# NOTICE TO THE PUBLIC
# WILLIAMSON COUNTY COMMISSIONERS COURT
# February 28, 2023
# 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 – 32 )

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

**Fiscal Impact**

| From/To | Acct No. | Description | Amount |
|---|---|---|---|
| From | 0100-0540-005700 | Vehicles >$5,000 | $50,000.00 |
| To | 0100-0540-003311 | Uniforms | $50,000.00 |

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

**5.** Discuss, consider, and take appropriate action on approving property tax collections for the month of January 2023 for the Williamson County Tax Assessor/Collector.

**6.** Discuss, consider, and take appropriate action on authorizing the disposal of various county vehicles(s) and equipment assets through Auction including One (1) 2016 Chevrolet Tahoe Vin #1295, pursuant to Texas Local Government Code 263.152.

**7.** Discuss, consider, and take appropriate action on canceling Commissioners Court on Tuesday, March 14, 2023.

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

**9.** Discuss, consider, and take appropriate action to approve the County Attorney January 2023 Monthly Report in compliance with Code of Criminal Procedure 103.005.

**10.** Discuss, consider and take appropriate action to approve Justice of the Peace, Pct. 3, January 2023 Monthly Report in compliance with the Code of Criminal Procedure § 103.005.

**11.** Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed qualifications for Financial Wellbeing Services and Support under RFQ #23RFSQ48.

**12.** Discuss, consider and take appropriate action on an Interlocal Agreement between Williamson County and the Texas Department of Emergency Management (TDEM) regarding TDEM's use of a vacant office located at the Williamson County EMS Building to serve as a location from which TDEM may operate to coordinate state emergency response, recovery, preparedness, and mitigation efforts.

**13.** Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed proposals for Williamson County HazMat Response Team Organizational Assessment, Gap Analysis and Strategic Plan, under RFP #23RFP46.

**14.** Discuss, consider, and take appropriate action on accepting a Smokey Mo's TX BBQ gift card donation in the amount of $20.00 to the Williamson County Sheriff's Office pursuant to Tex. Loc. Gov't Code 81.032.

**15.** Discuss, consider and take appropriate action to accept a donation of (6) 16" LaRue Tactical PredatAR5.56 with Aimpoint Micro T-2 combo w/LT751 for Sheriff's Office SWAT pursuant to Tex. Loc. Gov't Code 81.032.

**16.** Discuss, consider and take appropriate action on approving purchase quote #2023148 for Ballistic Shields from Galls, LLC in the amount of $79,040.00, pursuant to BuyBoard cooperative contract #603-20.

**17.** Discuss, consider and take appropriate action on approving agreement #2023139 between Williamson County and DNN, LLC for website license, support and renewal, in the amount of $35,532.25, and authorizing execution of the agreement.

**18.** Discuss, consider and take appropriate action on approving the extension of contract #1612-131 Payroll Services for Existing Temporary Labor, renewal period four (4), for the same pricing, terms and conditions as the existing contract that was awarded to Evins Personnel Consultants, Inc., DBA Openwork, for the 12-month term of April 19, 2023 – April 18, 2024, and authorizing execution of the renewal agreement.

**19.** Discuss, consider and take appropriate action on approving Amendment #1 between Williamson County and Democracy Live, Inc. to extend the agreement term, and authorizing execution of the amendment.

**20.** Discuss, consider, and take appropriate action on approving a Professional Services Agreement (PSA) through RFQ #T2086 for Materials Testing at the Juvenile Justice Center Addition for Geologic Assessment & Geotechnical Services to the most qualified firm, ECS Southwest, LLP, in the amount up to $34,900.00 and authorize execution of the agreement. Funding Source is P578.

**21.** Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed proposals for an Upgrade of the Irrigation Central Control System, under RFP# 23RFP49.

**22.** Discuss, consider, and take appropriate action on approving services contract #2023125 with Flooring Solutions, Inc., an authorized Shaw dealer, for the replacement of flooring at the Williamson County Court at Law No.5 in the amount of $21,922.00 pursuant to cooperative Sourcewell contract #080819-SII. Funding source is P595 .

**23.** Discuss, consider, and take appropriate action on Vaughn Construction, Change Order No. 11 for the Williamson County Children's Advocacy Center Addition Project (P530) in the amount of $165,080.00.

**24.** Discuss, consider, and take appropriate action on authorizing Addendum #1 for IFB #23IFB26 Fleet Vehicles Fiscal Year 2023-2024 for various Williamson County Departments.

**25.** Discuss, consider and take appropriate action on approving the extension of contract #22IFB93 Corrugated Metal Piping, renewal period #1, for the same pricing, terms and conditions as the existing contract that was awarded to Texas Corrugators for the 12-month term of May 17, 2023 - May 16, 2024, and authorizing execution of the renewal agreement.

**26.** Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed qualifications for Engineering Services for Operational Improvements to the Parmer Lane at SH 45 interchange, under RFQ #23RFSQ15. Funding Source is P340.

**27.** Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed qualifications for Engineering Services for development of schematics and possible design of Corridor A2 from FM 3349 to SH 95, under RFQ #23RFSQ53. Funding source is Long Range Planning.

**28.** Discuss, consider and take appropriate action on a Resolution for a TxDOT Advance Funding Agreement for off-system bridge and roadway realignments.

**29.** Discuss, consider and take appropriate action on Change Order No. 1, to contract 22IFB105 – Live Oak Ranch Sub Phase 1 Roadway and Drainage Improvements, in the amount of $78,200.00. Funding Source is P487.

**30.** Discuss, consider and take appropriate action on approval of the preliminary plat for the Santa Rita Ranch Phase 7B subdivision – Precinct 2.

**31.** Discuss, consider and take appropriate action on approval of the replat of Lot 3, Wild Plum Valley subdivision – Precinct 4.

**32.** Discuss, consider and take appropriate action on approval of the replat of Lot 11, Florence Oaks Estates subdivision – Precinct 3.

## REGULAR AGENDA

**33.** Discuss, consider and take any necessary action to approve order for interment by cremation of deceased (Debra Denise Lacy) who passed away in Williamson County, TX where there has been no inquest by the Justice of the Peace and the County has discretion to inter, pursuant to Tex. Health & Safety Code § 711.002(e), and authorize Beck Funeral Home to move forward with interment.

**34.** Discuss, consider and take appropriate action on a proclamation recognizing the extraordinary work and history of Dr. James Lee Dickey.

**35.** 9:30 am Conduct a public hearing relating to a request from Commissioner Pct. 4 to transfer the funding for six position increases from Non-Departmental to the following Budgets : Sheriff's Office, Corrections, County Attorney and District Attorney. Budget increases will be for the positions of Chief Deputy, Asst. Chief Deputy (3), and Chief Investigators (2) and discuss (#1) the reason for the funding transfer, including the public purpose that will be served by transferring the funding; and (#2) the exact amount of the funding transfer, the sources of the payment, and the terms for distribution of the payment that effect and maintain the public purpose to be served if any excess is needed.

**36.** Discuss, consider, and take appropriate action on increasing funding for Position Control Numbers (PCN's) 1346, 0338, 1242, 1307, 0050, and 0055.

**37.** Discuss and take appropriate action on the proposed amendments to the FY22 Community Development Block Grant (CDBG) project allocation.

**38.** Deliberate, discuss, consider, receive information/situational updates and take any appropriate action on public health and safety related matters, issues, business and concerns resulting from and pertaining to the severe winter weather event experienced in Williamson County, Texas during the week of January 30 th, 2023.

**39.** Discuss, consider and take appropriate action on updating page 21 of the Employee Policy Manual to reflect recent changes recommended by the Benefits Committee regarding benefits coverage eligibility.

**40.** Discuss, consider and take appropriate action on the changes from Salary Study 5b for the District Attorney's office.

**41.** Discuss and consider a funding request to increase the County supplement portion of the District Attorney's salary.

**42.** Discuss, consider and take appropriate action on appointment of Jerry Goodrich for a two-year term on the Williamson County Historical Commission (WCHC) effective immediately and ending on December 31, 2024.

**43.** Discuss, consider and take appropriate action authorizing the County Judge to execute a Lease Agreement with the Williamson County Crisis Center (D/B/A Hope Alliance) for lease of a County building to be used for a public purpose as a temporary auxiliary emergency shelter, effective April 1, 2023 and ending on March 31, 2025.

**44.** Discuss, consider and take appropriate action on a Sub-recipient Agreement with Williamson County Crisis Center (D/B/A Hope Alliance) for funding through the American Rescue Plan Act (ARPA) (A.L.N.21.027) for the Temporary Auxiliary Emergency Shelter Program, effective April 1, 2023.

**45.** Discuss, consider and take appropriate action authorizing the Williamson County Sheriff's Office to accept funding through the Edward Byrne Memorial Justice Assistance Grant (JAG) Program FY2022, Local Solicitation.

**46.** Discuss, consider and take appropriate action on approving the agreement between Brandy P. Miller, Ph.D., PC and Williamson County for Psychological Services for the Williamson County Sheriff's Office in the annual not-to-exceed amount of $15,0000 and exempting this agreement from competitive bidding requirements as per Texas Local Government Code 262.024 (a)(4) a personal or professional service, and authorizing execution of the agreement attached.

**47.** Discuss, consider and take appropriate action on approving the Interlocal Agreement (ILA) between Williamson County and the City of Round Rock relating to the Southwest Williamson County Regional Park water meter relocation project and authorizing execution of the ILA.

**48.** Discuss, consider, and take appropriate action on approving the purchase of one (1) new Caterpillar Inc. Model: CB2.7GC Paving and Compaction machine, from Holt Cat, in the amount of $57,410.00 pursuant to Sourcewell Co-Op Contract #032119-CAT and authorizing the purchase.

**49.** Discuss, consider, and take appropriate action on approving and executing Agreement to Extend Contract #1709-189 for Vending Machine Services with Mcliff Coffee and Vending to 90-day survivability.

**50.** Discuss, consider and take appropriate action on rejecting proposals for RFP #23RFP35 Maintenance, Repair, Inspection, & Testing for Environmental Systems Technology (EST) Brand Devices and request that information related to competition be excepted pursuant to Texas Government Code 552.104 and authorize the Purchasing Agent to advertise and receive sealed proposals under the new RFP #23RFP50.

**51.** Discuss, consider and take appropriate action on rejecting proposals for RFP #23RFP36 Maintenance, Repair, Inspection, & Testing for Honeywell Brand Devices and request that information related to competition be excepted pursuant to Texas Government Code 552.104 and authorize the Purchasing Agent to advertise and receive sealed proposals under the new RFP #23RFP51.

**52.** Discuss, consider and take appropriate action on rejecting proposals for RFP #23RFP37 Maintenance, Repair, Inspection, & Testing for Simplex Grinnell Brand Devices and request that information related to competition be excepted pursuant to Texas Government Code 552.104 and authorize the Purchasing Agent to advertise and receive sealed proposals under the new RFP #23RFP52.

**53.** Discuss, consider, and take appropriate action on awarding RFP #23RFP11 Electrical Infrastructure Maintenance & Installation Services “As Needed” Primary to the highest scoring proposers, Allied Electric Services as Primary and to Doyle Electric, LLC as Backup.

**54.** Receive the February 2023 Construction Summary Report and PowerPoint Presentation.

**55.** Discuss, consider, and take appropriate action regarding Change Order No. 3 in the amount of $27,926.96 for Project T4327 Great Oaks Drive Improvements (DeNucci Constructors) P: 270 Funding Source: Road Bond.

**56.** Discuss, consider, and take appropriate action regarding Change Order No. 4 in the amount of $11,820.42 for Project T4327 Great Oaks Drive Improvements (DeNucci Constructors) P: 270 Funding Source: Road Bond.

**57.** Discuss, consider, and take appropriate action regarding Change Order No. 3 in the amount of $177,807.62 for Project T3346 Southeast Loop Segment 1 Phase 1 (James Construction Group, LLC) P: 463 Funding Source: Road Bond.

**58.** Discuss, consider, and take appropriate action regarding Change Order No. 4 in the amount of $188,826.95 for Project 22IFB57 CR 401 Reconstruction (James Construction Group, LLC) P: 390 Funding Source: Road Bond.

**59.** Discuss, consider, and take appropriate action on awarding IFB #23IFB21 Ronald Reagan Blvd at Elizabeth Park Blvd Temporary Signals and Restriping to the lowest and best bidder, The Levy Company, Inc., in the amount of $216,902.22. Funding Source is P336.

**60.** Discuss, consider, and take appropriate action on awarding IFB #23IFB33 CR 404 Realignment to the lowest and best bidder, Capital Excavation Company, in the amount of $5,139,487.45. Funding Source is P391.

**61.** Discuss, consider and take appropriate action on an Agreed Final Judgment with Myra L. Valenta n/k/a Myra L. Page for 2.235 acres of right of way and 11,329 SF of waterline easement acquired on the CR 111 project (Parcel 19.2). Funding Source: Road Bonds P292

**62.** Discuss, consider and take appropriate action on a real estate contract with Terri Leigh Alexander a/k/a Terri Jones Hanley and Susan Lynn Anderson a/k/a Susan Jones Anderson for 0.296 acres of right of way needed on the CR 279/Bagdad Rd. project (Parcel 18). Funding Source: Road Bonds P343

**63.** Discuss, consider and take appropriate action accepting a deed from 372 Terra Verde TX, LLC for 9.00 acres of dedicated right of way along CR 305 and CR 372.

**64.** Discuss, consider and take appropriate action on an update for the 88th Legislative Session.

**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)."***

**65.** 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 CR 255.
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.
y) Discuss the acquisition of 321 Ed Schmidt Blvd., #300, Hutto, Texas

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
i) Lease of property located 747 County Rd. 138 Hutto, Texas
j) Discuss Right of Way for Southwestern Boulevard, Georgetown, 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.

**66.** 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 Fittipaldi
b) Project Acropolis
c) Project World
d) Project Mellencamp
e) Project Corgi
f) Project Anniversary
g) Project Glee

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

**a. General:**

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

**b. Litigation:**

1. Cause No. 19-0850-C368; County of Williamson v. Purdue Pharma, LP, et al.; In the 368th Judicial District Court of Williamson County, Texas, and related lawsuits
2. Civil Action No. 1:20-cv-00842-RP; 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

3. Civil Action No. 1:21-cv-00074-LY; Scott Phillip Lewis v. Williamson County, Texas; In the United States District Court for the Western District of Texas, Austin Division

4. Civil Action No. 1:21-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

5. Civil Action No. 1:21-cv-00275-LY; 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

6. Civil Action No. 1:21-cv-00350-RP; Imani Nembhard v. Williamson County, Texas, Robert Chody, and Christopher Pisa; In the United States District Court for the Western District of Texas, Austin Division

7. Civil Action No. 1:21-cv-00374-RP; Gary Watsky v. Williamson County, Texas, and Robert Chody, Mark Luera, Steve Deaton, et al.; In the United States District Court for the Western District of Texas, Austin Division

8. Civil Action No. 1:21-cv-00481-LY; Marquina Gilliam-Hicks v. Sean Feldman, In his individual capacity, and Williamson County, Texas; In the United States District Court for the Western District of Texas, Austin Division

9. Civil Action No. 1:21-cv-00615-LY; Bernardo Acosta v. Williamson County, Texas, et al.; In the United States District Court for the Western District of Texas, Austin Division

10. Cause No. 22-0159-C395; Gary Watsky v. Mike Gleason, et al.; In the 395th District Court of Williamson County, Texas

11. Cause No. 22-0916-C368; Chris Noel Carlin v. Christopher Davis and Williamson County; In the 368th Judicial District Court of Williamson County, Texas

12. 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

13. Cause No. 22-2067-C395; Chauncy Williams v. Williamson County Attorney's Office Victim Services Division, et al.; In the 395th Judicial District Court of Williamson County, Texas

14. 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, et al.; In the 368th Judicial District Court of Williamson County, Texas

15. Civil Action No. 4:22-cv-00576-P; Kyle Strongin, et al. v. Williamson County, et al.; In the United States District Court for the Northern District of Texas

16. Cause No. 22-1152-C425; Catherine Johnston v. Bill Gravell, Williamson County Judge, et al.; In the 425th Judicial District Court of Williamson County, Texas

17. Cause No. 22-1213-C425; Williamson County, Texas v. Ritter Botkin Prime Construction Company, Inc. and Argonaut Insurance Company; In the 425th Judicial District Court of Williamson County, Texas

18. Cause No. 22-1359-C368; Williamson County, Texas v. Ritter, Botkin Prime Construction Company, Inc. and Great American Insurance Company of New York; In the 368th Judicial Court of Williamson County, Texas

19. Cause No. 3SC-22-0147; Debora Garcia-Valentin and Ariel Valentin v. Williamson County Animal Shelter; In the Justice Court, Precinct Three, of Williamson County, Texas

20. Cause No. D-1-GN-22-007162; Williamson County v. Ken Paxton, Attorney General of the State of Texas; In the 353rd Judicial District Court of Travis County, Texas

21. Civil Action No. 1:23-cv-00019; Cindy McNatt, individually and as dependent administrator of Estate of Joshua Ray McNatt, et al. v. Williamson County, Texas, et al.; In the United States District Court for the Western District of Texas, Austin Division

**c. EEOC/TWC matters:**

1. EEOC Charge #_____ - K.B.

**d. Claims:**

**e. Other:**

1. Legal matters pertaining to the Emergency Communications Department.

2. Legal matters relating to U.S. Fish and Wildlife Service's Final Rule Designating Critical Habitat for the Georgetown and Salado Salamanders.

3. Legal matters pertaining to tax exemptions for private apartment developers under 303.042(f) of the Texas Local Government Code.

4. 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.

5. Legal matters pertaining to DM Medical Billings, LLC.
6. Legal matters relating to proposed Hutto TIRZ #3.
7. Legal matters pertaining to nuisance abatement procedures.
8. Discuss legal matters relating to a Lease Agreement between Williamson County and the Williamson County Children's Advocacy Center, Inc.

**68.** 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).

**69.** 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).

**70.** 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)

**71.** Discuss and take appropriate action concerning economic development.

**72.** Discuss and take appropriate action concerning real estate.

**73.** 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
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18. Cause No. 22-1359-C368; Williamson County, Texas v. Ritter, Botkin Prime Construction Company, Inc. and Great American Insurance Company of New York; In the 368th Judicial Court of Williamson County, Texas

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20. Cause No. D-1-GN-22-007162; Williamson County v. Ken Paxton, Attorney General of the State of Texas; In the 353rd Judicial District Court of Travis County, Texas

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1. EEOC Charge #_____ - K.B.

**d. Claims:**

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2. Legal matters relating to U.S. Fish and Wildlife Service’s Final Rule Designating Critical Habitat for the Georgetown and Salado Salamanders.
3. Legal matters pertaining to tax exemptions for private apartment developers under 303.042(f) of the Texas Local Government Code.
4. 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.
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6. Legal matters relating to proposed Hutto TIRZ #3.
7. Legal matters pertaining to nuisance abatement procedures.
8. Discuss legal matters relating to a Lease Agreement between Williamson County and the Williamson County Children’s Advocacy Center, Inc.

**74.** 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.

**75.** Comments from Commissioners.

**76.** 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 24th day of February 2023 at 12:00 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:** 02/28/2023

Uniform 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

Transfer of funds for uniforms. Due to larger new hire classes additional funds are needed for the remainder of the fiscal year.

## Fiscal Impact

| From/To | Acct No. | Description | Amount |
|---|---|---|---|
| From | 0100-0540-005700 | Vehicles >$5,000 | $50,000.00 |
| To | 0100-0540-003311 | Uniforms | $50,000.00 |

## Attachments

*No file(s) attached.*

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Becky Pruitt | 02/21/2023 09:54 AM |
| Budget Office | Saira Hernandez | 02/21/2023 10:55 AM |
| Form Started By: Michael Knipstein | | Started On: 02/21/2023 07:49 AM |
| Final Approval Date: 02/21/2023 | | |

**Commissioners Court - Regular Session** **4.**

**Meeting Date:** 02/28/2023

Compensation Items

**Submitted By:** Kayla Marek, Human Resources

**Department:** Human Resources

**Agenda Category:** Consent

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**Information**

**Agenda Item**

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

**Background**

See attached documentation for details.

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**Fiscal Impact**

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

**Attachments**

Merit Report

Merit LIT

Position Changes

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| Human Resources (Originator) | Rebecca Clemons | 02/23/2023 08:23 AM |
| County Judge Exec Asst. | Becky Pruitt | 02/23/2023 08:28 AM |
| Form Started By: Kayla Marek | | Started On: 02/22/2023 04:57 PM |
| Final Approval Date: 02/23/2023 | | |

| Department | Position | Emp Num | Current Annual Salary | Annual Merit Amt | Merit % | New Annual Salary | Lump-sum Merit | Pay Proposal Reason | Effective Date of Change |
|---|---|---|---|---|---|---|---|---|---|
| Animal Services | Animal Care Specialist.1889.001100. | 16210 | $32,137.25 | $642.74 | 2.00 | $32,779.99 | - | MERIT | 3-Mar-23 |
| Animal Services | Sr Animal Care Specialist.2068.001100. | 16226 | $33,085.92 | $661.71 | 2.00 | $33,747.63 | - | MERIT | 3-Mar-23 |
| Animal Services | Animal Care Specialist.0205.001100. | 16280 | $31,507.09 | $630.14 | 2.00 | $32,137.23 | - | MERIT | 3-Mar-23 |
| Commissioners Court | Economic & General Counsel.0047.001100. | 10733 | $169,793.78 | $5,093.92 | 3.00 | $174,887.70 | - | MERIT | 3-Mar-23 |
| Commissioners Court | Asst to General Counsel II.0717.001100. | 12203 | $151,136.96 | $4,534.14 | 3.00 | $155,671.10 | - | MERIT | 3-Mar-23 |
| County Attorney | CA Legal Asst I.0021.001100. | 16107 | $43,263.36 | $1,730.54 | 4.00 | $44,993.89 | - | MERIT | 3-Mar-23 |
| District Clerk | Deputy District Clerk.0755.001100. | 16291 | $40,297.69 | $2,014.88 | 5.00 | $42,312.57 | - | MERIT | 3-Mar-23 |
| Emergency Medical Services | EMS Paramedic.1984.001100. | 15967 | $44,488.08 | $1,223.41 | 2.75 | $45,711.49 | - | MERIT | 3-Mar-23 |
| Emergency Medical Services | EMS Paramedic.1983.001100. | 15966 | $44,488.08 | $1,334.65 | 3.00 | $45,822.73 | - | MERIT | 3-Mar-23 |
| Wilco Pretrial Services | Court Services Specialist.0181.001100. | 16050 | $41,496.00 | $2,074.80 | 5.00 | $43,570.80 | - | MERIT | 3-Mar-23 |

| | | | | (TO) | (FROM) | |
|---|---|---|---|---|---|---|
| entity | fund | dept | object | dr | cr | |
| 01 | 0545 | 0545 | 001100 | 1,934.59 | | |
| 01 | 0545 | 0545 | 001130 | | 1,934.59 | |
| 01 | 0100 | 0401 | 001100 | 9,628.06 | | |
| 01 | 0100 | 0401 | 002010 | 736.55 | | |
| 01 | 0100 | 0401 | 002020 | 1,496.20 | | |
| 01 | 0100 | 8001 | 001130 | | 9,628.06 | |
| 01 | 0100 | 8001 | 002010 | | 736.55 | |
| 01 | 0100 | 8001 | 002020 | | 1,496.20 | |
| 01 | 0100 | 0475 | 001100 | 1,730.54 | | |
| 01 | 0100 | 0475 | 001130 | | 1,730.54 | |
| 01 | 0100 | 0450 | 001100 | 2,014.88 | | |
| 01 | 0100 | 0450 | 001130 | | 2,014.88 | |
| 01 | 0100 | 0540 | 001100 | 2,558.06 | | |
| 01 | 0100 | 0540 | 002010 | 195.69 | | |
| 01 | 0100 | 0540 | 002020 | 397.52 | | |
| 01 | 0100 | 8004 | 001130 | | 2,558.06 | |
| 01 | 0100 | 8004 | 002010 | | 195.69 | |
| 01 | 0100 | 8004 | 002020 | | 397.52 | |
| 01 | 0100 | 0591 | 001100 | 2,074.80 | | |
| 01 | 0100 | 0591 | 001130 | | 2,074.80 | |
| 01 | 0100 | 0409 | 004999 | 514.63 | | reversal of BL stipend PCN 0219. Correction to dept |
| 01 | 0100 | 0570 | 001914 | | 417.75 | |
| 01 | 0100 | 0570 | 002010 | | 31.96 | |
| 01 | 0100 | 0570 | 002020 | | 64.92 | |
| 01 | 0100 | 8004 | 001130 | 1,718.75 | | reversal of merit PCN 0143 - term before payout |
| 01 | 0100 | 8004 | 002010 | 131.48 | | |
| 01 | 0100 | 8004 | 002020 | 267.09 | | |
| 01 | 0100 | 0581 | 001100 | | 1,718.75 | |
| 01 | 0100 | 0581 | 002010 | | 131.48 | |
| 01 | 0100 | 0581 | 002020 | | 267.09 | |

| Department Number and Name | PCN | EE ID | Current Annual Salary | *New Annual Salary | Current Position Budget Amount | *New Position Budget Amount | Reduction to Position Budget | Increase to Position Budget | Change notes | Earliest Oracle Effective Date |
|---|---|---|---|---|---|---|---|---|---|---|
| 0450-District Clerk | 0735 | 12100 | $65,566.96 | $65,566.96 | $79,675.47 | $73,905.38 | $5,770.09 | N/A | Reallocation of position budget to award retention per 2/14/2023 CC item #29 . Surplus salary from PCN 0735 to PCN 0733. | 3/3/2023 |
| 0450-District Clerk | 0733 | 10751 | $57,697.62 | $63,467.71 | $57,697.62 | $63,467.71 | n/a | $5,770.09 | Reallocation of position budget to award retention per 2/14/2023 CC item #29 . Surplus salary from PCN 0735 to PCN 0733. | 3/3/2023 |
| 0450-District Clerk | 0735 | 12100 | $65,566.96 | $65,566.96 | $73,905.38 | $65,566.96 | 8,338.42 | N/A | Reallocation of position budget to facilitate internal or external hire as allowed by policy. Surplus salary from PCN 735 to 1800 | 3/3/2023 |
| 0450-District Clerk | 1800 | Vacant | N/A | N/A | $40,873.48 | $49,211.90 | N/A | 8,338.42 | Reallocation of position budget to facilitate internal or external hire as allowed by policy. Surplus salary from PCN 735 to 1800 | 3/3/2023 |
| 0576- Juvenile Services | 1089 | 01211 | $90,889.76 | $90,889.76 | $94,935.46 | $91,885.69 | $3,049.77 | N/A | Reallocation of position budget to facilitate external hire as allowed by policy. Surplus salary from PCN 1089 to PCN 1077 | 3/3/2023 |
| 0576- Juvenile Services | 1077 | Vacant | N/A | N/A | $41,091.93 | $44,141.70 | N/A | $3,049.77 | Reallocation of position budget to facilitate external hire as allowed by policy. Surplus salary from PCN 1089 to PCN 1077 | 3/3/2023 |

| Department Number and Name | PCN | EE ID | Current Annual Salary | *New Annual Salary | Current Position Budget Amount | *New Position Budget Amount | Reduction to Position Budget | Increase to Position Budget | Change notes | Earliest Oracle Effective Date |
|---|---|---|---|---|---|---|---|---|---|---|
| 0576- Juvenile Services | 1089 | 01211 | $90,889.76 | $90,889.76 | $91,885.69 | $90,889.76 | $995.93 | N/A | Reallocation of position budget to facilitate external hire as allowed by policy. Surplus salary from PCN 1089, 1096, 1076 to PCN 1075 | 3/3/2023 |
| 0576- Juvenile Services | 1096 | 15997 | $46,360.39 | $46,360.39 | $47,751.22 | $46,360.39 | $1,390.83 | N/A | Reallocation of position budget to facilitate external hire as allowed by policy. Surplus salary from PCN 1089, 1096, 1076 to PCN 1075 | 3/3/2023 |
| 0576- Juvenile Services | 1076 | 16417 | $44,141.70 | $44,141.70 | $45,907.37 | $45,244.36 | $663.01 | N/A | Reallocation of position budget to facilitate external hire as allowed by policy. Surplus salary from PCN 1089, 1096, 1076 to PCN 1075 | 3/3/2023 |
| 0576- Juvenile Services | 1075 | Vacant | N/A | N/A | $41,091.93 | $44,141.70 | N/A | $3,049.77 | Reallocation of position budget to facilitate external hire as allowed by policy. Surplus salary from PCN 1089, 1096, 1076 to PCN 1075 | 3/3/2023 |
| 0576- Juvenile Services | 1022 | 14489 | $59,353.32 | $59,353.32 | $60,020.47 | $59,353.32 | $667.15 | N/A | Reallocation of position budget to facilitate external hire as allowed by policy. Surplus salary from PCN 1022, 1024 to PCN 1151 | 3/3/2023 |
| 0576- Juvenile Services | 1024 | 15458 | $50,593.92 | $50,593.92 | $51,085.12 | $50,752.27 | $332.85 | N/A | Reallocation of position budget to facilitate external hire as allowed by policy. Surplus salary from PCN 1022, 1024 to PCN 1151 | 3/3/2023 |

| Department Number and Name | PCN | EE ID | Current Annual Salary | *New Annual Salary | Current Position Budget Amount | *New Position Budget Amount | Reduction to Position Budget | Increase to Position Budget | Change notes | Earliest Oracle Effective Date |
|---|---|---|---|---|---|---|---|---|---|---|
| 0576- Juvenile Services | 1151 | Vacant | N/A | N/A | $53,870.38 | $54,870.38 | N/A | $1,000.00 | Reallocation of position budget to facilitate external hire as allowed by policy. Surplus salary from PCN 1022, 1024 to PCN 1151 | 3/3/2023 |
| 0576- Juvenile Services | 1040 | 13885 | $69,216.16 | $69,216.16 | $73,646.54 | $69,216.16 | $4,430.38 | N/A | Reallocation of position budget to facilitate external hire as allowed by policy. Surplus salary from PCN 1040, 1616 to PCN 1067 | 3/3/2023 |
| 0576- Juvenile Services | 1616 | 14490 | $70,983.38 | $70,983.38 | $72,354.37 | $71,575.00 | $779.37 | N/A | Reallocation of position budget to facilitate external hire as allowed by policy. Surplus salary from PCN 1040, 1616 to PCN 1067 | 3/3/2023 |
| 0576- Juvenile Services | 1067 | Vacant | N/A | N/A | $54,199.21 | $59,408.96 | N/A | $5,209.75 | Reclass. Title and Grade change from Juvenile Supervision Officer B.19 to Senior Facility Supervisor B.26. Reallocation of position budget due to facilitate reclass as allowed by policy. Surplus salary from PCNs 1040 & 1616 to PCN 1067 | 3/3/2023 |
| 0401 - Commissioners Court | 0719 | 16355 | $107,958.24 | $107,958.24 | $109,854.65 | $107,958.24 | $1,896.41 | | Reallocation of position budget to facilitate external hire as allowed by policy. Surplus salary from PCN 0719 to 2018 | 3/3/2023 |
| 0401 - Commissioners Court | 2018 | Vacant | N/A | N/A | $106,061.84 | $107,958.25 | N/A | $1,896.41 | Reallocation of position budget to facilitate external hire as allowed by policy. Surplus salary from PCN 0719 to 2018 | 3/3/2023 |

| Department Number and Name | PCN | EE ID | Current Annual Salary | *New Annual Salary | Current Position Budget Amount | *New Position Budget Amount | Reduction to Position Budget | Increase to Position Budget | Change notes | Earliest Oracle Effective Date |
|---|---|---|---|---|---|---|---|---|---|---|
| 0499 - Tax Office | 1440 | Vacant | N/A | N/A | $46,036.16 | $40,809.16 | $5,227.00 | N/A | Reallocation of position budget to facilitate hire as allowed by policy. Surplus salary from PCNs 1440, 1487 to 1468 | 3/3/2023 |
| 0499 - Tax Office | 1487 | Vacant | N/A | N/A | $46,406.34 | $41,179.34 | $5,227.00 | N/A | Reallocation of position budget to facilitate hire as allowed by policy. Surplus salary from PCNs 1440, 1487 to 1468 | 3/3/2023 |
| 0499 - Tax Office | 1468 | Vacant | N/A | N/A | $42,852.22 | $53,306.22 | N/A | $10,454.00 | Reallocation of position budget to facilitate hire as allowed by policy. Surplus salary from PCNs 1440, 1487 to 1468 | 3/3/2023 |
| 0882-Fleet Services | 1188 | 13807 | $53,597.88 | $53,597.88 | $55,202.70 | $53,597.88 | $1,604.82 | N/A | Reallocation of position budget to facilitate hire as allowed by policy. Surplus salary from PCN 1188 to 0923 | 3/3/2023 |
| 0882-Fleet Services | 0923 | Vacant | N/A | N/A | $52,114.34 | $53,719.16 | N/A | $1,604.82 | Reallocation of position budget to facilitate hire as allowed by policy. Surplus salary from PCN 1188 to 0923 | 3/3/2023 |
| 0552-Const 2 | 0287 | Vacant | N/A | N/A | $55,758.44 | $54,627.36 | $1,131.08 | N/A | Reallocation of position budget to accomodate lateral move as allowed by policy. Surplus salary funds from PCN 0287 to 0275 | 3/31/2023 |
| 0552-Const 2 | 0275 | 12830 | $43,010.61 | $44,141.69 | $43,010.61 | $44,141.69 | N/A | $1,131.08 | Reallocation of position budget to accomodate lateral move as allowed by policy. Surplus salary funds from PCN 0287 to 0275 | 3/31/2023 |

| Department Number and Name | PCN | EE ID | Current Annual Salary | *New Annual Salary | Current Position Budget Amount | *New Position Budget Amount | Reduction to Position Budget | Increase to Position Budget | Change notes | Earliest Oracle Effective Date |
|---|---|---|---|---|---|---|---|---|---|---|
| 0495-Auditor's Office | 0648 | 12969 | $67,401.71 | $74,141.88 | $67,401.69 | $74,141.88 | N/A | $6,740.19 | Reclass: Title, Grade, and salary change. From Payroll Specialist (B.24) to Payroll Lead (B.26) to address changing needs of department. Surplus salary from PCN 0640 to PCN 0648. | 3/3/2023 |
| 0495-Auditor's Office | 0640 | 16425 | $107,999.84 | $107,999.84 | $125,104.98 | $118,364.79 | $6,740.19 | N/A | Reallocation of position budget to facilitate reclass as allowed by policy. Surplus salary from PCN 0640 to PCN 0648. | 3/3/2023 |
| 0495-Auditor's Office | 1750 | 13318 | $55,031.85 | $60,535.04 | $55,031.85 | $60,535.04 | N/A | $5,503.19 | Reclass: Title, Grade, and salary change. From Accounts Payable Auditor (B.23) to Accounts Payable Lead (B.25) to address changing needs of department. Surplus salary from PCN 0641 to PCN 1750. | 3/3/2023 |
| 0495-Auditor's Office | 0641 | 05081 | $137,615.40 | N/A | $145,054.73 | $139,551.54 | $5,503.19 | N/A | Reallocation of position budget to facilitate reclass as allowed by policy. Surplus salary from PCN 0641 to PCN 1750. | 3/3/2023 |
| 0570-Corrections | 0315 | Vacant | N/A | N/A | $45,691.35 | $38,878.07 | $6,813.28 | N/A | Reclass: Title and Grade Change from Administrative Specialist B.17 to Financial Assistant I B.19. Reallocation of position budget to facilitate reclass as allowed by policy. Surplus salary from PCN 0315 to PCNs 0317, 0326, 0330, 0314 | 3/3/2023 |

| Department Number and Name | PCN | EE ID | Current Annual Salary | *New Annual Salary | Current Position Budget Amount | *New Position Budget Amount | Reduction to Position Budget | Increase to Position Budget | Change notes | Earliest Oracle Effective Date |
|---|---|---|---|---|---|---|---|---|---|---|
| 0570-Corrections | 0317 | 11947 | $44,171.88 | $45,497.04 | $44,171.87 | $45,497.04 | N/A | $1,325.16 | Reclass: Title, Grade and Pay Change from Administrative Specialist B.17 to Coordinator B.21. Reallocation of position budget to facilitate reclass as allowed by policy. Surplus salary from PCN 0315 to PCNs 0317, 0326, 0330, 0314 | 3/3/2023 |
| 0570-Corrections | 0326 | 11772 | $46,332.33 | $47,722.30 | $46,332.34 | $47,722.30 | N/A | $1,389.97 | Reclass: Title, Grade and Pay Change from Administrative Specialist B.17 to Sr Administrative Spec B.18. Reallocation of position budget to facilitate reclass as allowed by policy. Surplus salary from PCN 0315 to PCNs 0317, 0326, 0330, 0314 | 3/3/2023 |
| 0570-Corrections | 0330 | 05729 | $46,835.01 | $48,240.06 | $46,835.79 | $48,240.06 | N/A | $1,405.05 | Reclass: Title, Grade and Pay Change from Administrative Specialist B.17 to Financial Assistant I B.19. Reallocation of position budget to facilitate reclass as allowed by policy. Surplus salary from PCN 0315 to PCNs 0317, 0326, 0330, 0314 | 3/3/2023 |

| Department Number and Name | PCN | EE ID | Current Annual Salary | *New Annual Salary | Current Position Budget Amount | *New Position Budget Amount | Reduction to Position Budget | Increase to Position Budget | Change notes | Earliest Oracle Effective Date |
|---|---|---|---|---|---|---|---|---|---|---|
| 0570-Corrections | 0314 | 16039 | $37,620.32 | $40,313.42 | $37,620.30 | $40,313.42 | N/A | $2,693.10 | Reclass: Title, Grade and Pay Change from Sr Administrative Specialist B.18 to Financial Assistant II B.20. Reallocation of position budget to facilitate reclass as allowed by policy. Surplus salary from PCN 0315 to PCNs 0317, 0326, 0330, 0314 | 3/3/2023 |
| 0570-Corrections | 0335 | Vacant | N/A | N/A | $48,567.15 | $44,273.68 | $4,293.47 | N/A | Reallocation of position budget to facilitate reclass as allowed by policy. Surplus salary from PCN 0335 to PCNs 0590, 0586 | 3/3/2023 |
| 0570-Corrections | 0590 | Vacant | N/A | N/A | $37,620.30 | $40,313.40 | N/A | $2,693.10 | Reclass: Title, Grade and Pay Change from Sr Administrative Specialist B.18 to Financial Assistant II B.20. Reallocation of position budget to facilitate reclass as allowed by policy. Surplus salary from PCN 0335 to PCNs 0590, 0586 | 3/3/2023 |
| 0570-Corrections | 0586 | 12681 | $53,345.74 | $54,946.11 | $53,345.75 | $54,946.11 | N/A | $1,600.37 | Reclass: Title, Grade and Pay Change from Coordinator B.21 to Sr Financial Assistant B.23. Reallocation of position budget to facilitate reclass as allowed by policy. Surplus salary from PCN 0335 to PCNs 0590, 0586 | 3/3/2023 |

*Amount may vary slightly due to Oracle rounding

**Commissioners Court - Regular Session** **5.**

**Meeting Date:** 02/28/2023

Property Tax Collections – January 2023

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

**Department:** County Tax Assessor Collector

**Agenda Category:** Consent

## Information

**Agenda Item**

Discuss, consider, and take appropriate action on approving property tax collections for the month of January 2023 for the Williamson County Tax Assessor/Collector.

**Background**

## Fiscal Impact

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

## Attachments

010123-013123 GWI-RFM

010123-013123 GWI-RFM graph

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Becky Pruitt | 02/15/2023 09:57 AM |
| Form Started By: Renee Clark | | Started On: 02/15/2023 09:21 AM |
| Final Approval Date: 02/15/2023 | | |

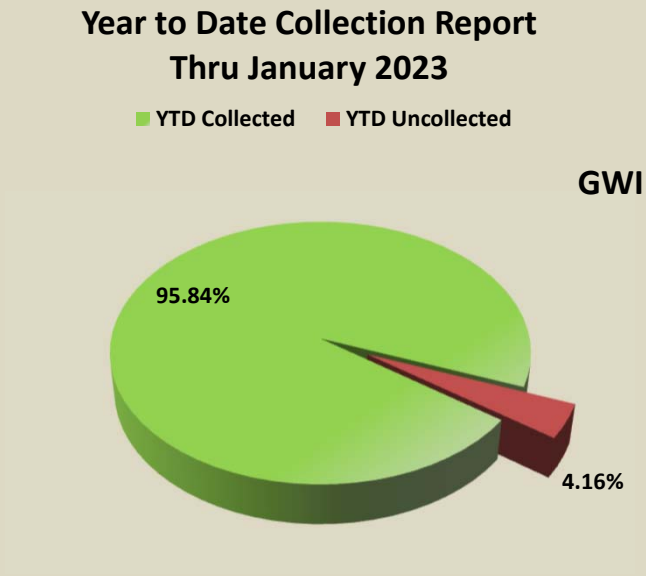
# YEAR TO DATE - COLLECTION REPORT
## Williamson County - GWI/RFM Property Taxes
## January 31, 2023

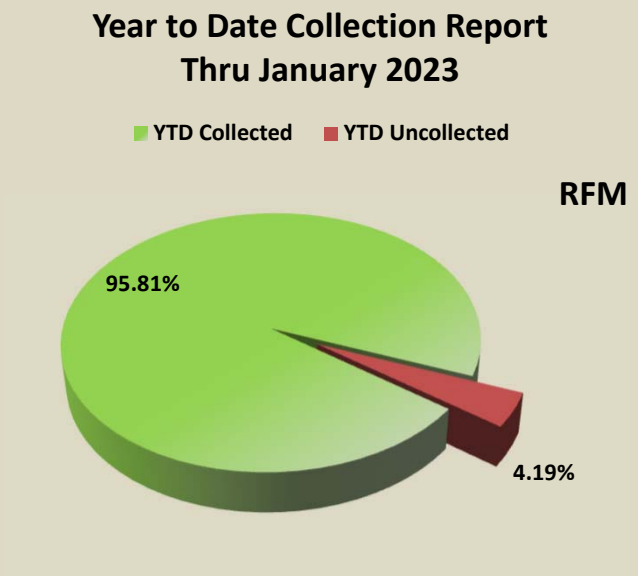
| Williamson County General Fund | Tax Roll | Adjustments | Adjusted Tax Roll | Current Tax Collected | Penalty & Interest Collected | Variance | Uncollected Balance | YTD Collected | YTD Percent Collected | YTD Percent Collected w/P & I | YTD Percent Collected w/P & I & Prior Years |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 2022 | $364,401,981.82 | ($708,658.92) | $363,693,322.90 | $130,215,446.24 | ($5.88) | ($19.82) | $15,129,830.17 | $348,563,492.73 | 95.84% | 95.84% | 96.17% |
| 2021 & Prior | $2,757,006.07 | ($541,143.31) | $2,215,862.76 | ($322,533.96) | $19,761.05 | $451.74 | $2,404,661.85 | ($188,799.09) | -8.52% | -5.01% | |
| Rollbacks | $1,546,478.67 | $165,854.59 | $1,712,333.26 | $635,162.85 | $0.00 | $0.00 | $393,254.14 | $1,319,079.12 | 77.03% | 77.03% | |
| Total All | $368,705,466.56 | ($1,083,947.64) | $367,621,518.92 | $130,528,075.13 | $19,755.17 | $431.92 | $17,927,746.16 | $349,693,772.76 | 95.12% | 95.14% | |

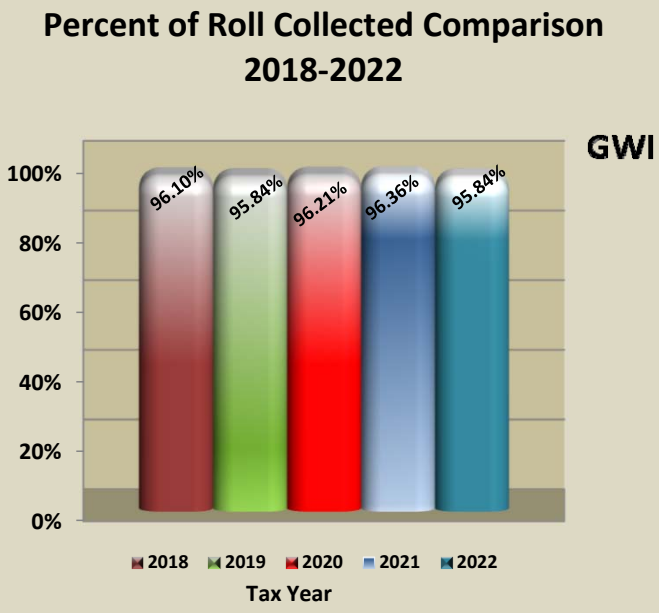
| Williamson County RFM | Tax Roll | Adjustments | Adjusted Tax Roll | Current Tax Collected | Penalty & Interest Collected | Variance | Uncollected Balance | YTD Collected | YTD Percent Collected | YTD Percent Collected w/P & I | YTD Percent Collected w/P & I & Prior Years |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 2022 | $41,753,188.87 | ($51,417.34) | $41,701,771.53 | $14,715,046.17 | ($0.65) | ($2.62) | $1,748,909.05 | $39,952,862.48 | 95.81% | 95.81% | 96.10% |
| 2021 & Prior | $257,573.51 | ($48,838.88) | $208,734.63 | ($30,181.95) | $1,981.09 | $44.12 | $222,249.80 | ($13,515.17) | -6.47% | -2.78% | |
| Rollbacks | $148,096.37 | $16,219.50 | $164,315.87 | $61,205.74 | $0.00 | $0.00 | $37,791.88 | $126,523.99 | 77.00% | 77.00% | |
| Total All | $42,158,858.75 | ($84,036.72) | $42,074,822.03 | $14,746,069.96 | $1,980.44 | $41.50 | $2,008,950.73 | $40,065,871.30 | 95.23% | 95.24% | |

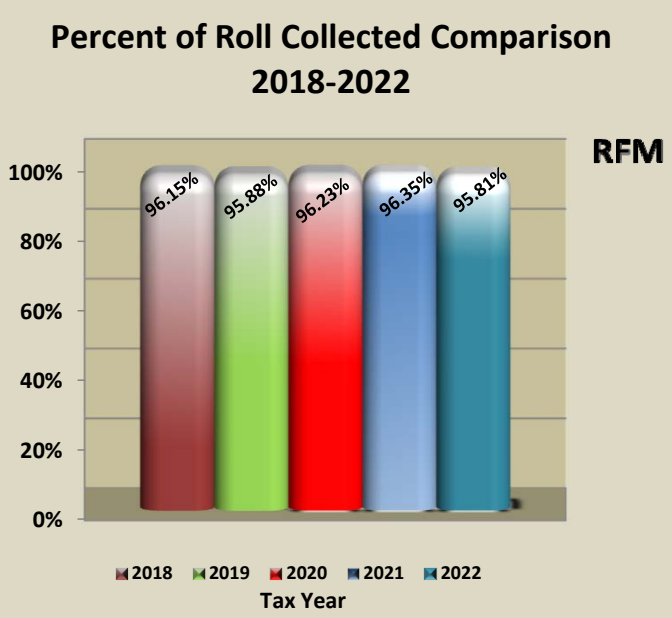
2022 COMBINED MONTHLY BREAKDOWN

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| Oct-22 | $410,864,325.31 | $47,641.67 | $410,911,966.98 | $9,167,294.87 | $23,265.66 | $54.78 | $401,744,617.33 | $9,167,349.65 |
| Nov-22 | $410,911,966.98 | ($235,128.28) | $410,676,838.70 | $17,842,103.44 | $21,026.41 | $2,612.93 | $383,664,772.68 | $27,012,066.02 |
| Dec-22 | $410,676,838.70 | ($310,204.24) | $410,366,634.46 | $217,472,967.79 | $19,518.63 | ($8.26) | $165,881,608.91 | $244,485,025.55 |
| Jan-23 | $410,366,634.46 | ($6,050,897.97) | $404,315,736.49 | $145,274,145.09 | $21,735.61 | $473.42 | $19,936,696.89 | $389,759,644.06 |


Year to Date Collection Report
Thru January 2023
YTD Collected
YTD Uncollected
GWI
95.84%
4.16%


Year to Date Collection Report
Thru January 2023
YTD Collected
YTD Uncollected
RFM
95.81%
4.19%


Percent of Roll Collected Comparison
2018-2022
GWI
100%
80%
60%
40%
20%
0%
96.10%
95.84%
96.21%
96.36%
95.84%
2018
2019
2020
2021
2022
Tax Year


Percent of Roll Collected Comparison
2018-2022
RFM
100%
80%
60%
40%
20%
0%
96.15%
95.88%
96.23%
96.35%
95.81%
2018
2019
2020
2021
2022
Tax Year

**Commissioners Court - Regular Session** **6.**

**Meeting Date:** 02/28/2023

Vehicle Status Change Assets for Auction 2.28.23

**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 Auction including One (1) 2016 Chevrolet Tahoe Vin #1295, pursuant to Texas Local Government Code 263.152.

### Background

Please see the attached list for details.

## Fiscal Impact

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

## Attachments

VSC Assets for Auction 2.28.23

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing (Originator) | Joy Simonton | 02/23/2023 05:09 AM |
| County Judge Exec Asst. | Becky Pruitt | 02/23/2023 07:54 AM |
| Form Started By: Mary Watson | | Started On: 02/14/2023 08:53 AM |
| Final Approval Date: 02/23/2023 | | |

| | |
|---|---|
| County VIN/Serial Number | 1GNLCDEC9GR301295 |
| Make | CHEVROLET |
| License Plate | HSR8012 |
| Year | 2016 |
| Model | TAHOE |
| Reason for Status Change | NOT MECHANICALLY SOUND |
| Receiving Department Authorized Signer | |
| Receiving Department Contact Phone Number | |
| Department Authorized Signer | James David |
| Equipment/Door Number | SB1653 |
| Method of Status change: This vehicle is to be considered for: (select one) | Sale at the earliest auction |
| Fleet Comments | Faulty transmission |
| Comments (mileage, mechanical issues, other info) | 116k miles, transmission is bad - cost too much for repairs. |
| Title Approved for (Audit) | No change needed; current title is still valid |
| Enter Agenda Date: | 2/28/2023 |
| VSC Review | |
| Department | 560 - Sheriffs Office |
| Receiving Department | |
| Short VIN | 1295 |
| HideFromDelve | Yes |
| Does vehicle have a toll TAG? | No |
| Toll TAG Registration Number | |
| Toll TAG Destroyed | No |
| Title Change Determination: This vehicle is to be considered for | No change needed; current title is still valid |
| Workflow Admin Notes | |
| The listed vehicle was involved in an accident. No pending litigation has been confirmed. | |
| Approval Process Notes | |
| Workflow Stage | Approvals Complete |
| Court Disposition | |
| Court Disposition Comments | |
| Auditor's Process Completed | Yes |
| Fleet Process Completed | Yes |
| Risk Process Completed | Yes |
| Purchasing Process Completed | Yes |

| | |
|---|---|
| Workflow Process Notes | |
| 2021 VSC Workflow | |
| Budget Process Completed | No |
| The listed vehicle was in an accident and no pending litigation has been confirmed | Confirmed |
| Elected Official/Dept Head/ Authorized Staff Digital Signature | ✔ James David 2/9/2023 11:52 AM |
| Receiving Department Signature | ✘ |
| Budget Office Signature Acknowledgement | ✘ |
| Authorized Fleet Staff Digital Signature | ✔ Kevin Teller 2/13/2023 7:05 AM |
| Authorizing Risk Employee Signature | ✔ Logan Smith 2/13/2023 7:41 AM |
| Auditor's Authorized Employee Signature | ✔ Nancy Schiller 2/13/2023 3:31 PM |
| Purchasing Department Signature | ✔ Mary Watson 2/13/2023 3:55 PM |
| DeparAuthSignedCalculated | No |
| ReceivingDeptauthsigcalculated | EMPTY |
| ID | 4 |
| Version | 10.0 |
| Attachments | False |
| Created | 2/9/2023 11:50 AM |
| Created By | Mark Stevens |
| Modified | 2/13/2023 3:55 PM |
| Modified By | Mary Watson |

**Commissioners Court - Regular Session** **7.**

**Meeting Date:** 02/28/2023

Cancel Commissioners Court on March 14,2023

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

**Department:** Commissioner Pct. #1

**Agenda Category:** Consent

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**Information**

**Agenda Item**

Discuss, consider, and take appropriate action on canceling Commissioners Court on Tuesday, March 14, 2023.

**Background**

Generally, Commissioners Court has not been held during the week of Spring Break. Going back to 2011, Court was held during Spring Break only 2 years, 2020 and 2021. The week of March 12, 2023 has been designated as spring break by all school districts in the county.

---

**Fiscal Impact**

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

**Attachments**

*No file(s) attached.*

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Becky Pruitt | 02/15/2023 09:56 AM |
| Form Started By: Garry Brown | | Started On: 02/14/2023 12:10 PM |
| Final Approval Date: 02/15/2023 | | |

**Commissioners Court - Regular Session** **8.**

**Meeting Date:** 02/28/2023

County Attorney December 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 December 2022 Monthly Report in compliance with Code of Criminal Procedure 103.005.

**Background**

## Fiscal Impact

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

## Attachments

December report

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Becky Pruitt | 02/15/2023 09:53 AM |
| Form Started By: Stephanie Lloyd | | Started On: 02/09/2023 02:53 PM |
| Final Approval Date: 02/15/2023 | | |

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 December, 2022.

Dee Hobbs

DEE HOBBS
COUNTY ATTORNEY

On this 9th day of February, 2023, to certify which witness my hand and seal of office.

Stephanie J Lloyd

NOTARY PUBLIC
In and for the State of Texas

NOTARY PUBLIC STATE OF TEXAS
STEPHANIE J. LLOYD
My Notary ID # 134027569
Expires October 21, 2026

# CA - AR Receipts

| GL Revenue Object | GL Revenue Fund | Receipt Source | Receipt Date | Receipt Number | Receipt Comment | Receipt Amount |
|---|---|---|---|---|---|---|
| 207015 | 0100 | CO ATTY | 07-Dec-2022 | 32197 | 2021-1536 | $ 60.00 |
| | | | 09-Dec-2022 | 32209 | 2020-1851 2021-3435 | $ 120.00 |
| | | | 14-Dec-2022 | 32222 | 2021-3302 2022-0545 | $ 120.00 |
| | | | 15-Dec-2022 | 32226 | 2019-5791 2022-0451 2022-1440 | $ 620.00 |
| | | | 22-Dec-2022 | 32257 | 2019-4359 2019-6681 2021-1612 2021-1793 2022-2873 | $ 848.85 |
| | | CO ATTY 2 | 29-Dec-2022 | 32279 | 2021-0179 2022-1421 2022-3854 | $ 3,650.00 |
| **207015 Total** | | | | | | **$ 5,418.85** |
| 351000 | 0364 | CO ATTY INTERVENTION | 07-Dec-2022 | 32197 | 2021-0946 2021-3302 2021-3633 2022-0710 | $ 1,720.00 |
| | | | 09-Dec-2022 | 32209 | 2020-1851 2021-3132 2021-3175 2022-0545 2022-0572 2022-1038 | $ 3,000.00 |
| | | | 13-Dec-2022 | 32218 | 2021-0132 2021-3576 | $ 1,000.00 |
| | | | 15-Dec-2022 | 32226 | 2019-6681 2020-1320 2021-3027 2021-3435 2021-4147 2022-0954 2022-1117 | $ 3,360.00 |
| | | | 19-Dec-2022 | 32238 | 2019-5791 2021-3442 2022-0023 2022-0110 2022-0745 2022-1302 2022-1381 2022-2873 | $ 3,300.00 |
| | | | 22-Dec-2022 | 32257 | 2021-0802 2021-1549 2021-1938 2022-0474 2022-1213 2022-2191 | $ 2,860.00 |
| | | | 29-Dec-2022 | 32279 | 2021-1457 2021-1960 2021-2609 2022-0268 2022-0364 2022-1527 | $ 2,580.00 |
| | | CO ATTY INTERVENTION 1 | 05-Dec-2022 | 32176 | 2021-0332 2021-1536 2021-2720 2022-0782 2022-1290 2022-1490 | $ 2,720.00 |
| | | CO ATTY INTERVENTION 2 | 05-Dec-2022 | 32176 | 2019-1930 2021-3561 | $ 860.00 |
| **351000 Total** | | | | | | **$ 21,400.00** |
| 352200 | 0100 | CO ATTY | 06-Dec-2022 | 32184 | 22-0583-CC3 22-0347-CC3 22-0322-CC3 22-0551-CC3 | $ 10,250.00 |
| | | CO ATTY 1 | 29-Dec-2022 | 32279 | 22-0489-CC3 22-0591-CC3 22-0897-CC2 | $ 6,000.00 |
| **352200 Total** | | | | | | **$ 16,250.00** |
| 370500 | 0100 | CO ATTY | 20-Dec-2022 | 32242 | REFUND FROM 2019 MIS-APPLIED PAYMENT A# 2902-2265-6 INV# 6-764-11124 | $ 6.51 |
| **370500 Total** | | | | | | **$ 6.51** |
| **Grand Total** | | | | | | **$ 43,075.36** |

Criminal Restitution December 2022

| Date | Payor | Amount | Case # | Deposit Date |
|---|---|---|---|---|
| 12/1/2022 | Ryan Glenn Curry | $ 60.00 | 2021-1536 | 12/6/2022 |
| | | **$ 60.00** | | |
| Date | Payor | Amount | Case # | Deposit Date |
| 12/7/2022 | Mandelynn Rayne Palyola | $ 60.00 | 2020-1851 | 12/8/2022 |
| 12/6/2022 | George Travis Hardy | $ 60.00 | 2021-3435 | 12/8/2022 |
| | | **$ 120.00** | | |
| Date | Payor | Amount | Case # | Deposit Date |
| 12/12/2022 | Cassidy Constance Ramirez | $ 60.00 | 2021-3302 | 12/13/2022 |
| 12/8/2022 | Kendrel D Dickerson | $ 60.00 | 2022-0545 | 12/13/2022 |
| | | **$ 120.00** | | |
| Date | Payor | Amount | Case # | Deposit Date |
| 12/14/2022 | Wesley McCamy | $ 60.00 | 2019-5791 | 12/15/2022 |
| 12/13/2022 | James Cole McFarland | $ 60.00 | 2022-0451 | 12/15/2022 |
| 12/13/2022 | James Robert Berndt, II | $ 500.00 | 2022-1440 | 12/15/2022 |
| | | **$ 620.00** | | |
| Date | Payor | Amount | Case # | Deposit Date |
| 12/15/2022 | Carrie Kirchner | $ 300.00 | 2019-4359 | 12/20/2022 |
| 12/16/2022 | Shelby Sova | $ 60.00 | 2019-6681 | 12/20/2022 |
| 12/16/2022 | Erin Marie Terry | $ 296.06 | 2021-1612 | 12/20/2022 |
| 12/16/2022 | Mathew Stephen Calhoun | $ 132.79 | 2021-1793 | 12/20/2022 |
| 12/15/2022 | Catherine Lynn Sanchez | $ 60.00 | 2022-2873 | 12/20/2022 |
| | | **$ 848.85** | | |
| Date | Payor | Amount | Case # | Deposit Date |
| 12/20/2022 | Jairo Groves | $ 500.00 | 2021-0179 | 12/22/2022 |
| 12/21/2022 | Kevin Earl Demps, Jr | $ 150.00 | 2022-1421 | 12/22/2022 |
| 12/20/2022 | Ibrahim Dalmodu Swaray Conteh | $ 3,000.00 | 2022-3854 | 12/22/2022 |
| | | **$ 3,650.00** | | |

PTI Fees December 2022

| date | payor | amount | control # | deposit date |
|---|---|---|---|---|
| 12/1/2022 | Michael Curtis Keck | $ 360.00 | 2021-0332 | 12/2/2022 |
| 11/30/2022 | Ryan Glenn Curry | $ 500.00 | 2021-1536 | 12/2/2022 |
| 12/1/2022 | Jillian Janice Gregory | $ 360.00 | 2021-2720 | 12/2/2022 |
| 12/1/2022 | Mary Jane Calizo | $ 500.00 | 2022-0782 | 12/2/2022 |
| 11/30/2022 | Brandon C Bond | $ 500.00 | 2022-1290 | 12/2/2022 |
| 11/30/2022 | Jeremy Pacheco | $ 500.00 | 2022-1490 | 12/2/2022 |
| | | **$ 2,720.00** | | |
| **date** | **payor** | **amount** | **control #** | **deposit date** |
| 12/2/2022 | Jacob Garrell Longoria | $ 500.00 | 2019-1930 | 12/5/2022 |
| 12/2/2022 | Julia M Cruz | $ 360.00 | 2021-3561 | 12/5/2022 |
| | | **$ 860.00** | | |
| **date** | **payor** | **amount** | **control #** | **deposit date** |
| 12/6/2022 | Leo Seto Jr | $ 360.00 | 2021-0946 | 12/7/2022 |
| 12/5/2022 | Cassidy Constance Ramirez | $ 500.00 | 2021-3302 | 12/7/2022 |
| 12/5/2022 | Hynetha Robinson Cline | $ 360.00 | 2021-3633 | 12/7/2022 |
| 12/6/2022 | Kylie Lyn Nothnagel | $ 500.00 | 2022-0710 | 12/7/2022 |
| | | **$ 1,720.00** | | |
| **date** | **payor** | **amount** | **control #** | **deposit date** |
| 12/8/2022 | Mandelynn Rayne Palyola | $ 500.00 | 2020-1851 | 12/9/2022 |
| 12/7/2022 | Reid Benton Lineberger | $ 500.00 | 2021-3132 | 12/9/2022 |
| 12/7/2022 | Jose Luis Campos-Velazco | $ 500.00 | 2021-3175 | 12/9/2022 |
| 12/8/2022 | Kendrel D Dickerson | $ 500.00 | 2022-0545 | 12/9/2022 |
| 12/8/2022 | Randy Aaron Kelpen | $ 500.00 | 2022-0572 | 12/9/2022 |
| 12/8/2022 | Deba Jean Deaville | $ 500.00 | 2022-1038 | 12/9/2022 |
| | | **$ 3,000.00** | | |
| **date** | **payor** | **amount** | **control #** | **deposit date** |
| 12/9/2022 | Christopher Lee Seals | $ 500.00 | 2021-0132 | 12/12/2022 |
| 12/9/2022 | Jose Angel Luna Gonzalez | $ 500.00 | 2021-3576 | 12/12/2022 |
| | | **$ 1,000.00** | | |
| **date** | **payor** | **amount** | **control #** | **deposit date** |
| 12/13/2022 | Shelby Sova | $ 360.00 | 2019-6681 | 12/14/2022 |
| 12/12/2022 | Christopher Franklin Thomas | $ 500.00 | 2020-1320 | 12/14/2022 |
| 12/12/2022 | Jade Rodriguez | $ 500.00 | 2021-3027 | 12/14/2022 |
| 12/13/2022 | George Travis Hardy | $ 500.00 | 2021-3435 | 12/14/2022 |
| 12/12/2022 | Catalina Perez | $ 500.00 | 2021-4147 | 12/14/2022 |
| 12/13/2022 | Erik Acuna | $ 500.00 | 2022-0954 | 12/14/2022 |
| 12/13/2022 | Abelina Esquivel Gamboa | $ 500.00 | 2022-1117 | 12/14/2022 |
| | | **$ 3,360.00** | | |
| **date** | **payor** | **amount** | **control #** | **deposit date** |
| 12/14/2022 | Wesley McCamy | $ 360.00 | 2019-5791 | 12/16/2022 |
| 12/15/2022 | Jessica Rubi Jacome-Talavera | $ 360.00 | 2021-3442 | 12/16/2022 |
| 12/14/2022 | Allison June Thomasson | $ 500.00 | 2022-0023 | 12/16/2022 |

| | | | | |
|---|---|---|---|---|
| 12/15/2022 | Katherine Ngoc La | $ 360.00 | 2022-0110 | 12/16/2022 |
| 12/15/2022 | Nicholas John Schwertner | $ 500.00 | 2022-0745 | 12/16/2022 |
| 12/14/2022 | Albert Foster Anderson | $ 500.00 | 2022-1302 | 12/16/2022 |
| 12/14/2022 | Riley Nicole Johnson | $ 360.00 | 2022-1381 | 12/16/2022 |
| 12/15/2022 | Catherine Lynn Sanchez | $ 360.00 | 2022-2873 | 12/16/2022 |
| | | **$ 3,300.00** | | |
| **date** | **payor** | **amount** | **control #** | **deposit date** |
| 12/19/2022 | Ella Allinnett Verzwyvelt | $ 500.00 | 2021-0802 | 12/21/2022 |
| 12/19/2022 | Kenniya Marie Gathing | $ 500.00 | 2021-1549 | 12/21/2022 |
| 12/19/2022 | Rebecca M Keasling | $ 500.00 | 2021-1938 | 12/21/2022 |
| 12/19/2022 | Leonardo Ungson-Aceves | $ 500.00 | 2022-0474 | 12/21/2022 |
| 12/20/2022 | Shawn E Meza | $ 360.00 | 2022-1213 | 12/21/2022 |
| 12/20/2022 | Roberto Herrera Diaz | $ 500.00 | 2022-2191 | 12/21/2022 |
| | | **$ 2,860.00** | | |
| **date** | **payor** | **amount** | **control #** | **deposit date** |
| 12/22/2022 | Alexander Isaac Reyna | $ 360.00 | 2021-1457 | 12/28/2022 |
| 12/22/2022 | JW Wiggins | $ 360.00 | 2021-1960 | 12/28/2022 |
| 12/22/2022 | Peter Alan Delmonte | $ 500.00 | 2021-2609 | 12/28/2022 |
| 12/27/2022 | Kevin Glynn Sanders | $ 360.00 | 2022-0268 | 12/28/2022 |
| 12/21/2022 | Grayson Blake Cook | $ 500.00 | 2022-0364 | 12/28/2022 |
| 12/21/2022 | Biniyam Walelign Adal | $ 500.00 | 2022-1527 | 12/28/2022 |
| | | **$ 2,580.00** | | |

**Commissioners Court - Regular Session** **9.**

**Meeting Date:** 02/28/2023

County Attorney January 2023 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 January 2023 Monthly Report in compliance with Code of Criminal Procedure 103.005.

**Background**

## Fiscal Impact

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

## Attachments

January report

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Becky Pruitt | 02/15/2023 09:54 AM |
| Form Started By: Stephanie Lloyd | | Started On: 02/09/2023 02:55 PM |
| Final Approval Date: 02/15/2023 | | |

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 January, 2023.

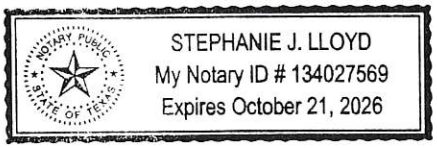
Dee Hobbs

DEE HOBBS
COUNTY ATTORNEY

On this 9th day of February, 2023, 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-Jan-2023 | 32292 | 2022-1256 | $ 60.00 |
| | | | 09-Jan-2023 | 32314 | 2020-1952 2022-0691 | $ 2,060.00 |
| | | | 11-Jan-2023 | 32325 | 2018-7093 2021-3036 2021-3854 2022-0093 | $ 480.00 |
| | | | 26-Jan-2023 | 32386 | 2020-1221 2020-3451 2022-0641 2022-3416 | $ 3,180.00 |
| | | | 27-Jan-2023 | 32389 | 2021-0917 | $ 288.87 |
| | | CO ATTY 3 | 23-Jan-2023 | 32358 | 2021-4041 2022-1804 2022-2410 | $ 2,009.77 |
| **207015 Total** | | | | | | **$ 8,078.64** |
| 341300 | 0406 | CO ATTY HC FEES | 09-Jan-2023 | 32314 | HOT CHECK FEES-DECEMBER 2022 | $ 60.00 |
| **341300 Total** | | | | | | **$ 60.00** |
| 351000 | 0364 | CO ATTY INTERVENTION | 03-Jan-2023 | 32288 | 2021-0944 2021-3437 2022-0065 2022-1068 2022-1256 2022-2066 2022-3349 | $ 3,500.00 |
| | | | 05-Jan-2023 | 32301 | 2021-0221 2022-1783 | $ 1,000.00 |
| | | | 06-Jan-2023 | 32305 | 2020-1952 2021-1038 2021-3643 2021-3999 2022-0273 2022-1051 2022-2762 | $ 3,220.00 |
| | | | 10-Jan-2023 | 32322 | 2018-7093 2021-0179 2021-3050 | $ 1,360.00 |
| | | | 12-Jan-2023 | 32330 | 2021-1684 2021-3854 2022-0093 2022-0435 | $ 2,000.00 |
| | | | 13-Jan-2023 | 32333 | 2020-2561 2021-1191 2022-1293 2022-1989 2022-2713 | $ 2,360.00 |
| | | | 18-Jan-2023 | 32343 | REC 2021-2756 2022-0270 2022-0891 2022-1026 | $ 1,720.00 |
| | | | 23-Jan-2023 | 32358 | 2020-3451 2021-1115 2021-3495 2022-0641 2022-1394 2022-1804 2022-3416 | $ 3,360.00 |
| | | | 24-Jan-2023 | 32370 | 2021-2352 | $ 500.00 |
| | | | 26-Jan-2023 | 32386 | 2022-1158 2022-1486 | $ 860.00 |
| | | | 27-Jan-2023 | 32389 | 2020-0097 2022-0006 2022-0322 2022-0422 2022-1768 | $ 2,080.00 |
| **351000 Total** | | | | | | **$ 21,960.00** |
| **Grand Total** | | | | | | **$ 30,098.64** |

Criminal Restitution January 2023

| Date | Payor | Amount | Case # | Deposit Date |
|---|---|---|---|---|
| 12/29/2023 | Ariel Parra-Molina | $ 60.00 | 2022-1256 | 1/3/2023 |
| | | **$ 60.00** | | |
| Date | Payor | Amount | Case # | Deposit Date |
| 1/3/2023 | Javier Castro | $ 60.00 | 2020-1952 | 1/5/2023 |
| 1/3/2023 | Erwin Eliu Osorio | $ 2,000.00 | 2022-0691 | 1/5/2023 |
| | | **$ 2,060.00** | | |
| Date | Payor | Amount | Case # | Deposit Date |
| 1/6/2023 | Shawna Lea Koch | $ 60.00 | 2018-7093 | 1/10/2023 |
| 1/6/2023 | Ahmed Aldirawi | $ 300.00 | 2021-3036 | 1/10/2023 |
| 1/9/2023 | Zachary Buntin | $ 60.00 | 2021-3854 | 1/10/2023 |
| 1/9/2023 | Luke Theron Proctor | $ 60.00 | 2022-0093 | 1/10/2023 |
| | | **$ 480.00** | | |
| Date | Payor | Amount | Case # | Deposit Date |
| 1/18/2023 | Gregory Lee Grigsby | $ 975.48 | 2021-4041 | 1/19/2023 |
| 1/17/2023 | Melissa Ann Urrea | $ 60.00 | 2022-1804 | 1/19/2023 |
| 1/11/2023 | Thomas Javier Gonzalez | $ 974.29 | 2022-2410 | 1/19/2023 |
| | | **$ 2,009.77** | | |
| Date | Payor | Amount | Case # | Deposit Date |
| 1/20/2023 | John Thomas McGee | $ 3,000.00 | 2020-1221 | 1/24/2023 |
| 1/19/2023 | Fischer Monroe Bratton | $ 60.00 | 2020-3451 | 1/24/2023 |
| 1/19/2023 | Jack Byron Quinney | $ 60.00 | 2022-0641 | 1/24/2023 |
| 1/19/2023 | Dori L LaCaille | $ 60.00 | 2022-3416 | 1/24/2023 |
| | | **$ 3,180.00** | | |
| Date | Payor | Amount | Case # | Deposit Date |
| 1/24/2023 | Jenny Jo Burdine | $ 288.87 | 2021-0917 | 1/26/2023 |
| | | **$ 288.87** | | |

# Disbursement Summary

TXWILLIAMSONP
ROD

Collection Date Range: **12/01/2022 - 12/31/2022** **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 | 60.00 | 0.00 | 0.00 | 0.00 | 60.00 |

| | **(+) Collection Amount** | **(+) Previous Escrow** | **(-) Escrow Deductions** | **(-) Escrow Held** | **Disbursement Amount** |
|---|---|---|---|---|---|
| **Disbursement Summary Totals** | 60.00 | 0.00 | 0.00 | 0.00 | 60.00 |

## Disbursement Detail

| **Check ID Number** | **Defendant** | **Code** | **(+) Collection Amount** | **(+) Previous Escrow** | **(-) Escrow Deductions** | **(-) Escrow Held** | **Disbursement Amount** |
|---|---|---|---|---|---|---|---|
| 22-00098 | MELIA-COPELAND, CAROL A. (PID #: 437328) | CHKFEE | 30.00 | 0.00 | 0.00 | 0.00 | 30.00 |
| 22-00101 | Nickerson, Charles (PID #: 1862496) | CHKFEE | 30.00 | 0.00 | 0.00 | 0.00 | 30.00 |
| **Totals:** | | | **60.00** | **0.00** | **0.00** | **0.00** | **60.00** |

PTI Fees January 2023

| date | payor | amount | control # | deposit date |
|---|---|---|---|---|
| 12/28/2022 | Brenay Joy Kaylee Jones | $ 500.00 | 2021-0944 | 12/30/2022 |
| 12/28/2022 | Suzy Luera | $ 500.00 | 2021-3437 | 12/30/2022 |
| 12/29/2022 | Bryce Naivar | $ 500.00 | 2022-0065 | 12/30/2022 |
| 12/29/2022 | Ernesto Ramon Vera Vergara | $ 500.00 | 2022-1068 | 12/30/2022 |
| 12/28/2022 | Ariel Parra-Molina | $ 500.00 | 2022-1256 | 12/30/2022 |
| 12/28/2022 | Jose Daniel Andrade-Cruz | $ 500.00 | 2022-2066 | 12/30/2022 |
| 12/28/2022 | Oliver Antunez Sanchez | $ 500.00 | 2022-3349 | 12/30/2022 |
| | | **$ 3,500.00** | | |
| **date** | **payor** | **amount** | **control #** | **deposit date** |
| 1/3/2023 | John Joseph Maloney | $ 500.00 | 2021-0221 | 1/4/2023 |
| 12/30/2022 | Beverlly Ann Cerda | $ 500.00 | 2022-1783 | 1/4/2023 |
| | | **$ 1,000.00** | | |
| **date** | **payor** | **amount** | **control #** | **deposit date** |
| 1/4/2023 | Javier Castro | $ 500.00 | 2020-1952 | 1/6/2023 |
| 1/4/2023 | Michael Madavane | $ 360.00 | 2021-1038 | 1/6/2023 |
| 1/5/2023 | Jesus Elvis Mendoza | $ 500.00 | 2021-3643 | 1/6/2023 |
| 1/5/2023 | Alfredo I Hernandez-Martinez | $ 500.00 | 2021-3999 | 1/6/2023 |
| 1/5/2023 | Benjamin J Kobin | $ 500.00 | 2022-0273 | 1/6/2023 |
| 1/4/2023 | Hugh A Coker | $ 360.00 | 2022-1051 | 1/6/2023 |
| 1/4/2023 | Karen Anne York | $ 500.00 | 2022-2762 | 1/6/2023 |
| | | **$ 3,220.00** | | |
| **date** | **payor** | **amount** | **control #** | **deposit date** |
| 1/6/2023 | Shawna Lea Koch | $ 500.00 | 2018-7093 | 1/9/2023 |
| 1/6/2023 | Jairo Groves | $ 360.00 | 2021-0179 | 1/9/2023 |
| 1/6/2023 | William Chandler Brown | $ 500.00 | 2021-3050 | 1/9/2023 |
| | | **$ 1,360.00** | | |
| **date** | **payor** | **amount** | **control #** | **deposit date** |
| 1/10/2023 | Rajinder Singh | $ 500.00 | 2021-1684 | 1/11/2023 |
| 1/9/2023 | Zachary Buntin | $ 500.00 | 2021-3854 | 1/11/2023 |
| 1/9/2023 | Luke Theron Proctor | $ 500.00 | 2022-0093 | 1/11/2023 |
| 1/9/2023 | Michelle Renee Vickers | $ 500.00 | 2022-0435 | 1/11/2023 |
| | | **$ 2,000.00** | | |
| **date** | **payor** | **amount** | **control #** | **deposit date** |
| 1/11/2023 | Jorge Benigno Granados-Rico | $ 500.00 | 2020-2561 | 1/13/2023 |
| 1/11/2023 | Eduarto Gonzalez Sanchez | $ 360.00 | 2021-1191 | 1/13/2023 |
| 1/11/2023 | Linda Marie Wright | $ 500.00 | 2022-1293 | 1/13/2023 |
| 1/11/2023 | Jose Marino Abrego-Trejo | $ 500.00 | 2022-1989 | 1/13/2023 |

| | | | | |
|---|---|---|---|---|
| 1/12/2023 | William Ole White | $ 500.00 | 2022-2713 | 1/13/2023 |
| | | **$ 2,360.00** | | |
| **date** | **payor** | **amount** | **control #** | **deposit date** |
| 1/17/2023 | Alissa Lucille Frederick | $ 500.00 | 2021-2756 | 1/18/2023 |
| 1/13/2023 | Jonathan David Tucker | $ 360.00 | 2022-0270 | 1/18/2023 |
| 1/17/2023 | David Antonio Batista | $ 360.00 | 2022-0891 | 1/18/2023 |
| 1/13/2023 | Gisela Denise Domingues Martinez | $ 500.00 | 2022-1026 | 1/18/2023 |
| | | **$ 1,720.00** | | |
| **date** | **payor** | **amount** | **control #** | **deposit date** |
| 1/19/2023 | Fischer Monroe Bratton | $ 500.00 | 2020-3451 | 1/20/2023 |
| 1/19/2023 | Kameron Douglas Lopez | $ 500.00 | 2021-1115 | 1/20/2023 |
| 1/19/2023 | Simone Rochelle Sanchez | $ 500.00 | 2021-3495 | 1/20/2023 |
| 1/18/2023 | Jack Byron Quinney | $ 500.00 | 2022-0641 | 1/20/2023 |
| 1/18/2023 | Joseph Daniel Drosche | $ 500.00 | 2022-1394 | 1/20/2023 |
| 1/18/2023 | Melissa Ann Urrea | $ 360.00 | 2022-1804 | 1/20/2023 |
| 1/19/2023 | Dori L Lacaille | $ 500.00 | 2022-3416 | 1/20/2023 |
| | | **$ 3,360.00** | | |
| **date** | **payor** | **amount** | **control #** | **deposit date** |
| 1/20/2023 | Skylar Rose Montague | $ 500.00 | 2021-2352 | 1/23/2023 |
| | | **$ 500.00** | | |
| **date** | **payor** | **amount** | **control #** | **deposit date** |
| 1/24/2023 | Gerardo Ochoa-Guevara | $ 500.00 | 2022-1158 | 1/25/2023 |
| 1/23/2023 | Jeffrey Bryan Reynolds | $ 360.00 | 2022-1486 | 1/25/2023 |
| | | **$ 860.00** | | |
| **date** | **payor** | **amount** | **control #** | **deposit date** |
| 1/25/2023 | Rose Ann Melendez | $ 500.00 | 2020-0097 | 1/27/2023 |
| 1/26/2023 | Alexandria Rose Armstrong | $ 360.00 | 2022-0006 | 1/27/2023 |
| 1/26/2023 | Sarah Jane Hathon | $ 360.00 | 2022-0322 | 1/27/2023 |
| 1/26/2023 | Marissa Patrice Ho | $ 360.00 | 2022-0422 | 1/27/2023 |
| 1/25/2023 | Liam Elias Khalil | $ 500.00 | 2022-1768 | 1/27/2023 |
| | | **$ 2,080.00** | | |

**Commissioners Court - Regular Session** **10.**

**Meeting Date:** 02/28/2023

Justice of the Peace 3 JANUARY 2023 Monthly Report

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

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

**Agenda Category:** Consent

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**Information**

**Agenda Item**

Discuss, consider and take appropriate action to approve Justice of the Peace, Pct. 3, January 2023 Monthly Report in compliance with the Code of Criminal Procedure § 103.005.

**Background**

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**Fiscal Impact**

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

**Attachments**

January 2023 - CCP 103

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Becky Pruitt | 02/15/2023 09:55 AM |
| Form Started By: Mary Alcala | | Started On: 02/13/2023 08:27 AM |
| Final Approval Date: 02/15/2023 | | |

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

**THE STATE OF TEXAS**
**COUNTY OF WILLIAMSON**

**Before me, the undersigned authority, on this day personally appeared Evelyn McLean, Justice of the Peace, Precinct 3, Williamson County, who, on her oath, stated that the attached report of money collected is a true and correct report for the month of January, 2023.**

JUSTICE COURT PRECINCT 3 WILLIAMSON COUNTY, TEXAS

Evelyn McLean

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

**On this** 10th **day of** February **2023, to certify which witness my hand and seal of office.**

Mary Alcala

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

NOTARY PUBLIC STATE OF TEXAS
MARY ANN ALCALA
Notary Public, State of Texas
Comm. Expires 04-12-2025
Notary ID 133030414

# Payment Report - G/L and Fund Summary

TXWILLIAMSONPROD

Transaction Date: **01/01/2023 - 01/31/2023** Case Categories: **Criminal**
Locations: **JP3** Payment Type: **Cash Bond Deposit; E-Filing Payment; ...**

| G/L Account | G/L Account Number | Fee Totals |
|---|---|---|
| **0100 - General Fund** | | |
| 01-0100-0000-207017 - Collections Agency Fee | L-004-3-01-0100-0000-207017: 01-0100-0000-207017 - Collections Agency Fee | 3,000.96 |
| 01-0100-0000-209600 - FINES DUE TO TX PARKS WILDLIFE | L-004-3-01-0100-0000-209600: 01-0100-0000-209600 - FINES DUE TO TX PARKS WILDLIFE | 446.25 |
| 01-0100-0000-209700 - JP COURTS-REFUNDS | L-004-3-01-0100-0000-209700: 01-0100-0000-209700 - JP COURTS-REFUNDS | 1.00 |
| 01-0100-0000-341200 - Sheriff Fees (WILCO) | L-004-3-01-0100-0000-341200: 01-0100-0000-341200 - Sheriff Fees (WILCO) | 163.95 |
| 01-0100-0000-341803 - FEES OF OFFICE, JP PCT-3 | L-004-3-01-0100-0000-341803: 01-0100-0000-341803 - FEES OF OFFICE, JP PCT #3 | 10,819.80 |
| 01-0100-0000-341913 - CRIMINAL FEES/OFFICE, CONST 3 | L-004-3-01-0100-0000-341913: 01-0100-0000-341913 - Fees of Office, Crim. Const PCT #3 | 370.79 |
| 01-0100-0000-351303 - FINES, JP PCT-3 | L-004-3-01-0100-0000-351303: 01-0100-0000-351303 - FINES, JP PCT #3 | 84,489.00 |
| 01-0100-0000-370500 - Miscellaneous Revenue | L-004-3-01-0100-0000-370500: 01-0100-0000-370500 - Miscellaneous Revenue | 9.00 |
| | **0100 - General Fund Total:** | **99,300.75** |
| **0361 - JP Security Fund** | | |
| 01-0361-0000-341153 - JP 3 SECURITY FEES | L-004-3-01-0361-0000-341153: 01-0361-0000-341153 - JP 3 SECURITY FEES | 116.87 |
| | **0361 - JP Security Fund Total:** | **116.87** |
| **0367 - JP-3 Truancy Program Fund** | | |
| 01-0367-0000-370000 - JP-3 Truancy Program Fees | L-004-3-01-0367-0000-370000: 01-0367-0000-370000 - JP-3 Truancy Program Fee | 146.10 |
| | **0367 - JP-3 Truancy Program Fund Total:** | **146.10** |
| **0372 - Justice Court Technology Fund** | | |
| 01-0372-0000-341143 - JP 3 TECHNOLOGY FEES | L-004-3-01-0372-0000-341143: 01-0372-0000-341143 - JP #3 TECHNOLOGY FEES | 116.80 |
| | **0372 - Justice Court Technology Fund Total:** | **116.80** |

# Payment Report - G/L and Fund Summary



Transaction Date: **01/01/2023 - 01/31/2023** Case Categories: **Criminal**
Locations: **JP3** Payment Type: **Cash Bond Deposit; E-Filing Payment; ...**

| G/L Account | G/L Account Number | Fee Totals |
|---|---|---|
| **0399 - State Agency Fund** | | |
| 01-0399-0000-208033 - JP 3 Truancy Prev/Diversion - State | L-004-3-01-0399-0000-208033: 01-0399-0000-208033 - JP 3 Truancy Prev/Diversion - State | 58.18 |
| 01-0399-0000-208160 - CCC FEES DUE TO STATE COMP | L-004-3-01-0399-0000-208160: 01-0399-0000-208160 - Consolidated Court Costs | 1,168.81 |
| 01-0399-0000-208235 - JURY SERVICE FEES DUE TO STATE | L-004-3-01-0399-0000-208235: 01-0399-0000-208235 - Jury Service Fee | 116.87 |
| 01-0399-0000-208352 - CRIMINAL JUDICIAL SUPPORT DUE | L-004-3-01-0399-0000-208352: 01-0399-0000-208352 - Support of the Judiciary Fund | 175.30 |
| 01-0399-0000-208400 - DPS ARREST FEES DUE TO STATE | L-004-3-01-0399-0000-208400: 01-0399-0000-208400 - Texas Highway Patrol Arrest Fees | 383.65 |
| 01-0399-0000-208415 - MOVING VIOLATION FEE DUE TO ST | L-004-3-01-0399-0000-208415: 01-0399-0000-208415 - Moving Violation Fee Due to State | 1.30 |
| 01-0399-0000-208425 - ST TRAFFIC FEES DUE TO STATE | L-004-3-01-0399-0000-208425: 01-0399-0000-208425 - State Traffic Fee | 209.95 |
| 01-0399-0000-208703 - INDIGENT DEF FEES - DUE TO ST | L-004-3-01-0399-0000-208703: 01-0399-0000-208703 - Indigent Defense Fee | 58.42 |
| 01-0399-0000-208720 - SEATBELT FINES | L-004-3-01-0399-0000-208720: 01-0399-0000-208720 - Seatbelt Fines | 73.50 |
| 01-0399-0000-208750 - TLFTA FEES DUE TO STATE COMP | L-004-3-01-0399-0000-208750: 01-0399-0000-208750 - Traffic Law Failure To Appear | 474.30 |
| 01-0399-0000-208850 - WEIGHT VIOLATION FINES DUE TO | L-004-3-01-0399-0000-208850: 01-0399-0000-208850 - Weight Violation Fines | 135.91 |
| 01-0399-0000-208860 - TIME PYMT FEES DUE TO STATE | L-004-3-01-0399-0000-208860: 01-0399-0000-208860 - Time Payment | 92.60 |
| | **0399 - State Agency Fund Total:** | **2,948.79** |
| **JP BOND** | | |
| 01-0100-0000-207020 - JP3 Bond Liability Account | L-004-3-02-00002: JP3 Registry Bond Account Liability | 500.00 |
| | **JP BOND Total:** | **500.00** |
| | **Fee Totals for All Funds:** | **103,129.31** |

# Payment Report - Fee Code Summary

TXWILLIAMSONPROD

Transaction Date: **01/01/2023 - 01/31/2023** Case Categories: **Criminal**
Locations: **JP3**

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

**Fee Code Summary**

| Code Word | Description | Gross | | Positive Adjustments | | Negative Adjustments | | Net | |
|---|---|---|---|---|---|---|---|---|---|
| | | Amount | Number | Amount | Number | Amount | Number | Amount | Number |
| AFDPS | Arrest Fee - DPS (CCP 102.011) | 82.16 | 26 | 0.00 | 0 | 0.00 | 0 | 82.16 | 26 |
| AFLPD | Arrest Fee - Leander Police Department | 4.77 | 1 | 0.00 | 0 | 0.00 | 0 | 4.77 | 1 |
| AFSO | Arrest Fee - Sheriff's Office (CCP 102.011) | 63.95 | 15 | 0.00 | 0 | 0.00 | 0 | 63.95 | 15 |
| CB | Cash Bond | 500.00 | 1 | 0.00 | 0 | 0.00 | 0 | 500.00 | 1 |
| CCC | Consolidated Court Costs [Loc. Gov't Code, 133.102] | 1,168.81 | 41 | 0.00 | 0 | 0.00 | 0 | 1,168.81 | 41 |
| CFINE | County Fine | 84,489.00 | 707 | 0.00 | 0 | 0.00 | 0 | 84,489.00 | 707 |
| CHS | Courthouse Security Fee (CCP 102.017) | 87.63 | 41 | 0.00 | 0 | 0.00 | 0 | 87.63 | 41 |
| CHSJC | JP Security Fee (CCP 102.017) | 29.24 | 41 | 0.00 | 0 | 0.00 | 0 | 29.24 | 41 |
| COLLFEE | Collection Agency Fee | 3,000.96 | 53 | 0.00 | 0 | 0.00 | 0 | 3,000.96 | 53 |
| COPIES | Certified Copies | 4.00 | 1 | 0.00 | 0 | 0.00 | 0 | 4.00 | 1 |
| CRFEEOVER | Criminal Overpayment Fee | 1.00 | 1 | 0.00 | 0 | 0.00 | 0 | 1.00 | 1 |
| DDF | Deferred Disposition Fee | 10,784.13 | 80 | 0.00 | 0 | 0.00 | 0 | 10,784.13 | 80 |
| FNTC1 | Child Safety Seat Fine Trauma Center | 73.50 | 1 | 0.00 | 0 | 0.00 | 0 | 73.50 | 1 |
| IDF | Indigent Defense Fee (LGC 133.107) | 58.42 | 41 | 0.00 | 0 | 0.00 | 0 | 58.42 | 41 |
| JCTF | Justice Court Technology Fee (CCP 102.0173) | 116.80 | 41 | 0.00 | 0 | 0.00 | 0 | 116.80 | 41 |
| JF | Jury Fee | 0.90 | 1 | 0.00 | 0 | 0.00 | 0 | 0.90 | 1 |
| JFR | Jury Reimbursement Fee (CCP 102.0045) | 116.87 | 41 | 0.00 | 0 | 0.00 | 0 | 116.87 | 41 |
| JTP | Juvenile Truancy Program (CCP 102.0174) | 146.10 | 41 | 0.00 | 0 | 0.00 | 0 | 146.10 | 41 |
| JTPDC | Juvenile Truancy Prev/Diversion Due to County (CCP 102.015) | 29.09 | 40 | 0.00 | 0 | 0.00 | 0 | 29.09 | 40 |
| JTPDS | Juvenile Truancy Prev/Diversion Due to State (CCP 102.015) | 29.09 | 40 | 0.00 | 0 | 0.00 | 0 | 29.09 | 40 |
| JUSFC | Judicial Support Fund - County (LGC 133.105) | 17.53 | 41 | 0.00 | 0 | 0.00 | 0 | 17.53 | 41 |
| JUSFS | Judicial Support Fund - State (LGC 133.105) | 157.77 | 41 | 0.00 | 0 | 0.00 | 0 | 157.77 | 41 |
| LT10 | Overpayments < $10 | 9.00 | 2 | 0.00 | 0 | 0.00 | 0 | 9.00 | 2 |
| MVF | Moving Violation Fee (CCP 102.022) | 1.30 | 17 | 0.00 | 0 | 0.00 | 0 | 1.30 | 17 |
| OMNI | OMNI Fee | 94.86 | 22 | 0.00 | 0 | 0.00 | 0 | 94.86 | 22 |
| OMNIC | OMNI Fee - County | 63.23 | 22 | 0.00 | 0 | 0.00 | 0 | 63.23 | 22 |
| OMNIS | OMNI Fee - State | 316.21 | 22 | 0.00 | 0 | 0.00 | 0 | 316.21 | 22 |
| SFC3 | Service/Arrest Fee - Const. 3 | 43.98 | 11 | 0.00 | 0 | 0.00 | 0 | 43.98 | 11 |
| SFMCWV | State Fine - Motor Carrier Weight Violation | 135.91 | 6 | 0.00 | 0 | 0.00 | 0 | 135.91 | 6 |
| SFOC | Service Fee - Out of County | 5.00 | 1 | 0.00 | 0 | 0.00 | 0 | 5.00 | 1 |

# Payment Report - Fee Code Summary



Transaction Date: **01/01/2023 - 01/31/2023** Case Categories: **Criminal**
Locations: **JP3**

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

**Fee Code Summary**

| Code Word | Description | Gross | | Positive Adjustments | | Negative Adjustments | | Net | |
|---|---|---|---|---|---|---|---|---|---|
| | | Amount | Number | Amount | Number | Amount | Number | Amount | Number |
| STF | State Traffic Fee (TC 542.4031) | 209.95 | 11 | 0.00 | 0 | 0.00 | 0 | 209.95 | 11 |
| TPC | Time Payment Fee - County | 19.81 | 2 | 0.00 | 0 | 0.00 | 0 | 19.81 | 2 |
| TPS | Time Payment Fee - State | 72.79 | 8 | 0.00 | 0 | 0.00 | 0 | 72.79 | 8 |
| TPWF | Texas P&W Fine | 446.25 | 5 | 0.00 | 0 | 0.00 | 0 | 446.25 | 5 |
| UFA | Uniform Traffic Act (TC 542.403) | 21.00 | 11 | 0.00 | 0 | 0.00 | 0 | 21.00 | 11 |
| WARC3 | Warrant Fee - Constable Pct. 3 | 326.81 | 11 | 0.00 | 0 | 0.00 | 0 | 326.81 | 11 |
| WCSO | Williamson County Sheriff | 100.00 | 2 | 0.00 | 0 | 0.00 | 0 | 100.00 | 2 |
| WFDPS | Warrant Fee - DPS | 301.49 | 6 | 0.00 | 0 | 0.00 | 0 | 301.49 | 6 |
| **Fee Code Summary Totals** | | **Gross** | | **Positive Adjustments** | | **Negative Adjustments** | | **Net** | |
| | | **Amount** | **Number** | **Amount** | **Number** | **Amount** | **Number** | **Amount** | **Number** |
| | | 103,129.31 | 1,495 | 0.00 | 0 | 0.00 | 0 | 103,129.31 | 1,495 |

# Payment Report - G/L and Fund Summary

TXWILLIAMSONPROD

Transaction Date: **01/01/2023 - 01/31/2023** Case Categories: **Civil**
Locations: **JP3** Payment Type: **Cash Bond Deposit; E-Filing Payment; ...**

| G/L Account | G/L Account Number | Fee Totals |
|---|---|---|
| **0100 - General Fund** | | |
| 01-0100-0000-341803 - FEES OF OFFICE, JP PCT-3 | L-004-3-01-0100-0000-341803: 01-0100-0000-341803 - FEES OF OFFICE, JP PCT #3 | 198.75 |
| 01-0100-0000-341903 - CIVIL FEES/OFFICE, CONST 3 | L-004-3-01-0100-0000-341903: 01-0100-0000-341903 - Fees of Office, Const. PCT #3 | 7,960.00 |
| 01-0100-0000-351303 - FINES, JP PCT-3 | L-004-3-01-0100-0000-351303: 01-0100-0000-351303 - FINES, JP PCT #3 | 100.00 |
| | **0100 - General Fund Total:** | **8,258.75** |
| | **Fee Totals for All Funds:** | **8,258.75** |

# Payment Report - Fee Code Summary

TXWILLIAMSONPROD

Transaction Date: **01/01/2023 - 01/31/2023** Case Categories: **Civil**
Locations: **JP3**

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

**Fee Code Summary**

| Code Word | Description | Gross | | Positive Adjustments | | Negative Adjustments | | Net | |
|---|---|---|---|---|---|---|---|---|---|
| | | Amount | Number | Amount | Number | Amount | Number | Amount | Number |
| AB | Abstract | 10.00 | 2 | 0.00 | 0 | 0.00 | 0 | 10.00 | 2 |
| CCOP | Civil Copies | 47.75 | 23 | 0.00 | 0 | 0.00 | 0 | 47.75 | 23 |
| CERT | Certified Copy | 29.00 | 6 | 0.00 | 0 | 0.00 | 0 | 29.00 | 6 |
| CONFINE | Contempt of Court | 100.00 | 1 | 0.00 | 0 | 0.00 | 0 | 100.00 | 1 |
| CONT3 | Constable Service Fee Pct #3 | 5,280.00 | 48 | 0.00 | 0 | 0.00 | 0 | 5,280.00 | 48 |
| JURY | Jury Fee | 22.00 | 1 | 0.00 | 0 | 0.00 | 0 | 22.00 | 1 |
| SUB3 | Subpoena Pct# 3 | 80.00 | 1 | 0.00 | 0 | 0.00 | 0 | 80.00 | 1 |
| TRANS | Transcript | 20.00 | 2 | 0.00 | 0 | 0.00 | 0 | 20.00 | 2 |
| WEXEC | Writ of Execution | 10.00 | 2 | 0.00 | 0 | 0.00 | 0 | 10.00 | 2 |
| WPOSS | Writ of Possession | 60.00 | 12 | 0.00 | 0 | 0.00 | 0 | 60.00 | 12 |
| WSF3 | Constable #3 - Writ Service Fee | 2,600.00 | 13 | 0.00 | 0 | 0.00 | 0 | 2,600.00 | 13 |

| Fee Code Summary Totals | Gross | | Positive Adjustments | | Negative Adjustments | | Net | |
|---|---|---|---|---|---|---|---|---|
| | Amount | Number | Amount | Number | Amount | Number | Amount | Number |
| | 8,258.75 | 111 | 0.00 | 0 | 0.00 | 0 | 8,258.75 | 111 |

**Commissioners Court - Regular Session** **11.**

**Meeting Date:** 02/28/2023

RFQ #23RFSQ48-Financial Wellbeing Services and Support for HR/Benefits

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

**Department:** Purchasing

**Agenda Category:** Consent

## Information

### Agenda Item

Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed qualifications for Financial Wellbeing Services and Support under RFQ #23RFSQ48.

### Background

The Human Resources Department requests a solicitation for a vendor solution that will provide Financial Wellbeing Services and Support for Williamson County employees. The goal is to publish an RFQ to obtain consulting services and potential estimated costs to incorporate into the 2024 Budget. Funding Source is 01.0885.0885.004996. Shelley Loughrey is the Department point of contact.

## Fiscal Impact

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

## Attachments

*No file(s) attached.*

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing (Originator) | Joy Simonton | 02/23/2023 05:21 AM |
| County Judge Exec Asst. | Becky Pruitt | 02/23/2023 07:57 AM |
| Form Started By: Misty Brooks | | Started On: 02/15/2023 12:07 PM |
| Final Approval Date: 02/23/2023 | | |

**Commissioners Court - Regular Session** **12.**

**Meeting Date:** 02/28/2023

TDEM and Wilco ILA for TDEM CLO Officing

**Submitted By:** Michael Shoe, Emergency Management

**Department:** Emergency Management

**Agenda Category:** Consent

## Information

### Agenda Item

Discuss, consider and take appropriate action on an Interlocal Agreement between Williamson County and the Texas Department of Emergency Management (TDEM) regarding TDEM's use of a vacant office located at the Williamson County EMS Building to serve as a location from which TDEM may operate to coordinate state emergency response, recovery, preparedness, and mitigation efforts.

### Background

Texas Division of Emergency Management has requested the use of office space for their County Liasion Officer (CLO). Office space has been located at the EMS North Campus.

## Fiscal Impact

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

## Attachments

TDEM and Local Gov Entity Interlocal Agreement

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Becky Pruitt | 02/21/2023 01:40 PM |
| Form Started By: Michael Shoe | | Started On: 02/21/2023 11:46 AM |
| Final Approval Date: 02/21/2023 | | |

**INTERLOCAL AGREEMENT**
**BETWEEN** WILLIAMSON COUNTY **AND**
**TEXAS DIVISION OF EMERGENCY MANAGEMENT**

This Interlocal Agreement ("Agreement") is made and entered into between Williamson County, a local government entity located in Williamson County, Texas ("LGE"), and Texas Division of Emergency Management, a member of the Texas A&M University System, an agency of the State of Texas ("TDEM") for the purpose of facilitating the provision of emergency services. The LGE and TDEM are sometimes referred to herein individually as "Party" or collectively as "Parties."

RECITALS:

**WHEREAS**, pursuant to the Interlocal Cooperation Act, Texas Government Code Chapter 791, as amended, cities, counties, special districts and other legally constituted political subdivisions of the State of Texas are authorized to enter into local contracts and agreements with each other regarding governmental functions and services; and

**WHEREAS** TDEM personnel require a location from which they may operate to coordinate state emergency response, recovery, preparedness, and mitigation efforts; and

**WHEREAS**, TDEM has requested that space be made available to it for its personnel and;

**WHEREAS** the LGE has determined there is available space to accommodate TDEM's request in the Emergency Medical Services Building located at 3189 SE Inner Loop Ste. A Georgetown, TX 78626 (the "Building");

**NOW THEREFORE**, in consideration of the mutual covenants contained herein and subject to the conditions herein set forth, the LGE and TDEM hereby agree as follows.

A. LGE AGREEMENTS

1) The LGE will provide office space to TDEM personnel in which they can conduct routine functions connected with their emergency management efforts at the Building. The LGE may change the location of the designated office space upon notice to TDEM. TDEM staff may utilize the staff restrooms and any other common spaces in the Building. The LGE will provide TDEM with 1 parking spot(s) which Are Not exclusive.

2) The LGE will maintain the space and provide electrical, water, gas, heating and air conditioning services to the space. The LGE will also provide the following services: n/a

3) (A) The LGE reserves the right to utilize the space for its own purposes and the access granted to TDEM hereunder is not exclusive. OR (B) The access granted to TDEM hereunder to utilize the space is exclusive. A



Form Prepared and Approved by
The Texas A&M University System
Office of General Counsel
Approved: 11/7/22

4) The LGE will provide TDEM personnel 24-hour access to the Building by access card, which will be returned to LGE at the termination of this Agreement.

## B. TDEM AGREEMENTS

5) TDEM will identify to the LGE a point of contact who will communicate with the LGE related to the use of the space under this Agreement. TDEM's initial current point of contact for this Agreement is Robbie Barerra, District Coord., phone: 512-956-3343, email: robbie.barerra@tdem.texas.gov.

6) TDEM agrees that it will be utilizing the space provided in furtherance of its emergency management duties for the State.

7) TDEM will advise the LGE as soon as practicable when its personnel shall be utilizing the space provided under this Agreement.

8) TDEM personnel will be providing all their own equipment and communications devices and will access state computer programs utilizing their own equipment. TDEM agrees that no access to the LGE computer system will be required or requested at any time. TDEM may access a public or guest wireless network, if available.

9) While located at the LGE premises, TDEM personnel shall perform their duties in a manner so as to not interfere with the ordinary functioning of public safety activities of the police, fire, EMS and/or other personnel of the LGE.

## C. JOINT AGREEMENTS

10) The LGE will not charge TDEM for the use of the space under this Agreement, and TDEM will not make a claim for providing services under this Agreement to the LGE.

11) The employees of each of the Parties under this Agreement shall at all times continue to be employees of that Party, and there shall be no claim by either Party that any of their employees are considered to be borrowed servants working for the other Party. Each Party under this Agreement will be responsible for the acts and omissions of its own employees. An employee of either Party injured during the performance of their duties shall be provided benefits, if any, by the employing Party.

12) This Agreement shall be effective beginning October 1, 2022 and shall remain in effect until September 30, 2023; provided, however, that the term of this Agreement may not exceed ten (10) years.

13) Notwithstanding anything herein to the contrary, this Agreement shall remain in force at the pleasure of either Party; either Party may terminate this Agreement upon the issuance of a thirty-day notice to the other Party. The Parties may provide notice to the following addresses:



Form Prepared and Approved by
The Texas A&M University System
Office of General Counsel
Approved: 11/7/22

TDEM:

TDEM
Attn: Stacia Rivera, Facilities and Property Administrator
313 E Anderson Ln
Austin, Texas 78752
Phone: 512-696-7282
Email: stacia.rivera@tdem.texas.gov

LGE

Williamson County
Attn: Michael Shoe
Georgetown, Texas 78626
Phone: 512-688-0076
Email: michael.shoe@wilco.org

14) This is the entire agreement between the Parties; no oral representations made by either Party to this Agreement not reduced to writing herein shall be of any effect whatsoever.

15) This Agreement may be executed in multiple copies for the convenience of the Parties.

This Agreement has been approved by LGE and executed by its authorized signatory. TDEM has executed this Agreement in accordance with its governing regulations.

**LGE:**

_____
_____
Title:_____
Date:_____

**TEXAS DIVISION OF EMERGENCY MANAGEMENT:**

_____
W. Nim Kidd
Vice Chancellor for Disaster and Emergency Services and
Chief of the Texas Division of Emergency Management, TDEM
Date: 02/16/2023



Form Prepared and Approved by
The Texas A&M University System
Office of General Counsel
Approved: 11/7/22

**Commissioners Court - Regular Session** **13.**

**Meeting Date:** 02/28/2023

Authorize Issuing RFP #23RFP46 for a HazMat Response Team Organizational Assessment for Fire Marshal Special Operations Department

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

**Department:** Purchasing

**Agenda Category:** Consent

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## Information

### Agenda Item

Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed proposals for Williamson County HazMat Response Team Organizational Assessment, Gap Analysis and Strategic Plan, under RFP #23RFP46.

### Background

The HazMat component of the Williamson County Fire Marshal Special Operations Department is requesting to engage a third-party consultant to provide an agency evaluation with a subsequent Strategic Plan for the future delivery of hazardous material response services within Williamson County. Funding source is 01.0100.0542.004100 as per FY23 budget. The department point of contact is Hank Jones.

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## Fiscal Impact

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

## Attachments

*No file(s) attached.*

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## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing (Originator) | Joy Simonton | 02/23/2023 04:55 AM |
| County Judge Exec Asst. | Becky Pruitt | 02/23/2023 07:53 AM |
| Form Started By: Mary Watson | | Started On: 02/10/2023 09:52 AM |
| Final Approval Date: 02/23/2023 | | |

**Commissioners Court - Regular Session** **14.**

**Meeting Date:** 02/28/2023

Smokey Mo's gift card donation for Sheriff's Office

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

**Department:** Sheriff

**Agenda Category:** Consent

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## Information

### Agenda Item

Discuss, consider, and take appropriate action on accepting a Smokey Mo's TX BBQ gift card donation in the amount of $20.00 to the Williamson County Sheriff's Office pursuant to Tex. Loc. Gov't Code 81.032.

### Background

A kind citizen wanting to remain anonymous gave a Sheriff's Office Patrol Sergeant a $20.00 Smokey Mo's TX BBQ gift card to show their appreciation and support of law enforcement.

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## Fiscal Impact

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

## Attachments

*No file(s) attached.*

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## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Becky Pruitt | 02/15/2023 09:54 AM |
| Form Started By: Starla Hall | | Started On: 02/10/2023 09:20 AM |
| Final Approval Date: 02/15/2023 | | |

**Commissioners Court - Regular Session** **15.**

**Meeting Date:** 02/28/2023

Donation of (6) LaRue rifles & scopes for Sheriff's Office SWAT

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

**Department:** Sheriff

**Agenda Category:** Consent

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## Information

### Agenda Item

Discuss, consider and take appropriate action to accept a donation of (6) 16" LaRue Tactical PredatAR5.56 with Aimpoint Micro T-2 combo w/LT751 for Sheriff's Office SWAT pursuant to Tex. Loc. Gov't Code 81.032.

### Background

LaRue Tactical would like to donate (6) LaRue PredatAR 5.56 rifle systems. The estimated value of the rifles and scopes is $19,260.00 These would replace the LWRC sniper gas guns.

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## Fiscal Impact

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

## Attachments

LaRue Rifle Donation

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## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Becky Pruitt | 02/22/2023 09:02 AM |
| Form Started By: Starla Hall | | Started On: 02/16/2023 03:07 PM |
| Final Approval Date: 02/22/2023 | | |

Austin Precision Products, Inc
DBA LaRue Tactical
850 CR 177
Leander, Texas 78641
DUNS: 011527207
CAGE: 086B5
NAICS: 332994

February 15, 2023

**Subject: LaRue Rifle Donation**

Dear Williamson County Sheriff Department SWAT,

In response to your request for a document submission for the donation of qty 6 LaRue PredatAR 5.56 rifle systems. Identification of the rifle systems is listed below:

**System Description**: 16 Inch LaRue Tactical PredatAR 5.56 with Aimpoint Micro T-2 combo w/ LT751.

The PredatAR 5.56 NATO, with a match grade barrel in 16" length, chambered in .223 wylde, 1 in 8 twist rifling in medium-weight contour. All barrels are threaded in ½ x 28, with an A2 flash hider attached.

The handguards on the PredatAR extend out 14.75”, to suit a larger range of shooting styles. The zero-MOA upper rail provides plenty of room for weapon-mounted night-vision day/night each rifle comes with one, 3” long, MIL-STD-1913 detachable rail section along with a 6-position LaRue RAT Stock and LaRue A-PEG™ Grip.

**Part number**: LTP556-16-k
**Price each**: $3,210.00
**Extended pricing**: $19,260.00

If there are any questions or concerns, the POC for this matter is Julie Crow, crow@LaRue.com

Sincerely,

Mark C. LaRue
President/CEO

**Commissioners Court - Regular Session** **16.**

**Meeting Date:** 02/28/2023

Approval of Purchase for Ballistic Shields from Galls, LLC for the Williamson County Sheriff's Office

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

**Department:** Purchasing

**Agenda Category:** Consent

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## Information

### Agenda Item

Discuss, consider and take appropriate action on approving purchase quote #2023148 for Ballistic Shields from Galls, LLC in the amount of $79,040.00, pursuant to BuyBoard cooperative contract #603-20.

### Background

Approval of this item will support Williamson County Sheriff's Department operations. The quote is attached outlining the items to be purchased. The auditor's office has reviewed this purchase. This expenditure will be charged to grant code 480P. Department contact is Chief Pat Erickson.

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## Fiscal Impact

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

## Attachments

Quote

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## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing (Originator) | Joy Simonton | 02/23/2023 06:29 AM |
| County Judge Exec Asst. | Becky Pruitt | 02/23/2023 08:01 AM |
| Form Started By: Erica Smith | | Started On: 02/21/2023 04:29 PM |
| Final Approval Date: 02/23/2023 | | |

# Quote

Customer: ([redacted]) WILLIAMSON COUNTY SHERIFFS
Date: 02/10/2023
Sales Rep: PAIGE HANKS

Page 1 of 1
Quote Number: [redacted]
Quote Expiration: 03/12/2023

Sold To:
WILLIAMSON CNTY SHERIFFS DEPT
508 S ROCK ST
GEORGETOWN, TX 78626
DANIELLE WHITE

Ship To:
WILLIAMSON CNTY SHERIFFS DEPT
508 S ROCK ST
GEORGETOWN, TX 78626
DANIELLE WHITE

| Line | Item | Description | Qty | Retail | Your Price | Ext Total |
|---|---|---|---|---|---|---|
| 1 | BP3769 BLK | PBE VANGUARD L 21X36 W/VIEWPORT & LIGHT LEVEL III BALLISTIC SHIELD | 4 | | 7,614.12 | 30,456.48 |
| 2 | BP3768 BLK | PBE VANGUARD LEVEL III 20X30 BALLISTIC SHIELD W/VIEWPORT AND LIGHT | 8 | | 6,072.94 | 48,583.52 |
| 3 | IFQUOTE | Item No. TBD<br>BUYBOARD 603-20 TxShare 2021-073 | 1 | | | |

Quote is valid for 30 days

| | |
|---|---|
| SUBTOTAL: | 79,040.00 |
| SHIPPING: | |
| TAX.....: | |
| TOTAL...: | 79,040.00 |

Galls is required to collect sales tax on shipments to certain states. Sales tax will be added where applicable. For tax exempt customers, state laws require us to have signed tax exemption or resale certificates on file at our office. If you are tax exempt, please email or fax this information, (including your Galls account number) to Tax@galls.com or fax 859-268-5946.

Export Restrictions - This may contain commodities restricted in the United States International Trade Regulations.

1340 Russell Cave Rd
Lexington, KY 40505
Tel: 800-876-4242 Fax:877-914-2557

Galls, LLC Invoice Credit Terms and Conditions of Sale

Payment - Invoices for items delivered pursuant to any sales order are payable only in United States currency. You, your business, and/or your agency (the "Buyer") understand that Galls, LLC (the "Seller") may impose and charge a finance charge that is the greater of 1.5% per month or the highest rate allowed by law on any amount which becomes past due and delinquent. Returned checks may be assessed a $25.00 service fee. Additionally, Buyer shall be responsible for all collection costs, court costs, and reasonable attorney's fees in connection with the recovery of delinquent amounts.

All sales are made pursuant to these Credit Terms and Conditions of Sale, and Seller objects to any different or additional terms or conditions contained in Buyer's purchase order or any other document submitted by Seller. Payments may be applied against open balances at the sole discretion of Seller and may be applied across accounts if Buyer has more than one account with Seller. Credit memos are non-refundable and may be applied to open invoices at Seller's sole discretion.

Credit Terms - Any extension of credit is based upon all amounts payable on or before the due date on any written, quoted, or agreed terms, and shall be paid in accordance with such terms. If not paid on or before such date, accounts shall be considered delinquent and subject to the additional finance charges as set forth herein.

Buyer agrees to provide Seller, upon request, with an updated credit application as a condition to the continued extension of credit. Buyer acknowledges and agrees that Seller may utilize outside credit reporting services and financial institutions to obtain information on the Buyer as a condition precedent to or for continued extension of credit. Seller may terminate any credit availability within its sole discretion and without prior notice. Buyer's continued solvency is a precondition to any sale made by Seller.

Delays - Where a specific shipping date is not designated on the face hereof or in a subsequent writing signed by the Seller, the Seller shall not be responsible for any delays, nor shall Seller be liable for any loss or damages resulting from such delays. Seller shall not be liable for any delays in filling this order caused by accidents to machinery, differences with employees, strikes, labor shortage, fire, floods, priorities requested or required by an instrumentality of the United States Government or the government of any state, delays in transportation, restrictions imposed by any federal, state or municipal law or regulation, whether valid or invalid, or causes beyond the control of the Seller.

Warranty - Seller shall pass through to Buyer all manufacturer warranties and return policies applicable to Buyer's order. Seller shall take all reasonable actions to ensure that Buyer receives the benefit of such pass through warranties and return policies. Buyer's sole remedies for any goods sold hereunder shall be as provided in such warranties and return policies and shall be solely against the applicable manufacturer. SELLER, ON BEHALF OF ITSELF, DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, RELATING TO SUCH GOODS.

Restocking - If a cancellation of an order or a return by Buyer is accepted or initiated by Seller and/or the manufacturer, it may be subject to a restocking charge at the discretion of Seller.

Delivery and Transportation - Products sold herein are sold FOB at the place indicated on the face of this sales order unless otherwise agreed to in writing by Seller and Buyer. The method and agency of transportation and the routing will be designated by the Seller. In the event the Buyer requests alternative shipment or routing, all extra packing, shipping and transportation charges thereby resulting will be for the Buyer's account.

Waiver - No provision herein shall be deemed a waiver by reason of any previous waiver, and no breach of any provision shall be deemed a waiver by reason of any previous breach.

Governing Law - The sole jurisdiction and venue shall be the courts of the Commonwealth of Kentucky.

Export Restrictions - This transaction may contain commodities restricted in the United States International Trade Regulations. If at a later date the Buyer decides these commodities will be exported from the United States please reference the United States Department of Commerce Bureau of Industry and Security Export Administration Regulations (15 CFR 730-774), the United States Department of State International Traffic in Arms Regulations (22 CFR 120-130) as well as any other applicable laws. These laws apply to private, commercial, and government agency export transactions. As an exporter, the Buyer will be responsible for compliance with all U.S. laws relating to the export of these items.

*Designates this item is on the Galls GSA Contract (47QSWA21D008H) all other items are OPEN MARKET.

**Commissioners Court - Regular Session** **17.**

**Meeting Date:** 02/28/2023

Approval of Agreement #2023139 FY23 Website License, Support Renewal from DNN, LLC for County Websites via IT Department

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

**Department:** Purchasing

**Agenda Category:** Consent

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## Information

### Agenda Item

Discuss, consider and take appropriate action on approving agreement #2023139 between Williamson County and DNN, LLC for website license, support and renewal, in the amount of $35,532.25, and authorizing execution of the agreement.

### Background

Approval of this item will support the continued operations of the Williamson County websites while the new content management platform is in development. Expected launch of new platform is mid-July. Renewal of this license is required until the transition. Three (3) quotes were solicited for this purchase. This is a content management software for the public facing websites for the County listed below. Term is 03.21.2023 through 03.20.2024. Quote is attached that outlines the software license, maintenance and support fees. IT, Legal, contract audit, and budget have reviewed this purchase. This expenditure will be charged to 01.0100.0503.004505 as per FY23 budget. Department contact is Ben Wassink.

Websites supported:

Williamson County - wilco.org
Road Bond - roadbond.org
Animal Shelter - pets.wilco.org
Williamson Historical Commission - wchc.wilco.org
Adult Probation - adultprobation.net

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## Fiscal Impact

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

## Attachments

Quote

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## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing (Originator) | Joy Simonton | 02/23/2023 09:09 AM |
| County Judge Exec Asst. | Becky Pruitt | 02/23/2023 06:08 PM |
| Form Started By: Erica Smith | | Started On: 02/03/2023 08:48 AM |
| Final Approval Date: 02/23/2023 | | |

# Quote

**Prepared Date** 02/15/2023
**Quote#** [redacted]

**Quote Expires** 02/28/2023
**Billing Schedule** 100% Upon Signature
**Payment Terms** Net 30
**Term Start Date** 03/21/2023
**Term End Date** 03/20/2024

## Service Provider

DNN, LLC
2028 E BEN WHITE BLVD
STE 240-2650
AUSTIN TX 78741
United States

## Customer

Williamson County

## Bill To

Williamson County
301 SE Inner Loop
Suite 105
Georgetown TX 78626
United States

## End User

Williamson County

## Ship To

Williamson County
301 SE Inner Loop
Suite 105
Georgetown TX 78626
United States

| Item | Qty | Item Description |
|---|---|---|
| DNN Production License EVOQ, PROFESSIONAL EDITION, PLATINUM SUCCESS-003 | 1 | DNN Production License EVOQ Content, Platinum Success (per license) |
| DNN-OP-Pro-PRO | 1 | DNN Production License EVOQ Content (per license) |
| DNN-OP-Pro-PLA | 1 | DNN Production License EVOQ Platinum Success (per license) |
| DNN-OP-Non-PRO | 1 | DNN Non-Production License EVOQ Content, Add-On |

**Total Fees Due** **$35,532.25**

| For Customer: | For Service Provider: |
|---|---|
| | Andrew Price<br>Andrew Price (Feb 16, 2023 14:44 CST) |
| **CUSTOMER SIGNATURE** | **SERVICE PROVIDER SIGNATURE** |

Does your company require a PO number indicated on the invoice?

NO. PO IS NOT REQUIRED

YES. PO IS REQUIRED. PO NUMBER (If PO is not yet available, please type “TO FOLLOW”):

# Quote

**Prepared Date** 02/15/2023
**Quote#** [redacted]

Is the bill to address above correct or not?

YES

NO, Indicate the complete address:

Is the ship to address above correct or not?

