 57.00	$ 7,980.00	$ 25.00	$ 3,500.00	$ 44.03	$ 6,164.20
124	531 6048	CONC SIDEWALKS (9")	2,511	SY	$ 85.00	$ 213,435.00	$ 138.09	$ 346,743.99	$ 117.11	$ 294,063.21	$ 103.00	$ 258,633.00	$ 110.00	$ 276,210.00	$ 117.66	$ 295,444.26
125	540 6001	MTL W-BEAM GD FEN (TIM POST)	3,420	LF	$ 28.00	$ 95,760.00	$ 21.53	$ 73,632.60	$ 28.60	$ 97,812.00	$ 29.30	$ 100,206.00	$ 28.00	$ 95,760.00	$ 21.53	$ 73,632.60
126	540 6006	MTL BEAM GD FEN TRANS (THRIE-BEAM)	8	EA	$ 1,800.00	$ 14,400.00	$ 1,800.00	$ 14,400.00	$ 2,047.00	$ 16,376.00	$ 2,100.00	$ 16,800.00	$ 2,300.00	$ 18,400.00	$ 1,800.00	$ 14,400.00
127	540 6016	DOWNSTREAM ANCHOR TERMINAL SECTION	5	EA	$ 1,600.00	$ 8,000.00	$ 1,370.00	$ 6,850.00	$ 1,345.00	$ 6,725.00	$ 1,380.00	$ 6,900.00	$ 1,800.00	$ 9,000.00	$ 1,370.00	$ 6,850.00
128	544 6001	GUARDRAIL END TREATMENT (INSTALL)	11	EA	$ 2,800.00	$ 30,800.00	$ 3,328.00	$ 36,608.00	$ 3,355.00	$ 36,905.00	$ 3,440.00	$ 37,840.00	$ 4,400.00	$ 48,400.00	$ 3,328.00	$ 36,608.00
129	545 6003	CRASH CUSH ATTEN (MOVE & RESET)	2	EA	$ 1,500.00	$ 3,000.00	$ 2,000.00	$ 4,000.00	$ 1,015.16	$ 2,030.32	$ 2,560.00	$ 5,120.00	$ 2,600.00	$ 5,200.00	$ 2,000.00	$ 4,000.00
130	545 6005	CRASH CUSH ATTEN (REMOVE)	13	EA	$ 800.00	$ 10,400.00	$ 800.00	$ 10,400.00	$ 862.88	$ 11,217.44	$ 870.00	$ 11,310.00	$ 1,000.00	$ 13,000.00	$ 800.00	$ 10,400.00
131	545 6007	CRASH CUSH ATTEN (INSTL)(L)(N)(TL3)	4	EA	$ 20,500.00	$ 82,000.00	$ 25,350.00	$ 101,400.00	$ 25,000.00	$ 100,000.00	$ 25,800.00	$ 103,200.00	$ 33,000.00	$ 132,000.00	$ 25,350.00	$ 101,400.00
132	545 6019	CRASH CUSH ATTEN (INSTL)(S)(N)(TL3)	13	EA	$ 8,000.00	$ 104,000.00	$ 9,300.00	$ 120,900.00	$ 7,298.97	$ 94,886.61	$ 9,000.00	$ 117,000.00	$ 12,000.00	$ 156,000.00	$ 9,300.00	$ 120,900.00
133	550 6001	CHAIN LINK FENCE (INSTALL) (6')	281	LF	$ 31.00	$ 8,711.00	$ 32.00	$ 8,992.00	$ 40.00	$ 11,240.00	$ 48.80	$ 13,712.80	$ 34.00	$ 9,554.00	$ 32.00	$ 8,992.00
134	550 6012	CHAIN LINK FENCE GATE (INSTALL)(6'X16')	1	EA	$ 1,200.00	$ 1,200.00	$ 2,000.00	$ 2,000.00	$ 5,000.00	$ 5,000.00	$ 1,130.00	$ 1,130.00	$ 2,100.00	$ 2,100.00	$ 2,000.00	$ 2,000.00
135	552 6001	WIRE FENCE (TY A)	197	LF	$ 14.00	$ 2,758.00	$ 21.50	$ 4,235.50	$ 15.00	$ 2,955.00	$ 18.80	$ 3,703.60	$ 22.00	$ 4,334.00	$ 21.50	$ 4,235.50
136	552 6003	WIRE FENCE (TY C)	3,252	LF	$ 18.00	$ 58,536.00	$ 9.00	$ 29,268.00	$ 20.00	$ 65,040.00	$ 18.80	$ 61,137.60	$ 9.50	$ 30,894.00	$ 9.00	$ 29,268.00
137	552 6005	GATE (TY 1)	9	EA	$ 900.00	$ 8,100.00	$ 1,000.00	$ 9,000.00	$ 2,500.00	$ 22,500.00	$ 1,030.00	$ 9,270.00	$ 1,100.00	$ 9,900.00	$ 1,000.00	$ 9,000.00
138	556 6006	PIPE UNDERDRAINS (TY 6) (6")	2,709	LF	$ 20.00	$ 54,180.00	$ 31.45	$ 85,198.05	$ 33.12	$ 89,722.08	$ 49.70	$ 134,637.30	$ 28.00	$ 75,852.00	$ 28.23	$ 76,475.07
139	556 6008	PIPE UNDERDRAINS (TY 8) (6")	536	LF	$ 27.00	$ 14,472.00	$ 31.22	$ 16,733.92	$ 24.71	$ 13,244.56	$ 52.00	$ 27,872.00	$ 38.00	$ 20,368.00	$ 32.14	$ 17,227.04
140	560 6011	MAILBOX INSTALL-S (TWW-POST) TY 4	5	EA	$ 250.00	$ 1,250.00	$ 250.00	$ 1,250.00	$ 300.00	$ 1,500.00	$ 278.00	$ 1,390.00	$ 265.00	$ 1,325.00	$ 250.00	$ 1,250.00
141	560 6013	MAILBOX INSTALL-M (TWW-POST) TY 4	1	EA	$ 600.00	$ 600.00	$ 850.00	$ 850.00	$ 600.00	$ 600.00	$ 780.00	$ 780.00	$ 900.00	$ 900.00	$ 850.00	$ 850.00
142	610 6106	IN RD IL (U/P) (TY 2) (150W EQ) LED	16	EA	$ 2,500.00	$ 40,000.00	$ 2,000.00	$ 32,000.00	$ 1,850.00	$ 29,600.00	$ 2,020.00	$ 32,320.00	$ 2,100.00	$ 33,600.00	$ 2,000.00	$ 32,000.00
143	610 6208	IN RD IL (TY SA) 40S-10 (250W EQ) LED	27	EA	$ 3,500.00	$ 94,500.00	$ 3,700.00	$ 99,900.00	$ 4,800.00	$ 129,600.00	$ 3,740.00	$ 100,980.00	$ 3,700.00	$ 99,900.00	$ 3,700.00	$ 99,900.00

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	Engineer's Estimate		James Construction		Austin Bridge & Road		Lane Construction		Jordan Foster		Webber Construction	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
144	610 6216	IN RD IL (TY SA) 40T-10 (250W EQ) LED	36	EA	$ 3,500.00	$ 126,000.00	$ 3,350.00	$ 120,600.00	$ 4,400.00	$ 158,400.00	$ 3,380.00	$ 121,680.00	$ 3,200.00	$ 115,200.00	$ 3,350.00	$ 120,600.00
145	618 6023	CONDT (PVC) (SCH 40) (2")	23,732	LF	$ 10.00	$ 237,320.00	$ 11.00	$ 261,052.00	$ 19.50	$ 462,774.00	$ 11.10	$ 263,425.20	$ 15.00	$ 355,980.00	$ 11.00	$ 261,052.00
146	618 6064	CONDT (RM) (1")	993	LF	$ 15.00	$ 14,895.00	$ 22.00	$ 21,846.00	$ 43.00	$ 42,699.00	$ 22.20	$ 22,044.60	$ 19.00	$ 18,867.00	$ 22.00	$ 21,846.00
147	620 6005	ELEC CONDR (NO.10) BARE	6,825	LF	$ 1.50	$ 10,237.50	$ 1.00	$ 6,825.00	$ 2.20	$ 15,015.00	$ 1.01	$ 6,893.25	$ 1.05	$ 7,166.25	$ 1.00	$ 6,825.00
148	620 6006	ELEC CONDR (NO.10) INSULATED	13,650	LF	$ 1.70	$ 23,205.00	$ 1.25	$ 17,062.50	$ 2.20	$ 30,030.00	$ 1.26	$ 17,199.00	$ 1.35	$ 18,427.50	$ 1.25	$ 17,062.50
149	620 6007	ELEC CONDR (NO.8) BARE	18,685	LF	$ 1.25	$ 23,356.25	$ 1.75	$ 32,698.75	$ 1.90	$ 35,501.50	$ 1.77	$ 33,072.45	$ 1.85	$ 34,567.25	$ 1.75	$ 32,698.75
150	620 6008	ELEC CONDR (NO.8) INSULATED	39,172	LF	$ 1.50	$ 58,758.00	$ 2.25	$ 88,137.00	$ 1.90	$ 74,426.80	$ 2.27	$ 88,920.44	$ 2.40	$ 94,012.80	$ 2.25	$ 88,137.00
151	620 6009	ELEC CONDR (NO.6) BARE	50	LF	$ 1.20	$ 60.00	$ 2.50	$ 125.00	$ 3.10	$ 155.00	$ 2.53	$ 126.50	$ 2.65	$ 132.50	$ 2.50	$ 125.00
152	620 6010	ELEC CONDR (NO.6) INSULATED	120	LF	$ 1.50	$ 180.00	$ 2.50	$ 300.00	$ 3.10	$ 372.00	$ 2.53	$ 303.60	$ 2.70	$ 324.00	$ 2.50	$ 300.00
153	624 6002	GROUND BOX TY A (122311)W/APRON	21	EA	$ 1,030.00	$ 21,630.00	$ 1,100.00	$ 23,100.00	$ 1,400.00	$ 29,400.00	$ 1,110.00	$ 23,310.00	$ 1,180.00	$ 24,780.00	$ 1,100.00	$ 23,100.00
154	624 6010	GROUND BOX TY D (162922)W/APRON	1	EA	$ 1,200.00	$ 1,200.00	$ 1,600.00	$ 1,600.00	$ 2,000.00	$ 2,000.00	$ 1,620.00	$ 1,620.00	$ 1,700.00	$ 1,700.00	$ 1,600.00	$ 1,600.00
155	625 6002	ZINC-COAT STL WIRE STRAND (3/16")	301	LF	$ 3.70	$ 1,113.70	$ 2.50	$ 752.50	$ 7.00	$ 2,107.00	$ 2.53	$ 761.53	$ 2.70	$ 812.70	$ 2.50	$ 752.50
156	625 6004	ZINC-COAT STL WIRE STRAND (5/16")	301	LF	$ 3.75	$ 1,128.75	$ 2.75	$ 827.75	$ 7.00	$ 2,107.00	$ 2.78	$ 836.78	$ 3.00	$ 903.00	$ 2.75	$ 827.75
157	628 6049	ELC SRV TY A 240/480 060(NS)SS(T)SP(O)	4	EA	$ 8,500.00	$ 34,000.00	$ 5,000.00	$ 20,000.00	$ 11,000.00	$ 44,000.00	$ 5,100.00	$ 20,400.00	$ 5,300.00	$ 21,200.00	$ 5,000.00	$ 20,000.00
158	628 6165	ELC SRV TY D 120/240 070(NS)AL(E)SP(O)	1	EA	$ 5,300.00	$ 5,300.00	$ 4,500.00	$ 4,500.00	$ 10,000.00	$ 10,000.00	$ 4,550.00	$ 4,550.00	$ 4,800.00	$ 4,800.00	$ 4,500.00	$ 4,500.00
159	636 6002	ALUMINUM SIGNS (TY G)	1,274	SF	$ 25.00	$ 31,850.00	$ 26.15	$ 33,315.10	$ 33.00	$ 42,042.00	$ 27.30	$ 34,780.20	$ 29.00	$ 36,946.00	$ 27.00	$ 34,398.00
160	636 6003	ALUMINUM SIGNS (TY O)	925	SF	$ 25.00	$ 23,125.00	$ 25.55	$ 23,633.75	$ 33.00	$ 30,525.00	$ 27.30	$ 25,252.50	$ 28.00	$ 25,900.00	$ 27.00	$ 24,975.00
161	644 6001	IN SM RD SN SUP&AM TY10BWG(1)SA(P)	42	EA	$ 535.00	$ 22,470.00	$ 450.00	$ 18,900.00	$ 600.00	$ 25,200.00	$ 780.00	$ 32,760.00	$ 825.00	$ 34,650.00	$ 450.00	$ 18,900.00
162	644 6002	IN SM RD SN SUP&AM TY10BWG(1)SA(P-BM)	6	EA	$ 540.00	$ 3,240.00	$ 590.00	$ 3,540.00	$ 800.00	$ 4,800.00	$ 960.00	$ 5,760.00	$ 1,010.00	$ 6,060.00	$ 590.00	$ 3,540.00
163	644 6004	IN SM RD SN SUP&AM TY10BWG(1)SA(T)	81	EA	$ 545.00	$ 44,145.00	$ 585.00	$ 47,385.00	$ 800.00	$ 64,800.00	$ 940.00	$ 76,140.00	$ 985.00	$ 79,785.00	$ 585.00	$ 47,385.00
164	644 6007	IN SM RD SN SUP&AM TY10BWG(1)SA(U)	23	EA	$ 675.00	$ 15,525.00	$ 645.00	$ 14,835.00	$ 900.00	$ 20,700.00	$ 1,090.00	$ 25,070.00	$ 1,145.00	$ 26,335.00	$ 645.00	$ 14,835.00
165	644 6028	IN SM RD SN SUP&AM TYS80(1)SA(P-BM)	4	EA	$ 850.00	$ 3,400.00	$ 775.00	$ 3,100.00	$ 1,000.00	$ 4,000.00	$ 1,160.00	$ 4,640.00	$ 1,200.00	$ 4,800.00	$ 775.00	$ 3,100.00
166	644 6030	IN SM RD SN SUP&AM TYS80(1)SA(T)	1	EA	$ 870.00	$ 870.00	$ 1,000.00	$ 1,000.00	$ 1,000.00	$ 1,000.00	$ 1,270.00	$ 1,270.00	$ 1,300.00	$ 1,300.00	$ 1,000.00	$ 1,000.00
167	644 6033	IN SM RD SN SUP&AM TYS80(1)SA(U)	4	EA	$ 875.00	$ 3,500.00	$ 900.00	$ 3,600.00	$ 1,100.00	$ 4,400.00	$ 1,420.00	$ 5,680.00	$ 1,500.00	$ 6,000.00	$ 900.00	$ 3,600.00
168	644 6038	IN SM RD SN SUP&AM TYS80(1)SA(U-EXAL)	3	EA	$ 895.00	$ 2,685.00	$ 1,400.00	$ 4,200.00	$ 1,500.00	$ 4,500.00	$ 1,520.00	$ 4,560.00	$ 1,600.00	$ 4,800.00	$ 1,400.00	$ 4,200.00
169	644 6066	IN SM RD SN SUP&AM (RAIL MOUNT)	4	EA	$ 3,800.00	$ 15,200.00	$ 3,500.00	$ 14,000.00	$ 3,000.00	$ 12,000.00	$ 250.00	$ 1,000.00	$ 100.00	$ 400.00	$ 3,500.00	$ 14,000.00
170	644 6076	REMOVE SM RD SN SUP&AM	47	EA	$ 125.00	$ 5,875.00	$ 50.00	$ 2,350.00	$ 100.00	$ 4,700.00	$ 250.00	$ 11,750.00	$ 115.00	$ 5,405.00	$ 50.00	$ 2,350.00
171	647 6001	INSTALL LRSS (STRUCT STEEL)	5,177	LB	$ 10.00	$ 51,770.00	$ 4.95	$ 25,626.15	$ 4.70	$ 24,331.90	$ 8.10	$ 41,933.70	$ 9.00	$ 46,593.00	$ 8.00	$ 41,416.00
172	650 6094	INS OH SN SUP(85 FT BRDG)	2	EA	$ 50,000.00	$ 100,000.00	$ 72,000.00	$ 144,000.00	$ 77,900.00	$ 155,800.00	$ 73,000.00	$ 146,000.00	$ 73,000.00	$ 146,000.00	$ 72,000.00	$ 144,000.00
173	650 6104	INS OH SN SUP(95 FT BRDG)	1	EA	$ 54,000.00	$ 54,000.00	$ 75,000.00	$ 75,000.00	$ 82,700.00	$ 82,700.00	$ 76,000.00	$ 76,000.00	$ 80,000.00	$ 80,000.00	$ 75,000.00	$ 75,000.00
174	658 6010	INSTL DEL ASSM (D-SW)SZ 2(WC)GND	99	EA	$ 105.00	$ 10,395.00	$ 50.00	$ 4,950.00	$ 100.00	$ 9,900.00	$ 96.00	$ 9,504.00	$ 54.00	$ 5,346.00	$ 50.00	$ 4,950.00
175	658 6011	INSTL DEL ASSM (D-SW)SZ 2(WC)GND(BI)	22	EA	$ 52.00	$ 1,144.00	$ 50.00	$ 1,100.00	$ 100.00	$ 2,200.00	$ 106.00	$ 2,332.00	$ 54.00	$ 1,188.00	$ 50.00	$ 1,100.00
176	658 6013	INSTL DEL ASSM (D-SW)SZ (BRF)CTB	57	EA	$ 20.00	$ 1,140.00	$ 20.00	$ 1,140.00	$ 30.00	$ 1,710.00	$ 25.30	$ 1,442.10	$ 21.00	$ 1,197.00	$ 20.00	$ 1,140.00
177	658 6014	INSTL DEL ASSM (D-SW)SZ (BRF)CTB (BI)	6	EA	$ 26.00	$ 156.00	$ 20.00	$ 120.00	$ 30.00	$ 180.00	$ 30.40	$ 182.40	$ 21.00	$ 126.00	$ 20.00	$ 120.00
178	658 6015	INSTL DEL ASSM (D-SW)SZ (BRF)GF1	18	EA	$ 23.00	$ 414.00	$ 25.00	$ 450.00	$ 30.00	$ 540.00	$ 76.00	$ 1,368.00	$ 26.00	$ 468.00	$ 25.00	$ 450.00
179	658 6016	INSTL DEL ASSM (D-SW)SZ (BRF)GF1 (BI)	6	EA	$ 28.00	$ 168.00	$ 25.00	$ 150.00	$ 30.00	$ 180.00	$ 81.00	$ 486.00	$ 27.00	$ 162.00	$ 25.00	$ 150.00
180	658 6024	INSTL DEL ASSM (D-SY)SZ 2(WC)GND	28	EA	$ 103.00	$ 2,884.00	$ 30.00	$ 840.00	$ 100.00	$ 2,800.00	$ 106.00	$ 2,968.00	$ 31.00	$ 868.00	$ 30.00	$ 840.00
181	658 6026	INSTL DEL ASSM (D-SY)SZ (BRF)CTB	75	EA	$ 22.00	$ 1,650.00	$ 20.00	$ 1,500.00	$ 30.00	$ 2,250.00	$ 25.30	$ 1,897.50	$ 21.00	$ 1,575.00	$ 20.00	$ 1,500.00
182	658 6028	INSTL DEL ASSM (D-SY)SZ (BRF)GF1	56	EA	$ 17.00	$ 952.00	$ 20.00	$ 1,120.00	$ 30.00	$ 1,680.00	$ 76.00	$ 4,256.00	$ 21.00	$ 1,176.00	$ 20.00	$ 1,120.00
183	658 6040	INSTL DEL ASSM (D-DW)SZ 2(WC)GND	35	EA	$ 115.00	$ 4,025.00	$ 50.00	$ 1,750.00	$ 150.00	$ 5,250.00	$ 96.00	$ 3,360.00	$ 52.00	$ 1,820.00	$ 50.00	$ 1,750.00
184	658 6044	INSTL DEL ASSM (D-DY)SZ 2(WC)GND	2	EA	$ 60.00	$ 120.00	$ 40.00	$ 80.00	$ 150.00	$ 300.00	$ 106.00	$ 212.00	$ 42.00	$ 84.00	$ 40.00	$ 80.00
185	658 6047	INSTL OM ASSM (OM-2Y)(WC)GND	45	EA	$ 150.00	$ 6,750.00	$ 55.00	$ 2,475.00	$ 100.00	$ 4,500.00	$ 91.00	$ 4,095.00	$ 58.00	$ 2,610.00	$ 55.00	$ 2,475.00
186	658 6053	INSTL OM ASSM (OM-3L)(TWT)GND	6	EA	$ 278.00	$ 1,668.00	$ 300.00	$ 1,800.00	$ 400.00	$ 2,400.00	$ 430.00	$ 2,580.00	$ 315.00	$ 1,890.00	$ 300.00	$ 1,800.00
187	658 6057	INSTL OM ASSM (OM-3R)(TWT)GND	5	EA	$ 278.00	$ 1,390.00	$ 300.00	$ 1,500.00	$ 400.00	$ 2,000.00	$ 430.00	$ 2,150.00	$ 315.00	$ 1,575.00	$ 300.00	$ 1,500.00
188	658 6078	INSTL OM ASSM (OM-4)(TWT)WAS	16	EA	$ 270.00	$ 4,320.00	$ 285.00	$ 4,560.00	$ 400.00	$ 6,400.00	$ 430.00	$ 6,880.00	$ 300.00	$ 4,800.00	$ 285.00	$ 4,560.00
189	658 6083	INSTL DEL ASSM (D-SW)SZ1(WFLX)SRF	157	EA	$ 110.00	$ 17,270.00	$ 75.00	$ 11,775.00	$ 100.00	$ 15,700.00	$ 187.00	$ 29,359.00	$ 80.00	$ 12,560.00	$ 75.00	$ 11,775.00
190	662 6060	WK ZN PAV MRK REMOV (W)4"(BRK)	5,470	LF	$ 1.00	$ 5,470.00	$ 1.10	$ 6,017.00	$ 2.00	$ 10,940.00	$ 1.23	$ 6,728.10	$ 1.60	$ 8,752.00	$ 1.10	$ 6,017.00
191	662 6063	WK ZN PAV MRK REMOV (W)4"(SLD)	59,337	LF	$ 1.00	$ 59,337.00	$ 0.56	$ 33,228.72	$ 0.75	$ 44,502.75	$ 0.62	$ 36,788.94	$ 1.10	$ 65,270.70	$ 0.56	$ 33,228.72
192	662 6075	WK ZN PAV MRK REMOV (W)24"(SLD)	85	LF	$ 6.00	$ 510.00	$ 13.00	$ 1,105.00	$ 8.00	$ 680.00	$ 14.50	$ 1,232.50	$ 13.00	$ 1,105.00	$ 13.00	$ 1,105.00
193	662 6080	WK ZN PAV MRK REMOV (W)(ARROW)	9	EA	$ 170.00	$ 1,530.00	$ 190.00	$ 1,710.00	$ 200.00	$ 1,800.00	$ 212.00	$ 1,908.00	$ 320.00	$ 2,880.00	$ 190.00	$ 1,710.00
194	662 6090	WK ZN PAV MRK REMOV (W)(WORD)	13	EA	$ 170.00	$ 2,210.00	$ 255.00	$ 3,315.00	$ 200.00	$ 2,600.00	$ 284.00	$ 3,692.00	$ 320.00	$ 4,160.00	$ 255.00	$ 3,315.00
195	662 6092	WK ZN PAV MRK REMOV (W)36"(YLD TRI)	4	EA	$ 30.00	$ 120.00	$ 100.00	$ 400.00	$ 50.00	$ 200.00	$ 112.00	$ 448.00	$ 105.00	$ 420.00	$ 100.00	$ 400.00
196	662 6095	WK ZN PAV MRK REMOV (Y)4"(SLD)	54,734	LF	$ 1.00	$ 54,734.00	$ 0.56	$ 30,651.04	$ 0.75	$ 41,050.50	$ 0.62	$ 33,935.08	$ 1.00	$ 54,734.00	$ 0.56	$ 30,651.04
197	666 6006	REFL PAV MRK TY I (W)4"(DOT)(100MIL)	18	LF	$ 1.50	$ 27.00	$ 1.50	$ 27.00	$ 1.00	$ 18.00	$ 1.67	$ 30.06	$ 0.70	$ 12.60	$ 1.50	$ 27.00
198	666 6030	REFL PAV MRK TY I (W)8"(DOT)(100MIL)	833	LF	$ 1.10	$ 916.30	$ 1.50	$ 1,249.50	$ 1.00	$ 833.00	$ 1.67	$ 1,391.11	$ 3.00	$ 2,499.00	$ 1.50	$ 1,249.50
199	666 6036	REFL PAV MRK TY I (W)8"(SLD)(100MIL)	11,674	LF	$ 0.90	$ 10,506.60	$ 1.00	$ 11,674.00	$ 1.00	$ 11,674.00	$ 1.12	$ 13,074.88	$ 3.00	$ 35,022.00	$ 1.00	$ 11,674.00
200	666 6042	REFL PAV MRK TY I (W)12"(SLD)(100MIL)	1,424	LF	$ 3.00	$ 4,272.00	$ 7.50	$ 10,680.00	$ 3.00	$ 4,272.00	$ 8.40	$ 11,961.60	$ 5.10	$ 7,262.40	$ 7.50	$ 10,680.00
201	666 6048	REFL PAV MRK TY I (W)24"(SLD)(100MIL)	316	LF	$ 7.50	$ 2,370.00	$ 12.00	$ 3,792.00	$ 6.00	$ 1,896.00	$ 13.40	$ 4,234.40	$ 13.00	$ 4,108.00	$ 12.00	$ 3,792.00
202	666 6053	REFL PAV MRK TY I (W)(ARROW)(090MIL)	2	EA	$ 113.00	$ 226.00	$ 135.00	$ 270.00	$ 150.00	$ 300.00	$ 151.00	$ 302.00	$ 215.00	$ 430.00	$ 135.00	$ 270.00
203	666 6054	REFL PAV MRK TY I (W)(ARROW)(100MIL)	38	EA	$ 142.00	$ 5,396.00	$ 135.00	$ 5,130.00	$ 150.00	$ 5,700.00	$ 151.00	$ 5,738.00	$ 240.00	$ 9,120.00	$ 135.00	$ 5,130.00
204	666 6057	REFL PAV MRK TY I(W)(DBL ARROW)(100MIL)	2	EA	$ 200.00	$ 400.00	$ 160.00	$ 320.00	$ 300.00	$ 600.00	$ 178.00	$ 356.00	$ 295.00	$ 590.00	$ 160.00	$ 320.00
205	666 6063	REFL PAV MRK TY I(W)(UTURN ARW)(100MIL)	2	EA	$ 124.00	$ 248.00	$ 575.00	$ 1,150.00	$ 200.00	$ 400.00	$ 640.00	$ 1,280.00	$ 375.00	$ 750.00	$ 575.00	$ 1,150.00
206	666 6078	REFL PAV MRK TY I (W)(WORD)(100MIL)	36	EA	$ 160.00	$ 5,760.00	$ 155.00	$ 5,580.00	$ 150.00	$ 5,400.00	$ 173.00	$ 6,228.00	$ 265.00	$ 9,540.00	$ 155.00	$ 5,580.00
207	666 6102	REF PAV MRK TY I(W)36"(YLD TRI)(100MIL)	49	EA	$ 33.00	$ 1,617.00	$ 30.00	$ 1,470.00	$ 50.00	$ 2,450.00	$ 33.50	$ 1,641.50	$ 70.00	$ 3,430.00	$ 30.00	$ 1,470.00
208	666 6141	REFL PAV MRK TY I (Y)12"(SLD)(100MIL)	379	LF	$ 5.00	$ 1,895.00	$ 7.50	$ 2,842.50	$ 5.00	$ 1,895.00	$ 8.40	$ 3,183.60	$ 3.75	$ 1,421.25	$ 7.50	$ 2,842.50
209	666 6167	REFL PAV MRK TY II (W) 4" (BRK)	880	LF	$ 0.20	$ 176.00	$ 0.75	$ 660.00	$ 0.20	$ 176.00	$ 0.84	$ 739.20	$ 0.60	$ 528.00	$ 0.75	$ 660.00
210	666 6170	REFL PAV MRK TY II (W) 4" (SLD)	3,811	LF	$ 0.20	$ 762.20	$ 0.55	$ 2,096.05	$ 0.20	$ 762.20	$ 0.61	$ 2,324.71	$ 0.60	$ 2,286.60	$ 0.55	$ 2,096.05
211	666 6176	REFL PAV MRK TY II (W) 8" (DOT)	213	LF	$ 1.00	$ 213.00	$ 2.00	$ 426.00	$ 0.50	$ 106.50	$ 2.23	$ 474.99	$ 2.50	$ 532.50	$ 2.00	$ 426.00
212	666 6178	REFL PAV MRK TY II (W) 8" (SLD)	784	LF	$ 0.38	$ 297.92	$ 1.50	$ 1,176.00	$ 0.50	$ 392.00	$ 1.67	$ 1,309.28	$ 2.20	$ 1,724.80	$ 1.50	$ 1,176.00
213	666 6180	REFL PAV MRK TY II (W) 12" (SLD)	127	LF	$ 1.36	$ 172.72	$ 2.50	$ 317.50	$ 1.50	$ 190.50	$ 2.79	$ 354.33	$ 4.00	$ 508.00	$ 2.50	$ 317.50
214	666 6184	REFL PAV MRK TY II (W) (ARROW)	2	EA	$ 75.00	$ 150.00	$ 85.00	$ 170.00	$ 80.00	$ 160.00	$ 95.00	$ 190.00	$ 160.00	$ 320.00	$ 85.00	$ 170.00
215	666 6192	REFL PAV MRK TY II (W) (WORD)	2	EA	$ 100.00	$ 200.00	$ 95.00	$ 190.00	$ 80.00	$ 160.00	$ 106.00	$ 212.00	$ 215.00	$ 430.00	$ 95.00	$ 190.00

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	Engineer's Estimate		James Construction		Austin Bridge & Road		Lane Construction		Jordan Foster		Webber Construction	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
216	666 6207	REFL PAV MRK TY II (Y) 4" (SLD)	3,811	LF	$ 0.14	$ 533.54	$ 0.55	$ 2,096.05	$ 0.15	$ 571.65	$ 0.61	$ 2,324.71	$ 0.60	$ 2,286.60	$ 0.55	$ 2,096.05
217	666 6300	RE PM W/RET REQ TY I (W)4"(BRK)(100MIL)	5,642	LF	$ 0.45	$ 2,538.90	$ 0.41	$ 2,313.22	$ 0.40	$ 2,256.80	$ 0.46	$ 2,595.32	$ 1.10	$ 6,206.20	$ 0.41	$ 2,313.22
218	666 6303	RE PM W/RET REQ TY I (W)4"(SLD)(100MIL)	8,743	LF	$ 0.42	$ 3,672.06	$ 0.40	$ 3,497.20	$ 0.40	$ 3,497.20	$ 0.45	$ 3,934.35	$ 1.10	$ 9,617.30	$ 0.40	$ 3,497.20
219	666 6312	RE PM W/RET REQ TY I (Y)4"(BRK)(100MIL)	1,354	LF	$ 0.45	$ 609.30	$ 0.41	$ 555.14	$ 0.40	$ 541.60	$ 0.46	$ 622.84	$ 1.10	$ 1,489.40	$ 0.41	$ 555.14
220	666 6315	RE PM W/RET REQ TY I (Y)4"(SLD)(100MIL)	13,715	LF	$ 0.42	$ 5,760.30	$ 0.40	$ 5,486.00	$ 0.40	$ 5,486.00	$ 0.45	$ 6,171.75	$ 1.10	$ 15,086.50	$ 0.40	$ 5,486.00
221	666 6342	REF PROF PAV MRK TY I(W)4"(SLD)(100MIL)	40,206	LF	$ 0.59	$ 23,721.54	$ 0.75	$ 30,154.50	$ 0.40	$ 16,082.40	$ 0.84	$ 33,773.04	$ 1.10	$ 44,226.60	$ 0.75	$ 30,154.50
222	666 6345	REF PROF PAV MRK TY I(Y)4"(SLD)(100MIL)	37,158	LF	$ 0.59	$ 21,923.22	$ 0.77	$ 28,611.66	$ 0.40	$ 14,863.20	$ 0.86	$ 31,955.88	$ 1.90	$ 70,600.20	$ 0.77	$ 28,611.66
223	672 6007	REFL PAV MRKR TY I-C	40	EA	$ 3.45	$ 138.00	$ 15.00	$ 600.00	$ 5.00	$ 200.00	$ 16.70	$ 668.00	$ 8.30	$ 332.00	$ 15.00	$ 600.00
224	672 6009	REFL PAV MRKR TY II-A-A	385	EA	$ 3.80	$ 1,463.00	$ 3.00	$ 1,155.00	$ 5.00	$ 1,925.00	$ 3.34	$ 1,285.90	$ 8.30	$ 3,195.50	$ 3.00	$ 1,155.00
225	672 6010	REFL PAV MRKR TY II-C-R	882	EA	$ 3.80	$ 3,351.60	$ 3.25	$ 2,866.50	$ 5.00	$ 4,410.00	$ 3.62	$ 3,192.84	$ 8.30	$ 7,320.60	$ 3.25	$ 2,866.50
226	677 6001	ELIM EXT PAV MRK & MRKS (4")	25,090	LF	$ 0.50	$ 12,545.00	$ 0.42	$ 10,537.80	$ 0.35	$ 8,781.50	$ 0.47	$ 11,792.30	$ 0.45	$ 11,290.50	$ 0.42	$ 10,537.80
227	677 6003	ELIM EXT PAV MRK & MRKS (8")	2,480	LF	$ 1.50	$ 3,720.00	$ 1.00	$ 2,480.00	$ 0.80	$ 1,984.00	$ 1.12	$ 2,777.60	$ 0.55	$ 1,364.00	$ 1.00	$ 2,480.00
228	677 6008	ELIM EXT PAV MRK & MRKS (ARROW)	9	EA	$ 62.00	$ 558.00	$ 50.00	$ 450.00	$ 60.00	$ 540.00	$ 56.00	$ 504.00	$ 80.00	$ 720.00	$ 50.00	$ 450.00
229	677 6012	ELIM EXT PAV MRK & MRKS (WORD)	9	EA	$ 72.00	$ 648.00	$ 60.00	$ 540.00	$ 70.00	$ 630.00	$ 67.00	$ 603.00	$ 135.00	$ 1,215.00	$ 60.00	$ 540.00
230	677 6016	ELIM EXT PAV MRK & MRKS (RR XING)	2	EA	$ 290.00	$ 580.00	$ 170.00	$ 340.00	$ 70.00	$ 140.00	$ 190.00	$ 380.00	$ 220.00	$ 440.00	$ 170.00	$ 340.00
231	678 6001	PAV SURF PREP FOR MRK (4")	8,502	LF	$ 0.05	$ 425.10	$ 0.01	$ 85.02	$ 0.05	$ 425.10	$ 0.01	$ 85.02	$ 0.30	$ 2,550.60	$ 0.01	$ 85.02
232	678 6004	PAV SURF PREP FOR MRK (8")	66	LF	$ 0.50	$ 33.00	$ 0.02	$ 1.32	$ 0.15	$ 9.90	$ 0.02	$ 1.32	$ 0.40	$ 26.40	$ 0.02	$ 1.32
233	678 6009	PAV SURF PREP FOR MRK (ARROW)	1	EA	$ 15.00	$ 15.00	$ 5.00	$ 5.00	$ 25.00	$ 25.00	$ 5.60	$ 5.60	$ 50.00	$ 50.00	$ 5.00	$ 5.00
234	678 6016	PAV SURF PREP FOR MRK (WORD)	1	EA	$ 25.00	$ 25.00	$ 5.00	$ 5.00	$ 25.00	$ 25.00	$ 5.60	$ 5.60	$ 100.00	$ 100.00	$ 5.00	$ 5.00
235	680 6001	INSTALL HWY TRF SIG (FLASH BEACON)	1	EA	$ 20,000.00	$ 20,000.00	$ 3,900.00	$ 3,900.00	$ 9,900.00	$ 9,900.00	$ 3,940.00	$ 3,940.00	$ 3,900.00	$ 3,900.00	$ 3,900.00	$ 3,900.00
236	680 6004	REMOVING TRAFFIC SIGNALS	1	EA	$ 400.00	$ 400.00	$ 2,000.00	$ 2,000.00	$ 6,400.00	$ 6,400.00	$ 2,020.00	$ 2,020.00	$ 1,700.00	$ 1,700.00	$ 2,000.00	$ 2,000.00
237	682 6003	VEH SIG SEC (12")LED(YEL)	12	EA	$ 255.00	$ 3,060.00	$ 350.00	$ 4,200.00	$ 490.00	$ 5,880.00	$ 354.00	$ 4,248.00	$ 350.00	$ 4,200.00	$ 350.00	$ 4,200.00
238	682 6005	VEH SIG SEC (12")LED(RED)	4	EA	$ 255.00	$ 1,020.00	$ 350.00	$ 1,400.00	$ 490.00	$ 1,960.00	$ 354.00	$ 1,416.00	$ 350.00	$ 1,400.00	$ 350.00	$ 1,400.00
239	684 6031	TRF SIG CBL (TY A)(14 AWG)(5 CONDR)	1,349	LF	$ 3.00	$ 4,047.00	$ 2.50	$ 3,372.50	$ 3.00	$ 4,047.00	$ 2.53	$ 3,412.97	$ 3.00	$ 4,047.00	$ 2.50	$ 3,372.50
240	686 6008	INS TRF SIG PL AM (S)STR(TY B)LUM	4	EA	$ 6,400.00	$ 25,600.00	$ 6,900.00	$ 27,600.00	$ 8,250.00	$ 33,000.00	$ 7,000.00	$ 28,000.00	$ 6,500.00	$ 26,000.00	$ 6,900.00	$ 27,600.00
241	740 6005	ANTI - GRAFFITI COATNG(PERMNENT-TY III)	9,095	SF	$ 1.25	$ 11,368.75	$ 1.00	$ 9,095.00	$ 1.00	$ 9,095.00	$ 6.00	$ 54,570.00	$ 2.20	$ 20,009.00	$ 1.01	$ 9,185.95
242	3076 6001	D-GR HMA TY-B PG64-22	27,039	TON	$ 82.00	$ 2,217,198.00	$ 102.00	$ 2,757,978.00	$ 110.00	$ 2,974,290.00	$ 110.00	$ 2,974,290.00	$ 110.00	$ 2,974,290.00	$ 103.03	$ 2,785,828.17
243	3076 6048	D-GR HMA TY-D PG76-22	12,550	TON	$ 95.00	$ 1,192,250.00	$ 122.00	$ 1,531,100.00	$ 130.00	$ 1,631,500.00	$ 130.00	$ 1,631,500.00	$ 130.00	$ 1,631,500.00	$ 123.23	$ 1,546,536.50
244	3076 6051	D-GR HMA TY-D PG76-22 (LEVEL-UP)	70	TON	$ 105.00	$ 7,350.00	$ 180.00	$ 12,600.00	$ 180.00	$ 12,600.00	$ 200.00	$ 14,000.00	$ 190.00	$ 13,300.00	$ 201.82	$ 14,127.40
245	3081 6008	TOM-C PG 76-22 SAC-B	8,499	TON	$ 150.00	$ 1,274,850.00	$ 167.00	$ 1,419,333.00	$ 170.00	$ 1,444,830.00	$ 175.00	$ 1,487,325.00	$ 180.00	$ 1,529,820.00	$ 168.69	$ 1,433,696.31
246	3084 6001	BONDING COURSE	23,234	GAL	$ 3.75	$ 87,127.50	$ 4.35	$ 101,067.90	$ 4.50	$ 104,553.00	$ 5.00	$ 116,170.00	$ 4.65	$ 108,038.10	$ 4.39	$ 101,997.26
247	3085 6001	UNDERSEAL COURSE	16	GAL	$ 3.75	$ 60.00	$ 5.00	$ 80.00	$ 5.00	$ 80.00	$ 10.00	$ 160.00	$ 5.35	$ 85.60	$ 8.05	$ 128.80
248	4021 6001	TIP TESTING (DRILL SHAFT)	16	EA	$ 5,750.00	$ 92,000.00	$ 3,500.00	$ 56,000.00	$ 3,500.00	$ 56,000.00	$ 3,760.00	$ 60,160.00	$ 3,200.00	$ 51,200.00	$ 3,000.00	$ 48,000.00
249	5001 6002	GEOGRID BASE REINFORCEMENT (TY II)	165,964	SY	$ 1.50	$ 248,946.00	$ 1.11	$ 184,220.04	$ 1.46	$ 242,307.44	$ 1.27	$ 210,774.28	$ 1.75	$ 290,437.00	$ 1.43	$ 237,328.52
250	6001 6002	PORTABLE CHANGEABLE MESSAGE SIGN	4	EA	$ 10,500.00	$ 42,000.00	$ 5,431.71	$ 21,726.84	$ 13,600.00	$ 54,400.00	$ 21,700.00	$ 86,800.00	$ 17,000.00	$ 68,000.00	$ 14,061.68	$ 56,246.72
251	6120 6001	DEAD END ROADWAY BARRICADE	152	LF	$ 100.00	$ 15,200.00	$ 20.00	$ 3,040.00	$ 20.00	$ 3,040.00	$ 100.00	$ 15,200.00	$ 27.00	$ 4,104.00	$ 69.01	$ 10,489.52
252	6185 6002	TMA (STATIONARY)	136	DAY	$ 150.00	$ 20,400.00	$ 605.74	$ 82,380.64	$ 456.82	$ 62,127.52	$ 446.00	$ 60,656.00	$ 400.00	$ 54,400.00	$ 300.00	$ 40,800.00
253	6185 6005	TMA (MOBILE OPERATION)	4	DAY	$ 250.00	$ 1,000.00	$ 946.64	$ 3,786.56	$ 812.13	$ 3,248.52	$ 830.00	$ 3,320.00	$ 800.00	$ 3,200.00	$ 2,000.00	$ 8,000.00
254	J106-1	24" C-151, PC200 D.I. Pipe, Polyethylene Tube Protection, and Fittings; w/ Tracer Wire; Installed	10,689	LF	$ 130.00	$ 1,389,570.00	$ 185.00	$ 1,977,465.00	$ 185.00	$ 1,977,465.00	$ 200.00	$ 2,137,800.00	$ 195.00	$ 2,084,355.00	$ 185.00	$ 1,977,465.00
255	J106-2	24" C-151, PC200 D.I. Restrained Joint Pipe, Polyethylene Tube Protection, and Fittings; w/ Tracer Wire; Installed	1,048	LF	$ 195.00	$ 204,360.00	$ 256.00	$ 268,288.00	$ 256.00	$ 268,288.00	$ 273.00	$ 286,104.00	$ 270.00	$ 282,960.00	$ 256.00	$ 268,288.00
256	J106-3	Bore Only; 24" C-151, PC200 D.I. Restrained Joint Pipe, Polyethylene Tube Protection, and Fittings; w/ Tracer Wire; Installed	401	LF	$ 250.00	$ 100,250.00	$ 573.00	$ 229,773.00	$ 573.00	$ 229,773.00	$ 610.00	$ 244,610.00	$ 595.00	$ 238,595.00	$ 573.00	$ 229,773.00
257	J106-4	16" C-905, DR-18 PVC Pipe and Fittings; w/ Tracer Wire; Installed	1,361	LF	$ 85.00	$ 115,685.00	$ 146.00	$ 198,706.00	$ 146.00	$ 198,706.00	$ 190.00	$ 258,590.00	$ 155.00	$ 210,955.00	$ 146.00	$ 198,706.00
258	J106-5	16" C-905, DR-18 PVC Restrained Joint Pipe and Fittings; w/ Tracer Wire; Installed	63	LF	$ 155.00	$ 9,765.00	$ 154.00	$ 9,702.00	$ 154.00	$ 9,702.00	$ 164.00	$ 10,332.00	$ 165.00	$ 10,395.00	$ 154.00	$ 9,702.00
259	J106-7	12" C-900, DR-18 PVC Pipe and Fittings; w/ Tracer Wire; Installed	1,707	LF	$ 65.00	$ 110,955.00	$ 103.00	$ 175,821.00	$ 103.00	$ 175,821.00	$ 110.00	$ 187,770.00	$ 110.00	$ 187,770.00	$ 103.00	$ 175,821.00
260	J106-8	12" C-900, DR-18 PVC Restrained Joint Pipe and Fittings; w/ Tracer Wire; Installed	78	LF	$ 100.00	$ 7,800.00	$ 103.00	$ 8,034.00	$ 103.00	$ 8,034.00	$ 110.00	$ 8,580.00	$ 110.00	$ 8,580.00	$ 103.00	$ 8,034.00
261	J106-9	6" C-900, DR-18 PVC Pipe and Fittings; w/ Tracer Wire; Installed	110	LF	$ 35.00	$ 3,850.00	$ 53.00	$ 5,830.00	$ 53.00	$ 5,830.00	$ 57.00	$ 6,270.00	$ 60.00	$ 6,600.00	$ 53.00	$ 5,830.00
262	J106-10	4" C-900, DR-18 PVC Pipe and Fittings; w/ Tracer Wire; Installed	28	LF	$ 30.00	$ 840.00	$ 69.00	$ 1,932.00	$ 69.00	$ 1,932.00	$ 74.00	$ 2,072.00	$ 75.00	$ 2,100.00	$ 69.00	$ 1,932.00
263	J106-11	2" HDPE SDR 9 and Fittings; w/ Tracer Wire; Installed	369	LF	$ 20.00	$ 7,380.00	$ 22.00	$ 8,118.00	$ 22.00	$ 8,118.00	$ 23.50	$ 8,671.50	$ 25.00	$ 9,225.00	$ 22.00	$ 8,118.00
264	J106-12	1" HDPE SDR 9 and Fittings; w/ Tracer Wire; Installed	13	LF	$ 15.00	$ 195.00	$ 48.00	$ 624.00	$ 48.00	$ 624.00	$ 51.00	$ 663.00	$ 52.00	$ 676.00	$ 48.00	$ 624.00
265	J106-13	36" Steel Enc. Pipe, Bored; w/ 24" Restrained Joint C-151 PC200 D.I. Pipe; Installed	424	LF	$ 800.00	$ 339,200.00	$ 1,130.00	$ 479,120.00	$ 1,130.00	$ 479,120.00	$ 1,210.00	$ 513,040.00	$ 1,150.00	$ 487,600.00	$ 1,130.00	$ 479,120.00
266	J106-14	36" Steel Enc. Pipe, Open Cut; w/ 24" Restrained Joint C-151 PC200 D.I. Pipe; Installed	886	LF	$ 650.00	$ 575,900.00	$ 653.00	$ 578,558.00	$ 653.00	$ 578,558.00	$ 700.00	$ 620,200.00	$ 680.00	$ 602,480.00	$ 653.00	$ 578,558.00
267	J106-15	Concrete Encased; 36" Steel Enc. Pipe, Open Cut; w/ 24" C-151, PC200 D.I. Restrained Joint Pipe: Installed	300	LF	$ 550.00	$ 165,000.00	$ 748.00	$ 224,400.00	$ 748.00	$ 224,400.00	$ 810.00	$ 243,000.00	$ 780.00	$ 234,000.00	$ 748.00	$ 224,400.00
268	J106-16	24" Steel Enc. Pipe, Bored; w/ 16" Restrained Joint C900 DR18 PVC Pipe: Installed	190	LF	$ 650.00	$ 123,500.00	$ 693.00	$ 131,670.00	$ 693.00	$ 131,670.00	$ 740.00	$ 140,600.00	$ 735.00	$ 139,650.00	$ 693.00	$ 131,670.00
269	J106-17	24" Steel Enc. Pipe, Open Cut; w/ 16" Restrained Joint C900 DR18 PVC Pipe: Installed	365	LF	$ 500.00	$ 182,500.00	$ 369.00	$ 134,685.00	$ 369.00	$ 134,685.00	$ 402.00	$ 146,730.00	$ 385.00	$ 140,525.00	$ 369.00	$ 134,685.00
270	J106-19	20" Steel Enc. Pipe, Bored; w/ 12" Restrained Joint C900 DR 18 PVC Pipe; Installed	205	LF	$ 400.00	$ 82,000.00	$ 640.00	$ 131,200.00	$ 640.00	$ 131,200.00	$ 680.00	$ 139,400.00	$ 685.00	$ 140,425.00	$ 640.00	$ 131,200.00
271	J106-20	20" Steel Enc. Pipe, Open Cut; w/ 12" Restrained Joint C900 DR 18 PVC Pipe; Installed	967	LF	$ 250.00	$ 241,750.00	$ 242.00	$ 234,014.00	$ 242.00	$ 234,014.00	$ 265.00	$ 256,255.00	$ 250.00	$ 241,750.00	$ 242.00	$ 234,014.00
272	J106-21	8" Steel Enc. Pipe, Bored; w/ 4" Restrained Joint C900 DR 18 PVC Pipe; Installed	125	LF	$ 150.00	$ 18,750.00	$ 229.00	$ 28,625.00	$ 229.00	$ 28,625.00	$ 244.00	$ 30,500.00	$ 245.00	$ 30,625.00	$ 229.00	$ 28,625.00
273	J106-22	8" Steel Enc. Pipe, Open Cut; w/ 4" Restrained Joint C900 DR 18 PVC Pipe; Installed	342	LF	$ 100.00	$ 34,200.00	$ 111.00	$ 37,962.00	$ 111.00	$ 37,962.00	$ 126.00	$ 43,092.00	$ 120.00	$ 41,040.00	$ 111.00	$ 37,962.00
274	J106-23	4" Steel Enc. Pipe, Bored w/ 1" HDPE Service Line; Installed	125	LF	$ 100.00	$ 12,500.00	$ 159.00	$ 19,875.00	$ 159.00	$ 19,875.00	$ 170.00	$ 21,250.00	$ 170.00	$ 21,250.00	$ 159.00	$ 19,875.00

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	Engineer's Estimate		James Construction		Austin Bridge & Road		Lane Construction		Jordan Foster		Webber Construction	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
275	J106-24	4" Steel Enc. Pipe, Open Cut w/ 1" HDPE Service Line; Installed	345	LF	$ 80.00	$ 27,600.00	$ 64.00	$ 22,080.00	$ 64.00	$ 22,080.00	$ 76.00	$ 26,220.00	$ 70.00	$ 24,150.00	$ 64.00	$ 22,080.00
276	J106-25	24" Gate Valve, Box, and Marker; Installed	19	EA	$ 22,000.00	$ 418,000.00	$ 34,154.00	$ 648,926.00	$ 34,154.00	$ 648,926.00	$ 36,400.00	$ 691,600.00	$ 35,000.00	$ 665,000.00	$ 34,154.00	$ 648,926.00
277	J106-26	24" Butterfly Valve, Box, and Marker; Installed	2	EA	$ 11,000.00	$ 22,000.00	$ 26,000.00	$ 52,000.00	$ 26,000.00	$ 52,000.00	$ 27,700.00	$ 55,400.00	$ 28,000.00	$ 56,000.00	$ 26,000.00	$ 52,000.00
278	J106-27	16" Gate Valve, Box, and Marker; Installed	6	EA	$ 9,000.00	$ 54,000.00	$ 12,000.00	$ 72,000.00	$ 12,000.00	$ 72,000.00	$ 12,800.00	$ 76,800.00	$ 12,000.00	$ 72,000.00	$ 12,000.00	$ 72,000.00
279	J106-28	12" Gate Valve, Box, and Marker; Installed	12	EA	$ 2,500.00	$ 30,000.00	$ 4,540.00	$ 54,480.00	$ 4,540.00	$ 54,480.00	$ 4,840.00	$ 58,080.00	$ 4,900.00	$ 58,800.00	$ 4,540.00	$ 54,480.00
280	J106-29	2" Valve, Box, and Marker; Installed	2	EA	$ 1,500.00	$ 3,000.00	$ 1,473.00	$ 2,946.00	$ 1,473.00	$ 2,946.00	$ 1,570.00	$ 3,140.00	$ 1,600.00	$ 3,200.00	$ 1,473.00	$ 2,946.00
281	J106-30	6" Gate Valve, Box, and Marker; Installed	3	EA	$ 10,000.00	$ 30,000.00	$ 2,189.00	$ 6,567.00	$ 2,189.00	$ 6,567.00	$ 2,340.00	$ 7,020.00	$ 2,400.00	$ 7,200.00	$ 2,189.00	$ 6,567.00
282	J106-31	Air/Vacuum Relief Valve Assembly and Marker; Installed	8	EA	$ 2,750.00	$ 22,000.00	$ 22,804.00	$ 182,432.00	$ 22,804.00	$ 182,432.00	$ 24,300.00	$ 194,400.00	$ 24,000.00	$ 192,000.00	$ 22,804.00	$ 182,432.00
283	J106-32	Connect New 16" to Existing 16"; Installed	1	EA	$ 2,000.00	$ 2,000.00	$ 20,066.00	$ 20,066.00	$ 20,066.00	$ 20,066.00	$ 21,400.00	$ 21,400.00	$ 21,000.00	$ 21,000.00	$ 20,066.00	$ 20,066.00
284	J106-33	Connect New 12" to Existing 12"; Installed	4	EA	$ 1,500.00	$ 6,000.00	$ 19,084.00	$ 76,336.00	$ 19,084.00	$ 76,336.00	$ 20,400.00	$ 81,600.00	$ 20,000.00	$ 80,000.00	$ 19,084.00	$ 76,336.00
285	J106-34	Temporary Connection of New 6" to Existing 6"; Installed	1	EA	$ 1,250.00	$ 1,250.00	$ 3,541.00	$ 3,541.00	$ 3,541.00	$ 3,541.00	$ 3,780.00	$ 3,780.00	$ 3,800.00	$ 3,800.00	$ 3,541.00	$ 3,541.00
286	J106-35	Connect New 4" to Existing 4"; Installed	1	EA	$ 1,250.00	$ 1,250.00	$ 2,110.00	$ 2,110.00	$ 2,110.00	$ 2,110.00	$ 2,250.00	$ 2,250.00	$ 2,300.00	$ 2,300.00	$ 2,110.00	$ 2,110.00
287	J106-36	Connect New 4" to Existing 3"; Installed	1	EA	$ 1,000.00	$ 1,000.00	$ 1,719.00	$ 1,719.00	$ 1,719.00	$ 1,719.00	$ 1,830.00	$ 1,830.00	$ 1,900.00	$ 1,900.00	$ 1,719.00	$ 1,719.00
288	J106-37	Connect New 3" to Existing 3"; Installed	1	EA	$ 1,000.00	$ 1,000.00	$ 1,522.00	$ 1,522.00	$ 1,522.00	$ 1,522.00	$ 1,620.00	$ 1,620.00	$ 1,700.00	$ 1,700.00	$ 1,522.00	$ 1,522.00
289	J106-38	Connect New 2" to Existing 2"; Installed	2	EA	$ 1,000.00	$ 2,000.00	$ 1,446.00	$ 2,892.00	$ 1,446.00	$ 2,892.00	$ 1,540.00	$ 3,080.00	$ 1,600.00	$ 3,200.00	$ 1,446.00	$ 2,892.00
290	J106-39	24" Plug; Installed	3	EA	$ 2,000.00	$ 6,000.00	$ 9,066.00	$ 27,198.00	$ 9,066.00	$ 27,198.00	$ 9,700.00	$ 29,100.00	$ 9,800.00	$ 29,400.00	$ 9,066.00	$ 27,198.00
291	J106-40	New Fire Hydrants Assembly; Complete and Installed	9	EA	$ 5,000.00	$ 45,000.00	$ 8,456.00	$ 76,104.00	$ 8,456.00	$ 76,104.00	$ 9,000.00	$ 81,000.00	$ 9,100.00	$ 81,900.00	$ 8,456.00	$ 76,104.00
292	J106-41	8" Pressure Reducing Valve, Vault and Assembly, Installed	1	EA	$ 10,000.00	$ 10,000.00	$ 49,068.00	$ 49,068.00	$ 49,068.00	$ 49,068.00	$ 52,000.00	$ 52,000.00	$ 53,000.00	$ 53,000.00	$ 49,068.00	$ 49,068.00
293	J106-42	Water Service; 5/8" X 3/4" W/ 1" Service Tap; Complete and Installed	1	EA	$ 1,500.00	$ 1,500.00	$ 4,072.00	$ 4,072.00	$ 4,072.00	$ 4,072.00	$ 4,340.00	$ 4,340.00	$ 4,400.00	$ 4,400.00	$ 4,072.00	$ 4,072.00
294	J106-43	Relocate and Reconnect Water Service; To Include New Service lines, Fittings, Boxes, and Lids; Complete and Installed	5	EA	$ 1,500.00	$ 7,500.00	$ 2,037.00	$ 10,185.00	$ 2,037.00	$ 10,185.00	$ 2,170.00	$ 10,850.00	$ 2,200.00	$ 11,000.00	$ 2,037.00	$ 10,185.00
295	J106-44	Remove Existing Gate Valve	3	EA	$ 750.00	$ 2,250.00	$ 675.00	$ 2,025.00	$ 675.00	$ 2,025.00	$ 720.00	$ 2,160.00	$ 800.00	$ 2,400.00	$ 675.00	$ 2,025.00
296	J106-45	Cap and Grout Fill Abandoned Various Size Waterlines within TxDOT/R.R. R.O.W.; Complete, to Include Required Caps, Materials, Equipment, and Labor	2,330	LF	$ 20.00	$ 46,600.00	$ 19.00	$ 44,270.00	$ 19.00	$ 44,270.00	$ 20.30	$ 47,299.00	$ 21.00	$ 48,930.00	$ 19.00	$ 44,270.00
297	J106-46	Remove and Replace Existing Reinforced Concrete Drive, to Saw Cutting and Compacted Gravel Trench Backfill; Complete	73	SF	$ 40.00	$ 2,920.00	$ 182.62	$ 13,331.26	$ 14.50	$ 1,058.50	$ 35.90	$ 2,620.70	$ 85.00	$ 6,205.00	$ 95.00	$ 6,935.00
298	J106-47	Compacted Gravel Drive Replacement, to Include Compacted Gravel Trench Backfill; Installed	537	SF	$ 22.00	$ 11,814.00	$ 4.29	$ 2,303.73	$ 3.67	$ 1,970.79	$ 10.60	$ 5,692.20	$ 10.00	$ 5,370.00	$ 45.00	$ 24,165.00
299	J106-48	Hydro-Mulch Seeding Project; Complete	1	SF	$ 5,000.00	$ 5,000.00	$ 1.00	$ 1.00	$ 10.00	$ 10.00	$ 0.75	$ 0.75	$ 10.00	$ 10.00	$ 2.00	$ 2.00
300	J106-49	Trench Safety System Design and Implementation	18,671	LF	$ 1.00	$ 18,671.00	$ 3.50	$ 65,348.50	$ 3.50	$ 65,348.50	$ 3.73	$ 69,642.83	$ 3.65	$ 68,149.15	$ 3.50	$ 65,348.50
301	J106-50	Traffic Control Plan Development and Implementation	1	LS	$ 5,000.00	$ 5,000.00	$ 25,000.00	$ 25,000.00	$ 2,500.00	$ 2,500.00	$ 25,000.00	$ 25,000.00	$ 12,000.00	$ 12,000.00	$ 122,550.00	$ 122,550.00
302	J106-51	SWPPP Design and Implementation	1	LS	$ 5,000.00	$ 5,000.00	$ 20,000.00	$ 20,000.00	$ 3,000.00	$ 3,000.00	$ 178,000.00	$ 178,000.00	$ 15,000.00	$ 15,000.00	$ 250,000.00	$ 250,000.00
303	CIP11.06.A	Trench Safety System Plan	1	LS	$ 1,000.00	$ 1,000.00	$ 1,695.00	$ 1,695.00	$ 1,695.00	$ 1,695.00	$ 24,900.00	$ 24,900.00	$ 7,100.00	$ 7,100.00	$ 1,695.00	$ 1,695.00
304	CIP11.06.B	Trench Excavation Safety Protection Systems (All Depths)	953	LF	$ 3.50	$ 3,335.50	$ 3.50	$ 3,335.50	$ 3.50	$ 3,335.50	$ 3.73	$ 3,554.69	$ 5.00	$ 4,765.00	$ 3.50	$ 3,335.50
305	G1.05.A	Furnish, Install, and Maintain Traffic Control Plan and Traffic Control Devices along waterline route with signage, safety barriers, appurtenances, in accordance with Texas Manual on Uniform Traffic Control Devices (Latest Edition); Complete in Place	1	LS	$ 5,000.00	$ 5,000.00	$ 50,000.00	$ 50,000.00	$ 5,000.00	$ 5,000.00	$ 29,200.00	$ 29,200.00	$ 21,000.00	$ 21,000.00	$ 150,000.00	$ 150,000.00
306	W1.17.A	Restrained Pipe, 16" Dia. DI CL-250, Complete in Place, Including Excavation and Backfill	257	LF	$ 180.00	$ 46,260.00	$ 195.00	$ 50,115.00	$ 195.00	$ 50,115.00	$ 224.00	$ 57,568.00	$ 210.00	$ 53,970.00	$ 195.00	$ 50,115.00
307	W1.17.G	Furnish and install 36" Ductile Iron Pipe Carrier Pipe (Class 200 psi) including excavation, ground and surface water dewatering, embedment, backfill, metallic underground warning tape, adaptors, couplings, joint restraints, polyethylene wrap, surface restoration, disposal of excess material, incidental work not covered by other bid items, 3/8" F bedding and backfill, and appurtenances, Complete in Place	964	LF	$ 378.00	$ 364,392.00	$ 586.00	$ 564,904.00	$ 586.00	$ 564,904.00	$ 660.00	$ 636,240.00	$ 625.00	$ 602,500.00	$ 586.00	$ 564,904.00
308	W1.17.H	Furnish and Install 36" Ductile Iron restrained M.J. Plug (Class 200 psi) per AWWA C153, Complete in Place	4	EA	$ 4,380.00	$ 17,520.00	$ 12,110.00	$ 48,440.00	$ 12,110.00	$ 48,440.00	$ 12,900.00	$ 51,600.00	$ 13,000.00	$ 52,000.00	$ 12,110.00	$ 48,440.00
309	W4.05.A	Furnish and Install 48-inch steel casing pipe by open cut, not including 36" carrier pipe, with appurtenances, Complete in Place	672	LF	$ 700.00	$ 470,400.00	$ 751.00	$ 504,672.00	$ 751.00	$ 504,672.00	$ 800.00	$ 537,600.00	$ 800.00	$ 537,600.00	$ 751.00	$ 504,672.00
310	SP.W1.17.I	Furnish and Install 36" Ductile Iron restrained M.J. 90 degree bend (Class 200 psi) per AWWA C153, Complete in Place	4	EA	$ 11,690.00	$ 46,760.00	$ 19,622.00	$ 78,488.00	$ 19,622.00	$ 78,488.00	$ 20,900.00	$ 83,600.00	$ 21,000.00	$ 84,000.00	$ 19,622.00	$ 78,488.00
311	SP.W1.17.F	Ductile Iron Fittings (C-153 Weight Schedule)	1.10	TON	$ 5,500.00	$ 6,050.00	$ 62,297.00	$ 68,526.70	$ 62,297.00	$ 68,526.70	$ 66,000.00	$ 72,600.00	$ 67,000.00	$ 73,700.00	$ 62,297.00	$ 68,526.70
312	SP.W2.10.D16	Restrain Existing PVC Pipe. 16" Dia.	1	EA	$ 3,000.00	$ 3,000.00	$ 6,302.00	$ 6,302.00	$ 6,302.00	$ 6,302.00	$ 6,700.00	$ 6,700.00	$ 6,800.00	$ 6,800.00	$ 6,302.00	$ 6,302.00
313	SP.W2.10.E	Demolition shown on drawing 01C-01, including but not limited to removal of 70 LF of abandoned 16" waterline; Complete in Place	1	LS	$ 3,000.00	$ 3,000.00	$ 9,311.00	$ 9,311.00	$ 9,311.00	$ 9,311.00	$ 9,900.00	$ 9,900.00	$ 10,000.00	$ 10,000.00	$ 9,311.00	$ 9,311.00
314	SP.W2.10.G16	16" Wet Connection	1	EA	$ 6,000.00	$ 6,000.00	$ 10,313.00	$ 10,313.00	$ 10,313.00	$ 10,313.00	$ 11,000.00	$ 11,000.00	$ 11,000.00	$ 11,000.00	$ 10,313.00	$ 10,313.00
315	SP.W3.21.F	Relocation of approximately 50 LF of 16" waterline as shown on sheet 01C-03 including but not limited to furnishing and installing 16" C900 DR 21 pipe, fittings, gate valves, and fire hydrant with appurtenances. Complete in place	1	LS	$ 6,000.00	$ 6,000.00	$ 44,313.00	$ 44,313.00	$ 44,313.00	$ 44,313.00	$ 47,300.00	$ 47,300.00	$ 50,000.00	$ 50,000.00	$ 44,313.00	$ 44,313.00
316	SP.W3.21.H	Line Stop, 16" Dia.	1	EA	$ 30,000.00	$ 30,000.00	$ 30,885.00	$ 30,885.00	$ 30,885.00	$ 30,885.00	$ 33,000.00	$ 33,000.00	$ 32,000.00	$ 32,000.00	$ 30,885.00	$ 30,885.00
317	SP.W3.21.I	Pressure Tap, 16"x16"	2	EA	$ 30,000.00	$ 60,000.00	$ 54,428.00	$ 108,856.00	$ 54,428.00	$ 108,856.00	$ 58,000.00	$ 116,000.00	$ 58,000.00	$ 116,000.00	$ 54,428.00	$ 108,856.00
318	SP.W3.21.J	Valves, Insertion, 16" Dia., Hydra-Stop Insta-Valve 250 Patriot Series or other approved equal, Including cost of installation on active water line, use of concrete thrust blocks and Megalugs, Complete in Place	1	EA	$ 45,000.00	$ 45,000.00	$ 69,279.00	$ 69,279.00	$ 69,279.00	$ 69,279.00	$ 74,000.00	$ 74,000.00	$ 74,000.00	$ 74,000.00	$ 69,279.00	$ 69,279.00
319	501S-48	Jacking or Boring, 48" steel pipe, ASTM A134.	268	LF	$ 800.00	$ 214,400.00	$ 1,407.00	$ 377,076.00	$ 1,407.00	$ 377,076.00	$ 1,500.00	$ 402,000.00	$ 1,500.00	$ 402,000.00	$ 1,407.00	$ 377,076.00
320	501S-30	Jacking or Boring, 30" Steel Pipe, ASTM A134	20	LF	$ 615.00	$ 12,300.00	$ 1,746.00	$ 34,920.00	$ 1,746.00	$ 34,920.00	$ 1,860.00	$ 37,200.00	$ 1,800.00	$ 36,000.00	$ 1,746.00	$ 34,920.00
321	UPRR 02 41 00	Remove Rail Bridge 149.31	1	LS	$ 50,000.00	$ 50,000.00	$ 54,769.14	$ 54,769.14	$ 53,953.72	$ 53,953.72	$ 100,000.00	$ 100,000.00	$ 24,000.00	$ 24,000.00	$ 28,000.00	$ 28,000.00
322	UPRR 32 31 10	ROW Fence	5,000	LF	$ 14.00	$ 70,000.00	$ 30.85	$ 154,250.00	$ 10.00	$ 50,000.00	$ 18.80	$ 94,000.00	$ 25.00	$ 125,000.00	$ 30.85	$ 154,250.00
323	UPRR 33 42 00	GRANULAR BEDDING (FNAL POS) (UPRR 9x6 CULV ADD'L 6 IN DEPTH BEDDING)	270	CY	$ 90.00	$ 24,300.00	$ 144.36	$ 38,977.20	$ 90.78	$ 24,510.60	$ 72.00	$ 19,440.00	$ 100.00	$ 27,000.00	$ 47.57	$ 12,843.90

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	Engineer's Estimate		James Construction		Austin Bridge & Road		Lane Construction		Jordan Foster		Webber Construction	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
324	UPRR 33 42 16	6 - (9 FT X 6 FT) Conc Box Culv (Incl 18in Bedding)	1,056	LF	$ 1,600.00	$ 1,689,600.00	$ 1,786.54	$ 1,886,586.24	$ 1,800.00	$ 1,900,800.00	$ 2,150.00	$ 2,270,400.00	$ 1,600.00	$ 1,689,600.00	$ 2,502.44	$ 2,642,576.64
325	UPRR 33 42 16	Culvert End Treatment (Incl 18in Bedding)	2	EA	$ 100,000.00	$ 200,000.00	$ 163,261.39	$ 326,522.78	$ 163,460.95	$ 326,921.90	$ 140,000.00	$ 280,000.00	$ 110,000.00	$ 220,000.00	$ 269,548.65	$ 539,097.30
326	UPRR 34 11 10	CLEARING AND GRUBBING	4.40	AC	$ 10,000.00	$ 44,000.00	$ 2,732.30	$ 12,022.12	$ 4,000.00	$ 17,600.00	$ 14,000.00	$ 61,600.00	$ 2,100.00	$ 9,240.00	$ 10,000.00	$ 44,000.00
327	UPRR 34 11 10	Temporary Special Shoring per UPRR 01 71 23 & Temporary Handrail	480	SF	$ 125.00	$ 60,000.00	$ 240.78	$ 115,574.40	$ 213.63	$ 102,542.40	$ 160.00	$ 76,800.00	$ 258.00	$ 123,840.00	$ 329.35	$ 158,088.00
328	UPRR 34 11 10	Turnout - #15 POTO 136# ISHH CWR, Wood Ties, w/ SPRG (With HST) (Phase 1)	1	EA	$ 250,000.00	$ 250,000.00	$ 366,850.00	$ 366,850.00	$ 351,389.00	$ 351,389.00	$ 286,200.00	$ 286,200.00	$ 130,000.00	$ 130,000.00	$ 458,292.93	$ 458,292.93
329	UPRR 34 11 10	Shoofly Track - Construct 136# ISHH CWR, Wood Ties (Phase 1)	1,905	TF	$ 300.00	$ 571,500.00	$ 435.00	$ 828,675.00	$ 528.00	$ 1,005,840.00	$ 440.00	$ 838,200.00	$ 440.00	$ 838,200.00	$ 448.48	$ 854,354.40
330	UPRR 34 11 10	Shift Mainline Track - 30% Tie Replacement Materials Only	861	TF	$ 60.00	$ 51,660.00	$ 100.00	$ 86,100.00	$ 29.00	$ 24,969.00	$ 240.00	$ 206,640.00	$ 125.00	$ 107,625.00	$ 95.06	$ 81,846.66
331	UPRR 34 11 10	Wye Track - Construct 136# ISHH CWR, Wood Ties (Phase 1)	237	TF	$ 300.00	$ 71,100.00	$ 490.00	$ 116,130.00	$ 531.00	$ 125,847.00	$ 440.00	$ 104,280.00	$ 465.00	$ 110,205.00	$ 331.82	$ 78,641.34
332	UPRR 34 11 10	Derail - DPSS (Phase 1)	1	EA	$ 5,000.00	$ 5,000.00	$ 35,050.00	$ 35,050.00	$ 71,705.00	$ 71,705.00	$ 140,000.00	$ 140,000.00	$ 48,000.00	$ 48,000.00	$ 87,833.74	$ 87,833.74
333	UPRR 34 11 10	Remove Track & Dispose (Phase 1)	370	TF	$ 40.00	$ 14,800.00	$ 62.00	$ 22,940.00	$ 9.00	$ 3,330.00	$ 30.00	$ 11,100.00	$ 32.00	$ 11,840.00	$ 26.22	$ 9,701.40
334	UPRR 34 11 10	Shift Wye Track - 30% Tie Replacement (Phase 1)	314	TF	$ 150.00	$ 47,100.00	$ 225.00	$ 70,650.00	$ 68.00	$ 21,352.00	$ 240.00	$ 75,360.00	$ 265.00	$ 83,210.00	$ 95.06	$ 29,848.84
335	UPRR 34 11 10	Dispose Track	141	TF	$ 50.00	$ 7,050.00	$ 80.00	$ 11,280.00	$ 2.00	$ 282.00	$ 25.00	$ 3,525.00	$ 35.00	$ 4,935.00	$ 29.80	$ 4,201.80
336	UPRR 34 11 10	Dispose Ties	218	EA	$ 20.00	$ 4,360.00	$ 35.00	$ 7,630.00	$ 35.00	$ 7,630.00	$ 8.50	$ 1,853.00	$ 18.00	$ 3,924.00	$ 16.69	$ 3,638.42
337	UPRR 34 11 10	Remove #15 RH POTO (Phase 2)	1	EA	$ 100,000.00	$ 100,000.00	$ 28,575.00	$ 28,575.00	$ 6,903.00	$ 6,903.00	$ 17,000.00	$ 17,000.00	$ 28,000.00	$ 28,000.00	$ 14,160.37	$ 14,160.37
338	UPRR 34 11 10	Remove DPSS (Phase 2)	1	EA	$ 2,000.00	$ 2,000.00	$ 7,550.00	$ 7,550.00	$ 2,168.00	$ 2,168.00	$ 13,000.00	$ 13,000.00	$ 14,000.00	$ 14,000.00	$ 6,013.23	$ 6,013.23
339	UPRR 34 11 10	Shift Mainline Track - 0% Tie Replacement Materials Only	861	TF	$ 60.00	$ 51,660.00	$ 80.00	$ 68,880.00	$ 6.00	$ 5,166.00	$ 70.00	$ 60,270.00	$ 115.00	$ 99,015.00	$ 95.06	$ 81,846.66
340	UPRR 34 11 10	Shift Wye Track - 0% Tie Replacement (Phase 2)	443	TF	$ 60.00	$ 26,580.00	$ 110.00	$ 48,730.00	$ 23.00	$ 10,189.00	$ 20.00	$ 8,860.00	$ 200.00	$ 88,600.00	$ 95.06	$ 42,111.58
341	UPRR 34 11 10	Remove Track & Dispose (Phase 2)	1,933	TF	$ 60.00	$ 115,980.00	$ 40.00	$ 77,320.00	$ 14.00	$ 27,062.00	$ 30.00	$ 57,990.00	$ 32.00	$ 61,856.00	$ 26.22	$ 50,683.26
342	UPRR 34 11 10	Wye Track - Construct 136# ISHH CWR, Wood Ties (Phase 2)	141	TF	$ 300.00	$ 42,300.00	$ 655.00	$ 92,355.00	$ 535.00	$ 75,435.00	$ 440.00	$ 62,040.00	$ 600.00	$ 84,600.00	$ 307.56	$ 43,365.96
343	UPRR 34 11 10	Wye Track - Skeletonize 136# ISHH CWR, Wood Ties (Phase 2)	141	TF	$ 300.00	$ 42,300.00	$ 655.00	$ 92,355.00	$ 345.00	$ 48,645.00	$ 410.00	$ 57,810.00	$ 360.00	$ 50,760.00	$ 85.17	$ 12,008.97
344	UPRR 34 11 27	Subballast - Furnish, Place and Compact	3,681	CY	$ 70.00	$ 257,670.00	$ 90.24	$ 332,173.44	$ 90.16	$ 331,878.96	$ 80.00	$ 294,480.00	$ 110.00	$ 404,910.00	$ 98.33	$ 361,952.73
345	UPRR 34 11 30	Temporary Ballast Retainer & Temporary Handrail	1	LS	$ 50,000.00	$ 50,000.00	$ 100,000.00	$ 100,000.00	$ 50,000.00	$ 50,000.00	$ 10,000.00	$ 10,000.00	$ 170,000.00	$ 170,000.00	$ 68,178.99	$ 68,178.99
346	UPRR 34 11 30	Permanent Handrail	232	LF	$ 40.00	$ 9,280.00	$ 135.00	$ 31,320.00	$ 100.00	$ 23,200.00	$ 150.00	$ 34,800.00	$ 145.00	$ 33,640.00	$ 160.91	$ 37,331.12
347	A200	ASBESTOS ABATEMENT	6,000	SF	$ 10.00	$ 60,000.00	$ 20.00	$ 120,000.00	$ 3.70	$ 22,200.00	$ 5.00	$ 30,000.00	$ 6.00	$ 36,000.00	$ 4.08	$ 24,480.00
NON-BID ITEMS TO BE INCLUDED IN BID AND CONTRACT AMOUNT. DO NOT MAKE CHANGES TO THIS SECTION.																
348	132-WC01	FORCE ACCOUNT - DRAIN AND FILL PONDS	300,000	DOL	$ 1.00	$ 300,000.00	$ 1.00	$ 300,000.00	$ 1.00	$ 300,000.00	$ 1.00	$ 300,000.00	$ 1.00	$ 300,000.00	$ 1.00	$ 300,000.00
349	400-WC01	FORCE ACCOUNT - STRUCTURAL EXCAVATION UNSUITABLE MATERIAL- AS DIRECTED ALLOWANCE	100,000	DOL	$ 1.00	$ 100,000.00	$ 1.00	$ 100,000.00	$ 1.00	$ 100,000.00	$ 1.00	$ 100,000.00	$ 1.00	$ 100,000.00	$ 1.00	$ 100,000.00
350	416-WC01	FORCE ACCOUNT - CORE HOLES FOR BRIDGES	38	EA	$ 200.00	$ 7,600.00	$ 200.00	$ 7,600.00	$ 200.00	$ 7,600.00	$ 200.00	$ 7,600.00	$ 200.00	$ 7,600.00	$ 200.00	$ 7,600.00
351	999-WC01	FORCE ACCOUNT	200,000	DOL	$ 1.00	$ 200,000.00	$ 1.00	$ 200,000.00	$ 1.00	$ 200,000.00	$ 1.00	$ 200,000.00	$ 1.00	$ 200,000.00	$ 1.00	$ 200,000.00
352	999-WC03	FORCE ACCOUNT - UPRR MISC - AS DIRECTED ALLOWANCE	150,000	DOL	$ 1.00	$ 150,000.00	$ 1.00	$ 150,000.00	$ 1.00	$ 150,000.00	$ 1.00	$ 150,000.00	$ 1.00	$ 150,000.00	$ 1.00	$ 150,000.00
353	999-WC04	FORCE ACCOUNT - ASBESTOS ABATEMENT UPRR BRIDGE TO BE DEMOLISHED	25,000	DOL	$ 1.00	$ 25,000.00	$ 1.00	$ 25,000.00	$ 1.00	$ 25,000.00	$ 1.00	$ 25,000.00	$ 1.00	$ 25,000.00	$ 1.00	$ 25,000.00
354	999-WC05	FORCE ACCOUNT - RAILROAD FLAGGING	756,000	DOL	$ 1.00	$ 756,000.00	$ 1.00	$ 756,000.00	$ 1.00	$ 756,000.00	$ 1.00	$ 756,000.00	$ 1.00	$ 756,000.00	$ 1.00	$ 756,000.00
355	585-WC01	FORCE ACCOUNT - EST RIDE QUALITY BONUS/PENALTY	52,000	DOL	$ 1.00	$ 52,000.00	$ 1.00	$ 52,000.00	$ 1.00	$ 52,000.00	$ 1.00	$ 52,000.00	$ 1.00	$ 52,000.00	$ 1.00	$ 52,000.00
356	3076-WC01	FORCE ACCOUNT - EST PLACEMENT & PRODUCTION BONUS/PENALTY (TY B)	370,000	DOL	$ 1.00	$ 370,000.00	$ 1.00	$ 370,000.00	$ 1.00	$ 370,000.00	$ 1.00	$ 370,000.00	$ 1.00	$ 370,000.00	$ 1.00	$ 370,000.00
357	3076-WC02	FORCE ACCOUNT - EST PLACEMENT & PRODUCTION BONUS/PENALTY (TY D)	135,200	DOL	$ 1.00	$ 135,200.00	$ 1.00	$ 135,200.00	$ 1.00	$ 135,200.00	$ 1.00	$ 135,200.00	$ 1.00	$ 135,200.00	$ 1.00	$ 135,200.00
REPLACEMENT ALTERNATE - CITY OF HUTTO WATERLINE PIPE																
The final contract will include only one City of Hutto Waterline Pipe. If replacement alternate is selected, bid item 360 will replace bid item 309.																
358	W2.10.A	Furnish and install 36" C-900 PVC Carrier Pipe (DR 21) including excavation, ground and surface water dewatering, embedment, backfill, metallic underground warning tape, adaptors, couplings, joint restraints, polyethylene wrap, surface restoration, disposal of excess material, incidental work not covered by other bid items, 3/8" F bedding and backfill, and appurtenances, Complete in Place	964	LF	$ 300.00	$ 289,200.00	$ 469.00	$ 452,116.00	$ 469.00	$ 452,116.00	$ 525.00	$ 506,100.00	$ 510.00	$ 491,640.00	$ 925.00	$ 891,700.00
		TOTAL COST ADJUSTED FOR CORRECTNESS				**$ 71,964,089.60**		**$81,941,038.13**		**$84,407,289.43**		**$84,483,645.26**		**$89,072,350.50**		**$99,921,851.07**
		ACTUAL BID PROPOSAL						$81,941,038.13		$84,407,289.43		$84,483,645.26		$89,072,350.50		**$99,921,851.07**
		ADJUSTMENT DIFFERENCE						$0.00		($0.00)		$0.00		$0.00		($0.00)
		Addendum Acknowledgement						Y		Y		Y		N		Y
		Bid Bond						Y		Y		Y		Y		Y
		Bidder References (Minimum of Three)						Y		Y		Y		Y		Y
		Bidders Affidavit						Y		Y		Y		N		Y
		Child Support						Y		Y		Y		N		Y
		Conflict of Interest Questionnaire						Y		Y		Y		Y		Y

August 24, 2022

Ms. Kim Scherer, PE
HNTB Corporation
101 East Old Settlers Blvd., Suite 100
Round Rock, Texas 78664

RE: Recommendation to Award
FM 3349 at US 79 [P332]

Dear Ms. Scherer:
On August 24, 2022 HNTB (GEC) assisted Williamson County with opening the bids for the above referenced project. Five (5) responsive bid proposals were submitted with total base bid prices ranging from $ 81,941,038.13 to $ 99,921,851.07. HDR tabulated the bids as shown in the summary table below, and the attached bid analysis. Per the bid analysis, James Construction Group, LLC is the apparent low bidder.

Based upon our review of the Bid tabulation, we recommend Williamson County accept the bid from James Construction Group, LLC in the amount of $ 81,941,038.13.

Note that the bid form included one alternate bid item to be considered by Williamson County.

Bidder	Base Bid Amount	Rank	Difference from Engineer's Estimate		Difference from Low Bid	
			($)	(%)	($)	(%)
JAMES CONSTRUCTION GROUP, LLC	$ 81,941,038.13	1	$ 9,976,948.53	13.86%	$ -	0.00%
AUSTIN BRIDGE & ROAD, L.P.	$ 84,407,289.43	2	$ 12,443,199.83	17.29%	$ 2,466,251.30	3.01%
THE LANE CONSTRUCTION CORPORATION	$ 84,483,645.26	3	$ 12,519,555.66	17.40%	$ 2,542,607.13	3.10%
JORDAN FOSTER CONSTRUCTION, LLC	$ 89,072,350.50	4	$ 17,108,260.90	23.77%	$ 7,131,312.37	8.70%
WEBBER, LLC	$ 99,921,851.07	5	$ 27,957,761.47	38.85%	$ 17,980,812.95	21.94%

Sincerely,

HDR Engineering, Inc.

Philip A. Fulton

Philip A. Fulton, PE
Sr. Transportation Project Manager
Via e-Mail
Attachment: Bid Tabulation Analysis

HDR
710 Hesters Crossing Suite 150
Round Rock, TX 78681-7839

Commissioners Court - Regular Session **72.**

Meeting Date: 09/13/2022

T4327 Great Oaks Drive Improvements Change Order #2 (Water Line Cost Sharing)

Submitted By: Julissa Vasquez, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action regarding Change Order No. 2 in the amount of $100,234.16 for Project T4327 Great Oaks Drive Improvements (DeNucci Constructors) P: 270 Funding Source: Road Bond.

Background

This Change Order adds an item to pay the Contractor for emergency repairs to the existing City of Round Rock wastewater line that was damaged while drilling a shaft at the eastern bridge abutment on Hairy Man Road. The actual wastewater line location varied from both the as-builts and field marked locations and was in direct conflict with the original bridge design. Although the Contractor is responsible for the location and protection of utility lines within the project area, due to the mitigating circumstances and responsiveness of the Contractor in making repairs and preventing any wastewater spillage, the County will reimburse the Contractor for a portion of the cost (one third of the amount).

The following new item will be added by this Change Order.

ITEM	DESCRIPTION	QUANTITY	UNIT	COST
999-WC05	Wastewater Line Conflict - Cost Sharing	1.00	LS	$100,234.16

This Change Order results in a net increase of $100,234.16 to the Contract amount, for an adjusted Contract total of $10,710,356.23. The original Contract amount was $10,580,634.11. As a result of this and all Change Orders to-date, $129,722.12 has been added to the Contract, resulting in a 1.23% net increase 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

Attachments

T4327-Great Oaks Drive Improvements CO#2

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/08/2022 11:26 AM
Form Started By: Julissa Vasquez		Started On: 09/08/2022 07:52 AM
Final Approval Date: 09/08/2022		

WILLIAMSON COUNTY, TEXAS
CHANGE ORDER NUMBER: 2

1. CONTRACTOR: **DeNucci Constructors, LLC**

2. Change Order Work Limits: Sta. **507+00** to Sta. **508+00**

3. Type of Change(on federal-aid non-exempt projects): **Minor** (Major/Minor)

4. Reasons: **6C** (3 Max. - In order of importance - Primary first)

Project:	***T4327***
Roadway:	***Great Oaks Dr. @ Brushy Creek***
CSJ Number:	

5. Describe the work being revised:

6C. Untimely ROW/Utilities. Utilities not clear. This Change Order adds an item to pay the Contractor for emergency repairs to the existing City of Round Rock wastewater line that was damaged while drilling for a drill shaft for the Hairy Man bridge abutment. Cost sharing (one third) was agreed to by the County with the contractor, DeNucci Constructors.

6. Work to be performed in accordance with Items: **See Attached**

7. New or revised plan sheet(s) are attached and numbered: **N/A**

8. New Special Provisions/Specifications to the contract are attached: ☐ Yes ☑ No

9. New Special Provisions to Item N/A No. N/A, Special Specification Item N/A are attached.

Each signatory hereby warrants that each has the authority to execute this Change Order (CO).

The contractor must sign the Change Order and, by doing so, agrees to waive any and all claims for additional compensation due to any and all other expenses; additional changes for time, overhead and profit; or loss of compensation as a result of this change.

THE CONTRACTOR Date 9/7/22

By

Typed/Printed Name Aaron DeNucci

Typed/Printed Title Project Engineer

The following information must be provided

Time Ext. #: **N/A** Days added on this CO: **0**

Amount added by this change order: **$100,234.16**

RECOMMENDED FOR EXECUTION:

Project Manager 9/8/2022 Date

N/A
Design Engineer Date

Program Manager 9/8/2022 Date

Design Engineer's Seal:

County Commissioner Precinct 1 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 2 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 3 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 4 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Judge Date
☐ APPROVED

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: *2* ***Project #*** *T4327*

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-WC05	Wastewater Line Conflict - Cost Sharing	LS	$100,234.16	0.00	$0.00	1.00	1.00	$100,234.16	$100,234.16
TOTALS					$0.00			$100,234.16	$100,234.16

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

Great Oaks Drive Improvements
Williamson County Project No. T4327

Change Order No. 2

Reason for Change

This Change Order adds an item to pay the Contractor for emergency repairs to the existing City of Round Rock wastewater line that was damaged while drilling a shaft at the eastern bridge abutment on Hairy Man Road. The actual wastewater line location varied from both the as-builts and field marked locations and was in direct conflict with the original bridge design. Although the Contractor is responsible for the location and protection of utility lines within the project area, due to the mitigating circumstances and responsiveness of the Contractor in making repairs and preventing any wastewater spillage, the County will reimburse the Contractor for a portion of the cost (one third of the amount).

The following new item will be added by this Change Order.

ITEM	DESCRIPTION	QUANTITY	UNIT	COST
999-WC05	Wastewater Line Conflict - Cost Sharing	1.00	LS	$100,234.16

This Change Order results in a net increase of $100,234.16 to the Contract amount, for an adjusted Contract total of $10,710,356.23. The original Contract amount was $10,580,634.11. As a result of this and all Change Orders to-date, $129,722.12 has been added to the Contract, resulting in a 1.23% net increase 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 PROPOSAL

Contractor: DeNucci Constructors, LLC.

Project Name: T4327 Great Oaks Dr Improvements at Brushy Creek

Change Order Proposal Number: 6 Date: 6/1/2022

Description:

COP to provide all equipment, material and labor, including emergency bypass operations, to repair and restore damaged existing 54" BC WW main line from 5/13/22 to 5/19/22.

Labor:

Position	Quantity		Unit			Rate	Total
(Labor Breakdown Attached)	1		EA			$23,636.08	$23,636.08
							$0.00
							$0.00
							$0.00
							$0.00
						Subtotal	$23,636.08

Material

Description	Quantity		Unit		Rate	Total
(Material Breakdown Attached)	1		LS		$211,603.46	$211,603.46
						$0.00
						$0.00
						$0.00
						$0.00
						$0.00
					Subtotal	$211,603.46

Subcontractors/Vendors:

Description	Total
Subtotal	$0.00

Unit Pricing

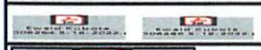
Description	Quantity		Unit		Price	Total
						$0.00
						$0.00
						$0.00
						$0.00
						$0.00
						$0.00
					Subtotal	$0.00

Equipment:

Description	Quantity		Unit	Operating Cost/Day	Stand By Rate	Total
CAT 329 Excavator	30		HR		$169.82	$5,094.60
CAT 315 Excavator	30		HR		$88.76	$2,662.80
Kubota SVL 97-2 Excavator	30		HR		$32.73	$981.90
CAT 930M Wheel Loader	30		HR		$86.76	$2,602.80
John Deere 323E Skid Steer	30		HR		$57.81	$1,734.30
Bobcat Mini Excavator	30		HR		$37.45	$1,123.50
					Subtotal	$14,199.90

Labor		$23,636.08
Labor Burden	55%	$12,999.84
Labor P & O	15%	$3,545.41
Material		$211,603.46
Material P & O	15%	$31,740.52
Subcontractor		$0.00
Subcontractor P & O	15%	$0.00
Bid Item		$0.00
Equipment	15%	$14,199.90
Bond	1%	$2,977.25
TOTAL		$300,702.47

Additional days requested: 7

Invoice	Direct Materials		
	Supplier	Invoice#	Total
	ACT	s100810709.001	3,286.16
	ALPHA CONCRETE	2022-333	3,300.00
	BENMARK	3314749	122,811.76
	BENMARK	3314855	18,546.23
	BENMARK	3314856	729.58
	CUSTOM-CRETE	31197591	2,950.10
	KUBOTA	2D06264 & Credit 2D06286	852.37
	FERGUSON	1176160	339.08
	GEOSOLUTIONS	G0131249	302.82
	GEOSOLUTIONS	G0131255	318.88
	HERCULES WIRE	A 437638	373.20
	HOBAS PIPE	2041023737	11,101.20
	RAIN FOR RENT	1738569	3,210.19
	UNITED RENTAL	206318521-001	2,080.65
	UNITED RENTAL	206318521-002	4,621.96
	UNITED RENTAL	206327434-001	952.31
	UNITED RENTAL	206338642-001	60.06
	UNITED RENTAL	206339109-001	104.57
	UNITED RENTAL	206408834-001	30,597.38
	SUNBELT RENTAL	125970197-0001	5,064.96
		TOTAL $	**211,603.46**

ACT PIPE & SUPPLY

Invoice

INVOICE DATE	INVOICE NUMBER
05/16/2022	S100810709.001

REMIT TO:
ACT PIPE AND SUPPLY, INC.
PO BOX 301282
DALLAS, TX 75303-1282

PAGE NO.: 1 of 1

BILL TO:

DENUCCI CONSTRUCTORS LLC
8310-1 CAPITAL TX HWY. N.
STE 275
AUSTIN, TX 78731

40172-234

SHIP TO:

GREAT OAKS DRIVE BRUSHY CREEK RD
3800 OAK RIDGE DRIVE
ROUND ROCK, TX 78681

CUSTOMER NUMBER	CUSTOMER PO NUMBER	JOB NAME / RELEASE NUMBER	SALESPERSON
163717	GREAT OAKS EMERGENCY		Stephen Haas

WRITER	SHIP VIA	TERMS	SHIP DATE	ORDER DATE
Stephen Haas	PICK UP	NET 30 DAYS	05/16/2022	05/16/2022

ORDER QTY	SHIP QTY	PART#	DESCRIPTION	UNIT PRICE	EXT PRICE
4ea	4ea	31285	547031200 12" SOLVENT WELD DWV HXH 45 BEND	326.170/ea	1304.68
2ea	2ea	31254	547021200 12" SOLVENT WELD DWV HXH 90 BEND	413.940/ea	827.88
2ea	2ea	31845	547191208 12" X 8" SOLVENT WELD DWV HXH REDUCER	282.860/ea	565.72
1ea	1ea	31847	547191210 12" X 10" SOLVENT WELD DWV HXH REDUCER	297.000/ea	297.00
3ea	3ea	29556	854-060 6" SCH80 VANSTONE FLG SOC CL150	50.170/ea	150.51
1ea	1ea	29568	854-080 8" SCH80 VANSTONE FLG SOC CL150	54.760/ea	54.76
3ea	3ea	5920	568050600 6" 150# FLANGED BOLT KIT GRADE 5 WITH GASKET	19.940/ea	59.82
1ea	1ea	5925	568050800 8" 150# FLANGED BOLT KIT GRADE 5 WITH GASKET	25.790/ea	25.79

2022/05/16 07:42:4 AM S100810709.1

SIGNED PER STEPHEN HAAS

Invoice is due by 06/15/2022

Past Due invoices may be subject to 1.50% late charge.

Subtotal	3286.16
S&H Charges	0.00
Tax	0.00
Payments	0.00
Amount Due	3286.16

Printed By: PAM on 5/17/2022 12:36:49 PM

Invoice

Alpha Concrete

4000 Hwy 183
Leander, TX 78641

Date	Invoice #
5/16/2022	2022-333

Bill To

DeNucci Constructors
8310-1 Capital of Texas Highway
Suite #275
Austin, TX 78731

Ship To

Hairy Man Rd
TICKET #'s 20, 21, 23

40172-202

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
	Due on receipt		5/16/2022			

Quantity	Item Code	Description	Price Each	Amount
30	Concrete	4 SK GEROUT	110.00	3,300.00T
		Tax	0.00%	0.00

Thank you for your business.

Total $3,300.00

INVOICE

BenMark Supply Company Inc.
Branch: 08 Liberty Hill

PO Box 198
Midland, TX 79702

432-682-6584

INVOICE	
3314749	
Invoice Date	Page
5/16/2022 12:53:32	1 of 3
ORDER NUMBER	
1360952	

Bill To:

DeNucci Constructors LLC
8310-1 Capital of Texas Highway
Ste 275
Austin, TX 78731

Ship To:

DeNucci Constructors LLC
8310-1 Capital of Texas Highway
Ste 275
Austin, TX 78731
USA

Ordered By: Mr. Aaron Denucci

40172-221

Customer ID: 104667

PO Number	*Term Description*	*Net Due Date*	*Disc Due Date*	*Discount Amount*
40172-2022-05-14 12:46:50	Net 30	6/15/2022	6/15/2022	0.00

Order Date	*Pick Ticket No*	*Job Name*	*Taker*
5/14/2022 10:58:41	2317948	Great Oaks	CORTINASM

Quantities					*Item ID* / *Item Description*	*Pricing UOM* / *Unit Size*	*Unit Price*	*Extended Price*
Ordered	*Shipped*	*Remaining*	*UOM* / *Unit Size*	*Disp.*				
Carrier:					*Tracking #:*			
820	820	0	EA	1.0	YMC200-120 12" 200PSI Yelomine RJIB Pipe	EA 1.0000	55.0000	45,100.00
860	860	0	FT	1.0	40-120 12" Sch40 PVC Pipe BE	FT 1.0000	38.0000	32,680.00
400	400	0	FT	1.0	160-120G 12" SDR26 CL160 PVC Pipe OR	FT 1.0000	43.7488	17,499.52
80	80	0	EA	1.0	SDR11-120-IPS-NSF-40 12" SDR11 Poly Pipe NSF61 40 ft	EA 1.0000	35.1310	2,810.48
300	300	0	FT	1.0	40-080 8" Sch40 PVC Pipe BE	FT 1.0000	27.0000	8,100.00
6	6	0	EA	1.0	FBS-080 8in Flange Bolt & Gasket Set	EA 1.0000	24.0000	144.00
6	6	0	EA	1.0	854-080 8 PVC VAN STONE FLANGE SOC CL150	EA 1.0000	96.4500	578.70
7	7	0	EA	1.0	406-080 8 PVC 90 ELL SOC SCH40	EA 1.0000	236.1535	1,653.07
12	12	0	EA	1.0	417-080 8 PVC 45 ELL SOC SCH40	EA 1.0000	223.2285	2,678.74
3	3	0	EA	1.0	725-G GALLON PVC-25 MED BODY AQUA BLUE PVC	EA 1.0000	106.0000	318.00
2	2	0	EA		725-QT	EA	45.7731	91.55

ORIGINAL

INVOICE

BenMark Supply Company Inc.
Branch: 08 Liberty Hill

PO Box 198
Midland, TX 79702

432-682-6584

INVOICE	
3314749	
Invoice Date	Page
5/16/2022 12:53:32	3 of 3
ORDER NUMBER	
1360952	

Quantities					*Item ID* *Item Description*	*Pricing UOM* *Unit Size*	*Unit Price*	*Extended Price*
Ordered	*Shipped*	*Remaining*	*UOM* *Unit Size*	*Disp.*				

Shipment Accepted By: Aaron Denucci

Total Lines: 26

SUB-TOTAL:	122,811.76
TAX:	0.00
AMOUNT DUE:	**122,811.76**

ORIGINAL

INVOICE

BenMark Supply Company Inc.
Branch: 08 Liberty Hill

PO Box 198
Midland, TX 79702

432-682-6584

INVOICE	
3314855	
Invoice Date	Page
5/16/2022 16:45:31	1 of 2
ORDER NUMBER	
1360938	

Bill To:

DeNucci Constructors LLC
8310-1 Capital of Texas Highway
Ste 275
Austin, TX 78731

Ship To:

DeNucci Constructors LLC
8310-1 Capital of Texas Highway
Ste 275
Austin, TX 78731
USA

Ordered By: Mr. Aaron Denucci **40172-221**

Customer ID: 104667

PO Number	*Term Description*	*Net Due Date*	*Disc Due Date*	*Discount Amount*
40172	Net 30	6/15/2022	6/15/2022	0.00

Order Date	*Pick Ticket No*	*Job Name*	*Taker*
5/14/2022 07:48:11	2317840	Great Oaks	CORTINASM

Quantities					*Item ID* / *Item Description*	*Pricing UOM* / *Unit Size*	*Unit Price*	*Extended Price*
Ordered	*Shipped*	*Remaining*	*UOM* / *Unit Size*	*Disp.*				
Carrier:					*Tracking #:*			
2	2	0	EA	1.0	854-060 6 PVC VAN STONE FLANGE SOC CL150	EA 1.0000	53.4725	106.95
2	2	0	EA	1.0	ALPHA-FC-060 6.60 - 7.00 Restraint Flange Coupling	EA 1.0000	500.2163	1,000.43
2	2	0	EA	1.0	FBS-060 6in Flange Bolt & Gasket Set	EA 1.0000	23.2000	46.40
1,040	1,040	0	FT	1.0	40-060 6" Sch40 PVC Pipe BE	FT 1.0000	16.2525	16,902.60
1	1	0	EA	1.0	725-G GALLON PVC-25 MED BODY AQUA BLUE PVC	EA 1.0000	106.2500	106.25
1	1	0	EA	1.0	P68P-G GALLON PRIMER-68 PURPLE PRIMER	EA 1.0000	106.2500	106.25
1	1	0	EA	1.0	406-060 6 PVC 90 ELL SOC SCH40	EA 1.0000	91.7070	91.71
2	2	0	EA	1.0	417-060 6 PVC 45 ELL SOC SCH40	EA 1.0000	92.8180	185.64

ORIGINAL

INVOICE

BenMark Supply Company Inc.
Branch: 08 Liberty Hill

PO Box 198
Midland, TX 79702

432-682-6584

INVOICE	
3314856	
Invoice Date	Page
5/16/2022 16:45:31	1 of 1
ORDER NUMBER	
1360942	

Bill To:

DeNucci Constructors LLC
8310-1 Capital of Texas Highway
Ste 275
Austin, TX 78731

Ship To:

DeNucci Constructors LLC
8310-1 Capital of Texas Highway
Ste 275
Austin, TX 78731
USA

Ordered By: Mr. Aaron Denucci

40172-221

Customer ID: 104667

PO Number	*Term Description*	*Net Due Date*	*Disc Due Date*	*Discount Amount*
40172-2022-05-14 08:30:40	Net 30	6/15/2022	6/15/2022	0.00

Order Date	*Pick Ticket No*	*Job Name*	*Taker*
5/14/2022 08:24:21	2317841	Great Oaks	CORTINASM

Quantities					*Item ID* / *Item Description*	*Pricing UOM* / *Unit Size*	*Unit Price*	*Extended Price*
Ordered	*Shipped*	*Remaining*	*UOM* / *Unit Size*	*Disp.*				
Carrier:					*Tracking #:*			
2	2	0	EA	1.0	806-060 6 PVC 90 ELL SOC SCH80	EA 1.0000	70.1025	140.21
6	6	0	EA	1.0	817-060 6 PVC 45 ELL SOC SCH80	EA 1.0000	84.2425	505.46
1	1	0	EA	1.0	725-QT QUART PVC-25 MED BODY AQUA BLUE PVC	EA 1.0000	45.7731	45.77
1	1	0	EA	1.0	P68P-QT QUART PRIMER-68 PURPLE PRIMER	EA 1.0000	38.1429	38.14

Shipment Accepted By: Aaron Denucci

Total Lines: 4

SUB-TOTAL:	729.58
TAX:	0.00
AMOUNT DUE:	**729.58**

ORIGINAL

12.5.113, 11/14/2010

Custom-Crete

A U.S. CONCRETE COMPANY

331 N. Main Street, Euless, TX 76039

INVOICE

MAKE CHECKS PAYABLE TO: Custom-Crete

REMIT TO: PO BOX 843466 Dallas, TX 75284-3466

BILLING INQUIRIES: PHONE (817) 835-4100 • FAX (817) 835-4074

CUSTOMER #	PROJECT #	LIEN LOCATION
180355		
ORDER #	**ORDER DATE**	**TERMS**
10078	05/16/22	NET 30 DAYS
PURCHASE ORDER		**CUSTOMER JOB #**
INVOICE #	**DATE**	**DUE DATE** / **PAGE**
31197591	05/16/22	06/15/22 / 1
CREDIT/DEBIT #	**CREDIT/DEBIT ORDER**	**DATE**

DeNucci Constructors, LLC
8310-1 N Capital of Texas
STE 215
Austin TX 78731-1024

40172-202

Project Name

Delivery Address 3800 OAK RIDGE

DATE	PLANT	TICKET #	PRODUCT #	DESCRIPTION	QTY	UNIT PRICE	AMOUNT
05/16/22	907	408481	CC5060A	Blend, Sand, 6.0	9.00cy	147.90	1,331.10
05/16/22	907	408481	EDELVC	DELIVERY CHARGE	1.00ea	70.00	70.00
05/16/22	907	408486	CC5060A	Blend, Sand, 6.0	10.00cy	147.90	1,479.00
05/16/22	907	408486	EDELVC	DELIVERY CHARGE	1.00ea	70.00	70.00

Please Pay By Invoice Number

a USCONCRETE company

YARDS	19.00
TONS	
NON TAXABLE	2,950.10
TAXABLE	
TAX	
TOTAL	2,950.10

EWALD KUBOTA

Austin
4715 Hwy 71 E
Del Valle, Texas 78617
(512) 385-2800

Seguin (830) 379-4591
Taylor (512) 352-5548
Fredericksburg (830) 212-4929
Selma (210) 741-7631
Georgetown (512) 868-8686
Boerne (830) 755-5305
Floresville (830) 216-7279
Corpus Christi (361) 289-0818
Marble Falls (830) 798-8800
La Grange (979) 289-1776

SOLD TO *** emailed ***
DENU00 DENUCCI CONSTRUCTORS, PO#
DIS
8301-1 CAPITAL TX HW
SUITE 275
AUSTIN, TX 78731

SHIP TO
BRUSHY CREEK
BRUSHY CREEK TRAIL
ROUND ROCK, TX

40172-204

INVOICE

Sold By: 427 PO #: 40172 Date 5/16/22 RENTAL INVOICE 2D06264
Ship By: Tax #: 9:13:19 PRT: 2

Tax	D	Qty	Description	Price	Amount
			Group: 01		
			PERIODIC BILLING FROM 5/16/22 TO 6/12/22		
			SITE CONTACT: AARON 512-423-0770		
			CONTRACT NUMBER		
08250			Contract # 005134		
			DEALERS INV TAX		
08250			UNIT INVENTORY TAX		4.23
			EQUIP RENTAL		
08250			UNIT: C00122 OTHERIMP		2100.00
			MAKE: BRAD MODEL: SFB1500		
			SERIAL#: 20-00122 DESCRIPTION: OTHERIMP		
			DATE OUT: 5/16/22 DATE IN:		
			SRVC CALL/DELIV		
08250			DELIVERY/PICKUP		250.00

$ 852.37

Ewald Kubota warranties the parts and associated labor on this invoice for a period of 30 days

Please Leave A Review

"Agricultural Exemption Certificate"
I certify the items on this invoice are for exclusive use on a farm or ranch in the production of agriculture products for sale. I understand if these items are not used exclusively in this manner, I will be liable for the tax, penalty and interest.