YES

NO, Indicate the complete address:

Please provide the email address of the contact who needs to receive the invoice:

Please provide the email address of the accounts payable contact for Invoice Status Inquiry:

# Quote

**Prepared Date** 02/15/2023
**Quote#** [redacted]

**Special Terms**

This Quote is governed by the terms and conditions previously executed by the parties (the "Master Agreement"). Notwithstanding anything contained in the Master Agreement, the parties agree as follows:

1. Customer agrees to pay the Total Fees Due in accordance with the Billing Schedule and Payment Terms indicated above. Invoices will be sent by electronic delivery unless Customer requests otherwise; in which case, additional fees will apply. Customer's obligations may not be canceled or reduced prior to expiration of the Term.
2. The provisions of this Quote and the Master Agreement constitute the entire agreement between the parties regarding the subject matter hereof and supersede all proposals, prior agreements, oral or written, and all other communications with respect thereto. No terms and conditions on any purchase order or other document exchanged by the parties will be deemed to modify or amend this Quote and the Master Agreement.
3. SUBJECT TO EARLY TERMINATION IN ACCORDANCE WITH THE MASTER AGREEMENT, THE TERM WILL AUTOMATICALLY RENEW FOR THE SAME TERM PERIOD AS THE TERM INDICATED ABOVE AT SERVICE PROVIDER'S THEN-CURRENT RATES, UNLESS CUSTOMER NOTIFIES SERVICE PROVIDER IN WRITING OF CUSTOMER'S INTENT NOT TO RENEW AT LEAST SIXTY (60) DAYS PRIOR TO THE EXPIRATION OF THE THEN-CURRENT TERM.
4. At the direction and sole discretion of Service Provider, affiliates of Service Provider (the "Service Provider Affiliates") may perform certain tasks related to Service Provider's obligations and rights under this Quote and the Master Agreement, including, but not limited to, invoicing, payment, technical support, project management and/or sales support. Customer hereby consents to the Service Provider Affiliates' role. Customer further agrees and acknowledges that Service Provider and Customer are the only parties to this Quote and the Master Agreement, and that any action taken by Service Provider Affiliates in connection with the performance of Service Provider's obligations under this Quote and the Master Agreement will not give rise to any cause of action against the Service Provider Affiliates, regardless of the theory of recovery. Service Provider shall at all times retain full responsibility for its Service Provider Affiliates' compliance with the applicable terms and conditions of this Quote and the Master Agreement.
5. The Customer will pay all import duties, levies or imposts, and all goods and services sales, use, value added or property taxes of any nature, assessed upon or with respect to the Agreement(s). In the event that Customer is tax exempt, it shall furnish appropriate documentation to Service Provider to demonstrate such tax exempt status. If the Customer is required by law to make any deduction or to withhold from any sum payable to the Service Provider by the Customer hereunder, then the sum payable by the Customer upon which the deduction or withholding is based shall be increased to the extent necessary to ensure that, after such deduction or withholding, the Service Provider receives and retains, free from liability for such deduction or withholding, a net amount equal to the amount the Service Provider would have received and retained in the absence of such required deduction or withholding. If the Customer is required by law to make any such deduction or withholding, the Customer shall promptly effect payment thereof to the applicable tax authorities. The Customer shall also promptly provide the Service Provider with official tax receipts or other evidence issued by the applicable tax authorities sufficient to enable the Service Provider to support a claim (if applicable) for income tax credits in the Service Provider's applicable taxable country.
6. This Quote may be executed in counterparts, each of which will be deemed an original but all of which together constitute one and the same instrument. An electronic signature of such will constitute execution by such signatory. In the event of any conflict between the terms of this Quote and the terms of the Master Agreement, the terms of this Quote shall control.

BY AFFIXING THE SIGNATURE OF THE AUTHORIZED REPRESENTATIVE OF CUSTOMER TO THIS QUOTE, BY HAND OR ELECTRONICALLY, CUSTOMER IS AGREEING TO BE BOUND BY THE TERMS OF THIS **QUOTE** AND THE **MASTER AGREEMENT**.

**Signature:**

**Email:**

**Commissioners Court - Regular Session** **18.**

**Meeting Date:** 02/28/2023

Renewal #4 (Final) for Contract #1612-131 Payroll Services for Existing Temporary Labor Elections Department

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

**Department:** Purchasing

**Agenda Category:** Consent

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## Information

### Agenda Item

Discuss, consider and take appropriate action on approving the extension of contract #1612-131 Payroll Services for Existing Temporary Labor, renewal period four (4), for the same pricing, terms and conditions as the existing contract that was awarded to Evins Personnel Consultants, Inc., DBA Openwork, for the 12-month term of April 19, 2023 – April 18, 2024, and authorizing execution of the renewal agreement.

### Background

This is the fourth and final extension for this contract. The Election Services Department has confirmed the vendor met all of the County requirements on this contract and requests renewal. The Funding Sources are 01.0100.0492.004100, 01.0375.0375.004100, 01.0376.0376.004100 and 01.0377.0377.004100. The department Point of Contact is Chris Davis and Vikki Farrow.

---

## Fiscal Impact

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

## Attachments

Renewal #1

Renewal #2

Renewal #3

Original Contract 2017

Renewal #4

---

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing (Originator) | Joy Simonton | 02/23/2023 05:18 AM |
| County Judge Exec Asst. | Becky Pruitt | 02/23/2023 07:57 AM |
| Form Started By: Kim Chappius | | Started On: 02/15/2023 11:59 AM |
| Final Approval Date: 02/23/2023 | | |

# Summary Agreement for Renewal of Williamson County Contract

| | | | |
|---|---|---|---|
| **Purchase/Contract Type:** | Services | **Department:** | Elections |
| **Vendor Name:** | Evins Personnel Consultants, Inc. | | |
| **Vendor Address:** | 2013 W. Anderson Ln. Austin, TX 78757 | | |
| **Purpose/Intended Use of Product or Service (summary):** | | | |
| Payroll Services for Referred and Existing Labor for Elections | | | |
| **P.O./Contract Number:** | 1612-131 | **Effective Date:** | 04/19/2020 |
| **Purchaser/Contract Specialist:** | Dianne West | **Expiration Date:** | 04/18/2021 |
| **Requested By:** | Jenifer Favreau, Deputy Elections Administrator | | |

**Detailed description of renewal of product and/or service.**

- **Williamson County wishes to extend this bid/proposal for the same pricing, terms and conditions as the existing contract.**
- PLEASE INCLUDE THE FOLLOWING:
  - Completed Texas Ethics Commission FORM 1295; AND
  - Renewed Certificate of Insurance
- **Extend Contract for the 1st of four (4) one year renewal option periods:**

| | |
|---|---|
| Renewal Option Period 1 | April 19, 2020 – April 18, 2021 |
| Initial Contract Period | April 19, 2017 – April 18, 2020 |

**BY SIGNING BELOW, THE PARTIES AGREE TO THE TERMS OF EXTENSION SET OUT HEREIN**

Vendor Evins Personnel Consultants Inc.

Name JEFF Evins

Title V.P.

Signature

Date 3/28/2020

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

Bill Gravell

Williamson County Judge

Signature Judge Bill Gravell Jr. (Apr 7, 2020)

Date Apr 7, 2020

# Summary Agreement for Renewal of Williamson County Contract

| | | | |
|---|---|---|---|
| **Purchase/Contract Type:** | Services | **Department:** | Elections |
| **Vendor Name:** | Evins Personnel Consultants, Inc. | | |
| **Vendor Address:** | 2013 W. Anderson Ln. Austin, TX 78757 | | |
| **Purpose/Intended Use of Product or Service (summary):** | | | |
| Payroll Services for Referred and Existing Labor for Elections | | | |
| **P.O./Contract Number:** | 1612-131 | **Effective Date:** | 04/19/2021 |
| **Purchaser/Contract Specialist:** | Dianne West | **Expiration Date:** | 04/18/2022 |
| **Requested By:** | Jenifer Favreau, Deputy Elections Administrator | | |

**Detailed description of renewal of product and/or service.**

- **Williamson County wishes to extend this bid/proposal for the same pricing, terms and conditions as the existing contract.**
- PLEASE INCLUDE THE FOLLOWING:
  - Completed Texas Ethics Commission FORM 1295; AND
  - Renewed Certificate of Insurance
- **Extend Contract for the 2nd of four (4) one year renewal option periods:**

| | |
|---|---|
| Renewal Option Period 2 | April 19, 2021 – April 18, 2022 |
| Renewal Option Period 1 | April 19, 2020 – April 18, 2021 |
| Initial Contract Period | April 19, 2017 – April 18, 2020 |

**BY SIGNING BELOW, THE PARTIES AGREE TO THE TERMS OF EXTENSION SET OUT HEREIN**

Vendor Evins Group, LLC

Name Jeff Evins

Title President

Signature

Date 3-16-2021

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

Bill Gravell

Williamson County Judge

Signature Bill Gravell Jr. (Mar 30, 2021 13:34 CDT)

Date Mar 30, 2021

# Agenda item #34, 03.30.2021, Renewal 2 Payroll Services, Evins Personnel Consultants

Final Audit Report 2021-03-30

| | |
|---|---|
| Created: | 2021-03-30 |
| By: | Kerstin Hancock (khancock@wilco.org) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAoSR-o-LRflzszByP16LKGNJYbOwqX9DO |

## "Agenda item #34, 03.30.2021, Renewal 2 Payroll Services, Evins Personnel Consultants" History

Document created by Kerstin Hancock (khancock@wilco.org)
2021-03-30 - 3:59:34 PM GMT- IP address: 66.76.4.65

Document emailed to aschiele@wilco.org for delegation
2021-03-30 - 4:00:12 PM GMT

Email viewed by aschiele@wilco.org
2021-03-30 - 4:28:01 PM GMT- IP address: 104.47.64.254

Document signing delegated to Bill Gravell Jr. (bgravell@wilco.org) by aschiele@wilco.org
2021-03-30 - 4:28:13 PM GMT- IP address: 66.76.4.65

Document emailed to Bill Gravell Jr. (bgravell@wilco.org) for signature
2021-03-30 - 4:28:13 PM GMT

Email viewed by Bill Gravell Jr. (bgravell@wilco.org)
2021-03-30 - 6:33:57 PM GMT- IP address: 104.47.64.254

Document e-signed by Bill Gravell Jr. (bgravell@wilco.org)
Signature Date: 2021-03-30 - 6:34:10 PM GMT - Time Source: server- IP address: 66.76.4.65

Agreement completed.
2021-03-30 - 6:34:10 PM GMT

POWERED BY
Adobe Sign

WILLIAMSON COUNTY

Purchasing Department

# Summary Agreement for Renewal of Williamson County Contract

| | | | |
|---|---|---|---|
| **Contract Number:** | 1612-131 | **Department:** | Elections |
| **Vendor Name:** | Evins Personnel Consultants, Inc | | |
| **Purpose/Intended Use of Product or Service (summary):** | | | |
| Payroll Services for Referred and Existing Labor for Elections | | | |
| **Type of Contract:** | RFP | **Start Date: 4/19/2022** | |
| **Purchasing Contact:** | Kim Chappius | **End Date: 4/18/2023** | |
| **Department Contact:** | Arlaine Decrevel | | |

- **Williamson County wishes to extend this bid/proposal for the same pricing, terms, and conditions as the existing contract.**
- PLEASE INCLUDE THE FOLLOWING:
  - COMPLETED 1295 FORM; AND
  - RENEWED INSURANCE CERTIFICATE IF IT WAS REQUIRED IN BID/PROPOSAL.
- **Extend Contract for the 3rd of four (4) one (1) year renewal option periods:**

| | |
|---|---|
| Renewal Option Period 3 | April 19, 2022 – April 18, 2023 |
| Renewal Option Period 2 | April 19, 2021 – April 18, 2022 |
| Renewal Option Period 1 | April 19, 2020 – April 18, 2021 |
| Initial Contract Period | April 19, 2017 – April 18, 2020 |

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

Vendor Evins Group LLC dba Evins Personnel Consultants

Name Arlaine Decrevel

Title Chief Executive Officer

Signature Arlaine Decrevel

Date March, 23, 2022

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

Bill Gravell, Jr

Williamson County Judge

Signature Bill Gravell (Apr 5, 2022 13:08 CDT)

Date Apr 5, 2022

**THE STATE OF TEXAS** §

**COUNTY OF WILLIAMSON** §

# SERVICES CONTRACT
## (RFP#1612-131 Payroll Services for Temporary Labor for Elections)

**THIS SERVICES CONTRACT** (hereinafter "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 **Evins Personnel Consultants, Inc., 2013 W. Anderson Ln., Austin, Texas 78757**, (hereinafter "Service Provider"). 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:

**A. As described in RFP#1612-131 Payroll Services for Temporary Labor for Elections and the Service Provider's Proposal Response, signed and dated January 30, 2017, which are incorporated herein as if copied in full.**

Should The County choose to add services in addition to those described in RFP#1612-131 and Service Provider's Proposal Response, such additional services shall be described in a separate written amendment to this Contract wherein the additional services shall be described and the parties shall set forth the amount of compensation to be paid by The County for the additional services. Service Provider shall not begin any additional services and The County shall not be obligated to pay for any additional services unless a written amendment to this Contract has been signed by both parties.

## II.

**Effective Date and Term:** This contract shall be in full force and effect when signed by all parties and shall continue for an initial term of thirty-six (36) months. The County Reserves the right to extend pursuant to paragraph 1.6 of Additional Stipulation set forth in RFP#1612-131.

This contract may be terminated pursuant to paragraph X below.

## III.

**Consideration and Compensation:** Service Provider will be compensated based on a fee schedule set forth in **"Cost Proposal Appendix A," which is part of Service Provider's Proposal Response**. Additionally, 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. RFP#1612-131 Payroll Services for Temporary Labor for Elections;**

**B. Service Provider's Proposal Response, signed and dated January 30, 2017; and**

**C. Any required insurance certificates evidencing required coverages.**

The County reserves the right and discretion (pursuant to public policy and Texas Constitutional principles) to determine applicable provisions where there is any conflict between this Contract and any of the above-referenced contract documents/exhibits or incorporated documents.

**VI.**

**No Agency Relationship & Indemnification**: It is understood and agreed that Service Provider shall not in any sense be considered a partner or joint venturer with The County, nor shall Service Provider hold 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. The County will not be liable for any loss, cost, expense or damage, whether

indirect, incidental, punitive, exemplary, consequential of any kind whatsoever for any acts by Service Provider or failure to act relating to the services being provided.

## VII.

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

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

## VIII.

**No Waiver of Sovereign Immunity or Powers:** Nothing in this 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 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 seven (7) days written notice thereof.

## 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 work space 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 Clause:** Service Provider agrees to act in good faith in the performance of this Contract.

**XVI.**

**No Assignment:** Service Provider may not assign this Contract.

**XVII.**

**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:**

County Judge

DAN A GATTIS
Printed Name

Date: 04-19, 2017

**SERVICE PROVIDER:**

Mary E. Evans
Authorized Signature

MARY E EVANS
Printed Name

Date: 3/28/17, 2017

**(Incorporated Documents)**

WILLIAMSON COUNTY
1848

Purchasing Department

# Summary Agreement for Renewal of Williamson County Contract

| | | | |
|---|---|---|---|
| **Contract Number:** | 1612-131 | **Department:** | Elections |
| **Vendor Name:** | Evins Personnel Consultants, Inc DBA Openwork | | |
| **Purpose/Intended Use of Product or Service (summary):** | | | |
| Renewal #4-Payroll Services for Referred and Existing Labor for Elections | | | |
| **Type of Contract:** | RFP | **Start Date:** | 4/19/2023 |
| **Purchasing Contact:** | Kim Chappius | **End Date:** | 4/18/2024 |
| **Department Contact:** | Chris Davis | | |

- **Williamson County wishes to extend this bid/proposal for the same pricing, terms, and conditions as the existing contract.**
- PLEASE INCLUDE THE FOLLOWING:
  - COMPLETED 1295 FORM; AND
  - RENEWED INSURANCE CERTIFICATE IF IT WAS REQUIRED IN BID/PROPOSAL.
- **Extend Contract for the 4th and final renewal option periods:**

| | |
|---|---|
| Renewal Option Period 4 | April 19, 2023 – April 18, 2024 |
| Renewal Option Period 3 | April 19, 2022 – April 18, 2023 |
| Renewal Option Period 2 | April 19, 2021 – April 18, 2022 |
| Renewal Option Period 1 | April 19, 2020 – April 18, 2021 |
| Initial Contract Period | April 19, 2017 – April 18, 2020 |

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

Vendor Openwork

Name Arlaine Decrevel

Title Regional Vice President

Signature Arlaine Decrevel

Date 02/08/2023

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

Bill Gravell, Jr

Williamson County Judge

Signature_____

Date _____

**Commissioners Court - Regular Session** **19.**

**Meeting Date:** 02/28/2023

Amendment #1 to OmniBallot Agreement with Democracy Live, Inc. for the Elections

**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 Amendment #1 between Williamson County and Democracy Live, Inc. to extend the agreement term, and authorizing execution of the amendment.

### Background

Approval of this item will support the operations of the Williamson County Elections department through continued use of the OmniBallot online products and services. Democracy Live provides the County a PDF ballot delivery system that enables qualified voters to access return materials and a PDF of the appropriate ballot style. The voter prints the PDF locally, marks the paper ballot, and subsequently returns the completed ballot to the County. Process is Uniformed and Overseas Citizens Absentee Voting Act (UOCAVA) compliant. Amendment #1 extends the term through December 31st, 2027. IT, legal, contract audit, and budget have reviewed the amendment. Products and services will be provided at the same pricing as original contract, $9,000 annually. The Department obtained three quotes for this service. This expenditure will be charged to 01.0100.0492.004506 as per FY23 budget. Department contact is Chris Davis.

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## Fiscal Impact

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

## Attachments

Agreement

Amendment 1

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## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing (Originator) | Joy Simonton | 02/23/2023 05:31 AM |
| County Judge Exec Asst. | Becky Pruitt | 02/23/2023 07:59 AM |
| Form Started By: Erica Smith | | Started On: 02/21/2023 02:12 PM |
| Final Approval Date: 02/23/2023 | | |

# OmniBallot Online UOCAVA Solution AGREEMENT

This Agreement is entered into on the date last signed below, by and between the Williamson County Elections Department (hereinafter "Customer") with offices at 301 SE Inner Loop Ste 104 Georgetown, TX 78626 and Democracy Live, Inc., (hereinafter, "Democracy Live") a Delaware Corporation with offices at 35050 SE Douglas Street, Suite 200 Snoqualmie, WA 98065.

Whereas, it is necessary and desirable that Democracy Live be retained for the purpose of providing Customer with a fully compliant UOCAVA MOVE Act solutions through OmniBallot Online ("UOCAVA Solution"), available to all Customer's qualified voters.

**Now, therefore, it is agreed by the parties to this Agreement as follows:**

1. **Exhibits and Attachments:** The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:
    a. Exhibit A- Payments and Fees
    b. Exhibit B- Statement of Work
    c. Exhibit C- Support and Maintenance

2. **Services to be performed by Contractor:** In consideration of the payments set forth in this Agreement and in Exhibit A, Democracy Live shall perform the services for Customer in accordance with the terms, conditions, and specifications set forth in this Agreement and Exhibit B. Nothing in this Agreement shall be construed to prevent Democracy Live from granting any other licenses or subscriptions to the use of the UOCAVA Solution in any matter whatsoever.

3. **Term:** This Agreement shall become effective on the date last signed below and shall remain in effect through December 31, 2022 ("Initial Term"). After the Initial Term the Agreement may be renewed by a written amendment signed by both parties. After the Initial Term Democracy Live reserves the right to raise the subscription fee to reflect current market rates, subject to approval of the Williamson County Commissioners Court.

4. **Payment:** Customer will pay Democracy Live the Subscription Fee ("Subscription Fee") in accordance with the Fee Schedule presented in Exhibit A ("Fee Schedule").
    **i. Texas Prompt Payment Act Compliance:** Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date Customer receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by Customer in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of Customer's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one

percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

5. **Termination:** This Agreement may be terminated by Democracy Live or Customer at any time without a requirement of good cause upon sixty (60) days advance written notice to the other party. Notwithstanding any other provision of this Agreement, the Agreement cannot be terminated between sixty (60) days prior to an Election Day (commonly known as E-60) and Election Day.

   **5.1 Breach:** If either party defaults in the performance of, or fails to perform, any material obligation of this Agreement and the default or failure is not remedied within sixty (60) days ( or ten (10) days in the case of any payment obligations under Exhibit A) after receipt of written notice from the non-defaulting party, then the non-defaulting party will have the right (i) to terminate this Agreement by giving written notice to the defaulting party and (subject to the dates above in Paragraph 5) (ii) to avail itself to any and all other rights and remedies which it may be entitled by law or equity.

   **5.2 Effect of Termination:** In the event that this Agreement should be terminated, Democracy Live shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment. Said payment shall be computed in accordance with Exhibit A hereto.

   **5.3 Survival:** In addition to any payment obligations, sections 8, 9, and 10 shall survive the termination of this Agreement.

6. **Ownership:** The parties hereby agree OmniBallot Online and the UOCAVA Solution are the sole property of Democracy Live and Customer acquires no rights to the UOCAVA Solution and OmniBallot Online except for the subscription granted under this Agreement.

7. **Representations and Warranties:** Democracy Live Represents and Warrants to Customer that: It has all necessary rights and authority to execute and deliver the services and perform its obligations hereunder and to grant the rights granted under this Agreement to Customer; the goods and services provided by contract under this Agreement, including the Software and Intellectual Property provided hereunder, are original to Democracy Live, or its subcontractors, or parties; and the software, products and services as delivered as part of the system will not infringe or otherwise violate any applicable rule or regulation.

   **7.1** Except as expressly stated in this Agreement, there are no warranties express or implied, including but not limited to the implied warranty of fitness for a particular purpose, of merchantability or warranty of no infringement of third party property rights.

7.2 DEMOCRACY LIVE DOES NOT REPRESENT OR WARRANT THAT OMNIBALLOT ONLINE WILL OPERATE ERROR-FREE OR UNINTERRUPTED AND THAT ALL PROGRAM ERRORS IN OMNIBALLOT ONLINE CAN BE FOUND IN ORDER TO BE CORRECTED. NOR DOES DEMOCRACY LIVE MAKE ANY WARRANTIES REGARDING THE ACCURACY, RELIABILITY, OR CURRENCY OF ANY INFORMATION CONTENT.

8. **Limitation of Liability:** TO THE EXTENT AUTHORIZED UNDER TEXAS LAW EACH PARTY'S LIABILITY TO DAMAGES TO THE OTHER PARTY ARISING OUT OF THE SUBJECT MATTER OF THIS AGREEMENT SHALL NOT EXCEED THE MAXIMUM AMOUNT PAYABLE UNDER THIS AGREEMENT. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, OR SPECIAL DAMAGES, DAMAGES WHICH ARE UNFORESEEABLE TO THE PARTIES AT THE TIME OF CONTRACTING, DAMAGES WHICH ARE NOT PROXIMATELY CAUSED BY A PARTY, SUCH AS LOSS OF ANTICIPATED BUSINESS, OR LOSS PROFITS, INCOME, GOODWILL OR REVENUE IN CONNECTION WITH ARISING OUT OF THE SUBJECT MATTER OF THIS AGREEMENT.

9. **Indemnification:** Democracy Live will defend, indemnify, and hold harmless Customer against any and all third-party claims, actions, proceedings and suits and all related liabilities, damages, settlements, penalties, fines, costs or expenses (including without limitation reasonable attorneys' fees and other litigation expenses) incurred by Customer, arising out of or relating to any actual infringement of any U.S. issued patent or copyright by Democracy Live or misappropriation of any trade secret of any third party by Democracy Live and the Software ("Intellectual Property Infringement").

   **Conditions of Indemnification.** The indemnification obligations under this Section 9 are conditioned on Customer's compliance with the following: (a) Customer will provide to Democracy Live prompt written notice of any claim after Customer's receipt of notice of the claim or initial awareness thereof; (b) Customer will grant to Democracy Live, and Democracy Live will have, the sole and exclusive right to defend any claim and make settlements thereof at Democracy Live's own discretion; and (c) Customer will give, at Democracy Live's expense, the assistance and information that Democracy Live reasonably requires to settle or defend the claims. Customer may, however, participate in the defense or settlement of any claim at its own expense and with its own choice of counsel.

10. **Confidentiality:** To the extent authorized under Texas Law, each party agrees that the terms and conditions of this Agreement and any information concerning either party's marketing plans, existing or future products, and any other confidential business or technical information, and all information declared confidential by either party, disclosed in furtherance of this Agreement shall be held in strict confidence and shall not be disseminated or disclosed without express written consent of the other party, except as otherwise provided in this Agreement. If a party is directed to disclose any material proprietary to the other party in conjunction with a judicial proceeding, arbitration or otherwise by law, then the party so directed shall notify the other party both in writing and orally immediately. This provision will survive cancellation or termination of this Agreement for a period of three (3) years. The parties agree that Customer may be required to release confidential information to the public pursuant to the requirements of the State of Texas.

11. **Assignment:** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set forth in this Agreement without prior written consent of the other party, which consent shall not be unreasonably withheld. This Agreement will be binding upon, inure to the benefits of and be enforceable by the parties hereto and their respective successors and assigns.

12. **Miscellaneous:**

**12.1 Independent Contractor:** Nothing in this Agreement will be construed as creating any relationship between Democracy Live and Customer, other than that of independent contractor and customer or licensee and licensor. This Agreement is not intended to be nor will be construed as a joint venture, association, partnership, franchise, or other form of business organization or agency relationship. Neither party will have the right, power or authority to assume, create or incur any expense, liability, or obligation, expressed or implied, on behalf of other except as expressly provided herein.

**12.2 Law and Venue:** This Agreement will be interpreted, construed and enforced in all respects in accordance with the laws of the State of Texas, USA.

**12.3 Notices:** Unless otherwise agreed by the parties, all notices required under this Agreement will be in writing and deemed effective when received by (a) personal delivery, (b) internationally recognized courier or (c) certified mail, return receipt requested at the address written above.

**12.4 Severability:** In the event any provision of this Agreement is determined to be invalid or unenforceable, the remainder of this Agreement shall remain in force as if such provision were not.

**12.5 Force Majeure:** Neither Party will be in default or otherwise liable for any delay in or failure of its performance under this Agreement if the delay or failure

arises by any reason beyond its reasonable control, including any act of God, any acts of the common enemy, the elements, earthquakes, floods, fires, epidemics, riots, or mechanical failures or delay in transportation or commercial communications; provided however, that lack of funds will not be deemed to be a reason beyond a Party's reasonable control. The Parties will promptly inform and consult with each other as to any of the above causes, which in their judgment may or could be the cause of a delay in the performance of this Agreement.

**12.6 Counterparts:** This Agreement may be executed in one or more counterparts and by facsimile, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

**12.7 Entire Agreement:** This Agreement, including the attachments to this Agreement, is the Parties' entire agreement relating to the UOCAVA Solution, OmniBallot Online, and Documentation. It supersedes all prior or contemporaneous oral or written communications, proposals, sales orders, or conditions between the parties relating to its subject matter. No modification or amendment to this Agreement will be binding unless in writing and signed by an authorized representative of each Party.

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

# DEMOCRACY LIVE, INC.

**Software License And Service Agreement**

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Agreement and all Attachments hereto as of the Effective Date.

Democracy Live, Inc:

DEMOCRACY LIVE, INC.

By: _____

Name: Bryan Finney

Title: CEO

Date: 12/17/19

County of Williamson

COUNTY OF WILLIAMSON

By: _____

Name: Bill Gravell Jr.

Title: County Judge

Date: January 7, 2020

# EXHIBIT A - Payment and Fees

## I. Fees:

A. **Annual Subscription Fee (beginning January 2020):** For each year this Agreement is in effect County will pay an Annual Subscription Fee of nine thousand dollars ($9,000). The Annual Fee will be invoiced on January 1st of each year this Agreement is in effect. The first Annual Fee will be invoiced on January 1st, 2020.

## II. Payment:

**(A)** All Payment under this Agreement shall be sent to Democracy Live, Inc., 2900 NE Blakely Street Suite B, Seattle, WA 98105

**(B)** All invoices under this Agreement shall be sent to Williamson County Elections Department Attn: Jenifer M. Favreau, 301 SE Inner Loop Ste 104, Georgetown, TX 78626.

# EXHIBIT B - Statement of Work

For as long as this Agreement is in effect Democracy Live agrees to provide Customer with OmniBallot Online Products and Services as described below:

## I. Products and Services

- **UOCAVA – PDF Delivery**
  - Democracy Live will deliver to Customer a PDF ballot delivery system that enables the voter to access return materials and a PDF of the appropriate ballot style.
  - The voter prints the PDF locally, marks the paper ballot, and subsequently returns the completed ballot to the County.

- **Languages Included**
  - English
  - Spanish

- **Technical Specifications**
  - Does not require the installation of special software
  - Compatible with (but not limited to) the most recent two versions of all major browsers (Chrome, Edge, Firefox, Internet Explorer, Safari) on the most recent two versions of Windows and macOS.
  - Supports virtually unlimited number of ballot styles

## II. Democracy Live Services

- **Training**

  Democracy Live will deliver online orientation and training that includes:
  - Defining key points of contact for contract management and technical support for Customer and Democracy Live
  - Identification and addition of Customer system administrators and roles
  - Introduction to written, training tools and materials
  - Demonstration and training on self-management of Voter Registration (VR) file updates
  - Demonstration and training on Quality Assurance (QA) testing, including ballot review and walk-through of voter experience
  - Explanation of all available report modules and access to raw data logs
  - Detailed description of all required data files from the Customer, including required format. Example files and data templates provided as learning tools.
  - Overview of the election management workflow, including preparation of data files, time-lines, system configuration, quality assurance testing, election deployment and close-out

- Explanation of County self-managed email center system for optional use by County. County understands Democracy Live does not send emails on behalf of County to voters.
- Establishment of an elections calendar to cover all scheduled elections throughout the entire contract period and agreement on methodology for managing unscheduled events (special elections, etc.)
- Democracy Live will perform a refresher training orientation at the Customer's request once during every 12 month period. Democracy Live will perform additional training at the request of Customer for an agreed upon service fee in a writing signed by both parties.

- **Configuration and Support Services**
  - **Election Data Preparation**
    - Democracy Live will provide support to Customer in the preparation and review of required data files for system configuration, including:
      - Structured data files, if used
      - Ballot PDFs
      - Ballot style mapping spreadsheet in .csv format
      - Comprehensive VR file in CSV or TXT format, as applicable
      - Ballot return materials in PDF format
      - Definition of desired overlays and placement on materials
  - **System Configuration**
    - Democracy Live will configure all contracted services utilizing Customer data in accordance with established timelines.
    - Democracy Live will provide QA testing links that will enable the Customer to review/approve all work before the system is activated and made available to voters.
    - QA Testing includes:
      - Quick Review- A list of each ballot style in an election, its ballot content and all associated precincts.
      - Voter QA Testing- A review of the end-to-end voter experience to review workflow and confirm delivery of correct ballot content. This testing will not affect voter usage statistic reports.
    - Democracy Live will activate contracted services upon completion of review and written approval of content by Customer.

- **Election Maintenance Through Election Day**
  - Democracy Live will assign Customer a Technical Accounts Manager to serve as the primary point of contact for all service issues.
  - Democracy Live will provide ongoing issue response/customer support, as detailed in the Service Level Agreement (SLA), to respond to any identified issues, questions or requested content edits

- Democracy Live will perform all VR updates after initial product activation, as applicable

- **Post-Election Tasks**
  - Democracy Live will assist customer with post-election reports, as needed.
  - Democracy Live will archive election-related data for an agreed upon period.
  - Democracy Live will "purge" election-related data from any Democracy Live-maintained systems upon written request of Customer.

## III. Customer Requirements

- **In order to guarantee an on-time Go Live Date the County agrees too:**
  - Complete onboarding orientation with Democracy Live.
  - Provide complete and accurate election data in required format a minimum of ten business days prior to product launch dates. *Failure to provide data in identified format or in accordance with established timelines may result in product launch delays.*
  - Complete review and QA testing of all products before launch.
  - Send written approval of system (e-mail) to authorize activation of system features.
  - Perform all VR updates after initial product launch, as applicable
  - Notify Democracy Live of any changes to language requirements as soon as practicable.
  - Notify Democracy Live of any changes to election calendar as soon as practicable.
  - Notify Democracy Live of changes to system administrators (addition/deletion).
  - Notify Democracy Live of changes to key personnel assigned to system administration/support.
  - All data must be uploaded to https://upload.liveballot.com. Any data delivered outside of this website may not be accepted by Democracy Live and will not be considered delivered in accordance with the ten business day requirement.

# EXHIBIT C – Support and Maintenance

Democracy Live business hours are **9:00 am to 5:00 p.m.** Central Time, Monday through Friday. During these hours, an assigned account manager will be available.

Democracy Live is committed to providing the highest level of support to Customer throughout the Term of this Agreement. Democracy Live will perform the following Service Levels, as applicable, in connection with this Agreement.

Democracy Live acknowledges that support requests may be submitted by either the town officials operating the system or Elections Division staff administering the system.

**Election Calendar Period through Election Certification** – Concurrent with the expected period configuring and testing the Solution between 60 and 45 days prior to election day, and through the final certification of the election, Democracy Live will respond to issues reported by email at support@democracylive.com or phone (855-655-VOTE), within one hour, 7 days a week, 24 hours a day. Upon notification to the company's Customer Support System the issue will be immediately routed to the appropriate operational personnel, and a case will be opened and managed through satisfactory resolution of the reported issue.

**Off Peak Times** – During the relatively quiet periods between the certification of the most recent election, and the configuration of the next, Democracy Live will respond to issues reported by email support@democracylive.com or phone (855-655-VOTE) within one hour, available during normal business hours eastern standard time. Upon notification to the company's Customer Support System the issue will be immediately routed to the appropriate operational personnel, and a case will be opened and managed through satisfactory resolution of the reported issue.

**Support** - For as long as Customer has paid all applicable fees and is in compliance with all the terms of this Agreement, including as set forth in the Attachments, and as long as this Agreement is in effect, Democracy Live will provide Support and Maintenance as described in Exhibit C. Notwithstanding anything to the contrary in this Agreement, Democracy Live will not provide Support and Maintenance for: (a)Any products other than the Software provided by Democracy Live under this Agreement; (b)Any modifications to Software not made by Democracy Live or a third party authorized in writing by Democracy Live to make modifications; or (c) Any use of Software that is not in accordance with this Agreement, the documentation or other written instructions provided by Democracy Live.

# Amendment #1 To Agreement By and Between Williamson County Elections Department & Democracy Live, Inc.

This Amendment is entered into by Williamson County Elections Department, acting by and through Williamson County, Texas ("Customer"), and Democracy Live, Inc. This is an Amendment to the OmniBallot Online Agreement ("Agreement") between Customer and Democracy Live, effective January 7th, 2020.

WHEREAS, the parties to the Agreement wish to amend the Agreement to extend the Agreement Term, as set forth below,

NOW THEREFORE, Customer and Democracy Live hereby agree to amend the Agreement in the following manner:

1. Section 3 Term shall be amended by adding the following section below:

   ***Term:*** *This Agreement shall be extended for an additional term effective on January 1st, 2023 and shall remain in effect through December 31st, 2027 ("Extended Term."). After The Extended Term, the Agreement may be renewed by written amendment signed by both parties. After the Extended Term Democracy Live reserves the right raise subscription fees to reflect current market rates.*

***All other terms and conditions of the original Agreement shall remain in full force and effect.***

The parties have executed this Amendment #1 by their authorized representatives as of the data set forth below:

| Democracy Live, Inc. | Williamson County, Texas |
|---|---|
| By: Felicia Erlich | By: _____ |
| Name: Felicia Erlich | Name: _____ |
| Date: 1/25/2023 | Date: _____ |

**Commissioners Court - Regular Session** **20.**

**Meeting Date:** 02/28/2023

RFQ #T2086 Materials and Geotechnical Testing at Juvenile Justice Center Addition Geologic

**Submitted For:** Joy Simonton **Submitted By:** Johnny Grimaldo, Purchasing

**Department:** Purchasing

**Agenda Category:** Consent

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## Information

### Agenda Item

Discuss, consider, and take appropriate action on approving a Professional Services Agreement (PSA) through RFQ #T2086 for Materials Testing at the Juvenile Justice Center Addition for Geologic Assessment & Geotechnical Services to the most qualified firm, ECS Southwest, LLP, in the amount up to $34,900.00 and authorize execution of the agreement. Funding Source is P578.

### Background

ECS Southwest, LLC is recommended for award through RFQ #T2086 Materials and Geotechnical Testing which established a pre-qualified consultant pool to be contracted on an as-needed basis. ECS Southwest, LLP is being recommended for this project due to their experience in the noted field. The funding source is P578. The department point of contact is Angel Gomez.

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## Fiscal Impact

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

## Attachments

PSA ECS

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## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing (Originator) | Joy Simonton | 02/23/2023 05:06 AM |
| County Judge Exec Asst. | Becky Pruitt | 02/23/2023 07:46 AM |
| Form Started By: Johnny Grimaldo | | Started On: 02/08/2023 10:38 AM |
| Final Approval Date: 02/23/2023 | | |

# AGREEMENT FOR GEOTECHNICAL ENGINEERING SERVICES

**PROJECT:** **Juvenile Justice Center Addition Geologic Assessment & Geotechnical Services** ("Project")

**GEOTECHNICAL/ ENGINEER:** **ECS Southwest, LLP** ("Test Engineer")
David Hill, P.E., P.G., Environmental Associate Principal
14050 Summit Dr; Suite 100
Austin, TX 78728

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

**THIS AGREEMENT FOR GEOTECHNICAL ENGINEERING AND CONSTRUCTION MATERIALS TESTING SERVICES** ("Agreement") is made and entered into effective as of the latest date of the signatories indicated at the conclusion of this document (the "Effective Date"), by and between **Williamson County, Texas** a political subdivision of the State of Texas ("County") and Test Engineer.

## R E C I T A L S

**WHEREAS**, **V.T.C.A., Government Code §2254.002(2)(A)(vii) under Subchapter A** entitled "Professional Services Procurement Act" provides for the procurement by counties of services of professional engineers; and

**WHEREAS**, County intends to **request geologic assessment and geotechnical services at new addition for the Juvenile Justice Center**; and

**WHEREAS**, County desires that Test Engineer perform certain professional services in connection with the Project; and

**WHEREAS**, Test Engineer represents that it is qualified and desires to perform such services;

**NOW, THEREFORE,** County and Test Engineer, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

## ARTICLE 1
## SCOPE OF AGREEMENT

Test Engineer agrees to perform professional services in connection with the Project as stated herein, and for having rendered such services, County agrees to pay to Test Engineer compensation as stated in the articles to follow.

## ARTICLE 2
## CONTRACT DOCUMENTS AND APPLICABLE PROJECT DOCUMENTS

### 2.1 Contract Documents.
Contract Documents consist of this Agreement, any exhibits attached hereto (which exhibits are hereby incorporated into and made a part of this Agreement), and all fully executed Supplemental Agreements which are subsequently issued. These form the entire Agreement, and all are as fully a part of this Agreement as if attached to this Agreement or repeated herein.

### 2.2 Existing Information.
County shall provide Test Engineer with all existing plans, maps, studies, reports, field notes, statistics, computations, and other data in its possession relative to existing facilities and to this particular Project at no cost to Test Engineer; however, any and all such information shall remain the property of County and shall be returned, if County so instructs Test Engineer.

### 2.3 Project Documents.
In addition to any other pertinent and necessary Project documents, the following documents shall be used in the development of the Project:

**2.3.1**

National Environmental Policy Act (NEPA)

**2.3.2**

U.S. Army Corps Regulations

## ARTICLE 3
## NON-COLLUSION; DEBARMENT; AND FINANCIAL INTEREST PROHIBITED

### 3.1 Non-collusion.
Test Engineer warrants that it has not employed or retained any company or persons, other than a bona fide employee working solely for Test Engineer, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or subconsultant any fee, commission,

percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, County reserves and shall have the right to annul this Agreement without liability or, in its discretion and at its sole election, to deduct from the Agreement price or compensation, or to otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

### 3.2 Debarment Certification.

Test Engineer must sign the Debarment Certification enclosed herewith as Exhibit E.

### 3.3 Financial Interest Prohibited.

Test Engineer covenants and represents that Test Engineer, its officers, employees, agents, consultants, and subcontractors will have no financial interest, direct or indirect, in the purchase or sale of any product, materials, or equipment that will be recommended or required for the construction of the Project.

## ARTICLE 4
## CHARACTER AND SCOPE OF SERVICES

### 4.1

In consideration of the compensation herein provided, Test Engineer shall perform professional geotechnical services for the Project, which are acceptable to County, based on standard geotechnical engineering and construction materials testing practices and the scope of work described on the Exhibits attached to this Agreement.

## ARTICLE 5
## TIME FOR PERFORMANCE

### 5.1 Commencement.

Test Engineer shall not commence work until Test Engineer has been thoroughly briefed on the scope of the Project and has been notified in writing to proceed, as evidenced by a Notice to Proceed.

### 5.2 Duration.

Test Engineer agrees to complete the Basic Services within the time period set forth in Exhibit C. The time limits set out therein may, for good cause, be extended, in writing, by County as the Project proceeds.

## ARTICLE 6
## COMPENSATION AND EXPENSES

### 6.1 Basic Fee.

For and in consideration of the Basic Services rendered by Test Engineer, County shall pay to Test Engineer up to **Thirty-Four Thousand, Nine Hundred Dollars ($ 34,900 )** hereinafter called the "Basic Fee".

The Basic Fee is based upon all estimated labor costs required in the performance of all items and phases of the Basic Services set forth in Exhibit A. Compensation for Basic Services will be paid by County by monthly invoices of percentage completion of fees by phase of the Basic Fee as set forth in Exhibit B – *Fee Schedule*. County will only be obligated to pay Test Engineer for the performance of items and phases of the Basic Services actually rendered and incurred, which may be less than the above stated Basic Fee.

### 6.2 Expenses.

Test Engineer shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Agreement in accordance with the Williamson County Vendor Reimbursement Policy set forth under Exhibit D. Invoices requesting reimbursement for costs and expenditures related to the Project (reimbursables) must be accompanied by copies of the provider's invoice and **must strictly comply with the Williamson County Vendor Reimbursement Policy**. The copies of the provider's invoice must evidence the actual costs billed to Test Engineer without markup. Reimbursable Expenses are in addition to compensation for Basic and Additional Services and must not exceed **Three Hundred Forty-Nine Dollars ($ 349 )**.

## ARTICLE 7
## ADDITIONAL SERVICES AND CHARGES

For the performance of services not specifically described as Basic Services under **Article 4** above (sometimes referred to herein as "Additional Services"), County shall pay and Test Engineer shall receive, under a negotiated, written Supplemental Agreement, Additional Services compensation based upon invoices of percentage completion.

Test Engineer shall not, however, be compensated for work made necessary by Test Engineer's negligent errors or omissions. In the event of any dispute over the classification of Test Engineer's services as Basic or Additional Services under this Agreement, the decision of County shall be final and binding on Test Engineer

It is expressly understood and agreed that Test Engineer shall not furnish any Additional Services without the prior written authorization of County by a negotiated Supplemental Agreement. County shall have no obligation to pay for such Additional Services which have been rendered without prior written authorization of County as hereinabove required.

# ARTICLE 8
# TIME OF PAYMENT; PAYMENT AND INTEREST; AND RIGHT TO AUDIT

## 8.1 Time of Payment.

During the performance of the services provided for in this Agreement, monthly payments shall be made based upon that portion of the services which has been completed.

On or about the last day of each calendar month during the performance of the Basic Services to be provided under this Agreement, Test Engineer shall submit to County working documents in any stage of completion to demonstrate incremental the progress of Basic Services and the compensation which is due for Basic Services.

On or about the last day of each calendar month during the performance of the Additional Services to be provided under **Article 7**, A/E shall submit to County working documents in any stage of completion to demonstrate incremental progress of Additional Services under an applicable Supplemental Agreement related thereto, and the compensation which is due for percentage completion of particular Additional Services.

County shall review the documentation and shall pay each statement as set forth in this **Article 8**, however, the approval or payment of any statement shall not be considered evidence of performance by Test Engineer to the point indicated by such statement or of receipt or acceptance by County of the services covered by such statement. Final payment does not relieve Test Engineer of the responsibility of correcting any errors or omissions resulting from Test Engineer's negligence.

Upon submittal of the initial invoice, Test Engineer shall provide the County Auditor with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification that is complete in compliance with the Internal Revenue Code, its rules and regulations.

## 8.2 Prompt Payment Policy.

In accordance with **Chapter 2251, V.T.C.A., Texas Government Code**, payment to Test Engineer will be made within **thirty (30) days** of the day on which the performance of services was complete, or within **thirty (30) days** of the day on which the County Auditor receives a correct invoice for services, whichever is later. Test Engineer may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply in the event:

**8.2.1**

There is a bona fide dispute between County and Test Engineer concerning the supplies, materials, or equipment delivered or the services performed that causes the payment to be late; or

**8.2.2**

There is a bona fide dispute between Test Engineer and a subcontractor/ subconsultant or between a subcontractor/ subconsultant and its supplier concerning supplies, materials, or equipment delivered or the Basic Services performed which causes the payment to be late; or

**8.2.3**

The invoice is not submitted to Williamson County in strict accordance with instructions, if any, on the purchase order, or this Agreement or other such contractual agreement.

The County Auditor shall document to Test Engineer the issues related to disputed invoices within ten (10) calendar days of receipt of such invoice. Any non-disputed invoices shall be considered correct and payable per the terms of **Chapter 2251, V.T.C.A., Texas Government Code**.

## ARTICLE 9
## PROJECT TEAM

County's Designated Representative for purposes of this Agreement is as follows:

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

County shall have the right, from time to time, to change the County's Designated Representative by giving Test Engineer written notice thereof. With respect to any action, decision, or determination which is to be taken or made by County under this Agreement, the County's Designated Representative may take such action or make such decision or determination or shall notify Test Engineer in writing of an individual responsible for, and capable of, taking such action, decision, or determination, and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by County's Designated Representative on behalf of County shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Agreement, in which case, actions taken by County's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision, or determination hereunder by County's Designated Representative shall be binding on County; *provided, however,* County's Designated Representative shall not have any right to modify, amend, or terminate this Agreement or executed Supplemental Agreement. County's Designated Representative shall not have any authority to execute a Supplemental Agreement unless otherwise granted such authority by the Williamson County Commissioners Court.

Test Engineer's Designated Representative for purposes of this Agreement is as follows:

**ECS Southwest, LLP**
David Hill, P.E., P.G., Environmental Associate Principal
14050 Summit Dr; Suite 100
Austin, TX 78728

Test Engineer shall have the right, from time to time, to change Test Engineer's Designated Representative by giving County written notice thereof. With respect to any action, decision, or determination which is to be taken or made by Test Engineer under this Agreement, Test Engineer's Designated Representative may take such action or make such decision or determination, or shall notify County in writing of an individual responsible for and capable of taking such action, decision, or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions, or determinations by Test Engineer's Designated Representative on behalf of Test Engineer shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Agreement, in which case, actions taken by Test Engineer's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision, or determination hereunder by Test Engineer's Designated Representative shall be binding on Test Engineer. Test Engineer's Designated Representative shall have the right to modify, amend, and execute Supplemental Agreements on behalf of Test Engineer.

## ARTICLE 10
## NOTICE

Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall have been deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to County or Test Engineer at the following addresses. If mailed, any notice or communication shall be deemed to be received **three (3) days** after the date of deposit in the United States Mail. Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses:

**County:** Williamson County Judge
710 Main Street, Suite 101
Georgetown, Texas 78626

With copy to: Williamson County Facilities Department
Attn: Director of Facilities
3101 SE Inner Loop
Georgetown, Texas 78626

and to: Office of General Counsel
Williamson County
710 Main Street, Suite 102
Georgetown, Texas 78626

**Test Engineer:**

**ECS Southwest, LLP**
14050 Summit Dr; Suite 100
Austin, TX 78728

Attention: David Hill, P.E., P.G.
Environmental Associate Principal

Either party may designate a different address by giving the other party **ten (10) days** written notice.

## ARTICLE 11
## PROGRESS EVALUATION

Test Engineer shall, from time to time during the progress of the Basic Services, and, when applicable, progress of Additional Services, confer with County at County's election. Test Engineer shall prepare and present such information as may be pertinent and necessary, or as may be reasonably requested by County, in order for County to evaluate features of the Basic Services and any applicable Additional Services. At the request of County or Test Engineer, conferences shall be provided at Test Engineer's office, the offices of County, or at other locations designated by County. When requested by County, such conferences shall also include evaluation of the Test Engineering Services. County may, from time to time, require Test Engineer to appear and provide information to the Williamson County Commissioners Court.

Should County determine that the progress in Basic Services or any applicable Additional Services does not satisfy the terms of this Agreement then County shall review same with Test Engineer to determine corrective action required.

Test Engineer shall promptly advise County in writing of events which have or may have a significant impact upon the progress of the Basic Services and any applicable Additional Services, including but not limited to the following:

### 11.1
Problems, delays, adverse conditions which may materially affect the ability to meet the objectives of this Agreement or preclude the attainment of Project Basic Services and any

applicable Additional Services by established time periods; and such disclosure shall be accompanied by statement of actions taken or contemplated, and County assistance needed to resolve the situation, if any; and

**11.2**

Favorable developments or events which enable meeting goals sooner than anticipated in relation to this Agreement or any applicable Supplemental Agreement.

## ARTICLE 12
## CHANGES IN COMPLETED BASIC SERVICES

If County deems it necessary to request changes to previously satisfactorily completed Basic Services or parts thereof which involve changes to the original Basic Services or character of Basic Services under this Agreement, then Test Engineer shall make such revisions as requested and as directed by County. Such revisions shall be considered as Additional Services and paid for as specified under **Article 7** and **Article 8**. Test Engineer shall make revisions to Basic Services authorized hereunder as are necessary to correct errors appearing therein, when required to do so by County. No additional compensation shall be due for such Basic Services.

## ARTICLE 13
## REVIEW PROCESS AND REVISIONS TO TEST ENGINEER WORK PRODUCT

### 13.1 Review Process.

Test Engineer's Work Product will be reviewed by County under its applicable technical requirements and procedures, as follows:

#### 13.1.1 Submittal.

Reports, plans, surveys, field notes, original drawings, computer tapes, graphic files, tracings, calculations, analyses, reports, specifications, data, sketches and/or schematics prepared by Test Engineer and supporting documents (collectively referred to hereinabove and hereinafter as the "Test Engineer Work Product(s)"), shall be submitted by Test Engineer on or before the dates specified for completion, as set out in the Production Schedule set forth in Exhibit C.

#### 13.1.2 Completion.

Reports, plans, specifications, and supporting documents shall be submitted by Test Engineer on or before the dates specified in Exhibit C. Upon receipt of same, the submission shall be checked for completion. "Completion" or “Complete” shall be defined as all of the required items, as set out in Exhibit A have been included in compliance with the requirements of this Agreement. The completeness of any Basic Services submitted to County shall be determined by County within **thirty (30) days** of such submittal and County shall notify Test Engineer in writing within such **thirty (30)-day** period if such

Basic Services have been found to be incomplete. If the submission is Complete, County will notify Test Engineer and County's technical review process will begin.

If the submission is not Complete, County will notify Test Engineer, who shall perform such professional services as are required to complete the Basic Services and resubmit it to County. This process shall be repeated until a submission is Complete.

#### 13.1.3 Acceptance.

County will review the completed Basic Services for compliance with this Agreement. If necessary, the completed Basic Services will be returned to Test Engineer, who shall perform any required Basic Services and resubmit to County. Should this process need to be repeated due to lack of quality assurance coordination between the components of A/E Work Product, County shall deduct **One Thousand Dollars ($ 1,000)** from the A/E 's Basic Fee for each occurrence until the Basic Services are Accepted. "Acceptance" or "Accepted" shall mean that in County's reasonable opinion, substantial compliance with the requirements of this Agreement has been achieved.

#### 13.1.4 Final Approval.

After Acceptance, Test Engineer shall perform any required modifications, changes, alterations, corrections, redesigns, and additional work necessary to receive Final Approval by County. "Final Approval" in this sense shall mean formal recognition that the Basic Services have been fully carried out.

### 13.2 Revision to Test Engineer Work Product.

Test Engineer shall make, without expense to County, such revisions to Test Engineer Work Product as may be required to correct negligent errors or omissions so Test Engineer Work Product meets the needs of County, but after the approval of Test Engineer Work Product any revisions, additions, or other modifications made at County's request which involve extra services and expenses to Test Engineer shall entitle Test Engineer to additional compensation for such extra services and expenses; provided, however, Test Engineer hereby agrees to perform any necessary corrections to Test Engineer Work Products which are found to be in negligent error or omission as a result of Test Engineer's development of Test Engineer Work Product, at any time, without additional compensation. If it is necessary, due to such error or omission by Test Engineer, to revise any Test Engineer Work Product in order to make the Project constructible, Test Engineer shall do so without additional compensation. In the event of any dispute over the classification of Test Engineer's Work Products as Complete, Accepted, or Approved under this Agreement, the decision of County shall be final and binding on Test Engineer, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

### 13.3 Days.

All references to a "day" in this Agreement shall mean a calendar day unless otherwise specified.

### 13.4 County's Reliance on Test Engineer.

**Test Engineer's duties as set forth herein shall at no time be in any way diminished by reason of any review, evaluation, or approval by County nor shall Test Engineer be released from any liability by reason of such review, evaluation or approval by County, it being understood that County, at all times, is ultimately relying upon Test Engineer's skill, ability, and knowledge in performing the Basic Services required hereunder.**

## ARTICLE 14
## SUSPENSION

Should County desire to suspend the Basic Services, but not to terminate this Agreement, then such suspension may be effected by County giving Test Engineer **thirty (30) calendar days'** verbal notification followed by written confirmation to that effect. Such **thirty (30)-day** notice may be waived in writing by agreement and signature of both parties. The Basic Services may be reinstated and resumed in full force and effect within **sixty (60) days** of receipt of written notice from County to resume the Basic Services. Such **sixty (60)-day** notice may be waived in writing by agreement and signature of both parties. If this Agreement is suspended for more than **thirty (30) days**, Test Engineer shall have the option of terminating this Agreement and, in the event, Test Engineer shall be compensated for all Basic Services performed and reimbursable expenses incurred, provided such Basic Services and reimbursable expenses have been previously authorized and approved by County, to the effective date of suspension.

County assumes no liability for Basic Services performed or costs incurred prior to the date authorized by County for Test Engineer to begin Basic Services, and/or during periods when Basic Services are suspended, and/or subsequent to the completion date.

## ARTICLE 15
## VIOLATION OF CONTRACT TERMS/ BREACH OF CONTRACT

Violation of contract terms or breach of contract by Test Engineer shall be grounds for termination of this Agreement, and any increased costs arising from Test Engineer's default, breach of contract, or violation of contract terms shall be paid by Test Engineer.

## ARTICLE 16
## TERMINATION

This Agreement may be terminated as set forth below.

### 16.1

By mutual agreement and consent, in writing, of both parties.

**16.2**
By County, by notice in writing to Test Engineer, as a consequence of failure by Test Engineer to perform the Basic Services set forth herein in a satisfactory manner.

**16.3**
By either party, upon the failure of the other party to fulfill its obligations as set forth herein.

**16.4**
By County, for reasons of its own and not subject to the mutual consent of Test Engineer, upon not less than **thirty (30) days** written notice to Test Engineer.

**16.5**
By satisfactory completion of all Testing Engineer Engineering Services and obligations described herein.

Should County terminate this Agreement as herein provided, no fees other than fees due and payable at the time of termination plus reimbursable expenses incurred shall thereafter be paid to Test Engineer. In determining the value of the Basic Services performed by Test Engineer prior to termination, County shall be the sole judge. Compensation for Basic Services at termination will be based on a percentage of the Basic Services completed at that time. Should County terminate this Agreement under **Section 16.4** above, then the amount charged during the thirty-day notice period shall not exceed the amount charged during the preceding **thirty (30) days**.

If Test Engineer defaults in the performance of this Agreement or if County terminates this Agreement for fault on the part of Test Engineer, then County shall give consideration to the actual costs incurred by Test Engineer in performing the Basic Services to the date of default, the amount of Basic Services required which was satisfactorily completed to date of default, the value of the Basic Services which are usable to County, the cost to County of employing another firm to complete the Basic Services required and the time required to do so, and other factors which affect the value to County of the Basic Services performed at the time of default.

The termination of this Agreement and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of County under this Agreement. If the termination of this Agreement is due to the failure of Test Engineer to fulfill its contractual obligations, then County may take over the Project and prosecute the Basic Services to completion. In such case, Test Engineer shall be liable to County for any additional and reasonable costs incurred by County.

Test Engineer shall be responsible for the settlement of all contractual and administrative issues arising out of any procurements made by Test Engineer in support of the Basic Services under this Agreement.

## ARTICLE 17
## USE OF DOCUMENTS

All documents, including but not limited to drawings, specifications, and data or programs stored electronically, (hereinafter referred to as "Test Engineer Work Products") prepared by Test Engineer and its subcontractors/ subconsultants are related exclusively to the services described in this Agreement and are intended to be used with respect to this Project. However, it is expressly understood and agreed by and between the parties hereto that all of Test Engineer's designs under this Agreement (including but not limited to tracings, drawings, estimates, specifications, investigations, studies and other documents, completed or partially completed), shall be the property of County to be thereafter used in any lawful manner as County elects. Any such subsequent use made of documents by County shall be at County's sole risk and without liability to Test Engineer.

By execution of this Agreement and in confirmation of the fee for services to be paid under this Agreement, Test Engineer hereby conveys, transfers, and assigns to County all rights under the **Federal Copyright Act of 1976** (or any successor copyright statute), as amended, all common law copyrights and all other intellectual property rights acknowledged by law in the Project Designs and Work Product developed under this Agreement. Copies may be retained by Test Engineer. Test Engineer shall be liable to County for any loss or damage to any such documents while they are in the possession of or while being worked upon by Test Engineer or anyone connected with Test Engineer, including agents, employees, Engineers or subcontractors/ subconsultants. All documents so lost or damaged shall be replaced or restored by Test Engineer without cost to County.

Upon execution of this Agreement, Test Engineer grants to County permission to reproduce Test Engineer's work and documents for purposes of constructing, using, and maintaining the Project, provided that County will comply with its obligations, including prompt payment of all sums when due, under this Agreement. Test Engineer shall obtain similar permission from Test Engineer's subcontractors/ subconsultants consistent with this Agreement. If and upon the date Test Engineer is adjudged in default of this Agreement, County is permitted to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections, or additions to the work and documents for the purposes of completing, using, and maintaining the Project.

County shall not assign, delegate, sublicense, pledge, or otherwise transfer any permission granted herein to another party without the prior written consent of Test Engineer. However, County shall be permitted to authorize the contractor, subcontractors, and material or equipment suppliers to reproduce applicable portions of Test Engineer Work Products appropriate to and for use in the execution of the Work. Submission or distribution of Test Engineer Work Products to meet official regulatory requirements or for similar purposes in connection with the Project is permitted. Any unauthorized use of Test Engineer Work Products shall be at County's sole risk and without liability to Test Engineer and its subconsultants.

Prior to Test Engineer providing to County any Test Engineer Work Products in electronic form or County providing to Test Engineer any electronic data for incorporation into Test Engineer Work Products, County and Test Engineer shall, by separate written agreement, set forth the specific conditions governing the format of such Test Engineer Work Products or electronic data, including any special limitations not otherwise provided in this Agreement. Any electronic files are provided by Test Engineer for the convenience of County and use of them is at County's sole risk. In the case of any defects in electronic files or any discrepancies between them and any hardcopy of the same documents prepared by Test Engineer, the hardcopy shall prevail. Only printed copies of documents conveyed by Test Engineer shall be relied upon.

Test Engineer shall have no liability for changes made to the drawings by other consultants subsequent to the completion of the Project. Any such change shall be sealed by Test Engineer making that change and shall be appropriately marked to reflect what was changed or modified.

## ARTICLE 18
## PERSONNEL, EQUIPMENT, AND MATERIAL

Test Engineer shall furnish and maintain, at its own expense, quarters for the performance of all Basic Services, and adequate and sufficient personnel and equipment to perform the Basic Services as required. All employees of Test Engineer shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Test Engineer who, in the reasonable opinion of County, is incompetent or whose conduct becomes detrimental to the Basic Services shall immediately be removed from association with the Project when so instructed by County. Test Engineer certifies that it presently has adequate qualified personnel in its employment for performance of the Basic Services required under this Agreement, or will obtain such personnel from sources other than County. Test Engineer may not change the Project Manager without prior written consent of County.

## ARTICLE 19
## SUBCONTRACTING

Test Engineer shall not assign, subcontract, or transfer any portion of the Basic Services under this Agreement without prior written approval from County. All subcontracts shall include the provisions required in this Agreement. No subcontract shall relieve Test Engineer of any responsibilities under this Agreement.

## ARTICLE 20
## MODIFICATIONS

This instrument contains the entire Agreement between the parties relating to the right herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent written modification signed by both parties hereto.

## ARTICLE 21
## COMPLIANCE WITH LAWS

### 21.1 Compliance.

Test Engineer shall render the services hereunder in accordance with generally accepted standards applicable thereto and shall use that degree of care and skill commensurate with the geotechnical engineering profession, and in recognition of such standards, Test Engineer shall comply with all applicable federal, state, and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Agreement, including, without limitation, minimum/ maximum salary and wage statutes and regulations, and licensing laws and regulations. Test Engineer shall furnish County with satisfactory proof of its compliance.

Test Engineer shall further obtain all permits and licenses required in the performance of the Basic Services contracted for herein.

### 21.2 Taxes.

Test Engineer shall pay all taxes, if any, required by law arising by virtue of the Basic Services performed hereunder. County is qualified for exemption pursuant to the provisions of **Section 151.309 of the Texas Limited Sales, Excise, and Use Tax Act**.

## ARTICLE 22
## INDEMNIFICATION

TEST ENGINEER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD COUNTY HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM A NEGLIGENT ACT OR OMISSION, NEGLIGENCE, OR INTENTIONAL TORT COMMITTED BY TEST ENGINEER, TEST ENGINEER'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY UNDER CONTRACT WITH TEST ENGINEER INCLUDING, WITHOUT LIMITATION, TEST ENGINEER'S SUBCONSULTANTS, OR ANY OTHER ENTITY OVER WHICH TEST ENGINEER EXERCISES CONTROL.

TEST ENGINEER FURTHER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM TEST ENGINEER'S FAILURE TO PAY TEST ENGINEER'S EMPLOYEES, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, IN CONNECTION WITH ANY OF THE WORK PERFORMED OR TO BE PERFORMED UNDER THIS AGREEMENT BY TEST ENGINEER.

TEST ENGINEER FURTHER AGREES TO INDEMNIFY AND HOLD COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM THE INFRINGEMENT OF ANY INTELLECTUAL PROPERTY ARISING OUT OF THE USE OF ANY PLANS, DESIGN, DRAWINGS, OR SPECIFICATIONS FURNISHED BY TEST ENGINEER IN THE PERFORMANCE OF THIS AGREEMENT.

THE LIMITS OF INSURANCE REQUIRED IN THIS AGREEMENT AND/OR THE CONTRACT DOCUMENTS SHALL NOT LIMIT TEST ENGINEER'S OBLIGATIONS UNDER THIS ARTICLE 22. THE TERMS AND CONDITIONS CONTAINED IN THIS ARTICLE 22 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT AND/OR CONTRACT DOCUMENTS OR THE SUSPENSION OF THE WORK HEREUNDER. TO THE EXTENT THAT ANY LIABILITIES, PENALTIES, DEMANDS, CLAIMS, LAWSUITS, LOSSES, DAMAGES, COSTS AND EXPENSES ARE CAUSED IN PART BY THE ACTS OF COUNTY OR THIRD PARTIES FOR WHOM TEST ENGINEER IS NOT LEGALLY LIABLE, TEST ENGINEER'S OBLIGATIONS SHALL BE IN PROPORTION TO TEST ENGINEER'S FAULT. THE OBLIGATIONS HEREIN SHALL ALSO EXTEND TO ANY ACTIONS BY COUNTY TO ENFORCE THIS INDEMNITY OBLIGATION.

IN THE EVENT THAT CONTRACTORS INITIATE LITIGATION AGAINST COUNTY IN WHICH CONTRACTOR ALLEGES DAMAGES AS A RESULT OF ANY ACTS, ERRORS OR OMISSIONS OF TEST ENGINEER OR ANY OF ITS EMPLOYEES OR ANY PERSON, FIRM OR CORPORATION DIRECTLY OR INDIRECTLY EMPLOYED BY TEST ENGINEER, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS IN THE CONSTRUCTION DOCUMENTS OR IN THE ADMINISTRATION OF THIS AGREEMENT BY TEST ENGINEER OR ANY OF ITS EMPLOYEES OR ANY PERSON, FIRM OR CORPORATION DIRECTLY OR INDIRECTLY EMPLOYED BY TEST ENGINEER, AND/OR INADEQUATE SERVICES PURSUANT TO THE CONSTRUCTION PHASE-ADMINISTRATION OF THE CONSTRUCTION CONTRACT AS DEFINED AND REQUIRED BY THIS AGREEMENT, AGREEMENT EXHIBITS AND THE CONSTRUCTION CONTRACT DOCUMENTS, THEN COUNTY SHALL HAVE THE RIGHT TO JOIN TEST ENGINEER AT COUNTY'S COST. TEST ENGINEER SHALL ALSO HOLD COUNTY HARMLESS AND INDEMNIFY COUNTY TO THE EXTENT THAT TEST ENGINEER, ANY OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH TEST ENGINEER EXERCISES CONTROL, CAUSED SUCH DAMAGES TO CONTRACTOR, INCLUDING ANY AND ALL COSTS AND ATTORNEYS' FEES INCURRED BY COUNTY IN CONNECTION WITH THE DEFENSE OF ANY CLAIMS WHERE TEST ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH TEST ENGINEER EXERCISES CONTROL, ARE ADJUDICATED AT FAULT.

## ARTICLE 23
## PROFESSIONAL'S RESPONSIBILITIES

Test Engineer shall be responsible for the accuracy of its Professional Services and shall promptly make necessary revisions or corrections to its Work Product resulting from errors, omissions, or negligent acts, and same shall be done without compensation. County shall determine Test Engineer's responsibilities for all questions arising from design errors and/or omissions, subject to the dispute resolution provisions of **Article 31**. Test Engineer shall not be relieved of responsibility for subsequent correction of any such errors or omissions in its work product, or for clarification of any ambiguities until after the construction phase of the Project has been completed.

## ARTICLE 24
## PROFESSIONAL'S SEAL

The responsible geotechnical engineer shall sign, seal, and date all appropriate submissions to County in accordance with Texas laws and the rules of the State Board of Registration for Engineering Professionals.

## ARTICLE 25
## INSURANCE

Test Engineer shall comply with the following insurance requirements, at all times, during this Agreement:

### 25.1 Coverage Limits.

Test Engineer, at Test Engineer's sole cost, shall purchase and maintain, during the entire term while this Agreement is in effect, the following insurance:

#### 25.1.1

Worker's Compensation in accordance with statutory requirements.

#### 25.1.2

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

#### 25.1.3

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

### 25.1.4

Professional Liability Errors and Omissions Insurance in the amount of **$ 1,000,000** per claim.

## 25.2 Additional Insureds; Waiver of Subrogation.

County, its directors, officers and employees shall be added as additional insureds under policies listed under (2) and (3) above, and on those policies where County, its directors, officers and employees are additional insureds, such insurance shall be primary; and, any insurance maintained by County shall be excess and not contribute with it. Such policies shall also include waivers of subrogation in favor of County.

## 25.3 Premiums and Deductible.

Test Engineer shall be responsible for payment of premiums for all insurance coverages required under this **Article 25**. Test Engineer further agrees that for each claim, suit, or action made against insurance provided hereunder, with respect to all matters for which Test Engineer is responsible hereunder, Test Engineer shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over **$50,000** in Test Engineer's insurance must be declared and approved in writing by County in advance.

## 25.4 Commencement of Work.

Test Engineer shall not commence any work under this Agreement until it has obtained all required insurance and such insurance has been approved by County. As further set out below, Test Engineer shall not allow any subcontractor/ subconsultant(s) to commence work to be performed in connection with this Agreement until all required insurance has been obtained and approved; and, such approval shall not be unreasonably withheld. Approval of the insurance by County shall not relieve or decrease the liability of Test Engineer hereunder.

## 25.5 Insurance Company Rating.

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

## 25.6 Certification of Coverage.

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

## 25.7 No Arbitration.

It is the intention of County and agreed to and hereby acknowledged by Test Engineer, that no provision of this Agreement shall be construed to require County to submit to mandatory arbitration in the settlement of any claim, cause of action or dispute, except as specifically required in direct connection with an insurance claim or threat of claim under an insurance policy

required hereunder or as may be required by law or a court of law with jurisdiction over the provisions of this Agreement.

## 25.8 Subcontractor/ Subconsultant's Insurance.

Without limiting any of the other obligations or liabilities of Test Engineer, Test Engineer shall require each subcontractor/ subconsultant performing work under this Agreement (to the extent a subcontractor/ subconsultant is allowed by County) to maintain during the term of this Agreement, at the subcontractor/ subconsultant's own expense, the same stipulated minimum insurance required in this **Article 25** above, including the required provisions and additional policy conditions as shown below in this **Article 25.**

Test Engineer shall obtain and monitor the certificates of insurance from each subcontractor/ subconsultant in order to assure compliance with the insurance requirements. Test Engineer must retain the certificates of insurance for the duration of this Agreement and shall have the responsibility of enforcing these insurance requirements among its subcontractor/ subconsultants. County shall be entitled, upon request and without expense, to receive copies of these certificates of insurance.

## 25.9 Insurance Policy Endorsements.

Each insurance policy shall include the following conditions by endorsement to the policy:

### 25.9.1

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

**Williamson County Purchasing**
**100 Wilco Way**
**Suite P101**
**Georgetown, Texas 78626**

### 25.10.1

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

## 25.10 Cost of Insurance.

The cost of all insurance required herein to be secured and maintained by Test Engineer shall be borne solely by Test Engineer, with certificates of insurance evidencing such minimum coverage in force to be filed with County. Such certificates of insurance are evidenced as Exhibit F.

## ARTICLE 26
## SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors, lawful assigns, and legal representatives. Test Engineer may not assign, sublet, or transfer any interest in this Agreement, in whole or in part, by operation of law or otherwise, without obtaining the prior written consent of County.

## ARTICLE 27
## SEVERABILITY

In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

## ARTICLE 28
## PRIOR AGREEMENTS SUPERSEDED

This Agreement constitutes the sole agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter defined herein. This Agreement may only be amended or supplemented by mutual agreement of the parties hereto in writing.

## ARTICLE 29
## TEST ENGINEER'S ACCOUNTING RECORDS

Test Engineer agrees to maintain, for a period of **three (3) years** after final payment under this Agreement, detailed records, books, documents, and papers which are directly pertinent to the services to be performed under this Agreement and records of reimbursable costs and expenses of other providers and provide such other details as may be requested by the County Auditor for purposes of making audits, examinations, excerpts and transcriptions. Test Engineer agrees that County or its duly authorized representatives shall, until the expiration of **three (3) years** after final payment under this Agreement, have access to and the right to examine and photocopy any and all detailed records, books, documents, and papers which are directly pertinent to the services to be performed under this Agreement and records of reimbursable costs and expenses of other providers for the purposes of making audits, examinations, excerpts, and transcriptions. Test Engineer further agrees that County shall have access during normal working hours to all necessary Test Engineer facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this **Article 29**. County shall give Test Engineer reasonable advance notice of intended audits.

# ARTICLE 30
# GENERAL PROVISIONS

## 30.1 Time is of the Essence.

Test Engineer understands and agrees that time is of the essence and that any failure of Test Engineer to complete the Basic Services within the agreed Production Schedule set out in Exhibit C may constitute a material breach of this Agreement. Test Engineer shall be fully responsible for its delays or for failures to use its reasonable efforts in accordance with the terms of this Agreement and Test Engineer's standard of performance as defined herein. Where damage is caused to County due to Test Engineer's negligent failure to perform, County may accordingly withhold, to the extent of such damage, Test Engineer's payments hereunder without waiver of any of County's additional legal rights or remedies.

## 30.2 Force Majeure.

Neither County nor Test Engineer shall be deemed in violation of this Agreement if prevented from performing any of their obligations hereunder by reasons for which they are not responsible or circumstances beyond their control. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

## 30.3 Enforcement and Venue.

This Agreement shall be enforceable in Georgetown, Williamson County, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Williamson County, Texas. This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas excluding, however, its choice of law rules.

## 30.4 Standard of Performance.

The standard of care for all professional geotechnical engineering services performed or furnished by Test Engineer and its employees under this Agreement will be the care and skill ordinarily used by members of Test Engineer's profession, practicing under the same or similar circumstances at the same time and in the same locality.

## 30.5 Opinion of Probable Cost.

Any opinions of probable Project cost or probable construction cost provided by Test Engineer are made on the basis of information available to Test Engineer and on the basis of Test Engineer's experience and qualifications and represents its judgment as an experienced and qualified professional. However, since Test Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over the contractor(s') methods of determining prices, or over competitive bidding or market conditions, Test Engineer does not guarantee that proposals, bids or actual Project or construction cost will not vary from opinions of probable cost Test Engineer prepares.

### 30.6 Opinions and Determinations.

Where the terms of this Agreement provide for action to be based upon opinion, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

### 30.7 Reports of Accidents.

Within **twenty-four (24) hours** after Test Engineer becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of Test Engineer), whether or not it results from, or involves, any action or failure to act by Test Engineer or any employee or agent of Test Engineer and which arises in any manner from the performance of this Agreement, Test Engineer shall send a written report of such accident or other event to County, setting forth a full and concise statement of the facts pertaining thereto. Test Engineer shall also immediately send to County a copy of any summons, subpoena, notice, or other documents served upon Test Engineer, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from Test Engineer's performance of work under this Agreement.

### 30.8 Gender, Number, and Headings.

Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Agreement.

### 30.9 Construction.

Each party hereto acknowledges that it and its counsel have reviewed this Agreement and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Agreement.

### 30.10 Independent Contractor Relationship.

Both parties hereto, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

### 30.11 No Waiver of Immunities.

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

### 30.12 Texas Public Information Act.

To the extent, if any, that any provision in this Agreement is in conflict with **Texas Government Code 552.001** et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to County as to whether or not the same are available to the public. It is further understood that County's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

### 30.13 Governing Terms and Conditions.

If there is an irreconcilable conflict between the terms and conditions set forth in this Agreement or any Supplemental Agreement and the terms and conditions set forth in any Exhibit, Appendix to this Agreement, the terms and conditions set forth in this Agreement or any Supplemental Agreement shall control over the terms and conditions set forth in any Exhibit, Appendix to this Agreement.

### 30.14 Appropriation of Funds by County.

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

## ARTICLE 31
## DISPUTE RESOLUTION

Except as otherwise specifically set forth herein, County and Test Engineer shall work together in good faith to resolve any controversy, dispute, or claim between them which arises out of or relates to this Agreement, whether stated in tort, contract, statute, claim for benefits, bad faith, professional liability or otherwise ("Claim"). If the parties are unable to resolve the Claim within **thirty (30) days** following the date in which one party sent written notice of the Claim to the other party, and if a party wishes to pursue the Claim, such Claim shall be addressed through non-binding mediation. A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Agreement, shall be selected by agreement of the parties and serve as the mediator. Any mediation under this Agreement shall be conducted in Williamson County,

Texas. The mediator's fees shall be borne equally between the parties. Such non-binding mediation is a condition precedent to seeking redress in a court of competent jurisdiction, but this provision shall not preclude either party from filing a lawsuit in a court of competent jurisdiction prior to completing a mediation, if necessary to preserve the statute of limitations, in which case such lawsuit shall be stayed pending completion of the mediation process contemplated herein. This provision shall survive the termination of this Agreement.

## ARTICLE 32
## EQUAL OPPORTUNITY IN EMPLOYMENT

The parties to this Agreement agree that during the performance of the services under this Agreement they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The parties to this Agreement will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship.

## ARTICLE 33
## MERGER

The Parties agree that this Agreement contains all of the terms and conditions of the understanding of the parties relating to the subject matter hereof. All prior negotiations, discussions, correspondence and preliminary understandings between the parties and others relating hereto are superseded by this Agreement.

## ARTICLE 34
## PUBLIC CONTACT

Contact with the news media, citizens of Williamson County or governmental agencies shall be the responsibility of County. Under no circumstances shall Test Engineer release any material or information developed in the performance of its services hereunder without the express written permission of County.

## ARTICLE 35
## TEST ENGINEER's REPRESENTATIONS

Test Engineer represents that it is financially solvent, able to pay its debts as they become due, and possesses sufficient working capital to complete the services and perform its obligation under

this Agreement and under the Contract Documents. Test Engineer further represents and acknowledges that: (a) it is a sophisticated business entity that possesses the required level of experience and expertise in business administration, construction, and contract administration of projects of similar or like size, complexity, and nature as the Project and (b) the fee stated in this Agreement is adequate compensation for the timely completion of the Basic Services.

## ARTICLE 36
## SIGNATORY WARRANTY

The undersigned signatory for Test Engineer hereby represents and warrants that the signatory is an officer of the organization for which he/she has executed this Agreement and that he/she has full and complete authority to enter into this Agreement on behalf of the firm. The above-stated representations and warranties are made for the purpose of inducing County to enter into this Agreement.

**IN WITNESS WHEREOF**, County has caused this Agreement to be signed in its name by its duly authorized County Judge, thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions hereof. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, TERMINATE OR MODIFY THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

**TEST ENGINEER:**
ECS Southwest, LLP

By: _____
Signature

Stephen Geraci
Printed Name

Sr Vice President
Title

Date Signed: 1/20/2023

**COUNTY**:
Williamson County, Texas

By: _____
Signature

_____
Printed Name

_____
Title

Date Signed: _____

# EXHIBIT A

## BASIC SCOPE OF SERVICES

THE FOLLOWING SCOPE OF SERVICES IS INTENDED TO BE CONSISTENT WITH THIS AGREEMENT. TO THE EXTENT THIS SCOPE OF SERVICES IS INCONSISTENT WITH THIS AGREEMENT, THIS AGREEMENT WILL SUPERSEDE THE SCOPE OF SERVICES AND WILL BE CONTROLLING.

In consideration of the Basic Fee provided in this Agreement, Test Engineer shall perform the following Basic Services, based on standard geotechnical engineering practices:

**GENERAL REQUIREMENTS**

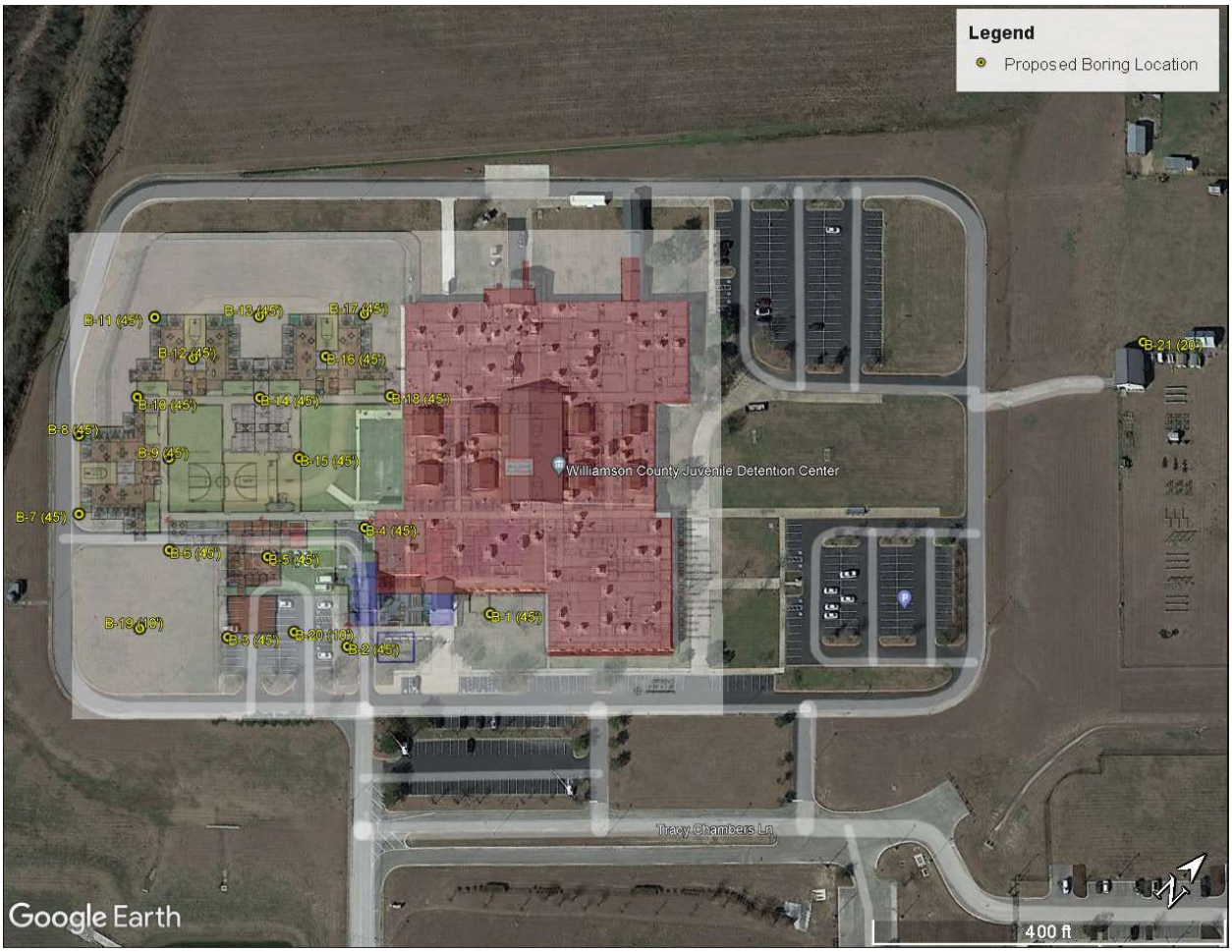
**Right-of-Entry and Coordination.** Test Engineer shall notify County and secure permission to enter private property to perform any surveying, environmental, engineering or geotechnical activities needed off County property. In pursuance of County's policy with the general public, Test Engineer shall not commit acts which would result in damages to private property, and Test Engineer shall make every effort to comply with the wishes and address the concerns of affected private property owners. Test Engineer shall contact each property owner prior to any entry onto the owner's property and shall request concurrence from County prior to each entry.

**Progress Reporting.** Test Engineer shall submit monthly (at a minimum) a progress status e-mail to County's Project Manager (PM) regardless of whether Test Engineer is invoicing for that month.

**Coordination.** Test Engineer shall coordinate issues through County's PM. County will communicate resolution of issues and provide Test Engineer direction through County's PM.

**Quality Assurance (QA) and Quality Control (QC).** Test Engineer shall provide peer review at all levels. For each deliverable, Test Engineer shall maintain evidence of their internal review and mark-up of that deliverable as preparation for submittal. When internal mark-ups are requested by County in advance, County, at its sole discretion, may reject the deliverable should Test Engineer fail to provide the evidence of quality control. Test Engineer shall clearly label each document submitted for quality assurance as an internal mark-up document

**Naming of Electronic Project Files and Organization of Design Project Folders**. Test Engineer shall use succinct and understandable file names including project name, file content, date created (i.e. "*Project_DOCUMENT_yyyy.mm.dd*"). Test Engineer shall maintain files in an organized folder structure that is readily understandable to outside users to facilitate communication and minimize complications in project close-out.




**General Scope of Services**.

A TCEQ Geologic Assessment (GA) is required because the subject property is located in the Edwards Aquifer Recharge Zone, and additional site improvements are planned. A TCEQ Geologic Assessment will be completed in accordance with the 30 Texas Administrative Code 213.5(b)(3), effective June 1, 1999, as related to completing GA's for regulated activities on the Edwards Aquifer Recharge Zone. Engineer will also assist Client in preparation of the required City of Georgetown Water Quality Acknowledgement Form as it relates to the Georgetown Salamander.

In order to evaluate the subsurface conditions for the proposed development, a subsurface exploration consisting of a series of soil borings will be performed. Integrated services will include advancing borings by drilling crews based on instructions provided by ECS. Our services will also include laboratory testing of representative soil/rock samples, and engineering analyses presented in a site-specific engineering report.

Engineer proposes performing 21 borings at the site. The borings will be extended to the proposed depths listed in the following section. Upon completion of drilling operations, the samples will be returned to Engineer's laboratory in Austin, Texas, for further identification and testing.

**Field Exploration**

Proposed field exploration will include:

a. Field locating the borings by handheld GPS unit. Elevations will be interpolated from available topographic information or referenced from Google Earth terrain elevations.

b. Mobilizing a truck mounted drilling rig to the site.

c. Performing 18 borings to completion depths of about 45 feet each in the main building addition area, 1 boring to about 20 feet in the proposed ancillary building area, and 2 borings to about 10 feet each beneath the existing ground surface in general civil site improvement areas, for a total of 850 linear feet of drilling.

d. Obtaining representative soil/rock samples by means of the split-barrel and Shelby tube sampling procedures in accordance with ASTM Specifications D-1586 and D-1587, respectively.

e. Measuring the depth of groundwater at each boring during drilling operations.

## Laboratory Testing

Laboratory testing of representative soil samples will be performed to determine physical and engineering properties of the soils. The laboratory testing is anticipated to include the following:

- Moisture content
- Atterberg limits
- Percent passing No. 200 sieve
- Unconfined compressive strength
- Corrosion assay

## Engineering Report

Upon completion of the field exploration, laboratory testing, and engineering analyses, Engineer will prepare a written engineering report that will include:

a. A review of published soils mapping and/or geologic information.

b. Observations from our site reconnaissance and review of available satellite imagery, including current site conditions, surface drainage features, and surface topographic conditions.

c. A description of the field exploration and laboratory tests performed.

d. Final logs of the soil borings in accordance with industry standard practices for geotechnical engineering. A Boring Location Plan will be included.

e. The results of the laboratory tests will be plotted on the final exploration logs and/or included on separate test report pages.

f. Discussion of the subsurface materials encountered along with groundwater conditions observed. Subsurface cross sections/profiles may also be included that graphically represent

g. Estimation of Potential Vertical Rise (PVR) in accordance with Tex 124-E, including recommendations for subgrade improvements, as necessary.

h. Geotechnical design recommendations for slab-on-grade foundations, including allowable bearing pressures, Post Tensioning Institute (PTI) design parameters, and Wire Reinforcing Institute (WRI) design parameters.

i. Geotechnical design recommendations for spread footing foundations including allowable bearing pressures and estimates of predicted foundation movement.

j. Geotechnical design parameters for drilled shaft foundations including axial (allowable end bearing and skin friction), lateral (LPILE), and estimates of predicted foundation movement.

k. Recommendations for seismic site classification in accordance with the International Building Code (IBC 2018).

l. Design and construction recommendations for site retaining walls, including lateral earth pressures, sliding resistance coefficients, and allowable bearing pressures.

m. Discussion of earthwork construction considerations for compaction, reuse of soils, groundwater, expansive soils, shallow rock, drainage, or other considerations.

# EXHIBIT B

## FEE SCHEDULE

This schedule indicates fees by Phase of the Basic Fee:

| | | | |
|---|---|---|---|
| | **$** | **34,900** | 100% |

| | | |
|---|---|---|
| **Geologic Assessment** | **$** | **2,500** |
| **Geotechnical Engineering** | **$** | **32,400** |

# EXHIBIT C

## PRODUCTION SCHEDULE

A/E agrees to complete the professional design services called for in **Exhibit A** of this Agreement within **One Hundred Twenty-Nine ( 129 ) calendar days** from the date of this Agreement.

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

The schedule below indicates various project milestones and target dates.
Standard end-of-phase review periods for County shall be (21) calendar days.

| | |
|---|---|
| Agreement Execution Date | **01/24/23** |
| **GEOTECHNICAL ANALYSIS** | |
| Permitted Plans and Specifications and Estimate deliverables to County | 02/23/23 |
| **MOBILIZATION** | |
| Mobilization and Clearing of Utilities | 03/23/23 |
| **DRILLING** | |
| Drilling Operations | 04/06/23 |
| **LABORATORY TESTING** | |
| Laboratory Testing | 04/20/23 |
| **ENGINEERING ANALYSIS** | |
| Engineering Analysis | 05/04/23 |
| Agreement Termination Date | **06/02/23** |

# EXHIBIT D

# WILLIAMSON COUNTY VENDOR REIMBURSEMENT POLICY

The purpose of this Williamson County Vendor Reimbursement Policy ("Policy") is to provide clear guidelines to vendors on Williamson County's expectations and requirements regarding allowable reimbursable expenditures and required backup. The Policy will also minimize conflicts related to invoice payments and define non-reimbursable items. This Policy is considered a guideline and is not a contract.

This Policy may be altered, deleted, or amended at any time and without prior notice to vendors, by action of the Williamson County Commissioners Court. Unenforceable provisions of this Policy, as imposed by applicable law, regulations, or judicial decisions, shall be deemed to be deleted. Any revisions to this Policy will be distributed to all current vendors doing business with 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 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 $50.00 per day on overnight travel. On day travel (travel that does not require an overnight stay), meal reimbursements are limited to a maximum of $20.00 per day. The travel must be outside the Williamson County, Texas line by a 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 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 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 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.

**Commissioners Court - Regular Session** **21.**

**Meeting Date:** 02/28/2023

RFP #23RFP49 Upgrade of Irrigation Central Control System for Facilities Management

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

**Department:** Purchasing

**Agenda Category:** Consent

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## Information

### Agenda Item

Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed proposals for an Upgrade of the Irrigation Central Control System, under RFP# 23RFP49.

### Background

Williamson County is requesting proposals to install new irrigation controllers and devices at designated Williamson County premises to provide an upgraded central control system. The expenditure will be charged to 0100.0509.0509.004509 as per FY23 budget. Department contact is Christi Stromberg.

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## Fiscal Impact

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

## Attachments

*No file(s) attached.*

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## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing (Originator) | Joy Simonton | 02/23/2023 06:18 AM |
| County Judge Exec Asst. | Becky Pruitt | 02/23/2023 08:00 AM |
| Form Started By: Erica Smith | | Started On: 02/21/2023 02:12 PM |
| Final Approval Date: 02/23/2023 | | |

**Commissioners Court - Regular Session** **22.**

**Meeting Date:** 02/28/2023

Services Contract #2023125 for Flooring and Related Services at County Court at Law No.5

**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 services contract #2023125 with Flooring Solutions, Inc., an authorized Shaw dealer, for the replacement of flooring at the Williamson County Court at Law No.5 in the amount of $21,922.00 pursuant to cooperative Sourcewell contract #080819-SII. Funding source is P595 .

### Background

Requisition #131005 was submitted by the Facilities Management Department to replace flooring at County Court at Law No.5 Courtroom, located at 405 Martin Luther King Blvd., Georgetown, TX 78616, as listed in the proposal. The scope of work includes demo of existing flooring and installation of new flooring, materials for wall base, labor, and moving of furniture. Funding source is P595. Point of contract is Wendy Danzoy.

## Fiscal Impact

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

## Attachments

Service Contract

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing (Originator) | Joy Simonton | 02/23/2023 10:12 AM |
| County Judge Exec Asst. | Becky Pruitt | 02/23/2023 06:16 PM |
| Form Started By: Stephanie Robles | | Started On: 02/22/2023 12:13 PM |
| Final Approval Date: 02/23/2023 | | |

# SERVICES CONTRACT
# FOR
# WILLIAMSON COUNTY COURT AT LAW NO. 5
# FLOORING SERVICES
# (Flooring Solutions, Inc. – SHAW Contract Sourcewell 080819 SII)

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

**THIS SERVICES CONTRACT** (hereinafter "Contract") is made and entered into by and between **Williamson County, Texas** ("County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Flooring Solutions, Inc.** (hereinafter "Service Provider"). The County agrees to engage Service Provider as an independent contractor, to assist in providing certain construction septic services at the 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:

**A. The services and work relating to Williamson County Court at Law No. 5 Flooring Services, as described in the attached Quote(s)/Proposal(s) being marked as Exhibit "A," which is incorporated herein as if copied in full.**

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

## II.

**Effective Date and Term:** This Contract shall be in full force and effect as of the date of the last party's execution below and shall continue until project completion or when terminated pursuant to this Contract.

## III.

**Consideration and Compensation:** Service Provider will be compensated based on a fixed sum for the specific project herein. The amount of compensation paid to Service Provider shall be capped and paid at **$21,922.00** for the specific project upon final completion. 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*) | $1,000,000 | $1,000,000 |
| Aggregate policy limits: | | $2,000,000 |

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

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

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

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

**V.**

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

**A. As described in the attached Quote(s)/Proposal(s), and being marked Exhibit "A," which is incorporated herein as if copied in full;**
**B. SHAW Contract Sourcewell 080819 SII; and**
**C. Insurance certificates evidencing required coverages.**

**The County reserves the right and sole discretion to determine the controlling provisions where there is any conflict between the terms of this Contract and the terms of any other purchase order(s), contract(s) or any document attached hereto as exhibits relating to the services and goods subject of this Contract.**

**VI.**

**No Agency Relationship & Indemnification:** It is understood and agreed that Service Provider shall not in any sense be considered a partner or joint venturer with the County, nor shall Service Provider hold 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. The County will not be liable for any loss, cost, expense or damage, whether indirect, incidental, punitive, exemplary, consequential of any kind whatsoever for any acts by Service Provider or failure to act relating to the services being provided.

## VII.

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

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

## VIII.

**No Waiver of Sovereign Immunity or Powers:** Nothing in this 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.

## 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 work space in order to conduct audits in compliance with the provisions of this section. The County shall give Service Provider reasonable advance notice of intended audits.

## XIV.

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

## XV.

**No Assignment:** Service Provider may not assign this Contract.

## XVI.

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

## XVII.

**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: _____ ___, 20___

**SERVICE PROVIDER:**

**Flooring Solutions, Inc.**

_____
Authorized Signature

Greg Brown
Printed Name

Date: February 14, 2023

# Exhibit "A"
# Quote/Proposal

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

*Attn:* ANGEL GOMEZ
*From:* Clay Banner
*Estimator:*
*Admin:*
*Revision #:*

**Proposal**

*Date:* 1/13/2023 *Bid Due Date:* 1/13/2023
*Plan Date:* *Addendum :*

*To*
WILLIAMSON COUNTY
3101 SE INNER LOOP
GEORGETOWN, TX 78626

Phone: (512) 971-0894-

*Project*
WILLIAMSON COUNTY CJC COURT ROOM: 01132023
SHAW CONTRACT SOURCEWELL 080819-SII
405 MARTIN KING ST
GEORGETOWN, TX 78626

*DEMO AND INSTALLATION DURING REGULAR HOURS*

| | | | *Quantity* | | *Line Total* |
|---|---|---|---|---|---|
| 1 | **C-1 CARPET SUPPLIED**<br>PATCRAFT COMMERCIAL CARPETS<br>SKILL | FINESSE | 290.00 | SY | 8,410.00 |
| 2 | **LABOR TO INSTALL CARPET**<br>FLOORING SOLUTIONS INC.<br>LABOR | NA | 290.00 | SY | 2,175.00 |
| 3 | **ADHESIVE MATERIALS SUPPLIED ONLY**<br>SHAW RESILIENT PRODUCTS<br>ADHESIVE LOKWORX 164CA | 4GAL | 5.00 | EA | 668.00 |
| 4 | **DEMO OF CARPET**<br>FLOORING SOLUTIONS INC.<br>LABOR | NA | 290.00 | SY | 1,014.00 |
| 5 | **RB-1 WALL BASE**<br>SHAW RESILIENT PRODUCTS<br>WALL BASE 4" COVE | FLINT<br>/ 00094 | 720.00 | SY | 768.00 |
| 6 | **LABOR FOR INSTALL OF RUBBER BASE**<br>FLOORING SOLUTIONS INC.<br>LABOR | NA | 720.00 | LF | 720.00 |
| 7 | **FLOOR PREP ALLOWANCE SKIMCOAT FOR 2475 SFT**<br>FLOORING SOLUTIONS INC.<br>FLOOR PREP | N/A | 2,475.00 | SF | 4,430.00 |
| 8 | **FURNITURE MOVING AND REPLACEMENT**<br>FLOORING SOLUTIONS INC.<br>LABOR | NA | 40.00 | HR | 2,600.00 |
| 9 | **CARPET BORDER WORK**<br>FLOORING SOLUTIONS INC.<br>LABOR | NA | 350.00 | LF | 1,137.00 |

*TOTAL (THESE LINE ITEMS TAX EXEMPT)* **$21,922.00**

PEWS ARE NOT BEING MOVED BY FSI





**All work is to be performed during normal business hours unless noted otherwise.**
**Only minor floor prep is included.**
**The filling of holes, trenches, and major floor leveling is not included unless noted otherwise.**
**Cleaning, waxing, vacuuming or protection of new flooring is not included unless noted otherwise.**
**Full payment is due ten (10) days from receipt of invoice.**
**Excludes moisture suppression system.**
**This proposal is valid for 14 days.**

**WARRANTY DOES NOT INCLUDE ANY MOISTURE RELATED SUBFLOOR FAILURES**

**Commissioners Court - Regular Session** **23.**

**Meeting Date:** 02/28/2023

Children's Advocacy Center (P530) - Vaughn Change Order 11

**Submitted For:** Dale Butler **Submitted By:** Christy Matoska, Facilities Managemen

**Department:** Facilities Management

**Agenda Category:** Consent

---

**Information**

**Agenda Item**

Discuss, consider, and take appropriate action on Vaughn Construction, Change Order No. 11 for the Williamson County Children's Advocacy Center Addition Project (P530) in the amount of $165,080.00.

**Background**

This change order is for changes in scope requested by Williamson County. Department point of contact is Angel Gomez. There are 14 days added to substantial completion. New substantial completion date is April 10th, 2023.

---

**Fiscal Impact**

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

**Attachments**

CO #11

---

**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Becky Pruitt | 02/21/2023 01:39 PM |
| Form Started By: Christy Matoska | | Started On: 02/21/2023 11:40 AM |
| Final Approval Date: 02/21/2023 | | |

# 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: 011

Date: 01/27/2023

**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. 011 includes the below listed Vaughn Change Proposals No. 0013, 0019, 0020, 0021, 0022, 0023, 0024, 0025, and 0026. Additionally, a credit is included for Williamson County Utilities Invoice #120328 for utilities at the existing CAC building. This is deducted from Vaughn's Fee for the following Change Proposals. For Vaughn Project No. 2860-01.

| | |
|---|---|
| - CP No. 0013 - ASI 28 Decorative Trees | $ 62,249.00 |
| - CP No. 0019 - Infill Roof Vents of Existing CAC Roof | $ 2,429.00 |
| - CP No. 0020 - ASI 33 IT Revisions | $ 6,341.00 |
| - CP No. 0021 - ASI 32 Training Room Light Revisions | $ 4,810.00 |
| - CP No. 0022 - ASI 35 Soffit Revisions (+RFI 109) | $ 38,594.00 |
| - CP No. 0023 - RFI 108 FA Room Revisions | $ 2,953.00 |
| - CP No. 0024 - RFI 101 Mom's Door Swing Revision | $ 1,593.00 |
| - CP No. 0025 - ASI 30 Landscape Revisions (excl. PIP Surfacing) | $ 31,448.00 |
| - CP No. 0026 - Time Extension - ASIs 030, 033, and 035 | $ 15,500.00 |
| - Utilities Invoice #123028 | -$ (837.00) |

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**User Notes:**
(3B9ADA4A)

| | | |
|---|---|---|
| The original Contract Sum was | $ | 7,749,572.00 |
| The net change by previously authorized Change Orders | $ | 526,337.00 |
| The Contract Sum prior to this Change Order was | $ | 8,275,909.00 |
| The Contract Sum will be increased by this Change Order in the amount of | $ | 165,080.00 |
| The new Contract Sum including this Change Order will be | $ | 8,440,989.00 |

The Contract Time will be increased by fourteen (14) days.
The new date of Substantial Completion will be 04/10/23

**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 | J. T. Vaughn Construction, LLC | Williamson County, Texas |
| **ARCHITECT** *(Firm name)* | **CONTRACTOR** *(Firm name)* | **OWNER** *(Firm name)* |
| | M.C. | |
| **SIGNATURE** | **SIGNATURE** | **SIGNATURE** |
| Brody Harris, Architect | Mike Simpson, Director of Controls | |
| **PRINTED NAME AND TITLE** | **PRINTED NAME AND TITLE** | **PRINTED NAME AND TITLE** |
| | 02/07/23 | |
| **DATE** | **DATE** | **DATE** |

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**User Notes:** (3B9ADA4A)

VAUGHN CONSTRUCTION

1811 SE Inner Loop
Georgetown, TX
78626

T: (512) 663-7461

January 25, 2023

Brody Harris
BLGY Architecture
8001 Centre Park Dr. Suite 150
Austin, TX 78754

Re: Children's Advocacy Center

Job No: 286001

Subj: Change Proposal No. 286001-0013

Dear Sir or Madam:

We respectfully submit our proposal for an increase to our contract in the amount of $62,249 (sixty-two thousand two hundred forty-nine) dollars to provide custom decorative trees consisting of stain-grade maple over plywood and acoustic wall panel "leaves" per Owner/Architect request including additional safety, temporary protection of installed finishes, and clean up for the above referenced project.

It is assumed in this proposal that the scope of this work can be completed prior to the revised contract's substantial completion date, 03/27/2023. If factors such as material procurement, proposal approval time, etc. cause the scope to be completed after substantial completion, a separate proposal may be made to claim a time extension to the contract and associated General Conditions.

Additionally, this change proposal includes a modified scope from what is indicated in ASI-028. The body of the trees will be stain-grade maple over plywood in lieu of 4" planks with 1/2" reveal. The tree leaves will be as indicated in ASI-028. The tree in Family Advocate Interns Room 108 (detail 1/A-8.03) is not included in this proposal as it is deleted per Owner request in RFI 108.

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: Sub Back-up

CC: Brody Harris
Angel Gomez

# FORM B

**PROJECT:** **Children's Advocacy Center**

**CHANGE PROPOSAL NO:** **286001-0013**

**QUOTATION :**

| Item | Labor | Materials | Subs | Total |
|---|---|---|---|---|
| Standard Drywall, Inc. (8): | $0.00 | $0.00 | $15,261.00 | $15,261.00 |
| Georgetown Woodworks, L.L.C. (4): | $0.00 | $0.00 | $41,312.00 | $41,312.00 |
| Vaughn Construction : Fee (5.5% on SDI & GTWW ONLY) | $0.00 | $3,122.00 | $0.00 | $3,122.00 |
| Vaughn Construction : Vaughn General Works | $0.00 | $0.00 | $2,363.00 | $2,363.00 |
| Vaughn Construction : Sub Default Insurance - 1.25% (Standard Drywall) | $0.00 | $191.00 | $0.00 | $191.00 |
| **Totals** | $0.00 | $3,313.00 | $58,936.00 | $62,249.00 |

**TOTAL** **$62,249.00**

**TIME EXTENSION TO CONTRACT:** 0 Days

**Submitted Date:** **1/25/2023**

**Accepted**

**By:**_____

**Date:**_____

**VAUGHN CONSTRUCTION**

**By:** _____
**Doug Boram**

**Proposal Valid for 14 Days**

# Georgetown Woodworks, LLC

500 Wild Flower Lane
Georgetown, TX 78626
512-868-9048

**PCO#** 9

**Project:** Wilco CAC - Decorative Trees

**Date:** 1/23/2023

| Room | Scope / Description | Price |
|---|---|---|
| Various (4 trees) | Trees to be fabricated out of grain matched panels (maple, plane sliced or equivalent). Panels to be made out of 2 sheets of plywood, edgebanded, and custom stained. Includes qty 16 sheets of plain plywood and qty 16 sheets of veneered/grain matched plywood. 8 hours CNC time. 100 hours floor fabrication (hand edgebanding, z-clip install and routing), 40 hours stain shop, 120 hours of installation. | $41,312.00 |
| | | |
| Option 1 Add | Option to have us build the "leaves" out of MDF panels with a conversion varnish finish. | $8,309.00 |
| Option 2 Add | Option to build the trees out of Modern Mill "Acre" material ILO of plywood | $3,200.00 |
| | **TOTAL:** | $0.00 |

**Accepted By:** _____

**Company:** _____

**Date:** _____

Optional ~$7k savings ($8.3k in lieu of $15k for acoustic wall panel leaves by SDI)

# REQUEST FOR CHANGE ORDER

**Ref.#** TX8013-023
**External/RCO#**
**GC Ref#**
**Date** Nov 01, 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:** **Acoustical Hexagon Panel Tree - Tectum Hectagon shapes 12" (135ea) and 24" (48 ea)**

| Labor | Phase | Cost Code | Quantity | UOM | Unit Total | Rate | Total |
|---|---|---|---|---|---|---|---|
| General Foreman | 00 | 501 | 22.00 | Hrs | 22.00 | 50.00 | $1,100.00 |
| Act Wall Panels | 02 | 229 | 135.00 | Hrs | 135.00 | 42.00 | $5,670.00 |
| Cleanup All | 00 | 507 | 10.00 | Hrs | 10.00 | 42.00 | $420.00 |
| Stocking | 00 | 508 | 10.00 | Hrs | 10.00 | 42.00 | $420.00 |
| | | | | | **Total Labor** | | **$7,610.00** |

| Total Other Material Charges | Total |
|---|---|
| Materials - All | $6,264.00 |
| **Total Other Material Charges** | **$6,264.00** |

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

| | | |
|---|---|---|
| **Labor Total:** | **$7,610.00** | |
| **Material Total:** | **$6,264.00** | |
| **Sub Trade Total:** | **$0.00** | |
| **Cleanup Total:** | **$0.00** | |
| **Equipment Total:** | **$0.00** | |
| **Misc. Total:** | **$0.00** | |
| **Sub Total:** | **$13,874.00** | |
| **Mark Up:** | **$1,387.00** | 10.00% |
| **Total:** | **$15,261.00** | |

## Jeremy Riddle

**From:** Brad Hughey <bhughey@lonestarmaterials.com>
**Sent:** Thursday, December 8, 2022 1:33 PM
**To:** Jeremy Riddle; Dillon Sappington
**Subject:** RE: [EXTERNAL]:Wilco CAC Tectum Hexagon Panels

135

5420H01T10 – 171 total (57 ea of 3 colors specified) - $15.53 per panel, all three colors the same price.
5420H02T10 – 57 total (19 ea of 3 colors specified) - $55.18 per panel, all three colors the same price.

48

~$4745
+ $500 S&H
+ misc. install material (liquid nail, etc.)

Thanks,

**Brad Hughey**
Outside Sales|Lone Star Materials
BHughey@lonestarmaterials.com |Cell: 737-218-2445
1307 Smith Road
Austin, TX 78721
Office: 512-643-7969
Fax: 512-834-8992
www.lonestarmaterials.com

---

**From:** Jeremy Riddle <jriddle@standarddrywall.com>
**Sent:** Wednesday, December 7, 2022 3:45 PM
**To:** Brad Hughey <bhughey@lonestarmaterials.com>; Dillon Sappington <dillon.sappington@lonestarmaterials.com>
**Cc:** kbschatz@armstrongceilings.com
**Subject:** [EXTERNAL]:Wilco CAC Tectum Hexagon Panels

[EXTERNAL]

Good Afternoon Brad/Dillon,

Wanting to see if you can help me with pricing for these panels. Quantities below

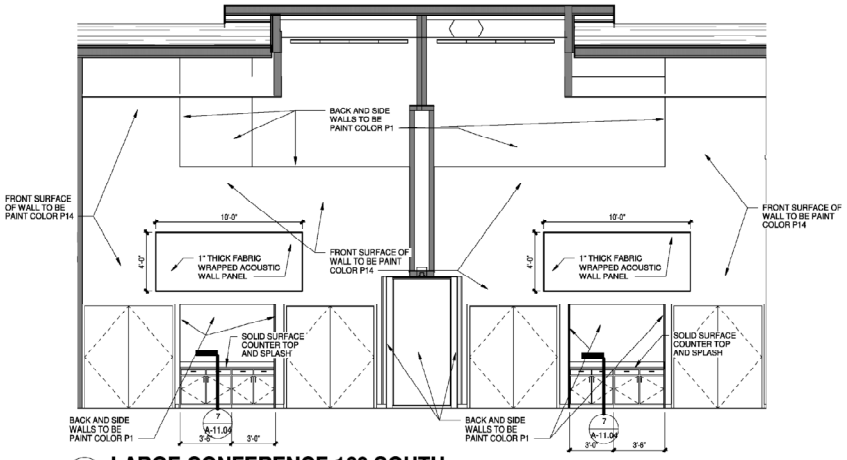
5420H01T10 – 171 total (57 ea of 3 colors specified)
5420H02T10 – 57 total (19 ea of 3 colors specified)

Let me know if you have any questions as well.

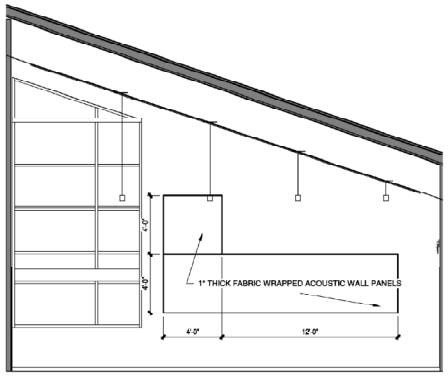
Thank you,

CLICK HERE TO JOIN SDI IN SUPPORTING MEN'S HEALTH

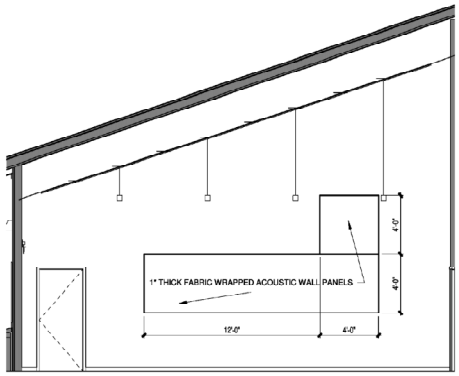
Jeremy Riddle | Estimator/Project Manager
**Standard Drywall Inc.** | Founded in 1955
4308 Burch Drive Del Valle, TX 78617
Office 512.651.5096 | Mobile 512.787.2874
jriddle@standarddrywall.com | www.standarddrywall.com



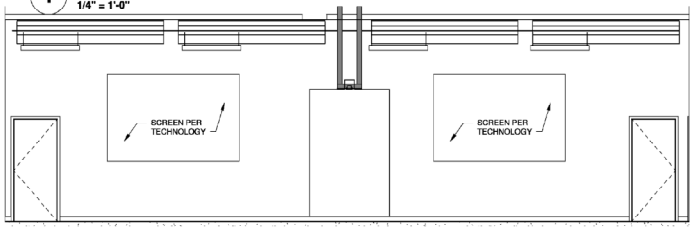

## 1 LARGE CONFERENCE 160 SOUTH
1/4" = 1'-0"




## 2 LARGE CONFERENCE 160 WEST
1/4" = 1'-0"



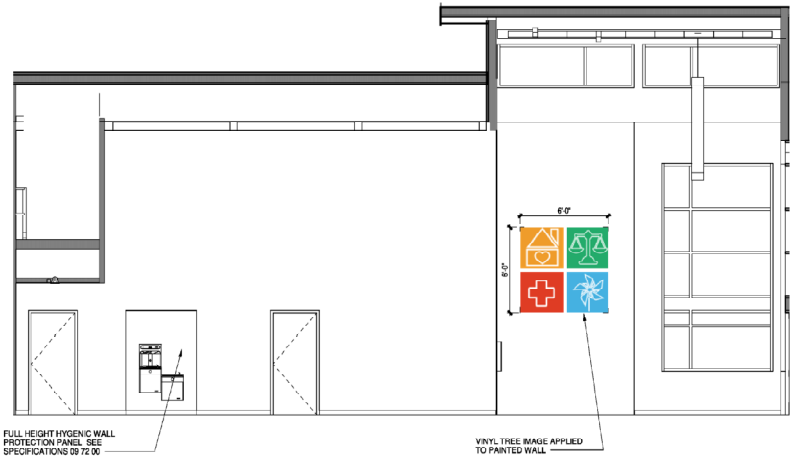

## 3 LARGE CONFERENCE 160 EAST
1/4" = 1'-0"



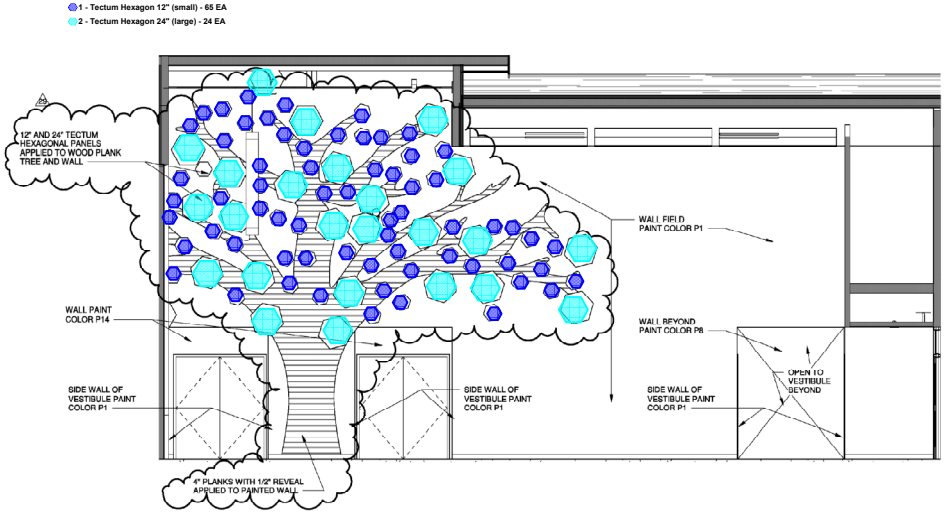

## 4 LARGE CONFERENCE 160 NORTH
1/4" = 1'-0"

**NOTE:**

REFER TO A-4.02 FINISH SCHEDULE FOR PAINT COLOR LEGEND




## 5 HALLWAY/VESTIBULE 162 & 163 SOUTH
1/4" = 1'-0"




## 6 HALLWAY/VESTIBULE 162 & 163 NORTH
1/4" = 1'-0"

PLOTTED: 12/5/2022 4:07:04 PM


BLGY ARCHITECTURE
8001 Cierra Park Drive - Suite 150
Austin, TX 78754
512.977.0390 t 512.977.0638 f
www.blgy.com

REGISTERED ARCHITECT LAKSHMINARAYAN STATE OF TEXAS 78602

12/9/2021

CIVIL
HALFF ASSOCIATES
9500 Amberlin BLVD · BLDG F, Suite 125
Austin, Texas 78729
512-777-4600

STRUCTURAL
DATUM ENGINEERS
5140 N. Mopac EXPY - BLDG 1, Suite 120
Austin, Texas 78750
512-480-2400

MEP
HENDRIX CONSULTING ENGINEERS
115 E. Main Street
Round Rock, Texas 78664
512-210-3000

LANDSCAPE
STUDIO 1619
505 W. Liberty Ave, Suite 103
Round Rock, TX 78664
512-534-3550

TECHNOLOGY
TRUE NORTH CONSULTING GROUP
13234 Pond Springs Road, Suite 304
Austin, Texas 78729
512-401-3445

ACOUSTICS
BAI, LLC
4006 Speedway
Austin, Texas 78751
512-476-3464


WILLIAMSON COUNTY

# CHILDREN'S ADVOCACY CENTER ADDITION

1811 S.E. INNER LOOP, GEORGETOWN TEXAS 78626

PROJECT NO.: 22002

PERMIT SET

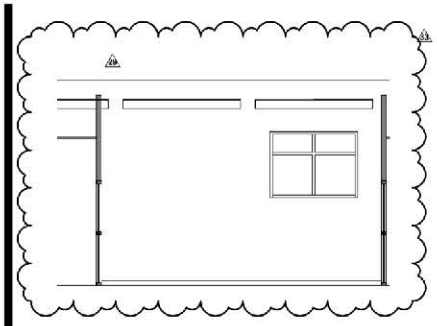
ISSUE DATE 12/9/2021

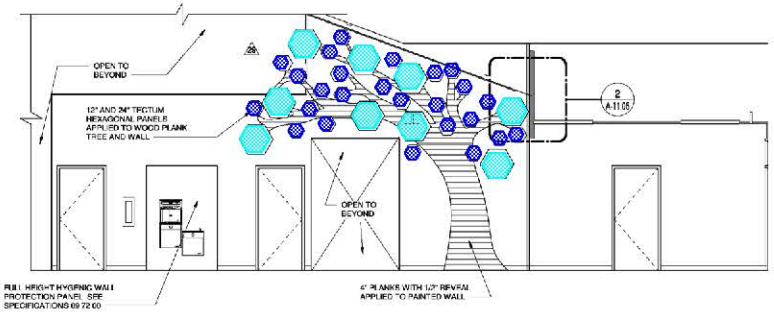
| No | Date | Description |
|---|---|---|
| 29 | 12/5/2022 | ASI 28 |
| 9 | Date 9 | ASI 9 |
| 7 | 3/7/2022 | ASI 6 |
| 2 | 12/6/2021 | Addendum 2 |
| 1 | 9/1/2021 | Addendum 1 |

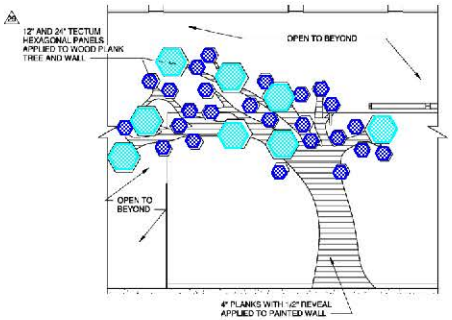
INTERIOR ELEVATIONS

A-8.01

1 - Tectum Hexagon 12" (small) - 68 EA
2 - Tectum Hexagon 24" (large) - 23 EA



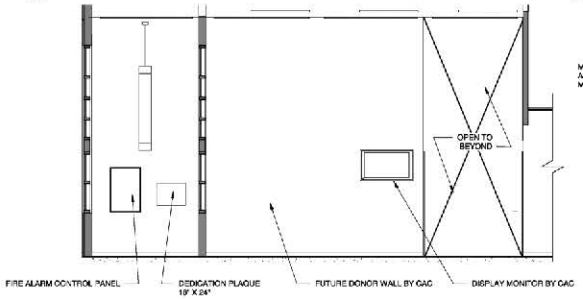


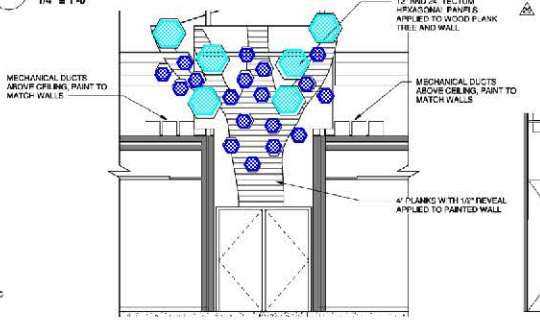

## 1 FAMILY ADV. TREE WALL
1/4" = 1'-0"

## 2 LOBBY TREE WALL
1/4" = 1'-0"

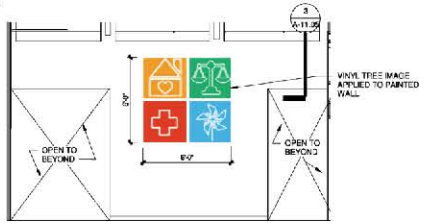
## 3 EAST HALL 116
1/4" = 1'-0"



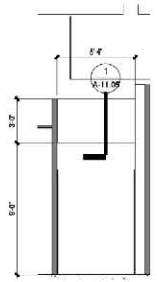

## 4 LOBBY EAST WALL
1/4" = 1'-0"



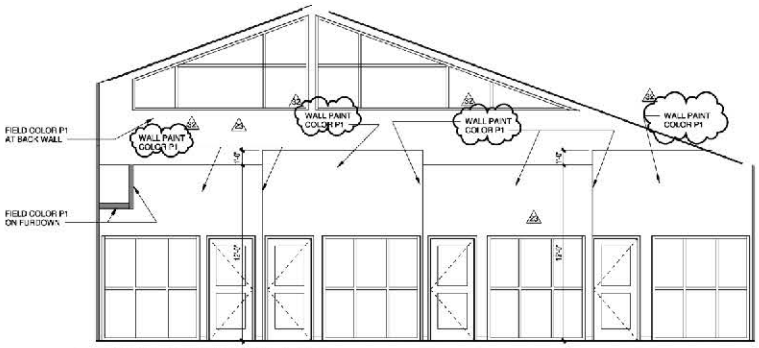

## 5 HALLWAY 139 EAST
1/4" = 1'-0"



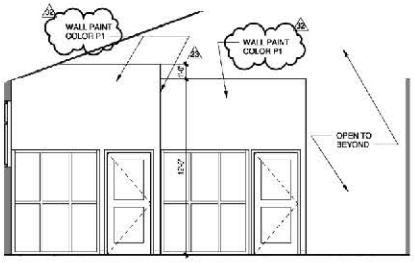

## 6 LOBBY WALL
1/4" = 1'-0"



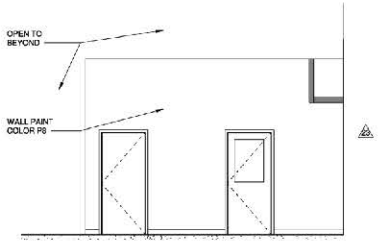

## 7 FURDOWN RM 108
1/4" = 1'-0"




## 8 FAMILY ADV. NORTH
1/4" = 1'-0"




## 9 FAMILY ADV. SOUTH
1/4" = 1'-0"




## 10 FAMILY ADVOCACY HALL SOUTH
1/4" = 1'-0"

DETAIL DELETED

## 11 FAMILY ADVOCACY NORTH WALL DETAIL PLAN
1/4" = 1'-0"

DETAIL DELETED

## 12 FAMILY ADVOCACY SOUTH WALL DETAIL PLAN
1/4" = 1'-0"

**NOTE:**

REFER TO A-4.02 FINISH SCHEDULE FOR PAINT COLOR LEGEND


BLGY ARCHITECTURE
BLGY ARCHITECTURE
8000 Centre Park Drive - Suite 150
Austin, TX 78754
512.977.0390 | 512.977.0638 f
www.blgy.com


REGISTERED ARCHITECT
STATE OF TEXAS

12/9/2021


CIVIL
HALFF ASSOCIATES
3500 Jamboree Blvd - Bldg 1, Suite 25
Austin, Texas 78728
512-777-4600

STRUCTURAL
DATUM ENGINEERS
7401 N. Mopac Expy - Bldg 1, Suite 30
Austin, Texas 78759
512-918-3430

MEP
HENDRIX CONSULTING ENGINEERS
1101 S. Main Street
Round Rock, Texas 78664
512-218-0000

LANDSCAPE
STUDIO 1818
906 W. Liberty Ave, Suite 100
Round Rock, TX 78664
512-534-3600

TECHNOLOGY
TRUE NORTH CONSULTING GROUP
13308 Pond Springs Road, Suite 204
Austin, Texas 78729
512-451-3442

ACOUSTICS
BAI, LLC
4900 Spicewood
Austin, Texas 78751
512-416-3464


WILLIAMSON COUNTY
# CHILDREN'S ADVOCACY CENTER ADDITION
1811 S.E. INNER LOOP, GEORGETOWN TEXAS 78626

PROJECT NO.: 22002
PERMIT SET
ISSUE DATE 12/9/2021

| No | Date | Description |
|---|---|---|
| 33 | 5/19/2023 | RFI 135 |
| 32 | 1/4/2023 | ASI 31 |
| 29 | 12/5/2022 | ASI 29 |
| 23 | 9/8/2022 | ASI 23 |
| 8 | Date 8 | ASI 8 |

INTERIOR ELEVATIONS

A-8.03

PLOT DATE: 12/7/2021 1:36:05 PM

# TECTUM® DesignArt™ – Shapes

Direct-Attach Wall Panels
coarse texture

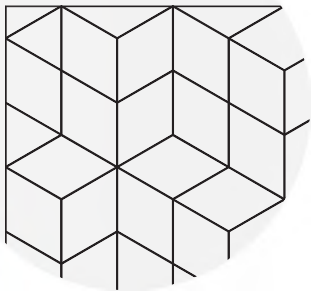
SUSTAIN®
High Performance Sustainable Ceiling Systems

24/7 DEFEND™
Solutions for Healthier, Safer Spaces

CONTAIN CLEAN PROTECT

▲ Tectum DesignArt - Shapes Direct-Attach wall panels in pattern TDSH-0006 in standard colors

CAD/Revit® drawings at:
armstrongceilings.com/cadrevit



Visit our online pattern gallery at:
armstrongceilings.com/patterngallery

Mix and match Shapes and Lines for a truly unique visual!

armstrongceilings.com/designart

Transform interior spaces by combining texture, shapes, patterns, and colors with sustainable, acoustical Tectum® DesignArt™ – Shapes Direct-Attach Wall Panels.

## KEY SELECTION ATTRIBUTES

- 30 standard Shapes direct-attach wall panels available in 24 new standard colors, and Natural
- Products in the Tectum DesignArt portfolio are made to work together
- Available for ceiling and wall applications
- Tectum DesignArt – Shapes panels have UL® Certified acoustics with testing and reporting that align with industry-wide best practices
- Great retrofit solution for noise reduction
- Excellent sound absorption – NRC up to 0.85 (1" panel, C-40 Mounting)
- CleanAssure™ family of products – includes disinfectable panels, suspension systems, and trim (standard colors only)
- Sustainable Beyond Standard: Custom sizes in 1" thickness and all standard panels are part of the Sustain® portfolio, and meet the most stringent industry sustainability compliance standards today
- All edges are beveled and painted
- Touch up paint for standard colors available
- Panels can be mechanically fastened to a wide variety of surfaces including masonry, drywall, drywall grid system, wood, and more
- USDA Biobased content: 98%

## COLORS

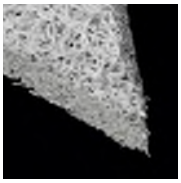
Due to printing limitations, shade may vary from actual product.

Custom Colors Available*

* Colors that are pre-qualified to meet Sustain portfolio requirements are available upon request. Other made-to-order colors must be evaluated if sustainability criteria is required. Lead time will increase.

Maybe?

## DETAIL



Tectum DesignArt - Shapes Direct-Attach panel in Polar. Edges are beveled and painted


TechLine 877 276-7876
armstrongceilings.com/designart

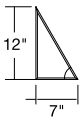
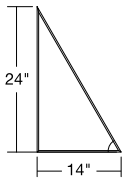
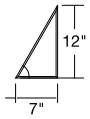
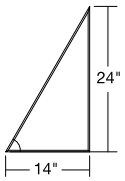

Armstrong® CEILING & WALL SOLUTIONS

# TECTUM® DesignArt™ – Shapes

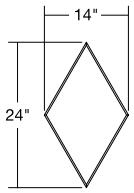
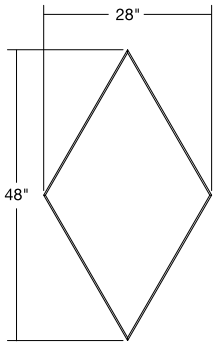
Direct-Attach Wall Panels
coarse texture

## 60° SHAPES

### Right Triangles
Nominal Dimensions

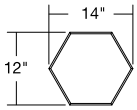
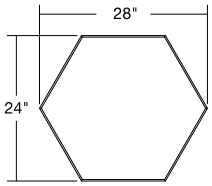
| | Item No.◆ | Description |
|---|---|---|
|  | 5420T05T10 _ _ _ | Right Triangle – Right |
|  | 5420T06T10 _ _ _ | Right Triangle – Right |
|  | 5420T07T10 _ _ _ | Right Triangle – Left |
|  | 5420T08T10 _ _ _ | Right Triangle – Left |

### Parallelograms
Nominal Dimensions

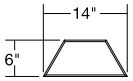
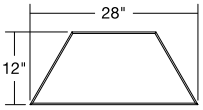
| | Item No.◆ | Description |
|---|---|---|
|  | 5420P05T10 _ _ _ | Parallelogram |
|  | 5420P06T10 _ _ _ | Parallelogram |

## 60° SHAPES

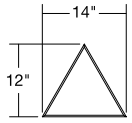
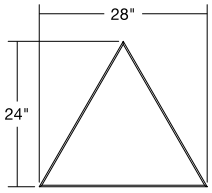
### Hexagons
Nominal Dimensions

| | Item No.◆ | Description |
|---|---|---|
|  x135 | 5420H01T10 _ _ _ | Hexagon |
|  x48 | 5420H02T10 _ _ _ | Hexagon |

### Trapezoids
Nominal Dimensions

| | Item No.◆ | Description |
|---|---|---|
|  | 5420Z01T10 _ _ _ | Trapezoid |
|  | 5420Z02T10 _ _ _ | Trapezoid |

### Equilateral Triangles
Nominal Dimensions

| | Item No.◆ | Description |
|---|---|---|
|  | 5420T03T10 _ _ _ | Equilateral Triangle |
|  | 5420T04T10 _ _ _ | Equilateral Triangle |

◆ When specifying or ordering, include the appropriate 3-digit color suffix TNA = Natural; TPO = Polar (e.g. 5420R01T10 T P O). Consult installation instructions for fastener guidance.

MORE ITEMS ▶

VAUGHN
CONSTRUCTION

1811 SE Inner Loop
Georgetown, TX
78626

T: (512) 663-7461

January 13, 2023

Brody Harris
BLGY Architecture
8001 Centre Park Dr. Suite 150
Austin, TX 78754

Re: Children's Advocacy Center
Job No: 286001

Subj: Change Proposal No. 286001-0019

Dear Sir or Madam:

We respectfully submit our proposal for an increase to our contract in the amount of $2,429 (two thousand four hundred twenty-nine) dollars to provide 1/2" plywood infill of the existing CAC building roof ridge vent and roof vent penetrations per Owner request for the above referenced project. This was an Owner-driven change, reference attached correspondence.

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: Sub Back-up

CC: Brody Harris
Angel Gomez

# FORM B

**PROJECT:** **Children's Advocacy Center**

**CHANGE PROPOSAL NO:** **286001-0019**

**QUOTATION :**

| Item | Labor | Materials | Subs | Total |
|---|---|---|---|---|
| Texas Traditions Group, LLC (26): | $0.00 | $0.00 | $2,303.00 | $2,303.00 |
| Vaughn Construction : Fee (5.5%) | $0.00 | $126.00 | $0.00 | $126.00 |
| **Totals** | $0.00 | $126.00 | $2,303.00 | $2,429.00 |

**TOTAL** **$2,429.00**

**TIME EXTENSION TO CONTRACT:** 0 Days

**Submitted Date:** **1/12/2023**

**Accepted**

**By:**_____

**Date:**_____

**VAUGHN CONSTRUCTION**

**By:** _____
**Doug Boram**

**Proposal Valid for 14 Days**

Texas Traditions Roofing, LLC
508 Cedar Drive
Georgetown, TX 78628

License #: 03-0321

***Recommendation Provided To:***
Vaughn Construction
6604 N Lamar Blvd.
Austin, TX 78752
512-663-7461
dougboram@vaughnconstruction.com

**Date Provided:**
December 22, 2022

**Recommendation Provided by:**
Jameson Riser
559-779-1207

***Scope:***
Ventilation Back Fill

**Base Price:** **$ 2,303**
***Price Valid for 60 days.***

**Inclusions:**
Fill in ridge ventilation with 1/2" CDX plywood.
Fill in all ventilation penetration opening with 1/2" CDX plywood

Related to Roof Only.
Not Soffits.

**Exclusions:**
Any other work not mentioned above.

## Clayton Coleman

**From:** Doug Boram
**Sent:** Tuesday, February 7, 2023 4:49 PM
**To:** Clayton Coleman
**Subject:** FW: P530 CAC - Reroof Existing CAC Building -Follow Up

Doug Boram
Vaughn Construction
(512) 663-7461

---

**From:** Angel Gomez <angel.gomez@wilco.org>
**Sent:** Wednesday, December 14, 2022 9:01 AM
**To:** Clayton Coleman <WColeman@vaughnconstruction.com>
**Cc:** Doug Boram <dougboram@vaughnconstruction.com>; Trenton Jacobs <trenton.jacobs@wilco.org>
**Subject:** P530 CAC - Reroof Existing CAC Building -Follow Up

**– External Email –**

Good morning,

Regarding the replacement of the roof on the existing building.

Ensure that the ridge roof vents are removed when the roof is replaced as they are no longer needed.

Request a price estimate to cover the perforated vents holes in the soffit.

Respectfully,

WILLIAMSON COUNTY
1848
FACILITIES MANAGEMENT

J. Ángel Gómez, CTCM
**Senior Project Manager**
(512) 943-1625 Cell (512) 917-0894
angel.gomez@wilco.org
https://www.wilco.org/Departments/Facilities-Management
3101 SE Inner Loop, Georgetown, TX 78626

Should you need Facility Maintenance Services please submit a work order by clicking on this icon:

NOTICE OF CONFIDENTIALITY: The information in this communication is confidential and intended only for the exclusive use of the addressee. The copying, distribution, or other use of this communication by the addressee or any other person or entity is prohibited. If you have received this communication by mistake, please notify the sender immediately and destroy all forms of this communication.

VAUGHN CONSTRUCTION

1811 SE Inner Loop
Georgetown, TX
78626

T: (512) 663-7461

February 06, 2023

Brody Harris
BLGY Architecture
8001 Centre Park Dr. Suite 150
Austin, TX 78754

Re: Children's Advocacy Center

Job No: 286001

Subj: Change Proposal No. 286001-0020

Dear Sir or Madam:

We respectfully submit our proposal for an increase to our contract in the amount of $6,341 (six thousand three hundred forty-one) dollars to provide cabling, pathway, and equipment revisions in accordance with ASI-033 issued by BLGY dated 01/17/23 for the above referenced project.

On 1/10/23, it was communicated to Vaughn that installation of the data cabling system was to halt pending revisions to the scope by the Owner and design team. ASI 33 was issued to Vaughn on 1/17/23. New cabling in accordance with the revisions took one day to procure and work on this scope resumed 1/18/23. Overall, the halt delayed the data cabling installation scope by 8 calendar days.

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: Sub Back-up & ASI 033 Narrative

CC: Brody Harris
Angel Gomez

# FORM B

**PROJECT:** **Children's Advocacy Center**

**CHANGE PROPOSAL NO:** **286001-0020**

**QUOTATION :**

| Item | Labor | Materials | Subs | Total |
|---|---|---|---|---|
| Britt Rice Construction Company, L.P. (16): | $0.00 | $0.00 | $2,936.00 | $2,936.00 |
| Doyle Electric, LLC (15): | $0.00 | $0.00 | $3,037.00 | $3,037.00 |
| Vaughn Construction : SDI - Doyle (1.25% | $0.00 | $38.00 | $0.00 | $38.00 |
| Vaughn Construction : Fee (5.5%) | $0.00 | $330.00 | $0.00 | $330.00 |
| **Totals** | $0.00 | $368.00 | $5,973.00 | $6,341.00 |

**TOTAL** **$6,341.00**

**TIME EXTENSION TO CONTRACT:** 8 Days ← 8 Calendar Day halt, not claiming days/GCs as part of this proposal

**Submitted Date:** **2/3/2023**

**Accepted**

**By:**_____

**Date:**_____

**VAUGHN CONSTRUCTION**

**By:** _____
**Doug Boram**

**Proposal Valid for 14 Days**

Carroll Systems
Voice & Data Structured Cabling
4603 COMMERCIAL PARK DRIVE ▪ AUSTIN, TEXAS 78724

**CHANGE ORDER NUMBER #12395-02** **DATE: 1/17/2023**
**TO:** Vaughn Construction

**JOB NAME/LOCATION: Children's Advocacy Center**

**DATE OF EXISTING CONTRACT**: 6/2022

Amount of Change Order #02 **$2,936.26**

**We hereby agree to make the changes specified below:** PER **ASI#33**
Provide and install R2P 2-post Racks instead of R4P 4-post Racks in MDF Room per ASI#33
Switch Wireless AP cables from Blue to White.
Switch Camera cables from Blue to Yellow
Repull 10 Wireless AP cables and 13 camera cables.

**NOTE: This Change Order becomes part of and in conformance with the existing contract.**
**We agree hereby to make the change(s) specified above at this price:**

_Walter King_____
**Authorized Contractor Representative**
**Walter King**

**ACCEPTED The above prices and specifications of this Change Order are satisfactory and are hereby accepted. All work to be performed under same terms and conditions are specified in original contract unless otherwise stipulated.**

**Date of Acceptance:**_____

_____
**Signature (Owner)**

| Description | Price |
|---|---|
| Materials | $699.51 |
| Labor | $1,969.82 |
| **OH&P** | **$266.93** |
| **Total** | **$2,936.26** |

| QTY | UM | MANF. | PART # | DESCRIPTION |
|---|---|---|---|---|
| | | | | |
| | | | | 10-3000 Cable |
| 4000 | ft | Panduit | PUP6AHD04WH-G | Category 6A Cable CMP White |
| 3000 | ft | Panduit | PUP6004YL-U | Category 6 Cable CMP Yellow |
| 2 | ea | Panduit | R2P | 19" x 84" 2-Post Rack |
| -3 | ea | Panduit | R4P36CN | 19" x 84" 4-Post Rack |
| -1 | kt | CPI | 10610-019 | Rack-Mount Ground Bar |
| -1 | ea | Panduit | PR2VD10 | 10" Vertical Cable Manager w / Door |
| -2 | ea | Wyr-Grid / Panduit | WGSWF4BL | Cable Side Waterfall, Black |
| -1 | ea | CPI | 10595-712 | Rack to Runway Mounting Plate 12" |
| -1 | ea | CPI | 10506-706 | Rack Elevation Kit 6" |
| 1 | lot | 0 | 0 | 10-9900 MISC |

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

# Request for Change Order

1/18/2022

**TO:**
Vaughn Construction
Doug Boram
Houston, Texas 77042

**JOB:**
Project: Wilco Children's Advocacy Center
1811 SE Inner Loop
Georgetown, TX 78626

Change Order Number: 593-17 R2

**CHANGE ORDER INFORMATION: Sleeve Locations**

**WORK DESCRIPTION: Includes labor and material for additional sleeving per email and drawing sent on January 18, 2023.**

The total amount of this Change Order is: **$3,037.00**

Total Number of Working Days: **5**

**Exclusions:**
- **Tax**
- **Sheetrock Repair**
- **Paint**
- **Grid Repair**
- **Schedule Delays**
- **Additional Caulking**
- **Plugs/Sealing of sleeves**
- **Access Panels**

Sincerely,

*Dustin Doyle*

Dustin Doyle
Doyle Electric, LLC
512-743-5534

| Item# | Description | Qty | Price | Price Unit | Ext Price | Labor | Labor Unit | Ext Labor |
|---|---|---|---|---|---|---|---|---|
| 9856 | 3/4" Hole Drill | 18.00 | 0.00 | C | 0.00 | 0.25 | E | 4.50 |
| 9857 | 2" Hole Drill | 31.00 | 0.00 | C | 0.00 | 0.25 | E | 7.75 |
| 1001 | 3/4" EMT | 90.00 | 111.71 | C | 100.53 | 5.00 | C | 4.50 |
| 1005 | 2" EMT | 60.00 | 445.91 | C | 267.55 | 8.00 | C | 4.80 |
| 1545 | 3/4" Set Screw Steel Cplg | 10.00 | 346.50 | C | 34.65 | 0.12 | E | 1.20 |
| 1549 | 2" Set Screw Steel Cplg | 5.00 | 776.80 | C | 38.84 | 0.24 | E | 1.20 |
| 1607 | 3/4" Plastic Bushing | 10.00 | 33.57 | C | 3.36 | 0.12 | E | 1.20 |
| 1611 | 2" Plastic Bushing | 14.00 | 162.53 | C | 22.75 | 0.27 | E | 3.78 |
| 2371 | 3/4" Unistrut Strap | 8.00 | 217.88 | C | 17.43 | 10.00 | C | 0.80 |
| 2387 | 2" Unistrut Strap-Rigid | 4.00 | 368.97 | C | 14.76 | 4.00 | C | 0.16 |
| 5932 | Unistrut (Deep) | 10.00 | 1150.04 | C | 115.00 | 20.00 | C | 2.00 |
| 5935 | Cut 12 Gauge 1-5/8x1-5/8 Channel (labor) | 7.00 | 0.00 | E | 0.00 | 0.26 | E | 1.82 |
| 6168 | 1/4X4 Toggle Bolt | 4.00 | 37.85 | C | 1.51 | 12.00 | C | 0.48 |
| 1330 | 2" EMT Elbow | 2.00 | 24.43 | E | 48.86 | 0.50 | E | 1.00 |
| | | | | | **665.24** | | | **35.19** |

| **Change Order Summary** | |
|---|---|
| Material Total | $665.24 |
| **Material Subtotal** | **$665.24** |
| Electrician Hours | 35.94 |
| Electrican per Hour with Burden | $38.77 |
| Overtime Electrician Hours | 0.00 |
| OT Electrican per Hour with Burden | $57.38 |
| Superintedent Hours | 3.59 |
| Superintedent per Hour with Burden | $63.88 |
| OT Superintedent Hours | 0.00 |
| OT Superintedent per Hour with Burden | $94.54 |
| ***Labor Subtotal*** | ***$1,622.72*** |
| *Consumables (6% of material)* | *$39.91* |
| *Project Management (5% of labor)* | *$81.14* |
| *Safety ($0.50 per labor hour)* | *$19.77* |
| *Equipment* | *$332.00* |
| *Subcontractors* | *$0.00* |
| ***Direct Costs Subtotals*** | ***$472.82*** |
| Total Costs Subtotal | $2,760.78 |
| Overhead/Profit (10%) | $276.08 |
| | |
| **CHANGE ORDER TOTAL** | **$3,037** |

8001 Centre Park Dr.
Suite 150
Austin, TX 78754
512.977.0390 t
512.977.0838 f
www.blgy.com

# ARCHITECT'S SUPPLEMENTAL INSTRUCTION *(ASI)*

PROJECT: **Wilco Children's Advocacy Center – Addition** ASI NO: **33**

PROJECT NO: **22002.0**

TO: **Doug Boram** DATE: **1/17/23**

This Architectural Supplemental Instruction is issued for the purpose of providing information or clarification to the Contract Documents. The work shall be carried out in accordance with the following supplemental instructions issued in accordance with the Contract Documents without change in Contract Sum or Contract Time. Indicate your acceptance of these instructions as consistent with the Contract Documents and return signed copy to the Owner and Architect.

INSTRUCTION(S): **Data and Technology Modifications**

**See attached revised Technology T0.00, T2.02, T4.00, and T5.02,**

**See also revised Spec Sections 27 11 00 and 27 15 00**

Issued By: **BLGY, Inc.**

**Brody Harris/ Sita Lakshminarayan**

Accepted By:

**CM Vaughn Construction**

Date:

Copies: **Angel Gomez, Project Manager**

**Wilco**

VAUGHN
CONSTRUCTION

1811 SE Inner Loop
Georgetown, TX
78626

T: (512) 663-7461

January 24, 2023

Brody Harris
BLGY Architecture
8001 Centre Park Dr. Suite 150
Austin, TX 78754

Re: Children's Advocacy Center

Job No: 286001

Subj: Change Proposal No. 286001-0021

Dear Sir or Madam:

We respectfully submit our proposal for an increase to our contract in the amount of $4,810 (four thousand eight hundred ten) dollars to provide lighting revisions in accordance with ASI-032 issued by BLGY dated 1/6/23 for the above referenced project.

It is assumed in this proposal that the scope of this work can be completed without impacting the existing contract's revised substantial completion date, 03/27/2023. If factors such as material procurement, proposal approval time, etc. cause the scope to be completed after substantial completion, a separate proposal will be made to claim a time extension to the contract and associated General Conditions.

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: Sub Back-Up & ASI-032 Narrative

CC: Brody Harris
Angel Gomez

# FORM B

**PROJECT:** **Children's Advocacy Center**

**CHANGE PROPOSAL NO:** **286001-0021**

**QUOTATION :**

| Item | Labor | Materials | Subs | Total |
|---|---|---|---|---|
| Doyle Electric, LLC (15): | $0.00 | $0.00 | $4,504.00 | $4,504.00 |
| Vaughn Construction : SDI - Doyle (1.25% | $0.00 | $56.00 | $0.00 | $56.00 |
| Vaughn Construction : Fee (5.5%) | $0.00 | $250.00 | $0.00 | $250.00 |
| **Totals** | $0.00 | $306.00 | $4,504.00 | $4,810.00 |

**TOTAL** **$4,810.00**

**TIME EXTENSION TO CONTRACT:** 0 Days

**Submitted Date:** **1/24/2023**

**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

1/11/2023

**TO:**
Vaughn Construction
Doug Boram
Houston, Texas 77042

**JOB:**
Project: Wilco Children's Advocacy Center
1811 SE Inner Loop
Georgetown, TX 78626

Change Order Number: 593-16

**CHANGE ORDER INFORMATION: ASI 32**

**WORK DESCRIPTION: Includes labor for relocation of supports for new fixture locations as depicted in ASI 32.**

The total amount of this Change Order is: **$4,504.00**

Total Number of Working Days: **4**

**Exclusions:**
- **Tax**
- **Sheetrock Repair**
- **Paint**
- **Grid Repair**
- **Schedule Delays**
- **Additional Caulking**
- **Plugs/Sealing of sleeves**
- **Access Panels**

Sincerely,

*Dustin Doyle*

Dustin Doyle
Doyle Electric, LLC
512-743-5534

| Item# | Description | Qty | Price | Price Unit | Ext Price | Labor | Labor Unit | Ext Labor |
|---|---|---|---|---|---|---|---|---|
| 2419 | Unistrut W Clamp | 22.00 | 0.00 | E | 0.00 | 0.09 | E | 1.98 |
| D2419 | Demo Unistrut W Clamp | 22.00 | 0.00 | E | 0.00 | 0.09 | E | 1.98 |
| 5932 | Unistrut (Deep) | 220.00 | 0.00 | E | 0.00 | 0.18 | E | 39.60 |
| D5932 | Demo Unistrut (Deep) | 220.00 | 0.00 | E | 0.00 | 0.09 | E | 19.80 |
| | | | | | **0.00** | | | **63.36** |

| **Change Order Summary** | |
|---|---|
| Material Total | $0.00 |
| **Material Subtotal** | **$0.00** |
| Electrician Hours | 31.68 |
| Electrican per Hour with Burden | $38.77 |
| Overtime Electrician Hours | 31.68 |
| OT Electrican per Hour with Burden | $57.38 |
| Superintedent Hours | 3.16 |
| Superintedent per Hour with Burden | $63.88 |
| OT Superintedent Hours | 3.16 |
| OT Superintedent per Hour with Burden | $94.54 |
| ***Labor Subtotal*** | ***$3,546.64*** |
| *Consumables (6% of material)* | *$0.00* |
| *Project Management (5% of labor)* | *$177.33* |
| *Safety ($0.50 per labor hour)* | *$34.84* |
| *Equipment* | *$336.00* |
| *Subcontractors* | *$0.00* |
| ***Direct Costs Subtotals*** | ***$548.17*** |
| Total Costs Subtotal | $4,094.81 |
| Overhead/Profit (10%) | $409.48 |
| | |
| **CHANGE ORDER TOTAL** | **$4,504** |

8001 Centre Park Dr.
Suite 150
Austin, TX 78754
512.977.0390 t
512.977.0838 f
www.blgy.com

# ARCHITECT'S SUPPLEMENTAL INSTRUCTION *(ASI)*

PROJECT: **Wilco Children's Advocacy Center – Addition** ASI NO: **32**

PROJECT NO: **22002.0**

TO: **Doug Boram** DATE: **1/06/23**

This Architectural Supplemental Instruction is issued for the purpose of providing information or clarification to the Contract Documents. The work shall be carried out in accordance with the following supplemental instructions issued in accordance with the Contract Documents without change in Contract Sum or Contract Time. Indicate your acceptance of these instructions as consistent with the Contract Documents and return signed copy to the Owner and Architect.

INSTRUCTION(S): **Training room lighting and ceiling layout modifications**

**See attached revised Architectural sheets A3.01**

Issued By: **BLGY, Inc.**

**Brody Harris/ Sita Lakshminarayan**

Accepted By:

**CM Vaughn Construction**

Date:

Copies: **Angel Gomez, Project Manager**

**Wilco**

VAUGHN
CONSTRUCTION

1811 SE Inner Loop
Georgetown, TX
78626

T: (512) 663-7461

February 03, 2023

Brody Harris
BLGY Architecture
8001 Centre Park Dr. Suite 150
Austin, TX 78754

Re: Children's Advocacy Center

Job No: 286001

Subj: Change Proposal No. 286001-0022

Dear Sir or Madam:

We respectfully submit our proposal for an increase to our contract in the amount of $38,594 (thirty-eight thousand five hundred ninety-four) dollars to provide exterior overhang and porch soffit revisions in accordance with the RFI 109 response and ASI-35 issued by BLGY on 1/03/23 and 1/17/23, respectively, for the above referenced project.

A stop-work notice was issued to Vaughn on 1/13/23 pending Owner-driven design changes to the soffit scope. On 1/17/23, ASI 35 was issued to Vaughn with the revised soffit layout. Cost impact analysis, uninstallation of soffit, and new material procurement was complete and the scope was able to resume install on 1/20/23. Overall, the scope was delayed 7 calendar days.

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: Sub Back-up, RFI 109 Response, & ASI-035 Narrative

CC: Angel Gomez

# FORM B

**PROJECT:** **Children's Advocacy Center**

**CHANGE PROPOSAL NO:** **286001-0022**

**QUOTATION :**

| Item | Labor | Materials | Subs | Total |
|---|---|---|---|---|
| Standard Drywall, Inc. (8): | $0.00 | $0.00 | $19,655.00 | $19,655.00 |
| Central Texas Finishers, LLC (11): | $0.00 | $0.00 | $16,682.00 | $16,682.00 |
| Vaughn Construction : Sub Default Insurance - Standard Drywall - 1.25% | $0.00 | $245.00 | $0.00 | $245.00 |
| Vaughn Construction : Fee - 5.5% | $0.00 | $2,012.00 | $0.00 | $2,012.00 |
| **Totals** | $0.00 | $2,257.00 | $36,337.00 | $38,594.00 |

**TOTAL** **$38,594.00**

**TIME EXTENSION TO CONTRACT:** 7 Days

**Submitted Date:** **2/6/2023**

**Accepted**

**By:**_____

**Date:**_____

**VAUGHN CONSTRUCTION**

**By:**_____
**Doug Boram**

**Proposal Valid for 14 Days**

VAUGHN CONSTRUCTION

1811 SE Inner Loop
Georgetown, TX
78626

T: (512) 663-7461

February 06, 2023

Brody Harris
BLGY Architecture
8001 Centre Park Dr. Suite 150
Austin, TX 78754

Re: Children's Advocacy Center

Job No: 286001

Subj: Change Proposal No. 286001-0022

Dear Sir or Madam:

We respectfully submit our proposal for an increase to our contract in the amount of $38,335 (thirty-eight thousand three hundred thirty-five) dollars to provide exterior overhang and porch soffit revisions in accordance with the RFI 109 response and ASI-35 issued by BLGY on 1/03/23 and 1/17/23, respectively, for the above referenced project.

A stop-work notice was issued to Vaughn on 1/13/23 pending Owner-driven design changes to the soffit scope. On 1/17/23, ASI 35 was issued to Vaughn with the revised soffit layout. Cost impact analysis, uninstallation of soffit, and new material procurement was complete and the scope was able to resume install on 1/20/23. Overall, the scope was delayed 7 calendar days.

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: Sub Back-up, RFI 109 Response, & ASI-035 Narrative

CC:

# FORM B

**PROJECT:** **Children's Advocacy Center**

**CHANGE PROPOSAL NO:** **286001-0022**

**QUOTATION :**

| Item | Labor | Materials | Subs | Total |
|---|---|---|---|---|
| Standard Drywall, Inc. (8): | $0.00 | $0.00 | $19,655.00 | $19,655.00 |
| Central Texas Finishers, LLC (11): | $0.00 | $0.00 | $16,682.00 | $16,682.00 |
| Vaughn Construction : Fee (5.5% on CoW) | $0.00 | $1,998.00 | $0.00 | $1,998.00 |
| **Totals** | $0.00 | $1,998.00 | $36,337.00 | $38,335.00 |

**TOTAL** **$38,335.00**

**TIME EXTENSION TO CONTRACT:** 7 Days ← 7 Calendar Day halt, not claiming days/GCs as part of this proposal

**Submitted Date:** **2/3/2023**

**Accepted**

**By:**_____

**Date:**_____

**VAUGHN CONSTRUCTION**

**By:** _____
**Doug Boram**

**Proposal Valid for 14 Days**

# REQUEST FOR CHANGE ORDER

**Ref.#** TX8013-029
**External/RCO#**
**GC Ref#**
**Date** Dec 29, 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 35 - Additional Hardie Soffit Material**

| Labor | Phase | Cost Code | Quantity | UOM | Unit Total | Rate | Total |
|---|---|---|---|---|---|---|---|
| General Foreman | 00 | 501 | 8.00 | Hrs | 8.00 | 50.00 | $400.00 |
| Cleanup All | 00 | 507 | 4.00 | Hrs | 4.00 | 42.00 | $168.00 |
| Stocking | 00 | 508 | 4.00 | Hrs | 4.00 | 42.00 | $168.00 |
| Demolition | 02 | 184 | 16.00 | Hrs | 16.00 | 42.00 | $672.00 |
| Siding | 02 | 252 | 50.00 | Hrs | 50.00 | 42.00 | $2,100.00 |
| | | | | | **Total Labor** | | **$3,508.00** |

| Material | Phase | Cost Code | Size | Quantity | UOM | Unit Price | Total |
|---|---|---|---|---|---|---|---|
| HARDIE SOFFIT NON VENTED SMOOTH 4X8 | 00 | 600 | | 244.00 | PCS | 58.85 EA | $14,359.40 |
| | | | | | | **Total Material** | **$14,359.40** |

**AUTHORIZED BY:**

**ON BEHALF OF: VAUGHN CONSTRUCTION**

**PROJECT MANAGER: JEREMY A RIDDLE**

**ESTIMATOR: TRENT E PATTESON**

| | | |
|---|---|---|
| **Labor Total:** | **$3,508.00** | |
| **Material Total:** | **$14,359.40** | |
| **Sub Trade Total:** | **$0.00** | |
| **Cleanup Total:** | **$0.00** | |
| **Equipment Total:** | **$0.00** | |
| **Misc. Total:** | **$0.00** | |
| **Sub Total:** | **$17,867.40** | |
| **Mark Up:** | **$1,787.60** | 10.00% |
| **Total:** | **$19,655.00** | |

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

# Estimate 2506

**ADDRESS**
Vaughn Construction
Vaughn Construction
6604 N. Lamar Blvd
Austin, TX 78752 USA

**SHIP TO**
Vaughn Construction
Vaughn Construction
6604 N. Lamar Blvd
Austin, TX 78752 USA

DATE
01/26/2023

TOTAL
$16,682.55

**PROJECT**
WILCO CHILDRENS ADV CTR

| ACTIVITY | QTY | RATE | AMOUNT |
|---|---|---|---|

| ACTIVITY | QTY | RATE | AMOUNT |
|---|---|---|---|
| ASI 35 | | | |
| PAINT SOFFIT OVERHANGS AND CEILING AROUND EXTERIOR, NO CAULKING AT JOINTS OR PUTTYING AT SCREWHOLES INCLUDED. | | | |
| **Sales**<br>SQ/FT | 4,213 | 3.15 | 13,270.95 |
| **Sales**<br>1 WEEK BOOM LIFT RENTAL INCLUDES PICK UP AND DELIVERY | 1 | 1,895.00 | 1,895.00 |

| ACTIVITY | QTY | RATE | AMOUNT |
|---|---|---|---|
| **Sales** | 15,165.95 | 0.10 | 1,516.60 |
| OH & P | | | |
| | | | Subtotal: 16,682.55 |

Accepted By

Accepted Date

# REQUEST FOR INFORMATION

VAUGHN CONSTRUCTION
1811 SE Inner Loop
Georgetown, TX
78626

T: (512) 663-7461

**RFI NO:** 109

**To:** Sita Lakshminarayan
BLGY Architecture
8001 Centre Park Dr. Suite 150
Austin, TX 78754
Phone: (512) 977-0390
Fax:

**From:** William Coleman

**Date:** 12/28/2022

**Required By:** 01/04/2023

**Owner:** Williamson County, Texas

**Job No :** 286001

**Project:** Children's Advocacy Center
1811 SE Inner Loop
Georgetown, TX 78626

**Re:** Porch and Overhang Soffit Install Confirmation

**Spec. Section:** 07 4646

**Drawing Number:** A-6.02 & A-6.04

**Other Reference:**

**Question:**
Drawings A-6.02 & A-6.04 indicate cementitious panel soffit at the porch soffit and building overhang conditions. Drawings A-6.02 & A-6.04 as well as Specification 07 4646 do not indicate a required width or venting for the soffit panels. The soffit product/color that was selected and reviewed and returned in Submittal 074646-1-0 comes in 2'x8' sheets. This soffit is also typically installed with H-mold trim lengthwise between pieces per manufacturer installation instructions. During review of the in-place mock-up, it was communicated to Vaughn that 2'x8' soffit is not desired.

In accordance with the mock-up review - please confirm that all soffit is to be 4'x8', factory-primed sheets with H-mold joints at the porches and caulk joints at the overhangs. The soffit will be painted with a compatible paint to the desired finish.

---

**Answer:**

Confirmed.
B.Harris BLGY 1/3/23

---

Very truly yours,

**VAUGHN CONSTRUCTION**

**Attachments:**

**CC:** Brody Harris

8001 Centre Park Dr.
Suite 150
Austin, TX 78754
512.977.0390 t
512.977.0838 f
www.blgy.com

# ARCHITECT'S SUPPLEMENTAL INSTRUCTION *(ASI)*

PROJECT: **Wilco Children's Advocacy Center – Addition** ASI NO: **35**

PROJECT NO: **22002.0**

TO: **Doug Boram** DATE: **1/17/2023**

This Architectural Supplemental Instruction is issued for the purpose of providing information or clarification to the Contract Documents. The work shall be carried out in accordance with the following supplemental instructions issued in accordance with the Contract Documents without change in Contract Sum or Contract Time. Indicate your acceptance of these instructions as consistent with the Contract Documents and return signed copy to the Owner and Architect.

INSTRUCTION(S): **Soffit Panel Clarifications**

**See attached NEW Architectural sheet A3.03**

Issued By: **BLGY, Inc.** Accepted By:

**Brody Harris/ Sita Lakshminarayan**

**CM Vaughn Construction**

Date:

Copies: **Angel Gomez, Project Manager**

**Wilco**

## 1 SOFFIT PANEL REFLECTED CEILING PLAN

1/8" = 1'-0"

PLOTTED: 1/17/2023 8:58:19 AM


BLGY ARCHITECTURE

**BLGY ARCHITECTURE**
8001 Centre Park Drive - Suite 150
Austin, TX 78754

512.977.0390 t 512.977.0838 f
www.blgy.com

SITA LAKSHMINARAYAN
REGISTERED ARCHITECT
STATE OF TEXAS

12/9/2021

**CIVIL**
**HALFF ASSOCIATES**
9500 Amberlin BLVD - BLDG F, Suite 125
Austin, Texas 78729
512-777-4600

**STRUCTURAL**
**DATUM ENGINEERS**
8140 N. Mopac EXPY - BLDG 1, Suite 120
Austin, Texas 78759
512-469-9490

**MEP**
**HENDRIX CONSULTING ENGINEERS**
115 E. Main Street
Round Rock, Texas 78664
512-218-0060

**LANDSCAPE**
**STUDIO 1619**
305 W. Liberty Ave, Suite 100
Round Rock, TX 78664
512-534-8680

**TECHNOLOGY**
**TRUE NORTH CONSULTING GROUP**
13284 Pond Springs Road, Suite 304
Austin, Texas 78729
512-451-5445

**ACOUSTICS**
**BAI, LLC**
4006 Speedway
Austin, Texas 78751
512-476-3464


WILLIAMSON COUNTY

# CHILDREN'S ADVOCACY CENTER ADDITION

1811 S.E. INNER LOOP, GEORGETOWN TEXAS 78626

PROJECT NO.: 22002
PERMIT SET
ISSUE DATE 12/9/2021

| No | Date | Description |
|---|---|---|
| 37 | 1/17/2023 | ASI 35 |

37

SOFFIT PANELS

A-3.3

VAUGHN
CONSTRUCTION

1811 SE Inner Loop
Georgetown, TX
78626

T: (512) 663-7461

February 06, 2023

Brody Harris
BLGY Architecture
8001 Centre Park Dr. Suite 150
Austin, TX 78754

Re: Children's Advocacy Center

Job No: 286001

Subj: Change Proposal No. 286001-0023

Dear Sir or Madam:

We respectfully submit our proposal for an increase to our contract in the amount of $2,953 (two thousand nine hundred fifty-three) dollars to provide revisions in accordance with the RFI 108 response issued by BLGY dated 01/11/2023 for the above referenced project.

It is assumed in this proposal that the scope of this work can be completed without impact to the existing contract's revised substantial completion date, 03/27/2023. If factors such as material procurement, proposal approval time, etc. cause the scope to impact substantial completion, a separate proposal will be made to claim a time extension to the contract and associated General Conditions.

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: Sub Back-up and RFI 108 Response

CC: Angel Gomez

# FORM B

**PROJECT:** **Children's Advocacy Center**

**CHANGE PROPOSAL NO:** **286001-0023**

**QUOTATION :**

| Item | Labor | Materials | Subs | Total |
|---|---|---|---|---|
| Doyle Electric, LLC (15): | $0.00 | $0.00 | $2,526.00 | $2,526.00 |
| Vaughn Construction - General Works (29): | $0.00 | $0.00 | $256.00 | $256.00 |
| Vaughn Construction : Fee - 5.5% (excl. Vaughn GW) | $0.00 | $140.00 | $0.00 | $140.00 |
| Vaughn Construction : SDI - Doyle - 1.25% | $0.00 | $31.00 | $0.00 | $31.00 |
| **Totals** | $0.00 | $171.00 | $2,782.00 | $2,953.00 |

**TOTAL** **$2,953.00**

**TIME EXTENSION TO CONTRACT:** 0 Days

**Submitted Date:** **2/6/2023**

**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

1/17/2022

**TO:**
Vaughn Construction
Doug Boram
Houston, Texas 77042

**JOB:**
Project: Wilco Children's Advocacy Center
1811 SE Inner Loop
Georgetown, TX 78626

Change Order Number: 593-18

**CHANGE ORDER INFORMATION: RFI 108**

**WORK DESCRIPTION: Includes labor and material for additional receptacles, raceway, and conductors for RFI 108 response.**

The total amount of this Change Order is: **$2,526.00**

Total Number of Working Days: **3**

**Exclusions:**
- **Tax**
- **Sheetrock Repair**
- **Paint**
- **Grid Repair**
- **Schedule Delays**
- **Additional Caulking**
- **Plugs/Sealing of sleeves**
- **Access Panels**

Sincerely,

*Dustin Doyle*

Dustin Doyle
Doyle Electric, LLC
512-743-5534

| Item# | Description | Qty | Price | Price Unit | Ext Price | Labor | Labor Unit | Ext Labor |
|---|---|---|---|---|---|---|---|---|
| 9856 | 3/4" Hole Drill | 9.00 | 0.00 | C | 0.00 | 0.25 | E | 2.25 |
| 1001 | 3/4" EMT | 70.00 | 111.71 | C | 78.19 | 5.00 | C | 3.50 |
| 1445 | 3/4" Set Screw Steel Conn | 4.00 | 354.89 | C | 14.20 | 0.10 | E | 0.40 |
| 1545 | 3/4" Set Screw Steel Cplg | 6.00 | 346.50 | C | 20.79 | 0.12 | E | 0.72 |
| 5932 | Unistrut (Deep) | 10.00 | 1115.04 | C | 111.50 | 20.00 | C | 2.00 |
| 5935 | Cut 12 Gauge 1-5/8x1-5/8 Channel (labor) | 3.00 | 0.00 | E | 0.00 | 0.26 | E | 0.78 |
| 2339 | 3/4" 1-Hole Strap | 4.00 | 55.24 | C | 2.21 | 4.00 | C | 0.16 |
| 2371 | 3/4" Unistrut Strap | 2.00 | 217.88 | C | 4.36 | 10.00 | C | 0.20 |
| 2471 | 4" Square x 2-1/8" Deep Box (1/2 & 3/4 KO's) | 2.00 | 769.00 | C | 15.38 | 0.30 | E | 0.60 |
| 2582 | 1G Gangable Old Work (Cut-in) Switch Box | 3.00 | 3987.80 | C | 119.63 | 1.00 | E | 3.00 |
| 2681 | #12 THHN CU Solid Wire | 300.00 | 655.55 | M | 196.67 | 6.00 | M | 1.80 |
| 2810 | 12/2 Steel MC Cable w/Green Ground Wire | 40.00 | 1201.20 | M | 48.05 | 17.50 | M | 0.70 |
| 2861 | 3/8" MC BX Snap Tite Connector Round | 6.00 | 104.66 | C | 6.28 | 0.06 | E | 0.36 |
| 4703 | 20A/125V Spec Grade Dup Rcpt (5-20R) | 3.00 | 309.75 | C | 9.29 | 0.30 | E | 0.90 |
| 4950 | 1G Plastic Duplex Receptacle Plate | 3.00 | 61.54 | C | 1.85 | 0.10 | E | 0.30 |
| 5079 | 4" Square Flat Blank Cover | 2.00 | 346.27 | C | 6.93 | 0.12 | E | 0.24 |
| 7114 | Ground Screw with Bare Pigtail | 5.00 | 325.49 | C | 16.27 | 2.00 | C | 0.10 |
| | | | | | **651.60** | | | **18.01** |

| **Change Order Summary** | |
|---|---|
| Material Total | $651.60 |
| **Material Subtotal** | **$651.60** |
| Electrician Hours | 0.00 |
| Electrican per Hour with Burden | $38.77 |
| Overtime Electrician Hours | 18.01 |
| OT Electrican per Hour with Burden | $57.38 |
| Superintedent Hours | 0.00 |
| Superintedent per Hour with Burden | $63.88 |
| OT Superintedent Hours | 1.80 |
| OT Superintedent per Hour with Burden | $94.54 |
| ***Labor Subtotal*** | ***$1,203.68*** |
| *Consumables (6% of material)* | *$39.10* |
| *Project Management (5% of labor)* | *$60.18* |
| *Safety ($0.50 per labor hour)* | *$9.91* |
| *Equipment* | *$332.00* |
| *Subcontractors* | *$0.00* |
| ***Direct Costs Subtotals*** | ***$441.19*** |
| Total Costs Subtotal | $2,296.46 |
| Overhead/Profit (10%) | $229.65 |
| | |
| **CHANGE ORDER TOTAL** | **$2,526** |

VAUGHN
CONSTRUCTION

10355 Westpark Dr.
Houston, TX 77042

Telephone:
(713) 243-8300

Facsimile:
(713) 243-8350

February 6, 2023

Doug Boram
J.T. Vaughn Construction, LLC
10355 Westpark Dr.
Houston, TX 77042

RE: Wilco Children's Advocacy Center

Subj: Vaughn Project No. 2860-01 – Change Proposal 05

Dear Sir or Madam:

We respectfully submit our proposal for an increase to our contract in the amount of $256 (two hundred fifty-six dollars and 00/100) to provide counter support removal, drywall patching, and cleaning services related to the RFI 108 – FA Room Revisions for the above referenced project.

Our price is valid for Ten (10) days

Very Truly Yours,

VAUGHN CONSTRUCTION

Clayton Coleman

Attachments: Subcontractor/Vendor Backup

CC: Project File

# Subcontractor Change Proposal Cover Sheet

Rev. 4.20.17

Project Name: Wilco CAC
SubContractor Name: Vaughn General Works
Prepared By: Clayton Coleman
Description of Change: RFI 108 - Remove counter supports, patch drywall

Change Proposal No. 005
Change Proposal Date 2/6/2023

| Line Item | Description | Quantity | Units | Unit Labor Cost | Labor Hours | Labor Rate | Labor Total | RT Labor Burden Rate | OT Labor Burden Rate | Labor Burden | Mat/Equip Unit Cost | Material Equipment Total | Subcontract |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | **Labor - Addl Clean-up & Safety Maintenance** | | | | | | | | | | | | |
| 2 | General Laborer/ Helper (crew of 1, 3 weeks, half burden) | 4.00 | HR | | 1.00 | 17.50 | 70.00 | 42.00% | | 29.40 | | 0.00 | |
| 3 | Working Foreman (crew of 1, 3 weeks, quarter burden) | 2.00 | HR | | 1.00 | 24.00 | 48.00 | 42.00% | | 20.16 | | 0.00 | |
| 4 | | | | | | | | | | | | | |
| 5 | **Material/ Equipment** | | | | | | | | | | | | |
| 6 | Addl. Dumpster Pulls | 0.00 | EA | | | | 0.00 | | | 0.00 | 495.00 | 0.00 | |
| 5 | Addl. Small Tools (bits, blades, etc.) | 1.00 | LS | | | | 0.00 | | | 0.00 | 25.00 | 25.00 | |
| 6 | Addl. Temporary Protection (Plastic/Tape) | 1.00 | LS | | | | 0.00 | | | 0.00 | 20.00 | 20.00 | |
| 7 | Addl. Safety Measures/ Maintenance - Misc. Materials | 1.00 | LS | | | | 0.00 | | | 0.00 | | 0.00 | |
| 8 | Addl. Clean-up - Misc. Materials/Equip | 1.00 | LS | | | | 0.00 | | | 0.00 | 20.00 | 20.00 | |
| 9 | | | | | | | 0.00 | | | 0.00 | | 0.00 | |
| 10 | **Layout/ Field Engineering** | | | | | | | | | | | | |
| 11 | Foreman (crew of 1, 1/2 week, half burden) | 0.00 | HR | | 1.00 | 24.00 | 0.00 | 42.00% | | 0.00 | | 0.00 | |
| 12 | Addl. Consumables (tape, prints, etc.) | 0.00 | LS | | | | 0.00 | | | 0.00 | 25.00 | 0.00 | |
| 13 | | | | | | | 0.00 | | | 0.00 | | 0.00 | |
| 14 | **Subcontrator** | | | | | | | | | | | | |
| 15 | | | | | | | 0.00 | | | 0.00 | | 0.00 | |
| 16 | | | | | | | 0.00 | | | 0.00 | | 0.00 | |
| 17 | | | | | | | 0.00 | | | 0.00 | | 0.00 | |
| 18 | | | | | | | 0.00 | | | 0.00 | | 0.00 | |
| | **SUBTOTAL** | 1 | | | | | 118 | | | 50 | | 65 | 0 |

| Work Performed by Contractor | | | |
|---|---|---|---|
| 10% | **Work preformed by Subcontractors own employees** | **SUBTOTAL** | $ 232.56 |
| | FEE (includes Profit and Overhead Fee) | | $ 23.26 |
| | **Managing subcontracted work (per Contract)** | **SUB TOTAL** | $ - |
| Managed Subcontracted Work | FEE (includes Profit and Overhead Fee) | | $ - |
| 10% | | **SUB TOTAL** | $ 255.82 |
| | Bond Rate % if applicable: | 0.000% | $ - |
| | | **TOTAL FOR THIS CHANGE PROPOSAL** | **$ 256** |

# REQUEST FOR INFORMATION

VAUGHN CONSTRUCTION
1811 SE Inner Loop
Georgetown, TX
78626

T: (512) 663-7461

**RFI NO:** 108

**To:** Sita Lakshminarayan
BLGY Architecture
8001 Centre Park Dr. Suite 150
Austin, TX 78754
Phone: (512) 977-0390
Fax:

**From:** William Coleman

**Date:** 12/23/2022

**Required By:** 12/30/2022

**Owner:** Williamson County, Texas

**Job No :** 286001

**Project:** Children's Advocacy Center
1811 SE Inner Loop
Georgetown, TX 78626

**Re:** Delete Tree and Millwork on East Wall of Family Advocate Interns 106

108 - CC

**Spec. Section:** N/A

**Drawing Number:** A-8.03

**Other Reference:**

**Question:**
Elevation 1/A-8.03 indicates millwork and a decorative tree on the east wall of the Family Advocate Interns Room 106. In correspondence with the Owner, it has been communicated to Vaughn that the millwork and tree are not to be installed. Please confirm the decorative tree and millwork are not to be installed.

Note: The counter supports for the millwork have already been installed and will need to be removed and the drywall repaired.

---

**Answer:**

This is correct.
Please remove in wall elements and retain the uninstalled casework for the owner.

Attached are revised architectural and electrical sheets associated with this change.
The architectural sheets are revised to remove the tree and associated casework
the electrical sheets are revised to show the addition of outlets in alignment with the
proposed furniture plan shared by the County.
B. Harris BLGY 1/11/23

---

Very truly yours,

**VAUGHN CONSTRUCTION**

**Attachments:**

**CC:** Brody Harris

VAUGHN CONSTRUCTION

1811 SE Inner Loop
Georgetown, TX
78626

T: (512) 663-7461

February 06, 2023

Brody Harris
BLGY Architecture
8001 Centre Park Dr. Suite 150
Austin, TX 78754

Re: Children's Advocacy Center

Job No: 286001

Subj: Change Proposal No. 286001-0024

Dear Sir or Madam:

We respectfully submit our proposal for an increase to our contract in the amount of $1,593 (one thousand five hundred ninety-three) dollars to provide Mom's Room 123 door swing revision in accordance with the RFI 101 response issued by BLGY dated 12/2/22. for the above referenced project.

It is assumed in this proposal that the scope of this work can be completed without impact to the existing contract's revised substantial completion date, 03/27/2023. If factors such as material procurement, proposal approval time, etc. cause the scope to impact substantial completion, a separate proposal will be made to claim a time extension to the contract and associated General Conditions.

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: Sub Back-up & RFI 101 Response

CC: Angel Gomez

# FORM B

**PROJECT:** **Children's Advocacy Center**

**CHANGE PROPOSAL NO:** **286001-0024**

**QUOTATION :**

| Item | Labor | Materials | Subs | Total |
|---|---|---|---|---|
| IntegrityOne Solutions LLC (6): | $0.00 | $0.00 | $350.00 | $350.00 |
| Standard Drywall, Inc. (8): | $0.00 | $0.00 | $757.00 | $757.00 |
| Central Texas Finishers, LLC (11): | $0.00 | $0.00 | $394.00 | $394.00 |
| Vaughn Construction : Sub Default Insurance - Standard Drywall - 1.25% | $0.00 | $9.00 | $0.00 | $9.00 |
| Vaughn Construction : Fee - 5.5% | $0.00 | $83.00 | $0.00 | $83.00 |
| **Totals** | $0.00 | $92.00 | $1,501.00 | $1,593.00 |

**TOTAL** **$1,593.00**

**TIME EXTENSION TO CONTRACT:** 0 Days

**Submitted Date:** **2/6/2023**

**Accepted**

**By:**_____

**Date:**_____

**VAUGHN CONSTRUCTION**

**By:** _____
**Doug Boram**

**Proposal Valid for 14 Days**

VAUGHN
CONSTRUCTION

1811 SE Inner Loop
Georgetown, TX
78626

T: (512) 663-7461

February 06, 2023

Brody Harris
BLGY Architecture
8001 Centre Park Dr. Suite 150
Austin, TX 78754

Re: Children's Advocacy Center

Job No: 286001

Subj: Change Proposal No. 286001-0024

Dear Sir or Madam:

We respectfully submit our proposal for an increase to our contract in the amount of $1,583 (one thousand five hundred eighty-three) dollars to provide Mom's Room 123 door swing revision in accordance with the RFI 101 response issued by BLGY dated 12/2/22. for the above referenced project.

It is assumed in this proposal that the scope of this work can be completed without impact to the existing contract's revised substantial completion date, 03/27/2023. If factors such as material procurement, proposal approval time, etc. cause the scope to impact substantial completion, a separate proposal will be made to claim a time extension to the contract and associated General Conditions.

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: Sub Back-up & RFI 101 Response

CC: Angel Gomez

# FORM B

**PROJECT:** **Children's Advocacy Center**

**CHANGE PROPOSAL NO:** **286001-0024**

**QUOTATION :**

| Item | Labor | Materials | Subs | Total |
|---|---|---|---|---|
| IntegrityOne Solutions LLC (6): | $0.00 | $0.00 | $350.00 | $350.00 |
| Standard Drywall, Inc. (8): | $0.00 | $0.00 | $757.00 | $757.00 |
| Central Texas Finishers, LLC (11): | $0.00 | $0.00 | $394.00 | $394.00 |
| Vaughn Construction : Fee - 5.5% | $0.00 | $82.00 | $0.00 | $82.00 |
| **Totals** | $0.00 | $82.00 | $1,501.00 | $1,583.00 |

**TOTAL** **$1,583.00**

**TIME EXTENSION TO CONTRACT:** 0 Days

**Submitted Date:** **2/6/2023**

**Accepted**

**By:**_____

**Date:**_____

**VAUGHN CONSTRUCTION**

**By:**_____
**Doug Boram**

**Proposal Valid for 14 Days**

INTEGRITY ONE SOLUTIONS
265 Cherokee Trl
Woodway, TX 76712

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

To: Vaughn Date: 1/25/2023

## Change Proposal - Door Swing 123

Wilco Childrens Advocacy Center
Georgetown, TX

| | Qty | Description | Amount |
|---|---|---|---|
| Includes: | 1 | 3'0" x 7'0" hollow metal frame to change the opening swing of door 123 | $ 350.00 |

**TOTAL: $350.00**

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

Jimmie Jennings / Integrity Builders — Jimmie Jennings — Date 1/25/2023

Contractor Representative — Date

# REQUEST FOR CHANGE ORDER

**Ref.#** TX8013-037
**External/RCO#**
**GC Ref#**
**Date** Jan 24, 2023
**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:** **RFI 101 - Moms Room Door Swing replace door frame in finished wall**

| Labor | Phase | Cost Code | Quantity | UOM | Unit Total | Rate | Total |
|---|---|---|---|---|---|---|---|
| General Foreman | 00 | 501 | 2.00 | Hrs | 2.00 | 50.00 | $100.00 |
| Cleanup All | 00 | 507 | 1.00 | Hrs | 1.00 | 42.00 | $42.00 |
| Stocking | 00 | 508 | 1.00 | Hrs | 1.00 | 42.00 | $42.00 |
| Extra Work | 00 | 511 | 12.00 | Hrs | 12.00 | 42.00 | $504.00 |
| | | | | | **Total Labor** | | **$688.00** |

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

| | | |
|---|---|---|
| **Labor Total:** | **$688.00** | |
| **Material Total:** | **$0.00** | |
| **Sub Trade Total:** | **$0.00** | |
| **Cleanup Total:** | **$0.00** | |
| **Equipment Total:** | **$0.00** | |
| **Misc. Total:** | **$0.00** | |
| **Sub Total:** | **$688.00** | |
| **Mark Up:** | **$69.00** | 10.03% |
| **Total:** | **$757.00** | |

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

# Estimate 2506

**ADDRESS**
Vaughn Construction
Vaughn Construction
6604 N. Lamar Blvd
Austin, TX 78752 USA

**SHIP TO**
Vaughn Construction
Vaughn Construction
6604 N. Lamar Blvd
Austin, TX 78752 USA

DATE
01/26/2023

TOTAL
$394.00

**PROJECT**
WILCO CHILDRENS ADV CTR

| ACTIVITY | QTY | RATE | AMOUNT |
|---|---|---|---|

| ACTIVITY | QTY | RATE | AMOUNT |
|---|---|---|---|
| RFI 101 | | | |
| TAPE, FLOAT, PRIME AROUND 1 DOOR AT MOM,S ROOM | | | |
| **Sales**<br>FINISHER/PAINTER ,MAN HOUR | 8 | 35.00 | 280.00 |
| **Sales**<br>USG PLUS 3 JOINT COMPOUND | 1 | 19.99 | 19.99 |
| **Sales**<br>USG JOINT TAPE | 1 | 13.75 | 13.75 |
| **Sales**<br>SW PROMAR 200 INTERIOR PRIMER | 1 | 44.61 | 44.61 |
| **Sales**<br>OH & P | 358.35 | 0.10 | 35.84 |
| | | | Subtotal: 394.19 |

# REQUEST FOR INFORMATION

VAUGHN CONSTRUCTION
1811 SE Inner Loop
Georgetown, TX
78626

T: (512) 663-7461

**RFI NO:** 101

**To:** Sita Lakshminarayan
BLGY Architecture
8001 Centre Park Dr. Suite 150
Austin, TX 78754
Phone: (512) 977-0390
Fax:

**From:** Cade Kallman

**Date:** 11/29/2022

**Required By:** 12/13/2022

**Owner:** Williamson County, Texas

**Job No :** 286001

**Project:** Children's Advocacy Center
1811 SE Inner Loop
Georgetown, TX 78626

**Re:** Mom’s Room Door Swing

**Spec. Section:**

**Drawing Number:**

**Other Reference:**

**Question:**
Per conversation with Owner, the door swing in Mom's Room 123 is not to swing inwards. Please advise if this door is to be changed to an outward swinging door.

---

**Answer:**

Confirmed
B.Harris BLGY 12/2/2022

---

Very truly yours,

**VAUGHN CONSTRUCTION**

**Attachments:**

**CC:**

VAUGHN CONSTRUCTION

1811 SE Inner Loop
Georgetown, TX
78626

T: (512) 663-7461

February 06, 2023

Brody Harris
BLGY Architecture
8001 Centre Park Dr. Suite 150
Austin, TX 78754

Re: Children's Advocacy Center

Job No: 286001

Subj: Change Proposal No. 286001-0025

Dear Sir or Madam:

We respectfully submit our proposal for an increase to our contract in the amount of $31,448 (thirty-one thousand four hundred forty-eight) dollars to provide landscape revisions in accordance with ASI-030 issued by BLGY dated 12/22/2022 excluding Permeable Rubber Play Surface for the above referenced project.

This proposal excludes the Permeable Rubber Surface Play area. A separate proposal will be submitted for that scope.

Due to material lead times, this scope is expected to impact the project's current Substantial Completion date. This proposal includes a request for a 7 calendar day extension. A separate proposal will be submitted to formally claim these days and associated General Conditions, if any.

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: Sub Back-up & ASI-030 Narrative

CC: Angel Gomez

# FORM B

**PROJECT:** **Children's Advocacy Center**

**CHANGE PROPOSAL NO:** **286001-0025**

**QUOTATION :**

| Item | Labor | Materials | Subs | Total |
|---|---|---|---|---|
| Red & White Greenery, Inc. (20): | $0.00 | $0.00 | $29,809.00 | $29,809.00 |
| Vaughn Construction : Fee - 5.5% | $0.00 | $1,639.00 | $0.00 | $1,639.00 |
| **Totals** | $0.00 | $1,639.00 | $29,809.00 | $31,448.00 |

**TOTAL** **$31,448.00**

**TIME EXTENSION TO CONTRACT:** 7 Days ← Separate proposal to be submitted to formalize impact/GC's

**Submitted Date:** **2/6/2023**

**Accepted**

**By:**_____

**Date:**_____

**VAUGHN CONSTRUCTION**

**By:** _____

**Doug Boram**

**Proposal Valid for 14 Days**

RED & WHITE GREENERY, INC.

P. O. BOX 126
GEORGETOWN, TX 78627

# Estimate

| Date | Estimate # |
|---|---|
| 1/13/2023 | 033332DB |

| Project |
|---|
| ASI 30 Addition |
| P.O. No. |
| |

| Name / Address |
|---|
| WILCO Children's Advocacy Center<br>1811 SE Inner Loop<br>Georgetown, TX. 78626 |

| Description | Qty | Unit of Measure... | Rate | Total |
|---|---|---|---|---|
| ASI 30 Additions to Scope Plans dated 12.21.22 | | | | |
| | | | | |
| Trees | 1 | ls | 5,336.00 | 5,336.00 |
| Plants | 1 | ls | 22,616.18 | 22,616.18 |
| Soil | 1 | ls | 1,581.85 | 1,581.85 |
| Mulch/Weed Barrier/ Steel Edging | 1 | ls | 6,004.72 | 6,004.72 |
| Hydromulch | 1 | ls | 605.41 | 605.41 |
| Irrigation | 1 | ls | 1,461.44 | 1,461.44 |

| | |
|---|---|
| **Subtotal** | $37,605.60 |
| **Sales Tax (8.25%)** | $0.00 |
| **Total** | $37,605.60 |
| | -7,796.01 credit |
| | $29,809.59 TOTAL |

| Phone # | Fax # | Web Site |
|---|---|---|
| 512-930-4707 | 512-869-2521 | www.rwgreenery.com |

RED & WHITE GREENERY, INC.

P. O. BOX 126
GEORGETOWN, TX 78627

# Estimate

| Date | Estimate # |
|---|---|
| 7/27/2022 | 033093BS |

| Project |
|---|
| Post Bid Addenda 2 |
| P.O. No. |
| |

| Name / Address |
|---|
| WILCO Children's Advocacy Center<br>1811 SE Inner Loop<br>Georgetown, TX. 78626 |

| Description | Qty | Unit of Measure... | Rate | Total |
|---|---|---|---|---|
| Post Bid Addenda 2 Plans Dated 12.9.21 | | | | |
| | | | | |
| | | | | |
| Additions | | | 0.00 | 0.00 |
| 3gal Dwarf Burford Holly (Not avaiable in spec size of 1gal.) | -13 | ea | 15.75 | -204.75 |
| 3gal Dwarf Southern Wax Myrtle (Not available in spec size of 1 gal.) | -18 | ea | 18.27 | -328.86 |
| 1gal Upright Rosemary | -20 | ea | 5.67 | -113.40 |
| Agri-Form Fertilizer Tablets | -82 | ea | 0.18902 | -15.50 |
| Delivery | -1 | ea | 189.00 | -189.00 |
| Installation Labor | -1 | ls | 326.07 | -326.07 |
| Plant Subtotal | | | | -1,177.58 |
| | | | | |
| | | | | |
| Permanent Irrigation System | -1 | ls | 4,012.63 | -4,012.63 |
| Equipment and Fuel | -1 | ls | 404.46 | -404.46 |
| Irrigation Labor | -1 | ls | 1,739.03 | -1,739.03 |
| Irrigation Subtotal | | | | -6,156.12 |
| | | | | |
| | | | | |
| Deducts | | | | |
| 3" cal Monterrey Oak | -8 | ea | -606.25 | 4,850.00 |
| 3" cal Mexican Sycamore | -3 | ea | -606.25 | 1,818.75 |
| 3" cal Southern Live Oak | -3 | ea | -568.75 | 1,706.25 |
| 3" cal Cedar Elm | -2 | ea | -606.25 | 1,212.50 |
| 3" cal Shumard Red Oak | -2 | ea | -568.75 | 1,137.50 |
| 15gal Anacancho Orchid | -2 | ea | -231.25 | 462.50 |
| Tree Stakes | -60 | ea | -9.375 | 562.50 |
| Tree Guying | -300 | lf | -0.225 | 67.50 |
| Tree Planting Mix | -4.75 | cy | -30.25053 | 143.69 |
| Texas Hardwood Mulch for Trees @ 3" | -2.96 | cy | -21.00 | 62.16 |
| Agri-Form Fertilizer Tablets | -116 | ea | -0.1875 | 21.75 |
| Delivery | -1 | ls | -312.50 | 312.50 |
| Installation Labor | -1 | ls | -1,617.89 | 1,617.89 |
| Tree Deduct Subtotal | | | | 13,975.49 |
| | | | | |
| | | | | |
| 1gal Bush Germander | -4 | ea | -5.625 | 22.50 |

| | | | |
|---|---|---|---|
| | | | **Subtotal** |
| Phone # | Fax # | Web Site | **Sales Tax (8.25%)** |
| 5129304707 | 512-869-2521 | www.rwgreenery.com | **Total** |

RED & WHITE GREENERY, INC.

P. O. BOX 126
GEORGETOWN, TX 78627

# Estimate

| Date | Estimate # |
|---|---|
| 7/27/2022 | 033093BS |

| Project |
|---|
| Post Bid Addenda 2 |

| P.O. No. |
|---|
| |

| Name / Address |
|---|
| WILCO Children's Advocacy Center<br>1811 SE Inner Loop<br>Georgetown, TX. 78626 |

| Description | Qty | Unit of Measure... | Rate | Total |
|---|---|---|---|---|
| 1gal Texas Lantana | -27 | ea | -5.62519 | 151.88 |
| 1gal White Mistflower | -23 | ea | -5.62522 | 129.38 |
| 1gal Mexican Bush Sage | -4 | ea | -5.625 | 22.50 |
| Agri-Form Fertilizer Tablets | -58 | ea | -0.18759 | 10.88 |
| Installation Labor | -1 | ls | -237.29 | 237.29 |
| Plant Deduct Subtotal | | | | 574.43 |
| | | | | |
| | | | | |
| Loam Topsoil for Hydromulch @ 4" | -9 | cy | -22.81222 | 205.31 |
| Landscape Mix Soil Blend for Beds @8" | -7 | cy | -30.25 | 211.75 |
| Installation Labor | -1 | ls | -121.24 | 121.24 |
| Soil Deduct Subtotal | | | | 538.30 |
| | | | | |
| | | | | |
| Sahara Bermuda Hydromulch | -82 | sy | -0.50598 | 41.49 |
| Revgetation Deduct Subtotal | | | | 41.49 |

| | |
|---|---|
| **Subtotal** | $7,796.01 |
| **Sales Tax (8.25%)** | $0.00 |
| **Total** Represents a Credit to Contract | $7,796.01 |

| Phone # | Fax # | Web Site |
|---|---|---|
| 5129304707 | 512-869-2521 | www.rwgreenery.com |

8001 Centre Park Dr.
Suite 150
Austin, TX 78754
512.977.0390 t
512.977.0838 f
www.blgy.com

# ARCHITECT'S SUPPLEMENTAL INSTRUCTION *(ASI)*

PROJECT: **Wilco Children's Advocacy Center – Addition** ASI NO: **30**

PROJECT NO: **22002.0**

TO: **Doug Boram** DATE: **12/22/2022**

This Architectural Supplemental Instruction is issued for the purpose of providing information or clarification to the Contract Documents. The work shall be carried out in accordance with the following supplemental instructions issued in accordance with the Contract Documents without change in Contract Sum or Contract Time. Indicate your acceptance of these instructions as consistent with the Contract Documents and return signed copy to the Owner and Architect.

INSTRUCTION(S): **Landscaping and Yard area modifications**

**See attached revised Architectural sheet A1.02 and A1.05**

**Also see attached revised Landscape sheets LA-0.00 and LA-1.01**

**Below are some options for the rubber play surface.**

https://sustainablesurfacing.com/uploads/files/polystar-tumbleturf-brochure.pdf

https://adventureturf.com/prefabricated-rubber-playground-tiles/

https://www.sofsurfaces.com/durasafe

Issued By: **BLGY, Inc.**

**Brody Harris/ Sita Lakshminarayan**

Accepted By:

**CM Vaughn Construction**

Date:

Copies: **Angel Gomez, Project Manager**

**Wilco**

VAUGHN
CONSTRUCTION

1811 SE Inner Loop
Georgetown, TX
78626

T: (512) 663-7461

February 06, 2023

Brody Harris
BLGY Architecture
8001 Centre Park Dr. Suite 150
Austin, TX 78754

Re: Children's Advocacy Center

Job No: 286001

Subj: Change Proposal No. 286001-0026

Dear Sir or Madam:

We respectfully submit our proposal for an increase to our contract in the amount of $15,500 (fifteen thousand five hundred) dollars to provide Time Extension - ASIs 030, 033, and 035 for the above referenced project.

This a contract time extension change proposal. We are requesting a 14 calendar day extension to the substantial completion to accommodate installation halts and additional scope related to ASIs 030, 033, and 035. Additionally, per Section 5.1.2.2 of the contract, we are requesting General Conditions for 10 of these days at a rate of $1,550/day.

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: Related Change Proposals

CC: Angel Gomez

# FORM B

**PROJECT:** **Children's Advocacy Center**

**CHANGE PROPOSAL NO:** **286001-0026**

| | | | | |
|---|---|---|---|---|
| Vaughn Construction : General Conditions ($1,550/Day per Section 5.1.2.2 of Contract) - 10 Days | $0.00 | $15,500.00 | $0.00 | $15,500.00 |
| **Totals** | $0.00 | $15,500.00 | $0.00 | $15,500.00 |

**TOTAL** **$15,500.00**

**TIME EXTENSION TO CONTRACT:** 14 Days ← **Revised Substantial Completion Date: 4/10/23**

**Submitted Date:** **2/6/2023**

**Accepted**

**By:** _____

**Date:** _____

**VAUGHN CONSTRUCTION**

**By:** _____
**Doug Boram**

**Proposal Valid for 14 Days**

From CP #25

VAUGHN CONSTRUCTION

1811 SE Inner Loop
Georgetown, TX
78626

T: (512) 663-7461

February 06, 2023

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. 286001-0025

Dear Sir or Madam:

We respectfully submit our proposal for an increase to our contract in the amount of $31,448 (thirty-one thousand four hundred forty-eight) dollars to provide landscape revisions in accordance with ASI-030 issued by BLGY dated 12/22/2022 excluding Permeable Rubber Play Surface for the above referenced project.

This proposal excludes the Permeable Rubber Surface Play area. A separate proposal will be submitted for that scope.

Due to material lead times, this scope is expected to impact the project's current Substantial Completion date. This proposal includes a request for a 7 calendar day extension. A separate proposal will be submitted to formally claim these days and associated General Conditions, if any.

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: Sub Back-up & ASI-030 Narrative

CC: Angel Gomez

From CP #20

VAUGHN CONSTRUCTION
1811 SE Inner Loop
Georgetown, TX
78626

T: (512) 663-7461

February 06, 2023

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. 286001-0020

Dear Sir or Madam:

We respectfully submit our proposal for an increase to our contract in the amount of $6,341 (six thousand three hundred forty-one) dollars to provide cabling, pathway, and equipment revisions in accordance with ASI-033 issued by BLGY dated 01/17/23 for the above referenced project.

On 1/10/23, it was communicated to Vaughn that installation of the data cabling system was to halt pending revisions to the scope by the Owner and design team. ASI 33 was issued to Vaughn on 1/17/23. New cabling in accordance with the revisions took one day to procure and work on this scope resumed 1/18/23. Overall, the halt delayed the data cabling installation scope by 8 calendar days.

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: Sub Back-up & ASI 033 Narrative

CC: Brody Harris
Angel Gomez

From CP #22

VAUGHN CONSTRUCTION
1811 SE Inner Loop
Georgetown, TX
78626

T: (512) 663-7461

February 06, 2023

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. 286001-0022

Dear Sir or Madam:

We respectfully submit our proposal for an increase to our contract in the amount of $38,335 (thirty-eight thousand three hundred thirty-five) dollars to provide exterior overhang and porch soffit revisions in accordance with the RFI 109 response and ASI-35 issued by BLGY on 1/03/23 and 1/17/23, respectively, for the above referenced project.

A stop-work notice was issued to Vaughn on 1/13/23 pending Owner-driven design changes to the soffit scope. On 1/17/23, ASI 35 was issued to Vaughn with the revised soffit layout. Cost impact analysis, uninstallation of soffit, and new material procurement was complete and the scope was able to resume install on 1/20/23. Overall, the scope was delayed 7 calendar days.

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: Sub Back-up, RFI 109 Response, & ASI-035 Narrative

CC:

**Williamson County Children's Advocacy Center**
1811 Inner Loop
Georgetown, TX 78626 US
(512) 943-3701
kgaba@wilcocactx.org

Williamson County Children's Advocacy Center

# INVOICE

BILL TO
Williamson County - Utilities

| | |
|---|---|
| INVOICE | 123028 |
| DATE | 01/03/2023 |
| TERMS | Net 30 |
| DUE DATE | 02/02/2023 |

| DATE | ACTIVITY | DESCRIPTION | QTY | RATE | AMOUNT |
|---|---|---|---|---|---|
| 12/19/2022 | Utility Bill | 1811 Inner Loop Utilities: 10/20-11/17/2022 | 1 | 836.57 | 836.57 |

Wilco Utility Swap

BALANCE DUE **$836.57**

APPROVED FOR PAYMENT
Authorized Signature
01/04/2023
Date
P530
Budget Line Item
$836.57
Amount

**City of Georgetown**
Utility Office
300-1 Industrial Avenue
P.O. Box 1430
Georgetown, Texas 78627

For Inquiries, please call
Phone (512) 930-3640
Toll Free 1-888-474-4904
Website: https://gus.georgetown.org
Office Hours: Mon-Fri 8:00 am – 5:00 pm
Contact Center Hours: Mon-Fri 8:00 am – 5:00 pm
Visa, Mastercard, and Discover Accepted

WMSN CO CHILD ADVOC CTR
1811 SE INNER LOOP
GEORGETOWN, TX 78626

## ACCOUNT INFORMATION

| | | |
|---|---|---|
| ACCOUNT: | | 10033234 |
| CYCLE: | | 04 |
| SERVICE ADDRESS: | | 1811 SE INNER LOOP 1 |
| LAST PAYMENT: | 11/16/22 | -851.88 |
| SERVICE PERIOD: | | 10/20/22 TO 11/17/22 |
| BILLING DATE: | | 11/29/22 |
| **DUE DATE:** | | **December 19, 2022** |

## SPECIAL MESSAGE

**Share the warmth! You can by donating to the Good Neighbor Fund which helps with utility bills for families in need during the winter and all year long.**

## CURRENT CHARGES (ELECTRIC)

C14206137

| Description | Quantity | Price | Amount |
|---|---|---|---|
| Base Rate | 1 Month | 50.000000 | 50.00 |
| Volumetric Charges (per kWh) | 5360 kWh | 0.090200 | 483.47 |
| PCA | 5360 kWh | 0.013750 | 73.70 |
| **Total electric** | | | **607.17** |

## CURRENT CHARGES (WATER)

22112506

| Description | Quantity | Price | Amount |
|---|---|---|---|
| Base Rate | 1 Month | 90.800000 | 90.80 |
| Volumetric charges (per kgal) tier - primary | 13 kgal | 2.700000 | 35.10 |
| **Total water** | | | **125.90** |

## OTHER CHARGES

| | | |
|---|---|---|
| **Incidental** | | |
| Energy conservation fee | | 0.20 |
| **Sewer** | | |
| Base Rate | | 58.75 |
| Volumetric charges (per kgal) | 13 x 3.350000 | 43.55 |
| **Total other charges** | | **102.50** |

## AMOUNT DUE

| | |
|---|---|
| PREVIOUS BALANCE | 851.88 |
| PAYMENTS | -851.88 |
| CURRENT CHARGES | 835.57 |
| **TOTAL AMOUNT DUE BY DUE DATE** | **835.57** |
| TOTAL DUE INCLUDING VOLUNTARY GOOD NEIGHBOR FUND CONTRIBUTION | 836.57 |

If not paid by due date a 10% late fee will be charged.
**SIGNED UP FOR RECURRING PAYMENTS – DO NOT PAY**

## CONSUMPTION DETAILS

Electric

| Meter ID | Start read | End read | Description | Multiplier | Usage |
|---|---|---|---|---|---|
| C14206137 | 8252 | 8319 | kWh | 80 | 5360 kWh |
| C14206137 | | 0.3080 | kW | 80 | 25 kW |

Water

| Meter ID | Start read | End read | Meter size | Usage |
|---|---|---|---|---|
| 22112506 | 819 | 832 | 1 1/2" | 13 kgal |

---

Payment **PLEASE RETURN THIS PORTION ALONG WITH YOUR PAYMENT AND MAKE YOUR CHECK PAYABLE TO THE CITY OF GEORGETOWN**

# Coupon

## ACCOUNT INFORMATION

| | |
|---|---|
| ACCOUNT: | 10033234 |
| CYCLE: | 04 |
| SERVICE PERIOD: | 10/20/22 TO 11/17/22 |
| SERVICE ADDRESS: | 1811 SE INNER LOOP 1 |
| **DUE DATE:** | **December 19, 2022** |

WMSN CO CHILD ADVOC CTR
1811 SE INNER LOOP
GEORGETOWN, TX 78626

## AMOUNT DUE

| | |
|---|---|
| **TOTAL AMOUNT DUE BY DUE DATE** | **835.57** |
| TOTAL DUE INCLUDING VOLUNTARY GOOD NEIGHBOR FUND CONTRIBUTION | 836.57 |

If not paid by due date a 10% late fee will be charged.
**SIGNED UP FOR RECURRING PAYMENTS – DO NOT PAY**

To make a credit card payment, please visit our website at https://gus.georgetown.org

CITY OF GEORGETOWN TEXAS
PO BOX 200662
DALLAS, TX 75320-0662

04

00100033234000835570000000

## Teressa Hattaway

**From:** Kelli Gaba
**Sent:** Monday, December 19, 2022 12:20 PM
**To:** Teressa Hattaway
**Subject:** FW: [EXTERNAL] Payment Confirmation

---

**From:** BillPay@paymentus.com <BillPay@paymentus.com>
**Sent:** Monday, December 19, 2022 10:45 AM
**To:** Kelli Gaba <kgaba@wilcocactx.org>
**Subject:** [EXTERNAL] Payment Confirmation

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear - WMSN CO CHILD ADVOC CTR,
We are pleased to confirm your payment with City of Georgetown. Below is the summary of your payment transaction. Your payment has been received and will be reflected in your account within 24 hours. Thank you for your continued relationship with City of Georgetown.

| | |
|---|---|
| Confirmation number: | **860643883** |
| Payment date: | **Dec 19, 2022, 10:44:48 AM** |
| Payment amount: | **$835.57** |
| Total amount charged: | **$835.57** |
| Payment status: | **ACCEPTED** |

**Contact Information**

| | |
|---|---|
| First name: | - |
| Last name: | **WMSN CO CHILD ADVOC CTR** |
| ZIP code: | **78626** |
| Email address: | **kgaba@wilcocactx.org** |

**Account Information**

| | |
|---|---|
| Payment type: | **Utility Bill** |
| Account number: | **10033234** |
| Payment method: | **E-Check** |

**Payment Method Information**

| | |
|---|---|
| Account type: | **Checking Account** |
| Account holder name: | **Williamson County Children's Advocacy Center Inc. Operating Acct** |
| Account number: | ****7086** |
| Routing number: | *******3103** |
| Bank name: | **First Texas Bank** |

**Commissioners Court - Regular Session** **24.**

**Meeting Date:** 02/28/2023

Authorize Addendum #1 for IFB #23IFB26 Fleet Vehicles Fiscal Year 2023-2024 - Countywide Departments

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

**Department:** Purchasing

**Agenda Category:** Consent

## Information

### Agenda Item

Discuss, consider, and take appropriate action on authorizing Addendum #1 for IFB #23IFB26 Fleet Vehicles Fiscal Year 2023-2024 for various Williamson County Departments.

### Background

The Fleet Services Division is requesting that Williamson County issue an addendum to the referenced solicitation to gather bid pricing on Chevrolet pick-up trucks as a back-up purchasing plan in addition to the Ford pick-up trucks specified for Budget Year 23-24. In the event that we do not receive allocation for Ford pick-up trucks, the County would then have the option to purchase Chevrolet pick-ups trucks. The Purchasing Department seeks the Commissioner's Court approval prior to adopting this overlay purchasing strategy.

## 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 | 02/22/2023 03:17 PM |
| Form Started By: Joy Simonton | | Started On: 02/22/2023 11:19 AM |
| Final Approval Date: 02/22/2023 | | |

**Commissioners Court - Regular Session** **25.**

**Meeting Date:** 02/28/2023

Contract #22IFB93 Corrugated Metal Piping with Texas Corrugators for RB

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

**Department:** Purchasing

**Agenda Category:** Consent

---

## Information

### Agenda Item

Discuss, consider and take appropriate action on approving the extension of contract #22IFB93 Corrugated Metal Piping, renewal period #1, for the same pricing, terms and conditions as the existing contract that was awarded to Texas Corrugators for the 12-month term of May 17, 2023 - May 16, 2024, and authorizing execution of the renewal agreement.

### Background

This is the first extension for this contract. The Road and Bridge Department has confirmed the vendor met all of the County requirements on this contract and requests renewal. The Funding Source is 01.0200.0210.003597. The Department Point of Contact is Terron Evertson.

---

## Fiscal Impact

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

## Attachments

Renewal #1 Form and Price Tab

---

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing (Originator) | Joy Simonton | 02/23/2023 05:12 AM |
| County Judge Exec Asst. | Becky Pruitt | 02/23/2023 07:55 AM |
| Form Started By: Kim Chappius | | Started On: 02/15/2023 11:12 AM |
| Final Approval Date: 02/23/2023 | | |

# Summary Agreement for Renewal of Williamson County Contract

| | | | |
|---|---|---|---|
| **Contract Number:** | 22IFB93 | **Department:** | ROAD AND BRIDGE |
| **Vendor Name:** | TEXAS CORRUGATORS | | |
| **Purpose/Intended Use of Product or Service (summary):** | | | |
| RENEWAL #1 CORRUGATED METAL PIPING | | | |
| **Type of Contract:** | IFB | **Start Date:** | 05/17/2023 |
| **Purchasing Contact:** | KIM CHAPPIUS | **End Date:** | 05/16/2024 |
| **Department Contact:** | KELLY MURPHY | | |

- **Williamson County wishes to extend this bid/proposal for the same pricing, terms, and conditions as the existing contract.**
- PLEASE INCLUDE THE FOLLOWING:
  - COMPLETED 1295 FORM; AND
  - RENEWED INSURANCE CERTIFICATE IF IT WAS REQUIRED IN BID/PROPOSAL.
- **Extend Contract for the 1ST of two one (1) year renewal option period:**

| | |
|---|---|
| Renewal Option Period 1 | May 17, 2023 – May 16, 2024 |
| Initial Contract Period | May 17, 2022 – May 16, 2023 |

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

Vendor TEXAS CORRUGATORS

Name COLYN MOORE

Title SALES

Signature

Date 2/13/23

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

Bill Gravell, Jr

Williamson County Judge

Signature

Date

# 22IFB93 CORRUGATED METAL PIPING

| ITEM # | DESCRIPTION | UNIT | UNIT PRICE |
|---|---|---|---|
| 1 | ROUND - GALVANIZED CMP | | |
| 1.1 | CMP (GAL STL 12 IN) | LF | $ 24.45 |
| 1.2 | CMP (GAL STL 15 IN) | LF | $ 28.84 |
| 1.3 | CMP (GAL STL 18 IN) | LF | $ 35.49 |
| 1.4 | CMP (GAL STL 24 IN) | LF | $ 44.24 |
| 1.5 | CMP (GAL STL 30 IN) | LF | $ 55.24 |
| 1.6 | CMP (GAL STL 36 IN) | LF | $ 66.24 |
| 1.7 | CMP (GAL STL 42 IN) | LF | $ 92.18 |
| 1.8 | CMP (GAL STL 48 IN) | LF | $ 129.13 |
| 1.9 | CMP (GAL STL 54 IN) | LF | $ 136.86 |
| 1.10 | CMP (GAL STL 60 IN) | LF | $ 150.06 |
| 1.11 | CMP (GAL STL 72 IN) | LF | $ 186.35 |
| | | | |
| ITEM # | DESCRIPTION | UNIT | UNIT PRICE |
| 2 | ROUND - GALVANIZED SET | | |
| 2.1 | SET (TY II)(12 IN)(CMP)(6:1) | EA | $ 118.72 |
| 2.2 | SET (TY II)(12 IN)(CMP)(4:1) | EA | $ 93.04 |
| 2.3 | SET (TY II)(12 IN)(CMP)(3:1) | EA | $ 79.58 |
| 2.4 | SET (TY II)(15 IN)(CMP)(6:1) | EA | $ 156.07 |
| 2.5 | SET (TY II)(15 IN)(CMP)(4:1) | EA | $ 119.40 |
| 2.6 | SET (TY II)(15 IN)(CMP)(3:1) | EA | $ 100.45 |
| 2.7 | SET (TY II)(18 IN)(CMP)(6:1) | EA | $ 213.62 |
| 2.8 | SET (TY II)(18 IN)(CMP)(4:1) | EA | $ 160.39 |
| 2.9 | SET (TY II)(18 IN)(CMP)(3:1) | EA | $ 133.16 |
| 2.10 | SET (TY II)(24 IN)(CMP)(6:1) | EA | $ 325.69 |
| 2.11 | SET (TY II)(24 IN)(CMP)(4:1) | EA | $ 239.67 |
| 2.12 | SET (TY II)(24 IN)(CMP)(3:1) | EA | $ 195.42 |
| 2.13 | SET (TY II)(30 IN)(CMP)(6:1) | EA | $ 484.29 |
| 2.14 | SET (TY II)(30 IN)(CMP)(4:1) | EA | $ 349.89 |
| 2.15 | SET (TY II)(30 IN)(CMP)(3:1) | EA | $ 281.45 |
| 2.16 | SET (TY II)(36 IN)(CMP)(6:1) | EA | $ 677.12 |
| 2.17 | SET (TY II)(36 IN)(CMP)(4:1) | EA | $ 483.33 |
| 2.18 | SET (TY II)(36 IN)(CMP)(3:1) | EA | $ 383.98 |
| 2.19 | SET (TY II)(42 IN)(CMP)(6:1) | EA | $ 1,164.50 |
| 2.20 | SET (TY II)(42 IN)(CMP)(4:1) | EA | $ 848.04 |
| 2.21 | SET (TY II)(42 IN)(CMP)(3:1) | EA | $ 687.34 |
| 2.22 | SET (TY II)(48 IN)(CMP)(6:1) | EA | $ 1,822.52 |
| 2.23 | SET (TY II)(48 IN)(CMP)(4:1) | EA | $ 1,310.93 |
| 2.24 | SET (TY II)(48 IN)(CMP)(3:1) | EA | $ 1,053.91 |
| 2.25 | SET (TY II)(54 IN)(CMP)(6:1) | EA | $ 2,097.38 |
| 2.26 | SET (TY II)(54 IN)(CMP)(4:1) | EA | $ 1,499.33 |
| 2.27 | SET (TY II)(54 IN)(CMP)(3:1) | EA | $ 1,197.54 |
| 2.28 | SET (TY II)(60 IN)(CMP)(6:1) | EA | $ 2,522.73 |
| 2.29 | SET (TY II)(60 IN)(CMP)(4:1) | EA | $ 1,792.11 |
| 2.30 | SET (TY II)(60 IN)(CMP)(3:1) | EA | $ 1,424.34 |
| 2.31 | SET (TY II)(72 IN)(CMP)(6:1) | EA | $ 3,686.93 |
| 2.32 | SET (TY II)(72 IN)(CMP)(4:1) | EA | $ 2,592.23 |

| | | | |
|---|---|---|---|
| 2.33 | SET (TY II)(72 IN)(CMP)(3:1) | EA | $ 2,044.88 |
| | | | |
| **ITEM #** | **DESCRIPTION** | **UNIT** | **UNIT PRICE** |
| **3** | **DESIGN ARCH GALVANIZED CMPA** | | |
| 3.1 | CMP AR (GAL STL DES 1) | LF | $ 31.49 |
| 3.2 | CMP AR (GAL STL DES 2) | LF | $ 38.75 |
| 3.3 | CMP AR (GAL STL DES 3) | LF | $ 48.43 |
| 3.4 | CMP AR (GAL STL DES 4) | LF | $ 60.52 |
| 3.5 | CMP AR (GAL STL DES 5) | LF | $ 89.54 |
| 3.6 | CMP AR (GAL STL DES 6) | LF | $ 124.38 |
| 3.7 | CMP AR (GAL STL DES 7) | LF | $ 161.65 |
| 3.8 | CMP AR (GAL STL DES 8) | LF | $ 181.99 |
| 3.9 | CMP AR (GAL STL DES 9) | LF | $ 199.41 |
| | | | |
| **ITEM #** | **DESCRIPTION** | **UNIT** | **UNIT PRICE** |
| **4** | **DESIGN ARCH - GALVANIZED SET** | | |
| 4.1 | SET (TY II)(DES 1)(CMP)(6:1) | EA | $ 169.99 |
| 4.2 | SET (TY II)(DES 1)(CMP)(4:1) | EA | $ 194.17 |
| 4.3 | SET (TY II)(DES 1)(CMP)(3:1) | EA | $ 160.27 |
| 4.4 | SET (TY II)(DES 2)(CMP)(6:1) | EA | $ 238.93 |
| 4.5 | SET (TY II)(DES 2)(CMP)(4:1) | EA | $ 257.07 |
| 4.6 | SET (TY II)(DES 2)(CMP)(3:1) | EA | $ 209.25 |
| 4.7 | SET (TY II)(DES 3)(CMP)(6:1) | EA | $ 410.77 |
| 4.8 | SET (TY II)(DES 3)(CMP)(4:1) | EA | $ 395.46 |
| 4.9 | SET (TY II)(DES 3)(CMP)(3:1) | EA | $ 317.61 |
| 4.10 | SET (TY II)(DES 4)(CMP)(6:1) | EA | $ 627.30 |
| 4.11 | SET (TY II)(DES 4)(CMP)(4:1) | EA | $ 569.24 |
| 4.12 | SET (TY II)(DES 4)(CMP)(3:1) | EA | $ 450.67 |
| 4.13 | SET (TY II)(DES 5)(CMP)(6:1) | EA | $ 1,145.13 |
| 4.14 | SET (TY II)(DES 5)(CMP)(4:1) | EA | $ 985.51 |
| 4.15 | SET (TY II)(DES 5)(CMP)(3:1) | EA | $ 772.56 |
| 4.16 | SET (TY II)(DES 6)(CMP)(6:1) | EA | $ 1,951.22 |
| 4.17 | SET (TY II)(DES 6)(CMP)(4:1) | EA | $ 1,643.97 |
| 4.18 | SET (TY II)(DES 6)(CMP)(3:1) | EA | $ 1,305.01 |
| 4.19 | SET (TY II)(DES 7)(CMP)(6:1) | EA | $ 3,124.06 |
| 4.20 | SET (TY II)(DES 7)(CMP)(4:1) | EA | $ 2,517.13 |
| 4.21 | SET (TY II)(DES 7)(CMP)(3:1) | EA | $ 1,979.09 |
| 4.22 | SET (TY II)(DES 8)(CMP)(6:1) | EA | $ 3,969.36 |
| 4.23 | SET (TY II)(DES 8)(CMP)(4:1) | EA | $ 3,138.05 |
| 4.24 | SET (TY II)(DES 8)(CMP)(3:1) | EA | $ 2,451.96 |
| 4.25 | SET (TY II)(DES 9)(CMP)(6:1) | EA | $ 4,844.90 |
| 4.26 | SET (TY II)(DES 9)(CMP)(4:1) | EA | $ 3,769.06 |
| 4.27 | SET (TY II)(DES 9)(CMP)(3:1) | EA | $ 2,936.34 |
| | | | |
| **ITEM #** | **DESCRIPTION** | **UNIT** | **UNIT PRICE** |
| **5** | **DESIGN ARCH/ROUND BANDS (INCLUDE NUTS & BOLTS)** | | |

| | | | | |
|---|---|---|---|---|
| 5.1 | BAND (12" DIA X 1' WIDE) | EA | $ | 44.00 |
| 5.2 | BAND (15" DIA X 1' WIDE) | EA | $ | 52.77 |
| 5.3 | BAND (18" DIA x 1' WIDE) | EA | $ | 66.05 |
| 5.4 | BAND (24" DIA x 1' WIDE) | EA | $ | 83.57 |
| 5.5 | BAND (30" DIA X 1' WIDE) | EA | $ | 105.56 |
| 5.6 | BAND (36" DIA X 1' WIDE) | EA | $ | 127.55 |
| 5.7 | BAND (42" DIA X 1' WIDE) | EA | $ | 179.43 |
| 5.8 | BAND (48" DIA X 1' WIDE) | EA | $ | 253.33 |
| 5.9 | BAND (48" DIA X 2' WIDE) | EA | $ | 316.67 |
| 5.10 | BAND (54" DIA X 1' WIDE) | EA | $ | 263.88 |
| 5.11 | BAND (54" DIA X 2' WIDE) | EA | $ | 329.86 |
| 5.12 | BAND (60" DIA X 1' WIDE) | EA | $ | 290.28 |
| 5.13 | BAND (60" DIA X 2' WIDE) | EA | $ | 362.85 |
| 5.14 | BAND (72" DIA X 1' WIDE) | EA | $ | 362.85 |
| 5.15 | BAND (72" DIA X 2' WIDE) | EA | $ | 453.56 |

**Commissioners Court - Regular Session** **26.**

**Meeting Date:** 02/28/2023

Authorize Issuing RFQ #23RFSQ15 Engineering Services for Operational Improvements to the Parmer Lane at SH 45 Interchange for HNTB

**Submitted For:** Joy Simonton **Submitted By:** Johnny Grimaldo, Purchasing

**Department:** Purchasing

**Agenda Category:** Consent

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## Information

### Agenda Item

Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed qualifications for Engineering Services for Operational Improvements to the Parmer Lane at SH 45 interchange, under RFQ #23RFSQ15. Funding Source is P340.

### Background

Williamson County is soliciting qualifications of firms interested in providing engineering services to assist Williamson County in the planning and possible design of operational improvements to the Parmer Lane at SH 45 interchange. One firm will be selected to provide services for the project. The budgeted amount is $500,000.00. The funding source is P340 and the point of contact is Kate Wilder.

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## Fiscal Impact

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

## Attachments

*No file(s) attached.*

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## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing (Originator) | Joy Simonton | 02/23/2023 04:44 AM |
| County Judge Exec Asst. | Becky Pruitt | 02/23/2023 07:43 AM |
| Form Started By: Johnny Grimaldo | | Started On: 02/08/2023 10:38 AM |
| Final Approval Date: 02/23/2023 | | |

**Commissioners Court - Regular Session** **27.**

**Meeting Date:** 02/28/2023

Authorize Issuing RFQ #23RFSQ53 Engineering Services for Development of Schematics and Possible Design of Corridor A2 from FM 3349 to SH 95 for 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 qualifications for Engineering Services for development of schematics and possible design of Corridor A2 from FM 3349 to SH 95, under RFQ #23RFSQ53. Funding source is Long Range Planning.

### Background

Williamson County is soliciting qualifications of engineering firms interested in providing engineering services to assist Williamson County staff in the development of schematics and possible design of Corridor A2 from FM 3349 to SH 95. One or more firms may be selected to provide services for the project. The budgeted amount is $1,900,000.00. The funding source is Long Range Planning and the P# will be assigned prior to award. 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 | 02/23/2023 04:53 AM |
| County Judge Exec Asst. | Becky Pruitt | 02/23/2023 07:44 AM |
| Form Started By: Johnny Grimaldo | | Started On: 02/08/2023 10:38 AM |
| Final Approval Date: 02/23/2023 | | |

**Commissioners Court - Regular Session** **28.**

**Meeting Date:** 02/28/2023

Resolution for a TxDOT Advance Funding Agreement for Off System Bridge and Roadway Realignments

**Submitted For:** Terron Evertson **Submitted By:** Kelly Murphy, Infrastructure

**Department:** Infrastructure

**Agenda Category:** Consent

## Information

### Agenda Item

Discuss, consider and take appropriate action on a Resolution for a TxDOT Advance Funding Agreement for off-system bridge and roadway realignments.

### Background

CR 118 is on the Williamson County Long Range Transportation Plan (LRTP) as an arterial roadway, but the current alignment of CR 118 does not match the LRTP alignment. Road and Bridge is proposing that the replacement bridge structure and roadway be constructed at the LRTP alignment location. The cost in excess of TxDOT's Highway Bridge Replacement and Rehabilitation Program funding will be covered by the County. The additional estimated cost is $1,558,909.00.

## Fiscal Impact

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

## Attachments

Resolution for CR 118

Supporting Documentation

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Becky Pruitt | 02/23/2023 06:34 PM |
| Form Started By: Kelly Murphy | | Started On: 02/23/2023 11:16 AM |
| Final Approval Date: 02/23/2023 | | |

**RESOLUTION**

The State of Texas
County of **Williamson**

WHEREAS, the federal off-system bridge program is administered by the Texas Department of Transportation (the State) to replace, rehabilitates or remove structurally deficient and functional obsolete (collectively referred to as deficient) bridges located on public roads and streets off the designated state highway system; and

WHEREAS, **Williamson County**, hereinafter referred to as the Local Government, own bridges:

Located on **CR 118 at COTTONWOOD CREEK**, National Bridge Inventory (NBI) Structure Number **142460AA0494001**, Control-Section-Job (CSJ) Number **0914-05-204**; and

THEREFORE, BE IT RESOLVED that **Williamson County** has agreed and accepted the Highway Bridge Replacement and Rehabilitation Program (HBRRP) funding for CR 118 at Cottonwood Creek (0914-05-204) in separate Advance Funding Agreement with the State. **Williamson County** shall be responsible for any cost due to changes or modification to the initial plan including any cost overruns which will be administer through this Advance Funding Agreement.

**APPROVAL SIGNATURES**

_____

_____

**Date:**_____

| CSJ # | 0914-05-220 | | |
|---|---|---|---|
| District # | 14 | AFA ID | Z00003467 |
| Code Chart 64 # | 50246 | | |
| Project Name | CR 118 from CR 119 to east of CR 119 | | |

**STATE OF TEXAS** §

**COUNTY OF TRAVIS** §

# ADVANCE FUNDING AGREEMENT
# For
# Locally Funded Road Improvement Project
# Off-System

**THIS AGREEMENT** (Agreement) is made by and between the State of Texas, acting by and through the **Texas Department of Transportation** called the "State", and the **County of Williamson**, acting by and through its duly authorized officials, called the "Local Government". The State and Local Government shall be collectively referred to as "the parties" hereinafter.

## WITNESSETH

**WHEREAS**, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments, and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision, and

**WHEREAS**, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds, and

**WHEREAS**, the Texas Transportation Commission has codified 43 TAC, Rules 15.50-15.56 that describe federal, state, and local responsibilities for cost participation in highway improvement and other transportation projects, and

**WHEREAS,** the State and Local Government do not anticipate that federal funds will be used for the Project governed by this Agreement; and

**WHEREAS** the State and Local Government have executed an Advance Funding Agreement For Bridge Replacement or Rehabilitation Off the State System on 2nd October of 2019 for project with CSJ#0914-05-204, under project name CR 118 at Cottonwood Creek, this project was included in the currently approved off-state system federal-aid Highway Bridge Replacement and Rehabilitation Program (HBRRP); and the County proposed a road re-alignment of CR 118 from (segment-1) 119 feet East of CR 119 to 1,373 feet East of CR 119, and (segment-2) from 1,923 feet East of CR 100 to 2,839 feet East of CR 100. These two segments are to be constructed on either side of new bridge under CSJ# 0914-05-204 in Williamson County, Texas as part of same overall project as part of same overall construction project as they are integral to the bridge replacement project and would be impractical to do under a different construction project with a different contractor; and,

**WHEREAS**, the Texas Transportation Commission passed Minute Order Number **116073** authorizing the State to undertake and complete a highway improvement or other transportation project generally described as the **re-alignment of CR 118 (CSJ 0914-05-220) in Williamson County** . The portion of the project work covered by this Agreement is identified in the Agreement, Article 3, Scope of Work (Project), and

**WHEREAS**, the Governing Body of the Local Government has approved entering into this Agreement by resolution dated **{Enter Date of Resolution}**, which is attached to and made a part of this Agreement as

| CSJ # | | 0914-05-220 | |
|---|---|---|---|
| District # | 14 | AFA ID | Z00003467 |
| Code Chart 64 # | | 50246 | |
| Project Name | | CR 118 from CR 119 to east of CR 119 | |

Attachment C, Resolution. A map showing the Project location appears in Attachment A, Location Map Showing Project, (Attachment A) which is attached to and made a part of this Agreement.

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth in this Agreement, it is agreed as follows

**AGREEMENT**

**1. Responsible Parties:**

For the Project covered by this Agreement, the parties shall be responsible for the following work as stated in the article of the Agreement referenced in the table below:

| | | | |
|---|---|---|---|
| 1. | **N/A** | Utilities | Article 8 |
| 2. | **State** | Environmental Assessment and Mitigation | Article 9 |
| 3. | **State** | Architectural and Engineering Services | Article 12 |
| 4. | **State** | Construction Responsibilities | Article 13 |
| 5. | **N/A** | Right of Way and Real Property | Article 15 |

**2. Period of the Agreement**

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until the Project is completed or unless terminated as provided below.

**3. Scope of Work**

The scope of work for this Project consists of preliminary engineering (schematic, utilities, right-of-way, environmental), plans, specifications, and estimates (PS&E) and construction as follows:

A. **CSJ#0914-05-220:** road re-alignment of CR 118 from (segment-1) 119 feet East of CR 119 to 1,373 feet East of CR 119, and (segment-2) from 1,923 feet East of CR 100 to 2,839 feet East of CR 100. These two segments are to be constructed on either side of new bridge under CSJ# 0914-05-204 in Williamson County, Texas.

**4. Project Sources and Uses of Funds**

The total estimated cost of the Project is shown in Attachment B, Project Budget, (Attachment B) which is attached to and made a part of this Agreement.

A. If the Local Government will perform any work under this Agreement for which reimbursement will be provided by or through the State, the Local Government must complete training. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled "Local Government Project Procedures and Qualification for the Texas Department of Transportation" and retains qualification in accordance with applicable TxDOT procedures. Upon request, the Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not continuously designated in writing a qualified individual to work actively on or to directly oversee the Project.

B. The expected cash contributions from the State, the Local Government, or other parties are shown in Attachment B. The State will pay for only those Project costs that have been approved by the Texas Transportation Commission.

C. Attachment B shows, by major cost categories, the cost estimates and the party responsible for performing the work for each category. These categories may include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.

D. The State will be responsible for securing the State share of the funding required for the development and construction of the local Project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.

E. The Local Government will be responsible for all non-State participation costs associated with the Project, unless otherwise provided for in this Agreement or approved otherwise in an amendment to this Agreement. For items of work subject to specified percentage funding, the Local Government shall only in those instances be responsible for all Project costs that are greater than the maximum State participation specified in Attachment B and for overruns in excess of the amount specified in Attachment B to be paid by the Local Government.

F. The budget in Attachment B will clearly state all items subject to fixed price funding, specified percentage funding or the periodic payment schedule, when periodic payments have been approved by the State.

G. When the Local Government bears the responsibility for paying cost overruns, the Local Government shall make payment to the State within thirty (30) days from the receipt of the State's written notification of additional funds being due.

H. When fixed price funding is used, the Local Government is responsible for the fixed price amount specified in Attachment B. Fixed prices are not subject to adjustment unless (1) differing site conditions are encountered; (2) further definition of the Local Government's requested scope of work identifies greatly differing costs from those estimated; (3) work requested by the Local Government is determined to be ineligible for federal participation; or (4) the adjustment is mutually agreed to by the State and the Local Government.

I. Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment B. At a minimum, this amount shall equal the Local Government's funding share for the estimated cost of preliminary engineering performed or reviewed by the State for the Project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction cost.

J. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this Agreement.

K. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation" or may use the State's Automated Clearing House (ACH) system for electronic transfer of funds in accordance with instructions provided by TxDOT's Finance Division. The funds shall be deposited and managed by the State and may only be applied by the State to the Project.

L. The State will not pay interest on any funds provided by the Local Government.

M. If a waiver for the collection of indirect costs for a service project has been granted under 43 TAC §15.56, the State will not charge the Local Government for the indirect costs the State incurs on the local Project, unless this Agreement is terminated at the request of the Local Government prior to completion of the Project.

N. If the Local Government is an Economically Disadvantaged County (EDC) and if the State has approved adjustments to the standard financing arrangement, this Agreement reflects those adjustments.

O. Where the Local Government is authorized to perform services under this Agreement and be reimbursed by the State, the Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice, in a form and containing all items required by the State, no more frequently than monthly and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred the State may refuse to reimburse the Local Government for those costs.

P. Upon completion of the Project, the State will perform a final accounting of the Project costs for all items of work with specified percentage funding. Any funds due by the Local Government or the State for these work items will be promptly paid by the owing party.

Q. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this Agreement or indirectly through a subcontract under this Agreement. Acceptance of funds directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

R. Payment under this Agreement beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this Agreement shall be terminated immediately with no liability to either party.

**5. Termination of this Agreement**

This Agreement shall remain in effect until the Project is completed and accepted by all parties, unless:

A. The Agreement is terminated in writing with the mutual consent of the parties;

B. The Agreement is terminated by one party because of a breach, in which case any cost incurred because of the breach shall be paid by the breaching party;

C. The Local Government elects not to provide funding after the completion of preliminary engineering, specifications, and estimates (PS&E) and the Project does not proceed because of insufficient funds, in which case the Local Government agrees to reimburse the State for its reasonable actual costs incurred during the Project; or

D. The Agreement is terminated by the State because the parties are not able to execute a mutually agreeable amendment when the costs for Local Government requested items increase significantly due to differing site conditions, determination that Local government requested work is ineligible for federal or state cost participation, or more thorough definition of the Local Government's proposed work scope identifies greatly differing costs from those estimated. The State will reimburse Local Government remaining funds to the Local Government within ninety (90) days of termination; or

E. The Project is inactive for thirty-six (36) months or longer and no expenditures have been charged against state funds, in which case the State may in its discretion terminate this Agreement.

**6. Amendments**

Amendments to this Agreement due to changes in the character of the work, terms of the Agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment.

**7. Remedies**

This Agreement shall not be considered as specifying the exclusive remedy for any Agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

**8. Utilities**

The party named in article 1, Responsible Parties, under AGREEMENT shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable state laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with State funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is commenced.

**9. Environmental Assessment and Mitigation**

Development of a transportation project must comply with applicable environmental laws. The party named in article 1, Responsible Parties, under AGREEMENT is responsible for the following:

A. The identification and assessment of any environmental problems associated with the development of a local project governed by this Agreement.
B. The cost of any environmental problem's mitigation and remediation.
C. Providing any public meetings or public hearings required for the environmental assessment process. Public hearings will not be held prior to the approval of Project schematic.
D. The preparation of the NEPA documents required for the environmental clearance of this Project.

If the Local Government is responsible for the environmental assessment and mitigation, before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

**10. Compliance with Accessibility Standards**

All parties to this Agreement shall ensure that the plans for and the construction of all projects subject to this Agreement are in compliance with standards issued or approved by the Texas Department of Licensing and Regulation (TDLR) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

**11. Procurement Standards**

For projects being managed by the Local Government and on the State highway system or that include state funding, the Local Government must obtain approval from the State for its proposed procurement procedure for the selection of a professional services provider, a contractor for a construction or maintenance project, or a materials provider.

**12. Architectural and Engineering Services**

The party named in Article 1, Responsible Parties, under AGREEMENT has responsibility for the performance of architectural and engineering services. The engineering plans shall be developed in accordance with the applicable *State's Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the special specifications and special provisions related to it. For projects on the state highway system, the design shall, at a minimum conform to applicable State

manuals. For projects not on the state highway system, the design shall, at a minimum, conform to applicable American Association of State Highway and Transportation Officials (AASHTO) design standards.

In procuring professional services, the parties to this Agreement must comply with Texas Government Code 2254, Subchapter A. If the Local Government is the responsible party, the Local Government shall submit its procurement selection process for prior approval by the State. All professional service contracts must be reviewed and approved by the State prior to execution by the Local Government.

**13. Construction Responsibilities**

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

A. Advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. Projects must be authorized by the State prior to advertising for construction.

B. If the State is the responsible party, the State will use its approved contract letting and award procedures to let and award the construction contract.

C. If the Local Government is the responsible party, the Local Government shall submit its contract letting and award procedures to the State for review and approval prior to letting.

D. If the Local Government is the responsible party, the State must concur with the low bidder selection before the Local Government can enter into a contract with the vendor.

E. If the Local Government is the responsible party, the State must review and approve change orders.

F. Upon completion of the Project, the party responsible for constructing the Project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion and submit certification(s) sealed by a professional engineer(s) licensed in the State of Texas.

G. Upon completion of the Project, the party constructing the Project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion.

**14. Project Maintenance**

The Local Government shall be responsible for maintenance of locally owned roads and locally owned facilities after completion of the work. The State shall be responsible for maintenance of the state highway system after completion of the work if the work was on the state highway system, unless otherwise provided for in existing maintenance agreements with the Local Government.

**15. Right of Way and Real Property**

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the provision and acquisition of any needed right of way or real property.

The Local Government shall be responsible for the following:

A. Right of way and real property acquisition shall be the responsibility of the Local Government. Title to right of way and other related real property must be acceptable to the State before funds may be expended for the improvement of the right of way or real property.

B. If the Local Government is the owner of any part of the Project site under this Agreement, the Local Government shall permit the State or its authorized representative access to occupy the site to perform all activities required to execute the work.

C. All parties to this Agreement will comply with and assume the costs for compliance with all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Title 42 U.S.C.A. Section 4601 et seq., including those provisions relating to incidental expenses incurred by the property owners in conveying the real property to the Local Government and benefits applicable to the relocation of any displaced person as defined in 49 CFR Section 24.2(g). Documentation to support such compliance must be maintained and made available to the State and its representatives for review and inspection.

D. The Local Government shall assume all costs and perform necessary requirements to provide any necessary evidence of title or right of use in the name of the Local Government to the real property required for development of the Project. The evidence of title or rights shall be acceptable to the State, and be free and clear of all encroachments. The Local Government shall secure and provide easements and any needed rights of entry over any other land needed to develop the Project according to the approved Project plans. The Local Government shall be responsible for securing any additional real property required for completion of the Project.

E. In the event real property is donated to the Local Government after the date of the State's authorization, the Local Government will provide all documentation to the State regarding fair market value of the acquired property. The State will review the Local Government's appraisal, determine the fair market value and credit that amount towards the Local Government's financial share. If donated property is to be used as a funding match, it may not be provided by the Local Government. The State will not reimburse the Local Government for any real property acquired before execution of this Agreement and the obligation of federal spending authority.

F. The Local Government shall prepare real property maps, property descriptions, and other data as needed to properly describe the real property and submit them to the State for approval prior to the Local Government acquiring the real property. Tracings of the maps shall be retained by the Local Government for a permanent record.

G. The Local Government agrees to make a determination of property values for each real property parcel by methods acceptable to the State and to submit to the State a tabulation of the values so determined, signed by the appropriate Local Government representative. The tabulations shall list the parcel numbers, ownership, acreage and recommended compensation. Compensation shall be shown in the component parts of land acquired, itemization of improvements acquired, damages (if any) and the amounts by which the total compensation will be reduced if the owner retains improvements. This tabulation shall be accompanied by an explanation to support the determined values, together with a copy of information or reports used in calculating all determined values. Expenses incurred by the Local Government in performing this work may be eligible for reimbursement after the Local Government has received written authorization by the State to proceed with determination of real property values. The State will review the data submitted and may base its reimbursement for parcel acquisitions on these values.

H. Reimbursement for real property costs will be made to the Local Government for real property purchased in an amount not to exceed eighty percent (80%) of the cost of the real property purchased in accordance with the terms and provisions of this Agreement. Reimbursement will be in an amount not to exceed eighty percent (80%) of the State's predetermined value of each parcel, or the net cost of the parcel, whichever is less. In addition, reimbursement will be made to the Local Government for necessary payments to appraisers, expenses incurred in order to assure good title, and costs associated with the relocation of displaced persons and personal property as well as incidental expenses.

I. If the Project requires the use of real property to which the Local Government will not hold title, a separate agreement between the owners of the real property and the Local Government must

be executed prior to execution of this Agreement. The separate agreement must establish that the Project will be dedicated for public use for a period of not less than 10 (ten) years after completion. The separate agreement must define the responsibilities of the parties as to the use of the real property and operation and maintenance of the Project after completion. The separate agreement must be approved by the State prior to its execution. A copy of the executed agreement shall be provided to the State.

**16. Insurance**

If this Agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

**17. Notices**

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

| **Local Government:** | **State:** |
|---|---|
| County of Williamson<br>ATTN: County Judge<br>710 S. Main Street, Ste. 101<br>Georgetown, TX 78626 | Texas Department of Transportation<br>ATTN: Director of Contract Services<br>125 E. 11th Street<br>Austin, TX 78701 |

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this Agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

**18. Legal Construction**

If one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

**19. Responsibilities of the Parties**

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party, and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

**20. Ownership of Documents**

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data and information prepared under this Agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State, in the format

directed by the State, of photocopy reproduction on a monthly basis or as required by the State. The originals shall remain the property of the Local Government.

**21. Compliance with Laws**

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

**22. Sole Agreement**

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

**23. Procurement and Property Management Standards**

The parties to this Agreement shall adhere to the procurement and property management standards established in the Texas Uniform Grant Management Standards.

**24. Inspection of Books and Records**

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State and the Local Government, or their duly authorized representatives for review and inspection at its office during the Agreement period and for seven (7) years from the date of completion of work defined under this Agreement or until any impending litigation, or claims are resolved. Additionally, the State and the Local Government and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

**25. Audit**

Pursuant to Texas Government Code § 2262.154, the state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

**26. Historically Underutilized Business (HUB) and Small Business Enterprise (SBE) Requirements**

For projects with State funds and no federal funds, the Local Government will be required to follow the provisions of Texas Transportation Code §201.702 and 43 TAC §§9.354-9.355 (HUB) and §§9.314-9.315 (SBE). The Local Government must incorporate project goals approved by TxDOT into project documents before advertising for receipt of bids. Contractors must select HUBs and SBEs from TxDOT-approved or maintained sources. The Local Government will provide monthly updates of HUB/SBE (as appropriate) participation and report final accomplishments to TxDOT for credit to overall program goals.

For projects with no state or federal funds that are not on the state or federal highway systems, the Local Government should follow its own local or specific ordinances and procedures. Local Governments are encouraged to use HUBs and SBEs from TxDOT-approved or maintained sources.

The Local Government must also report final HUB accomplishments to TxDOT for credit to overall program goals.

**27. Debarment Certifications**

If state funds are used, the parties are prohibited from making any award to any party that is debarred under the Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter G, Rule §20.585 and the Texas Administrative Code, Title 43, Part 1, Chapter 9, Subchapter G.

**28. Pertinent Non-Discrimination Authorities**

During the performance of this Agreement, the Local Government, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.

B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects).

C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).

D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.

E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).

F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).

G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not).

H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.

I. The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).

J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.

K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).

L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

| CSJ # | 0914-05-220 | | |
|---|---|---|---|
| District # | 14 | AFA ID | Z00003467 |
| Code Chart 64 # | 50246 | | |
| Project Name | CR 118 from CR 119 to east of CR 119 | | |

**29. Signatory Warranty**

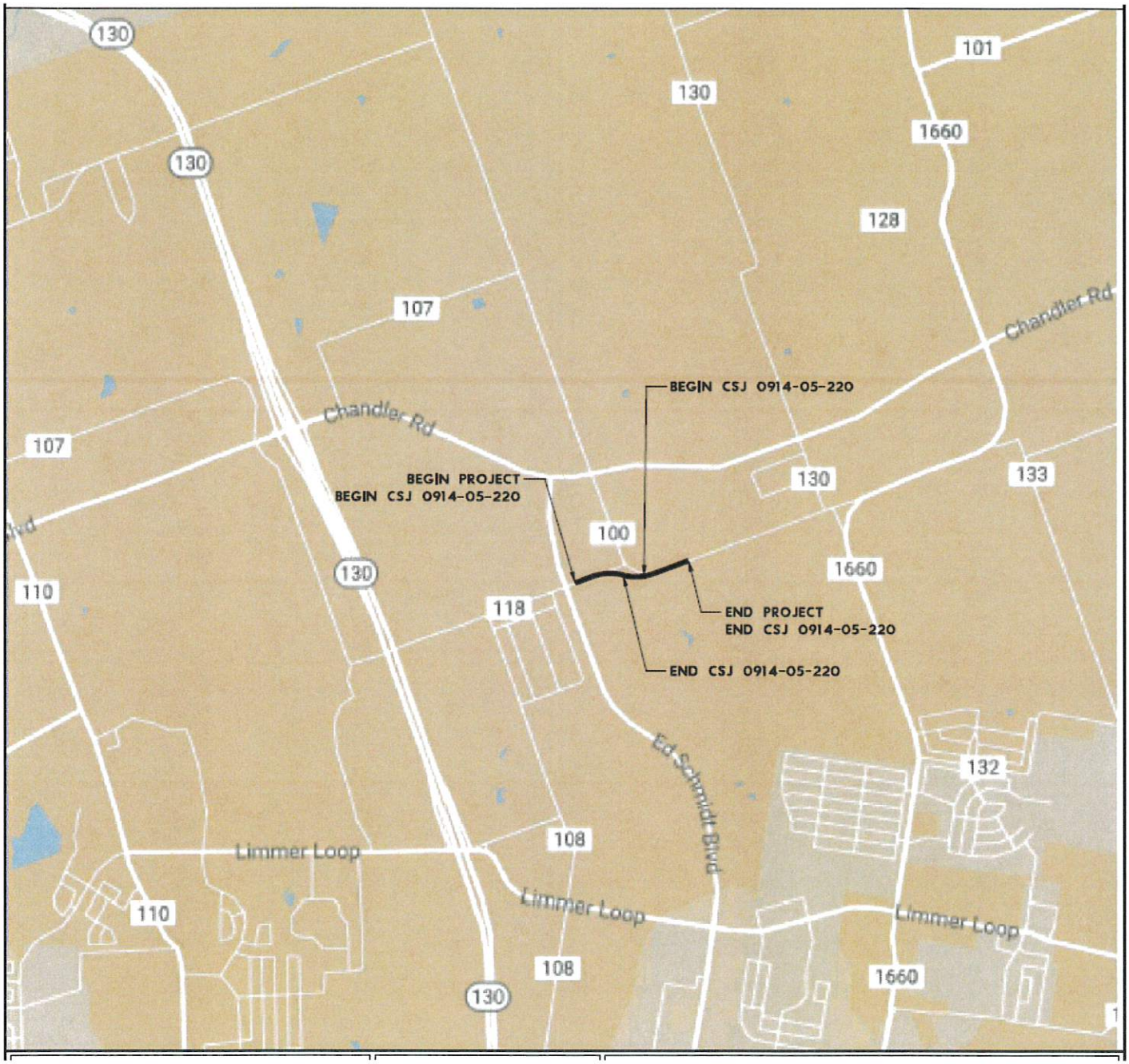
Each signatory warrants that the signatory has necessary authority to execute this Agreement on behalf of the entity represented.