Credit

** SUBTOTAL	2354.23
** SALES TAX	194.22

X Charge Sale

Phone: (512)335-0600

PAY THIS AMOUNT → $2548.45

EWALD KUBOTA

Austin

4715 Hwy 71 E
Del Valle, Texas 78617
(512) 385-2800

Seguin (830) 379-4591
Taylor (512) 352-5548
Fredericksburg (830) 212-4929
Selma (210) 741-7631
Georgetown (512) 868-8686
Boerne (830) 755-5305
Floresville (830) 216-7279
Corpus Christi (361) 289-0818
Marble Falls (830) 798-8800
La Grange (979) 289-1776

SOLD TO *** emailed ***
DENU00 DENUCCI CONSTRUCTORS, PO#
DIS
8301-1 CAPITAL TX HW
SUITE 275
AUSTIN, TX 78731

40172-204
*this is a credit

SHIP TO
BRUSHY CREEK
BRUSHY CREEK TRAIL
ROUND ROCK, TX

INVOICE

Sold By: 427 PO #: 40172 Date 5/19/22 RENTAL INVOICE 2D06286
Ship By: Tax #: 9:13:13 PRT: 2

Tax	D	Qty	Description	Price	Amount
			Group: 01		
			CONTRACT NUMBER		
08250			Contract # 005134		
			DEALERS INV TAX		
08250			UNIT INVENTORY TAX		2.82-
			EQUIP RENTAL		
08250			UNIT: C00122 OTHERIMP		1564.00-
			MAKE: BRAD MODEL: SFB1500		
			SERIAL#: 20-00122 DESCRIPTION: OTHERIMP		
			DATE OUT: 5/16/22 DATE IN: 5/17/22		

Ewald Kubota warranties the parts and associated labor on this invoice for a period of 30 days

Please Leave A Review

"Agricultural Exemption Certificate"
I certify the items on this invoice are for exclusive use on a farm or ranch in the production of agriculture products for sale. I understand if these items are not used exclusively in this manner, I will be liable for the tax, penalty and interest.

** SUBTOTAL	1566.82-
** SALES TAX	129.26-

X Charge Sale

Phone: (512)335-0600

PAY THIS AMOUNT $1696.08-

FERGUSON®
WATERWORKS

FERGUSON WATERWORKS #1106
4427 FACTORY HILL DRIVE
SAN ANTONIO, TX 78219-2704

Please contact with Questions: 210-333-2410

INVOICE NUMBER	TOTAL DUE	CUSTOMER	PAGE
1176160	$339.08	40901	1 of 1

PLEASE REFER TO INVOICE NUMBER WHEN MAKING PAYMENT AND REMIT TO:

FERGUSON WATERWORKS #1106
P O BOX 847411
DALLAS, TX 75284-7411

DENUCCI CONSTRUCTORS LLC
8310-1 N CAPITAL OF TEXAS HWY
STE 275 WATERWORKS
AUSTIN, TX 78731

40172-209

SHIP TO:

COUNTER PICK UP
FERGUSON WATERWORKS #1254
200 PARK CENTRAL BLVD
GEORGETOWN, TX 78626

SHIP WHSE.	SELL WHSE.	TAX CODE	CUSTOMER ORDER NUMBER	SALESMAN	JOB NAME	INVOICE DATE	BATCH
1254	1254	TX1254	TOOLS TAXABLE	JBM	BRUSHY CREEK	05/16/22	IO 74633

ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	UM	AMOUNT
			THANK YOU FOR YOUR BUSINESS!			
			PLEASE VISIT US AT FERGUSON.COM			
			BRUSHY CREEK			
			PO 40172			
			MARTE			
			TOOLS TAXABLE			
1	1	CHD14125	14 X .125 DEMO DIA BLD	289.990	EA	289.99
1	1	BUF10083PB	10LB T-SHRT MULTI COLORED RAGS BAG	17.250	EA	17.25
1	1	W490026	8OZ WD-40 SMART STRAW LOW VOC	6.000	EA	6.00
			INVOICE SUB-TOTAL			**313.24**
			TAX	Branch 1254		**25.84**

****

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.

Looking for a more convenient way to pay your bill?

Log in to **Ferguson.com** and request access to Online Bill Pay.

TERMS: NET 10TH PROX **ORIGINAL INVOICE** **TOTAL DUE** **$339.08**

All past due amounts are subject to a service charge of 1.5% per month, or the maximum allowed by law, if lower. If Buyer fails to pay within terms, then in addition to other remedies, Buyer agrees to pay Seller all costs of collection, including reasonable attorney fees. Complete terms and conditions are available upon request or at https://www.ferguson.com/content/website-info/terms-of-sale, incorporated by reference. Seller may convert checks to ACH.
Any reference to or incorporation of Executive Order 14042 and/or the EO-implementing Federal clauses (FAR 52.223 -99 and/or DFARS 252.223-7999) is expressly rejected by Seller and shall not apply as Seller is a materials supplier and therefore exempt under the Executive Order.

GeoSolutions

7011 Bee Cave Road
Austin, TX 78746

512-330-0796
https://www.geosolutionsinc.com

Invoice G0131249

Date 5/16/2022
Order 0207403

Please remit to:
Geo-Solutions, Inc.
7011 B West Bee Cave Road

Bill To

DeNucci Constructors, LLC
8310-1 Capital of Texas Hwy N., Suite 275
Austin, TX 78731

DeNucci Constructors
ap@denucciconstructors.com;paul@denucciconstructors.com

Ship To

DeNucci Constructors, LLC
8310-1 Capital of Texas Hwy N., Suite 275
Austin, TX 78731

40172-205

Ship Via	PO	Project Name	Rep	Terms
Customer Pickup	40172	Great Oaks	BSR	Net 30

Description	Quantity	Price	Amount
DeWatering Bag (15' x 15') Dewatering Bag (15X15)	2 ea	151.41 ea	302.82

Total	302.82
Payments / Credits	0.00
Balance Due	**$302.82**

All returns are subject to a minimun 20% re-stocking fee.

Phone: 512-3300796 Email: joy.barnett@geosolutionsinc.com
If this project is tax exepmt - please send a tax exempt form with your payment. We will then deduct the tax from your invoice.

GeoSolutions

7011 Bee Cave Road
Austin, TX 78746

512-330-0796
https://www.geosolutionsinc.com

Invoice G0131255

Date 5/16/2022
Order 0207404

Please remit to:
Geo-Solutions, Inc.
7011 B West Bee Cave Road

Bill To

DeNucci Constructors, LLC
8310-1 Capital of Texas Hwy N., Suite 275
Austin, TX 78731

DeNucci Constructors
ap@denucciconstructors.com;paul@denucciconstructors.com

Ship To

DeNucci Constructors, LLC
8310-1 Capital of Texas Hwy N., Suite 275
Austin, TX 78731

40172-205

Ship Via	PO	Project Name	Rep	Terms
Customer Pickup	40172	Great Oaks	BSR	Net 30

Description	Quantity	Price	Amount
Dewatering Bag (10' x 10') Dewatering Bag (10x10)	4 ea	79.72 ea	318.88

Total	318.88
Payments / Credits	0.00
Balance Due	**$318.88**

All returns are subject to a minimun 20% re-stocking fee.

Phone: 512-3300796 Email: joy.barnett@geosolutionsinc.com
If this project is tax exepmt - please send a tax exempt form with your payment. We will then deduct the tax from your invoice.

HERCULES WIRE ROPE & SLING CO., INC.

12200 NORTH I.H. 35 - AUSTIN, TEXAS 78753

REMIT TO: P.O. BOX 1769 - HOUMA, LOUISIANA 70361-176

SALES OFFICE: (512) 834-9584
ACCOUNTING DEPT. : (985) 876-5536
ar@herculeswirerope.com
TOLL FREE 1-800-866-0639
FAX: (512) 834-9874
24 HOUR SERVICE

HOUMA, LA (985) 876-5511
FAX (985) 876-7442
LAUREL, MS (601) 425-5700
FAX (601) 425-5744
MORGAN CITY, LA (985) 385-1020
FAX (985) 385-1044

WIRE ROPE, MECHANICAL & HAND SPLICED SLINGS, LONG SPLICING, SHACKLES, WIRE ROPE CLIPS, FITTINGS, TRAWL CABLE, BLOCKS, TOW BRIDLES, NYLON & SYNTHETIC ROPES, RATCHETS, CHAIN, BOOM PENDANTS, NYLON WEB SLINGS, HERC-LUBE®, HERCULES #1 MANILA®.

ORIGINAL INVOICE NO.

A 437638

BILL TO:
DENUCCI CONSTRUCTORS, LLC
8310-1 CAP.TX.HWY.N., STE.275
AUSTIN, TX 78731

SHIP TO:
DENUCCI CONSTRUCTORS, LLC

40172-209

ORDER DATE	PURCHASE ORDER NO.	ORDERED BY	INVOICE DATE	DATE SHIPPED	SHIPPED VIA	SLMN	F.O.B.	TERMS
05/16/22	40172	KEVIN	05/17/22	/ /	W4	LL	ORIGIN	30

ORD	SHIP	B.O.	PRODUCT	DESCRIPTION	UNIT	UNIT PRICE	AMOUNT
2	2		EEF2-904X20	[H1] 4" X 20' 2-PLY NYLON WEB SLING FLAT EYES EACH END.	EACH	172.38	344.76

Page 1

Subtotal	$344.76
Sales Tax	$28.44
Total	$373.20

NO CREDIT OR ALLOWANCES WILL BE ISSUED ON ANY PURCHASE AFTER 30 DAYS OF INVOICE

** INSTRUCTIONS, WARNINGS, AND RATED CAPACITIES PROVIDED **

Thank You

Purchaser acknowledges that an authorized representative will sign for receipt of all items purchased; all sales are final; all accounts payable in full within 30 days of invoice; invoices not paid within 45 of purchase will be charged 1.5% interest per month (18% per annum) from date of purchase; 25% attorney's fees due on delinquent accounts if placed in hands of attorney for collections; all courts and collection costs; venue and jurisdiction exceptions waived and suit can be filled in Terrebone parish.

AUTHORIZED SIGNATURE

Invoice

HOBAS PIPE USA
Plant Houston
1413 E. Richey Rd.
HOUSTON TX 77073

HOBAS®

SOLD TO:

DeNucci Constructors
Suite 275 8310-1 N. Capital of Texas Hwy
AUSTIN TX 78731
USA

INVOICE # 2041023737

DATE: 05/17/2022

JOB NUMBER: 1341002560

SHIP TO:

DeNucci Constructors

Emergency - 54" existing pipe damage
Round Rock, Texas

TERMS	P.O. NO.	SALES PERSON	SHIPPED VIA	SHIPPING DATE	SHIPPED FROM
30 days after invoice date	Signed Quote	Rivera Victor	Truck	05/17/2022	Houston, Texas

Item	Material	Material description	Quantity	Unit	Unit price	USD Total
10	1249992	P54-25-0046-FP-PE-PE	15.000	FT	478.00	7,170.00
20	412394	Closure-SS-54	2	PC	1,965.60	3,931.20
Subtotal						11,101.20

HOBAS BILL OF LADING 1841059877

PLEASE REMIT TO: HOBAS PIPE USA
1413 E. Richey Road,
Houston, TX 77073

THANK YOU!!!

TOTAL AMOUNT DUE: 11,101.20

ap@denucciconstructors.com

From: Taylor, Elizabeth (TAE) <etaylor@hobaspipe.com>
Sent: Friday, May 13, 2022 6:11 PM
To: Aaron DeNucci
Cc: ap@denucciconstructors.com; Josh Walenta; Paul DeNucci
Subject: RE: EMERGENCY - existing 54" Pipe damaged

Aaron,

HOBAS PIPE

Per our conversation, the total amount after tax is $12,016.75. As we discussed, if there is any discrepancy later (paid too much or too little) we will adjust that afterwards, but with a physical check of this amount I can release the pipe and closures to the driver tomorrow.

1413 E Richey Road Houston, Texas

Elizabeth Taylor
Project Manager

T: +1 (281) 821-2200 x278
M: +1 (817) 716-9169
www.hobaspipe.com
1413 E. Richey Rd., Houston, TX, 77073
HOBAS®

This message and any attachment are confidential and may be privileged or otherwise protected from disclosure. If you are not the intended recipient, please telephone or email the sender immediately and delete this message and any attachment from your system. If you are not the intended recipient you must not copy this message or attachment nor disclose the contents to any other person nor take any action based on it.

From: Aaron DeNucci <aarond@denucciconstructors.com>
Sent: Friday, May 13, 2022 5:50 PM
To: Taylor, Elizabeth (TAE) <etaylor@hobaspipe.com>
Cc: ap@denucciconstructors.com; Josh Walenta <JoshW@denucciconstructors.com>; Paul DeNucci <paul@denucciconstructors.com>
Subject: Re: EMERGENCY - existing 54" Pipe damaged

Can I send my own hauler with a trailer to come pick it up tomorrow?

Aaron J. DeNucci
DeNucci Constructors, LLC
8310-1 Cap Tx Hwy N. Ste 275
Austin, Texas 78731
512-335-0600 office
512-342-0600 fax
512-423-0770 cell
aarond@denucciconstructors.com
www.denucciconstructors.com

ap@denucciconstructors.com

From: Taylor, Elizabeth (TAE) <etaylor@hobaspipe.com>
Sent: Friday, May 27, 2022 11:09 AM
To: ap@denucciconstructors.com
Cc: 'Cindy'
Subject: RE: EMERGENCY - existing 54" Pipe damaged
Attachments: Invoice 2041023737 - DeNucci Constructors.PDF

Invoice that was processed is attached.

Please note though, you will actually be receiving a partial credit next month as we charged you taxes and shouldn't have.

Elizabeth Taylor
Project Manager

HOBAS®

T: +1 (281) 821-2200 x278
M: +1 (817) 716-9169
www.hobaspipe.com
1413 E. Richey Rd., Houston, TX, 77073

This message and any attachment are confidential and may be privileged or otherwise protected from disclosure. If you are not the intended recipient, please telephone or email the sender immediately and delete this message and any attachment from your system. If you are not the intended recipient you must not copy this message or attachment nor disclose the contents to any other person nor take any action based on it.

From: ap@denucciconstructors.com <ap@denucciconstructors.com>
Sent: Tuesday, May 24, 2022 3:07 PM
To: Taylor, Elizabeth (TAE) <etaylor@hobaspipe.com>
Cc: 'Cindy' <cindyn@denucciconstructors.com>
Subject: RE: EMERGENCY - existing 54" Pipe damaged

Hi Elizabeth,

Is it possible to get an invoice for the $12,016.75 we paid?

Thank you,

Alyssa Breeding
Administrator/ Accounts Payable
DeNucci Constructors, LLC
8310-1 Cap Tx Hwy N. Ste 275
Austin, Texas 78731
512-335-0600 office
512-342-0600 fax

www.denucciconstructors.com

As I mentioned on the phone, I'm going to do my best to get this to you tomorrow but it may have to be Monday. I'll keep you posted throughout the weekend.

Sent from my iPhone

On May 13, 2022, at 5:29 PM, Aaron DeNucci <aarond@denucciconstructors.com> wrote:

Elizabeth, pricing is approved. Please release materials for delivery to 3803 Oak Ridge Dr Round Rock TX asap. We will run the bypass tonight and need to accept the 15' joint and closures tomorrow 5/14 via hotshot please.

Aaron J. DeNucci
DeNucci Constructors, LLC
8310-1 Cap Tx Hwy N. Ste 275
Austin, Texas 78731
512-335-0600 office
512-342-0600 fax
512-423-0770 cell
aarond@denucciconstructors.com
www.denucciconstructors.com

On May 13, 2022, at 16:46, Taylor, Elizabeth (TAE) <etaylor@hobaspipe.com> wrote:

From: Taylor, Elizabeth (TAE) <etaylor@hobaspipe.com>
Sent: Friday, May 13, 2022 4:37 PM
To:aarondd@denucciconstructors.com
Subject: EMERGENCY - existing 54" Pipe damaged

Aaron,

I have a 54" SN 46 pipe I can make available for you. Price is $478 per LF for the pipe and the SS closures are $1965.6 each. Please let me know if that is approved and I can add this in as a a new order.

Also, what is the address we can use for delivery? I will also need a jobsite contact (name & number)

Thank you!

INVOICE

Rain For Rent San Antonio
3598 S WW White Road
San Antonio TX 78222
210-648-4006

24/7 Emergency 800-742-7246
www.rainforrent.com

Your sales person	REMIT PAYMENTS TO:
JAMES T. GEORGER	Rain for Rent RAIN FOR RENT FILE 52541 LOS ANGELES, CA 90074-2541

CONTRACT # 1148804
CUSTOMER DeNucci Constructors LLC

CUSTOMER # 140445

NAME DeNucci Constructors LLC

ADDRESS 8310-1 N. Capital of Texas Hwy., Ste. 275
Austin TX 78731

PHONE

INVOICE#	INVOICE DATE	PO or JOB#	PAYMENT DUE
1738569	5/19/2022	GREAT OAKS DRIVE	6/18/2022

PLEASE PAY $3,210.19

SHIPPED TO JOBSITE:

NAME DeNucci Constructors LLC

ADDRESS GREAT OAKS DRIVE IMPROVEMENTS
Brushy Creek Road
Austin TX 78731

PHONE

40172-321

QTY	UOM	DESCRIPTION	PRODUCT #	STATUS	DATE OUT	BILLED THRU	DAYS BILLED	PRICE	AMOUNT	TAXABLE
1.00	EA	Pump Trash 6" DV150I HD 4045TF285 TR	610261	Returned	5/14/2022	5/18/2022	5.00	$868.50	$868.50	Y
3.00	EA	Hose 6"x20' HD Tank Truck Ind Groove 150#	722821	Returned	5/14/2022	5/18/2022	5.00	$75.00	$225.00	Y
1.00	EA	Delivery Hauling AFTER HOURS DELIVERY, 5/14/22	M110			SERVICES	0.00	$892.50	$892.50	Y
1.00	EA	General Labor AFTER HOURS YARD LABOR, 5/14/22	M149			SERVICES	0.00	$366.00	$366.00	Y
1.00	EA	Return Hauling 5/18/22	M108			SERVICES	0.00	$165.41	$165.41	Y
1.00	EA	Fuel Surcharge	FSC			SERVICES	0.00	$412.58	$412.58	Y

ENVIRONMENTAL FEE:	$35.54
TOTAL SALES:	$0.00
TOTAL RENTALS:	$1,093.50
TOTAL SERVICES:	$1,836.49
TOTAL OTHER:	$0.00
SUBTOTAL:	$2,965.53
TAX:	$244.66
TOTAL:	$3,210.19

FOR PROPER CREDIT, PLEASE INCLUDE INVOICE NUMBER ON YOUR PAYMENT.
PAST DUE AMOUNTS ARE SUBJECT TO A SERVICE CHARGE OF 1.50%
CUSTOMER, (RENTEE OR BUYER as context requires), shall be deemed to accept
ll terms, conditions and provisions hereof upon execution of this agreement;
rdering; or delivery of equipment to customer, whichever comes first.

PAYMENT TERMS: NET 30

SIGNATURE: _____ DATE: _____

Printed Date: 5/19/2022

United Rentals

TRENCH SAFETY
BRANCH C35
13119 DESSAU RD
AUSTIN TX 78754-2039
512-479-5058

PARTIAL RETURN INVOICE

206318521-001

Job Sit

GREAT OAKS IMPROVEMENTS
BRUSHY CREEK RD & GREAT OAKS
ROUND ROCK TX 78681

Office: 512-335-0600 **Cell:** 512-913-9118

DENUCCI CONSTRUCTORS LLC
8310-1 CAP TX HWY N STE 275
AUSTIN TX 78731

40172-275

Customer #	: 1140558
Invoice Date	: 05/17/22
Rental Out	: 05/13/22 05:33 PM
Rental In	: 05/17/22 09:21 AM
UR Job Loc	: BRUSHY CREEK RD & GR
UR Job #	: 65
Customer Job ID:	
P.O. #	: NOE
Ordered By	: NOE ROJAS
Reserved By	: MICHAEL ROBERTS
Salesperson	: KRISTEN HARVEY

Invoice Amount: $2,080.65

Terms: Due Upon Receipt
Payment options: Contact our credit office 212-333-6600 Ext. 84974
REMIT TO: UNITED RENTALS (NORTH AMERICA),INC.
PO BOX 840514
DALLAS TX 75284-0514

RENTAL ITEMS:

Qty	Equipment	Description	Minimum	Day	Week	4 Week	Amount
1	1211140	TRENCH BOX 10' X 16' (4" FB) Make: SPEEDSHORE Model: TS-1016DW4FB-SP Serial: 11-2210		206.00	515.00	1,545.00	515.00

Rental Subtotal: 515.00

SALES/MISCELLANEOUS ITEMS:

Qty	Item	Price	Unit of Measure	Extended Amt.
1	DELIVERY CHARGE	1125.000	EACH	1,125.00
1	PICKUP CHARGE	300.000	EACH	300.00

Sales/Misc Subtotal: 1,425.00

Agreement Subtotal: 1,940.00
Tax: 140.65
Total: 2,080.65

COMMENTS/NOTES:

CONTACT: NOE ROJAS
CELL#: 512-913-9118
DLV/PKU LOC SELECTED BY MAP PIN OPTION.
CORNER OF BRUSHY CREEK RD & S. GREAT
OAKS DR. GO NORTH ONTO GREAT OAKS DR.
DROP LOCATION IS AT THE 90 DEGREE LEFT
DELIVERED BY MIGUEL AND JOSE AND OSH

ARE YOU OR YOUR EMPLOYEES IN NEED OF OPERATOR CERTIFICATION TRAINING?
CONTACT UNITED ACADEMY TODAY
844-222-2345 OR WWW.UNITEDRENTALS.COM/TRAINING

Effective January 1, 2021 and where permitted by law, United Rentals may impose a surcharge of 1.8% for credit card payments on charge accounts. This surcharge is not greater than our merchant discount rate for credit card transactions and is subject to sales tax in some jurisdictions.

NOTICE: This invoice is subject to the terms and conditions of the Rental and Service Agreement, which are available at https://www.unitedrentals.com/legal/rental-service-terms-US and which are incorporated herein by reference. A COPY OF THE RENTAL AND SERVICE AGREEMENT TERMS ARE AVAILABLE IN PAPER FORM UPON REQUEST.

United Rentals

TRENCH SAFETY
BRANCH C35
13119 DESSAU RD
AUSTIN TX 78754-2039
512-479-5058

RENTAL RETURN INVOICE

206318521-002

Customer #	: 1140558
Invoice Date	: 05/17/22
Rental Out	: 05/13/22 05:33 PM
Rental In	: 05/17/22 09:21 AM
UR Job Loc	: BRUSHY CREEK RD & GR
UR Job #	: 65
Customer Job ID:	
P.O. #	: NOE
Ordered By	: NOE ROJAS
Reserved By	: MICHAEL ROBERTS
Salesperson	: KRISTEN HARVEY

Job Sit

GREAT OAKS IMPROVEMENTS
BRUSHY CREEK RD & GREAT OAKS
ROUND ROCK TX 78681

Office: 512-335-0600 **Cell:** 512-913-9118

DENUCCI CONSTRUCTORS LLC
8310-1 CAP TX HWY N STE 275
AUSTIN TX 78731

40172-275

Invoice Amount: $4,621.96

Terms: Due Upon Receipt
Payment options: Contact our credit office 212-333-6600 Ext. 84974
REMIT TO: UNITED RENTALS (NORTH AMERICA),INC.
PO BOX 840514
DALLAS TX 75284-0514

RENTAL ITEMS:

Qty	Equipment	Description	Minimum	Day	Week	4 Week	Amount
1	10224724	TRENCH BOX 4' X 16' (4" WALL) Make: SPEEDSHORE Model: TS-0416UR4 Serial: U-13-7356-S		81.00	220.00	627.00	220.00
1	23657BT	TRENCH BOX 4' X 16' (4" WALL) Make: PRO TECH Model: PRO4-416D Serial: 23657		81.00	220.00	627.00	220.00
12	940/5516	SPREADER BAR (KIT) 8" X 9'		10.00	20.00	32.00	240.00
12	940/5512	SPREADER BAR (KIT) 8" X 7'		10.00	15.00	29.00	180.00
24	941/8101	SPREADER BAR PIN 10"		6.00	7.00	8.00	168.00
8	941/8103	STACKING PINS FOR STEEL BOXES		9.00	14.00	30.00	112.00
2	944/9944	ROAD PLATE 8' X 16'		59.00	138.00	276.00	276.00
1	11251051	PLUG TEST/FRONT 24-60" W/ RV & SLEEVE Make: CHERNE IND Model: 617608 Serial: 210410G301		291.00	713.00	1,760.00	713.00
2	500/9027	ROPE 30' INFLATION HOSE WITH GAUGE		29.00	57.00	141.00	114.00
1	11240106	PLUG TEST/FRONT 24-60" W/ RV & SLEEVE Make: CHERNE IND Model: 617608 Serial: 210517G301		291.00	713.00	1,760.00	713.00

Rental Subtotal: 2,956.00

SALES/MISCELLANEOUS ITEMS:

Qty	Item		Price	Unit of Measure	Extended Amt.
1	ENVIRONMENTAL SERVICE CHARGE	[ENV/MCI]	28.520	EACH	28.52
1	DELIVERY CHARGE		200.000	EACH	200.00
1	PICKUP CHARGE		1125.000	EACH	1,125.00

Sales/Misc Subtotal: 1,353.52

Agreement Subtotal: 4,309.52
Tax: 312.44
Total: 4,621.96

COMMENTS/NOTES:

CONTACT: NOE ROJAS
CELL#: 512-913-9118
DLV/PKU LOC SELECTED BY MAP PIN OPTION.
CORNER OF BRUSHY CREEK RD & S. GREAT
OAKS DR. GO NORTH ONTO GREAT OAKS DR.
DROP LOCATION IS AT THE 90 DEGREE LEFT
DELIVERED BY MIGUEL AND JOSE AND OSH

CONTINUED

Effective January 1, 2021 and where permitted by law, United Rentals may impose a surcharge of 1.8% for credit card payments on charge accounts. This surcharge is not greater than our merchant discount rate for credit card transactions and is subject to sales tax in some jurisdictions.

NOTICE: This invoice is subject to the terms and conditions of the Rental and Service Agreement, which are available at https://www.unitedrentals.com/legal/rental-service-terms-US and which are incorporated herein by reference. A COPY OF THE RENTAL AND SERVICE AGREEMENT TERMS ARE AVAILABLE IN PAPER FORM UPON REQUEST.

United Rentals

RENTAL RETURN INVOICE

206327434-001

BRANCH D81
3506 CHAPMAN LN
AUSTIN TX 78744-1216
512-442-1600
512-442-5251 FAX

Job Site

GREAT OAKS DRIVE
3803 OAKRIDGE DR
ROUND ROCK TX 78681-2572

Office: 512-335-0600 **Cell:** 737-200-9803

DENUCCI CONSTRUCTORS LLC
8310-1 CAP TX HWY N STE 275
AUSTIN TX 78731

40172-204

Customer #	: 1140558
Invoice Date	: 05/18/22
Rental Out	: 05/15/22 07:24 AM
Rental In	: 05/17/22 02:55 PM
UR Job Loc	: 3803 OAKRIDGE DR, RO
UR Job #	: 76
Customer Job ID:	
P.O. #	: 40172
Ordered By	: AARON DENUCCI
Reserved By	: GARRETT HOBBS
Salesperson	: DEREK KNUTTY

Invoice Amount: $952.31

Terms: Due Upon Receipt
Payment options: Contact our credit office 212-333-6600 Ext. 84974
REMIT TO: UNITED RENTALS (NORTH AMERICA),INC.
PO BOX 840514
DALLAS TX 75284-0514

RENTAL ITEMS:

Qty	Equipment	Description	Minimum	Day	Week	4 Week	Amount
1	10994228	COMPRESSOR 175-195 CFM TIER 4 Make: SULLAIR Model: 185DPQ-KU Serial: 201903020026 Meter out: 738.20 Meter in: 741.30		222.00	403.00	744.00	403.00

Rental Subtotal: 403.00

SALES/MISCELLANEOUS ITEMS:

Qty	Item		Price	Unit of Measure	Extended Amt.
1	LABOR After hours service charge	[LABOR/MCI]		EACH	N/C
1	TX UNIT PROPERTY TAX	[DRSURTX/MCI]	.778	EACH	.78
1	ENVIRONMENTAL SERVICE CHARGE	[ENV/MCI]	8.060	EACH	8.06
3.60	DYED DIESEL	[DYEDDSL/MCI]	10.500	EACH	37.80
1	DELIVERY CHARGE		215.080	EACH	215.08
1	PICKUP CHARGE		215.080	EACH	215.08

Sales/Misc Subtotal: 476.80

Agreement Subtotal: 842.00
Fuel: 37.80
Tax: 72.51
Total: 952.31

COMMENTS/NOTES:

CONTACT: RYAN DENUCCI
CELL#: 512-971-2368

Effective January 1, 2021 and where permitted by law, United Rentals may impose a surcharge of 1.8% for credit card payments on charge accounts. This surcharge is not greater than our merchant discount rate for credit card transactions and is subject to sales tax in some jurisdictions.

NOTICE: This invoice is subject to the terms and conditions of the Rental and Service Agreement, which are available at https://www.unitedrentals.com/legal/rental-service-terms-US and which are incorporated herein by reference. A COPY OF THE RENTAL AND SERVICE AGREEMENT TERMS ARE AVAILABLE IN PAPER FORM UPON REQUEST.

United Rentals

TRENCH SAFETY
BRANCH C35
13119 DESSAU RD
AUSTIN TX 78754-2039
512-479-5058

RENTAL RETURN INVOICE

206338642-001

Job Sit

GREAT OAKS IMPROVEMENTS
BRUSHY CREEK RD & GREAT OAKS
ROUND ROCK TX 78681

Office: 512-335-0600 **Cell:** 512-913-9118

DENUCCI CONSTRUCTORS LLC
8310-1 CAP TX HWY N STE 275
AUSTIN TX 78731

40172-275

Customer #	: 1140558
Invoice Date	: 05/17/22
Rental Out	: 05/16/22 05:00 PM
Rental In	: 05/17/22 09:22 AM
UR Job Loc	: BRUSHY CREEK RD & GR
UR Job #	: 65
Customer Job ID:	
P.O. #	: NOE
Ordered By	: NOE ROJAS
Reserved By	: MICHAEL ROBERTS
Salesperson	: KRISTEN HARVEY

Invoice Amount: $60.06

Terms: Due Upon Receipt
Payment options: Contact our credit office 212-333-6600 Ext. 84974
REMIT TO: UNITED RENTALS (NORTH AMERICA),INC.
PO BOX 840514
DALLAS TX 75284-0514

RENTAL ITEMS:

Qty	Equipment	Description	Minimum	Day	Week	4 Week	Amount
8	940/5526	SPREADER BAR (KIT) 8" X 14'		7.00	13.00	33.00	56.00

Rental Subtotal:	56.00
Agreement Subtotal:	56.00
Tax:	4.06
Total:	60.06

COMMENTS/NOTES:

CONTACT: NOE ROJAS
CELL#: 512-913-9118
CORNER OF BRUSHY CREEK RD & S. GREAT OAKS DR. GO NORTH ONTO GREAT OAKS DR. DROP LOCATION IS AT THE 90 DEGREE LEFT

ARE YOU OR YOUR EMPLOYEES IN NEED OF OPERATOR CERTIFICATION TRAINING?
CONTACT UNITED ACADEMY TODAY
844-222-2345 OR WWW.UNITEDRENTALS.COM/TRAINING

Effective January 1, 2021 and where permitted by law, United Rentals may impose a surcharge of 1.8% for credit card payments on charge accounts. This surcharge is not greater than our merchant discount rate for credit card transactions and is subject to sales tax in some jurisdictions.

NOTICE: This invoice is subject to the terms and conditions of the Rental and Service Agreement, which are available at https://www.unitedrentals.com/legal/rental-service-terms-US and which are incorporated herein by reference. A COPY OF THE RENTAL AND SERVICE AGREEMENT TERMS ARE AVAILABLE IN PAPER FORM UPON REQUEST.

United Rentals

TRENCH SAFETY
BRANCH 035
13119 DESSAU RD
AUSTIN TX 78754-2039
512-479-5058

SALE AGREEMENT/INVOICE

206339109-001

Job Si

GREAT OAKS IMPROVEMENTS
BRUSHY CREEK RD & GREAT OAKS
ROUND ROCK TX 78681

Office: 512-335-0600 **Cell:** 512-913-9118

DENUCCI CONSTRUCTORS LLC
8310-1 CAP TX HWY N STE 275
AUSTIN TX 78731

40172-275?

Customer #	: 1140558
Invoice Date	: 05/16/22 09:45 AM
UR Job Loc	: BRUSHY CREEK RD & GR
UR Job #	: 65
Customer Job ID:	
P.O. #	: 40172
Ordered By	: NOE ROJAS
Written By	: CESAR ZAPATA
Salesperson	: MICHAEL ROBERTS

Invoice Amount: $104.57

Terms: Due Upon Receipt
Payment options: Contact our credit office 212-333-6600 Ext. 8
REMIT TO: UNITED RENTALS (NORTH AMERICA),INC.
PO BOX 840514
DALLAS TX 75284-0514

Qty	Item number	Stock class	Unit of Measure	Price	Amount
10	BLADE,ABRSV,3PLY, FOR DUCTILE 66252835388	NORTN	BLADE	9.750	97.50

DELIVERY CHARGE
SHIP TO: GREAT OAKS IMPROVEMENTS
BRUSHY CREEK RD & GREAT OAKS
ROUND ROCK TX 78681
Dlv/Pku loc selected by Map Pin Option.
Corner of Brushy Creek Rd & S. Great Oaks Dr. Go North onto Great Oaks Dr. drop location is at the 90 degree left

Sub-total:	97.50
Tax:	7.07
Total:	104.57

EFFECTIVE JANUARY 1, 2021 AND WHERE PERMITTED BY LAW, UNITED RENTALS MAY IMPOSE A SURCHARGE OF 1.8% FOR CREDIT CARD PAYMENTS ON CHARGE ACCOUNTS. THIS SURCHARGE IS NOT GREATER THAN OUR MERCHANT DISCOUNT RATE FOR CREDIT CARD TRANSACTIONS AND IS SUBJECT TO SALES TAX IN SOME JURISDICTIONS.

READ BEFORE SIGNING:
(1) BY SIGNING THIS AGREEMENT, CUSTOMER AGREES TO ALL TERMS AND CONDITIONS ON THE FRONT AND BACK OF THIS AGREEMENT (2) ACKNOWLEDGES RECEIPT OF THE ITEMS IN GOOD WORKING ORDER, AND (3) IS FULLY FAMILIAR WITH THE OPERATION AND USE OF THE ITEMS.

X

CUSTOMER SIGNATURE	DATE	CUSTOMER NAME PRINTED	UNITED RENTALS REPRESENTATIVE/DELIVERED BY DATE

A LARGER FONT COPY OF THE TERMS AND CONDITIONS IS AVAILABLE UPON REQUEST.

United Rentals

FLUID SOLUTIONS
BRANCH SAO
2940 SE LOOP 410
SAN ANTONIO TX 78222-2204
830-606-7788
830-606-7770 FAX

RENTAL RETURN INVOICE

206408834-001

Job Sit

GREAT OAKS DRIVE
3803 OAKRIDGE DR
ROUND ROCK TX 78681-2572

Office: 512-335-0600 **Cell:** 737-200-9803

Customer #	: 1140558
Invoice Date	: 05/19/22
Rental Out	: 05/13/22 12:00 PM
Rental In	: 05/16/22 04:00 PM
UR Job Loc	: 3803 OAKRIDGE DR, RO
UR Job #	: 76
Customer Job ID:	
P.O. #	: AARON-RYAN
Ordered By	: RYAN DENUCCI
Reserved By	: CHEYENNE BERRY
Salesperson	: CHEYENNE BERRY

DENUCCI CONSTRUCTORS LLC
8310-1 CAP TX HWY N STE 275
AUSTIN TX 78731

40172-234?

Invoice Amount: $30,597.38

Terms: Due Upon Receipt
Payment options: Contact our credit office 212-333-6600 Ext. 84974
REMIT TO: UNITED RENTALS (NORTH AMERICA),INC.
PO BOX 840514
DALLAS TX 75284-0514

RENTAL ITEMS:

Qty	Equipment	Description	Minimum	Day	Week	4 Week	Amount
1	11218590	PUMP 6" DBA-SILENCER VAC ASSIST - DIESEL Make: GENERAC Model: MTP6DZD-STD-URI Serial: 232217 Meter out: 416.90 Meter in: 417.00 SUCTION: 8IN MALE CAMLOCK DISCHARGE: 8" FLANGE	900.00	450.00	900.00	2,700.00	900.00
1	10735256	PUMP 6" VAC ASSIST - DIESEL Make: CORNELL Model: 6612T-RP-QSF2.8 Serial: 221233 Meter out: 3219.60 Meter in: 3220.00 SUCTION: 8IN MALE CAMLOCK DISCHARGE: 8" FLANGE	900.00	450.00	900.00	2,700.00	900.00
1	PU06984SA	PUMP 6" DBA-SILENCER VAC ASSIST - DIESEL Make: BAKERCORP Model: BP66LS-GD66AT Serial: 1R9AA1217DG296124 Meter out: 5550.00 Meter in: 5550.00 SUCTION: 8IN MALE CAMLOCK DISCHARGE: 8" FLANGE	900.00	450.00	900.00	2,700.00	900.00
1	10740609	PUMP 6" DBA-SILENCER VAC ASSIST - DIESEL Make: CORNELL Model: 6612T-RP-QSF2.8 Serial: 221940 Meter out: 4262.00 Meter in: 4262.00 SUCTION: 8IN MALE CAMLOCK DISCHARGE: 8" FLANGE	900.00	450.00	900.00	2,700.00	900.00
1	NPPD101213	PUMP 10X8 VAC ASSIST - DIESEL Make: PIONEER Model: PP108S17L716090 Serial: 15991 Meter out: 13858.00 Meter in: 13858.00	3,000.00	1,500.00	3,000.00	6,500.00	3,000.00
1	11358437	PUMP 10X8 VAC ASSIST - DIESEL Make: CORNELL Model: 8NHTA-RP-QSL9 Serial: 231501 Meter out: 184.00 Meter in: 184.00	3,000.00	1,500.00	3,000.00	6,500.00	3,000.00
16	545/1111	MISC FITTINGS 538 2920 HOSE 8X20 RUBBER SUCTION - CAM	150.00	75.00	150.00	450.00	2,400.00
3	538/6630	HOSE 8X50 LAYFLAT DISCHARGE - QC	170.00	85.00	170.00	500.00	510.00
1	545/1111	MISC FITTINGS 545 1282 8X20 BAUER PIPE	80.00	40.00	80.00	240.00	80.00
6	545/1105	STRAINERS (ALL SIZES) 8IN SEWER	18.00	9.00	18.00	50.00	108.00
20	545/1282	8X20 BAUER PIPE	80.00	40.00	80.00	240.00	1,600.00
15	545/2397	8X20 HDPE DR17 QC	80.00	40.00	80.00	240.00	1,200.00

Rental Subtotal: 15,498.00

SALES/MISCELLANEOUS ITEMS:

Qty	Item		Price	Unit of Measure	Extended Amt.
1	DELIVERY RENTAL CONTRACT	[DELIVERY/MCI]	9293.750	EACH	9,293.75

CONTINUED

Effective January 1, 2021 and where permitted by law, United Rentals may impose a surcharge of 1.8% for credit card payments on charge accounts. This surcharge is not greater than our merchant discount rate for credit card transactions and is subject to sales tax in some jurisdictions.

NOTICE: This invoice is subject to the terms and conditions of the Rental and Service Agreement, which are available at https://www.unitedrentals.com/legal/rental-service-terms-US and which are incorporated herein by reference. A COPY OF THE RENTAL AND SERVICE AGREEMENT TERMS ARE AVAILABLE IN PAPER FORM UPON REQUEST.

SUNBELT RENTALS

INVOICE

SEND ALL PAYMENTS TO:
SUNBELT RENTALS, INC
PO BOX 409211
ATLANTA, GA 30384-9211

INVOICE NUMBER	125970197-0001
ACCOUNT NUMBER	569053
INVOICE DATE	6/01/22

INVOICE TO

DENUCCI CONSTRUCTORS
8310-1 CAP.TX HWY N.
AUSTIN, TX 78731

JOB ADDRESS

3800 OAK RIDGE, ROUND ROCK
GREAT OAKS
3800 OAKRIDGE DR
ROUND ROCK, TX 78681

C#: 512-335-0600 J#: 512-971-2368

RECEIVED BY: DENUCCI, RYAN
CONTRACT NUMBER: 125970197
PURCHASE ORDER NUMBER:
JOB NUMBER: GREAT OAKS

BRANCH
0281 ROUND ROCK PC281

16256 N INTERSTATE 35
AUSTIN, TX 78728 2502
512-676-3393

QTY	EQUIPMENT #	Min	Day	Week	4 Week	Amount
1.00	4000W NARROW VERTICAL MAST LIGHT TOWER	185.00	185.00	540.00	1115.00	540.00
	10251474 Make: WACKER Model: LTV6L Ser #: WNCLTV01JPUM08412					
	HR OUT: 2918.200 HR IN: 2941.000 TOTAL: 22.800					
	Billed from 5/13/22 thru 5/24/22					
1.00	4000W NARROW VERTICAL MAST LIGHT TOWER	185.00	185.00	540.00	1115.00	540.00
	10251477 Make: WACKER Model: LTV6L Ser #: WNCLTV01EPUM08421					
	HR OUT: 1182.000 HR IN: 1201.700 TOTAL: 19.700					
1.00	4000W NARROW VERTICAL MAST LIGHT TOWER	185.00	185.00	540.00	1115.00	540.00
	1083596 Make: WACKER Model: LTV6L Ser #: WNCLTV01LPUM01501					
	HR OUT: 3829.300 HR IN: 3849.200 TOTAL: 19.900					
1.00	4000W NARROW VERTICAL MAST LIGHT TOWER	185.00	185.00	540.00	1115.00	540.00
	1083636 Make: WACKER Model: LTV6L Ser #: WNCLTV01HPUM01564					
	HR OUT: 3351.900 HR IN: 3372.100 TOTAL: 20.200					
1.00	4000W NARROW VERTICAL MAST LIGHT TOWER	185.00	185.00	540.00	1115.00	540.00
	671513 Make: MAGNUM Model: MLT6SK Ser #: 1412816					
	HR OUT: 7632.400 HR IN: 7653.000 TOTAL: 20.600					
1.00	4000W NARROW VERTICAL MAST LIGHT TOWER	185.00	185.00	540.00	1115.00	540.00
	1083632 Make: WACKER Model: LTV6L Ser #: WNCLTV01CPUM01566					
	HR OUT: 4450.731 HR IN: 4470.100 TOTAL: 19.369					
	Rental Sub-total:					3240.00

SALES ITEMS:
Qty Item number Unit Price

CONTINUED

SUBTOTAL	
TAX	
INVOICE TOTAL	

RENTAL RETURN

NET 30

MARCUS KIDD marcus.kidd@sunbeltrentals.com

SUNBELT RENTALS

INVOICE

SEND ALL PAYMENTS TO:
SUNBELT RENTALS, INC
PO BOX 409211
ATLANTA, GA 30384-9211

INVOICE NUMBER	125970197-0001
ACCOUNT NUMBER	569053
INVOICE DATE	6/01/22

INVOICE TO

DENUCCI CONSTRUCTORS
8310-1 CAP.TX HWY N.
AUSTIN, TX 78731

JOB ADDRESS

3800 OAK RIDGE, ROUND ROCK
GREAT OAKS
3800 OAKRIDGE DR
ROUND ROCK, TX 78681

C#: 512-335-0600 J#: 512-971-2368

RECEIVED BY	CONTRACT NUMBER
DENUCCI, RYAN	125970197

PURCHASE ORDER NUMBER

JOB NUMBER
GREAT OAKS

BRANCH
0281 ROUND ROCK PC281

16256 N INTERSTATE 35
AUSTIN, TX 78728 2502
512-676-3393

SALES ITEMS:

Qty	Item number	Unit	Price

FINAL BILL: 5/13/22 07:00 PM THRU 5/24/22 08:00 AM.

. 4679.34

SUBTOTAL	4679.34
TAX	385.62
INVOICE TOTAL	5064.96

RENTAL RETURN

NET 30

MARCUS KIDD marcus.kidd@sunbeltrentals.com

Ticket Number:	**2262489971**
Ticket Type:	**Update**
Previous Ticket:	2261554190
Created On:	5/4/22, 2:28 PM
Source:	Portal Update

Excavator Information

Name:	Denucci Constructors Llc
Phone:	(515) 865-8127
Fax:	
Address:	8310-1 Capital Of Tx Hwy N Ste 275
City/State/Zip:	Austin, TX 78731
Type:	Excavator

Caller

Name:	Aaron Denucci
Phone:	(515) 865-8127
Email:	aarond@denucciconstructors.com

Contact

Name:	Aaron Denucci
Phone:	(515) 865-8127
Best Time To Call:	
Email:	aarond@denucciconstructors.com

Notification Information

Nature of work:	Road/street-construction
Work done for:	Denucci Constructors
Duration:	1 Yr
Excavation Length:	
Excavation Depth:	
Deeper than 16":	Yes
White Lined:	No
Explosives:	No
Directional Boring:	Yes
Job Number:	
Equipment Type:	Backhoe, Bulldozer, Digger Derrick/truck, Directional Drill, Hand Tools/shovel, Hydro Excavator, Power Shovel, Pressure Digger, Skid Steer, Rock Saw

Location Information

Address:	Brushy Creek Rd
County:	Williamson
City:	Round Rock
Zip Code:	78681
Subdivision:	
Intersection:	Great Oaks Dr
Map Book:	

Ticket Codes

Code	Organization	Organization Facilities
TXS1	At&T	Phone
PSW	Atmos Midtex Pipeline	Gas
ASW	Atmos Midtx	Gas
COW	City Of Austin Water-Wastewater Utilities	Sewer, Water
RRK	City Of Round Rock	Water
MCT	Mci	Fiber
RRE	Oncor Electric Distribution	Electric
WESTAU	Aqua Texas	Sewer, Water, Rural Water
BCMUD	Brushy Creek Municipal Utility District	Sewer, Water, Other, Rural Water
1TC	Spectrum	Phone
QUANT01	Quanta Telecom Services	Fiber
GRAND06	Astound Broadband	Phone, Fiber, Cable

View Responses

Google Map

Please note that if this locate request is older than 30 days, your facility mapping will not display below. If you have any questions, please contact memberservices@texas811.org.





Driving Directions To Work Site:
come off of ronald regan and job centers at great oaks and brushy creek intersection

Work Site Locate Instructions:
job centers at brushy creek and great oaks intersection. Job includes building a bridge and a parking lot underneath, all utilities and drilling for bridge drill shafts and traffic signal foundations. All utilities need to be located.

Additional Information:
Update & Remark-2261554190,

Excavator Supplied GPS:

Excavator Requested Positive Response:

Lookup Another Ticket

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Direct Labor			
Date	REG	OT	Total
05/13/22	22	74	3750.50
05/14/22		153	5241.00
05/15/22		140	4840.50
05/16/22	132		4049.08
05/17/22	96		2615.00
05/18/22	58		1465.00
05/19/22	68		1675.00
	376	367	
		TOTAL $	**23,636.08**

Date	Employee		REG		OT		Total
05/13/22	Morales, Jorge Martin	*	8				400.00
FRI	Ponce, Daniel	Martin		29.00	12	43.50	522.00
	Reyes, Adrian	Martin	4	19.00	8	28.50	304.00
	Rodriguez, Jose	Martin		25.00	12	37.50	450.00
	Torres, Cecilio	Martin		26.00	12	39.00	468.00
	Perez, Noe Carbajal	*	8				400.00
	Gonzalez, Ernesto	Noe C		19.50	10	29.25	292.50
	Padron, Miguel	Noe C		24.00	9	36.00	324.00
	Rodriguez Cardiel, Manuel	Noe C		24.00	10	36.00	360.00
	Vasquez, Luis	Noe C	10	20.00	1	30.00	230.00
			22		74		3750.50
05/14/22	Urquiza, Reynaldo	Alberto		20.50	12	30.75	369.00
SAT	Fuentes Mendoza, Marcio	Fausto		20.00	11	30.00	330.00
	Avila Huerta, Julio	Jimmy		23.00	6.5	34.50	224.25
	Ponce, Daniel	Martin		29.00	11	43.50	478.50
	Reyes, Adrian	Martin		19.00	12	28.50	342.00
	Rodriguez, Jose	Martin		25.00	11	37.50	412.50
	Torres, Cecilio	Martin		26.00	7	39.00	273.00
	Olivares Bautista, Rodrigo	Noe C		21.00	12	31.50	378.00
	Padron, Miguel	Noe C		24.00	11	36.00	396.00
	Rodriguez Cardiel, Manuel	Noe C		24.00	13	36.00	468.00
	Hernandez, Jesus	Noe R		19.00	11.5	28.50	327.75
	Ochoa, Paulo	Noe R		23.50	11.5	35.25	405.38
	Paz, Ramiro	Noe R		24.00	11.5	36.00	414.00
	Ramirez, Rogelio	Noe R		24.50	11.5	36.75	422.63
					153		5241.00
05/15/22	Avila Huerta, Julio	Jimmy		23.00	11	34.50	379.50
SUN	Ponce, Daniel	Martin		29.00	11	43.50	478.50
	Reyes, Adrian	Martin		19.00	5	28.50	142.50
	Rodriguez, Jose	Martin		25.00	11	37.50	412.50
	Torres, Cecilio	Martin		26.00	11	39.00	429.00
	Gonzalez, Ernesto	Noe C		19.50	11	29.25	321.75
	Olivares Bautista, Rodrigo	Noe C		21.00	11	31.50	346.50
	Padron, Miguel	Noe C		24.00	11	36.00	396.00
	Perez, Jesus Hernandez	Noe C		19.00	12	28.50	342.00
	Rodriguez Cardiel, Manuel	Noe C		24.00	12	36.00	432.00
	Vasquez, Luis	Noe C		20.00	12	30.00	360.00
	Paz, Ramiro	Noe R		24.00	11	36.00	396.00
	Ramirez, Rogelio	Noe R		24.50	11	36.75	404.25
					140		4840.50

Date	Employee		REG		OT	Total
05/16/22	Morales, Jorge Martin	*	8			400.00
MON	Ponce, Daniel	Martin	10	29.00	43.50	290.00
	Rodriguez, Jose	Martin	10	25.00	37.50	250.00
	Torres, Cecilio	Martin	10	26.00	39.00	260.00
	Perez, Noe Carbajal	*	8			400.00
	Padron, Miguel	Noe C	10	24.00	36.00	240.00
	Ochoa, Noe Rojas	*	8			474.08
	Hernandez, Jesus	Noe R	10	28.00	42.00	280.00
	Mireles, Jaime	Noe R	10	23.50	35.25	235.00
	Nolan, Brandon	Noe R	10	23.00	34.50	230.00
	Ochoa, Paulo	Noe R	10	23.50	35.25	235.00
	Paz, Ramiro	Noe R	10	24.00	36.00	240.00
	Ramirez, Rogelio	Noe R	10	24.50	36.75	245.00
	Gage, Cedric A.	*	8			270.00
			132			4049.08
05/17/22	Morales, Jorge Martin	*	8			400.00
TUE	Ponce, Daniel	Martin	10	29.00	43.50	290.00
	Rodriguez, Jose	Martin	10	25.00	37.50	250.00
	Perez, Noe Carbajal	*	8			400.00
	Gonzalez, Ernesto	Noe C	10	19.50	29.25	195.00
	Olivares Bautista, Rodrigo	Noe C	10	21.00	31.50	210.00
	Padron, Miguel	Noe C	10	24.00	36.00	240.00
	Perez, Jesus Hernandez	Noe C	10	19.00	28.50	190.00
	Rodriguez Cardiel, Manuel	Noe C	10	24.00	36.00	240.00
	Vasquez, Luis	Noe C	10	20.00	30.00	200.00
			96			2615.00
05/18/22	Perez, Noe Carbajal	*	8			400.00
WED	Gonzalez, Ernesto	Noe C	10	19.50	29.25	195.00
	Padron, Miguel	Noe C	10	24.00	36.00	240.00
	Perez, Jesus Hernandez	Noe C	10	19.00	28.50	190.00
	Rodriguez Cardiel, Manuel	Noe C	10	24.00	36.00	240.00
	Vasquez, Luis	Noe C	10	20.00	30.00	200.00
			58			1465.00
05/19/22	Perez, Noe Carbajal	*	8			400.00
THUR	Gonzalez, Ernesto	Noe C	10	19.50	29.25	195.00
	Olivares Bautista, Rodrigo	Noe C	10	21.00	31.50	210.00
	Padron, Miguel	Noe C	10	24.00	36.00	240.00
	Perez, Jesus Hernandez	Noe C	10	19.00	28.50	190.00
	Rodriguez Cardiel, Manuel	Noe C	10	24.00	36.00	240.00
	Vasquez, Luis	Noe C	10	20.00	30.00	200.00
			68			1675.00

23,636.08

Ticket Number:	**2262489999**
Ticket Type:	**Update**
Previous Ticket:	2261554204
Created On:	5/4/22, 2:28 PM
Source:	Portal Update

Excavator Information

Name:	Denucci Constructors Llc
Phone:	(515) 865-8127
Fax:	
Address:	8310-1 Capital Of Tx Hwy N Ste 275
City/State/Zip:	Austin, TX 78731
Type:	Excavator

Caller

Name:	Aaron Denucci
Phone:	(515) 865-8127
Email:	aarond@denucciconstructors.com

Contact

Name:	Aaron Denucci
Phone:	(515) 865-8127
Best Time To Call:	
Email:	aarond@denucciconstructors.com

Notification Information

Nature of work:	Road/street-construction
Work done for:	Denucci Constructors
Duration:	1 Yr
Excavation Length:	
Excavation Depth:	
Deeper than 16":	Yes
White Lined:	No
Explosives:	No
Directional Boring:	Yes
Job Number:	
Equipment Type:	Backhoe, Bulldozer, Digger Derrick/truck, Directional Drill, Jackhammer, Hand Tools/shovel, Rock Saw, Skid Steer, Track Hoe, Trencher

Location Information

Address:	Great Oaks Dr
County:	Williamson
City:	Round Rock
Zip Code:	78681
Subdivision:	
Intersection:	Brushy Creek
Map Book:	

Ticket Codes

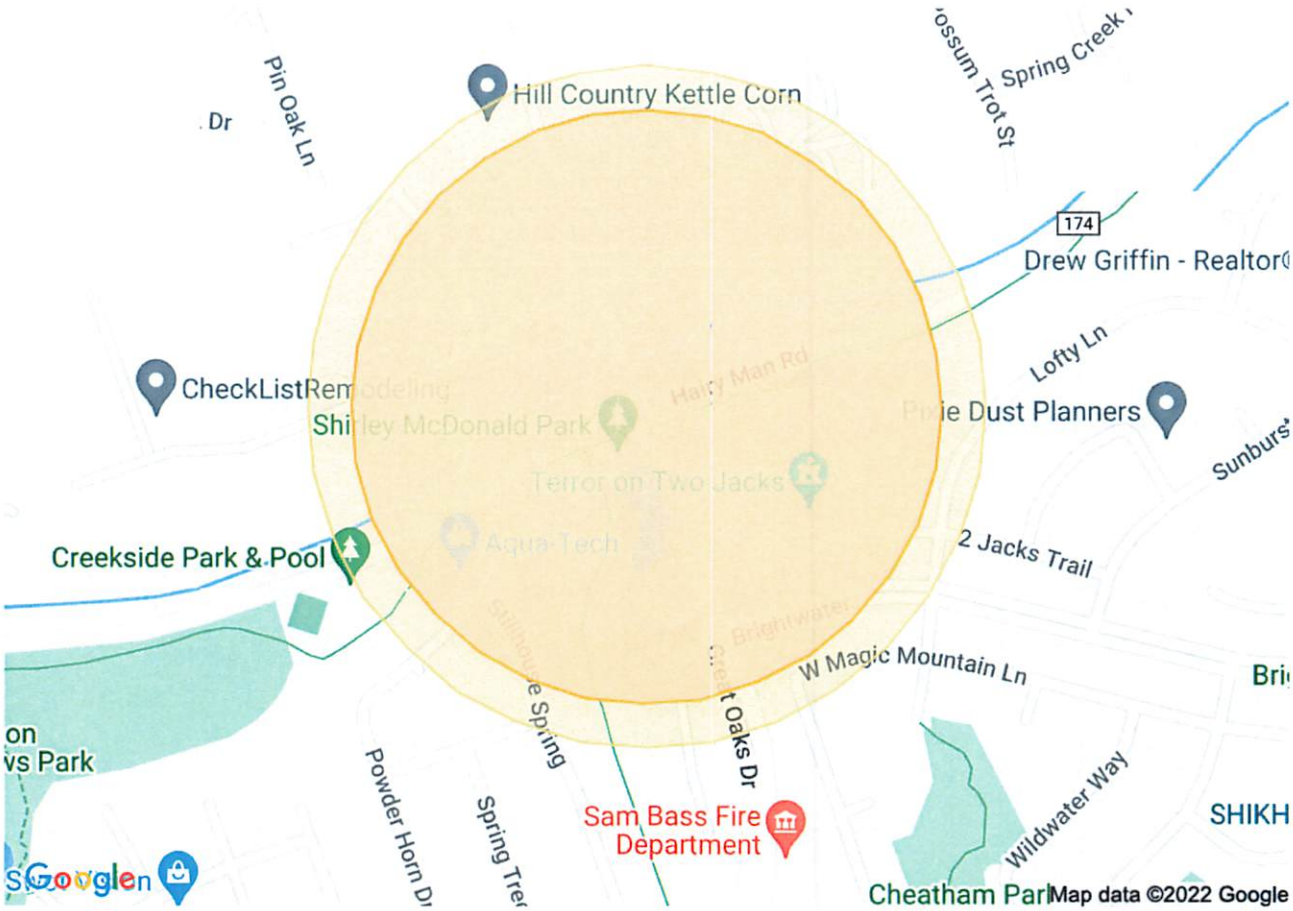
Code	Organization	Organization Facilities
TXS1	At&T	Phone
PSW	Atmos Midtex Pipeline	Gas
ASW	Atmos Midtx	Gas
COW	City Of Austin Water-Wastewater Utilities	Sewer, Water
RRK	City Of Round Rock	Water
MCT	Mci	Fiber
RRE	Oncor Electric Distribution	Electric
WESTAU	Aqua Texas	Sewer, Water, Rural Water
BCMUD	Brushy Creek Municipal Utility District	Sewer, Water, Other, Rural Water
1TC	Spectrum	Phone
QUANT01	Quanta Telecom Services	Fiber
GRAND06	Astound Broadband	Phone, Fiber, Cable

View Responses

Google Map

Please note that if this locate request is older than 30 days, your facility mapping will not display below. If you have any questions, please contact memberservices@texas811.org.





Driving Directions To Work Site:
East off of Ronald Regan, job begins at intersection of Great Oaks Dr and Brushy Creek Dr. Job extends N, S, E, W 1,000' in each direction.

Work Site Locate Instructions:
The job is centered at the Great Oaks Dr x Brushy Creek/Hairy Man Rd intersection. We are building a bridge at this intersection and need all utilities marked in construction zone. Construction zone is a 1,000 LF radius around the center of this intersection.

Additional Information:
Update & Remark-2261554204,

Excavator Supplied GPS:

Excavator Requested Positive Response:

Lookup Another Ticket

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Meeting Date: 09/13/2022

T5023 CR 200 Reconstruction Change Order #1 (Various Items)

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. 1 in the amount of $26,798.12 for Project T5023 CR 200 Reconstruction (MA Smith Contracting) P: 285 Funding Source: Road Bond.

Background

This Change Order adds items for small signs to the contract that were identified in the plans, but not accounted for in the bid tabs. It also adds items for stripe elimination that were not included in the plans, but necessary for the tie-ins at each end of the project.

This Change Order also adds an item for lowering an existing AT&T communications line that was encountered during the Culvert 1 installation near the west ROW line.

Following is a summary of new items required for this Change Order.

ITEM	DESCRIPTION	QTY	UNIT
464-0001	24” STORM HDPE N12	180	LF
644-6001	IN SM SN SUP&AM TY10BWG (1) SA(P)	11	EA
644-6060	IN SM SN SUP&AM TYWT (1) WS (P)	8	EA
677-6001	ELIM EXIST PM 4”	3400	LF
677-6003	ELIN EXIST PM 8”	97	LF
677-6005	ELIM EXIST PM 12”	231	LF
999-WC04	LOWERED FIBER OPTIC CABLE	1	EA
999-WC05	5% MARK-UP FOR SUB (STRIPING)	1	LS

This Change Order results in a net increase of $26,798.12 to the Contract amount, for an adjusted Contract total of $5,002,313.21. The original Contract amount was $4,975,515.09. As a result of this and all Change Orders to-date, $26,798.12 has been added the Contract, resulting in an 0.54% net increase in the Contract cost. No additional days will be added to or deducted from the Contract because of this Change Order.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

T5023 CR 200 Reconstruction CO#1

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/08/2022 11:26 AM
Form Started By: Julissa Vasquez		Started On: 09/08/2022 08:04 AM

Final Approval Date: 09/08/2022

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 1

1. CONTRACTOR: **Smith Contracting**

2. Change Order Work Limits: Sta. **104+32.50** to Sta. **154+34.36**

3. Type of Change(on federal-aid non-exempt projects): **Minor** (Major/Minor)

4. Reasons: **1B, 2G** (3 Max. - In order of importance - Primary first)

Project:	***T5023***
Roadway:	***CR 200***
CSJ Number:	

5. Describe the work being revised:

1. Design Error and Omission: 1B.Other: This Change Order provides payment for additional drainage pipes needed to maintain positive drainage during the PH 1 construction of the detours. It also provides payment for the roadway signage called out in the plans, but not accounted for in the bid tabs and stripe elimination needed for the different phases of construction. **2. Differing Site Conditions (unforeseeable) 2G:Unadjusted Utility (Unforeseeable)** This Change Order also provides payment to the contractor for lowering an AT&T line in-place so that Culvert 1 could be installed.

6. Work to be performed in accordance with Items: **See attached sheets**

7. New or revised plan sheet(s) are attached and numbered: **N/A**

8. New Special Provisions/Specifications to the contract are attached: ☐ Yes ☑ No

9. New Special Provisions to Item *N*/A No. N/A, Special Specification Item N/A are attached.

Each signatory hereby warrants that each has the authority to execute this Change Order (CO).

The contractor must sign the Change Order and, by doing so, agrees to waive any and all claims for additional compensation due to any and all other expenses; additional changes for time, overhead and profit; or loss of compensation as a result of this change.

THE CONTRACTOR Date 09/07/2022

By Chris Lopez

Typed/Printed Name Christopher Lopez

Typed/Printed Title Project Manager

The following information must be provided

Time Ext. #: _____ Days added on this CO: _____

Amount added by this change order: **$26,798.12**

RECOMMENDED FOR EXECUTION:

9/8/2022
Project Manager Date

N/A
Design Engineer Date

9/8/2022
Program Manager Date

Design Engineer's Seal:

County Commissioner Precinct 1 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 2 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 3 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 4 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Judge Date
☐ APPROVED

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: *1* ***Project #*** *T5023*

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
464-0001	24" STORM HDPE PIPE	LF	$29.90	0.00	$0.00	180.00	180.00	$5,382.00	$5,382.00
644-6001	IN SM SN SUP&AM TY10BWG(1)SA(P)	EA	$749.70	0.00	$0.00	11.00	11.00	$8,246.70	$8,246.70
644-6060	IN SM SN SUP&AM TYWT(1)WS(P)	EA	$495.40	0.00	$0.00	8.00	8.00	$3,963.20	$3,963.20
677-6001	ELIM EXIST PM 4"	LF	$1.54	0.00	$0.00	3,400.00	3,400.00	$5,236.00	$5,236.00
677-6003	ELIM EXIST PM 8"	LF	$2.65	0.00	$0.00	97.00	97.00	$257.05	$257.05
677-6005	ELIM EXIST PM 12"	LF	$3.76	0.00	$0.00	140.00	140.00	$526.40	$526.40
999-WC04	LOWER FIBER OPTIC CABLE	LS	$2,885.80	0.00	$0.00	1.00	1.00	$2,885.80	$2,885.80
999-WC05	5% MARK-UP FOR SUB STRIPING	LS	$300.97	0.00	$0.00	1.00	1.00	$300.97	$300.97
TOTALS					$0.00			$26,798.12	$26,798.12

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 200 Reconstruction

Williamson County Project No. T5023

Change Order No. 1

Reason for Change

This Change Order adds items for small signs to the contract that were identified in the plans, but not accounted for in the bid tabs. It also adds items for stripe elimination that were not included in the plans, but necessary for the tie-ins at each end of the project.

This Change Order also adds an item for lowering an existing AT&T communications line that was encountered during the Culvert 1 installation near the west ROW line.

Following is a summary of new items required for this Change Order.

ITEM	DESCRIPTION	QTY	UNIT
464-0001	24” STORM HDPE N12	180	LF
644-6001	IN SM SN SUP&AM TY10BWG (1) SA(P)	11	EA
644-6060	IN SM SN SUP&AM TYWT (1) WS (P)	8	EA
677-6001	ELIM EXIST PM 4”	3400	LF
677-6003	ELIN EXIST PM 8”	97	LF
677-6005	ELIM EXIST PM 12”	231	LF
999-WC04	LOWERED FIBER OPTIC CABLE	1	EA
999-WC05	5% MARK-UP FOR SUB (STRIPING)	1	LS

This Change Order results in a net increase of $26,798.12 to the Contract amount, for an adjusted Contract total of $5,002,313.21. The original Contract amount was $4,975,515.09. As a result of this and all Change Orders to-date, $26,798.12 has been added the Contract, resulting in an 0.54% net increase in the Contract cost. No additional days will be added to or deducted from the Contract because of this Change Order.

HNTB Corporation

Oscar Salazar-Bueno, P.E.

464-0001

SMITH CONTRACTING CO., INC.
EXCAVATING * PAVING * CONCRETE * UTILITIES

PROJECT: CR 200
DATE: 3/10/2022 **Additional Days Requested:** 0

DESCRIPTION:

Proposal for installation of stormwater pipe for detours.

LABOR:

	Quantity	Hours	Rate	Total
Project Management			$55.00	$0.00
Superintendent			$50.00	$0.00
Foreman/Layout Coordinator	1	3	$45.00	$135.00
Operator 1	1	3	$26.00	$78.00
Operator 2			$23.00	$0.00
Pipe Layer/Concrete Finisher			$22.00	$0.00
Laborer	2	3	$18.00	$108.00
Flaggers			$18.00	$0.00
Driver 1			$23.00	$0.00
Driver 2	1	2	$21.00	$42.00
Foreman/Layout/Coordinator OT			$67.50	$0.00
Operator 1 OT			$39.00	$0.00
Operator 2 OT			$34.50	$0.00
Pipe Layer/Concrete Finisher OT			$33.00	$0.00
Laborer OT			$27.00	$0.00
Flaggers OT			$27.00	$0.00
Driver 1 OT			$34.50	$0.00
Driver 2 OT			$31.50	$0.00
TOTAL			**LABOR SUBTOTAL**	$363.00

MATERIALS:

	Quantity	Unit	Price	Extended Price
24" HDPE Pipe (Invoice #6010066-00)	160	FT	$22.24	$3,558.40
24" HDPE Pipe (Invoice #6010189-00)	20	FT	$22.24	$444.80
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
			MATERIALS SUBTOTAL	$4,003.20

SUBCONTRACTORS:

	Quantity	Unit	Price	Extended Price
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
			SUBCONTRACTORS SUBTOTAL	$0.00

UNIT PRICING:

	Quantity	Unit	Price	Extended Price
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
			BID PRICING SUBTOTAL	$0.00

EQUIPMENT:

	Quantity	Unit	Price	Extended Price
Truck 1 ton	2	HR	$28.64	$57.28
Gooseneck trailer	2	HR	$18.13	$36.26
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
			EQUIPMENT SUBTOTAL	$93.54

LABOR SUBTOTAL		~~$363.00~~
LABOR BURDEN	**55%**	~~$199.65~~
LABOR PROFIT & OVERHEAD	**15%**	~~$54.45~~
MATERIALS SUBTOTAL		~~$4,003.20~~
MATERIALS PROFIT AND OVERHEAD	**15%**	~~$600.48~~
SUBCONTRACTORS SUBTOTAL		$0.00
SUBCONTRACTORS PROFIT AND OVERHEAD	**15%**	$0.00
BID PRICING SUBTOTAL		$0.00
EQUIPMENT		~~$93.54~~
EQUIPMENT MARKUP	**15%**	~~$14.03~~
SUBTOTAL		~~$5,328.33~~
BONDING COST	**1%**	~~$53.28~~
TOTAL		**$5,381.63**

5381.63/180=$29.90 LF

Price is reasonable and agreed on.

15308 GINGER STREET * AUSTIN, TX 78728 * (512) 990-7640 * Fax (512) 990-7855

INVOICE

9609 Beck Circle Austin, Texas 78758-5401
Phone: (512) 833-5410 Fax: (512) 833-5407

INVOICE DATE	SHIPPED	ORDER NO.
11/12/21	11/12/21	6010066-00

P.O. NO.	PAGE #	TERMS
CR 200 LIBERTY HILL	1	NET 30 DAYS

INSTRUCTIONS

SHIP POINT	SHIP VIA
Techline Pipe Chandler Rd	

CUST.#: 1200

SHIP TO: SMITH CONTRACTING CO. INC.
15308 GINGER ST.
AUSTIN, TX 78728

BILL TO: SMITH CONTRACTING CO. INC.
15308 GINGER ST.
AUSTIN, TX 78728

Please remit all payments to:
Techline Pipe, L.P.
P.O. Box 4328
Houston, TX 77210-4328

Please remit overnight payments to:
Techline Pipe, L.P.
Attn: Lockbox 4328
10900 Corp. Centre Dr, Ste 150
Houston, TX 77041
(713) 867-1031

LINE NO.	QUANTITY ORDERED	QUANTITY B.O.	PRODUCT AND DESCRIPTION	QTY. SHIPPED	QTY. U/M	UNIT PRICE	AMOUNT (NET)
2	160	0	24850020DW 24" STORM HDPE N12, SOIL TIGHT	160	FT	22.24	3558.40
1	Lines Total		Qty Shipped Total	160		Total	3558.40
						Taxes	293.56
						Invoice Total	3851.96

Last Page

Past due invoices will accrue interest at the rate of one and one-half percent (1.5%) per month (18% per year).

INVOICE

9609 Beck Circle Austin, Texas 78758-5401
Phone: (512) 833-5410 Fax: (512) 833-5407

INVOICE DATE	SHIPPED	ORDER NO.
01/25/22	01/25/22	6010189-00

P.O. NO.	PAGE #	TERMS
CR 200	1	NET 30 DAYS

INSTRUCTIONS

SHIP POINT	SHIP VIA
Techline Pipe Chandler Rd	

CUST.#: 1200

SHIP TO: SMITH CONTRACTING CO. INC.
15308 GINGER ST.
AUSTIN, TX 78728

BILL TO: SMITH CONTRACTING CO. INC.
15308 GINGER ST.
AUSTIN, TX 78728

Please remit all payments to:
Techline Pipe, L.P.
P.O. Box 4328
Houston, TX 77210-4328

Please remit overnight payments to:
Techline Pipe, L.P.
Attn: Lockbox 4328
10900 Corp. Centre Dr, Ste 150
Houston, TX 77041
(713) 867-1031

Order Entry Invoice Processing Exception Report

LINE NO.	QUANTITY ORDERED	QUANTITY B.O.	PRODUCT AND DESCRIPTION	QTY. SHIPPED	QTY. U/M	UNIT PRICE	AMOUNT (NET)
1	20	0	24850020DW 24" STORM HDPE N12, SOIL TIGHT	20	FT	22.24	444.80
1	Lines Total		Qty Shipped Total	20		Total	444.80
						Taxes	36.70
						Invoice Total	481.50

Last Page

Past due invoices will accrue interest at the rate of one and one-half percent (1.5%) per month (18% per year).

EquipmentWatch™

www.equipmentwatch.com

All prices shown in US$

Rental Rate Blue Book®

April 18, 2019

Ford F-350 SD
On-Highway Light Duty Trucks

Size Class:
300 HP & Over
Weight:
HP

Configuration for F-350 SD

Axle Configuration	**4.0 X 4.0**	Cab Type	**Crew**
Horsepower	**362.0**	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	$940.00	$265.00	$66.00	$10.00	$23.30	$28.64
Adjustments						
Region (100%)	-	-	-	-		
Model Year (2019: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**$940.00**	**$265.00**	**$66.00**	**$10.00**	**$23.30**	**$28.64**

Non-Active Use Rates

	Hourly
Standby Rate	$3.79
Idling Rate	$24.25

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	54%	$507.60/mo
Overhaul (ownership)	29%	$272.60/mo
CFC (ownership)	7%	$65.80/mo
Indirect (ownership)	10%	$94.00/mo
Fuel (operating) @ 2.75	81%	$18.91/hr

Revised Date: 1st half 2019

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 KAREN COURTRIGHT (karen.courtright@austintexas.gov)

www.equipmentwatch.com

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EquipmentWatch

www.equipmentwatch.com

All prices shown in US$

Rental Rate Blue Book®

April 18, 2019

Miscellaneous DROP 2 40
Fixed Gooseneck Equipment Trailers

Size Class:
All
Weight:
12500 UNKNOWN



Configuration for DROP 2 40

Capacity	**40.0**	Deck Length	**17' - 18'**
Deck Type	**Drop**	Number Of Axles	**2.0**

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	$1,835.00	$515.00	$130.00	$20.00	$7.70	$18.13
Adjustments						
Region (100%)	-	-	-	-		
Model Year (2019: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**$1,835.00**	**$515.00**	**$130.00**	**$20.00**	**$7.70**	**$18.13**

Non-Active Use Rates

	Hourly
Standby Rate	$6.88
Idling Rate	$10.43

Rate Element Allocation

Element	**Percentage**	**Value**
Depreciation (ownership)	42%	$770.70/mo
Overhaul (ownership)	34%	$623.90/mo
CFC (ownership)	8%	$146.80/mo
Indirect (ownership)	16%	$293.60/mo

Fuel cost data is not available for these rates.

Revised Date: 1st half 2019

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The equipment represented in this report has been exclusively prepared for KAREN COURTRIGHT (karen.courtright@austintexas.gov)

www.equipmentwatch.com

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644-6001
644-6060

SMITH CONTRACTING CO., INC.
EXCAVATING * PAVING * CONCRETE * UTILITIES

PROJECT: CR 200
DATE: 3/10/2022 **Additional Days Requested:** 0

DESCRIPTION:

Proposal for installation of 19 Small Road signs.

LABOR:

	Quantity	Hours	Rate	Total
Project Management			$55.00	$0.00
Superintendent			$50.00	$0.00
Foreman/Layout Coordinator	1	10	$45.00	$450.00
Operator 1			$26.00	$0.00
Operator 2	1	10	$23.00	$230.00
Pipe Layer/Concrete Finisher	2	30	$22.00	$1,320.00
Laborer			$18.00	$0.00
Flaggers			$18.00	$0.00
Driver 1			$23.00	$0.00
Driver 2	1	2	$21.00	$42.00
Foreman/Layout/Coordinator OT			$67.50	$0.00
Operator 1 OT			$39.00	$0.00
Operator 2 OT			$34.50	$0.00
Pipe Layer/Concrete Finisher OT			$33.00	$0.00
Laborer OT			$27.00	$0.00
Flaggers OT			$27.00	$0.00
Driver 1 OT			$34.50	$0.00
Driver 2 OT			$31.50	$0.00

TOTAL **LABOR SUBTOTAL** $2,042.00

MATERIALS:

	Quantity	Unit	Price	Extended Price
Signs(Pathmark)	1	LS	~~$7,150.70~~	~~$7,150.70~~ $6,959.50
Concrete	3	CY	$117.00	$351.00
Min. Load Fee	1	EA	$320.00	$320.00 $ 671.00
				$0.00
				$0.00
				$0.00
				$0.00

MATERIALS SUBTOTAL ~~$7,821.70~~ $7,630.50

SUBCONTRACTORS:

	Quantity	Unit	Price	Extended Price
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00

SUBCONTRACTORS SUBTOTAL $0.00

UNIT PRICING:

	Quantity	Unit	Price	Extended Price
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00

BID PRICING SUBTOTAL $0.00

EQUIPMENT:

	Quantity	Unit	Price	Extended Price
Skid Steer	10	HR	$40.75	$407.50
Handtools	3	Day	$75.00	$225.00
Truck	2	HR	$14.31	$28.62
Small Trailer	2	HR	$12.41	$24.82
Trench/Auger Attachment	1	Day	$259.00	$259.00
				$0.00
				$0.00
				$0.00

EQUIPMENT SUBTOTAL $944.94

LABOR SUBTOTAL		$2,042.00
LABOR BURDEN	**55%**	$1,123.10
LABOR PROFIT & OVERHEAD	**15%**	$306.30
MATERIALS SUBTOTAL		$7,821.70
MATERIALS PROFIT AND OVERHEAD	**15%**	$1,173.26
SUBCONTRACTORS SUBTOTAL		$0.00
SUBCONTRACTORS PROFIT AND OVERHEAD	**15%**	$0.00
BID PRICING SUBTOTAL		$0.00
EQUIPMENT		$944.94
EQUIPMENT MARKUP	**15%**	$141.74
SUBTOTAL		**$13,553.04**
BONDING COST	**1%**	$135.53
TOTAL		**$13,688.57** / LS

15308 GINGER STREET * AUSTIN, TX 78728 * (512) 990-7640 * Fax (512) 990-7855

PATHMARK TRAFFIC EQUIPMENT

P.O. BOX 1066
SAN MARCOS, TX 78667

Sales Order

Date	S.O. No.
2/11/2022	12028

Name / Address	Ship To
SMITH CONTRACTING ACCOUNTS PAYABLE 15308 GINGER ST AUSTIN TX 78728	SMITH CONTRACTING CUSTOMER PICK UP CHRIS 512-990-7640

P.O. No.	Terms	Ship Via	Project	Rep
137019	NET 30 DAYS	BEST WAY		PB

Item	Quantity	U/M	Description	Price	Amount
Non-inventory I...	8		12FT GALV .095 2-3/8" SIGN POST	99.00	792.00T
30894A	8	ea	POZ LOCK WEDGE	5.75	46.00T
30894B	8	ea	27" POZ LOCK SOCKET	26.50	212.00T
30919-12	11	ea	2 7/8" X 12 FT 10BWG SIGN POST	165.00	1,815.00T
30915	11	ea	36" TRI-SLIP BASE GROUND ANCHOR STUB WITH LOCKING ROD	109.00	1,199.00T
30916	11	ea	TRI-SLIP BASE COLLAR ASSEMBLY WITH PLATE & HARDWARE	75.00	825.00T
~~30921A~~	~~8~~	~~ea~~	~~7' GALVANIZED CHANNEL POST - DELINEATOR - 1.12#~~	~~14.95~~	~~119.60T~~
~~30719~~	~~8~~	~~ea~~	~~OM2-2V 6" X 12" .080 HIP YELLOW 1 SIDE OBJECT MARKER~~	~~8.95~~	~~71.60T~~
W10-1	1		36X36" .080 HI YELLOW/BLACK Railroad Crossing (symbol)	90.00	90.00T
R3-9cP	2		30X12" .080 HI WHITE/BLACK Begin	25.00	50.00T
R3-9b	4		24X36" .080 HI WHITE/BLACK Center Lane-Turn Arrows (Post-Mounted)	60.00	240.00T
R3-9dP	2		30X12" .080 HI WHITE/BLACK End	25.00	50.00T
STREET SIGN ...	9	ea	8" .080 HI GREEN/WHITE 2-SIDED 5EA 24X8" CR 200 1EA 50X8" Sundance Trail 1EA 48x8" Bridget Circle 1EA 48x8" Stage Coach 1EA 40X8" Clark Place	49.50	445.50T
R1-1-36-HI	4	ea	R1-1 36" .080 HI STOP	75.00	300.00T
W1-4R(L) (1)	2	ea	30X30" .080 HI YELLOW/BLACK REVERSE CURVE RIGHT	62.50	125.00T
W13-1P (1)	2	ea	18X18" .080 HI YELLOW/ BLACK 45 MPH	22.50	45.00T
R2-1 (1)	1	ea	24X30" .080 HI WHITE/BLACK SPEED LIMIT 50	50.00	50.00T
W1-2R(L) (1)	1	ea	30X30" .080 HI YELLOW/BLACK CURVE RIGHT	62.50	62.50T
W13-1P (1)	1	ea	24X30" .080 HI YELLOW/ BLACK 35 MPH	50.00	50.00T
W1-8 (1)	10	ea	24X30" .080 HI YELLOW/BLACK CHEVRON SYMBOL	50.00	500.00T

Phone #	Fax #	E-mail	**Sales Tax (0.0%)**
(800) 547-0874	(800) 352-2092	sales@pathmark.net	**Total**

PATHMARK TRAFFIC EQUIPMENT

P.O. BOX 1066
SAN MARCOS, TX 78667

Sales Order

Date	S.O. No.
2/11/2022	12028

Name / Address	Ship To
SMITH CONTRACTING ACCOUNTS PAYABLE 15308 GINGER ST AUSTIN TX 78728	SMITH CONTRACTING CUSTOMER PICK UP CHRIS 512-990-7640

P.O. No.	Terms	Ship Via	Project	Rep
137019	NET 30 DAYS	BEST WAY		PB

Item	Quantity	U/M	Description	Price	Amount
W8-25	1		30X30" .080 HI YELLOW/BLACK SHOULDER ENDS	62.50	62.50T
001-HI	73	sqft	WHITE HIGH INTENSITY (HI)	0.00	0.00T
001-HI	93.5	sqft	YELLOW HIGH INTENSITY (HI)	0.00	0.00T
006-VINYL	132.5	sqft	BLACK VINYL	0.00	0.00T
003-EC	34	sqft	GREEN ELECTROCUT (EC)	0.00	0.00T
Aluminum	149.5	sqft	ALUMINUM	0.00	0.00T

$2,042.00=$671.00+$944.94/19=$192.52Ea
15% Mark-up on $10,617.38=$83.82Ea

(11) 10BWG-$473.36+192.52+83.82=$749.70EA

(8) TWT-$219.06+192.52+83.82=$495.40EA

Prices are in-line with other WilCo and TxDOT bid average prices.

APPROVED
By Christopher R. Lopez at 4:07 pm, Mar 24, 2022

Phone #	Fax #	E-mail		
(800) 547-0874	(800) 352-2092	sales@pathmark.net	**Sales Tax (0.0%)**	$0.00
			Total	~~$7,150.70~~ $6,959.50

ALL CREDIT CARD SALES ARE FINAL

677-6001
677-60063
677-6005
999-WC05

SMITH CONTRACTING CO., INC.
EXCAVATING * PAVING * CONCRETE * UTILITIES

PROJECT: CR 200
DATE: 5/18/2022 **Additional Days Requested:** 0

DESCRIPTION:

Proposal Pavement Marking Elimination. If water blasting is required, the price will be unit prices plus the blaster surcharge. All quantities are estimates from plan take-off. Actual quantities will be field measured.

LABOR:

	Quantity	Hours	Rate	Total
Project Management			$55.00	$0.00
Superintendent			$50.00	$0.00
Foreman/Layout Coordinator			$45.00	$0.00
Operator 1			$26.00	$0.00
Operator 2			$23.00	$0.00
Pipe Layer/Concrete Finisher			$22.00	$0.00
Laborer			$18.00	$0.00
Flaggers			$18.00	$0.00
Driver 1			$23.00	$0.00
Driver 2			$21.00	$0.00
Foreman/Layout/Coordinator OT			$67.50	$0.00
Operator 1 OT			$39.00	$0.00
Operator 2 OT			$34.50	$0.00
Pipe Layer/Concrete Finisher OT			$33.00	$0.00
Laborer OT			$27.00	$0.00
Flaggers OT			$27.00	$0.00
Driver 1 OT			$34.50	$0.00
Driver 2 OT			$31.50	$0.00
TOTAL			**LABOR SUBTOTAL**	$0.00

MATERIALS:

	Quantity	Unit	Price	Extended Price
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
			MATERIALS SUBTOTAL	$0.00

SUBCONTRACTORS:

	Quantity	Unit	Price	Extended Price
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
			SUBCONTRACTORS SUBTOTAL	$0.00

UNIT PRICING:

	Quantity	Unit	Price	Extended Price	
ELIM EXIST PM 4" (MECHANICAL)	3,400	LF	$1.54	~~$5,228.27~~	$5,236.00
ELIM EXIST PM 8" (MECHANICAL)	97	LF	$2.65	~~$257.47~~	$257.05
ELIM EXIST PM 12" (MECHANICAL)	140	LF	$3.76	~~$527.07~~	$526.40
ELIM EXIST ARROW (MECHANICAL)	~~1~~	~~EA~~	~~$243.92~~	~~$243.92~~	
ELIM EXIST WORD (MECHANICAL)	~~1~~	~~EA~~	~~$265.13~~	~~$265.13~~	
WATER BLASTER SURCHARGE	~~1~~	~~LS~~	~~$3,022.43~~	~~$3,022.43~~	
				$0.00	
				$0.00	
			BID PRICING SUBTOTAL	~~$9,543.97~~	$6,019.45

EQUIPMENT:

	Quantity	Unit	Price	Extended Price
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
			EQUIPMENT SUBTOTAL	$0.00

LABOR SUBTOTAL			$0.00
LABOR BURDEN	**55%**		$0.00
LABOR PROFIT & OVERHEAD	**15%**		$0.00
MATERIALS SUBTOTAL			$0.00
MATERIALS PROFIT AND OVERHEAD	**15%**		$0.00
SUBCONTRACTORS SUBTOTAL			$0.00
SUBCONTRACTORS PROFIT AND OVERHEAD	**15%**		$0.00
BID PRICING SUBTOTAL			~~$9,543.97~~
EQUIPMENT			$0.00
~~**EQUIPMENT**~~ **MARKUP**	**5%**		$0.00 $300.97 5% Mark-up
SUBTOTAL			~~$9,543.97~~
BONDING COST	**0%**		$0.00
TOTAL			~~$9,543.97~~

15308 GINGER STREET * AUSTIN, TX 78728 * (512) 990-7640 * Fax (512) 990-7855

999-WC04

SMITH CONTRACTING CO., INC.
EXCAVATING * PAVING * CONCRETE * UTILITIES

PROJECT: CR 200
DATE: 3/10/2022 **Additional Days Requested:** 0

DESCRIPTION:

Time and Material to lower existing ATT fiber conduit in order to remove conflict with planned Culvert 1 construction. Work performed on 02/02/2022

LABOR:

Employee #		Quantity	Hours	Rate	Total
	Project Management			$55.00	$0.00
	Superintendent			$50.00	$0.00
1	Abraham Albiter (Foreman)	1	9	$41.25	$371.25
499	Manuel Velasquez (Excavator)	1	9	$23.00	$207.00
883	Fortunado Estrada (Ldr/Backhoe Op)	1	9	$18.00	$162.00
1176	Cesar Garduno (Pipe Layer)	1	9	$21.00	$189.00
1187	Diego Alvarez (Laborer)	1	9	$16.00	$144.00
1245	Jesus Martinez (Laborer)	1	9	$17.00	$153.00
1218	Mauel Garcia (Laborer)	1	9	$16.00	$144.00
661	Jorge Jaimes Macedo (Laborer)	1	9	$16.00	$144.00
				$20.00	$0.00
				$34.50	$0.00
				$27.00	$0.00
				$31.50	$0.00
				$24.00	$0.00
				$25.50	$0.00
				$24.00	$0.00
				$24.00	$0.00
	TOTAL			**LABOR SUBTOTAL**	$1,514.25

MATERIALS:

	Quantity	Unit	Price	Extended Price
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
			MATERIALS SUBTOTAL	$0.00

SUBCONTRACTORS:

	Quantity	Unit	Price	Extended Price
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
			SUBCONTRACTORS SUBTOTAL	$0.00

UNIT PRICING:

	Quantity	Unit	Price	Extended Price
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
			BID PRICING SUBTOTAL	$0.00

EQUIPMENT:

	Quantity	Unit	Price	Extended Price
Mini-ex	9	HR	$19.01	$171.09
Handtools	1	DAY	$75.00	$75.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
			EQUIPMENT SUBTOTAL	$246.09

LABOR SUBTOTAL		~~$1,514.25~~
LABOR BURDEN	**55%**	~~$832.84~~
LABOR PROFIT & OVERHEAD	**15%**	~~$227.14~~
MATERIALS SUBTOTAL		$0.00
MATERIALS PROFIT AND OVERHEAD	**15%**	$0.00
SUBCONTRACTORS SUBTOTAL		$0.00
SUBCONTRACTORS PROFIT AND OVERHEAD	**15%**	$0.00
BID PRICING SUBTOTAL		$0.00
EQUIPMENT		~~$246.09~~
EQUIPMENT MARKUP	**15%**	~~$36.91~~
SUBTOTAL		~~$2,857.23~~
BONDING COST	**1%**	~~$28.57~~
TOTAL	Agreed to lump sum price for lowering the AT&T line in-place.	**$2,885.80**

15308 GINGER STREET * AUSTIN, TX 78728 * (512) 990-7640 * Fax (512) 990-7855

Wednesday

Date: 2-2-22

Weather:
Low: High:
Clear PC Cloudy
Light Rain Rained out
Post Rain Dry Day

Purchases/Rentals

Vendor	PO #	Item(s)

Equipment onsite including all rentals

	HRS	

Job Number: 2108
Work Code/CO #: 2760

Employee	Start/End	Total HRS		
Manuel Velasquez	7 to 4:30	9	9	
Fortunato Estrada		9	9	
Cesar Garduño		9	9	
Diego Alvarez		9	9	
Jesus Martinez		9	9	
Manuel Garcia		9	9	
Jorge Jaimes		9	9	

	YES	NO
Inspector Issues:	☐	☒
Quality Issues:	☐	☒
Safety Issues:	☐	☒
ROW issues:	☐	☒
Traffic Control Issues:	☐	☒
Environmental Issues:	☐	☒
Sub-Contractor Issues:	☐	☒
Supplier Issues:	☐	☒
Citizen Complaints:	☐	☒

If checked yes to any of the issues, explain:

Daily Summary: List all onsite activities, all visitors, meetings or directives

Worked @ CR 200

- lowered down the fiber optic to be able and cross with the boxes

Thursday and Friday
No work

Pay Item	Quantity	Unit

Abraham Albiter I
Foreman/Superintendent check

update 6/9/20

MA SMITH CONTRACTING CO INC

Employee				Regular	Overtime	Premium	Total Worked	Gross Wage	$/HR
2 Front End Loader >3cy									
	186	John Michael Carrillo-Robles		19.50			19.50	399.75	$20.50
		Paygroup Totals:		**19.50**			**19.50**	**399.75**	
5 Excavator Op>50,000									
	499	Manuel Velazquez Saucedo		19.00			19.00	437.00	$23.00
		Paygroup Totals:		**19.00**			**19.00**	**437.00**	
6 Laborer, Utility									
	661	Jorge J Macedo		19.00			19.00	304.00	$16.00
	1187	Diego Alvarez		19.00			19.00	304.00	$16.00
	1218	Manuel Garcia		19.00			19.00	304.00	$16.00
	1221	Ovidio Pol		18.50			18.50	323.75	$17.50
	1228	Jose H Lopez Temu		19.50			19.50	331.50	$17.00
	1245	Jesus Martinez Escoto		9.50			9.50	161.50	$17.00
	1247	Yoel Coronado Carrizales		19.00			19.00	323.00	$17.00
		Paygroup Totals:		**123.50**			**123.50**	**2,051.75**	
8 Loader/Backhoe Operator									
	348	Maynor Zaldana Temu		25.00			25.00	487.50	$19.50
	883	Fortunado Estrada		19.00			19.00	342.00	$18.00
	1040	Walter Cruz		18.50			18.50	342.25	$18.50
	1051	Denilson O Betancourt Cuellar		19.00			19.00	351.50	$18.50
	1124	Jonys Gonzalez Sandoval		18.50			18.50	407.00	$22.00
	1171	Joselino Ortiz Temu		18.50			18.50	314.50	$17.00
		Paygroup Totals:		**99.50**			**99.50**	**1,902.75**	
11 Pipelayer									
	1176	Cesar Garduno		19.00			19.00	399.00	$21.00
		Paygroup Totals:		**19.00**			**19.00**	**399.00**	
16 Foreman									
	1	Abraham Albiter		Salary			Salary	1650	$41.25

		Paygroup Totals:						**1,650.00**	
		Grand Totals:		**280.50**			**280.50**	**6,840.25**	
17 Driver									
	11	Juan Castillo		10.00			10.00	$200.00	$20.00

EquipmentWatch

www.equipmentwatch.com

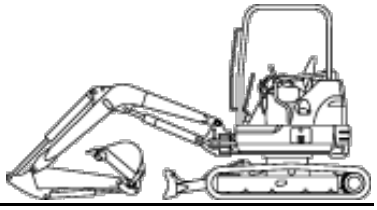
All prices shown in US$

Rental Rate Blue Book®

April 18, 2019

Deere 35G
Crawler Mounted Compact Excavators

Size Class:
3.1 - 4.0 MTons
Weight:
MT



Configuration for 35G

Net Horsepower	**23.0**	Operating Weight	**8135.0**
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	FHWA Rate**
	Monthly	**Weekly**	**Daily**	**Hourly**	**Hourly**	**Hourly**
Published Rates	$1,850.00	$520.00	$130.00	$20.00	$8.50	$19.01
Adjustments						
Region (100%)	-	-	-	-		
Model Year (2019: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**$1,850.00**	**$520.00**	**$130.00**	**$20.00**	**$8.50**	**$19.01**

Non-Active Use Rates

	Hourly
Standby Rate	$6.73
Idling Rate	$13.29

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	43%	$795.50/mo
Overhaul (ownership)	36%	$666.00/mo
CFC (ownership)	10%	$185.00/mo
Indirect (ownership)	11%	$203.50/mo
Fuel (operating) @ 3.27	33%	$2.78/hr

Revised Date: 1st half 2019

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 KAREN COURTRIGHT (karen.courtright@austintexas.gov)

www.equipmentwatch.com

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Commissioners Court - Regular Session **74.**

Meeting Date: 09/13/2022

T5023 CR 200 Reconstruction Change Order #2 (Concrete Driveways)

Submitted By: Julissa Vasquez, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action regarding Change Order No. 2 in the amount of $4,058.92 for Project T5023 CR 200 Reconstruction (MA Smith Contracting) P: 285 Funding Source: Road Bond.

Background

This Change Order adds an item for Concrete Driveways to the Contract. The plans called out asphalt driveways into the City of Liberty Hill Park, but the existing driveways were concrete. The City of Liberty Hill requested the driveways be reconstructed with concrete. The asphalt driveway quantity was reduced to reflect this change.

Following is a summary of the new item required for this Change Order.

ITEM	DESCRIPTION	QTY	UNIT
530-6004	DRIVEWAY (CONC)	236	SY

This Change Order results in a net increase of $4,058.92 to the Contract amount, for an adjusted Contract total of $5,006,372.13. The original Contract amount was $4,975,515.09. As a result of this and all Change Orders to-date, $30,857.04 has been added to the Contract, resulting in an 0.62% net increase in the Contract cost. No additional days will be added to or deducted from the Contract as a result of this Change Order.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

T5023 CR 200 Reconstruction CO#2

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/08/2022 11:27 AM
Form Started By: Julissa Vasquez		Started On: 09/08/2022 08:09 AM
Final Approval Date: 09/08/2022		

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 2

Project:	***T5023***
Roadway:	***CR 200***
CSJ Number:	

1. CONTRACTOR: **MA Smith Contracting**

2. Change Order Work Limits: Sta. **112+00** to Sta. **122+50**

3. Type of Change(on federal-aid non-exempt projects): **Minor** (Major/Minor)

4. Reasons: **4B** (3 Max. - In order of importance - Primary first) and

5. Describe the work being revised:

4B. Third Party Accommodation. Third party requested work. This Change Order provides payment to the contractor for replacing the existing concrete driveways at the entrances to the City of Liberty Hill's Park and revising the asphalt driveway quantity. With the existing driveways being concrete, it was requested by the City to go back in concrete.

6. Work to be performed in accordance with Items: **See attached.**

7. New or revised plan sheet(s) are attached and numbered: **N/A**

8. New Special Provisions/Specifications to the contract are attached: ☐ Yes ☑ No

9. New Special Provisions to Item N/A No. N/A, Special Specification Item N/A are attached.

Each signatory hereby warrants that each has the authority to execute this Change Order (CO).

The contractor must sign the Change Order and, by doing so, agrees to waive any and all claims for additional compensation due to any and all other expenses; additional changes for time, overhead and profit; or loss of compensation as a result of this change.

THE CONTRACTOR Date 09/07/2022

By Chris Lopez

Typed/Printed Name Christopher Lopez

Typed/Printed Title Project Manager

The following information must be provided

Time Ext. #: _____ Days added on this CO: _____

Amount added by this change order: **$4,058.92**

RECOMMENDED FOR EXECUTION:

9/8/2022
Project Manager Date

N/A
Design Engineer Date

9/8/2022
Program Manager Date

Design Engineer's Seal:

County Commissioner Precinct 1 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 2 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 3 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 4 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Judge Date
☐ APPROVED

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: *2* ***Project #*** *T5023*

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
530-6004	DRIVEWAY (CONC)	SY	$98.47	0.00	$0.00	236.00	236.00	$23,238.92	$23,238.92
530-6005	DRIVEWAY (ACP)	SY	$70.00	676.00	$47,320.00	(274.00)	402.00	$28,140.00	($19,180.00)
TOTALS					$47,320.00			$51,378.92	$4,058.92

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 200 RECONSTRUCTION

Williamson County Project No. T5023

Change Order No. 2

This Change Order adds an item for Concrete Driveways to the Contract. The plans called out asphalt driveways into the City of Liberty Hill Park, but the existing driveways were concrete. The City of Liberty Hill requested that we go back with what they had originally. The asphalt driveway quantity is also being adjusted to reflect the change that was made in the field.

Following is a summary of the new item required for this Change Order.

ITEM	DESCRIPTION	QTY	UNIT
530-6004	DRIVEWAY (CONC)	236	SY

This Change Order results in a net increase of $4,058.92 to the Contract amount, for an adjusted Contract total of $5,006,372.13. The original Contract amount was $4,975,515.09. As a result of this and all Change Orders to-date, $30,857.04 has been added to the Contract, resulting in an .62% net increase in the Contract cost. No additional days will be added to or deducted from the Contract as a result of this Change Order.

HNTB Corporation

Oscar Salazar-Bueno, P.E.

SMITH CONTRACTING CO., INC.
EXCAVATING * PAVING * CONCRETE * UTILITIES

PROJECT: CR 200
DATE: 6/3/2022 **Additional Days Requested:** 0

DESCRIPTION:

LABOR:

	Quantity	Hours	Rate	Total
Project Management			$55.00	$0.00
Superintendent	1	1	$50.00	$50.00
Foreman/Layout Coordinator	1	30	$45.00	$1,350.00
Operator 1	2	10	$26.00	$520.00
Operator 2			$23.00	$0.00
Pipe Layer/Concrete Finisher	5	30	$22.00	$3,300.00
Laborer			$18.00	$0.00
Flaggers			$18.00	$0.00
Driver 1	1	20	$23.00	$460.00
Driver 2			$21.00	$0.00
Foreman/Layout/Coordinator OT			$67.50	$0.00
Operator 1 OT			$39.00	$0.00
Operator 2 OT			$34.50	$0.00
Pipe Layer/Concrete Finisher OT			$33.00	$0.00
Laborer OT			$27.00	$0.00
Flaggers OT			$27.00	$0.00
Driver 1 OT			$34.50	$0.00
Driver 2 OT			$31.50	$0.00
TOTAL			**LABOR SUBTOTAL**	$5,680.00

MATERIALS:

	Quantity	Unit	Price	Extended Price
Concrete Class P	42	CY	$120.00	$5,040.00
Service Charge (per truck)	5	EA	$10.00	$50.00
Accelerator	42	CY	$9.00	$378.00
Rebar #4 (12" O.C.)	1.33	Tons	$1,600.00	$2,128.00
				$0.00
				$0.00
				$0.00
			MATERIALS SUBTOTAL	$7,596.00

SUBCONTRACTORS:

	Quantity	Unit	Price	Extended Price
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
			SUBCONTRACTORS SUBTOTAL	$0.00

UNIT PRICING:

	Quantity	Unit	Price	Extended Price
Flexbase	40	CY	$45.00	$1,800.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
			BID PRICING SUBTOTAL	$1,800.00

EQUIPMENT:

	Quantity	Unit	Price	Extended Price
Backhoe	10	HR	$45.78	$457.80
Loader	10	HR	$51.36	$513.60
Dump Truck	20	HR	$82.72	$1,654.40
Roller	20	HR	$54.46	$1,089.20
Generator	10	HR	$20.00	$200.00
Handtools	3	DAY	$75.00	$225.00
Hammer	5	HR	$45.00	$225.00
Quickie Saw	10	HR	$12.00	$120.00
Skid Steer	10	HR	$44.64	$446.40
			EQUIPMENT SUBTOTAL	$4,931.40

Labor/Material/Equipment:	$20,007.40	
Mark-up 15%:	$3,001.11	
Sub Total:	$23,008.51	
Bond 1%:	$230.09	
Grand Total:	$23,238.60	
	23238.60/236SY=$98 Per SY	
Agreed price is $98 per SY.		

LABOR SUBTOTAL		$5,680.00
LABOR BURDEN	**55%**	$3,124.00
LABOR PROFIT & OVERHEAD	**15%**	$852.00
MATERIALS SUBTOTAL		$7,596.00
MATERIALS PROFIT AND OVERHEAD	**15%**	$1,139.40
SUBCONTRACTORS SUBTOTAL		$0.00
SUBCONTRACTORS PROFIT AND OVERHEAD	**15%**	$0.00
BID PRICING SUBTOTAL		$1,800.00
EQUIPMENT		$4,931.40
EQUIPMENT MARKUP	**5%**	$246.57
SUBTOTAL		**$25,369.37**
BONDING COST	**1%**	$253.69
TOTAL		**$25,623.06**
		$107.66 / SY

Price comparable to TxDOT Low Bid Averages.

$23,238.60/236SY=$98.47/SY
($98.47/SY)(236SY)=$23,238.92

15308 GINGER STREET * AUSTIN, TX 78728 * (512) 990-7640 * Fax (512) 990-7855

Meeting Date: 09/13/2022

22IFB68 Wyoming Springs Intersection Improvements at Smyers Lane - Change Order #2 (Balancing)

Submitted By: Julissa Vasquez, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action regarding Change Order No. 2 in the amount of ($41,610.00) for Project 22IFB68 Wyoming Springs Intersection Improvements at Smyers Lane (MA Smith Contracting) P: 339 Funding Source: Road Bond.

Background

This Change Order provides the final balancing for the overrun/underrun of contract quantities on the project, as a result of addressing field conditions not accounted for in the original plans.

This Change Order results in a net decrease of $41,610.00 to the Contract amount, for an adjusted Contract total of $314,282.50. The original Contract amount was $355,892.50. As a result of this and all Change Orders to-date, $41,610.00 has been removed from the Contract, resulting in a 11.69% 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

Attachments

22IFB68-Wyoming Springs at Smyers Lane - CO#2

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/01/2022 09:10 AM
Form Started By: Julissa Vasquez		Started On: 08/25/2022 10:46 AM
Final Approval Date: 09/01/2022		

WILLIAMSON COUNTY, TEXAS
CHANGE ORDER NUMBER: 2

1. CONTRACTOR: **MA Smith Contracting**

2. Change Order Work Limits: Sta. **10+23.21** to Sta. **12+93.61**

3. Type of Change(on federal-aid non-exempt projects): **Minor** (Major/Minor)

4. Reasons: **2E** (3 Max. - In order of importance - Primary first)

Project:	***22IFB68***
Roadway:	***Wyoming Springs***
CSJ Number:	

5. Describe the work being revised:

2E: Differing Site Conditions. Miscellaneous difference in site conditions (unforseeable). This Change Order provides the final balancing for the overrun/underrun of contract quantities on the project as a result of addressing field conditions not accounted for in the original plans.

6. Work to be performed in accordance with Items: **See Attached**

7. New or revised plan sheet(s) are attached and numbered: **N/A**

8. New Special Provisions/Specifications to the contract are attached: ☐ Yes ☑ No

9. New Special Provisions to Item N/A No. N/A, Special Specification Item N/A are attached.

Each signatory hereby warrants that each has the authority to execute this Change Order (CO).

The contractor must sign the Change Order and, by doing so, agrees to waive any and all claims for additional compensation due to any and all other expenses; additional changes for time, overhead and profit; or loss of compensation as a result of this change.

THE CONTRACTOR Date 08/24/2022

By Chris Lopez

Typed/Printed Name Christopher R. Lopez

Typed/Printed Title Project Manager

The following information must be provided

Time Ext. #: **N/A** Days added on this CO: **0**

Amount added by this change order: **($41,610.00)**

RECOMMENDED FOR EXECUTION:

8/24/2022
Project Manager Date

N/A
Design Engineer Date

8/25/2022
Program Manager Date

Design Engineer's Seal:

County Commissioner Precinct 1 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 2 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 3 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 4 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Judge Date
☐ APPROVED

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: *2* ***Project #*** *22IFB68*

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
0162-6002	BLOCK SODDING	SY	$12.00	120.00	$1,440.00	(106.00)	14.00	$168.00	($1,272.00)
0168-WC01	VEGETATIVE WATERING	MG	$300.00	7.30	$2,190.00	(7.30)	0.00	$0.00	($2,190.00)
0506-6035	SANDBAGS FOR EROSION CONTROL	EA	$70.00	6.00	$420.00	(6.00)	0.00	$0.00	($420.00)
0506-6043	BIODEG EROSN CONT LOGS (REMOVE)	LF	$1.50	63.00	$94.50	(8.00)	55.00	$82.50	($12.00)
0506-6045	BIODEG EROSN CONT LOGS (INSTL)(6")	LF	$8.00	63.00	$504.00	(8.00)	55.00	$440.00	($64.00)
3076-6001	D-GR HMA(SQ) TY-B PG64-22	TON	$240.00	323.00	$77,520.00	(28.69)	294.31	$70,634.40	($6,885.60)
3076-6042	D-GR HMA(SQ) TY-D PG70-22	TON	$560.00	40.00	$22,400.00	2.56	42.56	$23,833.60	$1,433.60
6001-6001	PORTABLE CHANGEABLE MESSAGE SIGN	DAY	$180.00	40.00	$7,200.00	(40.00)	0.00	$0.00	($7,200.00)
999-WC01	FORCE ACCOUNT	DOL	$1.00	25,000.00	$25,000.00	(25,000.00)	0.00	$0.00	($25,000.00)
TOTALS					$136,768.50			$95,158.50	($41,610.00)

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

Wyoming Springs at Smyers Lane
Williamson County Project No. 22IFB68

Change Order No. 2

Reason for Change

This Change Order provides the final balancing for the overrun/underrun of contract quantities on the project, as a result of addressing field conditions not accounted for in the original plans.