Each party is signing this agreement on the date stated under that party's signature.

| THE STATE OF TEXAS | THE LOCAL GOVERNMENT |
|---|---|
| Signature | Signature |
| Kenneth Stewart<br>Typed or Printed Name | Bill Gravell, Jr.<br>Typed or Printed Name |
| Director of Contract Services<br>Typed or Printed Title | County Judge<br>Typed or Printed Title |
| Date | Date |

| CSJ # | | 0914-05-220 | |
|---|---|---|---|
| District # | 14 | AFA ID | Z00003467 |
| Code Chart 64 # | | 50246 | |
| Project Name | | CR 118 from CR 119 to east of CR 119 | |

# ATTACHMENT A
## LOCATION MAP SHOWING PROJECT



| CSJ # | 0914-05-220 | | |
|---|---|---|---|
| District # | 14 | AFA ID | Z00003467 |
| Code Chart 64 # | 50246 | | |
| Project Name | CR 118 from CR 119 to east of CR 119 | | |

# ATTACHMENT B
## PROJECT BUDGET

Costs will be allocated based on 100% Local Government funding until the Local Government funding reaches the maximum obligated amount. The Local Government will then be responsible for 100% of the costs.

| Description | Total Estimated Cost | State Participation | | Local Participation | |
|---|---|---|---|---|---|
| | | % | Cost | % | Cost |
| Engineering (by State) | $178,004 | 0% | $0 | 100% | $178,004 |
| Construction (by State) | $1,306,671 | 0% | $0 | 100% | $1,306,671 |
| Subtotal | $1,484,675 | | $0 | | $1,484,675 |
| Environmental Direct State Costs | $7,423 | 0% | $0 | 100% | $7,423 |
| Right of Way Direct State Costs | $1,856 | 0% | $0 | 100% | $1,856 |
| Engineering Direct State Costs | $11,135 | 0% | $0 | 100% | $11,135 |
| Utility Direct State Costs | $1,856 | 0% | $0 | 100% | $1,856 |
| Construction Direct State Costs | $51,964 | 0% | $0 | 100% | $51,964 |
| Indirect State Costs (4.73%) | $70,225 | 100% | $70,225 | 0% | $0 |
| TOTAL | $1,629,134 | | $70,225 | | $1,558,909 |

Initial payment by the Local Government to the State: $199,899
Payment by the Local Government to the State before construction: $1,332,760
Estimated total payment by the Local Government to the State $1,532,659. This is an estimate. The final amount of Local Government participation will be based on actual costs.

| | | | |
|---|---|---|---|
| CSJ # | 0914-05-220 | | |
| District # | 14 | AFA ID | Z00003467 |
| Code Chart 64 # | 50246 | | |
| Project Name | CR 118 from CR 119 to east of CR 119 | | |

# ATTACHMENT C
## RESOLUTION

**Commissioners Court - Regular Session** **29.**

**Meeting Date:** 02/28/2023

Patin Construction 22IFB105 CO1 Live Oak Sub

**Submitted For:** Terron Evertson **Submitted By:** Vicky Edwards, Infrastructure

**Department:** Infrastructure

**Agenda Category:** Consent

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**Information**

**Agenda Item**

Discuss, consider and take appropriate action on Change Order No. 1, to contract 22IFB105 – Live Oak Ranch Sub Phase 1 Roadway and Drainage Improvements, in the amount of $78,200.00. Funding Source is P487.

**Background**

Contract amount is $1,846,057.79. With the addition of this change order, of $78,200.00, the new contract amount will be $1,924,257.79. The change order extends driveway pipes to improve safety slopes for the traveling public.

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**Fiscal Impact**

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

**Attachments**

Patin Construction 22IFB105 CO1 Live Oak Sub

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Becky Pruitt | 02/23/2023 07:04 PM |
| Form Started By: Vicky Edwards | | Started On: 02/23/2023 11:43 AM |
| Final Approval Date: 02/23/2023 | | |

# WILLIAMSON COUNTY, TEXAS
## CHANGE ORDER NUMBER: 1

1. CONTRACTOR: **Patin Construction**

2. Change Order Work Limits: Sta. **all** to Sta. **all**

3. Type of Change(on federal-aid non-exempt projects): **Minor** (Major/Minor)

4. Reasons: **2I** (3 Max. - In order of importance - Primary first)

| | |
|---|---|
| ***Project:*** | ***22IFB105*** |
| ***Roadway:*** | ***Live Oak Sub*** |
| ***Purchase Order Number:*** | |

5. Describe the work being revised:

Extend driveway pipes to improve safety slope for traveling public

6. Work to be performed in accordance with Items: **460 6009E CMP AR (GAL STL DES 2) (EXTEND PIPE)**
7. New or revised plan sheet(s) are attached and numbered:
8. New general notes to the contract are attached: ☐ Yes ☑ No

9. New Special Provisions to Item_____ No. ____, Special Specification Item _____ 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 2-17-23

By

Typed/Printed Name Johnny D. Hill

Typed/Printed Title Project Manager

***The following information must be provided***

Time Ext. #: _____ Days added on this CO: **30 WD**

Amount added by this change order: **$78,200.00**

**RECOMMENDED FOR EXECUTION:**

James R. Williams 22-FEB-2023
Project Manager Construction Observer — Date

02/22/2023
Design Engineer — Date

Matt Williams 2/23/2023
for JTE
Program Manager — Date

Design Engineer's Seal:

STATE OF TEXAS
KON Q. KWAN
90584
LICENSED
PROFESSIONAL ENGINEER

County Commissioner Precinct 1 — Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 2 — Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 3 — Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 4 — Date
☐ APPROVED ☐ REQUEST APPROVAL

☐ APPROVED County Judge — Date

# WILLIAMSON COUNTY, TEXAS

***CHANGE ORDER NUMBER: 1*** ***Project # 22IFB105***

**TABLE B:** Contract Items (*Continued*)

| | | | | ORIGINAL + PREVIOUSLY REVISED | | NEW | | |
|---|---|---|---|---|---|---|---|---|
| ITEM | DESCRIPTION | UNIT | UNIT PRICE | QUANTITY | ITEM COST | QUANTITY | ITEM COST | OVERRUN/ UNDERRUN |
| 460 6009E | CMP AR (GAL STL DES 2) (EXTEND PIPE) | LF | $575.00 | 0.00 | $0.00 | 136.00 | $78,200.00 | $78,200.00 |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | |

# CHANGE ORDER REASON(S) CODE CHART

| | |
|---|---|
| 1. Design Error or Omission | 1A. Incorrect PS&E<br>1B. Other |
| 2. Differing Site Conditions (unforeseeable) | 2A. Dispute resolution (expense caused by conditions and/or resulting delay)<br>2B. Unavailable material<br>2C. New development (conditions changing after PS&E completed)<br>2D. Environmental remediation<br>2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9)<br>2F. Site conditions altered by an act of nature<br>2G. Unadjusted utility (unforeseeable)<br>2H. Unacquired Right-of-Way (unforeseeable)<br>2I. Additional safety needs (unforeseeable)<br>2J. Other |
| 3. County Convenience | 3A. Dispute resolution (not resulting from error in plans or differing site conditions)<br>3B. Public relations improvement<br>3C. Implementation of a Value Engineering finding<br>3D. Achievement of an early project completion<br>3E. Reduction of future maintenance<br>3F. Additional work desired by the County<br>3G. Compliance requirements of new laws and/or policies<br>3H. Cost savings opportunity discovered during construction<br>3I. Implementation of improved technology or better process<br>3J. Price adjustment on finished work (price reduced in exchange for acceptance)<br>3K. Addition of stock account or material supplied by state provision<br>3L. Revising safety work/measures desired by the County<br>3M. Other |
| 4. Third Party Accommodation | 4A. Failure of a third party to meet commitment<br>4B. Third party requested work<br>4C. Compliance requirements of new laws and/or policies (impacting third party)<br>4D. Other |
| 5. Contractor Convenience | 5A. Contractor exercises option to change the traffic control plan<br>5B. Contractor requested change in the sequence and/or method of work<br>5C. Payment for Partnering workshop<br>5D. Additional safety work/measures desired by the contractor<br>5E. Other |
| 6. Untimely ROW/Utilities | 6A. Right-of-Way not clear (third party responsibility for ROW)<br>6B. Right-of-Way not clear (County responsibility for ROW)<br>6C. Utilities not clear<br>6D. Other |

**Commissioners Court - Regular Session** **30.**

**Meeting Date:** 02/28/2023

Preliminary plat for the Santa Rita Ranch Phase 7B subdivision – Pct 2

**Submitted For:** Terron Evertson **Submitted By:** Adam Boatright, Infrastructure

**Department:** Infrastructure **Division:** Road & Bridge

**Agenda Category:** Consent

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## Information

### Agenda Item

Discuss, consider and take appropriate action on approval of the preliminary plat for the Santa Rita Ranch Phase 7B subdivision – Precinct 2.

### Background

This proposed subdivision consists of 287 single family lots, 3 open space/water quality/drainage/landscape/utility lots, 12 open space/landscape/ utility lots and 16,853 linear feet of new public roads on 117.24 acres.

### Timeline

2022-12-05 – initial submittal of the preliminary plat
2023-01-04 – 1st review complete with comments
2023-01-30 – 2nd submittal of preliminary plat
2023-02-14 – 2nd review complete with comments
2023-02-15 – 3rd submittal of preliminary plat
2023-02-16 – 3rd review complete with comments clear
2023-02-23 – preliminary plat placed on the February 28, 2023 Commissioners Court agenda for consideration

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## Fiscal Impact

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

## Attachments

preliminary plat - Santa Rita Ranch Ph 7B

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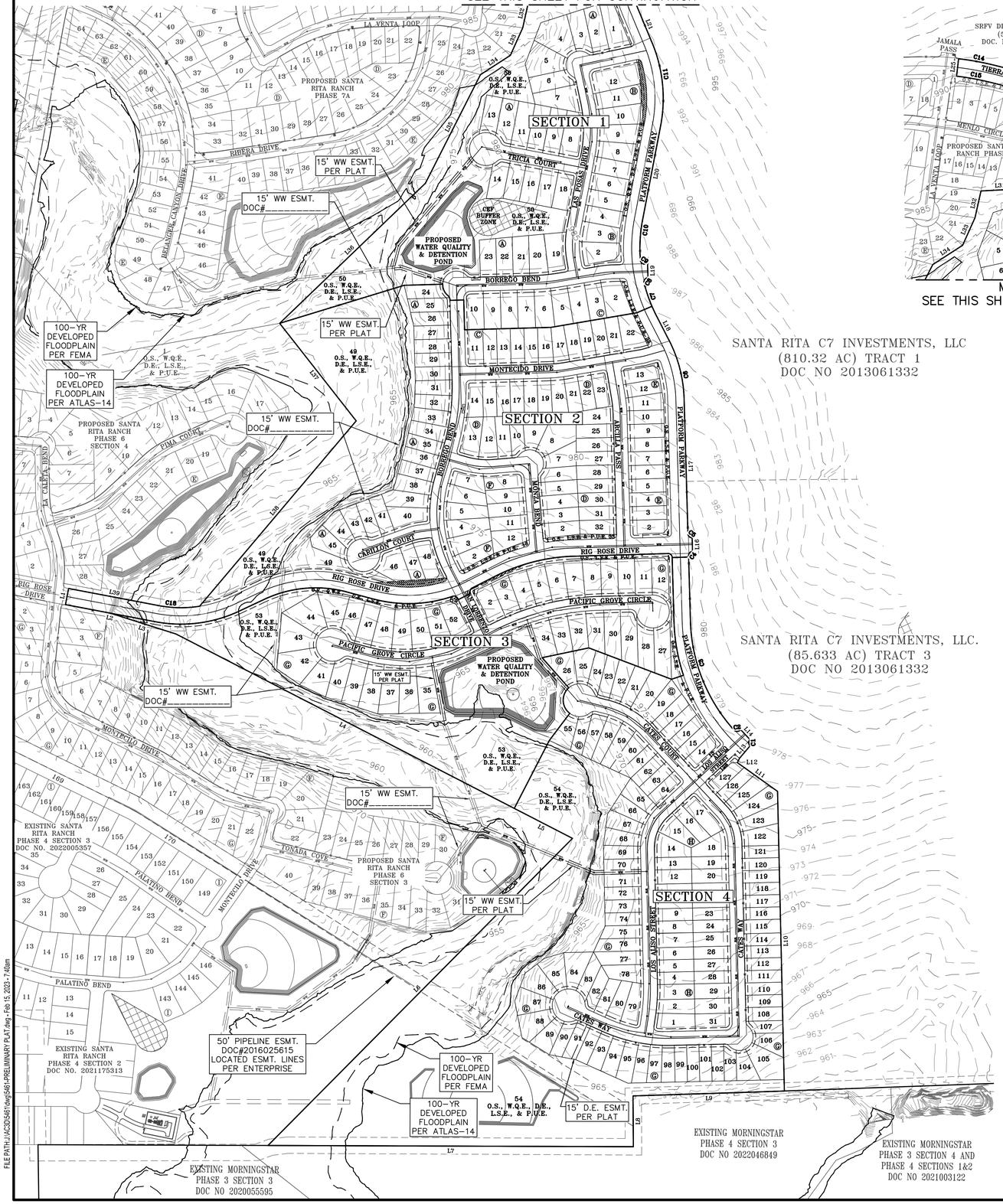
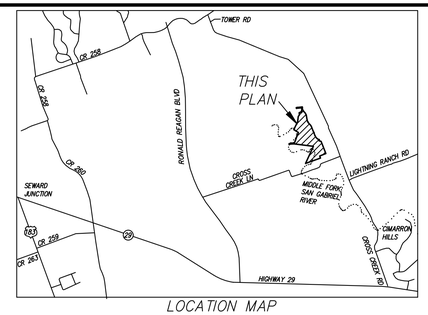
## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Becky Pruitt | 02/23/2023 06:35 PM |
| Form Started By: Adam Boatright | | Started On: 02/23/2023 11:31 AM |
| Final Approval Date: 02/23/2023 | | |




LOCATION MAP

## LEGEND

| | |
|---|---|
| 17 | LOT NUMBER |
| (A) | BLOCK NUMBER |
| | BUILDING SETBACK LINE |
| | EASEMENT LINE |
| | BOUNDARY LINE |
| | 100-YR FEMA FLOODPLAIN |
| | ATLAS 14 100-YR FLOODPLAIN |
| O.S. | OPEN SPACE |
| L.S.E. | LANDSCAPE EASEMENT |
| W.Q.E. | WATER QUALITY EASEMENT |
| D.E. | DRAINAGE EASEMENT |
| P.U.E. | PUBLIC UTILITY EASEMENT |
| B.L. | BUILDING LINE SETBACK |
| | MAILBOX KIOSK |

| | |
|---|---|
| TOTAL OF LOTS | 302 |
| SINGLE FAMILY LOTS: | 287 |
| O.S., W.Q.E., D.E., P.U.E. & L.S.E LOTS: | 3 |
| O.S., P.U.E. & L.S.E LOTS: | 12 |

TOTAL: 288 SF LOTS

DECEMBER 2, 2022
OWNER:
SANTA RITA C7 INVESTMENTS, LLC
1700 CROSS CREEK LANE
LIBERTY HILL, TX 78642

DEVELOPER:
SANTA RITA KC, LLC
1700 CROSS CREEK LANE
LIBERTY HILL, TX 78642

ENGINEER & SURVEYOR:
CARLSON, BRIGANCE & DOERING, INC.
5701 WEST WILLIAM CANNON DRIVE
AUSTIN, TEXAS 78749
(512) 280-5160 phone
(512) 280-5165 fax

TOTAL ACREAGE: 117.238 ACRES
SURVEY: B. MANLOVE SURVEY, ABSTRACT NO. 417

0 200' 400'

SCALE: 1" = 200'

GENERAL:

1. BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203), NAD83.
2. THIS SUBDIVISION LIES WITHIN THE CITY OF LIBERTY HILL EXTRA-TERRITORIAL JURISDICTION.
3. IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH PROVISIONS OF ALL APPLICABLE STATE, FEDERAL AND LOCAL LAWS, AND REGULATIONS RELATING TO PLATTING AND DEVELOPMENT OF THIS PROPERTY. THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOODPLAIN DATA, IN PARTICULAR, MAY CHANGE. IT IS FURTHER UNDERSTOOD THAT THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT MUST INSTALL AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED BEFORE THE ROADS IN THE SUBDIVISION HAVE FINALLY BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.
4. THE FOLLOWING LOTS MAY NOT BE FURTHER SUBDIVIDED: LOTS 5-7,11,12,46-49 BLOCK A, LOT 1 BLOCK B, LOTS 7-9 BLOCK C, LOT 11 BLOCK E, LOTS 14-26,42-45,55,61,63,65-69,71,76,81,82,84-89,92-107,109-114,116-121,123-126.
5. THIS SUBDIVISION IS VESTED TO THE WILLIAMSON COUNTY SUBDIVISION REGULATIONS DATED DECEMBER 7, 2021.

DRAINAGE AND FLOODPLAIN:

6. THE DEVELOPED 100-YR FLOODPLAIN BY ATLAS 14 SHOWN ON THE PRELIMINARY PLAT WAS DETERMINED BY A STUDY PREPARED BY CARLSON, BRIGANCE & DOERING, INC. DATED DECEMBER 2, 2022. PORTIONS OF THIS SUBDIVISION ARE ENCROACHED BY A SPECIAL FLOOD HAZARD AREA(S) INUNDATED BY THE 100-YEAR (1% CHANCE) FLOOD AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 48491C0275E, EFFECTIVE DATE SEPTEMBER 26,2008 AND THE FEMA L.O.M.R. NO 16-06-0501P, EFFECTIVE MARCH 2, 2017FOR WILLIAMSON COUNTY, TEXAS.

WATER AND WASTEWATER:

7. WATER SERVICE IS PROVIDED BY: WILLIAMSON COUNTY MUD 19G/GEORGETOWN UTILITY SYSTEMS
8. WASTEWATER SERVICE IS PROVIDED BY: WILLIAMSON COUNTY MUD 19G/CITY OF LIBERTY HILL.

ROADWAY AND RIGHT OF WAY:

9. ELECTRIC SERVICE IS PROVIDED BY: PEC
10. SIDEWALKS SHALL BE MAINTAINED BY THE HOMEOWNER'S ASSOCIATION.
11. DRIVEWAY ACCESS TO LOTS WITHIN THIS SUBDIVISION FROM SIDE STREETS IS PROHIBITED.

| STREET NAME | MAINTENANCE AUTHORITY | R.O.W. WIDTH | PAVEMENT WIDTH | SIDEWALKS | DESIGN SPEED | LINEAR FEET | CLASS | TYPE |
|---|---|---|---|---|---|---|---|---|
| ARCILLA PASS | PUBLIC | 50' | 33' FACE TO FACE | 4' | 25 MPH | **678** | LOCAL | URBAN |
| BORREGO BEND | PUBLIC | 50' | 33' FACE TO FACE | 4' | 25 MPH | **2,189** | LOCAL | URBAN |
| CARILLON COURT | PUBLIC | 50' | 33' FACE TO FACE | 4' | 25 MPH | **290** | LOCAL | URBAN |
| CATES COURT | PUBLIC | 50' | 33' FACE TO FACE | 4' | 25 MPH | **530** | LOCAL | URBAN |
| CATES WAY | PUBLIC | 50' | 33' FACE TO FACE | 4' | 25 MPH | **1,629** | LOCAL | URBAN |
| LAS POSAS DRIVE | PUBLIC | 50' | 33' FACE TO FACE | 4' | 25 MPH | **1,035** | LOCAL | URBAN |
| LOS ALISO STREET | PUBLIC | 50' | 33' FACE TO FACE | 4' | 25 MPH | **1,251** | LOCAL | URBAN |
| MONTECIDO DRIVE | PUBLIC | 50' | 33' FACE TO FACE | 4' | 25 MPH | **759** | LOCAL | URBAN |
| MONZA BEND | PUBLIC | 50' | 33' FACE TO FACE | 4' | 25 MPH | **631** | LOCAL | URBAN |
| PACIFIC GROVE CIRCLE | PUBLIC | 50' | 33' FACE TO FACE | 4' | 25 MPH | **1,210** | LOCAL | URBAN |
| PLATFORM PARKWAY | PUBLIC | 60' | 40' FACE TO FACE | 4' | 35 MPH | **3,218** | MINOR COLLECTOR | URBAN |
| RIG ROSE DRIVE | PUBLIC | 60' | 40' FACE TO FACE | 4' | 35 MPH | **2,349** | MINOR COLLECTOR | URBAN |
| SAN LORRENZO DRIVE | PUBLIC | 50' | 33' FACE TO FACE | 4' | 25 MPH | **205** | LOCAL | URBAN |
| TIERRA ROSA BOULEVARD | PUBLIC | 64' | 48' FACE TO FACE | 4' | 35 MPH | **509** | COLLECTOR | URBAN |
| TRICIA COURT | PUBLIC | 50' | 33' FACE TO FACE | 4' | 25 MPH | **370** | LOCAL | URBAN |
| **TOTAL LINEAR FOOTAGE OF STREETS:** | | | | | | **16,853 L.F.** | | |

| Curve Table | | | | | |
|---|---|---|---|---|---|
| Curve # | Radius | Tangent | Delta | Chord | Arc Length |
| C1 | 25.27 | 16.81 | 096°30'43" | 22.38 | 25.27 |
| C2 | 23.84 | 15.28 | 091°04'42" | 21.41 | 23.84 |
| C3 | 437.17 | 228.11 | 040°23'59" | 428.17 | 437.17 |
| C4 | 23.61 | 15.10 | 090°47'18" | 21.21 | 23.61 |
| C5 | 23.56 | 15.00 | 090°00'00" | 21.21 | 23.56 |
| C6 | 223.21 | 113.49 | 025°34'39" | 221.36 | 223.21 |
| C7 | 90.60 | 45.41 | 009°36'48" | 90.50 | 90.60 |
| C8 | 26.71 | 18.53 | 102°01'39" | 23.32 | 26.71 |
| C9 | 22.72 | 14.18 | 086°47'23" | 20.61 | 22.72 |
| C10 | 147.78 | 74.36 | 015°40'48" | 147.32 | 147.78 |
| C11 | 309.43 | 159.27 | 033°27'05" | 305.06 | 309.43 |
| C12 | 300.99 | 155.86 | 036°41'34" | 295.87 | 300.99 |
| C13 | 23.56 | 15.00 | 090°00'00" | 21.21 | 23.56 |
| C14 | 134.53 | 67.36 | 007°28'08" | 134.43 | 134.53 |
| C15 | 126.18 | 63.18 | 007°28'08" | 126.09 | 126.18 |
| C16 | 23.56 | 15.00 | 090°00'00" | 21.21 | 23.56 |
| C17 | 142.54 | 71.70 | 015°24'45" | 142.11 | 142.54 |
| C18 | 150.93 | 76.22 | 019°39'16" | 150.20 | 150.93 |

| Line Table | | |
|---|---|---|
| Line # | Bearing | Length |
| L1 | N09°13'52.08"W | 60.00 |
| L2 | S80°46'07.92"W | 333.88 |
| L3 | N87°40'11.46"E | 251.44 |
| L4 | S82°43'14.62"E | 1389.11 |
| L16 | S21°37'47.10"E | 50.00 |
| L17 | S21°37'47.10"E | 492.80 |
| L18 | S47°12'26.11"E | 101.55 |
| L19 | N21°37'47.10"W | 50.00 |
| L20 | N09°09'35.73"W | 350.87 |
| L21 | N42°36'40.84"W | 132.86 |
| L22 | N05°55'07.33"W | 28.63 |
| L23 | N05°55'07.33"W | 64.00 |
| L24 | S84°04'52.67"W | 378.73 |
| L25 | S13°23'15.00"E | 64.00 |
| L26 | N84°04'52.67"E | 288.73 |
| L27 | S05°55'07.33"E | 28.63 |
| L28 | S82°35'14.30"W | 29.17 |
| L29 | S03°09'16.21"W | 103.86 |
| L30 | S45°48'30.99"W | 103.86 |
| L31 | S66°56'34.68"W | 139.36 |

| Line Table | | |
|---|---|---|
| Line # | Bearing | Length |
| L32 | S07°27'11.33"E | 100.30 |
| L33 | S04°10'45.67"W | 110.14 |
| L34 | S37°09'51.03"W | 129.83 |
| L35 | S06°52'00.50"W | 444.75 |
| L36 | S26°07'34.21"W | 737.99 |
| L37 | N58°05'19.96"W | 452.75 |
| L38 | N20°11'00.17"E | 886.08 |
| L39 | N80°46'07.92"E | 333.88 |

Carlson, Brigance & Doering, Inc.
Civil Engineering ◆ Surveying
FIRM ID #F3791
Main Office
5501 West William Cannon Dr. 12129 RR 620 N. 600
Austin, Texas 78749 Austin, Texas 78750
Phone No. (512) 280-5160 Fax No. (512) 280-5165

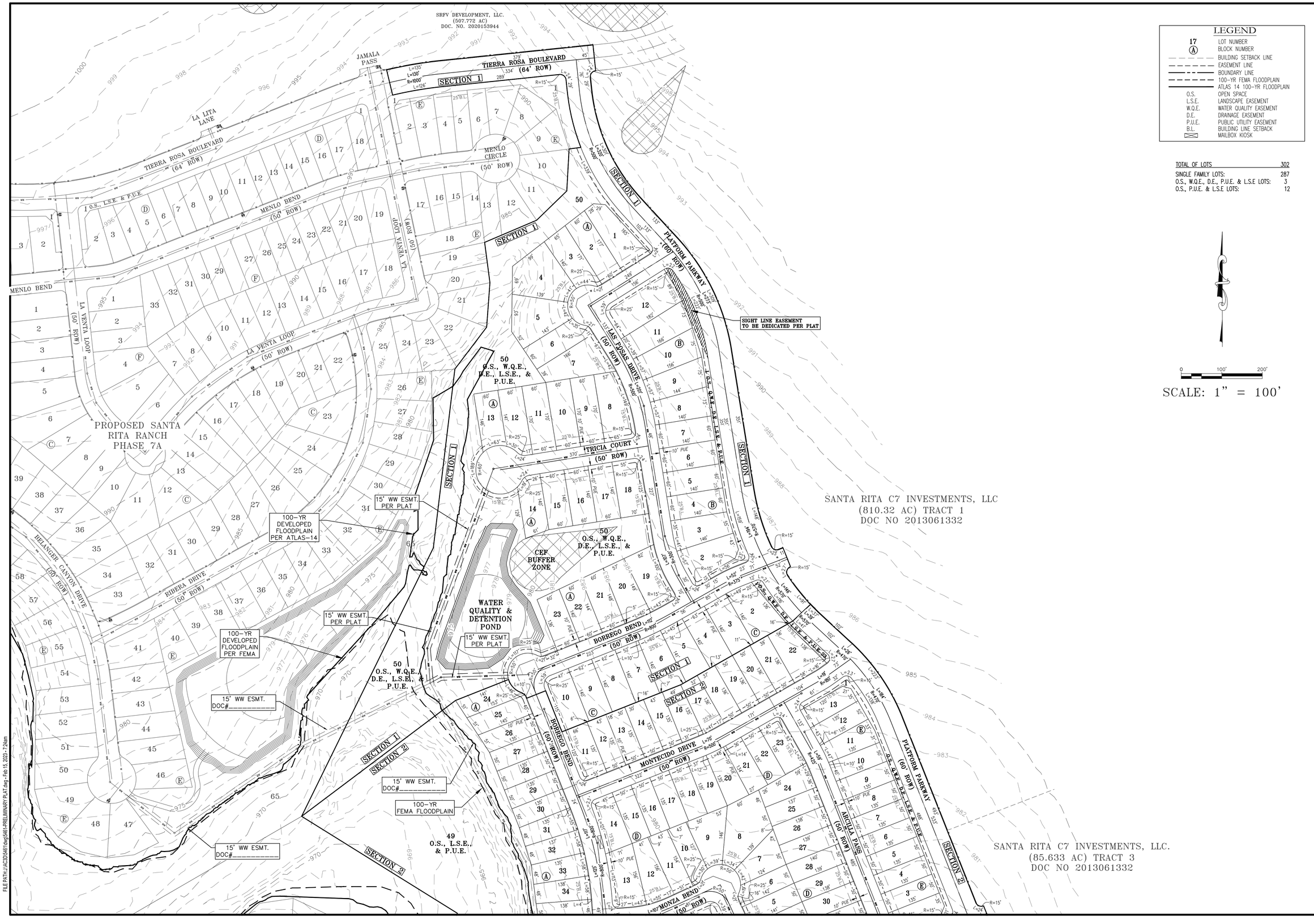
DESIGNED BY: SPC
DRAFTED BY: MB
DATE
REVISION

SHEET NAME: OVERALL PRELIMINARY PLAT
JOB NAME: SANTA RITA RANCH PHASE 7B
PROJECT: PRELIMINARY PLAT

STATE OF TEXAS
STEVEN P. GATES
93648
LICENSED PROFESSIONAL ENGINEER
CARLSON, BRIGANCE & DOERING, INC.
ID# F3791
2-15-2023

DATE: DEC 2022
JOB NUMBER: 5461
SHEET: 1 OF 4
SHEET NO.: 1

FILE PATH: J:\ACD\5461\dwg\5461-PRELIMINARY PLAT.dwg - Feb 15, 2023 - 7:48am




## LEGEND

| | |
|---|---|
| 17 | LOT NUMBER |
| Ⓐ | BLOCK NUMBER |
| | BUILDING SETBACK LINE |
| | EASEMENT LINE |
| | BOUNDARY LINE |
| | 100-YR FEMA FLOODPLAIN |
| | ATLAS 14 100-YR FLOODPLAIN |
| O.S. | OPEN SPACE |
| L.S.E. | LANDSCAPE EASEMENT |
| W.Q.E. | WATER QUALITY EASEMENT |
| D.E. | DRAINAGE EASEMENT |
| P.U.E. | PUBLIC UTILITY EASEMENT |
| B.L. | BUILDING LINE SETBACK |
| | MAILBOX KIOSK |

| TOTAL OF LOTS | 302 |
|---|---|
| SINGLE FAMILY LOTS: | 287 |
| O.S., W.Q.E., D.E., P.U.E. & L.S.E LOTS: | 3 |
| O.S., P.U.E. & L.S.E LOTS: | 12 |

0 100' 200'

SCALE: 1" = 100'

DESIGNED BY: SPC

DRAFTED BY: MB

DATE

REVISION


Carlson, Brigance & Doering, Inc.
Civil Engineering ◆ Surveying
FIRM ID #F3791
Main Office
5501 West William Cannon Dr.
Austin, Texas 78749
Phone No. (512) 280-5160
North Office
12129 RR 620 N., Ste. 600
Austin, Texas 78750
Fax No. (512) 280-5165


SHEET NAME: PRELIMINARY PLAT 100 SCALE

JOB NAME: SANTA RITA RANCH PHASE 7B

PROJECT: PRELIMINARY PLAT

STATE OF TEXAS
STEVEN P. CATES
93648
LICENSED
PROFESSIONAL ENGINEER

CARLSON, BRIGANCE & DOERING, INC.
ID# F3791

2-15-2023

DATE: DEC 2022

JOB NUMBER: 5461

SHEET: 2 OF 4

SHEET NO.: 2

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## LEGEND

| | |
|---|---|
| 17 | LOT NUMBER |
| (A) | BLOCK NUMBER |
| | BUILDING SETBACK LINE |
| | EASEMENT LINE |
| | BOUNDARY LINE |
| | 100-YR FEMA FLOODPLAIN |
| | ATLAS 14 100-YR FLOODPLAIN |
| O.S. | OPEN SPACE |
| L.S.E. | LANDSCAPE EASEMENT |
| W.Q.E. | WATER QUALITY EASEMENT |
| D.E. | DRAINAGE EASEMENT |
| P.U.E. | PUBLIC UTILITY EASEMENT |
| B.L. | BUILDING LINE SETBACK |
| | MAILBOX KIOSK |

| | |
|---|---|
| TOTAL OF LOTS | 302 |
| SINGLE FAMILY LOTS: | 287 |
| O.S., W.Q.E., D.E., P.U.E. & L.S.E LOTS: | 3 |
| O.S., P.U.E. & L.S.E LOTS: | 12 |

0 100' 200'

SCALE: 1" = 100'

| DESIGNED BY: | DRAFTED BY: |
|---|---|
| SPC | MB |

DATE

REVISION


Carlson, Brigance & Doering, Inc.
Civil Engineering ◆ Surveying
FIRM ID #F3791
Main Office: 5501 West William Cannon Dr. Austin, Texas 78749
North Office: 12129 RR 620 N. Suite 600 Austin, Texas 78750
Phone No. (512) 280-5160 Fax No. (512) 280-5165


SHEET NAME: PRELIMINARY PLAT 100 SCALE

JOB NAME: SANTA RITA RANCH PHASE 7B

PROJECT: PRELIMINARY PLAT

STATE OF TEXAS
STEVEN P. GATES
93648
LICENSED PROFESSIONAL ENGINEER
CARLSON, BRIGANCE & DOERING, INC.
ID# F3791

2-15-2023

DATE: DEC 2022

JOB NUMBER: 5461

SHEET: 3 OF 4

SHEET NO.: 3

FILE PATH: J:\ACAD\5461\dwg\5461-PRELIMINARY PLAT.dwg - Feb 15, 2023 - 7:25am

SANTA RITA C7 INVESTMENTS, LLC.
(85.633 AC) TRACT 3
DOC NO 2013061332

WATER QUALITY & DETENTION POND

53
O.S., W.Q.E.,
D.E., L.S.E.,
& P.U.E.

54
O.S., W.Q.E.,
D.E., L.S.E.,
& P.U.E.

1
O.S., W.Q.E.,
D.E., L.S.E.,
& P.U.E.

15' WW ESMT.
DOC#_____

15' WW ESMT.
PER PLAT

100-YR
DEVELOPED
FLOODPLAIN
PER ATLAS-14

100-YR
DEVELOPED
FLOODPLAIN
PER FEMA

SECTION 3

SECTION 4

PACIFIC GROVE CIRCLE
(50' ROW)

CATES COURT
(50' ROW)

LOS ALISO STREET
(50' ROW)

CATES WAY
(50' ROW)

PROPOSED SANTA
RITA RANCH PHASE
6 SECTION 3

MONTECILO DRIVE

TONADA COURT

PALATINO BEND

EXISTING SANTA
RITA RANCH
PHASE 4 SECTION 2
DOC NO. 2021175313

15' WW ESMT.
PER SRR 4-2
FINAL PLAT

100-YR
DEVELOPED
FLOODPLAIN
PER FEMA

100-YR
DEVELOPED
FLOODPLAIN
PER ATLAS-14

0.048 Ac. WW ESMT.
DOC#2021164865

50' PIPELINE ESMT.
DOC#2016025615
LOCATED ESMT. LINES
PER ENTERPRISE

15' D.E. ESMT.
PER PLAT

EXISTING MORNINGSTAR
PHASE 4 SECTION 3
DOC NO 2022046849

EXISTING MORNINGSTAR
PHASE 3 SECTION 4 AND
PHASE 4 SECTIONS 1&2
DOC NO 2021003122

EXISTING MORNINGSTAR
PHASE 3 SECTION 3
DOC NO 2020055595

## LEGEND

| | |
|---|---|
| 17 | LOT NUMBER |
| (A) | BLOCK NUMBER |
| | BUILDING SETBACK LINE |
| | EASEMENT LINE |
| | BOUNDARY LINE |
| | 100-YR FEMA FLOODPLAIN |
| | ATLAS 14 100-YR FLOODPLAIN |
| O.S. | OPEN SPACE |
| L.S.E. | LANDSCAPE EASEMENT |
| W.Q.E. | WATER QUALITY EASEMENT |
| D.E. | DRAINAGE EASEMENT |
| P.U.E. | PUBLIC UTILITY EASEMENT |
| B.L. | BUILDING LINE SETBACK |
| | MAILBOX KIOSK |

| | |
|---|---|
| TOTAL OF LOTS | 302 |
| SINGLE FAMILY LOTS: | 287 |
| O.S., W.Q.E., D.E., P.U.E. & L.S.E LOTS: | 3 |
| O.S., P.U.E. & L.S.E LOTS: | 12 |

0 100' 200'

SCALE: 1" = 100'

DESIGNED BY: SPC | DRAFTED BY: MB

DATE

REVISION


Carlson, Brigance & Doering, Inc.
Civil Engineering ◆ Surveying
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Phone No. (512) 280-5160
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12129 RR 620 N. Suite 600
Austin, Texas 78750
Fax No. (512) 280-5165


SHEET NAME: PRELIMINARY PLAT 100 SCALE

JOB NAME: SANTA RITA RANCH PHASE 7B

PROJECT: PRELIMINARY PLAT

STATE OF TEXAS
STEVEN P. CATES
93648
PROFESSIONAL ENGINEER
LICENSED
CARLSON, BRIGANCE & DOERING, INC.
ID# F3791

2-15-2023

DATE: DEC 2022

JOB NUMBER: 5461

SHEET: 4 OF 4

SHEET NO.: 4

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**Commissioners Court - Regular Session** **31.**

**Meeting Date:** 02/28/2023

Replat of Lot 3 Wild Plum Valley 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 approval of the replat of Lot 3, Wild Plum Valley subdivision – Precinct 4.

**Background**

This subdivision consists of 3 lots and no new roads on 4.481 acres. The purpose of this replat is to further subdivide the existing single lot into 3 newly configured lots.

**Timeline**

2022-12-19 – initial submittal of the replat
2023-01-18 – 1st review complete with comments
2023-01-23 – 2nd submittal of replat
2023-02-07 – 2nd review complete with comments clear
2023-02-15 – replat received with signatures
2023-02-23 – replat placed on the February 28, 2023 Commissioners Court agenda for consideration

---

**Fiscal Impact**

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

**Attachments**

replat - Wild Plum Valley Lot 3

---

**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Becky Pruitt | 02/23/2023 07:04 PM |
| Form Started By: Adam Boatright | | Started On: 02/23/2023 11:40 AM |
| Final Approval Date: 02/23/2023 | | |

Field: RG 2022/04/20 CTX5323
Drafter: RDG 2022/06/13
Revision: RDG 2023/01/23
Revision:

PLAT NOTES:

1. Water service for this subdivision will be provided by Manville Water Supply Corporation.

   Sewer service for this subdivision will be provided by On-Site Sewage Facilities.

2. No lot in this subdivision is encroached by any special flood hazard areas inundated by the 1% annual chance flood as identified by the U.S. federal emergency management agency boundary map (Flood Insurance Rate Map) community panel number 48491C0675F, effective date December 20, 2019, for Williamson County, Texas.

3. Driveway maintenance will be the responsibility of the property owner. If obstructions occur within the driveway culvert, the county reserves the right to clear obstructions that are causing adverse impacts to the roadway.

4. Maximum of 20% impervious cover per lot, otherwise stormwater management controls shall be designed, constructed and maintained by owner. If impervious cover is proposed to exceed maximum percentage allowed, contact Williamson County Floodplain Administration to review the stormwater management controls proposed on lot.

5. This Development is considered exempt from on-site stormwater detention controls based on Williamson County Subdivision Regulation B11.1.2, which states that a proposed development may be considered exempt from providing on-site stormwater detention if the plat has three or less lots for single family residential use, with less than 20% impervious cover per lot.

6. The landowner assumes all risk associated with improvements located in the right-of-way or road widening easements. By placing anything in the right-of-way or road widening easements, the landowner indemnifies and holds the County, its officers, and employees harmless from any liability owing to property defects or negligence not attributable to them and acknowledges that the improvements may be removed by the County and that the Owner of the improvement shall be responsible for the relocation and/or replacement of the improvement.

7. It is the responsibility of the owner, not the County, to assure compliance with the provisions of all applicable state, federal and local laws and regulations relating to the platting and development of this property.

8. The County assumes no responsibility for the accuracy of representations by other parties in this plat. Floodplain data, in particular, may change. It is further understood that the owners of the tract of land covered by this plat must install at their own expense all traffic control devices and signage that may be required before the roads in the subdivision have finally been accepted for maintenance by the County.

9. Development of this subdivision will comply with Appendix B 11.1 of the Williamson County Subdivision Regulations.

10. Development of on-site sewage facilities within this subdivision will comply with Edwards Aquifer Regulations for Williamson County and with Williamson County On-site Sewage Facility Regulations.

11. Except as may be modified of hereon, this replat is subject to all applicable plat notes and restrictions as set forth in the original plat of Wild Plum Valley, as recorded in Cabinet I, Slide 86, Plat Records of Williamson County, Texas.

12. Driveway spacing shall adhere to the spacing criteria noted in Appendix B3.5.4.

13. Rural mailboxes shall be set three feet from the edge of the pavement or behind curbs, when used. All mailboxes within county arterial right-of-way shall meet the current TXDOT standards. Any mailbox that does not meet this requirement may be removed by Williamson County.

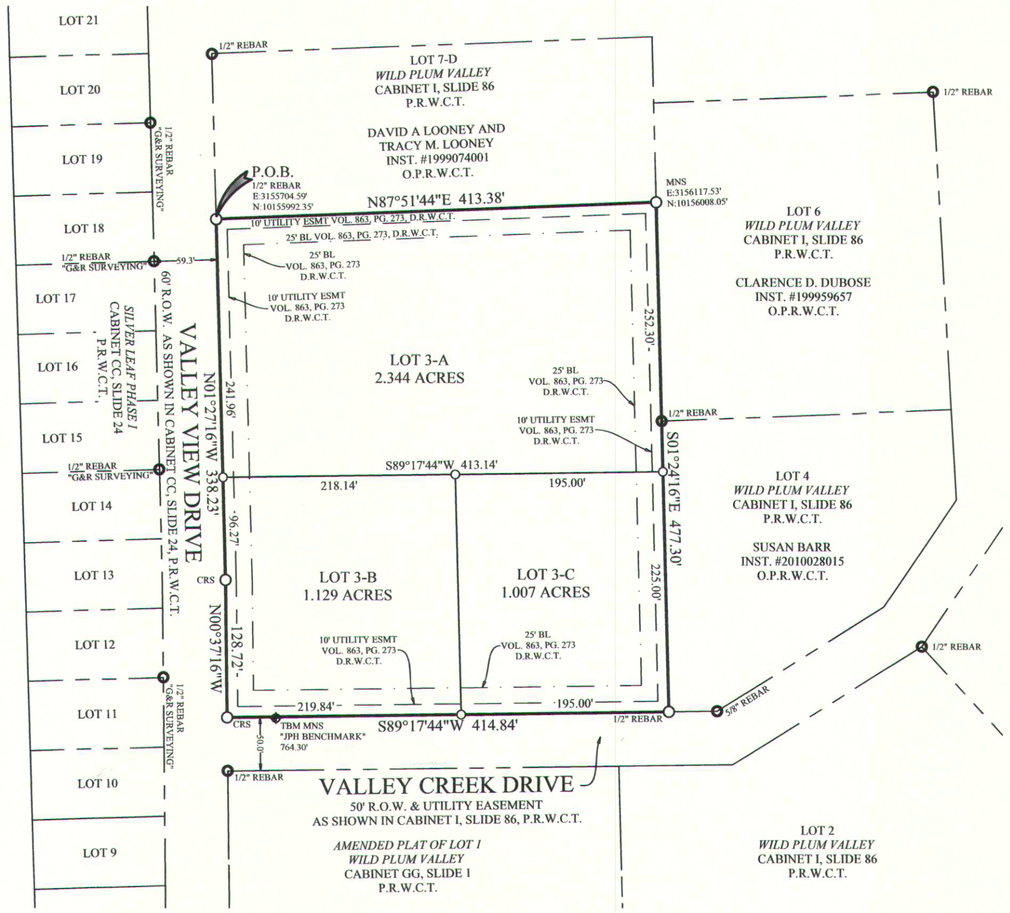
14. Maintenance responsibility for drainage will not be accepted by the county other than that accepted in connection with draining or protecting the road system. Maintenance responsibility for storm water management controls will remain with the owner.

15. All sidewalks shall be maintained by each of the adjacent property owners.

16. The minimum FFE shall be at least one foot above the adjacent finished grade and BFE. Exceptions can be made at entrance and egress points, where necessary, to meet the Americans with Disabilities Act (ADA). Recreational vehicle parking pads must also be placed at least one foot above BFE.

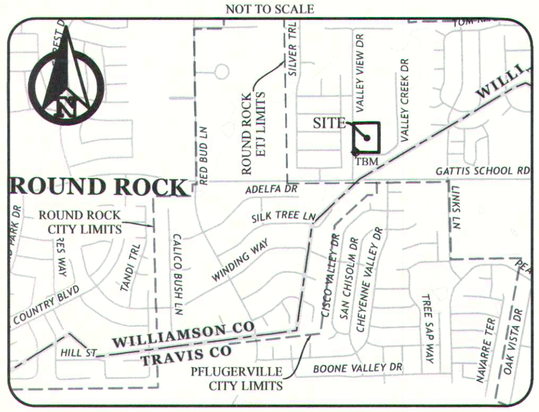
17. This subdivision is subject to storm-water management controls as required by Williamson County, Subdivision Regulations Section B11.1 and Flood Damage Prevention Order, on new development that would evoke such controls beyond existing conditions.

18. A certificate of compliance is hereby issued for all lots within this subdivision. This certificate of compliance is valid until such time as FEMA or the county revises or newly adopts floodplain boundaries in this vicinity.




LOCATION MAP

NOT TO SCALE




# FINAL PLAT
OF
# REPLAT OF LOT 3 WILD PLUM VALLEY

RECORDED IN CABINET I, SLIDES 86, P.R.W.C.T.

4.481 ACRES
SITUATED IN THE
JOHN H. RANDALL SURVEY
ABSTRACT NO. 531
WILLIAMSON COUNTY, TEXAS

NUMBER OF LOTS/BLOCKS: 3 Lots, 1 Block

LINEAR FEET OF NEW STREETS: None

SUBMITTAL DATE: DECEMBER 19, 2022

OWNER:
William Flood
5 Valley View Drive
Round Rock, Texas 78664

SURVEYOR:
JPH Land Surveying, Inc.
1516 E Palm Valley Blvd, Ste A4
Round Rock, Texas 78664
Phone: (512) 778-5688

ENGINEER/APPLICANT:
CLGANN, LLC
3000 Joe Dimaggio, Suite 29D
Round Rock, Texas 78665
Phone: (512) 574-5738

**LEGEND OF LINE WORK**

- Subdivision Boundary
- Lot lines
- Deed/adjoiner lines
- Easement lines
- Building Setback Lines

**MONUMENTS / DATUMS / BEARING BASIS**

**Monuments are found if not marked MNS or CRS.**

| | |
|---|---|
| CRS | 1/2" rebar stamped "JPH Land Surveying" set |
| MNS | Mag nail & washer stamped "JPH Land Surveying" set |
| TBM | Site benchmark (see vicinity map for general location) |
| | Vertex or common point (not a monument) |

Coordinate values, if shown, are US.SyFt./TxCS,'83,CZ
Elevations, if shown, are NAVD'88, GEOID 18
Bearings are based on grid north (TxCS,'83,CZ)

**LEGEND OF ABBREVIATIONS**

| | |
|---|---|
| US.SyFt. | United States Survey Feet |
| TxCS,'83,CZ | Texas Coordinate System of 1983, Central Zone |
| NAVD'88 | North American Vertical Datum of 1988 |
| P.R.W.C.T. | Plat Records of Williamson County, Texas |
| O.P.R.W.C.T. | Official Public Records of Williamson County, Texas |
| D.R.W.C.T. | Deed Records of Williamson County, Texas |
| VOL/PG/INST# | Volume/Page/Instrument Number |
| CABINET/SL. | Cabinet/Slide |
| POB/POC | Point of Beginning/Point of Commencing |
| R.O.W. | Right-of-way |
| S.F. | Square Feet |
| MFFE | Minimum Finished Floor Elevation (as shown in former plat) |

JPH LaNd Surveying, Inc.

0 100' 200'
Scale: 1" = 100'

| DRIVEWAY CULVERT TABLE | | | |
|---|---|---|---|
| LOT NO. | LENGTH (FT) | SIZE (IN) | INVERTS (FT MSEL) |
| 3-A | 22 | 18 | *SEE NOTE 1, BASED ON S=2.1%* |
| 3-B | EXISTING | | |
| 3-C | 22 | 18 | *SEE NOTE1, BASED ON S=4.4%* |

**CULVERT NOTES:**

1. Inverts will vary based on actual location of driveway culvert.
2. Length of culverts shall be 22 feet minimum measured from ends of pipe not including length of safety end treatments (set).
3. 6:1 safety end treatments shall be installed on each end of all driveway culverts. refer to TXDOT standards for set details.

SURVEYOR'S NOTES:

1. The field work was completed on April 20, 2022.
2. The site benchmark (TBM) is a mag nail with metal washer stamped "JPH BENCHMARK" set in a concrete driveway along the north right-of-way line of Valley Creek Drive, located approximately 45 feet easterly from the east right-of-way line of Valley View Drive, and approximately 370 feet westerly from the southeast corner of subject tract. Benchmark Elevation = 764.30' (NAVD'88 - GEOID 18).
3. Combined Scale Factor: 1.00011
4. Unless otherwise noted all lot corners are marked by 1/2-inch capped rebar stamped "JPH Land Surveying".

JPH Job/Drawing No. (see below)
2022.304.001 5 Valley View Dr., Round Rock, TX-FINAL PLAT.dwg
© 2023 JPH Land Surveying, Inc. - All Rights Reserved
1516 E. Palm Valley Blvd., Ste. A4, Round Rock, Texas 78664
Telephone (817) 431-4971 www.jphlandsurveying.com
TBPELS Firm #10019500
DFW | Central Texas | West Texas | Houston

# REPLAT OF LOT 3
# WILD PLUM VALLEY

WHEREAS, William Flood is the owner of that certain tract situated in the John H. Randall Survey, Abstract No. 531 in Williamson County, Texas, being all of Lot 3, *WILD PLUM VALLEY*, an addition recorded in Cabinet I, Slides 86, of the Plat Records of Williamson County, Texas, and as conveyed in a General Warranty Deed to William Flood, recorded under Instrument Number 2019041806, of the Official Public Records of Williamson County, Texas; the subject tract being more particularly described as follows:

BEGINNING at a 1/2 inch rebar found in the east right-of-way line of Valley View Drive (a called 60' wide right-of-way as shown in Cabinet CC, Slide 24, P.R.W.C.T.), at the common west corner of said Lot 3, and Lot 7-D of said *WILD PLUM VALLEY*;

THENCE NORTH 87° 51' 44" EAST, with the common line of said Lot 3 and said Lot 7-D, a distance of 413.38 feet to a Mag nail with metal washer stamped "JPH Land Surveying" set in the west line of Lot 6 of said *WILD PLUM VALLEY*, at the common east corner of said Lot 3 and said Lot 7-D;

THENCE SOUTH 01° 24' 16" EAST, in part with the common line of said Lot 3 and said Lot 6, and the common line of said Lot 3 and Lot 4 of said *WILD PLUM VALLEY*, a distance of 477.30 feet to a 1/2 inch rebar found in the north right-of-way line of Valley Creek Drive (a called 50' wide right-of-way as shown in Cabinet I, Slide 86, P.R.W.C.T.), at the common south corner of said Lot 3 and said Lot 4;

THENCE SOUTH 89° 17' 44" WEST, with the common line of said Lot 3 and the north right-of-way line of said Valley Creek Drive, a distance of 414.84 feet to a 1/2 inch capped rebar stamped "JPH Land Surveying" set at the intersection of the north right-of-way line of said Valley Creek Drive and the east right-of-way line of said Valley View Drive, at the southwest corner of said Lot 3;

THENCE with the common line of said Lot 3 and the east right-of-way line of said Valley View Drive, the following bearings and distances:

1. NORTH 00° 37' 16" WEST, a distance of 128.72 feet to a 1/2 inch capped rebar stamped "JPH Land Surveying" set;
2. NORTH 01° 27' 16" WEST, a distance of 338.23 feet returning to the Point of Beginning and enclosing 4.481 acres (±195,177 square feet).

STATE OF TEXAS §
COUNTY OF Williamson §

KNOW ALL MEN BY THESE PRESENTS:

I, William Flood, sole owner of the certain tract of land shown hereon and described in a deed recorded in Document No. 2019041806 of the Official Public Records of Williamson County, Texas, and do hereby state that there are no lien holders of the certain tract of land, and do hereby resubdivide said tract as shown hereon, and do hereby consent to all plat note requirements shown hereon, and do hereby forever dedicate to the public the roads, alleys, rights-of-way, easements and public places shown hereon for such public purposes as Williamson County may deem appropriate, and do hereby state that all public roadways and easements as shown on this plat are free of liens. This subdivision is to be known as *REPLAT OF LOT 3 WILD PLUM VALLEY*.

Witness my hand at Williamson County, Texas, this 9 day of February, 2023.

William Flood

William Flood
5 Valley View Drive
Round Rock, Texas 78664

STATE OF TEXAS §
COUNTY OF Williamson §

Before me, the undersigned authority, a Notary Public in and for said County and State on this day personally appeared William Flood, known to me to be the person whose name is subscribed to the above and foregoing instrument, and acknowledged to me that he executed the same for the purpose and considerations therein expressed.

Given under my hand and seal of office on this the 9th day of February, 2023.

Notary Public in and for the State of Texas

ALICIA MONTEY
My Notary ID # 125762655
Expires November 21, 2023

***ON-SITE SEWAGE FACILITY APPROVAL:***

Based upon the above representations of the engineer or surveyor whose seal is affixed hereto, and after a review of the plat as represented by the said engineer or surveyor, I find that this plat complies with the requirements of Edwards Aquifer Regulations for Williamson County and Williamson County On-Site Sewage Facility Regulations. This certification is made solely upon such representations and should not be relied upon for verifications of the facts alleged. The Williamson County Engineer's office and Williamson County disclaim any responsibility to any member of the public for independent verification of the representations, factual or otherwise, contained in this plat and the documents associated with it.

Rose Hicks P.E.
For Terron Evertson P.E.
J. Terron Evertson, PE, DR, CFM
County Engineer

2/15/2023
Date

**ROAD NAME AND 911 ADDRESSING APPROVAL:**

Road name and address assignments verified this the 10th day of February, 2023 A.D.

Teresa Baker
Teresa Baker
Williamson County Addressing Director

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

I, Bill Gravel, Jr., County Judge of Williamson County, Texas, do hereby certify that this map or plat, with field notes hereon, for a subdivision having been fully presented to the Commissioners Court of Williamson County, Texas, and by the said Court duly considered, were on this day approved and that this plat is authorized to be registered and recorded in the proper records of the County Clerk of Williamson County, Texas.

Bill Gravel, Jr., County Judge
Williamson County, Texas

Date

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

That I, **Chris Henderson**, do hereby certify that I prepared this plat from an actual and accurate survey of the land and that the corner monuments shown thereon as set were properly placed under my personal supervision, and all easements of record are shown or noted as found on the Title Policy provided by Alamo Title Insurance, GF# AUT-57-124-AUT19004385EM, Commitment# AUT19004385, effective May 2, 2019, and issued May 10, 2019, and that this plat is in conformance with the Williamson County Subdivision Regulations.

Chris Henderson
Registered Professional
Land Surveyor, No. 6831
chris@jphls.com
Date: February 8, 2023

STATE OF TEXAS
REGISTERED
CHRIS HENDERSON
6831
PROFESSIONAL
LAND SURVEYOR

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

That I, Clay E. Gann, Registered Professional Engineer No. 88491, do hereby certify that this plat is not located within the Edwards Aquifer Recharge Zone and is not encroached by a Special Flood Hazard Area inundated by 100 year flood as identified by the U.S. Federal Emergency Management Agency Boundary Map, (Flood Insurance Rate Map), Community-Panel Number 48491C0675F, effective date December 20, 2019.

Clay E. Gann, P.E.

Licensed Professional Engineer
No. 88491 State of Texas
Date: 2/9/23

STATE OF TEXAS
CLAY E. GANN
88491
LICENSED
PROFESSIONAL ENGINEER

**STATE OF TEXAS** §
**COUNTY OF WILLIAMSON** §

**KNOW ALL MEN BY THESE PRESENTS**

I, Nancy E. Rister, Clerk of the County Court of said County, do hereby certify that the foregoing instrument in writing, with its certificate of authentication was filed for record in my office on the ____ day of _____, 20__, A.D., at ___ o'clock, __.M., and duly recorded this the ___ day of _____, 20__, A.D., at ___ o'clock, __.M., in the Official Public Records of said County in Document No. _____.

TO CERTIFY WHICH, WITNESS my hand and seal at the County Court of said County, at my office in Georgetown, Texas, the date last shown above written.

Nancy Rister, Clerk County Court of Williamson County, Texas

By: _____, Deputy

JPH LaNd Surveying, Inc.

JPH Job/Drawing No. (see below)
2022.304.001 5 Valley View Dr., Round Rock, TX-FINAL PLAT.dwg
© 2023 JPH Land Surveying, Inc. - All Rights Reserved
1516 E. Palm Valley Blvd., Ste. A4, Round Rock, Texas 78664
Telephone (817) 431-4971 www.jphlandsurveying.com
TBPELS Firm #10019500
DFW | Central Texas | West Texas | Houston

**Commissioners Court - Regular Session** **32.**

**Meeting Date:** 02/28/2023

Replat of Lot 11 Florence Oaks Estates subdivision – Pct 3

**Submitted For:** Terron Evertson **Submitted By:** Adam Boatright, Infrastructure

**Department:** Infrastructure

**Agenda Category:** Consent

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**Information**

**Agenda Item**

Discuss, consider and take appropriate action on approval of the replat of Lot 11, Florence Oaks Estates subdivision – Precinct 3.

**Background**

This subdivision consists of 3 lots and no new roads on 5.881 acres. The purpose of this replat is to further subdivide the existing single lot into 3 newly configured lots.

**Timeline**

2022-12-07 – initial submittal of the replat
2023-01-06 – 1st review complete with comments
2023-01-18 – 2nd submittal of replat
2023-02-02 – 2nd review complete with comments
2023-02-03 – 3rd submittal of replat
2023-02-03 – 3rd review complete with comments clear
2023-02-16 – replat received with signatures
2023-02-23 – replat placed on the February 28, 2023 Commissioners Court agenda for consideration

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**Fiscal Impact**

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

**Attachments**

replat - Florence Oak Estates Lot 11

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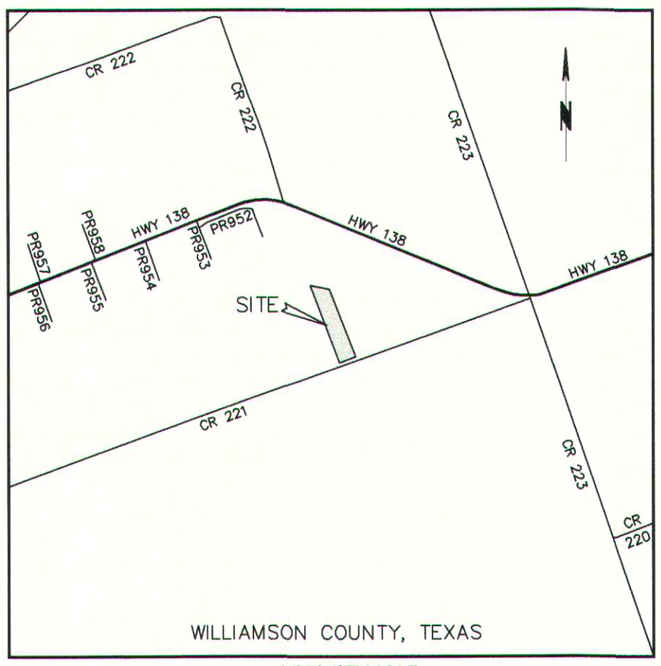
**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Becky Pruitt | 02/23/2023 07:05 PM |
| Form Started By: Adam Boatright | | Started On: 02/23/2023 11:46 AM |
| Final Approval Date: 02/23/2023 | | |

# FINAL PLAT OF
# LOTS 11A, 11B, AND 11C, FLORENCE OAKS ESTATES
## Being a Replat of Lot 11, Florence Oaks Estates, according to the plat recorded in Cabinet B, Slide 276, Plat Records Williamson County, Texas




VICINITY MAP
(1" = 2000')

| | |
|---|---|
| OWNER: | THU T. NGUYEN &<br>LARRY STEPANEK<br>4732 N. HWY 183<br>LIBERTY HILL, TX 78641 |
| NUMBER OF BLOCKS: | 1 |
| NUMBER OF LOTS: | 3 |
| TOTAL RESIDENTIAL LOTS | 3 |
| TOTAL ACREAGE OF SITE | 5.881 ACRES |
| SURVEY: | GEORGE PATILLO SURVEY, ABSTRACT NO. 505 |
| SUBMITTAL DATE: | FEBRUARY 03, 2023 |
| SURVEYOR: | DIAMOND SURVEYING, INC.<br>116 SKYLINE ROAD<br>GEORGETOWN, TEXAS 78628<br>(512) 931-3100 |
| BEARING BASIS: | NAD-83, TEXAS CENTRAL ZONE (4203),<br>STATE PLANE SYSTEM. DISTANCES SHOWN HEREON ARE SURFACE DISTANCES BASED ON A COMBINED SURFACE ADJUSTMENT FACTOR OF 1.00016 |
| BENCHMARK: | IROD ROD SET WITH CAP MARKED "SURVEY CONTROL"<br>ELEVATION = 1054.05'<br>GRID COORDINATES: N:10277330.86, E: 3068382.50<br>VERTICAL DATUM: NAVD-88 (GEOID 2012A) |

| LINE TABLE | | |
|---|---|---|
| LINE | BEARING | DISTANCE |
| L1 | S69°24'25"W | 30.00' |
| L2 | S74°19'07"W | 79.26' |
| L3 | N27°15'06"W | 210.52' |
| L4 | N20°36'34"W | 229.74' |
| L5 | N69°24'25"E | 30.00' |
| L6 | S20°36'34"E | 227.99' |
| L7 | S27°15'06"E | 184.29' |
| L8 | N74°19'07"E | 82.31' |
| L9 | S20°35'35"E | 27.53' |
| L10 | N69°24'25"E | 103.32' |
| L11 | S69°24'25"W | 107.34' |
| L12 | S20°21'13"E | 41.62' |
| L13 | S20°21'13"E | 42.62' |

GRAPHIC SCALE

100 0 50 100 200

( IN FEET )
1 inch = 100 ft.

### LEGEND

| | |
|---|---|
| ● | IRON ROD FOUND |
| ⊛ | COTTON GIN SPINDLE FOUND |
| ○ | IRON ROD SET WITH CAP MARKED "DIAMOND SURVEYING" |
| ▽ | CALCULATED POINT |
| ◒ | BENCHMARK |
| •WELL | EXISTING WELL |
| OSSF | ON-SITE SEWAGE FACILITIES |
| P.U.E. | PUBLIC UTILITY EASEMENT |
| R.O.W. | RIGHT-OF-WAY |
| B.L. | BUILDING SETBACK LINE |
| P.O.B. | POINT OF BEGINNING |
| P.R.W.C.T. | PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS |
| O.R.W.C.T. | OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS |
| O.P.R.W.C.T. | OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS |

LOT 10
FLORENCE OAKS ESTATES
CAB. B, SL. 276
P.R.W.C.T.

LOT 9
FLORENCE OAKS ESTATES
CAB. B, SL. 276
P.R.W.C.T.

LOT 8
FLORENCE OAKS ESTATES
CAB. B, SL. 276
P.R.W.C.T.

1/2"
GRID COORDINATES
N:10278395.09
E:3067839.04
S79°00'08"E 274.10'
1/2"
2739'
S88°36'E
TO APPROXIMATE SOUTHEAST CORNER OF GEORGE PATILLO SURVEY, ABSTRACT NO. 505

LOT 21, BLOCK A
HINES RANCH
DOC. NO. 2011050965
O.P.R.W.C.T.

697.77'
LOT 11C
3.380 AC.
147,237 SQ. FT.
554.20'
N20°36'34"W
1153.38'
S21°01'23"E 1009.83'

LOT 12
FLORENCE OAKS ESTATES
CAB. B, SL. 276
P.R.W.C.T.

N69°24'25"E 237.44'
LOT 11B
1.000 AC.
43,575 SQ. FT.
183.01'
183.02'

LOT 22, BLOCK A
HINES RANCH
DOC. NO. 2011050965
O.P.R.W.C.T.

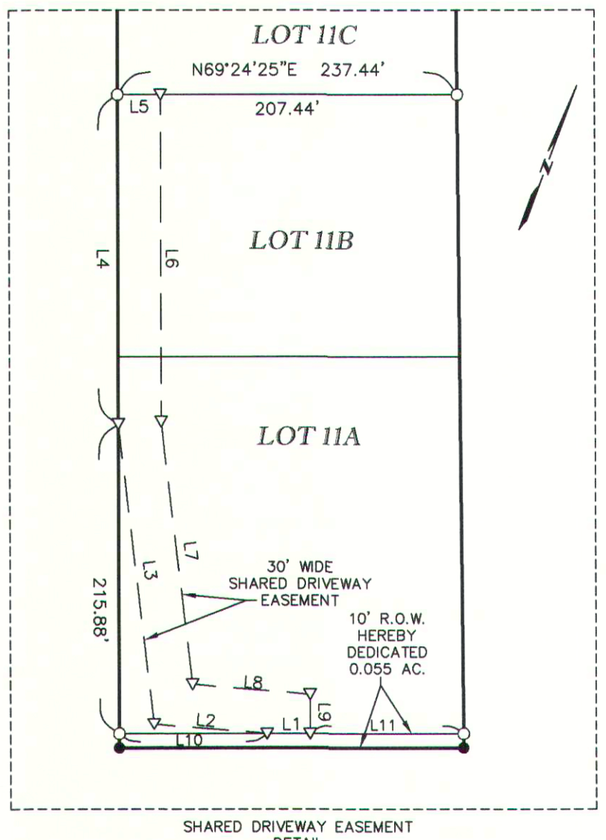
N69°24'25"E 238.76'
LOT 11A
1.445 AC.
(SEE PLAT NOTE 14 FOR GROSS/NET AREA)
100' OSSF SETBACK FROM EXISTING WELL
S44°17'40"E 148.91'
100'
WELL
30' WIDE SHARED DRIVEWAY EASEMENT (SEE DETAIL)
262.61'
262.61'
15' FUTURE R.O.W. RESERVE 0.083 AC.
10' R.O.W. HEREBY DEDICATED 0.055 AC.
50' BUILDING SETBACK
10.00'
10.00'
N69°24'25"E 240.65'
GRID COORDINATES
N:10277400.35
E:3068470.26
P.O.B.
1/2"
10' ROADWAY EASEMENT
0.055 AC.
CAB. B, SLD. 276
P.R.W.C.T.
1/2"
1/2"
S69°24'25"W 240.73'
CR 221
(R.O.W. WIDTH VARIES)
N69°20'59"E 175.81'
43.54'
47.61'
20.52' TO CENTER OF ASPHALT ROAD
N69°38'47"E 129.24'
N69°38'47"E 240.72'
BENCHMARK
19.21' TO CENTER OF ASPHALT ROAD
N69°38'47"E 703.56'
1/2"
N69°38'47"E 256.45'
1/2"

15' ROAD WIDENING EASEMENT
DOC. NO 2011050965
O.P.R.W.C.T.

HAROLD G. JACKSON AND WIFE, JACKIE L. JACKSON
CALLED 280.72 ACRES
VOL. 2011 PG. 820
O.R.W.C.T.

LESLIE A. HOOVER
REMNANT PORTION OF
CALLED 98.795 AC.
DOC. NO. 2006076171
O.P.R.W.C.T.

LESLIE ANNE HOOVER
REMNANT PORTION OF
CALLED 1.50 AC.
DOC. NO. 2004095782
O.P.R.W.C.T.




SHARED DRIVEWAY EASEMENT DETAIL
SCALE: 1"=30'

### PLAT NOTES:

1. UTILITY PROVIDERS FOR THIS DEVELOPMENT ARE:
   WATER - CITY OF GEORGETOWN, TEXAS
   WASTEWATER - ON-SITE SEWAGE FACILITIES (OSSF)
2. NO LOT IN THIS SUBDIVISION ARE ENCROACHED BY A SPECIAL FLOOD HAZARD AREA INUNDATED BY THE 100-YEAR (1% CHANCE) FLOOD AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY FLOOD INSURANCE MAP, COMMUNITY PANEL NO. 48491C0100E, EFFECTIVE DATE OF SEPTEMBER 26, 2008 FOR WILLIAMSON COUNTY, TEXAS.
3. EXCEPT AS MAY BE MODIFIED OF HEREON, THIS REPLAT IS SUBJECT TO ALL APPLICABLE PLAT NOTES AND RESTRICTIONS AS SET FORTH IN THE ORIGINAL PLAT OF FLORENCE OAKS ESTATES, AS RECORDED IN CABINET B, SLIDE 276 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS (DOCUMENT NO. 1972002963, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS).
4. IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL AND LOCAL LAWS AND REGULATIONS RELATING TO THE PLATTING AND DEVELOPMENT OF THIS PROPERTY.
5. THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOODPLAIN DATE, IN PARTICULAR, WILL CHANGE OVER TIME AND THE CURRENT EFFECTIVE FLOODPLAIN DATA TAKES PRECEDENCE OVER FLOODPLAIN DATE REPRESENTED ON THIS PLAT. IT IS FURTHER UNDERSTOOD THAT THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT MUST INSTALL AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED BEFORE THE STREETS IN THE SUBDIVISION HAVE BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.
6. LOTS 11A, 11B, AND 11C SHALL ONLY USE A SINGLE SHARED DRIVEWAY. NO MORE THAN THREE RESIDENCES TOTAL SHALL BE SERVED BY THE SINGLE SHARED DRIVEWAY.
7. MAINTENANCE RESPONSIBILITY FOR DRAINAGE WILL NOT BE ACCEPTED BY THE COUNTY OTHER THAN THAT ACCEPTED IN CONNECTION WITH DRAINAGE OR PROTECTING THE ROAD SYSTEM. MAINTENANCE RESPONSIBILITY FOR STORM WATER MANAGEMENT CONTROLS WILL REMAIN WITH THE OWNER.
8. THE LANDOWNER ASSUMES ALL RISKS ASSOCIATED WITH IMPROVEMENTS LOCATED IN THE RIGHT-OF-WAY OR ROAD WIDENING EASEMENTS. BY PLACING ANYTHING IN THE RIGHT-OF-WAY OR ROAD WIDENING EASEMENTS, THE LANDOWNER INDEMNIFIES AND HOLDS THE COUNTY, IT'S OFFICERS AND EMPLOYEES HARMLESS FROM ANY LIABILITY OWING TO PROPERTY DEFECTS OR NEGLIGENCE NOT ATTRIBUTABLE TO THEM AND ACKNOWLEDGES THAT THE IMPROVEMENTS MAY BE REMOVED BY THE COUNTY AND THAT THE OWNER OF THE IMPROVEMENT SHALL BE RESPONSIBLE FOR THE RELOCATION AND/OR REPLACEMENT OF THE IMPROVEMENT.
9. DRIVEWAY MAINTENANCE WILL BE THE RESPONSIBILITY OF THE PROPERTY OWNER. IF OBSTRUCTIONS OCCUR WITHIN THE DRIVEWAY CULVERT, THE COUNTY RESERVES THE RIGHT TO CLEAR OBSTRUCTIONS THAT ARE CAUSING ADVERSE IMPACTS TO THE ROADWAY.
10. A CERTIFICATION OF COMPLIANCE IS HEREBY ISSUED FOR ALL LOTS WITHIN THIS SUBDIVISION. THIS CERTIFICATION OF COMPLIANCE IS VALID UNTIL SUCH TIME AS FEMA OR THE COUNTY REVISES OR NEWLY ADOPTS FLOODPLAIN BOUNDARIES IN THIS VICINITY.
11. THIS DEVELOPMENT IS CONSIDERED EXEMPT FROM ON-SITE STORMWATER DETENTION CONTROLS BASED ON WILLIAMSON COUNTY SUBDIVISION REGULATION B11.1.2, WHICH STATES THAT A PROPOSED DEVELOPMENT MAY BE CONSIDERED EXEMPT FROM PROVIDING ON-SITE STORMWATER DETENTION IF THE PLAT HAS THREE OR LESS LOTS FOR SINGLE FAMILY RESIDENTIAL USE, WITH LESS THAN 20% IMPERVIOUS COVER PER LOT.
12. THE THE MINIMUM FINISHED FLOOR ELEVATION SHALL BE AT LEAST ONE FOOT ABOVE THE ADJACENT FINISHED GRADE AND BFE. EXCEPTIONS CAN BE MADE AT ENTRANCE AND EGRESS POINTS, WHERE NECESSARY, TO MEET THE AMERICANS WITH DISABILITIES ACT (ADA).
13. MAXIMUM OF 20% IMPERVIOUS COVER PER LOT, OTHERWISE STORMWATER MANAGEMENT CONTROLS SHALL BE DESIGNED, CONSTRUCTED AND MAINTAINED BY OWNER. IF IMPERVIOUS COVER IS PROPOSED TO EXCEED MAXIMUM PERCENTAGE ALLOWED, CONTACT WILLIAMSON COUNTY FLOODPLAIN ADMINISTRATION TO REVIEW THE STORMWATER MANAGEMENT CONTROLS PROPOSED ON LOT.
14. LOT 11A HAS A GROSS AREA OF 1.445 ACRES (62,948 SQ. FT.), OF WHICH 0.083 ACRE (3,609 SQ. FT.) LIES WITHIN THE 15' FUTURE RIGHT-OF-WAY RESERVE, LEAVING A NET AREA OF 1.362 ACRES (59,339 SQ. FT.)
15. IMPROVEMENTS WITHIN THE COUNTY ROAD RIGHT-OF-WAY INCLUDING, BUT NOT LIMITED TO, LANDSCAPING, IRRIGATION LIGHTING, CUSTOM SIGNS, IS PROHIBITED WITHOUT FIRST OBTAINING AN EXECUTED LICENSE AGREEMENT WITH WILLIAMSON COUNTY.
16. ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS.
17. ALL SIDEWALKS SHALL BE MAINTAINED BY EACH OF THE ADJACENT PROPERTY OWNERS.
18. RURAL MAILBOXES SHALL BE SET THREE FEET FROM THE EDGE OF THE PAVEMENT OR BEHIND CURBS, WHEN USED. ALL MAILBOXES WITHIN COUNTY ARTERIAL RIGHT-OFWAY SHALL MEET THE CURRENT TXDOT STANDARDS. ANY MAILBOX THAT DOES NOT MEET THIS REQUIREMENT MAY BE REMOVED BY WILLIAMSON COUNTY.
19. RIGHT-OF-WAY EASEMENTS FOR WIDENING ROADWAYS OR IMPROVING DRAINAGE SHALL BE MAINTAINED BY THE LANDOWNER UNTIL ROAD OR DRAINAGE IMPROVEMENTS ARE ACTUALLY CONSTRUCTED ON THE PROPERTY. THE COUNTY HAS THE RIGHT AT ANY TIME TO TAKE POSSESSION OF ANY ROAD WIDENING EASEMENT FOR CONSTRUCTION, IMPROVEMENT OR MAINTENANCE OF THE ADJACENT ROAD.

SHEET 1 OF 2


DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TX 78628
(512) 931-3100
T.B.P.E.L.S. FIRM NO. 10006900


Z:\LAND TITLES\CR 221 450 FLORENCE 2022-85\LOTS 11A 11B 11C FLORENCE OAKS ESTATES REPLAT 20230203.dwg

# FINAL PLAT OF
# LOTS 11A, 11B, AND 11C, FLORENCE OAKS ESTATES
## Being a Replat of Lot 11, Florence Oaks Estates, according to the plat recorded in Cabinet B, Slide 276, Plat Records Williamson County, Texas

METES AND BOUNDS DESCRIPTION

FOR A 5.881 ACRE TRACT OF LAND SITUATED IN THE GEORGE PATILLO SURVEY, ABSTRACT NO. 505, WILLIAMSON COUNTY, TEXAS AND BEING ALL OF LOT 11, FLORENCE OAKS ESTATES, A SUBDIVISION RECORDED IN CABINET B, SLIDE 276 OF THE PLAT RECORD OF WILLIAMSON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron rod found monumenting the southeast corner of said Lot 11, same being on the southwest corner of Lot 12 of said Florence Oaks Estates, same being on the north right-of-way line of County Road 221 (right-of-way width varies), for the southeast corner and POINT OF BEGINNING hereof;

THENCE, S 69°24'25" W with the south boundary line of said Lot 11 and said north right-of-way line of County Road 221, for a distance of 240.73 feet to a 1/2" iron rod found on the southwest corner of said Lot 11, same being on an angle point in said north right-of-way line of County Road 221, for the southwest corner hereof;

THENCE, N 20°36'34" W with the west boundary line of said Lot 11, in part with said north right-of-way line of County Road 221, in part with the east boundary lines of Lots 22 and 21, Block A, Hines Ranch, a subdivision recorded in Document No. 2011050965 of the Official Public Records of Williamson County, Texas, for a distance of 1153.38 feet to a 1/2" iron rod found monumenting the northwest corner of said Lot 11, same being on a point in said east boundary line of Lot 21, Block A, Hines Ranch, same being the common south corner of Lot 9 and 10 of said Florence Oaks Estates, fro the northwest corner hereof;

THENCE, S 79°00'08" E with the north boundary line of said Lot 11 and the south boundary line of said Lot 9, for a distance of 274.10 feet to a 1/2" iron rod found on the northeast corner of said Lot 11, the northwest corner of said Lot 12, and being on the common south corner of said Lot 9 and Lot 8 of said Florence Oaks Estates, for the northeast corner hereof;

THENCE, S 21°01'23" E with the east boundary line of said Lot 11 and the west boundary line of said Lot 12, for a distance of 1009.83 feet to the POINT OF BEGINNING hereof and containing 5.881 acres of land more or less.

Bearing Basis: NAD-83, Texas Central Zone (4203) State Plane System. Distances shown hereon are surface distances based on a combined surface adjustment factor or 1.00016.

SURVEYOR'S CERTIFICATION

STATE OF TEXAS {
KNOWN ALL MEN BY THESE PRESENTS
COUNTY OF WILLIAMSON {

I, Shane Shafer, Registered Professional Land Surveyor in the State of Texas, do hereby certify that the information contained on this plat complies with the subdivision regulations adopted by Williamson County, Texas. This tract is not located within the Edwards Aquifer Recharge Zone.

SHANE SHAFER, R.P.L.S.
TEXAS REGISTRATION NO. 5281
DIAMOND SURVEYING, INC.
116 SKYLINE ROAD
GEORGETOWN, TEXAS 78628
T.B.P.E.L.S. NO. 10006900

FEB. 09, 2023
DATE

STATE OF TEXAS REGISTERED SHANE SHAFER 5281 PROFESSIONAL LAND SURVEYOR

OWNERS' SIGNATURE BLOCK

STATE OF TEXAS {
KNOW ALL MEN BY THESE PRESENTS
COUNTY OF WILLIAMSON {

We, Thu T. Nguyen and Larry Stepanek, co-owners of the certain 5.881 acre tract of land shown hereon, being Lot 11, Florence Oaks Estates, recorded in Cabinet B, Slide 276 of the Plat Records of Williamson County, Texas, and described in deed recorded in Document No. 2021115422 of the Official Public Records of Williamson County, Texas, do hereby resubdivide said tract as shown hereon; and do hereby consent to all plat note requirements shown hereon, and do hereby forever dedicate to the public the roads, alleys, rights-of-way, easements and public places shown hereon for such public purposes as Williamson County may deem appropriate, and do hereby state that all public roadways and easements as shown on this plat are free of liens. This subdivision to be known as FINAL PLAT OF LOTS 11A, 11B, AND 11C, FLORENCE OAKS ESTATES.

TO CERTIFY WHICH, WITNESS by my hand this 10TH day of FEBRUARY, 2023.

Thu T. Nguyen
4732 N Hwy 183
Liberty Hill, TX 78642

Larry Stepanek
4732 N Hwy 183
Liberty Hill, TX 78642

STATE OF TEXAS {
KNOW ALL MEN BY THESE PRESENTS
COUNTY OF WILLIAMSON {

Before me, the undersigned, a notary public in and for said county and state, on this day personally appeared Thu T. Nguyen, known to me to be a person whose name is subscribed to the foregoing instrument.

GIVEN UNDER MY HAND AND SEAL of office this 10TH day of FEBRUARY, 2023.

GARY A. ROCKWOOD
Notary Public in and for the State of Texas
My Commission expires on: MARCH 26, 2023

GARY A ROCKWOOD
Notary ID #130113465
My Commission Expires
March 26, 2023

STATE OF TEXAS {
KNOW ALL MEN BY THESE PRESENTS
COUNTY OF WILLIAMSON {

Before me, the undersigned, a notary public in and for said county and state, on this day personally appeared Larry Stepanek, known to me to be a person whose name is subscribed to the foregoing instrument.

GIVEN UNDER MY HAND AND SEAL of office this 10TH day of FEBRUARY, 2023.

GARY A. ROCKWOOD
Notary Public in and for the State of Texas
My Commission expires on: MARCH 26, 2023

GARY A ROCKWOOD
Notary ID #130113465
My Commission Expires
March 26, 2023

LIEN HOLDER'S SIGNATURE BLOCK

STATE OF TEXAS {
KNOW ALL MEN BY THESE PRESENTS
COUNTY OF WILLIAMSON {

That, Frontier Bank of Texas, lien holder of the certain 5.881 acre tract of land shown hereon, being Lot 11, Florence Oaks Estates, recorded in Cabinet B, Slide 276 of the Plat Records of Williamson County, Texas, and described in deed recorded in Document No. 2021115422 of the Official Public Records of Williamson County, Texas, do hereby consent to the resubdivision of said tract as shown hereon; do further hereby join, approve and covenant to all restrictions listed herein; and do hereby dedicate to Williamson County, the streets, alleys, rights-of-way, easements and public places shown hereon for such public purposes as Williamson County may deem appropriate. This subdivision to be known as FINAL PLAT OF LOTS 11A, 11B, AND 11C, FLORENCE OAKS ESTATES.

TO CERTIFY WHICH, WITNESS by my hand this 10TH day of February, 2023.

Jennifer Mauck, Senior Vice President, Williamson County Market Manager
Frontier Bank
2080 US Hwy 183, Suite 230
Leander, TX 78641

STATE OF TEXAS {
KNOW ALL MEN BY THESE PRESENTS
COUNTY OF WILLIAMSON {

Before me, the undersigned, a notary public in and for said county and state, on this day personally appeared Jennifer Mauck, known to me to be a person whose name is subscribed to the foregoing instrument.

GIVEN UNDER MY HAND AND SEAL of office this 10TH day of February, 2023.

Notary Public in and for the State of Texas
My Commission expires on: 1/28/27

BRENT HEATH REYNOLDS
Notary ID #129889003
My Commission Expires
January 28, 2027

WILLIAMSON COUNTY ON-SITE SEWAGE FACILITIES (OSSF)

Based upon the above representations of the Engineer or Surveyor whose seal is affixed hereto, and after a review of the plat as represented by the said Engineer or Surveyor, I find this plat complies with the requirements of Edwards Aquifer Regulations for Williamson County and Williamson County On-Site Sewage Facility Regulations. This certification is made solely upon such representations and should not be relied upon for verifications of the facts alleged. Williamson County Engineer's Office and Williamson County disclaims any responsibility to any member of the public for independent verifications of the representation, factual or otherwise, contained in this plat and the documents associated within it.

J. Terron Evertson, P.E., D.R., C.F.M.
Williamson County Floodplain Administrator

2/16/2023
Date

ROAD NAME AND 911 ADDRESSING APPROVAL

Road name and address assignments verified this the 10th day of February, 2023 A.C.

Teresa Baker
Williamson County Addressing Coordinator

COUNTY JUDGE'S APPROVAL

I, Bill Gravel, County Judge of Williamson County, Texas, do hereby certify that this map or plat, with field notes hereon, for a subdivision having been fully presented to the Commissioners Court of Williamson County, Texas, and by the said Court duly considered, were on this day approved and that this plat is authorized to be registered and recorded in the proper records of the County Clerk of Williamson County, Texas.

Bill Gravel, County Judge
Williamson County, Texas

Date

COUNTY CLERK'S CERTIFICATION

STATE OF TEXAS {
KNOW ALL MEN BY THESE PRESENTS
COUNTY OF WILLIAMSON {

I, Nancy Rister, Clerk of the County Court of said County, do hereby certify that the foregoing instrument in writing, with its certificate of authentication was filed for record in my office on the ____ day of _____, 20___, A.D., at ____ o'clock, __.M., and duly recorded this the _____ day of_____, 20__, A.D., at ____ o'clock, __.M., in the Official Public Records of said County in Document No. _____.

TO CERTIFY WHICH, WITNESS my hand and seal at the County Court of said County, at my office in Georgetown, Texas, the date last shown above written.

Nancy Rister, Clerk
County Court of Williamson County, Texas

By: _____, Deputy

SHEET 2 OF 2

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TX 78628
(512) 931-3100
T.B.P.E.L.S. FIRM NO. 10006900

Z:\LAND TITLES\CR 221 450 FLORENCE 2022-85\LOTS 11A 11B 11C FLORENCE OAKS ESTATES REPLAT 20230203.dwg

**Commissioners Court - Regular Session** **33.**

**Meeting Date:** 02/28/2023

Indigent/Abandoned Burial

**Submitted For:** Bill Gravell **Submitted By:** Andrea Schiele, County Judge

**Department:** County Judge

**Agenda Category:** Regular Agenda Items

## Information

### Agenda Item

Discuss, consider and take any necessary action to approve order for interment by cremation of deceased (Debra Denise Lacy) who passed away in Williamson County, TX where there has been no inquest by the Justice of the Peace and the County has discretion to inter, pursuant to Tex. Health & Safety Code § 711.002(e), and authorize Beck Funeral Home to move forward with interment.

### Background

## Fiscal Impact

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

## Attachments

Order for Interment

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. (Originator) | Becky Pruitt | 02/21/2023 01:36 PM |
| Form Started By: Andrea Schiele | | Started On: 02/21/2023 09:55 AM |
| Final Approval Date: 02/21/2023 | | |

**STATE OF TEXAS** §
§
**COUNTY OF WILLIAMSON** §

**ORDER OF COMMISSIONERS COURT**
**OF WILLIAMSON COUNTY, TEXAS**
**AUTHORIZING INTERMINT**
**OF DECEDENT'S REMAINS**
(Debra Denise Lacy)

Pursuant to the Laws and Rules of the State of Texas, the Texas Health & Safety Code, Chapter 711, Section 711.002(e), and the common law granting the County authority to regulate the public health and safety, the Commissioners Court of Williamson County finds that:

Williamson County resident, Debra Denise Lacy (SSN xxx-xx-8572) passed away on January 25, 2023, at the age of 67 while admitted at San Gabriel Rehabilitation and Care Center, located at 4100 College Park Drive, Round Rock, Texas 78665.

The Court further finds that there has been an investigation to obtain information regarding next of kin and the ability to pay for interment expenses. However, all attempts to contact any known next of kin of the deceased's family have failed to identify any responsible or known next of kin with the ability to pay for necessary expenses. In the facts presented in this case, the deceased's body has either become abandoned or those with the ability to pay are unable to do so.

The Court finds that this case involves either an abandoned body or is

qualified for indigent burial; therefore, the duty to cover the costs of interment falls to Williamson County.

The Court further finds that there has been no inquest ordered in this case, and there is no person with duty to inter as set forth in Chapter 711 of the Texas Health & Safety Code; therefore, the duty to inter the remains falls to Williamson County.

**IT IS THEREFORE ORDERED THAT** the deceased body shall be interred (*i.e.,* permanent disposition of remains by entombment, burial, or placement in a niche).

**IT IS FURTHER ORDERED THAT** Back Funeral Home is granted authority to cremate the deceased.

Signed and entered this 28th day of February, 2023.

_____
Hon. Bill Gravell
Williamson County Judge

**Commissioners Court - Regular Session** **34.**

**Meeting Date:** 02/28/2023

Discuss, consider and take appropriate action on a resolution recognizing the extraordinary work and history of Dr. James Lee Dickey.

**Submitted For:** Russ Boles **Submitted By:** Kelley Hernandez, Commissioner Pct. #4

**Department:** Commissioner Pct. #4

**Agenda Category:** Regular Agenda Items

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**Information**

**Agenda Item**

Discuss, consider and take appropriate action on a proclamation recognizing the extraordinary work and history of Dr. James Lee Dickey.

**Background**

Background:

- Dr. James Lee Dickey, a prominent black physician who lived and practiced in Taylor, TX, was born outside of Waco in 1893, graduated from Tillotson College (now Huston-Tillotson) in Austin in 1916, and received his MD from Meharry Medical College in Nashville in 1921.
- Dr. Dickey married Magnolia Flower in 1922 and the couple came to Taylor, TX where they remained for the rest of their lifetimes. They had one son, James Lee Dickey, who now lives in Austin.
- Dr. Dickey established a 3 bed medical clinic that expanded to a 15 bed hospital with modern surgical and obstetrical facilities. He was the only black physician in Williamson County, and only one of 130 black doctors in Texas.
- Dr. Dickey curbed a typhoid epidemic spreading through Taylor's black population in 1933. He went tirelessly through the community giving injections to all who would take them. As with his other services, Dr. Dickey treated all patients, regardless of their ability to pay.
- Dr. Dickey also had a profound impact on public health. He realized that many of the community's health problems were due to using unsafe drinking water from Bull Branch Creek and worked with town leaders to provide a city water hydrant in each section of town where it was needed for citizens to fill buckets with clean water for their personal use.
- Bull Branch also separated minority children from their school. They were forced to cross it on a slippery log on which many fell into the creek and were injured. Dr. Dickey convinced city leaders to build the safe and secure footbridge over Bull Branch that still stands today.
- Recognizing that many deaths were also caused by violence, Dr. Dickey helped to develop recreational facilities, including a park for African American youth, a community center building, and later, a balcony at the Taylor Amusement Company where black citizens could attend movies.
- A loyal alumnus and role model, Dr. Dickey served on the board of Trustees at Tillotson College from 1951-1959; the science building is named for him and Theodore K. Lawless, a dermatologist.
- In 1953, at the height of segregation, Dr. Dickey gained national attention when he was elected Taylor's Outstanding Citizen of the Year, the first time a black citizen had been so recognized. That same year Dr. Dickey was named General Practitioner of the Year by the Lone Star State Medical, Dental, and Pharmaceutical Association.

Previous efforts to preserve his memory and legacy:

- Whereas a group of dedicated citizens, presently led by Ms. Jennifer Harris, has been working diligently for many years to preserve Dr. Dickey's memory and carry forth his legacy. The proposed Dickey Museum & Multipurpose Center, housed in Dr. Dickey's former home, was imagined to create a place for all to share the past and unite future generations to come.
- In 1997, the building now known as the Dickey Museum and Multipurpose Center, was donated by St. Mary’s Catholic Church under the pastorship of Father Lonnie Urban.
- In 2003, Prairie View A&M School of Architecture, under the supervision of Professor Barry Norwood, traveled to Taylor to begin Phase 1 of the restoration project. This visit resulted in a scale model of the building and a historical designation for the site by the State of Texas.

- In 2013, Commissioner Ron Morrison presented a flag that flew over the Capitol of Texas the weekend before presenting a Proclamation proclaiming November 12th as Dr. Dickey Day in Taylor, TX. It was signed by Governor Rick Perry.
- Williamson County donated more than $300,000 towards the restoration project, $100,000 from District 4 and the rest from CDBG Funds.
- In February 2022, The Williamson Museum unveiled a newly restored mural of Dr. Dickey, which will ultimately hang in the Dickey Museum & Multipurpose Center, and envisioned many collaborations with the new museum.

The Present:

- Tragically, on July 10, 2022, when the renovated Dickey Museum was nearing completion, the building was burned to the ground by an arsonist. The community outcry was strong and a Go-Fund-Me page was established. To date, $2,735 has been raised towards the $100,000 goal.
- At the 2022 Juneteenth celebration in Taylor, the Texas Historical Foundation presented a $5,000 grant to the Dickey Museum for the rebuilding effort.
- In October 2022, the Williamson Museum raised $2,500 for the rebuilding at their annual gala fundraiser, Cattleman's Ball.
- On this day, February 28, 2023, this Proclamation by Commissioner Russ Boles, affirms the support of Williamson County to help preserve the memory and continue the legacy of this extraordinary citizen...

Dr. Dickey died in 1959 and is buried in the Taylor City Cemetery.

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**Fiscal Impact**

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

**Attachments**

Dr. James Dickey Resolution

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Becky Pruitt | 02/22/2023 03:15 PM |
| Form Started By: Kelley Hernandez | | Started On: 02/16/2023 12:13 PM |
| Final Approval Date: 02/22/2023 | | |

# RESOLUTION

"The hand of destiny guided me to Taylor. I came to stay a few years; I remained to do my life's work." Dr. James Dickey

**WHEREAS** Dr. Dickey a prominent black physician who lived and practiced in Taylor, TX established a 3-bed medical clinic that expanded to a 15-bed hospital with modern surgical and obstetrical facilities. He was the only black physician in Williamson County, and only one of 130 black doctors in Texas.

**WHEREAS** Dr. Dickey curbed a typhoid epidemic spreading through Taylor's black population in 1933. He went tirelessly through the community giving injections to all who would take them. As with his other services, Dr. Dickey treated all patients, regardless of their ability to pay.

**WHEREAS** Dr. Dickey also had a profound impact on public health. He realized that many of the community's health problems were due to using unsafe drinking water from Bull Branch Creek and worked with town leaders to provide a city water hydrant in each section of town where it was needed for citizens to fill buckets with clean water for their personal use.

**WHEREAS** Dr. Dickey also helped develop recreational facilities, including a park for African American youth, a community center building, and later, a balcony at the Taylor Amusement Company where black citizens could attend movies.

**NOW, THEREFORE, BE IT RESOLVED**, that the Williamson County Commissioners Court declare that February 28th, 2028, be proclaimed Dr. James Lee Dickey Day in Williamson County to honor the impact he made on the health and human rights far beyond its borders.

Passed by Commissioners Court and Signed on this date: _____

_____

Bill Gravell, County Judge

On behalf of the Williamson County Commissioners Court Members

**Commissioners Court - Regular Session** **35.**

**Meeting Date:** 02/28/2023

public hearing relating to a request from Commissioner Pct. 4 to transfer the funding for six position

**Submitted By:** Kelley Hernandez, Commissioner Pct. #4

**Department:** Commissioner Pct. #4

**Agenda Category:** Regular Agenda Items

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**Information**

**Agenda Item**

9:30 am Conduct a public hearing relating to a request from Commissioner Pct. 4 to transfer the funding for six position increases from Non-Departmental to the following Budgets : Sheriff's Office, Corrections, County Attorney and District Attorney. Budget increases will be for the positions of Chief Deputy, Asst. Chief Deputy (3), and Chief Investigators (2) and discuss (#1) the reason for the funding transfer, including the public purpose that will be served by transferring the funding; and (#2) the exact amount of the funding transfer, the sources of the payment, and the terms for distribution of the payment that effect and maintain the public purpose to be served if any excess is needed.

**Background**

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**Fiscal Impact**

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

**Attachments**

Budget Impact Doc

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Becky Pruitt | 02/16/2023 01:24 PM |
| Form Started By: Kelley Hernandez | | Started On: 02/15/2023 03:20 PM |
| Final Approval Date: 02/16/2023 | | |

Effective 3.17.23

| Position | Position Control Number | Current Salary | Salary Request | Annual Funding Needed | 14.1 | Funding Needed | FICA | Retirement | Total |
|---|---|---|---|---|---|---|---|---|---|
| Asst. Chief - Corrections | 38 | $131,863.42 | $156,850.09 | $24,986.67 | $13,550.46 | $13,550.46 | $1,036.61 | $2,105.74 | $16,692.81 |
| Asst. Chief - Sheriffs Office | 1242 | $134,423.64 | $156,850.09 | $22,426.45 | $12,162.04 | $12,162.04 | $930.40 | $1,889.98 | $14,982.42 |
| Asst. Chief - Sheriffs Office | 1307 | $131,863.42 | $156,850.09 | $24,986.67 | $13,550.46 | $13,550.46 | $1,036.61 | $2,105.74 | $16,692.81 |
| Chief Deputy _Sheriff's Office | 1246 | $140,825.10 | $169,398.09 | $28,572.99 | $15,495.35 | $15,495.35 | $1,185.39 | $2,407.98 | $19,088.72 |
| Chief Investigator - County Attorney | 50 | $122,712.20 | $134,983.42 | $12,271.22 | $6,654.78 | $6,654.78 | $509.09 | $1,034.15 | $8,198.02 |
| Chief Investigator - District Attorney | 55 | $129,864.54 | $142,850.99 | $12,986.45 | $7,042.65 | $7,042.65 | $538.76 | $1,094.43 | $8,675.84 |
| | | | | $126,230.45 | $68,455.75 | $68,455.74 | $5,236.86 | $10,638.02 | **$84,330.63** |

*Amounts may be slightly off due to rounding

**Commissioners Court - Regular Session** **36.**

**Meeting Date:** 02/28/2023

Discuss, consider, and take appropriate action on increasing funding for Position Control Numbers (PCN's) 1346, 0338, 1242, 1307, 0050, and 0055.

**Submitted For:** Russ Boles **Submitted By:** Kelley Hernandez, Commissioner Pct. #4

**Department:** Commissioner Pct. #4

**Agenda Category:** Regular Agenda Items

## Information

**Agenda Item**

Discuss, consider, and take appropriate action on increasing funding for Position Control Numbers (PCN's) 1346, 0338, 1242, 1307, 0050, and 0055.

**Background**

**Background**

Please see attached for details. If approved a line item transfer will be placed on a future Court agenda for approval.

## Fiscal Impact

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

## Attachments

Budget Impact Doc

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Becky Pruitt | 02/16/2023 01:24 PM |
| Form Started By: Kelley Hernandez | | Started On: 02/15/2023 03:23 PM |
| Final Approval Date: 02/16/2023 | | |

Effective 3.17.23

| Position | Position Control Number | Current Salary | Salary Request | Annual Funding Needed | 14.1 | Funding Needed | FICA | Retirement | Total |
|---|---|---|---|---|---|---|---|---|---|
| Asst. Chief - Corrections | 38 | $131,863.42 | $156,850.09 | $24,986.67 | $13,550.46 | $13,550.46 | $1,036.61 | $2,105.74 | $16,692.81 |
| Asst. Chief - Sheriffs Office | 1242 | $134,423.64 | $156,850.09 | $22,426.45 | $12,162.04 | $12,162.04 | $930.40 | $1,889.98 | $14,982.42 |
| Asst. Chief - Sheriffs Office | 1307 | $131,863.42 | $156,850.09 | $24,986.67 | $13,550.46 | $13,550.46 | $1,036.61 | $2,105.74 | $16,692.81 |
| Chief Deputy _Sheriff's Office | 1246 | $140,825.10 | $169,398.09 | $28,572.99 | $15,495.35 | $15,495.35 | $1,185.39 | $2,407.98 | $19,088.72 |
| Chief Investigator - County Attorney | 50 | $122,712.20 | $134,983.42 | $12,271.22 | $6,654.78 | $6,654.78 | $509.09 | $1,034.15 | $8,198.02 |
| Chief Investigator - District Attorney | 55 | $129,864.54 | $142,850.99 | $12,986.45 | $7,042.65 | $7,042.65 | $538.76 | $1,094.43 | $8,675.84 |
| | | | | $126,230.45 | $68,455.75 | $68,455.74 | $5,236.86 | $10,638.02 | **$84,330.63** |

*Amounts may be slightly off due to rounding

**Commissioners Court - Regular Session** **37.**

**Meeting Date:** 02/28/2023

FY22 CDBG Action Plan Amendment

**Submitted By:** Sally Bardwell, HUD Grants

**Department:** HUD Grants

**Agenda Category:** Regular Agenda Items

## Information

### Agenda Item

Discuss and take appropriate action on the proposed amendments to the FY22 Community Development Block Grant (CDBG) project allocation.

### Background

The CDBG FY22 Action Plan was approved on August 9, 2022. The proposed amendments would change the funded projects and subrecipients only. The dollar amount will remain the same.

Attached are the project descriptions and funding amounts and the amendment explanation.

## Fiscal Impact

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

## Attachments

Amended Funding Recommendation

Amendment Explanation

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Becky Pruitt | 02/23/2023 06:33 PM |
| Form Started By: Sally Bardwell | | Started On: 02/23/2023 10:26 AM |
| Final Approval Date: 02/23/2023 | | |

**Recommended Funding for FY22**
**Community Development Block Grant**
**Allocation $1,712,437**

**Habitat for Humanity of Williamson County Home Repair Program**
Project will assist approximately twenty eligible households who are in need of home repairs within CDBG participating cities or the unincorporated areas of the County. Homeowners will meet CDBG defined income qualifications. Home repairs can include, but are not limited to, roofing, siding, weatherization (windows), energy efficiency/conservation (plumbing, electrical), accessibility and/or safety.
**Funding Requested:** $150,000
**Estimated Funding for FY22:** $150,000
**Annual Goals:** Increase Access to Affordable Housing
**Target Areas:** CDBG Participating Cities and Unincorporated Areas of the County
**Priority Needs Addressed:** Housing Rehabilitation
**Goal Outcome Indicator:** 20 Households

**City of Georgetown Home Repair Program**
Project will assist approximately twenty eligible households who are in need of home repairs within Georgetown city limits, including the San Jose and TRG neighborhoods. Homeowners will meet CDBG defined income qualifications. The program will be administered by Habitat for Humanity of Williamson County. Home repairs can include, but are not limited to, roofing, siding, weatherization (windows), energy efficiency/conservation (plumbing, electrical), accessibility and/or safety.
**Funding Requested:** $150,000
**Estimated Funding for FY22:** $150,000
**Annual Goals:** Increase Access to Affordable Housing
**Target Areas:** City of Georgetown
**Priority Needs Addressed:** Housing Rehabilitation
**Goal Outcome Indicator:** 20 Households

**Helping Hands of Georgetown/Social Service Food Pantry**
Food pantry services to qualified clients.
**Funding Requested:** $30,000
**Estimated Funding for FY22:** $30,000
**Annual Goals:** Public Services/Food Pantry
**Target Areas:** City of Georgetown
**Priority Needs Addressed:** Non-Homeless Special Needs
**Goal Outcome Indicator:** 110 People

**Key2Free/Social Service Medical Services**
Medical, psychiatric, therapeutic, case management and rental assistance for victims of human trafficking.
**Funding Requested:** $78,200
**Estimated Funding for FY22:** $78,200
**Annual Goals:** Public Services/Health and Mental Health Services
**Target Areas:** CDBG Participating Cities and Unincorporated Areas of the County
**Priority Needs Addressed:** Health and Mental Health Services
**Goal Outcome Indicator:** 10 People

**Impact Counseling Services/Social Service**

Provide individual and group therapy, small and large group presentations, crises intervention, psychiatric care, medication monitoring and family therapy to participating schools in Eastern Williamson County. Funding will allow the program to maintain and potentially increase the number of clients served.

**Funding Requested:** $50,000
**Estimated Funding for FY22:** $50,000
**Annual Goals:** Public Services/Health and Mental Health Services
**Target Areas:** CDBG Participating Cities and Unincorporated Areas of the County
**Priority Needs Addressed:** Health and Mental Health Services
**Goal Outcome Indicator:** 55 People

**City of Granger Water System Improvements**

Project to include the survey of water assets, modeling of water distribution system, and installation of 12-inch and 8-inch water lines. Locations within Granger to be determined.

**Funding Requested:** $476,710
**Estimated Funding for FY22:** $96,000
**Annual Goals:** Public Facilities and Infrastructure Improvements
**Target Areas:** City of Granger
**Priority Needs Addressed:** Improve Public Facilities
**Goal Outcome Indicator:** 715 people

**Georgetown Housing Authority**

Project will rehabilitate 104 units at Stonehaven Public Housing with required electrical upgrades. Including but not limited to, provide and install new meter bases, new meters, and new main disconnect switches at the service entry to each dwelling unit. Provide and install new copper ground wire and rod at each service to comply with current code. Upgrade any existing ungrounded circuits to three-wire grounded circuits. Extend larger service wiring from new meter base to the existing location of the load center (breaker panel) inside the unit. Provide and install a new 100-amp (or larger) load center in units where there is presently a 70-amp load center, complete with all new circuit breakers for existing circuits. Replace all switches and plugs. Install GFCI's. Replace riser pipes to meter cans. Install smoke detectors in bedrooms. Replacement of Exterior pad-mounted fused distribution panels. Upgrade the exterior pad-mounted fused distribution panels adjacent to pad-mounted transformers. In addition, some of the conduits entering the panels on pad-mounted transformers and into metering enclosures were observed to be corroded and exposes conductors to unauthorized personnel. The external metal service entrance conduits need to be grounded at the panels and conduit needs to be reworked.

**Funding Requested:** $300,000
**Estimated Funding for FY22:** $300,000
**Annual Goals:** Public Facilities and Infrastructure Improvements
**Target Areas:** Georgetown Housing Authority
**Priority Needs Addressed:** Improve Public Facilities
**Goal Outcome Indicator:** 243 people

**Georgetown 21st Street Project**

Design and construct a water and wastewater line for Shepherd's Village, a 12 unit condominium development of homes located at 502 W 21st Street, Georgetown to be sold to potential homeowner's earning between 60 to 80% of the Area Median Income.

**Funding Requested:** $150,000
**Estimated Funding for FY22:** $121,712
**Annual Goals:** Increase Access to Affordable Housing
**Target Areas:** City of Georgetown
**Priority Needs Addressed:** Homeownership Assistance
**Goal Outcome Indicator:** 12 households

**Granger Housing Authority Rehab**

Electrical and furnace improvements to support central air conditioning installation. Project located at the Granger Housing Authority.

**Funding Requested:** $121,330
**Estimated Funding for FY22:** $121,330
**Annual Goals:** Public Facilities and Infrastructure Improvements
**Target Areas:** Granger Housing Authority
**Priority Needs Addressed:** Improve Public Facility
**Goal Outcome Indicator:** 35 People

**Hutto Resource Center/Social Service Mortgage Assistance**

The Hutto Resource Center will provide rental and mortgage assistance to those in need in Hutto or within the Hutto ISD attendance zone.

**Funding Requested:** $50,000
**Estimated Funding for FY22:** $50,000
**Annual Goals:** Public Services/Housing Assistance
**Target Areas:** City of Hutto
**Priority Needs Addressed:** Non-Homeless Special Needs
**Goal Outcome Indicator:** 25 Households

**Jarrell Water System Improvements**

Installation of up to 2,100 linear feet of 16-in PVC C900 water line, 4 fire hydrants, and 2 gate valves. The service area is residences along CR 305, bounded by CR 307 to the east and up to CR 396 to the west, including the Double Creek Estates subdivision and Jarrell Memorial Park in Jarrell TX.

**Funding Requested:** $347,195
**Estimated Funding for FY22:** $347,195
**Annual Goals:** Public Facilities and Infrastructure Improvements
**Target Areas:** City of Jarrell
**Priority Needs Addressed:** Improve Public Facilities
**Goal Outcome Indicator:** 560 people

**Program Administration**

**Estimated Funding for FY22:** $218,000

# Alternate Project
# FY22 CDBG Funding

This document includes a list of alternate projects for public review. If a funded project has cost savings, slows down or discovers a barrier to being completed, an alternate project from the current Annual Action Plan may be selected to continue the timely spending of grant funds. Consideration of any project that was not identified as an alternate will go through the approved substantial amendment process.
Alternate Projects contain the same level of information that funded projects contain in the Annual Action Plan to ensure appropriate review by the public. Project descriptions also include the maximum dollar amount the Commissioners Court will consider if funding becomes available. Approval by the Williamson County Commissioners Court will be necessary to replace a funded project with an alternate or to fund an alternate with cost savings from a completed project regardless of whether or not:

- the increase or decrease exceeds 50% change in federal funding where the project is $25,000 or less, or
- the increase of decrease exceeds 25% change in federal funding where the project is more than $25,000.

These actions will not require a substantial amendment since the alternate projects will have gone through a public review process.

Consideration of any project that was not identified as an alternate will go through the approved substantial amendment process.

**Alternate Projects**

**Yellow House Foundation**
Raising Capital to purchase land (completed) and to construct a new Yellow House Building to meet the growing needs of the Williamson County recovery community.
**Funding Requested:** $300,000
**Estimated Funding for FY22: $0**
**Annual Goals:** Public Facilities and Infrastructure Improvements
**Target Areas:** Countywide
**Priority Needs Addressed:** Improve Public Facilities
**Goal Outcome Indicator:** 44,250 people

**City of Liberty Hill Drainage Project**
Construction of a 40-ft wide concrete drainage channel along the length of the drainage easement, capable of handling the 100-year stormflow of 938cfs in the Jenks Branch Subdivision in Liberty Hill.
**Funding Requested:** $985,000
**Estimated Funding for FY22:** $0
**Annual Goals:** Public Facilities and Infrastructure Improvements
**Target Areas:** City of Liberty Hill
**Priority Needs Addressed:** Improve Public Facilities
**Goal Outcome Indicator:** 14 Households

**City of Weir Community Center Parking Lot**
Driveway access and parking lot including curb, gutter, and concrete ADA parking at the Weir Community Center.
**Funding Requested:** $264,850
**Estimated Funding for FY22:** $0
**Annual Goals:** Public Facilities and Infrastructure Improvements
**Target Areas:** City of Weir
**Priority Needs Addressed:** Improve Public Facilities
**Goal Outcome Indicator:** 245 People

**City of Taylor Water Disinfection Station**
Rehabilitate prior disinfection station near Southwood Hills in Taylor TX.
**Funding Requested:** $655,000
**Estimated Funding for FY22:** $0
**Annual Goals:** Public Facilities and Infrastructure Improvements
**Target Areas:** City of Taylor
**Priority Needs Addressed:** Improve Public Facility
**Goal Outcome Indicator:** 5635 People

The following are the proposed changes to the FY22 CDBG Action Plan:

Reduce funding to the Yellow House Foundation (Highlighted Purple)
Amount reduced: $300,000

Increase funding to Helping Hands of Georgetown/Social Service Food Pantry (Highlighted Green)
Original allocation: $0
Amount increased: $30,000

Increase funding to Key2Free/Social Service Medical Services (Highlighted Green)
Original allocation: $0
Amount increased: $78,200

Increase funding to Impact Counseling Services/Social Service (Highlighted Green)
Original allocation: $0
Amount increased: $50,000

Increase funding to Hutto Resource Center/Social Service Mortgage Assistance (Highlighted Green)
Original allocation: $0
Amount increased: $50,000

Increase funding to the Georgetown Housing Authority (Highlighted Green)
Original allocation: $208,200
Amount increased: $91,800
Total: $300,000

Change the recipient from Habitat for Humanity of Williamson County to the City of Georgetown for the 21st Street Project. Project and funding amount will remain the same. Change only affects the subrecipient. (Highlighted in Blue)

Per the CDBG Citizen Participation Plan, a 30-day comment period is required.

**Commissioners Court - Regular Session** **38.**

**Meeting Date:** 02/28/2023

Disaster January 31 Ice Storm

**Submitted By:** Becky Pruitt, County Judge

**Department:** County Judge

**Agenda Category:** Regular Agenda Items

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**Information**

**Agenda Item**

Deliberate, discuss, consider, receive information/situational updates and take any appropriate action on public health and safety related matters, issues, business and concerns resulting from and pertaining to the severe winter weather event experienced in Williamson County, Texas during the week of January 30 th, 2023.

**Background**

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**Fiscal Impact**

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

**Attachments**

*No file(s) attached.*

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. (Originator) | Becky Pruitt | 02/09/2023 10:11 AM |
| Form Started By: Becky Pruitt | | Started On: 02/09/2023 08:36 AM |
| Final Approval Date: 02/09/2023 | | |

**Commissioners Court - Regular Session** **39.**

**Meeting Date:** 02/28/2023

EPM update page 21 only

**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 updating page 21 of the Employee Policy Manual to reflect recent changes recommended by the Benefits Committee regarding benefits coverage eligibility.

### Background

Please see attached for details. We are recommended the changes to enhance our benefits offerings by structuring coverage availability similar to the public sector employers in the surrounding area.

## Fiscal Impact

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

## Attachments

EPM.21

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Becky Pruitt | 02/15/2023 09:56 AM |
| Form Started By: Rebecca Clemons | | Started On: 02/14/2023 12:04 PM |
| Final Approval Date: 02/15/2023 | | |

# Work Environment

**Benefits**

Williamson County offers an excellent comprehensive benefits package to all full-time employees. Benefits are administered by the Benefits Administration team, which is a division of the Human Resources Department. Benefit plans are reviewed annually by the Benefits Committee, which has the responsibility to make final recommendations to the Commissioners Court for approval. Additional benefit information is provided in the chart below. Click to see the **Benefit Guide** for more details.

## Benefits

- Full-time employees are eligible for medical, vision, dental, group term life, voluntary term life, FSA and voluntary supplemental benefits coverage on the first of the month following the completion of 30 days of employment.
- The new-hire benefit enrollment period is 10 calendar days starting from the date of hire.
- Current employees can make changes to benefits only during open enrollment or due to a qualified life event.
- If an employee is on leave under USERRA, it is the employee's responsibility to cancel benefits if they are no longer needed.

| Type | Policy | Premium Payment |
|---|---|---|
| **Medical, Vision, Dental** | • Full-time employees must enroll during new-hire enrollment period, open-enrollment period, or due to a qualified life event. | • Employees are responsible for the employee portion of all benefit premiums. If an employee is on leave without pay (LWOP), for any reason, unpaid premiums must be paid through payroll deductions upon return to work.<br>• Employees who do not return to work, after LWOP, are responsible for unpaid premiums.<br>• Failure to pay premiums will result in termination of benefits. Benefits termination will be determined based on the last payroll deduction.<br>• Upon retirement, the retiree benefit premiums must be paid prior to the month of coverage. |
| **Voluntary Term Life** | • Full-time employees may purchase additional voluntary life insurance for themselves and their dependents during the above-mentioned enrollment periods. If not selected during initial new-hire enrollment, or if there is a gap in coverage, Evidence of Insurability will be required by the insurance carrier at enrollment, and coverage will be dependent upon carrier approval. | |
| **Short Term Long Term Disability (STD/LTD)** | • Full-time employees may select STD/LTD during the above-mentioned enrollment periods. If not selected during initial new-hire enrollment, or if there is a gap in coverage, Evidence of Insurability will be required by the insurance carrier at enrollment, and coverage will be dependent upon carrier approval. | |
| **Flex Spending Account (FSA)** Health & Dependent Care | • Full-time employees may elect FSA during the above-mentioned enrollment periods. Maximums may apply. | • If an employee is on leave without pay, for any reason, the employee is responsible for the elected benefit deduction to be paid within the same elected tax plan year as the elected benefit.<br>• Upon return from leave, benefit deductions will be recalculated based upon the number of the remaining pay periods within the tax year.<br>• If contributions are unpaid, benefits may be terminated back to the last date of the pay period in which premiums are paid. |
| **Health Spending Account (HSA)** | • May only be elected in conjunction with enrollment in the High Deductible Health Plan.<br>• Full-time employees may elect HSA during the above-mentioned enrollment periods.<br>• Maximums may apply. | • Contributions may be made by both the County and the employee. See the benefit guide for details. |
| **Group Term Life** | • Full-time employees receive group life insurance for themselves and covered spouse/children at no cost.<br>• Dependents must be added by employee at time of enrollment. | • Premiums paid by employer regardless of active employee status. |
| **Voluntary Supplemental Benefits** | • Full-time employees may purchase these additional offerings during the above-mentioned enrollment periods<br>• Evidence of Insurability may be required. Coverage is dependent upon carrier approval. | • If an employee is on leave without pay, premiums must be paid directly to vendors to avoid cancellation.<br>• Once the employee returns to work, premiums will be deducted from paycheck as previously scheduled |
| **Employee Assistance Program (EAP)** | • EAP is provided to all full-time and part-time employees and offers 24/7/365 access to short-term counseling, WorkLife services, legal and financial consultations, ID theft and fraud resolution, wellness tools, and much more. | • EAP is provided at no cost to all full-time and part-time employees regardless of enrollment status in medical benefits.<br>• EAP extends to household members.<br>• The benefit waiting period does not apply to EAP, which is available on start date. |
| **Retirement** | • Williamson County has a very generous retirement plan which all full-time and part-time employees are required to contribute to every pay period. | • See additional information on TCDRS in the Employment section.<br>• Visit TCDRS at www.tcdrs.org |

**Deleted:** 60

**Deleted:** 20

**Commissioners Court - Regular Session** **40.**

**Meeting Date:** 02/28/2023

5b.DA

**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 changes from Salary Study 5b for the District Attorney's office.

### Background

There is no additional funding needed for these changes from the general fund. The only fiscal impact is for a grant funded position (PCN1965) and we have confirmed with the Auditor's Office the grant can support the funds needed.

## Fiscal Impact

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

## Attachments

DAchanges

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Becky Pruitt | 02/22/2023 03:16 PM |
| Form Started By: Rebecca Clemons | | Started On: 02/22/2023 11:08 AM |
| Final Approval Date: 02/22/2023 | | |

| BC | Organization | PCN | Current Position | Current Grade | Current Salary | Current Budget | EEID | NEW Title | NEW Grade | NEW Salary | Increase to Budget | NEW Budget | Reduction to Budget | Earliest Oracle Eff. Date |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 440 | District Attorney | 79 | Legal Specialist | B.19 | $42,007.33 | $42,007.31 | 13437 | Legal Assistant I | N/C | No change | N/A | N/A | N/A | 3/3/2023 |
| 440 | District Attorney | 1634 | DA Legal Assistant II | B.22 | $52,897.25 | $52,897.24 | 14081 | Legal Assistant III | B.23 | No change | N/A | N/A | N/A | 3/3/2023 |
| 440 | District Attorney | 1754 | DA Legal Assistant II | B.22 | Vacant | $48,448.59 | - | Legal Assistant III | B.23 | No change | N/A | N/A | N/A | 3/3/2023 |
| 440 | District Attorney | 1797 | DA Legal Assistant II | B.22 | $57,081.56 | $57,081.57 | 14384 | Legal Assistant III | B.23 | No change | N/A | N/A | N/A | 3/3/2023 |
| 440 | District Attorney | 73 | DA Victim Asst Coord | B.22 | $54,652.42 | $54,652.40 | 13054 | No change | B.24 | No change | N/A | N/A | N/A | 3/3/2023 |
| 440 | District Attorney | 74 | DA Victim Asst Coord | B.22 | $55,965.94 | $55,965.94 | 13241 | No change | B.24 | No change | N/A | N/A | N/A | 3/3/2023 |
| 440 | District Attorney | 1847 | DA Lead Victim Asst Coord | B.24 | $68,739.84 | $68,739.80 | 10868 | No change | B.26 | No change | N/A | N/A | N/A | 3/3/2023 |
| 440 | District Attorney | 76 | DA Office Admin | B.27 | $85,522.13 | $85,522.13 | 3455 | Financial Manager | B.29 | No change | N/A | N/A | N/A | 3/3/2023 |
| 440 | District Attorney | 60 | DA Felony Prosecutor I | B.36 | Vacant | $102,325.08 | - | No change | B.37 | No change | N/A | N/A | N/A | 3/3/2023 |
| 440 | District Attorney | 61 | DA Felony Prosecutor I | B.36 | $94,079.44 | $94,079.35 | 14077 | No change | B.37 | No change | N/A | N/A | N/A | 3/3/2023 |
| 440 | District Attorney | 62 | DA Felony Prosecutor I | B.36 | $103,013.56 | $103,013.68 | 15550 | No change | B.37 | No change | N/A | N/A | N/A | 3/3/2023 |
| 440 | District Attorney | 1759 | DA Felony Prosecutor I | B.36 | $110,244.16 | $110,244.19 | 14089 | Felony Prosecutor II | B.39 | No change | N/A | N/A | N/A | 3/3/2023 |
| 440 | District Attorney | 1791 | DA Felony Prosecutor I | B.36 | $101,623.60 | $101,623.75 | 15887 | No change | B.37 | No change | N/A | N/A | N/A | 3/3/2023 |
| 401 | COMM COURT - GRANTS | 1964 | CCG DA Felony Prosecutor II | B.37 | $106,582.32 | Grant | 13501 | No change | B.39 | No change | N/A | N/A | N/A | 3/3/2023 |
| 401 | COMM COURT - GRANTS | 1965 | CCG DA Felony Prosecutor II | B.37 | $122,533.84 | Grant | 15946 | CCG DA Felony Prosecutor III | B.41 | $130,000.00 | $7,466.16 | $130,000.00 | N/A | 3/3/2023 |
| 401 | COMM COURT - GRANTS | 1966 | CCG DA Felony Prosecutor II | B.37 | $106,582.32 | Grant | 15789 | No change | B.39 | No change | N/A | N/A | N/A | 3/3/2023 |
| 401 | COMM COURT - GRANTS | 2003 | CCG DA Felony Prosecutor II | B.37 | $109,639.14 | Grant | 15797 | No change | B.39 | No change | N/A | N/A | N/A | 3/3/2023 |
| 440 | District Attorney | 55 | DA Chief Investigator | B.37 | $129,864.54 | $129,864.50 | 1106 | No change | B.38 | No change | N/A | N/A | N/A | 3/3/2023 |
| 440 | District Attorney | 63 | DA Felony Prosecutor II | B.37 | $107,489.72 | $116,478.18 | 16398 | No change | B.39 | No change | N/A | N/A | N/A | 3/3/2023 |
| 440 | District Attorney | 64 | DA Felony Prosecutor II | B.37 | Vacant | $119,360.49 | - | Felony Prosecutor III | B.41 | No change | N/A | N/A | N/A | 3/3/2023 |
| 440 | District Attorney | 86 | DA Felony Prosecutor II | B.37 | $115,000.08 | $115,207.71 | 16264 | No change | B.39 | No change | N/A | N/A | N/A | 3/3/2023 |
| 440 | District Attorney | 1790 | DA Felony Prosecutor II | B.37 | $114,066.68 | $114,066.77 | 15348 | No change | B.39 | No change | N/A | N/A | N/A | 3/3/2023 |
| 440 | District Attorney | 1969 | DA Felony Prosecutor II | B.37 | $106,456.22 | $106,456.00 | 15788 | No change | B.39 | No change | N/A | N/A | N/A | 3/3/2023 |
| 440 | District Attorney | 1970 | DA Felony Prosecutor II | B.37 | $119,927.08 | $119,926.97 | 10467 | No change | B.39 | No change | N/A | N/A | N/A | 3/3/2023 |
| 440 | District Attorney | 69 | DA Felony Prosecutor III | B.39 | $122,238.48 | $122,238.48 | 14813 | No change | B.41 | No change | N/A | N/A | N/A | 3/3/2023 |
| 440 | District Attorney | 70 | DA Felony Prosecutor III | B.39 | $122,253.30 | $122,253.22 | 14338 | No change | B.41 | No change | N/A | N/A | N/A | 3/3/2023 |
| 440 | District Attorney | 1848 | DA Felony Prosecutor III | B.39 | $126,462.44 | $126,462.39 | 14278 | No change | B.41 | No change | N/A | N/A | N/A | 3/3/2023 |
| 440 | District Attorney | 1849 | DA Felony Prosecutor III | B.39 | $122,238.48 | $122,238.52 | 14829 | No change | B.41 | No change | N/A | N/A | N/A | 3/3/2023 |
| 440 | District Attorney | 83 | DA Appellate Div Chief | B.43 | $145,605.72 | $145,605.74 | 14076 | No change | B.44 | No change | N/A | N/A | N/A | 3/3/2023 |
| 440 | District Attorney | 72 | DA Civil Division Chief | B.43 | $146,316.30 | $146,316.22 | 14075 | No change | B.44 | No change | N/A | N/A | N/A | 3/3/2023 |
| 440 | District Attorney | 1789 | DA Intake Div Chief | B.43 | $139,065.68 | $139,065.53 | 14111 | No change | B.44 | No change | N/A | N/A | N/A | 3/3/2023 |
| 440 | District Attorney | 71 | DA Trial Division Chief | B.43 | $145,692.04 | $145,692.13 | 15389 | No change | B.44 | No change | N/A | N/A | N/A | 3/3/2023 |
| 440 | District Attorney | 54 | DA First Assistant | B.45 | $175,181.76 | $175,181.65 | 10627 | No change | B.46 | No change | N/A | N/A | N/A | 3/3/2023 |

N/C = No Change

**Commissioners Court - Regular Session** **41.**

**Meeting Date:** 02/28/2023

DA salary

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

**Department:** Human Resources

**Agenda Category:** Regular Agenda Items

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## Information

### Agenda Item

Discuss and consider a funding request to increase the County supplement portion of the District Attorney's salary.

### Background

The District Attorney has requested his salary be reviewed along with his office. If the Court would like to proceed with the review, we will follow the process outlined in Code regarding posting requirements. HR will be in Court to answer questions.

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## Fiscal Impact

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

## Attachments

*No file(s) attached.*

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## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Becky Pruitt | 02/22/2023 03:16 PM |
| Form Started By: Rebecca Clemons | | Started On: 02/22/2023 11:13 AM |
| Final Approval Date: 02/22/2023 | | |

**Commissioners Court - Regular Session** **42.**

**Meeting Date:** 02/28/2023

Historical Commission Appointment

**Submitted For:** Cynthia Long **Submitted By:** Kathy Pierce, Commissioner Pct. #2

**Department:** Commissioner Pct. #2

**Agenda Category:** Regular Agenda Items

## Information

**Agenda Item**

Discuss, consider and take appropriate action on appointment of Jerry Goodrich for a two-year term on the Williamson County Historical Commission (WCHC) effective immediately and ending on December 31, 2024.

**Background**

## Fiscal Impact

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

## Attachments

Application

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Becky Pruitt | 02/24/2023 08:48 AM |
| Form Started By: Kathy Pierce | | Started On: 02/23/2023 09:01 AM |
| Final Approval Date: 02/24/2023 | | |

## Williamson County Historical Commission (WCHC)
**Formal Request for appointment to WCHC**

**Name of Individual** Jerry Goodrich

**Address** [redacted] **City** [redacted] **State** TX **Zip** [redacted]

**Home Phone** [redacted] **Work Phone** _____ **Cell** [redacted]

**Email Address** [redacted]

*(Email and internet access is not mandatory, but highly recommended.)*

**In which County Precinct do you reside?**

☐ 1 ☒ 2 ☐ 3 ☐ 4 ☐ Not sure ☐ I am not a resident of Williamson County

**Have you ever served on a county-appointed board?** ☐ Yes ☒ No

If yes, which one/s? _____

**Have you ever served on a county historical commission (CHC)?** ☐ Yes ☒ No

If yes, where and for how long? _____

**Hours you are prepared to volunteer each month:**

☐ 1-10 ☐ 11-20 ☐ 21-30 ☒ 31-40 ☐ 41-50 ☐ 51-60 ☐ 61-70 ☐ 70+

**Briefly explain your interest in being appointed to the Williamson County Historical Commission:**

I have an abiding interest in the history of WILCO and would welcome the opportunity to help preserve its legacy. I grew up in Taylor and have lived in Cedar Park for the past 47 years.

**BACKGROUND INFORMATION:**

**Experience with similar service-oriented organizations** Board member Hill Country Community Ministries, BoardMember El Buen Samaritano

**Current or former occupation/s** Marketing, advertising, public relations

**Current or former employer/s** Neal Spelce Associates, Rector-Duncan Advertising, Atkins & Associates

**Educational Background** Indicate any professional degrees or certificates; indicate if you are currently enrolled in an educational program.

University of Maryland, University of Manils, San Antonio College. Lifelong study of history.

**Other experience or training that might add to the livelihood of the WCHC?**

Veteran U.S. Air Force. Member Texas State Historical Assoc.

**Special Interests/Hobbies:** Reading about history, visiting historical sites and cemeteries

**If not a Williamson County resident, please indicate where you reside and comment on the degree to which that distance would impact your ability to serve (attend meetings, provide support and preparation for projects or events, attend events, etc.)**

**Commissioners Court - Regular Session** **43.**

**Meeting Date:** 02/28/2023

Hope Alliance Lease Agreement

**Submitted For:** Cynthia Long **Submitted By:** Kathy Pierce, Commissioner Pct. #2

**Department:** Commissioner Pct. #2

**Agenda Category:** Regular Agenda Items

## Information

### Agenda Item

Discuss, consider and take appropriate action authorizing the County Judge to execute a Lease Agreement with the Williamson County Crisis Center (D/B/A Hope Alliance) for lease of a County building to be used for a public purpose as a temporary auxiliary emergency shelter, effective April 1, 2023 and ending on March 31, 2025.

### Background

Due to the nature of the temporary emergency auxiliary shelter and for public safety and security purposes, a copy of the lease agreement is not attached.

## 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 | 02/23/2023 08:51 AM |
| Form Started By: Kathy Pierce | | Started On: 02/22/2023 02:38 PM |
| Final Approval Date: 02/23/2023 | | |

**Commissioners Court - Regular Session** **44.**

**Meeting Date:** 02/28/2023

Hope Alliance Emergency Auxiliary Shelter

**Submitted For:** Cynthia Long **Submitted By:** Kathy Pierce, Commissioner Pct. #2

**Department:** Commissioner Pct. #2

**Agenda Category:** Regular Agenda Items

## Information

### Agenda Item

Discuss, consider and take appropriate action on a Sub-recipient Agreement with Williamson County Crisis Center (D/B/A Hope Alliance) for funding through the American Rescue Plan Act (ARPA) (A.L.N.21.027) for the Temporary Auxiliary Emergency Shelter Program, effective April 1, 2023.

### Background

On February 7, 2023, the Commissioners Court unanimously approved the motion: To enter into agreements with HOPE Alliance, necessary for the use of a county facility to be used as a temporary auxiliary emergency shelter needed to increase public safety and meet a public purpose to be funded by American Rescue Plan Act (ARPA) funds. This item is a follow-up agreement to the Court action.

## Fiscal Impact

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

## Attachments

Signed Funding Agreement

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Becky Pruitt | 02/23/2023 06:31 PM |
| Form Started By: Kathy Pierce | | Started On: 02/23/2023 08:50 AM |
| Final Approval Date: 02/23/2023 | | |

# SUBRECIPIENT AGREEMENT BETWEEN WILLIAMSON COUNTY AND THE WILLIAMSON COUNTY CRISIS CENTER D/B/A HOPE ALLIANCE FOR THE TEMPORARY AUXILIARY EMERGENCY SHELTER PROJECT

**WITH FUNDING FROM:**
**THE AMERICAN RESCUE PLAN ACT (ARPA) (A.L.N. 21.027)**

This Subrecipient Agreement ("Agreement") is between Williamson County (the "COUNTY"), a political subdivision of the State of Texas, and The Williamson County Crisis Center D/B/A Hope Alliance ("SUBRECIPIENT"), a Texas nonprofit corporation, (collectively, the "Parties"), and shall be effective on April 1, 2023 ("Effective Date"). The Parties have reviewed this Agreement and agree to the following:

WHEREAS, on March 11, 2020, the World Health Organization declared COVID-19 a worldwide pandemic; and

WHEREAS, on March 11, 2021, President Joseph Biden signed the American Rescue Plan Act ("ARPA") to provide support to the State and local governments to respond to the financial impacts of COVID-19 pandemic; and

WHEREAS, the State and Local Fiscal Recovery Funds ("SLRF FUNDS") authorized the ARPA (C.F.D.A #21.027) to be used to mitigate the ongoing effects of COVID-19 and support the nation's pandemic recovery; and

WHEREAS, the COUNTY has received SLRF FUNDS to respond to the continuous impact of COVID-19 as outlined in the Final Rule promulgated by the Department of Treasury ("Treasury"); and

WHEREAS, Treasury has issued guidance for the use of SLRF FUNDS (31 CFR Part 35 and may be found at: https://www.govinfo.gov/content/pkg/FR-2022-01-27/pdf/2022-00292.pdf) and will continue to issue guidance and clarification on the appropriate use of these funds; and

WHEREAS, the COUNTY and SUBRECIPIENT find that SLRF FUNDS distributed in accordance with this Agreement shall meet the eligible uses outlined in the Treasury's Final Rule, and additional guidance; and

WHEREAS, the COUNTY and SUBRECIPIENT find that the program(s) or project(s) and related expenditures outlined in this Agreement is/are eligible under current SLRF FUNDS guidance and rules promulgated by the U.S. Treasury and find that the program(s) or project(s) outlined herein will mitigate the ongoing effects of COVID-19 and support pandemic recovery in Williamson County.

THEREFORE, the Parties agree as follows:

## I.
## GENERAL OVERVIEW

The COUNTY has in good faith determined that this Agreement serves a public purpose. This public purpose includes, but is not limited to, the Subrecipient's efforts to meet the additional needs and services of the community, specifically providing critical support or public interest benefits to local residents as follows:

Subrecipient will provide personnel, related personnel expenses, and operational expenses to provide emergency shelter services to women and children who are victims of sexual and family violence. Services in addition to sheltered nights of safety may include as needed, food, toiletries, clothing, transportation, hospital accompaniments, case management, advocacy, and counseling. Subrecipient will provide 4,400 sheltered nights of safety for 120 clients a year at the Temporary Auxiliary Emergency Shelter.

Additional Scope of Services is set forth in Appendix A, which is attached hereto and incorporated as if copied in full.

The Program or Project Budget is set forth in Appendix B, which is attached hereto and incorporated as if copied in full.

## II.
## PAYMENT

The COUNTY shall make available an amount of up to **$194,112 (ONE HUNDRED AND NINETY-FOUR THOUSAND, ONE HUNDRED AND TWELVE DOLLARS)** to SUBRECIPIENT from the COUNTY's SLRF FUNDS to reimburse SUBRECIPIENT for expenses related to eligible uses of SLRF FUNDS as outlined in the Treasury's Final Rule, reflected in Appendix B, and in accordance with the terms and conditions outlined below:

Williamson County approves and pays reimbursement requests within thirty (30) days of receipt of a complete request. Errors in the reimbursement request, including insufficient documentation, may result in payment delays. SUBRECIPIENT is responsible for submitting a complete and accurate reimbursement request. Payment is considered made on the date postmarked.

Each reimbursement request must contain the following supporting documentation:

i. Signed Request for Reimbursement (RFR) form
ii. List with non-identifiable information that includes number of clients assisted with shelter and related services provided
iii. General Ledger (monthly, generated from SUBRECIPIENT's accounting system) coinciding with RFR
iv. Timesheets and Payroll Reports (monthly, generated from SUBRECIPIENT's payroll system) if budget included personnel
v. Invoices of all other expenditures

vi. Proof of payment of all expenditures

## III.
## TERM/TERMINATION

This Agreement shall become effective upon signature by both Parties and shall continue in full force and effect until December 31, 2026 unless terminated earlier in accordance with this Agreement. If at any time SUBRECIPIENT state contract is suspended or revoked, or if SUBRECIPIENT becomes excluded, debarred, or suspended from any federal program, this Agreement automatically terminates effective on the date of the suspension, revocation, or exclusion, and SUBRECIPIENT must submit a final, formal statement in the manner set out above and below requesting payment.

The County may immediately terminate this Agreement, without prior notice, if SUBRECIPIENT fails to perform any obligation found herein and the failure:

i. Creates a potential threat to health or safety: or
ii. Violated a law, ordinance, or regulation designed to protect health or safety.

Either party may terminate this Agreement without cause giving ninety (90) days written notice to the other party. Upon receipt of notice to terminate, SUBRECIPIENT shall discontinue all services in connection with the performance of this Agreement and shall proceed to promptly cancel all existing orders and contracts insofar as such orders to contracts are chargeable to this Agreement. Any and all assets purchased under this Agreement shall transfer to the County for purposes outlined herein.

Within ninety (90) days after receipt of a notice of termination, SUBRECIPIENT agrees to submit an invoice showing, in detail, the services performed under this Agreement up to and including the date of termination.

Force Majeure: In the event that either Party is unable to perform its any of its obligation under the Agreement or to enjoy any of the benefits because of natural disaster, global pandemic, actions or decrees of governmental bodies or communication line failure not the fault of the affected party (referred to as a "Force Majeure Event"), the party who has been so affected immediately agrees to give notice to the other part and agrees to do everything possible to resume performance. Upon receipt of such notice, the Agreement is immediately suspended. If the period of nonperformance exceeds ten (10) calendar days from the receipt of notice of the Force Majeure Event, the Party whose ability to perform has not been affected may terminate the Agreement immediately by giving written notice to the other Party.

## IV.
## AMENDMENTS

This Contract may not be amended without a written agreement; however, SUBRECIPIENT may move up to 10% of allocated funds within any budget category without written approval of the COUNTY, except for Equipment or Indirect Cost budget line items, if the movement is consistent with the budget in Appendix B. To move any amount over and above a cumulative total of 10% of

allocated funds within any budget category, SUBRECIPIENT must submit a written request to COUNTY and receive written approval of same.

## V.
## STANDARDS FOR FINANCIAL MANAGEMENT

In accordance with 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, SUBRECIPIENT will develop, implement and maintain financial management and control systems, which include at a minimum accurate payroll, accounting and financial reporting records, cost source documentation, effective internal and budgetary controls, and determination of reasonableness, allowability and allocability of costs, and timely and appropriate audits and resolution findings.

SUBRECIPIENT shall maintain an effective accounting system, which will:

i. Identify and record valid transactions
ii. Record transactions to the proper accounting period in which transactions occurred
iii. Describe transactions in sufficient detail to permit proper classification
iv. Maintain records that permit the tracing of funds to a level of detail that establishes that the funds have been used in compliance with contract requirements
v. Adequately identify the source and application of funds of each grant contract
vi. Generate current and accurate financial reports in accordance with contract requirements

## VI.
## MONITORING

SUBRECIPIENT agrees that COUNTY will, until the expiration of the federal retention period as referenced in 2 CFR 200.334, have access to and the right to examine at reasonable times any directly pertinent books, papers, and records (hard copy, as well as computer generated data) of the sub-recipient involving transactions related to this Agreement. This right to audit also extends to any obligations assigned to any subcontracts or agreements formed between SUBRECIPIENT and any subcontractors to the extent that those subcontracts or agreements relate to fulfillment of SUBRECIPIENT's obligations to COUNTY under this Agreement. The SUBRECIPIENT agrees that COUNTY will have access during normal working hours to all necessary facilities, staff, and workspace to conduct audits. The COUNTY will provide the SUBRECIPIENT with reasonable advance notice of intended audits. The SUBRECIPIENT must provide records within ten (10) business days or a mutually agreed upon timeline. SUBRECIPIENT may withhold any information that it is mandated to withhold to comply with state or federal law.

## VII.
## ALLOWABLE COSTS

COUNTY payment to SUBRECIPIENT does not preclude COUNTY from determining that certain costs were ineligible for reimbursement. If the COUNTY determines that a cost the COUNTY has paid for is ineligible for reimbursement, the SUBRECIPIENT will refund the ineligible amount to the

COUNTY. COUNTY will determine whether costs submitted by SUBRECIPIENT are allowable and eligible for reimbursement. If COUNTY has paid funds to SUBRECIPIENT for unallowable or ineligible costs, COUNTY will notify SUBRECIPIENT in writing, and SUBRECIPIENT shall return the funds to COUNTY within thirty (30) calendar days of the date of this written notice. COUNTY may withhold all or part of any payments to SUBRECIPIENT to offset reimbursement for any unallowable or ineligible expenditure that SUBRECIPIENT has not refunded to COUNTY, or if required financial report(s) are not submitted by the due date(s).

## VIII.
## INDEPENDENT SINGLE OR PROGRAM SPECIFIC AUDIT

If SUBRECIPIENT, within SUBRECIPIENT'S fiscal year, expends a total amount of at least SEVEN HUNDRED FIFTY THOUSAND DOLLARS ($750,000) in federal funds awarded, SUBRECIPIENT shall have a single audit or program-specific audit in accordance with the 2 CFR 200. The $750,000 federal threshold amount includes federal funds passed through by way of State and local agency awards.

## IX.
## EQUIPMENT

Any purchase of equipment must be consistent with the Uniform Guidance at 2 CFR Part 200 Subpart D. Equipment acquired under this Agreement must be used for the originally authorized purpose. Consistent with 2 CFR 200.313, any equipment acquired using federal funds shall vest in the non-Federal entity.

Procedures for managing equipment must meet the following requirements:

i. Property records must be maintained that include a description of the property, a serial number or other identification number, the source of funding for the property, name of title holder, acquisition date, cost of the property, percentage of Federal participation in the project costs for the Federal award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.

ii. A physical inventory of the property must be taken, and the results reconciled with the property records at least once every two years.

iii. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated.

iv. Adequate maintenance procedures must be developed to keep the property in good condition.

v. If the non-Federal entity is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.

Disposition. When original or replacement equipment acquired under this Agreement is no longer needed or in use for the project or program outlined herein, SUBRECIPIENT must request disposition instructions from the COUNTY.

## X.
## LEGAL COMPLIANCE, PERFORMANCE MEASUREMENT, AND REQUIRED REPORTING

SUBRECIPIENT shall comply with all applicable federal, state and local laws and regulations governing the expenditure of funds under this Agreement, including but not limited to additional requirements for U.S. Department of The Treasury Coronavirus Local Fiscal Recovery Fund award terms and conditions compliance related to the American Rescue Plan Act (ARPA) (C.F.D.A. 21.027). SUBRECIPIENT shall submit to the Williamson County Auditor's office all necessary invoicing and appropriate documentation evidencing expenditures and that said expenditures are Allowable Expenditures. Allowable Expenditures are limited to those expenditures shown in Appendix B. Additional reports and documentation may be required as requested by COUNTY in the approved format.

## XI.
## DEBARMENT AND SYSTEM FOR AWARD MANAGEMENT

SUBRECIPIENT is not entitled to receive payment under this Agreement for services performed by any personnel who have been excluded, debarred, or suspended under a federal program, unless given explicit permission by the COUNTY. SUBRECIPIENT agrees to maintain an active registration in the System for Award Management (SAM.gov)

## XII.
## INDEPENDENT CONTRACTORS

It is understood that any relationship created by this Agreement between the Parties shall be that of independent contractors. Under no circumstances shall either Party be deemed an employee of the other nor shall either Party act as an agent of the other Party. Any and all joint venture, joint enterprise, or partnership status is hereby expressly denied, and the Parties expressly state that they have not formed expressly or impliedly a joint venture, joint enterprise, or partnership.

## XIII.
## SUBCONTRACTING AUTHORITY

SUBRECIPIENT may enter into contracts as necessary for the performance of the scope of services outlined in this Agreement. SUBRECIPIENT agrees to act in good faith and shall comply with all applicable purchasing laws in choosing subcontractors and executing any contracts pursuant to this Agreement.

## XIV.
## DOCUMENTATION

SUBRECIPIENT shall keep and maintain, for a period not less than five (5) years after December 31, 2026, any and all records relating to use of the SLRF FUNDS described herein.

## XV.
## FORM 1295 COMPLIANCE

SUBRECIPIENT acknowledges and agrees that it has fully, accurately, and completely disclosed all interested parties and has acknowledged the completeness of this disclosure by filing Form 1295 "Certificate of Interested Parties" with the Texas Ethics Commission ***if required*** by Texas Government Code Section 2252.908, as amended.

## XVI.
## NOTICE

Any notice required or permitted to be delivered hereunder shall be deemed to have been given when personally delivered, or if mailed, seventy-two hours after deposit of the same in the United States Mail, postage prepaid, certified, or registered, return receipt requested, properly addressed to the Parties hereto at the respective addresses set forth below, or at such other addresses as they shall specify by written notice delivered to the following addresses:

County;

County Judge
710 Main Street, Suite 101
Georgetown, Texas 78628

and

County Auditor
710 Main Street, Suite 301
Georgetown, Texas 78628

Subrecipient:

HOPE Alliance
c/o Executive Director
1011 Gattis School Road, Suite #110
Round Rock, TX 78664

## XVII.
## SEVERABILITY

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

XVIII.
VENUE AND APPLICABLE LAW

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

XIX.
ENTIRE AGREEMENT

This Agreement represents the entire understanding between the Parties and supersedes all prior representations.

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

**WILLIAMSON COUNTY:**

_____
Authorized Signature

_____
Printed Name

Date: _____ ___, 2023

**SUBRECIPIENT:**

**The Williamson County Crisis Center**
**D/B/A Hope Alliance**

Richard M. Brown
Authorized Signature

RICHARD M. BROWN
Printed Name

Date: 2/21/ ___, 2023

## APPENDIX A – Scope of Services

HOPE Alliance will provide emergency shelter at a facility in Williamson County, Texas. Services provided will include personnel necessary to operate a 12-bed shelter facility, including a senior-level staff member living on-site to provide on-site 24/7 supervision; related personnel expenses; and operational expenses to provide emergency shelter services to women and children who are victims of sexual and family violence. Services in addition to sheltered nights of safety may include as needed, food, toiletries, clothing, transportation, hospital accompaniments, case management, advocacy, and counseling. Subrecipient will provide 4,400 sheltered nights of safety for 120 clients a year at the Temporary Auxiliary Emergency Shelter.

APPENDIX B – Program or Project Budget/Allowable Expenses

(incorporated herein as if copied in full)

| **TEMPORARY AUXILIARY EMERGENCY SHELTER BUDGET ANNUAL BUDGET** | **2022 - 2023 SHELTER BUDGET** |
|---|---|
| **SHELTER CLIENTS** | **120** |
| **SHELTER NIGHTS OF SAFETY** | **4,400** |
| **SHELTER FTE** | **5** |
| Salaries Expense | 240,000.00 |
| Medicare Expense | 3,356.06 |
| Social Security Expense | 14,348.20 |
| Unemployment Expense | 7,372.26 |
| Worker's Compensation Expense | 2,063.40 |
| Retirement Benefit | 2,547.28 |
| Health | 12,261.76 |
| Health Subsidy | (2,914.80) |
| Life/LTD/AD&D | 679.74 |
| Dental | 612.91 |
| Total Payroll Expenses | **$280,326.81** |
| Bank Expenses | |
| Bank Service Charge | 6.78 |
| Credit Card Processing Fees | 784.08 |
| Interest Expense | - |
| Interest on Lien | |
| Principal Paid YTD | |
| Total Bank Expenses | $ 790.86 |
| Operating Expenses | |
| Contract Labor | **0.00** |
| Professional and Audit Fees | 1,200.00 |
| Dues and Subscriptions | 3,081.14 |
| Interpreter Services | 1,000.00 |
| IT Services | 4,000.00 |
| New Hire Expense | 6,900.00 |
| Travel Expenses/Mileage | 1,225.00 |
| Staff Training & Development | 1,750.00 |
| Employee Acknowledgement | - |
| Office Supplies | 1,101.58 |
| Postage | 150.00 |
| Printing | 200.00 |
| Storage | 1,500.00 |
| Rent | - |
| Pest Control | 540.00 |
| Janitorial | 6,300.00 |
| Termite Renewal | 100.00 |

| | |
|---|---|
| Maintenance/Repairs | 8,000.00 |
| Security | 3,500.00 |
| Communications | 3,301.85 |
| Electricity | 3,877.81 |
| Water | 587.58 |
| Wastewater | 615.65 |
| Gas | 741.49 |
| Trash Disposal | 3,285.39 |
| Program Expense | 77.44 |
| Supplies | 1,341.65 |
| Groceries | 7,225.00 |
| Client Services Expense | 9,180.51 |
| Insurance Expense | 5,324.97 |
| Furniture Fixtures and Equipment | 25,000.00 |
| Computer/Software | 6,000.00 |
| Total Operating Expenses | $107,107.06 |
| Total Expenses | $388,224.73 |

Requesting six-months of annual budget above, or $194,112 for six months of shelter operation.

**Commissioners Court - Regular Session** **45.**

**Meeting Date:** 02/28/2023

Edward Byrne Memorial Justice Assistance Grant Program Acceptance for County Sheriff

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

**Department:** Sheriff

**Agenda Category:** Regular Agenda Items

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## Information

### Agenda Item

Discuss, consider and take appropriate action authorizing the Williamson County Sheriff's Office to accept funding through the Edward Byrne Memorial Justice Assistance Grant (JAG) Program FY2022, Local Solicitation.

### Background

The Court previously approved the Sheriff's Office to apply for the Edward Byrne Memorial JAG Program on July 26, 2022, agenda item #46. The Sheriff's Office is now seeking approval to accept $13,845.00 through this program for the Community Affairs Unit. Funds awarded through this grant will be used to purchase supplies for the Drug Abuse Resistance Education (DARE), Citizens Academy, Public Safety Cadets and Junior Deputy Academy programs. The Sheriff's Office was previously awarded funds through the FY2018 and FY20219 Edward Byrne Memorial Justice Assistance Grant (JAG) Program to support the same programs. This grant requires no resolution or match.

Staff recommends the following action: Give approval to accept the Edward Byrne Memorial Justice Assistance Grant (JAG) Program, FY2022 Local Solicitation and authorize appropriate County department personnel to complete documentation relevant to the implementation of the grant.

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## Fiscal Impact

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

## Attachments

Award package

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## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Becky Pruitt | 02/15/2023 09:55 AM |
| Form Started By: Starla Hall | | Started On: 02/12/2023 09:27 AM |
| Final Approval Date: 02/15/2023 | | |

## Award Letter

February 6, 2023

Dear Bill Gravell,

On behalf of Attorney General Merrick B. Garland, it is my pleasure to inform you the Office of Justice Programs (OJP) has approved the application submitted by WILLIAMSON, COUNTY OF for an award under the funding opportunity entitled 2022 BJA FY 22 Edward Byrne Memorial Justice Assistance Grant Program - Local Solicitation. The approved award amount is $13,845.

Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance. For COPS Office and OVW funding the Award Offer also includes any Other Award Documents.

Please note that award requirements include not only the conditions and limitations set forth in the Award Offer, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. These requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds). Therefore, all key staff should receive the award conditions, the assurances and certifications, and the application as approved by OJP, so that they understand the award requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award.

Should you accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Prior to accepting the award, your Entity Administrator must assign a Financial Manager, Grant Award Administrator, and Authorized Representative(s) in the Justice Grants System (JustGrants). The Entity Administrator will need to ensure the assigned Authorized Representative(s) is current and has the legal authority to accept awards and bind the entity to the award terms and conditions. To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

To access your funds, you will need to enroll in the Automated Standard Application for Payments (ASAP) system, if you haven’t already completed the enrollment process in ASAP. The Entity Administrator should have already received an email from ASAP to initiate this process.

Congratulations, and we look forward to working with you.

Maureen Henneberg
Deputy Assistant Attorney General

**Office for Civil Rights Notice for All Recipients**

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) has been delegated the responsibility for ensuring that recipients of federal financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) are not engaged in discrimination prohibited by law. Several federal civil rights laws, such as Title VI of the Civil Rights Act of 1964 and Section 504 of the

Rehabilitation Act of 1973, require recipients of federal financial assistance to give assurances that they will comply with those laws. Taken together, these civil rights laws prohibit recipients of federal financial assistance from DOJ from discriminating in services and employment because of race, color, national origin, religion, disability, sex, and, for grants authorized under the Violence Against Women Act, sexual orientation and gender identity. Recipients are also prohibited from discriminating in services because of age. For a complete review of these civil rights laws and nondiscrimination requirements, in connection with DOJ awards, see https://ojp.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm.

Under the delegation of authority, the OCR investigates allegations of discrimination against recipients from individuals, entities, or groups. In addition, the OCR conducts limited compliance reviews and audits based on regulatory criteria. These reviews and audits permit the OCR to evaluate whether recipients of financial assistance from the Department are providing services in a nondiscriminatory manner to their service population or have employment practices that meet equal-opportunity standards.

If you are a recipient of grant awards under the Omnibus Crime Control and Safe Streets Act or the Juvenile Justice and Delinquency Prevention Act and your agency is part of a criminal justice system, there are two additional obligations that may apply in connection with the awards: (1) complying with the regulation relating to Equal Employment Opportunity Programs (EEOPs); and (2) submitting findings of discrimination to OCR. For additional information regarding the EEOP requirement, see 28 CFR Part 42, subpart E, and for additional information regarding requirements when there is an adverse finding, see 28 C.F.R. §§ 42.204(c), .205(c)(5).

The OCR is available to help you and your organization meet the civil rights requirements that are associated with DOJ grant funding. If you would like the OCR to assist you in fulfilling your organization's civil rights or nondiscrimination responsibilities as a recipient of federal financial assistance, please do not hesitate to contact the OCR at askOCR@ojp.usdoj.gov.

**Memorandum Regarding NEPA**

NEPA Letter Type

OJP - Ongoing NEPA Compliance Incorporated into Further Developmental Stages

NEPA Letter

The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and local governments to support a broad range of activities to prevent and control crime and to improve the criminal justice system, some of which could have environmental impacts. All recipients of JAG funding must assist BJA in complying with NEPA and other related federal environmental impact analyses requirements in the use of grant funds, whether the funds are used directly by the grantee or by a subgrantee or third party. Accordingly, prior to obligating funds for any of the specified activities, the grantee must first determine if any of the specified activities will be funded by the grant.

The specified activities requiring environmental analysis are:

a. New construction;

b. Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;

c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;

d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and

e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

Complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. Further, for programs relating to methamphetamine laboratory operations, the preparation of a detailed Mitigation Plan will be required. For more information about Mitigation Plan requirements, please see

NEPA Coordinator

| First Name | Middle Name | Last Name |
|---|---|---|
| Orbin | —— | Terry |

## Award Information

**This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.**

### Recipient Information

**Recipient Name**
WILLIAMSON, COUNTY OF

**UEI**
C4BDCBLYNND6

**Street 1**
710 S MAIN STREET STE 303

**Street 2**

**City**
GEORGETOWN

**State/U.S. Territory**
Texas

**Zip/Postal Code**
78626

**Country**
United States

**County/Parish**
——

**Province**
——

## Award Details

**Federal Award Date**
2/6/23

**Award Type**
Initial

**Award Number**
15PBJA-22-GG-04995-JAGX

**Supplement Number**
00

**Federal Award Amount**
$13,845.00

**Funding Instrument Type**
Grant

| Assistance Listing Number | Assistance Listings Program Title |
|---|---|
| 16.738 | Edward Byrne Memorial Justice Assistance Grant Program |

**Statutory Authority**

Title I of Pub. L. No. 90-351 (generally codified at 34 U.S.C. 10101-10726), including subpart 1 of part E (codified at 34 U.S.C. 10151 - 10158); see also 28 U.S.C. 530C(a)

☐ *I have read and understand the information presented in this section of the Federal Award Instrument.*

## Project Information

**This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.**

**Solicitation Title**
2022 BJA FY 22 Edward Byrne Memorial Justice Assistance Grant Program - Local

**Awarding Agency**
OJP

**Program Office**

**Application Number**
GRANT13775685


| Grant Manager Name | Phone Number |
|---|---|
| Kandia Conaway | 202-514-9205 |

**E-mail Address**
Kandia.Conaway@usdoj.gov


**Project Title**
Williamson County Sheriff's Office Community Affairs Unit Programs - DARE, Citizens Academy, Junior Deputy Academy, and Public Safety Cadets Program

| Performance Period Start Date | Performance Period End Date |
|---|---|
| 10/01/2021 | 09/30/2023 |

| Budget Period Start Date | Budget Period End Date |
|---|---|
| 10/01/2021 | 09/30/2023 |

**Project Description**

The Edward Byrne Memorial Justice Assistance Grant (JAG) Program allows units of local government, including tribes, to support a broad range of activities to prevent and control crime based on their own state and local needs and conditions. Grant funds can be used for state and local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, and information systems for criminal justice or civil proceedings, including for any one or more of the following program areas: 1) law enforcement programs; 2) prosecution and court programs; 3) prevention and education programs; 4) corrections and community corrections programs; 5) drug treatment and enforcement programs; 6) planning, evaluation, and technology improvement programs; 7) crime victim and witness programs (other than compensation); 8) mental health programs and related law enforcement and corrections programs, including behavioral programs and crisis intervention teams; and 9) implementation of state crisis intervention court proceedings and related programs or initiatives, including but not limited to: mental health courts; drug courts; veterans courts; and extreme risk protection order programs.

☐ *I have read and understand the information presented in this section of the Federal Award Instrument.*

## Financial Information

**This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.**

☐ *I have read and understand the information presented in this section of the Federal Award Instrument.*

## Award Conditions

**This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.**

**1**

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at https://www.ecfr.gov/cgi-bin/ECFR?page=browse), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

**2**

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

**3**

Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as

adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2022 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2022 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2022 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at https://ojp.gov/funding/Part200UniformRequirements.htm.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.334.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

## 4

Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

## 5

Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqts.htm), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

## 6

Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov),

provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (https://www.e-verify.gov/) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

## 7

OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at https://www.ojp.gov/funding/implement/training-guiding-principles-grantees-and-subgrantees.

## 8

Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

## 9

Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at https://ojp.gov/funding/Explore/Interact-Minors.htm (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

## 10

Compliance with general appropriations-law restrictions on the use of federal funds (FY 2022)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2022, are set out at https://www.ojp.gov/funding/Explore/FY22AppropriationsRestrictions.htm, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

## 11

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

## 12

Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

## 13

Required training for Grant Award Administrator and Financial Manager

The Grant Award Administrator and all Financial Managers for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after October 15, 2020, will satisfy this condition.

In the event that either the Grant Award Administrator or a Financial Manager for this award changes during the period of performance, the new Grant Award Administrator or Financial Manager must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after the date the Entity Administrator enters updated Grant Award Administrator or Financial Manager information in JustGrants. Successful completion of such a training on or after October 15, 2020, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at https://onlinegfmt.training.ojp.gov/. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

## 14

Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances,

discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

## 15

Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

## 16

Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

## 17

Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

## 18

Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that

currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

## 19

Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at https://ojp.gov/financialguide/DOJ/index.htm), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

## 20

Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

## 21

Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

## 22

Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

## 23

Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed $250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, $250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed $250,000)), and are incorporated by reference here.

## 24

Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

## 25

Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope Grant Award Modification (GAM) to eliminate any inappropriate duplication of funding.

## 26

Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at https://oig.justice.gov/hotline/contact-grants.htm (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at https://oig.justice.gov/hotline.

## 27

All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at https://ojp.gov/funding/Explore/SubawardAuthorization.htm (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

## 28

Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at https://www.sam.gov/. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at https://ojp.gov/funding/Explore/SAM.htm (Award condition: System for Award Management

(SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

## 29

Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

## 30

FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of $30,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at https://ojp.gov/funding/Explore/FFATA.htm (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than $30,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

## 31

The recipient agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with BJA and OCFO on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to BJA and OCFO all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by BJA and OCFO for providing the requested documents. Failure to cooperate with BJA's/OCFO's grant monitoring activities may result in sanctions affecting the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

## 32

Required monitoring of subawards

The recipient must monitor subawards under this award in accordance with all applicable statutes, regulations, award conditions, and the DOJ Grants Financial Guide, and must include the applicable conditions of this award in any subaward. Among other things, the recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of award funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.

## 33

Use of program income

Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly Federal Financial Report, SF 425.

## 34

Justice Information Sharing

Information sharing projects funded under this award must comply with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https:/ / it.ojp.gov/ gsp_grantcondition. The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

## 35

Avoidance of duplication of networks

To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the recipient can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

## 36

Compliance with 28 C.F.R. Part 23

With respect to any information technology system funded or supported by funds under this award, the recipient (and any subrecipient at any tier) must comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 34 U.S.C. 10231(c)-(d). The recipient may not satisfy such a fine with federal funds.

## 37

Protection of human research subjects

The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

## 38

Confidentiality of data

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

## 39

The award recipient agrees to participate in a data collection process measuring program outputs and outcomes. The data elements for this process will be outlined by the Office of Justice Programs.

## 40

The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

## 41

Law enforcement task forces - required training

Within 120 days of award acceptance, each current member of a law enforcement task force funded with award funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, must complete required online (internet-based) task force training. Additionally, all future task force members must complete this training once during the period of performance for this award, or once every four years if multiple OJP awards include this requirement.

The required training is available free of charge online through the BJA-funded Center for Task Force Integrity and Leadership (www.ctfli.org). The training addresses task force effectiveness, as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. If award funds are used to support a task force, the recipient must compile and maintain a task force personnel roster, along with course completion certificates.

Additional information regarding the training is available through BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).

## 42

Justification of consultant rate

Approval of this award does not indicate approval of any consultant rate in excess of $650 per day. A detailed justification must be submitted to and approved by the OJP program office prior to obligation or expenditure of such funds.

## 43

The recipient understands that, in accepting this award, the Authorized Representative declares and certifies, among other things, that he or she possesses the requisite legal authority to accept the award on behalf of the recipient entity and, in so doing, accepts (or adopts) all material requirements that relate to conduct throughout the period of performance under this award. The recipient further understands, and agrees, that it will not assign anyone to the role of Authorized Representative during the period of performance under the award without first ensuring that the individual has the requisite legal authority.

## 44

Compliance with National Environmental Policy Act and related statutes

Upon request, the recipient (and any subrecipient at any tier) must assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these award funds, either directly by the recipient or by a subrecipient. Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact BJA.

The recipient understands that this condition applies to new activities as set out below, whether or not they are being specifically funded with these award funds. That is, as long as the activity is being conducted by the recipient, a subrecipient, or any third party, and the activity needs to be undertaken in order to use these award funds, this condition must first be met. The activities covered by this condition are:

a. New construction;

b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;

c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;

d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and

e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at https://bja.gov/Funding/nepa.html, for programs relating to methamphetamine laboratory operations.

Application of This Condition to Recipient's Existing Programs or Activities: For any of the recipient's or its subrecipients' existing programs or activities that will be funded by these award funds, the recipient, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

## 45

Establishment of trust fund

If award funds are being drawn down in advance, the recipient (or a subrecipient, with respect to a subaward) is required to establish a trust fund account. Recipients (and subrecipients) must maintain advance payments of federal awards in interest-bearing accounts, unless regulatory exclusions apply (2 C.F.R. 200.305(b)(8)). The trust fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant Program (JAG). The recipient also agrees to obligate the award funds in the trust fund (including any interest earned) during the period of performance for the award and expend within 90 days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to OJP at the time of closeout.

## 46

All State and Local JAG recipients must submit quarterly Federal Financial Reports (SF-425). Additionally, State JAG and Local JAG Category Two ($25K or more) must submit semi-annual performance reports through JustGrants and Local JAG Category One (Less than $25K) must submit annual performance reports through JustGrants. Consistent with the Department's responsibilities under the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, the recipient must provide

data that measure the results of its work. The recipient must submit quarterly performance metrics reports through BJA's Performance Measurement Tool (PMT) website (www.bjaperformancetools.org). For more detailed information on reporting and other JAG requirements, refer to the JAG reporting requirements webpage. Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation.

## 47

Required data on law enforcement agency training

Any law enforcement agency receiving direct or sub-awarded funding from this JAG award must submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.

## 48

Expenditures prohibited without waiver

No funds under this award may be expended on the purchase of items prohibited by the JAG program statute, unless, as set forth at 34 U.S.C. 10152, the BJA Director certifies that extraordinary and exigent circumstances exist, making such expenditures essential to the maintenance of public safety and good order.

## 49

Authorization to obligate (federal) award funds to reimburse certain project costs incurred on or after October 1, 2021

The recipient may obligate (federal) award funds only after the recipient makes a valid acceptance of the award. As of the first day of the period of performance for the award (October 1, 2021), however, the recipient may choose to incur project costs using non-federal funds, but any such project costs are incurred at the recipient's risk until, at a minimum-- (1) the recipient makes a valid acceptance of the award, and (2) all applicable withholding conditions are removed by OJP (via an Award Condition Modification (ACM)). (A withholding condition is a condition in the award document that precludes the recipient from obligating, expending, or drawing down all or a portion of the award funds until the condition is removed.)

Except to the extent (if any) that an award condition expressly precludes reimbursement of project costs incurred "at-risk," if and when the recipient makes a valid acceptance of this award and OJP removes each applicable withholding condition through an Award Condition Modification (ACM), the recipient is authorized to obligate (federal) award funds to reimburse itself for project costs incurred "at-risk" earlier during the period of performance (such as project costs incurred prior to award acceptance or prior to removal of an applicable withholding condition), provided that those project costs otherwise are allowable costs under the award.

## 50

If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS. No profiles generated under this award may be entered or uploaded into any non-governmental DNA database without prior express written approval from BJA. Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS. Booking agencies should work with their state CODIS agency to ensure all requirements are met for participation in Rapid DNA (see National Rapid DNA Booking Operational Procedures Manual).

Load more

☐ *I have read and understand the information presented in this section of the Federal Award Instrument.*

## Award Acceptance

**Declaration and Certification to the U.S. Department of Justice as to Acceptance**

By checking the declaration and certification box below, I--

A. Declare to the U.S. Department of Justice (DOJ), under penalty of perjury, that I have authority to make this declaration and certification on behalf of the applicant.

B. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this award acceptance: (1) I have conducted or there was conducted (including by applicant's legal counsel as appropriate and made available to me) a diligent review of all terms and conditions of, and all supporting materials submitted in connection with, this award, including any assurances and certifications (including anything submitted in connection therewith by a person on behalf of the applicant before, after, or at the time of the application submission and any materials that accompany this acceptance and certification); and (2) I have the legal authority to accept this award on behalf of the applicant.

C. Accept this award on behalf of the applicant.

D. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material representation; and (2) I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

### Agency Approval

| Title of Approving Official | Name of Approving Official | Signed Date And Time |
|---|---|---|
| Deputy Assistant Attorney General | Maureen Henneberg | 2/2/23 9:04 AM |

### Authorized Representative

☐

**Entity Acceptance**

Title of Authorized Entity Official

County Judge

Signed Date And Time

___

**Commissioners Court - Regular Session** **46.**

**Meeting Date:** 02/28/2023

Approval of Professional Services Agreement for Psychological Services with Brandy P. Miller Ph.D, PC for the for the Sheriff's Office

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

**Department:** Purchasing

**Agenda Category:** Regular Agenda Items

## Information

### Agenda Item

Discuss, consider and take appropriate action on approving the agreement between Brandy P. Miller, Ph.D., PC and Williamson County for Psychological Services for the Williamson County Sheriff's Office in the annual not-to-exceed amount of $15,0000 and exempting this agreement from competitive bidding requirements as per Texas Local Government Code 262.024 (a)(4) a personal or professional service, and authorizing execution of the agreement attached.

### Background

Approval of this item will support the operations of the Williamson County Sheriff's Office. Dr. Brandy P Miller, Ph.D., P.C., will provide professional psychological and counseling services to assist employees or officers that work for the Williamson County Sheriff's Office. Provider will be compensated at a rate of $300.00 per treatment session to include telephone, video conferencing or in person methods. In the event that Dr. Miller or a mental health provider within the network is subpoenaed to testify the hourly rate shall be $300.00. Fees under this agreement are subject to budget and available funding for each fiscal year. The fees under this agreement shall be subject to a not-to-exceed amount of fifteen thousand dollars ($15,000.00) for each county fiscal year. Initial term will end 9-30-2023 and may be extended for two (2) additional twelve (12) month periods. This expenditure will be charged to 01.0100.2004.004100. Department contact is Susan Carmack or Terri Countess.

## Fiscal Impact

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

## Attachments

Agreement

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing (Originator) | Joy Simonton | 02/23/2023 09:42 AM |
| County Judge Exec Asst. | Becky Pruitt | 02/23/2023 06:01 PM |
| Form Started By: Kim Chappius | | Started On: 12/21/2022 08:56 AM |
| Final Approval Date: 02/23/2023 | | |

# PROFESSIONAL SERVICE AGREEMENT
# FOR
# SAFEGUARD PSYCHOLOGICAL SERVICES
# FOR
# THE WILLIAMSON COUNTY SHERIFF'S OFFICE

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This Professional Services Agreement for the Williamson County Sheriff's Office ("Agreement") is entered into between Williamson County, Texas, hereinafter referred to as COUNTY, and Brandy P Miller, Ph.D., P.C., hereinafter referred to as PROVIDER, for the purpose of providing professional psychological and counseling services related to treatment of trauma, crisis intervention, and various therapeutic modalities to assist employees or officers dealing with work-related mental health crises or clinically significant symptoms that could negatively impact employee's or officers' work for the Williamson County Sheriff's Office ("WCSO"), 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 coordination and provision of psychological treatment services to WCSO employees and provide psychological consulting services to the WCSO administration as needed. PROVIDER will maintain the network of mental health providers and assure that each provider is appropriately qualified, licensed, and experienced. PROVIDER may also provide treatment services directly. PROVIDER will be available for consultation on escalated issues and to educate or inform employees or officers on mental health matters. PROVIDER will manage the invoicing and payment to all mental health providers. All services provided by PROVIDER and professionals shall be performed according to the regularly accepted standards for such services in the State of Texas and all applicable federal and state statutes and regulations

## II.
## TERM

This initial term under 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. This Agreement shall have two (2) 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 Williamson County Commissioners Court and elected official for FY2026.

## III.
## COST AND PAYMENT

PROVIDER will be compensated based on the following fees:

- Pre-employment psychological evaluations- $300.00
- Annual wellness evaluations - $250.00
- Fitness for duty evaluations - $1,800.00

Sessions may be completed via remote electronic methods including telephone or videoconferencing or in-person as determined by the needs of the treatment provider and patient. The fees under this Agreement shall be subject to a not-to-exceed amount of fifteen thousand dollars ($15,000.00) for each county fiscal year.

In the event that PROVIDER or a mental health provider within the network is subpoenaed to testify at a hearing, trial, deposition, or other legal proceeding, the hourly rate shall be $300. COUNTY agrees to pay PROVIDER for time spent in legal proceedings regardless of which party issues the subpoena or requires PROVIDER or the mental health professional to testify. The time for which PROVIDER or the mental health professional will be compensated includes, but is not limited to, preparation, record interview, waiting time, and time spent testifying in a hearing, trial, or deposition.

**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. In the event of further lockdowns or shelter-in-place orders related to COVID19 or any other communicable diseases or pandemic, if PROVIDER is able to provide services under this agreement by way of telephone, teleconference, or remote electronic means, this paragraph will not apply to relieve PROVIDER of the obligation to provide services or to relieve COUNTY of the obligation to pay for services provided as set forth in 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 payment for services rendered by PROVIDER and goods actually received as of 5:00 pm on the termination date.

## 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: Brandy P. Miller, Ph.D., PC
Attn: Brandy P. Miller, Ph. D.
2301 Bagdad Rd., Suite 104
Cedar Park, TX 78613

## 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:

Brandy Miller PhD
Brandy P. Miller, Ph.D., PC

Date: February 6, 2023

**Commissioners Court - Regular Session** **47.**

**Meeting Date:** 02/28/2023

Interlocal Agreement for the Southwest Williamson County Regional Park Water Meter Relocation Project

**Submitted For:** Russell Fishbeck **Submitted By:** Russell Fishbeck, Parks

**Department:** Parks

**Agenda Category:** Regular Agenda Items

## Information

### Agenda Item

Discuss, consider and take appropriate action on approving the Interlocal Agreement (ILA) between Williamson County and the City of Round Rock relating to the Southwest Williamson County Regional Park water meter relocation project and authorizing execution of the ILA.

### Background

Approval of this ILA will authorize Williamson County to cost-share with the City of Round Rock to relocate the existing water meter onto County owned property to help ensure sufficient and accurate calculation of water supply to the park. Maximum cost to Williamson County is $40,000. Funding source is 01-0100-0509-004509. The agreement was reviewed and approved by Williamson County Legal and Contract Audit. This agreement was approved by the City of Round Rock Council on February 9, 2023. Points of contact: Angel Gomez – Facilities Department and Russell Fishbeck – Parks Department.

## Fiscal Impact

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

## Attachments

ILA for Southwest Williamson County Regional Park water meter relocation project

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Becky Pruitt | 02/21/2023 09:53 AM |
| Form Started By: Russell Fishbeck | | Started On: 02/19/2023 06:56 AM |
| Final Approval Date: 02/21/2023 | | |

ROUND ROCK TEXAS
ADMINISTRATION

**Mayor**
Craig Morgan

**Mayor Pro-Tem**
Rene Flores

**Councilmembers**
Michelle Ly
Matthew Baker
Frank Ortega
Kristin Stevens
Hilda Montgomery

**City Manager**
Laurie Hadley

**City Attorney**
Stephanie Sandre

February 9, 2023

Williamson County Judge
Attn: William Gravell, Jr.
710 Main Street
Georgetown, TX 78626

Dear Mr. Gravell Jr.:

On February 9, 2023, the Round Rock City Council approved Resolution No. R-2023-046 which approved the Interlocal Agreement between Williamson County and the City of Round Rock, Texas regarding the Southwest Williamson County Regional Park Water Meter Relocation Project.

Enclosed is an original resolution. Please sign and **return Page 5** back to me using the self-addressed envelope provided.

If you have any questions, please feel free to contact Michael Thane, Utilities and Environmental Services Director at 512-218-3236.

Sincerely,

Meagan Spinks
City Clerk

cc: R-2023-046

**INTERLOCAL AGREEMENT REGARDING**
**THE SOUTHWEST WILLIAMSON COUNTY REGIONAL**
**PARK WATER METER RELOCATION PROJECT**

**THIS INTERLOCAL AGREEMENT REGARDING THE SOUTHWEST WILLIAMSON COUNTY REGIONAL PARK WATER METER RELOCATION PROJECT** is entered into between the City of Round Rock, ("**Round Rock**") and Williamson County ("**Wilco**"). In this Agreement, Round Rock and Wilco are sometimes individually referred to as "**Party**" and collectively referred to as "**Parties**".

**Recitals**

**WHEREAS**, the City has an existing water meter located near the intersection of FM 1431 and CR 175 as depicted as "Old Meter Location" on Exhibit "A" that provides water service to the Williamson County Park; and

**WHEREAS**, the Parties now wish to relocate the water meter to the "Proposed Meter Location" depicted on Exhibit "A": and

**WHEREAS**, the Parties also wish to install an above ground reduced pressure backflow device at the Proposed Meter Location; and

**WHEREAS,** the purpose of this Agreement is to set forth the terms and conditions of the relocation of the water meter and the installation of the reduced pressure backflow device;

**NOW, THEREFORE,** in consideration of the foregoing premises and the mutual promises and agreements of the Parties contained in this Agreement, the Parties agree as follows:

**I.**
**DEFINITIONS**

When used in this Agreement, capitalized terms not otherwise defined shall have the meanings set forth below:

**1.01** "Agreement" means this Interlocal Agreement Regarding the Southwest Williamson County Regional Park Water Meter Relocation Project.

**1.02** "Effective Date" means the date of the last Party's execution of this Agreement.

**1.03** "Party" or "Parties" means Round Rock and/or Wilco, individually or collectively, as applicable.

**1.04** "Project" means the relocation of the existing water meter from the "Old Meter Location" and the installation of a six-inch water meter, vault, and an above ground reduced pressure backflow device at the Proposed Meter Location as depicted on Exhibit "A".


R-2023-046

**1.05** "Project Cost" means all costs and expenses incurred by the Parties in furtherance of the Project.

**1.06** "Round Rock" means the City of Round Rock, Texas.

**1.07** "Wilco" means Williamson County, Texas

## II.
## AGREEMENT AND OBLIGATIONS OF THE PARTIES; PROJECT COSTS

**2.01 General.** The purpose of this Agreement is to provide for the Parties' agreement and obligations as to the Project.

**2.02 Installation.** Round Rock hereby agrees to design, install, and construct, a six-inch water meter, vault, and an above ground reduced pressure backflow device at the proposed meter location as depicted on Exhibit "A". Construction of the Project shall be completed on or before September 30, 2023.

**2.03 Payment of Project Costs.**

(a) Wilco agrees to pay up to $40,000 to Round Rock as its share of Project Costs. Round Rock will invoice Wilco for its portion of the cost once the construction of the Project is fully completed and operational.

(b) Round Rock agrees to pay all Project Costs in excess of Wilco's $40,000 contribution.

## III.
## NEW METER AND BACKFLOW DEVICE

**3.01 Location.** The new water meter and backflow device will be installed on the property owned by Wilco at a location that is mutually agreeable to the Parties.

**3.02 Easement.** Wilco will convey to the City, at no cost, one or more water utility easements to accommodate the water line, and the new water meter. Round Rock shall provide, at its cost, the necessary survey describing the location of the water utility easement.

**3.03 Backflow Device.** After testing that evidences proper functioning and operation, the backflow device will be owned, operated, and maintained by Wilco.

## IV.
## GENERAL PROVISIONS

**4.01. Authority.** This Agreement is made in part under the authority conferred in Chapter 791, *Texas Government Code* and Section 552.001, *Texas Local Government Code*.

**4.02. Severability.** The provisions of this Agreement are severable and, if any provision of this Agreement is held to be invalid for any reason by a court or agency of competent

jurisdiction, the remainder of this Agreement will not be affected, and this Agreement will be construed as if the invalid portion had never been contained herein.

**4.03. Payments from Current Revenues.** Any payments required to be made by a Party under this Agreement will be paid from current revenues or other funds lawfully available to the Party for such purpose. The obligation of Parties to make payments to Round Rock will not constitute a general obligation or indebtedness of the Parties that obligate a Party to levy or pledge any revenue from taxes.

**4.04. 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 the goods or services are received under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date Wilco's 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 the 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.

**4.05. Cooperation.** The Parties agree to cooperate at all times in good faith to effectuate the purposes and intent of this Agreement.

**4.06. Entire Agreement.** Except as otherwise expressly provided herein, this Agreement contains the entire agreement of the Parties regarding the sharing of costs for the Project Consulting Services and supersedes all prior or contemporaneous understandings or representations, whether oral or written, regarding the subject matter. The Parties confirm that further agreements regarding the Project are contemplated and will not be affected or limited by this Agreement.

**4.07. Amendments.** Any amendment of this Agreement must be in writing and will be effective if signed by the authorized representatives of the Parties.

**4.08. Applicable Law; Venue.** This Agreement will be construed in accordance with Texas law. Venue for any action arising hereunder will be in Williamson County, Texas.

**4.09. Notices.** Any notices given under this Agreement will be effective if (i) forwarded to a Party by hand-delivery; (ii) transmitted to a Party by confirmed telecopy; or (iii) deposited with the U.S. Postal Service, postage prepaid, certified, to the address of the Party indicated below:

**ROUND ROCK:**

221 East Main Street
Round Rock, Texas 78664
Attn: City Manager
Telephone: (512) 218-5401

| | |
|---|---|
| with copy to: | Stephanie L. Sandre<br>309 E. Main Street<br>Round Rock, Texas 78664-5264<br>Telephone: (512) 255-8877<br>Email: sstephanie@scrrlaw.com |
| **WILLIAMSON COUNTY:** | 710 S. Main Street<br>Georgetown, Texas 78626<br>Attn: William Gravell, Jr.<br>Telephone: (512) 943-1550 |
| with copy to: | Williamson County Parks Department<br>Attn. : Senior Director<br>219 Perry Mayfield<br>Leander, TX 78641 |

**4.10. Force Majeure.** The Parties shall not be deemed in violation of this Agreement if prevented from performing any of their obligations hereunder by reasons for which they are not responsible or circumstances beyond their control. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects. Force majeure shall not relieve the Parties of its obligation to make payment to Round Rock as provided in this Agreement.

**4.11. Independent Contractor**. Each of the Parties shall have the status of an independent contractor hereunder and shall be solely responsible for the proper direction of its employees hereunder and each Party's employees shall not be considered employees or borrowed servants of any of the other parties for any reason.

**4.12. No Third-Party Beneficiaries**. This Agreement shall inure only to the benefit of the Parties and third parties not privy to this Agreement shall not, in any form or manner, be considered a third-party beneficiary of this Agreement.

**4.13. Termination**. This Agreement may be terminated by mutual agreement of the Parties. Any outstanding balance within the Project Fund will be returned proportionally in accordance with the applicable percentages. The Parties shall then work cooperatively with due diligence to determine how to address existing and future wastewater treatment capacity issues.

**4.14. Default.** In the event that one Party believes that the other Party is in default of any of the provisions in this agreement, the non-defaulting party will make written demand to cure to the defaulting party and give the defaulting party up to thirty days to cure the default or, if the curative action cannot reasonably be completed within thirty days, the defaulting party will commence the curative action within thirty days and thereafter diligently pursue the curative action to completion. This period must pass before the non-defaulting party may initiate any remedies available to the non-defaulting party due to such default. The non-

defaulting party shall mitigate direct or consequential damages arising from any default to the extent reasonably possible under the circumstances. The parties agree that they will use their best efforts to resolve any disputes and may engage in non-binding arbitration or other alternative dispute resolution methods as recommended by the laws of the State of Texas before initiating any lawsuit to enforce their rights under this agreement. Nothing in this agreement shall be construed to limit either party's right to recover damages or to seek other appropriate curative remedies if a breach of contract action is filed by a non-defaulting party to this Agreement.

**4.15. Wilco's Right to Audit.** Round Rock agrees that Wilco 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 Round Rock which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Round Rock agrees that Wilco shall have access during normal working hours to all necessary Round Rock facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. Wilco shall give Round Rock reasonable advance notice of intended audits.

**4.16. Counterparts. Effect of Partial Execution.** This Agreement may be executed simultaneously in multiple counterparts, each of which will be deemed an original, but all of which will constitute the same instrument.

**4.17. No Waiver of Immunities or Defenses.** Nothing in this Agreement shall be deemed to waive, modify or amend any immunity or legal defense available at law or in equity to the Parties, their past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party.

**4.18. Authority**. Each Party represents and warrants that it has the full right, power and authority to execute this Agreement.

**4.19. No Additional Fees.** The relocation and installation of the Project will not result in any additional monthly fees to Wilco.

**WILLIAMSON COUNTY:**

By:_____
Bill Gravell, Jr., County Judge

Date: _____

**CITY OF ROUND ROCK:**

**ATTEST:**

By: _____
Craig Morgan, Mayor

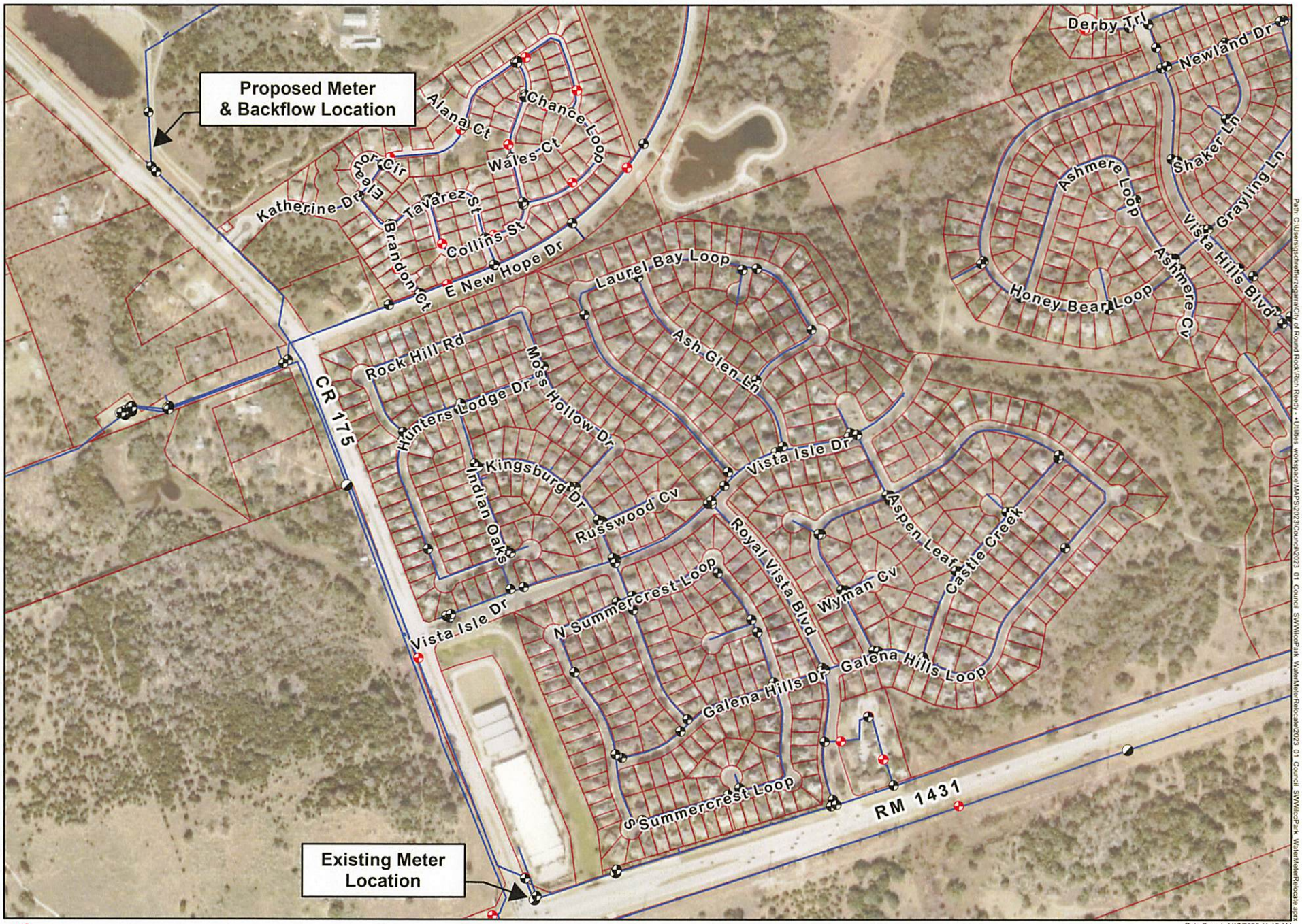
Meagan Spinks, City Clerk

Date: 2/9/2023

**APPROVED AS TO FORM:**

By: _____
Stephanie Sandre, City Attorney

**EXHIBIT A**
(Map of Project)




Date Saved: 1/17/2023 11:15 AM

ROUND ROCK TEXAS
UTILITIES AND ENVIRONMENTAL SERVICES

# WATER METER RELOCATION

## SOUTHWEST WILLIAMSON COUNTY REGIONAL PARK

**Commissioners Court - Regular Session** **48.**

**Meeting Date:** 02/28/2023

Approval of the Purchase of a Caterpillar Inc. Paving and Compaction Machine from Holt Cat for Southwest Regional Park for Parks Department

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

**Department:** Purchasing

**Agenda Category:** Regular Agenda Items

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**Information**

**Agenda Item**

Discuss, consider, and take appropriate action on approving the purchase of one (1) new Caterpillar Inc. Model: CB2.7GC Paving and Compaction machine, from Holt Cat, in the amount of $57,410.00 pursuant to Sourcewell Co-Op Contract #032119-CAT and authorizing the purchase.

**Background**

Approval of this item will support the operations of the Williamson County Southwest Regional Park. Requisition #131152 was submitted along with a quote from Holt Cat in the amount of $57,410.00. The quote includes the utility compactor with standard equipment and additional machine specifications as listed on the quote. The purchase includes a standard warranty for twelve (12) months with unlimited hours. A new machine delivery specialist provided by the vendor shall will provide full machine operation and maintenance demonstration on site. Funding source is 01.0100.3103.005003. Point of contract is Benita Bonner.

---

**Fiscal Impact**

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

**Attachments**

Quote

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing (Originator) | Joy Simonton | 02/23/2023 09:23 AM |
| County Judge Exec Asst. | Becky Pruitt | 02/23/2023 06:28 PM |
| Form Started By: Stephanie Robles | | Started On: 02/22/2023 03:54 PM |
| Final Approval Date: 02/23/2023 | | |

DATE: Jan 24, 2023
QUOTE #[redacted]

**WILLIAMSON COUNTY FLEET**

**Kell, Jeffrey**
512.917.3277

3151 SE INNER LOOP STE B
GEORGETOWN, TEXAS 78626-6343

**One (1) New Caterpillar Inc Model: CB2.7GC Paving and Compaction with all standard equipment in addition to the additional specifications listed below:**

| | |
|---|---|
| SALE PRICE | $57,410.00 |
| EXT WARRANTY | Included |
| **TOTAL PRICE** | **$57,410.00** |
| **SUB TOTAL** | **$57,410.00** |
| **TOTAL PURCHASE PRICE** | **$57,410.00** |

**WARRANTY**

**Standard Warranty:** **12 Month/Unlimited Hours Total Machine**

**Sourcewell # 032119-CAT**

**Price includes: Holt Cat New Machine Delivery Specialist providing full machine operation and maintenance demonstration at your site. Also train operators includes Safety.**

**Delivery: 3-6 months depending on time of Factory order. Subject to change**

**NOTES**

**Extended Warranty Powertrain, Hydraulics, Technology ADD:**
**36 month/1500 hours - $750.00**
**48 months /2000 hours - $1,375.00**
**60 months//2000 hours - $1,785.00**

DATE: Jan 24, 2023QUOTE #:Quote [redacted]

**MACHINE SPECIFICATIONS**

| DESCRIPTION | REF.# |
|---|---|

| DESCRIPTION | REF.# |
|---|---|
| TFR/QP1/ROPS/48" | 547-4537 |
| LANE 3 ORDER | 0P-9003 |
| ENGINE, CAT C1.7T | 564-8160 |
| HYDRAULICS, STD | 559-1655 |
| LIGHTS, WORKING, LED | 568-5154 |
| SWITCH, BATTERY DISCONNECT | 565-3708 |
| SEAT, WITH SAFETY SWITCH | 573-5962 |
| SUPPORT, FIXED FOR SEAT | 364-2278 |
| SEAT BELT, 3" | 542-6995 |
| ROPS, FOLDABLE, LOCKABLE | 574-6088 |
| TRAVEL CONTROL, COVER | 432-8451 |
| PRODUCT LINK, CELLULAR PL243 | 577-1414 |
| SINGLE POINT LIFT | 574-6034 |
| GUARDS, BUMPER | 569-8093 |
| DRUM SCRAPER, FIXED | 603-5914 |
| OIL, HYD, STANDARD | 574-6039 |
| INSTRUCTIONS, ANSI | 574-6030 |
| SERIALIZED TECHNICAL MEDIA KIT | 421-8926 |
| LIGHTS, WARNING (W/O CANOPY) | 575-4457 |
| CERTIFICATE OF ORIGIN | 0F-5109 |
| ROLL ON-ROLL OFF | 0G-0044 |
| PREPARATION FOR INSPECTION | 0P-2046 |
| LANE 3 ORDER | 0P-9003 |
| ENGINE, CAT C1.7T | 564-8160 |
| HYDRAULICS, STD | 559-1655 |
| LIGHTS, WORKING, LED | 568-5154 |
| SWITCH, BATTERY DISCONNECT | 565-3708 |
| SEAT, WITH SAFETY SWITCH | 573-5962 |
| SUPPORT, FIXED FOR SEAT | 364-2278 |
| SEAT BELT, 3" | 542-6995 |
| ROPS, FOLDABLE, LOCKABLE | 574-6088 |
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| PRODUCT LINK, CELLULAR PL243 | 577-1414 |
| SINGLE POINT LIFT | 574-6034 |
| GUARDS, BUMPER | 569-8093 |
| DRUM SCRAPER, FIXED | 603-5914 |
| OIL, HYD, STANDARD | 574-6039 |
| INSTRUCTIONS, ANSI | 574-6030 |
| SERIALIZED TECHNICAL MEDIA KIT | 421-8926 |
| LIGHTS, WARNING (W/O CANOPY) | 575-4457 |
| CERTIFICATE OF ORIGIN | 0F-5109 |
| ROLL ON-ROLL OFF | 0G-0044 |
| PREPARATION FOR INSPECTION | 0P-2046 |

**STANDARD EQUIPMENT**

**POWERTRAIN**

CAT C1.7T diesel engine
-Turbocharged, EPA tier 4 final and EU stage IV certified engine with DOC/DPF aftertreatment
-Gross power per ISO 14396 18.4 kW (24.7 hp) @2200 RPM
-Liquid cooled, direct injection
Aftercooler, air to air (ATAAC)
Fuel filter/water separator/electronic priming pump and electronic water indicator
Dual element air cleaner with dust ejection
3 Engine speeds - idle, med, high
Engine belt guard
Programable auto Idle Shutdown
Aluminum bar plate cooling system
Hydrostatic transmission
Auto warmup cycle
Hydraulic on demand cooling fan
Service and parking brakes - spring applied hydraulically released

**ELECTRICAL**

Engine start switch with auto preheat
12-volt starting and charging system
85-ampere alternator
Maintenance free battery, 750 CCA
Isolated and cooled battery compartment
Backup alarm and front facing warning horn
Product Link ready
Beacon ready
Diagnostic connector
CAT ET Compatible
Labeled and sealed electrical connectors
LED work lights (2 front, 2 rear)

**OPERATOR ENVIRONMENT**

Gauge Cluster:
-Water level gauge
-Fuel level gauge
-Engine coolant temperature gauge
-Hour meter
-Faults
Simple rocker switches
Emergency stop switch
Operator warning system indicators:
-Parking brake engaged
-Operator out of seat
-Hydraulic oil temperature high
-Hydraulic oil restriction
-Engine oil low pressure
-Electrical system voltage low
-Low fuel
-Engine preheat
-Engine emission system
-High/low vibe frequency
-Beacon status
Lockable, vandalism guard for instrument panel
Travel control, single lever
High Vis Orange retractable seatbelt, 76mm (3")
2 platform handrails / single guardrail
Steering wheel spinner
12-volt power point
ROPS
Sealed storage compartment
Isolated operator platform
Vibration reducing, diesel resistant rubber floormat

**DRUMS**

Two smooth drums: 1200 mm (47.2") wide x 720 mm (28.3") diameter and 14 mm (0.55") thick
Single amplitude with dual frequency vibratory system
Automatic vibration control to prevent vibration in neutral
Selection of front drum or both drum vibration
Pressurized drum watering system with selectable continuous or intermittent flow
4 nozzle spray bars
Triple spray system filtration

**FLUIDS**

Premixed 50% concentration of extended life coolant with freeze protection to -37C (-35F)

**OTHER STANDARD EQUIPMENT**

Lockable engine enclosure with safety hold open latch
Lockable external fuel fill
Sealed for life hitch bearings
Sight gauges:
-Hydraulic tank level
-Engine Coolant
Lockable hydraulic tank cap
Articulated frame with safety lock
3 point hitch
4 transport tie-down and 4 lift points
55L (14.5 gal) fuel tank capacity
200L (52.8 gal) water tank capacity
6 Quick connect hydraulic pressure test ports + 1 SOS port
Caterpillar o-ring face-seals couplings
Offset hitch with 50 mm (2") of manual adjustment
Ecology drains:
-Hydraulic Tank
-Radiator
-Engine Oil

**Commissioners Court - Regular Session** **49.**

**Meeting Date:** 02/28/2023

Approval of Extension of Contract #1709-189 for Vending Machine Services with Mcliff Coffee and Vending for Facilities Management

**Submitted For:** Joy Simonton **Submitted By:** Gretchen Glenn, Purchasing

**Department:** Purchasing

**Agenda Category:** Regular Agenda Items

## Information

### Agenda Item

Discuss, consider, and take appropriate action on approving and executing Agreement to Extend Contract #1709-189 for Vending Machine Services with Mcliff Coffee and Vending to 90-day survivability.

### Background

Per Facilities Management request, a ninety (90) day extension to Contract #1709-189 with Mcliff Coffee and Vending is requested for additional time to evaluate the vending services submissions on the new solicitation. The last renewal option will expire on March 04, 2023 with the extended term to expire June 02, 2023. This is a revenue generating service. Point of Contact: Christy Matoska.

## Fiscal Impact

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

## Attachments

Extended Agreement

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing (Originator) | Joy Simonton | 02/23/2023 09:51 AM |
| County Judge Exec Asst. | Becky Pruitt | 02/23/2023 06:15 PM |
| Form Started By: Gretchen Glenn | | Started On: 02/22/2023 09:22 AM |
| Final Approval Date: 02/23/2023 | | |

AGREEMENT TO EXTEND VENDING MACHINE SERVICES

**1709-189**

# Vending Machine Services

Mcliff Coffee and Vending and Williamson County, Texas wish to extend Vending Machine Services Contact 1709-189 with Williamson County for the same, terms and conditions as the existing contract for an additional period of 90 days beginning March 4, 2023 through June 2, 2023. In all other respects, the Contract remains the same and is reaffirmed.

**BY SIGNATURE BELOW, THE PARTIES AGREE TO THE TERMS OF EXTENSION SET OUT HEREIN**

Mcliff Coffee and Vending

Name:David Clayton_____

Title _Sr Key Accounts Manager_____

Signature David Clayton

Date_February 22, 2023_____

Williamson County

Name_____

Signature _____

Date _____

**Commissioners Court - Regular Session** **50.**

**Meeting Date:** 02/28/2023

RFP #23RFP35 Maintenance, Repair, Inspection, & Testing - Environmental Systems Technology

**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 rejecting proposals for RFP #23RFP35 Maintenance, Repair, Inspection, & Testing for Environmental Systems Technology (EST) Brand Devices and request that information related to competition be excepted pursuant to Texas Government Code 552.104 and authorize the Purchasing Agent to advertise and receive sealed proposals under the new RFP #23RFP50.

### Background

It is the recommendation to reject all submissions to RFP #23RFP35 – Maintenance, Repair, Inspection, & Testing for Environmental Systems Technology (EST) Brand Devices to allow for revisions to the specifications that would serve in the best interest of the county and authorize the Purchasing Agent to advertise and receive sealed proposals under the new RFP #23RFP50 Maintenance, Repair, Inspection, & Testing for Environmental Systems Technology (EST) Brand Devices. Estimated budget is $200,000.00. Funding sources are: 01.0100.0509.004500, 01.0100.0509.004509, and 01.0100.0509.004510. The department 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) | Kerstin Hancock | 02/22/2023 02:09 PM |
| Purchasing (Originator) | Joy Simonton | 02/23/2023 09:01 AM |
| County Judge Exec Asst. | Becky Pruitt | 02/23/2023 06:17 PM |
| Form Started By: Gretchen Glenn | | Started On: 02/22/2023 12:37 PM |
| Final Approval Date: 02/23/2023 | | |

**Commissioners Court - Regular Session** **51.**

**Meeting Date:** 02/28/2023

RFP #23RFP36 Maintenance, Repair, Inspection, & Testing - Honeywell Brand Devices RFP #23RFP51

**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 rejecting proposals for RFP #23RFP36 Maintenance, Repair, Inspection, & Testing for Honeywell Brand Devices and request that information related to competition be excepted pursuant to Texas Government Code 552.104 and authorize the Purchasing Agent to advertise and receive sealed proposals under the new RFP #23RFP51.

### Background

It is the recommendation to reject all submissions for RFP #23RFP36 – Maintenance, Repair, Inspection, & Testing for Honeywell Brand Devices to allow for revisions to the specifications that would serve in the best interest of the county and authorize the Purchasing Agent to advertise and receive sealed proposals under the new RFP #23RFP51 Maintenance, Repair, Inspection, & Testing for Honeywell Brand Devices. Estimated budget is $200,000.00. Funding sources are: 01.0100.0509.004500, 01.0100.0509.004509, and 01.0100.0509.004510. The department 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 |
|---|---|---|
| County Judge Exec Asst. | Becky Pruitt | 02/22/2023 02:43 PM |
| Purchasing (Originator) | Joy Simonton | 02/23/2023 09:02 AM |
| County Judge Exec Asst. | Becky Pruitt | 02/23/2023 06:18 PM |
| Form Started By: Gretchen Glenn | | Started On: 02/22/2023 12:54 PM |
| Final Approval Date: 02/23/2023 | | |

**Commissioners Court - Regular Session** **52.**

**Meeting Date:** 02/28/2023

RFP #23RFP37 Maintenance, Repair, Inspection, & Testing - Simplex Grinnell Brand Devices and Issue RFP #23RFP52

**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 rejecting proposals for RFP #23RFP37 Maintenance, Repair, Inspection, & Testing for Simplex Grinnell Brand Devices and request that information related to competition be excepted pursuant to Texas Government Code 552.104 and authorize the Purchasing Agent to advertise and receive sealed proposals under the new RFP #23RFP52.

### Background

It is the recommendation to reject all submissions for RFP #23RFP37 – Maintenance, Repair, Inspection, & Testing for Simplex Grinnell Brand Devices to allow for revisions to the specifications that would serve in the best interest of the county and authorize the Purchasing Agent to advertise and receive sealed proposals under the new RFP #23RFP52 Maintenance, Repair, Inspection, & Testing for Simplex Grinnell Brand Devices. Estimated budget is $200,000.00. Funding sources are: 01.0100.0509.004500, 01.0100.0509.004509, and 01.0100.0509.004510. The department 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 | 02/23/2023 09:02 AM |
| County Judge Exec Asst. | Becky Pruitt | 02/23/2023 06:19 PM |
| Form Started By: Gretchen Glenn | | Started On: 02/22/2023 02:08 PM |
| Final Approval Date: 02/23/2023 | | |

**Commissioners Court - Regular Session** **53.**

**Meeting Date:** 02/28/2023

RFP #23RFP11 Electrical Infrastructure Maintenance & Installation

**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 #23RFP11 Electrical Infrastructure Maintenance & Installation Services “As Needed” Primary to the highest scoring proposers, Allied Electric Services as Primary and to Doyle Electric, LLC as Backup.

### Background

The recommendation from the RFP Evaluation Committee is to award Allied Electric Services as Primary and Doyle Electric, LLC as Backup for the Electrical Infrastructure Maintenance & Installation Services “As Needed” Primary and Backup contract under RFP #23RFP11 for electrical trade services including repair, maintenance, remodeling, and construction services. The solicitation documents and vendor’s response will serve as the contract documents per Legal Department's advice. Initial contract term shall run through 9/30/24 with three (3) 1-year renewals available. Budgeted amount: $500,000.00. Funding Sources: 01.0100.0509.004509, 01.0100.0509.004510. Point of Contact: Christi Stromberg.

## Fiscal Impact

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

## Attachments

Recommendation Letter

Score Sheet

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing (Originator) | Joy Simonton | 02/23/2023 09:18 AM |
| County Judge Exec Asst. | Becky Pruitt | 02/23/2023 06:24 PM |
| Form Started By: Gretchen Glenn | | Started On: 02/22/2023 03:03 PM |
| Final Approval Date: 02/23/2023 | | |

Williamson County Facilities
3101 SE Inner Loop
Georgetown, Texas 78626
512-943-1599
512-930-3313 Fax
facilities@wilco.org

Date: January 25, 2023

To: Williamson County Purchasing Department

Re: 23RFP11 – Electrical Services Solicitation Recommendations

The recommendation from the RFP Evaluation Committee is to award the Electrical Infrastructure Maintenance and Installation Services "As Needed" for Williamson County contract to Allied Electric Services and Doyle Electric, LLC. This evaluation is based on all items outlined in the evaluation criteria in 23RFP11. Proposal pricing are within budget for these services.

Allied Electric Service, headquarter office located in Georgetown, Texas, has been in business since 2004. Allied Electric staff are licensed by Texas Department of Licensing and Regulations ranging from Apprentice to Master Electrician. Allied Electric has worked with Williamson County Facilities Management staff on multiple projects ranging in complexity. Allied demonstrated experience working with multiple municipalities with scope of work that included but not limited to critical infrastructure, schools, kitchens, offices, and emergency response facilities and equipment.

Doyle Electric, LLC headquarters in Marble Falls, Texas and has been in business since 2016. Doyle Electric staff are licensed by Texas Department of Licensing and Regulations ranging from Apprentice to Master Electrician. Presently, Doyle Electric is working with Williamson County Facilities Management staff to provide similar contract services to Williamson County on various projects and has been working directly with Williamson County since 2020. Doyle Electric has extensive experience providing service to include but not limited to commercial and industrial industries, correctional and detention facilities, emergency equipment, and offices.

Williamson County Facilities Management Department recommends that the Williamson County Commissioners Court award the contract to Allied Electrical Services and Doyle Electric, LLC based on the committee's recommendation.

Sincerely,

Dale Butler
Senior Director
Williamson County Facilities Management

**Williamson County 23RFP11 - Electrical Services**

**Evaluation Date 12/19/2022 @ 10:30 am**

| Evaluation Criteria | Max Points | | Allied Electrical Services | Doyle Electric | FAR Group | TDIndustries | The Brandt Companies, LLC |
|---|---|---|---|---|---|---|---|
| Company Information | P/F | | P | P | P | P | P |
| Relevent Experience and Qualifications | 25 | | 22 | 20 | 10 | 10 | 22 |
| Responsiveness | 10 | | 9 | 8 | 5 | 5 | 9 |
| Compensation and Fees | 30 | | 25 | 30 | 18 | 26 | 21 |
| Products, Services & Solutions Offered | 5 | | 5 | 5 | 1 | 1 | 5 |
| Value Added Services | 20 | | 18 | 15 | 12 | 14 | 18 |
| Litigation History | P/F | | P | P | P | P | P |
| References | 10 | | 10 | 3 | 0 | 0 | 3 |
| **Total** | **100** | | **89** | **81** | **46** | **56** | **78** |

**Commissioners Court - Regular Session** **54.**

**Meeting Date:** 02/28/2023

Receive the February 2023 Construction Summary Report and PowerPoint Presentation

**Submitted By:** Marie Walters, Road Bond

**Department:** Road Bond

**Agenda Category:** Regular Agenda Items

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**Information**

**Agenda Item**

Receive the February 2023 Construction Summary Report and PowerPoint Presentation.

**Background**

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**Fiscal Impact**

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

**Attachments**

February 2023 Construction Summary Report

February 2023 PowerPoint Presentation

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Becky Pruitt | 02/23/2023 06:30 PM |
| Form Started By: Marie Walters | | Started On: 02/23/2023 08:48 AM |
| Final Approval Date: 02/23/2023 | | |

# ROAD BOND PROGRAM

## Construction Summary Report

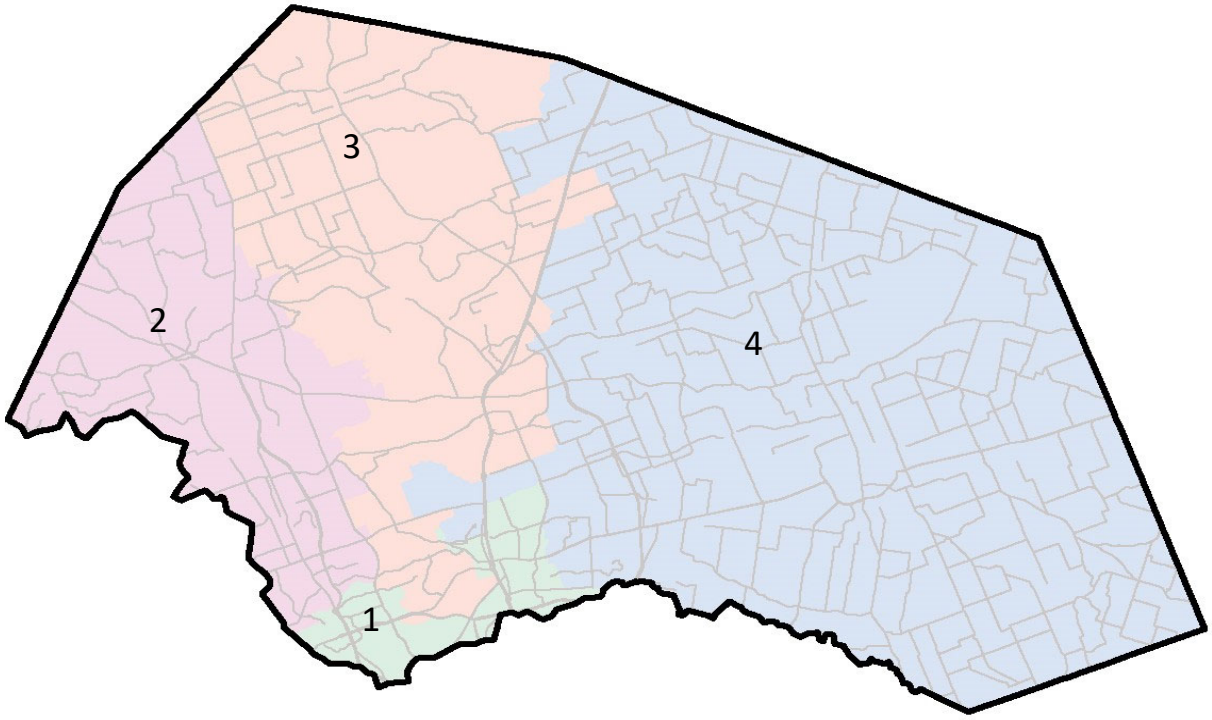
County Judge
Bill Gravell, Jr.

Commissioners
Terry Cook
Cynthia Long
Valerie Covey
Russ Boles

# February 2023

WWW.ROADBOND.ORG

Volume XXII - Issue No.2




**Presented By:** HNTB

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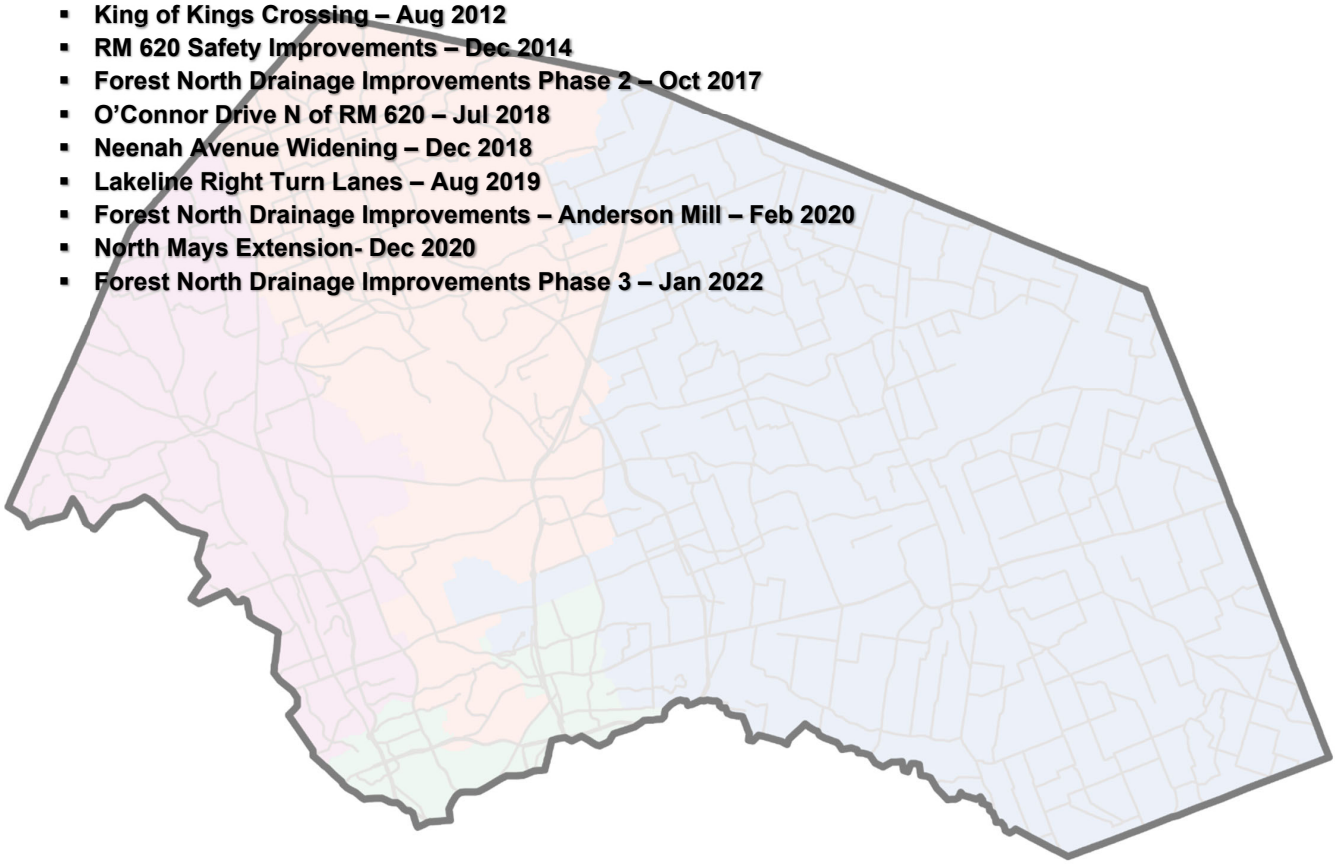
# WILLIAMSON COUNTY
# ROAD BOND PROGRAM

## COMPLETED PROJECTS

CONSTRUCTION SUBSTANTIALLY COMPLETE/OPEN TO TRAFFIC - AS OF JANUARY 2023

### Precinct 1

- **Pond Springs Road (signal) – Apr 2002**
- **McNeil Road, Phase 1 – Jan 2005**
- **McNeil Road, Phase 2 – Feb 2007**
- **RM 620, Phase 1 – Jan 2009**
- **Pond Springs Road – Sep 2010**
- **County Road 174 at Brushy Creek – Jun 2011**
- **O'Connor Drive Extension – Apr 2012**
- **King of Kings Crossing – Aug 2012**
- **RM 620 Safety Improvements – Dec 2014**
- **Forest North Drainage Improvements Phase 2 – Oct 2017**
- **O'Connor Drive N of RM 620 – Jul 2018**
- **Neenah Avenue Widening – Dec 2018**
- **Lakeline Right Turn Lanes – Aug 2019**
- **Forest North Drainage Improvements – Anderson Mill – Feb 2020**
- **North Mays Extension- Dec 2020**
- **Forest North Drainage Improvements Phase 3 – Jan 2022**



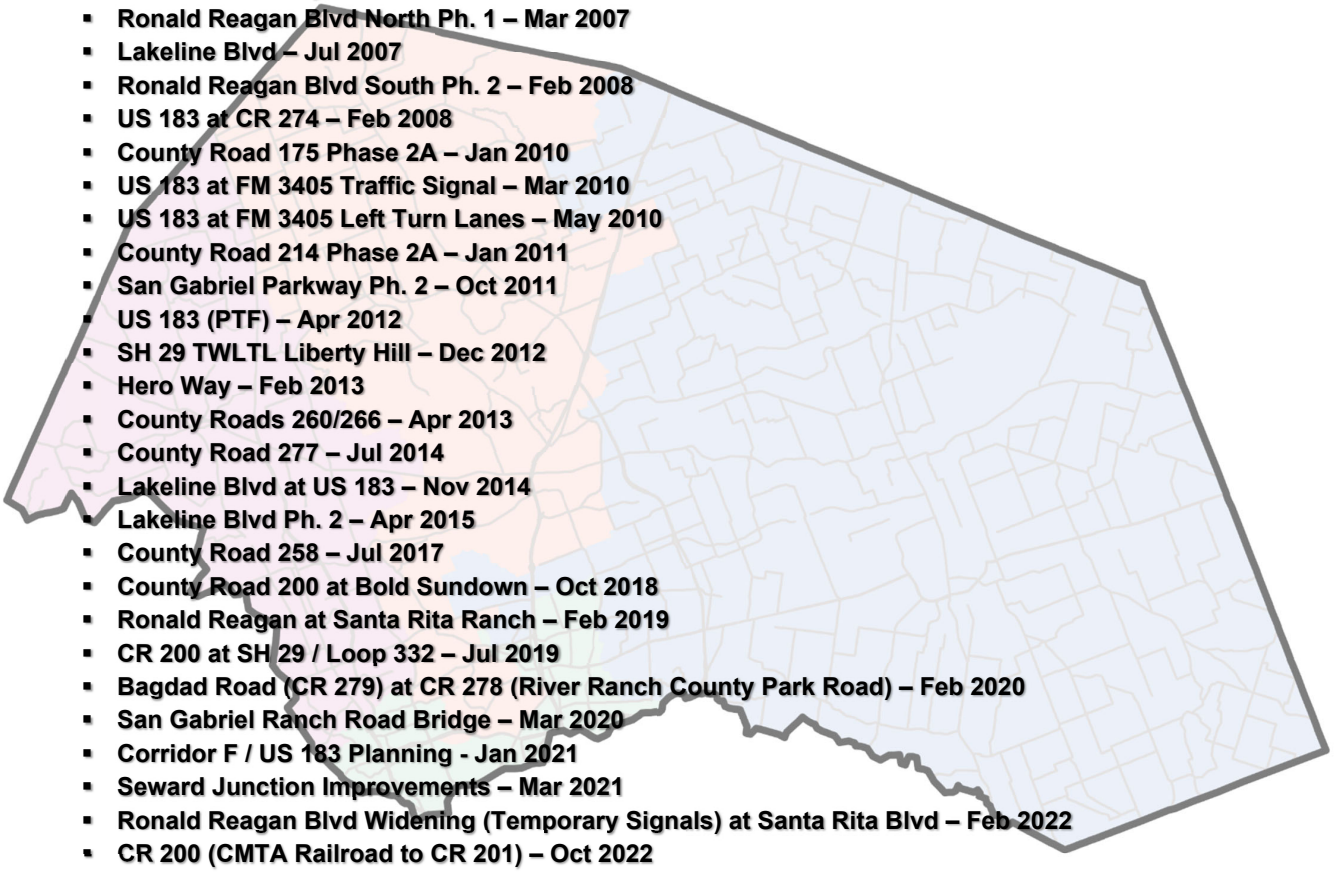
# WILLIAMSON COUNTY
# ROAD BOND PROGRAM

## COMPLETED PROJECTS

CONSTRUCTION SUBSTANTIALLY COMPLETE/OPEN TO TRAFFIC - AS OF JANUARY 2023

### Precinct 2

- **RM 1869 at SH 29 (signal) – Aug 2002**
- **River Bend Oaks – Feb 2003**
- **County Road 175 – Jun 2003**
- **County Road 200 – Sep 2003**
- **Ronald Reagan Blvd, South Ph. 1 – Dec 2004**
- **County Road 214 – Feb 2005**
- **County Road 258 – Sep 2006**
- **San Gabriel Pkwy, Ph. 1 – Feb 2007**
- **Ronald Reagan Blvd North Ph. 1 – Mar 2007**
- **Lakeline Blvd – Jul 2007**
- **Ronald Reagan Blvd South Ph. 2 – Feb 2008**
- **US 183 at CR 274 – Feb 2008**
- **County Road 175 Phase 2A – Jan 2010**
- **US 183 at FM 3405 Traffic Signal – Mar 2010**
- **US 183 at FM 3405 Left Turn Lanes – May 2010**
- **County Road 214 Phase 2A – Jan 2011**
- **San Gabriel Parkway Ph. 2 – Oct 2011**
- **US 183 (PTF) – Apr 2012**
- **SH 29 TWLTL Liberty Hill – Dec 2012**
- **Hero Way – Feb 2013**
- **County Roads 260/266 – Apr 2013**
- **County Road 277 – Jul 2014**
- **Lakeline Blvd at US 183 – Nov 2014**
- **Lakeline Blvd Ph. 2 – Apr 2015**
- **County Road 258 – Jul 2017**
- **County Road 200 at Bold Sundown – Oct 2018**
- **Ronald Reagan at Santa Rita Ranch – Feb 2019**
- **CR 200 at SH 29 / Loop 332 – Jul 2019**
- **Bagdad Road (CR 279) at CR 278 (River Ranch County Park Road) – Feb 2020**
- **San Gabriel Ranch Road Bridge – Mar 2020**
- **Corridor F / US 183 Planning - Jan 2021**
- **Seward Junction Improvements – Mar 2021**
- **Ronald Reagan Blvd Widening (Temporary Signals) at Santa Rita Blvd – Feb 2022**
- **CR 200 (CMTA Railroad to CR 201) – Oct 2022**



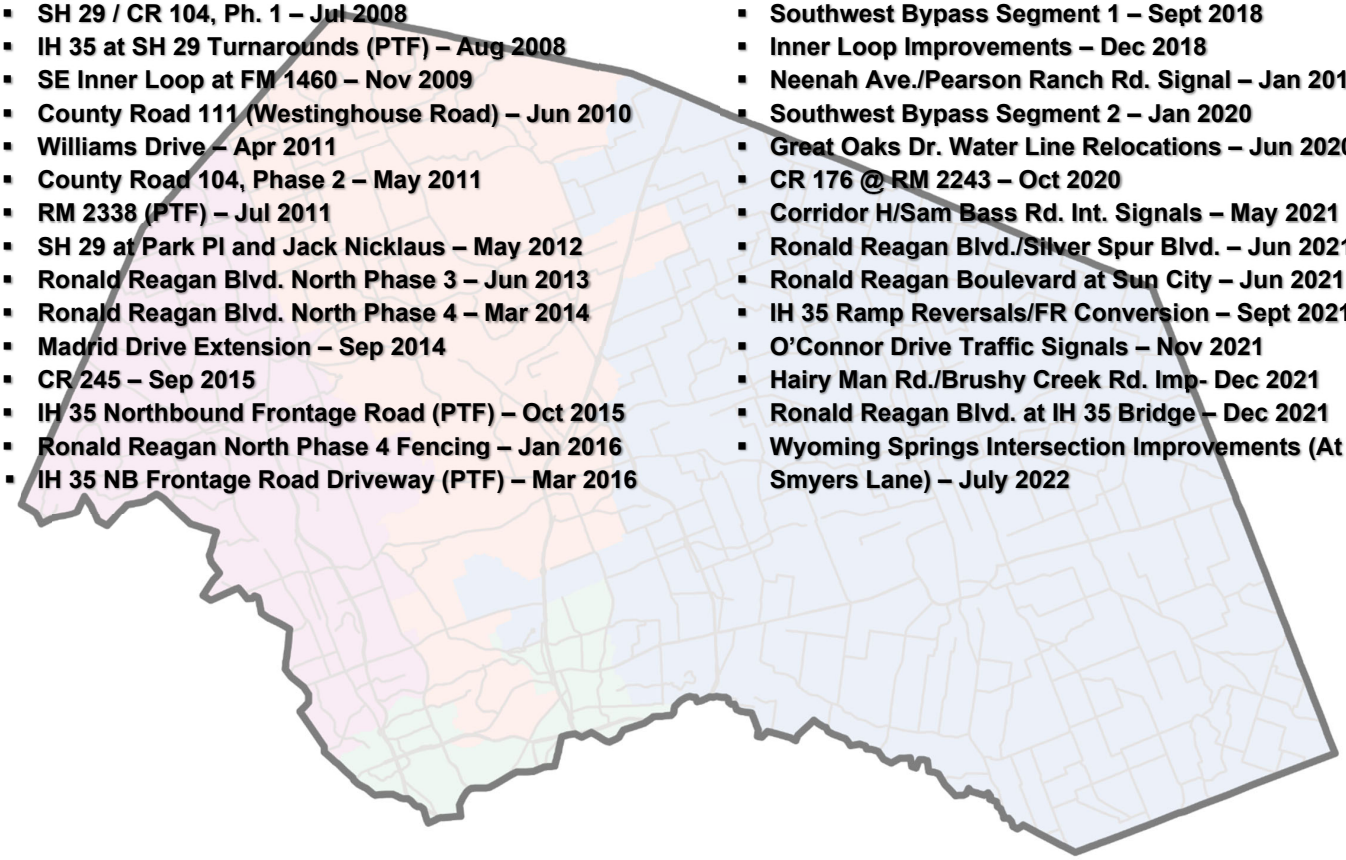
# WILLIAMSON COUNTY
# ROAD BOND PROGRAM

## COMPLETED PROJECTS

CONSTRUCTION SUBSTANTIALLY COMPLETE/OPEN TO TRAFFIC - AS OF JANUARY 2023

### Precinct 3

- Cedar Hollow at SH 29 (signal) – Aug 2002
- Georgetown Inner Loop Project 2 – Aug 2003
- Georgetown Inner Loop Project 1 – Jun 2004
- Georgetown Inner Loop East Extension – Sep 2004
- County Road 152 Bridge Replacement – Sep 2004
- Inner Loop East (CR 151 to Bus 35) – Oct 2005
- Ronald Reagan Blvd North, Ph. 2 – May 2008
- 12" Water Main Relo. for SH 29 Widening – Jun 2008
- SH 29 / CR 104, Ph. 1 – Jul 2008
- IH 35 at SH 29 Turnarounds (PTF) – Aug 2008
- SE Inner Loop at FM 1460 – Nov 2009
- County Road 111 (Westinghouse Road) – Jun 2010
- Williams Drive – Apr 2011
- County Road 104, Phase 2 – May 2011
- RM 2338 (PTF) – Jul 2011
- SH 29 at Park Pl and Jack Nicklaus – May 2012
- Ronald Reagan Blvd. North Phase 3 – Jun 2013
- Ronald Reagan Blvd. North Phase 4 – Mar 2014
- Madrid Drive Extension – Sep 2014
- CR 245 – Sep 2015
- IH 35 Northbound Frontage Road (PTF) – Oct 2015
- Ronald Reagan North Phase 4 Fencing – Jan 2016
- IH 35 NB Frontage Road Driveway (PTF) – Mar 2016
- Southwest Bypass Driveways – Aug 2016
- RM 2243 at Escalera Right Intersection – Aug 2016
- SH 29 at Cedar Hollow Right Int. Imp. – Aug 2016
- Southwest Bypass Access Route – Jul 2017
- Pearson Ranch Road – Oct 2017
- Arterial H Extension Phase I– Feb 2018
- Relo. of Williamson County Regional WL – Apr 2018
- RM 620 Phase 2 – Jul 2018
- Southwest Bypass Segment 1 – Sept 2018
- Inner Loop Improvements – Dec 2018
- Neenah Ave./Pearson Ranch Rd. Signal – Jan 2019
- Southwest Bypass Segment 2 – Jan 2020
- Great Oaks Dr. Water Line Relocations – Jun 2020
- CR 176 @ RM 2243 – Oct 2020
- Corridor H/Sam Bass Rd. Int. Signals – May 2021
- Ronald Reagan Blvd./Silver Spur Blvd. – Jun 2021
- Ronald Reagan Boulevard at Sun City – Jun 2021
- IH 35 Ramp Reversals/FR Conversion – Sept 2021
- O'Connor Drive Traffic Signals – Nov 2021
- Hairy Man Rd./Brushy Creek Rd. Imp- Dec 2021
- Ronald Reagan Blvd. at IH 35 Bridge – Dec 2021
- Wyoming Springs Intersection Improvements (At Smyers Lane) – July 2022



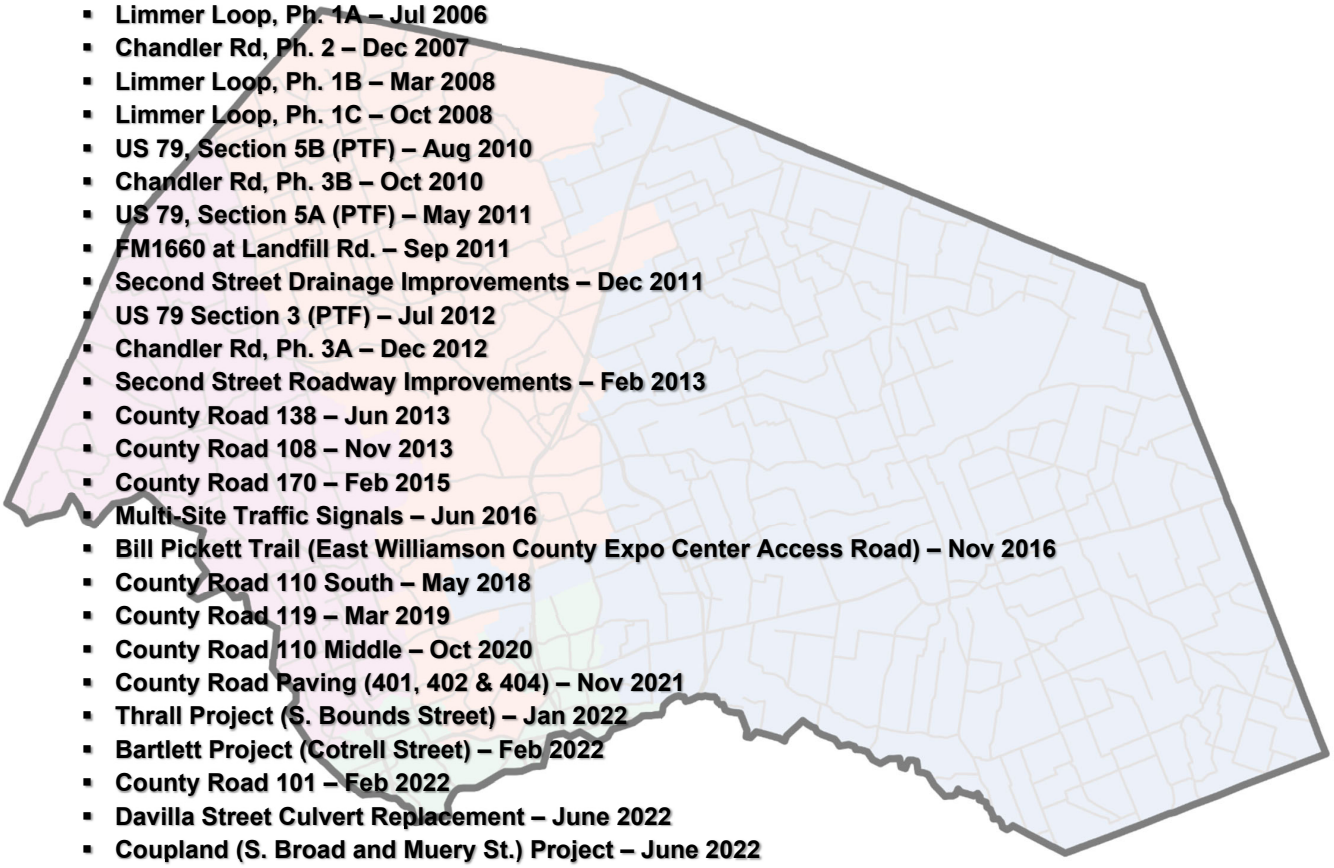
# WILLIAMSON COUNTY
# ROAD BOND PROGRAM

## COMPLETED PROJECTS

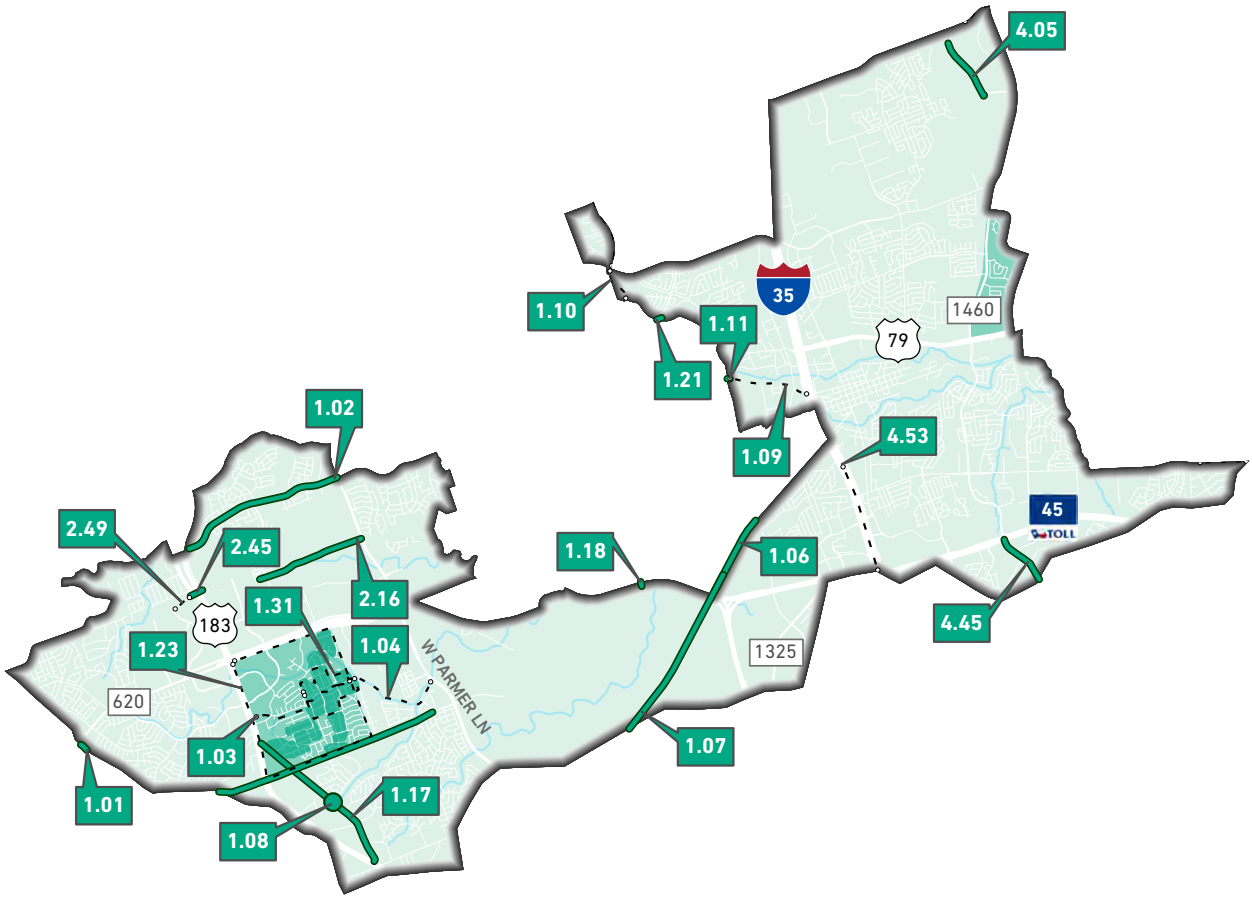
CONSTRUCTION SUBSTANTIALLY COMPLETE/OPEN TO TRAFFIC - AS OF JANUARY 2023

### Precinct 4

- **Bridge Replacements (CR 390, 406 & 427) – Nov 2002**
- **County Road 368 and 369 – Nov 2002**
- **County Road 412 – Aug 2003**
- **County Road 300 and 301 – Dec 2003**
- **County Road 424 Bridge Replacement – Jan 2004**
- **Chandler Rd. Extension, Ph. 1 – Mar 2005**
- **County Road 112, Ph. 1 – Aug 2005**
- **County Road 137 – Oct 2005**
- **Limmer Loop, Ph. 1A – Jul 2006**
- **Chandler Rd, Ph. 2 – Dec 2007**
- **Limmer Loop, Ph. 1B – Mar 2008**
- **Limmer Loop, Ph. 1C – Oct 2008**
- **US 79, Section 5B (PTF) – Aug 2010**
- **Chandler Rd, Ph. 3B – Oct 2010**
- **US 79, Section 5A (PTF) – May 2011**
- **FM1660 at Landfill Rd. – Sep 2011**
- **Second Street Drainage Improvements – Dec 2011**
- **US 79 Section 3 (PTF) – Jul 2012**
- **Chandler Rd, Ph. 3A – Dec 2012**
- **Second Street Roadway Improvements – Feb 2013**
- **County Road 138 – Jun 2013**
- **County Road 108 – Nov 2013**
- **County Road 170 – Feb 2015**
- **Multi-Site Traffic Signals – Jun 2016**
- **Bill Pickett Trail (East Williamson County Expo Center Access Road) – Nov 2016**
- **County Road 110 South – May 2018**
- **County Road 119 – Mar 2019**
- **County Road 110 Middle – Oct 2020**
- **County Road Paving (401, 402 & 404) – Nov 2021**
- **Thrall Project (S. Bounds Street) – Jan 2022**
- **Bartlett Project (Cotrell Street) – Feb 2022**
- **County Road 101 – Feb 2022**
- **Davilla Street Culvert Replacement – June 2022**
- **Coupland (S. Broad and Muery St.) Project – June 2022**
- **CR 404 Hutto Water Line Realignment – Sept 2022**



# 2000/2006 Road Bond Program Projects
# Precinct 1 - Commissioner Cook

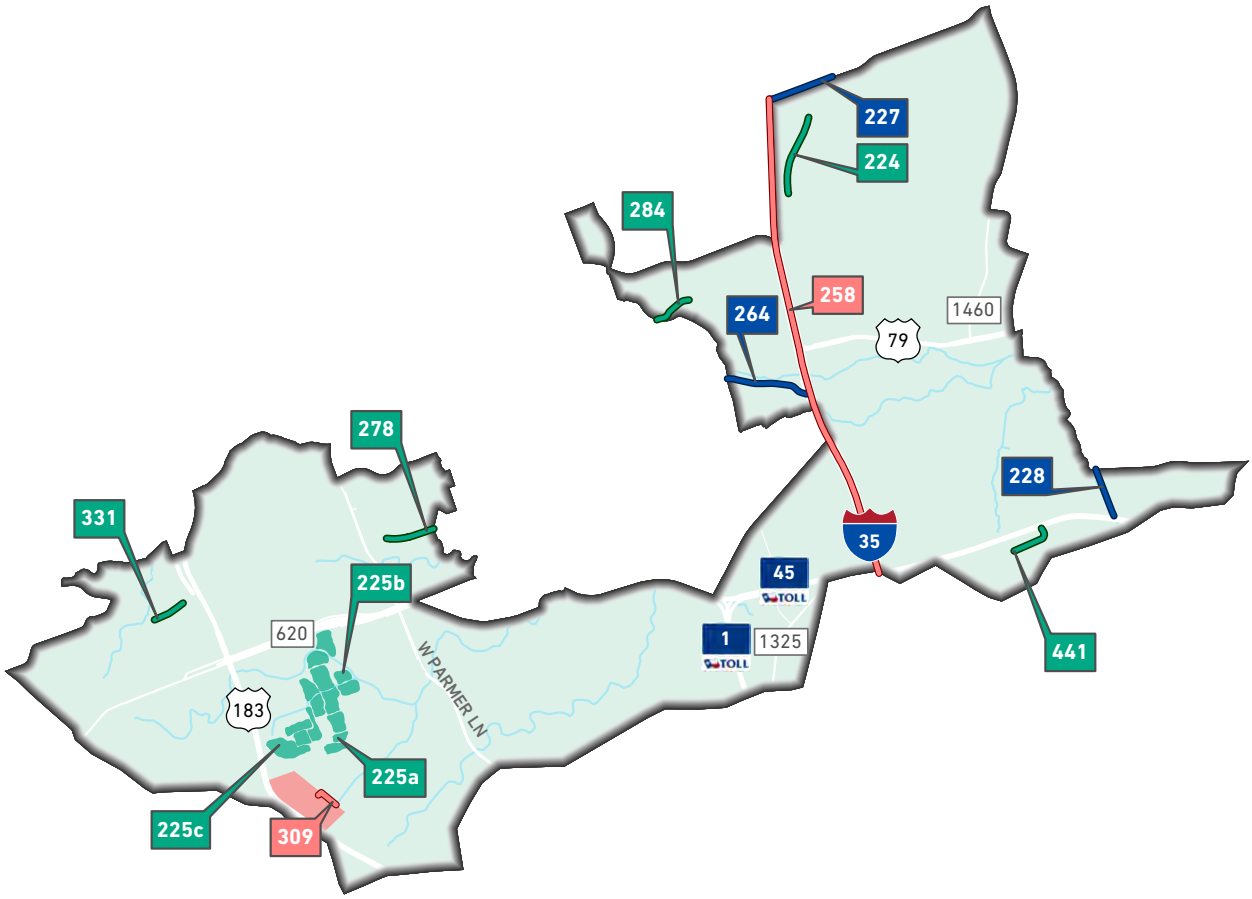



## Completed/Open to Traffic

1.01 Anderson Mill Rd.
1.02 Avery Ranch Blvd. (183 to Parmer Lane)
1.03 Lake Creek Drainage - Phase 1
1.04 Lake Creek Drainage - Phase 2
1.06 McNeil Road - Phase 1
1.07 McNeil Road - Phase 2
1.08 Pond Springs at Turtle Rock Signal
1.09 RM 620 Feasibility
1.10 Wyoming Springs North
1.11 RM 620 Interim Improvements - Phase 1
1.17 Pond Springs Road
1.18 O'Connor Overpass at SH 45
1.21 CR 174 (Hairy Man Rd.) Bridge Rail Rehab
1.23 Forest North Drainage Improvements - Phase 1
1.31 Forest North Drainage Improvements - Phase 2
1.31 Forest North Drainage Improvements - Phase 3
2.16 Lakeline Blvd. (Lyndhurst to Parmer Lane)
2.45 Lakeline Blvd. at US 183
2.49 Lakeline Blvd. Right Turn Lanes
4.05 CR 112 - Phase 1
4.45 CR 170
4.53 IH 35 Operational Analysis

Study

# 2013 ROAD BOND PROGRAM PROJECTS
## Precinct 1 - Commissioner Cook



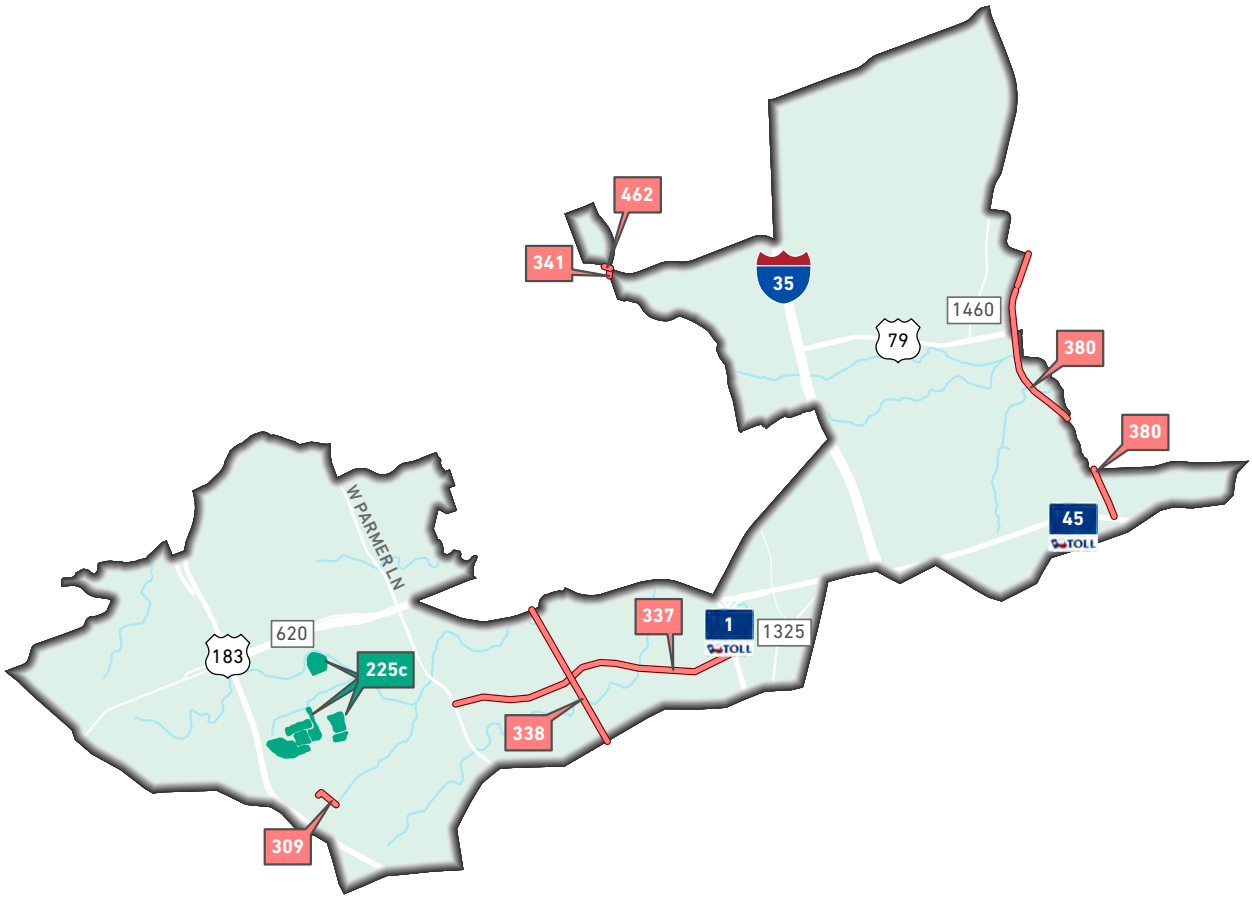

### In Design
258 IH 35 Corridor Operational Analysis (SH 45 to RM 1431)
309 Pond Springs Road Area Drainage Improvements (Pond Springs Road area)

### Under Construction/Bidding
227 University Boulevard Widening (IH 35 to Sunrise Road)
228 Kenney Fort Boulevard Segments 2 and 3 (Forest Creek Boulevard to SH 45)
264 RM 620 at Railroad / Chisholm Trail (IH 35 Frontage Road to Deep Wood Drive)

### Completed/Open to Traffic
224 North Mays Extension (Paloma Drive to Oakmont Drive)
225a Forest North Drainage Improvements Anderson Mill Zone
225b Forest North Drainage Improvements Phase 2
225c Forest North Drainage Improvements Phase 3 (Design)
278 Neenah Avenue Widening (Olive Hill Drive to 0.5 miles east of Olive Hill Drive)
284 Hairy Man Road/Brushy Creek Road Safety Improvements (Brushy Bend to Sam Bass Road)
331 Lakeline Boulevard Right Turn Lanes
441 Roundville Lane (A.W. Grimes Boulevard to EBFR of SH 45)

Study

# 2019 ROAD BOND PROGRAM PROJECTS
## Precinct 1 - Commissioner Cook




### In Design
309 Pond Springs Road Area Drainage Improvements
337 Anderson Mill Road (FM734-Loop1)
338 RM 620/SH 45 intersection to McNeil Road
341 Wyoming Springs Extension (Brightwater Boulevard/Creek Bend to Sam Bass Road)
380 MoKan (University Boulevard to SH 45)
462 Corridor H/Sam Bass Road (RM 1431 to Wyoming Springs Drive)

### Completed/Open to Traffic
225c Forest North Drainage Improvements Phase 3

Study

**North Mays Street Extension Phase 1 (Paloma Drive to Oakmont Drive)**
**Project No. 1810-265** Original Contract Price = $10,775,835.75

| Letting | Award | Notice To Proceed | Begin Work | Substantial Completion | Completion Certificate | | Total Bid Days | Days Added | Total Days |
|---|---|---|---|---|---|---|---|---|---|
| 11/14/2018 | 12/4/2018 | 1/18/2019 | 1/28/2019 | 12/16/2020 | | | 410 | 279 | 689 |

| Invoice Number | Beginning Date | Ending Date | Days Charged | Current Invoice | Invoiced Total | Current Retainage | Total Retainage | % ($) Used | % Time Used |
|---|---|---|---|---|---|---|---|---|---|
| 1 | 1/28/2019 | 1/31/2019 | 4 | $523,139.40 | $523,139.40 | $58,126.60 | $58,126.60 | 5 | 1 |
| 2 | 2/1/2019 | 2/28/2019 | 28 | $2,584.80 | $525,724.20 | $287.20 | $58,413.80 | 5 | 5 |
| 3 | 3/1/2019 | 4/30/2019 | 61 | $102,281.40 | $628,005.60 | $11,364.60 | $69,778.40 | 6 | 13 |
| 4 | 5/1/2019 | 5/31/2019 | 31 | $593,318.74 | $1,221,324.34 | $65,924.30 | $135,702.70 | 12 | 18 |
| 5 | 6/1/2019 | 6/30/2019 | 30 | $188,661.93 | $1,409,986.27 | $20,962.44 | $156,665.14 | 13 | 22 |
| 6 | 7/1/2019 | 7/31/2019 | 31 | $590,007.31 | $1,999,993.58 | $65,556.37 | $222,221.51 | 19 | 27 |
| 7 | 8/1/2019 | 8/31/2019 | 31 | $628,396.35 | $2,628,389.93 | $69,821.82 | $292,043.33 | 25 | 31 |
| 8 | 9/1/2019 | 9/30/2019 | 30 | $2,393,911.61 | $5,022,301.54 | $265,990.17 | $558,033.50 | 47 | 36 |
| 9 | 10/1/2019 | 10/31/2019 | 31 | $724,961.48 | $5,747,263.02 | $80,551.28 | $638,584.78 | 54 | 40 |
| 10 | 11/1/2019 | 11/30/2019 | 30 | $378,890.89 | $6,126,153.91 | $42,098.99 | $680,683.77 | 58 | 45 |
| 11 | 12/1/2019 | 12/31/2019 | 31 | $341,316.16 | $6,467,470.07 | $37,924.02 | $718,607.79 | 61 | 49 |
| 12 | 1/1/2020 | 1/31/2020 | 31 | $258,548.22 | $6,726,018.29 | $28,727.58 | $747,335.37 | 64 | 54 |
| 13 | 2/1/2020 | 2/29/2020 | 29 | $191,886.33 | $6,917,904.62 | $21,320.70 | $768,656.07 | 65 | 58 |
| 14 | 3/1/2020 | 3/31/2020 | 31 | $176,371.44 | $7,094,276.06 | $19,596.83 | $788,252.90 | 67 | 62 |
| 15 | 4/1/2020 | 4/30/2020 | 30 | $395,476.16 | $7,489,752.22 | $43,941.79 | $832,194.69 | 71 | 67 |
| 16 | 5/1/2020 | 5/31/2020 | 31 | $277,797.27 | $7,767,549.49 | $30,866.36 | $863,061.05 | 73 | 71 |
| 17 | 6/1/2020 | 6/30/2020 | 30 | $385,340.38 | $8,152,889.87 | $42,815.60 | $905,876.65 | 77 | 75 |
| 18 | 7/1/2020 | 7/31/2020 | 31 | $418,604.43 | $8,571,494.30 | $46,511.61 | $952,388.26 | 81 | 80 |
| 19 | 8/1/2020 | 8/31/2020 | 31 | $202,731.51 | $8,774,225.81 | $22,525.72 | $974,913.98 | 83 | 84 |
| 20 | 9/1/2020 | 9/30/2020 | 30 | $117,670.32 | $8,891,896.13 | $13,074.48 | $987,988.46 | 84 | 89 |
| 21 | 10/1/2020 | 10/31/2020 | 31 | $305,827.52 | $9,197,723.65 | $33,980.83 | $1,021,969.29 | 87 | 93 |
| 22 | 11/1/2020 | 11/30/2020 | 30 | $190,635.28 | $9,388,358.93 | $21,181.70 | $1,043,150.99 | 89 | 98 |
| 23 | 12/1/2020 | 12/31/2020 | 16 | $338,985.41 | $9,727,344.34 | $37,665.05 | $1,080,816.04 | 92 | 100 |
| 24 | 1/1/2021 | 2/28/2021 | 0 | $165,603.43 | $9,892,947.77 | $18,400.38 | $1,099,216.42 | 94 | 100 |
| 25 | 3/1/2021 | 5/31/2021 | 0 | $1,535,933.64 | $11,428,881.41 | -$1,099,216.42 | $0.00 | 97 | 100 |
| 26 | 6/1/2021 | 12/31/2021 | 0 | $18,800.00 | $11,447,681.41 | $0.00 | $0.00 | 97 | 100 |
| 27 | 1/1/2022 | 5/31/2022 | 0 | $264,978.20 | $11,712,659.61 | $0.00 | $0.00 | 99.67 | 100 |

1/31/2023 Comments - Oncor started switching the luminaires from 25' to 30' and continued coordinating power connection with CORR.

| Change Order Number | Approved | Cost This CO | Total COs |
|---|---|---|---|
| 01 | 5/5/2020 | $0.00 | $0.00 |

4B: Third Party Accommodation. Third party requested work. This Change Order modifies the contract to require that Chandler Creek, LP, a Delaware limited partnership (collectively referred to as "Seller") be an additional insured to Capital Excavation's (Contractor) commercial general liability (CGL) insurance policy and to their commercial auto liability (Auto Liability) insurance policy. Adding the Seller to the Contractor's insurance was in the terms and conditions of the Real Estate Contract between the Chandler Creek, LP and Williamson County. The Real Estate Contract was finalized after the plans were completed.

| Change Order Number | Approved | Cost This CO | Total COs |
|---|---|---|---|
| 02 | 5/5/2020 | $24,898.11 | $ 24,898.11 |

3F: County Convenience. Additional work desired by the County. This Change Order compensates the Contractor for modifications to Driveway #1 that include raising the elevation of the driveway to match the current driveway, improving the driveway by adding 6" of flex base to the pavement section, and using higher strength concrete. The driveway elevation was maintained to minimize the impact of flooding on the driveway access. The improvements were necessary due to the high volume of heavy truck and trailer traffic that uses the driveway.

| Change Order Number | Approved | Cost This CO | Total COs |
|---|---|---|---|
| 03 | 10/6/2020 | $67,872.45 | $ 92,770.56 |

3F: County Convenience. Additional work desired by the County. This Change Order compensates the Contractor for adding electronic portable changeable message boards to provide advance notification of the closure of North Mays, from Jeffery Way to Paloma Drive. The Change Order also adds compensation for the removal of the City of Round Rock Public Safety Training Center sign. Electrical ground boxes and installation of illumination on the Chandler Branch bridge will be added at the request of Oncor.

| Change Order Number | Approved | Cost This CO | Total COs |
|---|---|---|---|
| 04 | 10/6/2020 | $21,002.40 | $ 113,772.96 |

1A: Design Error or Omission. Incorrect PS&E. This Change Order adds a 24” encasement to the relocation of the new City of Round Rock 12” Water Line A that crosses the roadway at the north end of the project. The installation of the water line was included in the plans, but the encasement was not. The encasement is required to protect the water line under the roadway.

| Change Order Number | Approved | Cost This CO | Total COs |
|---|---|---|---|
| 05 | 2/23/2021 | $194,528.81 | $ 308,301.77 |

2G: Unadjusted utility (unforeseeable). This Change Order adds various changes to the project, including the additional cost of hauling embankment material due to delays in the relocation of existing utilities. 3F: Additional work desired by the County. Pay items were added for electronic changeable message boards that have been used during road closures at the south end of the project, a driveway on North Mays Street north of the City of Round Rock Public Safety Training Center, and traffic control devices that were added at the northbound lane drop transition at the north end of the project. 2E: Differing Site Conditions (unforeseeable). This Change Order also includes adjustment of existing water valve risers, a manhole in the North Mays Street and Paloma Drive intersection, and a wall along the sidewalk in front of the City of Round Rock Public Safety Training Center.

| Change Order Number | Approved | Cost This CO | Total COs |
|---|---|---|---|
| 6 | 3/23/2021 | $364,733.96 | $ 673,035.73 |

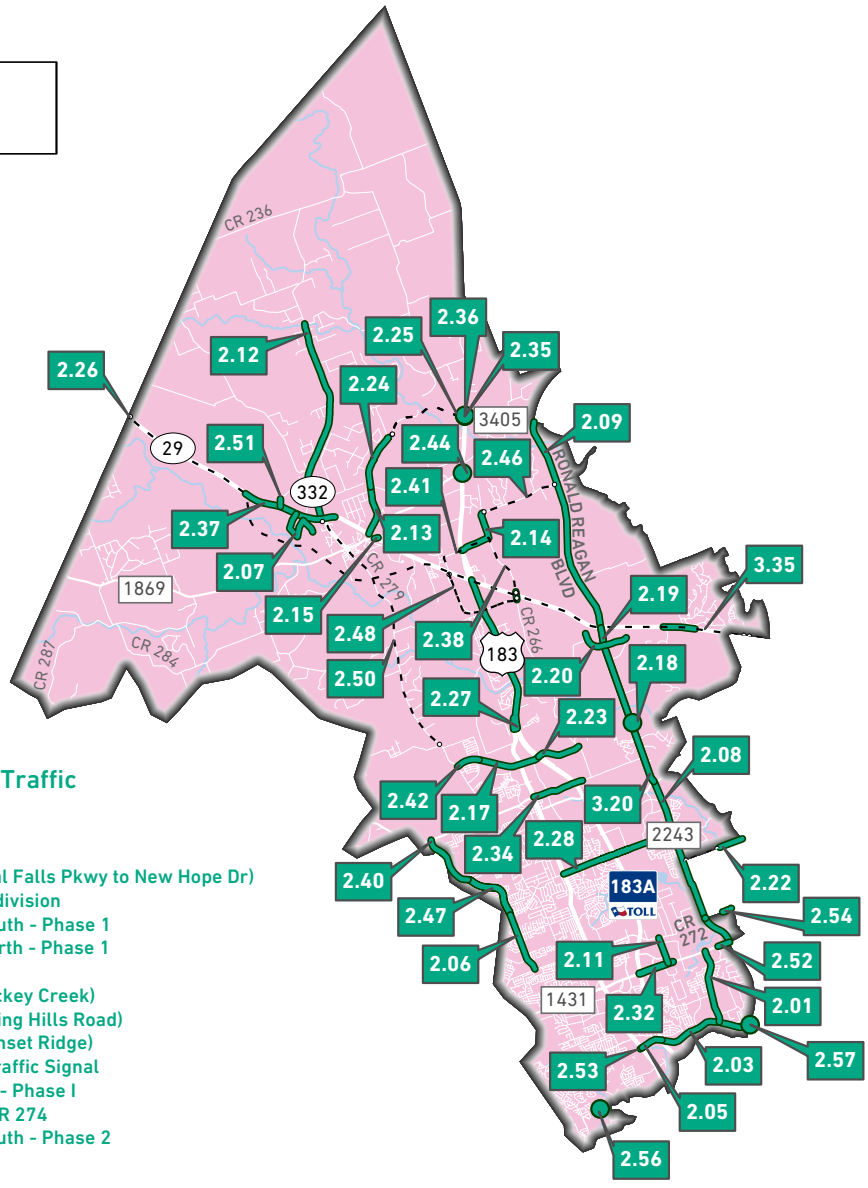
6C: Untimely ROW/Utilities. Utilities not clear. This Change Order adds a pay item to compensate the Contractor for extended project overhead costs caused by delays to the utility relocation.

| Change Order Number | Approved | Cost This CO | Total COs |
|---|---|---|---|
| 7 | 4/12/2022 | $302,109.20 | $ 975,144.93 |

2E: Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions (unforeseeable). This Change Order provides the interim 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 adds items to compensate the contractor for various work including installation of soil stabilization measures under the bridge. 4B: Third Party Accommodation. Third party requested work. This Change Order also adds a Force Account item to pay for the installation of Oncor illumination poles, wire and conduit south of the bridge.