This Change Order results in a net decrease of $41,610.00 to the Contract amount, for an adjusted Contract total of $314,282.50. The original Contract amount was $355,892.50. As a result of this and all Change Orders to-date, $41,610.00 has been removed from the Contract, resulting in a 11.69% 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.

Commissioners Court - Regular Session **76.**

Meeting Date: 09/13/2022

21IFB20 Coupland Project (S. Broad & Muery St) Change Order#1 (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. 1 in the amount of ($68,961.25) for Project 21IFB20 Coupland Project (S. Broad & Muery St) (Chasco Constructors) P: 373 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 new items for removal and replacement of existing driveway culverts. The existing driveway culverts were in such poor condition that they would no longer function.

The Change Order also includes changes to the pavement structure throughout the project. Due to the shallow utilities in and around the roadway, the minimal amount of traffic, and the results of the potholed existing pavement section, it was deemed adequate to rework the base material in-place and add 3” of Ty B asphalt to the pavement section.

The final item added in this Change Order is ditch cleaning and grading needed to ensure proper drainage along Muery Street and at the downstream end of Culvert #1 off Broad Street where water stood for years. There was also a small section of ditch regraded at the intersection of Elliot Street and Broad Street.

Following is a summary of the new items required for this Change Order:

ITEM	DESCRIPTION	UNIT	QTY
104-6017	REMOVING CONC (DRIVEWAYS)	SY	6.70
460-6001	CMP (GAL STL 12 IN)	LF	116
496-6007	REMOV STR (PIPE)	LF	119
251-6025	REWORK BS MATL (TY B)(6")(ORD COMP)	SY	3007
3076-6005	D GR HMA TY B (PG 64-22)(3")	TN	469
760-6001	DITCH CLEANING & RESHAPING (FOOT)	LF	577

This Change Order results in a net decrease of $68,961.25 to the Contract amount, for an adjusted Contract total of $450,957.75. The original Contract amount was $519,919.00. As a result of this and all Change Orders to-date, the Contract has been decreased by $68,961.25, resulting in an 13.26% net decrease in the Contract cost.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

21IFB20-Coupland CO#1

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/08/2022 10:32 AM
Form Started By: Julissa Vasquez		Started On: 08/22/2022 08:11 AM
Final Approval Date: 09/08/2022		

WILLIAMSON COUNTY, TEXAS
CHANGE ORDER NUMBER: 1

1. CONTRACTOR: **Chasco Constructors**

2. Change Order Work Limits: Sta. **100+80** to Sta. **115+41**

3. Type of Change(on federal-aid non-exempt projects): **Minor** (Major/Minor)

4. Reasons: **2E** (3 Max. - In order of importance - Primary first)

Project:	***21IFB20***
Roadway:	***Coupland - S. Broad and Muery St.***
CSJ Number:	

5. Describe the work being revised:

2. Differing Site Conditions. 2E. Miscellaneous difference in site conditions (unforseeable). This Change Order provides the final balancing for the overrun/underrun of Contract quantities on the project as a result of addressing field conditions not accounted for in the original plans. This Change Order also revises the pavement section and adds drainage improvements along Broad and Muery Street.

6. Work to be performed in accordance with Items: **See Attached**

7. New or revised plan sheet(s) are attached and numbered: **N/A**

8. New Special Provisions/Specifications to the contract are attached: ☐ Yes ☑ No

9. New Special Provisions to Item N/A No. N/A, Special Specification Item N/A are attached.

Each signatory hereby warrants that each has the authority to execute this Change Order (CO).

The contractor must sign the Change Order and, by doing so, agrees to waive any and all claims for additional compensation due to any and all other expenses; additional changes for time, overhead and profit; or loss of compensation as a result of this change.

THE CONTRACTOR Date 9.06.22

By

Typed/Printed Name CHARLES KING

Typed/Printed Title VP

The following information must be provided

Time Ext. #: **N/A** Days added on this CO: **0**

Amount added by this change order: **($68,961.25)**

RECOMMENDED FOR EXECUTION:

Project Manager 9/7/2022 Date

N/A
Design Engineer Date

Program Manager 9/07/2022 Date

Design Engineer's Seal:

County Commissioner Precinct 1 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 2 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 3 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 4 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Judge Date
☐ APPROVED

WILLIAMSON COUNTY, TEXAS

CHANGE ORDEI 1 ***Project # 21IFB20***

ɔunt Work and Materials Placed into Stock

	LABOR	HOURLY RATE			HOURLY RATE

ƎLE B: Contract Items:

				ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
104-6009	REMOVING CONC (RIPRAP)	SY	$15.00	47.00	$705.00	(35.00)	12.00	$180.00	($525.00)
105-6008	REMOVING STAB BASE AND ASPH PAV (6")	SY	$8.00	1,949.00	$15,592.00	(1,949.00)	0.00	$0.00	($15,592.00)
110-6001	EXCAVATION (ROADWAY)	CY	$15.00	1,415.00	$21,225.00	(1,415.00)	0.00	$0.00	($21,225.00)
132-6003	EMBANKMENT (FINAL)(ORD COMP)(TY B)	CY	$10.00	633.00	$6,330.00	(633.00)	0.00	$0.00	($6,330.00)
164-WC04	SEEDING FOR EROSION CONTROL (TY 4)	SY	$1.25	1,878.00	$2,347.50	(278.00)	1,600.00	$2,000.00	($347.50)
164-WC11	SEEDING FOR EROSION CONTROL (TY 11)	SY	$1.50	4,316.00	$6,474.00	(4,316.00)	0.00	$0.00	($6,474.00)
169-6001	SOIL RETENTION BLANKETS (CL 1) (TY A)	SY	$2.50	580.00	$1,450.00	300.00	880.00	$2,200.00	$750.00
247-6044	FL BS (CMP IN PLACE)(TY A GR 4)(FNL POS)	CY	$55.00	994.00	$54,670.00	(711.74)	282.26	$15,524.30	($39,145.70)
260-6002	LIME (HYDRATED LIME (SLURRY))	TON	$210.00	43.00	$9,030.00	(43.00)	0.00	$0.00	($9,030.00)
260-6006	LIME TRT (EXST MATL) (6")	SY	$6.50	3,107.00	$20,195.50	(3,107.00)	0.00	$0.00	($20,195.50)
316-6193	AGGR(TY-D GR-5 SAC-B)	CY	$205.00	20.00	$4,100.00	0.49	20.49	$4,200.45	$100.45
316-6413	ASPH(HFRS-2P)	GAL	$6.00	914.00	$5,484.00	(111.00)	803.00	$4,818.00	($666.00)
502-6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	$3,000.00	4.00	$12,000.00	(2.00)	2.00	$6,000.00	($6,000.00)
506-6002	ROCK FILTER DAMS (INSTALL) (TY 2)	LF	$30.00	80.00	$2,400.00	(80.00)	0.00	$0.00	($2,400.00)
506-6011	ROCK FILTER DAMS (REMOVE)	LF	$10.00	80.00	$800.00	(80.00)	0.00	$0.00	($800.00)
506-6023	CONSTRUCTION EXITS (INSTALL)(TY 4)	SY	$25.00	100.00	$2,500.00	(100.00)	0.00	$0.00	($2,500.00)
506-6024	CONSTRUCTION EXITS (REMOVE)	SY	$8.00	100.00	$800.00	(100.00)	0.00	$0.00	($800.00)
506-6038	TEMP SEDMT CONT FENCE (INSTALL)	LF	$3.00	2,080.00	$6,240.00	(80.00)	2,000.00	$6,000.00	($240.00)
506-6039	TEMP SEDMT CONT FENCE (REMOVE)	LF	$0.50	2,080.00	$1,040.00	(80.00)	2,000.00	$1,000.00	($40.00)
530-6005	DRIVEWAYS (ACP)	SY	$85.00	131.00	$11,135.00	20.40	151.40	$12,869.00	$1,734.00
TOTALS					$184,518.00			$54,791.75	($129,726.25)

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 1 ***Project # 21IFB20***

: Contract Items (*Continued*)

				ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
3076-6042	D-GR HMA TY-D SAC-B PG70-22	TON	$140.00	630.00	$88,200.00	(330.50)	299.50	$41,930.00	($46,270.00)
506 4	MINOR MANHOLE HEIGHT ADJUSTMENT, 48"DIA	EA	$500.00	2.00	$1,000.00	(1.00)	1.00	$500.00	($500.00)
999-WC01	FORCE ACCOUNT	DOL	$1.00	25,000.00	$25,000.00	(25,000.00)	0.00	$0.00	($25,000.00)
104-6017	REMOVING CONC (DRIVEWAYS)	SY	$60.00	0.00	$0.00	6.70	6.70	$402.00	$402.00
460-6001	CMP (GAL STL 12 IN)	LF	$85.00	0.00	$0.00	116.00	116.00	$9,860.00	$9,860.00
496-6007	REMOV STR (PIPE)	LF	$25.00	0.00	$0.00	119.00	119.00	$2,975.00	$2,975.00
251-6025	REWORK BS MATL (TY B)(6")(ORD COMP)	SY	$14.00	0.00	$0.00	3,007.00	3,007.00	$42,098.00	$42,098.00
3076-6005	D GR HMA TY B (PG 64-22)(3")	TN	$140.00	0.00	$0.00	469.00	469.00	$65,660.00	$65,660.00
760-6001	DITCH CLEANING & RESHAPING (FOOT)	LF	$20.00	0.00	$0.00	577.00	577.00	$11,540.00	$11,540.00
The "Totals" from Table B of the previous work sheet:					$184,518.00			$54,791.75	($129,726.25)
TOTALS					$298,718.00			$229,756.75	($68,961.25)

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

Broad Street Improvements (Coupland)
Williamson County Project No. 21IFB20

Change Order No. 1

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 new items for remove and replace of existing driveway culverts. The existing driveway culverts were in such poor condition that they would no longer function.

The Change Order also addresses the changes to the pavement structure throughout the project. Due to the shallow utilities in and around the roadway, the minimal amount of traffic, and the results of the potholed existing pavement section, it was deemed adequate to rework the base material in-place and add 3" of Ty B asphalt to the pavement section.

The final item added in this Change Order is for ditch cleaning and grading to assure proper drainage along Muery Street and the downstream end of Culvert #1 off Broad Street where water stood for years. There was also a small section regraded at the intersection of Elliot Street and Broad Street.

Following is a summary of the new items required for this Change Order:

ITEM	DESCRIPTION	UNIT	QTY
104-6017	REMOVING CONC (DRIVEWAYS)	SY	6.70
460-6001	CMP (GAL STL 12 IN)	LF	116
496-6007	REMOV STR (PIPE)	LF	119
251-6025	REWORK BS MATL (TY B)(6")(ORD COMP)	SY	3007
3076-6005	D GR HMA TY B (PG 64-22)(3")	TN	469
760-6001	DITCH CLEANING & RESHAPING (FOOT)	LF	577

This Change Order results in a net decrease of $68,961.25 to the Contract amount, for an adjusted Contract total of $450,957.75. The original Contract amount was $519,919.00. As a result of this and all Change Orders to-date, the Contract has been decreased by $68,961.25, resulting in an 13.26% net decrease in the Contract cost.

HNTB Corporation

Oscar Salazar-Bueno, P.E.

NEW ITEMS

BID FORM
WILLIAMSON COUNTY, TEXAS

CHASCO CONSTRUCTORS

P.O. Box 1057
Round Rock, TX 78680
(512) 244-0600
Fax (512) 244-6085

5/13/2022

JOB# 21130 SOUTH BROAD AND MUERY STREETS COUPLAND

CP #1R1

ITEM	DESC CODE	DESCRIPTION	UNIT	PLAN QTY	REV QTY	DELTA	UNIT PRICE	EXTENSION
104	6017	REMOVING CONC (DRIVEWAYS)	SY	0	6.7	6.7	$60.00	$ 402.00
~~464~~	~~6003~~	~~RC PIPE (CL III)(18 IN)~~	~~LF~~	~~0~~	~~1.0~~	~~1.0~~	~~$300.00~~	~~$ 300.00~~
460	6001	CMP (GAL STL 12 IN)	LF	0	116	116	$85.00	$ 9,860.00
~~467~~	~~6057~~	~~SET (TY II)(18 IN)(RCP)(3:1)(P)~~	~~EA~~	~~0~~	~~1~~	~~1~~	~~$2,500.00~~	~~$ 2,500.00~~
496	6007	REMOV STR (PIPE)	LF	0	116	116	$25.00	$ 2,900.00

Compared to TxDOT low bid averages:

104-6017 REMOVING CONC (DRWYS)	134 SY AT $20.00 PER SY
460-6001 CMP (GAL STL 12 IN)	641 LF AT $75.45 PER LF
496-6007 REMOV STR (PIPE)	134 LF AT $20.00 PER LF

~~$ 13,622.00~~

$13,162

[1]Refer to the Technical Specifications section for a description of the specific reference number.

New Items

BID FORM
WILLIAMSON COUNTY, TEXAS

CHASCO CONSTRUCTORS

P.O. Box 1057
Round Rock, TX 78680
(512) 244-0600
Fax (512) 244-6085

7/8/2022

JOB# 21130 SOUTH BROAD AND MUERY STREETS COUPLAND

CP #2

ITEM	DESC CODE	DESCRIPTION	UNIT	PLAN QTY	REV QTY	DELTA	UNIT PRICE	EXTENSION
251	6025	REWORK BS MATL (TY B)(6")(ORD COMP)	SY	0	3007.0	3007.0	$14.00	$ 42,098.00
3076	6005	D GR HMA TY B (PG 64-22)(3")	TN	0	469.0	469.0	$140.00	$ 65,660.00
760	6001	DITCH CLEANING & RESHAPING (FOOT)	LF	0	577	577	$20.00	$ 11,540.00

$ 119,298.00

REWORK BASE MATL PRICING BASED UPON 4" REWORK FROM BARTLETT JOB ($10/SY), ADJUSTED FOR 6" DEPTH ON THIS PROJECT.
DITCH CLEANING PRICING BASED UPON BARTLETT PRICING AS WELL, SAME PER LF.

Prices are comparable to current projects and TxDOT bid averages.

[1]Refer to the Technical Specifications section for a description of the specific reference number.

Commissioners Court - Regular Session **77.**

Meeting Date: 09/13/2022

22IFB57 CR 401 Reconstruction Change Order #1 (US 79 Pavement)

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. 1 in the amount of $13,315.52 for Project 22IFB57 CR 401 Reconstruction (James Construction) P: 390c Funding Source: Road Bond.

Background

This Change Order revises the US 79 pavement section to meet TxDOT requirements. Adjustments to the signal phasing/timing for the new intersection at proposed US 79 and CR 401 are also included to meet TxDOT requirements.

The following new items will be added by this Change Order.

ITEM	DESCRIPTION	QUANTITY	UNIT
3076-6050	D-GR HMA TY-D SAC-B PG76-22	210.00	TON
3076-6066	TACK COAT	149.00	GAL
3085-6001	UNDERSEAL COURSE	491.00	GAL
999-WC02	SUBCONTRACTOR MARK-UP (5%)	1,988.56	DOL

This Change Order results in an increase of $13,315.52 to the Contract amount, for an adjusted Contract total of $12,686,516.46. The original Contract amount was $12,673,200.94. As a result of this and all Change Orders to-date, $13,315.52 has been added to the Contract, resulting in a 0.11% net increase to the overall Contract cost. As a result of this Change Order, zero (0) days will be added to the contract.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

22IFB57 - CR 401 Reconstruction CO#1

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/08/2022 10:32 AM
Form Started By: Julissa Vasquez		Started On: 08/25/2022 10:59 AM
Final Approval Date: 09/08/2022		

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 1

1. CONTRACTOR: **James Construction**

2. Change Order Work Limits: Sta. **139+10.75** to Sta. **205+27.24**

3. Type of Change(on federal-aid non-exempt projects): **Minor** (Major/Minor)

4. Reasons: **3G** (3 Max. - In order of importance - Primary first)

Project:	***22IFB57***
Roadway:	**CR 401 Reconstruction**
CSJ Number:	

5. Describe the work being revised:

3G. County Convenience. Compliance requirements of new laws and/or policies. Revised the pavement section within the US 79 TxDOT ROW to meet their requirements and revised some signal phasing/timming at the proposed intersection of US 79 and CR 401.

6. Work to be performed in accordance with Items: **See attached.**

7. New or revised plan sheet(s) are attached and numbered: **2,5,9,9L,9M,11,15,23,24,26B,37,147,149,165,168,169,231,232**

8. New Special Provisions/Specifications to the contract are attached: ☐ Yes ☑ No

9. New Special Provisions to Item N/A No. N/A, Special Specification Item N/A are attached.

Each signatory hereby warrants that each has the authority to execute this Change Order (CO).

The contractor must sign the Change Order and, by doing so, agrees to waive any and all claims for additional compensation due to any and all other expenses; additional changes for time, overhead and profit; or loss of compensation as a result of this change.

THE CONTRACTOR Date 9/7/2022

By

Typed/Printed Name Joey Williams

Typed/Printed Title Division Manager

The following information must be provided

Time Ext. #: **N/A** Days added on this CO: **0**

Amount added by this change order: **$13,315.52**

RECOMMENDED FOR EXECUTION:

9/7/2022
Project Manager Date

N/A
Design Engineer Date

9/7/2022
Program Manager Date

Design Engineer's Seal:

County Commissioner Precinct 1 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 2 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 3 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 4 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Judge Date
☐ APPROVED

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: ___1___ *Project #* ___22IFB57___

TABLE A: Force Account Work and Materials Placed into Stock

	LABOR	HOURLY RATE			HOURLY RATE

TABLE B: Contract Items

				ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
318-6413	ASPH(AC-15P, HFRS-2P OR CRS-2P)	GAL	$3.84	13,777.00	$52,903.68	(491.00)	13,286.00	$51,018.24	($1,885.44)
3076-6042	D-GR HMA TY-D SAC-B PG70-22	TON	$126.47	6,083.00	$769,317.01	(210.00)	5,873.00	$742,758.31	($26,558.70)
3076-6050	D-GR HMA TY-D SAC-B PG76-22	TON	$170.00	0.00	$0.00	210.00	210.00	$35,700.00	$35,700.00
3076-6068	TACK COAT	GAL	$4.75	0.00	$0.00	149.00	149.00	$707.75	$707.75
3085-6001	UNDERSEAL COURSE	GAL	$6.85	0.00	$0.00	491.00	491.00	$3,363.35	$3,363.35
999-WC02	SUBCONTRACTOR MARK-UP (5%)	DOL	$1.00	0.00	$0.00	1,988.56	1,988.56	$1,988.56	$1,988.56
TOTALS					$822,220.69			$835,536.21	$13,315.52

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

QUOTE FOR

TEXAS MATERIALS
A CRH COMPANY

Texas Materials Group, Inc.

1320 Arrow Point Drive, Suite 600
Cedar Park, TX 78613

Contact **David Reese**
E-Mail: **David.Reese@texasmaterials.com**
Telephone No: **512-633-5680**

Date: 8/4/2022
Project: CR401
Project #: 22IFB57
County: Williamson
Bid Date: 3/9/2022

Location:
Plant:

CO#2 QUOTE
**REVISED deleting TY-B Adjustment

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
316-6413	ASPH(AC-15P, HFRS-2P OR CRS-2P)	-491.00	GAL	$3.84 ~~3.80~~	-1,885.44 ~~-1,865.80~~
3076-6042	D-GR HMA TY-D SAC-B PG70-22	-210.00	TON	$126.47 ~~125.00~~	-26,558.70 ~~-26,250.00~~
3076-6050	D-GR HMA TY-D SAC-B PG76-22	210.00	TON	170.00	35,700.00
3085-6001	UNDERSEAL COURSE	491.00	GAL	6.85	3,363.35
3076-6066	TACK COAT	149.00	GAL	4.75	707.75
GRAND TOTAL					$11,326.96 ~~$11,665.30~~

NOTES:

***Terms and conditions of subcontract agreement apply.
***No mobilizations added for this work.
***This quote expires if not accepted in 30 days.

35,700.00
3,363.35
+ 707.75
$39,771.10
+ 1,988.56 5% Sub Mark-up

5% Mark-up $1,988.56
Total: $13,315.52

QUOTE ACCEPTED BY-
NAME:_____ DATE:_____

SIGNATURE:_____ COMPANY:_____

Williamson County Road Bond Program

CR 401 Reconstruction
Williamson County Project No. 22IFB57

Change Order No. 1
Reason for Change

This Change Order revises the pavement section within the US 79 TxDOT ROW to meet the requirements of TxDOT. TxDOT also made some adjustments to the signal phasing/timing for the new intersection at proposed US 79 and CR 401.

The following new items will be added by this Change Order.

ITEM	DESCRIPTION	QUANTITY	UNIT
3076-6050	D-GR HMA TY-D SAC-B PG76-22	210.00	TON
3076-6066	TACK COAT	149.00	GAL
3085-6001	UNDERSEAL COURSE	491.00	GAL
999-WC02	SUBCONTRACTOR MARK-UP (5%)	1,988.56	DOL

This Change Order results in an increase of $13,315.52 to the Contract amount, for an adjusted Contract total of $12,686,516.46. The original Contract amount was $12,673,200.94. As a result of this and all Change Orders to-date, $13,315.52 has been added to the Contract, resulting in a .11% net increase to the overall Contract cost. As a result of this Change Order, zero (0) days will be added to the contract.

HNTB Corporation

Oscar Salazar-Bueno, P.E.

Commissioners Court - Regular Session **78.**

Meeting Date: 09/13/2022

On-Call Surveying Contract Assignment - Inland to Austin Survey Co

Submitted By: Marie Walters, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a Contract Assignment between Inland Geodetics LLC as assignor, and Austin Survey Company L.L.C DBA Inland Geodetics, as assignee, in relation to that certain Williamson County Contract for Surveying Services dated May 19, 2020 regarding 2019 Road Bond Program "on-call" Surveying Services. Project: As needed Fund Source: Road Bonds

Background

Inland Geodetics LLC has been acquired by Austin Survey Company L.L.C. DBA Inland Geodetics effective August 17, 2022. The Consent to Contract Assignment will complete the transition process by transferring the 2019 Road Bond On-Call Surveying Services Contract executed May 19, 2020 from Inland to Austin Survey Company.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

ConsentContractAssignment_Inland-AustinSurvey

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/08/2022 12:06 PM
Form Started By: Marie Walters		Started On: 09/07/2022 05:20 PM
Final Approval Date: 09/08/2022		

CONSENT TO CONTRACT ASSIGNMENT

For good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged by the parties hereto, Inland Geodetics LLC (hereinafter "Assignor") hereby request consent from Williamson County, Texas (hereinafter "County") of the assignment and transfers of all of Assignor's interest, rights and obligations to Austin Survey Company L.L.C. DBA Inland Geodetics (hereinafter "Assignee") in the contract(s) described as follows:

> Contract for Surveying Services dated effective May 19, 2020, relating to **2019 Road Bond Program "On-Call" Surveying Services**, which is incorporated herein by reference for all purposes (hereinafter "Contract").

In consideration of the mutual promises and covenants contained herein, County, Assignor and Assignee hereby agree as follows:

1. Assignor agrees that all rights and obligations of Assignor arising under the Contract or otherwise by law or by the existence of conditions precedent, which may or may not have occurred as of the date of this Consent to Contract Assignment, are hereby included in the Assignment of the Contract to Assignee and Assignee hereby agrees to accept same as if Assignee was an original party to the aforesaid Contract.

2. Following the execution of this Consent to Contract Assignment, Assignee shall fully perform all services and/or provide all goods in accordance with terms and condition of the Contract as if Assignee was an original party to the Contract.

3. Assignor and Assignee have agreed the assignment of the Contract shall be binding upon and inure to the benefit of Assignor and Assignee and their respective affiliates, successors, assigns, heir and devisees and legal representatives.

4. UPON EXECUTION OF THIS CONSENT TO CONTRACT ASSIGNMENT AND IN CONSIDERATION OF COUNTY'S CONSENT TO THE ASSIGNMENT SUBJECT HEREOF, ASSIGNEE HEREBY AGREES THAT ASSIGNEE SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF COUNTY'S GROSS NEGLIGENCE) AND INDEMNIFY COUNTY FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF ASSIGNOR, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS ASSIGNOR MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED IN CONNECTION WITH ASSIGNOR'S PERFORMANCE OF SERVICES UNDER THE CONTRACT PRIOR TO EXECUTION OF THIS CONSENT TO CONTRACT ASSIGNMENT; AND FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM ASSIGNOR'S PERFORMANCE OF THE CONTRACT OR THE SERVICES PROVIDED UNDER THE CONTRACT PRIOR TO THE EXECUTION OF THIS CONSENT TO CONTRACT ASSIGNMENT, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF ASSIGNOR OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY ASSIGNOR OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE.

5. In consideration of the terms, conditions, agreements and covenants set forth herein, County agrees and does hereby consent to Assignor's assignment of the Contract to Assignee.

6. It is the intention of the parties hereto that in the event a court of competent jurisdiction finds that any provision or portion of this Consent to Contract Assignment is unenforceable for any reason, the balance and remainder of this Consent to Contract Assignment shall remain effective and enforceable to the extent possible under the circumstances then existing.

7. Each party to this Consent to Contract Assignment acknowledges that it and its counsel have reviewed this Consent to Contract Assignment and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Consent to Contract Assignment.

8. Each party to this Consent to Contract Assignment hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Consent to Contract Assignment shall lie exclusively in Williamson County, Texas, and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this Consent to Contract Assignment is governed by the laws of the United States, this Consent to Contract Assignment shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

9. This Consent to Contract Assignment represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written relating to the subject matter hereof. This Consent to Contract Assignment may be amended only by written instrument signed by each party.

AGREED, signed and made effective as of the date of the last party's execution below.

COUNTY:

Williamson County, Texas

By: _____
Bill Gravell, Jr., County Judge

Date: _____ _____, 20___

ASSIGNOR:

Inland Geodetics LLC

By: Brenda Sies

Printed Name: Brenda Sies

Title: President

Date: September 2, 2022

ASSIGNEE:

Austin Survey Company LLC dba Inland Geodetics

By: [signature]

Printed Name: Francisco Rivera

Title: President

Date: September 2, 2022

Commissioners Court - Regular Session **79.**

Meeting Date: 09/13/2022

Reagan Corridor Segment A LJA Contract Amendment No. 2

Submitted By: Marie Walters, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a Contract Amendment No. 2 to the Ronald Reagan Corridor Segment A project contract between Williamson County and LJA Engineering, Inc. relating to the LTP Corridor Program.
Project: P385 Fund Source: Corridor

Background

LJA Contract Amendment No. 2 increases the contract compensation cap by $200,000.00 from $1,000,000.00 to $1,200,000.00. The increase will allow for the execution of Supplemental No. 2 to Work Authorization No. 2 in the amount of $172,360.00 to prepare plan view conceptual layouts for multiple alternatives and cost estimates. No other changes are proposed at this time.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

ReaganCorridorSegA-LJA-Amendment2

ReaganCorridorSegA-LJA-WA2Supp2

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/01/2022 09:20 AM
Form Started By: Marie Walters		Started On: 08/31/2022 03:23 PM
Final Approval Date: 09/01/2022		

CONTRACT AMENDMENT NO. 2
TO
WILLIAMSON COUNTY CONTRACT FOR ENGINEERING SERVICES

WILLIAMSON COUNTY LTP CORRIDOR PROJECT:
Ronald Reagan Corridor Seg. A ("Project")

THIS CONTRACT AMENDMENT NO. 2 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 LJA Engineering, 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 9, 2021 (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 $1,000,000.00; 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 $1,000,000.00 to $1,200,000.00.

All other terms of the Contract are unchanged and will remain in full force and effect.

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

ENGINEER:

By: Kenneth G. Schrock
Signature

Kenneth G. Schrock, PE
Printed Name

Senior Vice President
Title

8/26/2022
Date

COUNTY:

By: _____
Signature

_____
Printed Name

_____
Title

_____
Date

8/29/2022

SUPPLEMENTAL WORK AUTHORIZATION NO. 2
TO
WORK AUTHORIZATION NO. 2

WILLIAMSON COUNTY ROAD BOND PROJECT:
Ronald Reagan Corridor Segment A

This Supplemental Work Authorization No. 2 to Work Authorization No. 2 is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated March 9th, 20 21 ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and LJA Engineering (the "Engineer").

WHEREAS, the County and the Engineer executed Work Authorization No. 2 dated effective October 28th , 20 21 (the "Work Authorization");

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

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

AGREEMENT

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

I. The Services to be Provided by the County that were set out in the original Attachment "A" of the Work Authorization are hereby amended, changed and modified as shown in the attached revised Attachment "A" (must be attached).

II. The Services to be Provided by the Engineer that were set out in the original Attachment "B" of the Work Authorization are hereby amended, changed and modified as shown in the attached revised Attachment "B" (must be attached).

III. The Work Authorization shall terminate on March 1st, 20 23 . The Services to be Provided by the Engineer shall be fully completed on or before said date unless extended by an additional Supplemental Work Authorization. The revised Work Schedule is attached hereto as Attachment "C" (must be attached).

IV. The maximum amount payable for services under the Work Authorization is hereby increased from $ 881,871.00 to $ 1,054,231.00 . The revised Fee Schedule is attached hereto as Attachment "D" (must be attached).

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

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

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

ENGINEER:	**COUNTY:**
By: Kenneth G Schrock	By: _____
Signature	Signature
Kenneth G. Schrock, PE	_____
Printed Name	Printed Name
Senior Vice President	_____
Title	Title
8/26/2022	_____
Date	Date

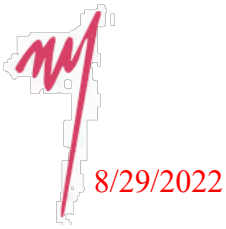
LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule



ATTACHMENT A
SERVICES TO BE PROVIDED BY THE COUNTY FOR
RONALD REAGAN CORRIDOR SEGMENT A

In general, Williamson County and its representatives to their best efforts will render services as follows:

1. Name, business address, and phone number of County's project manager.

2. Assistance to the Engineer, as necessary, with obtaining data and information from other local, regional, State and Federal agencies required for this project.

3. Obtain Rights of Entry from landowners.

4. Provide available appropriate County data on file including plans and specifications that are deemed pertinent to the completion of the work required by the scope of services (including previous hydraulic studies, models, previous reports and studies, available existing traffic counts, and design year traffic projections).

5. Provide available criteria and full information as to the client's requirements for the project. Provide examples of acceptable format for the required deliverables.

6. Provide information on any meetings/discussions held with adjoining property owners that may impact the project.

7. Provide timely reviews and decisions necessary for the Engineer to maintain the project work schedule. Review recommendations offered by the Engineer, progress of work, and final acceptance of all documents.

8. Submittal of documentation and permits to regulatory agencies for review and comment, when specified.

9. Support project development efforts with stakeholders, coordinate meetings and interface with stakeholders, as needed.

10. Post and maintain project information for public consumption on the County website.

11. Assist with Coordination between the Engineer and the County's other consultants.

12. Negotiate with all utility companies for any agreements and/or relocations required.

13. Provide an agent as necessary to secure proposed ROW and relocate/remove improvements on proposed ROW.

ATTACHMENT B
SERVICES TO BE PROVIDED BY THE ENGINEER FOR
Ronald Reagan – Segment A
PROJECT DESCRIPTION

Project Limits
Ronald Reagan Boulevard from RM 1431 to RM 2243.

Existing Facility
The existing road is a 2-lane roadway with asphalt pavement and with varying widths of existing ROW 200ft to 260ft.

Proposed Facility
Multiple proposed alternatives featuring mainlanes, curb and gutter frontage roads, ramps, auxiliary lanes, arterial cross streets, shared use path(s) with an approximate proposed ROW width of 200ft, from the project limits mention above.

Design Criteria
The proposed design criteria for the project will be developed from Williamson County and TxDOT design criteria as applicable. Utilize the existing schematic to the extent possible and match the criteria for the adjacent project.

1. PROJECT MANAGEMENT

   a. Communication:

      a. Designate one Licensed Professional Engineer (Texas) to be responsible for the project management, and all communications with the County and its representatives.

   b. Monthly Progress Report, Invoices, and Billings (**2** additional months assumed):

      a. Submit monthly progress status reports to the GEC. Progress reports will include deliverable table, tasks completed, tasks/objectives that are planned for the upcoming periods, lists or descriptions of items or decisions needed from the County and its representatives. Subconsultant progress will be incorporated into the monthly progress report. A copy of the monthly progress report will be uploaded to ProjectWise.

      b. Prepare correspondence, invoices, and progress reports on a monthly basis in accordance with current County requirements.

   c. Quality Assurance and Quality Control (QA/QC):

      a. For each deliverable submittal, provide evidence of their internal review and mark-up of that deliverable as preparation for submittal and in accordance with submitted project specific QA/QC plan.

      b. Provide continuous QA/QC throughout the duration of the scheduled services included herein to appraise both technical and business performance and provide direction for project activities.

d. Project Coordination & Administration:

   a. Correspondence and coordination will be handled through & with the concurrence of the GEC.

   b. Manage project activities (including documenting emails, phone and conference calls, maintain project files for the length of the project, meeting agendas, meeting minutes, and schedule meetings), direct Engineer's team/staff, coordinate and review sub-consultant work, correspond with the County and its representatives, and assist the County and its representatives in preparing responses to project-related inquiries.

e. Progress/Coordination Meetings (**2** external meetings assumed):

   a. Attend coordination/progress meeting with the County and its representatives and stakeholders, as necessary to communicate development of the project and design issues.

   b. Conduct internal coordination meetings as required to advance the development of the project.

f. Project Schedule:

   a. Revise project schedule indicating tasks, subtasks, critical dates, milestones, and deliverables. Submit to County as requested.

Deliverables:

b. Monthly Invoices and Progress Reports including Deliverable Table
c. Meeting Minutes, Sign-In Sheets, and Agendas
d. Project Schedule and Updates
e. Project Files
f. QA/QC Documentation with Deliverable

2. CONCEPTUAL LAYOUT DEVELOPMENT

   a. Prepare plan view conceptual layouts of multiple alternatives from RM 1431 to RM 2243:
      - 1 express lane & 3 frontage roads (each direction)
      - Super arterial – 6 lane divided arterial with express lane for grade separated intersections
      - Investigate other alternatives and solutions for adding lanes through project limits
   b. Prepare Preliminary Costs Estimate for the construction quantities covering all items of the proposed work
   c. Present and discuss conceptual layouts to County and its representatives

   Deliverables:

   - Conceptual Layout of each alternative
   - Preliminary Cost Estimate of each alternative

3. DELIVERABLES:

   a. Documents:

      a. All contract documents, including a pdf copy of each deliverable, native electronic files, models and calculations will be uploaded to the County's project management database at each milestone and at the completion of the project. One hard copy of each deliverable will be provided unless additional copies are required per the submittal checklist.

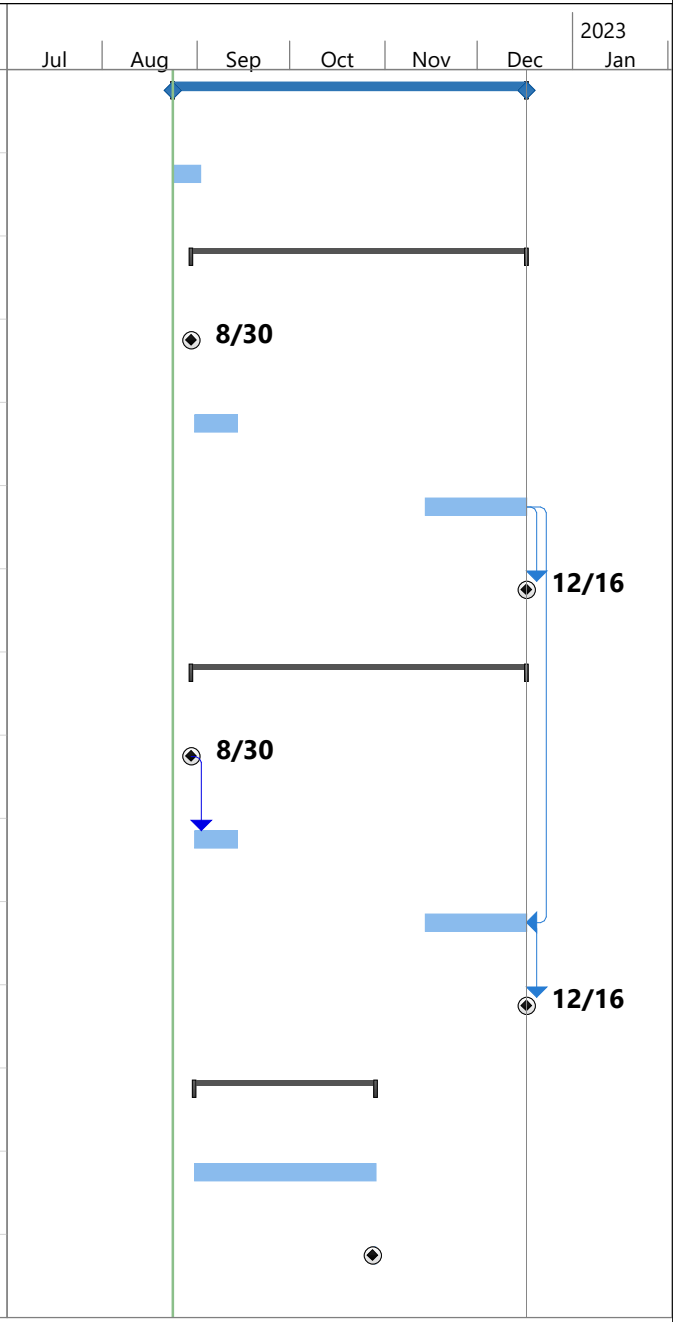
4. EXCLUSIONS:

   a. The following items are not included in this work authorization:

   - PUBLIC INVOLVEMENT.
   - RIGHT-OF-WAY (ROW) MAPPING.
   - CLOMR OR LOMR.
   - ENVIRONMENTAL SERVICES (ONLY DESKTOP REVIEW).
   - GEOTECHNICAL SERVICES.
   - PLAN PREPARATION (PS&E) SERVICES.
   - BIDDING PHASE SERVICES.
   - CONSTRUCTION PHASE SERVICES.
   - UTILITY COORDINATION OR RELOCATION ESTIMATES.

Ronald Reagan Corridor - Segment A - SWA2 to WA2
Attachment C

ID	Task Name	Duration	Start
0	**RRSegA_SWA2 to WA2**	**83 days**	**Wed 8/24/22**
1	Project Management	7 days	Wed 8/24/22
2	**Schematic Development**	**79 days**	**Tue 8/30/22**
3	Submit Draft Schematic for Review	0 days	Tue 8/30/22
4	GEC Review	10 days	Wed 8/31/22
5	Final Schematic Development	25 days	Mon 11/14/22
6	Submit Final Schematic	0 days	Fri 12/16/22
7	**Drainage Study**	**79 days**	**Tue 8/30/22**
8	Submit Draft Drainage Report	0 days	Tue 8/30/22
9	GEC Review	10 days	Wed 8/31/22
10	Prepare Final Drainage Report	25 days	Mon 11/14/22
11	Submit Final Drainage Report	0 days	Fri 12/16/22
12	**Conceptual Layouts**	**43 days**	**Wed 8/31/22**
13	Develop Conceptual Layout Alternatives	43 days	Wed 8/31/22
14	Conceptual Layout Submittal	1 day	Fri 10/28/22



Ronald Reagan Corridor - Segment A - SWA2 to WA2													
TASK DESCRIPTION		Project Principal 275.00 HOURS	Project Manager 245.00 HOURS	Quality Manager 230.00 HOURS	Senior Engineer 215.00 HOURS	Project Engineer 170.00 HOURS	Design Engineer 155.00 HOURS	Senion Engineering Technician 140.00 HOURS	E.I.T. 135.00 HOURS	Senior CADD Operator 125.00 HOURS	CADD Operator 100.00 HOURS	Admin 80.00 HOURS	Total HOURS
TASK 1 – PROJECT MANAGEMENT													
1.a	**Communication**												
	Project management communication with County and its representatives	2	4										6
1.b	**Monthly Progress Report, Invoices, & Billings (2 additional months assumed)**												
	Monthly Progress Reports		2									2	4
	Monthly Invoices		2									2	4
1.c	**QA/QC Plan**												
	Internal QA/QC at Each Deliverable		4	16	4	4						4	32
	Provide Continuous QA/QC Throughout Project		4	16	4	4							28
1.d	**Project Coordination & Administration**												
	Coordination with the GEC	2	16		4	4							26
	Manage Project Activities (emails, calls, meetings, coordination)		16		4	4						4	28
1.e	**Progress/Coordination Meetings (2 external meetings assumed)**												
	Progress Meetings with County and Representatives and Preparation	2	6		4	4			4				20
1.f	**Project Schedule**												
	Revise Project Schedule		2		2	2							6
	TASK 1 TOTAL HOURS	6	54	32	20	20	0	0	4	0	0	12	148
	TASK 1 TOTAL FEE	$1,650	$13,230	$7,360	$4,300	$3,400	$0	$0	$540	$0	$0	$960	$31,440
TASK 2 – CONCEPTUAL LAYOUT DEVELOPMENT													
2.a	**Conceptual Layout Development**												
	Conceptual Layout of 1 Express Lane & 3 Frontage Roads	8	24		24	40	80		80	40	80		376
	Conceptual Layout of Super Arterial - 6 Lane Divided with Express Lane at Cross Streets	4	20		20	30	60		60	30	60		284
	Intestigate Other Alternatives	4	16		16	20	20		20	10	20		126
2.b	**Preliminary Cost Estimates**												
	Prepare Preliminary Cost Estimate for Each Alternative	4	16		20	20	20		40				120
	TASK 2 TOTAL HOURS	20	76	0	80	110	180	0	200	80	160	0	906
	TASK 2 TOTAL FEE	$5,500	$18,620	$0	$17,200	$18,700	$27,900	$0	$27,000	$10,000	$16,000	$0	$140,920
TOTAL Ronald Reagan Corridor - Segment A Tasks													
	TOTAL HOURS (LJA)	26	130	32	100	130	180	0	204	80	160	12	1054
	TOTAL LABOR FEE (LJA)	$7,150	$31,850	$7,360	$21,500	$22,100	$27,900	$0	$27,540	$10,000	$16,000	$960	$172,360

Commissioners Court - Regular Session **80.**

Meeting Date: 09/13/2022

CR 255 Antiquities Permit Application

Submitted By: Marie Walters, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action regarding an Antiquities Permit Application to the Texas Historical Commission, required as part of the Due Diligence Environmental Investigations on the CR 255 Project, a Road & Bridge Project in Commissioner Pct. 3.
Project: P546 Fund Source: Road & Bridge

Background

The permit requests the approval of intensive pedestrian survey, with surface and subsurface investigations as necessary based on field conditions. No investigations will take place until a permit is received from the Texas Historical Commission. Portions of the attached application have been redacted prior to placing on the Court agenda, to protect restricted information. Redacted information will be included in the application to the Texas Historical Commission.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

CR255-THC-AntiquitiesPermit-App

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/01/2022 09:21 AM
Form Started By: Marie Walters		Started On: 08/31/2022 03:48 PM
Final Approval Date: 09/01/2022		

TEXAS HISTORICAL COMMISSION

ANTIQUITIES PERMIT APPLICATION FORM ARCHEOLOGY

GENERAL INFORMATION

I. PROPERTY TYPE AND LOCATION

Project Name (and/or Site Trinomial) Intensive Archaeological Investigation of the County Road 255 Roadway Improvement Project, Williamson County, Texas
County (ies) Williamson
USGS Quadrangle Name and Number SW portion of the Florence, Texas (3097-331) and NW portion of the Leander NE, Texas (3097-324)
UTM Coordinates Zone 14N E 610376 N 3400620
Location From CR 254, 1.5 miles SW of Andice, Texas, to Ronald Reagan Blvd.
Federal Involvement ❑ Yes ✓ No
Name of Federal Agency
Agency Representative

II. OWNER (OR CONTROLLING AGENCY)

Owner Williamson County
Representative Bill Gravell. Jr. (County Judge)
Address 710 Main Street, Suite 101
City/State/Zip Georgetown, TX 78626
Telephone (include area code) 512-943-1550 Email Address ctyjudge@wilco.org

III. PROJECT SPONSOR (IF DIFFERENT FROM OWNER)

Sponsor
Representative
Address
City/State/Zip
Telephone (include area code) Email Address

PROJECT INFORMATION

I. PRINCIPAL INVESTIGATOR (ARCHEOLOGIST)

Name John D. Lowe, M.A.
Affiliation SWCA Environmental Consultants
Address 4407 Monterey Oaks Blvd., Bldg, 1 Ste. 110
City/State/Zip Austin, TX 78749
Telephone (include area code) 512-476-0891 ext. 16801 Email Address john.lowe@swca.com

(OVER)

ANTIQUITIES PERMIT APPLICATION FORM (CONTINUED)

II. PROJECT DESCRIPTION

Proposed Starting Date of Fieldwork September 1, 2022
Requested Permit Duration 5 Years 0 Months (1 year minimum)
Scope of Work (Provided an Outline of Proposed Work) SWCA will conduct an intensive pedestrian survey (see attached scope of work)

III. CURATION & REPORT

Temporary Curatorial or Laboratory Facility SWCA-Austin
Permanent Curatorial Facility CAR-UTSA (records only)

IV. LAND OWNER'S CERTIFICATION

I, Bill Gravell Jr., as legal representative of the Land Owner, Williamson County, do certify that I have reviewed the plans and research design, and that no investigations will be performed prior to the issuance of a permit by the Texas Historical Commission. Furthermore, I understand that the Owner, Sponsor, and Principal Investigator are responsible for completing the terms of the permit.
Signature _____ Date _____

V. SPONSOR'S CERTIFICATION

I, _____, as legal representative of the Sponsor, _____, do certify that I have review the plans and research design, and that no investigations will be performed prior to the issuance of a permit by the Texas Historical Commission. Furthermore, I understand that the Sponsor, Owner, and Principal Investigator are responsible for completing the terms of this permit.
Signature _____ Date _____

VI. INVESTIGATOR'S CERTIFICATION

I, John D. Lowe, as Principal Investigator employed by SWCA Environmental Consultants (Investigative Firm), do certify that I will execute this project according to the submitted plans and research design, and will not conduct any work prior to the issuance of a permit by the Texas Historical Commission. Furthermore, I understand that the Principal Investigator (and the Investigative Firm), as well as the Owner and Sponsor, are responsible for completing the terms of this permit.

Signature John D. Lowe Date 8/19/2022

Principal Investigator must attach a research design, a copy of the USGS quadrangle showing project boundaries, and any additional pertinent information. Curriculum vita must be on file with the Archeology Division.

FOR OFFICIAL USE ONLY

Reviewer _____ Date Permit Issues _____
Permit Number _____ Permit Expiration Date _____
Type of Permit _____ Date Received for Data Entry _____

Texas Historical Commission
Archeology Division
P.O. Box 12276, Austin, TX 78711-2276
Phone 512-463-6096
the.texas.gov

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Austin, Texas 78749
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www.swca.com

PROPOSED SCOPE OF WORK FOR AN INTENSIVE ARCHAEOLOGICAL INVESTIGATION OF THE COUNTY ROAD 255 ROADWAY IMPROVEMENT PROJECT, WILLIAMSON COUNTY, TEXAS

Project Landowner – Williamson County
Project Sponsor – Williamson County
Project Consultant – SWCA Environmental Consultants
Principal Investigator –John D. Lowe, M.A.
Date – August 18, 2022

INTRODUCTION

At the request of Williamson County, SWCA Environmental Consultants (SWCA) proposes to conduct an intensive cultural resources survey of approximately 48.0 acres (19.4 hectares [ha]) of roadway in support of the County Road (CR) 255 Roadway Improvements Project (project) in Georgetown, Texas. This project represents 2.9 miles (4.7 kilometers [km]) of roadway, beginning at CR 254 and extending south to Ronald Reagan Boulevard (Figures 1 and 2). The project consists of widening CR 255 from the existing two-lane roadway to a four-lane (two in each direction) divided roadway with a straightening component extending the existing roadway along 0.5-mile (0.8-km) to connect with Ronald Reagan Boulevard. Because the project involves lands owned or controlled by Williamson County (a subdivision of the state), the project will be subject to review under the Antiquities Code of Texas (ACT), and the archaeological field investigation will require a Texas Antiquities Permit; therefore, the investigations proposed below are designed to comply with the requirements of the ACT. Based on the current project understanding, no federal regulatory compliance is anticipated.

Based on a review of the project area soils, geology, and previously recorded archaeological sites, as well as previously conducted surveys in the area, SWCA proposes to conduct an intensive pedestrian survey with subsurface testing of the project area. The goal of the work will be to locate any previously recorded prehistoric and historic-age archaeological sites in the project area, locate any previously undiscovered archaeological sites in the project area, establish vertical and horizontal site boundaries, as appropriate with regard to the project area, and evaluate the significance and eligibility of any site recorded in the project area for eligibility for listing in the National Register of Historic Places (NRHP) and for designation as a State Antiquities Landmark (SAL). All work will be conducted in accordance with both the ACT and Section 106 of the National Historic Preservation Act of 1966 (NHPA).

Project Description

The project area appears on the southwestern portion of the *Florence, Texas* (3097-331) and the northwestern portion of the *Leander NE, Texas* (3097-324) U.S. Geological Survey (USGS) 7.5-minute topographic quadrangle maps. The project area is located approximately 1.5 miles (2.4 km) south of Andice, Texas and approximately 6.2 miles (10.0 km) northeast of Liberty Hill, Texas. The project area consists of the existing two-lane asphalt roadway which will be expanded to a four-lane (two lanes in each direction) divided roadway with a straightening component extending the existing roadway south 0.5-mile (0.8 km) to connect with Ronald Reagan Boulevard. The project will be constructed within an

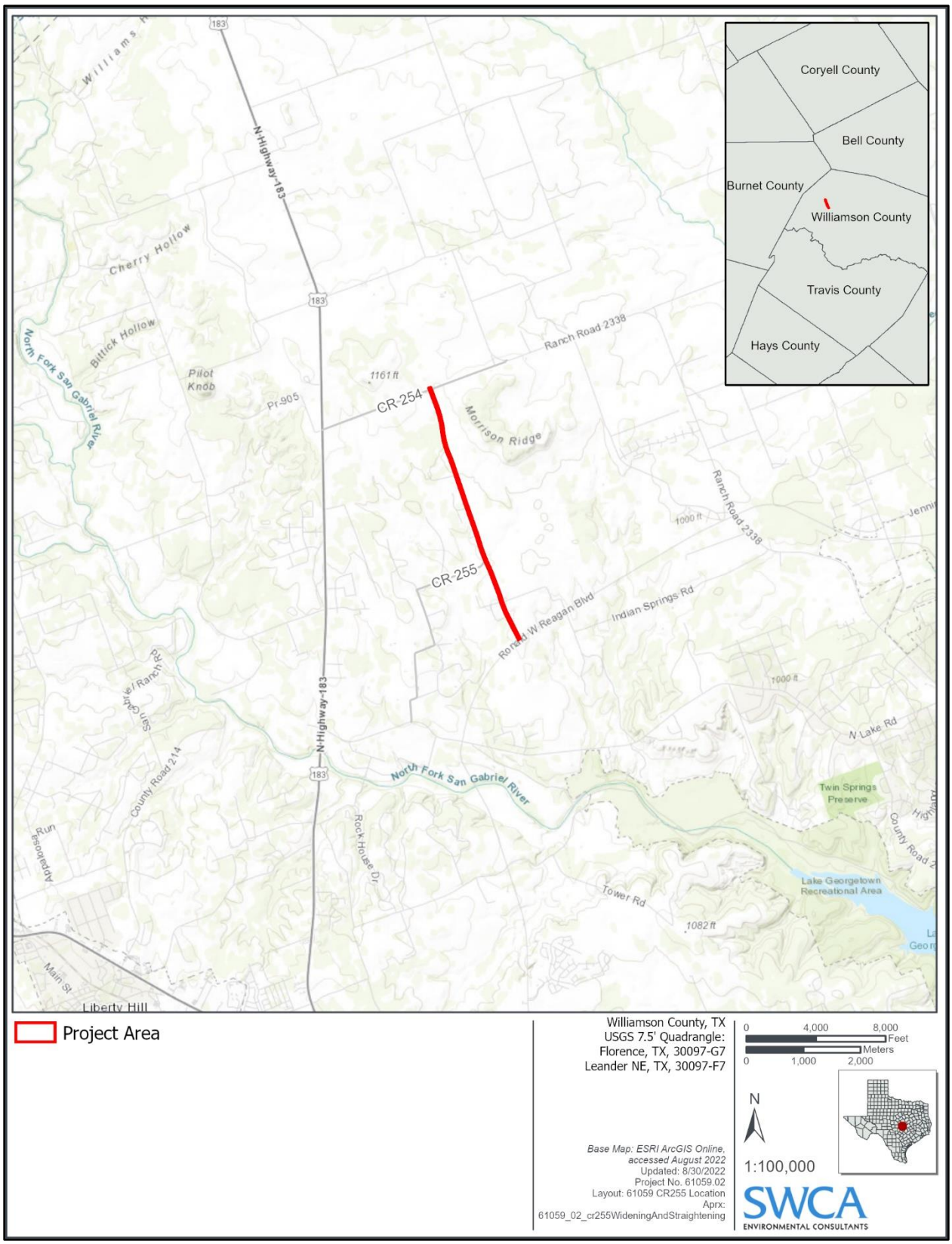


Figure 1. Project location map.

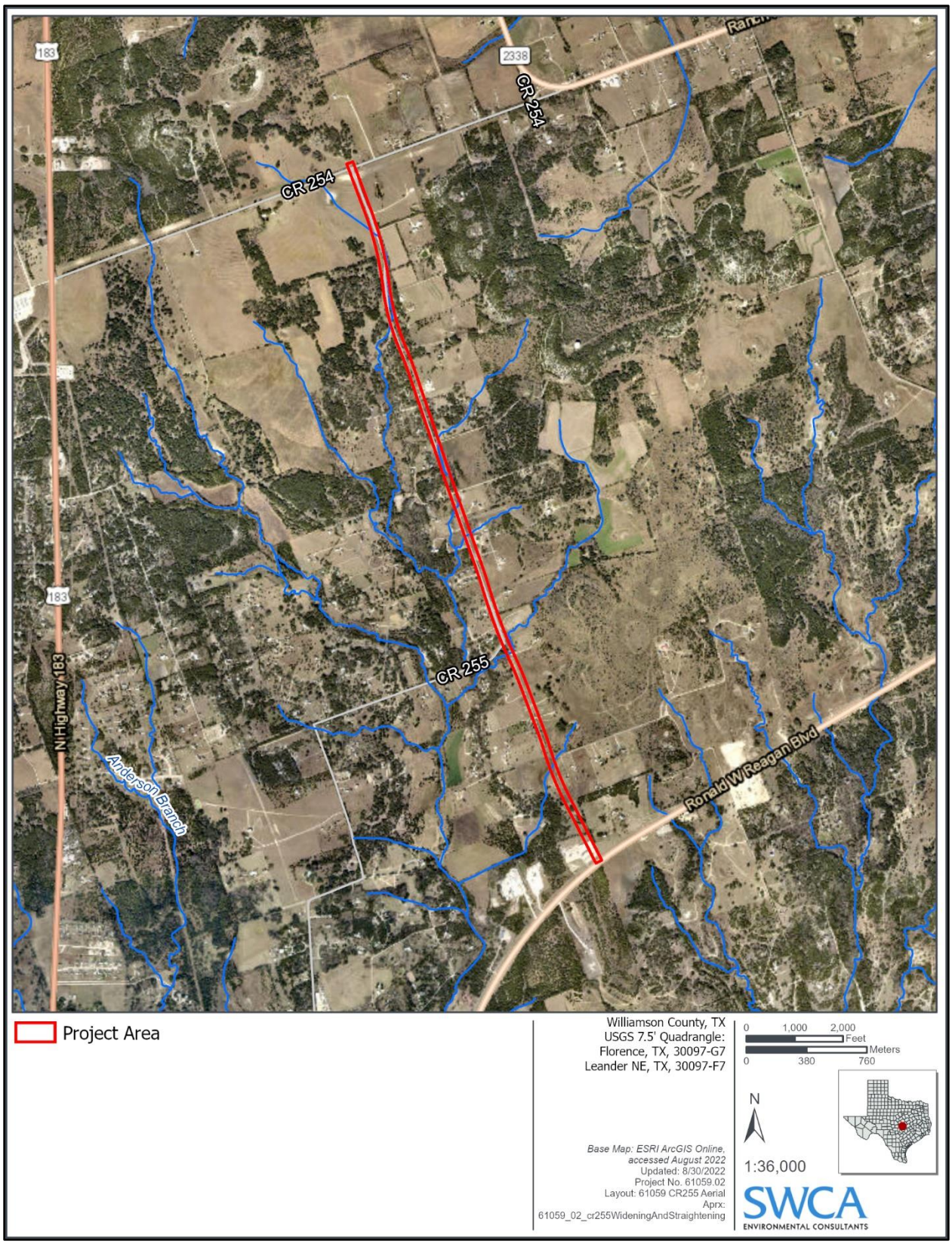


Figure 2. Project area overview map.

approximately 136-foot-wide (41.5-meter [m]-wide)-right-of-way (ROW) along approximately 2.9 miles (4.7 km) of roadway starting from CR 254 and extending south to Ronald Reagan Boulevard (Figure 2).

PROJECT SETTING

The project area crosses the Balcones Canyonlands subregion within the Edwards Plateau ecoregion (Griffith et al. 2007). The physiography of the area is described as dissected plateaus and escarpments with stair-stepped topography. Additionally, the physiography includes moderate to high gradient streams with bedrock, cobble, and gravel substrates (Griffith et al. 2007:63).

Geology

The underlying geology throughout the project area consists predominantly of Cretaceous-age marl formations including Cedar Park, Bee Cave Marl, Keys Valley Marl, and the Upper Glen Rose Limestone formation (Figure 3) (Barnes 1974; USGS 2022a). These marl formations are typically soft, white marls containing megafossils. The Upper Glen Rose Limestone formation consists of alternating beds of limestone, dolomite, and marl in a resistant and recessive pattern to form a stair-stepped topography. The upper part of this formation consists of thin beds with the lower part of the formation consisting of thicker fossiliferous beds (USGS 2022a). Given the age of these formations, there is virtually no potential to contain buried archaeological resources.

Soils

According to the Natural Resources Conservation Service (2022), there are five soil series mapped within the project area including: the Fairlie clay; Doss silty clay; Eckrant cobbly clay; Denton silty clay; and Brackett association (Table 1; see Figure 4). None of these soils are alluvial or aggrading, suggesting almost no potential to contain buried archaeological resources; these soils are discussed below.

- The Fairlie clay, 1 to 2 percent slopes soil series consist of deep, moderately well-drained soils that formed on nearly level to gently sloping uplands. The slope is typically 1 to 3 percent but ranges for 0 to 5 percent (NRCS 2022).

- The Doss soil series consists of shallow to weakly cemented limestone. The series is a well-drained, moderately slow permeable soil that forms in calcareous loamy and clayey residuum derived from marls and limestone. These gently to moderately sloping soils occur on hill slopes on dissected plateaus (NRCS 2022).

- The Eckrant cobbly clay, 1 to 8 percent slopes consists of a well-drained, moderately slowly permeable soils that are very shallow to shallow over indurated limestone bedrock. These soils are nearly level to very steep and form in residuum derived from limestone. These soils occur on summits, shoulders, and backslopes of ridges on dissected plateaus (NRCS 2022).

- The Denton silty clay, 1 to 3 percent slopes consists of deep, well-drained, slowly permeable soils located on gently sloping backslopes and footslopes of ridges. They formed in clayey materials derived from weathered residuum over limestone bedrock (NRCS 2022).

- Finally, the Brackett association, 1 to 8 percent slopes consists of predominantly of the Brackett soil series which consists of shallow to paralithic bedrock. The soil is well-drained and is derived from residuum from weathered Cretaceous-aged Glen Rose limestone. These soils vary from nearly level to very steep and are located on the backslopes of ridges on dissected plateaus in the Edwards Plateau physiographic region (NRCS 2022).

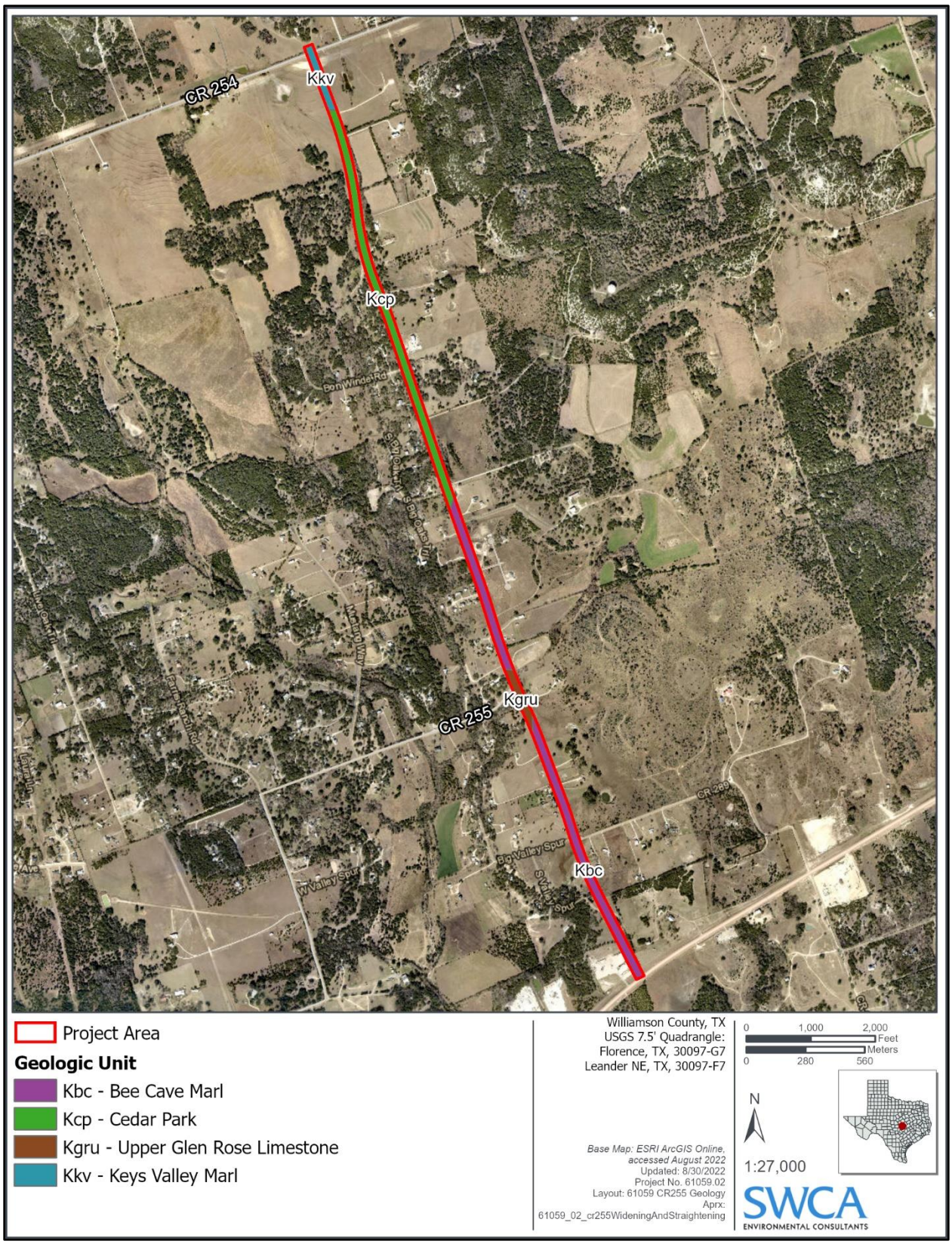


Figure 3. Project area geology map.

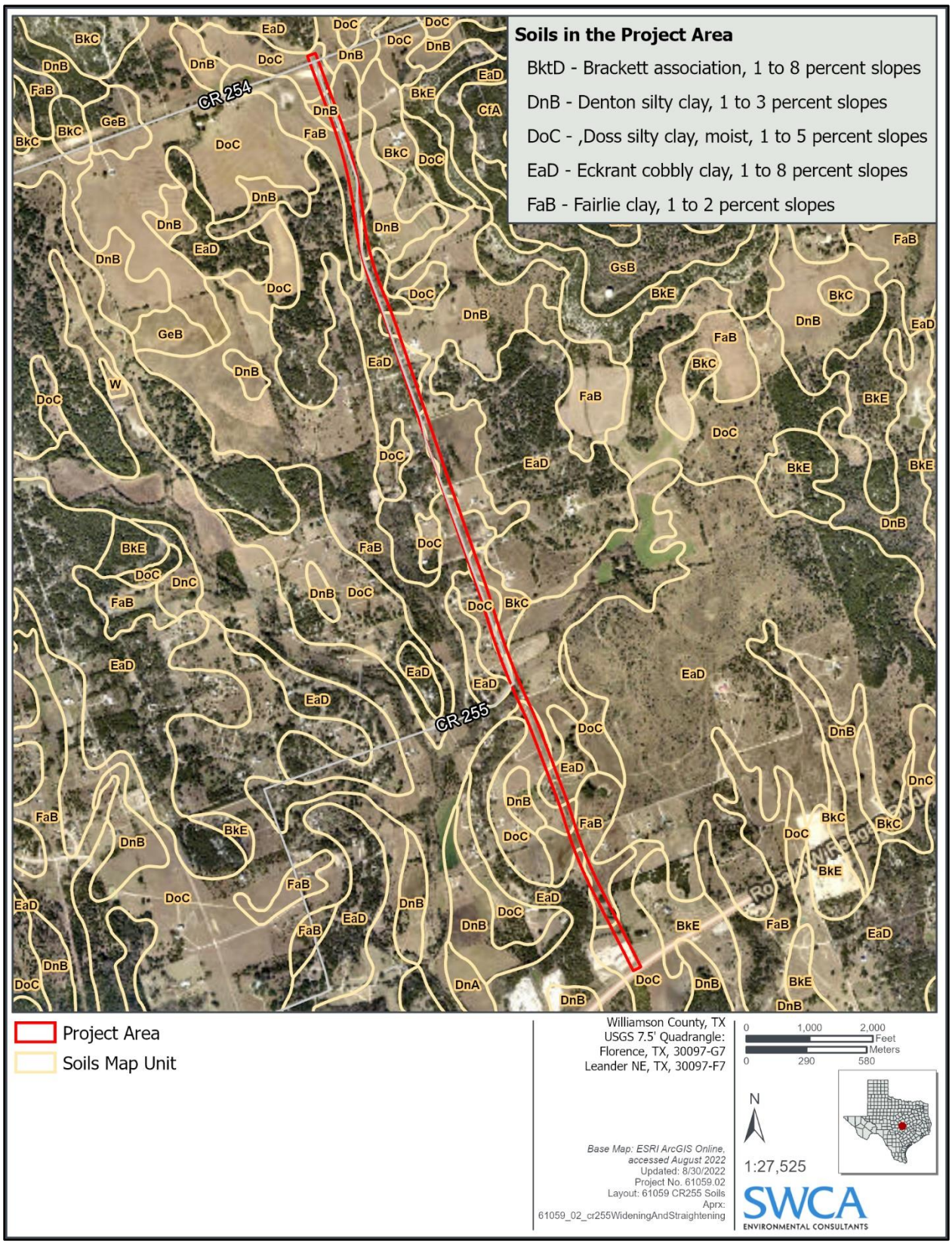


Figure 4. Project Area soils map.

Table 1. Project Area Soils

Name	Symbol	Acres	Percentage
Fairlie clay, 1 to 2 percent slopes	FaB	14.4	30.1
Doss silty clay, moist, 1 to 5 percent slopes	DoC	12.4	25.9
Eckrant cobbly clay, 1 to 8 percent slopes	EaD	10.1	21.0
Denton silty clay, 1 to 3 percent slopes	DnB	8.3	17.3
Brackett association, 1 to 8 percent slopes	BktD	2.8	5.7

Source: Natural Resources Conservation Service (2022).

BACKGROUND REVIEW

An SWCA archaeologist researched the Texas Archeological Sites Atlas (Atlas), a restricted, online database maintained by the Texas Historical Commission (THC) and the Texas Archeological Research Laboratory, for any previously recorded surveys and historic or prehistoric archaeological sites located in or within 0.6 mile (1.0 km) of the project area (THC 2022). In addition to identifying previously recorded archaeological sites, the Atlas review includes the following types of information: NRHP districts and properties, SALs, Official Texas Historical Markers, Registered Texas Historic Landmarks, cemeteries, and local neighborhood surveys. Listings in Atlas are limited to projects under purview of the ACT or the NHPA; therefore, the Atlas does not necessarily list all previous work conducted within a specific area. However, SWCA made a concerted effort to obtain reports for all previous cultural resources work conducted in the project area.

Two cultural resources surveys and three archaeological sites are located within a 0.6 mile (1.0 km) radius (i.e., the cultural resources study area) of the project area (THC 2022). Additionally, the historical map review revealed 28 potentially historic-age structures within cultural resources study area, none of which are within the current project area (Figure 5) (USGS 2022b).

Previous Cultural Resources Surveys

During the background review, two previously conducted cultural resources surveys were identified within the cultural resources study area, neither of which intersect with the project area. Of these two surveys, one lies perpendicular to the southern terminus of the project area along Ronald Reagan Boulevard. This survey was conducted in 2007 by SWCA under Texas Antiquities Permit No. 4381 for the purpose of widening and improving the roadway; no new cultural materials were observed. The second survey is located near the northern terminus of the project area. This survey was conducted in 2015 by ACI Consultants under Texas Antiquities Permit No. 7495 for the purposes of constructing an elevated storage tank for potable water for the city of Georgetown. No cultural resources were observed during this investigation (THC 2022).

Previously Recorded Archaeological Sites

During the background review, three archaeological sites (i.e., 41WM248, 41WM436, and 41WM1139) were identified within in the cultural resources study area, none of which intersect the project area. Among these three sites, one is a prehistoric site (i.e., 41WM436), one is a multicomponent site (41WM1139) consisting of both a prehistoric and a historic component, and one site (41WM248) is insufficiently complete on the site form and fails to provide substantive data regarding the site type.

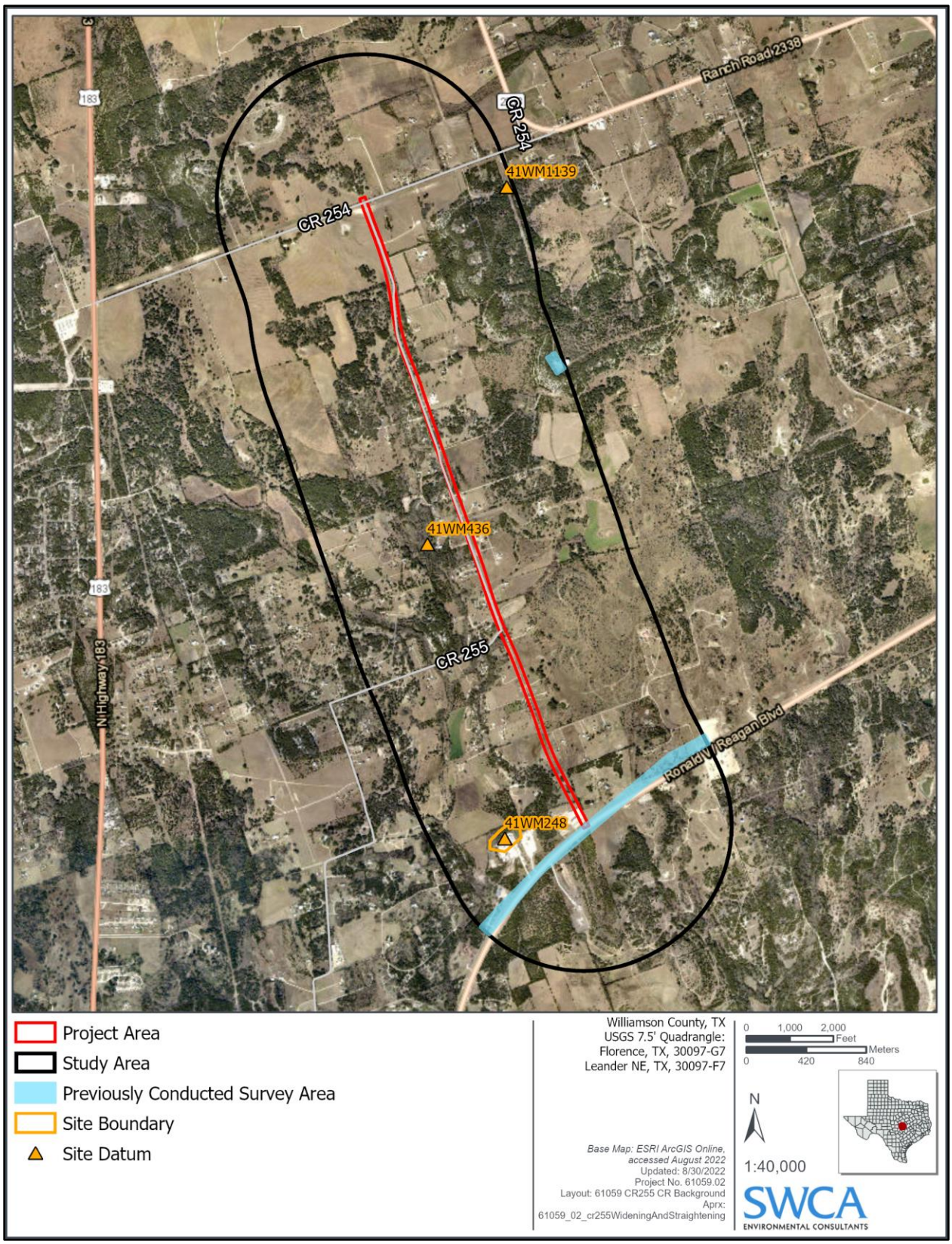


Figure 5. Background review results map.

Site 41WM248 is located approximately 0.3 miles (0.5 km) west of the southern terminus of the project area and approximately 0.2 miles (0.3 km) north of Ronald Reagan Boulevard. This site appears to lie on the northern periphery of a modern cement plant and has likely been significantly impacted by the plant's activities. The site form for site 41WM248 on the Atlas is incomplete and fails to provide any detailed information about the site. No additional information is available regarding this site (THC 2022).

Site 41WM436 is located approximately 1.4 miles (2.3 km) north of Ronald Reagan Boulevard and is situated in the central portion of the proposed project area. The site, recorded in 1980, is a large prehistoric open campsite consisting of three burned rock middens and an associated artifact scatter. The initial investigation consisted of a surface inspection only with burned rock, chert flakes, cores, and bifacial implements observed. No temporally diagnostic material is noted; however, the site form notes that the middens appeared to show signs of looting. No additional information is available regarding this site (THC 2022).

Site 41WM1139 is located approximately 0.6 miles (1.0 km) east of the northern terminus of the project area and approximately 0.2 miles (0.3 km) south of CR 254. Site 41WM1139 is a multicomponent site consisting of both a prehistoric and historic component, originally recorded in 2005 by Horizon Environmental Services during survey of a proposed Lower Colorado River Authority transmission line. The prehistoric component is recorded as a lithic quarry of unknown affiliation, while the historic-age component consists of a light twentieth century debris scatter lying on the surface. Artifacts observed include biface fragments, lithic flakes, brown crockery, English transfer ware (turn of the twentieth century), green glass, and solarized purple glass. In 2005 the THC determined that site 41WM1139 was not eligible for listing on the NRHP (THC 2022).

Historical Map Review

The historical map review identified 27 potentially historic-age structures within the cultural resources study area, none of which intersect within the project area. Current aerial imagery indicates that some of these structures are still extant. Five of these structures, however, lie immediately adjacent to (within 300 feet [107 m]) the project area. Of these five adjacent structures, four are extant (see Figure 5) (Foster et al. 2006; USGS 2022b). All structures are depicted on the 1962 *Leander* and 1964 *Florence* USGS topographic quadrangle maps, most of which are restricted to the periphery of the cultural resources study area (see Figure 5) (Foster et al. 2006; USGS 1962, 1964, 2022b).

PROPOSED SCOPE OF WORK

Once an Antiquities Permit has been obtained, SWCA will conduct an archaeological field survey of the 2.9-mile-long (4.7-km-long) project area; the total acreage of the project area is 48.0 acres (19.4 ha). The field survey will be performed by a team of two SWCA archaeologists walking the proposed project area. SWCA will incorporate approximately 100-foot-wide (30-m-wide) transects with archaeologists examining the ground surface for artifacts and features. The survey will be of sufficient intensity to determine the nature, extent, and, if possible, potential significance of any cultural resources located within the proposed project area. Subsurface explorations will be accomplished through shovel testing. The placement and quantity of these excavations will depend on the level of disturbance within the proposed project boundary and the nature of the soils, geology, and topography.

Shovel tests will be approximately 12 inches (30 centimeters [cm]) in diameter and excavated in arbitrary 8-inch (20-cm) levels to 31 inches (80 cm) below surface or culturally sterile deposits, whichever comes first. The matrix will be screened through ¼-inch mesh. The location of each shovel test will be plotted using a sub-meter accurate global positioning system (GPS) receiver, and each test will be recorded on appropriate project field forms. Shovel tests will be excavated according to THC standards. For linear

Figure 6 Redacted

projects, THC standards require a minimum of 16 shovel tests per linear mile of approximately 100-foot-wide ROW. Any deviations from these standards will be clearly discussed and explained in the resulting report for the investigation. Based on these standards, a minimum of 94 shovel tests will be required for this project. Areas with previously recorded sites or other cultural resources revealed in the archival research will require additional shovel testing to explore the nature of the cultural deposits. If the shovel testing indicates the potential for cultural deposits deeper than 31 inches (80 cm) below surface, SWCA will make recommendations for any areas that would require deep testing (i.e., backhoe trenching) if future impacts from the proposed project are anticipated to be deeper than 31 inches (80 cm) below surface.

Site Documentation

If an archaeological site is encountered during the investigation, it will be explored as much as possible with consideration to land access constraints. All recorded sites will be mapped in detail and plotted on USGS 7.5-minute topographic quadrangle maps with a hand-held, sub-meter accurate GPS unit and appropriate project maps for planning purposes. All discovered sites will be assessed regarding potential significance so that recommendations can be made for property management (i.e., avoidance, non-avoidance, or further work). Additional shovel tests will be conducted per Council of Texas Archeologists (CTA) / THC standards at discovered sites to define horizontal and vertical boundaries. Positive shovel tests would be excavated in a cruciform pattern at intervals no greater than 50 feet (15 m) until two negative shovel tests are identified in each cardinal direction. Appropriate State of Texas Archaeological Site Data Forms will be filled out for each site discovered during the investigation.

SWCA proposes a non-collection survey. Artifacts will be tabulated, analyzed, and documented in the field, but not collected. Temporally diagnostic artifacts will be described in detail and photographed in the field. This policy will reduce curation costs once the fieldwork is concluded; however, as per the stipulations of the Antiquities Permit, all paperwork and photographs generated during the field investigation must be curated at an approved repository.

Reporting and Curation

SWCA will prepare a draft report of the investigation three (3) weeks of completion of the field survey. The archaeological report will conform to THC and CTA reporting standards. The report will document the general nature of the project area, the methodology used in the investigation, the presence and condition of any previously recorded sites revealed in the records review, the general nature and extent of cultural resources encountered during the archaeological survey, recommendations on the need for further work, and the potential significance of the cultural resources regarding future development and SAL status.

SWCA will submit a digital draft copy of the report to Williamson County for review and comment. Once this has been accomplished, SWCA will incorporate any appropriate edits and will submit a final draft report to the THC for review and comment. As part of completing Antiquities Permit requirements, SWCA will furnish two electronic copies of the final report on a tagged PDF formatted CD, as well as project area shapefiles, to the THC, and complete an Abstracts in Texas Contract Archeology Summary form and abstract text on-line. Field records and artifacts, if collected, will be curated at an approved curatorial facility which, in this case, is the Center for Archaeological Research at The University of Texas at San Antonio, per requirements of the ACT.

REFERENCES

Barnes, Virgil E.

1974 Geologic Atlas of Texas, Austin Sheet. Bureau of Economic Geology, The University of Texas at Austin.

Foster, T.R., T. Summerville, and T. Brown

2006 The Texas Historic Overlay: A Geographic Information System of Historic Map Images for Planning Transportation Projects in Texas. Prepared for the Texas Department of Transportation by PBS&J, Austin

Griffith, Glenn E., Sandy A. Bryce, James M. Omernik, and Ann C. Rogers

2007 *Ecoregions of Texas*. Texas Commission on Environmental Quality Surface Water Quality Monitoring Program, Austin, Texas.

Natural Resources Conservation Service (NRCS)

2022 Web Soil Survey. U.S. Department of Agriculture. Available at: http://websoilsurvey.nrcs.usda.gov. Accessed August 2022.

Texas Historical Commission (THC)

2022 Texas Archeological Site Atlas, restricted database. A joint venture of Texas Historical Commission and Texas Archeological Research Laboratory. Available at: http://atlas.thc.state.tx.us. Accessed August 2022.

U.S. Geological Survey (USGS)

1962 *Leander, TX* [map]. 1:62,500, 7.5-Minute Series topographic quadrangle. U.S. Department of the Interior, U.S. Geologic Survey, Washington D.C.

1964 *Florence, TX* [map]. 1:24,000, 7.5-Minute Series topographic quadrangle. U.S. Department of the Interior, U.S. Geologic Survey, Washington D.C.

2022a Pocket Texas Geology. Available at: https://txpub.usgs.gov/txgeology/. Accessed August 2022.

2022b The National Geologic Map Database (TopoView). Historical topographic map collection. Available at: http://ngmdb.usgs.gov/maps/TopoView/. Accessed August 2022.

Commissioners Court - Regular Session **81.**

Meeting Date: 09/13/2022

QT License Agreement

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action authorizing the county judge to execute a license agreement with QT South LLC to obtain a survey of property located at the NE corner of US 183 and Hero Way and in support of the Hero Way/RM 2243 project. . Funding Source: Road Bonds P 326

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/08/2022 09:16 AM
Form Started By: Charlie Crossfield		Started On: 09/01/2022 08:19 AM
Final Approval Date: 09/08/2022		

Store #4140

LICENSE AGREEMENT

This LICENSE AGREMENT ("**License Agreement**") is made the 31st day of ~~July~~ August, 2022 (the "Effective Date"), by and between QT SOUTH, LLC, a Texas limited liability company, with an address of 2007 Sam Bass Rd. Suite 100, Round Rock, TX 78681 ("**Licensor**"), and WILLIAMSON COUNTY, TEXAS, with and address of 710 Main Street, Suite 101, Georgetown, Texas 78626 ("**Licensee**"), who, for good and valuable consideration, hereby agree as follows:

SECTION 1. License. Licensor hereby grants Licensee, its contractors and agents, a license to access the portion of Licensor's property located at 183A Toll Road, Leander, Texas 78641 (WCAD R#594281), Texas, as generally depicted on Exhibit "A" attached hereto (the "**Licensed Premises**"), and Licensee hereby licenses the Licensed Premises from Licensor, upon and subject to the terms and provisions of this License Agreement, solely for the purpose of Licensee obtaining a survey of the Licensed Premises.

SECTION 2. Term of License Agreement. The term of this License Agreement shall begin on the Effective Date and shall continue until the end automatically after Licensee obtains a survey of the Licensed Premises, but in no event later than October 14th, 2022.

SECTION 3. Use and Restoration of Licensed Premises. The Licensed Premises shall be used by Licensee solely for the purposes of obtaining a survey of the Licensed Premises. Licensee is responsible for repairing any and all damages to the Licensed Premises beyond ordinary wear and tear to the extent caused by Licensee arising out of the exercise of Licensee's rights under this License Agreement.

SECTION 4. Maintenance. Licensee shall, at its own expense, keep the Licensed Premises clear of all trash and debris as it relates to Licensee's use until such time this License Agreement terminates, at which time Licensee shall promptly restore the Licensed Premises to a substantially similar condition that existed prior to Licensor granting the License to Licensee and thereafter Licensee's maintenance obligations hereunder shall automatically cease. Licensee is responsible for any and all damages to the Licensed Premises caused by Licensee during the specified time of the License Agreement.

SECTION 5. Indemnification. To the extent allowed by law, Licensee hereby agrees to indemnify, defend and hold harmless Licensor, its officers, directors, and employees from and against any and all claims, damages or loss, including reasonable attorney's fees and reasonable expenses incurred in investigating, defending and prosecuting litigation (hereinafter collectively referred to as "**Damages**"), arising out of or relating to Licensee's, its agents', employees' or workers' use of the Licensed Premises or Licensee's exercise of its rights under this License Agreement.

SECTION 6. Insurance. Licensee agrees to have any contractors entering the Licensed Premises carry and pay the premiums for insurance of the types and in the limits that it deems sufficient for its protection, and, during the term of this License Agreement, agrees to fulfill the following terms and conditions:

a. Licensee shall maintain (i) Commercial General Liability policy including coverage for Bodily Injury, Personal Injury, Legal Liability, (ii) Excess Workers Compensation and Employer's Liability policies and (iii) Automobile Liability policy.

b. The policy limits for the coverages listed above will not be less than the following:

Commercial General Liability:	$2,000,000 combined single limit, bodily injury, personal injury and Property damage, per occurrence
Employer's Liability:	$1,000,000 each accident
Workers Compensation:	Statutory limits
Automobile Liability:	$1,000,000 each accident

c. Licensor shall be named as an additional insured in Licensee's Commercial General Liability and Automobile Liability policies of insurance listed above.

d. A Waiver of Subrogation endorsement in favor of Licensor shall be issued on all Licensees' policies.

e. If any insurance coverage required above is canceled or changed in any way so as not to satisfy the requirements above, then notice will be given in writing by Licensee to Licensor at least 30 days in advance of cancellation, non-renewal or change.

f. Licensee shall furnish to Licensor a certificate of insurance evidencing insurance coverage and limits required prior to Licensee's first use of the Licensed Premises. The Certificate should also evidence Additional Insureds and Waiver of Subrogation insuring Licensor.

g. Each policy required above shall contain an endorsement that it will be primary to any other collectible insurance insuring Licensor.

SECTION 7. Waiver of Claims. Licensor, shall not be liable, and Licensee waives all claims for any damage to persons or property sustained by Licensee or any person claiming through Licensee, whether by theft, injury, or otherwise, which may occur on the Licensed Premises, except to the extent caused by other persons on the Licensed Premises or by occupants of adjacent property, or attributable to any fault, default, negligence, acts or omissions of Licensor, its agents, employees or invitees.

SECTION 8. Attorneys' Fees. If any legal action or other proceeding is brought for the enforcement of this License Agreement, or because of a dispute, breach, default or misrepresentation in connection with any provisions of this License Agreement, the successful or prevailing party shall be entitled to recover reasonable attorney's fees and other costs incurred in that action or proceeding, in addition to any other relief to which it may be entitled.

SECTION 9. Recording. This document shall not be recorded in any public records by either party.

SECTION 10. Governing Law. This License Agreement shall be governed by, and construed according to, the laws of the State of Texas.

SECTION 11. Captions. The captions contained in this instrument are for convenience only and in no way limit or expand the terms and conditions of this License Agreement.

SECTION 12. No Amendment or Modification. No amendment, modification or alteration of the terms of this License Agreement shall be binding unless it be in writing and signed by the parties.

SECTION 13. Counterparts, Facsimile or Electronic Signatures. This License Agreement may be signed in counterparts and a facsimile or electronic signature shall have the same force and effect as an original signature.

SECTION 14. Entire Agreement. This License Agreement, and any attachments or addenda hereto, constitutes the complete agreement of the parties concerning the Licensed Premises, and all prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged herein.

IN WITNESS WHEREOF, the parties hereto have executed the License Agreement in multiple original counterparts on the day and year above written.

LICENSOR:

QT SOUTH, LLC

By: _____
Name: Michael Z. Ward
Title: Real Estate Manager

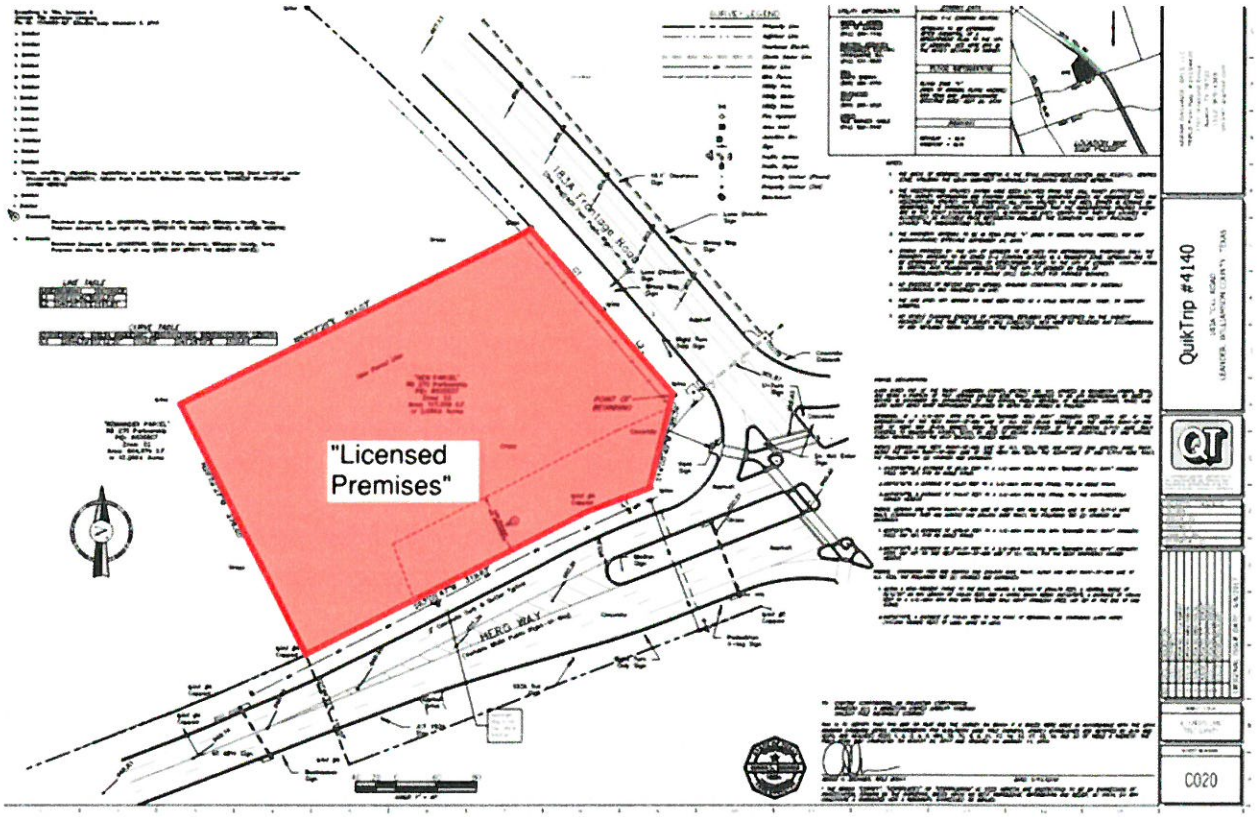
LICENSEE:

WILLIAMSON COUNTY, TEXAS

By: _____
Name: Bill Gravell, Jr.
Title: County Judge

EXHIBIT "A"

DEPICTION OF LICENSED PREMISES



Commissioners Court - Regular Session **82.**

Meeting Date: 09/13/2022

CR 401 purchase contract

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action authorizing the county judge to execute a purchase contract with Taylor Texas Holdings Inc. for 0.101 acres of right of way needed for the CR 401 project (Parcel 13). Funding Source: Road Bonds P390c

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/08/2022 09:15 AM
Form Started By: Charlie Crossfield		Started On: 08/31/2022 02:42 PM
Final Approval Date: 09/08/2022		

REAL ESTATE CONTRACT
CR 401

THIS REAL ESTATE CONTRACT ("Contract") is made by and between **TAYLOR TEXAS HOLDINGS, Inc.** (referred to in this Contract as "Seller") and WILLIAMSON COUNTY, TEXAS (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I
PURCHASE AND SALE

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

> All of that certain 0.101 tract of land out of the H.G. Johnson Survey, Abstract No. 6, Abstract No. 348 Williamson County, Texas; and being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 13**);

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements situated on and attached to the Property described in Exhibit "A" not otherwise agreed herein to be retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II
PURCHASE PRICE

Purchase Price

2.01. The Purchase Price for the Property, any improvements on the Property, and any damage or cost to cure the remaining property of Seller shall be the sum of SEVENTEEN THOUSAND SIX HUNDRED SEVENTY-TWO and 00/100 Dollars ($17,672.00).

Payment of Purchase Price

2.02. The Purchase Price shall be payable in cash or other good funds at the Closing.

ARTICLE III
PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the Closing).

Miscellaneous Conditions

Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the closing.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF SELLER

Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's current actual knowledge:

(1) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than as previously disclosed to Purchaser.

(2) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof.

The Property herein is being conveyed to Purchaser under threat of condemnation.

ARTICLE V
CLOSING

Closing Date

5.01. The Closing shall be held at the office of Longhorn Title Company on or before September 29, 2022, or at such time, date, and place as Seller and Purchaser may otherwise agree, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged Deed conveying good and indefeasible title to Williamson County, Texas in fee simple to all of the Property described in Exhibit "A", free and clear of any and all monetary liens and restrictions, except for the following:

(a) General real estate taxes for the year of closing and subsequent years not yet due and payable.

(b) Any exceptions approved by Purchaser pursuant to Article III hereof; and

(c) Any exceptions approved by Purchaser in writing.

(2) The Deed shall be in the form as shown in Exhibit "B" attached hereto and incorporated herein.

(3) Provide reasonable assistance as requested, at no cost to Seller, to cause Title Company to issue Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, in the Deed Grantee's favor in the full amount of the Purchase Price, insuring Purchaser's contracted interests in and to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

(a) The boundary and survey exceptions shall be deleted.

(b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and

(c) The exception as to the lien for taxes shall be limited to the year of Closing and shall be endorsed "Not Yet Due and Payable".

(d) Deliver to Purchaser possession of the Property if not previously done.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

(a) Pay the cash portion of the Purchase Price.

Prorations

5.04. General real estate taxes for the then current year relating to the Property shall be prorated as of the Closing Date and shall be adjusted in cash at the Closing. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation but shall otherwise be the continuing obligation of Seller to fully satisfy. Agricultural roll-back taxes, if any, which directly result from the completion of this transaction and conveyance shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

(1) Owner's Title Policy and survey to be paid by Purchaser.

(2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.

(3) All other closing costs shall be paid by Purchaser.

(4) Attorney's fees paid by each respectively as incurred.

ARTICLE VI
BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

ARTICLE VII
BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made, then Seller shall receive the amount of $500 as liquidated damages for any failure by Purchaser.

ARTICLE VIII
MISCELLANEOUS

Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

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

Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09 In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10 This Contract shall be effective as of the date it is approved by Williamson County, Texas which date is indicated beneath the County Judge's signature below.

Counterparts

8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

Contingent Possession and Use Agreement

8.12. Upon completion of (1) the full execution of this Contract by all parties, and (2) acknowledgment by the Title Company of delivery by Purchaser of the full Purchase Price to the Title Company, Purchaser, its agents and contractors shall be permitted at any time to enter and possess the Property prior to Closing for the purpose of completing any and all necessary testing, utility relocation and construction activities associated with the proposed CR 401 improvement construction project of Purchaser, and Seller agrees to make any gate access available to Purchaser, its contractors or utility facility owners as necessary to carry out the purposes of this paragraph. The parties further agree to continue to use diligence in assisting with any title curative measures or mortgage lien release required by the Contract to complete the Closing of the purchase transaction.

SELLER:

TAYLOR TEXAS HOLDINGS, INC.

By: David Censonsky
David Censonsky (Aug 30, 2022 16:09 CDT)

Name: David Censonsky

Title: President/Owner

Date: Aug 30, 2022

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr.
County Judge

Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

EXHIBIT "A"

County: Williamson
Parcel No.: 13
Highway: C.R. 401/404
Limits: From: FM 973
To: Intersection of US 79

March 25, 2022

PROPERTY DESCRIPTION FOR PARCEL 13

DESCRIPTION OF A 0.101 ACRE (4,418 SQ. FT.) PARCEL OF LAND LOCATED IN THE H.G. JOHNSON SURVEY, SECTION NO. 6, ABSTRACT NO. 348, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 69.28 ACRE TRACT OF LAND, DESCRIBED IN A DEED TO TAYLOR TEXAS HOLDINGS, INC., RECORDED JULY 10, 2008 IN DOCUMENT NO. 2008053881, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.); SAID 0.101 ACRE (4,418 SQ. FT.) PARCEL, AS SHOWN ON A PLAT PREPARED BY SAM, LLC, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 3-inch iron pipe found, for the northwest corner of said 69.28 acre tract, same being an interior ell corner of the remainder of a called 290.77 acre tract of land described as Tract number Two, Parcel A and a called 1.9 acre tract of land, Parcel B, in a deed to Prewitt Farms, LTD., a Texas Limited Partnership, recorded in Document No. 2007076169 O.P.R.W.C.TX.;

THENCE with the common line of said Prewitt Farms tract and said 69.28 acre tract, the following three (3) courses and distances:

S 22°16'06" E, a distance of 483.09 feet to a calculated point, for an angle corner,

N 68°34'07" E, a distance of 13.00 feet to a calculated point, for an angle corner, and

S 21°38'26" E, a distance of 1,947.47 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" (Surface Coordinates: N=10,181,803.57, E=3,204,235.23) set 126.60 feet right of County Road 401 (C.R. 401) Engineer's Centerline Station (E.C.S.) 206+16.76 on the proposed north right-of-way line of C.R. 401, for the northwest corner and the **POINT OF BEGINNING** of the parcel described herein;

1) **THENCE** N 68°03'42" E, departing the common line of said Prewitt Farms tract and said 69.28 acre tract, with the proposed north right-of-way line of said C.R. 401, over and across said 69.28 acre tract, a distance of 19.56 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 146.10 feet right of C.R. 401 E.C.S 206+18.42 on the east line of said 69.28 acre tract same being the west line of lot 1, Amended Plat of the Amanda's Commercial Subdivision, recorded in Document No. 2007095833, O.P.R.W.C.TX., described in a deed to Clark Charter and Travel, Inc., recorded in Document No. 2019006536 O.P.R.W.C.TX., for the northeast corner of the parcel described herein, from which a 1/2-inch iron rod found for the northwest corner of said Lot 1, same being the southwest corner of Lot 2 of said Amended Plat of the Amanda's Commercial Subdivision bears N 21°45'06" W, a distance of 134.68 feet;

2) **THENCE** S 21°45'06" E, continuing with the proposed east right-of-way line of C.R. 401, same being the common line of said 69.28 acre tract and said Lot 1, a distance of 223.22 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 148.42 feet right of C.R. 401 E.C.S 203+84.03 on the existing north right-of-way line of U.S. 79, a 200 foot wide right-of-way, as described to the State of Texas in Volume 372, Page 169, Deed Records of Williamson County, Texas (D.R.W.C.TX.), and as depicted in TXDOT right-of-way strip map CSJ 204-03-12 dated December 1951, for the southwest corner of said Lot 1, same being the southeast corner of said 69.28 acre tract and of the parcel described herein, from which a 1/2-inch iron rod with a plastic cap stamped "HOLT & CARSON" found bears S 24°43'39" E, a distance of 2.18 feet;

EXHIBIT "A"

County: Williamson
Parcel No.: 13
Highway: C.R. 401/404
Limits: From: FM 973
To: Intersection of US 79

3) **THENCE** S 66°58'03" W, departing the proposed east right-of-way line of said C.R. 401, with the existing north right-of-way line of said U.S. 79, a distance of 20.00 feet to a calculated point for southeast corner of said Prewitt Farms tract, same being the southwest corner of said 69.28 acre tract and the parcel described herein;

4) **THENCE** N 21°38'26" W, departing the existing north right-of-way line of said U.S. 79, with the common line of said Prewitt Farms tract and said 69.28 acre tract, a distance of 223.60 feet to the **POINT OF BEGINNING**, and containing 0.101 acres (4,418 sq. ft.) of land, more or less.

This property description is accompanied by a separate plat of even date.

Bearing Basis:
All bearings shown are based on NAD83/2011/NAVD88 Texas Coordinate System, Central Zone. All distances shown are surface and may be converted to grid by dividing by a surface adjustment factor of 1.00012352. All coordinates shown are in surface and may be converted to grid by dividing by the same factor. Project units are in U.S. Survey Feet.

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TRAVIS §

That I, Scott C. Brashear, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on the date shown below.

Scott C. Brashear 03/24/2022

Scott C. Brashear Date
Registered Professional Land Surveyor
No. 6660 – State of Texas

SURVEYING AND MAPPING, LLC
4801 Southwest Pkwy
Building Two, Suite 100
Austin, Texas 78735
TX. Firm No. 10064300

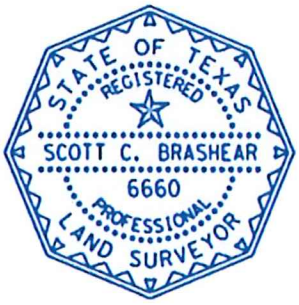
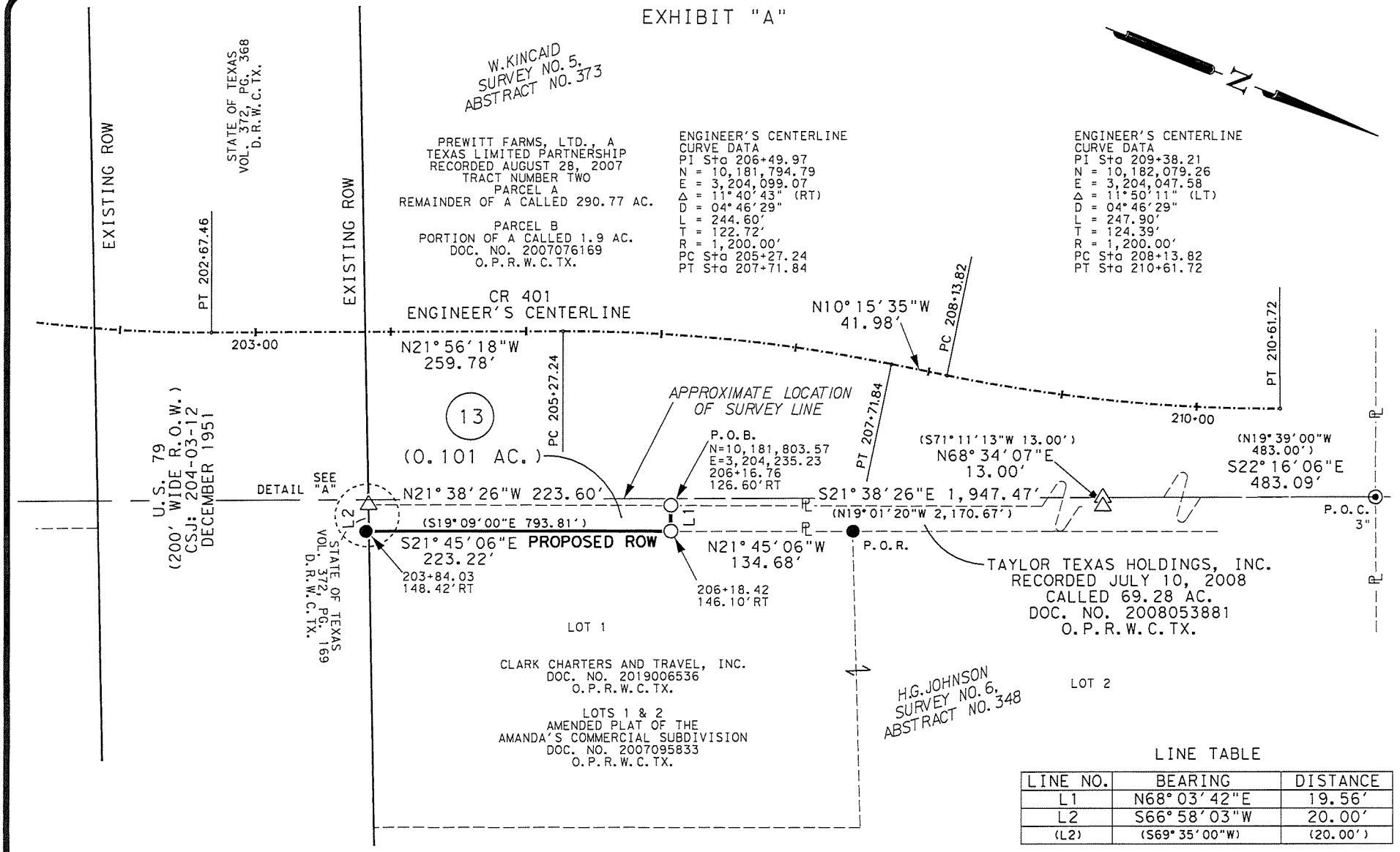


EXHIBIT "A"



LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	N68°03'42"E	19.56'
L2	S66°58'03"W	20.00'
(L2)	(S69°35'00"W)	(20.00')

REF. FIELD NOTE NO. 49115

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100 0 50 100

GRAPHIC SCALE
SCALE: 1" = 100'
WILLIAMSON COUNTY, TEXAS

EXISTING	69.280 AC.	ACQUIRE	0.101 AC.	REMAINING	69.179 AC. RIGHT

SAM™
4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
TAYLOR TEXAS HOLDINGS, INC.
PARCEL 13
0.101 AC. (4,418 SQ. FT.)

EXHIBIT "A"

SCHEDULE B:

THIS SURVEY HEREON WAS PREPARED IN CONJUCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. GT2200560, ISSUED BY TEXAS TITLE INSURANCE COMPANY, EFFECTIVE DATE FEBRUARY 28, 2022, AND ISSUED DATE FEBRUARY 7, 2022.

10. THE FOLLOWING MATTERS AND ALL TERMS OF THE DOCUMENTS CREATING OR OFFERING EVIDENCE OF THE MAFLERS (WE MUST INSERT MATTERS OR DELETE THIS EXCEPTION.):

A. EASEMENT DATED JULY 23, 1941, GRANTED BY ADOLF SCHOENROCK AND WIFE, MARTHA SCHOENROCK TO TEXAS POWER & LIGHT COMPANY, RECORDED IN VOLUME 308, PAGE 438, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (DOES NOT AFFECT)

B. EASEMENT DATED AUGUST 26, 1946, GRANTED BY MRS. MARTHA SCHOENROCK TO TEXAS POWER & LIGHT COMPANY, RECORDED IN VOLUME 337, PAGE 355, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (UNABLE TO DETERMINE LOCATION, MAY AFFECT)

C. LEASE FOR COAL, LIGNITE, OIL, GAS OR OTHER MINERALS, TOGETHER WITH RIGHTS INCIDENT THERETO, DATED MARCH 17, 1948, BY AND BETWEEN MARTHA SCHOENROCK, A WIDOW, AND HENRY SCHOENROCK AND WIFE, MARY SCHOENROCK, AS LESSOR AND RALPH ARNOLD, AS LESSEE, RECORDED ON MAY 12, 1948, IN VOLUME 348, PAGE 617, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. REFERENCE TO WHICH INSTRUMENT IS HERE MADE FOR PARTICULARS. NO FURTHER SEARCH OF TITLE HAS BEEN MADE AS TO THE INTEREST(S) EVIDENCED BY THIS INSTRUMENT, AND THE COMPANY MAKES NO REPRESENTATIONS AS TO THE OWNERSHIP OR HOLDER OF SUCH INTEREST(S). (DOES NOT AFFECT)

D. EASEMENT AGREEMENT DATED AUGUST 4, 2011, EXECUTED BY TAYLOR TEXAS HOLDINGS, INC. TO THE CITY OF TAYLOR, TEXAS, RECORDED UNDER DOCUMENT NO. 2011057118, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (DOES NOT AFFECT)

E. THIS POLICY DOES NOT INSURE TITLE TO ANY MOBILE HOME WHICH MAY BE LOCATED ON SUBJECT PROPERTY.

F. ANY PORTION OF THE HEREIN DESCRIBED PROPERTY WHICH LIES WITHIN THE BOUNDARIES OF A ROAD OR ROADWAY.

G. ALL LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF COAL, LIGNITE, OIL, GAS OR OTHER MINERALS, TOGETHER WITH ALL RIGHTS, PRIVILEGES, AND IMMUNITIES RELATING THERETO, APPEARING IN THE PUBLIC RECORDS WHETHER LISTED IN SCHEDULE B OR NOT. THERE MAY BE LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF MINERALS THAT ARE NOT LISTED.

H. ALL VISIBLE AND APPARENT EASEMENTS AND ALL UNDERGROUND EASEMENTS, THE EXISTENCE OF WHICH MAY ARISE BY UNRECORDED GRANT OR BY USE. (OWNER'S TITLE POLICY ONLY)

I. RIGHTS OF PARTIES IN POSSESSION. (OWNER'S TITLE POLICY ONLY)

J. "ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION, OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE SURVEY OF THE LAND." (NOTE: UPON RECEIPT OF A SURVEY ACCEPTABLE TO COMPANY, THIS EXCEPTION WILL BE DELETED. COMPANY RESERVES THE RIGHT TO ADD ADDITIONAL EXCEPTIONS PER ITS EXAMINATION OF SAID SURVEY)

REF. FIELD NOTE NO. 49115
FILE:\\saminc\AUS\PROJECTS\1020058261B\100\Survey\03Exhibits\13\PLAT\00\P-13.dgn

EXISTING	69.280 AC.	ACQUIRE	0.101 AC.	REMAINING	69.179 AC. RIGHT

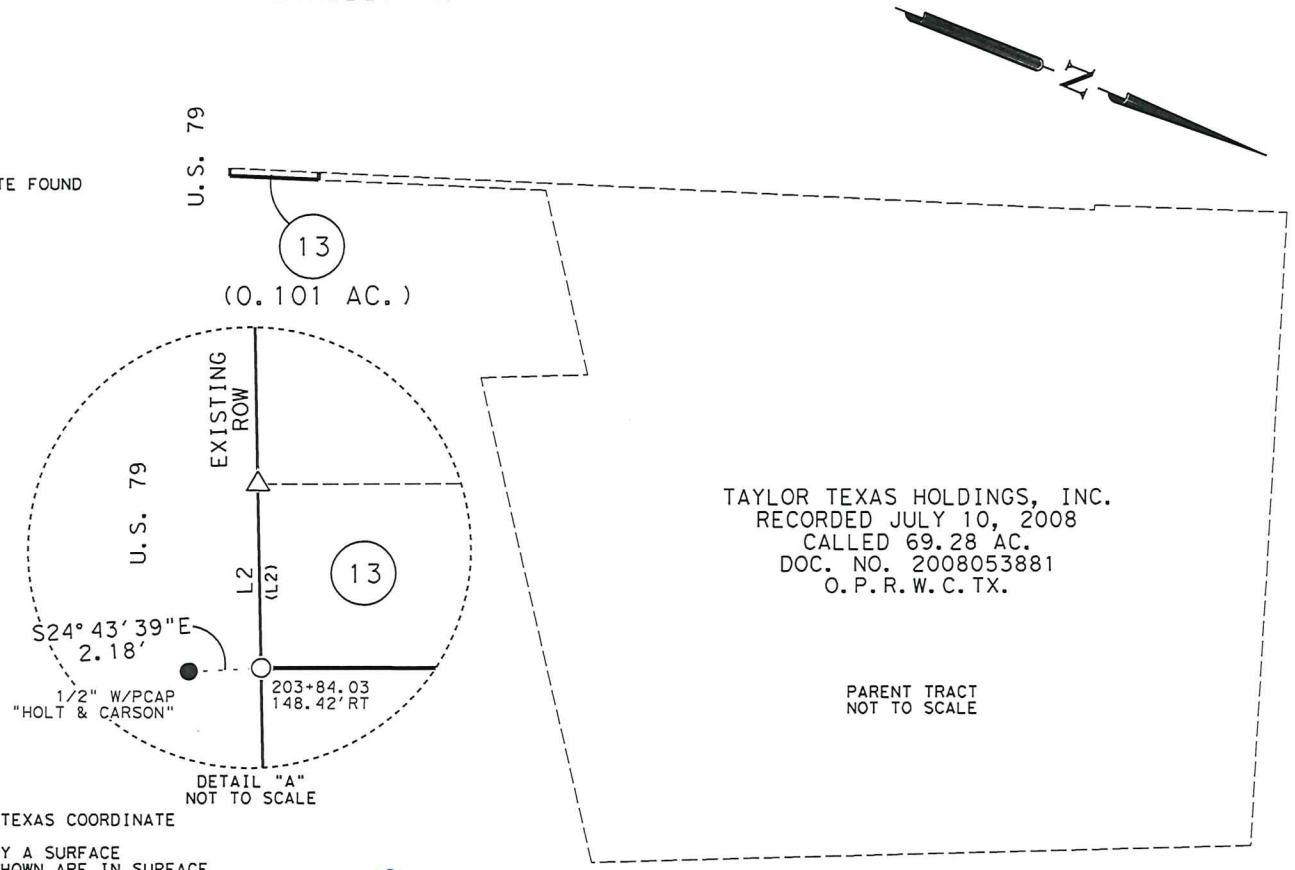
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Fax: (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
TAYLOR TEXAS HOLDINGS, INC.
PARCEL 13
0.101 AC. (4,418 SQ. FT.)

LEGEND

○	5/8" IRON ROD SET WITH ALUMINUM CAP STAMPED "WILLIAMSON COUNTY"
●	1/2" IRON ROD FOUND UNLESS NOTED
⬡	FENCE POST (TYPE NOTED)
■	TYPE I CONCRETE MONUMENT FOUND
⊡	TXDOT TYPE II BRONZE DISK IN CONCRETE FOUND
⊙	1/2" IRON PIPE FOUND UNLESS NOTED
▲	80D NAIL FOUND
⊕	MAGNAIL FOUND
◎	SPINDLE FOUND
✖	RAILROAD TIE
△	CALCULATED POINT
℄	PROPERTY LINE
( )	RECORD INFORMATION
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCING
P.O.R.	POINT OF REFERENCE
N.T.S.	NOT TO SCALE
D.R.W.C.TX.	DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
O.R.W.C.TX.	OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.TX.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
—/——	DISTANCE NOT TO SCALE
——/—	DEED LINE (COMMON OWNERSHIP)

EXHIBIT "A"



NOTES:

1. ALL BEARINGS SHOWN ARE BASED ON NAD83/2011/NAVD88 TEXAS COORDINATE SYSTEM, CENTRAL ZONE. ALL DISTANCES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A SURFACE ADJUSTMENT FACTOR OF 1.00012352. ALL COORDINATES SHOWN ARE IN SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY THE SAME FACTOR. PROJECT UNITS ARE IN U.S. SURVEY FEET.
2. THIS SURVEY WAS COMPLETED WITH THE BENEFIT OF TITLE REPORT, PROVIDED BY TEXAS TITLE INSURANCE COMPANY, GF NO. GT2200560, EFFECTIVE DATE FEBRUARY 28, 2022, AND ISSUED DATE FEBRUARY 7, 2022. THERE MAY BE EASEMENTS OR OTHER MATTERS, RECORDED OR UNRECORDED, THAT ARE NOT SHOWN.
3. C.R. 401 ENGINEER'S CENTERLINE ALIGNMENT DERIVED FROM HNTB. SCHEMATIC RECEIVED BY SAM, LLC. IN MAY, 2021.
4. THIS PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.

* AREA CALCULATED BY SAM, LLC.

STATE OF TEXAS
REGISTERED
SCOTT C. BRASHEAR
6660
PROFESSIONAL
LAND SURVEYOR

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION AND THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Scott C. Brashear

SCOTT C. BRASHEAR
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6660, STATE OF TEXAS

03/24/2022

DATE

REF. FIELD NOTE NO. 49115
FILE:\\saminc\AUS\PROJECTS\1020058261B\100\Survey\03Exhibits\13\PLAT\00\P-13.dgn

EXISTING	69.280 AC.	ACQUIRE	0.101 AC.	REMAINING	69.179 AC. RIGHT

SAM™
4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
TAYLOR TEXAS HOLDINGS, INC.
PARCEL 13
0.101 AC. (4,418 SQ. FT.)

Exhibit "A"

Parcel 13

DEED
County Road 401/404 Right of Way

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:

That **TAYLOR TEXAS HOLDINGS, INC.** not joined by my spouse as the Property conveyed herein is my sole and separate property and forms no part of my homestead either owned or occupied, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto WILLIAMSON COUNTY, TEXAS, all that certain tract or parcel of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows (the "Property"):

> All of that certain 0.101-acre (4,418 sq. ft.) tract of land out of the H.G. Johnson. SURVEY NO. 6, ABSTRACT NO. 348 Williamson County, Texas; said tract being more particularly described by metes and bounds in Exhibit "A" to be attached.
> **(Parcel 13)**

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the Property, to wit: NONE

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record;

Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show;

Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County, Texas or its successors or assigns, or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of CR 401/CR 404.

TO HAVE AND TO HOLD the property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Williamson County, Texas and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Williamson County, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This deed is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 2022.

[signature pages follow]

GRANTOR:

TAYLOR TEXAS HOLDINGS, INC.

By: _____

Name: _____

Title: _____

Date: _____

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2022 by _____, in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

Sheets & Crossfield, P.L.L.C.
309 East Main
Round Rock, Texas 78664

GRANTEE'S MAILING ADDRESS:

Williamson County, Texas
Attn: County Auditor
710 Main Street, Suite 101
Georgetown, Texas 78626

AFTER RECORDING RETURN TO:

Commissioners Court - Regular Session **83.**

Meeting Date: 09/13/2022

Encroachment Agreement with WCID

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 authorizing the county judge to execute an Encroachment Agreement with the Upper Brushy Creek Water Control and Improvement District to construct, operate and maintain improvements to an existing roadway, “Sam Bass Road,” to include curb and gutter, pavement, bridge, storm sewer trunkline, storm sewer inlets / outfall, shared use path, driveway replacement, roadway sign and fencing, and the required abandonment of the existing conflicting fencing, and additional related activities (collectively the “Improvements”), including long-term operation and maintenance within portions of the designated Dam #13 Structure Easement Area. Funding Source: Road Bonds P462

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/08/2022 09:15 AM
Form Started By: Charlie Crossfield		Started On: 08/31/2022 02:47 PM
Final Approval Date: 09/08/2022		

ENCROACHMENT AGREEMENT

The UPPER BRUSHY CREEK WATER CONTROL AND IMPROVEMENT DISTRICT ("District") shall authorize WILLIAMSON COUNTY, TEXAS ("County"), to construct, operate and maintain improvements to an existing roadway, "Sam Bass Road," to include curb and gutter, pavement, bridge, storm sewer trunkline, storm sewer inlets / outfall, shared use path, driveway replacement, roadway sign and fencing, and the required abandonment of the existing conflicting fencing, and additional related activities (collectively the "Improvements"), including long-term operation and maintenance within portions of the designated Dam #13 Structure Easement Area ("Structure Easement Area"), conditioned upon the following:

1. The Improvements as described in this agreement shall be located as shown on Exhibit "A," attached hereto and incorporated herein by reference for all purposes. No other improvements shall be installed within the Structure Easement Area as identified in Exhibit "A," without permission from District.

2. Upon completion and acceptance of the Improvements by County, County shall maintain the Improvements at all times according to standard County Road & Bridge policies, making necessary repairs immediately to avoid damage to the Dam #13 structure or spillways and continue proper operation of the Improvement facilities as designed within the Structure Easement Area. County shall not be required or responsible to maintain any replacement fencing, gate, and driveway portions of the Improvements which are to be constructed as part of Sam Bass Road, and upon completion of initial construction all ownership and maintenance obligations are automatically transferred to the District or the underlying property owner. Should County fail to make the needed repairs or substantial progress to District's satisfaction towards the repairs within

thirty (30) days of receiving written notice from District, District may, at its option, commence any and all necessary repairs, but shall not otherwise be allowed to remove any public use Improvements without agreement from County. County shall be responsible for all reasonable costs directly related to the repair. In emergency situations which directly impact the structural integrity or safe operation of the Dam #13 structure or spillways, District may commence necessary repairs, and County shall be responsible for all reasonable costs directly related to said emergency repairs.

3. County shall make reasonable efforts to give District not less than thirty (30) days written notice prior to commencement of any operations by County for the construction, maintenance, alteration, replacement, repair or removal of the Improvements, except in cases of actual emergency. In the case of an actual emergency, County shall make reasonable efforts to provide District with immediate written notice, along with a full description of the emergency and the action to be undertaken by County and confirming that the action meets the current standards of Texas Commission on Environmental Quality ("TCEQ") Dam Safety at the time of the proposed action.

4. County shall pay District for any damage to District's Dam #13 structure or spillways which may arise as a direct and proximate result of any design, construction operation or maintenance of County's Improvements contemplated herein, and to the extent allowed by law County shall further be responsible for any injury or death to any person or persons or damage or destruction of any property, caused as a proximate result of the construction, use, operation, replacement, repair or removal of the Improvements; provided, however, County shall not be liable for any such injury, death, destruction or damage to the extent caused by the negligence or willful misconduct of District. County shall pay all damages due to District within ninety (90) days after

receiving notice of any incident which requires the payment of damages hereunder, subject to additional time for factual investigation as reasonably requested by County.

5. District acknowledges that County may access any portion of the Structure Easement Area which lies within the proposed Roadway Easement or existing public right of way as shown on Exhibit "A" and final design plans per Condition 8 below, and no access to or other construction of the Improvements shall extend beyond the Roadway Easement or existing public right of way without advance approval from District. County shall not drive motorized vehicles on the slopes of the dam or spillway embankments. County shall not store materials or equipment of any kind on the slopes of the dam embankments. At all times during initial construction of the Improvements, County shall keep all replacement fencing, gate and driveway areas phased to maintain current access control level in these areas, including locking after each use.

6. To the extent allowed by law, County shall indemnify, defend, save, protect and hold District and its officers, directors, employees, and agents, harmless from and against any and all claims, liabilities, losses, damages, demands, lawsuits, causes of action, including but not limited to claims for personal injuries, death, damages to property, and all other claims or demands and costs and expenses (including attorney's fees, costs of litigation and/or investigation or other costs associated therewith) resulting from County's exercise of the rights granted hereunder.

7. County shall comply with all applicable Federal and State safety and environmental laws, rules, and regulations.

8. Before construction, County shall coordinate the following:

a. Ensure that the final design plans and specifications for the Improvements within the Structure Easement Area are submitted by a Texas Licensed Professional

Engineer for review and acceptance by District and its consultant(s). Final design plans shall:

i. Replace existing driveway with a concrete driveway with no substantial increases in width (existing driveway is approximately twelve (12) feet in width and proposed driveway shall not exceed twelve (12) feet in width, and maintain existing clearance to gate (approximately thirty-one (31) feet from the edge of pavement);

ii. Shift the proposed driveway north of the existing driveway location in order to get past the end of the Dam #13 structure (approximate driveway centerline Sta 259+23);

iii. Ensure existing District fencing near the toe of the Dam #13 embankments shall remain in place, unless specifically shown on Exhibit "A"; and

iv. Reference the proposed Roadway Easement to be acquired from the City of Round Rock, Texas. No fee ownership or other property rights shall be acquired by the County from the City of Round Rock within the District's Structure Easement Area that would allow for the installation of other utilities without permit or notice.

b. Coordinate and receive acceptance from District on the Dam #13 Stability Analysis prepared by Freese and Nichols for impacts of the Improvements.

c. Coordinate submittal and receive approval (or concurrence) from TCEQ Dam Safety Division on the Dam #13 Stability Analysis prepared by Freese & Nichols for impacts of the improvements.

d. Ensure County's contractor responsible for the construction of the Improvements is acquired using all standard County Roadway Construction Contract procurement and selection criteria for similar roadway projects.

9. Final permitting from District for the encroachment of the Improvements shall be contingent on District's acceptance and TCEQ Dam Safety's approval/concurrence on the Dam #13 Stability Analysis prepared by Freese and Nichols.

10. During County's construction of the Improvements, County agrees to the following:

a. Prior to the commencement of work within District's Structure Easement Area, County, or County's designated representative, shall coordinate with District and District's consultant(s) to include review and acceptance of the proposed schedule, access plans, and other items related to the Improvements within the Structure Easement Area.

b. County's contractor shall promptly proceed with construction of the Improvements and diligently complete all activities within District's Structure Easement Area, including the revegetation of the Structure Easement Area as required by the terms of the Improvements construction contract with County.

c. County, or alternately the County's designated representative, shall coordinate the timing of the existing driveway closure and removal with District. County shall not close the existing driveway prior to completed construction of the new proposed driveway.

d. County agrees that modification to any existing fencing or gates shall be completed as shown on Exhibit "A" and final design plans per Condition 8 above.

e. All County's contractors, including but not limited to construction contractor, subcontractors, inspectors, engineers, surveyors, materials testing laboratories shall not access the Dam #13 crest road or embankment slopes at any time, including for the storage of materials, equipment, or spoils.

f. All changes to the design or field modifications within District's Structure Easement Area must be approved by District prior to County commencing work.

g. Commencing upon notice to proceed for construction of Improvements, County shall submit on the 1st of each month to District a monthly progress report of construction activities completed within the Structure Easement Area during the previous month and anticipated in the current month. Said monthly progress reports shall continue until all Improvements within the Structure Easement Area are completed, including establishment of revegetation.

h. Upon final completion of the Improvements, County's contractor and design engineer shall coordinate to produce "as built" drawings to District. Any post construction surveying activity must be agreed to between County and District in advance.

11. Additional Encroachments. Any additional proposed encroachment by County not specifically set forth herein and in the attached Exhibit "A" and final design plans per Condition 8 above must be submitted to District for review and approval.

12. Offset. The parties agree that County's customary charge of fees for a change in driveway material and District's typical fee for encroachment permitting are offsetting, and no monies shall be due to either party pursuant to this Agreement.

13. Governmental Immunity. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to either party to this Agreement. Neither party waives, modifies or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas.

14. Appropriations. Notwithstanding any provision contained herein, any financial obligations of the parties contained herein are subject to and contingent upon appropriations by the Williamson County Commissioners' Court or District Board of Directors of such funds or other revenues being available, received and appropriated by the parties in amounts sufficient to satisfy said obligations. In no event shall this instrument be construed to be a debt of either party.

[Signatures on the following page.]

WILLIAMSON COUNTY, TEXAS

BY: _____
Bill Gravell Jr., County Judge

DATED: _____

ATTEST:

BY: _____
Nancy Rister, County Clerk

UPPER BRUSHY CREEK
WATER CONTROL AND IMPROVEMENT DISTRICT

BY: _____
Alysha Girard, General Manager

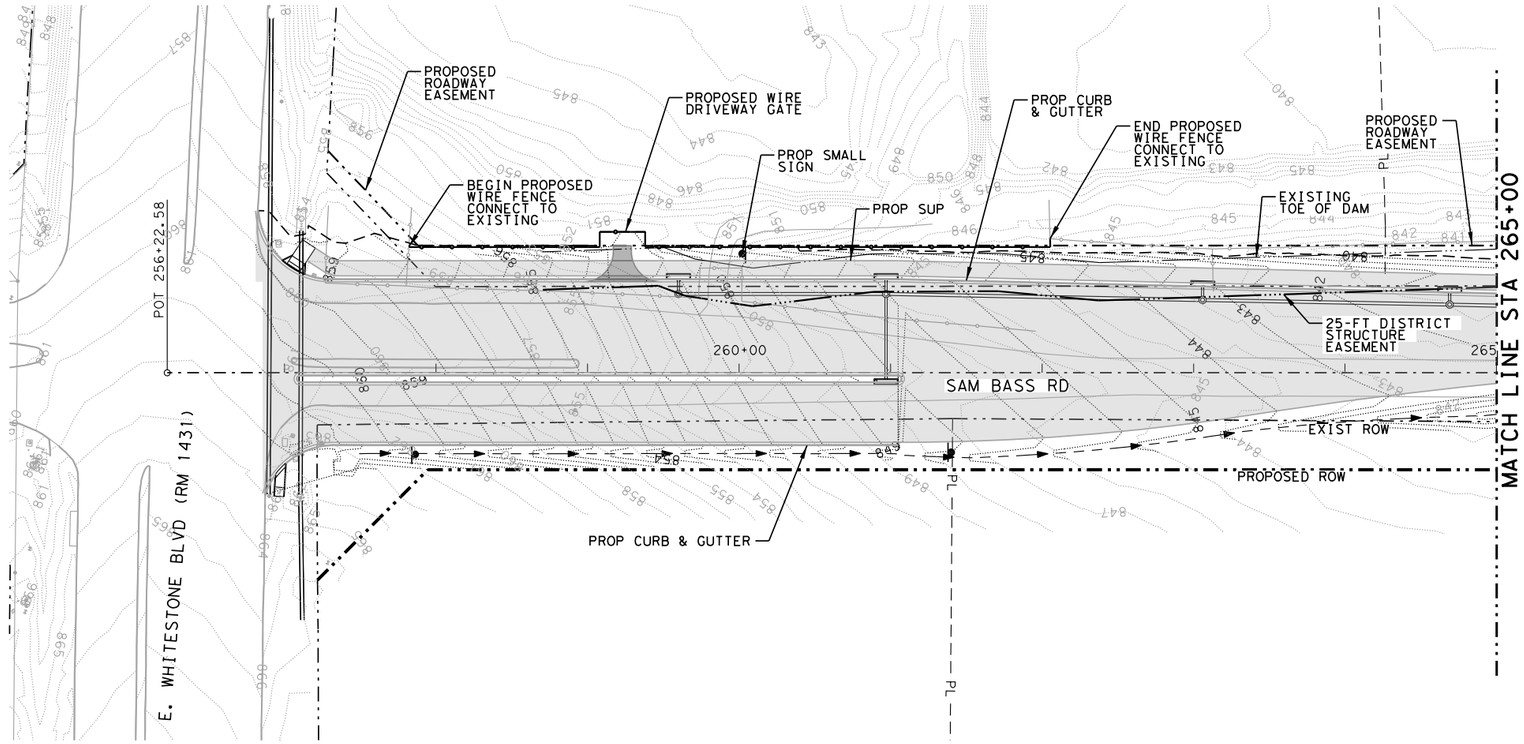
DATED: 29 AUG 2022

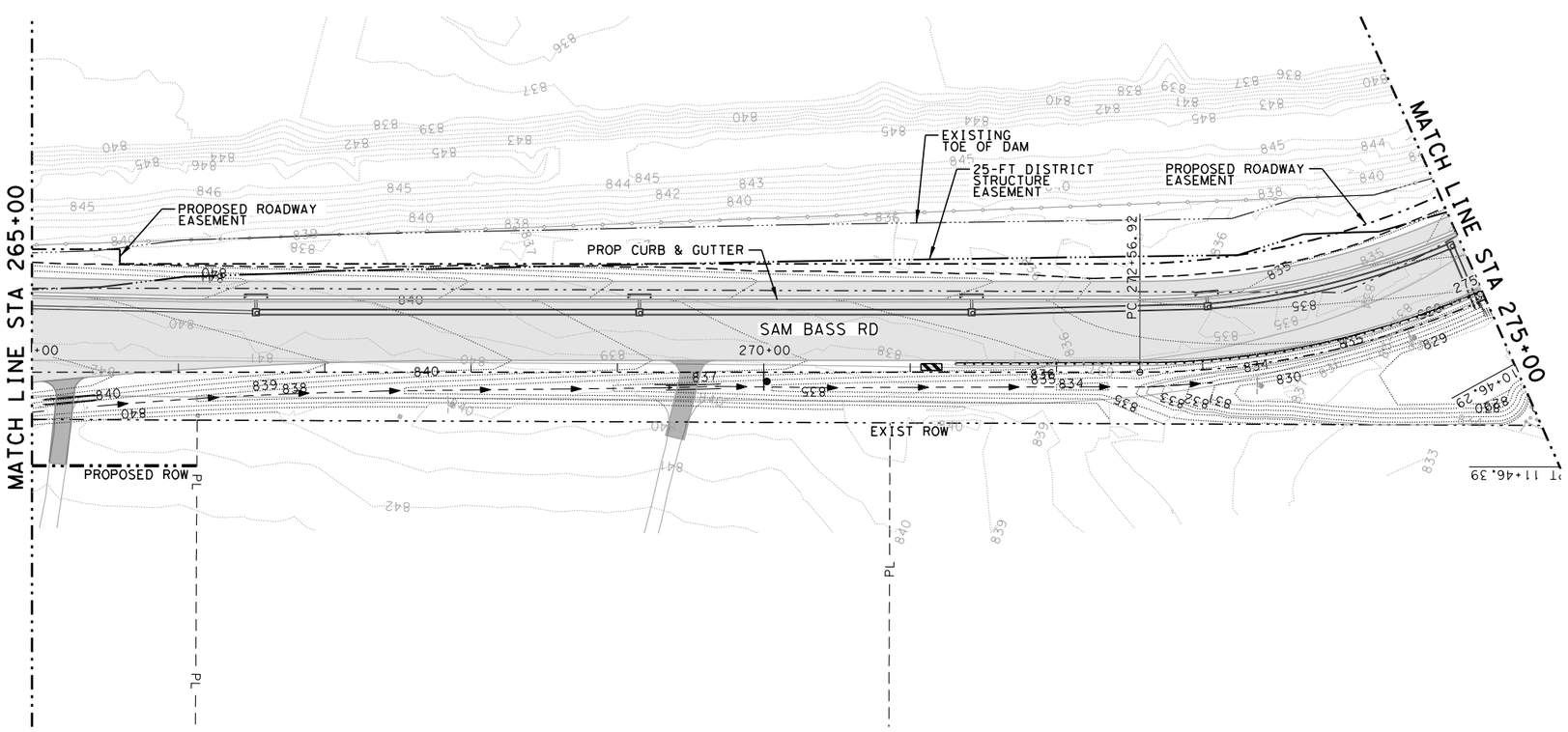
ATTEST:

BY: _____
Lisa Moravitz, District Clerk

EXHIBIT "A"

LOCATION OF IMPROVEMENTS WITHIN STRUCTURE EASEMENT AREA OF DAM #13





0 50 100

LEGEND

- PROPOSED R.O.W.
- PROPOSED ROADWAY EASEMENT
- GRADING & RE-VEGETATION LIMITS
- DAM 25' STRUCTURE EASEMENT
- DAM EXISTING TOE OF EMBANKMENT
- EXIST 1' CONTOUR
- PROP 1' CONTOUR
- PROP DITCH
- EXISTING FENCE
- PROPOSED FENCE
- PROPOSED ROADWAY & SUP
- PROPOSED SIGN

REV. NO.	BY	DATE	REVISION DESCRIPTION

STATE OF TEXAS
DANIEL J. CRYAN
127112
LICENSED PROFESSIONAL ENGINEER
8/10/2022

K FRIESE & ASSOCIATES, INC.
1120 S. CAPITAL OF TEXAS HWY, II-100, AUSTIN, TX 78746

WILLIAMSON COUNTY
SAM BASS ROAD

UBCWCID STRUCTURE EASEMENT LAYOUTS
BEGIN TO STA 275+00

X:\Projects\0652_Williamson_County_Corridor_H_PS&E\DGN\Sheets\UBCWCID\0652ShtUBCWCID01.dgn

K·FRIESE + ASSOCIATES
PUBLIC PROJECT ENGINEERING
(FIRM # 6535)

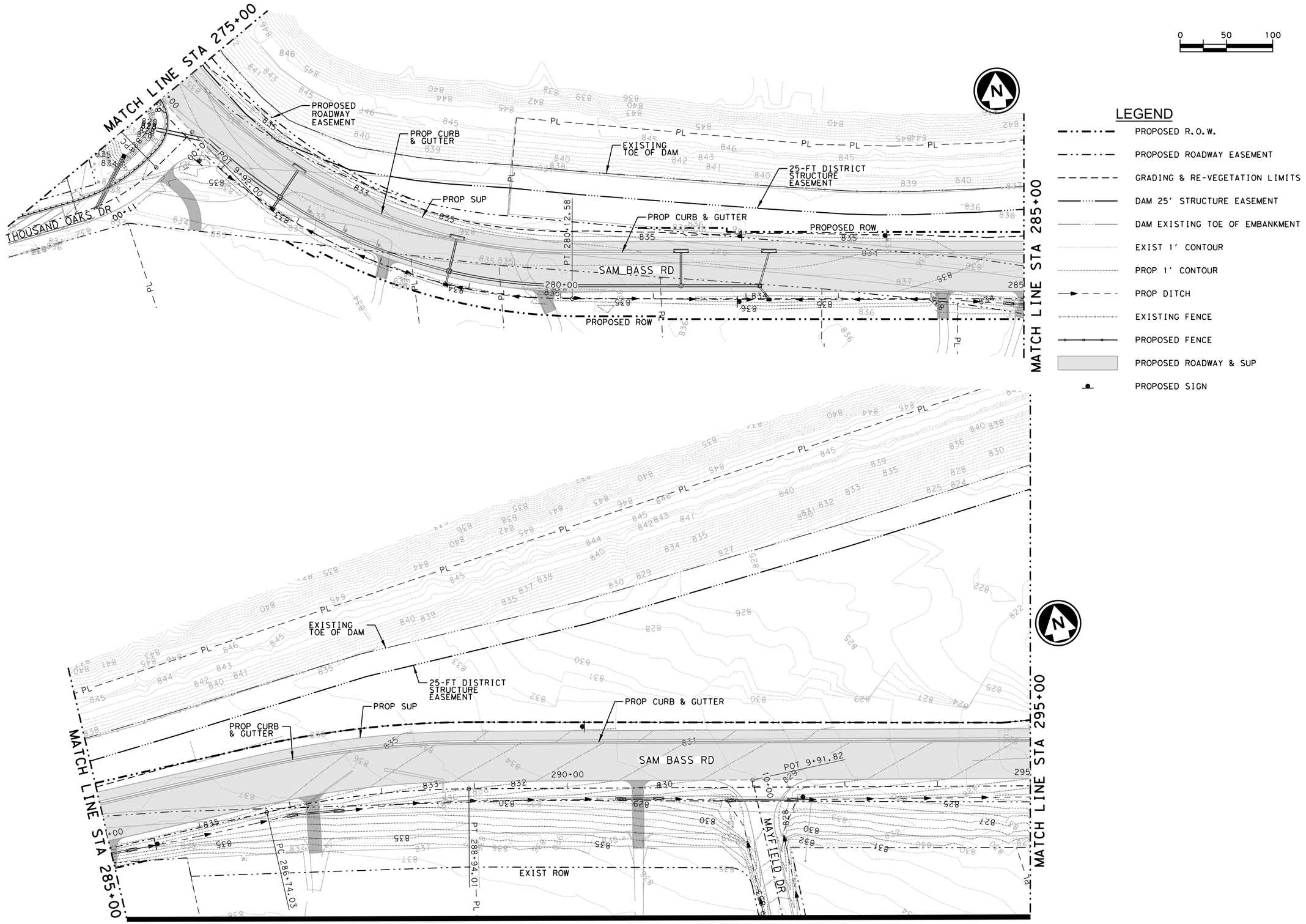
WILLIAMSON COUNTY 1848

WILLIAMSON COUNTY

SHEET 1 OF 3

SCALE	1"=100'
DATE	8/10/2022
SHEET NUMBER	408 OF 525

8/10/2022 10:47:58 AM



REV. NO.	BY	DATE	REVISION DESCRIPTION

STATE OF TEXAS
DANIEL J. CRYAN
127112
LICENSED PROFESSIONAL ENGINEER
8/10/2022

K FRIESE & ASSOCIATES, INC.
1120 S. CAPITAL OF TEXAS HWY, II-100, AUSTIN, TX 78746

WILLIAMSON COUNTY
SAM BASS ROAD

UBCWCID STRUCTURE EASEMENT LAYOUTS
STA 275+00 TO 295+00

K·FRIESE + ASSOCIATES
PUBLIC PROJECT ENGINEERING
(FIRM # 6535)

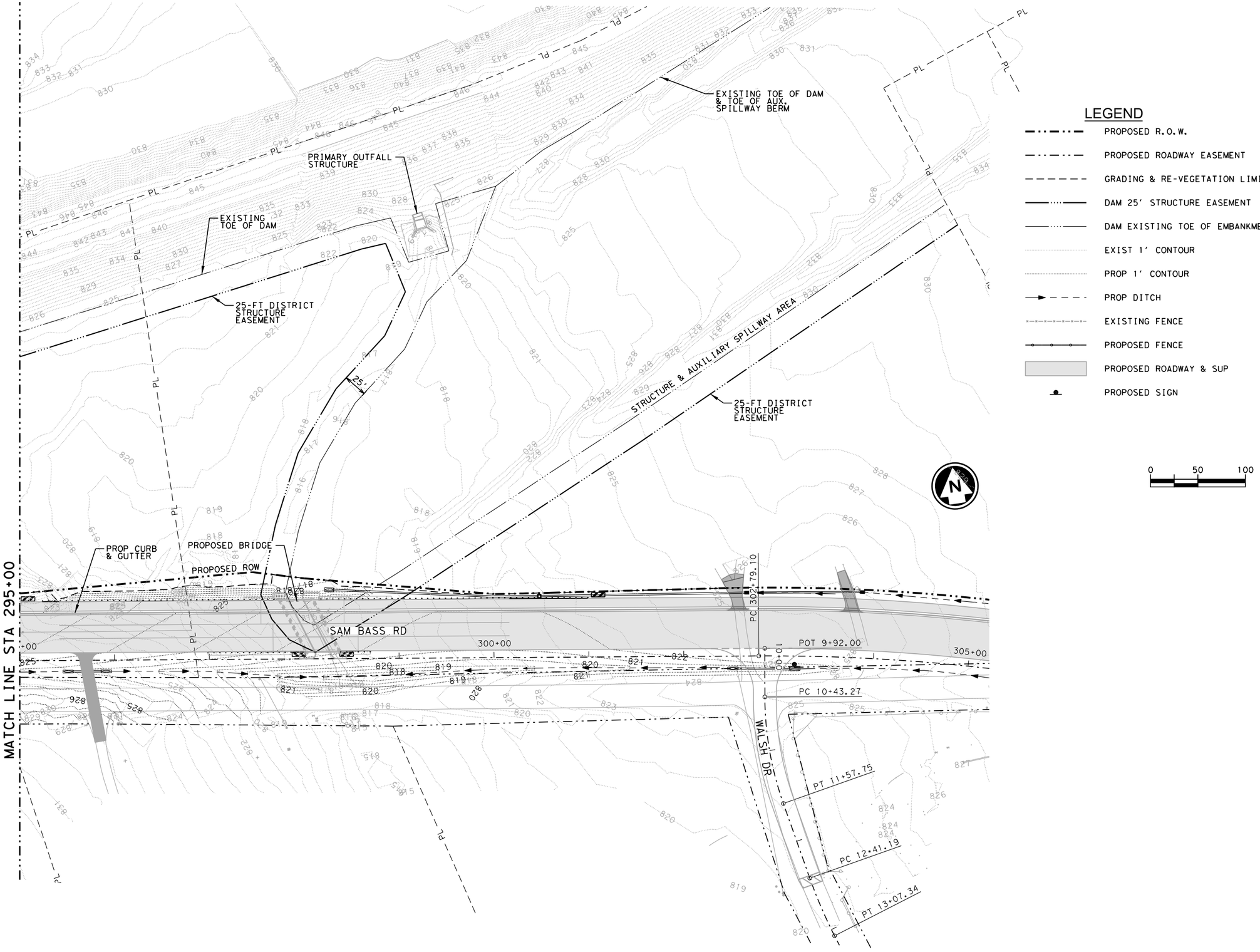
WILLIAMSON COUNTY 1848

WILLIAMSON COUNTY

	SHEET 2 OF 3
SCALE	1"=100'
DATE	8/10/2022
SHEET NUMBER	409 OF 525

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8/10/2022 10:48:05 AM



REV. NO.	BY	DATE	REVISION DESCRIPTION

STATE OF TEXAS
DANIEL J. CRYAN
127112
LICENSED PROFESSIONAL ENGINEER
8/10/2022

K FRIESE & ASSOCIATES, INC.
1120 S. CAPITAL OF TEXAS HWY, II-100, AUSTIN, TX 78746

WILLIAMSON COUNTY
SAM BASS ROAD

UBCWCID STRUCTURE EASEMENT LAYOUTS
STA 295+00 TO 315+00

K·FRIESE + ASSOCIATES
PUBLIC PROJECT ENGINEERING
(FIRM # 6535)

WILLIAMSON COUNTY 1848

WILLIAMSON COUNTY

SHEET 3 OF 3

SCALE	1"=100'
DATE	8/10/2022
SHEET NUMBER	410 OF 525

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8/10/2022 10:48:11 AM

Commissioners Court - Regular Session **84.**

Meeting Date: 09/13/2022

CR 401 Jonah Letter Agreement and PUA's

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 authorizing the county Judge to execute two Amended Possession and Use Agreements for transportation purposes and a letter agreement with Prewitt Farms, Ltd. and Zizinia Williamson County, Ltd. for 1.097 acres and 6.554 acres of right of way and 0.015 acres for a Jonah Waterline Easement needed on the CR 401 project (Parcels1 & 2). Funding Source: Road Bonds P390c

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Agreement

PUA

PUA

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/08/2022 09:14 AM
Form Started By: Charlie Crossfield		Started On: 09/07/2022 02:15 PM
Final Approval Date: 09/08/2022		

Sheets & Crossfield, PLLC

ATTORNEYS AT LAW

309 East Main Street • Round Rock, TX 78664-5246

Phone 512-738-8725 (D) • fax 512-255-8986

don@scrrlaw.com

August 18, 2022

Via e-mail laurent@barronadler.com
Nick Laurent
Barron Adler Clough & Oddo
808 Nueces Street
Austin, Texas 78701

Re: Williamson County/Jonah SUD—CR401 waterline easement

Dear Nick:

Please allow this letter to set out my understanding regarding our Agreement for the acquisition of a permanent water line easement to Williamson County/Jonah Water SUD ("County") in and across portions of the property owned by Prewitt Farms, Ltd., and Zizinia Williamson County, Ltd. ("Owner") as part of the County's proposed CR 401 roadway improvements and utility conflict adjustments ("Project").

By execution of this letter the parties agree as follows:

1. In return for Owner's delivery to County of a fully executed and acknowledged water line easement ("Easement") in and to a 0.015 acre of land, such rights to be granted in the form as set out in Exhibit "A" attached hereto and incorporated herein, County shall pay Owner the sum of **$1,000.00** in cash or other good funds ("Purchase Price").

2. If requested by County, the Closing and completion of this transaction shall take place at Longhorn Title Company ("Title Company") within thirty (30) days after full execution of this Agreement, or at other date and time agreed to between the parties.

Upon request Owner shall provide reasonable assistance, at no cost to Owner, to cause the Title Company to issue a policy of title insurance, with standard printed exceptions, to County in completion of this transaction. County shall be responsible for all fees and costs associated with this transaction, except that each party shall be responsible for any attorney's fees they incur. Owner shall assist County and Title Company with any curative measures or mortgage lien joinder, consent or subordination required as a condition of the Closing.

Upon completion of the full execution of this Agreement by all parties, County, its agents and contractors shall be permitted at any time after to enter and possess the Easement property prior to Closing for the purpose of completing any and all necessary construction activities associated with the proposed waterline facility improvement construction Project of County.

To the extent allowed by law County, its agents and contractors agree to release, indemnify and otherwise hold Owner harmless from any damages or other losses to owner or any third party resulting from any acts or omissions performed under the limited right of possession herein. The parties further agree to continue to use diligence in assisting with any title curative or lienholder consent measures required by this Agreement to expeditiously complete the Closing of the purchase transaction.

3. This Agreement is being made, and the Easement is being delivered, in lieu of condemnation.

If this meets with your understanding, please execute this letter where indicated and return it to me, and we will have this approved and signed by the County and process this for payment and Closing as quickly as possible.

Please feel free to contact me at any time if you have any questions or concerns about these issues.

Very truly yours,

Don Childs

Don Childs
Sheets & Crossfield, PLLC

[signature pages follow]

AGREED:

PREWITT FARMS, LTD., a Texas limited partnership

By: Edith Renée Prewitt, Trustee, General Partner

Name: Edith Renée Prewitt

Its: Trustee, General Partner

Date: 8/30/22

ZIZINIA WILLIAMSON COUNTY, LTD., a Texas limited partnership

By:_____

Name:_____

Its:_____

Date:_____

AGREED:

PREWITT FARMS, LTD., a Texas limited partnership

By:_____

Name:_____

Its:_____

Date:_____

ZIZINIA WILLIAMSON COUNTY, LTD., a Texas limited partnership

By:_____

Name: ANDREW A. ZIZINIA III

Its: MANAGER

Date: 8/23/22

ACCEPTED AND AGREED:

WILLIAMSON COUNTY, TEXAS

By:_____
Bill Gravell, Jr.
County Judge

Date:_____

EXHIBIT “A” FORM OF EASEMENT FOLLOWS

WATER LINE EASEMENT

THE STATE OF TEXAS §
§ KNOW ALL BY THESE PRESENTS:
COUNTY OF WILLIAMSON §

THAT **PREWITT FARMS, LTD., a Texas Limited Partnership and ZIZINIA WILLIAMSON COUNTY, LTD., a Texas Limited Partnership** (collectively, "Grantor"), for and in consideration of the sum of Ten and No/100 Dollars ($10.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has GRANTED, SOLD, AND CONVEYED and by these presents does GRANT, SELL, AND CONVEY unto **JONAH WATER SPECIAL UTILITY DISTRICT** (the "District"), its successors and assigns, a permanent and perpetual easement and right-of-way (the "Easement") for the purpose of laying, constructing, installing, maintaining, repairing, relocating, replacing, removing, upgrading, changing the size of, placing, inspecting, protecting, altering, and operating, in whole or in part, underground water lines and all related facilities, connections, and appurtenances thereto, (the "Facilities"), as the District may from time to time require across, along, under, over, upon, through, and within that certain 0.015 acre tract of land more particularly described by metes and bounds in Exhibit "A" attached hereto and incorporated herein (the "Easement Tract").

The District may lay, construct, install, maintain, repair, relocate, replace, remove, upgrade, change the size of, place, inspect, protect, alter, and operate the Facilities across, along, under, over, upon, through, and within the Easement Tract and shall have access across, along, under, over, upon, through, and within the Easement Tract to engage in all activities as may be necessary, requisite, convenient, desired, or appropriate in connection therewith. The District's rights shall include, without limitation, the right to clear and remove trees, brush, growth, shrubbery, and other obstructions or improvements from the surface and subsurface of the Easement Tract, the right to excavate dirt and other materials within the Easement Tract and to remove and use offsite or otherwise dispose of any such materials, and the right to bring and operate such equipment on the Easement Tract and to install, maintain, and use gates in fences that cross and/or are located on the Easement Tract and/or Grantor's adjacent property as may be necessary, requisite, convenient, desirable, or appropriate to effectuate the purposes for which the Easement is granted. Subject to the rights granted to the District herein, the District will, at all times after doing any work in connection with the Easement, restore the surface of the Easement Tract as nearly as reasonably practicable to substantially its condition prior to the undertaking of such work; provided, however, that the District shall not be obligated to replace or restore any trees, growth, shrubbery, or other improvements or obstructions removed from within the Easement Tract in connection with the construction, installation, repair, maintenance, relocation, replacement, removal, upgrade, change in the size of, operation, placement, inspection, protection, or alteration of the Facilities. The District shall remove, at the District's sole expense, any dirt, earth, or other material excavated from the Easement Tract in connection with the District's construction, operation, or maintenance of the Facilities that is not used by the District in connection with its activities hereunder. The District shall fill, compact, and level any trench opened, and grade and re-seed the surface of the Easement Tract as near as practicable to its original level and contour as when entered upon.

Subject to the limitations herein, Grantor expressly reserves the right to the use and enjoyment of the surface of the Easement Tract for any and all purposes; provided that such use and enjoyment of the surface of the Easement Tract shall not impair, interfere with, obstruct, or restrict the use and enjoyment of the Easement by the District or its successors and assigns for the purposes set forth herein.

Grantor reserves all oil, gas, and other minerals in, on, or under the Easement Tract, but waives all rights to use the surface of the Easement Tract for, and all rights of ingress and egress for, the purpose of exploring, developing, mining, or drilling for the same; provided, however, that nothing herein shall prohibit or in any manner restrict the right of Grantor to extract oil, gas or other minerals from and under the Easement Tract by directional drilling or other means that do not interfere with or disturb the surface of the Easement Tract or the District's use of the Easement for the purposes set forth herein.

This conveyance is further made subject to any and all restrictions, covenants, easements, rights-of-way, encumbrances and mineral or royalty reservations or interests affecting the Easement Tract and appearing of record in the Official Public Records of Williamson County, Texas, to the extent that the same are in effect and validly enforceable against the Easement Tract (the "Permitted Encumbrances"); provided, however, to the extent Grantor has the ability to enforce any of the Permitted Encumbrances, Grantor will not do so in a manner that would unreasonably prejudice or interfere with the District's exercise of its rights in the Easement and use of the Easement Tract for the purposes set forth herein.

Except for the express written terms and provisions set forth in this Water Line Easement, Grantor acknowledges and agrees that neither the District, nor any of its agents or representatives, has made any representations, agreements, inducements, or statements to Grantor to induce Grantor into granting this Easement or executing this Water Line Easement. This Water Line Easement constitutes the entire agreement between Grantor and the District and supersedes any and all prior agreements between the parties, if any, written or oral, with respect to the subject matter hereof. This Water Line Easement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Water Line Easement may not be modified or amended except in writing signed by both parties hereto.

This conveyance is made by Grantor and accepted by the District subject to the following:

a. Visible and apparent easements not appearing of record.

b. Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show.

c. Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Williamson County Official Public Records and that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

d. The Easement is granted by Grantor "AS-IS", "WHERE-IS" and WITH ALL FAULTS. THE DISTRICT ACKNOWLEDGES THAT IT HAS BEEN PROVIDED ADEQUATE ACCESS TO THE EASEMENT TRACT AND TIME TO CONDUCT ITS OWN INSPECTIONS AND THAT NEITHER GRANTOR NOR ANY AGENT OR REPRESENTATIVE OF GRANTOR HAS MADE NOR WILL MAKE ANY REPRESENTATION OR WARRANTY TO THE DISTRICT WITH RESPECT TO THE CONDITION OF THE EASEMENT, THE EASEMENT TRACT, GRANTOR'S REMAINING PROPERTY, OR ACCESS THERETO, WHETHER EXPRESS, STATUTORY, IMPLIED OR OTHERWISE, AND THAT GRANTOR EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTY THAT SUCH EASEMENT OR EASEMENT TRACT ARE OR WILL BE SUITABLE FOR THE DISTRICT'S INTENDED COMMERCIAL PURPOSES.

TO HAVE AND TO HOLD, subject to the matters set forth herein, the Easement, together with, all and singular, the rights and appurtenances thereto in any wise belonging, including all necessary rights to ingress, egress, and regress, unto the District, its successors and assigns, forever. Grantor does hereby bind itself, its successors and assigns to WARRANT AND FOREVER DEFEND, all and singular, the Easement and right-of-way and other rights described herein unto the District, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through, or under Grantor, but not otherwise, subject only to the Permitted Encumbrances.

The covenants and agreements contained herein shall run with the land and shall inure to the benefit of and shall be binding upon Grantor and the District and their respective heirs, executors, administrators, successors, and assigns.

Neither party's waiver of any breach or default of any term, condition, or provision of this Water Line Easement shall be deemed a waiver of any other or subsequent breaches or defaults of any kind, character, or description under any circumstance. No waiver of any breach or default of any term, condition, or provision of this Water Line Easement shall be implied from any action or non-action of either party and any such waiver, to be effective, shall be set out in a written instrument signed by the waiving party.

The individuals signing this Water Line Easement on behalf of Grantor and the District, respectively, each represent that it has the requisite authority to bind the Grantor and the District, respectively.

This Water Line Easement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute one instrument.

[Signature pages follow this page.]

EXECUTED this the 30th day of August, 2022.

GRANTOR:

Prewitt Farms, Ltd., a Texas Limited Partnership

By: Edith Renee Prewitt
Edith Renee Prewitt, General Partner

THE STATE OF ~~TEXAS~~ California §
§
COUNTY OF Santa Barbara §

This instrument was acknowledged before me on this 30th day of August, 2022, by EDITH RENEE PREWITT, on behalf of Prewitt Farms, Ltd.

LORI COLE
Notary Public - California
Santa Barbara County
Commission # 2289458
My Comm. Expires May 20, 2023

Notary Public, State of Texas

EXECUTED this the _____ day of _____, 2022.

GRANTOR:

Prewitt Farms, Ltd., a Texas Limited Partnership

By:_____
Edith Renee Prewitt, General Partner

THE STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this _____ day of _____, 2022, by EDITH RENEE PREWITT, on behalf of Prewitt Farms, Ltd.

_____
Notary Public, State of Texas

GRANTOR:

Zizinia Williamson County, Ltd., a Texas Limited Partnership

By:_____
Andrew A. Zizinia, III., General Partner

THE STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this _____ day of _____, 2022, by ANDREW A. ZIZINIA, III., on behalf of Zizinia Williamson County, Ltd.

_____
Notary Public, State of Texas

AGREED TO AND ACCEPTED this _____ day of _____, 2022, by Jonah Water Special Utility District.

JONAH WATER SPECIAL UTILITY DISTRICT

By:_____

Name: _____

Title: _____

ATTEST:

By:_____

Name: _____

Title:_____

THE STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this _____ day of _____, 2022, by _____, the _____ of JONAH WATER SPECIAL UTILITY DISTRICT, on behalf of said District.

_____
Notary Public, State of Texas

EXHIBIT "A"

County: Williamson
Parcel No.: Easement 1
Highway: C.R. 401/404
Limits: From: FM 973
To: Intersection of US 79

PROPERTY DESCRIPTION FOR EASEMENT 1

DESCRIPTION OF A 0.015 ACRE (669 SQ. FT.) EASEMENT LOCATED IN THE J.C. EAVES SURVEY, ABSTRACT NO. 214, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF A CALLED 290.77 ACRE TRACT OF LAND, DESCRIBED AS TRACT NUMBER TWO, PARCEL A, IN A DEED TO PREWITT FARMS, LTD. A TEXAS LIMITED PARTNERSHIP, RECORDED AUGUST 28, 2007 IN DOCUMENT NO. 2007076169, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.); SAID 0.015 ACRE (669 SQ. FT.) EASEMENT, AS SHOWN ON A PLAT PREPARED BY SAM, LLC, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set on the existing north right-of-way line of C.R. 403, a variable width right-of-way, no record information found, same being the proposed east right-of-way line of C.R. 401, from which a 3/4-inch iron pipe found on the south right-of-way line of the Union Pacific Railroad, a 200 foot wide right-of-way, as depicted on a right-of-way and track map dated June 30, 1917, for the northeast corner of a called 47.634 acre tract of land, described in a deed to Taylor 47 Business, LLC, recorded in Document No. 2021184603, O.P.R.W.C.TX., bears S 51°27'26" E, a distance of 292.28 feet;

THENCE S 73°17'46" W, departing the existing north right-of-way line of said C.R. 403, with the proposed east right-of-way line of said C.R. 401, over and across said remainder of a called 290.77 acre tract, a distance of 205.18 feet to calculated point (Surface Coordinates: N=10,179,838.06, E=3,203,923.59), for the southeast corner and **POINT OF BEGINNING** of the easement described herein;

THENCE continuing with the proposed east right-of-way line of said C.R. 401, over and across said remainder of a called 290.77 acre tract, the following three (3) courses and distances numbered 1-3:

1) S 73°17'46" W, a distance of 20.00 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set, for the southwest corner of the easement described herein,

2) N 46°02'00" W, a distance of 29.39 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set, said point being the beginning of a curve to the right, and

3) With said curve to the right, an arc distance of 16.99 feet, through a delta of 00°57'43", having a radius of 1,012.00 feet, and a chord that bears N 15°58'02" E, a distance of 16.99 feet to a calculated point, for the northwest corner of the easement described herein;

THENCE departing the proposed east right-of-way line of said C.R. 401, over and across said remainder of a called 290.77 acre tract, the following three (3) courses and distances numbered 4-6:

4) S 46°02'00" E, a distance of 28.59 feet to a calculated point,

5) N 73°17'46" E, a distance of 11.22 feet to a calculated point, for the northeast corner of the easement described herein and,

6) S 16°42'14" E, a distance of 15.00 feet to the **POINT OF BEGINNING**, and containing 0.015 acres (669 sq. ft.) of land, more or less.

This property description is accompanied by a separate plat of even date.

Bearing Basis:
All bearings shown are based on the Texas Coordinate System, Central Zone, NAD 83/2011. All distances shown are surface and may be converted to grid by dividing by a Surface Adjustment Factor of 1.00012352. Units: U.S. Survey Feet.

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TRAVIS §

That I, Scott C. Brashear, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on the date shown below.

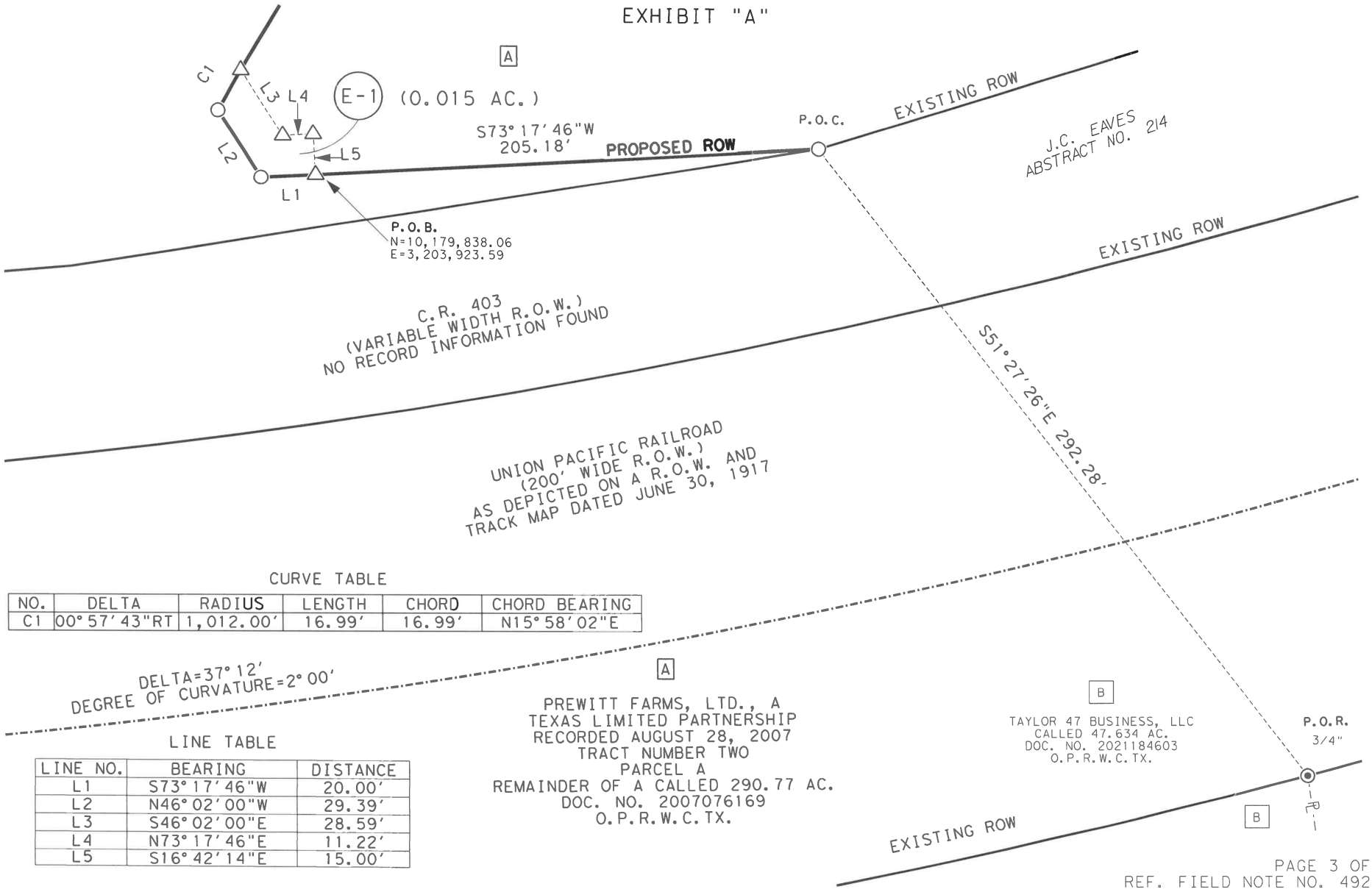
5/24/22

Scott C. Brashear Date
Registered Professional Land Surveyor
No. 6660 – State of Texas

SURVEYING AND MAPPING, LLC
4801 Southwest Pkwy
Building Two, Suite 100
Austin, Texas 78735
TX. Firm No. 10064300



EXHIBIT "A"



CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	00°57'43"RT	1,012.00'	16.99'	16.99'	N15°58'02"E

LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	S73°17'46"W	20.00'
L2	N46°02'00"W	29.39'
L3	S46°02'00"E	28.59'
L4	N73°17'46"E	11.22'
L5	S16°42'14"E	15.00'

REF. FIELD NOTE NO. 49256

50 0 25 50

GRAPHIC SCALE
SCALE: 1" = 50'
WILLIAMSON COUNTY, TEXAS

N

FILE:\\saminc\AUS\PROJECTS\1020058261B\100\Survey\03Exhibits\2\PLAT\02\Jonah\P-Jonah_1.dgn

EXISTING	*45.082 AC.	ACQUIRE	0.000 AC.	REMAINING	45.082 AC. LEFT

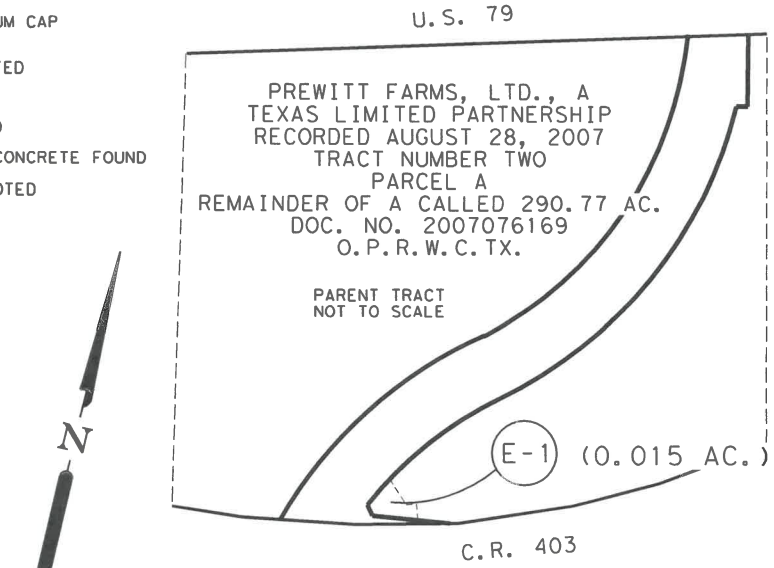
SAM™
4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

EASEMENT SKETCH
SHOWING PROPERTY OF
PREWITT FARMS, LTD., A
TEXAS LIMITED PARTNERSHIP
EASEMENT 1
0.015 AC. (669 SQ. FT.)

LEGEND

○	5/8" IRON ROD SET WITH ALUMINUM CAP STAMPED "WILLIAMSON COUNTY"
●	1/2" IRON ROD FOUND UNLESS NOTED
⬡	FENCE POST (TYPE NOTED)
■	TYPE I CONCRETE MONUMENT FOUND
⊡	TXDOT TYPE II BRONZE DISK IN CONCRETE FOUND
⊙	1/2" IRON PIPE FOUND UNLESS NOTED
▲	80D NAIL FOUND
⊕	MAGNAIL FOUND
◎	SPINDLE FOUND
✖	RAILROAD TIE
△	CALCULATED POINT
℄	PROPERTY LINE
( )	RECORD INFORMATION
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCING
P.O.R.	POINT OF REFERENCE
N.T.S.	NOT TO SCALE
D.R.W.C.TX.	DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
O.R.W.C.TX.	OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.TX.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
—/\/——	DISTANCE NOT TO SCALE
———1——	DEED LINE (COMMON OWNERSHIP)

EXHIBIT "A"



SCHEDULE B:

THIS SURVEY HEREON WAS PREPARED IN CONJUCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. GT2100341, ISSUED BY TEXAS TITLE INSURANCE COMPANY, EFFECTIVE DATE MAY 3, 2022, AND ISSUED DATE MAY 11, 2022.

10. THE FOLLOWING MATTERS AND ALL TERMS OF THE DOCUMENTS CREATING OR OFFERING EVIDENCE OF THE MATTERS (WE MUST INSERT MATTERS OR DELETE THIS EXCEPTION.):

A. EASEMENT DATED AUGUST 6, 1967, EXECUTED BY A. A. ZIZINIA TO TEXAS POWER & LIGHT COMPANY, RECORDED IN VOLUME 419, PAGE 484, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)

B. WATER LINE EASEMENT DATED JUNE 3, 2015, EXECUTED BY PREWITT FARMS, LTD. AND ZIZINIA WILLIAMSON COUNTY, LTD. TO NOACK WATER SUPPLY CORPORATION, RECORDED UNDER DOCUMENT NO. 2015061237, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)

C. EASEMENT DEED BY COURT ORDER IN SETTLEMENT OF LANDOWNER ACTION FILED AUGUST 12, 2020 TO QWEST COMMUNICATIONS COMPANY, LLC, F/K/A QWEST COMMUNICATIONS CORPORATION, SPRINT COMMUNICATIONS COMPANY, LP AND LEVEL 3 COMMUNICATIONS, LLC, RECORDED UNDER DOCUMENT NO. 2015075890, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (BLANKET IN NATURE, MAY AFFECT)

D. INTENTIONALLY DELETED.

E. THE RIGHTS OF LOWER BRUSHY CREEK WATER CONTROL AND IMPROVEMENT DISTRICT LEVY TAXES AND ISSUE BONDS.

F. ALL LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF COAL, LIGNITE, OIL, GAS OR OTHER MINERALS, TOGETHER WITH ALL RIGHTS, PRIVILEGES, AND IMMUNITIES RELATING THERETO, APPEARING IN THE PUBLIC RECORDS WHETHER LISTED IN SCHEDULE B OR NOT. THERE MAY BE LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF MINERALS THAT ARE NOT LISTED.

G. ALL VISIBLE AND APPARENT EASEMENTS AND ALL UNDERGROUND EASEMENTS, THE EXISTENCE OF WHICH MAY ARISE BY UNRECORDED GRANT OR BY USE.

H. RIGHTS OF PARTIES IN POSSESSION.

I. INTENTIONALLY DELETED.

J. TERMS, PROVISIONS AND STIPULATIONS OF A POSSESSION AND USE AGREEMENT FOR TRANSPORTATION PURPOSES DATED JANUARY 19, 2022, EXECUTED BY AND BETWEEN PREWITT AARMS, LTD. AND ZIZINIA WILLIAMSON COUNTY, LTD. AND WILLIAMSON COUNTY, TEXAS, RECORDED UNDER DOCUMENT NO. 2022032016, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (SUBJECT TO IF APPLICABLE)

NOTES:

1. ALL BEARINGS SHOWN ARE BASED ON NAD83/2011/NAVD88 TEXAS COORDINATE SYSTEM, CENTRAL ZONE. ALL DISTANCES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A SURFACE ADJUSTMENT FACTOR OF 1.00012352. ALL COORDINATES SHOWN ARE IN SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY THE SAME FACTOR. PROJECT UNITS ARE IN U.S. SURVEY FEET.
2. THIS SURVEY WAS COMPLETED WITH THE BENEFIT OF TITLE REPORT, PROVIDED BY TEXAS TITLE INSURANCE COMPANY, GF NO. GT2100341, EFFECTIVE DATE MAY 3, 2022, AND ISSUED DATE MAY 11, 2022. THERE MAY BE EASEMENTS OR OTHER MATTERS, RECORDED OR UNRECORDED, THAT ARE NOT SHOWN.
3. C.R. 401 ENGINEER'S CENTERLINE ALIGNMENT DERIVED FROM HNTB. SCHEMATIC RECEIVED BY SAM, LLC. IN MAY, 2021.
4. THIS PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.

* AREA CALCULATED BY SAM, LLC.

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION AND THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

SCOTT C. BRASHEAR
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6660, STATE OF TEXAS

5/24/22
DATE

STATE OF TEXAS
REGISTERED
SCOTT C. BRASHEAR
6660
PROFESSIONAL
LAND SURVEYOR

REF. FIELD NOTE NO. 49256

FILE:\\saminc\AUS\PROJECTS\1020058261B\100\Survey\03Exhibits\2\PLAT\02\Jonah\P-Jonah_1.dgn

EXISTING	*45.082 AC.	ACQUIRE	0.000 AC.	REMAINING	45.082 AC. LEFT

SAM™
4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

EASEMENT SKETCH
SHOWING PROPERTY OF
PREWITT FARMS, LTD., A
TEXAS LIMITED PARTNERSHIP
EASEMENT 1
0.015 AC. (669 SQ. FT.)

AMENDED POSSESSION AND USE AGREEMENT FOR TRANSPORTATION PURPOSES

STATE OF TEXAS	§	
	§	Parcel No.: 1
COUNTY OF WILLIAMSON	§	Project: CR 401/CR 404

This Amended Possession and Use Agreement For Transportation Purposes (the "Amended Agreement") between **WILLIAMSON COUNTY, TEXAS** ("County"), and **PREWITT FARMS, LTD., a Texas limited partnership and ZIZINIA WILLIAMSON COUNTY, LTD., a Texas limited partnership** (the "Grantor" whether one or more), grants to the County, their contractors, agents and all others deemed necessary by the County, an irrevocable right to possession and use of the Grantor's property for the purpose of constructing a portion of CR 401 and CR 404 roadway and related appurtenances, drainage and utility relocations (the "Roadway Construction Project"). The property subject to this Agreement is described more fully in field notes, plat map, or other description attached as "Exhibit A" and made a part of this Agreement by reference (the "Property").

1. For the consideration paid by the County which is set forth in Paragraph 2 below, the receipt and sufficiency of which is acknowledged, the Grantor grants, bargains, sells, and conveys to the County the right of entry and exclusive possession and use of the Property for the purpose of constructing a roadway, utility adjustments, and appurtenances thereto and the right to remove any improvements. Authorized activities include surveying, inspection, environmental studies, archeological studies, clearing, demolition, construction of permanent improvements, relocating, replacing, and improving existing utility facilities, locating new utility facilities, and other work required to be performed in connection with the Roadway Construction Project. This Possession and Use Agreement will extend to the County, its contractors and assigns, owners of any existing utilities on the Property and those which may be lawfully permitted on the Property by the County in the future, and all others deemed necessary by the County for the purpose of the Roadway Construction Project. This grant will allow the construction, relocation, replacement, repair, improvement, operation, and maintenance of utilities on the Property.

2. In full consideration for this irrevocable grant of possession and use and other Grantor covenants, warranties, and obligations under this Agreement, the County will tender to the Grantor the sum of ONE HUNDRED NINETY-ONE THOUSAND and FIFTY-SIX and 00/100 Dollars ($191,056.00). In connection with the original Possession and Use Agreement for Transportation Purposes between the parties regarding portions of the Property which was recorded as **Document No. 2022031498** of the Official Records of Williamson County, Texas, Grantee paid to Grantor the sum of $176,000.00. Therefore, in satisfaction of the terms of this Amended Agreement Grantee shall pay Grantor the additional sum of **FIFTEEN THOUSAND FIFTY-SIX and 00/100 Dollars ($15,056.00).** The Grantor agrees that this sum represents adequate and full compensation for the possession and use of the Property. The County will be entitled to take possession and use of the Property upon tender of payment as set out herein, subject to the conditions in paragraph 14 below, if any.

   The parties agree that the sum tendered represents 100% of the County's approved value, which assumes no adverse environmental conditions affecting the value of the Property. The approved value is the County's determination of the just compensation owed to the Grantor for the real property interest to be acquired by the County in the Property, encumbered with the improvements thereon, if

any, and damages to the remainder, if any, save and except all oil, gas and sulphur. The parties agree that the sum tendered to Grantor will be deducted from any final settlement amount, Special Commissioners' award or court judgment. In the event the amount of the final settlement or judgment for acquisition of the Property is less than the amount the County has paid for the possession and use of the Property, then the Grantor agrees that the original amount tendered represents an overpayment for the difference and, upon written notice from the County, the Grantor will promptly refund the overpayment to the County.

3. The effective date of this Agreement will be the date on which payment pursuant to Paragraph 2 above was tendered to the Grantor by the County, or disbursed to the Grantor by a title company acting as escrow agent for the transaction, (the "Effective Date").

4. The Grantor warrants and represents that the title to the Property is free and clear of all liens and encumbrances except as disclosed to Grantee in that certain title commitment numbered GF-21061675, issued December 10, 2021 by Texas Title Insurance Company/Longhorn Title (and any subsequent updates prior to the Effective Date), and that proper releases, if any, will be executed for the Property prior to funds being disbursed under this Agreement. The Grantor further warrants that no other person or entity owns an interest in the fee title to the Property and further agrees to indemnify the County from all unreleased or undisclosed liens, claims or encumbrances affecting the Property.

   The above made warranties are made by Grantor and accepted by County subject the following:

   A. Visible and apparent easements not appearing of record;

   B. Any discrepancies, conflicts or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show; and,

   C. Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the Property, but only to the extent that said items are still valid and in force and effect at this time.

5. The parties agree that the valuation date for determining the amount of just compensation for the real property interest proposed to be acquired by the County in the Property, for negotiation or eminent domain proceeding purposes, will be October 1, 2022. Should the Special Commissioners' Award be greater than the amount paid in paragraph two (2) above, Grantee shall tender the difference to the registry of the court within (45) days following the filing of the award.

6. This Agreement is made with the understanding that the County will continue to proceed with acquisition of a real property interest in the Property. The Grantor reserves all rights of compensation for the title and other interest in and to the Property which the Grantor holds as of the time immediately prior to the Effective Date of this Agreement. This Agreement shall in no way prejudice the Grantor's rights to receive full and just compensation as allowed by law for all of the Grantor's interests in and to the Property to be acquired by the County, encumbered with the improvements thereon, if any, and damages, if any, to the remainder of the Grantor's interest in any larger tract of which the Property is a part (the "Remainder"), all as the Property exists on the Effective Date of this Agreement. The County's removal or construction of improvements on the Property shall in no way affect the fair

market value of the Property in determining compensation due to the Grantor in the eminent domain proceedings. No beneficial project influence will impact the appraised value of the Property to be acquired. This grant will not prejudice the Grantor's rights to any relocation benefits for which Grantor may be eligible.

7. In the event the County institutes or has instituted eminent domain proceedings, the County will not be liable to the Grantor for interest upon any award or judgment as a result of such proceedings for any period of time prior to the date of the award. Any interest accrual penalties will be deferred by the County until 90 days after entry of judgment.

8. The purpose of this Agreement is to allow the County to proceed with its Roadway Construction Project without delay and to allow the Grantor to have the use at this time of a percentage of the estimated compensation for the County's acquisition of a real property interest in the Property. The Grantor expressly acknowledges that the proposed Roadway Construction Project is for a valid public use and voluntarily waives any right the Grantor has or may have, known or unknown, to contest the jurisdiction of the court in any condemnation proceeding for acquisition of the Property related to the Roadway Construction Project, based upon claims that the condemning authority has no authority to acquire the Property through eminent domain, has no valid public use for the Property, or that acquisition of the Property is not necessary for the public use.

9. The Grantor reserves all of the oil, gas and sulphur in and under the land herein conveyed but waives all right of ingress and egress to the surface for the purpose of exploring, developing, mining or drilling. The extraction of oil, gas, and minerals may not affect the geological stability of the surface. Nothing in this reservation will affect the title and rights of the County to take and use all other minerals and materials thereon, and thereunder.

10. The undersigned Grantor agrees to pay as they become due, all ad valorem property taxes and special assessments assessed against Property until the Effective Date, including prorated taxes until the Effective Date for the year in which the County takes title to the Property.

11. Notwithstanding the acquisition of right of possession to the Property by the County in a condemnation proceeding by depositing the Special Commissioners' award into the registry of the court within forty-five (45) days after filing of said Award, less any amounts tendered to the Grantor pursuant to Paragraph 2 above, this Agreement shall continue to remain in effect until the County acquires title to the Property either by negotiation, settlement, or final court judgment.

12. This Agreement will also extend to and bind the heirs, devisees, executors, administrators, legal representatives, successors in interest and assigns of the parties.

13. It is agreed the County will record this document.

14. Other conditions: None

15. By its authorized signature below the following Tenants which have a leasehold interest in the Property hereby consent in all things to Grantee taking exclusive and sole possession of the Property pursuant to the terms of this Agreement, and to Grantor receiving the consideration recited herein:

Tenants: Brandon Roznovak

At no time during the possession of the Property by County for the purposes described herein shall Grantor be denied reasonable access and/or ingress to or egress from the remainder of Grantor's land, unless otherwise agreed to in writing in advance.

To have and to hold the Agreement herein described and conveyed, together with all the rights and appurtenances belonging to the County and its assigns forever, for the purposes and subject to the limitations set forth above.

[signature pages follow]

GRANTORS:

PREWITT FARMS LTD.,
a Texas limited partnership

By: Edith Renee Prewitt

Name: Edith Renee Prewitt

Its: Trustee, General Partner

ACKNOWLEDGMENT

STATE OF ~~TEXAS~~ California

COUNTY OF Santa Barbara

This instrument was acknowledged before me on this the 30th day of August, 2022 by Edith Renee Prewitt, in the capacity and for the purposes and consideration recited herein.

LORI COLE
Notary Public - California
Santa Barbara County
Commission # 2289458
My Comm. Expires May 20, 2023

Notary Public, State of ~~Texas~~ California
Printed Name: Lori Cole
My Commission Expires: 5/20/2023

ZIZINIA WILLIAMSON COUNTY, LTD.,
a Texas limited partnership

By: _____

Name: ANDREW A. ZIZINIA III

Its: MANAGER

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF Harris

This instrument was acknowledged before me on this the 23 day of August, 202__ by ANDREW AZIZINIA III, in the capacity and for the purposes and consideration recited herein.

SHARON HOLLENSHEAD
NOTARY PUBLIC
STATE OF TEXAS
ID# 125013714
EXPIRES 8-6-2024

Notary Public, State of Texas
Printed Name: Sharon Hollenshead
My Commission Expires: 08-06-2024

COUNTY:

WILLIAMSON COUNTY, TEXAS

By:_____
Bill Gravell, Jr.
County Judge

ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF WILLIAMSON

This instrument was acknowledged before me on this the ___ day of _____, 2022 by Bill Gravell, Jr., County Judge of Williamson County, Texas, in the capacity and for the purposes and consideration recited herein.

_____
Notary Public, State of Texas
Printed Name:_____
My Commission Expires

EXHIBIT "A"

County: Williamson
Parcel No.: 1
Highway: C.R. 401/404
Limits: From: FM 973
To: Intersection of US 79

January 6, 2022

PROPERTY DESCRIPTION FOR PARCEL 1

DESCRIPTION OF A 1.097 ACRE (47,764 SQ. FT.) PARCEL OF LAND LOCATED IN THE W. KINCAID SURVEY, SURVEY NO. 5, ABSTRACT NO. 373 AND THE H.G. JOHNSON SURVEY, SECTION NO. 6, ABSTRACT NO. 348, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF A CALLED 290.77 ACRE TRACT OF LAND, DESCRIBED AS TRACT NUMBER TWO, PARCEL A AND A PORTION OF A CALLED 1.9 ACRE TRACT OF LAND, PARCEL B IN A DEED TO PREWITT FARMS, LTD. A TEXAS LIMITED PARTNERSHIP, RECORDED AUGUST 28, 2007 IN DOCUMENT NO. 2007076169, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.); SAID 1.097 ACRE (47,764 SQ. FT.) PARCEL, AS SHOWN ON A PLAT PREPARED BY SAM, LLC, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 3-inch iron pipe found, for an interior ell corner of said remainder of a called 290.77 acre tract, same being the northwest corner of a called 69.28 acre tract of land, described in a deed to Taylor Texas Holdings, Inc., recorded in Document No. 2008053881, O.P.R.W.C.TX.;

THENCE with the common line of said Prewitt Farms tract and said 69.28 acre tract, the following three (3) courses and distances:

S 22°16'06" E, a distance of 483.09 feet to a calculated point, for an angle corner,

N 68°34'07" E, a distance of 13.00 feet to a calculated point, for an angle corner, and

S 21°38'26" E, a distance of 1,947.47 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" (Surface Coordinates: N=10,181,803.57, E=3,204,235.23) set 126.60 feet right of County Road 401 (C.R. 401) Engineer's Centerline Station (E.C.S.) 206+16.76 on the proposed north right-of-way line of C.R. 401, for the northeast corner and the **POINT OF BEGINNING** of the parcel described herein;

1) **THENCE** S 21°38'26" E, departing the proposed north right-of-way line of said C.R. 401, continuing with the common line of said Prewitt Farms tract and said 69.28 acre tract, a distance of 223.60 feet to a calculated point on the existing north right-of-way line of U.S. 79, a 200 foot wide right-of-way, as described to the State of Texas in Volume 372, Page 368 and in Volume 372, Page 169, Deed Records of Williamson County, Texas (D.R.W.C.TX.), and as depicted in TXDOT right-of-way strip map CSJ 204-03-12 dated December 1951, for the southwest corner of said 69.28 acre tract, same being the southeast corner of said Prewitt Farms tract and of the parcel described herein, from which a 1/2-inch iron rod with a plastic cap stamped "HOLT & CARSON" found bears N 73°10'25" E, a distance of 20.18 feet;

2) **THENCE** S 66°58'03" W, departing the common line of said 69.28 acre tract and said Prewitt Farms tract, with the existing north right-of-way line of said U.S. 79, a distance of 211.46 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 83.00 feet left of C.R. 401 E.C.S 203+79.61 on the proposed west right-of-way line of said C.R. 401, for the southwest corner of the parcel described herein, from which a Type I concrete monument found on the existing north right-of-way line of said U.S. 79 bears S 66°58'03" W, a distance of 2,114.03 feet;

County: Williamson
Parcel No.: 1
Highway: C.R. 401/404
Limits: From: FM 973
To: Intersection of US 79

THENCE departing the existing north right-of-way line of said U.S. 79, with the proposed west right-of-way line of said C.R. 401, over and across said Prewitt Farms tract, the following three (3) courses and distances numbered 3-5:

3) N 21°56'18" W, a distance of 147.64 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 83.00 feet left of C.R. 401 E.C.S 205+27.24, said point being the beginning of a curve to the right,

4) With said curve to the right, an arc distance of 80.05 feet, through a central angle 03°34'30", having a radius of 1,283.00 feet, and a chord that bears N 20°09'03" W, a distance of 80.04 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 83.00 feet left of C.R. 401 E.C.S 206+02.12, and

5) N 68°03'42" E, a distance of 210.09 feet to the **POINT OF BEGINNING**, and containing 1.097 acres (47,764 sq. ft.) of land, more or less.

This property description is accompanied by a separate plat of even date.

Bearing Basis:
All bearings shown are based on NAD83/2011/NAVD88 Texas Coordinate System, Central Zone. All distances shown are surface and may be converted to grid by dividing by a surface adjustment factor of 1.00012352. All coordinates shown are in surface and may be converted to grid by dividing by the same factor. Project units are in U.S. Survey Feet.

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TRAVIS §

That I, Scott C. Brashear, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on the date shown below.

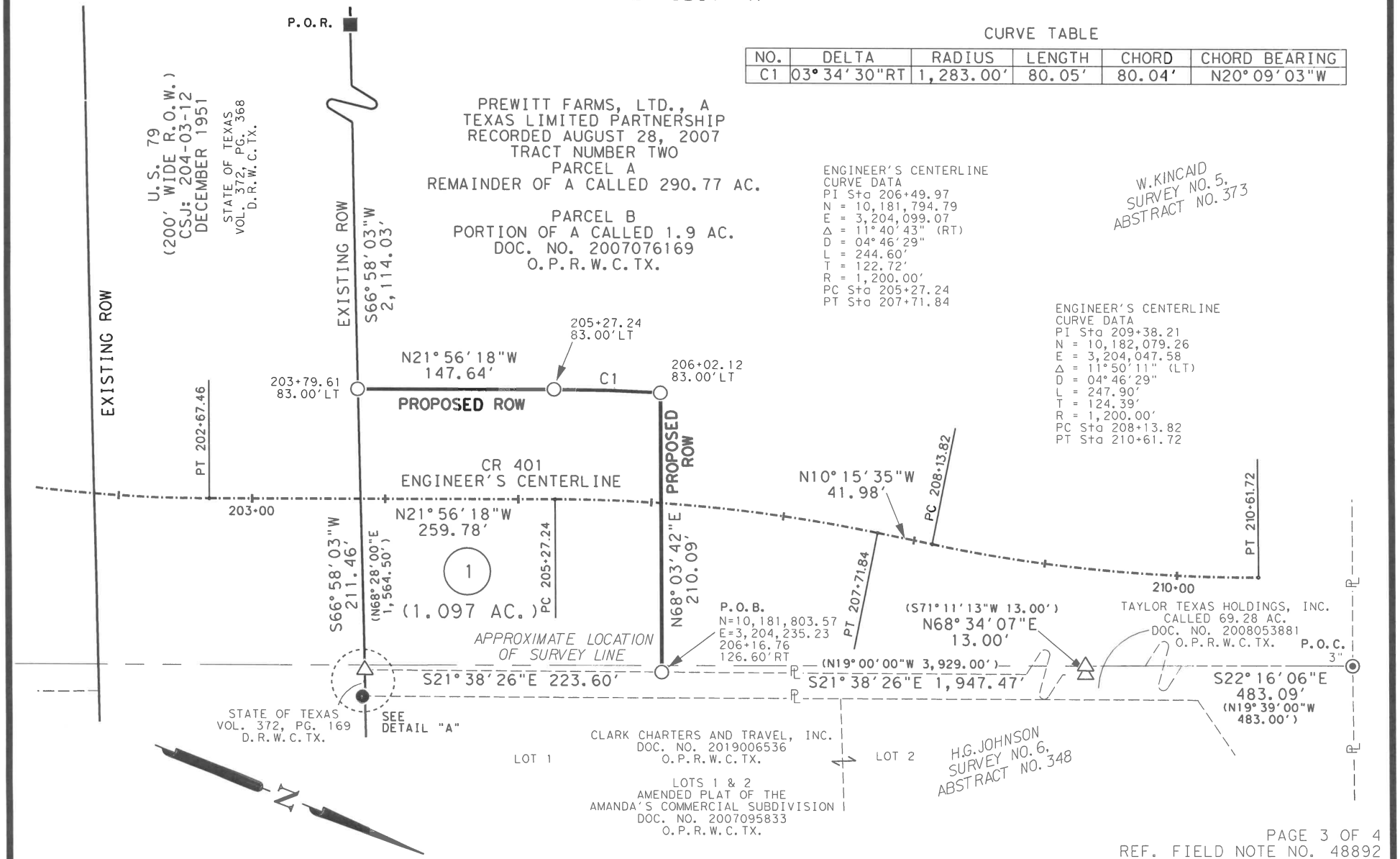
Scott C. Brashear 1/6/2022

Scott C. Brashear Date
Registered Professional Land Surveyor
No. 6660 – State of Texas

SURVEYING AND MAPPING, LLC
4801 Southwest Pkwy
Building Two, Suite 100
Austin, Texas 78735
TX. Firm No. 10064300



EXHIBIT "A"



CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	03°34'30"RT	1,283.00'	80.05'	80.04'	N20°09'03"W

REF. FIELD NOTE NO. 48892

FILE:\\saminc\AUS\PROJECTS\1020058261B\100\Survey\03Exhibits\1\PLAT\00\P-1.dgn

EXISTING	*236.017 AC.	ACQUIRE	1.097 AC.	REMAINING	234.920 AC. LEFT

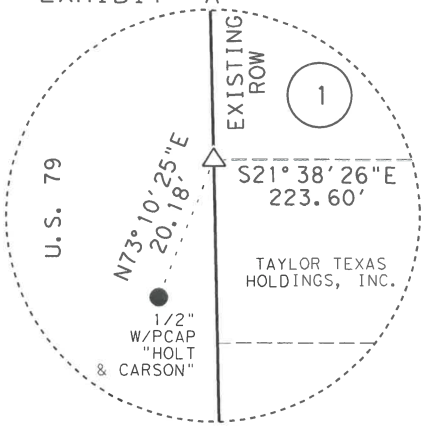
SAM™
4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax.: (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
PREWITT FARMS, LTD., A
TEXAS LIMITED PARTNERSHIP
PARCEL 1
1.097 AC. (47,764 SQ. FT.)

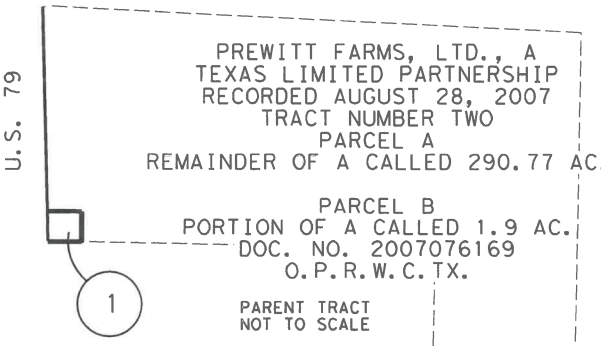
LEGEND

○	5/8" IRON ROD SET WITH ALUMINUM CAP STAMPED "WILLIAMSON COUNTY"
●	1/2" IRON ROD FOUND UNLESS NOTED
⬡	FENCE POST (TYPE NOTED)
■	TYPE I CONCRETE MONUMENT FOUND
⊡	TXDOT TYPE II BRONZE DISK IN CONCRETE FOUND
⊙	1/2" IRON PIPE FOUND UNLESS NOTED
▲	80D NAIL FOUND
⊕	MAGNAIL FOUND
◎	SPINDLE FOUND
✖	RAILROAD TIE
△	CALCULATED POINT
℄	PROPERTY LINE
( )	RECORD INFORMATION
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCING
P.O.R.	POINT OF REFERENCE
N.T.S.	NOT TO SCALE
D.R.W.C.TX.	DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
O.R.W.C.TX.	OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.TX.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
——	DISTANCE NOT TO SCALE
——	DEED LINE (COMMON OWNERSHIP)

EXHIBIT "A"



DETAIL "A"
NOT TO SCALE



SCHEDULE B:

THIS SURVEY HEREON WAS PREPARED IN CONJUCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. 21061675, ISSUED BY TEXAS TITLE INSURANCE COMPANY, EFFECTIVE DATE DECEMBER 1, 2021, AND ISSUED DATE DECEMBER 10, 2021.

10A. EASEMENT DATED AUGUST 6, 1967, EXECUTED BY A.A. ZIZINIA TO TEXAS POWER & LIGHT COMPANY, RECORDED IN VOLUME 419, PAGE 484, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, UNABLE TO PLOT, MAY AFFECT.

B. WATER LINE EASEMENT DATED JUNE 3, 2015, EXECUTED BY PREWITT FARMS, LTD. AND ZIZINIA WILLIAMSON COUNTY, LTD. TO NOACK WATER SUPPLY CORPORATION, RECORDED UNDER DOCUMENT NO. 202093091, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, UNABLE TO PLOT, MAY AFFECT.

C. EASEMENT DEED BY COURT ORDER IN SETTLEMENT OF LANDOWNER ACTION FILED AUGUST 12, 2020 TO QWEST COMMUNICATIONS COMPANY, LLC, F/K/A QWEST COMMUNICATIONS CORPORATION, SPRINT COMMUNICATION COMPANY, LP AND LEVEL 3 COMMUNIVATIONS, LLC, RECORDED UNDER DOCUMENT NO. 202093091, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, BLANKET IN NATURE, MAY AFFECT.

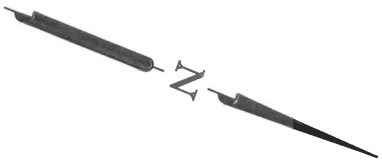
D. TERMS, PROVISIONS AND CONDITIIONS OF RECORDING MEMORANDUM DATED JUNE 25, 2020, EXECUTED BY AND BETWEEN ZIZINIA WILLIAMSON COUNTY, LTD. AND PREWITT FARMS, LTD., AS GRANTORS AND M2E3, LLC, AS GRANTEE, RECORDED UNDER DOCUMENT NO. 202093091, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

NOTES:

1. ALL BEARINGS SHOWN ARE BASED ON NAD83/2011/NAVD88 TEXAS COORDINATE SYSTEM, CENTRAL ZONE. ALL DISTANCES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A SURFACE ADJUSTMENT FACTOR OF 1.00012352. ALL COORDINATES SHOWN ARE IN SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY THE SAME FACTOR. PROJECT UNITS ARE IN U.S. SURVEY FEET.
2. THIS SURVEY WAS COMPLETED WITH THE BENEFIT OF TITLE REPORT, PROVIDED BY TEXAS TITLE INSURANCE COMPANY, GF NO. 21061675, EFFECTIVE DATE DECEMBER 1, 2021, AND ISSUED DATE DECEMBER 10, 2021. THERE MAY BE EASEMENTS OR OTHER MATTERS, RECORDED OR UNRECORDED, THAT ARE NOT SHOWN.
3. C.R. 401 ENGINEER'S CENTERLINE ALIGNMENT DERIVED FROM HNTB. SCHEMATIC RECEIVED BY SAM, LLC. IN MAY, 2021.
4. THIS PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.

* AREA CALCULATED BY SAM, LLC.





I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION AND THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Scott C. Brashear

SCOTT C. BRASHEAR
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6660, STATE OF TEXAS

1/6/2022

DATE

REF. FIELD NOTE NO. 48892

FILE:\\saminc\AUS\PROJECTS\1020058261B\100\Survey\03Exhibits\1\PLAT\00\P-1.dgn

EXISTING	*236.017 AC.	ACQUIRE	1.097 AC.	REMAINING	234.920 AC. LEFT

SAM™
4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax.: (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
PREWITT FARMS, LTD., A
TEXAS LIMITED PARTNERSHIP
PARCEL 1
1.097 AC. (47,764 SQ. FT.)

AMENDED POSSESSION AND USE AGREEMENT FOR TRANSPORTATION PURPOSES

STATE OF TEXAS	§	
	§	Parcel No.: 2
COUNTY OF WILLIAMSON	§	Project: CR 401/CR 404

This Amended Possession and Use Agreement For Transportation Purposes (the "Amended Agreement") between **WILLIAMSON COUNTY, TEXAS** ("County"), and **PREWITT FARMS, LTD., a Texas limited partnership and ZIZINIA WILLIAMSON COUNTY, LTD., a Texas limited partnership** (the "Grantor" whether one or more), grants to the County, their contractors, agents and all others deemed necessary by the County, an irrevocable right to possession and use of the Grantor's property for the purpose of constructing a portion of CR 401 and CR 404 roadway and related appurtenances, drainage and utility relocations (the "Roadway Construction Project"). The property subject to this Agreement is described more fully in field notes, plat map, or other description attached as "Exhibits A-B" and made a part of this Agreement by reference (the "Property").

1. For the consideration paid by the County which is set forth in Paragraph 2 below, the receipt and sufficiency of which is acknowledged, the Grantor grants, bargains, sells, and conveys to the County the right of entry and exclusive possession and use of the Property for the purpose of constructing a roadway, utility adjustments, and appurtenances thereto and the right to remove any improvements. Authorized activities include surveying, inspection, environmental studies, archeological studies, clearing, demolition, construction of permanent improvements, relocating, replacing, and improving existing utility facilities, locating new utility facilities, and other work required to be performed in connection with the Roadway Construction Project. This Possession and Use Agreement will extend to the County, its contractors and assigns, owners of any existing utilities on the Property and those which may be lawfully permitted on the Property by the County in the future, and all others deemed necessary by the County for the purpose of the Roadway Construction Project. This grant will allow the construction, relocation, replacement, repair, improvement, operation, and maintenance of utilities on the Property.

2. In full consideration for this irrevocable grant of possession and use and other Grantor covenants, warranties, and obligations under this Agreement, the County will tender to the Grantor the sum of NINE HUNDRED SIXTY-ONE THOUSAND THREE HUNDRED FORTY-FIVE and 00/100 Dollars ($961,345.00). In connection with the original Possession and Use Agreement for Transportation Purposes between the parties regarding portions of the Property which was recorded as **Document No. 2022032016** of the Official Records of Williamson County, Texas, Grantee paid to Grantor the sum of $692,800.00. Therefore, in satisfaction of the terms of this Amended Agreement Grantee shall pay Grantor the additional sum of **TWO HUNDRED SIXTY-EIGHT THOUSAND FIVE HUNDRED FORTY-FIVE and 00/100 Dollars ($268,545.00).** The Grantor agrees that this sum represents adequate and full compensation for the possession and use of the Property. The County will be entitled to take possession and use of the Property upon tender of payment as set out herein, subject to the conditions in paragraph 14 below, if any.

   The parties agree that the sum tendered represents 100% of the County's approved value, which assumes no adverse environmental conditions affecting the value of the Property. The approved value is the County's determination of the just compensation owed to the Grantor for the real property

interest to be acquired by the County in the Property, encumbered with the improvements thereon, if any, and damages to the remainder, if any, save and except all oil, gas and sulphur. The parties agree that the sum tendered to Grantor will be deducted from any final settlement amount, Special Commissioners' award or court judgment. In the event the amount of the final settlement or judgment for acquisition of the Property is less than the amount the County has paid for the possession and use of the Property, then the Grantor agrees that the original amount tendered represents an overpayment for the difference and, upon written notice from the County, the Grantor will promptly refund the overpayment to the County.

3. The effective date of this Agreement will be the date on which payment pursuant to Paragraph 2 above was tendered to the Grantor by the County, or disbursed to the Grantor by a title company acting as escrow agent for the transaction, (the "Effective Date").

4. The Grantor warrants and represents that the title to the Property is free and clear of all liens and encumbrances except as disclosed to Grantee in that certain title commitment numbered GF- 2100341, issued December 10, 2021 by Texas Title Insurance Company/Longhorn Title (and any subsequent updates prior to the Effective Date), and that proper releases, if any, will be executed for the Property prior to funds being disbursed under this Agreement. The Grantor further warrants that no other person or entity owns an interest in the fee title to the Property and further agrees to indemnify the County from all unreleased or undisclosed liens, claims or encumbrances affecting the Property.

   The above made warranties are made by Grantor and accepted by County subject the following:

   A. Visible and apparent easements not appearing of record;

   B. Any discrepancies, conflicts or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show; and,

   C. Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the Property, but only to the extent that said items are still valid and in force and effect at this time.

5. The parties agree that the valuation date for determining the amount of just compensation for the real property interest proposed to be acquired by the County in the Property, for negotiation or eminent domain proceeding purposes, will be October 1, 2022. Should the Special Commissioners' Award be greater than the amount paid in paragraph two (2) above, Grantee shall tender the difference to the registry of the court within (45) days following the filing of the award.

6. This Agreement is made with the understanding that the County will continue to proceed with acquisition of a real property interest in the Property. The Grantor reserves all rights of compensation for the title and other interest in and to the Property which the Grantor holds as of the time immediately prior to the Effective Date of this Agreement. This Agreement shall in no way prejudice the Grantor's rights to receive full and just compensation as allowed by law for all of the Grantor's interests in and to the Property to be acquired by the County, encumbered with the improvements thereon, if any, and damages, if any, to the remainder of the Grantor's interest in any larger tract of which the Property is a part (the "Remainder"), all as the Property exists on the Effective Date of this Agreement. The

County's removal or construction of improvements on the Property shall in no way affect the fair market value of the Property in determining compensation due to the Grantor in the eminent domain proceedings. No beneficial project influence will impact the appraised value of the Property to be acquired. This grant will not prejudice the Grantor's rights to any relocation benefits for which Grantor may be eligible.

7. In the event the County institutes or has instituted eminent domain proceedings, the County will not be liable to the Grantor for interest upon any award or judgment as a result of such proceedings for any period of time prior to the date of the award. Any interest accrual penalties will be deferred by the County until 90 days after entry of judgment.

8. The purpose of this Agreement is to allow the County to proceed with its Roadway Construction Project without delay and to allow the Grantor to have the use at this time of a percentage of the estimated compensation for the County's acquisition of a real property interest in the Property. The Grantor expressly acknowledges that the proposed Roadway Construction Project is for a valid public use and voluntarily waives any right the Grantor has or may have, known or unknown, to contest the jurisdiction of the court in any condemnation proceeding for acquisition of the Property related to the Roadway Construction Project, based upon claims that the condemning authority has no authority to acquire the Property through eminent domain, has no valid public use for the Property, or that acquisition of the Property is not necessary for the public use.

9. The Grantor reserves all of the oil, gas and sulphur in and under the land herein conveyed but waives all right of ingress and egress to the surface for the purpose of exploring, developing, mining or drilling. The extraction of oil, gas, and minerals may not affect the geological stability of the surface. Nothing in this reservation will affect the title and rights of the County to take and use all other minerals and materials thereon, and thereunder.

10. The undersigned Grantor agrees to pay as they become due, all ad valorem property taxes and special assessments assessed against Property until the Effective Date, including prorated taxes until the Effective Date for the year in which the County takes title to the Property.

11. Notwithstanding the acquisition of right of possession to the Property by the County in a condemnation proceeding by depositing the Special Commissioners' award into the registry of the court within forty-five (45) days after filing of said Award, less any amounts tendered to the Grantor pursuant to Paragraph 2 above, this Agreement shall continue to remain in effect until the County acquires title to the Property either by negotiation, settlement, or final court judgment.

12. This Agreement will also extend to and bind the heirs, devisees, executors, administrators, legal representatives, successors in interest and assigns of the parties.

13. It is agreed the County will record this document.

14. Other conditions: None

15. By its authorized signature below the following Tenants which have a leasehold interest in the Property hereby consent in all things to Grantee taking exclusive and sole possession of the Property pursuant to the terms of this Agreement, and to Grantor receiving the consideration recited herein:

Tenants: Brandon Roznovak

At no time during the possession of the Property by County for the purposes described herein shall Grantor be denied reasonable access and/or ingress to or egress from the remainder of Grantor's land, unless otherwise agreed to in writing in advance.

To have and to hold the Agreement herein described and conveyed, together with all the rights and appurtenances belonging to the County and its assigns forever, for the purposes and subject to the limitations set forth above.

[signature pages follow]

GRANTORS:

PREWITT FARMS LTD.,
a Texas limited partnership

By: Edith Renee Prewitt

Name: Edith Renée Prewitt

Its: Trustee, General Partner

ACKNOWLEDGMENT

STATE OF ~~TEXAS~~ California

COUNTY OF Santa Barbara

This instrument was acknowledged before me on this the 30th day of August, 2022 by Edith Renee Prewitt, in the capacity and for the purposes and consideration recited herein.

LORI COLE
Notary Public - California
Santa Barbara County
Commission # 2289458
My Comm. Expires May 20, 2023

Notary Public, State of ~~Texas~~ California
Printed Name: Lori Cole
My Commission Expires: 5/20/2023

ZIZINIA WILLIAMSON COUNTY, LTD.,
a Texas limited partnership

By: _____

Name: ANDREW A. ZIZINIA III

Its: MANAGER

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF Harris

This instrument was acknowledged before me on this the 23 day of August, 202__ by ANDREW A. ZIZINIA III, in the capacity and for the purposes and consideration recited herein.

SHARON HOLLENSHEAD
NOTARY PUBLIC
STATE OF TEXAS
ID# 125013714
EXPIRES 8-6-2024

Sharon Hollenshead
Notary Public, State of Texas
Printed Name: Sharon Hollenshead
My Commission Expires: 08-06-2024

COUNTY:

WILLIAMSON COUNTY, TEXAS

By:_____
Bill Gravell, Jr.
County Judge

ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF WILLIAMSON

This instrument was acknowledged before me on this the ___ day of _____, 2022 by Bill Gravell, Jr., County Judge of Williamson County, Texas, in the capacity and for the purposes and consideration recited herein.

_____
Notary Public, State of Texas
Printed Name:_____
My Commission Expires

EXHIBIT "A"

County: Williamson
Parcel No.: 2
Highway: C.R. 401/404
Limits: From: FM 973
To: Intersection of US 79

January 6, 2022

PROPERTY DESCRIPTION FOR PARCEL 2

DESCRIPTION OF A 6.554 ACRE (285,470 SQ. FT.) PARCEL OF LAND LOCATED IN THE W. KINCAID SURVEY, SURVEY NO. 5, ABSTRACT NO. 373 AND THE J.C. EAVES SURVEY, ABSTRACT NO. 214, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF A CALLED 290.77 ACRE TRACT OF LAND, DESCRIBED AS TRACT NUMBER TWO, PARCEL A IN A DEED TO PREWITT FARMS, LTD. A TEXAS LIMITED PARTNERSHIP, RECORDED AUGUST 28, 2007 IN DOCUMENT NO. 2007076169, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.); SAID 6.554 ACRE (285,470 SQ. FT.) PARCEL, AS SHOWN ON A PLAT PREPARED BY SAM, LLC, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2-inch iron rod found 127.73 feet right of County Road 401 (C.R. 401) Engineer's Centerline Station (E.C.S.) 201+92.28 on the existing south right-of-way line of U.S. 79, a 200 foot wide right-of-way, described in Volume 372, Page 368, Deed Records of Williamson County, Texas (D.R.W.C.TX.), as depicted in CSJ No. 204-03-12, dated 1951, for the northeast corner of said remainder of a called 290.77 acre tract, same being the northwest corner of a called 0.60 acre tract of land, described in a deed to T W Ford, LP, recorded in Document No. 2019080599, O.P.R.W.C.TX., being further described in Volume 1547, Page 157, D.R.W.C.TX., from which a 3/4-inch iron pipe found on the existing north right-of-way line of C.R. 403, a variable width right-of-way, no record information found, for the southeast corner of said remainder of a called 290.77 acre tract, same being the southwest corner of a said 0.60 acre tract bears S 22°01'18" E, a distance of 1,078.81 feet;

THENCE S 66°58'03" W, departing the common line of said remainder of a called 290.77 acre tract and said 0.60 acre tract, with the existing south right-of-way line of said U.S. 79, a distance of 48.34 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" (Surface Coordinates: N=10,181,389.86, E=3,204,344.64) set 79.59 feet right of C.R. 401 E.C.S. 201+88.32 on the proposed east right-of-way line of C.R. 401, for the northeast corner and **POINT OF BEGINNING** of the parcel described herein;

THENCE departing the existing south right-of-way line of said U.S. 79, with the proposed east right-of-way line of said C.R. 401, over and across said remainder of a called 290.77 acre tract, the following six (6) courses and distances numbered 1-6:

1) S 21°30'09" E, a distance of 190.84 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 107.23 feet right of C.R. 401 E.C.S 200+14.20,

2) S 68°29'51" W, a distance of 30.00 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 78.00 feet right of C.R. 401 E.C.S 200+07.96, said point being the beginning of a curve to the right,

3) With said curve to the right, an arc distance of 1,019.25 feet, through a central angle 49°59'56", having a radius of 1,168.00 feet, and a chord that bears S 16°42'07" W, a distance of 987.22 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 78.00 feet right of C.R. 401 E.C.S 190+56.77, said point being the beginning of a curve to the left,

4) With said curve to the left, an arc distance of 463.03 feet, through a central angle 26°12'54", having a radius of 1,012.00 feet, and a chord that bears S 28°35'38" W, a distance of 459.00 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 78.00 feet right of C.R. 401 E.C.S 185+58.05,

5) S 46°02'00" E, a distance of 29.39 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 103.73 feet right of C.R. 401 E.C.S 185+42.56, and

6) N 73°17'46" E, a distance of 205.18 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 271.90 feet right of C.R. 401 E.C.S 186+85.30 on the existing north right-of-way line of said C.R. 403, for the southeast corner of the parcel described herein, from which a 3/4-inch iron pipe found on the south right-of-way line of the Union Pacific Railroad, a 200 foot wide right-of-way, as depicted on a right-of-way and track map dated June 30, 1917, for the northeast corner of the remainder of a called 89.4 acre tract of land, described in a deed to Fred Gola and wife, Angelee M. Gola, recorded in Volume 2194, Page 568, Official Records of Williamson County, Texas (O.R.W.C.TX.), bears S 51°27'26" E, a distance of 292.28 feet;

THENCE departing the proposed east right-of-way line of said C.R. 401, with the existing north right-of-way line of said C.R. 403, the following two (2) courses and distances numbered 7-8:

7) S 67°13'42" W, a distance of 278.00 feet to a calculated point, and

8) S 71°28'42" W, a distance of 165.24 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 89.96 feet left of C.R. 401 E.C.S 184+00.46 on the proposed west right-of-way line of said C.R. 401, for the southwest corner of the parcel described herein, said point being the beginning of a curve to the right,

THENCE departing the existing north right-of-way line of said C.R. 403, with the proposed west right-of-way line of said C.R. 401, over and across said remainder of a called 290.77 acre tract, the following three (3) courses and distances numbered 9-11:

9) With said curve to the right, an arc distance of 709.75 feet, through a central angle 34°27'45", having a radius of 1,180.00 feet, and a chord that bears N 24°28'13" E, a distance of 699.10 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 90.00 feet left of C.R. 401 E.C.S 190+56.77,

10) N 57°18'12" E, a distance of 41.66 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 78.00 feet left of C.R. 401 E.C.S 191+00.00, said point being the beginning of a curve to the left, and

11) With said curve to the left, an arc distance of 995.94 feet, through a central angle 56°23'11", having a radius of 1,012.00 feet, and a chord that bears N 11°14'10" E, a distance of 956.23 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 78.00 feet left of C.R. 401 E.C.S 201+72.70 on the existing south right-of-way line of said U.S. 79, for the northwest corner of the parcel described herein;

EXHIBIT "A"

County: Williamson
Parcel No.: 2
Highway: C.R. 401/404
Limits: From: FM 973
To: Intersection of US 79

12) **THENCE** N 66°58'03" E, departing the proposed west right-of-way line of said C.R. 401, with the existing south right-of-way line of said U.S. 79, a distance of 158.36 feet to the **POINT OF BEGINNING**, and containing 6.554 acres (285,470 sq. ft.) of land, more or less.