Adjusted Price = $11,750,980.68

# 2000/2006 Road Bond Program Projects
# Precinct 2 - Commissioner Long

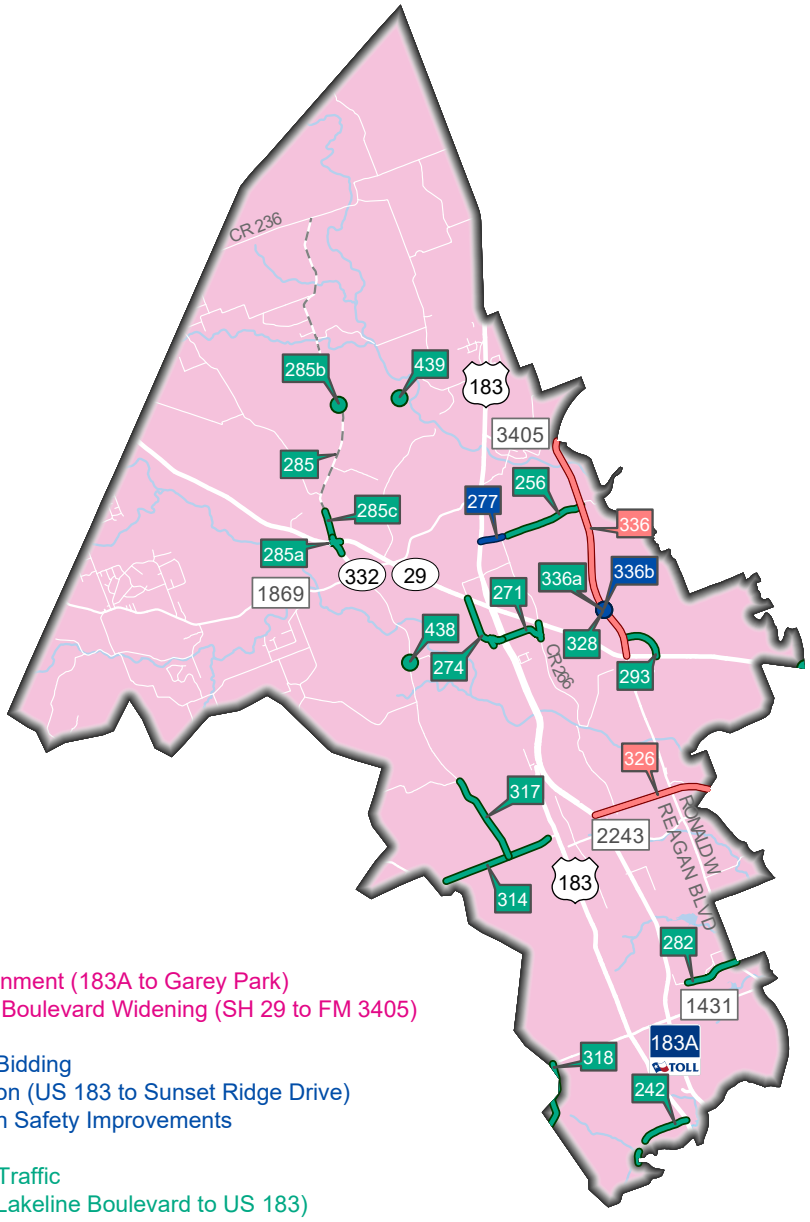



## Completed/Open to Traffic

2.01 Vista Ridge Blvd.
2.03 Brushy Creek Road
2.05 Cypress Creek Road
2.06 Lakeline Blvd. (Crystal Falls Pkwy to New Hope Dr)
2.07 River Bend Oaks Subdivision
2.08 Ronald W. Reagan South - Phase 1
2.09 Ronald W. Reagan North - Phase 1
2.11 CR 185
2.12 CR 200 (CR 201 to Lackey Creek)
2.13 CR 214 (SH 29 to Rolling Hills Road)
2.14 CR 258 (US 183 to Sunset Ridge)
2.15 SH 29 at FM 1869 - Traffic Signal
2.17 San Gabriel Parkway - Phase I
2.18 US 183 Widening at CR 274
2.19 Ronald W. Reagan South - Phase 2
2.20 Kauffman Loop
2.22 CR 179
2.23 San Gabriel Parkway - Phase 2
2.24 CR 214 - Phase 2A
2.25 CR 214 - Phase 2B Schematic
2.26 SH 29 Improvements and Schematic
2.27 US 183 (PTF)
2.28 CR 272 Overlay (1st)
2.32 RM 1431
2.34 Hero Way
2.35 US 183 at FM 3405 Traffic Signal
2.36 US 183 at FM 3405 Left Turn Lanes
2.37 SH 29 TWLTL in Liberty Hill
2.38 CR 260 / CR 266 at SH 29
2.40 Lakeline Blvd. Phase 2 (Old Quarry Rd. to Old 2243)
2.41 Seward Junction Improvements
2.42 San Gabriel Parkway West
2.44 US 183 at RM 1869
2.46 CR 258 (Sunset Ridge to Reagan Blvd) (Design)
2.47 Lakeline Blvd. Phase 3 (Crystal Falls Pkwy. to Old Quarry Rd.)
2.48 Seward Junction Schematic (SE and SW)
2.50 Bagdad Rd. North Phase 2 Schematic (CR 280 to SH 29)
2.51 CR 277
2.52 RM 1431 at Parmer / Reagan CFI
2.53 Cypress Creek Road at US 183
2.54 CR 272 Overlay
2.56 Cypress Creek Road at Lakeline
2.57 Brushy Creek Road at Parmer Lane
3.20 Ronald W. Reagan South - Phase 2
3.35 SH 29 at Park Place Dr. & Jack Nicklaus Blvd.

# 2013 ROAD BOND PROGRAM PROJECTS

## Precinct 2 - Commissioner Long



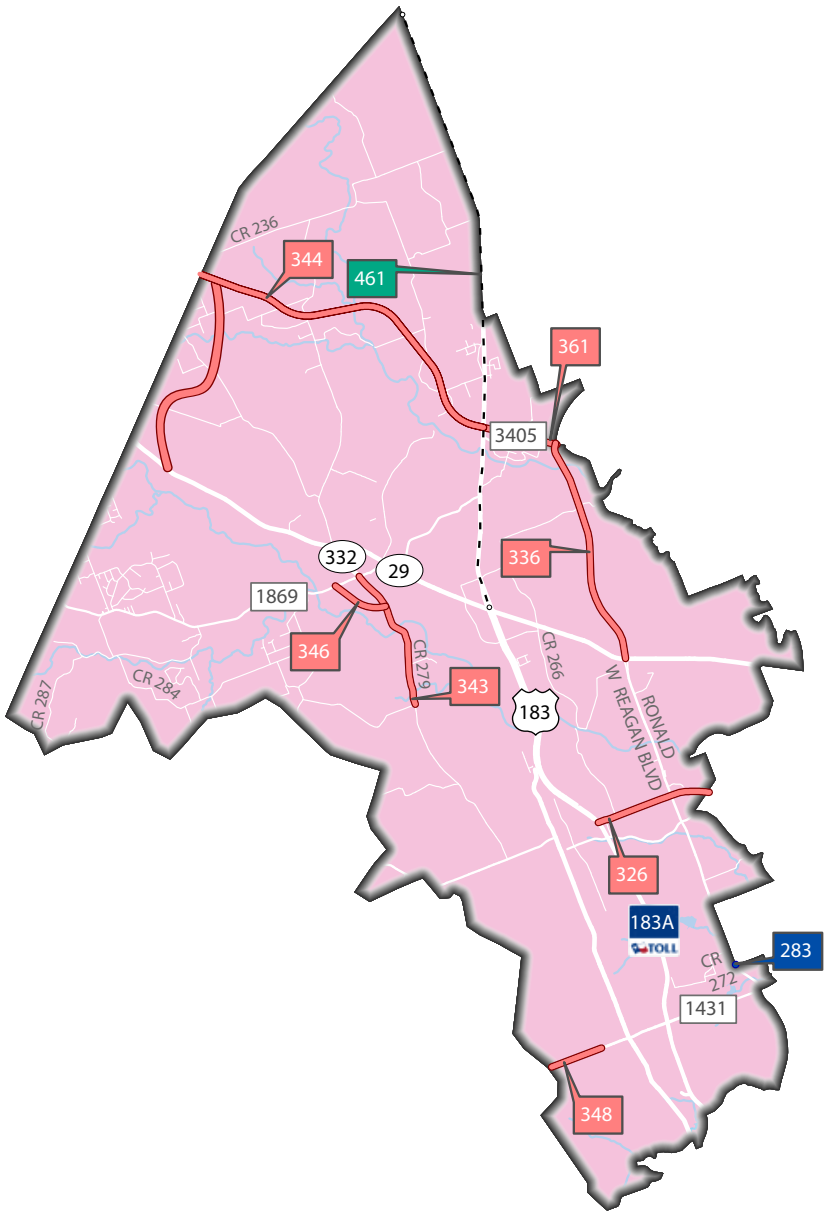

In Design
326 RM 2243 Realignment (183A to Garey Park)
336 Ronald Reagan Boulevard Widening (SH 29 to FM 3405)

Under Construction/Bidding
277 CR 258 Extension (US 183 to Sunset Ridge Drive)
336b Ronald Reagan Safety Improvements

Completed/Open to Traffic
242 Little Elm Trail (Lakeline Boulevard to US 183)
256 CR 258 (Sunset Ridge to Reagan Boulevard)
271 Seward Junction Southeast (US 183 at CR 259 to SH 29 at CR 266)
274 Seward Junction Southwest (SH 29 at CR 213 to US 183 at CR 259)
282 New Hope Drive Phase 1 (Cottonwood Creek Trail to Ronald Reagan Boulevard)
285 CR 200 Study and Schematic (SH 29 to CR 236)
285a SH 29 Intersection at CR 200/Loop 332
285b CR 200 at Bold Sundown Left Turn Lane
285c CR 200 (CMTA Railroad to CR 201)
293 Kauffman Loop Phase 1 - Two Lanes (northeast quadrant of Reagan at SH 29)
314 Old 2243/Hero Way West (Lakeline Boulevard to west of US 183)
317 Bagdad Road North (Collaborative Way to RM 2243)
318 Anderson Mill Road (Gaspar Bend to RM 1431)
328 Ronald Reagan at Santa Rita
336a Ronald Reagan Boulevard Widening & Temp Signals at Santa Rita Boulevard
438 Bagdad Road (CR 279) at CR 278 (River Ranch County Park Road)
439 San Gabriel Ranch Road Bridge at Lackey Creek

Study

# 2019 ROAD BOND PROGRAM PROJECTS
## Precinct 2 - Commissioner Long




### In Design
326 RM 2243 Realignment (US 183A to Garey Park)
336 Ronald Reagan Boulevard Widening (SH 29 to FM 3405)
343 Bagdad Road/CR 279 (Loop 332 to CR 281/Leander City Limits)
344 Corridor I2 (Burnet County Line to US 183)
346 Liberty Hill (SH 29) Bypass (RM 1869 to CR 279)
348 Whitestone Boulevard Widening (Bagdad Road to Anderson Mill Road)
361 Corridor I1 (FM 3405) (US 183 to Ronald Reagan Boulevard)

### Under Construction/Bidding
283 New Hope Drive Extension Phase 2A (Ronald Reagan Boulevard to Sam Bass Road)

### Completed/Open to Traffic
461 Corridor F/US 183 (Williamson/Burnet County Line to SH 29)

Study

**CR 200 Reconstruction**
**Project No. T5023**

Original Contract Price = $4,975,515.09

| Letting | Award | Notice To Proceed | Begin Work | Substantial Completion | Completion Certificate | | Total Bid Days | Days Added | Total Days |
|---|---|---|---|---|---|---|---|---|---|
| 9/8/2021 | 9/30/2021 | 11/15/2021 | 11/25/2021 | 10/7/2022 | | | 308 | 0 | 308 |

| Invoice Number | Beginning Date | Ending Date | Days Charged | Current Invoice | Invoiced Total | Current Retainage | Total Retainage | % ($) Used | % Time Used |
|---|---|---|---|---|---|---|---|---|---|
| 1 | 11/15/2021 | 12/3/2021 | 19 | $322,884.45 | $322,884.45 | $35,876.05 | $35,876.05 | 7 | 6 |
| 2 | 12/4/2021 | 12/31/2021 | 28 | $243,429.75 | $566,314.20 | $27,047.75 | $62,923.80 | 13 | 15 |
| 3 | 1/1/2022 | 1/28/2022 | 28 | $322,421.76 | $888,735.96 | $35,824.64 | $98,748.44 | 20 | 24 |
| 4 | 1/29/2022 | 2/28/2022 | 31 | $522,074.39 | $1,410,810.35 | $58,008.27 | $156,756.71 | 31 | 34 |
| 5 | 3/1/2022 | 3/28/2022 | 28 | $360,789.80 | $1,771,600.15 | $40,087.75 | $196,844.46 | 39 | 44 |
| 6 | 3/29/2022 | 4/29/2022 | 32 | $353,052.72 | $2,124,652.87 | $39,228.08 | $236,072.54 | 47 | 54 |
| 7 | 4/30/2022 | 5/27/2022 | 28 | $352,739.26 | $2,477,392.13 | $39,193.25 | $275,265.79 | 55 | 63 |
| 8 | 5/28/2022 | 7/1/2022 | 35 | $185,880.12 | $2,663,272.25 | $20,653.35 | $295,919.14 | 59 | 74 |
| 9 | 7/2/2022 | 8/1/2022 | 31 | $258,962.10 | $2,922,234.35 | $28,773.57 | $324,692.71 | 65 | 84 |
| 10 | 8/2/2022 | 9/2/2022 | 32 | $660,525.72 | $3,582,760.07 | $73,391.74 | $398,084.45 | 80 | 95 |
| 11 | 9/3/2022 | 9/30/2022 | 28 | $865,676.01 | $4,448,436.08 | -$307,300.04 | $90,784.41 | 91 | 104 |
| 12 | 10/1/2022 | 10/31/2022 | 6 | $95,705.92 | $4,544,142.00 | $1,953.18 | $92,737.59 | 93 | 106 |

1/31/2023 Comments - Smith Contracting waiting for vegetative growth and railroad punchlist items.

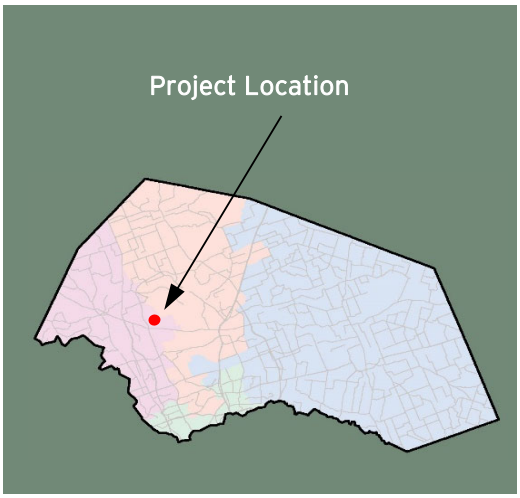
| Change Order Number | Approved | Cost This CO | Total COs |
|---|---|---|---|
| 01 | 9/14/2022 | $ 26,798.12 | $ 26,798.12 |

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.

| Change Order Number | Approved | Cost This CO | Total COs |
|---|---|---|---|
| 02 | 9/14/2022 | $ 4,058.92 | $ 30,857.04 |

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.

Adjusted Price = $5,006,372.13




**CR 258 Extension**
(US 183 to Sunset Ridge Drive)

Project Length: 0.526 Miles
Roadway Classification: Major Collector

Project Schedule: October 2022 - January 2024
Estimated Construction Cost: $6.2 Million

## JANUARY 2023 IN REVIEW

1/6/2023: Joe Bland Construction (JBC) continued to clear right-of-way. Subcontractor Arrow Excavation began to haul off trees from the right-of-way clearing operations. JBC continued to backfill along the edge of pavement. Subcontractor DIJ painted the Type I thermoplastic stripes.

1/13/2023: JBC built a temporary dirt bridge over existing underground pipeline for protection and continued to clear right-of-way. Subcontractor Arrow Excavation continued to haul off trees from clearing operations. Subcontractor Woolery installed barbed wire fencing along the right-of-way at the southeast corner of CR 258. Subcontractor Lone Star Paving milled the edge of pavement to the proper slope.

1/20/2023: JBC began constructing the water line. JBC continued to clear right-of-way. Subcontractor Arrow Excavation continued to haul off trees from the clearing operations.

1/27/2023: JBC continued installing the water line pipe, fire hydrant assembly and excavating for the road.

Design Engineer: American Structurepoint
Contractor: Joe Bland Construction
Construction Observation: Bruce Thurin, HNTB

**Williamson County Road Bond Program**

**CR 258 Extension**
**Project No. 22IFB141**

Original Contract Price = $5,836,754.36

| Letting | Award | Notice To Proceed | Begin Work | Substantial Completion | Completion Certificate | | Total Bid Days | Days Added | Total Days |
|---|---|---|---|---|---|---|---|---|---|
| 9/14/2022 | 9/27/2022 | 11/28/2022 | 12/8/2022 | | | | 395 | | 395 |

| Invoice Number | Beginning Date | Ending Date | Days Charged | Current Invoice | Invoiced Total | Current Retainage | Total Retainage | % ($) Used | % Time Used |
|---|---|---|---|---|---|---|---|---|---|
| 1 | 11/1/2022 | 11/30/2022 | 30 | $47,590.20 | $47,590.20 | $5,287.80 | $5,287.80 | 1 | 8 |

1/31/2023 Comments- Contractor started roadway excavation, installed the City of Georgetwon waterline, and completed the Ronald Reagan Safety Improvements.

| Change Order Number | Approved | Cost This CO | Total COs |
|---|---|---|---|
| 01 | 11/11/2022 | $ - | $ - |

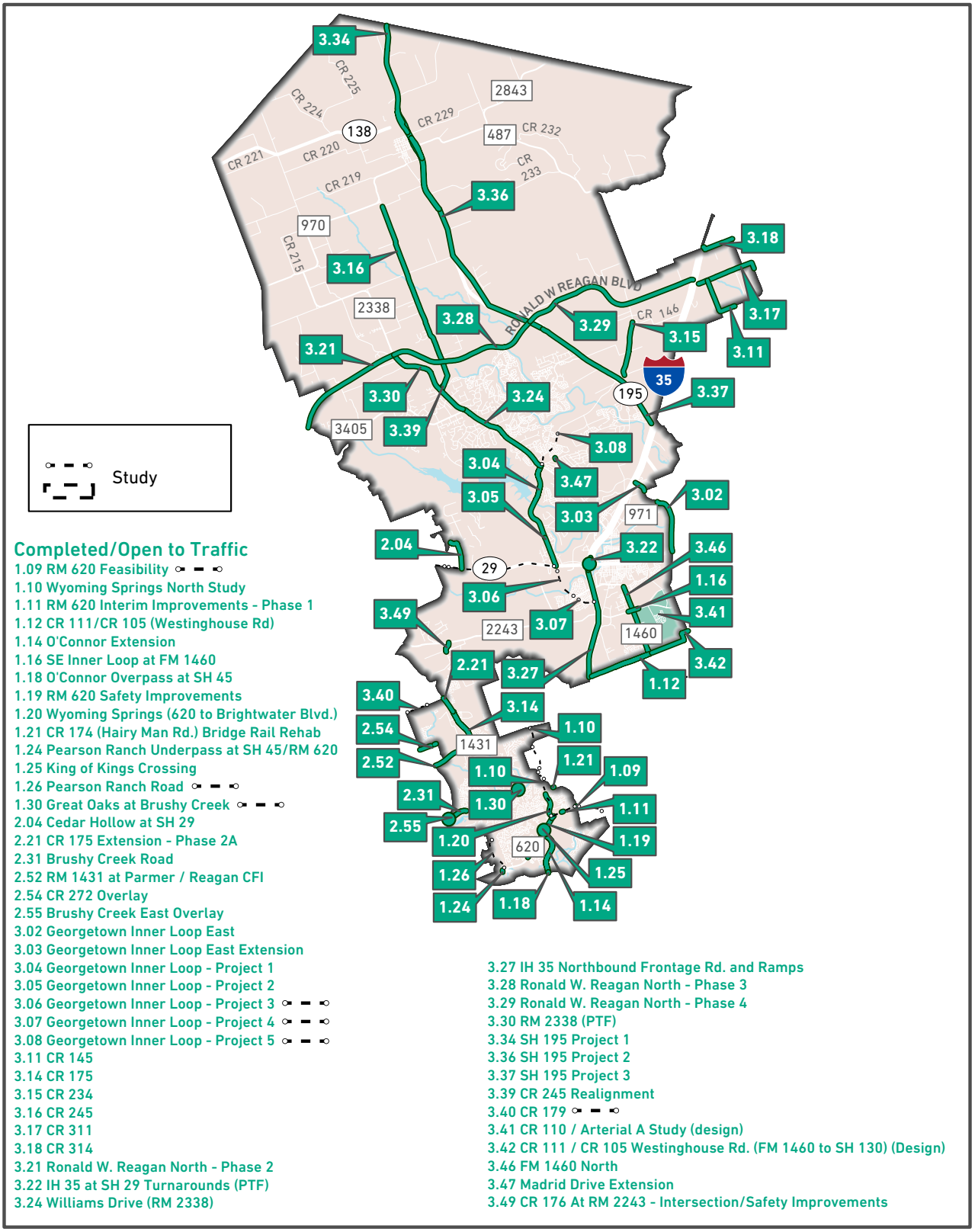
4B: Third Party Accommodation. Third party requesed work. This Change Order modifies the Contract to require that City of Georgetown, (collectively referred to as the "City") be an additional insured to Joe Bland Construction's, L.P. (Contractor) commercial general liability (CGL) insurance policy and to their commercial auto liability (Auto Liability) insurance policy. Adding the City to the Contractor's insurance was in the terms and conditions of the Interlocal Agreement between the City and Williamson County.

| Change Order Number | Approved | Cost This CO | Total COs |
|---|---|---|---|
| 02 | 11/22/2022 | $ 422,565.69 | $ 422,565.69 |

3. County Convenience 3F: Additional Work Desired By The County: This Change Order adds items to the Contract for safety improvements needed at Ronald Reagan and Elizabeth Parkway. Ronald Reagan will be widened along the west side of the roadway to allow for a left turn lane into Elizabeth Parkway.

Adjusted Price = $6,259,320.05

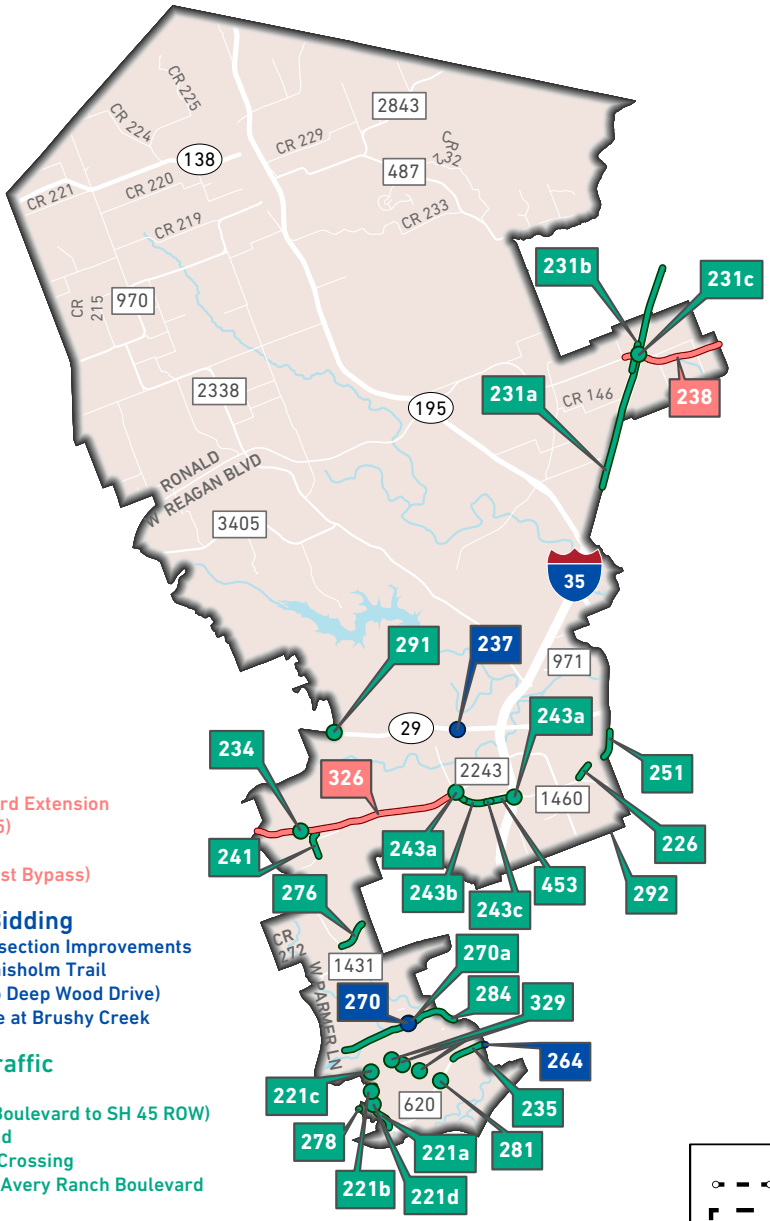
# 2000/2006 Road Bond Program Projects
## Precinct 3 - Commissioner Covey




### Completed/Open to Traffic

1.09 RM 620 Feasibility
1.10 Wyoming Springs North Study
1.11 RM 620 Interim Improvements - Phase 1
1.12 CR 111/CR 105 (Westinghouse Rd)
1.14 O'Connor Extension
1.16 SE Inner Loop at FM 1460
1.18 O'Connor Overpass at SH 45
1.19 RM 620 Safety Improvements
1.20 Wyoming Springs (620 to Brightwater Blvd.)
1.21 CR 174 (Hairy Man Rd.) Bridge Rail Rehab
1.24 Pearson Ranch Underpass at SH 45/RM 620
1.25 King of Kings Crossing
1.26 Pearson Ranch Road
1.30 Great Oaks at Brushy Creek
2.04 Cedar Hollow at SH 29
2.21 CR 175 Extension - Phase 2A
2.31 Brushy Creek Road
2.52 RM 1431 at Parmer / Reagan CFI
2.54 CR 272 Overlay
2.55 Brushy Creek East Overlay
3.02 Georgetown Inner Loop East
3.03 Georgetown Inner Loop East Extension
3.04 Georgetown Inner Loop - Project 1
3.05 Georgetown Inner Loop - Project 2
3.06 Georgetown Inner Loop - Project 3
3.07 Georgetown Inner Loop - Project 4
3.08 Georgetown Inner Loop - Project 5
3.11 CR 145
3.14 CR 175
3.15 CR 234
3.16 CR 245
3.17 CR 311
3.18 CR 314
3.21 Ronald W. Reagan North - Phase 2
3.22 IH 35 at SH 29 Turnarounds (PTF)
3.24 Williams Drive (RM 2338)
3.27 IH 35 Northbound Frontage Rd. and Ramps
3.28 Ronald W. Reagan North - Phase 3
3.29 Ronald W. Reagan North - Phase 4
3.30 RM 2338 (PTF)
3.34 SH 195 Project 1
3.36 SH 195 Project 2
3.37 SH 195 Project 3
3.39 CR 245 Realignment
3.40 CR 179
3.41 CR 110 / Arterial A Study (design)
3.42 CR 111 / CR 105 Westinghouse Rd. (FM 1460 to SH 130) (Design)
3.46 FM 1460 North
3.47 Madrid Drive Extension
3.49 CR 176 At RM 2243 - Intersection/Safety Improvements

# 2013 ROAD BOND PROGRAM PROJECTS
## Precinct 3 - Commissioner Covey

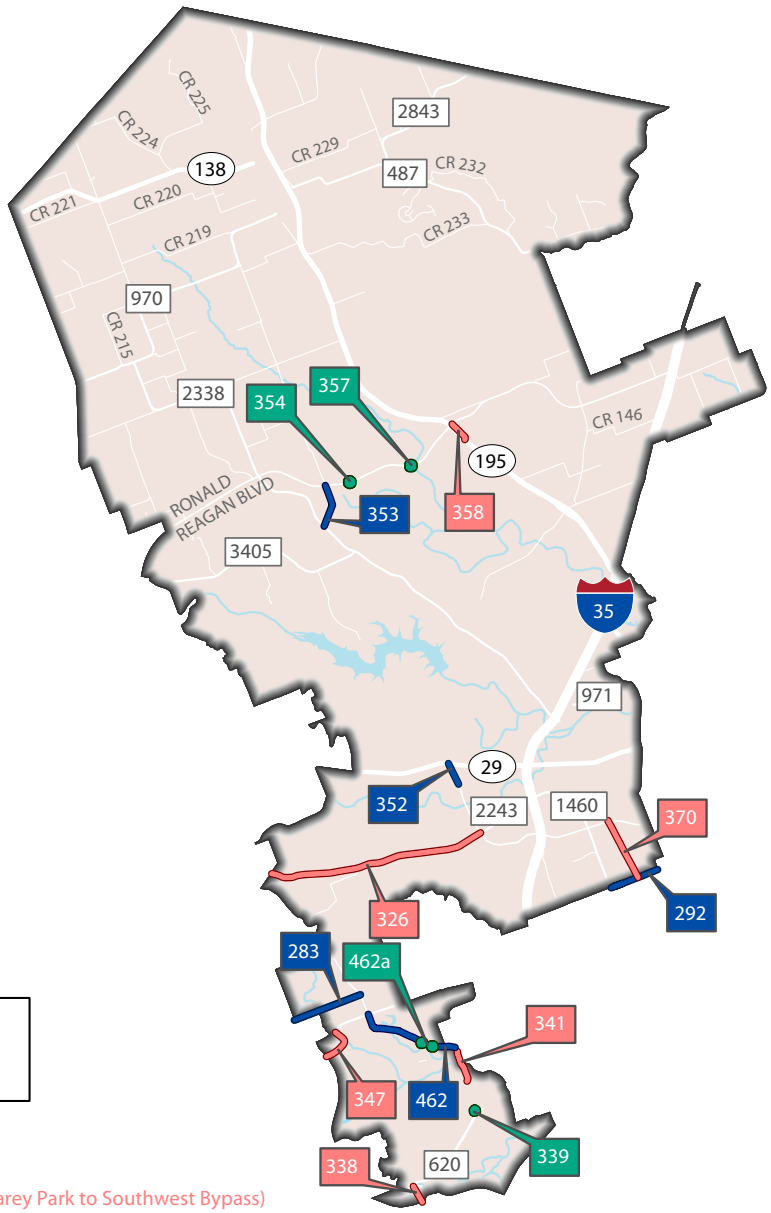



### In Design
238 Ronald Reagan Boulevard Extension
Planning (IH 35 to SH 95)
326 RM 2243 Realignment
(Garey Park to Southwest Bypass)

### Under Construction/Bidding
237 SH 29 at DB Wood Intersection Improvements
264 RM 620 at Railroad / Chisholm Trail
(IH 35 Frontage Road to Deep Wood Drive)
270 Great Oaks Drive Bridge at Brushy Creek

### Completed/Open to Traffic
221a Pearson Ranch Road
(South of Avery Ranch Boulevard to SH 45 ROW)
221b Pearson Ranch Road and
Iveans Way Pedestrian Crossing
221c Pearson Ranch Road at Avery Ranch Boulevard
Traffic Signal
221d Neenah Avenue and Pearson Ranch Road Traffic Signal
226 Inner Loop Safety Improvements (LTL at Wilco Way)
231a IH 35 Ramp Reversal and Frontage Road Conversion
(FM 972 to CR 312)
231b Relocation of 48" Williamson County Regional
Raw Waterline - Line B
231c Ronald Reagan Boulevard at IH 35 Bridge Replacement
234 RM 2243 at Escalera Parkway (Intersection Improvements)
235 RM 620 Phase 2 (Wyoming Springs to Deep Wood Drive)
241 CR 176 at RM 2243 Intersection (Safety Improvements)
243a Southwest Bypass Driveways
243b Southwest Bypass Access Route
243c Southwest Bypass Segment 2 (Southbound IH 35 to RM 2243)
251 Inner Loop Safety Improvements
(LTL at Central Maintenance Facility)
270a Great Oaks Drive Waterline Relocations
276 Arterial H Extension Phase 1 (CR 175 to Massey Way)
278 Neenah Avenue Widening
(Olive Hill Drive to 0.5 miles east of Olive Hill Drive)
281 O'Connor Drive North of RM 620
Traffic Study and Safety Improvements
284 Hairy Man Road/Brushy Creek Road Safety Improvements
(Brushy Bend to Sam Bass Road)
291 SH 29 at Cedar Hollow (Intersection Improvements)
292 Westinghouse Road / CR 111 / CR 105 (FM 1460 to SH 130)
329 O'Connor Drive Traffic Signals
(Morgan Hill, Great Oaks and Liberty Walk Intersections)
453 Southwest Bypass Segment 1 (Southbound IH 35 to 0.5 miles west)

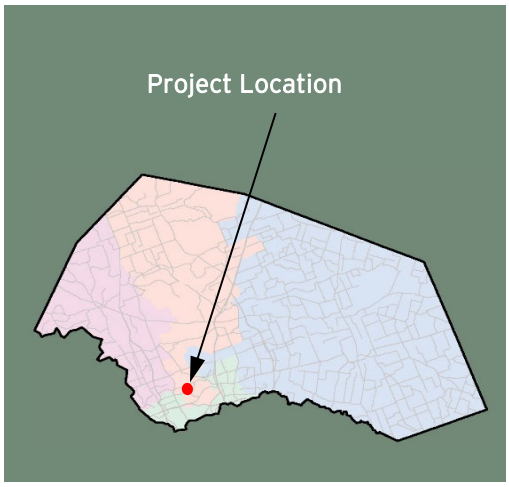
# 2019 ROAD BOND PROGRAM PROJECTS
## Precinct 3 - Commissioner Covey




### In Design
326 RM 2243 Realignment (Garey Park to Southwest Bypass)
338 RM 620/SH 45 intersection to McNeil Road
341 Wyoming Springs Extension (Brightwater Boulevard/Creek Bend to Sam Bass Road)
347 Toro Grande Boulevard Extension (Whitestone Boulevard to Parmer Lane)
358 SH 195 at Ronald Reagan Boulevard
370 MoKan (Georgetown Inner Loop to University Boulevard)

### Under Construction/Bidding
292 CR111/CR105 Westinghouse (FM 1460 to SH 130)
283 New Hope Drive Extension Phase 2A (Ronald Reagan Boulevard to Sam Bass Road)
352 Southwest Bypass Extension (SH 29 to Wolf Ranch Parkway)
353 CR 245 (North of RM 2338 to Ronald Reagan Boulevard)
462 Corridor H/Sam Bass Road (RM 1431 to Wyoming Springs Drive)

### Completed/Open to Traffic
339 Wyoming Springs Intersection Improvements (At Smyers Lane)
354 Ronald Reagan at Silver Spur Boulevard
357 Ronald Reagan at Sun City Boulevard
462a Corridor H/Sam Bass Road Interim Traffic Signals (Walsh Ranch Boulevard and Great Oaks Drive Intersections)




**Great Oaks Drive Bridge at Brushy Creek**
(Along Great Oaks Drive from Brightwater Blvd to Oak Ridge Drive)

Project Length: 0.191 Miles
Roadway Classification: Major Collector

Project Schedule: September 2021 - Spring 2023
Estimated Construction Cost: $10.7 Million

## JANUARY 2023 IN REVIEW

1/6/2023: DeNucci Constructors applied the anti-graffiti coating to walls 4L and 1A. DeNucci poured the wingwall at the upstream end of Culvert A near the duck pond and the safety end treatments at Culvert G near Great Oaks. Subcontractor Greater Austin set the panels and began tying the deck steel on the Phase 3 portion of bridge Span 1.

1/13/2023: DeNucci removed the forms from wing walls at various culvert locations. Subcontractor Greater Austin poured the Phase 3 portion of bridge Span 1 of the Great Oaks Bridge. Subcontractor Alpha Paving applied the asphalt seal coat and placed the Type B asplhalt on Brushy Creek Road.

1/20/2023: DeNucci poured the wingwall at the upstream end of Culvert C. DeNucci continued to apply the anti-graffiti coating to walls 2R and 2C. Subcontractor Greater Austin set the slab beams at the Brushy Creek Bridge Abutment.

1/27/2023: DeNucci began to remove and replace the metal beam guard fence on the south side of Brushy Creek Road. Subcontractor Greater Austin poured the bridge deck slab at the Brushy Creek Bridge Abutment. Subcontractor Aaron Concrete poured the concrete traffic rail on the Brushy Creek Road retaining walls.

Design Engineer: P.E. Structural
Contractor: DeNucci Constructors
Construction Observation:
Tracy Cooper, HNTB

Williamson County
Road Bond Program

**Great Oaks Drive Improvements at Brushy Creek**
**Project No. T4327**

Original Contract Price = $10,580,634.11

| Letting | Award | Notice To Proceed | Begin Work | Substantial Completion | Completion Certificate | | Total Bid Days | Days Added | Total Days |
|---|---|---|---|---|---|---|---|---|---|
| 6/30/2021 | 8/3/2021 | 9/3/2021 | 9/13/2021 | | | | 585 | | 585 |

| Invoice Number | Beginning Date | Ending Date | Days Charged | Current Invoice | Invoiced Total | Current Retainage | Total Retainage | % ($) Used | % Time Used |
|---|---|---|---|---|---|---|---|---|---|
| 1 | 9/13/2021 | 9/30/2021 | 18 | $299,881.08 | $299,881.08 | $33,320.12 | $33,320.12 | 3 | 3 |
| 2 | 10/1/2021 | 10/31/2021 | 31 | $305,937.90 | $605,818.98 | $33,993.10 | $67,313.22 | 6 | 8 |
| 3 | 11/1/2021 | 11/30/2021 | 30 | $353,916.66 | $959,735.64 | $39,324.07 | $106,637.29 | 10 | 14 |
| 4 | 12/1/2021 | 12/31/2021 | 31 | $323,378.73 | $1,283,114.37 | $35,930.97 | $142,568.26 | 13 | 19 |
| 5 | 1/1/2022 | 1/31/2022 | 31 | $388,799.66 | $1,671,914.03 | $43,199.97 | $185,768.23 | 17 | 24 |
| 6 | 2/1/2022 | 2/28/2022 | 28 | $496,378.98 | $2,168,293.01 | $55,153.22 | $240,921.45 | 22 | 29 |
| 7 | 3/1/2022 | 3/31/2022 | 31 | $243,581.01 | $2,411,874.02 | $27,064.55 | $267,986.00 | 25 | 34 |
| 8 | 4/1/2022 | 4/30/2022 | 30 | $232,084.08 | $2,643,958.10 | $25,787.13 | $293,773.13 | 27 | 39 |
| 9 | 5/1/2022 | 5/31/2022 | 31 | $754,642.60 | $3,398,600.70 | $83,849.18 | $377,622.31 | 35 | 45 |
| 10 | 6/1/2022 | 6/30/2022 | 30 | $340,143.43 | $3,738,744.13 | $37,793.71 | $415,416.02 | 39 | 50 |
| 11 | 7/1/2022 | 7/31/2022 | 31 | $475,914.67 | $4,214,658.80 | $52,879.41 | $468,295.43 | 44 | 55 |
| 12 | 8/1/2022 | 8/31/2022 | 31 | $373,966.90 | $4,588,625.70 | $41,551.87 | $509,847.30 | 48 | 60 |
| 13 | 9/1/2022 | 9/30/2022 | 30 | $334,474.19 | $4,923,099.89 | $37,163.80 | $547,011.10 | 51 | 65 |
| 14 | 10/1/2022 | 10/31/2022 | 31 | $596,227.60 | $5,519,327.49 | $66,247.51 | $613,258.61 | 57 | 71 |
| 15 | 11/1/2022 | 11/30/2022 | 30 | $150,522.30 | $5,669,849.79 | $16,724.70 | $629,983.31 | 59 | 76 |
| 16 | 12/1/2022 | 12/31/2022 | 31 | $210,284.10 | $5,880,133.89 | $23,364.90 | $653,348.21 | 61 | 81 |

1/31/2023 Comments - Contractor completed Phase 3 of the Great Oaks bridge, and continued working on roadway and storm drain work. Traffic switch to Phase 4 scheduled for 2/8/23. Anticipated completion date is April 2023.

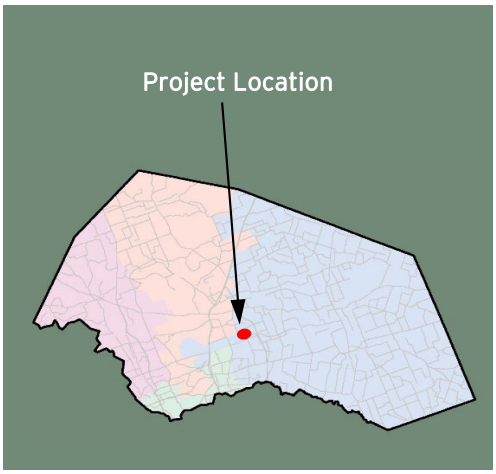
| Change Order Number | Approved | Cost This CO | Total COs |
|---|---|---|---|
| 01 | 3/29/2022 | $ 29,487.96 | $ 29,487.96 |

4B: Third Party Accommodation. Third Party Requested Work, 2E: Differing Site Condition. Miscellaneous difference in site conditions (unforeseeable), 6C: Untimely ROW/Utilities. Utilities not clear. This Change Order adds items to pay the Contractor to pour a concrete cap over an existing City of Round Rock (CORR) wastewater manhole at Bent, excavate to find an existing CORR wastewater line trench, and for standby costs due to a conflict with existing ATT line at Culvert C.

| Change Order Number | Approved | Cost This CO | Total COs |
|---|---|---|---|
| 02 | 9/14/2022 | $ 100,234.16 | $ 129,722.12 |

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.

Adjusted Price = $10,710,356.23




**CR 111 Westinghouse Road**
**(FM 1460 to SH 130 and CR 110 North to CR 111)**

**Project Length: 4.633 Miles**
**Roadway Classification: Rural Collector**

**Project Schedule: January 2022 - Spring 2024**
**Estimated Construction Cost: $22.1 Million**

## JANUARY 2023 IN REVIEW

1/6/2023: Capital Excavation raised two curb inlets to match the grade of the existing road at FM 1460. Capital completed installing a 24-inch water line east of Bell Gin Road. Subcontractor ESSI removed silt fence from Pietra Lane to FM 1460.

1/13/2023: Capital installed the 24-inch concrete pipe across the roadway east of Gateway School. Capital began boring for the 6-inch steel casing for the 2-inch water line across existing road at spur CR 105. The contractor chlorinated the 24-inch water line at Bell Gin Road.

1/20/2023: Capital installed box culverts 8 and 9. Capital continued boring for the 6-inch steel casing with 2-inch water line across existing road at spur CR 105. Capital extended the ditch line and placed stone matrix at Culvert 4 west of Pietra Road.

1/27/2023: Capital placed two pedestrian ramps at FM 1460. The contractor completed boring for steel casing for water line under existing road at the west end of CR 105 Spur and moved to the east end to excavate for new bore pit for 12-inch steel casing. The Contractor excavated and connected the new 4-inch water line to the existing line at the north end of CR 110.

Design Engineer: Steger Bizzell
Contractor: Capital Excavation
Construction Observation:
Chuck Evans, HNTB

**Williamson County**
**Road Bond Program**

HNTB

**CR 111 Westinghouse Road**
**Project No. 22IFB39**

Original Contract Price = $21,024,332.88

| Letting | Award | Notice To Proceed | Begin Work | Substantial Completion | Completion Certificate | Total Bid Days | Days Added | Total Days |
|---|---|---|---|---|---|---|---|---|
| 12/15/2021 | 1/11/2022 | 1/20/2022 | 1/30/2022 | | | 700 | | 700 |

| Invoice Number | Beginning Date | Ending Date | Days Charged | Current Invoice | Invoiced Total | Current Retainage | Total Retainage | % ($) Used | % Time Used |
|---|---|---|---|---|---|---|---|---|---|
| 1 | 2/1/2022 | 2/28/2022 | 28 | $142,149.86 | $142,149.86 | $15,794.43 | $15,794.43 | 1 | 4 |
| 2 | 3/1/2022 | 3/31/2022 | 31 | $1,624,724.26 | $1,766,874.12 | $180,524.92 | $196,319.35 | 9 | 8 |
| 3 | 4/1/2022 | 4/30/2022 | 30 | $1,286,121.32 | $3,052,995.44 | $142,902.37 | $339,221.72 | 15 | 13 |
| 4 | 5/1/2022 | 5/31/2022 | 31 | $1,110,146.62 | $4,163,142.06 | $123,349.64 | $462,571.36 | 21 | 17 |
| 5 | 6/1/2022 | 6/30/2022 | 30 | $482,208.08 | $4,645,350.14 | $53,578.66 | $516,150.02 | 23 | 21 |
| 6 | 7/1/2022 | 7/31/2022 | 31 | $787,719.86 | $5,433,070.00 | $87,524.44 | $603,674.46 | 27 | 26 |
| 7 | 8/1/2022 | 8/31/2022 | 31 | $822,906.88 | $6,255,976.88 | $91,434.10 | $695,108.56 | 31 | 30 |
| 8 | 9/1/2022 | 9/30/2022 | 30 | $1,707,686.45 | $7,963,663.33 | $189,742.92 | $884,851.48 | 40 | 35 |
| 9 | 10/1/2022 | 10/31/2022 | 31 | $1,107,286.40 | $9,070,949.73 | $123,031.82 | $1,007,883.30 | 46 | 39 |
| 10 | 11/1/2022 | 11/30/2022 | 30 | $518,917.48 | $9,589,867.21 | $57,657.50 | $1,065,540.80 | 48 | 43 |
| 11 | 12/1/2022 | 12/31/2022 | 31 | $1,285,779.15 | $10,875,646.36 | -$493,138.36 | $572,402.44 | 52 | 48 |

1/31/2023 Comments - Roadway construction, storm sewer, and installation of water lines continues.

| Change Order Number | Approved | Cost This CO | Total COs |
|---|---|---|---|
| 01 | 5/3/2022 | $233,364.00 | $ 233,364.00 |

2 Differing in site conditions. (Unforeseeable) 2E. Miscellaneous difference in site conditions (unforeseeable) (item 9): This change order compensates the Contractor for over-excavating unsuitable material and importing embankment material from offsite that meets the requirements in the specifications. With the limited areas on the project to find suitable material it was agreed to import the required material. A Force Account item has been created to cover half of the cost of the imported material and half of the trucking. This amount is to cover this area and any other areas that may be encountered on site.

| Change Order Number | Approved | Cost This CO | Total COs |
|---|---|---|---|
| 02 | 5/3/2022 | $7,553.84 | $ 240,917.84 |

1B. Design Error or Omission. Other: This change order compensates the Contractor for upsize changes in 6 inlet and 1 junction box to accommodate pipe size design. The revisions affected estimate page 15, summary page 18, storm drainage pages; 149 for Inlet C-5 and C-6, page 150 for Inlets E-4 and E-5, page 151 for Inlet F-6, page 153 for Inlet I-6 and page 154 for Junction Box K.

| Change Order Number | Approved | Cost This CO | Total COs |
|---|---|---|---|
| 03 | 7/142022 | $20,307.20 | $ 261,225.04 |

1.Design Error or Omission. 1A: incorrect PS&E. This Change Order is in response to RFI 22 that updated the quantity for pay item 106-6002 OBLITERATING ABANDONED ROADWAY. The item has been recalculated and the difference is included in this Change Order to cover the actual quantity.

| Change Order Number | Approved | Cost This CO | Total COs |
|---|---|---|---|
| 04 | 7/13/2022 | $454,267.40 | $ 715,492.44 |

1. Design Error or omission. 1B. Other: This Change Order updates the bid item quantities that were revised in the plan set summary sheet, but not reflected in the Bid Form. The Change Order also includes pay items for 2 new items that were identified in the plans, but inadvertently left off the Bid Form.

| Change Order Number | Approved | Cost This CO | Total COs |
|---|---|---|---|
| 05 | 11/22/2022 | $41,134.66 | $ 756,627.10 |

1. Design Error or Omission. 1B. Other. The existing section of the roadway in front of Gateway School was constructed prior to the project letting. This portion of the roadway was to remain in place and the proposed roadway was to tie into it.The contractor constructed around this portion of the roadway so that the tie-ins would work with the current plan design. 1B. Other. This Change Order also adds items for flowable fill and concrete dissipaters at the culvert outfalls.

| Change Order Number | Approved | Cost This CO | Total COs |
|---|---|---|---|
| 06 | 11/22/2022 | $24,159.20 | $ 780,786.30 |

2. Differing Site Conditions: (Unforeseeable) 2J. Other: While clearing the ROW, 4 water wells were encountered. This Change Order provides payment to the Contractor for having the plugging and abandoning four (4) wells, by a licensed water well company. Upon completion of the well abandonment, plugging reports will be filed.

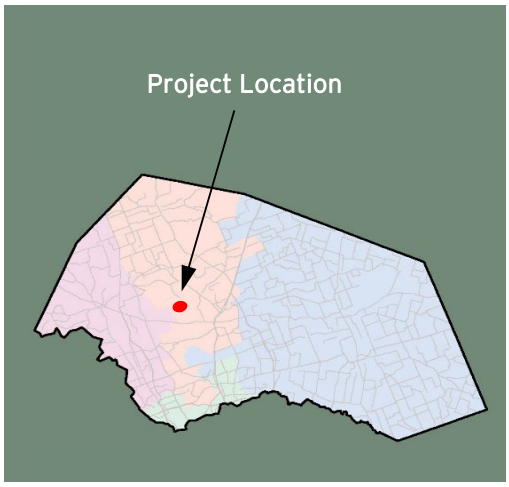
| Change Order Number | Approved | Cost This CO | Total COs |
|---|---|---|---|
| 07 | 12/14/2022 | $28,440.00 | $ 809,226.30 |

1B. Design Error or Omission. 1B. Other: This Change Order provides additional items to the Contract for adjusting an existing headwall, wingwalls and adding concrete rail along an existing culvert that is to remain in place. Due to the height of the existing culvert, the proposed roadway can not be built to the proposed width. Raising the headwall and constructing the rail will allow for the roadway portion to be constructed to the proposed width. This rail will mirror the existing rail along the upstream portion of the existing culvert.

| Change Order Number | Approved | Cost This CO | Total COs |
|---|---|---|---|
| 08 | 12/14/2022 | $276,200.00 | $ 1,085,426.30 |

4B. Third Party Accommodation. Third party requested work: MBC Development has requested additional sleeves to be installed across CR 111 for their future development on both sides of the roadway. The Developer Agreement has been amended to reflect the change and the Developer has funded Williamson County for this additional work.

Adjusted Price = $22,109,759.18




**Southwest Bypass Extension**
**(SH 29 to Wolf Ranch Parkway)**

**Project Length: .905 Miles**
**Roadway Classification: Minor Arterial**

**Project Schedule: August 2022 - Summer 2023**
**Estimated Construction Cost: $4.3 Million**

## JANUARY 2023 IN REVIEW

1/6/2023: Joe Bland Construction (JBC) did not perform any work this week due to inclement weather.

1/13/2023: JBC placed embankment from the south end of the project to the north and in the ditch on the west side. JBC excavated existing roadway to subgrade on Wolf Ranch.

1/20/2023: JBC placed embankment at the south end of the project. JBC excavated existing roadway to subgrade on Wolf Ranch. JBC excavated for sidewalk on east side of existing Southwest Bypass and placed embankment under the bridge. JBC formed and placed sidewalk on the east side of Southwest Bypass. JBC formed safety end treatments under the bridge and at various driveways.

1/27/2023: JBC excavated existing roadway to subgrade on Wolf Ranch Parkway. JBC excavated for sidewalk on the east side of Southwest Bypass and under the bridge. JBC placed and compacted flexible base on Southwest Bypass. JBC formed and placed concrete for the sidewalk bridge south of Rattlesnake and Lobo's Lair Caves.

Design Engineer: LJA
Contractor: Joe Bland Construction
Construction Observation:
Dave Thomas, HNTB

Williamson County
Road Bond Program

HNTB

**Project Name: Southwest Bypass Extension**
**Project No. 22IFB110**

Original Contract Price = $4,288,543.00

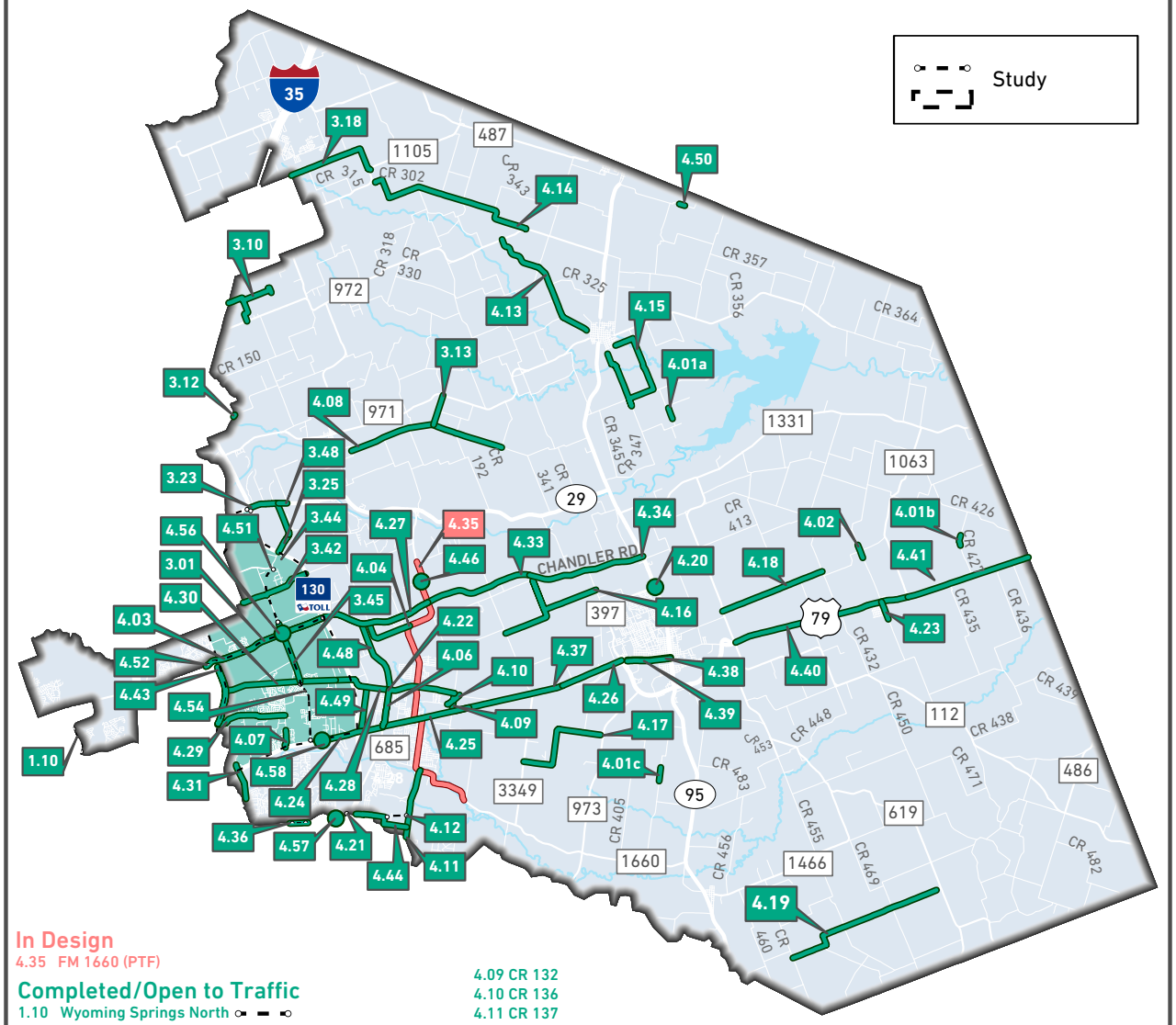
| Letting | Award | Notice To Proceed | Begin Work | Substantial Completion | Completion Certificate | | Total Bid Days | Days Added | Total Days |
|---|---|---|---|---|---|---|---|---|---|
| 6/23/2022 | 7/12/2022 | 8/18/2022 | 8/29/2022 | | | | 239 | | 239 |

| Invoice Number | Beginning Date | Ending Date | Days Charged | Current Invoice | Invoiced Total | Current Retainage | Total Retainage | % ($) Used | % Time Used |
|---|---|---|---|---|---|---|---|---|---|
| 1 | 8/29/2022 | 8/31/2022 | 3 | $77,542.20 | $77,542.20 | $8,615.80 | $8,615.80 | 2 | 1 |
| 2 | 9/1/2022 | 9/30/2022 | 30 | $126,769.50 | $204,311.70 | $14,085.50 | $22,701.30 | 5 | 14 |
| 3 | 10/1/2022 | 10/31/2022 | 31 | $460,653.35 | $664,965.05 | $51,183.71 | $73,885.01 | 17 | 27 |
| 4 | 11/1/2022 | 11/30/2022 | 30 | $148,852.80 | $813,817.85 | $16,539.20 | $90,424.21 | 21 | 39 |
| 5 | 12/1/2022 | 12/31/2022 | 31 | $180,500.40 | $994,318.25 | $20,055.60 | $110,479.81 | 26 | 52 |
| 6 | 1/1/2023 | 1/31/2023 | 31 | $308,200.50 | $1,302,518.75 | $34,244.50 | $144,724.31 | 34 | 65 |

1/31/2023 Comments - Contractor continues excavating drainage ditches, placing flex base, and placing concrete shared-used-path (SUP) throughout the project.

Adjusted Price = $4,288,543.00

# 2000/2006 Road Bond Program Projects
# Precinct 4 - Commissioner Boles



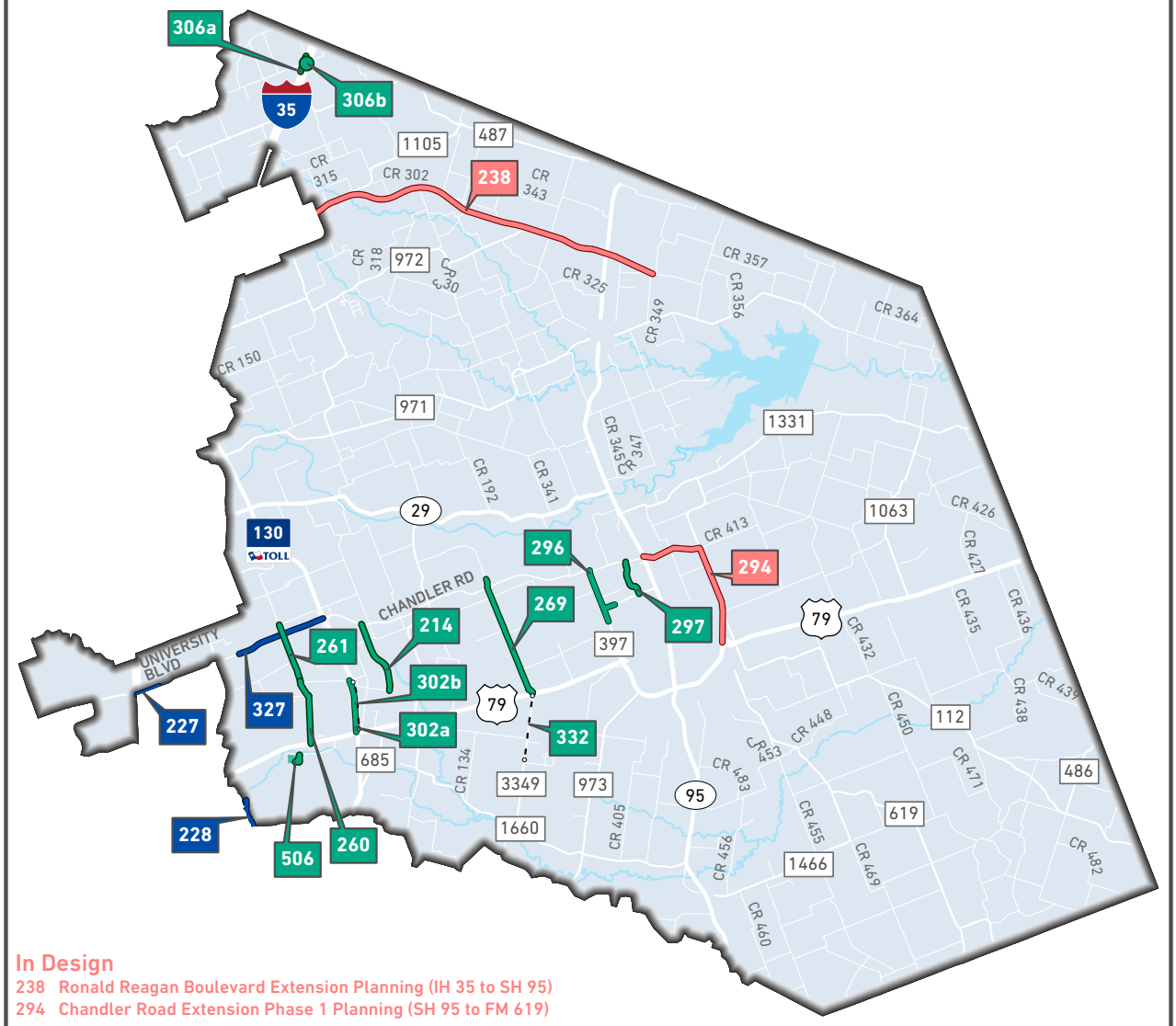

## In Design

4.35 FM 1660 (PTF)

## Completed/Open to Traffic

1.10 Wyoming Springs North
3.01 FM 1460 to CR 110
3.10 CR 142
3.12 CR 152 Bridge Replacement
3.13 CR 157
3.18 CR 314
3.23 SH 29/CR 104 – Phase 1
3.25 CR 104 - Phase 2
3.42 CR 111 / CR 105 (Westinghouse Rd.) - FM 1460 to SH 130
3.44 CR 110 North (North of CR 107 to North of Sam Houston)
3.45 CR 110 Middle (North of Limmer Loop to CR 107)
3.48 SH 29 Widening - 12" Water Main Relocation
4.01a CR 427 Bridge Replacement
4.01b CR 390 Bridge Replacement
4.01c CR 406 Bridge Replacement
4.02 CR 424 Bridge Replacement
4.03 Chandler Road - Phase 1
4.04 CR 100
4.06 CR 119
4.07 CR 122 at US 79
4.08 CR 124
4.09 CR 132
4.10 CR 136
4.11 CR 137
4.12 CR 138 & CR 139 Alignment
4.13 CR 300 & CR 301
4.14 CR 302
4.15 CR 347 & CR 348
4.16 CR 368 & CR 369 (CR 101 to CR 366)
4.17 CR 404
4.18 CR 412
4.19 CR 466
4.20 FM 397 at SH 95 Signal
4.21 Gattis School Rd. ROW
4.22 Limmer Loop - Phase 1A
4.23 Thrall School Zone
4.24 US 79 - Section 1
4.25 US 79 - Section 2
4.26 US 79 - Section 3A
4.27 Chandler Rd. - Phase 2
4.28 Limmer Loop - Phase 1B
4.29 CR 113 / Old Settlers Blvd.
4.30 Limmer Loop - Phase 1C
4.31 Kenney Fort Boulevard - Phase 1
4.33 Chandler Rd. - Phase 3A
4.34 Chandler Rd. - Phase 3B
4.36 Gattis School Road
4.37 US 79 - Section 3 (PTF)
4.38 2nd Street Improvements
4.39 2nd Street Drainage Improvements
4.40 US 79 Section 5A (PTF)
4.41 US 79 Section 5B (PTF)
4.43 FM 1460 Section 2
4.44 CR 138
4.46 FM 1660 at Landfill Rd. (CR 128)
4.48 CR 119
4.49 CR 108
4.50 CR 351 at Donahoe Creek
4.51 CR 110 / Arterial A
4.52 University Blvd. (Chandler Rd.) Expansion
4.54 CR 110 South - (US 79 to Limmer Lp)
4.56 CR 110 at University Blvd. (Signal)
4.57 Gattis School Rd. at Winterfield Dr. (Signal)
4.58 Tradesman Park Crossing

# 2013 ROAD BOND PROGRAM PROJECTS
## Precinct 4 - Commissioner Boles




### In Design
238 Ronald Reagan Boulevard Extension Planning (IH 35 to SH 95)
294 Chandler Road Extension Phase 1 Planning (SH 95 to FM 619)

### Under Construction/Bidding
227 University Boulevard Widening (IH 35 to Sunrise Road)
228 Kenney Fort Boulevard Segments 2 and 3 (Forest Creek Boulevard to SH 45)
327 University Boulevard (Chandler Road) Expansion (FM 1460 to SH 130)

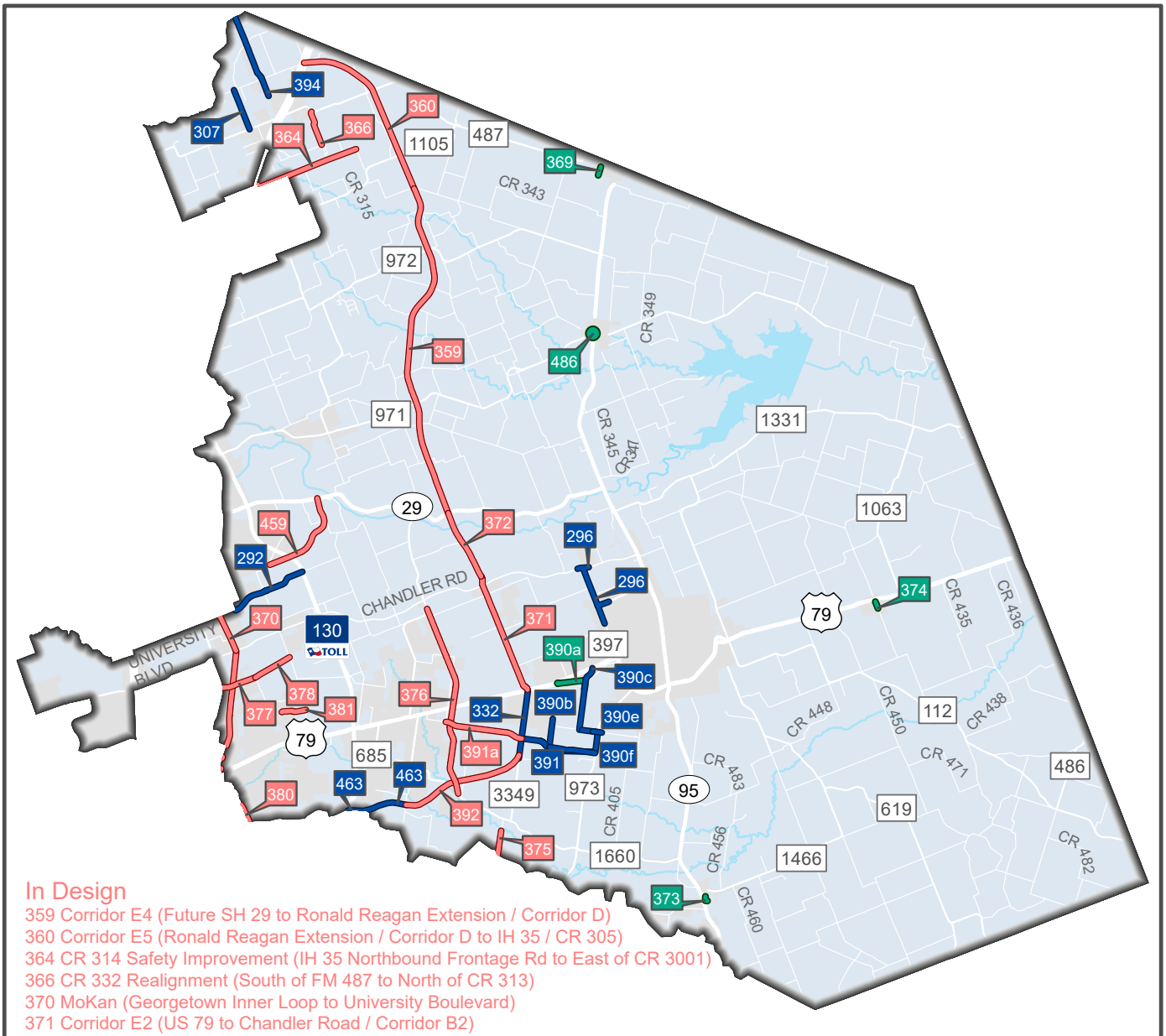
### Completed/Open to Traffic
214 CR 119 (Limmer Loop to Chandler Road)
260 CR 110 South (US 79 to Limmer Loop)
261 CR 110 Middle (Limmer Loop to CR 107)
296 CR 366 Widening (Chandler Road to Carlos G. Parker Boulevard)
269 CR 101 (US 79 to North of Chandler Road)
297 East Williamson County Park Road / Bill Pickett Trail (Carlos Parker Boulevard to Chandler Road)
302a SH 130 Frontage Roads Phase 3 (Southbound Frontage Road US 79 to Limmer Loop)
302b SH 130 Traffic
306a Relocation of 48" Williamson County Regional Raw Waterline - Line A
306b CR 305 at IH 35 Bridge Replacement
332 FM 3349/US 79 Interchange (US 79 to CR 404)
506 Oak Bluff and Greenfield Drainage Improvements

Study

\\ausw00\jobs2\61272_WilcoDesign&PlanGEC\Techprod\GIS\APRX\Road Bond Program Project\WILCO - Road Bond Program Project.aprx

# 2019 ROAD BOND PROGRAM PROJECTS

## Precinct 4 - Commissioner Boles




### In Design

359 Corridor E4 (Future SH 29 to Ronald Reagan Extension / Corridor D)
360 Corridor E5 (Ronald Reagan Extension / Corridor D to IH 35 / CR 305)
364 CR 314 Safety Improvement (IH 35 Northbound Frontage Rd to East of CR 3001)
366 CR 332 Realignment (South of FM 487 to North of CR 313)
370 MoKan (Georgetown Inner Loop to University Boulevard)
371 Corridor E2 (US 79 to Chandler Road / Corridor B2)
372 Corridor E3 (Chandler Road / Corridor B2 to Future SH 29)
375 CR 129 (South of Brushy Creek to North of the South Williamson County Line)
376 CR 134/CR 132 Extension (Hutto Arterial)
377 CR 112 Widening (FM 1460/A.W. Grimes to CR 117)
378 CR 112 Widening (CR 117 to CR 110)
380 MoKan (University Boulevard to SH 45)
381 Old Settlers Boulevard (North Red Bud Lane/CR 122 to CR 110)
390e CR 404 at FM 973 (CR 404)
391a CR 132 Realignment
392 Southeast Loop Segment 2, Phase 1 (CR 137 to CR 404)
459 Southeast Inner Loop Extension (Corridor C)
(Sam Houston Avenue at Patriot Way to SH 29)

### Under Construction/Bidding

292 CR111/CR105 Westinghouse (FM 1460 to SH 130)
296 CR 366 (Chandler Road to Carlos G. Parker Boulevard Northwest)
307 Bud Stockton Extension (CR 305 to FM 487)
332 FM 3349/US 79 Interchange (US 79 to CR 404)
390c CR 401/CR 404 Improvements (US 79 to CR 404)
390e CR 404 at FM 973 (CR 404)
390f Samsung Highway (Future County Road) (CR 404 to FM 973)
391 CR 404 Realignment (CR 404 to FM 3349)
394 CR 307 Reconstruction (CR 307 North of CR 305 Jarrell)
463 Southeast Loop Segment 1, Phase 1 (Corridor E1) (CR 138 to CR 137)

### Completed/Open to Traffic

369 Bartlett Project (Cotrell Street)
373 Coupland Street Project (S. Broad & Muery Streets)
390a CR Improvements and Paving (CR401, CR402, CR404)
390b CR 404 Hutto Water Line Realignment (Along future CR 404, from CR 404 to CR 404 at FM 973)
374 Thrall Street Project - S. Bounds Street
486 Granger Project (Davilla Street Culvert) (Davilla Street to N Walton Street)

**CR 101 (US 79 to Chandler Road)**
**Project No. 2138**

Original Contract Price = $13,092,842.00

| Letting | Award | Notice To Proceed | Begin Work | Substantial Completion | Completion Certificate | | Total Bid Days | Days Added | Total Days |
|---|---|---|---|---|---|---|---|---|---|
| 10/10/2019 | 11/5/2019 | 6/26/2020 | 7/6/2020 | 3/1/2022 | | | 540 | 64 | 604 |

| Invoice Number | Beginning Date | Ending Date | Days Charged | Current Invoice | Invoiced Total | Current Retainage | Total Retainage | % ($) Used | % Time Used |
|---|---|---|---|---|---|---|---|---|---|
| 1 | 7/6/2020 | 7/25/2020 | 20 | $366,881.43 | $366,881.43 | $40,764.60 | $40,764.60 | 3 | 3 |
| 2 | 7/26/2020 | 8/30/2020 | 36 | $2,072,374.48 | $2,439,255.91 | $230,263.83 | $271,028.43 | 21 | 9 |
| 3 | 8/31/2020 | 9/23/2020 | 24 | $66,831.99 | $2,506,087.90 | $7,425.78 | $278,454.21 | 21 | 13 |
| 4 | 9/24/2020 | 10/25/2020 | 32 | $531,044.64 | $3,037,132.54 | $59,004.96 | $337,459.17 | 26 | 19 |
| 5 | 10/26/2020 | 11/29/2020 | 35 | $424,017.36 | $3,461,149.90 | $47,113.04 | $384,572.21 | 30 | 24 |
| 6 | 11/30/2020 | 12/27/2020 | 28 | $709,323.98 | $4,170,473.88 | $78,813.77 | $463,385.98 | 36 | 29 |
| 7 | 12/28/2020 | 1/27/2021 | 31 | $294,970.38 | $4,465,444.26 | $32,774.49 | $496,160.47 | 38 | 34 |
| 8 | 2/1/2021 | 2/28/2021 | 28 | $293,948.14 | $4,759,392.40 | $32,660.91 | $528,821.38 | 41 | 39 |
| 9 | 3/1/2021 | 3/31/2021 | 31 | $367,172.81 | $5,126,565.21 | $40,796.97 | $569,618.35 | 44 | 44 |
| 10 | 4/1/2021 | 4/30/2021 | 30 | $421,691.16 | $5,548,256.37 | $46,854.58 | $616,472.93 | 47 | 49 |
| 11 | 5/1/2021 | 5/31/2021 | 31 | $703,963.56 | $6,252,219.93 | $78,218.17 | $694,691.10 | 53 | 54 |
| 12 | 6/1/2021 | 6/30/2021 | 30 | $348,806.38 | $6,601,026.31 | $38,756.27 | $733,447.37 | 56 | 59 |
| 13 | 7/1/2021 | 7/31/2021 | 31 | $450,541.31 | $7,051,567.62 | $50,060.14 | $783,507.51 | 60 | 64 |
| 14 | 8/1/2021 | 8/31/2021 | 31 | $759,767.66 | $7,811,335.28 | $84,418.63 | $867,926.14 | 67 | 69 |
| 15 | 9/1/2021 | 9/30/2021 | 30 | $572,768.63 | $8,384,103.91 | $63,640.96 | $931,567.10 | 71 | 74 |
| 16 | 10/1/2021 | 10/31/2021 | 31 | $731,491.99 | $9,115,595.90 | -$451,798.89 | $479,768.21 | 74 | 79 |
| 17 | 11/1/2021 | 11/30/2021 | 30 | $496,699.04 | $9,612,294.94 | $26,142.05 | $505,910.26 | 78 | 84 |
| 18 | 12/1/2021 | 12/31/2021 | 31 | $786,832.47 | $10,399,127.41 | $41,412.24 | $547,322.50 | 84 | 89 |
| 19 | 1/1/2022 | 1/31/2022 | 31 | $168,386.88 | $10,567,514.29 | $8,862.46 | $556,184.96 | 85 | 95 |
| 20 | 2/1/2022 | 2/28/2022 | 28 | $662,254.39 | $11,229,768.68 | $34,855.50 | $591,040.46 | 91 | 99 |
| 21 | 3/1/2022 | 3/31/2022 | 1 | $174,865.08 | $11,404,633.76 | $9,203.42 | $600,243.88 | 92 | 99 |
| 22 | 4/1/2022 | 4/30/2022 | 0 | $427,447.18 | $11,832,080.94 | -$358,772.84 | $241,471.04 | 93 | 100 |
| 23 | 5/1/2022 | 5/31/2022 | 0 | $58,135.36 | $11,890,216.30 | $1,186.44 | $242,657.48 | 93 | 100 |
| 24 | 6/1/2022 | 6/30/2022 | 0 | $1,755.09 | $11,891,971.39 | $35.81 | $242,693.29 | 93 | 100 |
| 25 | 7/1/2022 | 7/31/2022 | 0 | $1,665.44 | $11,893,636.83 | $33.99 | $242,727.28 | 93 | 100 |
| 26 | 8/1/2022 | 9/30/2022 | 0 | $36,850.58 | $11,930,487.41 | $752.05 | $243,479.33 | 93.4 | 100 |

1/31/2023 Comments - Final Balancing Change Order has been processed, coordinating final acceptance with the contractor.

| Change Order Number | Approved | Cost This CO | Total COs |
|---|---|---|---|
| 01 | 9/14/2021 | $ 139,570.57 | $ 139,570.57 |

3F: County Convenience. Additional work desired by the County. This Change Order adds various changes to the project, including additional pipe underdrains to help alleviate groundwater, concrete used to backfill Culvert 4, and use of full-depth asphalt on side roads and intersections to expedite reconstruction of roadways.

| Change Order Number | Approved | Cost This CO | Total COs |
|---|---|---|---|
| 02 | 9/14/2021 | $ 87,600.15 | $ 227,170.72 |

3F: County Convenience. Additional work desired by the County. This Change Order documents the change in the method of installation of the 24" waterline encasement pipe across CR 368 and CR 101 and adds 4 - 4" bores and water meter relocations to the contract.

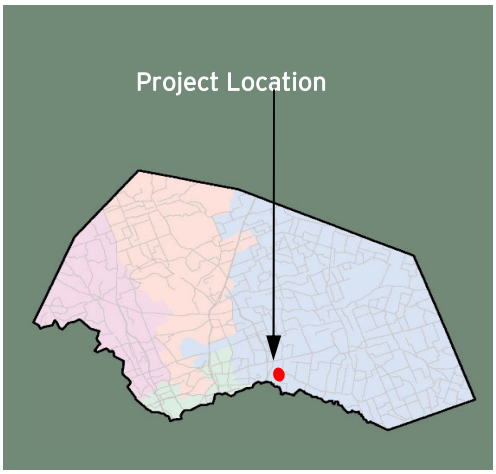
| Change Order Number | Approved | Cost This CO | Total COs |
|---|---|---|---|
| 03 | 9/28/2021 | $ 81,281.83 | $ 308,452.55 |

3B: County Convenience. Public relations improvement. This change order changes the pavement section from typical flexible base to full-depth asphalt at south end tie-in to existing pavement, adds a driveway for a landowner and adds a sixth wire and water gap fence across Little Mustang Creek.

| Change Order Number | Approved | Cost This CO | Total COs |
|---|---|---|---|
| 04 | 9/28/2021 | $ (366,519.81) | $ (58,067.26) |

3C. County Convenience. Implementation of a Value Engineering finding. This Change Order removes quantities for various Jonah Water SUD water line items, due to an alignment shift at the southern end of the project at the US 79 intersection. 3F. County Convenience. Additional work desired by the County. This change order adds a force account item to the contract to compensate the contractor for pavement repairs in the roadway and to perform grading to prevent future saturation.

Adjusted Price = $13,034,774.74




**Southeast Loop Segment 1, Phase 1**
(Northbound Frontage of SH 130 to CR 137)

Project Length: 1.848 Miles
Roadway Classification: Rural Collector

Project Schedule: July 2021 - Summer 2023
Estimated Construction Cost: $11.7 Million

## JANUARY 2023 IN REVIEW

1/6/2023: James Construction (JCG) formed and poured the concrete riprap at Abutment 8 for the SCS Pond 21 Bridge. JCG placed topsoil at the east end of the project and formed the safety end treatment riprap for the drainage pipe near the Bridge Church Driveway. Subcontractor TEM seeded and blanketed the banks of the SCS Pond.

1/13/2023: JCG formed and poured the riprap for ditch line west of the DNT driveway. JCG placed topsoil throughout the project and patched wingwalls and curb and gutter. JCG placed the seal-joints in the expansion joints on both bridges. Subcontractor TEM placed seed and blankets on the east side of the SCS Pond in the inundation easement and under the bridge.

1/20/2023: JCG poured the bridge rail for the Tributary and SCS Pond 21 bridges. Subcontractor TEM placed seed and blankets on the slopes of retaining walls 4 and 5.

1/27/2023: JCG began working on the removal of the rebar and curb to install the crash cushions on each bridge between the Southgate and Bridge Church driveways. JCG removed the neighborhood sign between Dana Drive and Little Lake Road.

Design Engineer: RTG
Contractor: James Construction
Construction Observation:
Kyle McCoy, HNTB

Williamson County
Road Bond Program

HNTB

**Project Name: Southeast Loop Segment 1, Phase 1**
**Project No. T3346**

Original Contract Price = $11,526,789.09

| Letting | Award | Notice To Proceed | Begin Work | Substantial Completion | Completion Certificate | | Total Bid Days | Days Added | Total Days |
|---|---|---|---|---|---|---|---|---|---|
| 3/30/2021 | 4/27/2021 | 7/12/2021 | 7/19/2021 | | | | 534 | 24 | 558 |

| Invoice Number | Beginning Date | Ending Date | Days Charged | Current Invoice | Invoiced Total | Current Retainage | Total Retainage | % ($) Used | % Time Used |
|---|---|---|---|---|---|---|---|---|---|
| 1 | 7/19/2021 | 8/31/2021 | 44 | $767,411.06 | $767,411.06 | $85,267.90 | $85,267.90 | 7 | 8 |
| 2 | 9/1/2021 | 9/30/2021 | 30 | $328,739.28 | $1,096,150.34 | $36,526.58 | $121,794.48 | 10 | 13 |
| 3 | 10/1/2021 | 10/31/2021 | 31 | $221,811.16 | $1,317,961.50 | $24,645.69 | $146,440.17 | 12 | 19 |
| 4 | 11/1/2021 | 11/30/2021 | 30 | $278,008.69 | $1,595,970.19 | $30,889.85 | $177,330.02 | 15 | 24 |
| 5 | 12/1/2021 | 12/31/2021 | 31 | $331,070.23 | $1,927,040.42 | $36,785.58 | $214,115.60 | 18 | 30 |
| 6 | 1/1/2022 | 1/31/2022 | 31 | $624,535.89 | $2,551,576.31 | $69,392.88 | $283,508.48 | 24 | 35 |
| 7 | 2/1/2022 | 2/28/2022 | 28 | $352,666.85 | $2,904,243.16 | $39,185.20 | $322,693.68 | 27 | 40 |
| 8 | 3/1/2022 | 3/31/2022 | 31 | $815,310.79 | $3,719,553.95 | $90,590.09 | $413,283.77 | 35 | 46 |
| 9 | 4/1/2022 | 4/30/2022 | 30 | $741,856.71 | $4,461,410.66 | $82,428.53 | $495,712.30 | 42 | 51 |
| 10 | 5/1/2022 | 5/31/2022 | 31 | $625,433.98 | $5,086,844.64 | $69,492.66 | $565,204.96 | 48 | 57 |
| 11 | 6/1/2022 | 6/30/2022 | 30 | $498,845.27 | $5,585,689.91 | $55,427.25 | $620,632.21 | 53 | 62 |
| 12 | 7/1/2022 | 7/31/2022 | 31 | $521,580.90 | $6,107,270.81 | $57,953.44 | $678,585.65 | 58 | 68 |
| 13 | 8/1/2022 | 8/31/2022 | 31 | $672,002.44 | $6,779,273.25 | $74,666.93 | $753,252.58 | 64 | 73 |
| 14 | 9/1/2022 | 9/30/2022 | 30 | $936,075.41 | $7,715,348.66 | $104,008.38 | $857,260.96 | 73 | 79 |
| 15 | 10/1/2022 | 10/31/2022 | 31 | $851,880.44 | $8,567,229.10 | -$406,354.16 | $450,906.80 | 77 | 84 |
| 16 | 11/1/2022 | 11/30/2022 | 30 | $625,071.12 | $9,192,300.22 | $32,898.48 | $483,805.28 | 82 | 90 |
| 17 | 12/1/2022 | 12/31/2022 | 31 | $290,510.48 | $9,482,810.70 | $15,290.02 | $499,095.30 | 85 | 95 |

1/31/2023 Comments - Concrete barrier, concrete and rock riprap, and installation of environmental measures continue.

| Change Order Number | Approved | Cost This CO | Total COs |
|---|---|---|---|
| 01 | 8/3/2021 | $ 148,710.35 | $ 148,710.35 |

6B. This Change Order adds the installation of barbed wire fence and gates along the north and south sides of the right of way on the Wolfe property. The Contractor will not be able to start work until the fence is installed. Twenty four (24) days are being added to the contract to compensate the contractor for this impact.

| Change Order Number | Approved | Cost This CO | Total COs |
|---|---|---|---|
| 02 | 10/4/2002 | $73,007.39 | $221,717.74 |

2C. Differing site conditions (Unforeseeable). New development (conditions changing after PS&E completed): This Change Order documents various changes to the contract related to new developer and Church driveways on the west end of the project. 3F. County Convenience. Additional work desired by the County: In addition to the driveways, the bridge rail was changed along the bridge to a more appealing look. 1B. Design Error or Omission. Other: Additional excavation was needed in Pond 21 to create more volume and line EA had to be adjusted for optimum flow along Wall 4.

Adjusted Price = $11,748,506.83

**Project Name: Coupland (S. Broad and Muery St.) Project**
**Project No. 21IFB20**

Original Contract Price = $519,919.00

| Letting | Award | Notice To Proceed | Begin Work | Substantial Completion | Completion Certificate | | Total Bid Days | Days Added | Total Days |
|---|---|---|---|---|---|---|---|---|---|
| 10/13/2021 | 10/27/2021 | 3/25/2022 | 4/5/2022 | 6/15/2022 | | | 96 | | 96 |

| Invoice Number | Beginning Date | Ending Date | Days Charged | Current Invoice | Invoiced Total | Current Retainage | Total Retainage | % ($) Used | % Time Used |
|---|---|---|---|---|---|---|---|---|---|
| 1 | 4/5/2022 | 7/8/2022 | 72 | $284,289.95 | $284,289.95 | $31,587.77 | $31,587.77 | 70 | 75 |
| 2 | 9/9/2022 | 9/23/2022 | 0 | $156,134.52 | $440,424.47 | -$22,599.52 | $8,988.25 | 99.7 | 75 |

1/31/2023 Comments - Coordinating final paperwork with the Contractor.

| Change Order Number | Approved | Cost This CO | Total COs |
|---|---|---|---|
| 01 | 9/14/2022 | $ (68,961.25) | $ (68,961.25) |

2. Differing Site Conditions. 2E. Miscellaneous difference in site conditions (unforeseeable). 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.

Adjusted Price = $450,957.75

**Project Name: Bartlett Project - Cotrell Street**
**Project No. 21IFB16**

Original Contract Price = $419,919.00

| Letting | Award | Notice To Proceed | Begin Work | Substantial Completion | Completion Certificate | | Total Bid Days | Days Added | Total Days |
|---|---|---|---|---|---|---|---|---|---|
| 10/6/2021 | 10/20/2021 | 11/10/2021 | 11/20/2021 | 2/18/2022 | 4/21/2022 | | 70 | 21 | 91 |

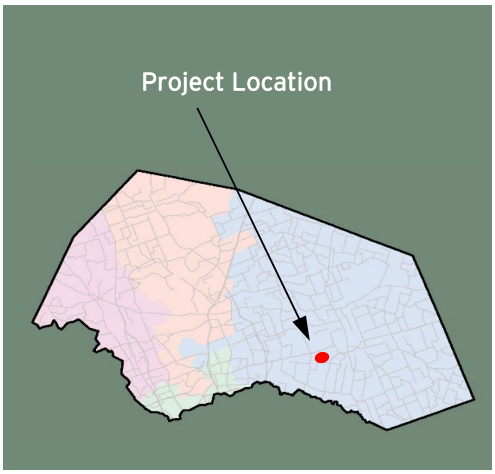
| Invoice Number | Beginning Date | Ending Date | Days Charged | Current Invoice | Invoiced Total | Current Retainage | Total Retainage | % ($) Used | % Time Used |
|---|---|---|---|---|---|---|---|---|---|
| 1 | 11/20/2021 | 2/18/2022 | 91 | $366,507.14 | $366,507.14 | $40,723.02 | $40,723.02 | 98 | 100 |
| 2 | 2/19/2022 | 5/13/2022 | 0 | $41,927.61 | $408,434.75 | -$32,387.62 | $8,335.40 | 100.0 | 100 |

1/31/2023 Comments - Coordinating final pay request and paperwork with the Contractor.

| Change Order Number | Approved | Cost This CO | Total COs |
|---|---|---|---|
| 01 | 3/29/2022 | $ (3,148.85) | $ (3,148.85) |

2E. Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions (unforeseeable). 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. New items are being added to pay the contractor for removal of existing driveway pipe and installation of new driveway pipe.

Adjusted Price = $416,770.15




**CR 401 Reconstruction**

**Project Length: 1.253 Miles**
**Roadway Classification: Rural Collector**

**Project Schedule: April 2022 - Summer 2023**
**Estimated Construction Cost: $13.4 Million**

## JANUARY 2023 IN REVIEW

1/6/2023: James Construction (JCG) processed subgrade at the south end of the project. JCG placed the remaining box culvert sections for Culvert 3 at the far south end of the project. JCG formed and poured Abutment 1 and 3 caps and columns 4 and 5 for the bridge at the Mustang Creek Tributary. Subcontractor Sexton continued boring the water line by Mustang Creek Tributary.

1/13/2023: JCG lime treated the subgrade at the south end of the project. JCG placed the reinforcing steel, formed and poured Bent 2 cap for the bridge at the Mustang Creek Tributary. The contractor continued placing flexible base and excavating for the median widening at US 79.

1/20/2023: JCG placed rip rap at the bottom of abutments 1 and 3 and placed the cement stabilized backfill at abutments 1 and 3 of the Mustang Creek Tributary Bridge. The contractor placed and processed flexible base for the median widening at US 79. Subcontractor Sexton continued pushing the water line through the encasement by the Mustang Creek Tributary.

1/27/2023: JCG completed placement of the cement stabilized backfill at abutments 1 and 3 of the Mustang Creek Tributary Bridge. The contractor set beams 1-4 on spans 1 and 2 of the Mustang Creek Tributary bridge.

Design Engineer: HNTB
Contractor: James Construction
Construction Observation:
Kyle McCoy, HNTB

**Williamson County**
**Road Bond Program**

**Project Name: CR 401 Reconstruction Project**
**Project No. 22IFB57**

Original Contract Price = $12,673,200.94

| Letting | Award | Notice To Proceed | Begin Work | Substantial Completion | Completion Certificate | | Total Bid Days | Days Added | Total Days |
|---|---|---|---|---|---|---|---|---|---|
| 3/11/2022 | 3/22/2022 | 4/21/2022 | 5/2/2022 | | | | 505 | -70 | 435 |

| Invoice Number | Beginning Date | Ending Date | Days Charged | Current Invoice | Invoiced Total | Current Retainage | Total Retainage | % ($) Used | % Time Used |
|---|---|---|---|---|---|---|---|---|---|
| 1 | 4/14/2022 | 4/21/2022 | 0 | $541,350.00 | $541,350.00 | $60,150.00 | $60,150.00 | 5 | 0 |
| 2 | 4/22/2022 | 5/31/2022 | 30 | $213,264.25 | $754,614.25 | $23,696.03 | $83,846.03 | 6 | 7 |
| 3 | 6/1/2022 | 7/1/2022 | 31 | $1,394,793.70 | $2,149,407.95 | $154,977.08 | $238,823.11 | 18 | 14 |
| 4 | 7/2/2022 | 7/31/2022 | 30 | $690,418.59 | $2,839,826.54 | $76,713.17 | $315,536.28 | 24 | 21 |
| 5 | 8/1/2022 | 8/31/2022 | 31 | $276,688.62 | $3,116,515.16 | $30,743.18 | $346,279.46 | 26 | 28 |
| 6 | 9/1/2022 | 9/30/2022 | 30 | $784,682.38 | $3,901,197.54 | $87,186.93 | $433,466.39 | 32 | 35 |
| 7 | 10/1/2022 | 10/31/2022 | 31 | $776,738.57 | $4,677,936.11 | $86,304.29 | $519,770.68 | 39 | 42 |
| 8 | 11/1/2022 | 11/30/2022 | 30 | $875,684.24 | $5,553,620.35 | $97,298.25 | $617,068.93 | 46 | 49 |
| 9 | 12/1/2022 | 12/31/2022 | 31 | $422,000.74 | $5,975,621.09 | $46,888.97 | $663,957.90 | 50 | 56 |

1/31/2023 Comments - Contractor placed flex base for the new CR 401 S of the Mustang Creek Tributary Bridge; placed bent caps and abutments and set beams for Ph 2 of the bridge over the Mustang Creek Tributary Bridge.

| Change Order Number | Approved | Cost This CO | Total COs |
|---|---|---|---|
| 01 | 9/15/2022 | $ 13,315.52 | $ 13,315.52 |

3G. County Convenience. Compliance requirements of new laws and/or policies. Revised the pavement section within the US 79 TxDOT ROW to meet their requirements and revised some signal phasing/timing at the proposed intersection of US 79 and CR 401.

| Change Order Number | Approved | Cost This CO | Total COs |
|---|---|---|---|
| 02 | 9/20/2022 | $ 414,400.00 | $ 427,715.52 |

4B. Third Party Accommodation. Third party requested work. This Change Order reduces the Contract Time by 70 days, from 505 Calendar days to 435 Calendar Days with a maximum incentive cap. This acceleration in the Contract Time is necessary, in order to meet the County's project delivery deadline of 7/31/2023.

| Change Order Number | Approved | Cost This CO | Total COs |
|---|---|---|---|
| 03 | 10/5/2022 | $ 214,351.37 | $ 642,066.89 |

3F. County Convenience. Additional work desired by the County. This Change Order changes the City of Taylor water line pipe material from ductile iron to PVC. This is necessary, due to the availability of materials.

Adjusted Price = $13,404,472.74

**Project Name: CR 404 Hutto Water Line HDPE Pipe**
**Project No. 22IFB96**

Original Contract Price = $1,862,199.25

| Letting | Award | Notice To Proceed | Begin Work | Substantial Completion | Completion Certificate | | Total Bid Days | Days Added | Total Days |
|---|---|---|---|---|---|---|---|---|---|
| 5/2/2022 | 5/10/2022 | 5/13/2022 | 5/23/2022 | 9/30/2022 | 10/4/2022 | | 30 | 105 | 135 |

| Invoice Number | Beginning Date | Ending Date | Days Charged | Current Invoice | Invoiced Total | Current Retainage | Total Retainage | % ($) Used | % Time Used |
|---|---|---|---|---|---|---|---|---|---|
| 1 | 5/23/2022 | 5/31/2022 | 9 | $1,435,719.80 | $1,435,719.80 | $75,564.20 | $75,564.20 | 81 | 7 |
| 2 | 6/1/2022 | 6/30/2022 | 30 | $115,763.68 | $1,551,483.48 | $6,092.83 | $81,657.03 | 88 | 29 |
| 3 | 7/1/2022 | 7/31/2022 | 31 | $91,900.31 | $1,643,383.79 | $4,836.85 | $86,493.88 | 93 | 52 |
| 4 | 8/1/2022 | 8/31/2022 | 31 | $93,601.60 | $1,736,985.39 | $4,926.40 | $91,420.28 | 98 | 75 |
| 5 | 9/1/2022 | 9/30/2022 | 30 | $8,353.90 | $1,745,339.29 | $439.68 | $91,859.96 | 99 | 97 |
| 6 | 10/1/2022 | 10/31/2022 | 4 | $55,115.98 | $1,800,455.27 | -$55,115.97 | $36,743.99 | 99 | 100 |
| 7 | 11/1/2022 | 12/31/2022 | 0 | $21,679.55 | $1,822,134.82 | $442.44 | $37,186.43 | 100% | 100 |

1/31/2023 Comments - Coordinating close out paperwork with the contractor.

| Change Order Number | Approved | Cost This CO | Total COs |
|---|---|---|---|
| 01 | 12/21/2022 | -2,878.00 | -2,878.00 |

3F. County Convenience. Additional work desired by the County. This Change Order creates an item to reimburse the Contractor for the additional bond premium paid to comply with the City of Hutto bond requirements. Additionally, there will be one hundred five days added to the contract to administratively match the date of the Contractor's request for Substantial Completion. The HDPE pipe was delivered per the contract requirements but the letter requesting Substantial Completion was submitted late.

Adjusted Price = $1,859,321.25

**Project Name: CR 404 Hutto Water Line Realignment**
**Project No. T5045**

Original Contract Price = $2,897,639.00

| Letting | Award | Notice To Proceed | Begin Work | Substantial Completion | Completion Certificate | Total Bid Days | Days Added | Total Days |
|---|---|---|---|---|---|---|---|---|
| 8/25/2021 | 9/14/2021 | 5/13/2022 | 5/23/2022 | 10/4/2022 | | 65 | 66 | 131 |

| Invoice Number | Beginning Date | Ending Date | Days Charged | Current Invoice | Invoiced Total | Current Retainage | Total Retainage | % ($) Used | % Time Used |
|---|---|---|---|---|---|---|---|---|---|
| 1 | 1/12/2022 | 2/6/2022 | 0 | $49,500.00 | $49,500.00 | $5,500.00 | $5,500.00 | 2 | 0 |
| 2 | 2/7/2022 | 4/30/2022 | 0 | $144,305.28 | $193,805.28 | $16,033.92 | $21,533.92 | 7 | 0 |
| 3 | 5/23/2022 | 6/30/2022 | 39 | $397,058.96 | $590,864.24 | $44,117.66 | $65,651.58 | 20 | 30 |
| 4 | 7/1/2022 | 7/31/2022 | 31 | $817,451.13 | $1,408,315.37 | $90,827.91 | $156,479.49 | 48 | 53 |
| 5 | 8/1/2022 | 8/31/2022 | 31 | $939,288.59 | $2,347,603.96 | -$32,921.39 | $123,558.10 | 76 | 77 |
| 6 | 9/1/2022 | 9/30/2022 | 30 | $437,512.66 | $2,785,116.62 | $23,026.99 | $146,585.09 | 90 | 100 |
| 7 | 10/1/2022 | 10/31/2022 | 0 | $215,612.00 | $3,000,728.62 | $11,348.00 | $157,933.09 | 97 | 100 |
| 8 | 11/1/2022 | 11/30/2022 | 0 | $229,003.10 | $3,229,731.72 | -$92,020.20 | $65,912.89 | 101 | 100 |

1/31/2023 Comments - Coordinating final paperwork with the Contractor.

| Change Order Number | Approved | Cost This CO | Total COs |
|---|---|---|---|
| 01 | 6/9/2022 | $ (232,550.27) | $ (232,550.27) |

3F. County Convenience. Additional work desired by the County. This Change Order revises the original water line pipe design from 18 inch ductile iron to 24 inch HDPE pipe. Due to the Contract value of this requested change, the 24 inch HDPE pipe material and the fusion of that pipe is also being removed from this Contract and will be bid under a separate Contract.

| Change Order Number | Approved | Cost This CO | Total COs |
|---|---|---|---|
| 02 | 7/12/2022 | $ 625,239.52 | $ 392,689.25 |

3F. County Convenience. Additional work desired by the County. This Change Order adds the relocation of the Jonah Water line along CR 401 that is currently in conflict with the CR 401 Reconstruction project. It is necessary to add this scope to this Contract, in order to meet Samsung's deadline of 7/31/2023.

| Change Order Number | Approved | Cost This CO | Total COs |
|---|---|---|---|
| 03 | 11/22/2022 | $ 47,778.00 | 440,467.25 |

2G. Unadjusted utility (unforeseeable). This Change Order adds the installation of a temporary bypass water line to avoid conflict of the proposed drill shafts for the bridge at Mustang Creek Tributary 2.

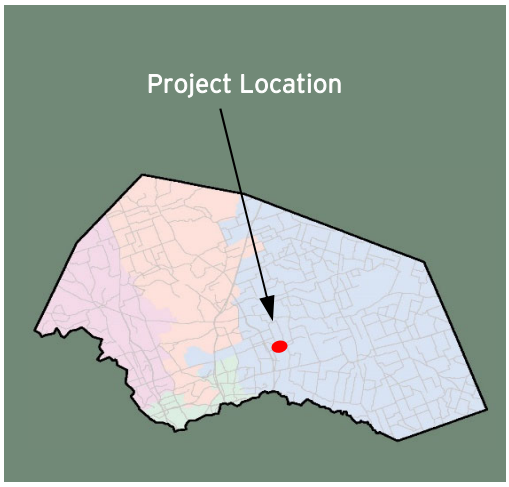
| Change Order Number | Approved | Cost This CO | Total COs |
|---|---|---|---|
| 04 | 12/6/2022 | $ 89,204.91 | 529,672.16 |

2I: Additional safety needs (unforeseeable). This Change Order is to pay the Contractor for performing flagging and monitoring operations while jacking and boring an encasement pipe with a water line carrier pipe underneath the Union Pacific Rail Road (UPRR) tracks. Flagging and track monitoring is required by UPRR, when there is work in or under their Right of Way.

| Change Order Number | Approved | Cost This CO | Total COs |
|---|---|---|---|
| 05 | 12/14/2022 | $ (155,246.74) | 374,425.42 |

2E. Miscellaneous difference in site conditions (unforseeable)(Item 9). This Change Order provides the final balancing for the overruns/underruns of Contract quantities on the project that are a result of addressing field conditions not accounted for in the original plans. This Change Order also adds line stops, gate valves, and open cutting for encasement to allow for an easier transition from the old water line to the new water line.

Adjusted Price = $3,272,064.42




**Samsung Highway (Future County Road)**
**(CR 404 to FM 973)**

**Project Length: 1.466 Miles**
**Roadway Classification: Rural Major Collector**

**Project Schedule: August 2022 - Fall 2023**
**Estimated Construction Cost: $11.3 Million**

## JANUARY 2023 IN REVIEW

1/6/2023: Chasco Constructors continued excavating down to subgrade at the east end of the project and hauling off waste material. Chasco completed pouring riprap at Abutment 9. Chasco placed reinforcing steel, formed, and poured concrete for Bent Cap 7.

1/13/2023: Chasco Constructors continued excavating down to subgrade at the east end of the project. Chasco placed reinforcing steel, formed, and poured concrete for Bent Cap 8.

1/20/2023: Chasco Constructors completed excavating down to subgrade. Chasco began processing lime on the west end of the project near CR 404. Chasco placed bearing pads for the Boggy Creek Tributary Bridge.

1/27/2023: Chasco continued processing lime on the west end of the project near CR 404. Chasco began placing beams for the Boggy Creek Tributary Bridge.

Design Engineer: HNTB
Contractor: Chasco
Construction Observation:
Bruce Williams, HNTB

Williamson County
Road Bond Program

HNTB

**Project Name: Samsung Highway (Future County Road) (CR 404 to FM 973)**
**Project No. 22IFB126**

Original Contract Price = $11,289,929.00

| Letting | Award | Notice To Proceed | Begin Work | Substantial Completion | Completion Certificate | | Total Bid Days | Days Added | Total Days |
|---|---|---|---|---|---|---|---|---|---|
| 7/12/2022 | 7/19/2022 | 8/5/2022 | 8/15/2022 | | | | 413 | | 413 |

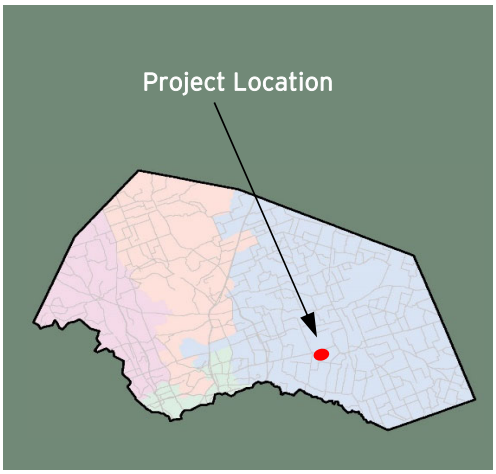
| Invoice Number | Beginning Date | Ending Date | Days Charged | Current Invoice | Invoiced Total | Current Retainage | Total Retainage | % ($) Used | % Time Used |
|---|---|---|---|---|---|---|---|---|---|
| 1 | 8/15/2022 | 9/27/2022 | 44 | $415,099.80 | $415,099.80 | $46,122.20 | $46,122.20 | 4 | 11 |
| 2 | 9/28/2022 | 10/31/2022 | 34 | $1,256,916.42 | $1,672,016.22 | $139,657.38 | $185,779.58 | 16 | 19 |
| 3 | 11/1/2022 | 11/30/2022 | 30 | $529,743.42 | $2,201,759.64 | $58,860.38 | $244,639.96 | 22 | 26 |
| 4 | 12/1/2022 | 12/31/2022 | 31 | $196,710.30 | $2,398,469.94 | $21,856.70 | $266,496.66 | 24 | 34 |

1/31/2023 Comments - Contractor completed bent caps and started setting beams and deck panels; finised excavating down to subgrade throughout the project and started lime stabilization.

| Change Order Number | Approved | Cost This CO | Total COs |
|---|---|---|---|
| 01 | 1/24/2023 | 41,260.00 | 41,260.00 |

1B. Design Error or Omission. Other: This Change Order adds two items to the Contract for installing a 4' x 2' box culvert (EE) and related wingwalls/headwalls.The work was shown in the plans but not included in the bid tab. This Change Order also removes SET (TY 1) (S=5ft)(HW=3FT) (6:1) (C) item. The work was removed from the plans but the item was left in the bid tab. These plan revisions were made prior to bidding due to outstanding items on the TxDOT permit for the work at the FM 973 tie-in.