This property description is accompanied by a separate plat of even date.

Bearing Basis:
All bearings shown are based on the Texas Coordinate System, Central Zone, NAD 83/2011. All distances shown are surface and may be converted to grid by dividing by a Surface Adjustment Factor of 1.00012352. Units: U.S. Survey Feet.

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TRAVIS §

That I, Scott C. Brashear, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on the date shown below.

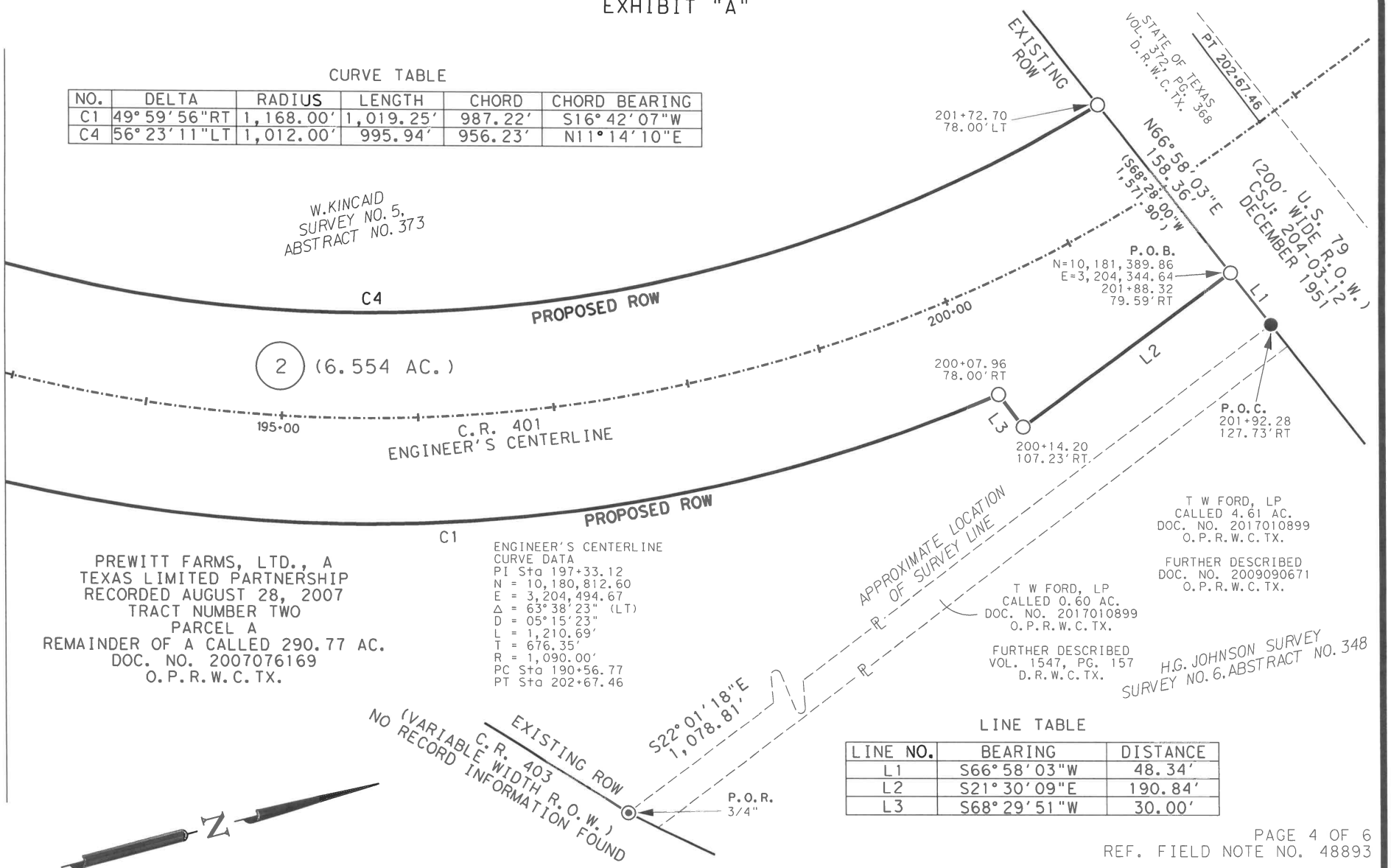
Scott C. Brashear 1/6/2022

Scott C. Brashear Date
Registered Professional Land Surveyor
No. 6660 – State of Texas

SURVEYING AND MAPPING, LLC
4801 Southwest Pkwy
Building Two, Suite 100
Austin, Texas 78735
TX. Firm No. 10064300



EXHIBIT "A"



CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	49°59'56"RT	1,168.00'	1,019.25'	987.22'	S16°42'07"W
C4	56°23'11"LT	1,012.00'	995.94'	956.23'	N11°14'10"E

PREWITT FARMS, LTD., A
TEXAS LIMITED PARTNERSHIP
RECORDED AUGUST 28, 2007
TRACT NUMBER TWO
PARCEL A
REMAINDER OF A CALLED 290.77 AC.
DOC. NO. 2007076169
O.P.R.W.C.TX.

ENGINEER'S CENTERLINE
CURVE DATA
PI Sta 197+33.12
N = 10,180,812.60
E = 3,204,494.67
Δ = 63°38'23" (LT)
D = 05°15'23"
L = 1,210.69'
T = 676.35'
R = 1,090.00'
PC Sta 190+56.77
PT Sta 202+67.46

LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	S66°58'03"W	48.34'
L2	S21°30'09"E	190.84'
L3	S68°29'51"W	30.00'

GRAPHIC SCALE
SCALE: 1" = 100'
WILLIAMSON COUNTY, TEXAS

REF. FIELD NOTE NO. 48893

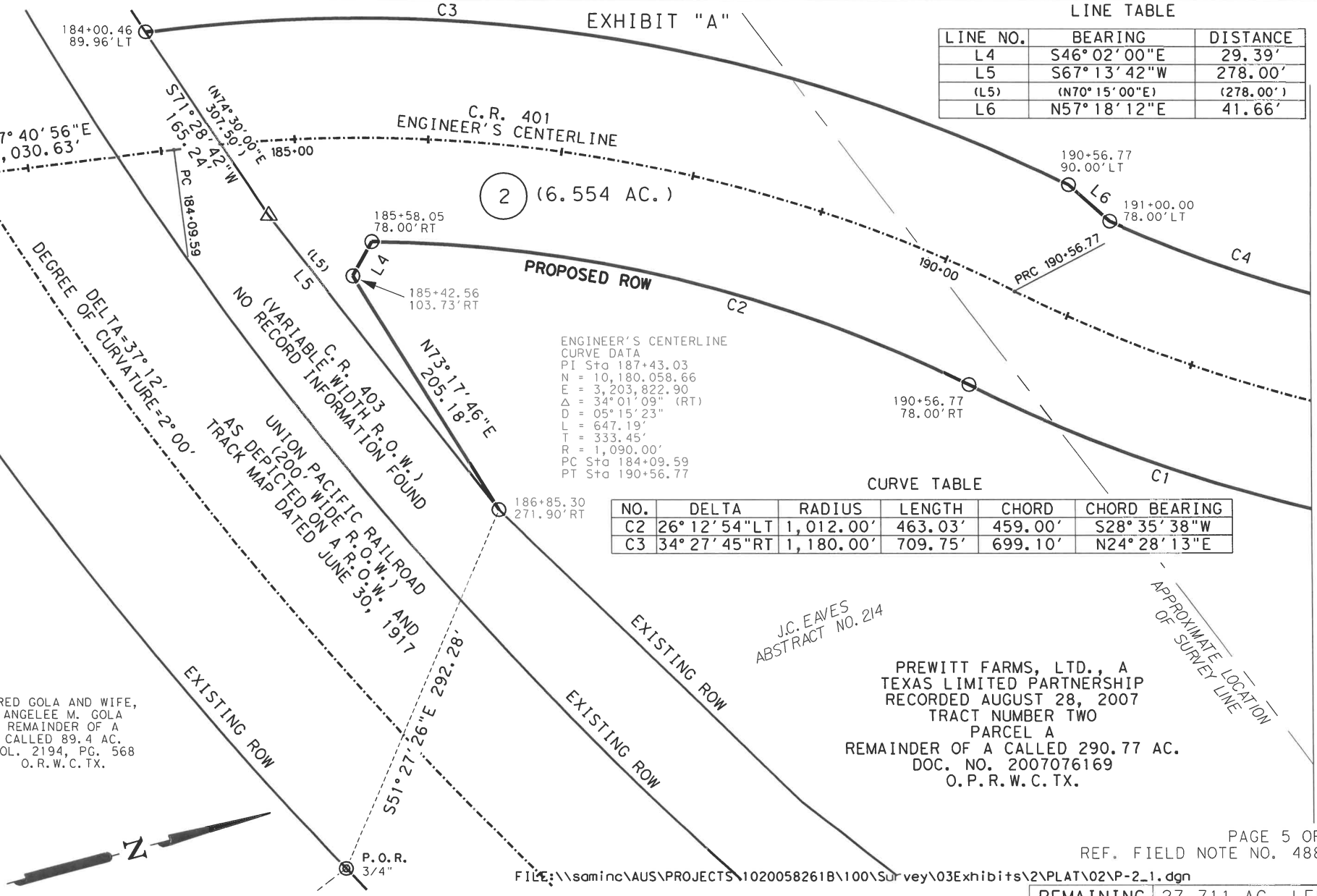
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				REMAINING	27.711 AC. LEFT
EXISTING	*45.082 AC.	ACQUIRE	6.554 AC.	REMAINING	10.817 AC. RIGHT

SAM™
4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax.: (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
PREWITT FARMS, LTD., A
TEXAS LIMITED PARTNERSHIP
PARCEL 2
6.554 AC. (285,470 SQ. FT.)

EXHIBIT "A"



GRAPHIC SCALE
SCALE: 1" = 100'
WILLIAMSON COUNTY, TEXAS

ENGINEER'S CENTERLINE
CURVE DATA
PI Sta 187+43.03
N = 10,180,058.66
E = 3,203,822.90
Δ = 34° 01' 09" (RT)
D = 05° 15' 23"
L = 647.19'
T = 333.45'
R = 1,090.00'
PC Sta 184+09.59
PT Sta 190+56.77

LINE TABLE

LINE NO.	BEARING	DISTANCE
L4	S46° 02' 00"E	29.39'
L5	S67° 13' 42"W	278.00'
(L5)	(N70° 15' 00"E)	(278.00')
L6	N57° 18' 12"E	41.66'

CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C2	26° 12' 54"LT	1,012.00'	463.03'	459.00'	S28° 35' 38"W
C3	34° 27' 45"RT	1,180.00'	709.75'	699.10'	N24° 28' 13"E

PREWITT FARMS, LTD., A
TEXAS LIMITED PARTNERSHIP
RECORDED AUGUST 28, 2007
TRACT NUMBER TWO
PARCEL A
REMAINDER OF A CALLED 290.77 AC.
DOC. NO. 2007076169
O.P.R.W.C.TX.

MATCH SHEET 4 OUT OF 6

PAGE 5 OF 6
REF. FIELD NOTE NO. 48893

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				REMAINING	27.711 AC. LEFT
EXISTING	*45.082 AC.	ACQUIRE	6.554 AC.	REMAINING	10.817 AC. RIGHT

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PREWITT FARMS, LTD., A
TEXAS LIMITED PARTNERSHIP
PARCEL 2
6.554 AC. (285,470 SQ. FT.)

LEGEND

○	5/8" IRON ROD SET WITH ALUMINUM CAP STAMPED "WILLIAMSON COUNTY"
●	1/2" IRON ROD FOUND UNLESS NOTED
⬡	FENCE POST (TYPE NOTED)
■	TYPE I CONCRETE MONUMENT FOUND
⊡	TXDOT TYPE II BRONZE DISK IN CONCRETE FOUND
⊙	1/2" IRON PIPE FOUND UNLESS NOTED
▲	80D NAIL FOUND
⊕	MAGNAIL FOUND
◎	SPINDLE FOUND
✕	RAILROAD TIE
△	CALCULATED POINT
℄	PROPERTY LINE
( )	RECORD INFORMATION
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCING
P.O.R.	POINT OF REFERENCE
N.T.S.	NOT TO SCALE
D.R.W.C.TX.	DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
O.R.W.C.TX.	OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.TX.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
—||—	DISTANCE NOT TO SCALE
——\——	DEED LINE (COMMON OWNERSHIP)

EXHIBIT "A"

SCHEDULE B:

THIS SURVEY HEREON WAS PREPARED IN CONJUCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. GT2100341, ISSUED BY TEXAS TITLE INSURANCE COMPANY, EFFECTIVE DATE DECEMBER 1, 2021, AND ISSUED DATE DECEMBER 10, 2021.

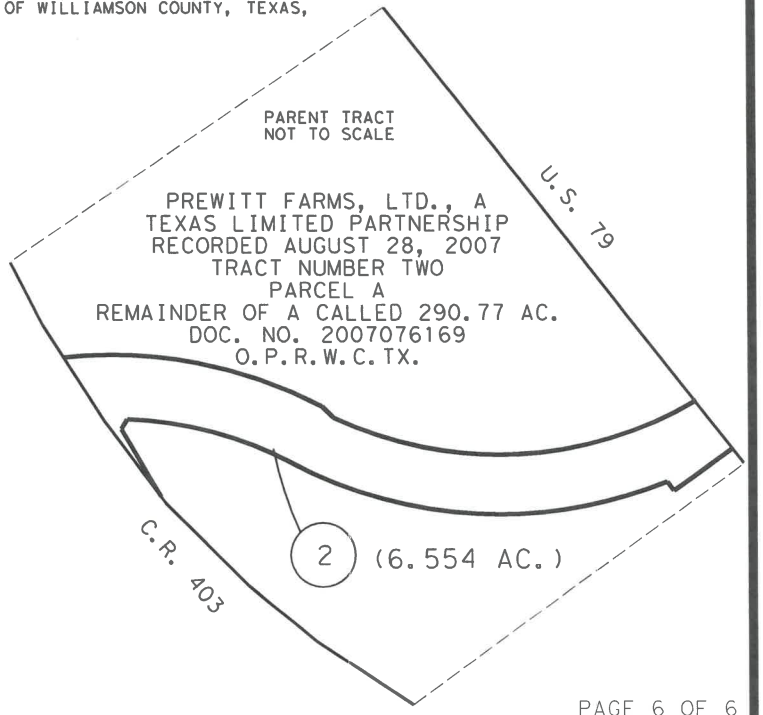
10A. EASEMENT DATED AUGUST 6, 1967, EXECUTED BY A.A. ZIZINIA TO TEXAS POWER & LIGHT COMPANY, RECORDED IN VOLUME 419, PAGE 484, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, UNABLE TO PLOT, MAY AFFECT.

B. WATER LINE EASEMENT DATED JUNE 3, 2015, EXECUTED BY PREWITT FARMS, LTD. AND ZIZINIA WILLIAMSON COUNTY, LTD. TO NOACK WATER SUPPLY CORPORATION, RECORDED UNDER DOCUMENT NO. 202093091, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, UNABLE TO PLOT, MAY AFFECT.

C. EASEMENT DEED BY COURT ORDER IN SETTLEMENT OF LANDOWNER ACTION FILED AUGUST 12, 2020 TO QWEST COMMUNICATIONS COMPANY, LLC, F/K/A QWEST COMMUNICATIONS CORPORATION, SPRINT COMMUNICATION COMPANY, LP AND LEVEL 3 COMMUNIVATIONS, LLC, RECORDED UNDER DOCUMENT NO. 202093091, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, BLANKET IN NATURE, MAY AFFECT.

D. TERMS, PROVISIONS AND CONDITIIONS OF RECORDING MEMORANDUM DATED JUNE 25, 2020, EXECUTED BY AND BETWEEN ZIZINIA WILLIAMSON COUNTY, LTD. AND PREWITT FARMS, LTD., AS GRANTORS AND M2E3, LLC, AS GRANTEE, RECORDED UNDER DOCUMENT NO. 202093091, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

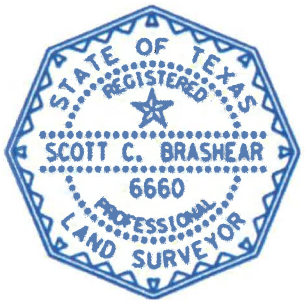




NOTES:

1. ALL BEARINGS SHOWN ARE BASED ON NAD83/2011/NAVD88 TEXAS COORDINATE SYSTEM, CENTRAL ZONE. ALL DISTANCES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A SURFACE ADJUSTMENT FACTOR OF 1.00012352. ALL COORDINATES SHOWN ARE IN SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY THE SAME FACTOR. PROJECT UNITS ARE IN U.S. SURVEY FEET.
2. THIS SURVEY WAS COMPLETED WITH THE BENEFIT OF TITLE REPORT, PROVIDED BY TEXAS TITLE INSURANCE COMPANY, GF NO. GT2100341, EFFECTIVE DATE DECEMBER 1, 2021, AND ISSUED DATE DECEMBER 10, 2021. THERE MAY BE EASEMENTS OR OTHER MATTERS, RECORDED OR UNRECORDED, THAT ARE NOT SHOWN.
3. C.R. 401 ENGINEER'S CENTERLINE ALIGNMENT DERIVED FROM HNTB. SCHEMATIC RECEIVED BY SAM, LLC. IN MAY, 2021.
4. THIS PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.

* AREA CALCULATED BY SAM,LLC.



REF. FIELD NOTE NO. 48893

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION AND THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. FILE:\\saminc\AUS\PROJECTS\1020058261B\100\Survey\03Exhibits\2\PLAT\02\P-2_2.dgn

Scott C. Brashear

SCOTT C. BRASHEAR
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6660, STATE OF TEXAS

1/6/2022

DATE

EXISTING	*45.082 AC.	ACQUIRE	6.554 AC.	REMAINING	27.711 AC. LEFT
				REMAINING	10.817 AC. RIGHT

SAM™
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Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
PREWITT FARMS, LTD., A
TEXAS LIMITED PARTNERSHIP
PARCEL 2
6.554 AC. (285,470 SQ. FT.)

Meeting Date: 09/13/2022

CR 332 purchase contract

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action authorizing the county Judge to execute a real estate contract with Dolly G. Danek, individually and as Independent Executor of the estate of Emil J. Danek aka Emil John Danek (deceased) to purchase 3.951 AC. 0.856 AC, 0.481 AC of right of way and 0.596 acres for a waterline easement needed on the CR 332 (Parcel 6) project. Funding Source: Road Bonds P366

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/08/2022 09:17 AM
Form Started By: Charlie Crossfield		Started On: 09/07/2022 02:21 PM
Final Approval Date: 09/08/2022		

REAL ESTATE CONTRACT
County Road 332 Right of Way—Parcel 6

THIS REAL ESTATE CONTRACT ("Contract") is made by **DOLLY G. DANEK, Individually and as Independent Executor of the Estate of Emil J. Danek aka Emil John Danek, Deceased** (referred to in this Contract as "Seller") and **WILLIAMSON COUNTY, TEXAS** (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I
PURCHASE AND SALE

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract of land described as follows:

> Being a 3.951 acre (172,125 square foot) parcel of land out of the Robert Lile Survey, Abstract No. 391, in Williamson County, Texas; said parcel of land being more particularly described by metes and bounds in Exhibit "A" attached hereto and made a part hereof. (**Parcel 6**); and
>
> Being a 0.856 acre (37,278 square foot) parcel of land out of the Robert Lile Survey, Abstract No. 391, in Williamson County, Texas; said parcel of land being more particularly described by metes and bounds in Exhibit "B" attached hereto and made a part hereof. (**Parcel 6RP1**); and
>
> Being a 0.481 acre (20,928 square foot) parcel of land out of the Robert Lile Survey, Abstract No. 391, in Williamson County, Texas; said parcel of land being more particularly described by metes and bounds in Exhibit "C" attached hereto and made a part hereof. (**Parcel 6RP2**); and
>
> Waterline Easement interest in and to a 0.596 acre (25,946 square foot) parcel of land out of the Robert Lile Survey, Abstract No. 391, in Williamson County, Texas; said parcel of land being more particularly described by metes and bounds in Exhibit "D" attached hereto and made a part hereof. (**Parcel 6WE**);

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements situated on and attached to the Property described in Exhibit "A" not otherwise agreed herein to be retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II
PURCHASE PRICE

Purchase Price and Additional Compensation

2.01. The Purchase Price for the Property described in Exhibits "A-C", any improvements on the property, the replacement of any fencing, and for any damage to or cost to cure the remaining property of Seller as a result of such acquisition shall be the sum of FOUR HUNDRED THIRTY-SEVEN TWO HUNDRED FOURTEEN and 00/100 Dollars ($437,214.00).

2.01.1. The Purchase Price for the Property described in Exhibit "D", any improvement on the property, and for any damage to or cost to cure the remaining property of Seller as a result of such acquisition shall be the sum of TWENTY-TWO THOUSAND SEVEN HUNDRED THREE and 00/100 Dollars ($22,703.00).

Payment of Purchase Price

2.02. The Purchase Price shall be payable in cash or other good funds at the Closing.

ARTICLE III
PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the Closing).

Miscellaneous Conditions

3.02. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the Closing.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF SELLER

Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's current actual knowledge:

(1) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than as previously disclosed to Purchaser;

(2) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof.

The Property described in Exhibits "A & D" herein is being conveyed to Purchaser under threat of condemnation.

ARTICLE V
CLOSING

Closing Date

5.01. The Closing shall be held at the office of Longhorn Title Company on or before September 30, 2022, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged Deed conveying good and indefeasible title to Williamson County, Texas in fee simple to all of the Property described in Exhibits "A-C", and deliver to Purchaser a duly executed and acknowledged Water Line Easement conveying such interest to Lone Star Regional Water Authority across all of the Property described in Exhibit "D", both free and clear of any and all monetary liens and restrictions, except for the following:

(a) General real estate taxes for the year of closing and subsequent years not yet due and payable;

(b) Any exceptions approved by Purchaser pursuant to Article III hereof; and

(c) Any exceptions approved by Purchaser in writing.

The Deed shall be in the form as shown in Exhibit "E" attached hereto and incorporated herein. The Water Line Easement shall be in the form as shown in Exhibit "F" attached hereto and incorporated herein.

(2) Provide reasonable assistance as requested, at no cost to Seller, to cause the Title Company to deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, in

Grantee's favor in the full amount of the Purchase Price, insuring Purchaser's contracted interests in and to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

(a) The boundary and survey exceptions shall be deleted;

(b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and

(c) The exception as to the lien for taxes shall be limited to the year of Closing and shall be endorsed "Not Yet Due and Payable".

(d) Deliver to Purchaser possession of the Property if not previously done.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

(a) Pay the cash portion of the Purchase Price.

Prorations

5.04. For the fee interest Property transfers, general real estate taxes for the then current year relating to the Property shall be prorated as of the Closing Date and shall be adjusted in cash at the Closing. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation, but shall otherwise remain the continuing obligation of Seller to satisfy. Agricultural roll-back taxes, if any, which directly result from completion of this transaction and conveyance shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

(1) Owner's Title Policy and survey to be paid by Purchaser.

(2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.

(3) All other closing costs shall be paid by Purchaser.

(4) Attorney's fees paid by each party incurring same respectively.

ARTICLE VI
BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

ARTICLE VII
BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made then Seller shall receive the amount of $500 as liquidated damages for any failure by Purchaser.

ARTICLE VIII
MISCELLANEOUS

Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

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

Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09. In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10. This Contract shall be effective as of the date it is approved by Williamson County, Texas which date is indicated beneath the County Judge's signature below.

Counterparts

8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

Contingent Possession and Use Agreement

8.12. Upon completion of (1) the full execution of this Contract by all parties, and (2) acknowledgment by the Title Company of delivery by Purchaser of the full Purchase Price to the Title Company, Purchaser, its agents and contractors shall be permitted at any time after October 15, 2022 to enter and possess the Property prior to Closing for the purpose of completing any and all necessary testing, utility relocation and construction activities associated with the proposed County Road 332 improvement construction project of Purchaser, and Seller agrees to make any gate access available to Purchaser, its contractors or utility facility owners as necessary to carry out the purposes of this paragraph. The parties further agree to continue to use diligence in assisting with any title curative measures or mortgage lien release required by the Contract to complete the Closing of the purchase transaction.

SELLER:

Dolly G. Danek

Dolly G. Danek, Individually and as Independent Executor of the Estate of Emil J. Danek aka Emil John Danek, Deceased

Address: 1250 East FM 487
Jarrell, Tx 76537

Date:_____

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr.
County Judge

Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

Date:_____

EXHIBIT A
PROPERTY DESCRIPTION FOR PARCEL 6

DESCRIPTION OF A 3.951 ACRE (172,125 SQUARE FOOT) PARCEL OF LAND SITUATED IN THE ROBERT LILE SURVEY, ABSTRACT NO. 391 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 99.47 ACRE TRACT DESCRIBED IN DEED WITH VENDERS LIEN TO EMIL J. DANEK RECORDED IN VOLUME 450, PAGE 605 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 3.951 ACRE (172,125 SQUARE FOOT) PARCEL BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set, having grid coordinates of N=10,270,904.56 E=3,158,184.95, set 68.00 feet right of C.R. 332 baseline station 38+65.82 in the proposed easterly Right-of-Way (ROW) line of County Road (C.R.) 332 (variable width ROW), being the southerly boundary line of said 99.47 acre tract, same being the northerly boundary line of that called 5.74 acre tract of land described in General Warranty Deed to Pedro Aguado and Rosa Aguado recorded in Document No. 2010029008 of the Official Public Records of Williamson County, Texas, for the southeasterly corner and **POINT OF BEGINNING** of the herein described parcel;

1) **THENCE,** departing said proposed ROW line, with the common boundary line of the 5.74 acre tract and said 99.47 acre tract, **S 68°28'41" W**, for a distance of **145.16** feet to a 1/2" iron rod found in the existing occupied easterly Right-of-Way (ROW) line of County Road (C.R.) 332 (variable width ROW), being the northwesterly corner of said 5.74 acre tract, same being the southwesterly corner of said 99.47 acre tract, for the southwesterly corner of the herein described parcel;

2) **THENCE,** with said occupied ROW line, being the westerly line of said 99.47 are tract, **N 21°10'55" W** for a distance of **168.19** feet to an iron rod with aluminum cap stamped "WILLIAMSON COUNTY", set 103.35 feet left of C.R. 332 baseline station 40+06.21, for an angle point;

THENCE, departing said existing occupied ROW line, through the interior of said 99.47 acre tract, with said westerly proposed ROW line, the following 4 (four) courses:

3) **N 33°00'39" E**, for a distance of **50.46** feet to an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 68.00 feet left of C.R. 332 baseline station 40+42.22, for an angle point;

4) **N 11°27'06" W**, for a distance of **414.95** feet to an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 68.00 feet left of C.R. 332 baseline station 44+57.17, for an angle point;

5) **N 56°27'06" W**, for a distance of **70.71** feet to an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 118.00 feet left of C.R. 332 baseline station 45+07.17, for an angle point;

6) **S 77°10'12" W**, for a distance of **70.98** feet to an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 188.96 feet left of C.R. 332 baseline station 45+05.46, in said occupied easterly ROW line of C.R. 332, for an ell corner;

7) **THENCE,** with said existing occupied ROW line, **N 21°10'55" W**, for a distance of **80.24** feet to an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 202.52 feet left of C.R. 332 baseline station 45+84.55 in said proposed ROW line, for an ell corner;

THENCE, departing said existing occupied ROW line, through the interior of said 99.47 acre tract, with said westerly proposed ROW line, the following 3 (three) courses:

8) **N 76°46'15" E**, for a distance of **84.56** feet to an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 118.00 feet left of C.R. 332 baseline station 45+87.17, for an angle point;

9) **N 33°32'54" E**, for a distance of **70.71** feet to an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 24.27 feet left of C.R. 332 baseline station 53+04.83, for an angle point;

10) **N 11°27'06" W**, for a distance of **160.91** feet to an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 68.00 feet left of C.R. 332 baseline station 47+98.08, in said existing occupied ROW line, for an angle point;

THENCE, with said occupied ROW line, being the westerly boundary line of said 99.47 acre tract, the following 3 (three) courses:

11) **N 42°48'52" E**, for a distance of **71.89** feet to a calculated angle point;

12) **N 15°01'33" E**, for a distance of **81.87** feet to a calculated angle point;

13) **N 22°20'43" W**, for a distance of **397.69** feet to an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 21.92 feet right of C.R. 332 baseline station 53+05.65 in said easterly proposed ROW line, for the northwesterly corner of the herein described parcel and from which a capped iron rod found stamped "Diamond" in the occupied ROW line of said C.R. 332, same being the southwesterly corner of that called 0.992 acre easement tract recorded in Document No. 2008044261 of the Official Public Records of Williamson County, Texas bears N 22°20'43" W, at a distance of 585.45 feet;

THENCE, departing said occupied ROW line, with said easterly proposed ROW line, through the interior of said 99.47 acre tract, the following 4 (four) courses:

14) **N 67°34'30" E**, for a distance of **46.08** feet to an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 68.00 feet right of C.R. 332 baseline station 53+05.65, for the northeasterly corner of the herein described parcel;

15) **S 22°25'30" E**, for a distance of **245.77** feet to an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 68.00 feet right of C.R. 332 baseline station 50+59.88, for point of curvature to the right;

16) With said curve to the right having a radius of **1,328.00** feet, a delta angle of **10°58'24"**, an arc length of **254.34** feet, and a chord which bears **S 16°56'18" E,** a distance of **253.95** feet to an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 68.00 feet right of C.R. 332 baseline station 48+18.57, for a point of tangency;

17) **S 11°27'06" E**, for a distance of **952.75** feet to the **POINT OF BEGINNING**, containing 3.831 acres, (166,898 square feet) of land, more or less.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

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

That I, M Stephen Truesdale, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct and that the property described herein was determined by a survey made on the ground under my direct supervision.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

M. Stephen Truesdale 3 AUG 2022

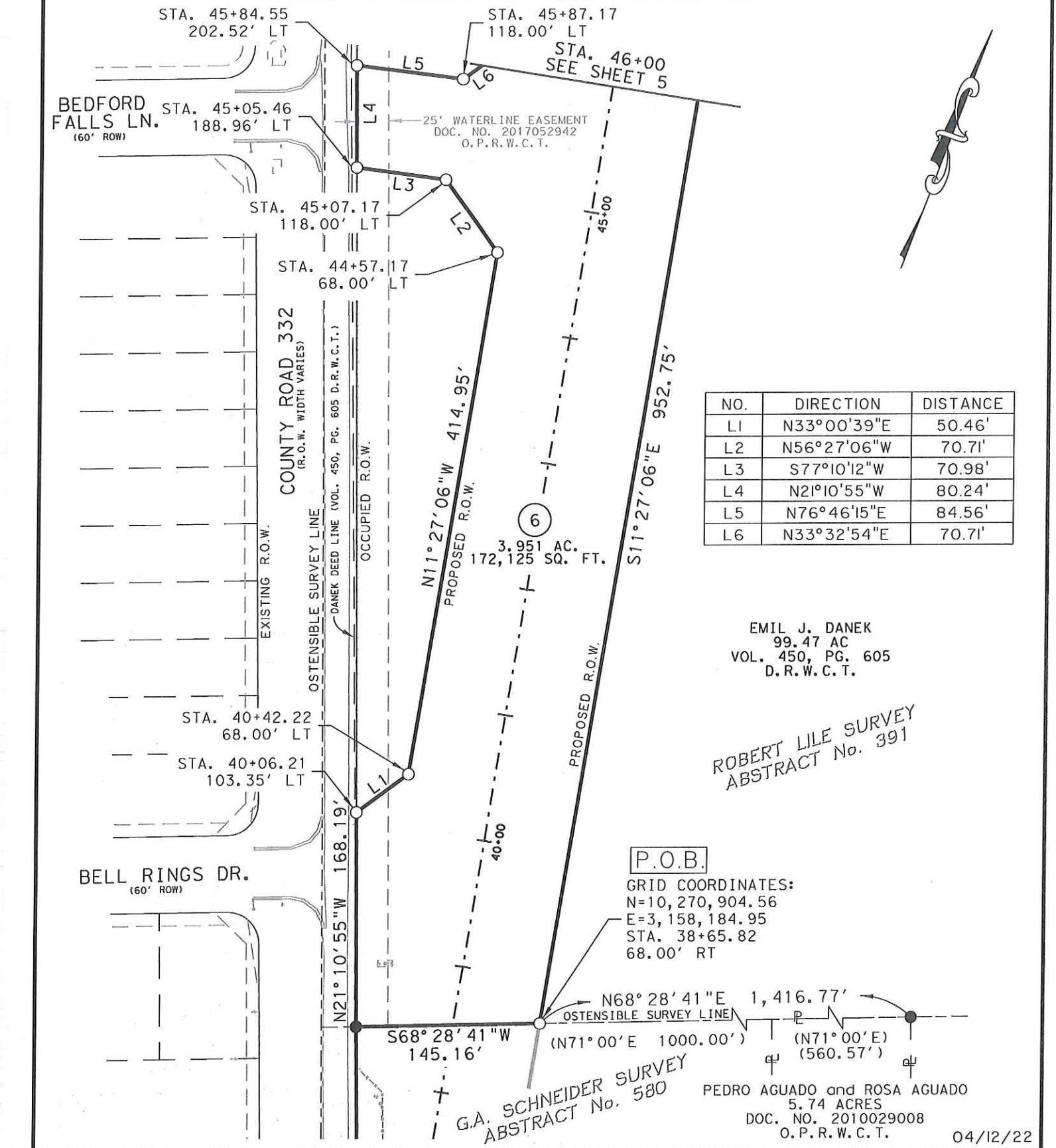
M. Stephen Truesdale Date
Registered Professional Land Surveyor No. 4933
Licensed State Land Surveyor
Inland Geodetics, LLC
Firm Registration No: 100591-00
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681



S:/SEILER-LANKES/CR 332/PARCELS/PARCEL 6-DANEK-ORIG.doc

EXHIBIT " "

PLAT TO ACCOMPANY PARCEL DESCRIPTION



NO.	DIRECTION	DISTANCE
L1	N33°00'39"E	50.46'
L2	N56°27'06"W	70.71'
L3	S77°10'12"W	70.98'
L4	N21°10'55"W	80.24'
L5	N76°46'15"E	84.56'
L6	N33°32'54"E	70.71'

04/12/22

INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF

THE ESTATE OF EMIL J. DANEK A/K/A EMIL JOHN DANEK DECEASED AND DOLLY DANEK

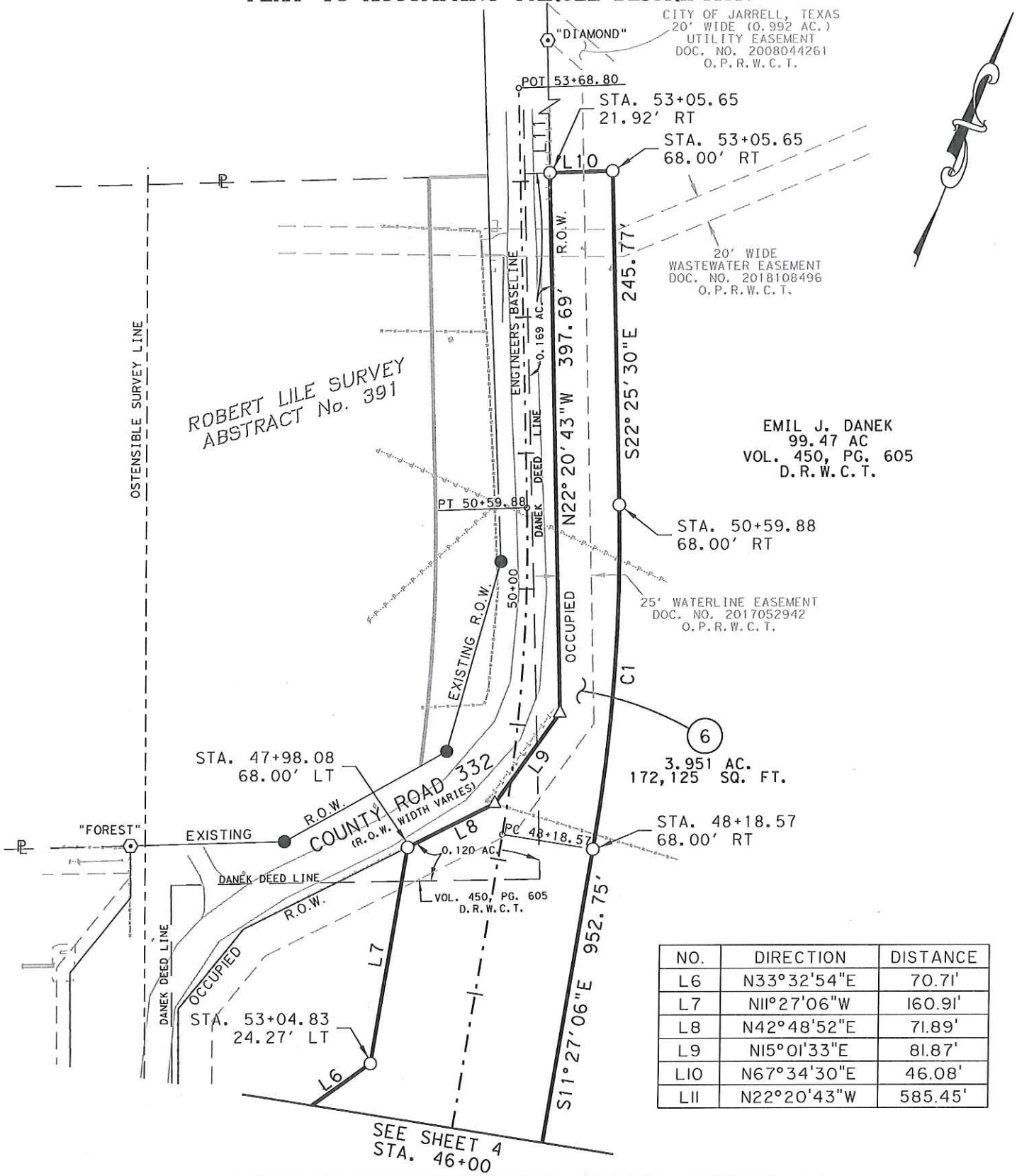
SCALE	PROJECT	COUNTY
1" = 100'	COUNTY ROAD 332	WILLIAMSON

PARCEL 6
3.951 ACRES
172,125 Sq. Ft.

S:\SEILER-LANKES\CR 332\PARCELS\PARCEL 6-DANEK\PARCEL 6-DENEK-PG1.dgn

EXHIBIT " "

PLAT TO ACCOMPANY PARCEL DESCRIPTION



NO.	DIRECTION	DISTANCE
L6	N33°32'54"E	70.71'
L7	N11°27'06"W	160.91'
L8	N42°48'52"E	71.89'
L9	N15°01'33"E	81.87'
L10	N67°34'30"E	46.08'
L11	N22°20'43"W	585.45'

NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	10°58'24"	1,328.00'	254.34'	253.95'	S16°56'18"E

04/12/22

INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF

THE ESTATE OF EMIL J. DANEK A/K/A EMIL JOHN DANEK DECEASED AND DOLLY DANEK

SCALE	PROJECT	COUNTY
1" = 100'	COUNTY ROAD 332	WILLIAMSON

PARCEL 6
3.951 ACRES
172,125 Sq. Ft.

S:\SEILER-LANKES\CR 332\PARCELS\PARCEL 6-DANEK\PARCEL 6-DENEK-PG2.dgn

EXHIBIT " "

PLAT TO ACCOMPANY PARCEL DESCRIPTION

LEGEND

○	IRON ROD WITH ALUMINUM CAP STAMPED "ROW 4933" SET
⊙	IRON ROD WITH PLASTIC OR ALUMINUM CAP FOUND - AS NOTED
●	1/2" IRON ROD FOUND
△	CALCULATED POINT
▲	MAG NAIL FOUND
℄	PROPERTY LINE
	DENOTES COMMON OWNERSHIP
	LINE BREAK

P.O.B.	POINT OF BEGINNING
( )	RECORD INFORMATION
P.R.W.C.T.	PLAT RECORDS WILLIAMSON COUNTY, TEXAS
D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS

1) All bearings shown hereon are based on grid bearing. All distances are surface distances. Coordinates are surface values based on the Texas State Plane Coordinate System, NAD 83, Central Zone.

THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO.GT2100271, ISSUED BY TEXAN TITLE INSURANCE COMPANY, EFFECTIVE DATE JUNE 29, 2022, ISSUE DATE JULY 8, 2022.

10B. EASEMENT TO TEXAS POWER & LIGHT RECORDED IN VOLUME 235, PAGE 155, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CAN NOT BE LOCATED.

C. EASEMENT TO TEXAS POWER & LIGHT RECORDED IN VOLUME 235, PAGE 156, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CAN NOT BE LOCATED.

D. RIGHT OF WAY EASEMENT TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOLUME 291, PAGE 161, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CAN NOT BE LOCATED.

E. RIGHT OF WAY EASEMENT TO JARRELL-SCHWERTNER WATER SUPPLY CORPORATION RECORDED IN VOLUME 524, PAGE 768, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CAN NOT BE LOCATED.

G. RIGHT OF WAY EASEMENT TO JARRELL-SCHWERTNER WATER SUPPLY CORPORATION RECORDED IN DOCUMENT NO. 2005081029, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CAN NOT BE LOCATED.

H. UTILITY EASEMENT TO THE CITY OF JARRELL, TEXAS, RECORDED IN DOCUMENT NO. 2008044261, OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

I. WATER LINE EASEMENT TO LONE STAR REGIONAL WATER AUTHORITY RECORDED IN DOCUMENT NO. 2017052942, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.

J. WASTEWATER LINE EASEMENT TO CITY OF JARRELL, TEXAS, RECORDED IN DOCUMENT NO. 2018108496, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.

K. TEMPORARY CONSTRUCTION EASEMENT TO CITY OF JARRELL, TEXAS, RECORDED IN DOCUMENT NO. 2021066363 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND THAT THE PROPERTY SHOWN HEREON WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION.

M. Stephen Truesdale 3 Aug 2022

M. STEPHEN TRUESDALE DATE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933
LICENSED STATE LAND SURVEYOR
INLAND GEODETICS, LLC
FIRM REGISTRATION NO. 100591-00
1504 CHISHOLM TRAIL ROAD, SUITE 103
ROUND ROCK, TEXAS 78681

STATE OF TEXAS REGISTERED M. STEPHEN TRUESDALE 4933 PROFESSIONAL LAND SURVEYOR

04/12/22

INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF
THE ESTATE OF EMIL J. DANEK
A/K/A EMIL JOHN DANEK
DECEASED AND DOLLY DANEK

SCALE	PROJECT	COUNTY
1" = 100'	COUNTY ROAD 332	WILLIAMSON

PARCEL 6
3.951 ACRES
172,125 Sq. Ft.

S:\SEILER-LANKES\CR 332\PARCELS\PARCEL 6-DANEK\PARCEL 6-DENEK-PG1.dgn

EXHIBIT B
PROPERTY DESCRIPTION FOR PARCEL 6, REMAINDER PART 1

DESCRIPTION OF A 0.856 ACRE (37,278 SQUARE FOOT) PARCEL OF LAND SITUATED IN THE ROBERT LILE SURVEY, ABSTRACT NO. 391 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 99.47 ACRE TRACT DESCRIBED IN DEED WITH VENDERS LIEN TO EMIL J. DANEK RECORDED IN VOLUME 450, PAGE 605 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.856 ACRE (37,278 SQUARE FOOT) PARCEL BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set, having grid coordinates of N=10,271,008.11 E=3,157,989.17, set 103.35 feet left of C.R. 332 baseline station 40+06.21, being the intersection of the proposed westerly Right-of-Way (ROW) line of County Road (C.R.) 332 (variable width ROW), and the existing occupied easterly ROW line of C.R. 332 (variable ROW width), being the westerly line of said 99.47 are tract, for the southwesterly corner and **POINT OF BEGINNING** of the herein described parcel and from which a 1/2" iron rod found being the southwesterly corner of said 99.47 acre tract, same being the northwesterly corner of that called 5.74 acre tract of land described in General Warranty Deed to Pedro Aguado and Rosa Aguado recorded in Document No. 2010029008 of the Official Public Records of Williamson County, Texas bears S 21°10'55" E at a distance of 168.19 feet;

1) **THENCE,** departing said proposed ROW line, with said occupied ROW line, being the westerly line of said 99.47 are tract, **N 21°10'55" W**, for a distance of **506.54** feet an iron rod with aluminum cap stamped "WILLIAMSON COUNTY", set 188.96 feet left of C.R. 332 baseline station 45+05.46, for an angle point;

THENCE, departing said existing occupied ROW line, through the interior of said 99.47 acre tract, with said westerly proposed ROW line, the following 4 (four) courses:

2) **N 77°10'12" E**, for a distance of **70.98** feet to an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 118.00 feet left of C.R. 332 baseline station 45+07.17, for an angle point;

3) **S 56°27'06" E**, for a distance of **70.71** feet to an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 68.00 feet left of C.R. 332 baseline station 44+57.17, for an angle point;

4) **S 11°27'06" E**, for a distance of **414.95** feet to an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 68.00 feet left of C.R. 332 baseline station 40+42.22, for an angle point;

5) **S 33°00'39" W**, for a distance of **50.46** feet to the **POINT OF BEGINNING**, containing 0.856 acres, (37,278 square feet) of land, more or less.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

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

That I, M Stephen Truesdale, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct and that the property described herein was determined by a survey made on the ground under my direct supervision.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

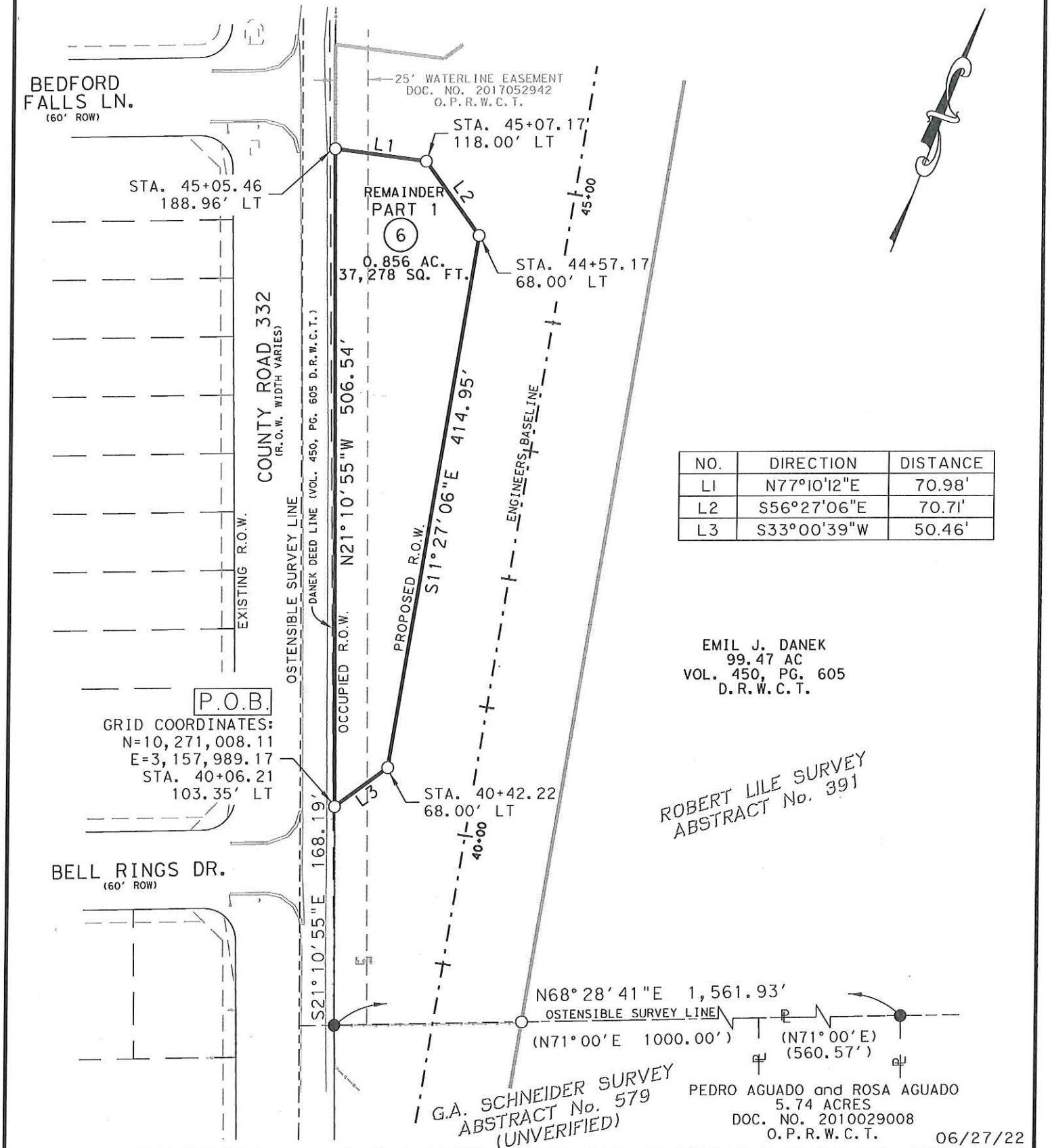
M. Stephen Truesdale 3 Aug 2022

M. Stephen Truesdale Date
Registered Professional Land Surveyor No. 4933
Licensed State Land Surveyor
Inland Geodetics, LLC
Firm Registration No: 100591-00
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681



EXHIBIT " "

PLAT TO ACCOMPANY PARCEL DESCRIPTION



NO.	DIRECTION	DISTANCE
L1	N77°10'12"E	70.98'
L2	S56°27'06"E	70.71'
L3	S33°00'39"W	50.46'

06/27/22

INLAND GEODETICS, LLC
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF

THE ESTATE OF EMIL J. DANEK A/K/A EMIL JOHN DANEK DECEASED AND DOLLY DANEK

SCALE	PROJECT	COUNTY
1" = 100'	COUNTY ROAD 332	WILLIAMSON

REMAINDER
PART 1
PARCEL 6
0.856 ACRES
37,278 Sq. Ft.

S:\SEILER-LANKES\CR 332\PARCELS\PARCEL 6-DANEK\PARCEL 6-DENEK-REMAINDER-PT1.dgn

EXHIBIT " "

PLAT TO ACCOMPANY PARCEL DESCRIPTION

LEGEND

○	IRON ROD WITH ALUMINUM CAP STAMPED "WILLIAMSON COUNTY" SET
⊙	IRON ROD WITH PLASTIC OR ALUMINUM CAP FOUND - AS NOTED
●	1/2" IRON ROD FOUND
△	CALCULATED POINT
▲	MAG NAIL FOUND
℄	PROPERTY LINE
	DENOTES COMMON OWNERSHIP
	LINE BREAK

P.O.B.	POINT OF BEGINNING
( )	RECORD INFORMATION
P.R.W.C.T.	PLAT RECORDS WILLIAMSON COUNTY, TEXAS
D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS

1) All bearings shown hereon are based on grid bearing. All distances are surface distances. Coordinates are surface values based on the Texas State Plane Coordinate System, NAD 83, Central Zone.

THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. GT2100271, ISSUED BY TEXAN TITLE INSURANCE COMPANY, EFFECTIVE DATE JUNE 29, 2022, ISSUE DATE JULY 8, 2022.

10B. EASEMENT TO TEXAS POWER & LIGHT RECORDED IN VOLUME 235, PAGE 155, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CAN NOT BE LOCATED.

C. EASEMENT TO TEXAS POWER & LIGHT RECORDED IN VOLUME 235, PAGE 156, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CAN NOT BE LOCATED.

D. RIGHT OF WAY EASEMENT TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOLUME 291, PAGE 161, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CAN NOT BE LOCATED.

E. RIGHT OF WAY EASEMENT TO JARRELL-SCHWERTNER WATER SUPPLY CORPORATION RECORDED IN VOLUME 524, PAGE 768, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CAN NOT BE LOCATED.

G. RIGHT OF WAY EASEMENT TO JARRELL-SCHWERTNER WATER SUPPLY CORPORATION RECORDED IN DOCUMENT NO. 2005081029, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CAN NOT BE LOCATED.

H. UTILITY EASEMENT TO THE CITY OF JARRELL, TEXAS, RECORDED IN DOCUMENT NO. 2008044261, OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

I. WATER LINE EASEMENT TO LONE STAR REGIONAL WATER AUTHORITY RECORDED IN DOCUMENT NO. 2017052942, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.

J. WASTEWATER LINE EASEMENT TO CITY OF JARRELL, TEXAS, RECORDED IN DOCUMENT NO. 2018108496, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

K. TEMPORARY CONSTRUCTION EASEMENT TO CITY OF JARRELL, TEXAS, RECORDED IN DOCUMENT NO. 2021066363 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND THAT THE PROPERTY SHOWN HEREON WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION.

M. Stephen Truesdale 3 AUG 2022

M. STEPHEN TRUESDALE DATE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933
LICENSED STATE LAND SURVEYOR
INLAND GEODETICS, LLC
FIRM REGISTRATION NO. 100591-00
1504 CHISHOLM TRAIL ROAD, SUITE 103
ROUND ROCK, TEXAS 78681

STATE OF TEXAS
REGISTERED
M. STEPHEN TRUESDALE
4933
PROFESSIONAL
LAND SURVEYOR

06/27/22

INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF
THE ESTATE OF EMIL J. DANEK
A/K/A EMIL JOHN DANEK
DECEASED AND DOLLY DANEK

SCALE	PROJECT	COUNTY
1" = 100'	COUNTY ROAD 332	WILLIAMSON

REMAINDER
PART 1
PARCEL 6
0.856 ACRES
37,278 Sq. Ft.

S:\SEILER-LANKES\CR 332\PARCELS\PARCEL 6-DANEK\PARCEL 6-DENEK-REMAINDER-PT1.dgn

EXHIBIT C
PROPERTY DESCRIPTION FOR PARCEL 6, REMAINDER PART 2

DESCRIPTION OF A 0.481 ACRE (20,930 SQUARE FOOT) PARCEL OF LAND SITUATED IN THE ROBERT LILE SURVEY, ABSTRACT NO. 391 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 99.47 ACRE TRACT DESCRIBED IN DEED WITH VENDERS LIEN TO EMIL J. DANEK RECORDED IN VOLUME 450, PAGE 605 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.481 ACRE (20,930 SQUARE FOOT) PARCEL BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set, having grid coordinates of N=10,271,555.17 E=3,157,777.18, set 202.52 feet left of C.R. 332 baseline station 45+84.55, being the intersection of the proposed westerly Right-of-Way (ROW) line of County Road (C.R.) 332 (variable width ROW), and the existing occupied easterly ROW line of C.R. 332 (variable ROW width), being the westerly line of said 99.47 acre tract, for the southwesterly corner and **POINT OF BEGINNING** of the herein described parcel and from which a 1/2" iron rod found, being the southwesterly corner of said 99.47 acre tract, same being the northwesterly corner of that called 5.74 acre tract of land described in General Warranty Deed to Pedro Aguado and Rosa Aguado recorded in Document No. 2010029008 of the Official Public Records of Williamson County, Texas bears S 21°10'55" E at a distance of 754.97 feet;

THENCE, departing said proposed ROW line, with said occupied ROW line, the following 3 (three) courses:

1) **N 21°10'55" W**, for a distance of **70.78** feet an iron rod with plastic cap stamped "Inland-4933" set 214.48 feet left of C.R. 332 baseline station 46+54.31, for an angle point;

2) **N 18°25'49" E**, for a distance of **75.46** feet to an iron rod with plastic cap stamped "Inland-4933" set 176.88 feet left of C.R. 332 baseline station 47+19.74, for an angle point;

3) **N 42°48'52" E**, for a distance of **134.14** feet to an iron rod with plastic cap stamped "Inland-4933" set 68.00 feet left of C.R. 332 baseline station 47+98.08 in said proposed ROW line, for the most northerly corner;

THENCE, departing said existing occupied ROW line, through the interior of said 99.47 acre tract, with the westerly proposed ROW line, the following (3) three courses:

4) **S 11°27'06" E**, for a distance of **160.91** feet to an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 68.00 feet left of C.R. 332 baseline station 46+37.17, for an angle point;

5) **S 33°32'34" W**, for a distance of **70.71** feet to an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 118.00 feet left of C.R. 332 baseline station 45+87.17, for an angle point;

6) **S 76°46'15" W**, for a distance of **84.56** feet to the **POINT OF BEGINNING**, containing 0.481 acres, (20,930 square feet) of land, more or less.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

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

That I, M Stephen Truesdale, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct and that the property described herein was determined by a survey made on the ground under my direct supervision.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

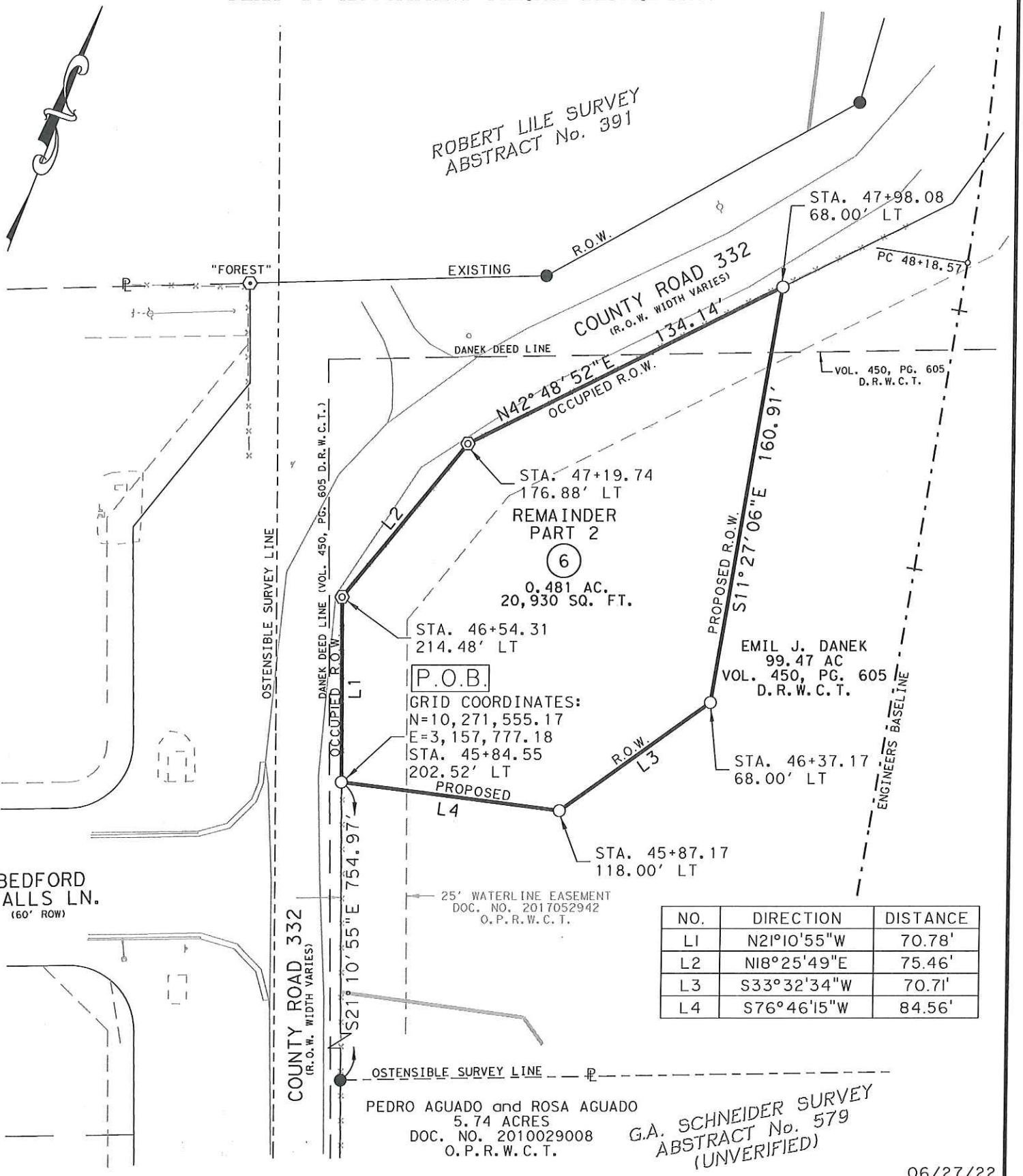
M. Stephen Truesdale 3 AUG 2022

M. Stephen Truesdale Date
Registered Professional Land Surveyor No. 4933
Licensed State Land Surveyor
Inland Geodetics, LLC
Firm Registration No: 100591-00
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681
S:/SEILER-LANKES/CR 332/PARCELS/PARCEL 6-DANEK-REMAINDER-PART 2.doc



EXHIBIT " "

PLAT TO ACCOMPANY PARCEL DESCRIPTION



NO.	DIRECTION	DISTANCE
L1	N21°10'55"W	70.78'
L2	N18°25'49"E	75.46'
L3	S33°32'34"W	70.71'
L4	S76°46'15"W	84.56'

06/27/22

INLAND GEODETICS LLC
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF

THE ESTATE OF EMIL J. DANEK A/K/A EMIL JOHN DANEK DECEASED AND DOLLY DANEK

SCALE	PROJECT	COUNTY
1" = 50'	COUNTY ROAD 332	WILLIAMSON

REMAINDER
PART 2
PARCEL 6
0.481 ACRES
20,930 Sq. Ft.

S:\SEILER-LANKES\CR 332\PARCELS\PARCEL 6-DANEK\PARCEL 6-DENEK-REMAINDER-PT2.dgn

EXHIBIT " "

PLAT TO ACCOMPANY PARCEL DESCRIPTION

LEGEND

◎	IRON ROD WITH PLASTIC CAP STAMPED "INLAND 4933" SET
○	IRON ROD WITH ALUMINUM CAP STAMPED "ROW 4933" SET
⊙	IRON ROD WITH PLASTIC OR ALUMINUM CAP FOUND - AS NOTED
●	I/2" IRON ROD FOUND
△	CALCULATED POINT
▲	MAG NAIL FOUND
℄	PROPERTY LINE
	DENOTES COMMON OWNERSHIP
	LINE BREAK

P.O.B.	POINT OF BEGINNING
( )	RECORD INFORMATION
P.R.W.C.T.	PLAT RECORDS WILLIAMSON COUNTY, TEXAS
D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS

1) All bearings shown hereon are based on grid bearing. All distances are surface distances. Coordinates are surface values based on the Texas State Plane Coordinate System, NAD 83, Central Zone.

THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO.GT2100271, ISSUED BY TEXAN TITLE INSURANCE COMPANY, EFFECTIVE DATE JUNE 29, 2022, ISSUE DATE JULY 8, 2022.

10B. EASEMENT TO TEXAS POWER & LIGHT RECORDED IN VOLUME 235, PAGE 155, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CAN NOT BE LOCATED.

C. EASEMENT TO TEXAS POWER & LIGHT RECORDED IN VOLUME 235, PAGE 156, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CAN NOT BE LOCATED.

D. RIGHT OF WAY EASEMENT TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOLUME 291, PAGE 161, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CAN NOT BE LOCATED.

E. RIGHT OF WAY EASEMENT TO JARRELL-SCHWERTNER WATER SUPPLY CORPORATION RECORDED IN VOLUME 524, PAGE 768, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CAN NOT BE LOCATED.

G. RIGHT OF WAY EASEMENT TO JARRELL-SCHWERTNER WATER SUPPLY CORPORATION RECORDED IN DOCUMENT NO. 2005081029, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CAN NOT BE LOCATED.

H. UTILITY EASEMENT TO THE CITY OF JARRELL, TEXAS, RECORDED IN DOCUMENT NO. 2008044261, OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

I. WATER LINE EASEMENT TO LONE STAR REGIONAL WATER AUTHORITY RECORDED IN DOCUMENT NO. 2017052942, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.

J. WASTEWATER LINE EASEMENT TO CITY OF JARRELL, TEXAS, RECORDED IN DOCUMENT NO. 2018108496, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

K. TEMPORARY CONSTRUCTION EASEMENT TO CITY OF JARRELL, TEXAS, RECORDED IN DOCUMENT NO. 2021066363 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND THAT THE PROPERTY SHOWN HEREON WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION.

M. Stephen Truesdale 3 AUG 2022

M. STEPHEN TRUESDALE DATE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933
LICENSED STATE LAND SURVEYOR
INLAND GEODETICS, LLC
FIRM REGISTRATION NO. 100591-00
1504 CHISHOLM TRAIL ROAD, SUITE 103
ROUND ROCK, TEXAS 78681

STATE OF TEXAS REGISTERED M. STEPHEN TRUESDALE 4933 PROFESSIONAL LAND SURVEYOR

06/27/22

INLAND GEODETICS, LLC
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF
THE ESTATE OF EMIL J. DANEK A/K/A EMIL JOHN DANEK DECEASED AND DOLLY DANEK

SCALE	PROJECT	COUNTY
1" = 50'	COUNTY ROAD 332	WILLIAMSON

REMAINDER
PART 2
PARCEL 6
0.481 ACRES
20,930 Sq. Ft.

S:\SEILER-LANKES\CR 332\PARCELS\PARCEL 6-DANEK\PARCEL 6-DENEK-REMAINDER-PT2.dgn

EXHIBIT D
PROPERTY DESCRIPTION FOR PARCEL 6-WE

DESCRIPTION OF A 0.596 ACRE (25,946 SQUARE FOOT) PARCEL OF LAND SITUATED IN THE ROBERT LILE SURVEY, ABSTRACT NO. 391 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 99.47 ACRE TRACT DESCRIBED IN DEED WITH VENDERS LIEN TO EMIL J. DANEK RECORDED IN VOLUME 450, PAGE 605 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.596 ACRE (25,946 SQUARE FOOT) PARCEL BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set, having grid coordinates of N=10,270,904.56 E=3,158,184.95, set 68.00 feet right of C.R. 332 baseline station 38+65.82 in the proposed easterly Right-of-Way (ROW) line of County Road (C.R.) 332 (variable width ROW), being the southerly boundary line of said 99.47 acre tract, same being the northerly boundary line of that called 5.74 acre tract of land described in General Warranty Deed to Pedro Aguado and Rosa Aguado recorded in Document No. 2010029008 of the Official Public Records of Williamson County, Texas, for the southwesterly corner and **POINT OF BEGINNING** of the herein described parcel;

THENCE, departing said 5.74 acre tract, with said proposed ROW line, through the interior of said 99.47 acre tract, the following (3) three courses:

1) **N 11°27'06" W**, for a distance of **952.75** feet to an iron rod with aluminum cap stamped "WILLIAMSON COUNTY", set 68.00 feet right of C.R. 332 baseline station 48+18.57, for a point of curvature to the left;

2) With said curve to the left having a radius of **1,328.00** feet, a delta angle of **10°58'24",** an arc length of **254.34** feet, and a chord which bears **N 16°56'18" W,** a distance of **253.95** feet an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 68.00 feet right of C.R. 332 baseline station 50+59.88, for point of tangency;

3) **N 22°25'30" W**, for a distance of **90.12** feet to a calculated point 68.00 feet right of C.R. 332 baseline station 51+50.00, for the northwesterly corner of the herein described parcel;

THENCE, departing said proposed ROW line, continuing through the interior of said 99.47 acre tract, with said proposed northerly and easterly ROW line, the following (4) four courses:

4) **N 67°34'30" E**, for a distance of **20.00** feet to a calculated point, for the northeasterly corner of the herein described parcel;

5) **S 22°25'30" E**, for a distance of **90.12** feet to a calculated point, for point of curvature to the right;

6) With said curve to the right having a radius of **1,348.00** feet, a delta angle of **10°58'23",** an arc length of **258.17** feet, and a chord which bears **S 16°56'18" E,** a distance of **257.77** feet a calculated point, for point of tangency;

7) **S 11°27'06" E**, for a distance of **949.20** feet to a calculated point, being the common boundary line of said 5.74 acre tract and said 99.47 acre tract, for the southeasterly corner of the herein described parcel;

8) **THENCE,** with the common boundary line of said 5.74 acre tract and said 99.47 acre tract, **S 68°28'41" W**, for a distance of **20.31** feet to the **POINT OF BEGINNING**, containing 0.596 acres, (25,946 square feet) of land, more or less.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

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

That I, M Stephen Truesdale, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct and that the property described herein was determined by a survey made on the ground under my direct supervision.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

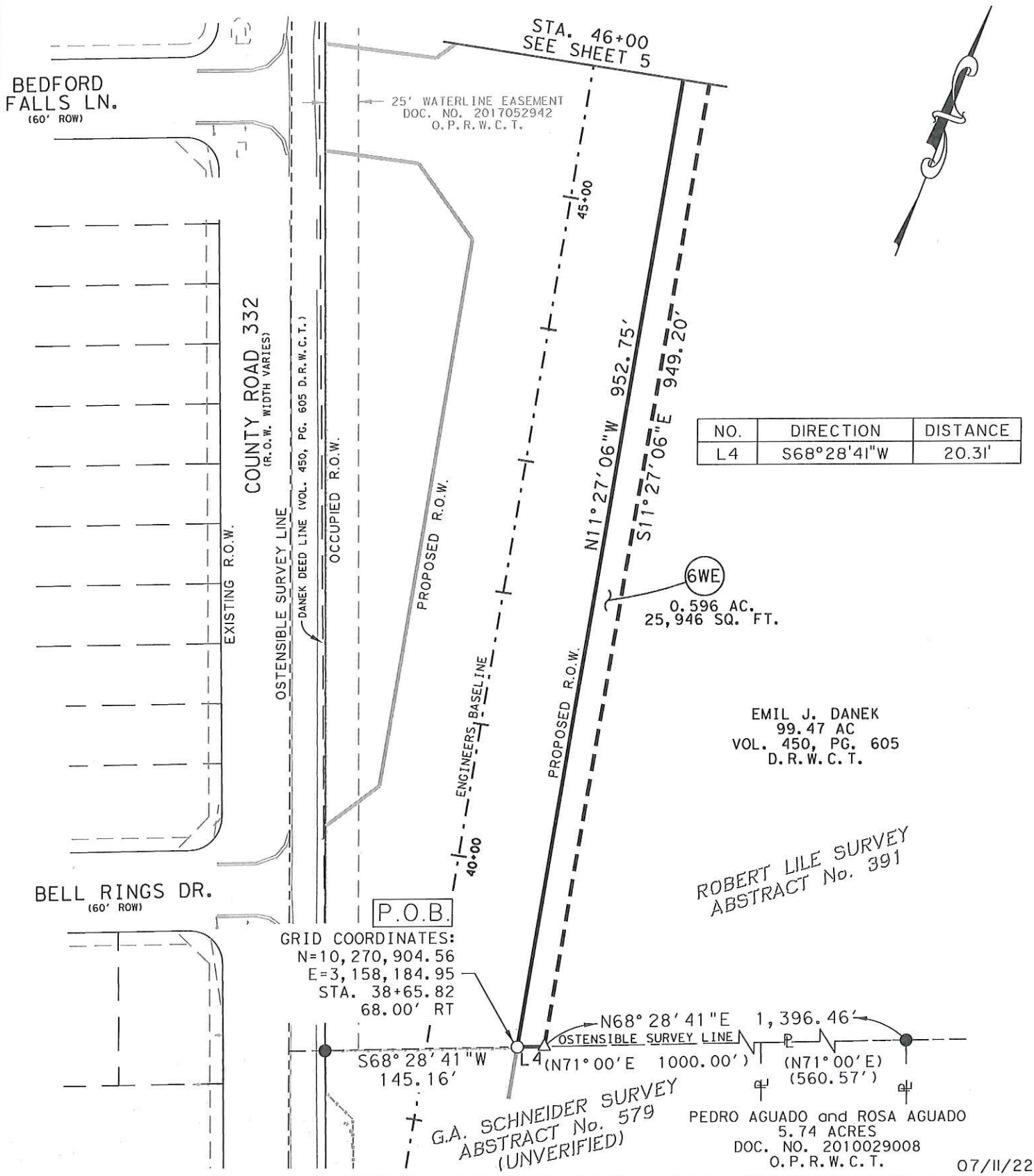
M. Stephen Truesdale 3 AUG 2022

M. Stephen Truesdale Date
Registered Professional Land Surveyor No. 4933
Licensed State Land Surveyor
Inland Geodetics, LLC
Firm Registration No: 100591-00
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681



EXHIBIT " "

PLAT TO ACCOMPANY PARCEL DESCRIPTION



NO.	DIRECTION	DISTANCE
L4	S68°28'41"W	20.31'

07/11/22

INLAND GEODETICS LLC
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF

THE ESTATE OF EMIL J. DANEK A/K/A EMIL JOHN DANEK DECEASED AND DOLLY DANEK

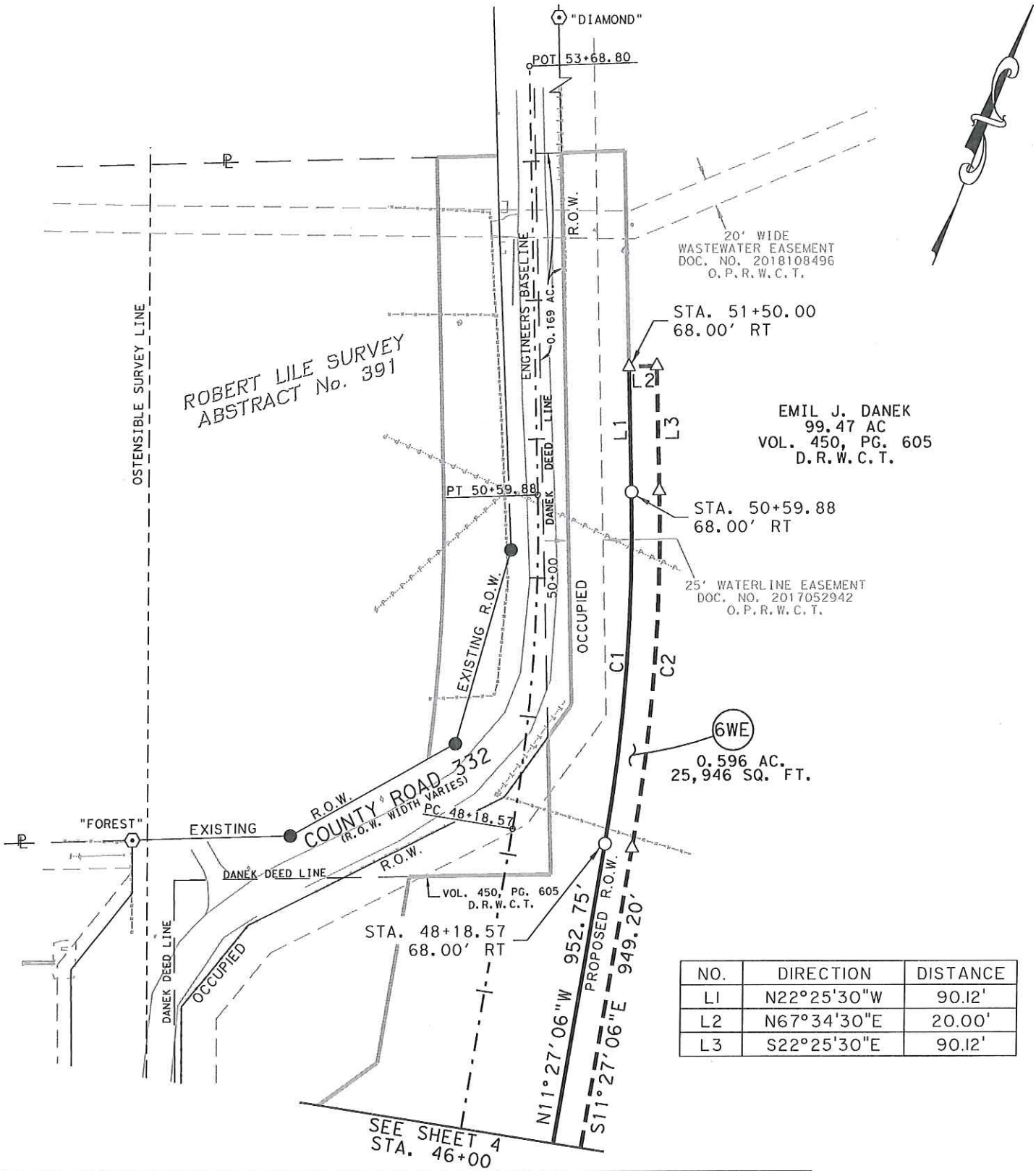
PARCEL 6WE
0.596 ACRES
25,946 Sq. Ft.

SCALE	PROJECT	COUNTY
1" = 100'	COUNTY ROAD 332	WILLIAMSON

S:\SEILER-LANKES\CR 332\PARCELS\PARCEL 6-DANEK\EASEMENT\PARCEL 6-DENEK-PG1-EASEMENT.dgn

EXHIBIT " "

PLAT TO ACCOMPANY PARCEL DESCRIPTION



NO.	DIRECTION	DISTANCE
L1	N22°25'30"W	90.12'
L2	N67°34'30"E	20.00'
L3	S22°25'30"E	90.12'

NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	10°58'24"	1,328.00'	254.34'	253.95'	N16°56'18"W
C2	10°58'23"	1,348.00'	258.17'	257.77'	S16°56'18"E

07/11/22

INLAND GEODETICS
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1504 CHISHOLM TRAIL RD. STE. 103
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PARCEL PLAT SHOWING PROPERTY OF

THE ESTATE OF EMIL J. DANEK A/K/A EMIL JOHN DANEK DECEASED AND DOLLY DANEK

PARCEL 6WE
0.596 ACRES
25,946 Sq. Ft.

SCALE	PROJECT	COUNTY
1" = 100'	COUNTY ROAD 332	WILLIAMSON

S:\SEILER-LANKES\CR 332\PARCELS\PARCEL 6-DANEK\EASEMENT\PARCEL 6-DENEK-PG2-EASEMENT.dgn

EXHIBIT " "

PLAT TO ACCOMPANY PARCEL DESCRIPTION

LEGEND

○	IRON ROD WITH ALUMINUM CAP STAMPED "WILLIAMSON COUNTY" SET	P.O.B.	POINT OF BEGINNING
⊙	IRON ROD WITH PLASTIC OR ALUMINUM CAP FOUND - AS NOTED	( )	RECORD INFORMATION
●	1/2" IRON ROD FOUND	P.R.W.C.T.	PLAT RECORDS WILLIAMSON COUNTY, TEXAS
△	CALCULATED POINT	D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
▲	MAG NAIL FOUND	O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
℄	PROPERTY LINE	O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
	DENOTES COMMON OWNERSHIP		
	LINE BREAK		

1) All bearings shown hereon are based on grid bearing. All distances are surface distances. Coordinates are surface values based on the Texas State Plane Coordinate System, NAD 83, Central Zone.

THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. GT2201069, ISSUED BY TEXAN TITLE INSURANCE COMPANY, EFFECTIVE DATE JULY 13, 2022, ISSUE DATE JULY 25, 2022.

10B. EASEMENT TO TEXAS POWER & LIGHT RECORDED IN VOLUME 235, PAGE 155, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CAN NOT BE LOCATED.

C. EASEMENT TO TEXAS POWER & LIGHT RECORDED IN VOLUME 235, PAGE 156, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CAN NOT BE LOCATED.

D. RIGHT OF WAY EASEMENT TO TEXAS POWER & LIGHT RECORDED IN VOLUME 291, PAGE 161, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CAN NOT BE LOCATED.

E. RIGHT OF WAY EASEMENT TO JARRELL-SCHWERTNER WATER SUPPLY CORPORATION RECORDED IN VOLUME 524, PAGE 768, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CAN NOT BE LOCATED.

G. RIGHT OF WAY EASEMENT TO JARRELL-SCHWERTNER WATER SUPPLY CORPORATION RECORDED IN DOCUMENT NO. 2005081029, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CAN NOT BE LOCATED.

H. UTILITY EASEMENT TO THE CITY OF JARRELL, TEXAS, RECORDED IN DOCUMENT NO. 2008044261, OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

I. WATER LINE EASEMENT TO LONE STAR REGIONAL WATER AUTHORITY RECORDED IN DOCUMENT NO. 2017052942, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

J. WASTEWATER LINE EASEMENT TO CITY OF JARRELL, TEXAS, RECORDED IN DOCUMENT NO. 2018108496, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

K. TEMPORARY CONSTRUCTION EASEMENT TO CITY OF JARRELL, TEXAS, RECORDED IN DOCUMENT NO. 2021066363 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND THAT THE PROPERTY SHOWN HEREON WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION.

M. Stephen Truesdale 3AUG2022

M. STEPHEN TRUESDALE DATE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933
LICENSED STATE LAND SURVEYOR
INLAND GEODETICS, LLC
FIRM REGISTRATION NO. 100591-00
1504 CHISHOLM TRAIL ROAD, SUITE 103
ROUND ROCK, TEXAS 78681

STATE OF TEXAS
REGISTERED
M. STEPHEN TRUESDALE
4933
PROFESSIONAL
LAND SURVEYOR

07/11/22

INLAND GEODETICS, LLC
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1504 CHISHOLM TRAIL RD. STE. 103
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PARCEL PLAT SHOWING PROPERTY OF
THE ESTATE OF EMIL J. DANEK
A/K/A EMIL JOHN DANEK
DECEASED AND DOLLY DANEK

SCALE	PROJECT	COUNTY
1" = 100'	COUNTY ROAD 332	WILLIAMSON

PARCEL 6WE
0.596 ACRES
25,946 Sq. Ft.

S:\SEILER-LANKES\CR 332\PARCELS\PARCEL 6-DANEK\EASEMENT\PARCEL 6-DENEK-PG1-EASEMENT.dgn

Commissioners Court - Regular Session **86.**

Meeting Date: 09/13/2022

SE Loop Segment 2 purchase contract

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action authorizing the county Judge to execute a real estate contract with Jacaruso Holdings LLC to purchase 8.127 acres needed for the SE Loop Segment 2 project (parcel 29). Funding Source: TANS P588

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/08/2022 09:17 AM
Form Started By: Charlie Crossfield		Started On: 09/07/2022 02:19 PM
Final Approval Date: 09/08/2022		

REAL ESTATE CONTRACT
Southeast Loop (Segment 2) Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by and between **JACARUSO HOLDINGS LLC** (referred to in this Contract as "Seller", whether one or more) and **WILLIAMSON COUNTY, TEXAS** (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I
PURCHASE AND SALE

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

> All of that certain 8.127-acre (353,994 square foot) tract of land, out of and situated in the Charles J. Gerlach Survey, Section No. 16 Abstract No. 261, and the Mathias Wilbarger Survey, Section No. 15 Abstract No. 663, Williamson County; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein **(Parcel 28)**;

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements and fixtures situated on and attached to the Property described herein not otherwise retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II
PURCHASE PRICE

Purchase Price

2.01. The Purchase Price for the Property interests described in Exhibit "A" shall be the sum of SIX HUNDRED NINETY THOUSAND TWO HUNDRED EIGHTY-EIGHT and 00/100 Dollars ($690,288.00).

2.01.1. As Additional Compensation for any improvements on the Property, Purchaser shall pay the sum of ONE MILLION EIGHT HUNDRED SEVENTY-EIGHT THOUSAND NINE HUNDRED TWENTY-NINE and 00/100 Dollars ($1,878,929.00).

Payment of Purchase Price

2.02. The Purchase Price shall be payable in cash or other readily available funds at the Closing.

ARTICLE III
PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the Closing).

Miscellaneous Conditions

3.02. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the Closing.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF SELLER

4.01. Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's knowledge:

(a) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than previously disclosed to Purchaser.

(b) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof.

4.02. The Property is being conveyed to Purchaser under threat of condemnation.

ARTICLE V
CLOSING

Closing Date

5.01. The Closing shall be held at the office of Texas National Title Company on or before September 30, 2022, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to Williamson County a duly executed and acknowledged Deed conveying good and indefeasible title in fee simple to all of the Property described in Exhibit "A" free and clear of any and all monetary liens and restrictions, except for the following:

(a) General real estate taxes for the year of closing and subsequent years not yet due and payable.

(b) Any exceptions approved by Purchaser pursuant to Article III hereof; and

(c) Any exceptions approved by Purchaser in writing.

(2) The Deed to Purchaser shall be in the form as shown in Exhibit "B" attached hereto.

(3) Provide reasonable assistance as requested, at no cost to Seller, to cause the Title Company to deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, in Grantee's favor in the full amount of the Purchase Price, insuring Purchaser's contracted interests in and to the permanent interests being conveyed in the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

(a) The boundary and survey exceptions shall be deleted.

(b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and

(c) The exception as to the lien for taxes shall be limited to the year of closing and shall be endorsed "Not Yet Due and Payable".

(4) Deliver to Purchaser possession of the Property.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

(a) Pay the cash portion of the Purchase Price.

Prorations

5.04. General real estate taxes for the then current year relating to the portion of the Property conveyed in fee shall be prorated as of the Closing Date and shall be adjusted in cash at the Closing but shall otherwise remain the obligation of Seller to satisfy. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation. Agricultural roll-back taxes, if any, which directly result from this Contract and conveyance shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

(1) Owner's Title Policy and survey to be paid by Purchaser.

(2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.

(3) All other closing costs shall be paid by Purchaser.

(4) Attorney's fees paid by each respectively.

ARTICLE VI
BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

ARTICLE VII
BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made, then Seller shall receive the amount of $500 as liquidated damages for any failure by Purchaser.

ARTICLE VIII
MISCELLANEOUS

Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

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

Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09 In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10 This Contract shall be effective as of the date it is approved by the Williamson County commissioners' court, which date is indicated beneath the County Judge's signature below.

Counterparts

8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

Contingent Possession and Use Agreement Subject To Seller Occupancy

8.12. Upon completion of (1) the full execution of this Contract by all parties, and (2) acknowledgment by the Title Company of delivery by Purchaser of the full Purchase Price to the Title Company, Purchaser, its agents and contractors shall be permitted at any time after September 1, 2022 to enter and possess the Property prior to Closing for the purpose of completing any and all necessary testing, utility relocation and construction activities associated with the proposed Southeast Loop (Segment 2) improvement construction project of Purchaser, and Seller agrees to make any gate access available to Purchaser, its contractors or utility facility owners as necessary to carry out the purposes of this paragraph. Notwithstanding the foregoing, Seller shall be entitled to continue to occupy and use the Property and all improvements thereon until such time as Seller is fully relocated, but in no event later than December 1, 2022 (subject to any extensions to be granted by Purchaser), and in no event shall Purchaser's use the Property in accordance with this section preclude Buyer's occupancy as described herein. Seller's right of occupancy as described herein shall survive any Closing, subject to the terms of this section. The parties further agree to continue to use diligence in assisting with any title curative measures or mortgage lien release required by the Contract to complete the Closing of the purchase transaction.

[signature page follows]

SELLER:

JACARUSO HOLDINGS, LLC

By: _____

Printed Name: William A Jacaruso

Title: Managing Partner

Date: 8/31/22

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr.
County Judge

Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

Date: _____

EXHIBIT "A"

County: Williamson
Parcel No.: 28
Tax ID: R021373
Highway: Southeast Loop
Limits: From: C.R. 137
To: C.R. 404

May 12, 2022

PROPERTY DESCRIPTION FOR PARCEL 28

DESCRIPTION OF A 8.127 ACRE (353,994 SQ. FT.) TRACT OF LAND LOCATED IN THE CHARLES J. GERLACH SURVEY, SECTION NO. 16, ABSTRACT NO. 261, AND THE MATHIAS WILBARGER SURVEY, SECTION NO. 15, ABSTRACT NO. 663, WILLIAMSON COUNTY, TEXAS, BEING ALL OF A CALLED 8.123 ACRE TRACT OF LAND, DESCRIBED IN A DEED TO JACARUSO HOLDINGS LLC, RECORDED AUGUST 22, 2017 IN DOCUMENT NO. 2017078585, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.); SAID 8.127 ACRE (353,994 SQ. FT.) TRACT, AS SHOWN ON A PLAT PREPARED BY SAM, LLC, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2-inch iron rod found 512.15 feet right of Southeast Loop Engineer's Centerline Station (E.C.S.) 196+54.13 on the existing east right-of-way line of C.R. 137, a variable width right-of-way, no record information found, for the southwest corner of a called 8.116 acre tract described in a deed to Williamson County, Texas, recorded in Document No. 2021164977, O.P.R.W.C.TX., from which a 1/2-inch iron rod with a plastic cap stamped "DIAMOND SURVEY" found, for the northwest corner of a called 4.975 acre tract of land, described in a deed to Pure Land Buddhist Temple, recorded in Document No. 2018084618, O.P.R.W.C.TX., bears S 82°27'41" E, a distance of 7.65 feet;

THENCE N 07°56'47" E, with the existing east right-of-way line of said C.R. 137, passing at a distance of 196.12 feet a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set , and continuing for a total distance of 337.15 feet to a 3/4-inch iron pipe found 175.02 feet right of Southeast Loop E.C.S 196+57.61 (Surface Coordinates: N=10,585,094.89, E=3,173,574.23), for the northwest corner of said 8.116 acre tract, also being the southwest corner and the **POINT OF BEGINNING** of the tract described herein;

1) **THENCE** N 07°58'06" E, continuing with the existing east right-of-way line of said C.R. 137, a distance of 337.79 feet to a 1/2-inch iron rod with a plastic cap stamped "DIAMOND SURVEY" found 162.75 feet left of Southeast Loop E.C.S 196+61.23, for the southwest corner of a called 16.747 acre tract of land, described in a deed to Simon Homes, Inc., recorded in Document No. 2021078546, O.P.R.W.C.TX., same being the northwest corner of said 8.123 acre tract and the tract described herein;

2) **THENCE** S 82°22'33" E, departing the existing east right-of-way line of said C.R. 137, with the common line of said 16.747 acre tract and said 8.123 acre tract, a distance of 1,046.35 feet to a 1/2-inch iron rod found 157.83 feet left of Southeast Loop E.C.S 207+07.56 on the common line of said 8.123 acre tract and a called 20.92 acre tract of land, described in a deed to Bland B. Davis, Jr. and Susan J. Davis, husband and wife, recorded in Document No. 9658603, Official Records of Williamson County, Texas (O.R.W.C.TX.), for the southeast corner of said 16.747 acre tract, same being the northeast corner of said 8.123 acre tract and the tract described herein;

3) **THENCE** S 07°37'27" W, departing the common line of said 8.123 acre tract and said 16.747 acre tract, with the common line of said 20.92 acre tract and said 8.123 acre tract, a distance of 338.19 feet to a 1/2-inch iron rod found 180.35 feet right of Southeast Loop E.C.S 207+05.97, for the northeast corner of said 8.116 acre tract, same being the southeast corner of said 8.123 acre tract and of the tract described herein;

EXHIBIT "A"

County: Williamson
Parcel No.: 28
Tax ID: R021373
Highway: Southeast Loop
Limits: From: C.R. 137
To: C.R. 404

4) **THENCE** N 82°21'14" W, departing the common line of said 8.123 acre tract and said 20.92 acre tract, with the common line of said 8.116 acre tract and said 8.123 acre tract, a distance of 1,048.37 feet to **POINT OF BEGINNING**, and containing 8.127 acres (353,994 sq. ft.) of land, more or less.

This property description is accompanied by a separate plat of even date.

Bearing Basis:
All bearings shown are based on NAD83/2011/NADV88 Texas Coordinate System, Central Zone. All distances shown are surface and may be converted to grid by dividing by a Surface Adjustment Factor of 1.00012352. All coordinated shown are in surface and may be converted by dividing by the same factor. Project units are in U.S. Survey Feet.

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TRAVIS §

That I, Scott C. Brashear, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on the date shown below.

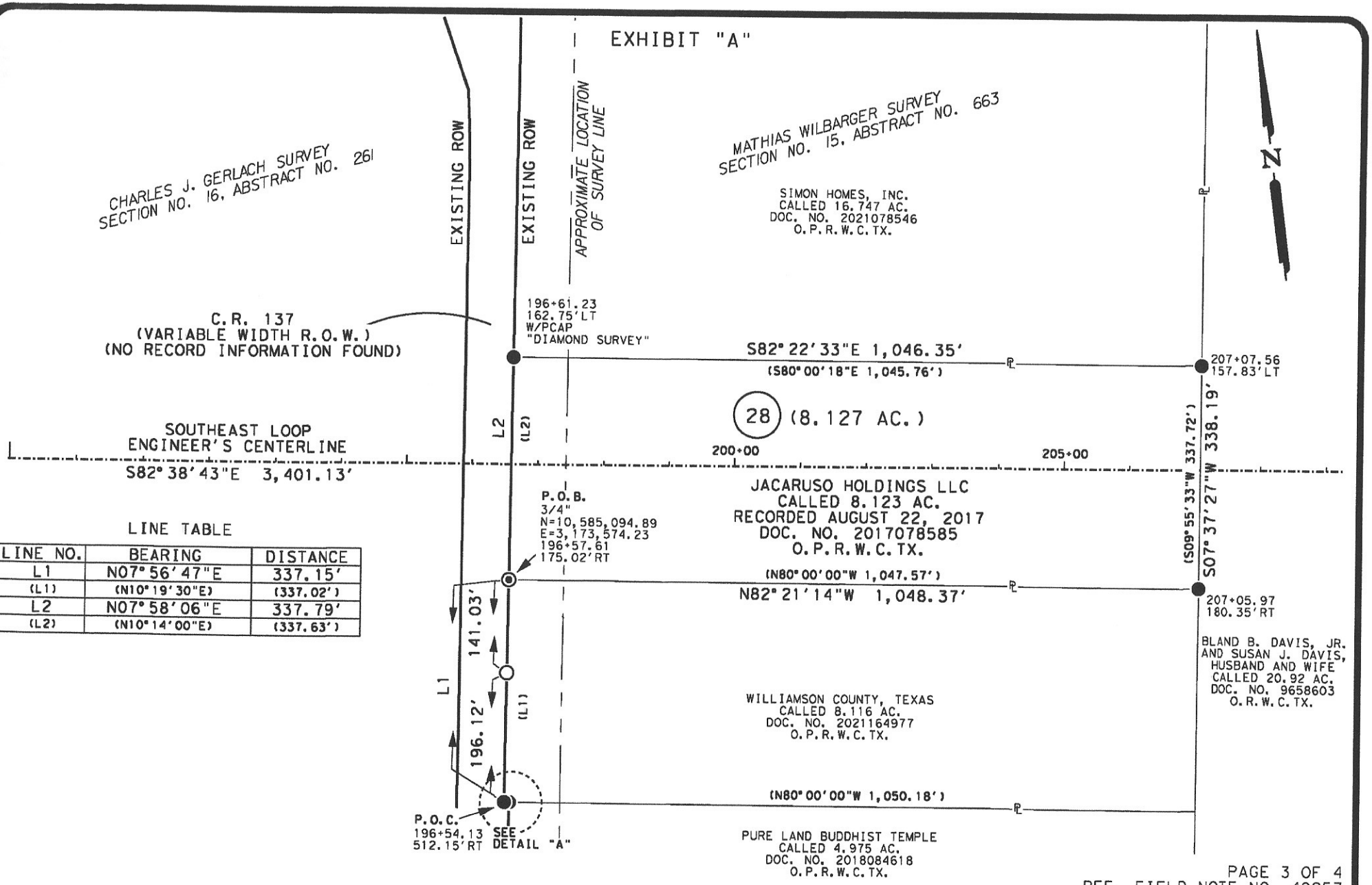
Preliminary

05/12/2022 10:58:28 AM

Scott C. Brashear Date
Registered Professional Land Surveyor
No. 6660 – State of Texas

SURVEYING AND MAPPING, LLC
4801 Southwest Pkwy
Building Two, Suite 100
Austin, Texas 78735
TX. Firm No. 10064300

EXHIBIT "A"



LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	N07°56'47"E	337.15'
(L1)	(N10°19'30"E)	(337.02')
L2	N07°58'06"E	337.79'
(L2)	(N10°14'00"E)	(337.63')

200 0 100 200

GRAPHIC SCALE
SCALE: 1" = 200'
WILLIAMSON COUNTY, TEXAS

REF. FIELD NOTE NO. 49257

FILE:\\saminc\AUS\PROJECTS\1021061125\100\Survey\03Exhibits\28\PLAT\01\P-28.dgn

EXISTING	*8.127 AC.	ACQUIRE	8.127 AC.	REMAINING	0.000 AC.

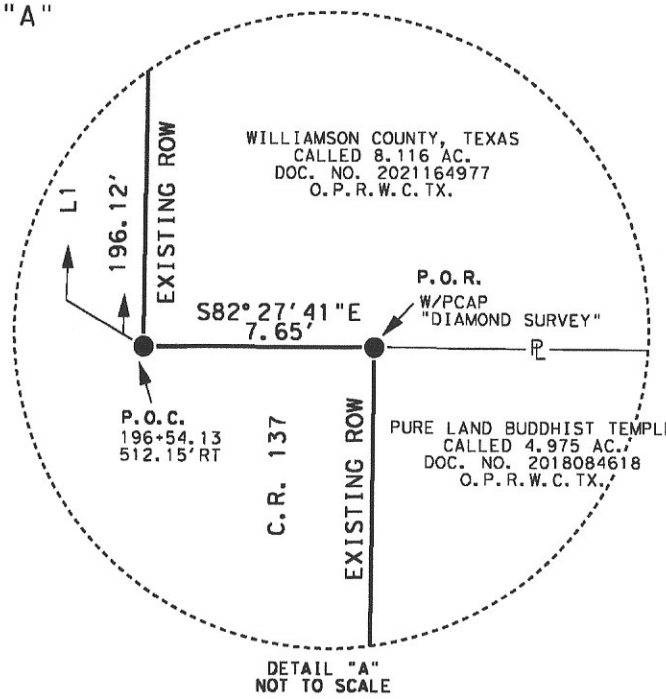
SAM™
4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
JACARUSO HOLDINGS LLC
TAX ID: R021373
PARCEL 28
8.127 AC. (353,994 SQ. FT.)

LEGEND

○	5/8" IRON ROD SET WITH ALUMINUM CAP STAMPED "WILLIAMSON COUNTY"
●	1/2" IRON ROD FOUND UNLESS NOTED
⬡	FENCE POST (TYPE NOTED)
■	TYPE I CONCRETE MONUMENT FOUND
▣	TXDOT TYPE II BRONZE DISK IN CONCRETE FOUND
◉	1/2" IRON PIPE FOUND UNLESS NOTED
▲	80D NAIL FOUND
⊕	MAGNAIL FOUND
●	SPINDLE FOUND
✖	RAILROAD TIE
△	CALCULATED POINT
℄	PROPERTY LINE
( )	RECORD INFORMATION
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCING
P.O.R.	POINT OF REFERENCE
N.T.S.	NOT TO SCALE
D.R.W.C.TX.	DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
O.R.W.C.TX.	OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.TX.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
—∿—	DISTANCE NOT TO SCALE
————	DEED LINE (COMMON OWNERSHIP)

EXHIBIT "A"



NOTES:

1. ALL BEARINGS SHOWN ARE BASED ON NAD83/2011/NAVD88 TEXAS COORDINATE SYSTEM, CENTRAL ZONE. ALL DISTANCES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A SURFACE ADJUSTMENT FACTOR OF 1.00012352. ALL COORDINATES SHOWN ARE IN SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY THE SAME FACTOR. PROJECT UNITS ARE IN U.S. SURVEY FEET.
2. THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF TITLE REPORT, THERE MAY BE EASEMENTS OR OTHER MATTERS, RECORDED OR UNRECORDED, THAT ARE NOTSHOWN.
3. SOUTHEAST LOOP ENGINEER'S CENTERLINE ALIGNMENT DERIVED FROM JOHNSON, MIRMIRAN & THOMPSON, INC. SCHEMATIC RECEIVED BY SAM, LLC. IN OCTOBER, 2021.
4. THIS PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.

* AREA CALCULATED BY SAM, LLC.

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION AND THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

REF. FIELD NOTE NO. 49257

FILE:\\saminc\AUS\PROJECTS\1021061125\100\Survey\03Exhibits\28\PLAT\01\P-28.dgn

Preliminary

05/12/2022 11:11:49 AM

SCOTT C. BRASHEAR
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6660, STATE OF TEXAS

DATE

EXISTING	*8.127 AC.	ACQUIRE	8.127 AC.	REMAINING	0.000 AC.

SAM™
4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
JACARUSO HOLDINGS LLC
TAX ID: R021373
PARCEL 28
8.127 AC. (353,994 SQ. FT.)

Exhibit "B"

Parcel 28

DEED

Southeast Loop (Segment 2) Right of Way

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:

That **JACARUSO HOLDINGS LLC** hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto **WILLIAMSON COUNTY, TEXAS**, all that certain tract or parcel of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows (the "Property"):

> All of that certain 8.127-acre (353,994 square foot) tract of land, out of and situated in the Charles J. Gerlach Survey, Section No. 16 Abstract No. 261, and the Mathias Wilbarger Survey, Section No. 15 Abstract No. 663, Williamson County; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein **(Parcel 28)**;

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the Property, to wit: NONE

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record;

Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show;

Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances)

presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas and other minerals in and under the land described in Exhibit "A" herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County, Texas or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land described in Exhibit "A" for the construction and maintenance of Southeast Loop.

TO HAVE AND TO HOLD the property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Williamson County, Texas and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Williamson County, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

The Property described in Exhibit "A" of this deed is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the 31 day of August, 2022.

[signature page follows]

GRANTOR:

JACARUSO HOLDINGS, LLC

By: _____

Name: William A Jacaruso

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF Williamson §

This instrument was acknowledged before me on this the 31 day of august, 2022 by William Jacaruso in the capacity and for the purposes and consideration recited therein.

JESSICA BORREGO
Notary ID #133340758
My Commission Expires
September 20, 2025

_____
Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

Sheets & Crossfield, PLLC
309 East Main
Round Rock, Texas 78664

GRANTEE'S MAILING ADDRESS:

Williamson County, Texas
Attn: County Auditor
710 Main Street, Suite 101
Georgetown, Texas 78626

AFTER RECORDING RETURN TO:

Commissioners Court - Regular Session **87.**

Meeting Date: 09/13/2022

Amendment to Pass Thru Agreement with TXDOT

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 authorizing the county Judge to execute an Amendment to Pass Through Agreement for Payment of Pass-Through Tolls by the Department with the Texas Department of Transportation terminating the original agreement to reimburse costs to construct improvements on FM 1660 (CR 134 to CR 101).

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Amendment

Original Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/08/2022 10:18 AM
Form Started By: Charlie Crossfield		Started On: 09/08/2022 10:11 AM
Final Approval Date: 09/08/2022		

Contract No.: PT 2005-005-01
CSJ No. 0015-08-122,0204-02-027,0204-04-040,0204-04-042,1566-01-009, 2211-01-023,0151-04-063
Federal Highway Administration
CFDA Title:_____
CFDA No.:_____
Not Research and Development

STATE OF TEXAS §

COUNTY OF TRAVIS §

AMENDMENT TO PASS-THROUGH AGREEMENT FOR PAYMENT OF PASS-THROUGH TOLLS BY THE DEPARTMENT

Amendment No. 3

THIS AMENDMENT is made by and between the State of Texas, acting through the Texas Department of Transportation (the "Department"), and Williamson County (the "Developer"), and becomes effective when fully executed by both parties.

BACKGROUND

The Department and the Developer executed a contract on February 22, 2006 under which the Department is obligated to make certain pass-through payments to the Developer as reimbursement for the costs to construct improvements to US 79 (Hutto to CR 402); FM 1660 (CR 134 to CR 101); SH 29/IH 35 interchange; US 79 (East of Taylor to County Line); US 183 (San Gabriel River to SH 29); and FM 2338 (FM 3405 to Ronald Reagan Blvd) (all together "the Project").

The Department and the Developer executed an amendment on October 23, 2007, to modify Attachment D, Environmental Studies and Mitigation.
The Department and the Developer executed an amendment on April 15, 2010, to modify Article 11; Attachment B, Project Description and Scope of Work; and Attachment C, Budget.

Pursuant to Section 11(b) of the Agreement, the Department shall reimburse the Developer no more than **$150,462,000.00** after the Project as a whole is substantially complete and all highway improvements are open to the public.

In accordance with Section 11(a) of the Agreement, the Department has reimbursed the Developer a total of $124,153,000.00 for the following projects that are substantially complete and open to the public: US 79 (Hutto to CR 402); SH 29/IH 35 interchange; US 79 (East of Taylor to County Line); US 183 (San Gabriel River to SH 29); and FM 2338 (FM 3405 to Ronald Reagan Blvd).