Adjusted Price = $11,331,189.00




**FM 3349 at US 79**
**(FM 3349 from US 79 to CR 404 and new interchange on US 79 at FM 3349 and CR 101)**

**Project Length: 4.108 Miles**
**Roadway Classification: Rural Major Collector**

**Project Schedule: October 2022 - Summer 2025 (Roadwork)**
**Estimated Construction Cost: $81.9 Million**

## JANUARY 2023 IN REVIEW

1/6/2023: James Construction (JCG) and Subcontractor Wylie removed spoils from drill shafts. Subcontractor GK continued tying drill shaft rebar cages for bents 12 to 16 of the northbound bridges. Subcontractor Wylie continued drilling and pouring concrete for bridge Bents 12-16 southbound and northbound drill shafts.

1/13/2023: JCG built forms for bridge bent caps. Subcontractor GK continued tying drill shaft rebar cages of the northbound and southbound bridges. Subcontractor Wylie continued drilling and pouring concrete for the northbound bridge Bent 14 and the southbound Bent 12.

1/20/2023: JCG built forms for bridge columns and caps and set column forms for southbound bridge bent 2 and 3. Subcontractor Wylie completed drilling and pouring concrete for abutment 1 and 2 shafts.

1/27/2023: JCG poured concrete for columns on the FM 3349 southbound bridge bent 2 and 3 columns. JCG set forms for column numbers 2-5 on Bent 4 and column number 5 on Bent 5 of southbound FM 3349. Subcontractor GK continued tying drill shaft rebar cages for the northbound and southbound FM 3349 bridges. Subcontractor Wylie delivered drill shafts to Boggy Creek.

Design Engineer: HDR
Contractor: James Construction
Construction Observation:
Asif Mirzazada, HNTB

Williamson County
Road Bond Program

HNTB

**Project Name: FM 3349 at US 79**
**Project No. 22IFB139**

Original Contract Price = $81,941,038.13

| Letting | Award | Notice To Proceed | Begin Work | Substantial Completion | Completion Certificate | | Total Bid Days | Days Added | Total Days |
|---|---|---|---|---|---|---|---|---|---|
| 8/24/2022 | 9/26/2022 | 10/6/2022 | 10/17/2022 | | | | 1394 | | 1394 |

| Invoice Number | Beginning Date | Ending Date | Days Charged | Current Invoice | Invoiced Total | Current Retainage | Total Retainage | % ($) Used | % Time Used |
|---|---|---|---|---|---|---|---|---|---|
| 1 | 10/26/2022 | 11/25/2022 | 31 | $755,690.77 | $755,690.77 | $0.00 | $0.00 | 1 | 2 |
| 2 | 11/26/2022 | 12/25/2022 | 30 | $4,814,525.59 | $5,570,216.36 | $0.00 | $0.00 | 7 | 0 |
| 3 | 12/26/2022 | 1/25/2023 | 31 | $1,448,580.10 | $7,018,796.46 | $0.00 | $0.00 | 9 | 7 |

1/31/2023 Comments - Contractor completed drill shafts and started installing concrete columns for Ph 1 of the NB and SB frontage road bridges; drill shafts for the bridge over the tributary creek on the Jughandle were also completed; started roadway excavation of the Jughandle Rd.

Adjusted Price = $81,941,038.13

**CR 366 (Chandler Road to Carlos G. Parker Boulevard)**
**Project No. 22IFB138**

Original Contract Price = $17,694,262.46

| Letting | Award | Notice To Proceed | Begin Work | Substantial Completion | Completion Certificate | Total Bid Days | Days Added | Total Days |
|---|---|---|---|---|---|---|---|---|
| 8/31/2022 | 9/28/2022 | 12/27/2022 | 1/6/2023 | | | 515 | | 515 |

1/31/2023 Comments - Notice to Proceed was issued on 12/27/22 with time starting on 1/6/23. Contractor plans to begin work in February 2023.

Adjusted Price = $17,694,262.46

**Bud Stockton Extension (CR 305 to FM 487)**
**Project No. 23IFB13**

Original Contract Price = $5,917,275.00

| Letting | Award | Notice To Proceed | Begin Work | Substantial Completion | Completion Certificate | Total Bid Days | Days Added | Total Days |
|---|---|---|---|---|---|---|---|---|
| 12/12/2022 | 12/20/2022 | 1/3/2023 | 2/9/2023 | | | 177 | | 177 |

1/31/2023 Comments - Notice to Proceed was issued on 1/30/23 with work beginning on 2/9/23.

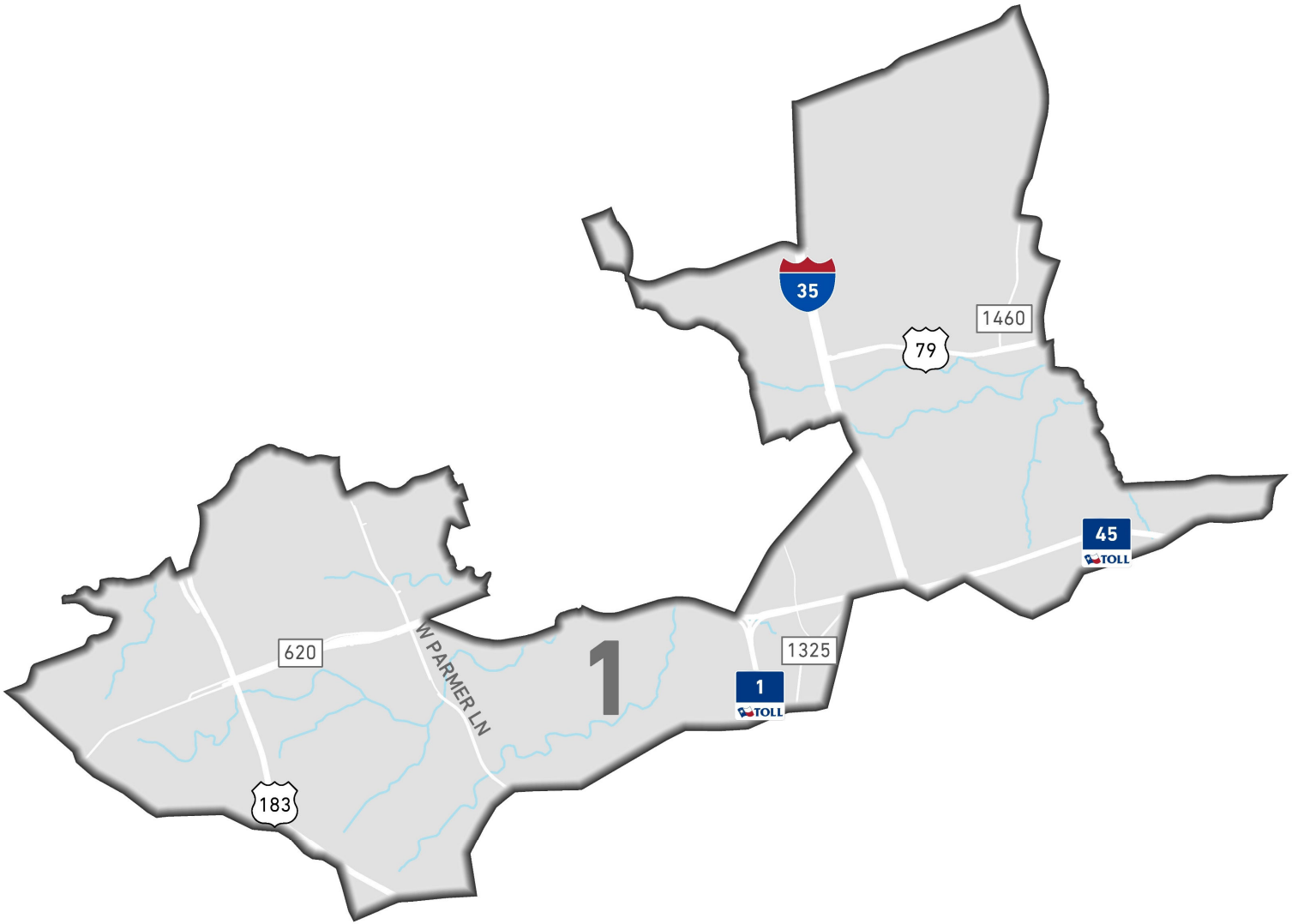
Adjusted Price = $5,917,275.00

# Williamson County Commissioners Court

## Road Bond Program

## February 28, 2023

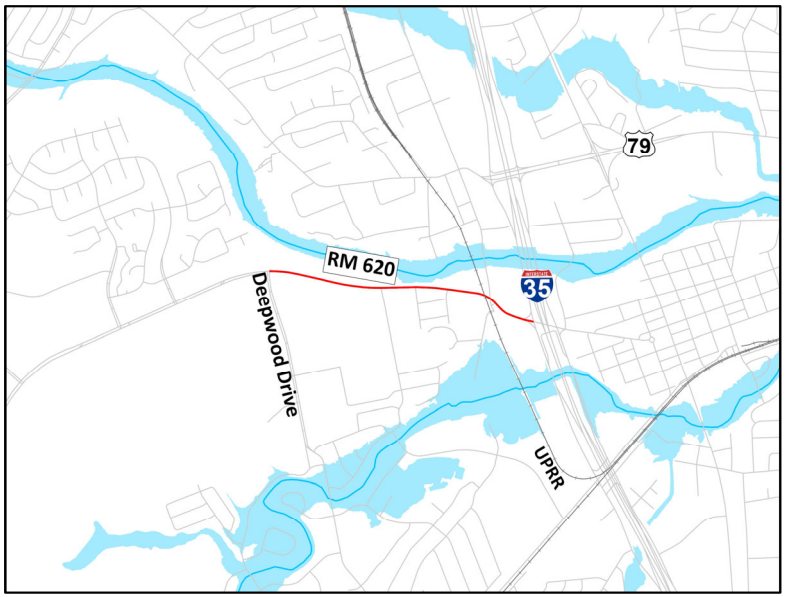
# Precinct 1



# RM 620 at Railroad / Chisholm Trail (IH 35 Frontage Road to Deep Wood Drive)

Anticipated Completion

Fall 2023




Partnership with TxDOT and the City of Round Rock

Original Contract Amount = $27,468,703.67

Construction is managed by TxDOT

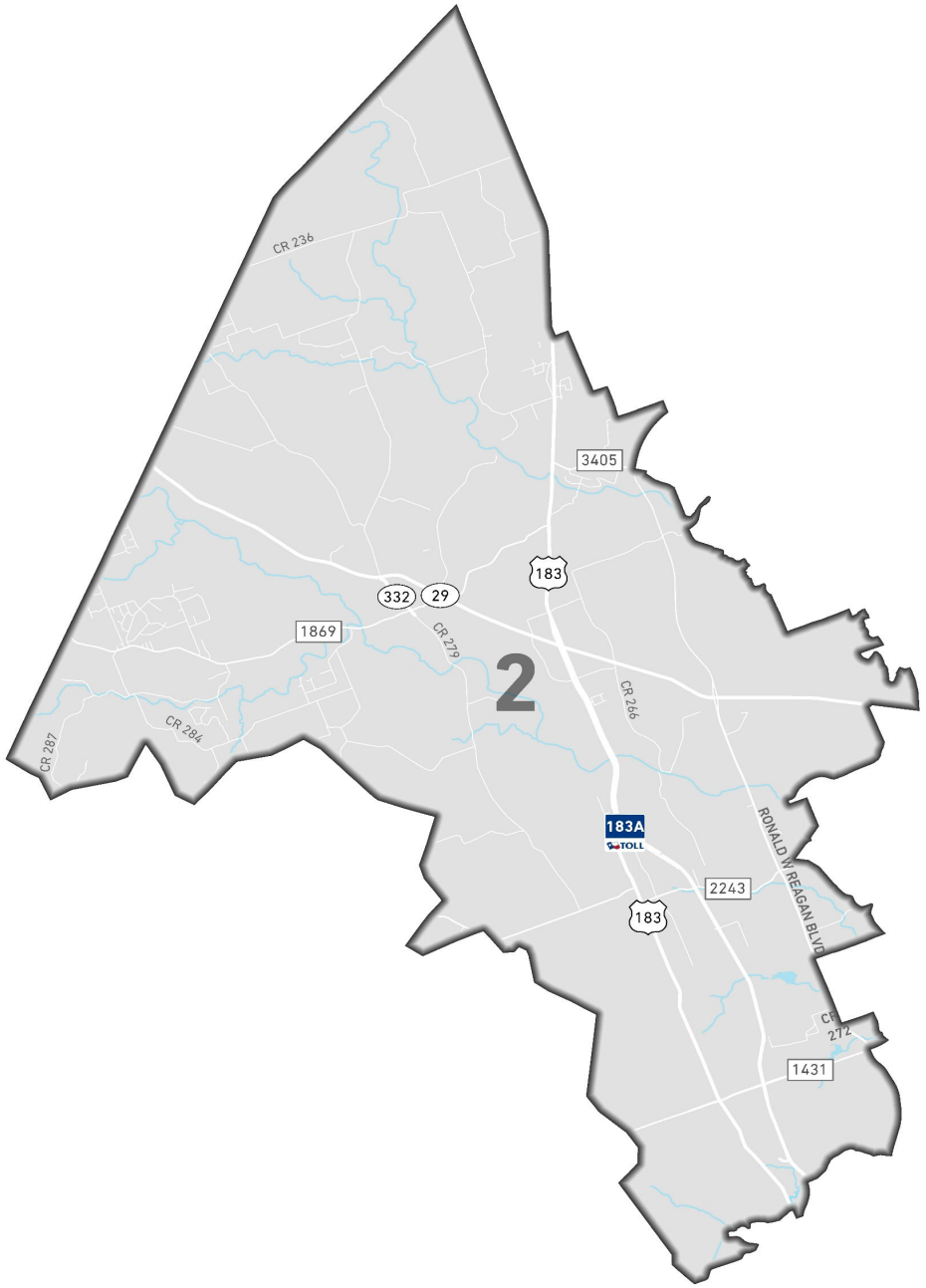
# RM 620 at Railroad / Chisholm Trail
# (IH 35 Frontage Road to Deep Wood Drive)

# RM 620 at Railroad / Chisholm Trail (IH 35 Frontage Road to Deep Wood Drive)

# RM 620 at Railroad / Chisholm Trail (IH 35 Frontage Road to Deep Wood Drive)

WILLIAMSON COUNTY
1848

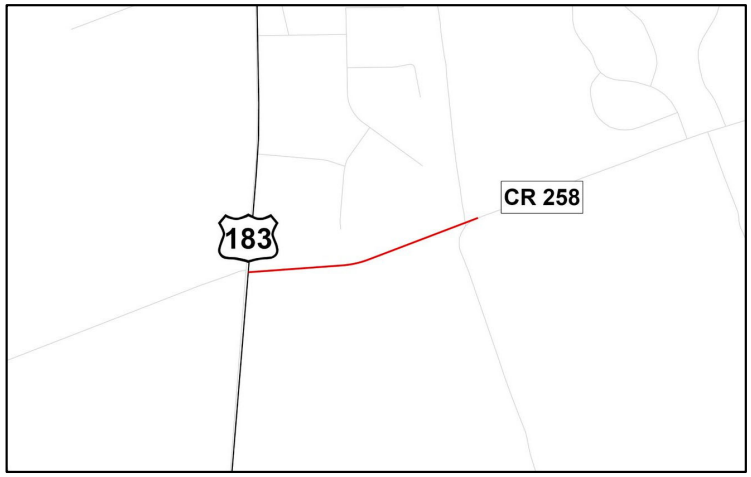
# Precinct 2



# CR 258 Extension

Anticipated Completion

January 2024




Original Contract Price = $5,836,754.36

Total Change Orders to Date = $422,565.69

Adjusted Contract Price = $6,259,320.05

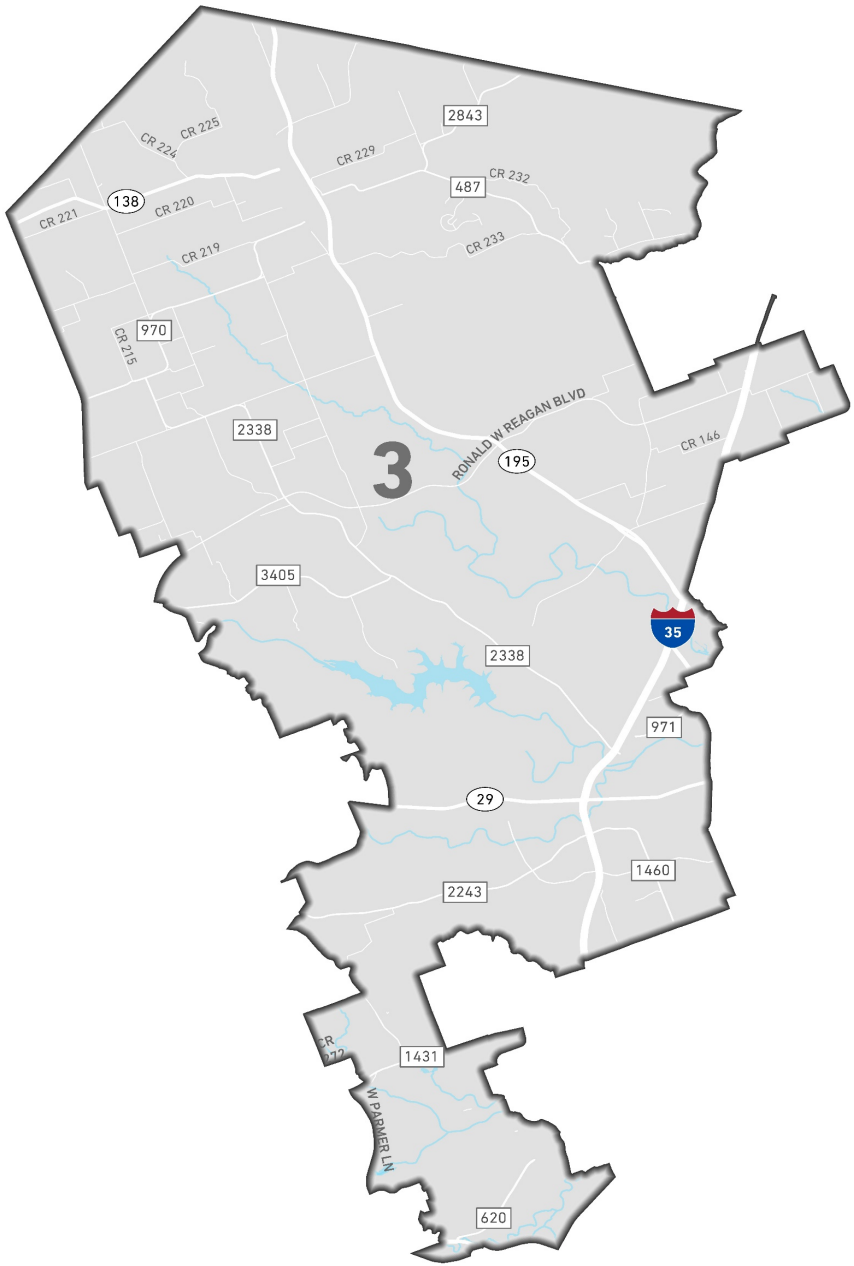
Expenditures to Date = $52,878.00 (1%)

# CR 258 Extension

# CR 258 Extension

# CR 258 Extension

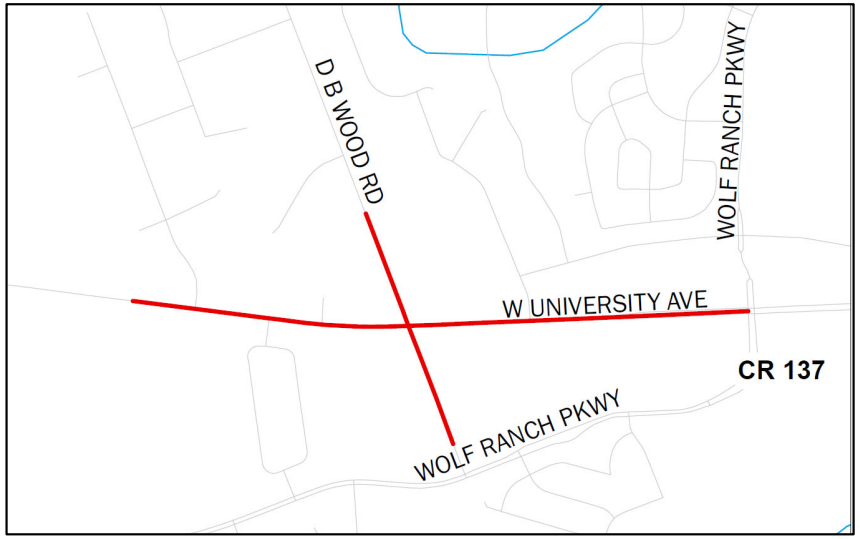
# Precinct 3


3
2843
CR 225
CR 224
CR 229
CR 232
487
138
CR 221
CR 220
CR 233
CR 219
970
CR 215
2338
RONALD W REAGAN BLVD
195
CR 146
3405
35
2338
971
29
1460
2243
1431
W PARMER LN
620

# SH 29
# (DB Wood Intersection)

Anticipated Completion

Spring 2023




Partnership TxDOT

Original Contract Amount = $5,548,287.93

Construction is managed by TxDOT

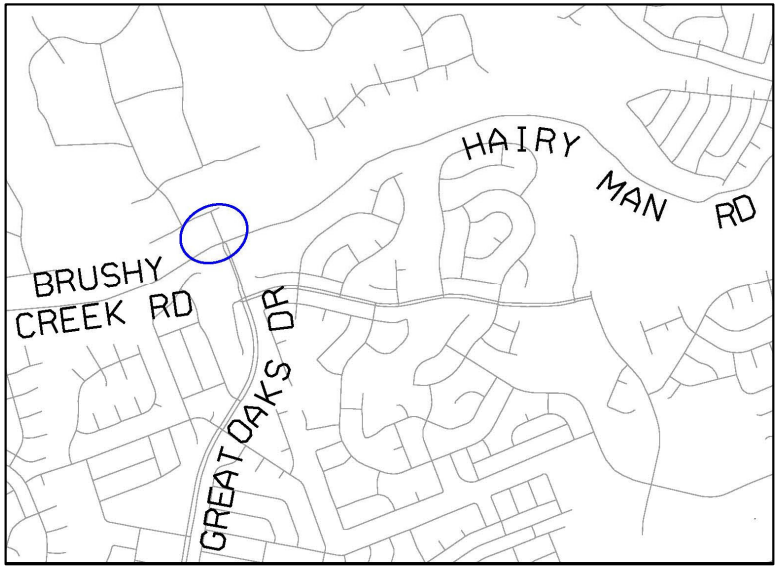
# SH 29
# (DB Wood Intersection)

# SH 29
# (DB Wood Intersection)

# Great Oaks Bridge at Brushy Creek

Anticipated Completion

Spring 2023




Original Contract Price = $10,580,634.11

Total Change Orders to Date = $129,722.12

Adjusted Contract Price = $10,710,356.23

Expenditures to Date = $6,533,482.10 (61%)

# Great Oaks Bridge at Brushy Creek

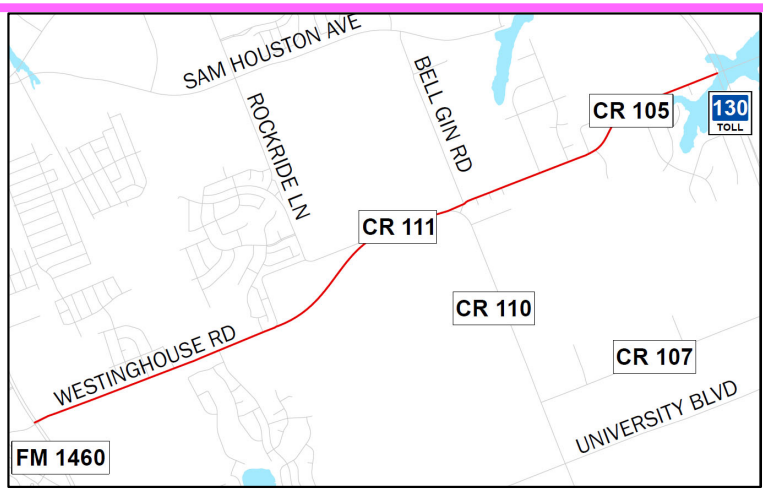
# Great Oaks Bridge at Brushy Creek

# Great Oaks Bridge at Brushy Creek

# CR 111 Westinghouse Road

## Anticipated Completion

## Spring 2024




Original Contract Price = $21,024,332.88

Total Change Orders to Date = $1,085,426.30

Adjusted Contract Price = $22,109,759.18

Expenditures to Date = $11,448,048.80 (52%)

# CR 111 Westinghouse Road

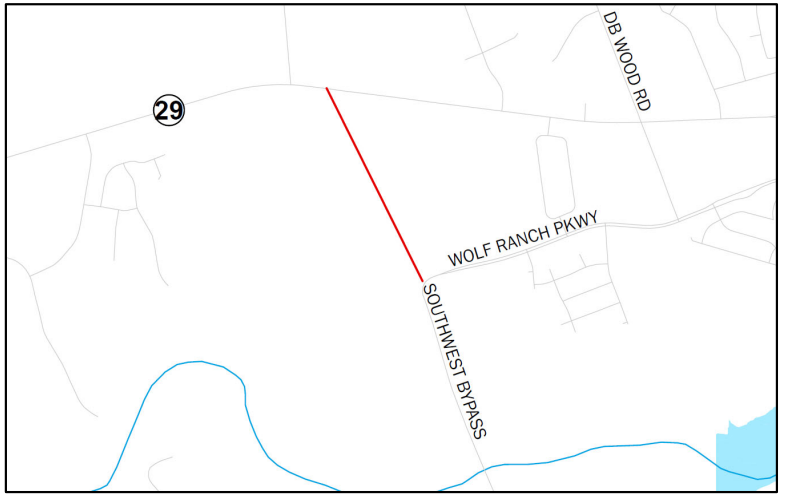
# CR 111 Westinghouse Road

# CR 111 Westinghouse Road

# Southwest Bypass Extension

Anticipated Completion

Summer 2023




Original Contract Price = $4,288,543.00

Total Change Orders to Date = $0.00

Adjusted Contract Price = $4,288,543.00

Expenditures to Date = $1,447,243.06 (34%)

# Southwest Bypass Extension

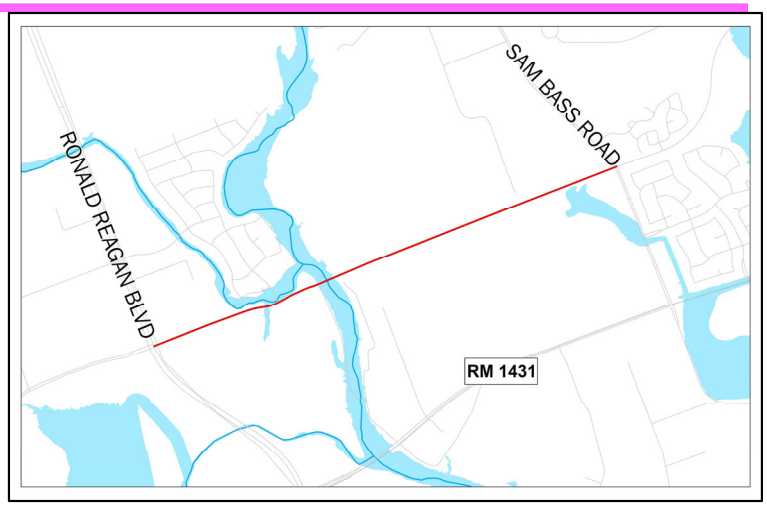
# Southwest Bypass Extension

# Southwest Bypass Extension

# New Hope Drive Phase 2A

Anticipated Completion

Spring 2024




Partnership with the City of Cedar Park

Original Contract Amount = $22,619,961.16

Construction is managed by the City of Cedar Park

# New Hope Drive Phase 2A

# New Hope Drive Phase 2A

# New Hope Drive Phase 2A

# CR 245 Reconstruction

Anticipated Completion

Spring 2024

Original Contract Price = $6,969,195.21

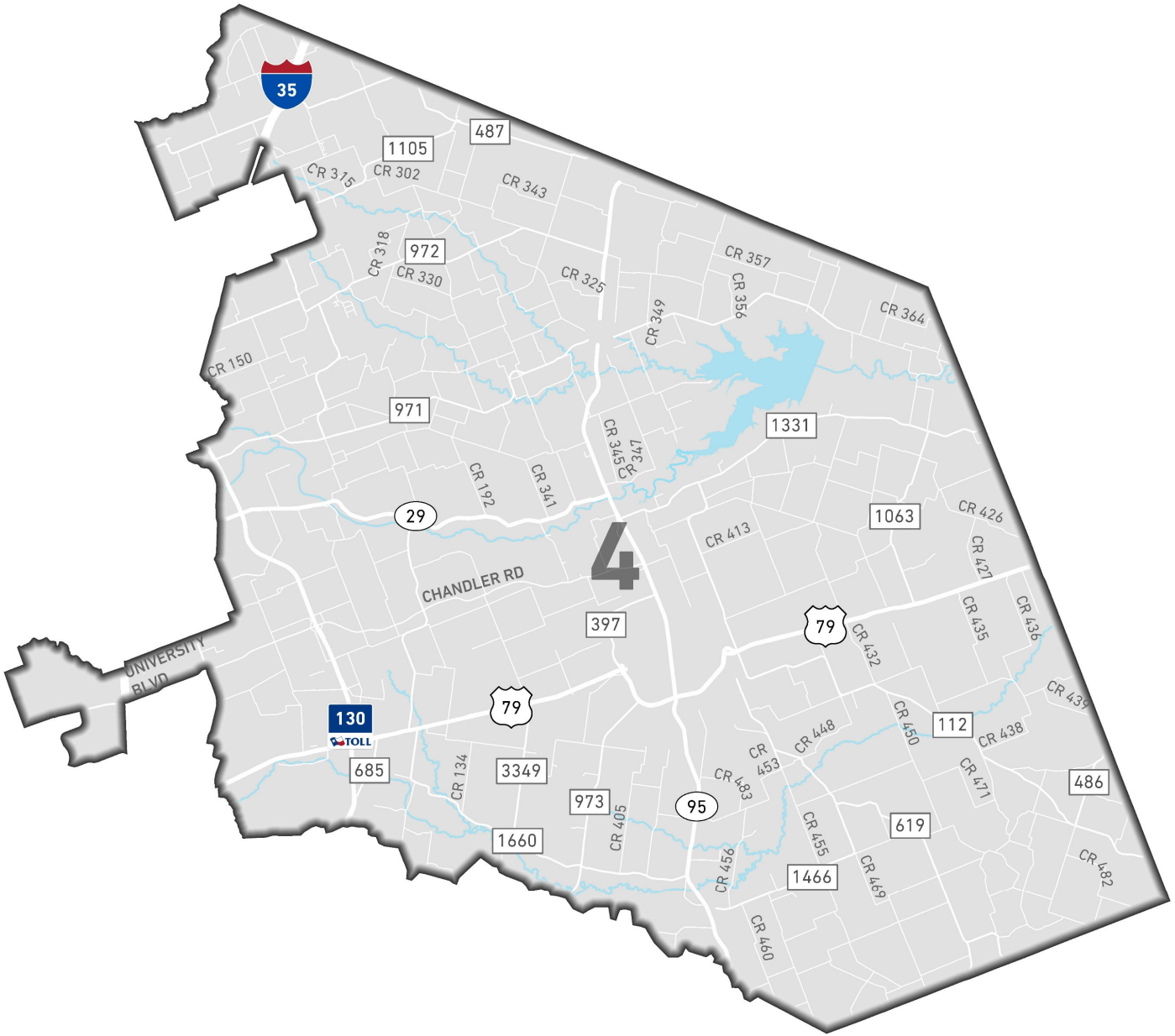
Total Change Orders to Date = $0.00

Adjusted Contract Price = $ 6,969,195.21

Expenditures to Date = $0.00 (0%)

# CR 245 Reconstruction

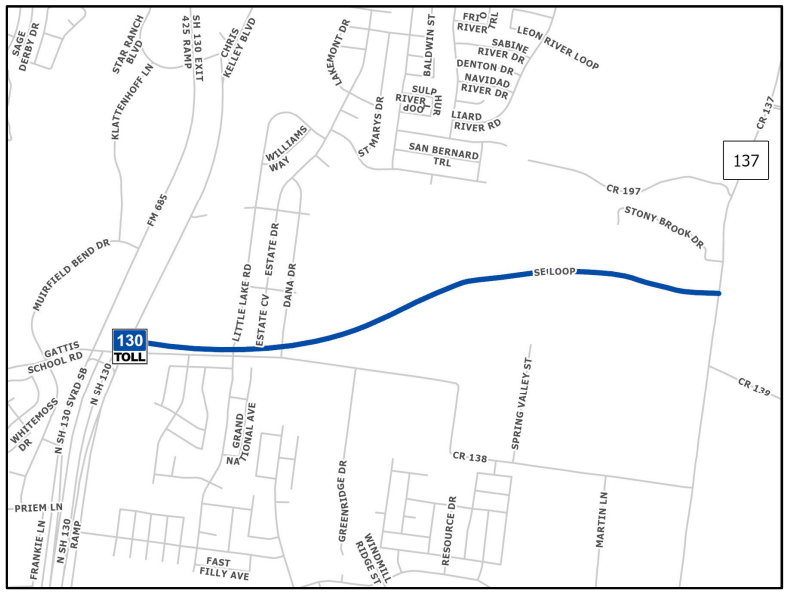
# Precinct 4


35
487
1105
CR 315
CR 302
CR 343
CR 318
972
CR 330
CR 325
CR 357
CR 356
CR 364
CR 349
CR 150
971
1331
CR 345
CR 347
CR 192
CR 341
29
4
CR 413
1063
CR 426
CR 427
CHANDLER RD
397
79
CR 432
CR 435
CR 436
CR 431
UNIVERSITY BLVD
130
TOLL
79
CR 450
112
CR 438
CR 448
CR 453
CR 483
CR 471
685
CR 134
3349
973
CR 405
95
486
619
1660
CR 455
CR 456
1466
CR 469
CR 482
CR 460

# Southeast Loop Segment 1, Phase 1 (Corridor E1) (CR 138 to CR 137)

Anticipated Completion

Summer 2023




Original Contract Amount = $11,526,789.09

Total Change Orders = $221,717.74

Adjusted Contract Price = $11,748,506.83

Expenditures to Date = $9,981,906.00 (85%)

# Southeast Loop Segment 1, Phase 1 (Corridor E1) (CR 138 to CR 137)

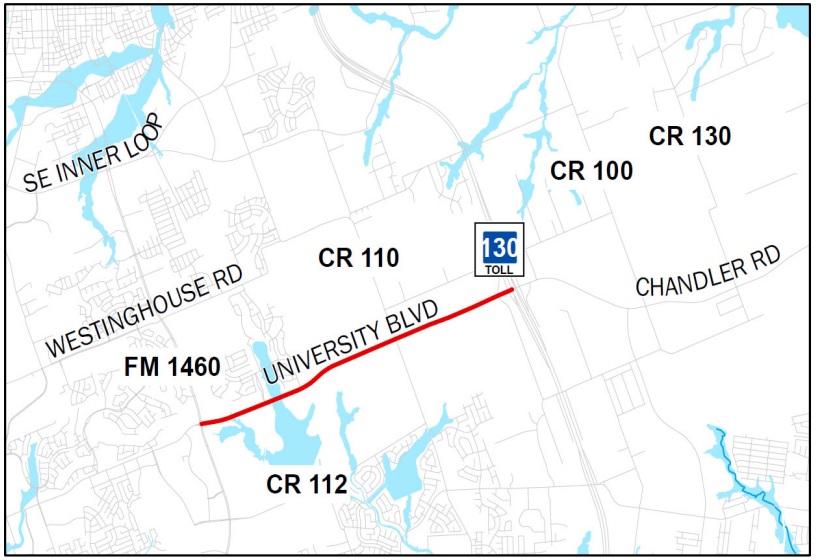
# Southeast Loop Segment 1, Phase 1 (Corridor E1) (CR 138 to CR 137)

# Southeast Loop Segment 1, Phase 1 (Corridor E1) (CR 138 to CR 137)

# University Boulevard Expansion (Chandler Road)

Anticipated Completion

Spring 2023




Partnership with the City of Round Rock

Original Contract Amount = $11,104,890.49

Construction is managed by the City of Round Rock

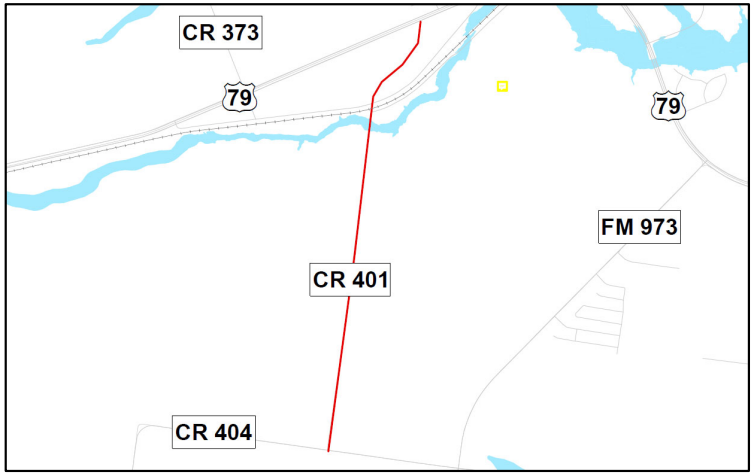
# University Boulevard Expansion (Chandler Road)

# University Boulevard Expansion (Chandler Road)

# CR 401 Reconstruction

Anticipated Completion

Summer 2023




Original Contract Amount = $12,673,200.94

Total Change Orders = $642,066.89

Adjusted Contract Price = $ 13,315,267.83

Expenditures to Date = $6,639,578.99 (50%)

# CR 401 Reconstruction

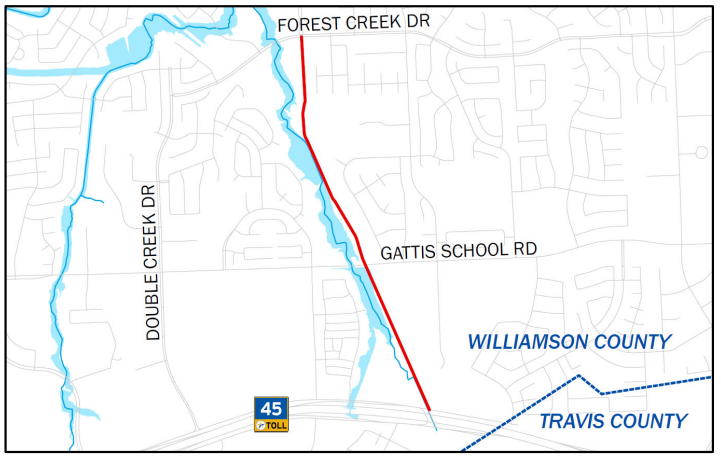
# CR 401 Reconstruction

# CR 401 Reconstruction

# Kenney Fort Boulevard – Seg. 2 and 3 (Forest Creek Drive to SH 45)

Anticipated Completion

Late 2023




Partnership with the City of Round Rock

Original Contract Amount = $23,409,120.97

Construction is managed by the City of Round Rock

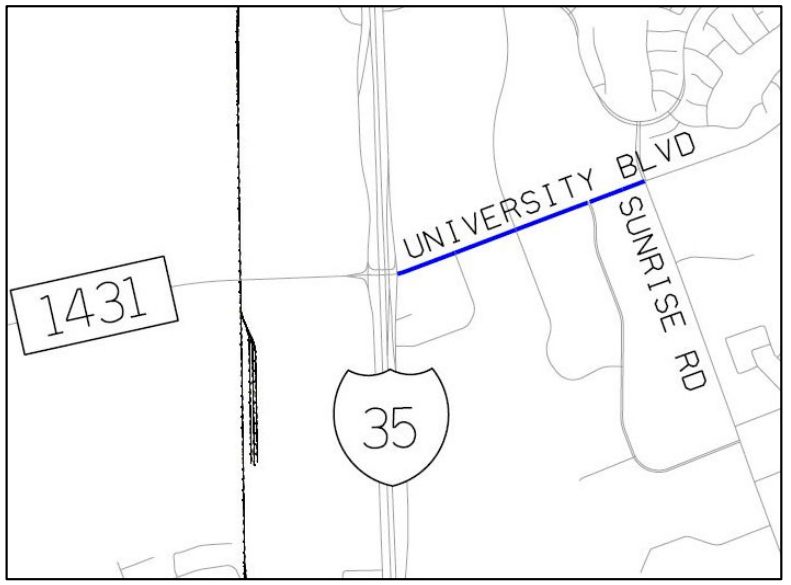
# Kenney Fort Boulevard – Seg. 2 and 3 (Forest Creek Drive to SH 45)

# Kenney Fort Boulevard – Seg. 2 and 3 (Forest Creek Drive to SH 45)

# University Boulevard Widening (IH 35 to Sunrise Road)

Anticipated Completion

Spring 2023




Partnership with the City of Round Rock

Original Contract Amount = $12,135,410.45

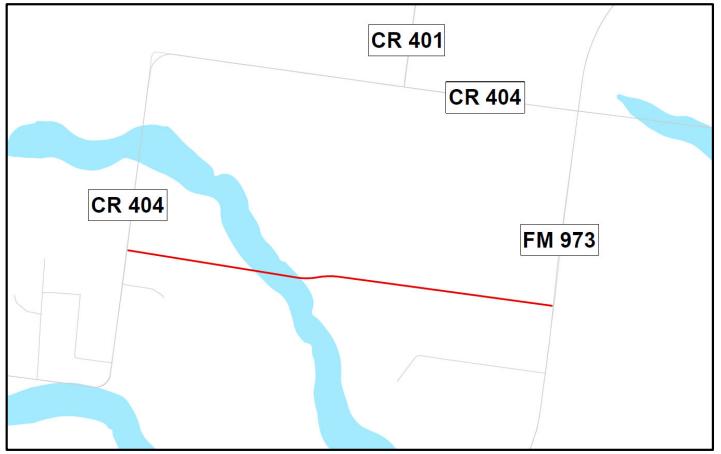
Construction is managed by the City of Round Rock

# University Boulevard Widening
# (IH 35 to Sunrise Road)

# Samsung Highway (Future County Road) (CR 404 to FM 973)

Anticipated Completion

Fall 2023




Original Contract Amount = $11,289,929.00

Total Change Orders = $41,260.00

Adjusted Contract Price = $11,331,189.00

Expenditures to Date = $2,664,996.60 (24%)

# Samsung Highway (Future County Road) (CR 404 to FM 973)

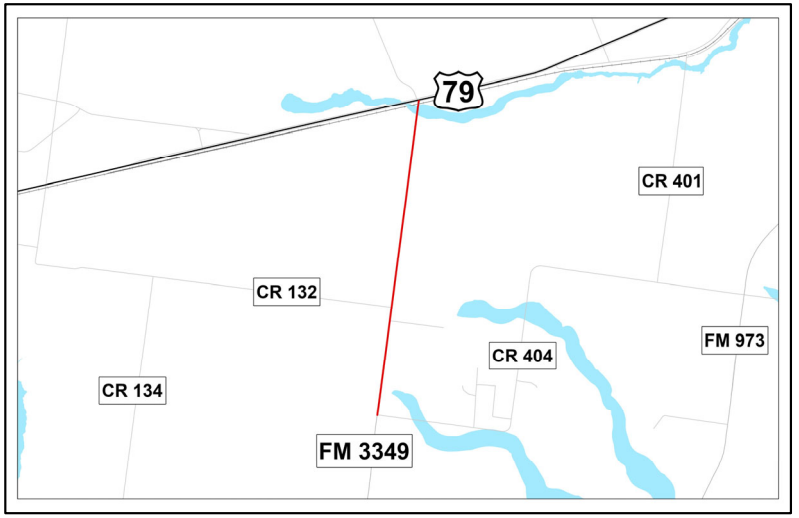
# Samsung Highway (Future County Road) (CR 404 to FM 973)

# Samsung Highway (Future County Road) (CR 404 to FM 973)

# FM 3349 / US 79 Interchange (US 79 to CR 404)

Anticipated Completion

Summer 2025 (Roadwork)




Original Contract Amount = $81,941,038.13

Total Change Orders = $0.00

Adjusted Contract Price = $ 81,941,038.13

Expenditures to Date = $7,018,796.46 (9%)

# FM 3349 / US 79 Interchange
# (US 79 to CR 404)

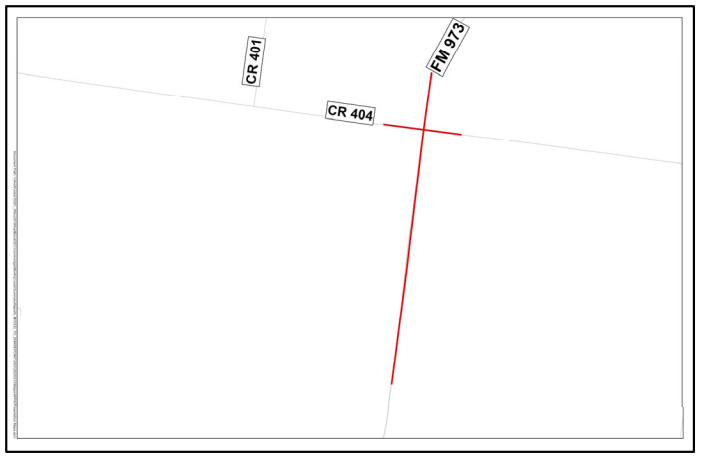
# FM 3349 / US 79 Interchange
# (US 79 to CR 404)

# FM 3349 / US 79 Interchange
# (US 79 to CR 404)

# CR 404 and FM 973 Improvements

Anticipated Completion

Summer 2023




Original Contract Amount = $4,622,143.93

Total Change Orders = $0.00

Adjusted Contract Price = $ 4,622,143.93

Expenditures to Date = $0.00 (0%)

# CR 404 and FM 973 Improvements

**Commissioners Court - Regular Session** **55.**

**Meeting Date:** 02/28/2023

T4327 Great Oaks Drive Improvements - Change Order #3 (Traffic Signal 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. 3 in the amount of $27,926.96 for Project T4327 Great Oaks Drive Improvements (DeNucci Constructors) P: 270 Funding Source: Road Bond.

### Background

This Change Order adds 10 new items to the contract (see attached Change Order for details). 1. Item 544-6001 GUARDRAIL END TREATMENT (INSTALL) is added to cover an item shown in the plans but not included in the original bid tab. 2. Item 628-6004 ELC SRV TY A replaces 1EA of Item 628-6165 ELC SRV TY D to better fit the requirements of Illumination called for in the plans. 3. Item 686-6047 INS TRF SIG PL (44') replaces Item 686-6047 INS TRF SIG PL (44') to change the height of the pole from 30' to 36'. 4. Items for Removable Work Zone Pavement Markings are also added for use on the bridge structure during phased construction instead of non-removable markings. 5. Item 999-WC06 Junction Boxes is added to pay for junction boxes in the traffic rail, in lieu of TY D ground boxes shown to be in the bridge deck.

This Change Order results in a net increase of $27,926.96 to the Contract amount, for an adjusted Contract total of $10,738,283.19. The original Contract amount was $10,580,634.11. As a result of this and all Change Orders to-date, $157,649.08 has been added to the Contract, resulting in a 1.5% 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-GreatOaks CO#3

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Becky Pruitt | 02/23/2023 06:13 PM |
| Form Started By: Julissa Vasquez | | Started On: 02/20/2023 07:52 AM |
| Final Approval Date: 02/23/2023 | | |

# WILLIAMSON COUNTY, TEXAS
## CHANGE ORDER NUMBER: 3

| | |
|---|---|
| ***Project:*** | ***Great Oaks Dr. Improvements*** |
| ***Roadway:*** | ***Great Oaks Dr. @ Brushy Creek*** |
| ***CSJ Number:*** | ***T4327*** |

1. CONTRACTOR: **DeNucci Constructors**

2. Change Order Work Limits: Sta. **Varies** to Sta. **Varies**

3. Type of Change(on federal-aid non-exempt projects): **Minor** (Major/Minor)

4. Reasons: **1A** (3 Max. - In order of importance - Primary first)

5. Describe the work being revised:

**1A: Incorrect PS&E.** This Change Order adds items to pay for traffic rail Junction Boxes, a 36' tall traffic signal pole, an Electric Service TY A, a Guardrail End Treatment, and Removable Work Zone Pavement Markings. These items of work were not properly addressed in the project plan set. Time adjustments will be considered at a later time when the Time Impact Analysis is provided by the Contractor.

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 2-16-23

By

Typed/Printed Name Aaron DeNucci

Typed/Printed Title PM

***The following information must be provided***

Time Ext. #: **N/A** Days added on this CO: **0**

Amount added by this change order: **$27,926.96**

**RECOMMENDED FOR EXECUTION:**

Project Manager — 2/17/2023 Date

N/A
Design Engineer Date

for Program Manager — 2/17/2023 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:*** *3* ***Project #*** *Great Oaks Dr. Improvements*

**TABLE A:** Force Account Work and Materials Placed into Stock

| | LABOR | HOURLY RATE | | | HOURLY RATE |
|---|---|---|---|---|---|
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
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| | | | | | |
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**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 |
| 628-6165 | ELC SRV TY D 120/240 070 (NS)AL(E)SP(O) | EA | $10,500.00 | 1.00 | $10,500.00 | (1.00) | 0.00 | $0.00 | ($10,500.00) |
| 686-6047 | INS TRF SIG PL AM(S)1 ARM(44')LUM | EA | $16,500.00 | 1.00 | $16,500.00 | (1.00) | 0.00 | $0.00 | ($16,500.00) |
| 628-6004 | ELC SRV TY A 120/240 060 (NS)AL(E)SP(O) | EA | $12,268.00 | 0.00 | $0.00 | 1.00 | 1.00 | $12,268.00 | $12,268.00 |
| 999-WC06 | TRAFFIC RAIL JUNCTION BOX | EA | $767.18 | 0.00 | $0.00 | 11.00 | 11.00 | $8,438.98 | $8,438.98 |
| 544-6001 | GUARDRAIL END TREATMENT (INSTALL) | EA | $4,180.00 | 0.00 | $0.00 | 1.00 | 1.00 | $4,180.00 | $4,180.00 |
| 662-6048 | WK ZN PAV MRK REMOV (REFL) TY I-C | EA | $50.00 | 0.00 | $0.00 | 20.00 | 20.00 | $1,000.00 | $1,000.00 |
| 662-6050 | WK ZN PAV MRK REMOV (REFL) TY II-A-A | EA | $50.00 | 0.00 | $0.00 | 46.00 | 46.00 | $2,300.00 | $2,300.00 |
| 662-6056 | WK ZN PAV MRK REMOV (TRAF BTN) TY-W | EA | $40.00 | 0.00 | $0.00 | 54.00 | 54.00 | $2,160.00 | $2,160.00 |
| 662-6058 | WK ZN PAV MRK REMOV (TRAF BTN) TY-Y | EA | $40.00 | 0.00 | $0.00 | 120.00 | 120.00 | $4,800.00 | $4,800.00 |
| 662-6075 | WK ZN PAV MRK REMOV (W) 24"(SLD) | LF | $55.00 | 0.00 | $0.00 | 22.00 | 22.00 | $1,210.00 | $1,210.00 |
| 662-6094 | WK ZN PAV MRK REMOV (Y) 4"(DOT) | LF | $30.00 | 0.00 | $0.00 | 30.00 | 30.00 | $900.00 | $900.00 |
| 686-6047 | INS TRF SIG PL AM(S)1 ARM(44')LUM | EA | $17,669.98 | 0.00 | $0.00 | 1.00 | 1.00 | $17,669.98 | $17,669.98 |
| | | | | | | | | | |
| | | | | | | | | | |
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| | | | | | | | | | |
| | | | | | | | | | |
| TOTALS | | | | | $27,000.00 | | | $54,926.96 | $27,926.96 |

# CHANGE ORDER REASON(S) CODE CHART

| | |
|---|---|
| 1. Design Error or Omission | 1A. Incorrect PS&E<br>1B. Other |
| 2. Differing Site Conditions (unforeseeable) | 2A. Dispute resolution (expense caused by conditions and/or resulting delay)<br>2B. Unavailable material<br>2C. New development (conditions changing after PS&E completed)<br>2D. Environmental remediation<br>2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9)<br>2F. Site conditions altered by an act of nature<br>2G. Unadjusted utility (unforeseeable)<br>2H. Unacquired Right-of-Way (unforeseeable)<br>2I. Additional safety needs (unforeseeable)<br>2J. Other |
| 3. County Convenience | 3A. Dispute resolution (not resulting from error in plans or differing site conditions)<br>3B. Public relations improvement<br>3C. Implementation of a Value Engineering finding<br>3D. Achievement of an early project completion<br>3E. Reduction of future maintenance<br>3F. Additional work desired by the County<br>3G. Compliance requirements of new laws and/or policies<br>3H. Cost savings opportunity discovered during construction<br>3I. Implementation of improved technology or better process<br>3J. Price adjustment on finished work (price reduced in exchange for acceptance)<br>3K. Addition of stock account or material supplied by state provision<br>3L. Revising safety work/measures desired by the County<br>3M. Other |
| 4. Third Party Accommodation | 4A. Failure of a third party to meet commitment<br>4B. Third party requested work<br>4C. Compliance requirements of new laws and/or policies (impacting third party)<br>4D. Other |
| 5. Contractor Convenience | 5A. Contractor exercises option to change the traffic control plan<br>5B. Contractor requested change in the sequence and/or method of work<br>5C. Payment for Partnering workshop<br>5D. Additional safety work/measures desired by the contractor<br>5E. Other |
| 6. Untimely ROW/Utilities | 6A. Right-of-Way not clear (third party responsibility for ROW)<br>6B. Right-of-Way not clear (County responsibility for ROW)<br>6C. Utilities not clear<br>6D. Other |

**Williamson County Road Bond Program**

**Great Oaks Drive Improvements**
**Williamson County Project No. T4327**

**Change Order No. 3**

**Reason for Change**

This Change Order adds 10 new items to the contract. Item 544-6001 GUARDRAIL END TREATMENT (INSTALL) is added to cover an item shown in the plans but not included in the original bid tabs. Item 628-6004 ELC SRV TY A replaces 1EA of Item 628-6165 ELC SRV TY D to better fit the requirements of Illumination called for in the plans. Item 686-6047 INS TRF SIG PL (44') replaces Item 686-6047 INS TRF SIG PL (44') to change the height of the pole from 30' to 36' Items for Removable Work Zone Pavement Markings are also added for use on the bridge structure during phased construction instead of non-removable markings. Item 999-WC06 Junction Boxes is added to pay for junction boxes in the traffic rail in lieu of TY D ground boxes shown to be in the bridge deck.

The following new items will be added by this Change Order.

| ITEM | DESCRIPTION | QUANTITY | UNIT |
|---|---|---|---|
| 544-6001 | GUARDRAIL END TREATMENT (INSTALL) | 1 | EA |
| 628-6004 | ELC SRV TY D 120/240 060 (NS)AL(E)SP(O) | 1 | EA |
| 662-6048 | WK ZN PAV MRK REMOV (REFL) TY I-C | 20 | EA |
| 662-6050 | WK ZN PAV MRK REMOV (REFL) TY II-A-A | 46 | EA |
| 662-6056 | WK ZN PAV MRK REMOV (TRAFF BTN) TY-W | 54 | EA |
| 662-6058 | WK ZN PAV MRK REMOV (TRAFF BTN) TY-Y | 120 | EA |
| 662-6075 | WK ZN PAV MRK REMOV (W) 24"(SLD) | 22 | LF |
| 662-6094 | WK ZN PAV MRK REMOV (Y) 4"(DOT) | 30 | LF |
| 686-6047 | INS TRF SIG PL AM(S)1 ARM (44')LUM | 1 | EA |
| 999-WC06 | TRAFFIC RAIL JUNCTION BOX | 11 | EA |

This Change Order results in a net increase of $27,926.96 to the Contract amount, for an adjusted Contract total of $10,738,283.19. The original Contract amount was $10,580,634.11. As a result of this and all Change Orders to-date, $157,649.08 has been added to the Contract, resulting in a 1.5% 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 FINAL #5

Contractor: DeNucci Constructors, LLC.

Project Name: T4327 Great Oaks Dr Improvements at Brushy Creek

Change Order Proposal Number: 7.6 Date: 10/27/2022

Description: COP to provide added material/scope resulting from RFI #15 Traffic Signal Changes by EOR. (Unit pricing backup attached) Quantity *Adjustments* resulting from RFI #15 to be completed by HNTB. Removeable striping, buttons, reflectors added by HNTB, added MBGF MSKT end treatment added by HNTB via response to RFI 24.

**Labor:**

| Position | Quantity | | Unit | | | Rate | Total |
|---|---|---|---|---|---|---|---|
| Utility Foreman NRO | 0 | | HR | | | $61.04 | $0.00 |
| Operator JH | 0 | | HR | | | $28.50 | $0.00 |
| Operator RVR | 0 | | HR | | | $25.00 | $0.00 |
| Operator JM | 0 | | HR | | | $23.50 | $0.00 |
| Pipe Layer BN | 0 | | HR | | | $23.50 | $0.00 |
| Pipe Layer PRO | 0 | | HR | | | $24.00 | $0.00 |
| Laborer RVP | 0 | | HR | | | $24.50 | $0.00 |
| | | | | | | Subtotal | $0.00 |

**Material**

| Description | Quantity | | Unit | | | Rate | Total |
|---|---|---|---|---|---|---|---|
| | | | | | | | $0.00 |
| | | | | | | | $0.00 |
| | | | | | | | $0.00 |
| | | | | | | | $0.00 |
| | | | | | | | $0.00 |
| | | | | | | | $0.00 |
| | | | | | | Subtotal | $0.00 |

**Subcontractors/Vendors:**

| Description | Total |
|---|---|
| | |
| | |
| Subtotal | $0.00 |

**Unit Pricing**

SEE BACKUP →

FAIR WHEN COMPARED TO EXISTING ITEMS

COMPARED TO AVG BID PRICES WITHIN 10%

| Description | Quantity | | Unit | | Price | Total |
|---|---|---|---|---|---|---|
| JUNCTION BOX IN RAIL | 12 | | EA | | $767.18 | $9,206.16 ✓ |
| ELEC SRV TY A | 1 | | EA | | $12,268.00 | $12,268.00 ✓ |
| 36' UPRIGHT POLE | 1 | | EA | | $17,669.98 | $17,669.98 ✓ |
| WK ZN PAV MRK REMOV (REFL) TY I-C | 20 | | EA | | $50.00 | $1,000.00 |
| WK ZN PAV MRK REMOV (REFL) TY II-A-A | 46 | | EA | | $50.00 | $2,300.00 |
| WK ZN PAV MRK REMOV (TRAF BTN) TY W | 54 | | EA | | $40.00 | $2,160.00 |
| WK ZN PAV MRK REMOV (TRAF BTN) TY Y | 120 | | EA | | $40.00 | $4,800.00 |
| WK ZN PAV MRK REMOV (W)24"(SLD) | 22 | | LF | | $55.00 | $1,210.00 |
| WK ZN PAV MRK REMOV (Y)4"(DOT) | 30 | | LF | | $30.00 | $900.00 |
| MBGF End Treatment (MSKT) | 1 | | EA | | $4,180.00 | $4,180.00 ✓ |
| | | | | | | $0.00 |
| | | | | | | $0.00 |
| | | | | | | $0.00 |
| | | | | | Subtotal | $55,694.14 |

**Equipment:**

| Description | Quantity | | Unit | Operating Cost/Day | Stand By Rate | Total |
|---|---|---|---|---|---|---|
| | | | | | | $0.00 |
| | | | | | | $0.00 |
| | | | | | | $0.00 |
| | | | | | | $0.00 |
| | | | | | | $0.00 |
| | | | | | | $0.00 |
| | | | | | | |
| | | | | | Subtotal | $0.00 |

| | | |
|---|---|---|
| Labor | | $0.00 |
| Labor Burden | 55% | $0.00 |
| Labor P & O | 15% | $0.00 |
| Material | | $0.00 |
| Material P & O | 15% | $0.00 |
| Subcontractor | | $0.00 |
| Subcontractor P & O | 15% | $0.00 |
| Bid Item | | $55,694.14 |
| Equipment | 15% | $0.00 |
| Bond | 1% | ~~$556.94~~ |
| **TOTAL** | | $56,251.08 |

**Additional days requested:** 5

IN BACKUP FOR EACH ITEM

| | | |
|---|---|---|
| | Austin District Average | |

| ITEM CODE | ITEM DESCRIPTION | ITEM UNIT | STATEWIDE 3M COUNT | STATEWIDE 3M QUANTITY | STATEWIDE 3M AVG | STATEWIDE 12M COUNT | STATEWIDE 12M QUANTITY | STATEWIDE 12M AVG |
|---|---|---|---|---|---|---|---|---|
| 05446001 | GUARDRAIL END TREATMENT (INSTALL) | EA | 3 | 117.00 | $3,824.51 | 16 | 317.00 | $3,611.78 |

**Commissioners Court - Regular Session** **56.**

**Meeting Date:** 02/28/2023

T4327 Great Oaks Drive Improvements - Change Order #4 (Turn Radius)

**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. 4 in the amount of $11,820.42 for Project T4327 Great Oaks Drive Improvements (DeNucci Constructors) P: 270 Funding Source: Road Bond.

### Background

This Change Order adds one new pay item to reduce traffic congestion and improve safety of the right turn movement at Great Oaks and Brushy Creek during phases 3 and 4 of the project Traffic Control Plan (TCP).

A new bid item will be added by this Change Order to allow for payment. Please see attached Change Order for details.

This Change Order results in a net increase of $11,820.42 to the Contract amount, for an adjusted Contract total of $10,750,103.61. The original Contract amount was $10,580,634.11. As a result of this and all Change Orders to-date, $169,469.50 has been added to the Contract, resulting in a 1.60% 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-GreatOaks CO#4

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Becky Pruitt | 02/23/2023 06:15 PM |
| Form Started By: Julissa Vasquez | | Started On: 02/20/2023 03:20 PM |
| Final Approval Date: 02/23/2023 | | |

# WILLIAMSON COUNTY, TEXAS

## CHANGE ORDER NUMBER: 4

| | |
|---|---|
| ***Project:*** | ***Great Oaks Dr. Improvements*** |
| ***Roadway:*** | ***Great Oaks Dr. @ Brushy Creek*** |
| ***CSJ Number:*** | ***T4327*** |

1. CONTRACTOR: **DeNucci Constructors**

2. Change Order Work Limits: Sta. **Varies** to Sta. **Varies**

3. Type of Change(on federal-aid non-exempt projects): **Minor** (Major/Minor)

4. Reasons: **3L** (3 Max. - In order of importance - Primary first)

5. Describe the work being revised:

**3L. County Convenience. Revising safety work/measures desired by the County.** This Change Order adds a pay item for additional pavement widening to improve the turning radius at the south end of the existing Great Oaks bridge over Brushy Creek. Time adjustments will be considered at a later time when the Time Impact Analysis is provided by the Contractor.

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 2/16/23

By

Typed/Printed Name Aaron DeNucci

Typed/Printed Title PM

***The following information must be provided***

Time Ext. #: **N/A** Days added on this CO: **0**

Amount added by this change order: **$11,820.42**

**RECOMMENDED FOR EXECUTION:**

Project Manager 2/17/2023
Date

N/A
Design Engineer Date

Program Manager 2/17/2023
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:*** *4* ***Project #*** *Great Oaks Dr. Improvements*

**TABLE A:** Force Account Work and Materials Placed into Stock

| | LABOR | HOURLY RATE | | | HOURLY RATE |
|---|---|---|---|---|---|
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**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-WC07 | ADDED TURN RADIUS AT BRUSHY CREEK AND GREAT OAKS | DOL | $1.00 | 0.00 | $0.00 | 11,820.42 | 11,820.42 | $11,820.42 | $11,820.42 |
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| TOTALS | | | | | $0.00 | | | $11,820.42 | $11,820.42 |

# CHANGE ORDER REASON(S) CODE CHART

| | |
|---|---|
| 1. Design Error or Omission | 1A. Incorrect PS&E<br>1B. Other |
| 2. Differing Site Conditions (unforeseeable) | 2A. Dispute resolution (expense caused by conditions and/or resulting delay)<br>2B. Unavailable material<br>2C. New development (conditions changing after PS&E completed)<br>2D. Environmental remediation<br>2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9)<br>2F. Site conditions altered by an act of nature<br>2G. Unadjusted utility (unforeseeable)<br>2H. Unacquired Right-of-Way (unforeseeable)<br>2I. Additional safety needs (unforeseeable)<br>2J. Other |
| 3. County Convenience | 3A. Dispute resolution (not resulting from error in plans or differing site conditions)<br>3B. Public relations improvement<br>3C. Implementation of a Value Engineering finding<br>3D. Achievement of an early project completion<br>3E. Reduction of future maintenance<br>3F. Additional work desired by the County<br>3G. Compliance requirements of new laws and/or policies<br>3H. Cost savings opportunity discovered during construction<br>3I. Implementation of improved technology or better process<br>3J. Price adjustment on finished work (price reduced in exchange for acceptance)<br>3K. Addition of stock account or material supplied by state provision<br>3L. Revising safety work/measures desired by the County<br>3M. Other |
| 4. Third Party Accommodation | 4A. Failure of a third party to meet commitment<br>4B. Third party requested work<br>4C. Compliance requirements of new laws and/or policies (impacting third party)<br>4D. Other |
| 5. Contractor Convenience | 5A. Contractor exercises option to change the traffic control plan<br>5B. Contractor requested change in the sequence and/or method of work<br>5C. Payment for Partnering workshop<br>5D. Additional safety work/measures desired by the contractor<br>5E. Other |
| 6. Untimely ROW/Utilities | 6A. Right-of-Way not clear (third party responsibility for ROW)<br>6B. Right-of-Way not clear (County responsibility for ROW)<br>6C. Utilities not clear<br>6D. Other |

**Williamson County Road Bond Program**

**Great Oaks Drive Improvements**
**Williamson County Project No. T4327**

**Change Order No. 4**

**Reason for Change**

This Change Order adds one new pay item to reduce traffic congestion and improve safety of the right turn movement at great Oaks and Brushy Creek, during phases 3 and 4 of the project Traffic Control Plan (TCP).

The following new items will be added by this Change Order.

| ITEM | DESCRIPTION | QUANTITY | UNIT |
|---|---|---|---|
| 999-WC07 | ADDED TURN RADIUS AT BRUSH CREEK AND GREAT OAKS | 11,820.42 | DOL |

This Change Order results in a net increase of $11,820.42 to the Contract amount, for an adjusted Contract total of $10,750,103.61. The original Contract amount was $10,580,634.11. As a result of this and all Change Orders to-date, $169,469.50 has been added to the Contract, resulting in a 1.60% 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: 8.4 Date: 11/8/2022

Description:

DAILY CREW COST (NC) FOR ADDED SCOPE BY HNTB.

Demo the SW corner of the existing bridge (altering our M&M) excavate and prep area for added detour pavement to help traffic flow in P3 setup. Install LPCBs to be used as shoring/subgrade, install subgrade, pave TY B detour pavement. Hours tracked by DeNucci and HNTB. HNTB responsible for design. (11/3 AD)

**Labor:**

| Position | Quantity | | Unit | | | Rate | Total |
|---|---|---|---|---|---|---|---|
| Utility Foreman NC | 8 | | HR | | | $51.50 | $412.00 |
| Operator MP | 0 | | HR | | | $24.50 | $0.00 |
| Operator MRC | 43 | | HR | | | $24.50 | $1,053.50 |
| Operator EG | 0 | | HR | | | $22.00 | $0.00 |
| Laborer LFV | 51 | | HR | | | $21.00 | $1,071.00 |
| Laborer ROB | 0 | | HR | | | $21.00 | $0.00 |
| Laborer ORR | 0 | | HR | | | $20.50 | $0.00 |
| Laborer ORV | 0 | | HR | | | $20.00 | $0.00 |
| | | | | | | Subtotal | $2,536.50 |

**Material**

| Description | Quantity | | Unit | | Rate | Total |
|---|---|---|---|---|---|---|
| HMAC TY-B | 19.95 | | TON | | $86.00 | $1,715.70 |
| | | | | | | $0.00 |
| | | | | | | $0.00 |
| | | | | | | $0.00 |
| | | | | | | $0.00 |
| | | | | | | $0.00 |
| | | | | | Subtotal | $1,715.70 |

**Subcontractors/Vendors:**

| Description | | | | | | Total |
|---|---|---|---|---|---|---|
| Haul Off & Disposal | 0 | | LOAD | | $179.00 | $0.00 |
| | | | | | | |
| | | | | | Subtotal | $0.00 |

**Unit Pricing**

| Description | Quantity | | Unit | | Price | Total |
|---|---|---|---|---|---|---|
| PORTABLE CTB (MOVE) LOW PROF TY 1 | 40 | | LF | | $6.00 | $240.00 |
| PORTABLE CTB (REMOVE) LOW PROF TY 1 | 40 | | LF | | $6.00 | $240.00 |
| | | | | | | $0.00 |
| | | | | | | $0.00 |
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| | | | | | | $0.00 |
| | | | | | | $0.00 |
| | | | | | | $0.00 |
| | | | | | Subtotal | $480.00 |

**Equipment:**

| Description | Quantity | | Unit | Operating Cost/Day | FHWA | Total |
|---|---|---|---|---|---|---|
| KUBOTA MINI EXCAVATOR KX-040 | 26 | | HR | | $59.18 | $1,538.68 |
| JOHN DEERE 350 LC EXCAVATOR | 16 | | HR | | $156.27 | $2,500.32 |
| QUICKIE SAW (14") | 3 | | DAY | | $48.00 | $144.00 |
| JOHN DEERE 323E SKID STEER | 6 | | HR | | $70.75 | $424.50 |
| BOMAG 120-SL TANDEM ROLLER | 6 | | HR | | $55.13 | $330.78 |
| | | | | | | |
| | | | | | Subtotal | $4,938.28 |

| | | |
|---|---|---|
| Labor | | $2,536.50 |
| Labor Burden | 55% | $1,395.08 |
| Labor P & O | 15% | $380.48 |
| Material | | $1,715.70 |
| Material P & O | 15% | $257.36 |
| Subcontractor | | $0.00 |
| Subcontractor P & O | 15% | $0.00 |
| Bid Item | | $480.00 |
| Equipment | 15% | $4,938.28 |
| Bond | 1% | $117.03 |
| **TOTAL** | | **$11,820.42** |

**Additional days requested:** **5**

**U.S. Department of Labor**
Wage and Hour Division

# PAYROLL

**(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)**

*Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.*

U.S. Wage and Hour Division

Rev. Dec. 2008

NAME OF CONTRACTOR ☑ OR SUBCONTRACTOR ☐: DeNucci Constructors, LLC

ADDRESS: 8310-1 N. Capital of Texas Hwy., Ste.275, Austin TX 78731

OMB No.:1235-0008
Expires: 07/31/2024

PAYROLL NO.: 42

FOR WEEK ENDING: 10/16/2022

PROJECT AND LOCATION: Great Oaks Dr Improvements @ Brushy Creek, Round Rock TX

PROJECT OR CONTRACT NO.: IFB T4327

| (1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER | (2) NO. OF WITHHOLDING EXEMPTIONS | (3) WORK CLASSIFICATION | OT. OR ST. | (4) DAY AND DATE | | | | | | | (5) TOTAL HOURS | (6) RATE OF PAY | (7) GROSS AMOUNT EARNED | (8) DEDUCTIONS | | | | | | (9) NET WAGES PAID FOR WEEK |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | M | T | W | Th | F | Sa | Su | | | | FICA | WITH-HOLDING TAX | MED/VIS/ DEN | 401K Flat | OTHER | TOTAL DEDUCTIONS | |
| | | | | 10 | 11 | 12 | 13 | 14 | 15 | 16 | | | | | | | | | | |
| | | | | HOURS WORKED EACH DAY | | | | | | | | | | | | | | | | |
| Perez, Noe Carbajal<br>NDC000106<br>xxx-xx-7094 | 5 | Excavation<br>> 50,000 lbs<br>Crew Leader | O | | | | | | | | | | $2,160.00 | $157.59 | $159.68 | | | | $317.27 | $1,842.73 |
| | | | S | 8.00 | 8.00 | 8.00 | 8.00 | 8.00 | | | 40.00 | 51.50 2.50 | | | | | | | | |
| Gonzalez, Ernesto<br>NDC000181<br>xxx-xx-0478 | 6 | Excavation<br>< 50,000 lbs | O | | | | | 9.00 | | | 9.00 | $33.00 | $1,177.00 | $87.12 | $63.13 | $38.20 | | | $188.45 | $988.55 |
| | | | S | 10.00 | 10.00 | 10.00 | 10.00 | | | | 40.00 | 22.00 | | | | | | | | |
| Olivares Bautista, Rodrigo<br>NDC000259<br>xxx-xx-7201 | 0 | Laborer,<br>Common | O | | | | | | | | | | $420.00 | $32.13 | | | | | $32.13 | $387.87 |
| | | | S | 10.00 | 10.00 | | | | | | 20.00 | 21.00 | | | | | | | | |
| Padron, Miguel<br>NDC000231<br>xxx-xx-8873 | 0 | Operator/<br>Excavation<br>< 50,000 lbs | O | | | | | 9.00 | | | 9.00 | $36.75 | $1,310.75 | $100.26 | $149.29 | | | | $249.55 | $1,061.20 |
| | | | S | 10.00 | 10.00 | 10.00 | 10.00 | | | | 40.00 | 24.50 | | | | | | | | |
| Reyes Venancio, Oliver<br>NDC000328<br>xxx-xx-5128 | 0 | Laborer,<br>Common | O | | | | | 9.00 | | | 9.00 | $30.00 | $870.00 | $81.86 | | | | | $81.86 | $988.14 |
| | | | S | 10.00 | 10.00 | | 10.00 | | | | 30.00 | 20.00 | $1,070.00 | | | | | | | |
| Rivas Rodriguez, Omar<br>NDC000327<br>xxx-xx-7489 | 0 | Laborer,<br>Common | O | | | | | 9.00 | | | 9.00 | $30.75 | $1,096.75 | $83.90 | | | | | $83.90 | $1,012.85 |
| | | | S | 10.00 | 10.00 | 10.00 | 10.00 | | | | 40.00 | 20.50 | | | | | | | | |
| Rodriguez Cardiel, Manuel<br>NDC000254<br>xxx-xx-8792 | 0 | Operator/<br>Excavation<br>< 50,000 lbs | O | | | | | 9.00 | | | 9.00 | $36.75 | $1,310.75 | $100.28 | $89.62 | | | | $189.90 | $1,120.85 |
| | | | S | 10.00 | 10.00 | 10.00 | 10.00 | | | | 40.00 | 24.50 | | | | | | | | |
| Vasquez, Luis F<br>NDC000255<br>xxx-xx-9321 | 0 | Operator/<br>Excavation<br>< 50,000 lbs | O | | | | | 9.00 | | | 9.00 | $31.50 | $1,123.50 | $85.95 | | | | | $85.95 | $1,037.55 |
| | | | S | 10.00 | 10.00 | 10.00 | 10.00 | | | | 40.00 | 21.00 | | | | | | | | |

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

**Public Burden Statement**

We estimate that is will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210

(over)

Date 10/27/2022

I, Christy Jessee (Name of Signatory Party) Construction Administrator (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

DeNucci Constructors, LLC (Contractor or Subcontractor) on the

Great Oaks Dr Improvements @ Brushy Creek (Building or Work); that during the payroll period commencing on the

10th day of October, 2022, and ending the 16th day of October, 2022,

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

DeNucci Constructors, LLC (Contractor or Subcontractor) from the full

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ – in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ – Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

| EXCEPTION (CRAFT) | EXPLANATION |
|---|---|
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REMARKS:

| NAME AND TITLE | SIGNATURE |
|---|---|
| Christy Jessee - Construction Administrator | |

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 3729 OF TITLE 31 OF THE UNITED STATES CODE.

EquipmentWatch™

www.equipmentwatch.com

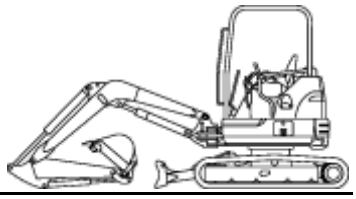
All prices shown in US dollars ($)

# Rental Rate Blue Book®

August 29, 2022

**Kubota KX040-4**
Crawler Mounted Compact Excavators

Size Class:
**4.1 - 5.0 MTons**
Weight:
**N/A**



## Configuration for KX040-4

| | | | |
|---|---|---|---|
| Operating Weight | **9534.9 lbs** | 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 | USD $5,655.00 | USD $1,585.00 | USD $395.00 | USD $59.00 | USD $27.05 | USD $59.18 |
| **Adjustments** | | | | | | |
| Region ( 100%) | - | - | - | - | | |
| Model Year (2022: 100%) | - | - | - | - | | |
| Adjusted Hourly Ownership Cost (100%) | - | - | - | - | | |
| Hourly Operating Cost (100%) | | | | | - | |
| **Total:** | **USD $5,655.00** | **USD $1,585.00** | **USD $395.00** | **USD $59.00** | **USD $27.05** | **USD $59.18** |

| **Non-Active Use Rates** | **Hourly** |
|---|---|
| Standby Rate | USD $18.64 |
| Idling Rate | USD $41.72 |

## Rate Element Allocation

| Element | Percentage | Value |
|---|---|---|
| Depreciation (ownership) | 31% | USD $1,753.05/mo |
| Overhaul (ownership) | 42% | USD $2,375.10/mo |
| CFC (ownership) | 7% | USD $395.85/mo |
| Indirect (ownership) | 20% | USD $1,131.00/mo |
| Fuel (operating) @ USD 5.70 | 35% | USD $9.59/hr |

Revised Date: 3rd quarter 2022

These are the most accurate rates for the selected Revision Date(s). However, due to more frequent online updates, these rates may not match Rental Rate Blue Book Print. Visit the Cost Recovery Product Guide on our Help page for more information.

The equipment represented in this report has been exclusively prepared for PAUL DENUCCI (paul@denucciconstructors.com)

www.equipmentwatch.com

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EquipmentWatch™

www.equipmentwatch.com

All prices shown in US dollars ($)

# Rental Rate Blue Book®

October 26, 2022

**Deere 350G LC**
Crawler Mounted Hydraulic Excavators

Size Class:
**33.1 - 40.0 MTons**
Weight:
**76557 lbs**

## Configuration for 350G LC

| | | | |
|---|---|---|---|
| Operating Weight | **34.7 mt** | 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 | USD $14,590.00 | USD $4,085.00 | USD $1,020.00 | USD $155.00 | USD $73.37 | USD $156.27 |
| **Adjustments** | | | | | | |
| Region ( 100%) | - | - | - | - | | |
| Model Year (2022: 100%) | - | - | - | - | | |
| Adjusted Hourly Ownership Cost (100%) | - | - | - | - | | |
| Hourly Operating Cost (100%) | | | | | - | |
| **Total:** | **USD $14,590.00** | **USD $4,085.00** | **USD $1,020.00** | **USD $155.00** | **USD $73.37** | **USD $156.27** |

| **Non-Active Use Rates** | **Hourly** |
|---|---|
| Standby Rate | USD $44.76 |
| Idling Rate | USD $114.90 |

## Rate Element Allocation

| Element | Percentage | Value |
|---|---|---|
| Depreciation (ownership) | 38% | USD $5,544.20/mo |
| Overhaul (ownership) | 46% | USD $6,711.40/mo |
| CFC (ownership) | 5% | USD $729.50/mo |
| Indirect (ownership) | 11% | USD $1,604.90/mo |
| Fuel (operating) @ USD 5.03 | 44% | USD $32.00/hr |

Revised Date: 4th quarter 2022

These are the most accurate rates for the selected Revision Date(s). However, due to more frequent online updates, these rates may not match Rental Rate Blue Book Print. Visit the Cost Recovery Product Guide on our Help page for more information.

The equipment represented in this report has been exclusively prepared for PAUL DENUCCI (paul@denucciconstructors.com)

www.equipmentwatch.com

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EquipmentWatch™

www.equipmentwatch.com

All prices shown in US dollars ($)

# Rental Rate Blue Book®

October 28, 2022

**Deere 323E (disc. 2018)**
Compact Track Loaders

Size Class:
**2501 - 2850 lbs**
Weight:
**N/A**

## Configuration for 323E (disc. 2018)

| | | | |
|---|---|---|---|
| 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 | USD $6,975.00 | USD $1,955.00 | USD $490.00 | USD $74.00 | USD $31.12 | USD $70.75 |
| **Adjustments** | | | | | | |
| Region ( 100%) | - | - | - | - | | |
| Model Year (2018: 100%) | - | - | - | - | | |
| Adjusted Hourly Ownership Cost (100%) | - | - | - | - | | |
| Hourly Operating Cost (100%) | | | | | - | |
| **Total:** | **USD $6,975.00** | **USD $1,955.00** | **USD $490.00** | **USD $74.00** | **USD $31.12** | **USD $70.75** |

| **Non-Active Use Rates** | **Hourly** |
|---|---|
| Standby Rate | USD $17.83 |
| Idling Rate | USD $52.67 |

## Rate Element Allocation

| Element | Percentage | Value |
|---|---|---|
| Depreciation (ownership) | 25% | USD $1,743.75/mo |
| Overhaul (ownership) | 55% | USD $3,836.25/mo |
| CFC (ownership) | 4% | USD $279.00/mo |
| Indirect (ownership) | 16% | USD $1,116.00/mo |
| Fuel (operating) @ USD 5.03 | 42% | USD $13.04/hr |

Revised Date: 4th quarter 2022

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www.equipmentwatch.com

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EquipmentWatch™

www.equipmentwatch.com

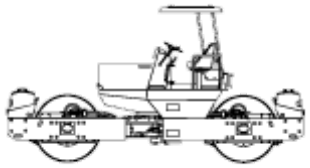
All prices shown in US dollars ($)

# Rental Rate Blue Book®

October 28, 2022

**BOMAG BW120SL-5**
Tandem Vibratory Compactors

Size Class:
**1.8 - 2.9 MTons**
Weight:
**N/A**



## Configuration for BW120SL-5

| | | | |
|---|---|---|---|
| Drum Width | **50 in** | Horsepower | **24.8 hp** |
| 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 | USD $6,455.00 | USD $1,810.00 | USD $455.00 | USD $68.00 | USD $19.23 | USD $55.91 |
| **Adjustments** | | | | | | |
| Region ( 100%) | - | - | - | - | | |
| Model Year (2015: 97.89%) | (USD $136.09) | (USD $38.16) | (USD $9.59) | (USD $1.43) | | |
| Adjusted Hourly Ownership Cost (100%) | - | - | - | - | | |
| Hourly Operating Cost (100%) | | | | | - | |
| **Total:** | **USD $6,318.91** | **USD $1,771.84** | **USD $445.41** | **USD $66.57** | **USD $19.23** | **USD $55.13** |

## Non-Active Use Rates

| | Hourly |
|---|---|
| Standby Rate | USD $15.44 |
| Idling Rate | USD $38.83 |

## Rate Element Allocation

| Element | Percentage | Value |
|---|---|---|
| Depreciation (ownership) | 25% | USD $1,613.75/mo |
| Overhaul (ownership) | 57% | USD $3,679.35/mo |
| CFC (ownership) | 5% | USD $322.75/mo |
| Indirect (ownership) | 13% | USD $839.15/mo |
| Fuel (operating) @ USD 5.03 | 15% | USD $2.93/hr |

Revised Date: 4th quarter 2022

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ASPHALT INC RONALD REAGAN
33507 RONALD W REAGAN BLV
FLORENCE, TX 76527

---

Date: 10/27/22 Ticket #: 4160409
Time: 09:56 Plant: 100515
*** Silo 1 Loadout ***

Customer: 2673
Alpha Paving Industries LLC
PO Box 6565
Round Rock, TX 78683
512-677-9001

Job: Great Oaks
Great Oaks Drive
,

P.O.#:

Carrier: 9999
CUSTOMER HAULER
Truck: 0225
License:

Phase: B RAP

Zone: 0
TestZone

Product: 1.1968
515-Type B
JMF:
(Daily) Loads: 23 Amount: 477.13 TN
(To-Date) Loads: 23 Amount: 477.13 TN

---

Gross: 34.24 TN 68480 lb
Tare: 14.29 TN 28580 lb
Net: 19.95 TN 39900 lb

515-64B2020

Received By:_____
Weighmaster: ELIJAH HENDERSON

4160409

# INVOICE

alpha paving INDUSTRIES LLC

Post Office Box 6565
Round Rock TX 78683
www.alphapaving.com

**Invoice ID:** **INV10681**
**Invoice Date:** 11/8/2022
**Payment Due:** 12/8/2022
**Terms:** Net 30
**Customer ID:** DeNucci Constructors, LLC
**PO:** 10/26/2022 Last day on the job
**Salesperson:**

**Bill To:**

DeNucci Constructors, LLC
8310-1 Cap of Tx Hwy N., Ste 275
Austin TX 78731
United States

**JOB: 21-644AV / Great Oaks Drive Improvements**

| Item | Description | Qty | Units | Unit Price | Balance Due |
|---|---|---|---|---|---|
| A/R - Mobilization | MATERIAL ONLY<br>CO HMAC TY-B & TRUCKING | 19.95 | | $86.00 | $1,715.70 |

**Commissioners Court - Regular Session** **57.**

**Meeting Date:** 02/28/2023

T3346 Southeast Loop Segment 1 Phase 1 - Change Order #3 (Crash Cushions & Driveway)

**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. 3 in the amount of $177,807.62 for Project T3346 Southeast Loop Segment 1 Phase 1 (James Construction Group, LLC) P: 463 Funding Source: Road Bond.

### Background

This Change Order replaces the Single Guardrail Terminal (SGT's) end treatments and Metal Beam Guard Fence (MBGF) with permanent crash cushions on the eastbound side of both bridges. This is necessary due to the SGT's and MBGF not being able to be installed properly due to the retaining wall (MSE) rock backfill, MSE straps and storm drain that are in conflict. This Change Order also adds a concrete driveway item to the Contract, due to the contractor having to remove a portion of an existing driveway to install the 48-inch concrete drainage pipe. This existing driveway was constructed after the plans were generated.

Multiple items will be added by this Change Order. Please see attached Change Order for details.

This Change Order results in a net increase of $177,807.62 to the Contract amount, for an adjusted Contract total of $11,926,314.45. The original Contract amount was $11,526,789.09. As a result of this and all Change Orders to-date, $399,525.36 has been added to the Contract, resulting in a 3.5% net increase in the overall Contract cost.

## Fiscal Impact

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

## Attachments

T3346 SE Loop Seg1 P1-CO#3

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Becky Pruitt | 02/23/2023 06:14 PM |
| Form Started By: Julissa Vasquez | | Started On: 02/20/2023 08:25 AM |
| Final Approval Date: 02/23/2023 | | |

# WILLIAMSON COUNTY, TEXAS
## CHANGE ORDER NUMBER: 3

| | |
|---|---|
| *Project:* | *Southeast Loop Phase I* |
| *Roadway:* | *Roadway Improvemens* |
| *CSJ Number:* | *T3346* |

1. CONTRACTOR: **James Construction Group, LLC**
2. Change Order Work Limits: Sta. **1172+00** to Sta. **1195+00**
3. Type of Change(on federal-aid non-exempt projects): **Minor** (Major/Minor)
4. Reasons: **1A, 2E** (3 Max. - In order of importance - Primary first)
5. Describe the work being revised:

**1A. Incorrect PS&E.** This Change Order replaces the SGT and MBGF with Crash Cushion Attenuators on the propsed eastbound lane at both bridges due to them not being able to be installed per plan because of the post locations being in the MSE rock backfill. **2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9).** This Change Order also compensates the contractor for replacing a portion of an existing concrete driveway that needed to be removed to install the 48in RCP on Line B35.

6. Work to be performed in accordance with Items: **See Attached**
7. New or revised plan sheet(s) are attached and numbered: **sheets 151-155 & std. QGUARD (M10)(N)-20**
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 2-10-23

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:

Amount added by this change order: **$177,807.62**

**RECOMMENDED FOR EXECUTION:**

Project Manager — 2/13/2023 Date

N/A
Design Engineer — Date

Program Manager — 2/14/2023 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:*** *3* ***Project #*** ***Southeast Loop Phase I***

**TABLE A:** Force Account Work and Materials Placed into Stock

| | LABOR | HOURLY | | | HOURLY RATE |
|---|---|---|---|---|---|
| | | | | | |
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**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 |
| 545-6026 | CRASH CUSHION ATTEN (INSTALL) (QUAD)(N) | EA | $42,521.93 | 0.00 | $0.00 | 4.00 | 4.00 | $170,087.72 | $170,087.72 |
| 450-6030 | RAIL (TY C221) | LF | $73.72 | 2,801.00 | $206,489.72 | (80.00) | 2,721.00 | $200,592.12 | ($5,897.60) |
| 540-6001 | MTL W-BEAM GD FEN (TIM POST) | LF | $24.15 | 650.00 | $15,697.50 | (150.00) | 500.00 | $12,075.00 | ($3,622.50) |
| 540-6006 | MTL BEAM GD FEN TRANS (THRIE-BEAM) | EA | $1,730.00 | 13.00 | $22,490.00 | (4.00) | 9.00 | $15,570.00 | ($6,920.00) |
| 544-6001 | GUARDRAIL END TREATMENT (INSTALL) | EA | $2,760.00 | 13.00 | $35,880.00 | (4.00) | 9.00 | $24,840.00 | ($11,040.00) |
| 530-6004 | DRIVEWAYS (CONC) | SY | $100.00 | 0.00 | $0.00 | 152.00 | 152.00 | $15,200.00 | $15,200.00 |
| 999-WC03 | FORCE ACCOUNT (ADDITIONAL WORK TO INSTALL QUAD) | DOL | $1.00 | 0.00 | $0.00 | 20,000.00 | 20,000.00 | $20,000.00 | $20,000.00 |
| | | | | | | | | | |
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| | | | | | | | | | |
| TOTALS | | | | | $280,557.22 | | | $458,364.84 | $177,807.62 |

# CHANGE ORDER REASON(S) CODE CHART

| | |
|---|---|
| 1. Design Error or Omission | 1A. Incorrect PS&E<br>1B. Other |
| 2. Differing Site Conditions (unforeseeable) | 2A. Dispute resolution (expense caused by conditions and/or resulting delay)<br>2B. Unavailable material<br>2C. New development (conditions changing after PS&E completed)<br>2D. Environmental remediation<br>2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9)<br>2F. Site conditions altered by an act of nature<br>2G. Unadjusted utility (unforeseeable)<br>2H. Unacquired Right-of-Way (unforeseeable)<br>2I. Additional safety needs (unforeseeable)<br>2J. Other |
| 3. County Convenience | 3A. Dispute resolution (not resulting from error in plans or differing site conditions)<br>3B. Public relations improvement<br>3C. Implementation of a Value Engineering finding<br>3D. Achievement of an early project completion<br>3E. Reduction of future maintenance<br>3F. Additional work desired by the County<br>3G. Compliance requirements of new laws and/or policies<br>3H. Cost savings opportunity discovered during construction<br>3I. Implementation of improved technology or better process<br>3J. Price adjustment on finished work (price reduced in exchange for acceptance)<br>3K. Addition of stock account or material supplied by state provision<br>3L. Revising safety work/measures desired by the County<br>3M. Other |
| 4. Third Party Accommodation | 4A. Failure of a third party to meet commitment<br>4B. Third party requested work<br>4C. Compliance requirements of new laws and/or policies (impacting third party)<br>4D. Other |
| 5. Contractor Convenience | 5A. Contractor exercises option to change the traffic control plan<br>5B. Contractor requested change in the sequence and/or method of work<br>5C. Payment for Partnering workshop<br>5D. Additional safety work/measures desired by the contractor<br>5E. Other |
| 6. Untimely ROW/Utilities | 6A. Right-of-Way not clear (third party responsibility for ROW)<br>6B. Right-of-Way not clear (County responsibility for ROW)<br>6C. Utilities not clear<br>6D. Other |

**Williamson County Road Bond Program**

**Southeast Loop Phase 1 Road Improvements**
**Williamson County Project No. T3346**

**Change Order No. 3**

**Reason for Change**

This Change Order replaces the end treatments (SGT's) and guardrail (MBGF) with permanent crash cushions on the eastbound side of both bridges. This is necessary due to the SGT's and MBGF not being able to be installed properly due to the retaining wall (MSE) rock backfill, MSE straps and storm drain that are in conflict. This Change Order also adds a concrete driveway item to the Contract, due to the contractor having to remove a portion of an existing driveway to install the 48-inch concrete drainage pipe (RCP). This existing driveway was constructed after the plans were generated.

The following new items will be added by this Change Order.

| ITEM | DESCRIPTION | QTY | UNIT |
|---|---|---|---|
| 545-6026 | CRASH CUSHION ATTEN (INSTALL) (QUAD)(N) | 4.0 | EA |
| 530-6004 | DRIVEWAYS (CONC) | 152.00 | SY |
| 999-WC03 | FORCE ACCOUNT (ADDITIONAL WORK TO INSTALL QUAD) | 20,000.00 | DOL |

This Change Order results in a net increase of $177,807.62 to the Contract amount, for an adjusted Contract total of $11,926,314.45. The original Contract amount was $11,526,789.09. As a result of this and all Change Orders to-date, $399,525.36 has been added to the Contract, resulting in a 3.5% net increase in the overall Contract cost.

**HNTB Corporation**

Oscar Salazar-Bueno, P.E.

## Change Order Proposal

**Date:** 12/15/2022

**Proposal#** 10850-006

Primoris Services Corporation
James Construction Group

**Bill To:**
Eddie Chruch
HNTB Corporation
101 E. Old Settlers Blvd, Suite 100
Round Rock, TX 78664

**RE:**
Williamson
SE Loop Segment 1 Phase 1
Project No.: T3346
Control No.: T3346

| Qty | UM | Description | Unit Price | Total |
|---|---|---|---|---|
| ~~4.00~~ | ~~EA~~ | ~~Install TAU (N)(M)(TL3)~~ | ~~$67,137.20~~ | ~~$268,548.82~~ |
| | | | $42,521.92 | $170,087.69 |
| 4.00 | EA | Install Quadguard (M10)(N) | ~~$46,511.49~~ | ~~$186,045.95~~ |
| ~~4.00~~ | ~~EA~~ | ~~Install Delta GG (N)~~ | ~~$46,781.33~~ | ~~$187,125.31~~ |
| | | | ~~Total~~ | ~~$641,720.07~~ |

## James Construction Group, LLC

Contractor's Basis of Estimate

| | | | | | |
|---|---|---|---|---|---|
| **Date:** | 12/15/2022 | **Project:** | Southeast Loop Segment 1 Phase 1 | **County:** | Williamson |
| **CO Pricing Good For:** | 30 Days (unless noted otherwise elsewhere) | **Control:** | T3346 | **Highway:** | SE LOOP |
| **Description:** | ADDED Crash Cushions | **Original Contract:** | **Net CO:** $ - | **Revised Contract:** | |
| **Estimated Qty:** | 4.00 EA | **Narrative:** | HNTB has requested pricing to install 4 EA - Quadguard M10 24" Crash Cushions. | | |
| **Estimated Change in Contract Sum:** | $ 186,045.95 | | | | |
| **Estimated Change in Contract Time:** | | | These crash cushions will be installed on each of 4 the approach slabs and tie into the vertical C221 barrier protecting the shared use path from the travelling public. The crash cushions will consist of 4 bi-directional TL-3 rated systems that will be drilled and epoxied to the approach slab. Because the approach slab steel was not designed with the crash cushion anchors in mind, additional labor will be required to drill through rebar (the manufactures foundations are designed so that steel will not conflict with the anchors.) | | |
| | | | As requested by HNTB, JCG will self preform the removal of the wire cages, rail loops, curb, installation of foundations under force account. Crews, equipment, and rates will be agreed upon prior to the work commencing. | | |
| | | | **JCG reserves the right to request equitable time and monetary adjustments for additional or unforeseen work resulting from this change order. This change order** | | |

| **Labor** | **Reg Hrs** | **OT Hrs** | **UM** | **Reg Rate** | **OT Rate (x1.5)** | **Extended** |
|---|---|---|---|---|---|---|
| | | | | | Total Labor | $0.00 |
| **Taxes and Insurance** | | | | | | |
| | | | | | Total Burden | $0.00 |
| **Equipment** | | | **QTY** | **UM** | **Rate** | **Extended** |
| | | | | | Total Equipment | $0.00 |
| **Subcontractors** | | | **QTY** | **UM** | **Price** | **Extended** |
| Option 2 - Quadguard (M10)(N) | | | 4.00 | EA | $ 40,096.11 | $ 160,384.44 |
| | | | | | Total Subcontract | $ 160,384.44 |
| **Material** | | | **QTY** | **UM** | **Price** | **Extended** |
| | | | | | Total Material | $ - |
| **Additional Work Items** | | | **QTY** | **Units** | **Price** | **Extended** |
| | | | | | | $ - |
| | | | | | Total | $ - |

| | | |
|---|---|---|
| **TOTAL OF WORK PERFORMED** | $ | 160,384.44 |
| Sub work 5% **MARK UP** | $ | 8,019.22 ~~-04,067.67-~~ |
| **BOND FEE (ADD 1%)** | $ | 1,684.04 ~~-1,603.84-~~ |
| **TOTAL COST** | $ | 170,087.70 ~~-186,045.95-~~ |
| **UNIT PRICE (TOTAL COST/EST. QTY)** | $ | 42,521.93 ~~-46,511.49-~~ |

170,087.70/4=42,521.93

ESSI
ENVIRONMENTAL SAFETY SERVICES INC.

**Environmental Safety Services, Inc.**
**P.O. Box 54**
**Buda, Texas, 78610**

**Phone: 512-989-2259**
**Fax: 512-372-9375**

**** CERTIFIED DBE / MBE / HUB / HABE / SBE CONTRACTOR ****

COA/TXDOT MBE/DBE #: VS0000012711, SCTRCA SBE/MBE/HABE #: 215049005, Texas HUB #: 1260203041800

**Bid Date:** **December 13, 2022**
**Project:** **SE Loop Segment 1 Phase 1**
**For:** **James Group**

**Proposal #: CO 1222-1894 CCA**

**Environmental Safety Services proposes to provide all the materials, labor, equipment and supervision necessary to perform the following work at the above referenced project per plans and specifications.**

| ITEM # | DESCRIPTION | UNIT | QUANTITIES | BID PRICE | EXT. PRICE |
|---|---|---|---|---|---|
| Option 1 | Install TAU (N)(M) (TL3) | EA | 4.00 | $57,876.90 | $231,507.60 |
| | | | | | |
| Option 2 | Quadguard (M10) (N) | EA | 4.00 | $40,096.11 | $160,384.44 |
| | | | | | |
| Option 3 | Delta CC (N) | EA | 4.00 | $40,328.73 | $161,314.92 |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

**Notes:**

No night work
All permits, lane closures and traffic control are excluded.
All layout is excluded.
General Contractor to provide access and staging area for ESSI materials & equipment.
All maintenance is excluded.
Crash Cusion are priced for concrete foundation only .
If any material tests are required they shall be done by the GC or others.
Engineering is not included. If required, additional charges will apply.
All shoring and mass excavation are excluded.
All dewatering is excluded.
*** Sales tax is included in above pricing. If exempt, please send an exemption certificate.
If bond is required, add 2.5% of contract amount and place in mobilization.
**Pricing is good for thirty (30) days.**
*****All bid prices are negotiable.*****

Respectfully submitted by Stacey Reinhart, Lead Project Manager/Estimator

Accepted by: _____ Date: _____

James Construction Group
5880 West US Highway 190
Belton, TX 76513
Phone: 254-938-7017 Fax: 254-938-7243

Received
Oct 24, 2022
HNTB Corporation
Round Rock

Date: 10/10/22

# Request for Information # 045

**Project Southeast Loop Segment 1 Phase 1**
**JCG Job# 10850-**
**Contract# T3346**

| *To:* | *From:* |
|---|---|
| Kyle Mccoy | Alex Krejchi |
| HNTB Corporation | Primoris Service Corporation (James Heavy Civil) |
| 101 E. Old Settlers Blvd #100 | |
| Round Rock TX 78664 | |
| *Phone:* 512-677-1861 | *Phone:* 254-718-4392 |
| *Fax:* | *Fax:* |
| *Email: klmccoy@hntb.com* | *Email: akrejchi@prim.com* |

| *Subject:* | *Status:* | *Response Required By:* |
|---|---|---|
| MBGF Post Conflict | Open | 10/4/22 |

| *Submittal #:* | *Drawing #:* | *Addendum:* | *Spec Section:* | *Schedule #:* |
|---|---|---|---|---|
| | 151 – 155, 279-280 | | | |

***RFI Detail:***

The posts for the MBGF have a minimum embedment of 36 inches below finish grade. The top MSE wall strap is 1 ft below the top of the panel and about 2' below finish grade. The MBGF posts currently conflict with the MSE Wall straps at all 4 MBGF sections protecting the TY C221 Rail between the S.U.P. and the travel lanes.

The Eastern most 20 feet of MBGF posts at station 1184+50 conflict with EC80 line that is about 2 feet below grade at this location. Please advise

***Suggestion:***

See the attached permanent crash cushion options with pictures of the eastbound side bridge ends, for consideration as solution to this RFI #45.

All eastbound side bridge corners (4) will now have a narrow TL-3 type permanent CCA installed on the bridge approaches. This may require concrete pad extensions off the end of the approaches, to make up for the extra 2 to 5 feet in CCA length required. This change will eliminate the originally proposed thrie beam, MBGF and SGT shown on the plans. Any necessary demo or extra work will be paid via Force account. Contractor to provide pricing for the 3 CCA options noted on the atttached TxDOT sheets.

-

Signature: Eddie Church Date: 12-5-2022

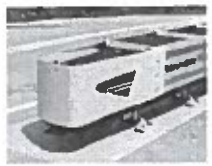
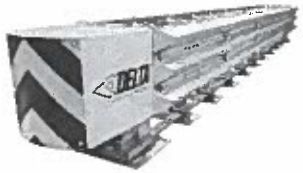
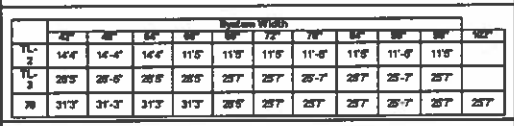
See applicable TxDOT standard sheets attached. Please provide pricing for each type, for price comparison. Four (4) total are to be installed on the eastbound side approach slabs (see pictures). Work for required concrete pad extensions and removal of existing rebar will be paid via Force Account.

Item 545-6013 CRASH CUSH ATTEN (INSTL)(R)(N)(TL3) EA 4 total

Texas Department of Transportation

# CATEGORIZED CRASH CUSHION ATTENUATORS ◆

**REUSABLE (Redirective, Non-Gating)**

| QUADGUARD (M10) (N) | QUADGUARD (M) (W) | TAU(M) (N) | TAU-II (W) | DELTA CC (N) | TRACC (W) |
|---|---|---|---|---|---|
|  | | | |  | |
| QUADGUARD M10 (Narrow) by Trinity Highway - Energy Absorption, Inc. www.trinityhighway.com | QUADGUARD (M) (WIDE) by Trinity Highway – Energy Absorption Inc. www.trinityhighway.com | TAU-M™ (Narrow) by LTS-Barrier Systems, Inc. www.barriersystemsinc.com | TAU-II™ (Wide) by LTS-Barrier Systems, Inc. www.barriersystemsinc.com | DELTA CC (Narrow) by Traffix Devices, Inc. www.traffixdevices.com/ | Trinity Attenuating Crash Cushion (Wide) by Trinity Highway Products, LLC www.trinityhighway.com |
| • Redirective, Non-Gating<br>• Meets TL-2 & TL-3<br>• Permanent or Temp. Work Zone<br>• Requires Asphalt or Conc. Paved Pad<br>• Unidirectional / Bidirectional | • Redirective, Non-Gating<br>• Meets TL-3<br>• Permanent or Temp. Work Zone<br>• Requires Concrete Paved Pad<br>• Unidirectional/Bidirectional | • Redirective, Non-Gating<br>• Meets TL-2 and TL-3<br>• Permanent or Temp. Work Zone<br>• Requires Asphalt or Conc. Paved Pad<br>• Unidirectional / Bidirectional | • Redirective, Non-Gating<br>• Meets TL-2 and TL-3<br>• Permanent or Temporary Work Zone<br>• Requires Asphalt or Concrete Paved Pad<br>• Unidirectional / Bidirectional | • Redirective, Non-Gating<br>• Meets TL-3<br>• Permanent or Temporary Work Zone<br>• Requires Asphalt or Concrete Paved Pad<br>Unidirectional / Bidirectional | • Redirective, Non-Gating<br>• Meets TL-2 and TL-3<br>• Permanent or Temporary Work Zone<br>• Requires Paved Pad<br>• Unidirectional / Bidirectional |
| • Shoulder Protection<br>• Point Protection<br>• Median Protection<br>• Gore Two-Side Protection | • Shoulder Protection<br>• Point Protection<br>• Median Protection<br>• Gore Two-Side Protection | • Shoulder Protection<br>• Point Protection<br>• Median Protection<br>• Gore Two-Side Protection<br>• Compact Backstop – T1F, T1W, T101, T221, T223, T401, T402, T411, T551, T552, T6, T77, SSTR, T80HT, T80SS, C1W, C221, C223, C402, C411 | • Shoulder Protection<br>• Point Protection<br>• Median Protection<br>• Gore Two-Side Protection<br>• 42" protects gores between 42" – 47" W<br>• 48" protects gores between 48" – 53" W<br>• 54" protects gores between 54" – 59" W<br>• 60" protects gores between 60" – 65" W<br>• 66" protects gores between 66" – 71" W<br>• 72" protects gores between 72" – 77" W<br>• 78" protects gores between 78" – 83" W<br>• 84" protects gores between 84" – 89" W<br>• 90" protects gores between 90" – 95" W<br>• 96" protects gores between 96" – 101" W<br>• 102" protects gores between 102" – 107"W | • Shoulder Protection<br>• Point Protection<br>• Median Protection<br>Gore Two-Side Protection | • Shoulder Protection<br>• Point Protection<br>• Median Protection<br>• Gore Two-Side Protection |
| BACKUP WIDTH:<br>24" | BACKUP WIDTH:<br>69" | BACKUP WIDTH:<br>30" | BACKUP WIDTH:<br>42" up to 102" in 6" increments | BACKUP WIDTH:<br>30-1/8" | BACKUP WIDTH:<br>WideFASTTRACC: 71" – 141"<br>WideTRACC: 58" – 127"<br>WideSHORT: 39" – 108" |
| HEIGHT: 2'-8" | HEIGHT: 2'-8 ¼" | HEIGHT: 2'-10" | HEIGHT: 2'-8" | HEIGHT: 31-1/2" | HEIGHT: 2'-8" |
| LENGTH:<br>3 Bay – 13'-0" (TL-2)<br>6 Bay – 22'-0" (TL-3 | LENGTH:<br>TL-3 \| 22'-0" | SYSTEM LENGTH:<br>TL-2 \| Compact Backstop: 15'-5"<br>TL-3 \| Compact Backstop: 23'-11" |  | LENGTH:<br>TL-3 \| 21'-0" | WideSHORT LENGTH:<br>17' to 39'-3" – (TL-2)<br>WideTRACC LENGTH:<br>23'-0" to 46'-4" – (TL-3)<br>WideFASTTRACC LENGTH:<br>* 27'-11" to 51'-1" - (70 mph)<br>Varies with Width of Back-up Needed |
| Latest Statewide Standard:<br>**QUADGUARD (M10)(N)-20**<br>**(MASH COMPLIANT)** | Latest Statewide Standard:<br>**QG (M)(W)-21**<br>**(MASH COMPLIANT)** | Latest Statewide Standard:<br>**TAU(M) (N)-19**<br>**(MASH COMPLIANT)** | Latest Statewide Standard:<br>**TAU-II(W)-16** | Latest Statewide Standard:<br>**DELTACC (N)-22**<br>**(MASH COMPLIANT)** | Latest Statewide Standard:<br>**TRACC(W)-16** |

◆ This table is provided for informational purposes only, refer to manufacturer's details for the most up to date information.
* Capacity (70mph)
NCHRP 350 OR MASH: TL 2 ≤ 45 mph; TL 3 ≥ 50 mph. If MASH compliant, designated "(MASH Compliant)".



Updated: 07/11/22
ATTACHMENT A

Item 545-6026

Item 545-6013

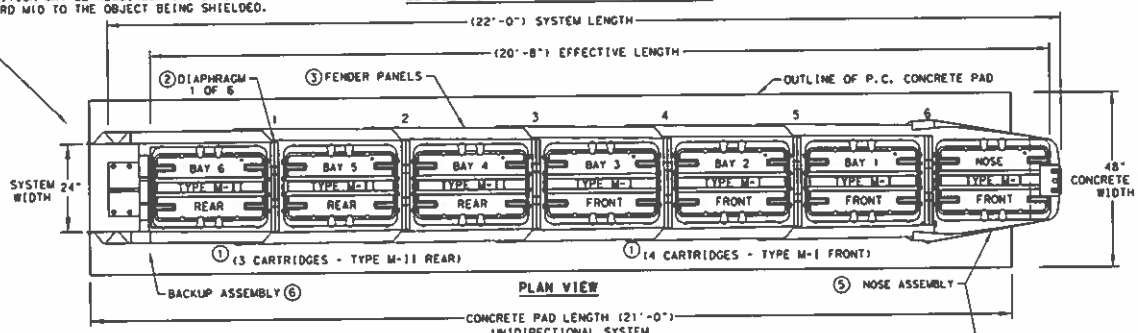
Item 545-6013

DISCLAIMER:
THE USE OF THIS STANDARD IS GOVERNED BY THE "TEXAS ENGINEERING PRACTICE ACT". NO WARRANTY OF ANY KIND IS MADE BY TXDOT FOR ANY PURPOSE WHATSOEVER. TXDOT ASSUMES NO RESPONSIBILITY FOR THE CONVERSION OF THIS STANDARD TO OTHER FORMATS OR FOR INCORRECT RESULTS OR DAMAGES RESULTING FROM ITS USE.

DATE:
FILE:

NOTE:
A TRANSITION MAY BE REQUIRED TO INSTALL THE QUADGUARD M10 TO THE OBJECT BEING SHIELDED.

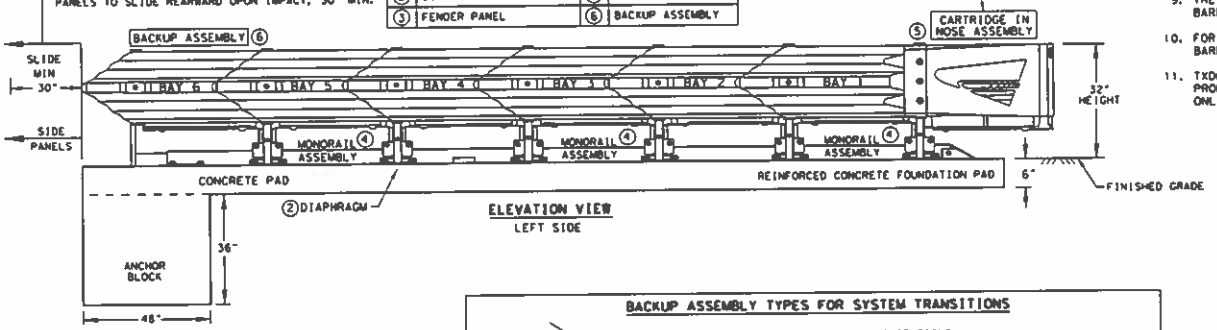
## QUADGUARD M10 24" WIDE 6-BAY SYSTEM




PLAN VIEW

| KEY | | KEY | |
|---|---|---|---|
| (1) | QUADGUARD CARTRIDGE | (4) | MONORAILS |
| (2) | DIAPHRAGM | (5) | NOSE ASSEMBLY |
| (3) | FENDER PANEL | (6) | BACKUP ASSEMBLY |

NOTE:
PROVISION SHALL BE MADE FOR REAR FENDER SIDE PANELS TO SLIDE REARWARD UPON IMPACT, 30" MIN.




ELEVATION VIEW
LEFT SIDE

NOTES:
CONTACT THE MANUFACTURER WITH SITE SPECIFIC DATA (SSD) FOR CONCRETE PAD AND ANCHOR BLOCK INSTALLATION REQUIREMENTS.

A MANUFACTURER'S DRAWING PACKAGE UNIQUE AND SPECIFIC FOR THE QUADGUARD M10 (N) INSTALLATION AND DETAILED INFORMATION REGARDING THE TYPE OF BACKUP ASSEMBLY FOR THE REQUIRED TRANSITION WILL BE PROVIDED TO THE ENGINEER AND INSTALLER.

6" REINFORCED CONCRETE PAD REQUIRES THE INSTALLATION OF AN ANCHOR BLOCK AS SHOWN ON THE MANUFACTURER'S DRAWING PACKAGE.

8" NON-REINFORCED CONCRETE PAD MAY NOT REQUIRE AN ANCHOR BLOCK, IF THE PAD IS INSTALLED AGAINST AN IMMOVABLE CONCRETE BACKUP.

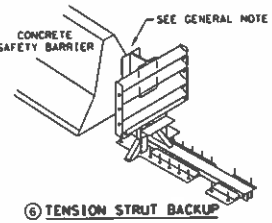
CONCRETE PAD AND ANCHOR BLOCK COMBINATIONS SHALL BE CONFIRMED WITH THE MANUFACTURER BASED UPON SITE SPECIFIC DATA (SSD).

NOTE:
THE QUADGUARD M10 24" WIDE 6-BAY - NARROW SYSTEM HAS BEEN TESTED TO MASH TEST LEVEL 3.

| TL-3 MODEL # | QM10024 | CARTRIDGE TYPES IN BAYS | | |
|---|---|---|---|---|
| BAYS | 6 | TYPE-MII | TYPE-MI | TYPE-MI |
| DIAPHRAGMS | 6 | 3 | 3 | 1 |
| WIDTH | 24" | REAR | FRONT | NOSE |

| TL-2 MODEL # | QM7024 | CARTRIDGE TYPES IN BAYS | | |
|---|---|---|---|---|
| BAYS | 3 | TYPE-MII | TYPE-MI | TYPE-MI |
| DIAPHRAGMS | 3 | 1 | 2 | 1 |
| WIDTH | 24" | REAR | FRONT | NOSE |

## BACKUP ASSEMBLY TYPES FOR SYSTEM TRANSITIONS




(6) TENSION STRUT BACKUP

| SYSTEM TRANSITIONS TYPES | |
|---|---|
| 1 | QUAD-BEAM TO CONCRETE SAFETY BARRIER |
| 2 | QUAD-BEAM TO CONCRETE BRIDGE RAIL |
| 3 | QUAD-BEAM TO CONCRETE END SHOE |
| 4 | QUAD-BEAM TO THRIE-BEAM RAIL |
| 5 | QUAD-BEAM TO W-BEAM RAIL |

NOTE:
TRANSITION ASSEMBLIES FOR THE QUADGUARD M10 TO THRIE-BEAM OR W-BEAM FENCE REQUIRES I-BEAM POSTS:

ALL POSTS W6X8.5/9 I-BEAMS (78" LONG).

NOTES:
CONTACT THE MANUFACTURER WITH SITE SPECIFIC DATA (SSD) FOR THE CORRECT BACKUP ASSEMBLY AND TRANSITION PANELS OR SIDE PANELS USED FOR STANDARD AND BI-DIRECTIONAL INSTALLATIONS: AT DIVIDED-HIGHWAY MEDIANS OR UNDIVIDED ROADWAYS WHERE THE SYSTEM IS EXPOSED TO IMPACTS FROM ONE OR TWO DIFFERENT DIRECTIONS OF TRAFFIC FLOW.

## GENERAL NOTES

1. FOR SPECIFIC INFORMATION REGARDING INSTALLATION AND TECHNICAL GUIDANCE OF THE SYSTEM, CONTACT: TRINITY HIGHWAY - ENERGY ABSORPTION INC. AT 1(888)323-6374.
2. SEE THE RECENT QUADGUARD M10 PRODUCT DESCRIPTION ASSEMBLY MANUAL FOR IMPACT PERFORMANCE CHARACTERISTICS AND DESIGN LIMITIONS AND THE DRAWING PACKAGE FOR THE NARROW 24" SYSTEM BEFORE INSTALLING THE QUADGUARD M10 SYSTEM AT ANY GIVEN LOCATION.
3. FOR BI-DIRECTIONAL TRAFFIC: THE PLACEMENT OF THE QUADGUARD M10 IS RESTRICTED. AS BI-DIRECTIONAL TRAFFIC APPROACHES THE REAR OF THE QUADGUARD M10 THE CRASH CUSHION MUST BE PLACED SUCH THAT THE TRAFFIC SIDE OF CRASH CUSHION IS AT LEAST AS FAR FROM ADJACENT TRAVEL LANE LINE AS THE TRAFFIC SIDE OF BARRIER/OBJECT BEING SHIELDED.
4. SYSTEM TRANSITION: APPROPRIATE TRANSITION PANELS OR SIDE PANELS WILL BE REQUIRED FOR PROPER IMPACT PERFORMANCE. THE CORRECT PANEL(S) TO USE WILL DEPEND ON THE DIRECTION OF TRAFFIC FLOW AND WHAT TYPE OF BARRIER OR ROAD FEATURE THE QUADGUARD M10 SYSTEM IS SHIELDING. SEE THE QUADGUARD M10 PRODUCT DESCRIPTION & ASSEMBLY MANUAL FOR FURTHER DETAILS.
5. COMPONENTS FOR THE QUADGUARD M10 BACKUP AND REINFORCING DETAILS ARE SHOWN ON THE QUADGUARD M10 PRODUCT DESCRIPTION & ASSEMBLY MANUAL.
6. CONCRETE PAD SHALL BE 6" MIN. REINFORCED 28MPa (4,000 PSI) (P.C.) OR 8" MIN. NON-REINFORCED 28MPa (4,000 PSI) CONCRETE ROADWAY MEASURING AT LEAST 12'-0" WIDE BY 50'-0" LONG. ANCHOR BLOCK IS NOT REQUIRED WHEN USING 8" CONCRETE PAD INSTALLED AGAINST AN IMMOVABLE STRUCTURE, E.G. CONCRETE WALL.
7. IF THE CROSS-SLOPE VARIES MORE THAN 2% OVER THE LENGTH OF THE SYSTEM, THE CONCRETE PAD WILL REQUIRE LEVELING. MAXIMUM PERMISSIBLE CROSS-SLOPE IS 8%.
8. THE INSTALLATION AREA SHOULD BE FREE OF CURBS, ELEVATED OBJECTS, OR DEPRESSIONS.
9. THE QUADGUARD M10 SYSTEM SHOULD BE INSTALLED APPROXIMATELY PARALLEL WITH THE BARRIER.
10. FOR THE TENSION STRUT BACKUP THE DISTANCE BETWEEN THE BACK OF BACKUP AND THE BARRIER WALL SHOULD NOT EXCEED 7" IN ANY CASE.
11. TXDOT HAS ONLY APPROVED THE 24" WIDE QUADGUARD M10 SYSTEM. THE QUADGUARD M10 PRODUCT DESCRIPTION AND ASSEMBLEY MANUAL INCLUDES SYSTEM WIDTH OF 24". ONLY THE 24" SYSTEM IS ALLOWED TO BE INSTALLED ON TEXAS ROADWAYS.

| FOUNDATION & ANCHORING REQUIREMENTS FOUNDATION TYPES: A, B, C, & D | |
|---|---|
| FOUNDATION TYPE: A | REINFORCED CONCRETE PAD OR ROADWAY |
| FOUNDATION: | 6" MINIMUM DEPTH (P.C.C.) |
| ANCHORAGE: | 7" STUDS EMBEDDED 5 ½" - APPROVED ADHESIVE |
| FOUNDATION TYPE: B | ASPHALT OVER P.C.C. |
| FOUNDATION: | 3" MIN. (A.C.) OVER 3" MIN. (P.C.C.) |
| ANCHORAGE: | 18" THREADED ROD EMBEDDED 16 ½" - APPROVED ADHESIVE |
| FOUNDATION TYPE: C | ASPHALT OVER SUBBASE |
| FOUNDATION: | 6" MIN. (A.C.) OVER 6" MIN. (C.S.) |
| ANCHORAGE: | 18" THREADED ROD EMBEDDED 16 ½" - APPROVED ADHESIVE |
| FOUNDATION TYPE: D | ASPHALT ONLY |
| FOUNDATION: | 8" MIN. (A.C.) |
| ANCHORAGE: | 18" THREADED ROD EMBEDDED 16 ½" - APPROVED ADHESIVE |

KEY:
ASPHALT CONCRETE (A.C.)
COMPACTED SUBBASE (C.S.)
PORTLAND CEMENT CONCRETE (P.C.C.)

NOTE: SEE TRINITY'S PRODUCT DESCRIPTION ASSEMBLY MANUAL FOR THE APPROVED ADHESIVE.