As of the date of this Amendment No. 3, the Developer has not commenced construction of FM 1660 (CR 134 to CR 101) consisting of CSJ number 1566-01-009 and 1566-02-020.

Under Section 15 of the Agreement, the Department and the Developer may terminate the Agreement in writing by mutual consent.

The Department and the Developer have determined that it is in the best interest of the parties to terminate the Agreement.

Pursuant to a _____ dated _____, the Developer authorized the execution of this Amendment No. 3 and the termination of the Agreement.

AGREEMENT

The Department and the Developer agree that the contract is amended as follows:

1. Description of Amended Items

a. Termination
Upon execution by both parties, all the Department's payment obligations under the Agreement shall be satisfied in full and the Agreement shall be terminated.

b. Survival of Terms and Conditions
The termination of the Agreement, as set forth in this Amendment No. 3, shall not release either party from any liabilities or obligations set forth in the Agreement that the parties have expressly agreed shall survive any such termination, if any, or by their nature, would be intended to be applicable following any such termination. The parties expressly agree that the following terms and conditions survive the termination of the Pass-Through Agreement:

1. Section 19. Ownership of Property;

3. Section 25. Hold Harmless;

4. Section 33. Inspection of Books and Records; and

5. Section 34. Office of Management and Budget (OMB) Audit Requirements.

2. Signatory Warranty
Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

THIS AMENDMENT IS EXECUTED by the Department and the Developer in duplicate.

THE DEPARTMENT	**THE DEVELOPER**
Signature	Signature
Brian R. Barth Deputy Executive Director	Bill Gravell Jr. Williamson County Judge
Typed or Printed Name and Title	Typed or Printed Name and Title
Date	Date

STATE OF TEXAS §

COUNTY OF TRAVIS §

PASS-THROUGH TOLL AGREEMENT

THIS AGREEMENT is entered between the State of Texas and the Developer under Transportation Code, §222.104.

Contracting Parties:

The Department: The Texas Department of Transportation

The Developer: Williamson County

BACKGROUND

Texas Transportation Code, §201.103, authorizes the Department to plan and to make policies for the location, construction, and maintenance of a comprehensive system of state highways and public roads. Transportation Code, §222.104, authorizes the Department to enter into pass-through toll agreements for the purpose of improving the state highway system. The Texas Transportation Commission has implemented this provision by enacting rules to be found at 43 TAC Chapter 5, Subchapter E. On March 31, 2005, the Texas Transportation Commission passed Minute Order 11003, authorizing Williamson County to construct improvements to US 79, FM 1660, IH 35/SH 29, US 183, and FM 2338. On October 27, 2005, the Texas Transportation Commission passed Minute Order 110276, authorizing the Department to enter a pass-through toll agreement with the Developer. The governing body of the Developer has authorized entering into this agreement by resolution or ordinance. **Attachment A** (Location Map), **Attachment B** (Project Description and Scope of Work), **Attachment C** (Budget), ***Attachment D** (Project Implementation), are attached to and incorporated by reference in this agreement. The highway improvements described in **Attachment B** are referenced in this agreement as the Project.

AGREEMENT

1. **Effective Date**
   This agreement becomes effective when signed by the last party whose signing makes the agreement fully executed.

2. **Amendments**

   Amendments to this agreement must be in writing and executed by both parties.

3. **Scope of Work**

   The scope of work for the Project as approved by the Texas Transportation Commission consists of constructing the improvements to US 79, FM 1660, IH 35/SH 29, US 183, and FM 2338. The scope of work is described in more detail in **Attachment B**, which is attached to and incorporated by reference in this agreement. The improvements listed in **Attachment B** will be referenced in this agreement as the Project.

4. Sources and Uses of Funds

a. The total estimated cost of the Project is shown in **Attachment C**, which is attached to and incorporated by reference in this agreement. **Attachment C** includes expected cash contributions from each source of funding. The Department will pay for only those Project costs that have been approved by the Texas Transportation Commission.
b. The Department is responsible only for securing the funding specifically identified as the responsibility of the Department on **Attachment C** and will make that funding available to the Developer as set forth in **Attachment C**. Unless this agreement is amended, the Department will not be responsible for any funding in excess of the maximum identified on **Attachment C**.
c. The Developer shall be responsible for all costs associated with the Project that are not shown as the responsibility of the Department. The Developer shall be responsible for all overruns in excess of the estimated cost shown in **Attachment C** unless this agreement is amended.
d. The Department may audit the Project at any time in good faith for the purpose of ensuring compliance with the provisions of this agreement. Upon completion of the Project, the Department or an independent auditor approved by the Department, at the Department's option, may perform an audit of the Project costs. Any funds due to the Developer, the Department, or others shall be paid by the owing party within thirty (30) days after notification that funds are due.
e. The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

5. Environmental Studies and Mitigation

Development of the Project shall comply with all applicable federal and state environmental laws, including the National Environmental Policy Act of 1969, the National Historic Preservation Act of 1966, the Clean Water Act, the Endangered Species Act, 43 TAC §2.50, and Natural Resources Code, Chapter 191.

a. The Developer is responsible for the identification and assessment of any environmental issues associated with the development of the Project to the extent permitted by 43 TAC §2.50 and 23 CFR Part 771. The Department and FHWA will independently evaluate all environmental documents and will fulfill all responsibilities assigned to them by 23 CFR Part 771.
b. Unless otherwise specified in **Attachment D** and except to the extent that the Department will have already met environmental requirements on the date this agreement is executed, the Developer is responsible for the cost of all environmental permitting, mitigation, remediation, and compliance.
c. Unless otherwise specified in **Attachment D**, the Developer is responsible for providing for all public meetings and public hearings required for development of the environmental decision; for preparation of the public meeting and public hearing summary and analysis; for comment and response reports; and for certifying that a

hearing has been held in accordance with 43 TAC §2.43, the Civil Rights Act of 1964, and the Civil Rights Restoration Act of 1987. Public hearings will be held in compliance with all applicable federal and state laws. Public hearings may not be held before environmental document approval is received or before approval of the schematic for any highway improvement that is part of the Project.

d. The Developer is responsible for the preparation of all documents required for the environmental clearance of the Project.
e. The Developer shall provide the Department with final drafts of all necessary requests for permits, reports, and findings relating to the Natural Resources Code, Chapter 191, and Section 106 of the National Historic Preservation Act, and the Department is responsible for making all necessary filings with the appropriate agencies. The Department is responsible for all coordination under those acts and will provide copies of that coordination to the Developer. The Developer is responsible for obtaining all other permits and is responsible for obtaining all permits and approvals resulting from changes that occur after environmental approval is first obtained, except as otherwise required by law or by agreement between the Department and a state or federal agency. The Department is responsible for obtaining those approvals in accordance with law or with the Department's agreements with those agencies.
f. Before construction is begun, the Developer shall provide the Department with written certification and documentation showing that all required environmental permits, issues, and commitments have been or will be completed. The Developer will provide the Department with copies of all permit applications and approvals from each regulatory agency with environmental jurisdiction over the Project.
g. All environmental reports and findings shall comply with the latest version of the Department's manuals. The Developer shall provide the Department with physical and electronic copies of all environmental documentation in a format approved by the Department.

6. Right of Way and Real Property

a. The Developer is responsible for the provision and acquisition of any needed right of way or real property to be placed in the State's name. The Developer shall also secure and provide the Department with easements over any other land in addition to normal highway right of way as indicated on the right of way map. This property is referenced in this agreement as New Right of Way.
b. Except as otherwise authorized by applicable state and federal policy and regulations for early acquisition, the Developer shall not proceed with the acquisition of the required right of way until the public involvement and environmental clearance procedures have been completed and right of way maps and field notes have been prepared. To the extent authorized by applicable state and federal policy and regulations for early acquisition and entirely at its own risk, the Developer may proceed with the acquisition of the required right of way before the public involvement and environmental clearance procedures have been completed and right of way maps and field notes have been prepared.
c. The Developer must comply with all applicable state and federal laws, regulations, policies, and procedures including the requirements of the Right of Way Manual Collection of the Department's Online Manual System and Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. §4601 et seq. Documentation to support compliance must be maintained. The Developer must obtain advance approval from the Department for any variance in

established procedures. The Department's executive director may exercise discretion in authorizing an alternative procedure if it is sufficient to discharge the Department's responsibilities for acquiring real property.

d. The Developer is responsible for any required relocation assistance along the route of the New Right of Way covered by this agreement, as may be determined to be eligible under the relocation assistance program. The relocation assistance plan must provide reasonable time frames for orderly relocation of residents and businesses on the Project. All costs associated with the relocation assistance, including payments to displacees, will be assumed by the Developer.
e. The Department may monitor and audit the Developer's acquisition of right of way on the Project at any time. On request, the Developer shall furnish the Department with satisfactory proof of compliance with applicable state and federal laws, regulations, policies, and procedures. If the Department determines that right of way maps, field notes, parcel plats, appraisals, access designations, acquisition documentation, relocation assistance benefits, or any other acquisition requirement is not in compliance with this agreement, the Developer shall take all necessary steps to achieve compliance. The cost for additional work to achieve compliance shall be borne by the Developer.
f. The Department will reimburse the Developer for right of way and real property in an amount proportional to its allocated share as reflected on **Attachment C**.

7. Utilities

If the required right of way encroaches on existing utilities and the Project requires their adjustment, removal, or relocation, the Developer shall be responsible for determining the scope of utility work and notifying the appropriate utility company to schedule adjustments. The Developer shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable state and federal laws, regulations, rules, policies, and procedures, including Transportation Code, §203.092 (Reimbursement for Relocation of Utility Facilities), 43 TAC §15.55 (Construction Cost Participation); 43 TAC §21.21 (State Participation in Relocation, Adjustment, and/or Removal of Utilities); and 43 TAC §21.31 et seq. (Utility Accommodation). The Developer shall be responsible for all costs associated with additional adjustment, removal, or relocation during the construction of the Project unless this work is provided by the owners of the utility facilities or specified in separate agreements with the Austin District. Before construction on a segment of the Project is begun, a utility certification must be made available to the Department stating the status of all utility adjustments and the expected date when all utilities will be adjusted.

8. Engineering Services

The Developer has responsibility for the performance of architectural and engineering services, including the responsibility of ensuring that all environmental permits, issues, coordination, mitigation, and commitments are adequately addressed in design of the Project and carried out during construction of the Project. The engineering plans shall be developed in accordance with the latest version of the Department's manuals. The Department's executive director may exercise discretion in authorizing alternative criteria or granting exceptions to this requirement on a case-by-case basis if a particular criterion could not reasonably be met because of physical, environmental, or other relevant factors and if the proposed design is a prudent engineering solution. The Project shall comply with all federal requirements including those cited in 23 CFR Part 172 and those relating to

participation by disadvantaged business enterprises, the Americans with Disabilities Act, and environmental matters. Professional services shall be procured in compliance with Government Code Chapter 2254, Subchapter A. Unless an exception is granted by the Department, access to the facility shall be in compliance with the Department's access management policy.

9. Construction Responsibilities

a. The Developer shall advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders, which may become necessary after the award of the construction contract. The bidding process must be competitive and must comply with all applicable federal and state laws. The Project must be authorized by the Department before it is advertised for letting. The Project must also be authorized by FHWA before it is advertised for letting.

b. The Developer has the responsibility of overseeing all construction operations, including the responsibility of ensuring that all environmental permits, issues, coordination, mitigation, and commitments are adequately addressed, of assessing potential environmental effects of contract revisions, and of obtaining environmental permits, issues, coordination, mitigation, and commitments that may be required by contract revisions. The Developer shall hire a third party firm, approved by TxDOT Austin District, to provide independent QA/QC during construction. Contract revisions shall comply with the latest version of all national and state administrative criteria and manuals. No contract revision may be made without the prior written approval of the Department's executive director if it would affect prior environmental approvals, significantly revise the scope of the Project or the geometric design, or change the cost to the Department. Procedures governing approval are contained in **Attachment D**.

c. When the Project is complete, the Developer shall issue and sign a "Notification of Completion" acknowledging the Project's construction completion. Within six months after the Project is complete, the Developer shall file with the Department a set of as-built plans that incorporate any contract revisions. These plans shall be signed, sealed, and dated by a professional engineer licensed in Texas, who shall certify that the Project was constructed in accordance with the plans and specifications.

d. The parties to this agreement shall comply with federal construction requirements cited in 23 CFR Part 635 and with requirements cited in 23 CFR Part 633, and shall include the latest version of Form FHWA-1273 in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR 635, Part B.

e. The Department may audit the construction process at any time to ensure that the Developer is complying with this agreement and that the Developer is providing adequate inspection of construction. The Department may conduct its own inspection of construction at any time. Any deficiencies noted shall be reported to the Developer and shall be corrected by the Developer.

10. Maintenance

The Department shall be responsible for maintenance of the Project after completion of the work.

11. Repayment

a. This paragraph applies until the Project as a whole is substantially complete and all highway improvements are open to the public. The Department shall reimburse the Developer by paying a semi- annual amount equal to $0.10 for each vehicle-mile traveled on the highway improvements that were substantially complete and open to the public at any time during the previous year. The total cumulative reimbursement by the Department shall not exceed 88% of the Developer Participation shown in **Attachment C** for the highways that are substantially complete and are open to the public. For each highway improvement that is opened after the first highway improvement, the number of vehicle-miles traveled on the Project during the previous year shall include vehicle-miles traveled on the newly opened highway improvement beginning on the date that the newly opened highway improvement is substantially complete and opened to the public.
b. This paragraph applies after the Project as a whole is substantially complete and all highway improvements are open to the public, The Department shall reimburse the Developer by paying a semi- annual amount equal to $.10 for each vehicle-mile traveled on the Project during the previous year. The annual reimbursement will be no less than $7,597,100 and no more than $15,194,200. Under no circumstances will the total payments under this article during the course of this agreement exceed $ 151,942,000 unless this agreement is amended.
c. The number of vehicle-miles traveled on the Project during a year will be based on the Department's traffic estimates, which shall be derived from a mutually agreed upon counting method and performed in good faith and shall be conclusive and not subject to litigation in any forum.
d. The semi-annual payment shall be made within 60 days after the first six months of the date on which the first highway improvement is substantially complete and opened to the public. Subsequent semi-annual payments shall be made on or before each succeeding six month anniversary of the first semi-annual payment.

12. Force Majeure

If there is substantial damage to the Project from Acts of God, comprising earthquakes, tidal waves, tornados, hurricanes, and other cataclysmic phenomena of nature, the parties may renegotiate the terms of this agreement to yield a fair allocation of costs.

13. Mutual Cooperation

The Department and the Developer shall use all reasonable efforts to meet all deadlines specified in this agreement. The Department and the Developer shall use their best efforts to provide each other with all necessary documents, information, and approvals in a prompt and timely fashion.

14. Precedence of Provisions

Except where a particular provision contains specific instructions with regard to the order of precedence of terms in this agreement, any conflict among the terms of this agreement shall be resolved by giving precedence to terms in the following order:

1. the main body of the agreement;

2. **Attachment C**;
3. **Attachment D**;
4. **Attachment B**;
5. **Attachment A**.

15. Termination

This agreement terminates automatically when the Department has reimbursed the Developer fully in accordance with article 11. In addition,

1. the agreement may be terminated in writing with the mutual consent of the parties; or
2. the agreement may be terminated by either party because of a material breach by the other party.

16. Remedies

This agreement shall not be considered as specifying the exclusive remedy for any default, but either party may avail itself of any remedy existing at law or in equity, and all remedies shall be cumulative.

17. Notices

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

Developer:	**Department:**
County Judge Williamson County 301 S.E. Inner Loop, Ste. 109 Georgetown, Texas 78626	Texas Department of Transportation Attn: Chief Financial Officer 125 East 11th Street Austin TX 78701-2483

All notices shall be deemed given on the date delivered in person or deposited in the mail. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party. A copy of each notice shall be provided to the Developer's Program Manager, Austin District Engineer and Georgetown Area Engineer.

18. Assignment and Subcontracts

An assignment of this agreement may not be executed by the Developer without prior written authorization by the Department. Subcontracts in excess of $25,000 shall contain all applicable terms and conditions of this contract. No subcontract will relieve the Developer of its responsibility under this contract. Neither party shall assign any interest in this agreement.

19. Ownership of Property

After completion or termination of this agreement, all documents prepared by the Department shall remain the property of the Department. All data prepared under this agreement shall be made available to the Department without restriction or limitation on further use. All documents produced or approved or otherwise created by the Developer shall be transmitted to the Department in the form of photocopy reproduction as reasonably required by the Department. The originals shall remain the property of the Developer. The Developer shall grant the Department an irrevocable, perpetual, nonexclusive license to use all intellectual property acquired or developed under this contract.

20. Developer Resources

All employees of the Developer shall have adequate knowledge and experience to enable them to perform the duties assigned to them. The Developer certifies that it currently has adequate qualified personnel in its employment to perform the work required under this contract or will be able to obtain adequate qualified personnel from sources other than the Department. On receipt of written notice from the Department detailing supporting factors and evidence, the Developer shall remove from the Project any employee of the Developer who is incompetent or whose conduct becomes detrimental to the work. Unless otherwise specified, the Developer shall furnish all equipment, materials, supplies, and other resources required to perform the work.

21. Responsibilities of the Parties

Each party acknowledges that it is not an agent, servant, or employee of the other party. Each party is responsible for its own acts and deeds and for those of its agents, servants, or employees.

22. Compliance with Laws

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules, and regulations, and with the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this agreement. When requested, the Developer shall furnish the Department with satisfactory proof of this compliance. The Developer shall provide or obtain all applicable permits, plans, or other documentation required by a federal or state entity.

23. Legal Construction

In case one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability shall not affect any other provisions and this agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

24. Insurance

To the extent that this agreement authorizes the Developer or its contractor to perform any work on Department right of way, before beginning work the entity performing the work shall provide the Department with a fully executed copy of the Department's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types

specified on the Certificate of Insurance for all persons and entities working on Department right of way. This coverage shall be maintained until all work on the Department right of way is complete. If coverage is not maintained, all work on Department right of way shall cease immediately, and the Department may recover damages and all costs of completing the work.

25. Hold Harmless

To the extent permitted by law, each party shall save harmless the other party, its officers, and its employees from all claims and liability due to the materials or activities of the first party, its agents, or its employees, to the extent that those activities are performed under this contract and are caused by or result from error, omission, or negligent act of the first party or of any person employed by the first party. To the extent permitted by law, each party shall also save harmless the other party from any and all expense, including but not limited to attorney fees that may be incurred by the that party in litigation or otherwise resisting the claim or liabilities that may be imposed on the that party as a result of the materials or activities of the first party, its agents, or its employees.

26. Sole Agreement

This agreement constitutes the only agreement between the parties and supersedes any prior understandings or written or oral agreements concerning the agreement's subject matter.

27. Compliance with Texas Accessibility Standards and ADA

All parties to this agreement shall ensure that the plans for and the construction of the Project are in compliance with the Texas Accessibility Standards issued by the Texas Department of Licensing and Regulation and with the Americans with Disability Act Accessibility Guidelines issued by the U.S. Architectural and Transportation Barriers Compliance Board.

28. Gratuities

Any person who is doing business with or who reasonably speaking may do business with the Department under this contract may not make any offer of benefits, gifts, or favors to employees of the Department. The only exceptions allowed are ordinary business meals and items that have received the advanced written approval of the Department's executive director.

29. Conflict of Interest

The Developer shall not assign an employee to the Project if the employee:

a. owns an interest in or is an officer or employee of a business entity that has or may have a contract with the Department relating to the Project;
b. has a direct or indirect financial interest in the outcome of the Project;
c. has performed services regarding the subject matter of the Project for an entity that has a direct or indirect financial interest in the outcome of the Project or that has or may have a contract with the Department; or
d. is a current part-time or full-time employee of the Department.

30. Signatory Warranty

The signatories to this agreement warrant that each has the authority to enter into this agreement on behalf of the party represented.

31. Cost Principles

The parties shall comply with the cost principles established in OMB Circular A-87.

32. Procurement and Property Management Standards

The parties shall adhere to the procurement standard established in 49 CFR §18.36 and with the property management standard established in 49 CFR §18.32.

33. Inspection of Books and Records

The parties shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this agreement and shall make those materials available to the Department, the Developer, FHWA, and the U.S. Office of the Inspector General for review and inspection at its office during the contract period and for four (4) years from the date of completion of work defined under this contract or until any impending claims are resolved. Additionally, the Department, the Developer, and the FHWA shall have access to all the governmental records that are directly applicable to this agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

34. Office of Management and Budget (OMB) Audit Requirements

The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in OMB Circular A-133.

35. Civil Rights Compliance

The Developer shall comply with the regulations of the Department of Transportation as they relate to nondiscrimination (49 CFR Chapter 21 and 23 CFR §710.405(B)), and with Executive Order 11246, titled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented in the Department of Labor Regulations (41 CFR Part 60).

36. Disadvantaged Business Enterprise Program Requirements

The parties shall comply with the Disadvantaged/Minority Business Enterprise Program requirements established in 49 CFR Part 26. The Developer's program is subject to approval by the Department.

37. Debarment Certifications

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive federal funds and, when requested by

the Department, to furnish a copy of the certification in accordance with Title 49 CFR Part 29 (Debarment and Suspension).

38. Lobbying Certification

In executing this agreement, each signatory certifies that:

a. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal 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 any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

b. 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 federal contracts, grants, loans, or cooperative agreements, the signatory for the Developer shall complete and submit the federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

c. The parties shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

By executing this agreement, the parties affirm this lobbying certification with respect to the Project and affirm this certification of the material representation of facts upon which reliance will be made. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352.

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 PARTIES bind themselves to the faithful performance of this contract.

Texas Department of Transportation

James M. Bass
Chief Financial Officer

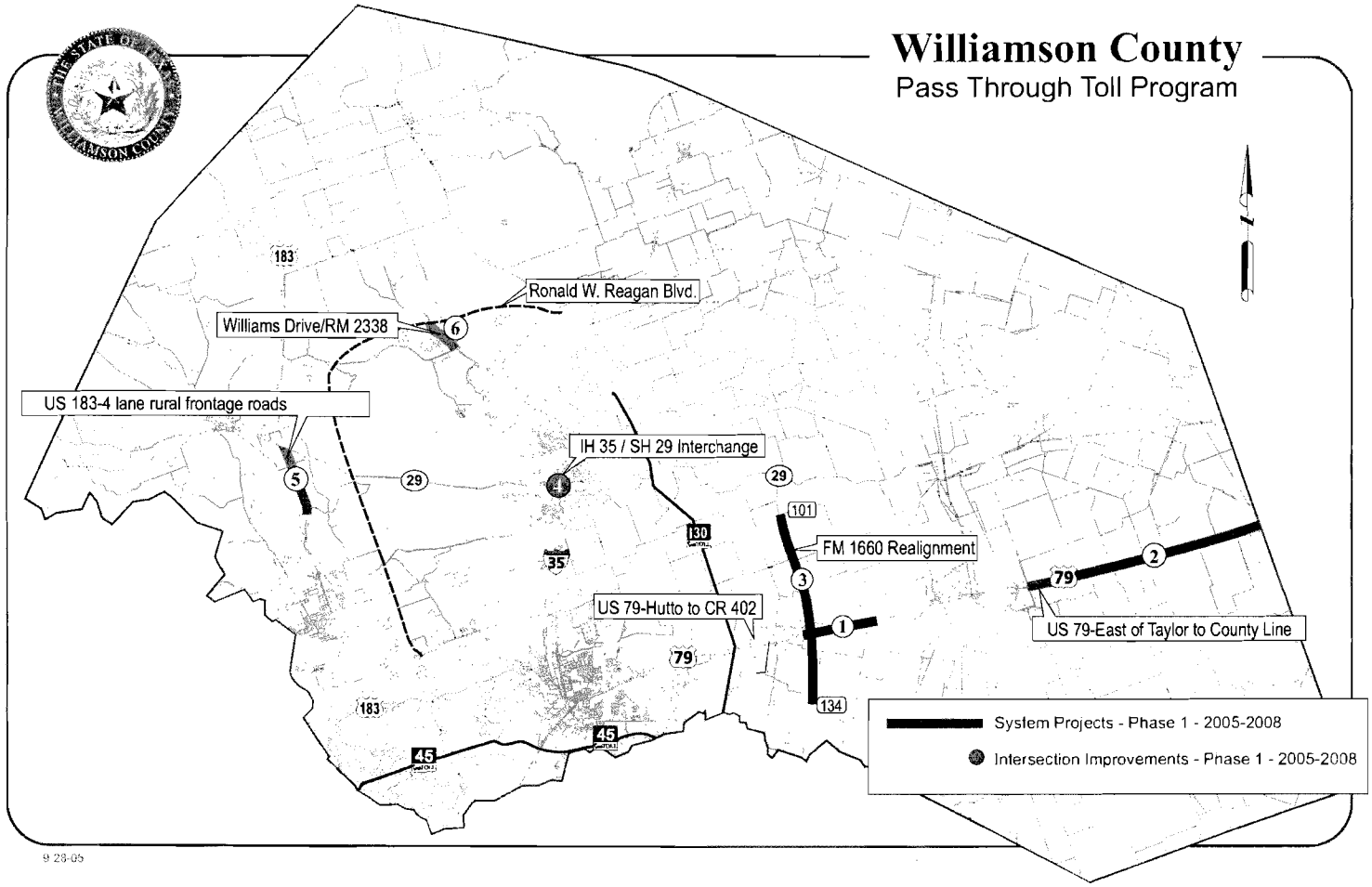
2-22-2006
Date

Williamson County

John Doerfler
County Judge

1-24-06
Date

ATTACHMENT A



ATTACHMENT B

PROJECT DESCRIPTION AND SCOPE OF WORK

US 79
(Hutto to CR 402)

US 79 is a major highway connecting the cities of Round Rock and Taylor with the IH 35 corridor. It is a four-lane undivided roadway with an intermittent center turn lane at some intersections. This project will improve the 4.3 mile section from just east of the Hutto city limits to CR 402. Improvements will consist of reconstruction of the roadway to a four-lane divided section with median openings and left-turn bays at the significant intersections. Existing (2003) annual average daily traffic count for this section of US 79 east of Hutto is 16,200.

The 90% Environmental Assessment has been submitted and is pending approval. The Schematic is complete and has been submitted to TxDOT for review. Some right-of-way has been acquired. PS&E has not been started.

The Cost of this project is $16,000,000, which includes an estimated $2,500,000 of right-of-way and utility costs.

FM 1660 Realignment
(CR 134 to CR 101)

FM 1660 is a two-lane State facility running east of the cities of Round Rock and Georgetown through the City of Hutto. This project would relocate approximately 7.5 miles of the roadway from the CR 134 intersection at the south end to CR 101 intersection at the north. The purpose of the project is to divert the significant traffic volumes (including substantial truck traffic) out of downtown Hutto. Two lanes will be built in the interim – ultimately, a four-lane divided section is planned. Existing (2003) annual average daily traffic count for this section of FM 1660 north of Hutto is 3,400.

The Environmental Assessment has been submitted. The Schematic has been submitted to TxDOT for approval. No right-of-way has been acquired. PS&E has not been started.

The Cost of this project is $17,000,000, which includes an estimated $2,000,000 of right-of-way and utility costs.

SH 29 / IH 35 Interchange

This project would improve the operation of the existing interchange through the construction of northbound and southbound U-turn lanes for the IH 35 frontage roads, as well as additional improvements to the intersection approaches. No widening of the existing bridge is anticipated. The FY 2003 average daily traffic count for this section of SH 29 is 13,900.

The Environmental Assessment process is planned to be completed by early 2007. Schematic development and PS&E should be complete by late 2007. No right-of-way has been acquired.

The Cost of this project is $4,100,000, with no additional right-of-way required.

US 79
(East of Taylor to County Line)

US 79 is a four-lane undivided major arterial providing a link between eastern Williamson County and the cities of Taylor, Hutto, and Round Rock. US 79 is part of the State's Trunk system. This project would improve the roadway to a four-lane divided section to improve safety for turning movements to intersecting roadways and businesses. The FY 2003 average daily traffic count for this section of US 79 is 7,200.

The Environmental Impact Statement process, including schematic development, should be completed by mid 2006. Most right-of-way has been acquired along this segment of US 79. PS&E is planned to be completed by mid 2008.

The Cost of this project is $40,000,000, which includes an estimated $2,300,000 of right-of-way and utility costs.

US 183
(San Gabriel River to SH 29)

US 183 is a four-lane undivided major arterial that will carry an ever-increasing amount of traffic as development continues north of Leander and other sections of northwest Williamson County. This project, starting at the northern terminus of the 183-A tollway would improve this segment of roadway by constructing a 4-lane rural frontage system on an average of 400 feet of right of way. The main lanes could be built as an extension of the CTRMA's 183-A toll road. The FY 2003 average daily traffic count is 13,100.

The Environmental Assessment process, including schematic development, should be completed by July, 2007. No right-of-way has been acquired at this point. PS&E is planned to be completed by July, 2008.

The Cost of this project is $25,500,000, which includes an estimated $5,500,000 of right-of-way and utility costs.

FM 2338
(FM 3405 to Ronald Reagan Blvd.)

FM 2338 is a rural two lane state facility running west from IH 35 in Georgetown. TxDOT has a funded project to improve FM 2338 to FM 3405. This project would continue the States 5-lane rural section from FM 3405 to proposed Ronald Reagan Blvd. Ronald Reagan Blvd. is a major 4-lane north-south arterial being constructed (FM 1431 to FM 2243 open to traffic; FM 2243 to FM 3405 under construction; and FM 3405 to FM 2338 start construction Summer 2006) located in Western Williamson County halfway between US 183 and IH 35.

The cost of the project is $6,000,000, which includes an estimated $2,000,000 in right of way and utility costs. The FY 2003 average daily traffic count is 7,400.

ATTACHMENT C

Budget

Williamson County Multi-Corridor Transportation Program Phase I (2005 $ in 1, 000's)

Projects (2005 - 2008)		Construction	Right-of-Way Total	State Participation	County Participation	PSE/CEI	Debt Service	**Eligible for Pass Through Toll**	General Project Status	CSJ
US 79	East city limit Hutto to CR 402 4-lane divided rural	$16,000	$2,500	$2,250	$250	$3,725	$9,896	**$28,621**	Design contract being negotiated-ENV clearance in process to be cleared early 2006 ROW maps in progress	0204-02-027 0204-03-038
US 79	East of Taylor to Milam County Line 4-lane divided rural	$40,000	$2,300	$2,070	$230	$8,000	$21,539	**$68,539**	Schematic 90% complete ENV in progress; to be cleared in 2006	0204-04-040
FM 1660	CR 134 to CR 101 2-lane rural	$17,000	$2,000	$0	$2,000	$3,700	$10,478	**$30,278**	Public mtg has been held Project to be ENV cleared in early 2006- Design Contract being negotiated	1566-01-009
IH 35/SH 29	NB/SB turnaround structure	$4,100	$250	$0	$250	$980	$2,910	**$8,240**	Schematic in development	0015-08-122
US 183	San Gabriel River to SH 29 4-lane rural frontage roads and 3 turn lanes	$13,000	$5,500	$4,500	$1,000	$3,550	$9,313	**$26,863**	Preliminary schematic complete-Design Contract being negotiated	0273-04-026 0273-04-026
FM 2338	FM 3405 to Reagan Blvd. 5-lane rural	$6,000	$2,000	$0	$2,000	$1,425	$4,075	**$11,500**	No activity to date	2211-01-023
	Total	$96,100	$14,550	$8,820	$5,730	$21,380	$58,211	**$174,041**		

TOTAL PHASE I - Williamson County **$174,041**

ATTACHMENT D

Project Implementation

Overview

This Attachment defines the roles, the responsibilities, and the working relationship between the Developer and the Department during the implementation of the Project.

1. Environmental Studies and Mitigation

1.1. The Developer shall complete all environmental studies and documents required to secure environmental approval, including each of the following items.

1.1.1. Preparation and completion of environmental studies, including obtaining right of entry to perform such studies. All environmental studies will be performed by environmental specialists who meet the requirements to perform those studies.

1.1.2. Submission of appropriate documentation (categorical exclusion, environmental assessment, and environmental impact statement, including reevaluation, and supplemental documentation) for Department review and approval. Department review is detailed in section 1.2 below.

1.1.3. Preparation of any document revisions.

1.1.4. Submission to the Department of copies of the environmental studies and documentation adequate for distribution.

1.1.5. Preparation of legal and public notices in accordance with 43 TAC §2.43 for Department review and use.

1.1.6. Arrangements for appropriate public involvement, including court reporters and accommodations for persons with special communication or physical needs related to the public hearing, if requested. The Department will serve as the Hearing Official at any public hearing with the assistance of the Developer.

1.1.7. Preparation of public meeting and hearing materials.

1.1.8. Preparation of any necessary responses to comments.

1.1.9. Preparation of the public meeting and public hearing summary and analysis, and the comment and response reports.

1.1.10. Submission to the Department of a verbatim transcript of any public hearing and the original certification of the pubic involvement process as described in 43 TAC § 2.43.

1.1.11. Preparation of required US Army Corps of Engineers permit applications and associated drawings for impacts to jurisdictional waters, including mitigation requirements. The permits will be issued in the Developer's name with the Developer being responsible wholly for any and all mitigation that would be required.

1.1.12. The Developer is responsible for all Project-related environmental permits, issues, and commitments, including any mitigation or remediation that may be required under any law or regulation.

1.1.13. Submission to the department of documentation showing that all environmental permits, issues, and commitments have been or will be

completed, including copies of permits or other approvals required prior to construction in accordance with 23 CFR 771.109.

1.2. As set forth in Exhibit 1, Roles and Responsibilities, the Department will conduct concurrent environmental reviews throughout the clearance process in an attempt to expedite the environmental approval of the Project.

1.2.1. Except as otherwise required by law or by agreement between the Department and a state or federal agency, the Developer is responsible for coordinating with local governmental entities and applicable agencies throughout the Project planning process to assure compliance with applicable laws. The Developer and Department will make every reasonable effort to resolve disagreements with local governments and with state or federal agencies as they relate to environmental approval of the Project.

1.2.2. The Developer will coordinate the submission of documents for concurrent Agency review with the Department.

1.2.3. The Department is responsible for coordinating all review activities listed in the expedited review schedule defined in Exhibit 2, General Review Schedule. The Department is responsible for working with the lead agency, the cooperating agencies and any affected entities to ensure a timely and thorough coordination process through a specified staff working group. The Developer will be an integral participant throughout the concurrent review process to rapidly address comments and concerns necessary to secure clearance within the expedited review schedule.

2. Right-of-Way Acquisition

2.1. Except as provided in article 6, the Developer, independently of the Department, is responsible for the acquisition and provision of any right-of-way or real property needed for the Project.

2.2. The Developer will establish and maintain a project tracking system that is acceptable to the Department and that shows the right of way surveying and mapping, appraisal, acquisition, and relocation status of each parcel.

2.3. The Developer and the Department will, upon commencement of each individual highway improvement, agree on the form and format of all required conveyance documents and other right-of-way related deliverables required by the Department for their permanent files.

2.3.1. Within ten (10) days after commencement of work on each individual highway improvement, the Developer will confirm in writing all agreed-upon terms relating to the acquisition of right-of-way to the Department and all agreements will remain in effect until appropriate title to the New Right of Way is conveyed to the State of Texas.

2.3.2. The Developer will provide the Department with a certification that it has received the Department's Right of Way Manual Collection and that it will comply with the procedures in that collection.

2.3.3. For each parcel to be acquired, the Developer will use checklists approved by the Department.

2.4. The Developer will prepare right-of-way maps, field notes, parcel plats, and other data as needed to describe the right-of-way and access rights necessary for the Project.

2.4.1. The field notes and parcel plats will be signed and sealed by a Registered Professional Land Surveyor currently licensed by the "Texas Board of Professional Land Surveying."

2.4.2. Copies of this data for a representative segment of right of way will be delivered to the Department before beginning the standard process for acquisition of right of way for each individual highway improvement.

2.5. The Developer will acquire in the name of Williamson County fee simple title and any required drainage channel easements free and clear of all liens and encumbrances for all land to be used as right-of-way for the Project.

2.5.1. Title to the New Right of Way will exclude oil, gas, and sulfur from the deed without any right in the owners to ingress or egress to or from the surface of the land for the purpose of exploring, developing, drilling, or mining.

2.6. The Developer is responsible for the negotiation of access points at the time of acquisition based on Department's Roadway Design Manual, the Department's Access Management Manual, and the preferred engineering access points shown on the schematic for the highway improvement.

2.6.1. The access points for each highway improvement will be incorporated into the deed when the property is acquired and will be transferred to the Department when that highway improvement is completed.

2.7. Subject to the force majeure provisions of this Agreement, the Developer will ensure that all right-of-way used in constructing the Project will be free and clear of all hazardous materials and contaminants. All costs associated with the detection and remediation of the hazardous materials and contaminants shall be borne by the Developer. The Developer shall provide written documentation from appropriate regulatory agencies that all known hazardous materials and contaminants in the right of way have been adequately mitigated or that the Developer otherwise meets the requirements for regulatory closure.

2.8. The Developer will, upon completion of individual highway improvements, convey all ownership of the New Right of Way to the State of Texas through the Department. The conveyance shall be in a form acceptable to the Department and shall be of fee simple title. Developer shall also convey all applicable conveyance instruments to the Department for its permanent files.

2.8.1. The Developer will also provide the Department with title insurance for the New Right of Way in the name of the State of Texas as the insured owner.

2.8.2. The Developer will provide tracings and electronic files of right-of-way maps to the Department.

2.8.3. The Developer will also provide the Department a final map showing the final location of all utility lines that were adjusted or remained in place and joint use numbers assigned to those utilities.

3. Utilities

3.1. The Developer is responsible for determining the scope of utility work if the required right of way encroaches on existing utilities and the Project requires their adjustment, removal, or relocation. Utilities will not be adjusted, removed, or relocated before environmental approval is secured.

3.2. The Developer is responsible for notifying the appropriate utility company to schedule adjustments.

3.3. The Department will grant the Developer or its authorized representative site access required to execute the work and will issue right of entry for the performance of utility relocation.

3.4. The Developer, unless specified in separate agreements with the Austin District, is responsible for all costs associated with additional adjustment, removal, or relocation during the construction of the Project unless this work is provided by the owners of the utility facilities.

4. **Engineering Services**

4.1. The Developer will remain the single point of contact for engineering and design issues. All correspondence and instruction to the design consultants will be the sole responsibility of the Developer.

4.2. At the commencement of an individual highway improvement, the Developer will coordinate a Design Concept Conference with the Department to establish the performance parameters and design requirements for the highway improvement, including the Pavement Design, Hydraulic Design, Design Concept Conference Forms and Typical Sections, which will remain in place throughout the implementation of the highway improvement.

4.3. All plans, specifications, and estimates developed by or on behalf of the Developer shall conform to the latest version of the Department's Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges, and shall conform to department-required special specifications and special provisions. The Department's executive director may exercise discretion in authorizing an alternative specification or alternative design criteria. The construction plans furnished to the Department shall be reproducible tracings on mylar or equivalent. Geopack Design files as defined by the Austin District shall be furnished to the Department within 30 days of project completion.

4.4. If the Department determines that the complete plans, specifications, and estimates are unacceptable, the Developer shall correct the design documents to the Department's satisfaction. Should additional specifications or data be required by the Department, the Developer shall redesign the plans and specifications to the Department's satisfaction. The costs for additional work on the plans, specifications, and estimates shall be borne by the Developer.

4.5. If exceptions to the Department's design criteria are required as specified in the Department Roadway Design Manual, a request for exceptions shall follow the procedure set forth in that manual.

4.5.1. If it becomes necessary to change a design after it has been approved by the Department, and if that change does not require the adoption of alternative design criteria or an exception to the Department's design

criteria, the Developer will coordinate with the Department and FHWA for approval of the change.

4.5.2. The Department shall have no more than 10 business days after receiving a proposed design change to either (1) to approve the design change as proposed by the Developer or (2) to respond with a Department-recommended alternative to the design change.

4.5.3. If the Department responds with an alternative to the design change, the Developer and the Department shall work diligently to develop a mutually agreeable design solution.

4.5.4. The Department is responsible for obtaining any necessary approval from FHWA.

4.6. Reviews

4.6.1. The Department will transmit the pavement design to the Developer at the project's design concept conference. After the pavement design has been issued by the Department, it may not be changed by either party without the written consent of the other.

4.6.2. When design is 30% complete, the Developer will coordinate the submission of the following design information for a joint review session between the Developer and the Department to allow comments and concerns to be addressed by the Developer within the expedited review schedule defined in Exhibit 2, General Review Schedule.

4.6.3. The following will be reviewed as set forth in Exhibit 1, Roles and Responsibilities.

1) Preliminary cross sections showing existing utility lines, R.O.W.
2) Plan and profile sheet showing existing and proposed:
   a) R.O.W. lines
   b) Roadway alignments and profiles
   c) Intersecting streets
   d) Curb and lane lines
   e) Existing Utilities
3) Existing and proposed typical sections including pavement section
4) Preliminary title and index sheets.
5) Preliminary drainage area map, discharge relationships and drainage calculations.
6) Storm drainage master plan.
7) Preliminary culvert layouts.
8) Preliminary bridge and bridge classification culvert layouts, including test hole information.
9) Preliminary retaining wall layout, including test hole information.
10) Sequence of work outline for traffic control.
11) Preliminary traffic control typical sections and layouts.
12) Preliminary intersection layouts.
13) Preliminary utility layouts - identify potential conflicts and exchange of information with existing utilities.
14) Update estimates and prepare preliminary roadway and drainage quantity summary sheets.
15) Updated design contract schedule.

4.6.4. When the Project design is final, the Developer will coordinate the submission of the following information to the Department for concurrent review to allow comments and concerns to be addressed by the Developer to secure approval of the Department and FHWA within the expedited review schedule defined in Exhibit 2, General Review Schedule.

1) Seven (7) copies of final plans, specifications, and engineer's estimate.
2) Revisions to the preliminary design submittal.
3) Proposal to award construction contract in compliance with applicable state and federal requirements.
4) Proposed contract administration procedures for the construction contract with criteria that comply with the applicable national or state administration criteria and manuals.
5) Documentation of all environmental permits, issues, and commitments that will be addressed in construction.

4.6.5. Approval by the Department of this final design submittal will constitute authorization for the Developer to advertise for construction bids.

4.6.6. For any individual highway improvement with a construction cost over $25 million, the Developer shall conduct a value engineering workshop.

5. **Construction Responsibilities**

5.1. The Developer will retain a third party firm, approved by the Austin District, to supervise and inspect all work performed during construction and provide engineering inspection and testing services as may be required to ensure that the Project is accomplished in accordance with the approved plans and specifications. The Developer shall prepare all manuals and agreements required for Department and FHWA oversight. Construction material testing shall be in conformance with Department Policy. The resolution to all non-complying tests and/or failing tests shall be determined by the Austin District. The Developer's lane closure policies must be approved by the Austin District prior to the letting of any project. Lane closure policies may be adjusted only with the approval of the Austin District. The Department will participate in the development of and be able to include items on the final "punch list" for each project. The project's "Notice of Completion" will not be issued by the Developer and accepted by the Department until all "punch list" items have been resolved to the satisfaction of the Department. Upon the Developer awarding a construction contract, the Developer is responsible for all maintenance within the limits of the project including but not limited to mowing, litter pickup, sweeping, dust control, ice control, and traffic signal maintenance.

5.1.1. All correspondence and instruction to the contractor performing the work will be the sole responsibility of the Developer.

5.1.2. All work will be performed, unless otherwise specifically stated in the contract documents for the Project, in accordance with the Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges or special specifications or provisions approved by the Department.

5.2. The Department will allow the Developer or its authorized representative to have access to the site to perform any activities required to execute the work and issue a right of entry for the performance of all construction activity.

5.3. The Developer will negotiate and approve all Change Orders and contract revisions that the Developer finds necessary or convenient to accomplish the construction activities for the Project. For Change Orders and contract revisions that affect prior environmental approvals or result in non-conformity with the specifications and standards agreed upon for the Project, the Developer must assess any potential environmental effects and any additional or revised environmental permits, issues, coordination, mitigation, and commitments required as a result of the contract revisions.

5.3.1. The Developer will document any such changes, including a proposed course of action.

5.3.2. The Developer will notify the Department of the need for such changes and submit the appropriate documentation.

5.3.3. The Department shall have no more than 10 business days after the Developer's submission either to approve the changes as submitted by the Developer or to respond with the Department's proposed revisions.

5.3.4. If the Department responds with revisions, the Developer and the Department will work diligently and in good faith to develop mutually agreeable changes that shall then be implemented by the Developer.

5.3.5. The Developer shall be responsible for obtaining any required approvals from federal, state, or local governmental authorities, with the exception of the Department and FHWA, and except as otherwise specified in this agreement.

5.3.6. To the extent that a Change Order requires the adoption of alternative design criteria, an exception to the Department's design criteria, or a change in the approved design, the design must be approved as set forth in Sections 4.3, 4.4, or 4.5, as applicable.

5.4. The Developer will comply with applicable Federal requirements throughout the procurement and construction process in order to maintain the Department's eligibility for Federal reimbursement for Project costs. The Developer's compliance with requirements necessary to maintain eligibility for federal reimbursement is a condition precedent to performance by the Department.

5.5. The Developer shall include in their contract documents the requirement that all warranties shall be transferred to the Department upon "Notification of Completion" of the projects.

5.6. Within six (6) months of issuance of the "Notification of Completion," the following documentation will be provided to the Department:

1) Record Drawings
2) Engineer Certification of Project Completion
3) Right of Way Parcel Information (Exhibits, Descriptions, Right of Way Maps, Field Notes, etc.)

6. General

6.1. Unless otherwise specified in this agreement, all actions required of the Developer shall be taken by the Developer's Program Manager, who shall be an individual designated by name by the Williamson County Commissioners Court. The Developer's Program Manager may delegate responsibility to another person in a writing provided to the Department.

6.2. Unless otherwise specified in this agreement, all actions required of the Department shall be taken by the Department's District Engineer for the Austin District. The District Engineer may delegate responsibility to another person in a writing provided to the Developer. Whenever this agreement requires an action to be taken by the Department's executive director, that responsibility may be delegated to another Department employee who is not below the level of district engineer. On request, the Department will provide the Developer with a copy of the executive director's delegation of authority.

6.3. The Developer and the Department will attempt to agree on the procedures and policies to be used by the Department in the auditing of Project activities.

6.4. The Developer and the Department will attempt to agree on a transition plan at the time of or before completion of the Project.

6.5. The Developer will schedule regular meetings with the Department to maintain the communication necessary to successfully implement the Project.

6.6. The Developer will prepare program organizational and management documents, including Program Management Plan and Quality Control/Quality Assurance Plan for all work products. The Developer will provide these documents to the Department for all contracted firms participating in the Project.

6.7. The Developer will maintain all documentation relative to implementation and completion of the Project, including without limitation documentation relating to environmental issues, acquisition of right of way, preliminary and final design, and bidding, award, and construction of the Project.

Exhibit 1: Roles and Responsibilities for Each Entity

	Responsible Party
Preliminary Engineering	
Retain Consultant	Developer
Develop Preliminary Design	Developer
Develop Preliminary Cost Estimate	Developer
Define Right of Way Requirements	Developer
TxDOT Review and Approval of Preliminary Engineering Report	Developer, Department
Environmental Review	
Retain Consultant	Developer
Draft Environmental Documents	Developer
Schedule & Conduct Public Meetings	Developer, Department
Environmental Document Review	Developer, Department
Concurrent Review of Environmental	Developer, Department, FHWA

Documentation	
Resource Agency Review	Developer, Department, FHWA
Notification and Documentation of Comments	Developer
Publish and Hold Public Hearings	Developer, Department
Analyze and Document Public Hearings	Developer
Final Review	Developer, Department, FHWA
Document Approval	Department, FHWA
Environmental Permits, Issues, and Commitments	Developer
Permitting	
Develop Required Permit Applications	Developer
Submit Required Permit Applications	Developer, Department
Right of Way Acquisition	
Develop Right of Way Budget	Developer, Department

Retain Surveyor	Developer
Develop Right of Way Map and Parcel Sketches	Developer, Department
Retain Appraisers	Developer
Work with Owners on Donations, Access, Etc.	Developer
Purchase Parcels at Developer's Risk	Developer
Purchase Parcels After NEPA Process	Developer, Department
Eminent Domain Proceedings	Developer
Utility Identification and Relocation	Developer, Department
Audit of Right of Way Process	Department

	Responsible Party
Design	
Retain Designer, Geotech, Surveyor, and other professional service providers	Developer
Develop 30% Submittal Package	Developer
30% Submittal for Department Review	Developer
Final Submittal for Department Review	Developer
Approval of Design	Department, FHWA
Bid for Construction	
Preparation of Bid Documents	Developer
Advertisement for Bids	Developer
Bid Opening, Evaluation, and Award	Developer
Construction	

Coordination with Utilities for Relocation	Developer
Issuance of Construction Notice To Proceed	Developer
Administration of Construction Contract	Developer
Inspection of Construction	Developer, Third Party Inspector
Issuance of Notification of Completion	Developer

Exhibit 2: General Review Schedule
Specific timelines are incorporated into the timeline for each highway improvement.

	Type of Review		Review Time
1	Preliminary/Schematic Layout Review		2 weeks
2	Environmental Review	District Environmental Review	2 weeks
		Document Revisions	1 week
		Environmental Review	2 weeks
		Document Revisions	1 week
		Resource Agency Review	45 days minimum
		FHWA Review	30 days
		Document Revisions	1 week
		Release to Public Hearing • Advertising for public hearing • Conducting Public Hearing	6 weeks

		Comment Period	10 days
		Public Hearing Summary and Analysis Preparation	3 weeks
		Department Review of Summary and Analysis	3 weeks
		FHWA Review of Summary and Analysis	30 days
3	Review of Plans, Specifications, and Estimates	30% Completion	2 weeks
		100% Completion	2 weeks
		Federal Approval of Letter of Authority	1 week

Commissioners Court - Regular Session **88.**

Meeting Date: 09/13/2022

Bud Stockton Possession & Use Agreement

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action authorizing the county Judge to execute a possession and use agreement for transportation purposes with the Wess & Helen Cassens Trust U/A dated November 11, 2019, for 8.144 acres and 0.282 acres of right of way needed for the Bud Stockton Extension project (Parcel 1). Funding Source: Road Bonds P307

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/08/2022 09:04 AM
Form Started By: Charlie Crossfield		Started On: 09/07/2022 02:26 PM
Final Approval Date: 09/08/2022		

POSSESSION AND USE AGREEMENT FOR TRANSPORTATION PURPOSES

STATE OF TEXAS §
§ Parcel No.: 1
COUNTY OF WILLIAMSON § Project: Bud Stockton Loop

This Possession and Use Agreement For Transportation Purposes (the "Agreement") between **WILLIAMSON COUNTY, TEXAS** ("County"), and **THE WESS & HELEN CASSENS TRUST, U/A DATED NOVEMBER 11, 2019** (the "Grantor" whether one or more), grants to the County, their contractors, agents and all others deemed necessary by the County, an irrevocable right to possession and use of the Grantor's property for the purpose of constructing a portion of the proposed Bud Stockton Loop roadway extension and related appurtenances, drainage and utility relocations (the "Roadway Construction Project"). The property subject to this Agreement is described more fully in field notes, plat map, or other description attached as "Exhibits A-B" and made a part of this Agreement by reference (the "Property").

1. For the consideration paid by the County which is set forth in Paragraph 2 below, the receipt and sufficiency of which is acknowledged, the Grantor grants, bargains, sells, and conveys to the County the right of entry and exclusive possession and use of the Property for the purpose of constructing a roadway, utility adjustments, and appurtenances thereto and the right to remove any improvements. Authorized activities include surveying, inspection, environmental studies, archeological studies, clearing, demolition, construction of permanent improvements, relocating, replacing, and improving existing utility facilities, locating new utility facilities, and other work required to be performed in connection with the Roadway Construction Project. This Possession and Use Agreement will extend to the County, its contractors and assigns, owners of any existing utilities on the Property and those which may be lawfully permitted on the Property by the County in the future, and all others deemed necessary by the County for the purpose of the Roadway Construction Project. This grant will allow the construction, relocation, replacement, repair, improvement, operation, and maintenance of utilities on the Property.

2. In full consideration for this irrevocable grant of possession and use and other Grantor covenants, warranties, and obligations under this Agreement, the County will tender to the Grantor the sum of SIX HUNDRED SIXTY THOUSAND SIX HUNDRED NINETY and 00/100 Dollars ($660,690.00). The Grantor agrees that this sum represents adequate and full compensation for the possession and use of the Property. The County will be entitled to take possession and use of the Property upon tender of payment as set out herein, subject to the conditions in paragraph 14 below, if any.

   The parties agree that the sum tendered represents 100% of the County's approved value, which assumes no adverse environmental conditions affecting the value of the Property. The approved value is the County's determination of the just compensation owed to the Grantor for the real property interest to be acquired by the County in the Property, encumbered with the improvements thereon, if any, and damages to the remainder, if any, save and except all oil, gas and sulphur. The parties agree that the sum tendered to Grantor will be deducted from any final settlement amount, Special Commissioners' award or court judgment. In the event the amount of the final settlement or judgment for acquisition of the Property is less than the amount the County has paid for the

possession and use of the Property, then the Grantor agrees that the original amount tendered represents an overpayment for the difference and, upon written notice from the County, the Grantor will promptly refund the overpayment to the County.

3. The effective date of this Agreement will be August 31, 2022, (the "Effective Date").

4. The Grantor warrants and represents that the title to the Property is free and clear of all liens and encumbrances except as disclosed to Grantee in that certain title commitment numbered GT-2100336, issued December 26, 2021 by Texas Title Insurance Company/Longhorn Title (and any subsequent updates prior to the Effective Date), and that proper releases, if any, will be executed for the Property prior to funds being disbursed under this Agreement. The Grantor further warrants that no other person or entity owns an interest in the fee title to the Property and further agrees to indemnify the County from all unreleased or undisclosed liens, claims or encumbrances affecting the Property.

   The above made warranties are made by Grantor and accepted by County subject the following:

   A. Visible and apparent easements not appearing of record;

   B. Any discrepancies, conflicts or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show; and,

   C. Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the Property, but only to the extent that said items are still valid and in force and effect at this time.

5. The parties agree that the valuation date for determining the amount of just compensation for the real property interest proposed to be acquired by the County in the Property, for negotiation or eminent domain proceeding purposes, will be the Effective Date.

6. This Agreement is made with the understanding that the County will continue to proceed with acquisition of a real property interest in the Property. The Grantor reserves all rights of compensation for the title and other interest in and to the Property which the Grantor holds as of the time immediately prior to the Effective Date of this Agreement. This Agreement shall in no way prejudice the Grantor's rights to receive full and just compensation as allowed by law for all of the Grantor's interests in and to the Property to be acquired by the County, encumbered with the improvements thereon, if any, and damages, if any, to the remainder of the Grantor's interest in any larger tract of which the Property is a part (the "Remainder"), all as the Property exists on the Effective Date of this Agreement. The County's removal or construction of improvements on the Property shall in no way affect the fair market value of the Property in determining compensation due to the Grantor in the eminent domain proceedings. No beneficial project influence will impact the appraised value of the Property to be acquired. This grant will not prejudice the Grantor's rights to any relocation benefits for which Grantor may be eligible.

7. In the event the County institutes or has instituted eminent domain proceedings, the County will not be liable to the Grantor for interest upon any award or judgment as a result of such proceedings for any period of time prior to the date of the award. Any interest accrual penalties will be deferred by the County until 90 days after entry of judgment.

8. The purpose of this Agreement is to allow the County to proceed with its Roadway Construction Project without delay and to allow the Grantor to have the use at this time of a percentage of the estimated compensation for the County's acquisition of a real property interest in the Property. The Grantor expressly acknowledges that the proposed Roadway Construction Project is for a valid public use and voluntarily waives any right the Grantor has or may have, known or unknown, to contest the jurisdiction of the court in any condemnation proceeding for acquisition of the Property related to the Roadway Construction Project, based upon claims that the condemning authority has no authority to acquire the Property through eminent domain, has no valid public use for the Property, or that acquisition of the Property is not necessary for the public use.

9. The Grantor reserves all of the oil, gas and sulphur in and under the land herein conveyed but waives all right of ingress and egress to the surface for the purpose of exploring, developing, mining or drilling. The extraction of oil, gas, and minerals may not affect the geological stability of the surface. Nothing in this reservation will affect the title and rights of the County to take and use all other minerals and materials thereon, and thereunder.

10. The undersigned Grantor agrees to pay as they become due, all ad valorem property taxes and special assessments assessed against Property until the Effective Date, including prorated taxes until the Effective Date for the year in which the County takes title to the Property.

11. Notwithstanding the acquisition of right of possession to the Property by the County in a condemnation proceeding by depositing the Special Commissioners' award into the registry of the court within forty-five (45) days after filing of said Award, less any amounts tendered to the Grantor pursuant to Paragraph 2 above, this Agreement shall continue to remain in effect until the County acquires title to the Property either by negotiation, settlement, or final court judgment.

12. This Agreement will also extend to and bind the heirs, devisees, executors, administrators, legal representatives, successors in interest and assigns of the parties.

13. It is agreed the County will record this document.

14. Other conditions: None

15. By its authorized signature below the following Tenants which have a leasehold interest in the Property hereby consent in all things to Grantee taking exclusive and sole possession of the Property pursuant to the terms of this Agreement, and to Grantor receiving the consideration recited herein:

Tenants: _____

At no time during the possession of the Property by County for the purposes described herein shall Grantor be denied reasonable access and/or ingress to or egress from the remainder of Grantor's land, unless otherwise agreed to in writing in advance.

To have and to hold the Agreement herein described and conveyed, together with all the rights and appurtenances belonging to the County and its assigns forever, for the purposes and subject to the limitations set forth above.

[signature pages follow]

GRANTOR:

The Wess & Helen Cassens Trust, U/A dated November 11, 2019

By: Wess A. & Helen M. Cassens, JAC
By JAC their Attorney in Fact
Name: Jeffrey A. Cassens

Its: Attorney in Fact

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF Johnson

This instrument was acknowledged before me on this the 16 day of August, 2022 by Jeffrey A Cassens, attorney in fact for Wess & Helen Cassens Trust, in the capacity and for the purposes and consideration recited herein.

TAYLOR DAVIS
Notary Public, State of Texas
Comm. Expires 06-07-2024
Notary ID 125752345

Notary Public, State of Texas
Printed Name: Taylor Davis
My Commission Expires: 06/07/24

COUNTY:

WILLIAMSON COUNTY, TEXAS

By:_____
Bill Gravell, Jr.
County Judge

ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF WILLIAMSON

This instrument was acknowledged before me on this the ___ day of _____, 2022 by Bill Gravell, Jr., County Judge of Williamson County, Texas, in the capacity and for the purposes and consideration recited herein.

_____
Notary Public, State of Texas
Printed Name:_____
My Commission Expires

EXHIBIT A

PROPERTY DESCRIPTION FOR PARCEL 1-PART 1

DESCRIPTION OF A 8.144 ACRE (354,763 SQUARE FOOT) PARCEL OF LAND SITUATED IN THE JAMES ROEBUCK SURVEY, ABSTRACT NO. 527 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 91.75 ACRE TRACT (SECOND TRACT) OF LAND DESCRIBED IN WARRANTY DEED TO WESS ARTHUR CASSENS JR. AND HELEN MARTHA CASSENS, CO-TRUSTEES OF THE WESS & HELEN CASSENS TRUST, U/A, BY INSTRUMENT RECORDED IN DOCUMENT NO. 2020005553 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 8.144 ACRE (354,763 SQUARE FOOT) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" (Grid Coordinates determined as: N=10,270,878.59, E=3,146,999.36 TxSPC Zone 4203), set 80.43 feet right of Bud Stockton Extension baseline station 609+25.04 at the intersection of the proposed easterly Right-of-Way (ROW) line of Bud Stockton Extension (variable width ROW) and the northerly ROW line of Farm to Market Road (F.M.) 487 (variable width ROW), same being the southerly boundary line of said 91.75 acre tract, for the southeasterly corner and **POINT OF BEGINNING** of the herein described parcel;

1) **THENCE**, departing said proposed easterly ROW line, with said northerly F.M. 487 ROW line and said southerly boundary line of the 91.75 acre tract, **S 68°34'05" W**, for a distance of **131.63** feet to an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 51.20 feet left of Bud Stockton Extension baseline station 609+24.52, being the southeasterly corner of that called 99.84 acre tract of land described in Warranty Deed to Jarrell Independent School District by instrument recorded in Document No. 1997041311 of the Official Records of Williamson County, Texas, same being the southwesterly corner of said 91.75 acre tract, for the southwesterly corner of the herein described parcel;

2) **THENCE**, departing said northerly F.M. 487 ROW line, with the common boundary line of said 99.84 acre and said 91.75 acre tracts, being the proposed westerly ROW line of said Bud Stockton Extension, **N 21°13'09" W**, at a distance of 1.05 feet, pass a 3/8" iron rod found, at a distance of 26.17 feet, pass an iron rod with plastic cap stamped "ESMT" found, at a distance of 1,952.50 feet, pass a 1/2" iron rod found, and continuing for a total distance of **2,637.41** feet to a 1/2" iron rod found, being the southeasterly corner of that called 163.36 acre tract of land described in Warranty Deed with Vendor's Lien to Gregory S. Danek by instrument recorded in Document No. 2007071560 of the Official Public Records of Williamson County, Texas, same being the northeasterly corner of said 99.84 acre tract, same being an angle point in the westerly boundary line of said 91.75 acre tract, for an angle point in the westerly boundary line hereof;

3) **THENCE**, with the common boundary line of said 163.36 acre and said 91.75 acre tracts, being said proposed westerly ROW line, **N 21°26'47" W**, for a distance of **362.86** feet to an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 53.39 feet left of Bud Stockton Extension baseline station 639+24.79, being the southwesterly corner of that called 2.87 acre tract (Third Tract) of land in said Warranty Deed to Wess and Helen Cassens recorded in said Document No. 2020005553, same being the northwesterly corner of said 91.75 acre tract, for the northwesterly corner of the herein described parcel, and from which a 1/2" iron rod found, being the northwesterly corner of said 2.87 acre tract bears N 21°26'47" W, at a distance of 102.62 feet;

4) **THENCE**, departing the easterly boundary line of said 163.36 acre tract and said proposed westerly ROW line, with the common boundary line of said 2.87 acre and said 91.75 acre tracts, **N 55°34'34" E**, for a distance of **122.64** feet to an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 66.00 feet right of Bud Stockton Extension baseline station 639+52.83 in said proposed easterly ROW line, for the northeasterly corner of the herein described parcel;

THENCE, departing said 2.87 acre boundary line, with said proposed easterly ROW line, through the interior of said 91.75 acre tract, the following two (2) courses:

5) **S 21°12'17" E**, for a distance of **3,013.37** feet to an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 66.00 feet right of baseline station 609+39.47 in said proposed easterly ROW line, for an angle point in the easterly line hereof;

6) **S 66°12'17" E**, for a distance of **20.40** feet to the **POINT OF BEGINNING**, containing 8.144 acres (354,763 square feet) of land, more or less.

This property description is accompanied by a separate parcel plat.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

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

That I, M. Stephen Truesdale, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

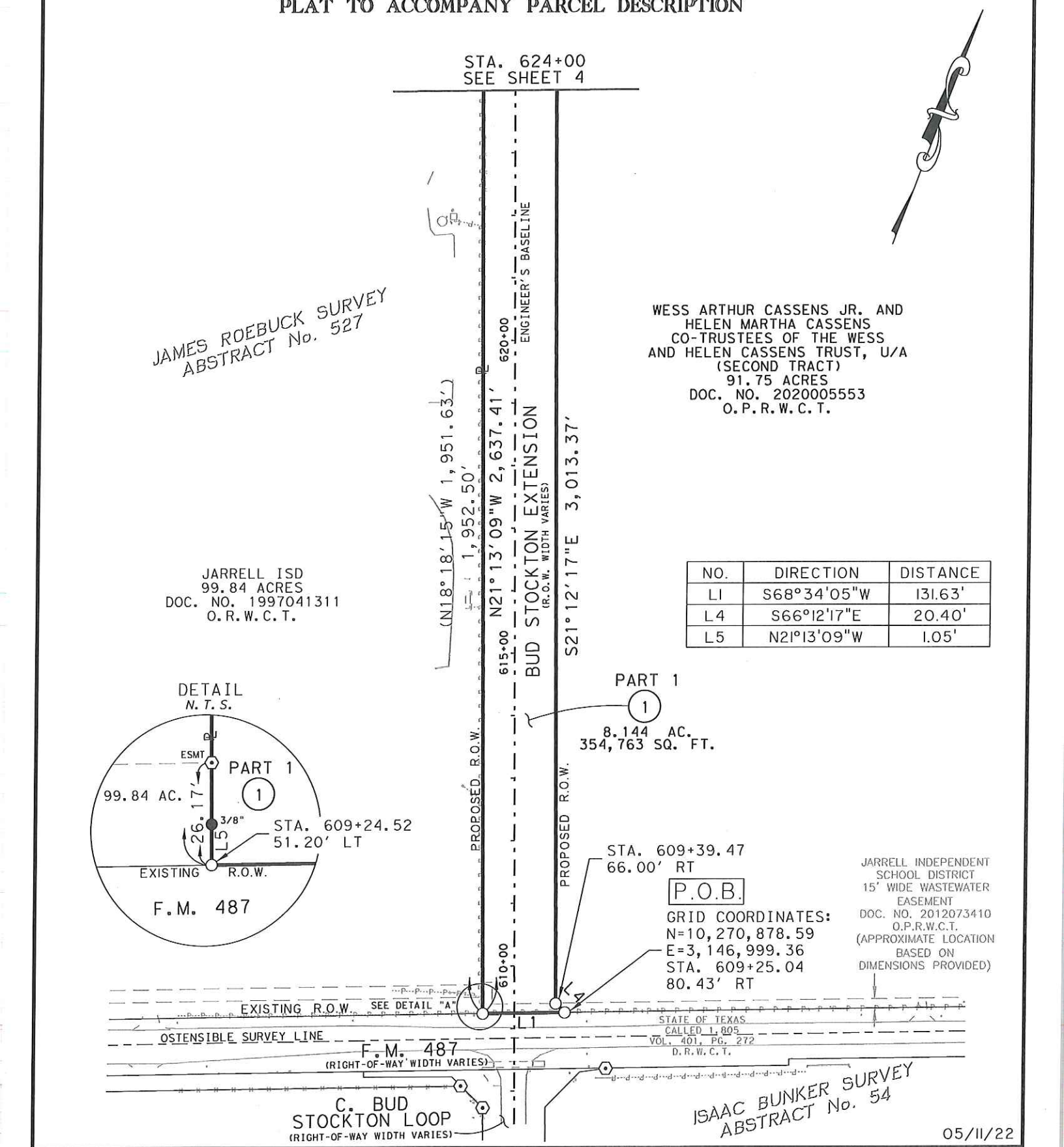
M. Stephen Truesdale 23 MAY 2022

M. Stephen Truesdale Date
Registered Professional Land Surveyor No. 4933
Licensed State Land Surveyor
Inland Geodetics, LLC
Firm Registration No: 100591-00
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681

STATE OF TEXAS REGISTERED M. STEPHEN TRUESDALE 4933 PROFESSIONAL LAND SURVEYOR

EXHIBIT " "

PLAT TO ACCOMPANY PARCEL DESCRIPTION



NO.	DIRECTION	DISTANCE
L1	S68°34'05"W	131.63'
L4	S66°12'17"E	20.40'
L5	N21°13'09"W	1.05'

05/11/22

INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF
WESS ARTHUR CASSENS JR. AND HELEN MARTHA CASSENS CO-TRUSTEES OF THE WESS AND HELEN CASSENS TRUST, U/A

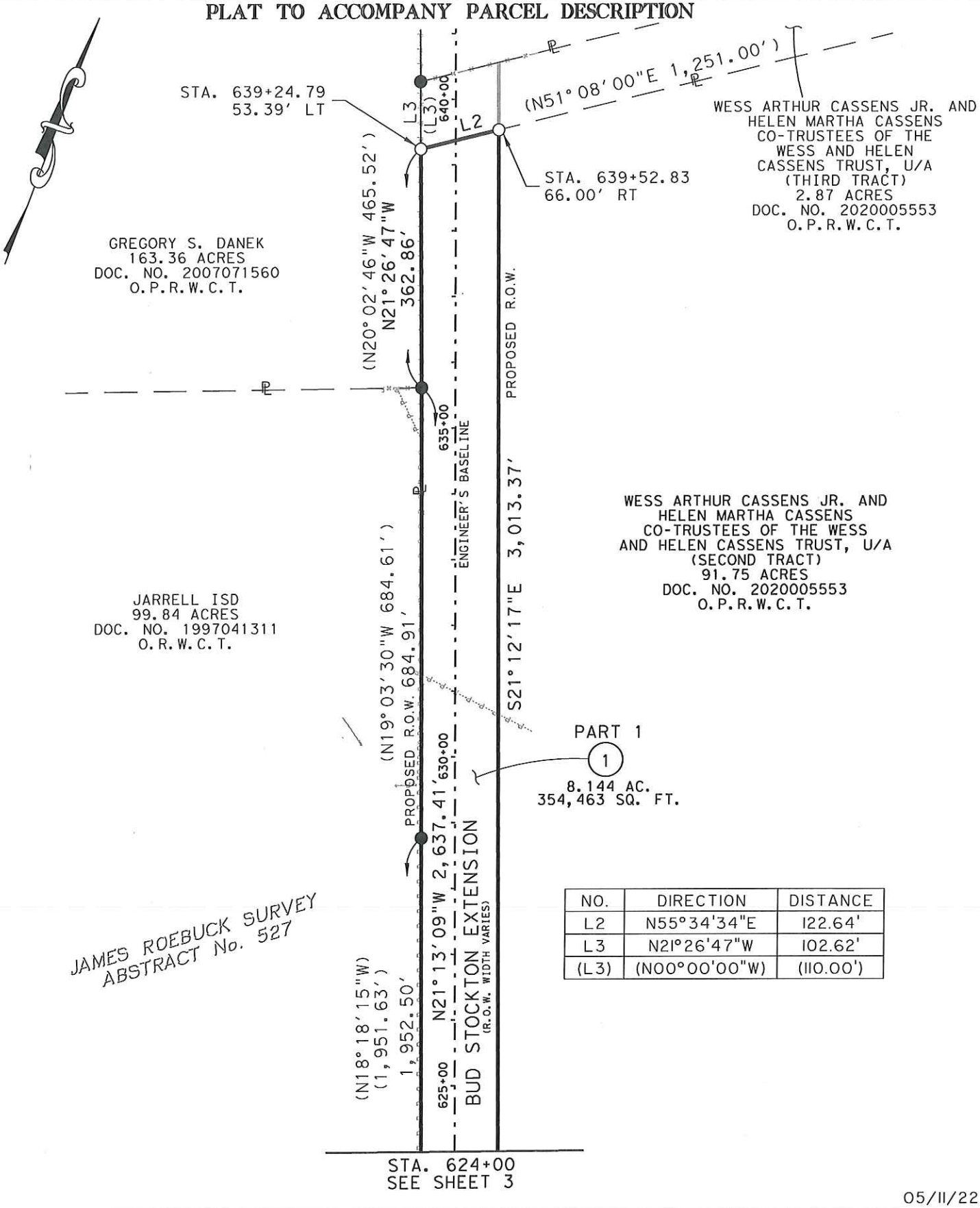
SCALE	PROJECT	COUNTY
1" = 200'	COUNTY ROAD 305	WILLIAMSON

PARCEL 1
PART 1
8.144 ACRES
354,763 Sq. Ft.

S:\PAPE-DAWSON\CR 305\PARCELS\PARCEL 1-PART 1\PARCEL 1-CASSENS-PG1.dgn

EXHIBIT " "

PLAT TO ACCOMPANY PARCEL DESCRIPTION



NO.	DIRECTION	DISTANCE
L2	N55°34'34"E	122.64'
L3	N21°26'47"W	102.62'
(L3)	(N00°00'00"W)	(110.00')

05/11/22

INLAND GEODETICS LLC
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF
WESS ARTHUR CASSENS JR. AND HELEN MARTHA CASSENS CO-TRUSTEES OF THE WESS AND HELEN CASSENS TRUST, U/A

SCALE	PROJECT	COUNTY
1" = 200'	COUNTY ROAD 305	WILLIAMSON

PARCEL 1
PART 1
8.144 ACRES
354,763 Sq. Ft.

S:\PAPE-DAWSON\CR 305\PARCELS\PARCEL 1-PART 1\PARCEL 1-CASSENS-PG2.dgn

EXHIBIT " "

PLAT TO ACCOMPANY PARCEL DESCRIPTION

LEGEND

○	IRON ROD WITH ALUMINUM CAP STAMPED "WILLIAMSON COUNTY" SET
⊙	IRON ROD WITH PLASTIC OR ALUMINUM CAP FOUND - AS NOTED
●	1/2" IRON ROD FOUND
△	CALCULATED POINT
▲	MAG NAIL FOUND
℄	PROPERTY LINE
	DENOTES COMMON OWNERSHIP
	LINE BREAK

P.O.B.	POINT OF BEGINNING
( )	RECORD INFORMATION
P.R.W.C.T.	PLAT RECORDS WILLIAMSON COUNTY, TEXAS
D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS

1) All bearings shown hereon are based on grid bearing. All distances are surface distances. Coordinates are surface values based on the Texas State Plane Coordinate System, NAD 83, Central Zone.

THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. GT2100336, ISSUED BY TEXAN TITLE INSURANCE COMPANY, EFFECTIVE DATE DECEMBER 15, 2021, ISSUE DATE DECEMBER 26, 2021.

1. RESTRICTIVE COVENANTS: VOLUME 901, PAGE 290, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

10B. RIGHT OF WAY EASEMENT TO JARRELL-SCHWERTNER WATER SUPPLY CORPORATION RECORDED IN VOL. 524, PG. 749, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CAN NOT BE LOCATED.

C. EASEMENT TO TEXAS POWER & LIGHT COMPANY AND GENERAL TELEPHONE COMPANY RECORDED IN VOLUME 664, PAGE 875, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CAN NOT BE LOCATED.

I. ELECTRIC UTILITY EASEMENT AND COVENANT OF ACCESS TO BARTLETT ELECTRIC COOPERATIVE, INC. RECORDED IN DOCUMENT NO. 2008045568, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CAN NOT BE LOCATED.

J. TEMPORARY CONSTRUCTION EASEMENT TO CITY OF JARRELL RECORDED IN DOCUMENT NO. 2012073409, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CAN NOT BE LOCATED.

K. WASTEWATER UTILITY EASEMENT TO JARRELL INDEPENDENT SCHOOL DISTRICT RECORDED IN DOCUMENT NO. 2012073410, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND THAT THE PROPERTY SHOWN HEREON WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION.

M. Stephen Truesdale 23 MAY 2022

M. STEPHEN TRUESDALE DATE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933
LICENSED STATE LAND SURVEYOR
INLAND GEODETICS, LLC
FIRM REGISTRATION NO. 100591-00
1504 CHISHOLM TRAIL ROAD, SUITE 103
ROUND ROCK, TEXAS 78681

STATE OF TEXAS REGISTERED M. STEPHEN TRUESDALE 4933 PROFESSIONAL LAND SURVEYOR

05/11/22

INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF
WESS ARTHUR CASSENS JR. AND HELEN MARTHA CASSENS CO-TRUSTEES OF THE WESS AND HELEN CASSENS TRUST, U/A

PARCEL 1
PART 1
8.144 ACRES
354,763 Sq. Ft.

SCALE	PROJECT	COUNTY
1" = 200'	COUNTY ROAD 305	WILLIAMSON

S:\PAPE-DAWSON\CR 305\PARCELS\PARCEL 1-PART 1\PARCEL 1-CASSENS-PG2.dgn

EXHIBIT B

PROPERTY DESCRIPTION FOR PARCEL 1-PART 2

DESCRIPTION OF A 0.282 ACRE (12,286 SQUARE FOOT) PARCEL OF LAND SITUATED IN THE JAMES ROEBUCK SURVEY, ABSTRACT NO. 527 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 2.87 ACRE TRACT (THIRD TRACT) OF LAND DESCRIBED IN WARRANTY DEED TO WESS ARTHUR CASSENS JR. AND HELEN MARTHA CASSENS, CO-TRUSTEES OF THE WESS & HELEN CASSENS TRUST, U/A, BY INSTRUMENT RECORDED IN DOCUMENT NO. 2020005553 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.282 ACRE (12,286 SQUARE FOOT) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" (Grid Coordinates determined as: N=10,273,791.51, E=3,145,853.76 TxSPC Zone 4203), set 66.00 feet right of Bud Stockton Extension baseline station 640+55.56 in the proposed easterly Right-of-Way (ROW) line of Bud Stockton Extension (variable width ROW), same being the southerly boundary line of that called 25.17 acre tract of land described in Warranty Deed to James R. Davidson and wife, Virginia L. Davidson by instrument recorded in Volume 2491, Page 120 of the Official Records of Williamson County, Texas, same being the northerly boundary line of said 2.87 acre tract, for the northeasterly corner and **POINT OF BEGINNING** of the herein described parcel, and from which a 1/2" iron rod found being the northeasterly corner of said 2.87 acre tract, same being the southeasterly corner of said 25.17 acre tract, bears N 55°34'34" E, at a distance of 1,132.58 feet;

1) **THENCE**, departing the 25.17 acre boundary line, with said proposed easterly ROW line, through the interior of said 2.87 acre tract, **S 21°12'17" E**, for a distance of **102.72** feet to an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 66.00 feet right of Bud Stockton Extension baseline station 639+52.83, being the northerly boundary line of that called 91.75 acre tract (Second Tract) of land in said Warranty Deed to Wess and Helen Cassens Trust recorded in said Document No. 2020005553, same being the southerly boundary line of said 2.87 acre tract, for the southeasterly corner of the herein described parcel;

2) **THENCE**, departing said proposed easterly ROW line, with the common boundary line of said 91.75 acre and said 2.87 acre tracts, **S 55°34'34" W**, for a distance of **122.64** feet to an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 53.39 feet left of Bud Stockton Extension baseline station 639+24.79 in the proposed westerly ROW line of said Bud Stockton Extension, being the easterly boundary line of that called 163.36 acre tract of land described in Warranty Deed with Vendor's Lien to Gregory S. Danek by instrument recorded in Document No. 2007071560 of the Official Public Records of Williamson County, Texas, same being the northwesterly corner of said 91.75 acre tract, also being the southwesterly corner of said 2.87 acre tract, for the southwesterly corner of the herein described parcel, and from which a 1/2" iron rod found, being the northeasterly corner of that called 99.84 acre tract of land described in Warranty Deed to Jarrell Independent School District by instrument recorded in Document No. 1997041311 of the Official Public Records of Williamson County, Texas, same being the southeasterly corner of said 163.36 acre tract, bears S 21°26'47" E at a distance of 362.86 feet;

3) **THENCE**, departing said 91.75 acre tract, with the common boundary line of said 163.36 acre and said 2.87 acre tracts, same being said proposed westerly ROW line, **N 21°26'47" W** for a distance of **102.62** feet to a 1/2" iron rod found, being the southwesterly corner of said 25.17 acre tract, same being the northwesterly corner of said 2.87 acre tract, for the northwesterly corner of the herein described parcel;

4) **THENCE**, departing the easterly boundary line of said 163.36 acre tract, same being said proposed westerly ROW line, with the common boundary line of said 25.17 acre and said 2.87 acre tracts, **N 55°34'34" E** for a distance of **123.08** feet to the **POINT OF BEGINNING**, containing 0.282 acres (12,286 square feet) of land, more or less.

This property description is accompanied by a separate parcel plat.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

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

That I, M. Stephen Truesdale, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

M. Stephen Truesdale 23 MAY 2022

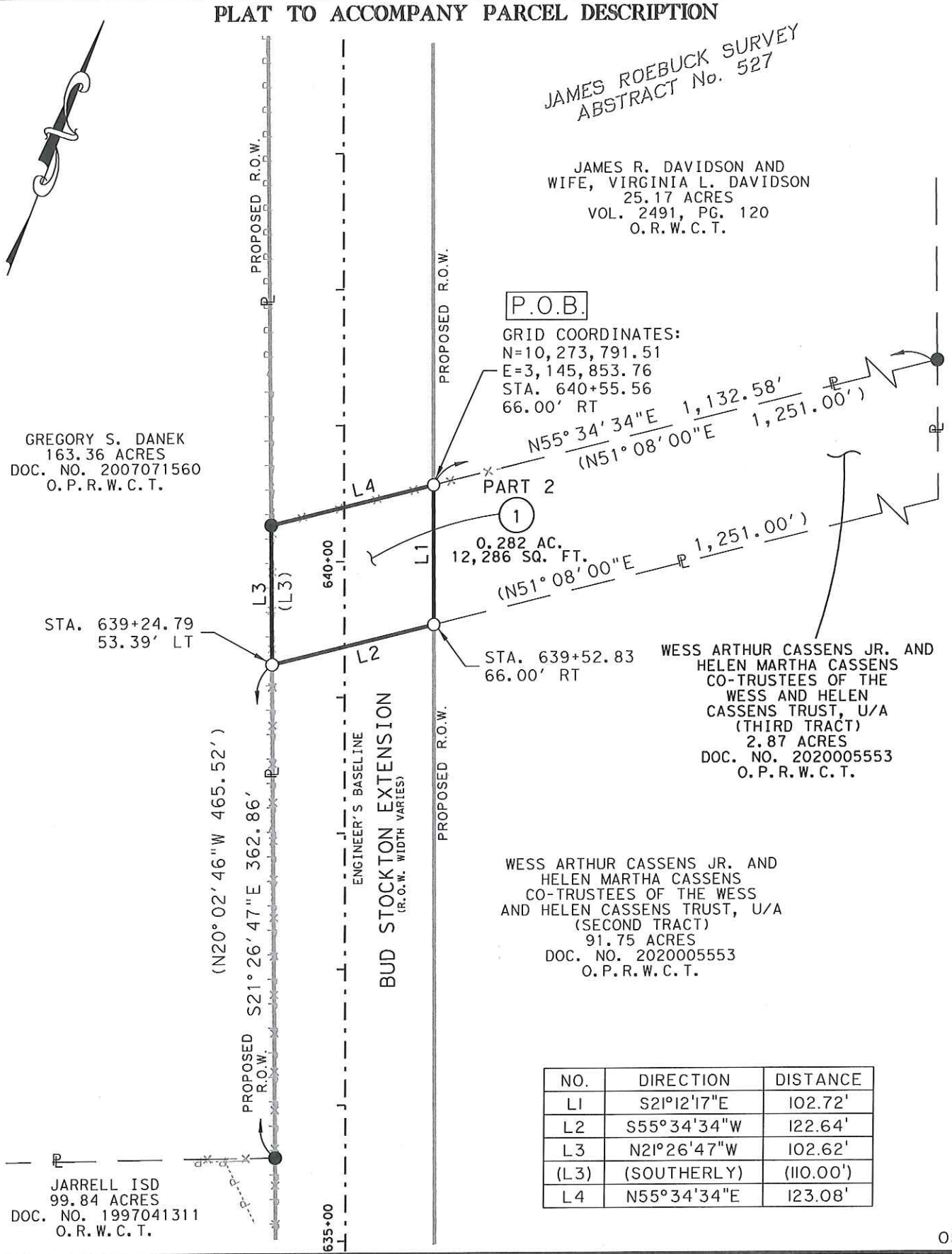
M. Stephen Truesdale Date
Registered Professional Land Surveyor No. 4933
Licensed State Land Surveyor
Inland Geodetics, LLC
Firm Registration No: 100591-00
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681

STATE OF TEXAS REGISTERED M. STEPHEN TRUESDALE 4933 PROFESSIONAL LAND SURVEYOR

S:\PAPE-DAWSON\CR 305\PARCELS\PARCEL 1-PART 2\PARCEL 1-PT2-CASSENS.docx

EXHIBIT " "

PLAT TO ACCOMPANY PARCEL DESCRIPTION



NO.	DIRECTION	DISTANCE
L1	S21°12'17"E	102.72'
L2	S55°34'34"W	122.64'
L3	N21°26'47"W	102.62'
(L3)	(SOUTHERLY)	(110.00')
L4	N55°34'34"E	123.08'

05/11/22

INLAND GEODETICS, LLC
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF
WESS ARTHUR CASSENS JR. AND HELEN MARTHA CASSENS CO-TRUSTEES OF THE WESS AND HELEN CASSENS TRUST, U/A

PARCEL 1
PART 2
0.282 ACRES
12,286 Sq. Ft.

SCALE	PROJECT	COUNTY
1" = 100'	COUNTY ROAD 305	WILLIAMSON

S:\PAPE-DAWSON\CR 305\PARCELS\PARCEL 1-PART 2\PARCEL 1-PT2-CASSENS.dgn

EXHIBIT " "

PLAT TO ACCOMPANY PARCEL DESCRIPTION

LEGEND

○	IRON ROD WITH ALUMINUM CAP STAMPED "WILLIAMSON COUNTY" SET
⊙	IRON ROD WITH PLASTIC OR ALUMINUM CAP FOUND - AS NOTED
●	1/2" IRON ROD FOUND
△	CALCULATED POINT
▲	MAG NAIL FOUND
℄	PROPERTY LINE
	DENOTES COMMON OWNERSHIP
	LINE BREAK

P.O.B.	POINT OF BEGINNING
( )	RECORD INFORMATION
P.R.W.C.T.	PLAT RECORDS WILLIAMSON COUNTY, TEXAS
D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS

1) All bearings shown hereon are based on grid bearing. All distances are surface distances. Coordinates are surface values based on the Texas State Plane Coordinate System, NAD 83, Central Zone.

THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. GT2100336, ISSUED BY TEXAN TITLE INSURANCE COMPANY, EFFECTIVE DATE DECEMBER 15, 2021, ISSUE DATE DECEMBER 26, 2021.

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10B. RIGHT OF WAY EASEMENT TO JARRELL-SCHWERTNER WATER SUPPLY CORPORATION RECORDED IN VOL. 524, PG. 749, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CAN NOT BE LOCATED.

C. EASEMENT TO TEXAS POWER & LIGHT COMPANY AND GENERAL TELEPHONE COMPANY RECORDED IN VOLUME 664, PAGE 875, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CAN NOT BE LOCATED.

I. ELECTRIC UTILITY EASEMENT AND COVENANT OF ACCESS TO BARTLETT ELECTRIC COOPERATIVE, INC. RECORDED IN DOCUMENT NO. 2008045568, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CAN NOT BE LOCATED.

J. TEMPORARY CONSTRUCTION EASEMENT TO CITY OF JARRELL RECORDED IN DOCUMENT NO. 2012073409, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CAN NOT BE LOCATED.

K. WASTEWATER UTILITY EASEMENT TO JARRELL INDEPENDENT SCHOOL DISTRICT RECORDED IN DOCUMENT NO. 2012073410, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND THAT THE PROPERTY SHOWN HEREON WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION.

M. Stephen Truesdale 23 MAY 2022

M. STEPHEN TRUESDALE DATE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933
LICENSED STATE LAND SURVEYOR
INLAND GEODETICS, LLC
FIRM REGISTRATION NO. 100591-00
1504 CHISHOLM TRAIL ROAD, SUITE 103
ROUND ROCK, TEXAS 78681

STATE OF TEXAS
REGISTERED
M. STEPHEN TRUESDALE
4933
PROFESSIONAL
LAND SURVEYOR

05/11/22

INLAND GEODETICS, LLC
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
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PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF
WESS ARTHUR CASSENS JR. AND HELEN MARTHA CASSENS CO-TRUSTEES OF THE WESS AND HELEN CASSENS TRUST, U/A

PARCEL 1
PART 2
0.282 ACRES
12,286 Sq. Ft.

SCALE	PROJECT	COUNTY
1" = 100'	COUNTY ROAD 305	WILLIAMSON

S:\PAPE-DAWSON\CR 305\PARCELS\PARCEL 1-PART 2\PARCEL 1-PT2-CASSENS.dgn

Commissioners Court - Regular Session **89.**

Meeting Date: 09/13/2022

SE Loop Segment 2 Condemnation Resolution

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a resolution determining the necessity and authorizing the use of eminent domain to condemn (11.368 acres; 0.038 acres; and 1.235 acres easement) required for the construction of Southeast Loop Segment 2. (Nason Hengst a/k/a Nason Garret Hengst/ Parcel 36) Funding Source: TANS: P588

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Resolution

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/08/2022 09:16 AM
Form Started By: Charlie Crossfield		Started On: 08/31/2022 02:54 PM
Final Approval Date: 09/08/2022		

IN THE COMMISSIONERS' COURT
OF WILLIAMSON COUNTY, TEXAS

RESOLUTION

WHEREAS, the Commissioners' Court of Williamson County, Texas, has found and determined that in order to promote the public safety, to facilitate the safety and movement of traffic, and to preserve the financial investment of the public in its roadways, public necessity requires acquisition of fee simple title to that certain tract of land being 11.368 acres (Parcel 36 part 1); 0.038 acres (Parcel 36 part 2) and a drainage easement of 1.235 acres (Parcel 36DE) described by metes and bounds in Exhibits "A & B" owned by **NASON HENGST a/k/a NASON GARRET HENGST.** for the purpose of constructing, reconstructing, maintaining, and operating the Southeast Loop Segment 2 roadway improvements ("Project"), excluding all the oil, gas, and sulphur which can be removed from beneath said real property, without any right whatever remaining to the owner of such oil, gas, and sulphur of ingress to or egress from the surface of said real property for the purpose of exploring, developing, or mining of the same, as a part of the improvements to the Project, at such locations as are necessary and that such constructing, reconstructing, maintaining, and operating shall extend across and upon, and will cross, run through, and be upon the hereinafter described real properties; and

WHEREAS, the Commissioners' Court of Williamson County, Texas, has, through agents employed by the said office, entered into bona fide good faith negotiations with the owners of the hereinafter described properties and has failed to agree with the owners on the compensation and damages, if any, due to said owners. Now, therefore,

the Commissioners' Court of Williamson County, Texas is authorizing the use of its power of eminent domain to condemn property.

BE IT RESOLVED BY THE COMMISSIONERS' COURT OF THE COUNTY OF WILLIAMSON, that the County Attorney or his designated agent be and he is hereby authorized and directed to file or cause to be filed against the owners of any interest in, and the holders of any lien secured by, the following described tracts of land, described in Exhibits "A & B" attached hereto, a suit in eminent domain to acquire the property interests for the aforesaid purposes; and

It is the intent of the Commissioners' Court that this resolution authorizes the condemnation of all property interests required to complete the construction and maintenance of the Project and associated public purposes. If it is later determined that there are any errors in the descriptions contained herein or if later surveys contain more accurate revised descriptions, the County Attorney is authorized to have such errors corrected or revisions made without the necessity of obtaining a new resolution of the Commissioners' Court authorizing the condemnation of the corrected or revised Property.

BE IT FURTHER RESOLVED that the County Attorney or his designated agent be and he is hereby authorized and directed to incur such expenses and to employ such experts as he shall deem necessary to assist in the prosecution of such suit in eminent domain, including, but not limited to, appraisers, engineers, and land use planners or other required expert consultants.

Adopted this _____ day of _____, 2022.

_____
Bill Gravell, Jr.
Williamson County Judge

EXHIBIT "A"

County: Williamson
Parcel No.: 36
Tax ID: R020606
Highway: Southeast Loop
Limits: From: C.R. 137
To: C.R. 404

December 17, 2021

PROPERTY DESCRIPTION FOR PARCEL 36, PARTS 1 & 2

Part 1 – 11.368 AC. (495,190 sq. ft.)

DESCRIPTION OF A 11.368 ACRE (495,190 SQ. FT.) PARCEL OF LAND LOCATED IN THE JAMES HICKMAN SURVEY, ABSTRACT NO. 291, WILLIAMSON COUNTY, TEXAS BEING A PORTION, THE REMAINDER OF A CALLED 100 ACRE TRACT OF LAND DESCRIBED IN A DEED AS TRACT 1TO WILLIAM O. KIRK, RECORDED DECEMBER 19, 2016 IN DOCUMENT NO. 2016118539, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.); SAID 11.368 ACRE (495,190 SQ. FT.) PARCEL, AS SHOWN ON A PLAT PREPARED BY SAM, LLC, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2-inch iron rod found 3,161.78 feet left of Southeast Loop Engineer's Centerline Station (E.C.S.) 300+07.27 on the east line of a called 143.5 acre tract of land described in a deed to LPL Investments, LP, and recorded in Document Number 2010007498, O.P.R.W.C.TX.for the northwest corner of said remainder of a called 100 acre tract, same being the southwest corner of a called 25.000 acre tract of land described in a deed to Arnold Thomas Schnell and Patricia N. Schnell, recorded in Document Number 2016052268, O.P.R.W.C.TX.;

THENCE S 07°46'23" W, with the common line of said 143.5 acre tract and said remainder of a called 100 acre tract, a distance of 3,142.97 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" (Surface Coordinates: N=10,162,653.11, E=3,181,548.16) set 233.50 feet left of Southeast Loop E.C.S 288+65.60, on the proposed north right-of-way line of Southeast Loop, for the northwest corner and the **POINT OF BEGINNING** of the parcel described herein;

THENCE departing the common line of said 143.5 acre tract and said remainder of a called 100 acre tract, with the said proposed north right-of-way line of Southeast Loop, over and across said remainder of a called 100 acre tract, the following six (6) courses and distances numbered 1 – 6:

1) N 76°28'25" E, a distance of 393.27 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 233.50 feet left of Southeast Loop E.C.S. 292+58.87, for the beginning of a curve to the right,

2) with said curve to the right, an arc distance of 231.67 feet, through a central angle of 01°24'20", having a radius of 9,443.50 feet, and a chord which bears N 77°10'35" E, a distance of 231.66 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 230.66 feet left of Southeast Loop E.C.S. 294+90.52,

3) N 79°29'14" E, a distance of 200.70 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 230.66 feet left of Southeast Loop E.C.S. 294+90.52, for the beginning of a curve to the right,

4) with said curve to the right, an arc distance of 84.51 feet, through a central angle of 00°30'46", having a radius of 9,440.00 feet, and a chord which bears N 79°21'12" E, a distance of 84.51 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 215.86 feet left of Southeast Loop E.C.S. 297+75.34, for an angle point,

5) N 08°17'04" E, a distance of 147.66 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 352.95 feet left of Southeast Loop E.C.S. 298+30.21, for an angle point, and

6) N 80°09'02" E, a distance of 65.71 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 348.73 feet left of Southeast Loop E.C.S. 298+95.78, being on the east line of said remainder of a called 100 acre tract, same being the west line of Lot 11 of Brushy Point Estates, a subdivision of record in Cabinet O, Slides 73 – 74, Plat Records of Williamson County, Texas (P.R.W.C.TX.), described in a deed to Stephen T. Walker, and unmarried man, and Candice M. Visser, an unmarried woman, and recorded in Document Number 2012013803, O.P.R.W.C.TX., for the northeast corner of the parcel described herein;

7) **THENCE** S 07°53'30" W, departing the proposed north right-of-way line of Southeast Loop, with the common line of said Lot 11 and said remainder of a called 100 acre tract, a distance of 871.48 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 462.56 feet right of Southeast Loop E.C.S. 295+77.54, on the proposed south right-of-way line of Southeast Loop, being the southwest corner of Lot 8, Brushy Point Estates, described in a deed to Donald G. Lee and Katherine S. Lee, and recorded in Document Number 2000027086, O.P.R.W.C.TX, same being the northwest corner of Lot 7, Brushy Point Estates, described in a deed to Andria K. Copeland and Brandon N. Copeland, and recorded in Document Number 2018092034, O.P.R.W.C.TX., for the southeast corner of the parcel described herein;

THENCE departing the east line of said remainder of a called 100 acre tract, with the proposed south right-of-way line of Southeast Loop, over and across said remainder of a called 100 acre tract, the following four (4) courses and distances numbered 8 – 11:

8) N 82°15'58" W, a distance of 142.03 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 411.06 feet right of Southeast Loop E.C.S. 294+45.18, for an angle point,

9) N 07°55'32" E, a distance of 194.55 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 229.99 feet right of Southeast Loop E.C.S. 295+16.33, for an angle point and the beginning of a curve to the right,

10) with said curve to the right, an arc distance of 257.49 feet, through a central angle of 01°33'44", having a radius of 9,443.50 feet, and a chord which bears S 75°41'33" W, a distance of 257.48 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 233.50 feet right of Southeast Loop E.C.S. 292+58.87, and

11) S 76°28'25" W, a distance of 575.35 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 233.50 feet right of Southeast Loop E.C.S. 286+83.53, being on the east line of said 143.5 acre tract and the west line of said remainder of a called 100 acre tract, for the southwest corner of the parcel described herein;

12) **THENCE** N 07°46'23" E, departing the proposed south right-of-way line of Southeast Loop, with the common line of said 143.5 acre tract and said remainder of a called 100 acre tract, a distance of 501.24 feet to the **POINT OF BEGINNING**, and containing 11.368 acres (495,190 sq. ft.) of land, more or less.

Part 2 – 0.038 AC. (1,660 sq. ft.)

DESCRIPTION OF A 0.038 ACRE (1,660 SQ. FT.) PARCEL OF LAND LOCATED IN THE JAMES HICKMAN SURVEY, ABSTRACT NO. 291, WILLIAMSON COUNTY, TEXAS BEING A PORTION OF TRACT 1, THE REMAINDER OF A CALLED 100 ACRE TRACT OF LAND DESCRIBED IN A DEED TO WILLIAM O. KIRK, RECORDED DECEMBER 19, 2016 IN DOCUMENT NO. 2016118539, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.); SAID 0.038 ACRE (1,660 SQ. FT.) PARCEL, AS SHOWN ON A PLAT PREPARED BY SAM, LLC, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2-inch iron rod found 3,161.78 feet left of Southeast Loop Engineer's Centerline Station (E.C.S.) 300+07.27 on the east line of a called 143.5 acre tract of land described in a deed to LPL Investments, LP, and recorded in Document Number 2010007498, O.P.R.W.C.TX., for the northwest corner of said remainder of a called 100 acre tract, being the southwest corner of a called 25.000 acre tract of land described in a deed to Arnold Thomas Schnell and Patricia N. Schnell, and recorded in Document Number 2016052268, O.P.R.W.C.TX.;

THENCE S 07°46'23" W, with the common line of said 143.5 acre tract and said remainder of a called 100 acre tract, a distance of 3,792.66 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" (Surface Coordinates: N=10,162,009.39, E=3,181,460.29) set 371.81 feet right of Southeast Loop E.C.S 286+29.60, being on the proposed north right-of-way line of Farm to Market (F.M.) 1660, for the north corner and the **POINT OF BEGINNING** of the parcel described herein, for the beginning of a curve to the right;

1) **THENCE** departing the common line of said 143.5 acre tract and said remainder of a called 100 acre tract, with the proposed north right-of-way line of F.M. 1660, over and across said remainder of a called 100 acre tract, with said curve to the right, an arc distance of 187.73 feet, through a central angle of 01°39'03", having a radius of 6,516.00 feet, and a chord which bears S 60°12'15" E, a distance of 187.73 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 500.61 feet right of Southeast Loop E.C.S. 287+66.18, being on the existing north right-of-way line of F.M. 1660, a variable width right-of-way described in a deed recorded in Volume 384, Page 610, Deed Records of Williamson County, Texas (D.R.W.C.TX.), and depicted on Texas Department of Transportation (TXDOT) strip map CSJ Number 1566-002-01, dated July, 1952, for the east corner of the parcel described herein;

THENCE departing the proposed north right-of-way line of F.M. 1660, with the existing north right-of-way line of said F.M. 1660, the following two (2) courses and distances numbered 2 – 3:

2) N 76°27'34" W, a distance of 14.08 feet to a calculated point for the south corner of the parcel described herein, and

3) N 63°36'21" W, a distance of 168.86 feet to a calculated point, for the southeast corner of said 143.5 acre tract, the southwest corner of said remainder of a called 100 acre tract and the west corner of the parcel described herein, from which a damaged TXDOT Type I concrete monument found bears S 07°46'23" W, a distance of 1.20 feet;

4) **THENCE** N 07°46'23" E, departing the existing north right-of-way line of said F.M. 1660, with the common line of said 143.5 acre tract and said remainder of a called 100 acre tract, a distance of 15.06 feet to the **POINT OF BEGINNING**, and containing 0.038 acres (1,660 sq. ft.) of land, more or less.

Part 1 = 11.368 AC. - 495,190 sq. ft.
Part 2 = 0.038 AC. – 1,660 sq. ft.
Total = 11.406 AC. - 496,850 sq. ft.

This property description is accompanied by a separate plat of even date.

Bearing Basis:
All bearings shown are based on NAD83/2011/NADV88 Texas Coordinate System, Central Zone. All distances shown are surface and may be converted to grid by dividing by a Surface Adjustment Factor of 1.00012352. All coordinated shown are in surface and may be converted by dividing by the same factor. Project units are in U.S. Survey Feet.

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TRAVIS §

That I, Scott C. Brashear, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

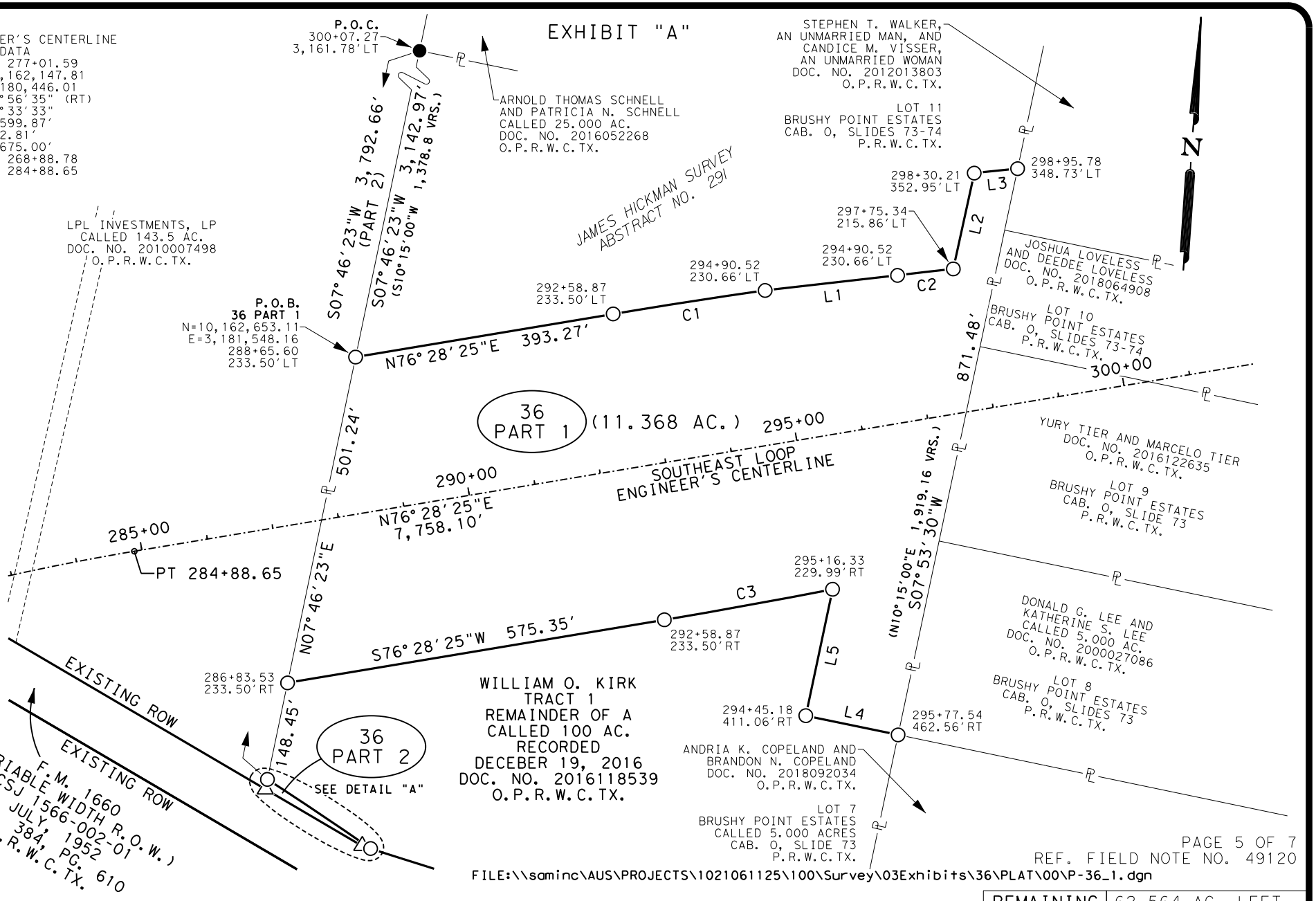
WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on the date shown below.

Preliminary
12/17/2021 9:31:56 AM

Scott C. Brashear Date
Registered Professional Land Surveyor
No. 6660 – State of Texas

SURVEYING AND MAPPING, LLC
4801 Southwest Pkwy
Building Two, Suite 100
Austin, Texas 78735
TX. Firm No. 10064300

EXHIBIT "A"



REF. FIELD NOTE NO. 49120

FILE:\\saminc\AUS\PROJECTS\1021061125\100\Survey\03Exhibits\36\PLAT\00\P-36_1.dgn

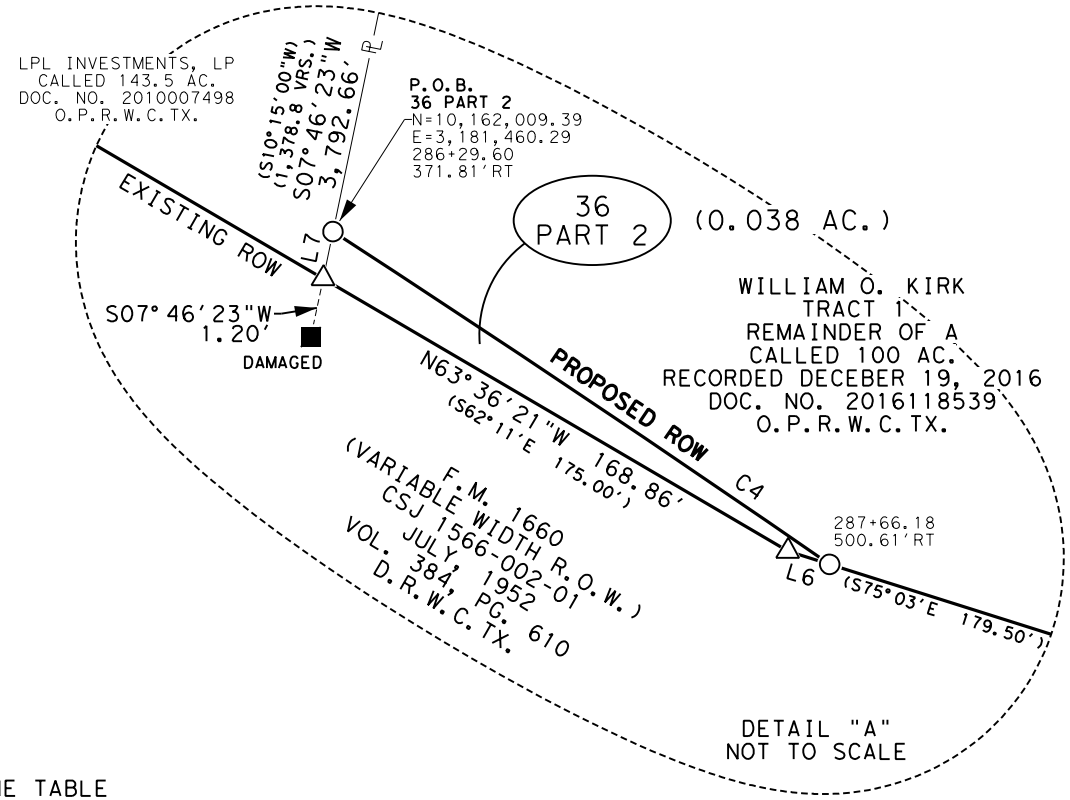
				REMAINING	62.564 AC. LEFT
EXISTING	*85.196 AC.	ACQUIRE	11.406 AC.	REMAINING	11.226 AC. RIGHT

SAM™
4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
WILLIAM O. KIRK
TAX ID: R020606
PARCEL 36, PARTS 1 & 2
11.406 AC. (496,850 SQ. FT.)

CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	01°24'20"RT	9,443.50'	231.67'	231.66'	N77°10'35"E
C2	00°30'46"RT	9,440.00'	84.51'	84.51'	N79°21'12"E
C3	01°33'44"RT	9,443.50'	257.49'	257.48'	S75°41'33"W
C4	01°39'03"RT	6,516.00'	187.73'	187.73'	S60°12'15"E



LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	N79°29'14"E	200.70'
L2	N08°17'04"E	147.66'
L3	N80°09'02"E	65.71'
L4	N82°15'58"W	142.03'
L5	N07°55'32"E	194.55'
L6	N76°27'34"W	14.08'
L7	N07°46'23"E	15.06'

REF. FIELD NOTE NO. 49120

FILE:\\saminc\AUS\PROJECTS\1021061125\100\Survey\03Exhibits\36\PLAT\00\P-36_1.dgn

				REMAINING	62.564 AC. LEFT
EXISTING	*85.196 AC.	ACQUIRE	11.406 AC.	REMAINING	11.226 AC. RIGHT

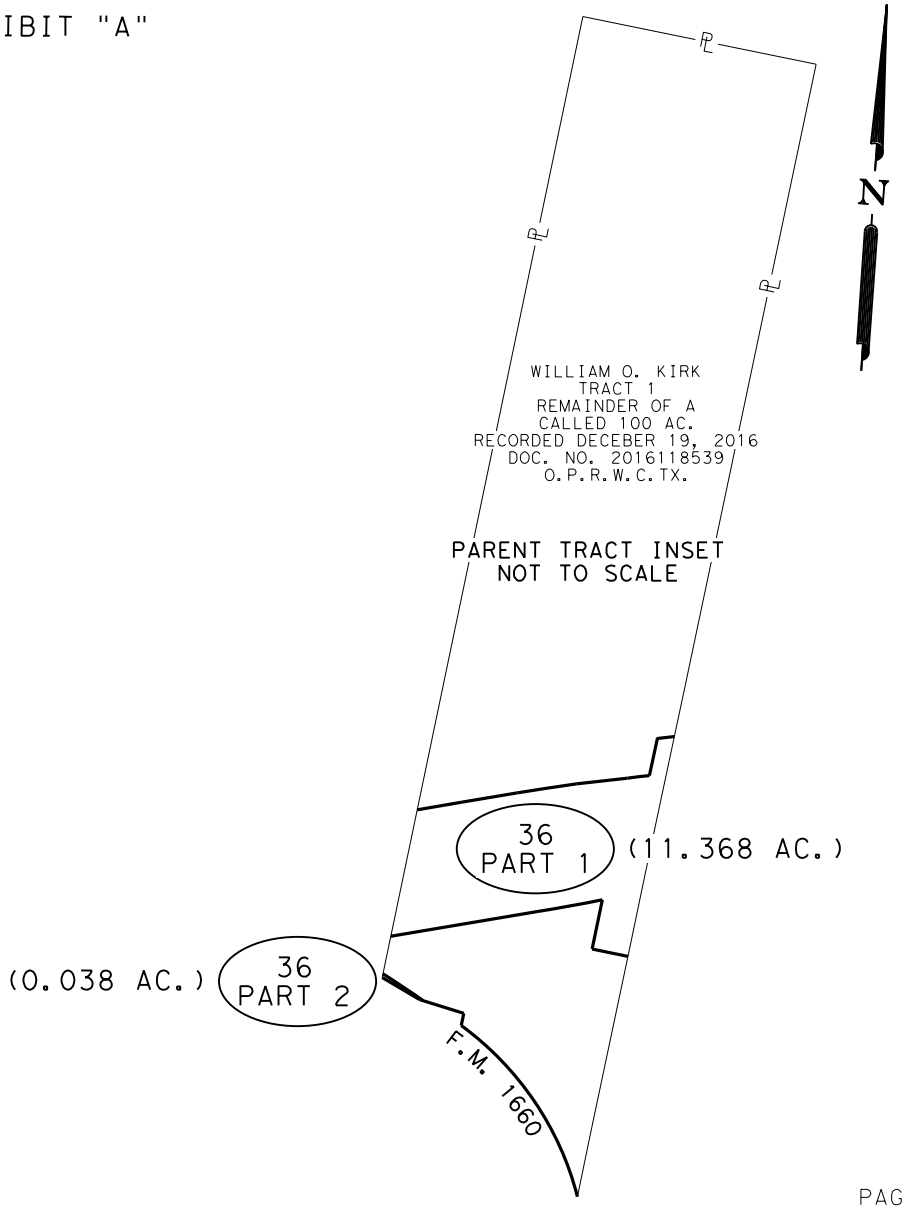
SAM™
4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
WILLIAM O. KIRK
TAX ID: R020606
PARCEL 36, PARTS 1 & 2
11.406 AC. (496,850 SQ. FT.)

LEGEND

○	5/8" IRON ROD SET WITH ALUMINUM CAP STAMPED "WILLIAMSON COUNTY"
●	1/2" IRON ROD FOUND UNLESS NOTED
⬡	FENCE POST (TYPE NOTED)
■	TYPE I CONCRETE MONUMENT FOUND
⊡	TXDOT TYPE II BRONZE DISK IN CONCRETE FOUND
⊙	1/2" IRON PIPE FOUND UNLESS NOTED
▲	80D NAIL FOUND
⊕	MAGNAIL FOUND
◎	SPINDLE FOUND
✖	RAILROAD TIE
△	CALCULATED POINT
℄	PROPERTY LINE
( )	RECORD INFORMATION
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCING
P.O.R.	POINT OF REFERENCE
N.T.S.	NOT TO SCALE
D.R.W.C.TX.	DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
O.R.W.C.TX.	OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.TX.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
---\/---	DISTANCE NOT TO SCALE
------	DEED LINE (COMMON OWNERSHIP)

EXHIBIT "A"



NOTES:

1. ALL BEARINGS SHOWN ARE BASED ON NAD83/2011/NAVD88 TEXAS COORDINATE SYSTEM, CENTRAL ZONE. ALL DISTANCES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A SURFACE ADJUSTMENT FACTOR OF 1.00012352. ALL COORDINATES SHOWN ARE IN SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY THE SAME FACTOR. PROJECT UNITS ARE IN U.S. SURVEY FEET.
2. THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF TITLE REPORT, THERE MAY BE EASEMENTS OR OTHER MATTERS, RECORDED OR UNRECORDED, THAT ARE NOTSHOWN.
3. SOUTHEAST LOOP ENGINEER'S CENTERLINE ALIGNMENT DERIVED FROM JOHNSON, MIRMIRAN & THOMPSON, INC. SCHEMATIC RECEIVED BY SAM, LLC. IN OCTOBER, 2021.
4. THIS PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.
5. * ACREAGE CALCULATED BY SAM, LLC.

REF. FIELD NOTE NO. 49120

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION AND THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

FILE:\\saminc\AUS\PROJECTS\1021061125\100\Survey\03Exhibits\36\PLAT\00\P-36_1.dgn

				REMAINING	62.564 AC. LEFT
EXISTING	*85.196 AC.	ACQUIRE	11.406 AC.	REMAINING	11.226 AC. RIGHT

Preliminary

12/17/2021 9:32:10 AM

SCOTT C. BRASHEAR
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6660, STATE OF TEXAS

DATE

SAM™
4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
WILLIAM O. KIRK
TAX ID: R020606
PARCEL 36, PARTS 1 & 2
11.406 AC. (496,850 SQ. FT.)

EXHIBIT "B"

County: Williamson
Parcel No.: DE-36
Tax ID: R020606
Highway: Southeast Loop
Limits: From: C.R. 137
To: C.R. 404

December 17, 2021

PROPERTY DESCRIPTION FOR DRAINAGE EASEMENT 36

DESCRIPTION OF A 1.235 ACRE (53,779 SQ. FT.) EASEMENT LOCATED IN THE JAMES HICKMAN SURVEY, ABSTRACT NO. 291, WILLIAMSON COUNTY, TEXAS BEING A PORTION OF A REMAINDER OF A CALLED 100 ACRE TRACT OF LAND, DESCRIBED AS TRACT 1 IN A DEED TO WILLIAM O. KIRK, RECORDED DECEMBER 19, 2016 IN DOCUMENT NO. 2016118539, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.); SAID 1.235 ACRE (53,779 SQ. FT.) EASEMENT, AS SHOWN ON A PLAT PREPARED BY SAM, LLC, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2-inch iron rod found 3,161.78 feet left of Southeast Loop Engineer's Centerline Station (E.C.S.) 300+07.27 on the west line of a remainder of a called 143.5 acre tract of land, described in a deed to LPL Investments, LP, recorded in Document No. 2010007498, O.P.R.W.C.TX., for the northwest corner of said remainder of a called 100 acre tract, same being the southwest corner of a called 25.000 acre tract of land described, in a deed to Arnold Thomas Schnell and Patricia N. Schnell, recorded in Document No. 2016052268, O.P.R.W.C.TX.;

THENCE S 82°28'37" E, continuing with the common line of said 25.000 acre tract and said remainder of a called 100 acre tract, a distance of 923.49 feet to a calculated point on the west line of Brushy Point Estates, recorded in Cabinet O, Slides 73-74, Plat Records Williamson County, Texas (P.R.W.C.TX.), for the northeast corner of said remainder of a called 100 acre tract;

THENCE S 07°53'30" W, departing the common line of said 25.000 acre tract and said remainder of a called 100 acre tract, with the common line of said remainder of a called 100 acre tract and said west line of Brushy Point Estates, a distance of 3,536.91 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" (Surface Coordinates: N=10,162,142.88, E=3,182,403.16) set 462.56 feet right of Southeast Loop E.C.S 295+77.54, for the northeast corner and the **POINT OF BEGINNING** of the easement described herein;

THENCE, continuing with the common line of said remainder of a called 100 acre tract and said west line of Brushy Point Estates, the following two (2) courses and distances numbered 1–2:

1) S 07°53'30" W, a distance of 677.91 feet to a calculated point 1,093.65 feet right of Southeast Loop E.C.S. 293+29.99, and

2) S 07°40'35" W, passing at a distance of 200.89 feet a calculated point, and continuing for a total distance of 274.64 feet to a calculated point 1,349.70 feet right of Southeast Loop E.C.S. 292+30.66 on the existing north right-of-way line of Farm to Market (F.M.) 1660, a variable width right-of-way, as depicted on Texas Department of Transportation (TXDOT) strip map CSJ Number 1566-002-01, for the southwest corner of Lot 2, of said Brushy Point Estates, described in a deed to Lindell Fair (1/2 interest), recorded in Document No. 9712600, Real Property Records of Williamson County, (R.P.R.W.TX.) and Pat J. Fair (1/2 interest), recorded in Document No. 2007045543, O.P.R.W.C.TX., same being the southeast corner of said remainder of a called 100 acre tract and the easement described herein, said point being the beginning of a curve to the left;

3) **THENCE** departing the common line of said Lot 2 and said remainder of a called 100 acre tract, with the existing north right-of-way line of said F.M. 1660 and said curve to the left, having a radius of 1,185.64 feet, through a delta of 06°02'19", an arc length of 125.07 feet, and a chord which bears N 21°27'34" W, a distance of 125.01 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 1,225.89 feet right of Southeast Loop E.C.S. 292+13.41, for the southwest corner of the easement described herein;

4) **THENCE** N 07°56'05" E, departing the existing north right-of-way line of said F.M. 1660, over and across said remainder of a called 100 acre tract, a distance of 843.42 feet to a calculated point 411.06 feet right of Southeast Loop E.C.S. 294+45.18 on the proposed south right-of-way line of Southeast Loop, for the northwest corner of the easement described herein;

5) **THENCE** S 82°15'58" E, with the proposed south right-of-way line of Southeast Loop, over and across said remainder of a called 100 acre tract, a distance of 59.61 feet to the **POINT OF BEGINNING**, and containing 11.368 acres (495,166 sq. ft.) of land, more or less.

This property description is accompanied by a separate plat of even date.

Bearing Basis:
All bearings shown are based on NAD83/2011/NADV88 Texas Coordinate System, Central Zone. All distances shown are surface and may be converted to grid by dividing by a Surface Adjustment Factor of 1.00012352. All coordinated shown are in surface and may be converted by dividing by the same factor. Project units are in U.S. Survey Feet.

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TRAVIS §

That I, Scott C. Brashear, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on the date shown below.

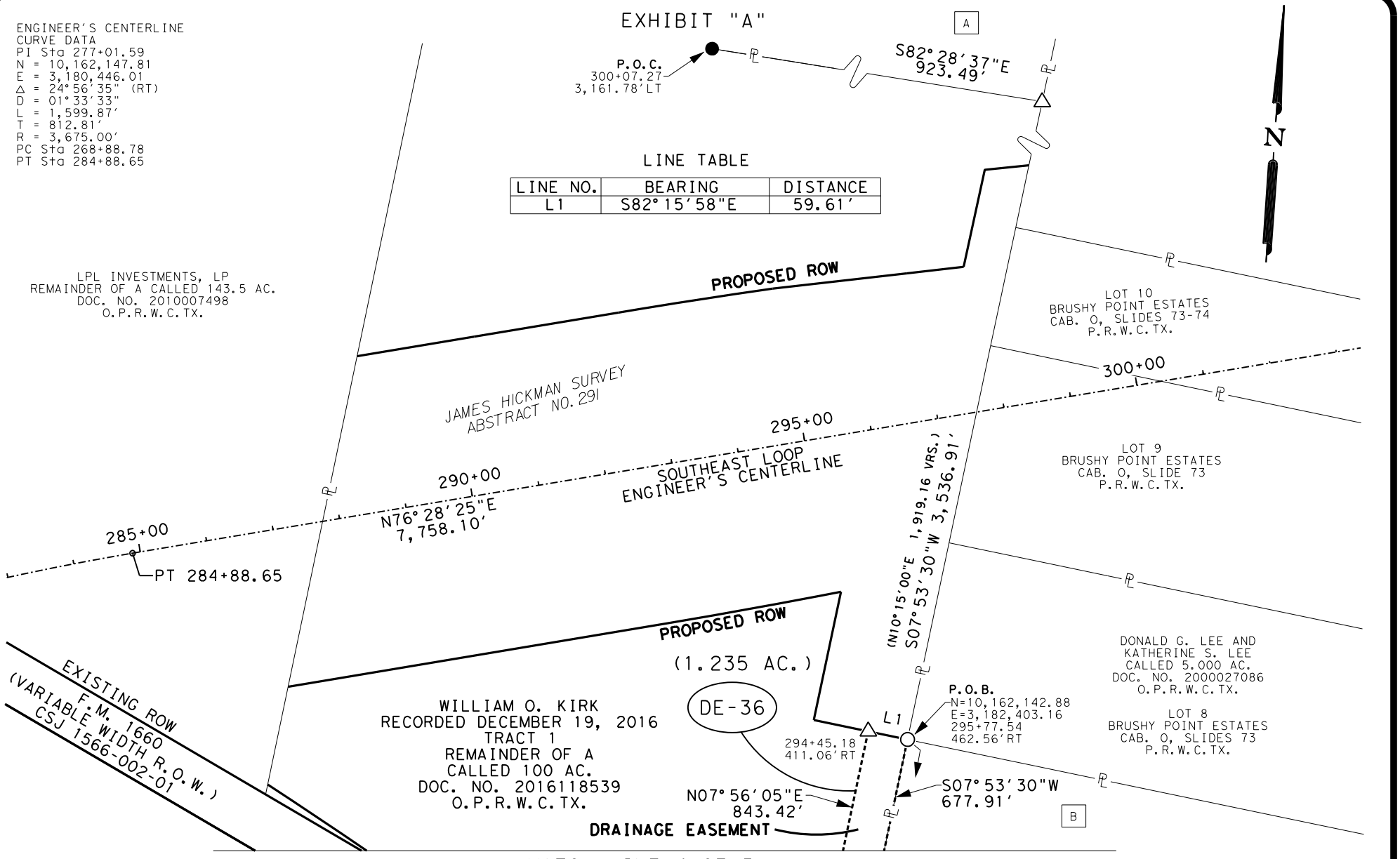
Preliminary

12/17/2021 1:46:58 PM

SURVEYING AND MAPPING, LLC
4801 Southwest Pkwy
Building Two, Suite 100
Austin, Texas 78735
TX. Firm No. 10064300

Scott C. Brashear Date
Registered Professional Land Surveyor
No. 6660 – State of Texas

EXHIBIT "A"



REF. FIELD NOTE NO. 49120

FILE:\\saminc\AUS\PROJECTS\1021061125\100\Survey\03Exhibits\36_DE\PLAT\00\P-36_DE.dgn

EXISTING	*85.192 AC.	ACQUIRE	1.235 AC.	REMAINING	83.957 AC. RIGHT

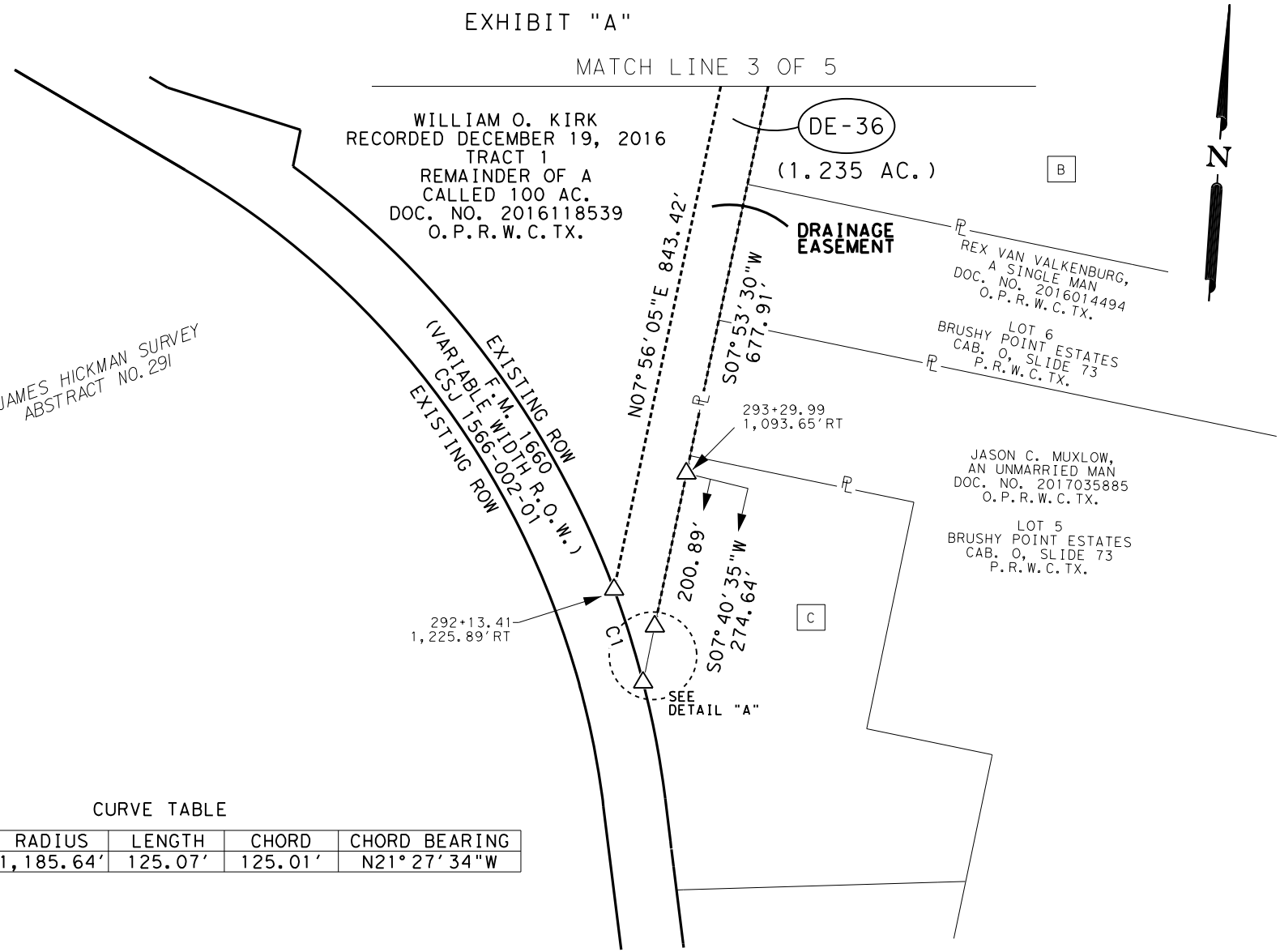
200 0 100 200

GRAPHIC SCALE
SCALE: 1" = 200'
WILLIAMSON COUNTY, TEXAS

SAM™
4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

DRAINAGE EASEMENT SKETCH
SHOWING PROPERTY OF
WILLIAM O. KIRK
TAX ID: R020606
DE-36
1.235 AC. (53,779 SQ. FT.)

EXHIBIT "A"



CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	06°02'19"LT	1,185.64'	125.07'	125.01'	N21°27'34"W

200 0 100 200

GRAPHIC SCALE
SCALE: 1" = 200'
WILLIAMSON COUNTY, TEXAS

REF. FIELD NOTE NO. 49120

FILE:\\saminc\AUS\PROJECTS\1021061125\100\Survey\03Exhibits\36_DE\PLAT\00\P-36_DE.2.dgn

EXISTING	*85.192 AC.	ACQUIRE	1.235 AC.	REMAINING	83.957 AC. RIGHT

SAM™
4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

DRAINAGE EASEMENT SKETCH
SHOWING PROPERTY OF
WILLIAM O. KIRK
TAX ID: R020606
DE-36
1.235 AC. (53,779 SQ. FT.)

LEGEND

○	5/8" IRON ROD SET WITH ALUMINUM CAP STAMPED "WILLIAMSON COUNTY"
●	1/2" IRON ROD FOUND UNLESS NOTED
⬡	FENCE POST (TYPE NOTED)
■	TYPE I CONCRETE MONUMENT FOUND
⊡	TXDOT TYPE II BRONZE DISK IN CONCRETE FOUND
⊙	1/2" IRON PIPE FOUND UNLESS NOTED
▲	80D NAIL FOUND
⊕	MAGNAIL FOUND
◎	SPINDLE FOUND
✖	RAILROAD TIE
△	CALCULATED POINT
℄	PROPERTY LINE
( )	RECORD INFORMATION
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCING
P.O.R.	POINT OF REFERENCE
N.T.S.	NOT TO SCALE
D.R.W.C.TX.	DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
O.R.W.C.TX.	OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.TX.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
	DISTANCE NOT TO SCALE
	DEED LINE (COMMON OWNERSHIP)

EXHIBIT "A"

[A] ARNOLD THOMAS SCHNELL AND PATRICIA N. SCHNELL
CALLED 25.000 AC.
DOC. NO. 2016052268
O.P.R.W.C.TX.

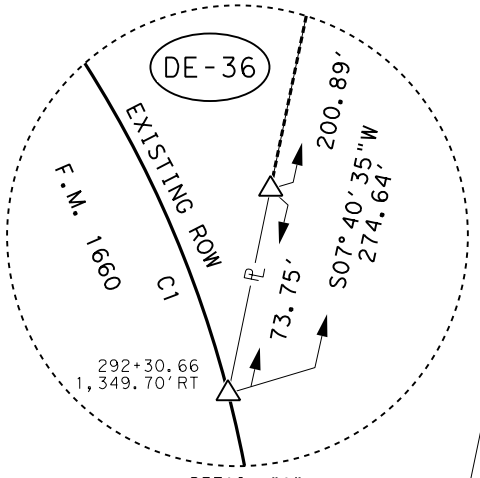
[B] ANDRIA K. COPELAND AND BRANDON N. COPELAND
DOC. NO. 2018092034
O.P.R.W.C.TX.

LOT 7
BRUSHY POINT ESTATES
CALLED 5.000 ACRES
CAB. O, SLIDE 73
P.R.W.C.TX.

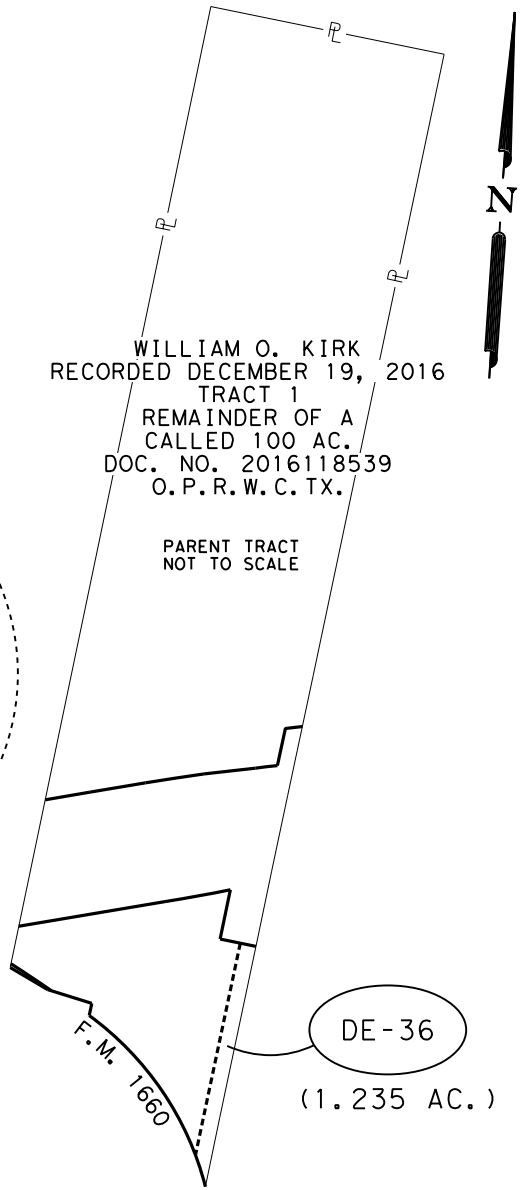
[C] LINDELL FAIR (1/2 INTEREST)
DOC. NO. 9712600
O.R.W.C.TX.

PAT J. FAIR (1/2 INTEREST)
DOC. NO. 2007045543
O.P.R.W.C.TX.

LOT 2
BRUSHY POINT ESTATES
CAB. O, SLIDE 73
P.R.W.C.TX.



DETAIL "A"
NOT TO SCALE



NOTES:

1. ALL BEARINGS SHOWN ARE BASED ON NAD83/2011/NAVD88 TEXAS COORDINATE SYSTEM, CENTRAL ZONE. ALL DISTANCES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A SURFACE ADJUSTMENT FACTOR OF 1.00012352. ALL COORDINATES SHOWN ARE IN SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY THE SAME FACTOR. PROJECT UNITS ARE IN U.S. SURVEY FEET.
2. THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF TITLE REPORT, THERE MAY BE EASEMENTS OR OTHER MATTERS, RECORDED OR UNRECORDED, THAT ARE NOTSHOWN.
3. SOUTHEAST LOOP ENGINEER'S CENTERLINE ALIGNMENT DERIVED FROM JOHNSON, MIRMIRAN & THOMPSON, INC. SCHEMATIC RECEIVED BY SAM, LLC. IN OCTOBER, 2021.
4. THIS PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.
5. * ACREAGE CALCULATED BY SAM, LLC.

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION AND THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Preliminary

12/17/2021 1:47:05 PM

SCOTT C. BRASHEAR
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6660, STATE OF TEXAS

DATE

REF. FIELD NOTE NO. 49120
FILE:\\saminc\AUS\PROJECTS\1021061125\100\Survey\03Exhibits\36_DE\PLAT\00\P-36_DE.2.dgn

EXISTING	*85.192 AC.	ACQUIRE	1.235 AC.	REMAINING	83.957 AC. RIGHT

SAM™
4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

DRAINAGE EASEMENT SKETCH
SHOWING PROPERTY OF
WILLIAM O. KIRK
TAX ID: R020606
DE-36
1.235 AC. (53,779 SQ. FT.)

Commissioners Court - Regular Session **90.**

Meeting Date: 09/13/2022

SE Loop Segment 2 Condemnation Resolution

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a resolution determining the necessity and authorizing the use of eminent domain to condemn (2.863 acres) required for the construction of Southeast Loop Segment 2. (Jeff and Geraldine George/ Parcel 33) Funding Source: TANS: P588

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Resolution

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/08/2022 09:14 AM
Form Started By: Charlie Crossfield		Started On: 08/31/2022 02:57 PM
Final Approval Date: 09/08/2022		

IN THE COMMISSIONERS' COURT
OF WILLIAMSON COUNTY, TEXAS

RESOLUTION

WHEREAS, the Commissioners' Court of Williamson County, Texas, has found and determined that in order to promote the public safety, to facilitate the safety and movement of traffic, and to preserve the financial investment of the public in its roadways, public necessity requires acquisition of fee simple title to that certain tract of land being 2.863 acres (Parcel 33) described by metes and bounds in Exhibit "A" owned by **JEFF GEORGE AND GERALDINE GEORGE.** for the purpose of constructing, reconstructing, maintaining, and operating the Southeast Loop Segment 2 roadway improvements ("Project"), excluding all the oil, gas, and sulphur which can be removed from beneath said real property, without any right whatever remaining to the owner of such oil, gas, and sulphur of ingress to or egress from the surface of said real property for the purpose of exploring, developing, or mining of the same, as a part of the improvements to the Project, at such locations as are necessary and that such constructing, reconstructing, maintaining, and operating shall extend across and upon, and will cross, run through, and be upon the hereinafter described real properties; and

WHEREAS, the Commissioners' Court of Williamson County, Texas, has, through agents employed by the said office, entered into bona fide good faith negotiations with the owners of the hereinafter described properties and has failed to agree with the owners on the compensation and damages, if any, due to said owners. Now, therefore, the Commissioners' Court of Williamson County, Texas is authorizing the use of its power of eminent domain to condemn property.

BE IT RESOLVED BY THE COMMISSIONERS' COURT OF THE COUNTY OF WILLIAMSON, that the County Attorney or his designated agent be and he is hereby authorized and directed to file or cause to be filed against the owners of any interest in, and the holders of any lien secured by, the following described tracts of land, described in Exhibit "A" attached hereto, a suit in eminent domain to acquire the property interests for the aforesaid purposes; and

It is the intent of the Commissioners' Court that this resolution authorizes the condemnation of all property interests required to complete the construction and maintenance of the Project and associated public purposes. If it is later determined that there are any errors in the descriptions contained herein or if later surveys contain more accurate revised descriptions, the County Attorney is authorized to have such errors corrected or revisions made without the necessity of obtaining a new resolution of the Commissioners' Court authorizing the condemnation of the corrected or revised Property.

BE IT FURTHER RESOLVED that the County Attorney or his designated agent be and he is hereby authorized and directed to incur such expenses and to employ such experts as he shall deem necessary to assist in the prosecution of such suit in eminent domain, including, but not limited to, appraisers, engineers, and land use planners or other required expert consultants.

Adopted this _____ day of _____, 2022.

_____
Bill Gravell, Jr.
Williamson County Judge

EXHIBIT "A"

County: Williamson
Parcel No.: 33
Tax ID: R309569
Highway: Southeast Loop
Limits: From: C.R. 137
To: C.R. 404

April 19, 2022

PROPERTY DESCRIPTION FOR PARCEL 33

DESCRIPTION OF A 2.863 ACRE (124,710 SQ. FT.) PARCEL OF LAND LOCATED IN THE MATHIAS WILBARGER SURVEY, SECTION NO. 15, ABSTRACT NO. 663, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 5.097 ACRE TRACT OF LAND, DESCRIBED IN A DEED TO JEFF BASSETT GEORGE AND GERALDINE IVEY GEORGE, HUSBAND AND WIFE, RECORDED JUNE 19, 2017 IN DOCUMENT NO. 2017062412, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.) AND BEING A PORTION OF A CALLED 4.977 ACRE TRACT OF LAND, DESCRIBED IN SAID DEED TO JEFF BASSETT GEORGE AND GERALDINE IVEY GEORGE, HUSBAND AND WIFE; SAID 2.863 ACRE (124,710 SQ. FT.) PARCEL, AS SHOWN ON A PLAT PREPARED BY SAM, LLC, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2-inch iron rod found 1,988.70 feet right of Southeast Loop Engineer's Centerline Station (E.C.S.) 214+48.99 on the existing north right-of-way line of C.R. 139, a variable width right-of-way, no record information found, for the southwest corner of a called 4.35 acre tract of land, described in a deed to Jay M. Glasscock, recorded in Document No. 2010056693, O.P.R.W.C.TX., same being the southeast corner of a called 19.681 acre tract of land, described in a deed to Peggy L. Peterson, recorded in Document No. 2000073754, O.P.R.W.C.TX.;

THENCE N 07°46'10" E, departing the existing north right-of-way line of said C.R. 139, with the east line of said 19.681 acre tract, a distance of 1,843.11 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" (Surface Coordinates: N=10,158,440.02, E=3,175,807.79) set 227.78 feet right of Southeast Loop E.C.S. 218+28.48 on the proposed south right-of-way line of Southeast Loop, for the southwest corner and the **POINT OF BEGINNING** of the parcel described herein;

1) **THENCE** N 07°46'10" E, departing the proposed south right-of-way line of said Southeast Loop, with the common line of said 19.681 acre tract and said 4.977 acre tract, a distance of 412.31 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 147.00 feet left of Southeast Loop E.C.S. 219+97.94 on the proposed north right-of-way line of said Southeast Loop, for the northwest corner of the parcel described herein, said point being the beginning of a curve to the left;

2) **THENCE**, departing the common line of said 19.681 acre tract and said 4.977 acre tract, with the proposed north right-of-way line of said Southeast Loop and said curve to the left, over and across said 5.097 acre tract and said 4.977 acre tract, an arc distance of 346.58 feet, through a delta of 09°19'53", having a radius of 2,128.00 feet, and a chord that bears N 66°14'54" E, a distance of 346.20 feet to a calculated point 147.00 feet left of Southeast Loop E.C.S. 223+68.46 in the center of Brushy Creek, same being the common line of said 5.097 acre tract and of a remainder of a called 10.0 acre tract of land, described in a deed to Swindoll Investments LP, recorded in Document No. 2017041967, O.P.R.W.C.TX., for the most northerly northeast corner of the parcel described herein;

3) **THENCE** S 58°42'55" E, departing the proposed north right-of-way line of said Southeast Loop, with the common line of said 5.097 acre tract and said remainder of a called 10.0 acre tract, same being the centerline of said Brushy Creek, a distance of 54.66 feet to a calculated point, for the northwest corner of a called 6.298 acre tract of land, described in a deed to Coneen Cantley, recorded in Document No. 2021038593, O.P.R.W.C.TX., same being the most easterly northeast corner of said 5.097 acre tract and of the parcel described herein;

4) **THENCE** S 07°46'10" W, departing the common line of said 5.097 acre tract and said remainder of a called 10.0 acre tract, same being the centerline of said Brushy Creek, with the common line of said 5.097 acre tract and said 6.298 acre tract, a distance of 300.07 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 147.00 feet right of Southeast Loop E.C.S 222+27.86 on the proposed south right-of-way line of said Southeast Loop, for the southeast corner of the parcel described herein, said point being the beginning of a curve to the right;

THENCE, departing the common line of said 5.097 acre tract and said 6.298 acre tract, with the proposed south right-of-way line of said Southeast Loop, over and across said 5.097 acre tract and said 4.977 acre tract, the following three (3) courses and distances numbered 5-7:

5) With said curve to the right, an arc distance of 317.27 feet, through a delta of 07°30'19", having a radius of 2,422.00 feet, and a chord that bears S 68°52'35" W, a distance of 317.04 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 147.00 feet right of Southeast Loop E.C.S 219+29.85,

6) S 17°22'15" E, a distance of 103.05 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 250.05 feet right of Southeast Loop E.C.S 219+29.85, and

THIS SPACE INTENTIONALLY LEFT BLANK

7) S 85°08'59" W, a distance of 114.20 feet to the **POINT OF BEGINNING**, and containing 2.863 acres (124,710 sq. ft.) of land, more or less.

This property description is accompanied by a separate plat of even date.

Bearing Basis:
All bearings shown are based on NAD83/2011/NADV88 Texas Coordinate System, Central Zone. All distances shown are surface and may be converted to grid by dividing by a Surface Adjustment Factor of 1.00012352. All coordinated shown are in surface and may be converted by dividing by the same factor. Project units are in U.S. Survey Feet.

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TRAVIS §

That I, Scott C. Brashear, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on the date shown below.

Preliminary
04/19/2022 2:06:32 PM

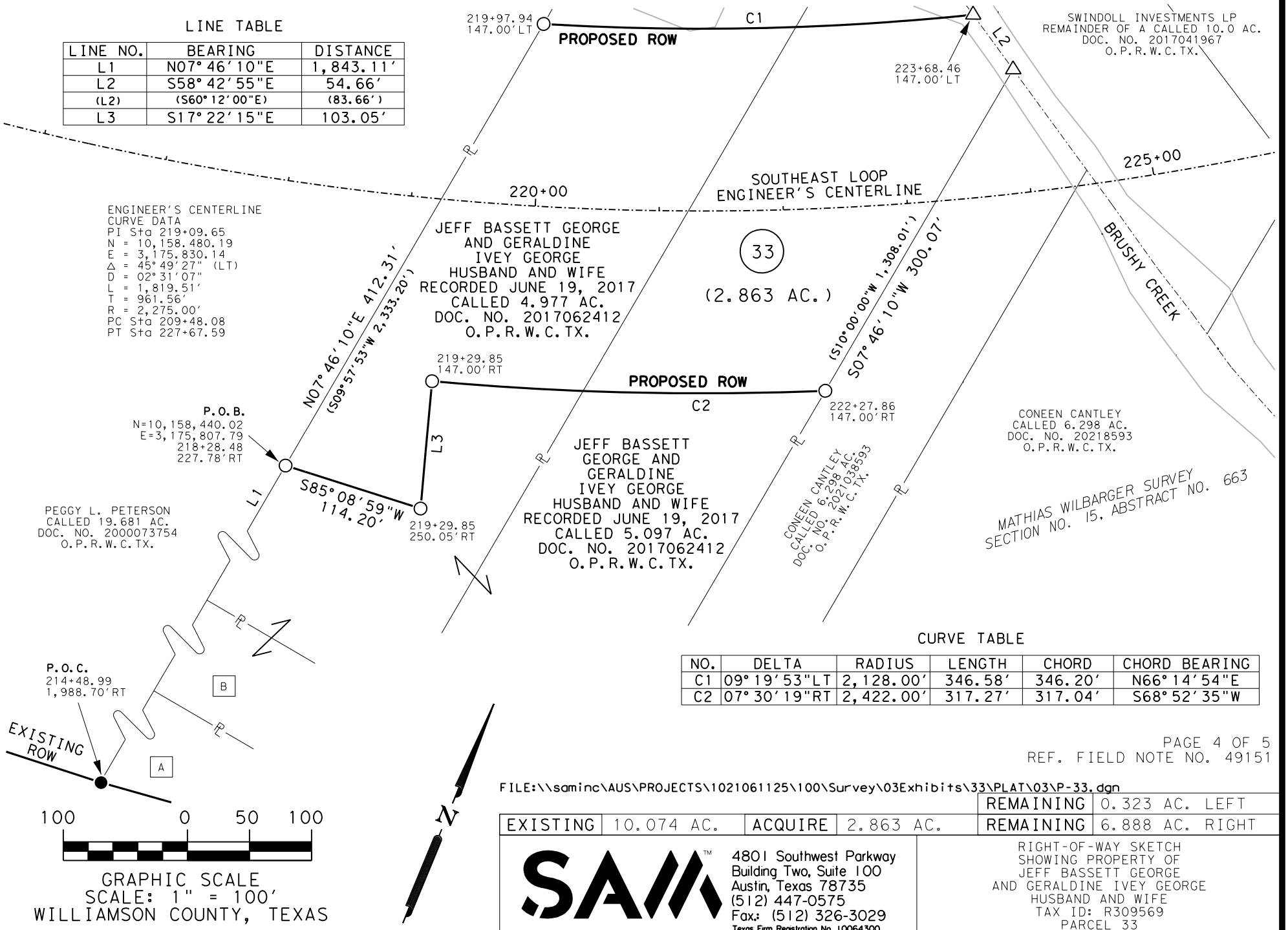
SURVEYING AND MAPPING, LLC
4801 Southwest Pkwy
Building Two, Suite 100
Austin, Texas 78735
TX. Firm No. 10064300

_____
Scott C. Brashear Date
Registered Professional Land Surveyor
No. 6660 – State of Texas

EXHIBIT "A"

LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	N07° 46′ 10"E	1,843.11′
L2	S58° 42′ 55"E	54.66′
(L2)	(S60° 12′ 00"E)	(83.66′)
L3	S17° 22′ 15"E	103.05′



CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	09° 19′ 53"LT	2,128.00′	346.58′	346.20′	N66° 14′ 54"E
C2	07° 30′ 19"RT	2,422.00′	317.27′	317.04′	S68° 52′ 35"W

REF. FIELD NOTE NO. 49151

FILE:\\saminc\AUS\PROJECTS\1021061125\100\Survey\03Exhibits\33\PLAT\03\P-33.dgn

				REMAINING	0.323 AC. LEFT
EXISTING	10.074 AC.	ACQUIRE	2.863 AC.	REMAINING	6.888 AC. RIGHT

SAM™
4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
JEFF BASSETT GEORGE
AND GERALDINE IVEY GEORGE
HUSBAND AND WIFE
TAX ID: R309569
PARCEL 33
2.863 AC. (124,710 SQ. FT.)

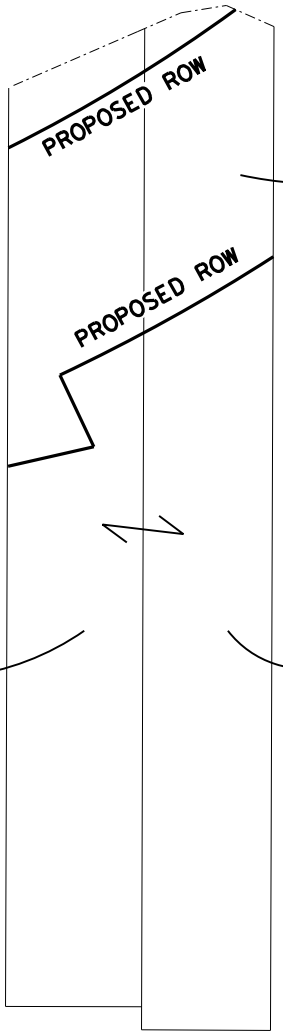
LEGEND

○	5/8" IRON ROD SET WITH ALUMINUM CAP STAMPED "WILLIAMSON COUNTY"
●	1/2" IRON ROD FOUND UNLESS NOTED
⬡	FENCE POST (TYPE NOTED)
■	TYPE I CONCRETE MONUMENT FOUND
⊡	TXDOT TYPE II BRONZE DISK IN CONCRETE FOUND
⊙	1/2" IRON PIPE FOUND UNLESS NOTED
▲	80D NAIL FOUND
⊕	MAGNAIL FOUND
◎	SPINDLE FOUND
✖	RAILROAD TIE
△	CALCULATED POINT
℄	PROPERTY LINE
( )	RECORD INFORMATION
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCING
P.O.R.	POINT OF REFERENCE
N.T.S.	NOT TO SCALE
D.R.W.C.TX.	DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
O.R.W.C.TX.	OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.TX.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
~~	DISTANCE NOT TO SCALE
——1——	DEED LINE (COMMON OWNERSHIP)

NOTES:

1. ALL BEARINGS SHOWN ARE BASED ON NAD83/2011/NAVD88 TEXAS COORDINATE SYSTEM, CENTRAL ZONE. ALL DISTANCES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A SURFACE ADJUSTMENT FACTOR OF 1.00012352. ALL COORDINATES SHOWN ARE IN SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY THE SAME FACTOR. PROJECT UNITS ARE IN U.S. SURVEY FEET.
2. THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF TITLE REPORT, THERE MAY BE EASEMENTS OR OTHER MATTERS, RECORDED OR UNRECORDED, THAT ARE NOTSHOWN.
3. SOUTHEAST LOOP ENGINEER'S CENTERLINE ALIGNMENT DERIVED FROM JOHNSON, MIRMIRAN & THOMPSON, INC. SCHEMATIC RECEIVED BY SAM, LLC. IN OCTOBER, 2021.
4. THIS PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.

* AREA CALCULATED BY SAM,LLC.



JEFF BASSETT GEORGE AND GERALDINE IVEY GEORGE HUSBAND AND WIFE RECORDED JUNE 19, 2017 CALLED 4.977 AC. DOC. NO. 2017062412 O.P.R.W.C.TX.

JEFF BASSETT GEORGE AND GERALDINE IVEY GEORGE HUSBAND AND WIFE RECORDED JUNE 19, 2017 CALLED 5.097 AC. DOC. NO. 2017062412 O.P.R.W.C.TX.

PARENT TRACT
NOT TO SCALE

A

JAY M. GLASSCOCK CALLED 4.35 ACRES DOC. NO. 2010056693 O.P.R.W.C.TX.

B

JEFF BASSETT GEORGE AND GERALDINE IVEY GEORGE HUSBAND AND WIFE CALLED 4.47 AC. DOC. NO. 2017062412 O.P.R.W.C.TX.

REF. FIELD NOTE NO. 49151

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION AND THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

FILE:\\saminc\AUS\PROJECTS\1021061125\100\Survey\03Exhibits\33\PLAT\03\P-33.dgn

				REMAINING	0.323 AC. LEFT
EXISTING	10.074 AC.	ACQUIRE	2.863 AC.	REMAINING	6.888 AC. RIGHT

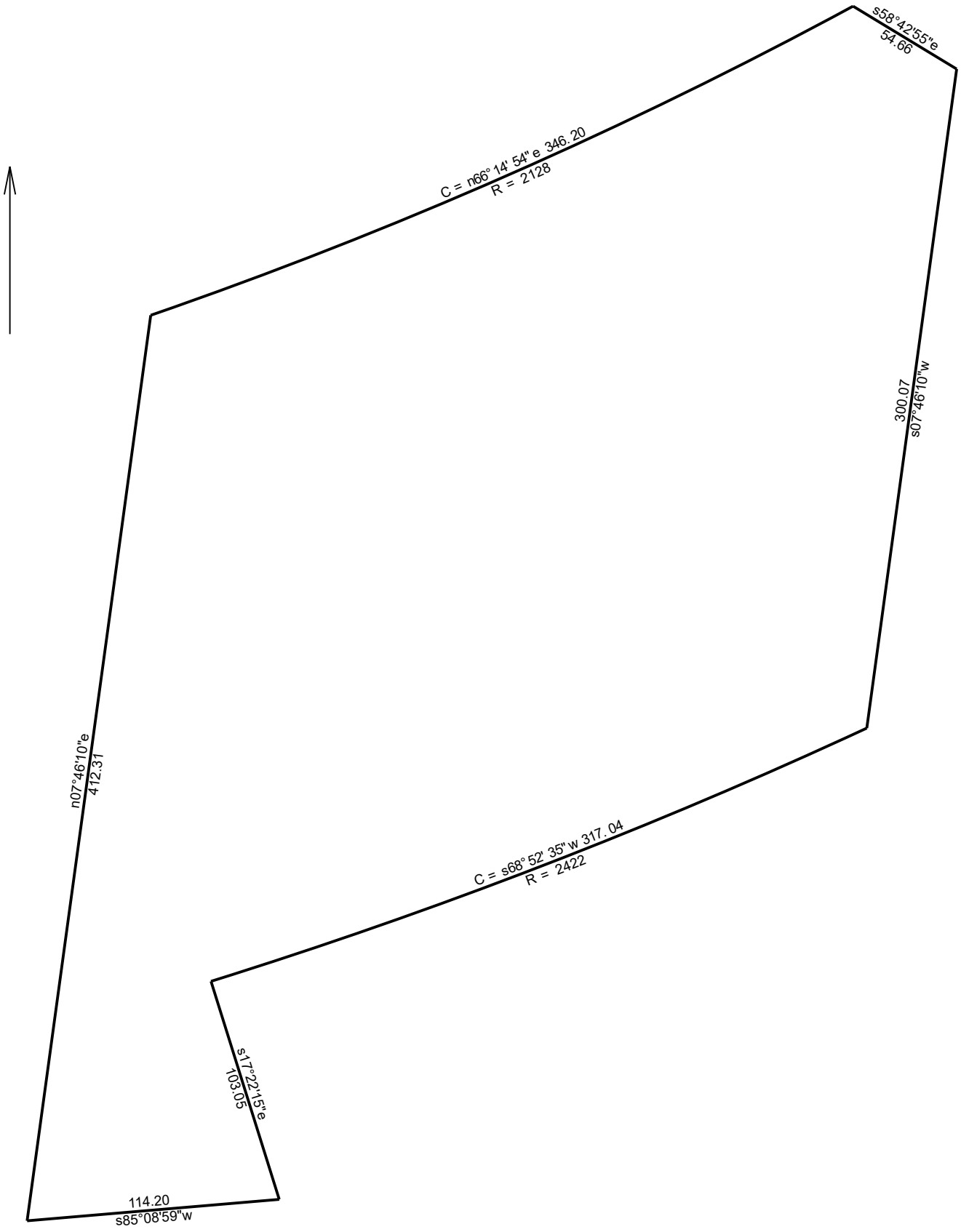
Preliminary
04/19/2022 2:06:37 PM

SCOTT C. BRASHEAR
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6660, STATE OF TEXAS

DATE

SAM™
4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

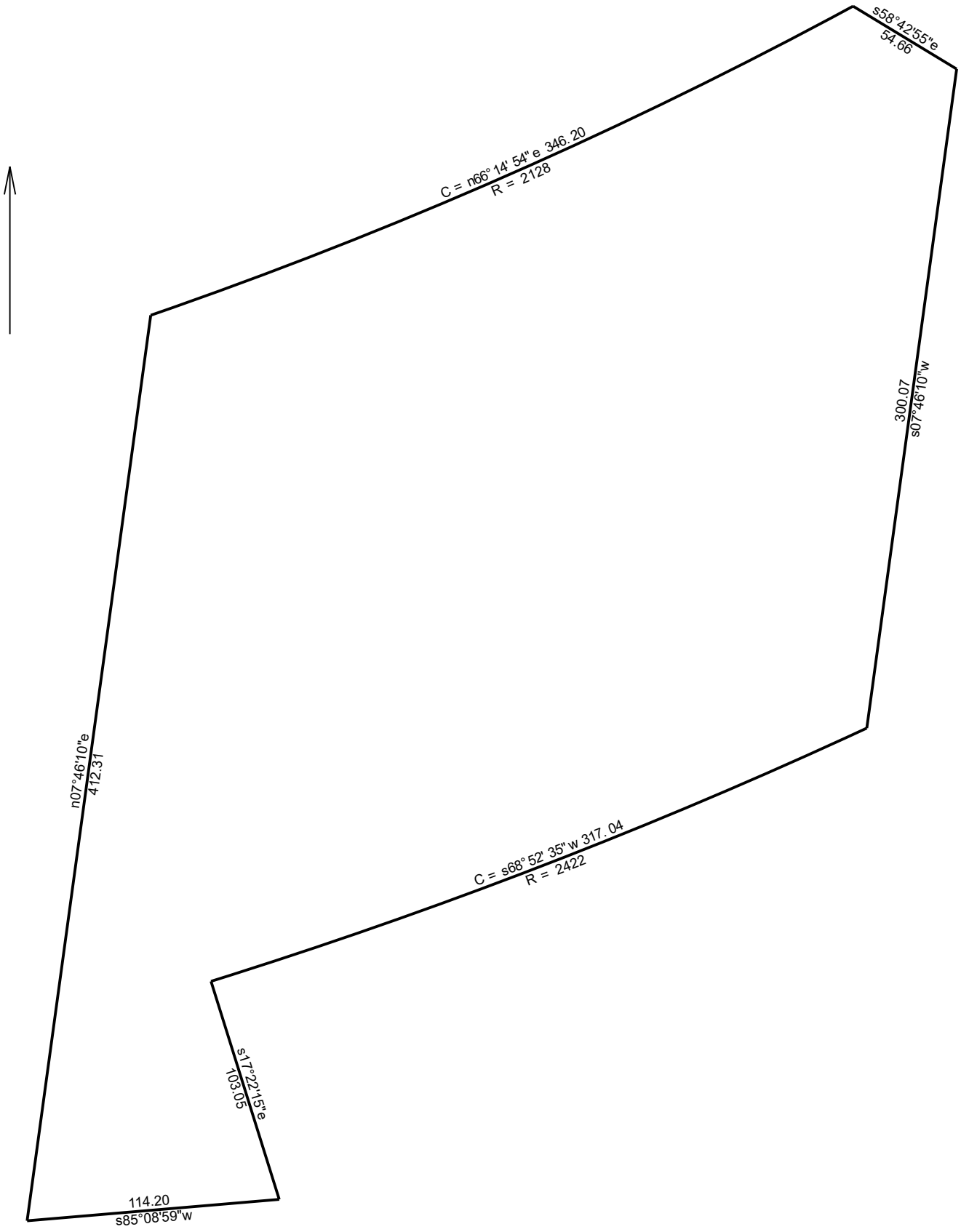
RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
JEFF BASSETT GEORGE
AND GERALDINE IVEY GEORGE
HUSBAND AND WIFE
TAX ID: R309569
PARCEL 33
2.863 AC. (124,710 SQ. FT.)



	3/21/2022
Scale: 1 inch= 63 feet	File: P-33_FN.ndp

Tract 1: 2.8630 Acres (124710 Sq. Feet), Closure: n00.0000e 0.00 ft. (1/396985), Perimeter=1648 ft.

01 n07.4610e 412.31
02 Lt, r=2128.00, chord=n66.1454e 346.20
03 s58.4255e 54.66
04 s07.4610w 300.07
05 Rt, r=2422.00, chord=s68.5235w 317.04
06 s17.2215e 103.05
07 s85.0859w 114.20



	3/21/2022
Scale: 1 inch= 63 feet	File: P-33_PLAT.ndp

Tract 1: 2.8630 Acres (124710 Sq. Feet), Closure: n00.0000e 0.00 ft. (1/396985), Perimeter=1648 ft.

01 n07.4610e 412.31
02 Lt, r=2128.00, chord=n66.1454e 346.20
03 s58.4255e 54.66
04 s07.4610w 300.07
05 Rt, r=2422.00, chord=s68.5235w 317.04
06 s17.2215e 103.05
07 s85.0859w 114.20

Commissioners Court - Regular Session **91.**

Meeting Date: 09/13/2022

CR 258 @ US 183 Condemnation Resolution

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a resolution determining the necessity and authorizing the use of eminent domain to condemn (0.237 acres and 0.031 acres) temporary construction easements required for the construction of CR 258 @ US 183. (Sandra J. Anderson/ Parcel 7TCE Parts 1 & 2) Funding Source: Road Bonds P277

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Resolution

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/08/2022 09:16 AM
Form Started By: Charlie Crossfield		Started On: 08/31/2022 03:47 PM
Final Approval Date: 09/08/2022		

IN THE COMMISSIONERS' COURT
OF WILLIAMSON COUNTY, TEXAS

RESOLUTION

WHEREAS, the Commissioners' Court of Williamson County, Texas, has found and determined that in order to promote the public safety, to facilitate the safety and movement of traffic, and to preserve the financial investment of the public in its roadways, public necessity requires acquisition of two temporary construction easements to that certain tracts of land being 0.237 acres and 0.031 acres (Parcel 7 TCE parts 1 & 2) described by metes and bounds in Exhibits "A & B" owned by **SANDRA J ANDERSON.** for the purpose of constructing, reconstructing, maintaining, and operating the County Road 258 at US 183 roadway improvements ("Project"), excluding all the oil, gas, and sulphur which can be removed from beneath said real property, without any right whatever remaining to the owner of such oil, gas, and sulphur of ingress to or egress from the surface of said real property for the purpose of exploring, developing, or mining of the same, as a part of the improvements to the Project, at such locations as are necessary and that such constructing, reconstructing, maintaining, and operating shall extend across and upon, and will cross, run through, and be upon the hereinafter described real properties; and

WHEREAS, the Commissioners' Court of Williamson County, Texas, has, through agents employed by the said office, entered into bona fide good faith negotiations with the owners of the hereinafter described properties and has failed to agree with the owners on the compensation and damages, if any, due to said owners. Now, therefore, the Commissioners' Court of Williamson County, Texas is authorizing the use of its power of eminent domain to condemn property.

BE IT RESOLVED BY THE COMMISSIONERS' COURT OF THE COUNTY OF WILLIAMSON, that the County Attorney or his designated agent be and he is hereby authorized and directed to file or cause to be filed against the owners of any interest in, and the holders of any lien secured by, the following described tracts of land, described in Exhibits "A & B" attached hereto, a suit in eminent domain to acquire the property interests for the aforesaid purposes; and

It is the intent of the Commissioners' Court that this resolution authorizes the condemnation of all property interests required to complete the construction and maintenance of the Project and associated public purposes. If it is later determined that there are any errors in the descriptions contained herein or if later surveys contain more accurate revised descriptions, the County Attorney is authorized to have such errors corrected or revisions made without the necessity of obtaining a new resolution of the Commissioners' Court authorizing the condemnation of the corrected or revised Property.

BE IT FURTHER RESOLVED that the County Attorney or his designated agent be and he is hereby authorized and directed to incur such expenses and to employ such experts as he shall deem necessary to assist in the prosecution of such suit in eminent domain, including, but not limited to, appraisers, engineers, and land use planners or other required expert consultants.

Adopted this _____ day of _____, 2022.

_____
Bill Gravell, Jr.
Williamson County Judge

EXHIBIT "A"

County: Williamson
Parcel No.: TCE-7-1
Highway: C.R. 258
Limits: From: US 183
To: Sunset Ridge

February 2, 2022

PROPERTY DESCRIPTION FOR TCE 7_1

DESCRIPTION OF A 0.237 ACRE (10,301 SQ. FT.) EASEMENT LOCATED IN THE B. MANLOVE SURVEY, ABSTRACT NO. 417, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A REMAINDER OF A CALLED 7.35 ACRE TRACT OF LAND, DESCRIBED IN A DEED TO SANDRA ANDERSON, RECORDED JULY 9, 1999 IN DOCUMENT NO. 1999046139, OFFICAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.); SAID 0.237 ACRE (10,301 SQ. FT.) EASEMENT, AS SHOWN ON A PLAT PREPARED BY SAM, LLC, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 5/8-inch iron rod with a plastic cap stamped "WALKER 5283" found 59.98 feet left of County Road 258 (C.R. 258) Engineer's Centerline Station (E.C.S.) 68+71.37 on the existing north right-of-way line of C.R. 258, a variable width right-of-way, conveyed to Williamson County in Document No. 2015069264, O.P.R.W.C.TX., for the southeast corner of said remainder of a called 7.35 acre tract, same being the southwest corner of a called 5.26 acre tract of land, described in a deed to Diane Elizabeth Pennington, recorded in Document No. 2017105195, O.P.R.W.C.TX., being further described as the remainder of Lot 2, Omer Galle Subdivision, recorded in Document No. 2012011285, O.P.R.W.C.TX.;

THENCE S 68°45'21" W, departing the common line of said remainder of a called 7.35 acre tract and said remainder of Lot 2, with the existing north right-of-way line of said C.R. 258, a distance of 234.90 feet to a calculated point (Surface Coordinates: N=10,219,237.20, E=3,070,733.28) 60.07 feet left of C.R. 258 E.C.S 66+36.47, for the southeast corner and **POINT OF BEGINNING** of the easement described herein;

1) **THENCE** S 68°45'21" W, continuing with the existing north right-of-way line of said C.R. 258, a distance of 63.21 feet to a 1/2-inch iron rod found on the east line of a remainder of a called 262.022 acre tract of land, described in a deed to Macnak, LLC, recorded in Document No. 2007083912, O.P.R.W.C.TX., for the southwest corner of said remainder of a called 7.35 acre tract and the easement described herein;

2) **THENCE** N 08°02'31" W, departing the existing north right-of-way line of said C.R. 258, with the common line of said remainder of a called 7.35 acre tract and said remainder of a called 262.022 acre tract, a distance of 254.71 feet to a calculated point 308.06 feet left of C.R. 258 E.C.S 66+31.54, for the northwest corner of the easement described herein;

THENCE departing the common line of said remainder of a called 7.35 acre tract and said remainder of a called 262.022 acre tract, over and across said remainder of a called 7.35 acre tract, the following three (3) courses and distances numbered 3-5:

3) N 81°15'17" E, a distance of 29.04 feet to a calculated point 301.76 feet left of C.R. 258 E.C.S 66+59.88, for the northeast corner of the easement described herein,

4) S 08°44'43" E, a distance of 70.15 feet to a calculated point 233.28 feet left of C.R. 258 E.C.S 66+44.67, for an angle corner of the easement described herein, and

5) S 18°33'22" E, a distance of 173.40 feet to the **POINT OF BEGINNING**, and containing 0.237 acre (10,301 sq. ft.) of land, more or less.

This property description is accompanied by a separate plat of even date.

Bearing Basis:
All bearings shown are based on the Texas Coordinate System, Central Zone, NAD 83/2011. All distances shown are surface and may be converted to grid by dividing by a Surface Adjustment Factor of 1.00012. Units: U.S. Survey Feet.

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TRAVIS §

That I, Scott C. Brashear, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on the date shown below.

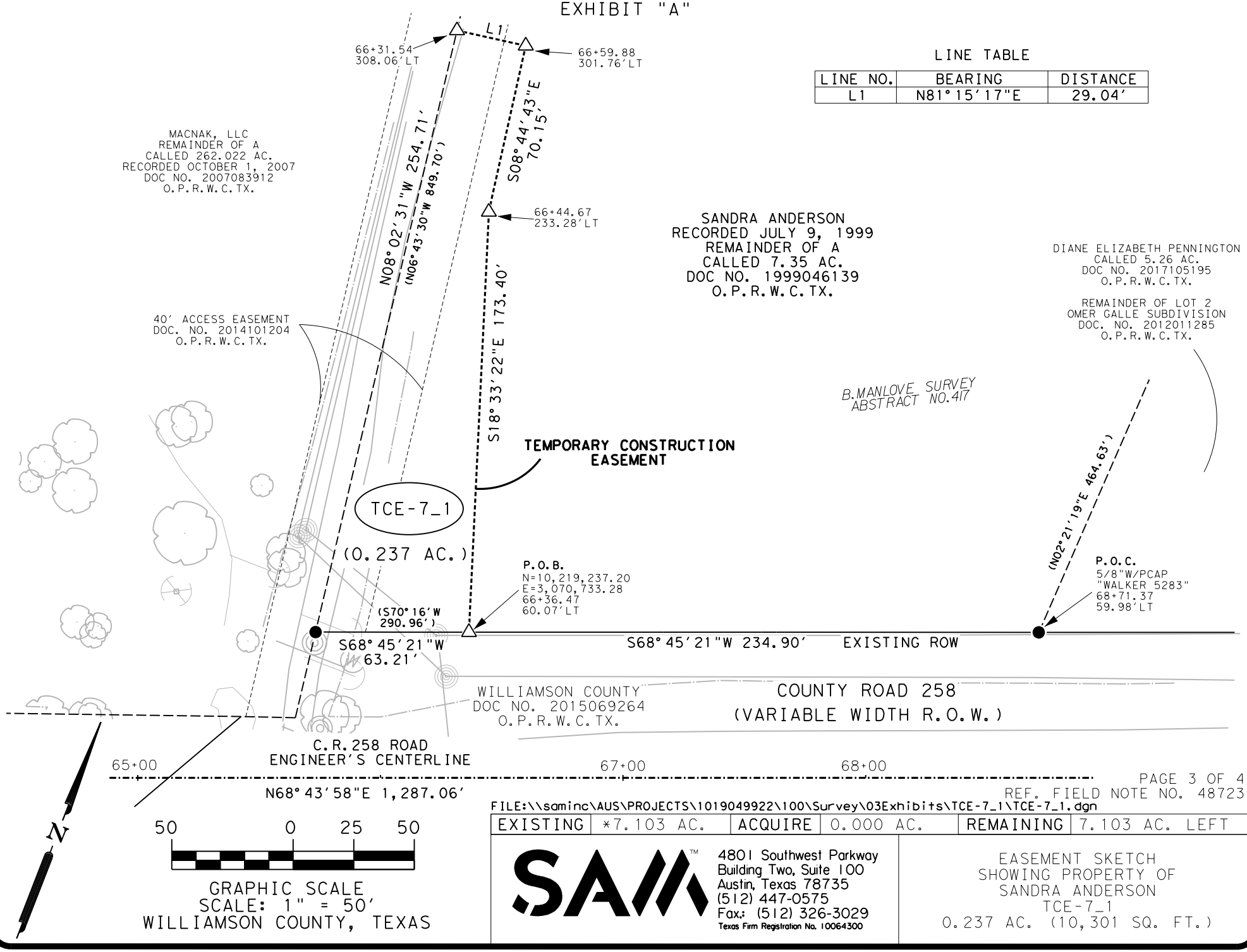
Scott C. Brashear 1/21/2022

SURVEYING AND MAPPING, LLC
4801 Southwest Pkwy
Building Two, Suite 100
Austin, Texas 78735
TX. Firm No. 10064300



Scott C. Brashear Date
Registered Professional Land Surveyor
No. 6660 – State of Texas

EXHIBIT "A"



LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	N81°15'17"E	29.04'

REF. FIELD NOTE NO. 48723

FILE:\\saminc\AUS\PROJECTS\1019049922\100\Survey\03Exhibits\TCE-7_1\TCE-7_1.dgn

EXISTING	*7.103 AC.	ACQUIRE	0.000 AC.	REMAINING	7.103 AC. LEFT

SAM™
4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

EASEMENT SKETCH
SHOWING PROPERTY OF
SANDRA ANDERSON
TCE-7_1
0.237 AC. (10,301 SQ. FT.)

LEGEND

○	5/8" IRON ROD SET WITH ALUMINUM CAP STAMPED "WILLIAMSON COUNTY"
●	1/2" IRON ROD FOUND UNLESS NOTED
⬡	FENCE POST (TYPE NOTED)
■	TYPE I CONCRETE MONUMENT FOUND
⊡	TXDOT TYPE II BRONZE DISK IN CONCRETE FOUND
⊙	1/2" IRON PIPE FOUND UNLESS NOTED
▲	80D NAIL FOUND
⊕	MAGNAIL FOUND
◎	SPINDLE FOUND
✖	RAILROAD TIE
△	CALCULATED POINT
℄	PROPERTY LINE
( )	RECORD INFORMATION
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCING
P.O.R.	POINT OF REFERENCE
N.T.S.	NOT TO SCALE
D.R.W.C.TX.	DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
O.R.W.C.TX.	OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.TX.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
	DISTANCE NOT TO SCALE
	DEED LINE (COMMON OWNERSHIP)
	PROPOSED TEMPORARY EASEMENT LINE

NOTES:

1. ALL BEARINGS SHOWN ARE BASED ON NAD83/2011/NAVD88 TEXAS COORDINATE SYSTEM, CENTRAL ZONE. ALL DISTANCES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A SURFACE ADJUSTMENT FACTOR OF 1.00012. ALL COORDINATES SHOWN ARE IN SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY THE SAME FACTOR. PROJECT UNITS ARE IN U.S. SURVEY FEET.
2. THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF TITLE REPORT, THERE MAY BE EASEMENTS OR OTHER MATTERS, RECORDED OR UNRECORDED, THAT ARE NOT SHOWN. LOCATION OF EASEMENTS SHOWN ARE APPROXIMATE AND SHOULD NOT BE USED FOR DESIGN PURPOSES.
3. C.R. 258 ENGINEER'S CENTERLINE ALIGNMENT DERIVED FROM AMERICAN STRUCTURE, INC. SCHEMATIC RECEIVED BY SAM, LLC. IN APRIL, 2020.
4. THIS PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.

* AREA CALCULATED BY SAM,LLC.

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION AND THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

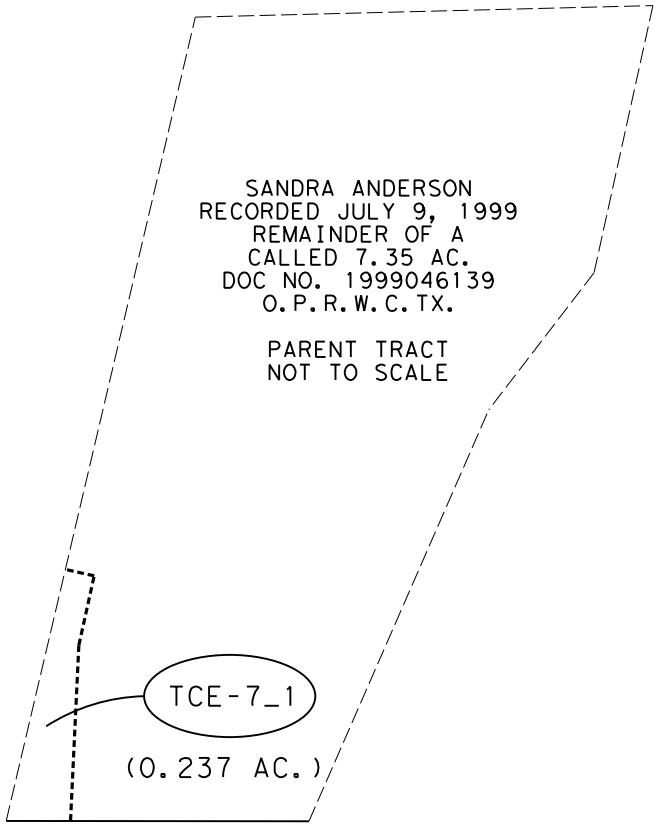
Scott C. Brashear

SCOTT C. BRASHEAR
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6660, STATE OF TEXAS

1/21/2022

DATE

EXHIBIT "A"



STATE OF TEXAS
REGISTERED
SCOTT C. BRASHEAR
6660
PROFESSIONAL
LAND SURVEYOR

REF. FIELD NOTE NO. 48723

FILE:\\saminc\AUS\PROJECTS\1019049922\100\Survey\03Exhibits\TCE-7_1\TCE-7_1.dgn

EXISTING	*7.103 AC.	ACQUIRE	0.000 AC.	REMAINING	*7.103 AC. LEFT

SAM™
4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

EASEMENT SKETCH
SHOWING PROPERTY OF
SANDRA ANDERSON
TCE-7_1
0.237 AC. (10,301 SQ. FT.)

EXHIBIT "B"

County: Williamson
Parcel No.: TCE-7_2
Highway: C.R. 258
Limits: From: US 183
To: Sunset Ridge

February 2, 2022

PROPERTY DESCRIPTION FOR TCE 7_2

DESCRIPTION OF A 0.031 ACRE (1,359 SQ. FT.) EASEMENT LOCATED IN THE B. MANLOVE SURVEY, ABSTRACT NO. 417, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A REMAINDER OF A CALLED 7.35 ACRE TRACT OF LAND, DESCRIBED IN A DEED TO SANDRA ANDERSON, RECORDED JULY 9, 1999 IN DOCUMENT NO. 1999046139, OFFICAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.); SAID 0.031 ACRE (1,359 SQ. FT.) EASEMENT, AS SHOWN ON A PLAT PREPARED BY SAM, LLC, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 5/8-inch iron rod with a plastic cap stamped "WALKER 5283" found 60.03 feet left of County Road 258 (C.R. 258) Engineer's Centerline Station (E.C.S.) 68+71.31 on the existing north right-of-way line of C.R. 258, a variable width right-of-way, conveyed to Williamson County in Document No. 2015069264, O.P.R.W.C.TX., for the southeast corner of said remainder of a called 7.35 acre tract, same being the southwest corner of the remainder of lot 2, Omer Galle Subdivision, recorded in Document No. 2012011285, O.P.R.W.C.TX., described as a called 5.26 acre tract of land in a deed to Diane Elizabeth Pennington, recorded in Document No. 2017105195, O.P.R.W.C.TX.;

THENCE, S 68°45'21" W, departing the common line of said remainder of a called 7.35 acre tract and said remainder of Lot 2, with the existing north right-of-way line of said C.R. 258, a distance of 114.37 feet to a calculated point (Surface Coordinates: N=10,219,280.88, E=3,070,845.62) 60.02 feet left of C.R. 258 E.C.S 67+57.00, for the southeast corner and **POINT OF BEGINNING** of the easement described herein;

1) **THENCE** S 68°45'21" W, continuing with the existing north right-of-way line of said C.R. 258, a distance of 34.00 feet to a calculated point 60.04 feet left of C.R. 258 E.C.S 67+23.00, for the southwest corner of the easement described herein;

THENCE departing the existing north right-of-way line of said C.R. 258, over and across said remainder of a called 7.35 acre tract, the following three (3) courses and distances numbered 2-4:

2) N 21°16'02" W, a distance of 40.51 feet to a calculated point 100.55 feet left of C.R. 258 E.C.S 67+23.00, for the northwest corner of the easement described herein,

3) N 70°33'35" E, a distance of 34.02 feet to a calculated point 99.46 feet left of C.R. 258 E.C.S 67+57.00, for the northeast corner of the easement described herein, and

THIS SPACE IS INTENTIONALLY LEFT BLANK

4) S 21°16'02" E, a distance of 39.44 feet to the **POINT OF BEGINNING**, and containing 0.031 acre (1,359 sq. ft.) of land, more or less.

This property description is accompanied by a separate plat of even date.

Bearing Basis:
All bearings shown are based on the Texas Coordinate System, Central Zone, NAD 83/2011. All distances shown are surface and may be converted to grid by dividing by a Surface Adjustment Factor of 1.00012. Units: U.S. Survey Feet.

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TRAVIS §

That I, Scott C. Brashear, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on the date shown below.

Scott C. Brashear 1/21/2022

SURVEYING AND MAPPING, LLC
4801 Southwest Pkwy
Building Two, Suite 100
Austin, Texas 78735
TX. Firm No. 10064300

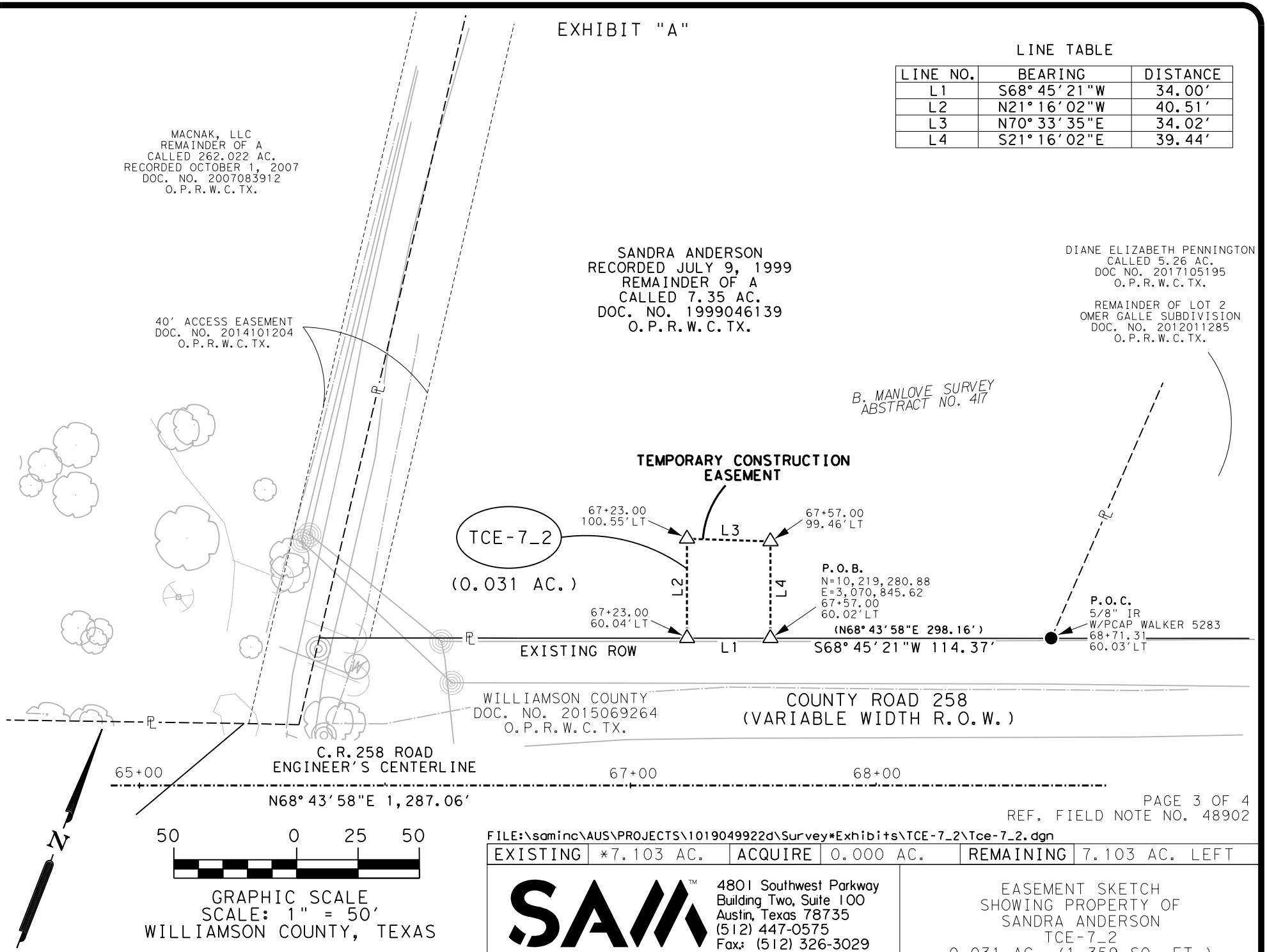
STATE OF TEXAS REGISTERED SCOTT C. BRASHEAR 6660 PROFESSIONAL LAND SURVEYOR

Scott C. Brashear Date
Registered Professional Land Surveyor
No. 6660 – State of Texas

EXHIBIT "A"

LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	S68°45'21"W	34.00'
L2	N21°16'02"W	40.51'
L3	N70°33'35"E	34.02'
L4	S21°16'02"E	39.44'



REF. FIELD NOTE NO. 48902

FILE:\saminc\AUS\PROJECTS\1019049922d\Survey*Exhibits\TCE-7_2\Tce-7_2.dgn

EXISTING	*7.103 AC.	ACQUIRE	0.000 AC.	REMAINING	7.103 AC. LEFT

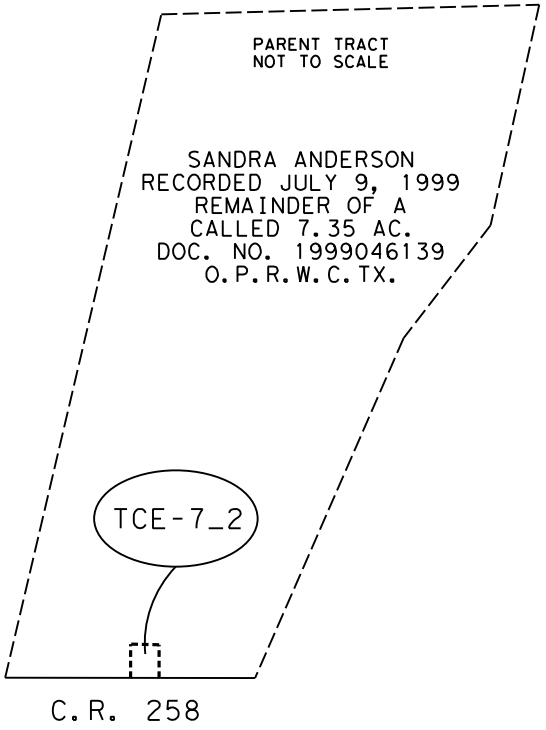
SAM™
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(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

EASEMENT SKETCH
SHOWING PROPERTY OF
SANDRA ANDERSON
TCE-7_2
0.031 AC. (1,359 SQ. FT.)

LEGEND

○	5/8" IRON ROD SET WITH ALUMINUM CAP STAMPED "WILLIAMSON COUNTY"
●	1/2" IRON ROD FOUND UNLESS NOTED
⬡	FENCE POST (TYPE NOTED)
■	TYPE I CONCRETE MONUMENT FOUND
⊡	TXDOT TYPE II BRONZE DISK IN CONCRETE FOUND
⊙	1/2" IRON PIPE FOUND UNLESS NOTED
▲	80D NAIL FOUND
⊕	MAGNAIL FOUND
◎	SPINDLE FOUND
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△	CALCULATED POINT
℄	PROPERTY LINE
( )	RECORD INFORMATION
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCING
P.O.R.	POINT OF REFERENCE
N.T.S.	NOT TO SCALE
D.R.W.C.TX.	DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
O.R.W.C.TX.	OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.TX.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
—/——	DISTANCE NOT TO SCALE
———1——	DEED LINE (COMMON OWNERSHIP)
----------	PROPOSED TEMPORARY EASEMENT LINE

EXHIBIT "A"



NOTES:

1. ALL BEARINGS SHOWN ARE BASED ON NAD83/2011/NAVD88 TEXAS COORDINATE SYSTEM, CENTRAL ZONE. ALL DISTANCES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A SURFACE ADJUSTMENT FACTOR OF 1.00012. ALL COORDINATES SHOWN ARE IN SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY THE SAME FACTOR. PROJECT UNITS ARE IN U.S. SURVEY FEET.
2. THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF TITLE REPORT, THERE MAY BE EASEMENTS OR OTHER MATTERS, RECORDED OR UNRECORDED, THAT ARE NOT SHOWN. LOCATION OF EASEMENTS SHOWN ARE APPROXIMATE AND SHOULD NOT BE USED FOR DESIGN PURPOSES.
3. C.R. 258 ENGINEER'S CENTERLINE ALIGNMENT DERIVED FROM AMERICAN STRUCTURE, INC. SCHEMATIC RECEIVED BY SAM, LLC. IN APRIL, 2020.
4. THIS PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.

* AREA CALCULATED BY SAM,LLC.



I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION AND THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Scott C. Brashear

SCOTT C. BRASHEAR
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6660, STATE OF TEXAS

1/21/2022

DATE

REF. FIELD NOTE NO. 48902

FILE:\saminc\AUS\PROJECTS\1019049922d\Survey*Exhibits\TCE-7_2\Tce-7_2.dgn

EXISTING	*7.103 AC.	ACQUIRE	0.000 AC.	REMAINING	7.103 AC. LEFT

SAM™
4801 Southwest Parkway
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(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

EASEMENT SKETCH
SHOWING PROPERTY OF
SANDRA ANDERSON
TCE-7_2
0.031 AC. (1,359 SQ. FT.)

Commissioners Court - Regular Session **92.**

Meeting Date: 09/13/2022

Bud Stockton Condemnation Resolution

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a resolution determining the necessity and authorizing the use of eminent domain to condemn (0.819 acres) required for the construction of Bud Stockton. (John R. and Barbara S. Casey Living Trust/ Parcel 9) Funding Source: Road Bonds P307

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Resolution

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/08/2022 09:05 AM
Form Started By: Charlie Crossfield		Started On: 09/07/2022 02:44 PM
Final Approval Date: 09/08/2022		

IN THE COMMISSIONERS' COURT
OF WILLIAMSON COUNTY, TEXAS

RESOLUTION

WHEREAS, the Commissioners' Court of Williamson County, Texas, has found and determined that in order to promote the public safety, to facilitate the safety and movement of traffic, and to preserve the financial investment of the public in its roadways, public necessity requires acquisition of fee simple title to that certain tract of land being 0.819 acres (Parcel 9) described by metes and bounds in Exhibit "A" owned by **The JOHN R. AND BARBARA S. CASEY LIVING TRUST dated June 26, 2007** for the purpose of constructing, reconstructing, maintaining, and operating the Bud Stockton Extension ("Project"), excluding all the oil, gas, and sulphur which can be removed from beneath said real property, without any right whatever remaining to the owner of such oil, gas, and sulphur of ingress to or egress from the surface of said real property for the purpose of exploring, developing, or mining of the same, as a part of the improvements to the Project, at such locations as are necessary and that such constructing, reconstructing, maintaining, and operating shall extend across and upon, and will cross, run through, and be upon the hereinafter described real properties; and

WHEREAS, the Commissioners' Court of Williamson County, Texas, has, through agents employed by the said office, entered into bona fide good faith negotiations with the owners of the hereinafter described properties and has failed to agree with the owners on the compensation and damages, if any, due to said owners. Now, therefore, the Commissioners' Court of Williamson County, Texas is authorizing the use of its power of eminent domain to condemn property.

BE IT RESOLVED BY THE COMMISSIONERS' COURT OF THE COUNTY OF WILLIAMSON, that the County Attorney or his designated agent be and he is hereby authorized and directed to file or cause to be filed against the owners of any interest in, and the holders of any lien secured by, the following described tracts of land, described in Exhibit "A" attached hereto, a suit in eminent domain to acquire the property interests for the aforesaid purposes; and

It is the intent of the Commissioners' Court that this resolution authorizes the condemnation of all property interests required to complete the construction and maintenance of the Project and associated public purposes. If it is later determined that there are any errors in the descriptions contained herein or if later surveys contain more accurate revised descriptions, the County Attorney is authorized to have such errors corrected or revisions made without the necessity of obtaining a new resolution of the Commissioners' Court authorizing the condemnation of the corrected or revised Property.

BE IT FURTHER RESOLVED that the County Attorney or his designated agent be and he is hereby authorized and directed to incur such expenses and to employ such experts as he shall deem necessary to assist in the prosecution of such suit in eminent domain, including, but not limited to, appraisers, engineers, and land use planners or other required expert consultants.

Adopted this _____ day of _____, 2022.

_____
Bill Gravell, Jr.
Williamson County Judge

EXHIBIT A

PROPERTY DESCRIPTION FOR PARCEL 9

DESCRIPTION OF A 0.819 ACRE (35,686 SQUARE FOOT) PARCEL OF LAND SITUATED IN THE ELISHA DAVIS SURVEY, ABSTRACT NO. 172 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF THAT CALLED 40.89 ACRE TRACT OF LAND DESCRIBED IN WARRANTY DEED TO JOHN ROBERT CASEY AND BARBARA SALOMON CASEY, TRUSTEES OF THE JOHN R. AND BARBARA S. CASEY LIVING TRUST BY INSTRUMENT RECORDED IN DOCUMENT NO. 2020128973 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.819 ACRE (35,686 SQUARE FOOT) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" (Grid Coordinates determined as: N=10,277,297.56, E=3,143,949.02 TxSPC Zone 4203), set 52.00 feet left of C.R. 305 engineers baseline station 308+02.14 in the westerly boundary line of said 40.89 acre tract, being the easterly line of that called 3.78 acre tract of land described in Warranty Deed to said John Robert Casey and Barbara Salomon Casey, Trustees of the John R. and Barbara S. Casey Living Trust by instrument recorded in Document No. 2020128975 of the Official Public Records of Williamson County, Texas, for the northwesterly corner and **POINT OF BEGINNING** of the herein described parcel;

THENCE, departing the easterly line of said 3.78 acre tract, through the interior of said remainder of the 40.89 acre tract the following five (5) courses:

1) **N 65°05'55" E**, for a distance of **306.11** feet to an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 70.37 feet left of C.R. 305 engineers baseline station 311+07.70, for an angle point;

2) **N 69°05'53" E**, for a distance of **186.54** feet to an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 68.56 feet left of C.R. 305 engineers baseline station 312+94.22, for an angle point;

3) **N 73°55'36" E**, for a distance of **59.40** feet to an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 62.98 feet left of C.R. 305 engineers baseline station 313+53.36, for an angle point;

4) **N 69°05'53" E**, for a distance of **325.53** feet to an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 59.80 feet left of C.R. 305 engineers baseline station 316+78.87, for an angle point;

5) **N 38°36'40" E**, for a distance of **54.81** feet to an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 87.15 feet left of C.R. 305 engineers baseline station 317+26.37, in the existing westerly Right-of-Way (ROW) line of County Road (C.R.) 344 (variable width ROW), being the easterly line of said remainder of the 40.89 acre tract, for the northeasterly corner of the herein described parcel;

6) **THENCE**, with the easterly boundary line of said remainder of the 40.89 acre tract, same being said existing westerly ROW line, **S 19°55'14" E**, for a distance of **62.81** feet to a calculated point at the intersection of the said existing C.R. 344 and the existing northerly ROW line of C.R. 305 (variable width ROW), same being the southeasterly corner of the remainder of said 40.89 acre tract, for the southeasterly corner of the herein described parcel;

7) **THENCE**, with said existing northerly ROW line of C.R. 305, being the southerly boundary line of said remainder of the 40.89 acre tract, **S 68°38'31" W** for a distance of **922.63** feet to a ½" iron rod found, being the southeasterly corner of said 3.78 acre tract, for the southwesterly corner of said remainder of the 40.89 acre tract and the herein described parcel;

8) **THENCE**, departing said existing ROW line, with the common line of said 3.78 acre and said remainder of the 40.89 acre tract **N 21°16'41" W** for a distance of **25.99** feet to the **POINT OF BEGINNING**, containing 0.819 acres (35,686 square feet) of land, more or less.

This property description is accompanied by a separate parcel plat.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

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

That I, M. Stephen Truesdale, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

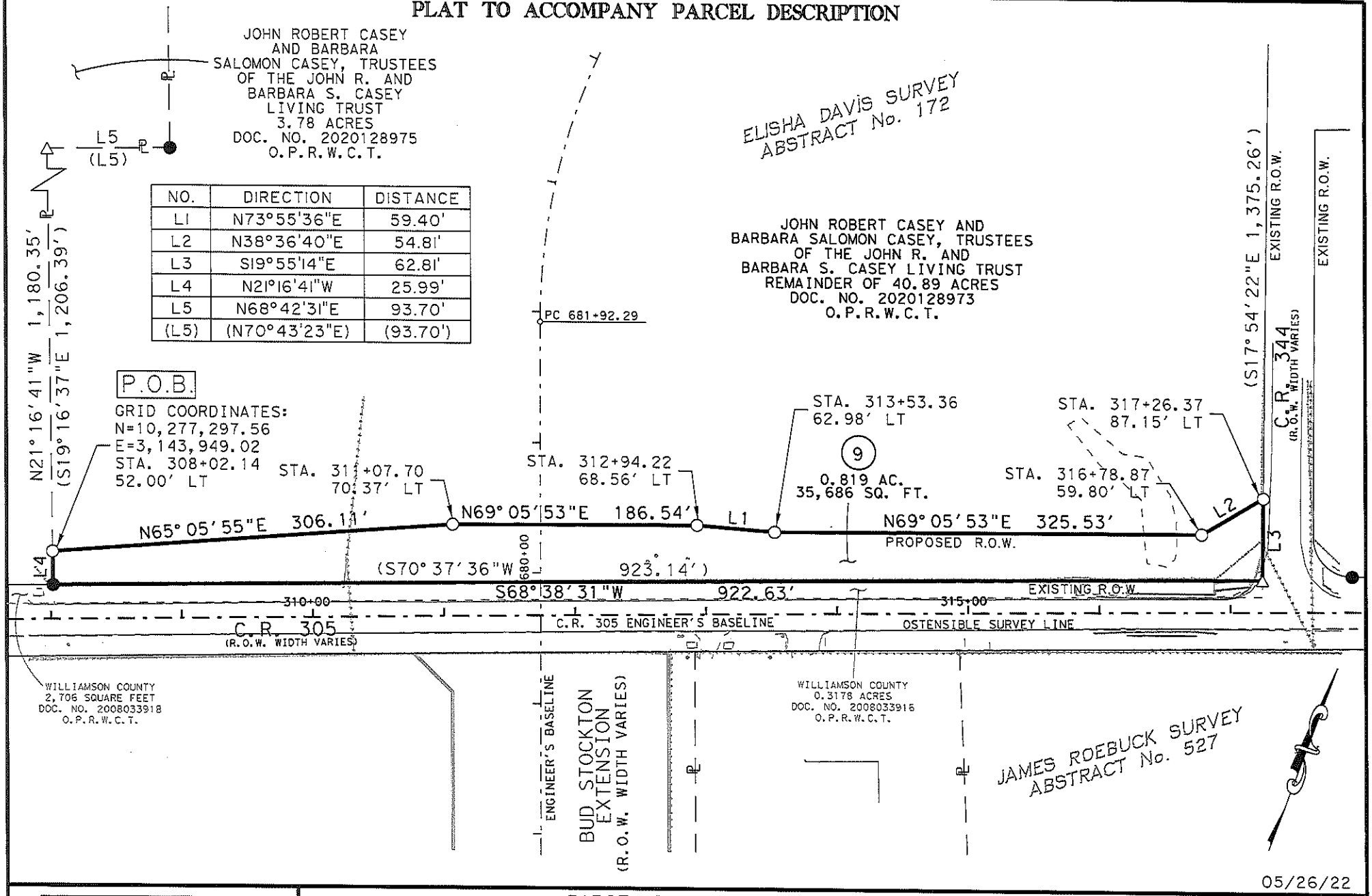
Date

PRELIMINARY
This document shall not be recorded for any purpose.

M. Stephen Truesdale
Registered Professional Land Surveyor No. 4933
Licensed State Land Surveyor
Inland Geodetics, LLC
Firm Registration No: 100591-00
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681
S:\PAPE-DAWSON\CR 305\PARCELS\PARCEL 9\PARCEL 9-CASEY.docx

EXHIBIT " "

PLAT TO ACCOMPANY PARCEL DESCRIPTION



NO.	DIRECTION	DISTANCE
L1	N73°55'36"E	59.40'
L2	N38°36'40"E	54.81'
L3	S19°55'14"E	62.81'
L4	N21°16'41"W	25.99'
L5	N68°42'31"E	93.70'
(L5)	(N70°43'23"E)	(93.70')

05/26/22

INLAND GEODETICS LLC
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF

JOHN ROBERT CASEY AND BARBARA SALOMON CASEY, TRUSTEES OF THE JOHN R. AND BARBARA S. CASEY LIVING TRUST

SCALE	PROJECT	COUNTY
1" = 100'	COUNTY ROAD 305	WILLIAMSON

PARCEL 9
0.819 ACRES
35,686 Sq. Ft.

S:\PAPE-DAWSON\CR 305\PARCELS\PARCEL 9\PARCEL 9-CASEY.dgn

EXHIBIT " "

PLAT TO ACCOMPANY PARCEL DESCRIPTION

LEGEND

○	IRON ROD WITH ALUMINUM CAP STAMPED "WILLIAMSON COUNTY" SET
⊙	IRON ROD WITH PLASTIC OR ALUMINUM CAP FOUND - AS NOTED
●	1/2" IRON ROD FOUND
△	CALCULATED POINT
▲	MAG NAIL FOUND
℄	PROPERTY LINE
	DENOTES COMMON OWNERSHIP
	LINE BREAK

P.O.B.	POINT OF BEGINNING
( )	RECORD INFORMATION
P.R.W.C.T.	PLAT RECORDS WILLIAMSON COUNTY, TEXAS
D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS

1) ALL BEARINGS SHOWN HEREON ARE BASED ON TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, CENTRAL ZONE.

2) THIS SURVEY WAS PERFORMED WITHOUT BENEFIT OF A TITLE ABSTRACT. THERE MAY BE OTHER INSTRUMENTS OF RECORD THAT AFFECT THIS TRACT NOT DEPICTED HEREON.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND THAT THE PROPERTY SHOWN HEREON WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION.

PRELIMINARY
This document shall not be recorded for any purpose.

M. STEPHEN TRUESDALE DATE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933
LICENSED STATE LAND SURVEYOR
INLAND GEODETICS, LLC
FIRM REGISTRATION NO. 100591-00
1504 CHISHOLM TRAIL ROAD, SUITE 103
ROUND ROCK, TEXAS 78681

05/26/22

INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
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1" = 100'	COUNTY ROAD 305	WILLIAMSON

PARCEL 9
0.819 ACRES
35,686 Sq. Ft.

S:\PAPE-DAWSON\CR 305\PARCELS\PARCEL 9\PARCEL 9-TEST.dgn

Commissioners Court - Regular Session **93.**

Meeting Date: 09/13/2022

FY'23 Public Service Agreements

Submitted For: Ashlie Holladay **Submitted By:** Saira Hernandez, Budget Office

Department: Budget Office

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving public service funding agreements as per the FY'23 adopted budget approved by Commissioners Court on August 30, 2022.

Background

FY'23 funding agreements reflect the amounts within the adopted budget as approved by Commissioners Court, attached is a contract summary for your reference.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Contract Summary
WBCO - Rent
WBCO - Senior Nutrition
BBT - MHMR
BBT - TCOOMMI
CAC
Williamson Museum
Hope
CASA
CARTS

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	09/01/2022 02:08 PM
County Judge Exec Asst.	Becky Pruitt	09/02/2022 09:24 AM
Form Started By: Saira Hernandez		Started On: 08/23/2022 02:33 PM
Final Approval Date: 09/02/2022		

Public Service Funding		
DEPT - OBJ		**FY23 Adopted**
0640-004611	**Williamson-Burnet County Opportunities - Rent**	$ 55,000.00
0640-004612	**Capital Area Rural Transportation System (CARTS)**	$ 10,000.00
0640-004614	**Williamson-Burnet County Opportunities - Senior Nutrition**	$ 45,000.00
0640-004703	**Bluebonnet Trails Community Center_ MHMR**	$ 969,264.00
0640-004708	**Child Advocacy Center**	$ 55,000.00
0640-004720	**Willimason Museum**	$ 257,125.00
0640-004960	**Adult and Juvenile Offender Program Supporting Services under the *Texas Correctional Office on Offender with Medical or Mental Impairments***	$ 25,000.00
0640-004967	**Williamson County Crisis Center (Hope Alliance)**	$ 85,000.00
0409-003900	**Court Appointed Special Advocates (CASA) of Williamson County**	$ 30,000.00

FIRST AMENDED
PUBLIC SERVICES FUNDING AGREEMENT

THE STATE OF TEXAS §
§
§ KNOW ALL PERSONS BY THESE PRESENTS:
§
COUNTY OF WILLIAMSON §

The parties to this Public Services Funding Agreement ("Agreement") are Williamson County ("County") and the Williamson-Burnet County Opportunities, Inc. ("Agency").

RECITALS

WHEREAS, the County has budgeted and allocated funds (the "Funds") for public purposes such as social services programs and programs that promote the health, safety and welfare of the citizens of Williamson County, Texas;

WHEREAS, the Agency provides the type of public purpose services for which the Funds were budgeted and allocated;

WHEREAS, Article III, Section 52 of the Texas Constitution precludes political subdivisions from making unconditional gifts or donations to private entities if said gifts or donations lack sufficient controls to ensure that an authorized public purpose is achieved;

WHEREAS, the County has determined that the Agency's activities and the services provided by the Agency constitute an authorized public purpose;

WHEREAS, the County has determined that, in order to comply with Article III, Section 52 of the Texas Constitution, certain standards must be imposed on the Funds to ensure they are expended on an authorized public purpose; and

WHEREAS, the Agency has agreed to accept the Funds, all on and subject to the terms herein set forth.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the County and the Agency hereby agree as follows:

ARTICLE I
BASIC SCOPE OF AGREEMENT

A. The county shall tender the Funds to the Agency subject to the terms of this Agreement.

B. Agency accepts the Funds, all on and subject to the terms herein set forth, and the Agency shall manage and expend the Funds on the public purpose services described in Exhibit "A" ("Services").

ARTICLE II
FUNDING STANDARDS

The following Funding Standards are hereby approved and imposed upon the Funds (the "Funding Standards"):

A. Use of Funds. The Agency shall expend and apply the Funds only on the Services. During the term of this Agreement (as defined below), the County shall retain the sole discretion as to determining whether or not a particular expenditure of the Funds complies with the Funding Standards.

B. Documentation of Expenditures. The Agency shall track and document the expenditure of the Funds in order to substantiate that the Funds were, in fact, expended only on the Services.

C. Unauthorized Expenditure of Funds. If, at any time during the term of this Agreement, the Agency expends any portion of the Funds for a purpose that is inconsistent with these Funding Standards (hereinafter referred to as an "Unauthorized Expenditure"), the Agency shall immediately reimburse the County for the entire amount of the Unauthorized Expenditure.

D. Discontinuance of Services. In the event the Agency ceases or otherwise discontinues providing the Services during the term of this Agreement or if this Agreement is otherwise terminated prior to the expiration of the term of this Agreement**,** the portion of any unexpended Funds shall be immediately returned to the County.

ARTICLE III
TERM OF AGREEMENT

Except as otherwise set forth herein, this Agreement shall commence on October 1, 2022 and shall terminate one year later, on September 30, 2023. It is hereby acknowledged and agreed that the Agency shall expend the Funds in accordance with the terms and conditions of this agreement within one (1) year from the aforementioned commencement date.

ARTICLE IV
TERMINATION

If the Agency fails to fulfill its obligations under this Agreement in a timely and proper manner, or if the Agency violates any of the terms, agreements or stipulations of this Agreement, the County shall thereupon have the right to terminate this Agreement by giving written notice to the Agency of such termination, specifying the default or defaults, and stating that this Agreement shall be terminated 30 days after the giving of such notice unless such default or defaults are remedied within such cure period. In the event of such termination, the Agency shall promptly repay to the County the full amount of the Funds.

ARTICLE V
AMOUNT OF THE FUNDS

The County shall tender and the Agent hereby agrees to accept the Funds in the amount of $55,000 for performance of the public purpose described in the attached Exhibit "A".

ARTICLE VI
COUNTY'S RIGHT TO AUDIT

The Agency agrees that County or its duly authorized representatives shall, until the expiration of one (1) year after the term or termination of this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of the Agency which are directly pertinent to the Services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. The Agency agrees that County shall have access during normal working hours to all necessary Agency 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 the Agency reasonable advance notice of intended audits.

ARTICLE VII
GENERAL TERMS AND CONDITIONS

A. Non-Discrimination. No person shall be excluded from or denied the benefits of Agency's Services on the basis of age, race, color, religion, creed, national origin, gender identity, sex, marital status, disability, sexual orientation or, with respect to the sale, lease, rental, use or occupancy of real property or housing accommodations, the presence or absence of dependents, familial status or public service source of income.

All current and prospective beneficiaries of the Services must, however, be persons in need of the programs provided by the Agency.

B. Equal Employment Opportunity. The Agency certifies that it is an "Equal Opportunity Employer" and that it will comply with the Texas Human Rights Commission Act, and all applicable laws and regulations pertaining to equal opportunity in employment.

C. Interest of County Officials. No member of the governing body of the County, no officer, employee, official or agent of the County, or other local public official who exercises any functions or responsibilities in connection with the review, approval or carrying out of the Services to which this Agreement pertains, shall have any private interest, direct or indirect, in this Agreement.

D. Conflict of Interest. The Agency covenants that it has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the Services to be undertaken through this Agreement. The Agency further covenants that in the performance of this Agreement, no person having such an interest shall be employed by the Agency.

E. Assignment; Successors and Assigns. The Agency shall not assign or transfer any interest in this Agreement without the prior written approval of the County. Any assignment made without such consent shall be void. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

F. Force Majeure. The County may, in its sole discretion, grant relief from the performance of this Agreement if the Agency 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 the Agency. The burden of proof for the need of such relief shall rest upon the Agency. To obtain a release based on force majeure, the Agency shall file a written request with the County.

G. Severability. If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Agreement and be deemed to be validated and enforceable.

H. Illegality. If the purpose of this Agreement or if the performance of any of the terms of this Agreement is found, by a court of competent jurisdiction, to be illegal, either party may immediately terminate this Agreement. In that event, the Agency shall refund all of the Funds that were tendered by the County to the Agency prior to such finding.

I. **INDEMNIFICATION OF COUNTY. THE AGENCY SHALL INDEMNIFY, DEFEND, PROTECT, AND SAVE HARMLESS WILLIAMSON COUNTY, ITS OFFICIALS AND EMPLOYEES AND ITS AGENTS AND AGENTS' EMPLOYEES FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LIABILITY, LOSS, DAMAGE, REASONABLE ATTORNEY'S FEES, COSTS, AND EXPENSES (INCLUDING, BUT NOT LIMITED TO EXPENSES RELATED TO EXPERT WITNESSES) OF ANY KIND WHATSOEVER, TO THE EXTENT ARISING FROM ANY NEGLIGENT ACT, ERROR OR OMISSION OF THE AGENCY OR ANY OF ITS EMPLOYEES AND ITS AGENTS AND AGENTS' EMPLOYEES IN CONNECTION WITH THE PERFORMANCE OF SERVICES.**

J. Venue and Governing Law. Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in either Williamson County, Texas or in the Austin Division of the Western Federal District of 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.

K. No Third-Party Beneficiaries. This Agreement is for the sole and exclusive benefit of the parties hereto and nothing in this Agreement, express or implied, is intended to confer or shall be construed as conferring upon any other person any rights, remedies or any other type or types of benefits.

L. Compliance with Laws. Each party to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, salary and wage statutes and regulations, licensing laws and regulations.

M. Incorporation of Exhibits. All of the Exhibits referred to in this Agreement are incorporated by reference as if set forth verbatim herein.

N. Construction. Each party to this Agreement acknowledges that it and its counsel have reviewed this Agreement and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Agreement.

O. 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.

P. 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 or employees, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter to any extent

whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

Q. No Waiver. The failure or delay of any party to enforce at any time or any period of time any of the provisions of this Agreement shall not constitute a present or future waiver of such provisions, nor the right of either party to enforce each and every provision. Furthermore, no term or provision hereof shall be deemed waived, and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute consent to, waiver of or excuse for any other, different or subsequent breach.

R. 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 COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

EXECUTED as of_____, 20___.

Agency:

Name of Agency:

Williamson-Burnet County Opportunities, Inc.

By:_____

Printed Name: Marco Cruz

Title: Executive Director

Address:
604 High Tech Drive Georgetown Texas 78626

_____,_____Attn: _____

Attn: Dori Yeater, Development Director

Telephone: 512-763-1400

COUNTY:

Williamson County, Texas

By: _____

Printed Name:_____

Title:_____

Address:
710 Main Street, Suite 101
Georgetown, Texas 78626
Attn: Williamson County Judge

Telephone: (512) 943-1550

Exhibit "A"

The Agency shall manage and expend the Funds on the following described public purpose services:

The Agency provides emergency assistance; a headstart program; case managed aid to transition individuals out of poverty; a new adult education program for job skills; and a rapid re-housing program. The Funds shall be used to defray the operating costs of the Agency's locations within Williamson County, Texas.

PUBLIC SERVICES FUNDING AGREEMENT

THE STATE OF TEXAS §
§
§ KNOW ALL PERSONS BY THESE PRESENTS:
§
COUNTY OF WILLIAMSON §

The parties to this Public Services Funding Agreement ("Agreement") are Williamson County ("County") and the Williamson-Burnet County Opportunities, Inc. ("Agency").

RECITALS

WHEREAS, the County has budgeted and allocated funds (the "Funds") for public purposes such as social services programs and programs that promote the health, safety and welfare of the citizens of Williamson County, Texas;

WHEREAS, the Agency provides the type of public purpose services for which the Funds were budgeted and allocated;

WHEREAS, Article III, Section 52 of the Texas Constitution precludes political subdivisions from making unconditional gifts or donations to private entities if said gifts or donations lack sufficient controls to ensure that an authorized public purpose is achieved;

WHEREAS, the County has determined that the Agency's activities and the services provided by the Agency constitute an authorized public purpose;

WHEREAS, the County has determined that, in order to comply with Article III, Section 52 of the Texas Constitution, certain standards must be imposed on the Funds to ensure they are expended on an authorized public purpose; and

WHEREAS, the Agency has agreed to accept the Funds, all on and subject to the terms herein set forth.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the County and the Agency hereby agree as follows:

ARTICLE I
BASIC SCOPE OF AGREEMENT

A. The county shall tender the Funds to the Agency subject to the terms of this Agreement.

B. Agency accepts the Funds, all on and subject to the terms herein set forth, and the Agency shall manage and expend the Funds on the public purpose services described in Exhibit "A" ("Services").

ARTICLE II
FUNDING STANDARDS

The following Funding Standards are hereby approved and imposed upon the Funds (the "Funding Standards"):

A. Use of Funds. The Agency shall expend and apply the Funds only on the Services. During the term of this Agreement (as defined below), the County shall retain the sole discretion as to determining whether or not a particular expenditure of the Funds complies with the Funding Standards.

B. Documentation of Expenditures. The Agency shall track and document the expenditure of the Funds in order to substantiate that the Funds were, in fact, expended only on the Services.

C. Unauthorized Expenditure of Funds. If, at any time during the term of this Agreement, the Agency expends any portion of the Funds for a purpose that is inconsistent with these Funding Standards (hereinafter referred to as an "Unauthorized Expenditure"), the Agency shall immediately reimburse the County for the entire amount of the Unauthorized Expenditure.

D. Discontinuance of Services. In the event the Agency ceases or otherwise discontinues providing the Services during the term of this Agreement or if this Agreement is otherwise terminated prior to the expiration of the term of this Agreement**,** the portion of any unexpended Funds shall be immediately returned to the County.

ARTICLE III
TERM OF AGREEMENT

Except as otherwise set forth herein, this Agreement shall commence on October 1, 2022 and shall terminate one year later on September 30, 2023. It is hereby acknowledged and agreed that the Agency shall expend the Funds in accordance with the terms and conditions of this agreement within one (1) year from the aforementioned commencement date.

ARTICLE IV
TERMINATION

If the Agency fails to fulfill its obligations under this Agreement in a timely and proper manner, or if the Agency violates any of the terms, agreements or stipulations of this Agreement, the County shall thereupon have the right to terminate this Agreement by giving written notice to the Agency of such termination, specifying the default or defaults, and stating that this Agreement shall be terminated 30 days after the giving of such notice unless such default or defaults are remedied within such cure period. In the event of such termination, the Agency shall promptly repay to the County the full amount of the Funds.

ARTICLE V
AMOUNT OF THE FUNDS

The County shall tender and the Agent hereby agrees to accept the Funds in the amount of $45,000.00 for performance of the public purpose described in the attached Exhibit "A".

ARTICLE VI
COUNTY'S RIGHT TO AUDIT

The Agency agrees that County or its duly authorized representatives shall, until the expiration of one (1) year after the term or termination of this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of the Agency which are directly pertinent to the Services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. The Agency agrees that County shall have access during normal working hours to all necessary Agency facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. County shall give the Agency reasonable advance notice of intended audits.

ARTICLE VII
GENERAL TERMS AND CONDITIONS

A. Non-Discrimination. No person shall be excluded from or denied the benefits of Agency's Services on the basis of age, race, color, religion, creed, national origin, gender identity, sex, marital status, disability, sexual orientation or, with respect to the sale, lease, rental, use or occupancy of real property or housing accommodations, the presence or absence of dependents, familial status or public services source of income.

All current and prospective beneficiaries of the Services must, however, be persons in need of the programs provided by the Agency.

B. Equal Employment Opportunity. The Agency certifies that it is an "Equal Opportunity Employer" and that it will comply with the Texas Human Rights Commission Act, and all applicable laws and regulations pertaining to equal opportunity in employment.

C. Interest of County Officials. No member of the governing body of the County, no officer, employee, official or agent of the County, or other local public official who exercises any functions or responsibilities in connection with the review, approval or carrying out of the Services to which this Agreement pertains, shall have any private interest, direct or indirect, in this Agreement.

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H. Illegality. If the purpose of this Agreement or if the performance of any of the terms of this Agreement is found, by a court of competent jurisdiction, to be illegal, either party may immediately terminate this Agreement. In that event, the Agency shall refund all of the Funds that were tendered by the County to the Agency prior to such finding.

I. **INDEMNIFICATION OF COUNTY. THE AGENCY SHALL INDEMNIFY, DEFEND, PROTECT, AND SAVE HARMLESS WILLIAMSON COUNTY, ITS OFFICIALS AND EMPLOYEES AND ITS AGENTS AND AGENTS' EMPLOYEES FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LIABILITY, LOSS, DAMAGE, REASONABLE ATTORNEY'S FEES, COSTS, AND EXPENSES (INCLUDING, BUT NOT LIMITED TO EXPENSES RELATED TO EXPERT WITNESSES) OF ANY KIND WHATSOEVER, TO THE EXTENT ARISING FROM ANY NEGLIGENT ACT, ERROR OR OMISSION OF THE AGENCY OR ANY OF ITS EMPLOYEES AND ITS AGENTS AND AGENTS' EMPLOYEES IN CONNECTION WITH THE PERFORMANCE OF SERVICES.**

J. Venue and Governing Law. Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in either Williamson County, Texas or in the Austin Division of the Western Federal District of 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.

K. No Third-Party Beneficiaries. This Agreement is for the sole and exclusive benefit of the parties hereto and nothing in this Agreement, express or implied, is intended to confer or shall be construed as conferring upon any other person any rights, remedies or any other type or types of benefits.

L. Compliance with Laws. Each party to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, salary and wage statutes and regulations, licensing laws and regulations.

M. Incorporation of Exhibits. All of the Exhibits referred to in this Agreement are incorporated by reference as if set forth verbatim herein.

N. Construction. Each party to this Agreement acknowledges that it and its counsel have reviewed this Agreement and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Agreement.

O. 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.

P. 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 or employees, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter to any extent

whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

Q. No Waiver. The failure or delay of any party to enforce at any time or any period of time any of the provisions of this Agreement shall not constitute a present or future waiver of such provisions, nor the right of either party to enforce each and every provision. Furthermore, no term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute consent to, waiver of or excuse for any other, different or subsequent breach.

R. 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 COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

EXECUTED as of_____, 20___.

Agency:

Name of Agency:

Williamson-Burnet County Opportunities, Inc.

By: Marco Cruz

Printed Name: Marco Cruz

Title: Executive Director

Address:
604 High Tech Drive Georgetown Texas 78626

Attn: Dori Yeater, Development Director

Telephone: 512-763-1400

COUNTY:

Williamson County, Texas

By: _____

Printed Name:_____

Title:_____

Address:
710 Main Street, Suite 101
Georgetown, Texas 78626
Attn: Williamson County Judge

Telephone: (512) 943-1550

Exhibit "A"

The Agency shall manage and expend the Funds on the following described public purpose services:

The Agency shall works to identify community organizations and target neighborhoods to provide social service and economic opportunity programs for the benefit of the citizens of Williamson County. The Funds shall be used in support of the Agency's Senior Nutrition Program.

PUBLIC SERVICES FUNDING AGREEMENT

THE STATE OF TEXAS §
§
§ KNOW ALL PERSONS BY THESE PRESENTS:
§
COUNTY OF WILLIAMSON §

The parties to this Public Services Funding Agreement ("Agreement") are Williamson County ("County") and Bluebonnet Trails Community MHMR Center ("Agency").

RECITALS

WHEREAS, the County has budgeted and allocated funds (the "Funds") for public purposes such as social services programs and programs that promote the health, safety and welfare of the citizens of Williamson County, Texas;

WHEREAS, the Agency provides the type of public purpose services for which the Funds were budgeted and allocated;

WHEREAS, Article III, Section 52 of the Texas Constitution precludes political subdivisions from making unconditional gifts or donations to private entities if said gifts or donations lack sufficient controls to ensure that an authorized public purpose is achieved;

WHEREAS, the County has determined that the Agency's activities and the services provided by the Agency constitute an authorized public purpose;

WHEREAS, the County has determined that, in order to comply with Article III, Section 52 of the Texas Constitution, certain standards must be imposed on the Funds to ensure they are expended on an authorized public purpose; and

WHEREAS, the Agency has agreed to accept the Funds, all on and subject to the terms herein set forth.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the County and the Agency hereby agree as follows:

ARTICLE I
BASIC SCOPE OF AGREEMENT

A. The county shall tender the Funds to the Agency subject to the terms of this Agreement.

B. Agency accepts the Funds, all on and subject to the terms herein set forth, and the Agency shall manage and expend the Funds on the public purpose services described in Exhibit "A" ("Services").

ARTICLE II
FUNDING STANDARDS

The following Funding Standards are hereby approved and imposed upon the Funds (the "Funding Standards"):

A. Use of Funds. The Agency shall expend and apply the Funds only on the Services. During the term of this Agreement (as defined below), the County shall retain the sole discretion as to determining whether or not a particular expenditure of the Funds complies with the Funding Standards.

B. Documentation of Expenditures. The Agency shall track and document the expenditure of the Funds in order to substantiate that the Funds were, in fact, expended only on the Services.

C. Unauthorized Expenditure of Funds. If, at any time during the term of this Agreement, the Agency expends any portion of the Funds for a purpose that is inconsistent with these Funding Standards (hereinafter referred to as an "Unauthorized Expenditure"), the Agency shall immediately reimburse the County for the entire amount of the Unauthorized Expenditure.

D. Discontinuance of Services. In the event the Agency ceases or otherwise discontinues providing the Services during the term of this Agreement or if this Agreement is otherwise terminated prior to the expiration of the term of this Agreement**,** the portion of any unexpended Funds shall be immediately returned to the County.

ARTICLE III
TERM OF AGREEMENT

Except as otherwise set forth herein, this Agreement shall commence on October 1, 2022 and shall terminate one year later on September 30, 2023. It is hereby acknowledged and agreed that the Agency shall expend the Funds in accordance with the terms and conditions of this agreement within one (1) year from the aforementioned commencement date.

ARTICLE IV
TERMINATION

If the Agency fails to fulfill its obligations under this Agreement in a timely and proper manner, or if the Agency violates any of the terms, agreements or stipulations of this Agreement, the County shall thereupon have the right to terminate this Agreement by giving written notice to the Agency of such termination, specifying the default or defaults, and stating that this Agreement shall be terminated 30 days after the giving of such notice unless such default or defaults are remedied within such cure period. In the event of such termination, the Agency shall promptly repay to the County the full amount of the Funds.

ARTICLE V
AMOUNT OF THE FUNDS

The County shall tender and the Agent hereby agrees to accept the Funds in the amount of $969,264 for performance of the public purpose described in the attached Exhibit “A”.

ARTICLE VI
COUNTY’S RIGHT TO AUDIT

The Agency agrees that County or its duly authorized representatives shall, until the expiration of one (1) year after the term or termination of this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of the Agency which are directly pertinent to the Services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. The Agency agrees that County shall have access during normal working hours to all necessary Agency 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 the Agency reasonable advance notice of intended audits.

ARTICLE VII
GENERAL TERMS AND CONDITIONS

A. Non-Discrimination. No person shall be excluded from or denied the benefits of Agency's Services on the basis of age, race, color, religion, creed, national origin, gender identity, sex, marital status, disability, sexual orientation or, with respect to the sale, lease, rental, use or occupancy of real property or housing accommodations, the presence or absence of dependents, familial status or public services source of income. All current and prospective beneficiaries of the Services must, however, be persons in need of the programs provided by the Agency.

B. Equal Employment Opportunity. The Agency certifies that it is an "Equal Opportunity Employer" and that it will comply with the Texas Human Rights Commission Act, and all applicable laws and regulations pertaining to equal opportunity in employment.

C. Interest of County Officials. No member of the governing body of the County, no officer, employee, official or agent of the County, or other local public official who exercises any functions or responsibilities in connection with the review, approval or carrying out of the Services to which this Agreement pertains, shall have any private interest, direct or indirect, in this Agreement.

D. Conflict of Interest. The Agency covenants that it has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the Services to be undertaken through this Agreement. The Agency further covenants that in the performance of this Agreement, no person having such an interest shall be employed by the Agency.

E. Assignment; Successors and Assigns. The Agency shall not assign or transfer any interest in this Agreement without the prior written approval of the County. Any assignment made without such consent shall be void. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

F. Force Majeure. The County may, in its sole discretion, grant relief from the performance of this Agreement if the Agency 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 the Agency. The burden of proof for the need of such relief shall rest upon the Agency. To obtain a release based on force majeure, the Agency shall file a written request with the County.

G. Severability. If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Agreement and be deemed to be validated and enforceable.

H. Illegality. If the purpose of this Agreement or if the performance of any of the terms of this Agreement is found, by a court of competent jurisdiction, to be illegal, either party may immediately terminate this Agreement. In that event, the Agency shall refund all of the Funds that were tendered by the County to the Agency prior to such finding.

I. **INDEMNIFICATION OF COUNTY. THE AGENCY SHALL INDEMNIFY, DEFEND, PROTECT, AND SAVE HARMLESS WILLIAMSON COUNTY, ITS OFFICIALS AND EMPLOYEES AND ITS AGENTS AND**

AGENTS' EMPLOYEES FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LIABILITY, LOSS, DAMAGE, REASONABLE ATTORNEY'S FEES, COSTS, AND EXPENSES (INCLUDING, BUT NOT LIMITED TO EXPENSES RELATED TO EXPERT WITNESSES) OF ANY KIND WHATSOEVER, TO THE EXTENT ARISING FROM ANY NEGLIGENT ACT, ERROR OR OMISSION OF THE AGENCY OR ANY OF ITS EMPLOYEES AND ITS AGENTS AND AGENTS' EMPLOYEES IN CONNECTION WITH THE PERFORMANCE OF SERVICES.

J. Venue and Governing Law. Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in either Williamson County, Texas or in the Austin Division of the Western Federal District of 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.

K. No Third Party Beneficiaries. This Agreement is for the sole and exclusive benefit of the parties hereto and nothing in this Agreement, express or implied, is intended to confer or shall be construed as conferring upon any other person any rights, remedies or any other type or types of benefits.

L. Compliance with Laws. Each party to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, salary and wage statutes and regulations, licensing laws and regulations.

M. Incorporation of Exhibits. All of the Exhibits referred to in this Agreement are incorporated by reference as if set forth verbatim herein.

N. Construction. Each party to this Agreement acknowledges that it and its counsel have reviewed this Agreement and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Agreement.

O. 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.

P. 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 or employees, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

Q. No Waiver. The failure or delay of any party to enforce at any time or any period of time any of the provisions of this Agreement shall not constitute a present or future waiver of such provisions, nor the right of either party to enforce each and every provision. Furthermore, no term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute consent to, waiver of or excuse for any other, different or subsequent breach.

R. 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 COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

EXECUTED as of _____, 20___.

Agency:

Name of Agency:

Bluebonnet Trails Community
MHMR Center

By: _____

Printed Name: Andrea Richardson

Title: Chief Executive Officer

Address:
1009 N. Georgetown Street
Round Rock, Texas 78664

Attn: Contracts Department

Telephone: 512-244-8305

COUNTY:

Williamson County, Texas

By: _____

Printed Name: _____

Title: _____

Address:
710 Main Street, Suite 101
Georgetown, Texas 78626
Attn: Williamson County Judge

Telephone: (512) 943-1550

Exhibit "A"

The Agency shall manage and expend the Funds on the following described public purpose services:

The Agency provides public crisis care for Williamson County residents experiencing an acute psychiatric crisis. This funding supports admission to a crisis psychiatric bed with the goal of stepping down into a continuum of psychiatric care available in the community addressing long-term needs—or serving an individual in the most appropriate and available level of psychiatric care while awaiting access to another level of psychiatric care. This funding support is for Williamson County residents without an ability to pay for the psychiatric crisis bed.

PUBLIC SERVICES FUNDING AGREEMENT

THE STATE OF TEXAS	§	
	§	
	§	KNOW ALL PERSONS BY THESE PRESENTS:
	§	
COUNTY OF WILLIAMSON	§	

The parties to this Public Services Funding Agreement ("Agreement") are Williamson County ("County") and Bluebonnet Trails Community MHMR Center ("Agency").

RECITALS

WHEREAS, the County has budgeted and allocated funds (the "Funds") for public purposes such as social services programs and programs that promote the health, safety and welfare of the citizens of Williamson County, Texas;

WHEREAS, the Agency provides the type of public purpose services for which the Funds were budgeted and allocated;

WHEREAS, Article III, Section 52 of the Texas Constitution precludes political subdivisions from making unconditional gifts or donations to private entities if said gifts or donations lack sufficient controls to ensure that an authorized public purpose is achieved;

WHEREAS, the County has determined that the Agency's activities and the services provided by the Agency constitute an authorized public purpose;

WHEREAS, the County has determined that, in order to comply with Article III, Section 52 of the Texas Constitution, certain standards must be imposed on the Funds to ensure they are expended on an authorized public purpose; and

WHEREAS, the Agency has agreed to accept the Funds, all on and subject to the terms herein set forth.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the County and the Agency hereby agree as follows:

ARTICLE I
BASIC SCOPE OF AGREEMENT

A. The county shall tender the Funds to the Agency subject to the terms of this Agreement.

B. Agency accepts the Funds, all on and subject to the terms herein set forth, and the Agency shall manage and expend the Funds on the public purpose services described in Exhibit "A" ("Services").

ARTICLE II
FUNDING STANDARDS

The following Funding Standards are hereby approved and imposed upon the Funds (the "Funding Standards"):

A. Use of Funds. The Agency shall expend and apply the Funds only on the Services. During the term of this Agreement (as defined below), the County shall retain the sole discretion as to determining whether or not a particular expenditure of the Funds complies with the Funding Standards.

B. Documentation of Expenditures. The Agency shall track and document the expenditure of the Funds in order to substantiate that the Funds were, in fact, expended only on the Services.

C. Unauthorized Expenditure of Funds. If, at any time during the term of this Agreement, the Agency expends any portion of the Funds for a purpose that is inconsistent with these Funding Standards (hereinafter referred to as an "Unauthorized Expenditure"), the Agency shall immediately reimburse the County for the entire amount of the Unauthorized Expenditure.

D. Discontinuance of Services. In the event the Agency ceases or otherwise discontinues providing the Services during the term of this Agreement or if this Agreement is otherwise terminated prior to the expiration of the term of this Agreement**,** the portion of any unexpended Funds shall be immediately returned to the County.

ARTICLE III
TERM OF AGREEMENT

Except as otherwise set forth herein, this Agreement shall commence on October 1, 2022, and shall terminate one year later on September 30, 2023. It is hereby acknowledged and agreed that the Agency shall expend the Funds in accordance with the terms and conditions of this agreement within one (1) year from the aforementioned commencement date.

ARTICLE IV
TERMINATION

If the Agency fails to fulfill its obligations under this Agreement in a timely and proper manner, or if the Agency violates any of the terms, agreements or stipulations of this Agreement, the County shall thereupon have the right to terminate this Agreement by giving written notice to the Agency of such termination, specifying the default or defaults, and stating that this Agreement shall be terminated 30 days after the giving of such notice unless such default or defaults are remedied within such cure period. In the event of such termination, the Agency shall promptly repay to the County the full amount of the Funds.

ARTICLE V
AMOUNT OF THE FUNDS

The County shall tender, and the Agent hereby agrees to accept the Funds in the amount of $25,000.00 for performance of the public purpose described in the attached Exhibit “A”.

ARTICLE VI
COUNTY’S RIGHT TO AUDIT

The Agency agrees that County or its duly authorized representatives shall, until the expiration of one (1) year after the term or termination of this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of the Agency which are directly pertinent to the Services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. The Agency agrees that County shall have access during normal working hours to all necessary Agency 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 the Agency reasonable advance notice of intended audits.

ARTICLE VII
GENERAL TERMS AND CONDITIONS

A. Non-Discrimination. No person shall be excluded from or denied the benefits of Agency's Services on the basis of age, race, color, religion, creed, national origin, gender identity, sex, marital status, disability, sexual orientation or, with respect to the sale, lease, rental, use or occupancy of real property or housing accommodations, the presence or absence of dependents, familial status or public services source of income. All current and prospective beneficiaries of the Services must, however, be persons in need of the programs provided by the Agency.

B. Equal Employment Opportunity. The Agency certifies that it is an "Equal Opportunity Employer" and that it will comply with the Texas Human Rights Commission Act, and all applicable laws and regulations pertaining to equal opportunity in employment.

C. Interest of County Officials. No member of the governing body of the County, no officer, employee, official or agent of the County, or other local public official who exercises any functions or responsibilities in connection with the review, approval or carrying out of the Services to which this Agreement pertains, shall have any private interest, direct or indirect, in this Agreement.

D. Conflict of Interest. The Agency covenants that it has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the Services to be undertaken through this Agreement. The Agency further covenants that in the performance of this Agreement, no person having such an interest shall be employed by the Agency.

E. Assignment; Successors and Assigns. The Agency shall not assign or transfer any interest in this Agreement without the prior written approval of the County. Any assignment made without such consent shall be void. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

F. Force Majeure. The County may, in its sole discretion, grant relief from the performance of this Agreement if the Agency 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 the Agency. The burden of proof for the need of such relief shall rest upon the Agency. To obtain a release based on force majeure, the Agency shall file a written request with the County.

G. Severability. If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Agreement and be deemed to be validated and enforceable.

H. Illegality. If the purpose of this Agreement or if the performance of any of the terms of this Agreement is found, by a court of competent jurisdiction, to be illegal, either party may immediately terminate this Agreement. In that event, the Agency shall refund all of the Funds that were tendered by the County to the Agency prior to such finding.

I. **INDEMNIFICATION OF COUNTY. THE AGENCY SHALL INDEMNIFY, DEFEND, PROTECT, AND SAVE HARMLESS WILLIAMSON COUNTY, ITS OFFICIALS AND EMPLOYEES AND ITS AGENTS AND**

AGENTS' EMPLOYEES FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LIABILITY, LOSS, DAMAGE, REASONABLE ATTORNEY'S FEES, COSTS, AND EXPENSES (INCLUDING, BUT NOT LIMITED TO EXPENSES RELATED TO EXPERT WITNESSES) OF ANY KIND WHATSOEVER, TO THE EXTENT ARISING FROM ANY NEGLIGENT ACT, ERROR OR OMISSION OF THE AGENCY OR ANY OF ITS EMPLOYEES AND ITS AGENTS AND AGENTS' EMPLOYEES IN CONNECTION WITH THE PERFORMANCE OF SERVICES.

J. Venue and Governing Law. Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in either Williamson County, Texas or in the Austin Division of the Western Federal District of 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.

K. No Third-Party Beneficiaries. This Agreement is for the sole and exclusive benefit of the parties hereto and nothing in this Agreement, express or implied, is intended to confer or shall be construed as conferring upon any other person any rights, remedies or any other type or types of benefits.

L. Compliance with Laws. Each party to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, salary and wage statutes and regulations, licensing laws and regulations.

M. Incorporation of Exhibits. All of the Exhibits referred to in this Agreement are incorporated by reference as if set forth verbatim herein.

N. Construction. Each party to this Agreement acknowledges that it and its counsel have reviewed this Agreement and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Agreement.

O. 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.

P. 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 or employees, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

Q. No Waiver. The failure or delay of any party to enforce at any time or any period of time any of the provisions of this Agreement shall not constitute a present or future waiver of such provisions, nor the right of either party to enforce each and every provision. Furthermore, no term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute consent to, waiver of or excuse for any other, different or subsequent breach.

R. 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 COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

EXECUTED as of _____, 20___.

Agency:

Name of Agency:

Bluebonnet Trails Community
MHMR Center

By: _____

Printed Name: Andrea Richardson

Title: Chief Executive Officer

Address:
1009 N. Georgetown Street
Round Rock, Texas 78664

Attn: Contracts Department

Telephone: 512-244-8305

COUNTY:

Williamson County, Texas

By: _____

Printed Name: _____

Title: _____

Address:
710 Main Street, Suite 101
Georgetown, Texas 78626
Attn: Williamson County Judge

Telephone: (512) 943-1550

Exhibit "A"

The Agency shall manage and expend the Funds on the following described public purpose services:

The Agency provides services to special needs offenders, which include service coordination/case management for adults and continuity of care, jail diversion, and wrap around services for juveniles. The Funds shall be used to provide public mental health services to adult and juvenile special needs offenders with serious and persistent mental illness and/or serious emotional disturbances who are participating in the Texas Correctional Office on Offenders with Medical Mental Impairments.

PUBLIC SERVICES FUNDING AGREEMENT

THE STATE OF TEXAS §
§
§ KNOW ALL PERSONS BY THESE PRESENTS:
§
COUNTY OF WILLIAMSON §

The parties to this Public Services Funding Agreement ("Agreement") are Williamson County ("County") and Williamson County Children's Advocacy Center, Inc. ("Agency").

RECITALS

WHEREAS, the County has budgeted and allocated funds (the "Funds") for public purposes such as social services programs and programs that promote the health, safety and welfare of the citizens of Williamson County, Texas;

WHEREAS, the Agency provides the type of public purpose services for which the Funds were budgeted and allocated;

WHEREAS, Article III, Section 52 of the Texas Constitution precludes political subdivisions from making unconditional gifts or donations to private entities if said gifts or donations lack sufficient controls to ensure that an authorized public purpose is achieved;

WHEREAS, the County has determined that the Agency's activities and the services provided by the Agency constitute an authorized public purpose;

WHEREAS, the County has determined that, in order to comply with Article III, Section 52 of the Texas Constitution, certain standards must be imposed on the Funds to ensure they are expended on an authorized public purpose; and

WHEREAS, the Agency has agreed to accept the Funds, all on and subject to the terms herein set forth.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the County and the Agency hereby agree as follows:

ARTICLE I

BASIC SCOPE OF AGREEMENT

A. The county shall tender the Funds to the Agency subject to the terms of this Agreement.

B. Agency accepts the Funds, all on and subject to the terms herein set forth, and the Agency shall manage and expend the Funds on the public purpose services described in Exhibit "A" ("Services").

ARTICLE II
FUNDING STANDARDS

The following Funding Standards are hereby approved and imposed upon the Funds (the "Funding Standards"):

A. Use of Funds. The Agency shall expend and apply the Funds only on the Services. During the term of this Agreement (as defined below), the County shall retain the sole discretion as to determining whether or not a particular expenditure of the Funds complies with the Funding Standards.

B. Documentation of Expenditures. The Agency shall track and document the expenditure of the Funds in order to substantiate that the Funds were, in fact, expended only on the Services.

C. Unauthorized Expenditure of Funds. If, at any time during the term of this Agreement, the Agency expends any portion of the Funds for a purpose that is inconsistent with these Funding Standards (hereinafter referred to as an "Unauthorized Expenditure"), the Agency shall immediately reimburse the County for the entire amount of the Unauthorized Expenditure.

D. Discontinuance of Services. In the event the Agency ceases or otherwise discontinues providing the Services during the term of this Agreement or if this Agreement is otherwise terminated prior to the expiration of the term of this Agreement**,** the portion of any unexpended Funds shall be immediately returned to the County.

ARTICLE III
TERM OF AGREEMENT

Except as otherwise set forth herein, this Agreement shall commence on October 1, 2022 and shall terminate one year later on September 30, 2023. It is hereby acknowledged and agreed that the Agency shall expend the Funds in accordance with the terms and conditions of this agreement within one (1) year from the aforementioned commencement date.

ARTICLE IV

TERMINATION

If the Agency fails to fulfill its obligations under this Agreement in a timely and proper manner, or if the Agency violates any of the terms, agreements or stipulations of this Agreement, the County shall thereupon have the right to terminate this Agreement by giving written notice to the Agency of such termination, specifying the default or defaults, and stating that this Agreement shall be terminated 30 days after the giving of such notice unless such default or defaults are remedied within such cure period. In the event of such termination, the Agency shall promptly repay to the County the full amount of the Funds.

ARTICLE V
AMOUNT OF THE FUNDS

The County shall tender and the Agent hereby agrees to accept the Funds in the amount of $55,000.00 for performance of the public purpose described in the attached Exhibit “A”.

ARTICLE VI
COUNTY’S RIGHT TO AUDIT

The Agency agrees that County or its duly authorized representatives shall, until the expiration of one (1) year after the term or termination of this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of the Agency which are directly pertinent to the Services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. The Agency agrees that County shall have access during normal working hours to all necessary Agency 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 the Agency reasonable advance notice of intended audits.

ARTICLE VII
GENERAL TERMS AND CONDITIONS

A. Non-Discrimination. No person shall be excluded from or denied the benefits of Agency's Services on the basis of age, race, color, religion, creed, national origin, gender identity, sex, marital status, disability, sexual orientation or, with respect to the sale, lease, rental, use or occupancy of real property or housing accommodations, the presence or absence of dependents, familial status or public services source of income. All current and prospective beneficiaries of the Services must, however, be persons in need of the programs provided by the Agency.

B. Equal Employment Opportunity. The Agency certifies that it is an "Equal Opportunity Employer" and that it will comply with the Texas Human Rights Commission Act, and all applicable laws and regulations pertaining to equal opportunity in employment.

C. Interest of County Officials. No member of the governing body of the County, no officer, employee, official or agent of the County, or other local public official who exercises any functions or responsibilities in connection with the review, approval or carrying out of the Services to which this Agreement pertains, shall have any private interest, direct or indirect, in this Agreement.

D. Conflict of Interest. The Agency covenants that it has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the Services to be undertaken through this Agreement. The Agency further covenants that in the performance of this Agreement, no person having such an interest shall be employed by the Agency.

E. Assignment; Successors and Assigns. The Agency shall not assign or transfer any interest in this Agreement without the prior written approval of the County. Any assignment made without such consent shall be void. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

F. Force Majeure. The County may, in its sole discretion, grant relief from the performance of this Agreement if the Agency 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 the Agency. The burden of proof for the need of such relief shall rest upon the Agency. To obtain a release based on force majeure, the Agency shall file a written request with the County.

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H. Illegality. If the purpose of this Agreement or if the performance of any of the terms of this Agreement is found, by a court of competent jurisdiction, to be illegal, either party may immediately terminate this Agreement. In that event, the Agency shall refund all of the Funds that were tendered by the County to the Agency prior to such finding.

I. **INDEMNIFICATION OF COUNTY. THE AGENCY SHALL INDEMNIFY, DEFEND, PROTECT, AND SAVE HARMLESS WILLIAMSON COUNTY, ITS OFFICIALS AND EMPLOYEES AND ITS AGENTS AND AGENTS' EMPLOYEES FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LIABILITY, LOSS, DAMAGE, REASONABLE ATTORNEY'S FEES, COSTS, AND EXPENSES (INCLUDING, BUT NOT LIMITED TO EXPENSES RELATED TO EXPERT WITNESSES) OF ANY KIND WHATSOEVER, TO THE EXTENT ARISING FROM ANY NEGLIGENT ACT, ERROR OR OMISSION OF THE AGENCY OR ANY OF ITS**

EMPLOYEES AND ITS AGENTS AND AGENTS' EMPLOYEES IN CONNECTION WITH THE PERFORMANCE OF SERVICES.

J. Venue and Governing Law. Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in either Williamson County, Texas or in the Austin Division of the Western Federal District of 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.

K. No Third-Party Beneficiaries. This Agreement is for the sole and exclusive benefit of the parties hereto and nothing in this Agreement, express or implied, is intended to confer or shall be construed as conferring upon any other person any rights, remedies or any other type or types of benefits.

L. Compliance with Laws. Each party to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, salary and wage statutes and regulations, licensing laws and regulations.

M. Incorporation of Exhibits. All of the Exhibits referred to in this Agreement are incorporated by reference as if set forth verbatim herein.

N. Construction. Each party to this Agreement acknowledges that it and its counsel have reviewed this Agreement and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Agreement.

O. 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.

P. 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 or employees, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

Q. No Waiver. The failure or delay of any party to enforce at any time or any period of time any of the provisions of this Agreement shall not constitute a present or future waiver of such provisions, nor the right of either party to enforce each and every provision. Furthermore, no term or provision hereof shall be deemed waived and no breach excused

unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute consent to, waiver of or excuse for any other, different or subsequent breach.

R. 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 COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

EXECUTED as of August 25, 2022.

Agency:

Name of Agency:

Williamson County Children's Advocacy Center, Inc.

By: Kerrie Stannell

Printed Name: Kerrie Stannell

Title: CEO

Address:
211 Commerce Blvd #101
Round Rock, TX 78664

Attn: Kerrie Stannell

Telephone: 512-943-3710

COUNTY:

Williamson County, Texas

By: _____

Printed Name: _____

Title: _____

Address:
710 Main Street, Suite 101
Georgetown, Texas 78626
Attn: Williamson County Judge

Telephone: (512) 943-1550

Exhibit "A"

The Agency shall manage and expend the Funds on the following described public purpose services:

The Agency provides needed assistance to abused children and non-offending family members, and the professionals dedicated to the intervention, investigation, prosecution, and treatment options related to child abuse cases in an attempt to minimize trauma and reduce re-victimization to child victims of abuse. The Funds shall be used to defray the general operating costs associated with the provision of the above-described services and services (includes the general operating costs of the forensic department, counseling department, medical department, community awareness/training, and volunteer program).

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

CONTRACT
IN THE PUBLIC INTEREST
BETWEEN
WILLIAMSON COUNTY, TEXAS
AND
THE WILLIAMSON MUSEUM
(FY2023)

THIS CONTRACT is entered into by and between WILLIAMSON COUNTY, a political subdivision of the State of Texas, hereinafter referred to as ("WILLIAMSON COUNTY"), and THE WILLIAMSON MUSEUM, hereinafter referred to as ("MUSEUM").

W I T N E S S E T H

WHEREAS, WILLIAMSON COUNTY has an interest in supporting historic preservation efforts and promoting community-based expressions of arts and cultural, including but not limited to promoting efforts that serve a public benefit and further economic development;

WHEREAS, MUSEUM has an interest in supporting the provision of community and county-wide historical preservation efforts;

WHEREAS, WILLIAMSON COUNTY believes that it is in the public interest to enter into this CONTRACT with MUSEUM;

NOW, THEREFORE, THE PARTIES agree as follows:

1. Public Purpose and Public Benefit. MUSEUM will operate as an independent contractor in Williamson County, Texas. MUSEUM shall use the funding paid hereunder to perform the services and achieve the broad goals outlined in this CONTRACT.

2. Payment/Inspections & Audits. MUSEUM shall cooperate with inspections and audits that WILLIAMSON COUNTY or the auditor on behalf of WILLIAMSON COUNTY may make to ensure service standards and fiscal responsibility.

In return, WILLIAMSON COUNTY agrees to pay from funding provided by WILLIAMSON COUNTY to MUSEUM the full yearly amount of **$257,125.00 payable after October 1, 2022 and *prior* to the end of FY2023 or September 30, 2023 in the form of equal monthly installments and generally paid each month on WILLIAMSON COUNTY's first check run for accounts payable.**

3. Reimbursement of Funds. Despite the agreed upon method of payment set forth above, MUSEUM agrees to return to WILLIAMSON COUNTY all funds distributed to MUSEUM if (a.) MUSEUM's use of the funds for intended purposes is insufficient; (b.) this CONTRACT is terminated for any reason; (c.) MUSEUM fails in any other respect under this CONTRACT; (d.) MUSEUM changes its operations in such a way that, in WILLIAMSON COUNTY's opinion, the museum no longer serves a public purpose; or (e) MUSEUM conveys, leases or otherwise transfers its interest in the its operations to another entity without the prior written consent of WILLIAMSON COUNTY, which such consent shall not be unreasonably withheld provided the successor entity continues to use the museum a public purpose consistent with the spirit of this CONTRACT. The reimbursement of funds may be prorated based on those portions that were reasonably used for intended purposes.

4. Records. MUSEUM shall keep sufficient records of all of its expenditures in connection with services rendered pursuant to this CONTRACT. MUSEUM agrees that WILLIAMSON COUNTY'S auditors shall have the right to audit such MUSEUM records on an annual basis along with their regular review of records in a manner and form to be agreed upon by WILLIAMSON COUNTY and MUSEUM. MUSEUM further 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 MUSEUM which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. MUSEUM expressly agrees that WILLIAMSON COUNTY shall have access during normal working hours to all necessary MUSEUM facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. Additionally, WILLIAMSON COUNTY shall give MUSEUM reasonable advance notice of intended audits.

5. Indemnity. MUSEUM shall in no manner incur any expenses or liability on behalf of WILLIAMSON COUNTY.

MUSEUM FURTHER AGREES TO HOLD WILLIAMSON COUNTY HARMLESS FOR ANY AND ALL CLAIMS BY THIRD PARTIES FOR ANY INJURIES, DAMAGES, OR LIABILITY OF ANY KIND ARISING UNDER OR OCCASIONED BY MUSEUM.

6. Compliance with All Laws. MUSEUM and WILLIAMSON COUNTY each agree, in connection with the services or any related items to the subject matter of this CONTRACT, to comply with any and all local, state or federal requirements.

7. Notice. Any notice required to be given under the terms of this CONTRACT 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, TEXAS 78626

MUSEUM:
THE WILLIAMSON MUSEUM
716 S. AUSTIN AVENUE
GEORGETOWN, TEXAS 78626

GENERAL COUNSEL:
GENERAL COUNSEL
OFFICE OF WILLIAMSON COUNTY JUDGE
710 MAIN STREET, SUITE 200
GEORGETOWN, TEXAS 78626

8. No Assignment. This CONTRACT may not be assigned.

9. Termination. Notwithstanding the agreed upon term, this CONTRACT may be terminated upon the occurrence of any of the following:

a. the termination of the corporate or business existence of MUSEUM;
b. the insolvency of MUSEUM, the filing of a petition in bankruptcy either by or against MUSEUM, or an assignment by MUSEUM for the benefit of creditors;
c. the breach by MUSEUM of any of the terms of this CONTRACT and the continuation of such breach for a period of ten (10) days after written notice is given by WILLIAMSON COUNTY to MUSEUM of such breach.
d. upon WILLIAMSON COUNTY's sole discretion with or without cause by providing thirty (30) days written notice.

10. Term. The stated term of this CONTRACT shall be until **September 30, 2023**, but with on-going contractual obligations by MUSEUM extending beyond the termination date (and the payment of funds by WILLIAMSON COUNTY).

11. Venue & 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.

12. 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

13. Mediation. The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this CONTRACT.

14. Proof of Non-Profit Status. MUSEUM has provided proof of status as a 501(c) non-profit corporate entity, which is attached and marked as "Exhibit A" and is incorporated herein as if copied in full. **Exhibit "A".**

EXECUTED to be effective as of the date of the last party's execution below.

FOR WILLIAMSON COUNTY:

_____

Presiding Officer
Williamson County Commissioners Court
Williamson County, Texas

Date: _____ _____, 20____

FOR MUSEUM:

Nancy Hall
_____

Authorized Agent
The Williamson Museum

Date: August 29, 2022

STATE OF TEXAS *
COUNTY OF WILLIAMSON *

This instrument was acknowledged before me on the _____day of _____, 2022, by _____, of the Williamson Museum, on behalf of the organization.

_____

Notary Public, State of Texas

PUBLIC SERVICES FUNDING AGREEMENT

THE STATE OF TEXAS §
§
§ KNOW ALL PERSONS BY THESE PRESENTS:
§
COUNTY OF WILLIAMSON §

The parties to this Public Services Funding Agreement ("Agreement") are Williamson County ("County") and Hope Alliance ("Agency").

RECITALS

WHEREAS, the County has budgeted and allocated funds (the "Funds") for public purposes such as social services programs and programs that promote the health, safety and welfare of the citizens of Williamson County, Texas;

WHEREAS, the Agency provides the type of public purpose services for which the Funds were budgeted and allocated;

WHEREAS, Article III, Section 52 of the Texas Constitution precludes political subdivisions from making unconditional gifts or donations to private entities if said gifts or donations lack sufficient controls to ensure that an authorized public purpose is achieved;

WHEREAS, the County has determined that the Agency's activities and the services provided by the Agency constitute an authorized public purpose;

WHEREAS, the County has determined that, in order to comply with Article III, Section 52 of the Texas Constitution, certain standards must be imposed on the Funds to ensure they are expended on an authorized public purpose; and

WHEREAS, the Agency has agreed to accept the Funds, all on and subject to the terms herein set forth.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the County and the Agency hereby agree as follows:

ARTICLE I
BASIC SCOPE OF AGREEMENT

A. The county shall tender the Funds to the Agency subject to the terms of this Agreement.

B. Agency accepts the Funds, all on and subject to the terms herein set forth, and the Agency shall manage and expend the Funds on the public purpose services described in Exhibit "A" ("Services").

ARTICLE II
FUNDING STANDARDS

The following Funding Standards are hereby approved and imposed upon the Funds (the "Funding Standards"):

A. Use of Funds. The Agency shall expend and apply the Funds only on the Services. During the term of this Agreement (as defined below), the County shall retain the sole discretion as to determining whether or not a particular expenditure of the Funds complies with the Funding Standards.

B. Documentation of Expenditures. The Agency shall track and document the expenditure of the Funds in order to substantiate that the Funds were, in fact, expended only on the Services.

C. Unauthorized Expenditure of Funds. If, at any time during the term of this Agreement, the Agency expends any portion of the Funds for a purpose that is inconsistent with these Funding Standards (hereinafter referred to as an "Unauthorized Expenditure"), the Agency shall immediately reimburse the County for the entire amount of the Unauthorized Expenditure.

D. Discontinuance of Services. In the event the Agency ceases or otherwise discontinues providing the Services during the term of this Agreement or if this Agreement is otherwise terminated prior to the expiration of the term of this Agreement**,** the portion of any unexpended Funds shall be immediately returned to the County.

ARTICLE III
TERM OF AGREEMENT

Except as otherwise set forth herein, this Agreement shall commence on October 1, 2022 and shall terminate one year later on September 30, 2023. It is hereby acknowledged and agreed that the Agency shall expend the Funds in accordance with the terms and conditions of this agreement within one (1) year from the aforementioned commencement date.

ARTICLE IV
TERMINATION

If the Agency fails to fulfill its obligations under this Agreement in a timely and proper manner, or if the Agency violates any of the terms, agreements or stipulations of this Agreement, the County shall thereupon have the right to terminate this Agreement by giving written notice to the Agency of such termination, specifying the default or defaults, and stating that this Agreement shall be terminated 30 days after the giving of such notice unless such default or defaults are remedied within such cure period. In the event of such termination, the Agency shall promptly repay to the County the full amount of the Funds.

ARTICLE V
AMOUNT OF THE FUNDS

The County shall tender and the Agent hereby agrees to accept the Funds in the amount of $85,000.00 for performance of the public purpose described in the attached Exhibit "A".

ARTICLE VI
COUNTY'S RIGHT TO AUDIT

The Agency agrees that County or its duly authorized representatives shall, until the expiration of one (1) year after the term or termination of this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of the Agency which are directly pertinent to the Services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. The Agency agrees that County shall have access during normal working hours to all necessary Agency facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. County shall give the Agency reasonable advance notice of intended audits.

ARTICLE VII
GENERAL TERMS AND CONDITIONS

A. Non-Discrimination. No person shall be excluded from or denied the benefits of Agency's Services on the basis of age, race, color, religion, creed, national origin, gender identity, sex, marital status, disability, sexual orientation or, with respect to the sale, lease, rental, use or occupancy of real property or housing accommodations, the presence or absence of dependents, familial status or public services source of income. All current and prospective beneficiaries of the Services must, however, be persons in need of the programs provided by the Agency.

B. Equal Employment Opportunity. The Agency certifies that it is an "Equal Opportunity Employer" and that it will comply with the Texas Human Rights Commission Act, and all applicable laws and regulations pertaining to equal opportunity in employment.

C. Interest of County Officials. No member of the governing body of the County, no officer, employee, official or agent of the County, or other local public official who exercises any functions or responsibilities in connection with the review, approval or carrying out of the Services to which this Agreement pertains, shall have any private interest, direct or indirect, in this Agreement.

D. Conflict of Interest. The Agency covenants that it has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the Services to be undertaken through this Agreement. The Agency further covenants that in the performance of this Agreement, no person having such an interest shall be employed by the Agency.

E. Assignment; Successors and Assigns. The Agency shall not assign or transfer any interest in this Agreement without the prior written approval of the County. Any assignment made without such consent shall be void. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

F. Force Majeure. The County may, in its sole discretion, grant relief from the performance of this Agreement if the Agency 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 the Agency. The burden of proof for the need of such relief shall rest upon the Agency. To obtain a release based on force majeure, the Agency shall file a written request with the County.

G. Severability. If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Agreement and be deemed to be validated and enforceable.

H. Illegality. If the purpose of this Agreement or if the performance of any of the terms of this Agreement is found, by a court of competent jurisdiction, to be illegal, either party may immediately terminate this Agreement. In that event, the Agency shall refund all of the Funds that were tendered by the County to the Agency prior to such finding.

I. **INDEMNIFICATION OF COUNTY. THE AGENCY SHALL INDEMNIFY, DEFEND, PROTECT, AND SAVE HARMLESS WILLIAMSON COUNTY, ITS OFFICIALS AND EMPLOYEES AND ITS AGENTS AND**

AGENTS' EMPLOYEES FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LIABILITY, LOSS, DAMAGE, REASONABLE ATTORNEY'S FEES, COSTS, AND EXPENSES (INCLUDING, BUT NOT LIMITED TO EXPENSES RELATED TO EXPERT WITNESSES) OF ANY KIND WHATSOEVER, TO THE EXTENT ARISING FROM ANY NEGLIGENT ACT, ERROR OR OMISSION OF THE AGENCY OR ANY OF ITS EMPLOYEES AND ITS AGENTS AND AGENTS' EMPLOYEES IN CONNECTION WITH THE PERFORMANCE OF SERVICES.

J. Venue and Governing Law. Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in either Williamson County, Texas or in the Austin Division of the Western Federal District of 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.

K. No Third-Party Beneficiaries. This Agreement is for the sole and exclusive benefit of the parties hereto and nothing in this Agreement, express or implied, is intended to confer or shall be construed as conferring upon any other person any rights, remedies or any other type or types of benefits.

L. Compliance with Laws. Each party to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, salary and wage statutes and regulations, licensing laws and regulations.

M. Incorporation of Exhibits. All of the Exhibits referred to in this Agreement are incorporated by reference as if set forth verbatim herein.

N. Construction. Each party to this Agreement acknowledges that it and its counsel have reviewed this Agreement and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Agreement.

O. 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.

P. 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 or employees, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

Q. No Waiver. The failure or delay of any party to enforce at any time or any period of time any of the provisions of this Agreement shall not constitute a present or future waiver of such provisions, nor the right of either party to enforce each and every provision. Furthermore, no term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute consent to, waiver of or excuse for any other, different or subsequent breach.

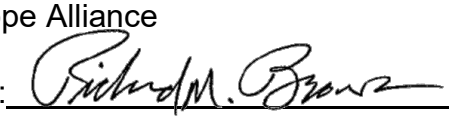
R. Entire Agreement. This Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by each party to this Agreement. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

EXECUTED as of _____, 20___.

Agency:

Name of Agency:

Hope Alliance

By: 

Printed Name: Richard M. Brown

Title: CEO

Address:
1011 Gattis School Rd Ste 110
Round Rock Texas 78664

Attn: Lesa Cantrell

Telephone: 512-255-1212

COUNTY:

Williamson County, Texas

By: _____

Printed Name: _____

Title: _____

Address:
710 Main Street, Suite 101
Georgetown, Texas 78626
Attn: Williamson County Judge

Telephone: (512) 943-1550

Exhibit "A"

The Agency shall manage and expend the Funds on the following described public purpose services:

The Agency manages the Williamson County Crisis Center, which is the only shelter in Williamson County for women and children victims of family violence. The Agency provides on-call accompaniment to the hospitals for rape victims who are taking forensic exams. The Funds shall be deposited into the Agency's general operating fund for salaries for advocates and counselors. Any remaining balance may be applied towards mileage and shelter expenses.

PUBLIC SERVICES FUNDING AGREEMENT

THE STATE OF TEXAS	§	
	§	
	§	KNOW ALL PERSONS BY THESE PRESENTS:
	§	
COUNTY OF WILLIAMSON	§	

The parties to this Public Services Funding Agreement ("Agreement") are Williamson County ("County") and CASA[1] of Williamson County ("Agency").

RECITALS

WHEREAS, the County has budgeted and allocated funds (the "Funds") for public purposes such as social services programs and programs that promote the health, safety and welfare of the citizens of Williamson County, Texas;

WHEREAS, the Agency provides the type of public purpose services for which the Funds were budgeted and allocated;

WHEREAS, Agency volunteers are appointed by both District Courts and the County Courts at Law of Williamson County to provide trained, court-appointed volunteers to advocate in the best interest of abused and neglected children on their journey to a safe, permanent home in cases pending before the courts;

WHEREAS, Article III, Section 52 of the Texas Constitution precludes political subdivisions from making unconditional gifts or donations to private entities if said gifts or donations lack sufficient controls to ensure that an authorized public purpose is achieved;

WHEREAS, the County has determined that the Agency's activities and the services provided by the Agency constitute an authorized public purpose;

WHEREAS, the County has determined that, in order to comply with Article III, Section 52 of the Texas Constitution, certain standards must be imposed on the Funds to ensure they are expended on an authorized public purpose; and

WHEREAS, the Agency has agreed to accept the Funds, all on and subject to the terms herein set forth.

[1] Aka, "Court Appointed Special Advocates"

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the County and the Agency hereby agree as follows:

ARTICLE I
BASIC SCOPE OF AGREEMENT

A. The county shall tender the Funds to the Agency subject to the terms of this Agreement.

B. Agency accepts the Funds, all on and subject to the terms herein set forth, and the Agency shall manage and expend the Funds on the public purpose services described in Exhibit "A" ("Services").

ARTICLE II
FUNDING STANDARDS

The following Funding Standards are hereby approved and imposed upon the Funds (the "Funding Standards"):

A. Use of Funds. The Agency shall expend and apply the Funds only on the Services. During the term of this Agreement (as defined below), the County shall retain the sole discretion as to determining whether or not a particular expenditure of the Funds complies with the Funding Standards.

B. Documentation of Expenditures. The Agency shall track and document the expenditure of the Funds in order to substantiate that the Funds were, in fact, expended only on the Services.

C. Unauthorized Expenditure of Funds. If, at any time during the term of this Agreement, the Agency expends any portion of the Funds for a purpose that is inconsistent with these Funding Standards (hereinafter referred to as an "Unauthorized Expenditure"), the Agency shall immediately reimburse the County for the entire amount of the Unauthorized Expenditure.

D. Discontinuance of Services. In the event the Agency ceases or otherwise discontinues providing the Services during the term of this Agreement or if this Agreement is otherwise terminated prior to the expiration of the term of this Agreement, the portion of any unexpended Funds shall be immediately returned to the County.

E. Reports. Agency shall provide to the Williamson County Commissioners Court bi-annual reports in a form agreed upon by County and Agency to inform the County

regarding Agency operations and the number of cases being handled for the benefit of Williamson County. Such reporting shall occur on or as close as possible to October 15th and May 15th of the fiscal year in order to assist the Commissioners Court with budgetary planning for possible future funding, although funding shall be revisited on a year-to-year basis to ensure service standards and fiscal responsibility.

ARTICLE III
TERM OF AGREEMENT

Except as otherwise set forth herein, this Agreement shall commence on October 1, 2022 and shall terminate one year later on September 30, 2023. It is hereby acknowledged and agreed that the Agency shall expend the Funds in accordance with the terms and conditions of this agreement within one (1) year from the aforementioned commencement date.

ARTICLE IV
TERMINATION

If the Agency fails to fulfill its obligations under this Agreement in a timely and proper manner, or if the Agency violates any of the terms, agreements or stipulations of this Agreement, the County shall thereupon have the right to terminate this Agreement by giving written notice to the Agency of such termination, specifying the default or defaults, and stating that this Agreement shall be terminated 30 days after the giving of such notice unless such default or defaults are remedied within such cure period. In the event of such termination, the Agency shall promptly repay to the County the full amount of the Funds.

ARTICLE V
AMOUNT OF THE FUNDS

The County shall tender and the Agent hereby agrees to accept the Funds in the amount of $30,000.00 for performance of the public purpose described in the attached Exhibit “A”.

ARTICLE VI
COUNTY’S RIGHT TO AUDIT

The Agency agrees that County or its duly authorized representatives shall, until the expiration of one (1) year after the term or termination of this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of the Agency which are directly pertinent to the Services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and

transcriptions. The Agency agrees that County shall have access during normal working hours to all necessary Agency 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 the Agency reasonable advance notice of intended audits.

ARTICLE VII
GENERAL TERMS AND CONDITIONS

A. Non-Discrimination. No person shall be excluded from or denied the benefits of Agency's Services on the basis of age, race, color, religion, creed, national origin, gender identity, sex, marital status, disability, sexual orientation or, with respect to the sale, lease, rental, use or occupancy of real property or housing accommodations, the presence or absence of dependents, familial status or public services source of income. All current and prospective beneficiaries of the Services must, however, be persons in need of the programs provided by the Agency.

B. Equal Employment Opportunity. The Agency certifies that it is an "Equal Opportunity Employer" and that it will comply with the Texas Human Rights Commission Act, and all applicable laws and regulations pertaining to equal opportunity in employment.

C. Interest of County Officials. No member of the governing body of the County, no officer, employee, official or agent of the County, or other local public official who exercises any functions or responsibilities in connection with the review, approval or carrying out of the Services to which this Agreement pertains, shall have any private interest, direct or indirect, in this Agreement.

D. Conflict of Interest. The Agency covenants that it has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the Services to be undertaken through this Agreement. The Agency further covenants that in the performance of this Agreement, no person having such an interest shall be employed by the Agency.

E. Assignment; Successors and Assigns. The Agency shall not assign or transfer any interest in this Agreement without the prior written approval of the County. Any assignment made without such consent shall be void. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

F. Force Majeure. The County may, in its sole discretion, grant relief from the performance of this Agreement if the Agency 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 the Agency. The burden of proof for the need of such relief shall rest upon the Agency. To obtain a release based on force majeure, the Agency shall file a written request with the County.

G. Severability. If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Agreement and be deemed to be validated and enforceable.

H. Illegality. If the purpose of this Agreement or if the performance of any of the terms of this Agreement is found, by a court of competent jurisdiction, to be illegal, either party may immediately terminate this Agreement. In that event, the Agency shall refund all of the Funds that were tendered by the County to the Agency prior to such finding.

I. **INDEMNIFICATION OF COUNTY. THE AGENCY SHALL INDEMNIFY, DEFEND, PROTECT, AND SAVE HARMLESS WILLIAMSON COUNTY, ITS OFFICIALS AND EMPLOYEES AND ITS AGENTS AND AGENTS' EMPLOYEES FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LIABILITY, LOSS, DAMAGE, REASONABLE ATTORNEY'S FEES, COSTS, AND EXPENSES (INCLUDING, BUT NOT LIMITED TO EXPENSES RELATED TO EXPERT WITNESSES) OF ANY KIND WHATSOEVER, TO THE EXTENT ARISING FROM ANY NEGLIGENT ACT, ERROR OR OMISSION OF THE AGENCY OR ANY OF ITS EMPLOYEES AND ITS AGENTS AND AGENTS' EMPLOYEES IN CONNECTION WITH THE PERFORMANCE OF SERVICES.**

J. Venue and Governing Law. Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in either Williamson County, Texas or in the Austin Division of the Western Federal District of 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.

K. No Third-Party Beneficiaries. This Agreement is for the sole and exclusive benefit of the parties hereto and nothing in this Agreement, express or implied, is intended to confer or shall be construed as conferring upon any other person any rights, remedies or any other type or types of benefits.

L. Compliance with Laws. Each party to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, salary and wage statutes and regulations, licensing laws and regulations.

M. Incorporation of Exhibits. All of the Exhibits referred to in this Agreement are incorporated by reference as if set forth verbatim herein.

N. Construction. Each party to this Agreement acknowledges that it and its counsel have reviewed this Agreement and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Agreement.

O. 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.

P. 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 or employees, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

Q. No Waiver. The failure or delay of any party to enforce at any time or any period of time any of the provisions of this Agreement shall not constitute a present or future waiver of such provisions, nor the right of either party to enforce each and every provision. Furthermore, no term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute consent to, waiver of or excuse for any other, different or subsequent breach.

R. 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 COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

EXECUTED as of_____, 20___.

Agency:

Name of Agency:

CASA of Williamson County

By: _____

Printed Name: Marissa A. Austin

Title: Chief Executive Officer

Address:

2100 Scenic Drive, Suite 110

Georgetown, TX

Attn: Marissa Austin

Telephone: 512-868-2822

COUNTY:

Williamson County, Texas

By: _____

Printed Name:_____

Title:_____

Address:
710 Main Street, Suite 101
Georgetown, Texas 78626
Attn: Williamson County Judge

Telephone: (512) 943-1550

Exhibit "A"

The Agency shall manage and expend the Funds on the following described public purpose services:

Court Appointed Special Advocates (CASA) of Williamson County, TX, is to provide trained, court-appointed volunteers to advocate in the best interest of abused and neglected children on their journey to a safe, permanent home. The Agency also provides needed assistance to children and family members, and the professionals dedicated to minimize trauma and reduce re-victimization to child victims of abuse and neglect. The Funds shall be used to defray the general operating costs associated with the provision of the above-described services and services (includes the general operating costs, community awareness/training, and volunteer program).

PUBLIC SERVICES FUNDING AGREEMENT

THE STATE OF TEXAS §
§
§ KNOW ALL PERSONS BY THESE PRESENTS:
§
COUNTY OF WILLIAMSON §

The parties to this Public Services Funding Agreement ("Agreement") are Williamson County ("County") and Capital Area Rural Transportation System (CARTS) ("Agency").

RECITALS

WHEREAS, the County has budgeted and allocated funds (the "Funds") for public purposes such as social assistance programs and programs that promote the health, safety and welfare of the citizens of Williamson County, Texas;

WHEREAS, the Agency provides the type of public purpose services for which the Funds were budgeted and allocated;

WHEREAS, Article III, Section 52 of the Texas Constitution precludes political subdivisions from making unconditional gifts or donations to private entities if said gifts or donations lack sufficient controls to ensure that an authorized public purpose is achieved;

WHEREAS, the County has determined that the Agency's activities and the services provided by the Agency constitute an authorized public purpose;

WHEREAS, the County has determined that, in order to comply with Article III, Section 52 of the Texas Constitution, certain standards must be imposed on the Funds to ensure they are expended on an authorized public purpose; and

WHEREAS, the Agency has agreed to accept the Funds, all on and subject to the terms herein set forth.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the County and the Agency hereby agree as follows:

ARTICLE I
BASIC SCOPE OF AGREEMENT

A. The county shall tender the Funds to the Agency subject to the terms of this Agreement.

B. Agency accepts the Funds, all on and subject to the terms herein set forth, and the Agency shall manage and expend the Funds on the public purpose services described in Exhibit "A" ("Services").

ARTICLE II
FUNDING STANDARDS

The following Funding Standards are hereby approved and imposed upon the Funds (the "Funding Standards"):

A. Use of Funds. The Agency shall expend and apply the Funds only on the Services. During the term of this Agreement (as defined below), the County shall retain the sole discretion as to determining whether or not a particular expenditure of the Funds complies with the Funding Standards.

B. Documentation of Expenditures. The Agency shall track and document the expenditure of the Funds in order to substantiate that the Funds were, in fact, expended only on the Services.

C. Unauthorized Expenditure of Funds. If, at any time during the term of this Agreement, the Agency expends any portion of the Funds for a purpose that is inconsistent with these Funding Standards (hereinafter referred to as an "Unauthorized Expenditure"), the Agency shall immediately reimburse the County for the entire amount of the Unauthorized Expenditure.

D. Discontinuance of Services. In the event the Agency ceases or otherwise discontinues providing the Services during the term of this Agreement or if this Agreement is otherwise terminated prior to the expiration of the term of this Agreement, the portion of any unexpended Funds shall be immediately returned to the County.

ARTICLE III
TERM OF AGREEMENT

Except as otherwise set forth herein, this Agreement shall commence on October 1, 2022 and shall terminate one year later on September 30, 2023. It is hereby acknowledged and agreed that the Agency shall expend the Funds in accordance with the terms and conditions of this agreement within one (1) year from the aforementioned commencement date.

ARTICLE IV
TERMINATION

If the Agency fails to fulfill its obligations under this Agreement in a timely and proper manner, or if the Agency violates any of the terms, agreements or stipulations of this Agreement, the County shall thereupon have the right to terminate this Agreement by giving written notice to the Agency of such termination, specifying the default or defaults, and stating that this Agreement shall be terminated 30 days after the giving of such notice unless such default or defaults are remedied within such cure period. In the event of such termination, the Agency shall promptly repay to the County the full amount of the Funds.

ARTICLE V
AMOUNT OF THE FUNDS

The County shall tender and the Agent hereby agrees to accept the Funds in the amount of $10,000.00 for performance of the public purpose described in the attached Exhibit "A".

ARTICLE VI
COUNTY'S RIGHT TO AUDIT

A. County's Right to Audit. The Agency agrees that County or its duly authorized representatives shall, until the expiration of one (1) year after the term or termination of this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of the Agency which are directly pertinent to the Services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. The Agency agrees that County shall have access during normal working hours to all necessary Agency 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 the Agency reasonable advance notice of intended audits.

B. Agency Reports and Independent Audit Report. Provide the County with bi-annual reports which include progress meeting service objectives, the total number of persons and agencies directly served, and the number of County citizens served. Provide to the County a copy of the organization's annual independent auditor's report based upon the organization's fiscal year.

ARTICLE VII
GENERAL TERMS AND CONDITIONS

A. Non-Discrimination. No person shall be excluded from or denied the benefits of Agency's Services on the basis of age, race, color, religion, creed, national origin, gender identity, sex, marital status, disability, sexual orientation or, with respect to the sale, lease, rental, use or occupancy of real property or housing accommodations, the presence or absence of dependents, familial status or public assistance source of income. All current and prospective beneficiaries of the Services must, however, be persons in need of the programs provided by the Agency.

B. Equal Employment Opportunity. The Agency certifies that it is an "Equal Opportunity Employer" and that it will comply with the Texas Human Rights Commission Act, and all applicable laws and regulations pertaining to equal opportunity in employment.

C. Interest of County Officials. No member of the governing body of the County, no officer, employee, official or agent of the County, or other local public official who exercises any functions or responsibilities in connection with the review, approval or carrying out of the Services to which this Agreement pertains, shall have any private interest, direct or indirect, in this Agreement.

D. Conflict of Interest. The Agency covenants that it has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the Services to be undertaken through this Agreement. The Agency further covenants that in the performance of this Agreement, no person having such an interest shall be employed by the Agency.

E. Assignment; Successors and Assigns. The Agency shall not assign or transfer any interest in this Agreement without the prior written approval of the County. Any assignment made without such consent shall be void. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

F. Force Majeure. The County may, in its sole discretion, grant relief from the performance of this Agreement if the Agency 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 the Agency. The burden of proof for the need of such relief shall rest upon the Agency. To obtain a release based on force majeure, the Agency shall file a written request with the County.

G. Severability. If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this

Agreement is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Agreement and be deemed to be validated and enforceable.

H. Illegality. If the purpose of this Agreement or if the performance of any of the terms of this Agreement is found, by a court of competent jurisdiction, to be illegal, either party may immediately terminate this Agreement. In that event, the Agency shall refund all of the Funds that were tendered by the County to the Agency prior to such finding.

I. **INDEMNIFICATION OF COUNTY. THE AGENCY SHALL INDEMNIFY, DEFEND, PROTECT, AND SAVE HARMLESS WILLIAMSON COUNTY, ITS OFFICIALS AND EMPLOYEES AND ITS AGENTS AND AGENTS' EMPLOYEES FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LIABILITY, LOSS, DAMAGE, REASONABLE ATTORNEY'S FEES, COSTS, AND EXPENSES (INCLUDING, BUT NOT LIMITED TO EXPENSES RELATED TO EXPERT WITNESSES) OF ANY KIND WHATSOEVER, TO THE EXTENT ARISING FROM ANY NEGLIGENT ACT, ERROR OR OMISSION OF THE AGENCY OR ANY OF ITS EMPLOYEES AND ITS AGENTS AND AGENTS' EMPLOYEES IN CONNECTION WITH THE PERFORMANCE OF SERVICES.**

J. Venue and Governing Law. Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in either Williamson County, Texas or in the Austin Division of the Western Federal District of 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.

K. No Third-Party Beneficiaries. This Agreement is for the sole and exclusive benefit of the parties hereto and nothing in this Agreement, express or implied, is intended to confer or shall be construed as conferring upon any other person any rights, remedies or any other type or types of benefits.

L. Compliance with Laws. Each party to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, salary and wage statutes and regulations, licensing laws and regulations.

M. Incorporation of Exhibits. All of the Exhibits referred to in this Agreement are incorporated by reference as if set forth verbatim herein.

N. Construction. Each party to this Agreement acknowledges that it and its counsel have reviewed this Agreement and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Agreement.

O. 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.

P. 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 or employees, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

Q. No Waiver. The failure or delay of any party to enforce at any time or any period of time any of the provisions of this Agreement shall not constitute a present or future waiver of such provisions, nor the right of either party to enforce each and every provision. Furthermore, no term or provision hereof shall be deemed waived, and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute consent to, waiver of or excuse for any other, different or subsequent breach.

R. 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 COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

EXECUTED as of_____, 20___.

Agency:

Name of Agency:

Capital Area Rural Transportation System

By:_____

Printed Name: DAVID MARSH

Title: General Mgr

Address:

PO Box 6050
Austin, TX 78762

Attn: Petric Jackson

Telephone: 512-505-5605

County:

Williamson County, Texas

By: _____

Printed Name:

Title:_____

Address:
710 Main Street, Suite 101
Georgetown, Texas 78626
Attn: Williamson County Judge
Telephone: (512) 943-1550

Exhibit "A"

The Agency shall manage and expend the Funds on the following described public purpose services:

A. General public transportation services for the citizens of Williamson County with emphasis on the elderly and handicapped. Destinations will include but will not be limited to, medical facilities, grocery stores and other merchants, post office, doctors, etc.
B. Coordinate as appropriate with the County and other community service providers in the provision of services to County residents.

Commissioners Court - Regular Session **94.**

Meeting Date: 09/13/2022

Transfer of Command Bus CV3

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 transfer of the 2008 Command Bus (CV3) to Blanco County and authorizing Judge Gravell to sign any necessary documents to complete said transfer.

Background

In the spring of 2009, Williamson County applied for and received a Homeland Security Grant to fund a regional response command vehicle. In partnership with the Capitol Area Trauma Regional Advisory Council, the Williamson County Fire Chief's Association and the Capital Area Council of Governments (CAPCOG), Williamson County was able to make this purchase in January 2010. While this command vehicle has benefited the region immensely in times of disaster, recovery and law enforcement response and supported incidents at the local, regional and state levels, it has now served its useful life. Because funding was made possible through CAPCOG, this asset was offered back to our regional partners and Blanco County has accepted.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/07/2022 11:09 AM
Form Started By: Ashlie Holladay		Started On: 09/07/2022 10:59 AM
Final Approval Date: 09/07/2022		

Commissioners Court - Regular Session **95.**

Meeting Date: 09/13/2022

FY 23 Budget Policy

Submitted By: Ashlie Holladay, Budget Office

Department: Budget Office

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on the Budget Policy document for FY2022-2023.

Background

Please see attached "Summary of Changes" to elaborate on highlighted changes for the Budget Policy document.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

FY23 Budget Policy

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/06/2022 10:11 AM
Form Started By: Ashlie Holladay		Started On: 09/06/2022 09:55 AM
Final Approval Date: 09/06/2022		

Summary of Budget Policy Document Changes

Page 3, Items 7 and 8 – this language was previously in the Budget Order. We are recommending this language be placed in the Budget Policy document instead

Page 6, Item 6 – Previously part-time positions were budgeted at the number requested by the department and approved by the court. Because Oracle only recognizes a 40-hour work week, we were having to spend a large amount of time/number of resources adjusting every single PT slot during the budget load. In addition, whenever we are managing the Manager's Portal, we would have to update/maintain a separate cell within Oracle to show the number of hours approved on each PT slot. The process of setting a straight 29- hours/week for all PT positions will save time and resources throughout the year.

Page 6, Items 7 & 8 – this is simply clean up language and formalizes/documents our current process

Page 6, Item 10 – we have had requests to move monies into the merit line; this language will prohibit that

Page 6 & 7, Item 12 – this is simply clean up language and formalizes/documents our current process; Added language to address grants with respect to increases and what the grant can or cannot afford

Page 7, item 13 – this is simply clean up language and formalizes/documents our current process

Page 8, Item 16 – we have recommended overtime funding for the Tax Office for FY23 which would necessitate the addition of this office to the overtime list

Page 9, Item 4 – this language is new to the Budget Policy document; we are recommending this policy in accordance with the recommendation of 4WD or AWD drive vehicles in each department.

Page 10-11, Grant Funding – this language is new to the Budget Policy document; Currently there is much confusion as to what happens when grant funding is modified or ends; this suggested language would document the correct process as it pertains to such

WILLIAMSON COUNTY
BUDGET POLICY

The stewardship of public funds is one of the greatest responsibilities the Commissioners Court is tasked with. Therefore, the establishment and maintenance of budget policy is critical to ensure County officials protect public interests and promote citizens' confidence in County government…

I. General Policies

1. Williamson County will operate on a fiscal year which begins on October 1st and ends on September 30th.

2. Williamson County will continuously identify areas within the County for evaluation in order to improve efficiency and manage costs.

3. Cost/Benefit studies will be conducted, where appropriate and applicable, on non-recurring and recurring expenditures as well as capital projects.

4. All recurring budget items shall be funded in the general fund or road and bridge fund operating accounts/funds. These budget items shall be funded from revenue generated by the annual maintenance and operations general fund and road and bridge fund property tax levy. Recurring expenditures are defined as items that are ongoing in nature or routine. Examples include personnel and related expenses, utilities and/or fuel, etc. Recurring items shall NOT be budgeted for with excess fund balance/cash reserve funds.

5. Approved annual budgets, with amendments as approved by the Commissioners Court, are the management control device utilized by the County. Annual appropriated budgets are adopted for the General, Road and Bridge and Debt Services Funds and lapse at fiscal year end.

6. Each department should make every effort to manage expenditures in a fiscally prudent manner. All programs should be monitored on a regular basis to ensure viability, necessity and efficiency.

7. Proposed expenditure recommendations shall include the following:

    a. General Fund operating and maintenance expenditures
    b. Road and Bridge Fund operating and maintenance expenditures
    c. Debt Service Fund expenditures
    d. Any additional information as requested by the Court

8. Technology requests should increase the efficiency of County government by improving the delivery of service, reducing duplication of data, increasing the accuracy of data, consolidating data entry efforts, reducing the necessity to add staff in future years, improving security and privacy, or be required because of a new statutory requirement.

9. Furniture shall be replaced only when a demonstrated need has been presented and not in conjunction with transitioning into a new building and/or new personnel assuming an existing position in which furniture has previously been provided.

10. In order to maintain efficient and cost-effective services to the citizens of Williamson County, all budget requests are recommended to be prepared from the modified, zero-based budgeting process justifying the proposed expenditures as well as utilizing the most current information and trend analysis.

11. Williamson County seeks to advance economic development within the County. The Court will continuously support efforts to advance economic prosperity of the County when it finds that such efforts are in the best interest of the County and its citizens.

12. The Court at all times will attempt to maintain or lower the present tax rate.

13. Lame Duck Policy – Should an elected official not seek re-election or not be re-elected, 75% of the departmental budget will be encumbered to limit spending to 25%, equal to the time remaining in office. This is in accordance with Texas Local Government Code 130.908.

14. Funding will not be recommended to purchase items supporting or promoting any causes outside of core county duties.

II. Revenue and Transfer Policies

1. Williamson County will establish user charges and fees as permitted by law at a level related to the cost of providing that service to include direct and indirect costs.

2. When necessary, Williamson County will permit increases or decreases in user charges and fees. These charges and fees should be monitored and re-evaluated annually by each department head and/or elected official.

3. The County shall continuously seek public and private grants as well as other outside funding sources.

4. Williamson County allows a department head, appointed/elected official or his/her designee to request line-item transfers throughout the fiscal year. Pursuant to Local Government Code Section 111.070, the Commissioners Court may spend County funds only in strict compliance with the budget. The Commissioners Court by order may amend the budget to transfer an amount budgeted for one item to another budgeted item without authorizing an emergency expenditure.

5. Line-item transfers between 8000 accounts, merit 001130 and salary lines for the purpose of merit money allocation and re-allocation are initiated by Human Resources, forwarded to the Budget Office and completed by the Auditor's Office. These transfers will be placed on the agenda as needed for Commissioners Court approval/review.

6. Line-item transfers in the amount of $500 or less may be e-mailed directly to the Budget Office and are not required to be placed on the agenda unless:

    a. The transfer is to purchase items requested but not recommended or approved in the budget
    b. To simply increase overall funding in a particular line item

7. Transfers **out** of the following line items are prohibited. Transfers **into** the following line items are not prohibited:
    a. Training
    b. Gasoline
    c. Cell Phones
    d. RCS Radio Fees

8. Transfer of funds out of, within, or to the following line items will not be allowed, with the exception of line item 001107/Temp-Seasonal:
    a. Salaries – this pertains to salary line items that are position based or based on position control. This includes object codes 1100, 1101 and 1105.
    b. Fringe benefits – to include FICA, retirement, insurance and workers compensation

III. Reserve Policies

1. Williamson County will maintain adequate levels of fund balance to mitigate current and future risks, maintain an exceptional bond rating, and for long-term planning.

2. It is imperative that all department heads as well as elected officials continuously review expenditures to ensure fiscal responsibility.

IV. Budget Amendment Policies

1. Pursuant to Local Government Code, Section 111.070 (b), the Commissioners Court may authorize an emergency expenditure as an amendment to the original budget only in case of a grave public necessity to meet an unusual and unforeseen condition that could not have been included in the original budget through the use of reasonably diligent thought and attention.

2. All budget amendments must be placed on the regular agenda for consideration by the Commissioners Court and any amendments creating an increase in budgetary commitment for the next fiscal year shall be specifically noted.

3. The re-appropriation at the beginning of a fiscal year of funds committed under valid purchase orders of the County but unspent by September 30th of the prior fiscal year require a budget amendment from fund balance. These amendments are few in nature and will be made on a case-by-case basis. These budget amendments have no net effect on spending but simply change the accounting year for expenditures.

V. Capital Improvement Policies

1. Capital improvement projects include major equipment, software purchases as well as construction and remodeling requiring extensive funding.

2. Each department is encouraged to update their capital projects plan for the next five years so the Budget Officer may consolidate these into a five-year Capital Improvement Plan. Departments in a common functional area should cooperate in planning for capital projects affecting the entire function of that particular area. Budgeting and allocation of funds for capital projects will be made on the basis of long-term planning.

3. Capital improvement projects may be paid from current revenues, cash reserves or bonds. Bonds or other forms of debt will normally be used for capital projects when appropriate.

4. The selection of furniture, fabrics, color choices and/or materials used in the construction/remodeling of Williamson County facilities will be made by the Williamson County Facilities Division subject only to the Williamson County Commissioner Court's authority to override or otherwise modify such selection decisions pursuant to the Williamson County Commissioners Court's facilities powers, as is conferred by the Constitution and the laws of the State of Texas. Every effort will be made to maintain a professional appearance and provide uniformity and standardization in Williamson County facilities. Funding, where applicable, for the above-mentioned facility enhancements may reside in the Williamson County Facilities departmental budget.

5. The selection of flooring, paint, lighting, HVAC and electrical facility enhancements in individual/personal offices will be made by the Williamson County Facilities Division subject only to the Williamson County Commissioner Court's authority to override or otherwise modify such selection decisions pursuant to the Williamson County Commissioners Court's facilities powers, as is conferred by the Constitution and the laws of the State of Texas. Every effort will be made to maintain a professional appearance and provide uniformity and standardization in these areas. Funding, where applicable, for the above-mentioned facility enhancements may reside in the Williamson County Facilities departmental budget. All facility changes / structural modifications must have the approval of the Facilities Department.

6. Life cycle replacements, defined as a capital improvement analyzed for life cycle efficiency with a scheduled end of life, will be evaluated for the following:

    - Expected life of the replacement equipment
    - Age of current equipment being replaced
    - Repair dollars spent YTD
    - Issues with current system/equipment
    - Cost / Benefit of replacement
    - Phase in Approach vs. All at Once Funding
    - Cost savings of replacement item
    - Recurring costs associated with replacement item
    - External resources required to support replacement item to include external agencies, maintenance contract agreements and/or internal departments

VI. Personnel Policies

1. It is the priority of the Court to provide adequate and qualified staffing for offices and departments while ensuring efficiency. Requests for staff should be made only for new programs and/or upon demonstrated increases in service requirements that cannot be met with improved technology or changes in procedures.

2. Positions will only be recommended and approved when a verifiable need is demonstrated. Complete documentation to include any applicable and verifiable statistics, metrics, compliance requirements, job description, etc. should be provided at the time of the request.

3. The Court encourages and supports the allocation of funding to ensure the County's work force is properly trained. It is recommended that all department heads as well as elected officials additionally support reasonable continuing education requests.

4. The Court strives to ensure, where possible and practical, that employee compensation will be competitive with other similarly situated counties and/or local municipalities.

5. The Budget Office will maintain a budget on each position in an effort to identify "excess" funds available for the purpose of recruiting, re-classifications and re-organizations. Position control will be utilized on all salary line items with the exception of line item 001107, Temporary and Seasonal. Monies remaining in a salary line due to a position being vacant may not be used to increase a position's salary/rate of pay but may be used to pay out leave time when a position is vacated.

6. All full-time positions (GL code 1100 and 1105) will be budgeted at 40 hours per week while part-time positions (GL code 1101) will be budgeted at 29 hours per week.

~~7. All newly created civilian (non-law enforcement) positions will be funded at the minimum of the pay grade.~~

8. All newly created positions ~~law enforcement positions on the L or the C chart~~ will be funded according to court approved policy as per HR recommendation.

9. Re-classifications will be funded in accordance with current policy.

10. Merit funding (object code 001130) may only be used for merit performance/purpose in accordance with current policy. All merit funding (greater than $1.00) remaining in salary line 001130 will roll forward each fiscal year. Merit funds, once allocated to a position, may not be moved back into the merit line, object code 001130. Merit funding/calculations are based on all filled/unfilled, full-time/part-time position-based slots. Merit and COLA will be applied to Conversions. New positions are excluded from merit funding. Merit budgets are established in conjunction with the budget process and set at the beginning of the year. Transfers into line 1130 are prohibited.

11. Equipment/Supplies requested in the budget in conjunction with special teams/operations will not be funded from the general fund budget unless expressly authorized/approved by the Commissioners Court. Likewise, line-item transfer requests for a similar purpose may be denied.

12. Recommended pay changes will be applied as follows:

    MERIT will be applied to:

    a. Actual Salary as of the last pay period in March if a position is filled and any increases as allowed by policy
    b. The budget on the position as of the last pay period in March if position is vacant

c. Merit will not be funded on new positions

COLA will be applied to:

a. Actual Salary as of the last pay period in March if a position is filled and any increases as allowed by policy
b. The budget on the position as of the last pay period in March if position is vacant
c. COLA will be applied to new positions

Application of increases will occur in this order: Re-class, COLA and then merit

Merit for small departments (those with four or less merit eligible employees) who do not roll up under a department with an 8000 account, will be granted/budgeted merit at 1% more than the amount approved by the Commissioners Court. Grant funded positions may be exempted from this policy as well as re-classification and COLA increases and will be budgeted based on the amount the grant can afford.

13. Any vacant position budget on the L or C chart that does not coincide with a specific dollar amount/step on the L or C chart, will be budgeted/funded according to the midpoint of the delta between steps on the chart. For example, funding on a vacant L or C position falls between a C2.2 and a C2.3 and the delta between those two steps is $1000, funding would go to a C2.2 if excess is less than $500 (mid-point of the delta) and funding would go to a C2.3 if excess is $500 or greater.

14. Regardless of funding source, the Commissioners Court has express authority to set all compensations/salaries for Williamson County positions.

15. Funding may be requested via the budget process for known "Succession Planning". In the event an existing FTE submits a letter of intent to separate employment with Williamson County and funding is necessary to bring in a replacement prior to the departure of the existing FTE, funding may be available. Succession planning/funding applies as follows:
    - Applies to any position directly supervised by an elected official, appointed official, senior director or the commissioners court
    - Official letter of intent to depart/resign/retire must be received from/by the above
    - Maximum funding of 2 weeks (80 hours, five 8-hour days per week) for shadowing/training prior to current FTE departure
    - Maximum funding of 4 additional weeks (160 hours, five 8-hour days per week) to allow for accrual payouts (only if funding is not already available in the salary line due to attrition). Vacancy dollars will be applied first
    - Maximum total funding of 6 weeks' pay (240 hours, five 8-hour days per week)
    - Funding will be based on the current rate of pay for the current FTE and will include fringe/benefits as applicable

- Once a new hire is in place, he/she will move into the existing FTE slot while the current FTE will move into the succession slot
- Succession funding/dollars may not be transferred for any other purpose
- Internal candidates/promotions are not eligible for succession planning funding

16. Allowable overtime funding as approved by Commissioners Court includes the following:
    - ~~Mobile Outreach~~
    - Tax Assessor Collector (new)
    - Facilities
    - EMS / Tobacco HUG
    - Emergency Management
    - HazMat/Fire Marshal
    - All Constable Offices
    - Sheriff's Office
    - Corrections
    - Juvenile Services
    - 911 Communications
    - Wireless Communications
    - Pretrial Magistration Team (new)
    - Unified Road System
    - WC Radio Communication System (RCS)
    - Courthouse Security (Clean Up)
    - Election Svs Contract (Clean Up)

    Merit monies will be applied to all OT if a) merit is funded/awarded by the court and b) if merit is not designated as a lump sum or one-time payment.

VII. Fleet Policies

1. Vehicle and heavy equipment replacement funding will be allocated to each department in accordance with the Fleet Management Replacement Program. Vehicle and heavy equipment replacement recommendations will be reviewed for the following:
    a. Miles or hours as applicable
    b. Maintenance
    c. Type of Vehicle / Equipment Requested
    d. Fuel Efficiency
    e. Age of Vehicle
    f. Vehicle / Equipment Utilization

2. Funding will only be recommended for the changing of logo/graphics as vehicles are replaced/retired unless graphics are worn/damaged beyond repair and are no longer visible.

3. For all vehicles, or any county asset/equipment, purchased with county funds, only the name of Williamson County, the Williamson County department name and/or name of the Williamson County Office that such vehicle serves may be displayed on the vehicles. Furthermore, no wraps, paint schemes, insignia, decals or any other types of information or materials promoting any third-party causes/organizations/companies (save and except the brand name of the actual vehicle or equipment that is placed on the vehicle) or the name of the elected official or department director placed on Williamson County vehicles without the approval of the Williamson County Commissioners Court.

4. No more than 20% of departmental fleet will be 4WD or AWD without direct approval from the Commissioner Court.

VIII. Uniform Policies

Uniform funding ***may*** be provided to serve a public purpose i.e. out in the field and for departments/individuals who a) require regular and recurring public contact b) require clear identification to the public or c) where a demonstrated need is created for distinct separation between staff and population i.e. deputy vs. inmate, detention officer vs. population, etc.

The following uniform criteria must be met:

1. The uniform item must be required daily wear by the elected official/department head.
2. A departmental uniform policy must be provided at the time funding is requested to include (but not limited to) quantity of uniforms provided, positions requiring a uniform item, itemization of uniform items and on-going replacement of such items.
3. Uniform items must not be easily converted to everyday wear i.e., jeans, caps, t-shirts (a patch/emblem/logo on the uniform item does not necessarily prevent it from being easily converted).
4. Footwear will only be funded if it is a specialty item required for health and safety i.e., boots for motor units.
5. Funding for outerwear such as jackets and protective gear will only be recommended if an employee's job duties must be performed outdoors on a regular basis and the employee's personal outerwear is not permitted.
6. Shotguns/Rifles will be funded for each deputy if funding is available. Personal glocks/handguns, as well as any associated add-ons to personal handguns, are to be funded/provided by the deputy.

IX. Equipment / Asset Policies

1. Fitness equipment may be funded from the general fund should the following criteria be met:

    a. It is to replace equipment previously donated to the county and accepted by the Commissioners Court as a formal donation
    b. It is deemed to be of direct benefit to the taxpayer
    c. Job requirements prevent employee from leaving their shift to access fitness equipment elsewhere
    d. Job description requires employees the ability to be flexible, to lift large objects or to be physically fit and equipment would assist in this manner, possibly preventing injuries
    e. Current fitness equipment resides at the ESOC (as donated when the facility was completed) and the Sheriff's Office (purchased with discretionary funds)

2. Any on-going maintenance and operations funding required for assets acquired through forfeiture or purchased with asset forfeiture funds shall be paid for from asset forfeiture funds unless otherwise approved by Commissioners Court. This includes, but is not limited to, insurance, service agreements, routine maintenance, repairs, training, etc.

X. Grant Funding

All grant funded requests must be made to the Commissioners Court directly. This includes requests for full or partial funding. Should dollars be needed to fund a position and/or assets (or maintenance of) from the general fund or road and bridge fund due to grant expiration, non-renewal or a change in the percentage of funding received or percentage of allocation, the process would be as follows:

a. Notification of grant expiration will be sent out via the Auditor's Office 90 days prior to the expiration date
b. The department is responsible for placing an item on the agenda to request funding prior to budget adoption or no later than July 1st of each year. Agenda item placement MUST include the completed "Grant Questionnaire" form located in SharePoint
c. Should funding be approved by the Commissioners Court, funds will be added as applicable to the budget prior to adoption for the next fiscal year

This process applies to but is not limited to the following examples:

- Grant has covered 100% of costs in the past and will now cover 80%. The remaining 20% must be requested from the Court
- The grant has expired, renewal is no longer an option, and the department would like to fund the position and/or program beyond the expiration date
- The grant covers the person but not the assets (or vice versa) to go with the position; a request for funding of the assets must be made
- The grant does not cover merit/COLA increases that may be awarded by the Court for the following year
- Any situation in which funds, or an increase in funds, are being requested from the general fund or road and bridge fund

Last Approved 10/5/21

Commissioners Court - Regular Session **96.**

Meeting Date: 09/13/2022

FY23 Capital Improvement Program

Submitted By: Tomika Lynce, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action to approve the projects and budgets for the 2018,2019,2020,2021, 2022 and 2023 Capital Improvement Programs; 2015 Certificate of Obligation, Long Range Transportation (LTP) and the 2021 Tax Anticipation Note.

Background

In the FY23 General Fund Budget, $12,700,000 was funded for the Capital Improvement Plan from cash ending. The remaining balance for 2021 CIP is $5,182,581.55. Attached are the financial reports that provide the details for the CIP program. The attached financial report also provides available balances for 2015 Certificate of Obligation and 2021 Tax Anticipation Note programs. The balances are $2,524.42 and $70,403,505.31, respectively. The CIP request list is also attached.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Financial Summary

CIP List

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/08/2022 11:28 AM
Form Started By: Tomika Lynce		Started On: 09/08/2022 10:28 AM
Final Approval Date: 09/08/2022		

Unallocated August 31, 2022 (monies available to be assigned to projects)

2015 CO: $2,524.42

2022 CIP: $5,182,581.55

2023 CIP: $12,700,000

2021 TAN: $70,403,505.31

FY23 LTP R&B: $5,000,000

FY23 LTP GF: $7,000,000

FY23 LTP GF OR CIP: $1,745,361

Project	Project Name	Revenue	Budget	Actual Cost	Through 8/31/2022 Commitment Amount	Total Cost	Funds Available	Notes
					2015 CO			
P356	2015 CO NON-DEPARTMENTAL	$ 681,192.77	$ 681,192.77	$ 678,668.35	$ -	$ 678,668.35	$ 2,524.42	Unallocated funds
P536	Central Maintenance Service Road	$ 405,193.00	$ 405,193.00	$ 11,330.00	$ -	$ 11,330.00	$ 393,863.00	
P540	Jail Renovations Phase II	$ 232,997.35	$ 232,997.35	$ 98,362.99	$ 134,634.36	$ 232,997.35	$ -	
P543	JJC - Records Room Remodel	$ 200,000.00	$ 200,000.00	$ 89,344.56	$ 110,655.44	$ 200,000.00	$ -	
P548	JP4 HUTTO REMODEL	$ 644,512.85	$ 644,512.85	$ -	$ 86,513.00	$ 86,513.00	$ 557,999.85	
P595	New District,County,AG Court	$ 266,031.22	$ 266,031.22	$ 37,378.14	$ 228,653.08	$ 266,031.22	$ -	
					2018 CIP			
P476	JUSTICE CTR SECURITY IMPROV	$ 23,198.00	$ 400,000.00	$ 26,953.60	$ 171,953.40	$ 198,907.00	$ 201,093.00	
P540	Jail Renovations Phase II	$ 146,076.68	$ 549,487.63	$ 146,076.68	$ 403,410.95	$ 549,487.63	$ -	
					2019 CIP			
P432	Jail Master Plan	$ 209,500.00	$ 215,000.00	$ 209,500.00	$ -	$ 209,500.00	$ 5,500.00	
P515	Justice Center Remodel	$ 2,040,127.29	$ 2,472,267.72	$ 2,409,055.36	$ 63,212.36	$ 2,472,267.72	$ -	
P519	JJC - Smith Branch Mitigation	$ 441,822.37	$ 5,000,000.00	$ 456,396.64	$ 163,808.41	$ 620,205.05	$ 4,379,794.95	
P540	Jail Renovations Phase II	$ -	$ 188,746.01	$ -	$ 188,746.01	$ 188,746.01	$ -	
					2020 CIP			
P530	Children's Advocacy Center	$ 3,315,652.86	$ 5,500,000.00	$ 3,953,629.16	$ 1,224,929.78	$ 5,178,558.94	$ 321,441.06	Partially funded by ARPA
P540	Jail Renovations Phase II	$ -	$ 428,769.01	$ -	$ 428,769.01	$ 428,769.01	$ -	
P543	JJC - Records Room Remodel	$ 20,865.00	$ 68,000.00	$ 20,865.00	$ -	$ 20,865.00	$ 47,135.00	
P566	EXPO TX WINTER STORM 2021	$ -	$ 346,713.67	$ 99,235.16	$ -	$ 99,235.16	$ 247,478.51	
P583	FIF Grant Match	$ 414,184.93	$ 725,000.00	$ -	$ -	$ -	$ 725,000.00	Funds not available for use, grant match only
P595	New District,County,AG Court	$ -	$ 144,043.17	$ -	$ 144,043.17	$ 144,043.17	$ -	
					2021 CIP			
P515	Justice Center Remodel	$ 2,175.00	$ 420,732.28	$ -	$ -	$ -	$ 420,732.28	
P537	Fiber Replacement and Addition	$ 10,764.00	$ 700,000.00	$ -	$ 125,243.79	$ 125,243.79	$ 574,756.21	
P539	Central Maintenance Light Pole	$ 29,259.87	$ 29,259.87	$ 14,933.44	$ 3,867.98	$ 18,801.42	$ 10,458.45	
P540	Jail Renovations Phase II	$ -	$ 1,641,000.00	$ -	$ 1,206,158.63	$ 1,206,158.63	$ 434,841.37	
P544	JJC - Door, Intercom & Camera	$ 332,969.46	$ 875,000.00	$ 332,969.46	$ 452,291.44	$ 785,260.90	$ 89,739.10	
P548	JP4 HUTTO REMODEL	$ -	$ 558,209.92	$ -	$ -	$ -	$ 558,209.92	
P563	SW Regional Parking Lot	$ 594,775.77	$ 920,000.00	$ 594,775.77	$ 71,123.40	$ 665,899.17	$ 254,100.83	
P583	FIF Grant Match	$ -	$ 125,000.00	$ -	$ -	$ -	$ 125,000.00	Funds not available for use, grant match only
P595	New District,County,AG Court	$ -	$ 473,954.55	$ 2,088.00	$ 471,866.55	$ 473,954.55	$ -	
					2022 CIP			
P476	JUSTICE CTR SECURITY IMPROV	$ -	$ 2,850,000.00	$ -	$ -	$ -	$ 2,850,000.00	
P548	JP4 HUTTO REMODEL	$ -	$ 845,846.45	$ -	$ -	$ -	$ 845,846.45	
P565	CTTC WINTER STORM 2021	$ 203,918.50	$ 1,079,000.00	$ 14,933.44	$ 786,037.20	$ 800,970.64	$ 278,029.36	
P570	FIRE/EMS PAGING REDUNDANCY	$ -	$ 1,100,000.00	$ -	$ -	$ -	$ 1,100,000.00	
P571	ESOC PARKING LOT	$ 37.62	$ 200,000.00	$ 332,969.46	$ -	$ 332,969.46	$ (132,969.46)	
P572	SO-GYM IMPROVE AIR QUALITY	$ -	$ 300,000.00	$ -	$ -	$ -	$ 300,000.00	
P573	SOTC-PERIMETER WALL AND FENCE	$ -	$ 375,000.00	$ 594,775.77	$ -	$ 594,775.77	$ (219,775.77)	
P574	SOTC-BULLET TRAP	$ -	$ 131,000.00	$ -	$ -	$ -	$ 131,000.00	
P576	2022 CIP NON DEPARTMENTAL	$ -	$ 5,182,581.55	$ -	$ -	$ -	$ 5,182,581.55	Unallocated funds
P583	FIF Grant Match	$ -	$ 850,000.00	$ 2,088.00	$ -	$ 2,088.00	$ 847,912.00	Funds not available for use, grant match only; part of O&M not CIP
P595	New District,County,AG Court	$ -	$ 636,572.00	$ -	$ 636,572.00	$ 636,572.00	$ -	
					2021 TAN			
P577	ADMINISTRATION BUILDING	$ 43,000,000.00	$ 43,000,000.00	$ 148.92	$ 3,341,100.00	$ 3,341,248.92	$ 39,658,751.08	
P578	JJC-ADDITIONAL DETENTION	$ 35,000,000.00	$ 35,000,000.00	$ 220,489.66	$ 322,720.00	$ 543,209.66	$ 34,456,790.34	
P580	BOB PHILLIPS BUILDING	$ 2,250,000.00	$ 2,250,000.00	$ 2,051,676.05	$ 198,177.32	$ 2,249,853.37	$ 146.63	
P588	TAN ROW	$ 50,000,000.00	$ 50,000,000.00	$ 21,999,855.50	$ -	$ 21,999,855.50	$ 28,000,144.50	
P590	2021 TAN Non Departmental	$ 70,968,219.25	$ 70,968,219.25	$ 564,713.94	$ -	$ 564,713.94	$ 70,403,505.31	Unallocated Funds
					2023 CIP			
TBD	TBD						$ 12,700,000.00	Unallocated funds
					FY22 LTP RB			
TBD	TBD						$ 5,000,000.00	Unallocated funds
					FY22 LTP GF			
TBD	TBD						$ 7,000,000.00	Unallocated funds
					FY23 LTP GF OR ADDITIONAL CIP			
TBD	TBD						$ 1,745,361.00	Unallocated funds
					FY23 FIF (O&M)			
TBD							$ 850,000.00	Funds not available for use, grant match only

CAPITAL IMPROVEMENT PLAN 2023

Item #	Reference #	Year Proj. needs Funding	PROJECT	Dept. Priority	Total Cost
			EMERGENCY SERVICES		**$ 7,860,000**
0120	1015-15-0120	2015	M42 Taylor Ambulance Station (Move to possible different location out of flood plain	1	$ 1,600,000
0193	0541-22-0193	2022	Comprehensive Flood Monitoring System	4	$ 5,000,000
0196	0581-22-0196	2022	Security Fence Upgrade for ESOC	3	$ 510,000
0198	0587-22-0198	2022	ESOC Audio-Visual repair and enhancements	2	$ 750,000
			INFORMATION TECHNOLOGY SERVICES		**$ 13,000,000**
0220	0503-19-0220	2025	ERP Purchase/Upgrade	2	$ 5,000,000
0233	0503-22-0233	2024	Public Safety Software Enhancement/Replacement	1	$ 8,000,000
			PARKS		**$ 19,270,626**
0382	1047-18-0382	2018	EXPO Center - Electronic Events Sign	10	$ 325,000
0384	1047-19-0384	2019	EXPO Center - North Access Road from Bill Pickett Trail	9	$ 400,000
0396	1047-23-0396	2023	EXPO Center - Group Pavilions	8	$ 420,000
0397A	1047-23-0397	2023	EXPO Center - West Arena Option A	7A	$ 9,600,000
0397B	1047-23-0397	2023	EXPO Center - West Arena Option B	7B	$ 6,990,626
0393	0510-22-0393	2022	Regional Park - 400 Meter Track Repairs	6	$ 330,000
0395	0510-22-0395	2022	Regional Park - Renovate Restroom Building	1	$ 120,000
0398 A	0510-23-0398A	2023	Parks Light-Structure System Retrofit - Energy Upgrade: Fields 6-9	2	$ 460,000
0398 B	0510-23-0398B	2023	Parks Light-Structure System Retrofit - Energy Upgrade: Softball Fields	4	$ 335,000
0398 C	0510-23-0398C	2023	Parks Light-Structure System Retrofit - Energy Upgrade: Tennis Courts	3	$ 200,000
0398 D	0510-23-0398D	2023	Parks Light-Structure System Retrofit - Energy Upgrade: Basketball Courts	5	$ 90,000
			CENTRAL MAINTENANCE		**$ 9,670,000**
4011	1026-19-4011	2019	Fleet Parts Room expansion	2	$ 1,250,000
4029	1026-19-4029	2019	Fleet Heavy Equipment Shop	3	$ 7,500,000
4115	1026-23-4115	2023	Fleet Shop Addition	1	$ 920,000
			BUILDINGS		**$ 1,545,000**
1001	1071-23-1001	2023	ESOC Data Center CRAC Unit Design & Install	2	$ 445,000
4097	1022-21-4097	2021	Demo of North Addition Structure at Historic Jail	3	$ 325,000
4118	1066-23-4118	2023	Jester Annex HVAC System Design & Install	1	$ 775,000
			SHERIFF'S OFFICE / CORRECTIONS		**$ 18,760,000**
			SO/Jail MasterPlan currently in review:		
4094	1008-21-4094	2021	*SO - Placeholder for SO HQ Changes per MasterPlan*	6	$ 4,000,000
0459	1008-18-0459	2018	*SO - Secure HQ parking with new gates / window screens*	7	$ 500,000
4030	1008-19-4030	2019	*SO - Front Reception Windows - Data*	2	$ 65,000
4031	1008-19-4031	2019	*SO - Front Reception Windows - Warrants*	1	$ 65,000
4033	1008-19-4033	2019	*Jail - Jail Design and Construction - fourth floor buildou*	5	$ 12,000,000
4082	1008-20-4082	2020	Jail-Covering Recreational Yards-Design Only	8	$ 50,000
0468	0560-18-0468	2018	SOTC - Driving Track and Skid Pad at Firearms Range for training	9	$ 1,500,000
4116	0560-23-4116	2023	SOTC - Remodel Range Training Pavilion	4	$ 430,000
4092	1008-21-4092	2021	Jail - North & South Docking Stations for Generators	3	$ 150,000
			JUSTICE CENTER		**$ 1,625,000**
4048	1009-19-4048	2024	Justice Center-Design for Remodel at Basement for Future Vacated Space	2	$ 850,000
4117	1009-23-4117	2023	Justice Center-North Roof Replacement	1	$ 775,000
			JUVENILE JUSTICE CENTER		**$ 180,000**
4119	1045-23-4119	2023	Juvenile Justice Center - Shower Renovation	1	$ 180,000
			EXISTING PROJECTS / UNFUNDED COMPONENTS		**$ 1,700,000**
P595		2023	New District/County AG Court	1	$ 500,000
P572		2023	SO-Gym Improved Air Quality	2	$ 1,200,000

Notes: This is a continually growing document with estimated costs at time of request.
Reported as of September 7, 2022

TOTAL COUNT 37 **$ 73,610,626**

Meeting Date: 09/13/2022
Executive Session
Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond
Department: Road Bond
Agenda Category: Executive Session

Information

Agenda Item

Discuss real estate matters (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.072 Deliberation Regarding Real Estate Property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with third person.)

A. Real Estate Owned by Third Parties

Preliminary discussions relating to proposed or potential purchase or lease of property owned by third parties

a) Discuss the acquisition of real property for SW 183 and SH 29 Loop.
b) Discuss the acquisition of real property for CR 176 at RM 2243
c) Discuss the acquisition of real property: CR 332
d) Discuss the acquisition of real property for County Facilities.
e) Discuss the acquisition of real property for Seward Junction SE and SW Loop.
f) Discuss the acquisition of real property for Bud Stockton Extension.
g) Discuss the acquisition of real property for CR 305/307.
h) Discuss Somerset Road Districts No. 3 & 4 reimbursements for acquisition & construction of Reagan Blvd.
i) Discuss the acquisition of real property for CR 111.
j) Discuss the acquisition of real property for Corridor H
k) Discuss the acquisition of real property for future SH 29 corridor.
l) Discuss the acquisition of right-of-way for Hero Way.
m) Discuss the acquisition of right-of-way for Corridor C.
n) Discuss the acquisition of right-of-way for Corridor F.
o) Discuss the acquisition of right-of-way for Corridor D.
p) Discuss the acquisition of right-of-way for SE Loop/Corridor A.
q) Discuss the acquisition of right-of-way for Reagan extension.
r) Discuss the acquisition of real property near Justice Center.
s) Discuss the acquisition of drainage/detention easements for real property North of WMCO Juvenile Detention Center
t) Discuss the acquisition of the MKT Right of Way
u) Discuss acquisition of right of way for Corridor E.
v) Discuss acquisition of right of way for County Road 245.
w) Discuss acquisition of right of way for CR 401/404.
x) Discuss acquisition of right of way for Liberty Hill Bypass.

B. Property or Real Estate owned by Williamson County

Preliminary discussions relating to proposed or potential sale or lease of property owned by the County

a) Discuss County owned real estate containing underground water rights and interests.
b) Discuss possible uses of property owned by Williamson County on Main St. between 3rd and 4th Streets. (Formerly occupied by WCCHD)
c) Discuss property usage at Longhorn Junction
d) Discuss the sale of excess ROW at San Gabriel Parkway and Mel Mathis Ave.
e) Discuss county owned property located at Ed Schmidt Boulevard Hutto, Texas
f) Discuss the sale of property located at 900 S Main St., Taylor, 76574
g) Discuss the sale of 106 Dana Drive, Hutto, Texas
h) Discuss the sale of property located adjacent to the existing Williamson County EMS Bay/SO and MOT building at 1801 E. Settlers Boulevard, Round Rock, Texas

C. Discuss the Williamson County Reimbursement Agreement for Construction of San Gabriel Blvd. and New Hope Road with the City of Leander and TIRZ #1

D. Discuss the Cobb Cavern Conservation Easement Amendment and potential acquisition.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/08/2022 09:05 AM
Form Started By: Charlie Crossfield		Started On: 09/07/2022 02:46 PM
Final Approval Date: 09/08/2022		

Commissioners Court - Regular Session **98.**

Meeting Date: 09/13/2022

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 Red Hot Chili Pepper
b) Project Flex Power
c) Project Pearson Ranch
d) Project Fittipaldi
e) Project Venture
f) Project 007
g) Project Acropolis
h) Project Crystal Lagoon
i) Project Phantom
j) Project World
k) Project Mellencamp

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/08/2022 09:05 AM
Form Started By: Charlie Crossfield		Started On: 09/07/2022 02:46 PM
Final Approval Date: 09/08/2022		