IF THE UNIT IS ANCHORED TO ASPHALTIC CONCRETE, IT SHOULD BE RELOCATED TO FRESH, UNDISTURBED ASPHALT AND RE-ANCHORED AFTER EACH IMPACT TO ENSURE ADEQUATE FUTURE PERFORMANCE.

TENSION STRUT BACKUP MAY BE USED IN CONSTRUCTION ZONES ON ASPHALT CONCRETE (A.C.) FOR TEMPORARY USE ONLY.

NOTE:
THIS STANDARD IS A BASIC REPRESENTATION OF THE QUADGUARD M10 SYSTEM AND IS NOT INTENDED TO REPLACE THE PRODUCT DESCRIPTION ASSEMBLY MANUAL.

REUSABLE

Texas Department of Transportation

Design Division Standard

# TRINITY HIGHWAY ENERGY ABSORPTION QUADGUARD M10 (MASH TL-3 & TL-2 NARROW-24"ONLY)

# QGUARD(M10)(N)-20

| FILE: qguardm10n20.dgn | DN: TxDOT | CK: RM | DW: VP | CK: AC |
|---|---|---|---|---|
| ©TxDOT: NOVEMBER 2020 | CONT | SECT | JOB | HIGHWAY |
| REVISIONS | | | | |
| | DIST | COUNTY | | SHEET NO. |

530-6004

# PROPOSAL

**Date:** 1/10/2023

**Proposal :** 10850-009

Primoris Services Corporation
James Construction Group

**Bill To:**
Eddie Chruch
HNTB Corporation
101 E. Old Settlers Blvd, Suite 100
Round Rock, TX 78664

**RE:**
Williamson
SE LOOP
Project No.: T3346
Control No.: T3346

| Qty | UM | Description | Unit Price | Total |
|---|---|---|---|---|
| 152.00 | sy | 6in Driveway Section - Prose Driveway Reconstruction | $ 100.00 | **$15,200.00** |
| 152.00 | CY | | **Total** | **$15,200.00** |

## James Construction Group, LLC

Contractor's Basis of Estimate

| | | | | | |
|---|---|---|---|---|---|
| **Date:** | 1/10/2023 | **Project:** | T3346 | **County:** | Williamson |
| | | **Control:** | | **Highway:** | T3346 |
| **Description:** | Reconstruct Prose Driveway | **Original Contract:** | | **Net CO:** | $ - **Revised Contract:** |
| **Estimated Qty:** | 152.00 sy | **Narrative:** | JCG to mobilize equipment to location, grade and compact the existing subgrade, drill and epoxy no4 rebar at 12in centers, and pour a 6in, CL A, driveway section for the Prose driveway previously removed to facilitate the construction of 48in drainage line. | | |
| **Estimated Change in Contract Sum:** | $ 15,200.00 | | | | |
| **Estimated Change in Contract Time:** | | | | | |

**JCG reserves the right to request equitable time and monetary adjustments for additional or unforeseen work resulting from this change order.**

| Labor | | Reg Hrs | OT Hrs | UM | Reg Rate | OT Rate (x1.5) | Extended |
|---|---|---|---|---|---|---|---|
| **Grade and Compact** | | | | | | | |
| Foreman - Earthwork | | 5.00 | | hr | $ 50.00 | | $ 250.00 |
| Operator - Medium | | 5.00 | | hr | $ 25.00 | | $ 125.00 |
| Operator - Medium | | 5.00 | | hr | $ 25.00 | | $ 125.00 |
| **Form, Tie, and Pour** | | | | | | | |
| Foreman - Concrete | | 20.00 | | hr | $ 50.00 | | $ 1,000.00 |
| Operator - Medium | | 20.00 | | hr | $ 25.00 | | $ 500.00 |
| Carpenter | | 20.00 | | hr | $ 25.00 | | $ 500.00 |
| Carpenter | | 20.00 | | hr | $ 25.00 | | $ 500.00 |
| Laborer - Skilled | | 20.00 | | hr | $ 20.00 | | $ 400.00 |
| | | | | | | Total Labor | $ 3,400.00 |

| Insurance and Taxes | | | | | | | Extended |
|---|---|---|---|---|---|---|---|
| Insurance and Taxes | | | | | | Total | $ 1,870.00 |

| Equipment | | QTY | UM | Rate | Extended |
|---|---|---|---|---|---|
| 3/4 Ton Pickup | Foreman Trucks | 25 | hr | $ 43.06 | $ 1,076.50 |
| Robot Compactor | Grade/Compact | 1 | day | $ 33.00 | $ 33.00 |
| Haul in/Off | | 2 | LS | $ 135.00 | $ 270.00 |
| CAT 420 Backhoe | Support Concrete Crew | 20 | hr | $ 78.52 | $ 1,570.40 |
| Skid Steer | Grade/Compact | 5 | hr | $ 83.34 | $ 416.70 |
| | | | | Total Equipment | $3,366.60 |

| Subcontractors | QTY | UM | Price | Extended |
|---|---|---|---|---|
| | | | Total Subcontract | $ - |

| Material | QTY | UM | Price | Extended |
|---|---|---|---|---|
| CL A Concrete | 26.50 | CY | $ 108.00 | $ 2,862.00 |
| Environmental Fees | 3.00 | Loads | $ 20.00 | $ 60.00 |
| No 4 Rebar | 1950.00 | LBS | $ 0.58 | $ 1,135.88 |
| Formwork, Miscellaneous Tools | 1.00 | LS | $ 680.00 | $ 680.00 |
| Specpoxy 3000 (22 oz tubes) | 16.00 | TUBES | $ 30.00 | $ 480.00 |
| | | | Total Material | $ 5,217.88 |

| Additional Work Items | QTY | Units | Price | Extended |
|---|---|---|---|---|
| | | | Total | $ - |

| | |
|---|---|
| **MARKUP** | $ 1,206.98 |
| **TOTAL OF WORK PERFORMED** | $ 13,854.48 |
| **BOND FEE (ADD 1%)** | $ 138.54 |
| **TOTAL COST** | $ 15,200.00 |
| **UNIT PRICE (TOTAL COST/EST. QTY)** | $ 100.00 |

EquipmentWatch.

www.equipmentwatch.com

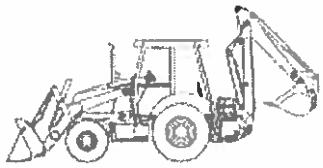
All prices shown in US dollars ($)

## Rental Rate Blue Book®

June 20, 2022

**Caterpillar 420F2 IT**
Tractor-Loader-Backhoes

Size Class:
**14' to Under 15'**
Weight:
**N/A**



### Configuration for 420F2 IT

| | | | |
|---|---|---|---|
| Drive | **4WD** | 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 | USD $7,460.00 | USD $2,090.00 | USD $525.00 | USD $79.00 | USD $36.98 | USD $79.37 |
| **Adjustments** | | | | | | |
| Region ( Texas: 98%) | (USD $149.20) | (USD $41.80) | (USD $10.50) | (USD $1.58) | | |
| Model Year (2022: 100%) | - | - | - | - | | |
| Adjusted Hourly Ownership Cost (100%) | - | - | - | - | | |
| Hourly Operating Cost (100%) | | | | | | |
| **Total:** | **USD $7,310.80** | **USD $2,048.20** | **USD $514.50** | **USD $77.42** | **USD $36.98** | **USD $78.52** |

| Non-Active Use Rates | Hourly |
|---|---|
| Standby Rate | USD $20.77 |
| Idling Rate | USD $60.11 |

### Rate Element Allocation

| Element | Percentage | Value |
|---|---|---|
| Depreciation (ownership) | 32% | USD $2,387.20/mo |
| Overhaul (ownership) | 47% | USD $3,506.20/mo |
| CFC (ownership) | 7% | USD $522.20/mo |
| Indirect (ownership) | 14% | USD $1,044.40/mo |
| Fuel (operating) @ USD 5.13 | 50% | USD $18.57/hr |

Revised Date: 2nd quarter 2022

These are the most accurate rates for the selected Revision Date(s). However, due to more frequent online updates, these rates may not match Rental Rate Blue Book Print. Visit the Cost Recovery Product Guide on our Help page for more information.

The equipment represented in this report has been exclusively prepared for CHET CHAUTIN (cchautin@prim.com)

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United Rentals

BRANCH 19J
1910 WEST PECAN STREET
PFLUGERVILLE TX 78660
512-990-8665
512-990-1944 FAX

# RENTAL RESERVATION

# 214825309

| | |
|---|---|
| Customer # | : 534595 |
| Reserved Date | : 01/10/23 |
| Scheduled Out | : 01/11/23 11:00 AM |
| Estimated In | : 01/16/23 11:00 AM |
| UR Job Loc | : CR 137 & CR 139, HUT |
| UR Job # | : 709 |
| Customer Job ID: | |
| P.O. # | : TBD |
| Requested By | : DEBRA CAMPBELL |
| Written By | : SCOTT WOMACK |
| Salesperson | : |

Job Site

SE LOOP JOB
CR 137 & CR 139
HUTTO TX 78634

**Office:** 972-538-5300 **Cell:** 254-598-0783

JAMES CONST GROUP LLC TX
1760 S STEMMONS FWY STE 300
LEWISVILLE TX 75067-6413

**This is not an invoice**
**Please do not pay from this document**

RENTAL ITEMS:

| Qty | Equipment | Description | Minimum | Day | Week | Month | Estimated Amt. |
|---|---|---|---|---|---|---|---|
| 1 | 1601265 | ROLLER 24-33" WALKBEHIND PAD | | 33.33 | 233.33 | 1,000.00 | 166.65 |

Rental Subtotal: 166.65

SALES/MISCELLANEOUS ITEMS:

| Qty | Item | Price | Unit of Measure | Extended Amt. |
|---|---|---|---|---|
| 1 | DELIVERY CHARGE | 135.000 | EACH | 135.00 |
| 1 | PICKUP CHARGE | 135.000 | EACH | 135.00 |

Sales/Misc Subtotal: 270.00

Agreement Subtotal: 436.65
Tax: 36.03
Estimated Total: 472.68

COMMENTS/NOTES:

CONTACT: DEBRA CAMPBELL
CELL#: 254-598-0783

NOTICE: This is not a rental agreement. The rental of equipment and any items listed above is subject to availability and 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.

EquipmentWatch.

www.equipmentwatch.com

All prices shown in US dollars ($)

## Rental Rate Blue Book®

April 28, 2022

**Dodge 2500**
On-Highway Light Duty Trucks

Size Class:
**300 HP & Over**
Weight:
**N/A**

### Configuration for 2500

| | | | |
|---|---|---|---|
| Axle Configuration | **4.0 X 4.0** | Cab Type | **Crew** |
| Horsepower | **383.0 hp** | Power Mode | **Gasoline** |
| Ton Rating | **3.0 / 4.0** | | |

### Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

| | Ownership Costs | | | | Estimated Operating Costs | FHWA Rate** |
|---|---|---|---|---|---|---|
| | Monthly | Weekly | Daily | Hourly | Hourly | Hourly |
| Published Rates | USD $1,165.00 | USD $325.00 | USD $81.00 | USD $12.00 | USD $36.49 | USD $43.11 |
| **Adjustments** | | | | | | |
| Region ( Texas: 99.3%) | (USD $8.15) | (USD $2.28) | (USD $0.57) | (USD $0.08) | | |
| Model Year (2022: 100%) | - | - | - | - | | |
| Adjusted Hourly Ownership Cost (100%) | - | - | - | - | | |
| Hourly Operating Cost (100%) | | | | | - | |
| **Total:** | **USD $1,156.84** | **USD $322.73** | **USD $80.43** | **USD $11.92** | **USD $36.49** | **USD $43.06** |

### Non-Active Use Rates

| | Hourly |
|---|---|
| Standby Rate | USD $3.29 |
| Idling Rate | USD $37.42 |

### Rate Element Allocation

| Element | Percentage | Value |
|---|---|---|
| Depreciation (ownership) | 60% | USD $699.00/mo |
| Overhaul (ownership) | 23% | USD $267.95/mo |
| CFC (ownership) | 3% | USD $34.95/mo |
| Indirect (ownership) | 14% | USD $163.10/mo |
| Fuel (operating) @ USD 4.24 | 85% | USD $30.85/hr |

Revised Date: 2nd quarter 2022

These are the most accurate rates for the selected Revision Date(s). However, due to more frequent online updates, these rates may not match Rental Rate Blue Book Print. Visit the Cost Recovery Product Guide on our Help page for more information.

The equipment represented in this report has been exclusively prepared for CHET CHAUTIN (cchautin@prim.com)

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EquipmentWatch.

www.equipmentwatch.com

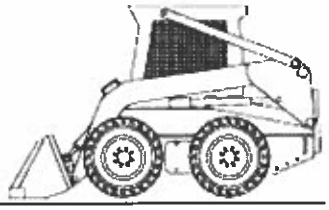
All prices shown in US dollars ($)

## Rental Rate Blue Book®

May 17, 2022

**Caterpillar 272D2 XHP**
Skid Steer Loaders

Size Class:
**3301 lbs & Over**
Weight:
**N/A**



### Configuration for 272D2 XHP

| | | | |
|---|---|---|---|
| Hydraulic Tank Capacity | **10.3 gal** | 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 | USD $7,865.00 | USD $2,205.00 | USD $550.00 | USD $83.00 | USD $40.48 | USD $85.17 |
| **Adjustments** | | | | | | |
| Region ( Texas: 95.9%) | (USD $322.46) | (USD $90.40) | (USD $22.55) | (USD $3.40) | | |
| Model Year (2022: 100%) | - | - | - | - | | |
| Adjusted Hourly Ownership Cost (100%) | - | - | - | - | | |
| Hourly Operating Cost (100%) | | | | | - | |
| **Total:** | **USD $7,542.54** | **USD $2,114.59** | **USD $527.45** | **USD $79.60** | **USD $40.48** | **USD $83.34** |

| Non-Active Use Rates | Hourly |
|---|---|
| Standby Rate | USD $21.43 |
| Idling Rate | USD $63.00 |

### Rate Element Allocation

| Element | Percentage | Value |
|---|---|---|
| Depreciation (ownership) | 19% | USD $1,494.35/mo |
| Overhaul (ownership) | 64% | USD $5,033.60/mo |
| CFC (ownership) | 4% | USD $314.60/mo |
| Indirect (ownership) | 13% | USD $1,022.45/mo |
| Fuel (operating) @ USD 5.13 | 50% | USD $20.14/hr |

Revised Date: 2nd quarter 2022

These are the most accurate rates for the selected Revision Date(s). However, due to more frequent online updates, these rates may not match Rental Rate Blue Book Print. Visit the Cost Recovery Product Guide on our Help page for more information.

The equipment represented in this report has been exclusively prepared for CHET CHAUTIN (cchautin@prim.com)

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**CENTEX MATERIALS LLC**
3019 Alvin DeVane Blvd, Bldg 1, Suite 100, Austin, Texas 78741 (512) 460-3003 Fax (512) 444-9808

**TO:** James Construction Group **DATE:** Sep 16, 2021
**ATTENTION:** Jason Hassell
**PROJECT NAME: Williamson County CR138 - SE Loop**

We are pleased to make you an offer of sale on Ready Mixed Concrete for use on the above-mentioned project, subject to terms and conditions stated below. **Please note we must be notified of acceptance and project information sheet filled out prior to release of any materials. Also, if project is tax exempt please provide proper documentation.**

| **Aggregate: Do Not Deliver** | |
|---|---|
| TxDOT Class A | $104.00 Cubic Yards |
| TxDOT Class B | $101.00 Cubic Yards |
| TxDOT Class C | $109.00 Cubic Yards |
| TxDOT Class S | $113.00 Cubic Yards |
| TxDOT Non Excavatable Flo Fill | $92.00 Cubic Yards |
| Environmental Charge | $20.00 Per Load |
| MSE Wall Backfill | $12.75 Per Ton |
| TxDOT Item 247 Type A - Gr. 5 Base | $8.75 Per Ton |
| 6" minus Rip Rap | $24.00 Per Ton |
| 12" minus Rip Rap | $32.00 Per Ton |
| 3x5 | $16.00 Per Ton |

CL A Concrete increased to $108.00/cy on 4/1/2022

See Concrete Terms below for more details

Sales Tax will be charged in addition to the above prices where applicable.
**Once accepted, prices are good thru Mar 31, 2022.**

## Concrete Terms

**Prices will increase $4 per cubic yard on Apr 01, 2022 good thru Dec 31, 2022.**

Concrete pricing does not include temperature control. **Concrete orders less than 6 cubic yards will be charged at market rate. Short load order backs will have a fee of $250.00 per load.** Please be sure to include PO numbers or any other pertinent information when scheduling your concrete for this will assist accounting in proper invoicing otherwise this could delay release of materials. **Due to anticipated interruption with our fly ash supply we at times will need to revert to straight cement mixes and when necessary this will be at a $5.50 per cubic yard upcharge. Due to interruptions with our cement supply, Saturday deliveries are subject to a $5 per cubic yard increase.**

**Temperature Control**

| | |
|---|---|
| Ice (Must be notified in advance in order to schedule delivery to plant) | $0.45 Per Lb. as Necessary |
| Chilled or Hot Water (Round Rock & South Plant Only) | $7.00 Per Cubic Yard |

**Special Aggregate**

| | |
|---|---|
| 3/8" Size Coarse Aggregate | $5.00 Per Cubic Yard |

Additional charges may apply to deliveries made outside of normal operating hours (5:00 am - 6:00 pm Monday to Friday) and environmental costs associated with returned concrete. Unloading time charges may apply for exceeding 30 minutes per load to unload truck. Call your sales representative to inquire about when these fees are applicable and the associated rates.

## Aggregate Terms

**Prices will increase $1 per ton on Apr 01, 2022 good thru Dec 31, 2022.**

Environmental fees will only be included with Concrete.

**Prices are FOB Buda Plant and are based on availability.** All Saturday deliveries will have a premium for opening of $500.00. Please note that we are not responsible for moisture in aggregates. Note when scheduling your material pick up please be sure to provide PO numbers, project name and location, or any other pertinent information to assist accounting in proper invoicing otherwise this could delay release of materials.

Standard operating hours are 6:00 am to 4:30 pm, Monday thru Friday. We reserve the right to assess additional charges for service outside these hours.

**This offer at the prices quoted must be accepted in writing within 30 days or the offer may be withdrawn.** The attached Centex Terms and Conditions of Sale apply and a contract of sale shall be made when a copy of this agreement signed by the buyer shall be delivered to Centex Materials LLC.

ACCEPTED:_____

DATE:_____

BY:_____

Thank you for your inquiring about our product.
We hope you will favor us with your order.

Centex Materials LLC
**Remus Key**
Sales Representative

CMC Commercial Metals

it's what's **inside** that counts

**Revised**

## WILLIAMSON COUNTY – MARCH 2021
## REINFORCING STEEL QUOTATION

CMC Steel Fabricators, Inc. dba CMC Rebar (hereafter called the Seller) proposes, subject to the terms and conditions of sales set forth below, to furnish domestic steel reinforcing bars per ASTM A615 latest edition cut to length, bent, bundled and tagged in accordance with Owner's or Buyer's bar list, including spirals where applicable for the project(s) listed below. Buyer shall furnish Seller one set of Plans. All material shall be furnished in accordance with the conditions of the Manual of Standard Practice of the Concrete Reinforcing Steel Institute.

PRICES

| Williamson Co. | Southeast Loop | IFB T3346 | 3-29-2021 |
|---|---|---|---|
| Reinforcing Bars for Structures (224 Tons)..... | | | $57.00 / cwt |
| ****4" Sealed Expansion Joint (SEJ-M) (301 LF)..... | | | **$77.00 / LF** |
| Sidewalk Expansion Joint Cover Plate (1036 Lbs. – actual)..... | | | $8.75 / Lb. |

****Rebar and SEJ NOT intended for separate acceptance**

Reinforcing for terminal anchors, curb, dowels, driveways, sidewalks, riprap, and "U" bars in barrier rail are included, but at the Structures Unit Price above or current market value if not stated.

*The above quantities are approximate and do not represent a guarantee by Seller. Actual quantities as designated in Buyer's contract and mutually agreed upon by Seller will determine the maximum quantities Seller is obligated to ship under this proposal. Additional steel required is subject to price negotiation.*

*Please see the **Acceptance Clause** on page 2 of this proposal.*

**PRICE ADJUSTMENT** – The above prices are firm for shipments through 12-31-2022. Add $1.25 cwt for all shipments on or after 1-1-2023 and every three months thereafter, cumulatively

**Seller's Price(s) Includes:**

- Reinforcing Steel for structures and concrete paving
- ****SEJ includes TxDOT approved D.S. Brown material, all required fabrication, painting, shop drawings and jobsite delivery**.

**Seller's Price(s) Excludes:**

- All accessories, tie wire, anchor bolts, smooth round dowels.
- Threaded inserts, bolts, threaded rebars, multiple piece tie bars and/or mechanical s specifically quoted, flat bar and welded flat bar bands, WWF, and any item not speci
- BIM/3D drawings (intended for other trades).

Rebar increased to $.5825/lb on 1/1/2023

See Price Adjustment below for more details


| Gene Boyette | Jim Lyons | Rodney Scott | Tully Williams | Reid Harmon | Brian Luensmann |
|---|---|---|---|---|---|
| gene.boyette@cmc.com | jim.lyons@cmc.com | rodney.scott@cmc.com | tully.williams@cmc.com | reid.harmon@cmc.com | brian.luensmann@cmc.com |
| (214) 392-5831 c | (512) 217-8294 c | (214) 334-3743 c | (214) 803-3946 c | (972) 877-3193 c | (254)216-2543 c |

**Alexander Krejchi**

**From:** Russell Mancill <Russell.Mancill@whitecap.com>
**Sent:** Tuesday, January 10, 2023 10:54 AM
**To:** Alexander Krejchi
**Subject:** Epoxy Price
**Attachments:** Specpoxy-3000-FS-Tech-Sheet - Copy.pdf

**Importance:** High

**CAUTION:** This email originated from outside the organization. Do not click links or open attachments unless you have verified the sender and know the content is safe! If this message is suspicious, please use the **Report Phish** button to notify IT.

Alex-

Per our conversation

SpecChem Specpoxy 3000fs 22oz. tubes $30.00ea

*Thank you,*

*Scott Mancill*

***Russell.mancill@whitecap.com***
***White Cap Construction Supply***
*Account Manager Store #713*
*5811 Trade Center Drive, Bldg 10 Suite #100*
*Austin Texas, 78744*
***Cell- (512)748-0866***
*Office-(512)389-3344*
*efax-(877)852-6631*

Click here for Products to help you get them home safe

Note!: This email originated from outside our organization. Be cautious when opening Links and Attachments that you were not expecting.

**Commissioners Court - Regular Session** **58.**

**Meeting Date:** 02/28/2023

22IFB57 CR 401 Reconstruction Change Order #4 (City of Taylor Water Line)

**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. 4 in the amount of $188,826.95 for Project 22IFB57 CR 401 Reconstruction (James Construction Group, LLC) P: 390 Funding Source: Road Bond.

### Background

This Change Order revises and adds additional items to the Contract for the adjustments needed to the City of Taylor water line on the north side of US 79 that conflicts with the proposed roadway and ditch cuts. This line is also being upsized to stay consistent with the proposed water line on CR 401.

This Change Order also addresses the need for an additional fire hydrant requested by the City of Taylor on the southeast side of US 79 and proposed CR 401. The City of Taylor has agreed to reimburse Williamson County for the additional work. See attached Change Order for additional details.

This Change Order results in an increase of $188,826.95 to the Contract amount, for an adjusted Contract total of $13,504,094.78. The original Contract amount was $12,673,200.94. As a result of this and all Change Orders to-date, $830,893.84 has been added to the Contract, resulting in a 6.56% net increase to the overall Contract cost.

## Fiscal Impact

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

## Attachments

22IFB57-CR401 Reconstruction-CO#4

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Becky Pruitt | 02/23/2023 06:13 PM |
| Form Started By: Julissa Vasquez | | Started On: 02/20/2023 08:13 AM |
| Final Approval Date: 02/23/2023 | | |

# WILLIAMSON COUNTY, TEXAS
## CHANGE ORDER NUMBER: 4

1. CONTRACTOR: **James Construction Group, LLC**

2. Change Order Work Limits: Sta. **200+50** to Sta. **205+25**

3. Type of Change(on federal-aid non-exempt projects): **Minor** (Major/Minor)

4. Reasons: **2G, 4B** (3 Max. - In order of importance - Primary first)

| | |
|---|---|
| ***Project:*** | ***22IFB57*** |
| ***Roadway:*** | ***CR 401 Reconstruction*** |
| ***CSJ Number:*** | |

5. Describe the work being revised:

**2G. Differing in site conditions. Unadjusted Utility (Unforseeable)** This Change Order adds new items to the Contract to adjust the existing 16in City of Taylor water line on the north side of US 79 which is inconflict with the proposed pavement and ditch cuts. **4B. Third Party Requested Work**. An additional 6in line and fire hydrant assembly are being added at the request of the City of Taylor.

6. Work to be performed in accordance with Items: **See attached.**

7. New or revised plan sheet(s) are attached and numbered: **GW-01, W-07,W-07A, W-07B**

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 12-30-22

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: **$188,826.95**

**RECOMMENDED FOR EXECUTION:**

Project Manager Date 1/3/23

Project Manager Date 1/04/2023

Recommended for Approval - HDR Engineering Date 01/06/23

City of Taylor - Brian LaBorde, City Manager Date 2/13/23

Program Manager Date 2/14/2023

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:*** *4* ***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 |
| WC 40 05 00 | CONNECTING TO EXISING SYSTEM | EA | $14,052.08 | 0.00 | $0.00 | 1.00 | 1.00 | $14,052.08 | $14,052.08 |
| WC 31 23 33 | TRENCH EXCAVATION SAFETY PROTECTION SYSTEMS (ALL DEPTHS | LF | $0.35 | 6,398.00 | $2,239.30 | 7.00 | 6,405.00 | $2,241.75 | $2.45 |
| WC 40 05 19 | PIPE, 18-IN DIAMETER PVC, (ALL DEPTHS), INCLUDING EXCAVATION AND EMBANKMENT | LF | $132.79 | 6,222.00 | $826,219.38 | 138.00 | 6,360.00 | $844,544.40 | $18,325.02 |
| WC 40 05 19 | PIPE, 16-IN DIAMETER PVC, (ALL DEPTHS), INCLUDING EXCAVATION AND EMBANKMENT | LF | $136.49 | 54.00 | $7,370.46 | (54.00) | 0.00 | $0.00 | ($7,370.46) |
| WC 40 05 19 | PIPE, 12-IN DIAMETER PVC, (ALL DEPTHS), INCLUDING EXCAVATION AND EMBANKMENT | LF | $127.80 | 122.00 | $15,591.60 | (7.00) | 115.00 | $14,697.00 | ($894.60) |
| WC 40 05 19 | DUCTILE IRON FITTINGS | LB | $9.80 | 17,500.00 | $171,500.00 | 3,550.00 | 21,050.00 | $206,290.00 | $34,790.00 |
| WC 40 05 61 | 18IN GATE VALVES | EA | $32,075.53 | 0.00 | $0.00 | 2.00 | 2.00 | $64,151.06 | $64,151.06 |
| WC 40 05 61 | 16IN GATE VALVES | EA | $8,989.47 | 2.00 | $17,978.94 | (2.00) | 0.00 | $0.00 | ($17,978.94) |
| DETAIL UT018/W-13 | FIRE HYDRANT ASSEMBLY | EA | $5,762.26 | 4.00 | $23,049.04 | 1.00 | 5.00 | $28,811.30 | $5,762.26 |
| WC 33 05 07 | JACKING OR BORING, 36-IN | LF | $587.43 | 0.00 | $0.00 | 10.00 | 10.00 | $5,874.30 | $5,874.30 |
| WC 33 05 23 | ENCASEMENT PIPE 36-IN, TYPE STEEL | LF | $596.72 | 0.00 | $0.00 | 10.00 | 10.00 | $5,967.20 | $5,967.20 |
| DETAIL UT019/W-13 | FLUSHING VALVE ASSEMBLY | EA | $8,283.85 | 1.00 | $8,283.85 | 1.00 | 2.00 | $16,567.70 | $8,283.85 |
| COT-WC02 | 18IN CONCRETE ENCASEMENT | CY | $208.59 | 0.00 | $0.00 | 24.00 | 24.00 | $5,006.16 | $5,006.16 |
| COT-WC03 | 6IN PVC PIPE | LF | $115.00 | 0.00 | $0.00 | 160.00 | 160.00 | $18,400.00 | $18,400.00 |
| COT-WC04 | 16IN JACKING OR BORING | LF | $325.87 | 0.00 | $0.00 | 100.00 | 100.00 | $32,587.00 | $32,587.00 |
| COT-WC05 | 1% BOND MARK UP | DOL | $1.00 | 0.00 | $0.00 | 1,869.57 | 1,869.57 | $1,869.57 | $1,869.57 |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| TOTALS | | | | | $1,072,232.57 | | | $1,261,059.52 | $188,826.95 |

# CHANGE ORDER REASON(S) CODE CHART

| | |
|---|---|
| 1. Design Error or Omission | 1A. Incorrect PS&E<br>1B. Other |
| 2. Differing Site Conditions (unforeseeable) | 2A. Dispute resolution (expense caused by conditions and/or resulting delay)<br>2B. Unavailable material<br>2C. New development (conditions changing after PS&E completed)<br>2D. Environmental remediation<br>2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9)<br>2F. Site conditions altered by an act of nature<br>2G. Unadjusted utility (unforeseeable)<br>2H. Unacquired Right-of-Way (unforeseeable)<br>2I. Additional safety needs (unforeseeable)<br>2J. Other |
| 3. County Convenience | 3A. Dispute resolution (not resulting from error in plans or differing site conditions)<br>3B. Public relations improvement<br>3C. Implementation of a Value Engineering finding<br>3D. Achievement of an early project completion<br>3E. Reduction of future maintenance<br>3F. Additional work desired by the County<br>3G. Compliance requirements of new laws and/or policies<br>3H. Cost savings opportunity discovered during construction<br>3I. Implementation of improved technology or better process<br>3J. Price adjustment on finished work (price reduced in exchange for acceptance)<br>3K. Addition of stock account or material supplied by state provision<br>3L. Revising safety work/measures desired by the County<br>3M. Other |
| 4. Third Party Accommodation | 4A. Failure of a third party to meet commitment<br>4B. Third party requested work<br>4C. Compliance requirements of new laws and/or policies (impacting third party)<br>4D. Other |
| 5. Contractor Convenience | 5A. Contractor exercises option to change the traffic control plan<br>5B. Contractor requested change in the sequence and/or method of work<br>5C. Payment for Partnering workshop<br>5D. Additional safety work/measures desired by the contractor<br>5E. Other |
| 6. Untimely ROW/Utilities | 6A. Right-of-Way not clear (third party responsibility for ROW)<br>6B. Right-of-Way not clear (County responsibility for ROW)<br>6C. Utilities not clear<br>6D. Other |

**Williamson County Road Bond Program**

**CR 401 Reconstruction**
**Williamson County Project No. 22IFB57**

**Change Order No. 4**
**Reason for Change**

This Change Order revises and adds additional items to the Contract for the adjustments needed to the City of Taylor water line on the north side of US 79 that conflicts with the proposed roadway and ditch cuts. This line is also being upsized to stay consistent with the proposed water line on CR 401.

This Change Order also addresses the need for an additional fire hydrant requested by the City of Taylor on the southeast side of US 79 and proposed CR 401.

The following new items will be added by this Change Order.

| ITEM | DESCRIPTION | QUANTITY | UNIT |
|---|---|---|---|
| WC 40 05 00 | CONNECTING TO EXISTING SYSTEM | 1 | EA |
| WC 40 05 19 | DUCTILE IRON FITTINGS | 3,550.00 | LB |
| WC 40 05 61 | 18IN GATE VALVES | 2 | EA |
| WC 33 05 07 | JACKING OR BORING, 36 IN | 10 | LF |
| WC 33 05 23 | ENCASEMENT PIPE 36 IN, TYPE STEEL | 10 | LF |
| COT-WC02 | 18 IN CONCRETE ENCASEMENT | 24.00 | CY |
| COT-WC03 | 6 IN PVC PIPE | 160.00 | LF |
| COT-WC04 | 16 IN JACKING AND BORING | 100.00 | LF |
| COT-WC05 | 1% BOND MARK UP | 1,869.57 | DOL |

This Change Order results in an increase of $188,826.95 to the Contract amount, for an adjusted Contract total of $13,504,094.78. The original Contract amount was $12,673,200.94. As a result of this and all Change Orders to-date, $830,893.84 has been added to the Contract, resulting in a 6.56% net increase to the overall Contract cost.

**HNTB Corporation**

Oscar Salazar-Bueno, P.E.

SUMMARY OF WATERLINE QUANTITIES

| LOCATION | 32 12 16 | 40 05 61 | 40 05 61 | 40 05 61 | 33 05 07 | 33 05 23 | 31 23 33 | 31 23 33 33 11 13 40 05 19 | 31 23 33 33 11 13 40 05 19 | 31 23 33 33 11 13 40 05 19 | 40 05 19 | DETAIL 15 W-11 | DETAIL UT019 W-13 | DETAIL 16 W-12 | DETAIL UT018 W-13 | 40 05 52 | 40 05 00 | W-14 - W-17 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | CUT & RESTORING PAV | VALVES, GATE TYPE, 18IN DIA | VALVES, GATE TYPE, 16IN DIA | VALVES, GATE TYPE, 12IN DIA | JACKING OR BORING 36IN | ENCASEMENT PIPE 36IN., TYPE STEEL | TRENCH EXCAVATION SAFETY PROTECTIVE SYSTEMS (ALL DEPTHS) | PIPE, 18IN DIA DUCTILE IRON PIPE, (ALL DEPTHS), INCLUDING EXCAVATION AND BACKFILL | PIPE, 16IN DIA DUCTILE IRON OR PVC PIPE, (ALL DEPTHS), INCLUDING EXCAVATION AND BACKFILL | PIPE, 12IN DIA DUCTILE IRON OR PVC PIPE, (ALL DEPTHS), INCLUDING EXCAVATION AND BACKFILL | DUCTILE IRON FITTINGS | BLOW-OFF VALVE ASSEMBLY | FLUSHING VALVE ASSEMBLY | VENT PIPE ASSEMBLY | FIRE HYDRANT ASSEMBLY | 3IN AIR/VACUUM RELEASE VALVE ASSEMBLY | CONNECT TO EXISTING SYSTEM | METER AND BACKFLOW PREVENTION STATION |
| | SY | EA | EA | EA | LF | LF | LF | LF | LF | LF | LB | EA | EA | EA | EA | EA | EA | LS |
| WATERLINE PLAN AND PROFILE SHEETS | | | | | | | | | | | | | | | | | | |
| 1 of 7 | 6 | 1 | - | - | - | - | 220 | 220 | - | - | 2,500 | - | - | - | - | - | - | 1 |
| 2 OF 7 | 22 | 2 | - | - | - | - | 1,010 | 1,010 | - | - | 2,500 | - | - | - | - | - | 1 | - |
| 3 OF 7 | 27 | - | - | - | - | - | 1,000 | 1,000 | - | - | 2,500 | - | - | - | 1 | 1 | - | - |
| 4 OF 7 | 10 | - | - | - | - | - | 1,000 | 1,000 | - | - | 2,500 | - | - | - | - | - | - | - |
| 5 OF 7 | - | 1 | - | - | 560 | 560 | 1,000 | 1,000 | - | - | 2,500 | 1 | - | 2 | 2 | - | - | - |
| 6 OF 7 | - | - | - | - | - | - | 1,000 | 1,000 | - | - | 2,500 | - | - | - | - | - | - | - |
| 7 OF 7 | - | 1 | - | - | 230 | 230 | 807 | 877 | - | - | 1,000 | 1 | - | - | 1 | 1 | - | - |
| 18IN WATERLINE RELOCATION PLAN AND PROFILE SHEET - (12IN WATERLINE ONLY) | - | - | - | 1 | - | - | 173 | 58 | - | 115 | 3,350 | - | 1 | - | 1 | 1 | 1 | - |
| | | | | | | | | | | | | | | | | | | |
| PROJECT TOTAL | 65 | 5 | - | 1 | 790 | 790 | 6,210 | 6,165 | - | 115 | 19,350 | 2 | 1 | 2 | 5 | 3 | 2 | 1 |

1

| NO. | DATE | REVISION | APPROVED |
|---|---|---|---|
| 1 | 7/29/22 | CHANGE ORDER NO. 1 | GLP |

WILLIAMSON COUNTY
1848

HDR ENGINNERING, INC.
710 HESTERS CROSSING, SUITE 150
ROUND ROCK, TEXAS 78681
TEXAS REGISTERED ENGINEERING FIRM F-754

TEXAS DEPARTMENT OF TRANSPORTATION

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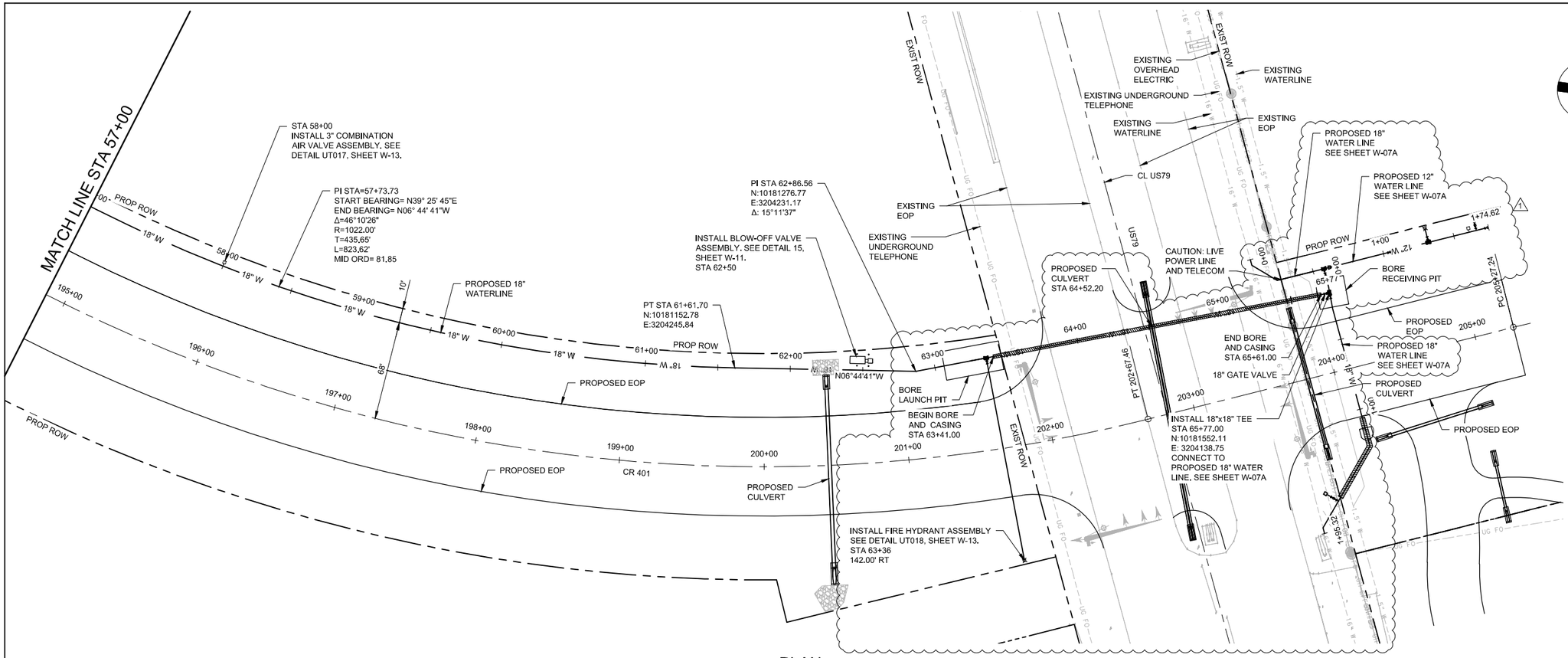
COUNTY ROAD 401

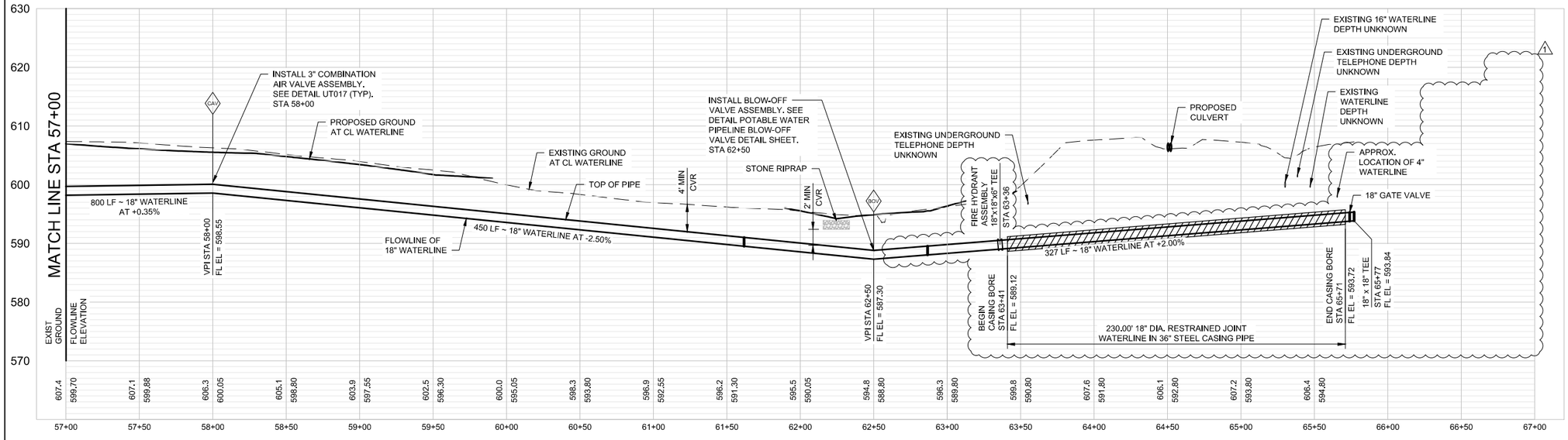
# WATER - PHASE 2
# TRANSMISSION MAIN
# SUMMARY OF QUANTITIES

SHEET 1 OF 1

| FED.RD. DIV.NO. | FEDERAL AID PROJECT NO. | | SHEET NO. |
|---|---|---|---|
| 6 | | | GW-01 |
| STATE | DISTRICT | COUNTY | |
| TEXAS | | WILLIAMSON | |
| CONTROL | SECTION | JOB | HIGHWAY NO. |
| | | | CR 401 |




PLAN




PROFILE

NOTES:

1. SURVEY SHOWN IS BASED ON CITY'S 2017 LIDAR SURVEY. THE ROW AND LOT LINE INFORMATION IS BASED ON GIS DATA OBTAINED FROM WILLIAMSON COUNTY APPRAISAL DISTRICT.
2. CONCRETE THRUST BLOCK REQUIRED AT ALL BENDS, TEES, AND REDUCERS. SEE DETAIL UT015.
3. ALL MECHANICAL JOINT BENDS, TEES, AND REDUCERS WHICH REQUIRE BLOCKING SHALL BE ADDITIONALLY RESTRAINED WITH EBAA MEGALUG RETAINER GLAND OR APPROVED EQUAL.
4. INSTALL RESTRAINED JOINT ON BOTH SIDES OF GATE VALVE. TYPICAL FOR ALL GATE VALVES.
5. FIRE HYDRANT LEADS SHALL BE DUCTILE IRON, CLASS 350 AND INSTALLED PER CITY OF TAYLOR STANDARD SPECIFICATIONS AND DETAILS.
6. THE LOCATION AND ELEVATIONS OF UTILITIES SHOWN ARE APPROXIMATE AND ALL EXISTING UTILITIES MAY NOT BE SHOWN. THE CONTRACTOR SHALL FIELD VERIFY THE LOCATION AND ELEVATION OF EXISTING UTILITIES BEFORE STARTING WORK AND SHALL NOTIFY THE ENGINEER OF CONFLICTS WITH THE IMPROVEMENTS.

STATE OF TEXAS
GREGORY L. PIERSON
129983
LICENSED PROFESSIONAL ENGINEER
August 19, 2022

| NO. | DATE | REVISION | APPROVED |
|---|---|---|---|
| 1 | 7/29/22 | CHANGE ORDER NO. 1 | GLP |

WILLIAMSON COUNTY
1848

HDR ENGINNERING, INC.
710 HESTERS CROSSING, SUITE 150
ROUND ROCK, TEXAS 78681
TEXAS REGISTERED ENGINEERING FIRM F-754

TEXAS DEPARTMENT OF TRANSPORTATION

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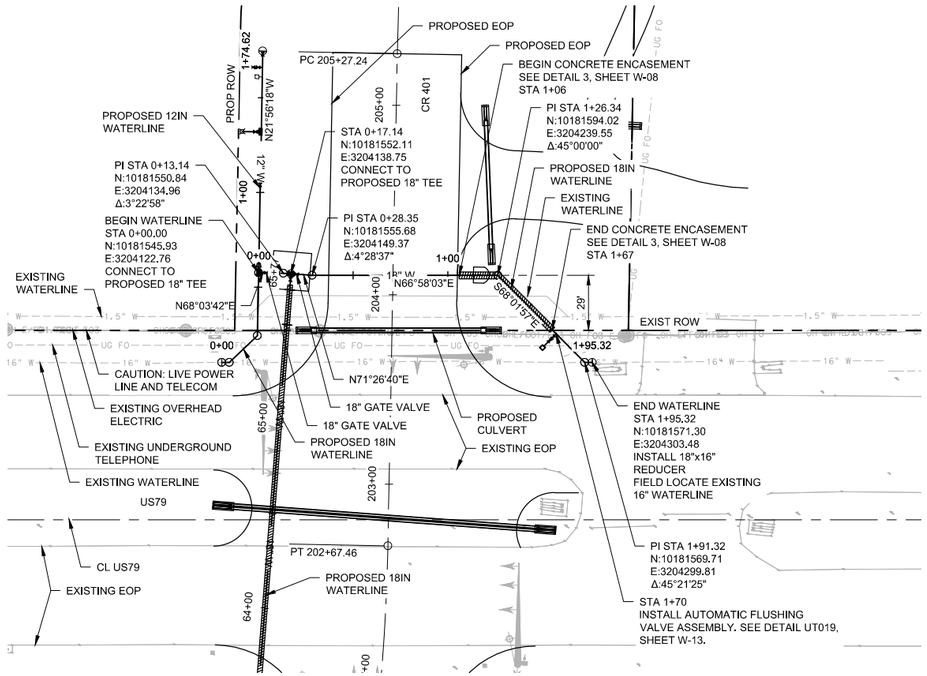
# COUNTY ROAD 401

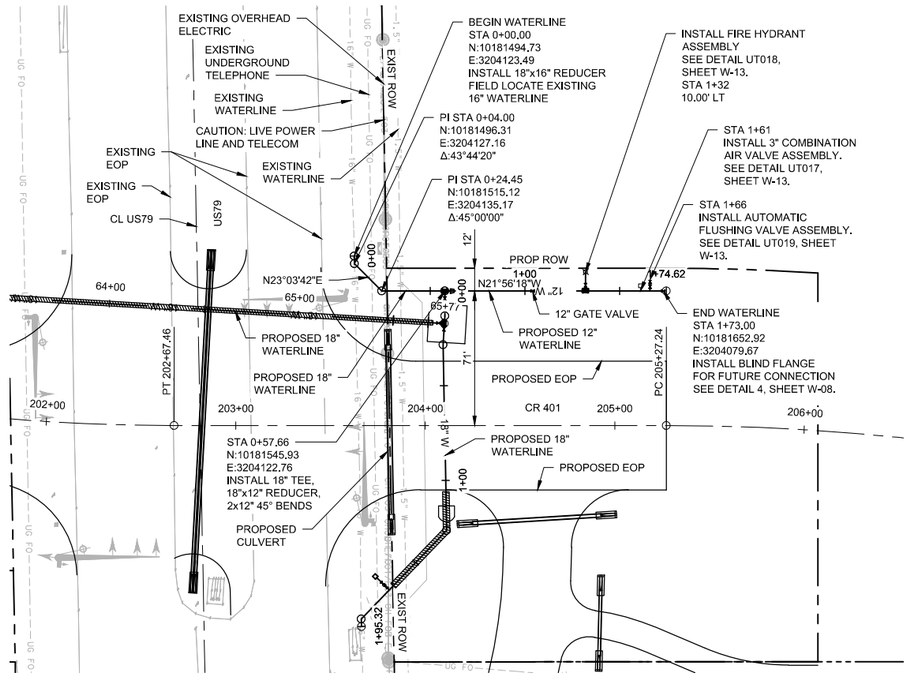
## WATER - PHASE 2 TRANSMISSION MAIN PLAN AND PROFILE STA 57+00 TO END

SHEET 7 OF 7

| FED.RD. DIV.NO. | FEDERAL AID PROJECT NO. | | SHEET NO. |
|---|---|---|---|
| 6 | | | W-07 |
| STATE | DISTRICT | COUNTY | |
| TEXAS | | WILLIAMSON | |
| CONTROL | SECTION | JOB | HIGHWAY NO. |
| | | | CR 401 |




PLAN - 18IN WATERLINE RELOCATION

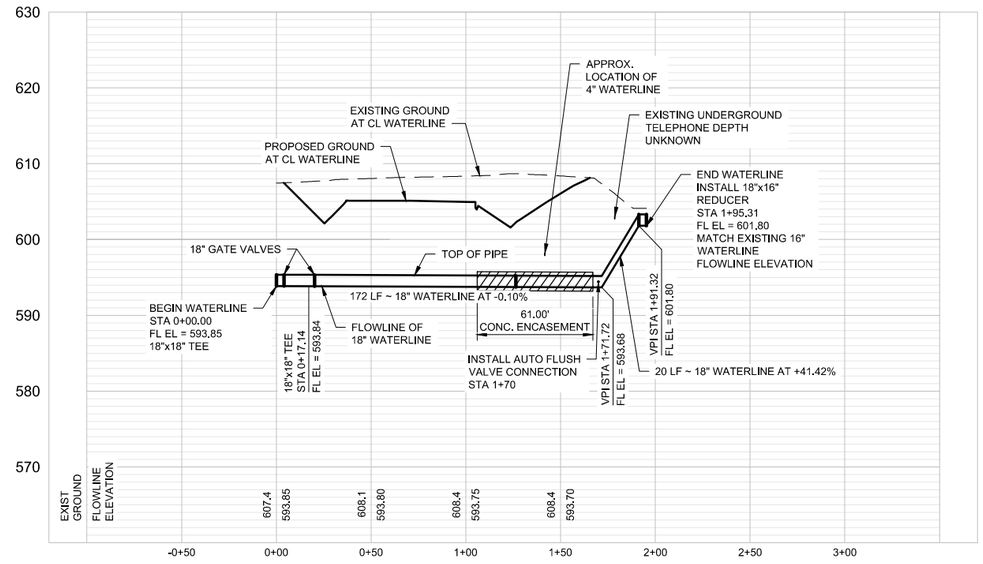



PLAN - 12IN WATERLINE

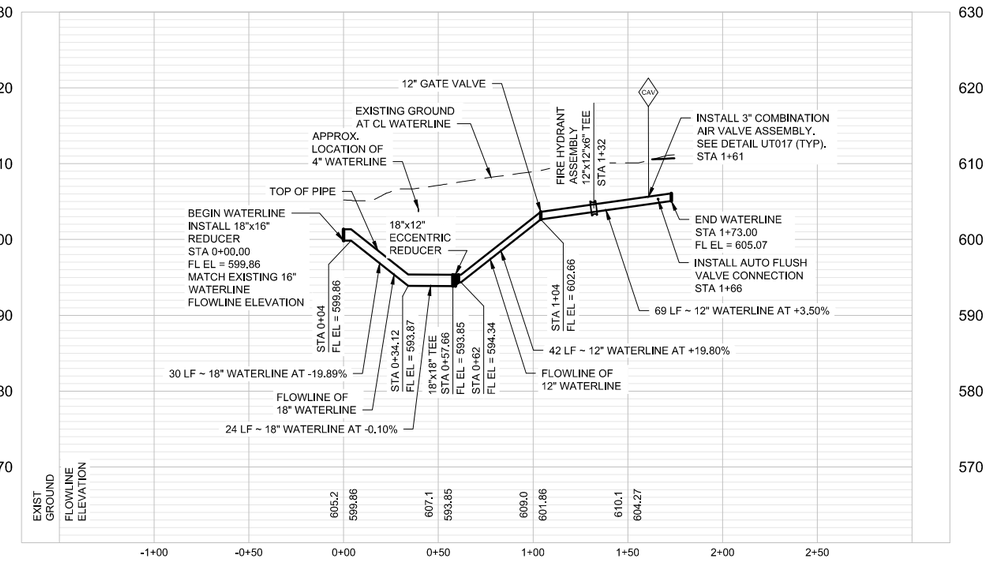
H: 0 20 40 60 80
V: 0 5 10 15 20

NOTES:

1. SURVEY SHOWN IS BASED ON CITY'S 2017 LIDAR SURVEY. THE ROW AND LOT LINE INFORMATION IS BASED ON GIS DATA OBTAINED FROM WILLIAMSON COUNTY APPRAISAL DISTRICT.
2. CONCRETE THRUST BLOCK REQUIRED AT ALL BENDS, TEES, AND REDUCERS. SEE DETAIL UT015.
3. ALL MECHANICAL JOINT BENDS, TEES, AND REDUCERS WHICH REQUIRE BLOCKING SHALL BE ADDITIONALLY RESTRAINED WITH EBAA MEGALUG RETAINER GLAND OR APPROVED EQUAL.
4. INSTALL RESTRAINED JOINT ON BOTH SIDES OF GATE VALVE. TYPICAL FOR ALL GATE VALVES.
5. FIRE HYDRANT LEADS SHALL BE DUCTILE IRON, CLASS 350 AND INSTALLED PER CITY OF TAYLOR STANDARD SPECIFICATIONS AND DETAILS.
6. THE LOCATION AND ELEVATIONS OF UTILITIES SHOWN ARE APPROXIMATE AND ALL EXISTING UTILITIES MAY NOT BE SHOWN. THE CONTRACTOR SHALL FIELD VERIFY THE LOCATION AND ELEVATION OF EXISTING UTILITIES BEFORE STARTING WORK AND SHALL NOTIFY THE ENGINEER OF CONFLICTS WITH THE IMPROVEMENTS.




PROFILE - 18IN WATERLINE RELOCATION




PROFILE - 12IN WATERLINE

STATE OF TEXAS
GREGORY L. PIERSON
129983
LICENSED PROFESSIONAL ENGINEER
August 19, 2022

| NO. | DATE | REVISION | APPROVED |
|---|---|---|---|
| 1 | 7/29/22 | CHANGE ORDER NO. 1 | GLP |

WILLIAMSON COUNTY
1848

HDR ENGINNERING, INC.
710 HESTERS CROSSING, SUITE 150
ROUND ROCK, TEXAS 78681
TEXAS REGISTERED ENGINEERING FIRM F-754

TEXAS DEPARTMENT OF TRANSPORTATION

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COUNTY ROAD 401

# WATER - PHASE 2
# 18IN WATERLINE RELOCATION
# PLAN AND PROFILE

SHEET 1 OF 1

| FED.RD. DIV.NO. | FEDERAL AID PROJECT NO. | | SHEET NO. |
|---|---|---|---|
| 6 | | | W-07A |
| STATE | DISTRICT | COUNTY | |
| TEXAS | | WILLIAMSON | |
| CONTROL | SECTION | JOB | HIGHWAY NO. |
| | | | CR 401 |

| SUMMARY OF WATERLINE QUANTITIES | | | | | | | |
|---|---|---|---|---|---|---|---|
| LOCATION | 40 05 61 | 31 23 33 | 31 23 33 | 31 23 33<br>33 11 13<br>40 05 19 | 40 05 19 | DETAIL UT019<br>W-13 | 40 05 00 |
| | VALVES, GATE TYPE, 18IN DIA | CONCRETE ENCASEMENT OF 18" WATERLINE, 6" THICKNESS | TRENCH EXCAVATION SAFETY PROTECTIVE SYSTEMS (ALL DEPTHS) | PIPE, 18IN DIA DUCTILE IRON PIPE, (ALL DEPTHS), INCLUDING EXCAVATION AND BACKFILL | DUCTILE IRON FITTINGS | FLUSHING VALVE ASSEMBLY | CONNECT TO EXISTING SYSTEM |
| | EA | CY | LF | LF | LB | EA | EA |
| 18IN WATERLINE RELOCATION PLAN AND PROFILE SHEET | | | | | | | |
| (18IN WATERLINE RELOCATION ONLY) | 2 | 24 | 195 | 195 | 1,700 | 1 | 1 |
| PROJECT TOTAL | 2 | 24 | 195 | 195 | 1,700 | 1 | 1 |

| NO. | DATE | REVISION | APPROVED |
|---|---|---|---|
| 1 | 7/29/22 | CHANGE ORDER NO. 1 | GLP |

WILLIAMSON COUNTY
1848

HDR ENGINNERING, INC.
710 HESTERS CROSSING, SUITE 150
ROUND ROCK, TEXAS 78681
TEXAS REGISTERED ENGINEERING FIRM F-754

TEXAS DEPARTMENT OF TRANSPORTATION

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COUNTY ROAD 401

# WATER - PHASE 2
# 18IN WATERLINE RELOCATION
# SUMMARY OF QUANTITIES

SHEET 1 OF 1

| FED.RD. DIV.NO. | FEDERAL AID PROJECT NO. | | SHEET NO. |
|---|---|---|---|
| 6 | | | W-07B |
| STATE | DISTRICT | COUNTY | |
| TEXAS | | WILLIAMSON | |
| CONTROL | SECTION | JOB | HIGHWAY NO. |
| | | | CR 401 |

# Change Order Proposal

**Date:** 11/17/2022

**Proposal:** CO #4 Waterline Revisions

Primoris Services Corporation
James Construction Group

**Bill To:**
Eddie Church
HNTB
101 E. Old Settlers Blvd, Ste 225
Round Rock, TX 78664

**RE:**
Williamson CR 401

Project No.: 22IFB57
Control No.: NA

| Qty | UM | Description | Unit Price | Total |
|---|---|---|---|---|
| 2.00 | EA | 18IN Gate Valves | $32,075.53 | $64,151.06 |
| (2.00) | EA | 16in Gate Valve | $8,989.47 | **($17,978.94)** |
| 10.00 | LF | 36in Jacking or Boring | $587.43 | **$5,874.30** |
| 10.00 | LF | 36in Encasement Pipe | $596.72 | **$5,967.20** |
| 7.00 | LF | Trench Excavation Safety | $0.35 | **$2.45** |
| 138.00 | LF | 18in DI Pipe | $132.79 | **$18,325.02** |
| (54.00) | LF | 16in DI Pipe | $136.49 | **($7,370.46)** |
| (7.00) | LF | 12in DI Pipe | $127.80 | **($894.60)** |
| 3550.00 | LBS | Ductile Iron Fittings | $9.80 | **$34,790.00** |
| 1.00 | EA | Flushing Valve Assembly | $8,283.85 | **$8,283.85** |
| 1.00 | EA | Fire Hydrant Assembly | $5,762.26 | **$5,762.26** |
| 1.00 | EA | Connection to Existing System | $14,052.08 | $14,052.08 |
| 24.00 | CY | 18in Concrete Encasement | $208.59 | **$5,006.16** |
| ~~1.00~~ | ~~EA~~ | ~~Hydrostatic Testing~~ | ~~$3,018.75~~ | ~~**$3,018.75**~~ |
| 160.00 | LF | 6in PVC Pipe | $115.00 | **$18,400.00** |
| 100.00 | LF | 16in Jacking or Boring | $325.87 | **$32,587.00** |
| ~~1.00~~ | ~~LS~~ | ~~1% Bond Markup~~ | ~~$1,869.57~~ | ~~**$1,869.57**~~ |
| | | | Subtotal | $186,957.38 |
| 1 | LS | 1% Bond Markup | | $1,869.57 |
| | | | **TOTAL** | **$188,826.95** |

**NOTES:**
1. We concur that the valve should be an additional cost since it was not previously accounted for in material procurement. In order to avoid confusion with quantities, we recommend paying for one of the valve based on the current unit cost and increasing the unit cost for the remaining two valves to compensate for this discrepancy. Total price from last change order proposal totaled $64,151.06 resulting in a unit price of $32,075.53/EA.
2. Incorporated Hydrostatic Testing into the Connection to Existing System bid item to avoid additional line item and potential confusion with hydrostatic testing for the remainder of the pipeline on the project which is considered subsidiary to the pipeline installation.

**Commissioners Court - Regular Session** **59.**

**Meeting Date:** 02/28/2023

IFB #23IFB21 Ronald Reagan Blvd at Elizabeth Park Blvd Temporary Signals and Restriping 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 #23IFB21 Ronald Reagan Blvd at Elizabeth Park Blvd Temporary Signals and Restriping to the lowest and best bidder, The Levy Company, Inc., in the amount of $216,902.22. Funding Source is P336.

### Background

Williamson County sent out over three thousand eight hundred (3,800) notifications with thirty-five (35) document takers with three (3) firms submitting bids. The bids have been reviewed and the apparent low bidder, The Levy Company, Inc., was found to be responsive, and materially balanced. Their lowest bid of $216,902.22 was 3.8% below the Engineers Estimate. In addition to meeting the bid qualifications subject to being low bidder, The Levy Company, Inc., has successfully completed similar projects for TxDOT Austin District and local cities. Based on the references of work performed, it is recommended to award the Ronald Reagan Blvd at Elizabeth Park Blvd Temporary Signals and Restriping IFB #23IFB21 contract to The Levy Company, Inc. Funding Source is P366. Point of contact is Randy Ehresman.

## Fiscal Impact

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

## Attachments

Award Recommendation

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing (Originator) | Joy Simonton | 02/23/2023 05:23 AM |
| County Judge Exec Asst. | Becky Pruitt | 02/23/2023 07:59 AM |
| Form Started By: Gretchen Glenn | | Started On: 02/21/2023 11:08 AM |
| Final Approval Date: 02/23/2023 | | |

**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

February 20, 2023

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

Attention: Kerstin Hancock
Deputy Purchasing Agent

Re: Williamson County Road Bond Program
Ronald Reagan Blvd. At Elizabeth Park Blvd. Temp Signals
Williamson County Project No. 23IFB21
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 bidder (The Levy Company) was found to be responsive and materially balanced. Following is a summary of the bid totals:

| | | |
|---|---|---|
| 1. | The Levy Company | $216,902.22 |
| 2. | EAR Telecommunications, LLC | $318,528.50 |
| 3. | DeNucci Constructors, LLC | $363,006.00 |

The lowest bidder was 3.8% below the Engineers Estimate.

In addition to meeting the bid qualifications subject to being low bidder, The Levy Company, has successfully completed previous projects with similar scope of work for the TxDOT Austin District and local cities. For Williamson County, they successfully completed the Lakeline Blvd. at US 183 project. Based on the references provided and low bid of $216,902.22, we concur with the Design Engineer, ATG Alliance Transportation Group Recommendation of Award for the Ronald Reagan Blvd. At Elizabeth Park Blvd. Temp Signals construction contract to The Levy Company in the amount of $216,902.22.

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
Ronald Reagan Blvd At Elizabeth Park Blvd Temporary Signals
February 7, 2023

**Bid Comparison**

| Bidder | Bid Amount | Rank | Difference from Engineer's Estimate ($) | Difference from Engineer's Estimate (%) | Difference from Low Bid ($) | Difference from Low Bid (%) |
|---|---|---|---|---|---|---|
| The Levy Company | $ 216,902.22 | 1 | ($8,528.28) | -3.8% | $ - | 0.0% |
| EAR Telecommunications, LLC | $ 318,528.50 | 2 | $93,098.00 | 41.3% | $ 101,626.28 | 46.9% |
| DeNucci Constructors, LLC | $ 363,006.00 | 3 | $137,575.50 | 61.0% | $ 146,103.78 | 67.4% |

Williamson County Road Bond Program
Ronald Reagan Blvd At Elizabeth Park Blvd Temporary Signals
February 7, 2023

| BID ITEM | TECH SPEC | DESCRIPTION | BID QUANTITY | UNIT MEASURE | Engineer's Estimate | | The Levy Company | | EAR Telecommunications, LLC | | DeNucci Constructors, LLC | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | UNIT COST | AMOUNT BID | UNIT COST | AMOUNT BID | UNIT COST | AMOUNT BID | UNIT COST | AMOUNT BID |
| 1 | 0500-6001 | MOBILIZATION | 1 | LS | $ 18,500.00 | $ 18,500.00 | $ 19,190.22 | $ 19,190.22 | $ 99,500.00 | $ 99,500.00 | $ 10,000.00 | $ 10,000.00 |
| 2 | 0502-6001 | BARRICADES, SIGNS AND TRAFFIC HANDLING | 4 | MO | $ 8,000.00 | $ 32,000.00 | $ 2,100.00 | $ 8,400.00 | $ 5,000.00 | $ 20,000.00 | $ 4,500.00 | $ 18,000.00 |
| 3 | 0618-6029 | CONDT (PVC) (SCH 40) (3") | 860 | LF | $ 26.00 | $ 22,360.00 | $ 20.00 | $ 17,200.00 | $ 35.00 | $ 30,100.00 | $ 45.00 | $ 38,700.00 |
| 4 | 0618-6070 | CONDT (RM) (2") | 25 | LF | $ 85.00 | $ 2,125.00 | $ 38.00 | $ 950.00 | $ 30.00 | $ 750.00 | $ 85.00 | $ 2,125.00 |
| 5 | 0620-6007 | ELEC CONDR (NO.8) BARE | 205 | LF | $ 1.45 | $ 297.25 | $ 1.70 | $ 348.50 | $ 3.50 | $ 717.50 | $ 8.00 | $ 1,640.00 |
| 6 | 0620-6008 | ELEC CONDR (NO.8) INSULATED | 1910 | LF | $ 1.70 | $ 3,247.00 | $ 1.70 | $ 3,247.00 | $ 4.00 | $ 7,640.00 | $ 8.00 | $ 15,280.00 |
| 7 | 0620-6009 | ELEC CONDR (NO.6) BARE | 185 | LF | $ 2.00 | $ 370.00 | $ 2.00 | $ 370.00 | $ 4.00 | $ 740.00 | $ 8.00 | $ 1,480.00 |
| 8 | 0620-6010 | ELEC CONDR (NO.6) INSULATED | 370 | LF | $ 2.30 | $ 851.00 | $ 2.00 | $ 740.00 | $ 4.50 | $ 1,665.00 | $ 8.00 | $ 2,960.00 |
| 9 | 0624-6007 | GROUND BOX TY D (162922)W/APRON | 2 | EA | $ 2,100.00 | $ 4,200.00 | $ 2,200.00 | $ 4,400.00 | $ 1,500.00 | $ 3,000.00 | $ 4,500.00 | $ 9,000.00 |
| 10 | 0625-6003 | ZINC-COAT STL WIRE STRAND (3/8") | 1610 | LF | $ 3.25 | $ 5,232.50 | $ 3.50 | $ 5,635.00 | $ 7.00 | $ 11,270.00 | $ 26.00 | $ 41,860.00 |
| 11 | 0628-6145 | ELC SRV TY D 120/240 060(NS)SS(E)SP(O) | 1 | EA | $ 7,300.00 | $ 7,300.00 | $ 8,500.00 | $ 8,500.00 | $ 9,500.00 | $ 9,500.00 | $ 12,000.00 | $ 12,000.00 |
| 12 | 0636-6007 | REPLACE EXISTING ALUMINUM SIGNS(TY A) | 9 | SF | $ 40.60 | $ 365.40 | $ 140.00 | $ 1,260.00 | $ 50.00 | $ 450.00 | $ 650.00 | $ 5,850.00 |
| 13 | 0644-6001 | IN SM RD SN SUP&AM TY10BWG(1)SA(P) | 2 | EA | $ 590.00 | $ 1,180.00 | $ 1,200.00 | $ 2,400.00 | $ 1,000.00 | $ 2,000.00 | $ 650.00 | $ 1,300.00 |
| 14 | 0644-6004 | IN SM RD SN SUP&AM TY10BWG(1)SA(T) | 2 | EA | $ 700.00 | $ 1,400.00 | $ 1,400.00 | $ 2,800.00 | $ 1,000.00 | $ 2,000.00 | $ 650.00 | $ 1,300.00 |
| 15 | 0666-6006 | REFL PAV MRK TY I (W)4"(DOT)(100MIL) | 37 | LF | $ 1.60 | $ 59.20 | $ 1.35 | $ 49.95 | $ 5.50 | $ 203.50 | $ 8.00 | $ 296.00 |
| 16 | 0666-6012 | REFL PAV MRK TY I (W)4"(SLD)(100MIL) | 30 | LF | $ 0.60 | $ 18.00 | $ 1.20 | $ 36.00 | $ 5.50 | $ 165.00 | $ 8.00 | $ 240.00 |
| 17 | 0666-6036 | REFL PAV MRK TY I (W)8"(SLD)(100MIL) | 95 | LF | $ 0.40 | $ 38.00 | $ 1.20 | $ 114.00 | $ 11.50 | $ 1,092.50 | $ 20.00 | $ 1,900.00 |
| 18 | 0666-6048 | REFL PAV MRK TY I (W)24"(SLD)(100MIL) | 85 | LF | $ 1.40 | $ 119.00 | $ 8.50 | $ 722.50 | $ 33.50 | $ 2,847.50 | $ 30.00 | $ 2,550.00 |
| 19 | 0666-6126 | REFL PAV MRK TY I (Y)4"(SLD)(100MIL) | 1550 | LF | $ 0.25 | $ 387.50 | $ 1.20 | $ 1,860.00 | $ 5.50 | $ 8,525.00 | $ 8.00 | $ 12,400.00 |
| 20 | 0672-6009 | REFL PAV MRKR TY II-A-A | 144 | EA | $ 0.60 | $ 86.40 | $ 6.50 | $ 936.00 | $ 25.00 | $ 3,600.00 | $ 12.00 | $ 1,728.00 |
| 21 | 0677-6001 | ELIM EXT PAV MRK & MRKS (4") | 532 | LF | $ 4.50 | $ 2,394.00 | $ 0.90 | $ 478.80 | $ 10.00 | $ 5,320.00 | $ 6.00 | $ 3,192.00 |
| 22 | 0677-6003 | ELIM EXT PAV MRK & MRKS (8") | 300 | LF | $ 0.55 | $ 165.00 | $ 1.30 | $ 390.00 | $ 15.00 | $ 4,500.00 | $ 8.00 | $ 2,400.00 |
| 23 | 0677-6008 | ELIM EXT PAV MRK & MRKS (ARROW) | 2 | EA | $ 7.50 | $ 15.00 | $ 83.00 | $ 166.00 | $ 250.00 | $ 500.00 | $ 800.00 | $ 1,600.00 |
| 24 | 0680-6002 | INSTALL HWY TRF SIG (ISOLATED) | 1 | EA | $ 37,000.00 | $ 37,000.00 | $ 56,600.00 | $ 56,600.00 | $ 10,000.00 | $ 10,000.00 | $ 50,000.00 | $ 50,000.00 |
| 25 | 0682-6001 | VEH SIG SEC (12")LED(GRN) | 6 | EA | $ 300.00 | $ 1,800.00 | $ 320.00 | $ 1,920.00 | $ 550.00 | $ 3,300.00 | $ 650.00 | $ 3,900.00 |
| 26 | 0682-6002 | VEH SIG SEC (12")LED(GRN ARW) | 3 | EA | $ 300.00 | $ 900.00 | $ 320.00 | $ 960.00 | $ 550.00 | $ 1,650.00 | $ 650.00 | $ 1,950.00 |
| 27 | 0682-6003 | VEH SIG SEC (12")LED(YEL) | 6 | EA | $ 310.00 | $ 1,860.00 | $ 320.00 | $ 1,920.00 | $ 550.00 | $ 3,300.00 | $ 650.00 | $ 3,900.00 |
| 28 | 0682-6004 | VEH SIG SEC (12")LED(YEL ARW) | 1 | EA | $ 338.00 | $ 338.00 | $ 320.00 | $ 320.00 | $ 550.00 | $ 550.00 | $ 650.00 | $ 650.00 |
| 29 | 0682-6005 | VEH SIG SEC (12")LED(RED) | 6 | EA | $ 340.00 | $ 2,040.00 | $ 320.00 | $ 1,920.00 | $ 550.00 | $ 3,300.00 | $ 650.00 | $ 3,900.00 |
| 30 | 0682-6006 | VEH SIG SEC (12")LED(RED ARW) | 1 | EA | $ 340.00 | $ 340.00 | $ 320.00 | $ 320.00 | $ 550.00 | $ 550.00 | $ 650.00 | $ 650.00 |
| 31 | 0682-6051 | BACKPLATE W/REFL BRDR(3 SEC)ALUM | 5 | EA | $ 339.00 | $ 1,695.00 | $ 160.00 | $ 800.00 | $ 180.00 | $ 900.00 | $ 500.00 | $ 2,500.00 |
| 32 | 0682-6052 | BACKPLATE W/REFL BRDR(4 SEC)ALUM | 2 | EA | $ 343.00 | $ 686.00 | $ 180.00 | $ 360.00 | $ 210.00 | $ 420.00 | $ 600.00 | $ 1,200.00 |
| 33 | 0684-6010 | TRF SIG CBL (TY A)(12 AWG)(5 CONDR) | 2480 | LF | $ 2.00 | $ 4,960.00 | $ 2.75 | $ 6,820.00 | $ 4.50 | $ 11,160.00 | $ 6.00 | $ 14,880.00 |
| 34 | 0684-6049 | TRF SIG CBL (TY A)(16 AWG)(3 CONDR) | 1325 | LF | $ 2.50 | $ 3,312.50 | $ 0.01 | $ 13.25 | $ 4.00 | $ 5,300.00 | $ 6.00 | $ 7,950.00 |
| 35 | 0690-6137 | VIVDS CABLE (INSTALL) | 1325 | LF | $ 1.35 | $ 1,788.75 | $ 1.40 | $ 1,855.00 | $ 2.50 | $ 3,312.50 | $ 13.00 | $ 17,225.00 |
| 36 | 6001-6002 | PORTABLE CHANGEABLE MESSAGE SIGN | 2 | EA | $ 13,000.00 | $ 26,000.00 | $ 1,200.00 | $ 2,400.00 | $ 11,850.00 | $ 23,700.00 | $ 4,500.00 | $ 9,000.00 |
| 37 | 6306-6002 | VIVDS CAM ASSY FXD LNS | 5 | EA | $ 3,000.00 | $ 15,000.00 | $ 7,100.00 | $ 35,500.00 | $ 2,000.00 | $ 10,000.00 | $ 6,500.00 | $ 32,500.00 |
| **NON-BID ITEMS TO BE INCLUDED IN BID AND CONTRACT AMOUNT. DO NOT MAKE CHANGES TO THIS SECTION.** | | | | | | | | | | | | |
| 38 | 999-WC01 | FORCE ACCOUNT | $ 25,000.00 | DOL | $ 1.00 | $ 25,000.00 | $ 1.00 | $ 25,000.00 | $ 1.00 | $ 25,000.00 | $ 1.00 | $ 25,000.00 |
| | | TOTAL COST ADJUSTED FOR CORRECTNESS | | | | **$ 225,430.50** | | **$ 216,902.22** | | **$ 318,528.50** | | **$363,006.00** |
| | | ACTUAL BID PROPOSAL | | | | | | $216,902.22 | | $318,528.50 | | $363,006.00 |
| | | ADJUSTMENT DIFFERENCE | | | | | | $0.00 | | $0.00 | | $0.00 |
| | | Acknowledgement of Addendum | | | | | | Y | | N | | Y |
| | | Bidder References (Minimum of Three) | | | | | | Y | | Y | | Y |
| | | Conflict of Interest Questionnaire | | | | | | Y | | Y | | Y |

11701 Stonehollow Drive | Suite 100
Austin, TX 78758
Office 512.821.2081
alliance.transportation.com

Randy Ehresman, P.E., Project Coordinator
HNTB Corporation
101 East Old Settlers Boulevard
Round Rock, Texas 78664

February 8, 2023

Project: Ronald Reagan Blvd. at Elizabeth Park Blvd. Temporary Signal

Mr. Ehresman,

On February 7, 2023, contractors' bids were submitted and opened for the Ronald Reagan Blvd. at Elizabeth Park Blvd. Temporary Signal project. We have reviewed the bids and a summary of contractor bid amount is as follows:

| No. | Company | Bid Amount |
|---|---|---|
| 1 | The Levy Company, Inc. | $216,902.22 |
| 2 | EAR Telecommunications, LLC | $318,528.50 |
| 3 | DeNucci Constructors, LLC | $363,006.00 |

A detailed bid analysis and comparison is attached for your records. The bids range from 4% under to 61% over the Engineer's Estimate. There were no errors detected, mathematical or otherwise, that would require disqualification of any of the bidders. The Levy Company, Inc. submitted the lowest bid in the amount of $216,902.22.

Based on the low bid amount, we recommend that The Levy Company, Inc. be awarded the contract. Let us know if you have any questions.

Sincerely,

Alliance Transportation Group, LLC

Doug Burnett

Doug Burnett, P.E.
Project Manager

Attachment: Bid Tabulation Analysis

**Commissioners Court - Regular Session** **60.**

**Meeting Date:** 02/28/2023

Award of IFB #23IFB33 CR 404 Realignment to Capital Excavation Company 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 #23IFB33 CR 404 Realignment to the lowest and best bidder, Capital Excavation Company, in the amount of $5,139,487.45. Funding Source is P391.

### Background

Williamson County sent out over five thousand two hundred (5,200) notifications with eighty-nine (89) document takers and received nine (9) submitting bids. The bids have been reviewed and the apparent low bidder, Capital Excavation Company, was found to be responsive and materially balanced. Their lowest bid of $5,139,487.45 was 7.5% lower than the Engineers Estimate. The bidding was competitive with the lowest two bidders being within 1.6% of each other. In addition to meeting the bid qualifications subject to being low bidder, Capital Excavation Company, has successfully completed previous projects for Williamson County. Based on the quality of work performed and favorable working relationship with the County and its Representatives, it is recommended to award the CR 404 Realignment IFB #23IFB33 contract to Capital Excavation Company. Funding Source is P391. Point of contact is Kim Scherer.

## Fiscal Impact

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

## Attachments

Award Recommendation

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing (Originator) | Joy Simonton | 02/23/2023 06:23 AM |
| County Judge Exec Asst. | Becky Pruitt | 02/23/2023 08:01 AM |
| Form Started By: Gretchen Glenn | | Started On: 02/21/2023 03:10 PM |
| Final Approval Date: 02/23/2023 | | |

**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

February 20, 2023

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

Attention: Kerstin Hancock
Deputy Purchasing Agent

Re: Williamson County Road Bond Program
CR 404 Realignment
Williamson County Project No. 23IFB33
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 (Capital Excavation Company) was found to be responsive and materially balanced. Following is a summary of the bid totals:

| | | | |
|---|---|---|---|
| 1. | Capital Excavation Company | $ | 5,139,487.45 |
| 2. | Cash Construction | $ | 5,222,814.00 |
| 3. | Patin Construction | $ | 5,254,630.50 |
| 4. | Chasco Constructors | $ | 5,394,499.00 |
| 5. | James Construction Group, LLC | $ | 5,599,281.97 |
| 6. | Jordan Foster Construction LLC | $ | 5,620,761.49 |
| 7. | Austin Bridge & Road, L.P. | $ | 5,791,536.22 |
| 8. | Joe Bland Construction, L.P. | $ | 5,802,757.00 |
| 9. | DeNucci Constructors, LLC | $ | 6,969,585.50 |

The lowest bidder was $418,215.39 lower than the Engineers Estimate, a cost savings of 7.5%. The bidding was competitive with the lowest two bidders being within 1.6% of each other.

In addition to meeting the bid qualifications subject to being the low bidder, Capital Excavation Company is currently the Contractor on CR 111 Westinghouse and North May Extension projects and has successfully completed past projects for Williamson County including County Road 300/301, County Road 214, and Ronald Reagan South Phase I. Based on the quality of work performed by the Contractor and favorable working relationship with the County and its Representatives, we therefor concur with the recommendation of the Design Engineer, RPS, for

award of the CR 404 Realignment construction contract to Capital Excavation Company in the amount of $5,139,487.45.

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
CR 404 Realignment
February 15, 2023

**Bid Comparison**

| Bidder | Bid Amount | Rank | Difference from Engineer's Estimate ($) | Difference from Engineer's Estimate (%) | Difference from Low Bid ($) | Difference from Low Bid (%) |
|---|---|---|---|---|---|---|
| Capital Excavation | $ 5,139,487.45 | 1 | ($418,215.39) | -7.5% | $ - | 0.0% |
| Cash Construction | $ 5,222,814.00 | 2 | ($334,888.84) | -6.0% | $ 83,326.55 | 1.6% |
| Patin Construction | $ 5,254,630.50 | 3 | ($303,072.34) | -5.5% | $ 115,143.05 | 2.2% |
| Chasco Constructors | $ 5,394,499.00 | 4 | ($163,203.84) | -2.9% | $ 255,011.55 | 5.0% |
| James Construction Group, LLC | $ 5,599,281.97 | 5 | $41,579.13 | 0.7% | $ 459,794.52 | 8.9% |
| Jordan Foster Construction, LLC | $ 5,620,761.49 | 6 | $63,058.65 | 1.1% | $ 481,274.04 | 9.4% |
| Austin Bridge & Road, L.P. | $ 5,791,536.22 | 7 | $233,833.38 | 4.2% | $ 652,048.77 | 12.7% |
| Joe Bland Constructors, L.P. | $ 5,802,757.00 | 8 | $245,054.16 | 4.4% | $ 663,269.55 | 12.9% |
| DeNucci Constructors, LLC | $ 6,969,585.50 | 9 | $1,411,882.66 | 25.4% | $ 1,830,098.05 | 35.6% |

Williamson County Road Bond Program
CR 404 Realignment
February 15, 2023

| BID ITEM | TECH SPEC | DESCRIPTION | BID QUANTITY | UNIT MEASURE | Engineer's Estimate UNIT COST | Engineer's Estimate AMOUNT BID | Capital Excavation UNIT COST | Capital Excavation AMOUNT BID | Cash Construction UNIT COST | Cash Construction AMOUNT BID |
|---|---|---|---|---|---|---|---|---|---|---|
| 1 | 100-6002 | PREPARING ROW | 49.75 | STA | 9,500.00 | 472,625.00 | 450.00 | 22,387.50 | 1,000.00 | 49,750.00 |
| 2 | 105-6026 | REMOVE STAB BASE & ASPH PAV (13"-18") | 93 | SY | 13.00 | 1,209.00 | 24.60 | 2,287.80 | 14.00 | 1,302.00 |
| 3 | 106-6001 | OBLITERATING ABANDONED ROAD | 25.4 | STA | 1,600.00 | 40,640.00 | 242.00 | 6,146.80 | 9,200.00 | 233,680.00 |
| 4 | 110-6001 | EXCAVATION (ROADWAY) | 17,100 | CY | 10.00 | 171,000.00 | 15.80 | 270,180.00 | 8.00 | 136,800.00 |
| 5 | 132-6006 | EMBANKMENT (FINAL)(DENS CONT)(TY C) | 19,200 | CY | 13.00 | 249,600.00 | 30.00 | 576,000.00 | 4.00 | 76,800.00 |
| 6 | 160-WC01 | FURNISHING AND PLACING TOPSOIL (4") | 32,838 | SY | 1.50 | 49,257.00 | 2.00 | 65,676.00 | 1.00 | 32,838.00 |
| 7 | 161-WC01 | EROSION CONTROL COMPOST (3") | 8,210 | SY | 5.00 | 41,050.00 | 2.10 | 17,241.00 | 6.30 | 51,723.00 |
| 8 | 162-WC103 | MULCH TOPDRESSING (5") | 8,210 | SY | 10.00 | 82,100.00 | 1.05 | 8,620.50 | 10.00 | 82,100.00 |
| 9 | 164-WC04 | SEEDING FOR EROSION CONTROL (TEMP)(COOL)(TY4) | 16,419 | SY | 0.15 | 2,462.85 | 0.40 | 6,567.60 | 1.00 | 16,419.00 |
| 10 | 164-WC11 | SEEDING FOR EROSION CONTROL (TEMP & Perm) (TY 11) | 49,257 | SY | 0.45 | 22,165.65 | 0.30 | 14,777.10 | 1.00 | 49,257.00 |
| 11 | 166-6002 | FERTILIZER | 2.05 | TON | 1,400.00 | 2,870.00 | 2,460.00 | 5,043.00 | 1,300.00 | 2,665.00 |
| 12 | 168-WC01 | VEGETATIVE WATERING | 985 | MG | 12.00 | 11,820.00 | 36.70 | 36,149.50 | 28.00 | 27,580.00 |
| 13 | 169-6001 | SOIL RETENTION BLANKETS (CL 1) (TY A) | 26,645 | SY | 1.15 | 30,641.75 | 1.60 | 42,632.00 | 2.20 | 58,619.00 |
| 14 | 247-6044 | FL BS (CMP IN PLC)(TY A GR 4)(FNAL POS) | 19,200 | CY | 60.00 | 1,152,000.00 | 54.00 | 1,036,800.00 | 60.40 | 1,159,680.00 |
| 15 | 260-6002 | LIME (HYDRATED LIME (SLURRY)) | 1,440 | TON | 275.00 | 396,000.00 | 192.00 | 276,480.00 | 307.00 | 442,080.00 |
| 16 | 260-6009 | LIME TRT (EXST MATL)(10") | 43,600 | SY | 4.00 | 174,400.00 | 3.15 | 137,340.00 | 5.00 | 218,000.00 |
| 17 | 310-6001 | PRIME COAT (MULTI OPTION) | 8,582 | GAL | 5.00 | 42,910.00 | 4.55 | 39,048.10 | 4.50 | 38,619.00 |
| 18 | 316-6193 | AGGR(TY-D GR-5 SAC-B) | 270 | CY | 150.00 | 40,500.00 | 183.00 | 49,410.00 | 400.00 | 108,000.00 |
| 19 | 316-6413 | ASPH(AC-15P, HFRS-2P OR CRS-2P) | 13,731 | GAL | 11.00 | 151,041.00 | 4.55 | 62,476.05 | 7.00 | 96,117.00 |
| 20 | 401-6001 | FLOWABLE BACKFILL | 12 | CY | 125.00 | 1,500.00 | 490.00 | 5,880.00 | 280.00 | 3,360.00 |
| 21 | 432-6002 | RIPRAP (CONC)(5 IN) | 11.2 | CY | 500.00 | 5,600.00 | 960.00 | 10,752.00 | 700.00 | 7,840.00 |
| 22 | 432-6033 | RIPRAP (STONE PROTECTION)(18 IN) | 16.3 | CY | 160.00 | 2,608.00 | 360.00 | 5,868.00 | 120.00 | 1,956.00 |
| 23 | 462-6001 | CONC BOX CULV (3 FT X 2 FT) | 102 | LF | 350.00 | 35,700.00 | 360.00 | 36,720.00 | 280.00 | 28,560.00 |
| 24 | 462-6003 | CONC BOX CULV (4 FT X 2 FT) | 190 | LF | 375.00 | 71,250.00 | 400.00 | 76,000.00 | 300.00 | 57,000.00 |
| 25 | 464-6003 | RC PIPE (CL III)(18 IN) | 48 | LF | 90.00 | 4,320.00 | 106.00 | 5,088.00 | 74.00 | 3,552.00 |
| 26 | 464-6005 | RC PIPE (CL III)(24 IN) | 125 | LF | 105.00 | 13,125.00 | 107.00 | 13,375.00 | 95.00 | 11,875.00 |
| 27 | 464-6025 | RC PIPE (CL V)(18 IN) | 128 | LF | 125.00 | 16,000.00 | 119.00 | 15,232.00 | 89.00 | 11,392.00 |
| 28 | 466-6164 | WINGWALL (FW - S) (HW=3 FT) | 3 | EA | 16,000.00 | 48,000.00 | 3,550.00 | 10,650.00 | 8,000.00 | 24,000.00 |
| 29 | 466-6165 | WINGWALL (FW - S) (HW=4 FT) | 1 | EA | 11,000.00 | 11,000.00 | 5,100.00 | 5,100.00 | 18,000.00 | 18,000.00 |
| 30 | 467-6358 | SET (TY II) (18 IN) (RCP) (4: 1) (C) | 2 | EA | 1,300.00 | 2,600.00 | 2,450.00 | 4,900.00 | 2,500.00 | 5,000.00 |
| 31 | 467-6363 | SET (TY II) (18 IN) (RCP) (6: 1) (P) | 4 | EA | 1,250.00 | 5,000.00 | 3,070.00 | 12,280.00 | 2,600.00 | 10,400.00 |
| 32 | 467-6395 | SET (TY II) (24 IN) (RCP) (6: 1) (P) | 10 | EA | 1,750.00 | 17,500.00 | 3,560.00 | 35,600.00 | 3,000.00 | 30,000.00 |
| 33 | 496-6007 | REMOV STR (PIPE) | 84 | LF | 25.00 | 2,100.00 | 32.90 | 2,763.60 | 40.00 | 3,360.00 |
| 34 | 500-6001 | MOBILIZATION | 1 | LS | 411,681.69 | 411,681.69 | 480,000.00 | 480,000.00 | 155,000.80 | 155,000.80 |
| 35 | 502-6001 | BARRICADES, SIGNS AND TRAFFIC HANDLING | 10 | MO | 10,000.00 | 100,000.00 | 3,910.00 | 39,100.00 | 2,600.00 | 26,000.00 |
| 36 | 506-6001 | ROCK FILTER DAMS (INSTALL) (TY 1) | 154 | LF | 50.00 | 7,700.00 | 24.30 | 3,742.20 | 30.00 | 4,620.00 |
| 37 | 506-6002 | ROCK FILTER DAMS (INSTALL) (TY 2) | 100 | LF | 35.00 | 3,500.00 | 40.50 | 4,050.00 | 32.00 | 3,200.00 |
| 38 | 506-6011 | ROCK FILTER DAMS (REMOVE) | 110 | LF | 12.00 | 1,320.00 | 21.60 | 2,376.00 | 5.00 | 550.00 |
| 39 | 506-6020 | CONSTRUCTION EXITS (INSTALL) (TY 1) | 466 | SY | 30.00 | 13,980.00 | 18.90 | 8,807.40 | 17.00 | 7,922.00 |
| 40 | 506-6024 | CONSTRUCTION EXITS (REMOVE) | 466 | SY | 11.00 | 5,126.00 | 14.55 | 6,780.30 | 1.00 | 466.00 |
| 41 | 506-6038 | TEMP SEDMT CONT FENCE (INSTALL) | 5,168 | LF | 3.50 | 18,088.00 | 3.80 | 19,638.40 | 4.00 | 20,672.00 |
| 42 | 506-6039 | TEMP SEDMT CONT FENCE (REMOVE) | 5,168 | LF | 1.00 | 5,168.00 | 0.55 | 2,842.40 | 0.50 | 2,584.00 |
| 43 | 529-6008 | CONC CURB & GUTTER (TY II) | 2,017 | LF | 25.00 | 50,425.00 | 21.15 | 42,659.55 | 19.00 | 38,323.00 |
| 44 | 530-6005 | DRIVEWAYS (ACP) | 1,594 | SY | 80.00 | 127,520.00 | 76.20 | 121,462.80 | 77.00 | 122,738.00 |
| 45 | 552-6003 | WIRE FENCE (TY C) | 1,000 | LF | 17.00 | 17,000.00 | 11.30 | 11,300.00 | 12.00 | 12,000.00 |
| 46 | 560-6001 | MAILBOX INSTALL-S (TWG-POST) TY 1 | 3 | EA | 275.00 | 825.00 | 420.00 | 1,260.00 | 320.00 | 960.00 |
| 47 | 644-6001 | IN SM RD SN SUP&AM TY10BWG(1)SA(P) | 15 | EA | 700.00 | 10,500.00 | 670.00 | 10,050.00 | 1,000.00 | 15,000.00 |
| 48 | 644-6004 | IN SM RD SN SUP&AM TY10BWG(1)SA(T) | 4 | EA | 850.00 | 3,400.00 | 810.00 | 3,240.00 | 1,050.00 | 4,200.00 |
| 49 | 644-6007 | IN SM RD SN SUP&AM TY10BWG(1)SA(U) | 1 | EA | 1,100.00 | 1,100.00 | 1,000.00 | 1,000.00 | 1,200.00 | 1,200.00 |
| 50 | 644-6031 | IN SM RD SN SUP&AM TYS80(1)SA(T-2EXT) | 1 | EA | 1,400.00 | 1,400.00 | 1,820.00 | 1,820.00 | 1,500.00 | 1,500.00 |
| 51 | 658-6048 | INSTL OM ASSM (OM-2Z)(FLX)GND | 24 | EA | 74.00 | 1,776.00 | 97.20 | 2,332.80 | 260.00 | 6,240.00 |
| 52 | 658-6053 | INSTL OM ASSM (OM-3L)(TWT)GND | 2 | EA | 400.00 | 800.00 | 400.00 | 800.00 | 350.00 | 700.00 |
| 53 | 658-6057 | INSTL OM ASSM (OM-3R)(TWT)GND | 2 | EA | 375.00 | 750.00 | 400.00 | 800.00 | 350.00 | 700.00 |
| 54 | 666-6035 | REFL PAV MRK TY I (W)8"(SLD)(090MIL) | 172 | LF | 1.50 | 258.00 | 1.25 | 215.00 | 4.00 | 688.00 |
| 55 | 666-6047 | REFL PAV MRK TY I (W)24"(SLD)(090MIL) | 65 | LF | 8.00 | 520.00 | 13.50 | 877.50 | 25.00 | 1,625.00 |
| 56 | 666-6053 | REFL PAV MRK TY I (W)(ARROW)(090MIL) | 4 | EA | 190.00 | 760.00 | 137.00 | 548.00 | 200.00 | 800.00 |
| 57 | 666-6077 | REFL PAV MRK TY I (W)(WORD)(090MIL) | 4 | EA | 250.00 | 1,000.00 | 200.00 | 800.00 | 260.00 | 1,040.00 |
| 58 | 666-6167 | REFL PAV MRK TY II (W) 4" (BRK) | 2,400 | LF | 0.33 | 792.00 | 0.35 | 840.00 | 0.50 | 1,200.00 |
| 59 | 666-6170 | REFL PAV MRK TY II (W) 4" (SLD) | 10,100 | LF | 0.25 | 2,525.00 | 0.35 | 3,535.00 | 0.50 | 5,050.00 |
| 60 | 666-6178 | REFL PAV MRK TY II (W) 8" (SLD) | 172 | LF | 0.70 | 120.40 | 0.70 | 120.40 | 1.60 | 275.20 |
| 61 | 666-6182 | REFL PAV MRK TY II (W) 24" (SLD) | 65 | LF | 5.00 | 325.00 | 6.75 | 438.75 | 12.00 | 780.00 |
| 62 | 666-6184 | REFL PAV MRK TY II (W) (ARROW) | 4 | EA | 120.00 | 480.00 | 93.90 | 375.60 | 110.00 | 440.00 |
| 63 | 666-6192 | REFL PAV MRK TY II (W) (WORD) | 4 | EA | 175.00 | 700.00 | 106.00 | 424.00 | 160.00 | 640.00 |
| 64 | 666-6207 | REFL PAV MRK TY II (Y) 4" (SLD) | 10,100 | LF | 0.25 | 2,525.00 | 0.35 | 3,535.00 | 1.00 | 10,100.00 |
| 65 | 666-6299 | RE PM W/RET REQ TY I (W)4"(BRK)(090MIL) | 2,400 | LF | 0.60 | 1,440.00 | 0.65 | 1,560.00 | 1.00 | 2,400.00 |
| 66 | 666-6302 | RE PM W/RET REQ TY I (W)4"(SLD)(090MIL) | 10,100 | LF | 0.50 | 5,050.00 | 0.65 | 6,565.00 | 1.00 | 10,100.00 |
| 67 | 666-6314 | RE PM W/RET REQ TY I (Y)4"(SLD)(090MIL) | 10,100 | LF | 0.60 | 6,060.00 | 0.65 | 6,565.00 | 1.00 | 10,100.00 |
| 68 | 672-6007 | REFL PAV MRKR TY I-C | 115 | EA | 4.50 | 517.50 | 5.65 | 649.75 | 8.00 | 920.00 |
| 69 | 672-6009 | REFL PAV MRKR TY II-A-A | 149 | EA | 4.00 | 596.00 | 5.65 | 841.85 | 8.00 | 1,192.00 |
| 70 | 672-6010 | REFL PAV MRKR TY II-C-R | 28 | EA | 5.75 | 161.00 | 5.65 | 158.20 | 8.00 | 224.00 |
| 71 | 730-6107 | FULL - WIDTH MOWING | 2 | CYC | 5,000.00 | 10,000.00 | 2,890.00 | 5,780.00 | 1,100.00 | 2,200.00 |
| 72 | 3076-6001 | D-GR HMA TY-B PG64-22 | 7,500 | TON | 105.00 | 787,500.00 | 104.00 | 780,000.00 | 125.00 | 937,500.00 |
| 73 | 3076-6042 | D-GR HMA TY-D SAC-B PG70-22 | 3,500 | TON | 125.00 | 437,500.00 | 140.00 | 490,000.00 | 155.00 | 542,500.00 |
| 74 | 3076-6066 | TACK COAT | 3,100 | GAL | 3.00 | 9,300.00 | 5.55 | 17,205.00 | 7.00 | 21,700.00 |
| 75 | 6001-6001 | PORTABLE CHANGEABLE MESSAGE SIGN | 14 | DAY | 137.00 | 1,918.00 | 280.00 | 3,920.00 | 960.00 | 13,440.00 |
| **NON-BID ITEMS TO BE INCLUDED IN BID AND CONTRACT AMOUNT. DO NOT MAKE CHANGES TO THIS SECTION.** | | | | | | | | | | |
| 76 | 585-WC01 | FORCE ACCOUNT - ESTIMATED RIDE QUALITY BONUS/PENALTY | 15,000 | DOL | 1.00 | 15,000.00 | 1.00 | 15,000.00 | 1.00 | $15,000.00 |
| 77 | 999-WC01 | FORCE ACCOUNT | 25,000 | DOL | 1.00 | 25,000.00 | 1.00 | 25,000.00 | 1.00 | $25,000.00 |
| 78 | 3076-WC01 | FORCE ACCOUNT - ESTIMATED PLACEMENT AND PRODUCTION BONUS/PENALTY (TY B) | 60,000 | DOL | 1.00 | 60,000.00 | 1.00 | 60,000.00 | 1.00 | $60,000.00 |
| 79 | 3076-WC02 | FORCE ACCOUNT - ESTIMATED PLACEMENT AND PRODUCTION BONUS/PENALTY (TY D SURFACE) | 35,000 | DOL | 1.00 | 35,000.00 | 1.00 | 35,000.00 | 1.00 | $35,000.00 |
| | | TOTAL COST ADJUSTED FOR CORRECTNESS | | | | **$ 5,557,702.84** | | **$ 5,139,487.45** | | **$ 5,222,814.00** |
| | | ACTUAL BID PROPOSAL | | | | | | $5,139,487.45 | | $5,222,814.00 |
| | | ADJUSTMENT DIFFERENCE | | | | | | $0.00 | | $0.00 |
| | | Acknowledgement of Addendum | | | | | | Y | | Y |
| | | Bidder References (Minimum of Three) | | | | | | Y | | Y |
| | | Conflict of Interest Questionnaire | | | | | | Y | | Y |

| BID ITEM | Patin Construction UNIT COST | Patin Construction AMOUNT BID | Chasco Constructors UNIT COST | Chasco Constructors AMOUNT BID | James Construction Group, LLC UNIT COST | James Construction Group, LLC AMOUNT BID | Jordan Foster Construction, LLC UNIT COST | Jordan Foster Construction, LLC AMOUNT BID |
|---|---|---|---|---|---|---|---|---|
| 1 | 1,250.00 | 62,187.50 | $1,500.00 | 74,625.00 | 11,150.00 | 554,712.50 | 2,400.00 | 119,400.00 |
| 2 | 15.00 | 1,395.00 | 25.00 | 2,325.00 | 27.48 | 2,555.64 | 28.00 | 2,604.00 |
| 3 | 500.00 | 12,700.00 | 600.00 | 15,240.00 | 2,925.00 | 74,295.00 | 465.00 | 11,811.00 |
| 4 | 18.00 | 307,800.00 | 16.00 | 273,600.00 | 4.91 | 83,961.00 | 45.00 | 769,500.00 |
| 5 | 25.00 | 480,000.00 | 43.00 | 825,600.00 | 29.20 | 560,640.00 | 9.00 | 172,800.00 |
| 6 | 3.00 | 98,514.00 | 1.00 | 32,838.00 | 0.98 | 32,181.24 | 1.65 | 54,182.70 |
| 7 | 6.00 | 49,260.00 | 4.25 | 34,892.50 | 3.80 | 31,198.00 | 2.80 | 22,988.00 |
| 8 | 5.00 | 41,050.00 | 5.00 | 41,050.00 | 4.50 | 36,945.00 | 1.75 | 14,367.50 |
| 9 | 1.00 | 16,419.00 | 0.35 | 5,746.65 | 0.35 | 5,746.65 | 0.37 | 6,075.03 |
| 10 | 1.00 | 49,257.00 | 0.30 | 14,777.10 | 0.30 | 14,777.10 | 0.35 | 17,239.95 |
| 11 | 1,250.00 | 2,562.50 | 2,300.00 | 4,715.00 | 2,276.00 | 4,665.80 | 2,400.00 | 4,920.00 |
| 12 | 15.00 | 14,775.00 | 20.00 | 19,700.00 | 39.98 | 39,380.30 | 32.00 | 31,520.00 |
| 13 | 2.00 | 53,290.00 | 1.60 | 42,632.00 | 1.50 | 39,967.50 | 2.00 | 53,290.00 |
| 14 | 53.00 | 1,017,600.00 | 52.00 | 998,400.00 | 49.50 | 950,400.00 | 52.00 | 998,400.00 |
| 15 | 240.00 | 345,600.00 | 235.00 | 338,400.00 | 220.72 | 317,836.80 | 201.00 | 289,440.00 |
| 16 | 8.00 | 348,800.00 | 3.50 | 152,600.00 | 4.08 | 177,888.00 | 5.50 | 239,800.00 |
| 17 | 5.50 | 47,201.00 | 4.50 | 38,619.00 | 4.30 | 36,902.60 | 4.30 | 36,902.60 |
| 18 | 210.00 | 56,700.00 | 180.00 | 48,600.00 | 172.85 | 46,669.50 | 185.00 | 49,950.00 |
| 19 | 5.50 | 75,520.50 | 4.50 | 61,789.50 | 4.30 | 59,043.30 | 4.50 | 61,789.50 |
| 20 | 360.00 | 4,320.00 | 250.00 | 3,000.00 | 264.17 | 3,170.04 | 375.00 | 4,500.00 |
| 21 | 500.00 | 5,600.00 | 900.00 | 10,080.00 | 1,037.12 | 11,615.74 | 800.00 | 8,960.00 |
| 22 | 250.00 | 4,075.00 | 280.00 | 4,564.00 | 194.81 | 3,175.40 | 650.00 | 10,595.00 |
| 23 | 250.00 | 25,500.00 | 355.00 | 36,210.00 | 400.00 | 40,800.00 | 410.00 | 41,820.00 |
| 24 | 350.00 | 66,500.00 | 385.00 | 73,150.00 | 425.00 | 80,750.00 | 480.00 | 91,200.00 |
| 25 | 75.00 | 3,600.00 | 80.00 | 3,840.00 | 125.00 | 6,000.00 | 110.00 | 5,280.00 |
| 26 | 100.00 | 12,500.00 | 100.00 | 12,500.00 | 160.00 | 20,000.00 | 210.00 | 26,250.00 |
| 27 | 85.00 | 10,880.00 | 90.00 | 11,520.00 | 125.00 | 16,000.00 | 142.00 | 18,176.00 |
| 28 | 7,500.00 | 22,500.00 | 13,000.00 | 39,000.00 | 15,000.00 | 45,000.00 | 5,300.00 | 15,900.00 |
| 29 | 10,000.00 | 10,000.00 | 14,312.00 | 14,312.00 | 15,000.00 | 15,000.00 | 5,300.00 | 5,300.00 |
| 30 | 2,500.00 | 5,000.00 | 2,000.00 | 4,000.00 | 2,000.00 | 4,000.00 | 2,100.00 | 4,200.00 |
| 31 | 3,500.00 | 14,000.00 | 2,300.00 | 9,200.00 | 2,500.00 | 10,000.00 | 2,100.00 | 8,400.00 |
| 32 | 4,500.00 | 45,000.00 | 3,700.00 | 37,000.00 | 3,500.00 | 35,000.00 | 2,900.00 | 29,000.00 |
| 33 | 40.00 | 3,360.00 | 40.00 | 3,360.00 | 49.98 | 4,198.32 | 21.00 | 1,764.00 |
| 34 | 50,000.00 | 50,000.00 | 356,000.00 | 356,000.00 | 560,000.00 | 560,000.00 | 485,000.00 | 485,000.00 |
| 35 | 1,500.00 | 15,000.00 | 2,500.00 | 25,000.00 | 4,500.00 | 45,000.00 | 4,100.00 | 41,000.00 |
| 36 | 40.00 | 6,160.00 | 30.00 | 4,620.00 | 23.84 | 3,671.36 | 40.00 | 6,160.00 |
| 37 | 30.00 | 3,000.00 | 40.00 | 4,000.00 | 35.11 | 3,511.00 | 42.00 | 4,200.00 |
| 38 | 15.00 | 1,650.00 | 20.00 | 2,200.00 | 20.00 | 2,200.00 | 12.00 | 1,320.00 |
| 39 | 15.00 | 6,990.00 | 20.00 | 9,320.00 | 18.00 | 8,388.00 | 10.00 | 4,660.00 |
| 40 | 10.00 | 4,660.00 | 12.50 | 5,825.00 | 12.50 | 5,825.00 | 6.00 | 2,796.00 |
| 41 | 3.00 | 15,504.00 | 5.00 | 25,840.00 | 4.00 | 20,672.00 | 3.30 | 17,054.40 |
| 42 | 1.00 | 5,168.00 | 1.00 | 5,168.00 | 1.00 | 5,168.00 | 1.20 | 6,201.60 |
| 43 | 15.00 | 30,255.00 | 22.00 | 44,374.00 | 22.28 | 44,938.76 | 17.00 | 34,289.00 |
| 44 | 50.00 | 79,700.00 | 55.00 | 87,670.00 | 84.29 | 134,358.26 | 67.00 | 106,798.00 |
| 45 | 15.00 | 15,000.00 | 11.00 | 11,000.00 | 10.75 | 10,750.00 | 11.00 | 11,000.00 |
| 46 | 350.00 | 1,050.00 | 425.00 | 1,275.00 | 150.00 | 450.00 | 415.00 | 1,245.00 |
| 47 | 1,050.00 | 15,750.00 | 800.00 | 12,000.00 | 480.00 | 7,200.00 | 645.00 | 9,675.00 |
| 48 | 1,250.00 | 5,000.00 | 1,120.00 | 4,480.00 | 560.00 | 2,240.00 | 765.00 | 3,060.00 |
| 49 | 1,300.00 | 1,300.00 | 1,350.00 | 1,350.00 | 800.00 | 800.00 | 950.00 | 950.00 |
| 50 | 1,500.00 | 1,500.00 | 2,350.00 | 2,350.00 | 45.00 | 45.00 | 1,700.00 | 1,700.00 |
| 51 | 300.00 | 7,200.00 | 52.00 | 1,248.00 | 44.00 | 1,056.00 | 95.00 | 2,280.00 |
| 52 | 400.00 | 800.00 | 430.00 | 860.00 | 350.00 | 700.00 | 395.00 | 790.00 |
| 53 | 400.00 | 800.00 | 430.00 | 860.00 | 350.00 | 700.00 | 395.00 | 790.00 |
| 54 | 4.00 | 688.00 | 5.50 | 946.00 | 5.00 | 860.00 | 1.25 | 215.00 |
| 55 | 30.00 | 1,950.00 | 12.00 | 780.00 | 11.00 | 715.00 | 13.00 | 845.00 |
| 56 | 250.00 | 1,000.00 | 540.00 | 2,160.00 | 515.00 | 2,060.00 | 135.00 | 540.00 |
| 57 | 300.00 | 1,200.00 | 540.00 | 2,160.00 | 520.00 | 2,080.00 | 200.00 | 800.00 |
| 58 | 1.00 | 2,400.00 | 0.50 | 1,200.00 | 0.25 | 600.00 | 0.34 | 816.00 |
| 59 | 1.00 | 10,100.00 | 0.25 | 2,525.00 | 0.20 | 2,020.00 | 0.34 | 3,434.00 |
| 60 | 2.00 | 344.00 | 1.25 | 215.00 | 1.00 | 172.00 | 0.68 | 116.96 |
| 61 | 15.00 | 975.00 | 3.25 | 211.25 | 3.00 | 195.00 | 6.65 | 432.25 |
| 62 | 150.00 | 600.00 | 105.00 | 420.00 | 100.00 | 400.00 | 92.00 | 368.00 |
| 63 | 200.00 | 800.00 | 110.00 | 440.00 | 100.00 | 400.00 | 105.00 | 420.00 |
| 64 | 1.00 | 10,100.00 | 0.25 | 2,525.00 | 0.20 | 2,020.00 | 0.34 | 3,434.00 |
| 65 | 1.50 | 3,600.00 | 0.50 | 1,200.00 | 0.40 | 960.00 | 0.65 | 1,560.00 |
| 66 | 1.50 | 15,150.00 | 0.50 | 5,050.00 | 0.40 | 4,040.00 | 0.65 | 6,565.00 |
| 67 | 1.50 | 15,150.00 | 0.50 | 5,050.00 | 0.40 | 4,040.00 | 0.65 | 6,565.00 |
| 68 | 10.00 | 1,150.00 | 4.25 | 488.75 | 4.00 | 460.00 | 5.50 | 632.50 |
| 69 | 10.00 | 1,490.00 | 4.25 | 633.25 | 4.00 | 596.00 | 5.50 | 819.50 |
| 70 | 10.00 | 280.00 | 4.25 | 119.00 | 4.00 | 112.00 | 5.50 | 154.00 |
| 71 | 5,000.00 | 10,000.00 | 1,550.00 | 3,100.00 | 1,539.24 | 3,078.48 | 1,275.00 | 2,550.00 |
| 72 | 117.00 | 877,500.00 | 110.00 | 825,000.00 | 97.85 | 733,875.00 | 124.00 | 930,000.00 |
| 73 | 159.00 | 556,500.00 | 140.00 | 490,000.00 | 132.60 | 464,100.00 | 152.00 | 532,000.00 |
| 74 | 7.00 | 21,700.00 | 5.50 | 17,050.00 | 5.25 | 16,275.00 | 6.00 | 18,600.00 |
| 75 | 500.00 | 7,000.00 | 350.00 | 4,900.00 | 219.62 | 3,074.68 | 400.00 | 5,600.00 |
| 76 | 1.00 | 15,000.00 | 1.00 | 15,000.00 | 1.00 | 15,000.00 | 1.00 | 15,000.00 |
| 77 | 1.00 | 25,000.00 | 1.00 | 25,000.00 | 1.00 | 25,000.00 | 1.00 | 25,000.00 |
| 78 | 1.00 | 60,000.00 | 1.00 | 60,000.00 | 1.00 | 60,000.00 | 1.00 | 60,000.00 |
| 79 | 1.00 | 35,000.00 | 1.00 | 35,000.00 | 1.00 | 35,000.00 | 1.00 | 35,000.00 |
| TOTAL COST ADJUSTED FOR CORRECTNESS | | **$ 5,254,630.50** | | **$ 5,394,499.00** | | **$5,599,281.98** | | **$ 5,620,761.49** |
| ACTUAL BID PROPOSAL | | $5,254,630.50 | | $5,394,499.00 | | **$5,599,281.97** | | $5,620,761.49 |
| ADJUSTMENT DIFFERENCE | | $0.00 | | $0.00 | | ($0.01) | | $0.00 |
| Acknowledgement of Addendum | | Y | | Y | | Y | | Y |
| Bidder References (Minimum of Three) | | Y | | Y | | Y | | Y |
| Conflict of Interest Questionnaire | | Y | | Y | | Y | | Y |

| BID ITEM | Austin Bridge & Road, L.P. UNIT COST | Austin Bridge & Road, L.P. AMOUNT BID | Joe Bland Constructors, L.P. UNIT COST | Joe Bland Constructors, L.P. AMOUNT BID | DeNucci Constructors, LLC UNIT COST | DeNucci Constructors, LLC AMOUNT BID |
|---|---|---|---|---|---|---|
| 1 | 2,500.00 | 124,375.00 | 536.00 | 26,666.00 | 3,800.00 | 189,050.00 |
| 2 | 23.00 | 2,139.00 | 19.25 | 1,790.25 | 45.00 | 4,185.00 |
| 3 | 143.06 | 3,633.72 | 1,621.00 | 41,173.40 | 6,500.00 | 165,100.00 |
| 4 | 17.87 | 305,577.00 | 18.50 | 316,350.00 | 18.00 | 307,800.00 |
| 5 | 39.50 | 758,400.00 | 46.00 | 883,200.00 | 18.00 | 345,600.00 |
| 6 | 5.89 | 193,415.82 | 1.50 | 49,257.00 | 8.00 | 262,704.00 |
| 7 | 2.97 | 24,383.70 | 8.00 | 65,680.00 | 6.00 | 49,260.00 |
| 8 | 3.85 | 31,608.50 | 5.50 | 45,155.00 | 7.00 | 57,470.00 |
| 9 | 0.35 | 5,746.65 | 0.83 | 13,627.77 | 1.50 | 24,628.50 |
| 10 | 0.30 | 14,777.10 | 1.00 | 49,257.00 | 2.00 | 98,514.00 |
| 11 | 2,275.81 | 4,665.41 | 3,149.00 | 6,455.45 | 2,400.00 | 4,920.00 |
| 12 | 38.70 | 38,119.50 | 27.50 | 27,087.50 | 35.00 | 34,475.00 |
| 13 | 1.50 | 39,967.50 | 1.50 | 39,967.50 | 4.00 | 106,580.00 |
| 14 | 51.50 | 988,800.00 | 65.50 | 1,257,600.00 | 77.00 | 1,478,400.00 |
| 15 | 220.00 | 316,800.00 | 241.00 | 347,040.00 | 285.00 | 410,400.00 |
| 16 | 5.76 | 251,136.00 | 8.00 | 348,800.00 | 9.00 | 392,400.00 |
| 17 | 4.08 | 35,014.56 | 4.75 | 40,764.50 | 6.00 | 51,492.00 |
| 18 | 57.40 | 15,498.00 | 190.95 | 51,556.50 | 420.00 | 113,400.00 |
| 19 | 5.00 | 68,655.00 | 4.75 | 65,222.25 | 8.00 | 109,848.00 |
| 20 | 374.00 | 4,488.00 | 199.00 | 2,388.00 | 460.00 | 5,520.00 |
| 21 | 655.58 | 7,342.50 | 680.00 | 7,616.00 | 500.00 | 5,600.00 |
| 22 | 292.25 | 4,763.68 | 221.00 | 3,602.30 | 220.00 | 3,586.00 |
| 23 | 500.00 | 51,000.00 | 418.68 | 42,705.36 | 350.00 | 35,700.00 |
| 24 | 525.00 | 99,750.00 | 436.00 | 82,840.00 | 400.00 | 76,000.00 |
| 25 | 115.87 | 5,561.76 | 70.00 | 3,360.00 | 65.00 | 3,120.00 |
| 26 | 211.51 | 26,438.75 | 98.00 | 12,250.00 | 87.00 | 10,875.00 |
| 27 | 150.83 | 19,306.24 | 86.00 | 11,008.00 | 108.00 | 13,824.00 |
| 28 | 5,500.00 | 16,500.00 | 11,078.00 | 33,234.00 | 15,000.00 | 45,000.00 |
| 29 | 5,500.00 | 5,500.00 | 11,100.00 | 11,100.00 | 23,000.00 | 23,000.00 |
| 30 | 1,990.00 | 3,980.00 | 986.00 | 1,972.00 | 2,400.00 | 4,800.00 |
| 31 | 2,054.48 | 8,217.92 | 1,212.00 | 4,848.00 | 2,400.00 | 9,600.00 |
| 32 | 2,699.00 | 26,990.00 | 4,552.00 | 45,520.00 | 2,400.00 | 24,000.00 |
| 33 | 27.35 | 2,297.40 | 24.00 | 2,016.00 | 55.00 | 4,620.00 |
| 34 | 579,153.62 | 579,153.62 | 105,000.69 | 105,000.69 | 200,000.00 | 200,000.00 |
| 35 | 955.00 | 9,550.00 | 4,311.00 | 43,110.00 | 4,500.00 | 45,000.00 |
| 36 | 23.84 | 3,671.36 | 28.00 | 4,312.00 | 45.00 | 6,930.00 |
| 37 | 35.10 | 3,510.00 | 31.00 | 3,100.00 | 55.00 | 5,500.00 |
| 38 | 20.00 | 2,200.00 | 14.00 | 1,540.00 | 20.00 | 2,200.00 |
| 39 | 18.00 | 8,388.00 | 22.00 | 10,252.00 | 22.00 | 10,252.00 |
| 40 | 12.50 | 5,825.00 | 12.00 | 5,592.00 | 4.00 | 1,864.00 |
| 41 | 4.00 | 20,672.00 | 3.50 | 18,088.00 | 4.00 | 20,672.00 |
| 42 | 1.00 | 5,168.00 | 1.00 | 5,168.00 | 1.00 | 5,168.00 |
| 43 | 18.00 | 36,306.00 | 19.00 | 38,323.00 | 42.00 | 84,714.00 |
| 44 | 69.50 | 110,783.00 | 43.75 | 69,737.50 | 72.00 | 114,768.00 |
| 45 | 20.00 | 20,000.00 | 11.50 | 11,500.00 | 55.00 | 55,000.00 |
| 46 | 400.00 | 1,200.00 | 303.76 | 911.28 | 250.00 | 750.00 |
| 47 | 765.87 | 11,488.05 | 966.61 | 14,499.15 | 650.00 | 9,750.00 |
| 48 | 1,080.33 | 4,321.32 | 1,132.32 | 4,529.28 | 650.00 | 2,600.00 |
| 49 | 1,307.43 | 1,307.43 | 1,215.17 | 1,215.17 | 650.00 | 650.00 |
| 50 | 2,244.01 | 2,244.01 | 1,601.81 | 1,601.81 | 650.00 | 650.00 |
| 51 | 50.36 | 1,208.64 | 281.70 | 6,760.80 | 650.00 | 15,600.00 |
| 52 | 417.77 | 835.54 | 359.03 | 718.06 | 650.00 | 1,300.00 |
| 53 | 417.77 | 835.54 | 359.03 | 718.06 | 650.00 | 1,300.00 |
| 54 | 5.00 | 860.00 | 5.52 | 949.44 | 9.00 | 1,548.00 |
| 55 | 11.00 | 715.00 | 12.15 | 789.75 | 26.00 | 1,690.00 |
| 56 | 515.00 | 2,060.00 | 568.92 | 2,275.68 | 650.00 | 2,600.00 |
| 57 | 520.00 | 2,080.00 | 574.45 | 2,297.80 | 650.00 | 2,600.00 |
| 58 | 0.25 | 600.00 | 0.28 | 672.00 | 3.00 | 7,200.00 |
| 59 | 0.20 | 2,020.00 | 0.22 | 2,222.00 | 3.00 | 30,300.00 |
| 60 | 1.00 | 172.00 | 1.10 | 189.20 | 9.00 | 1,548.00 |
| 61 | 3.00 | 195.00 | 3.31 | 215.15 | 36.00 | 2,340.00 |
| 62 | 100.00 | 400.00 | 110.47 | 441.88 | 700.00 | 2,800.00 |
| 63 | 100.00 | 400.00 | 110.47 | 441.88 | 700.00 | 2,800.00 |
| 64 | 0.20 | 2,020.00 | 0.22 | 2,222.00 | 3.00 | 30,300.00 |
| 65 | 0.40 | 960.00 | 0.44 | 1,056.00 | 3.00 | 7,200.00 |
| 66 | 0.40 | 4,040.00 | 0.44 | 4,444.00 | 3.00 | 30,300.00 |
| 67 | 0.40 | 4,040.00 | 0.44 | 4,444.00 | 3.00 | 30,300.00 |
| 68 | 4.00 | 460.00 | 4.42 | 508.30 | 85.00 | 9,775.00 |
| 69 | 4.00 | 596.00 | 4.42 | 658.58 | 85.00 | 12,665.00 |
| 70 | 4.00 | 112.00 | 4.42 | 123.76 | 85.00 | 2,380.00 |
| 71 | 3,000.00 | 6,000.00 | 4,640.00 | 9,280.00 | 6,500.00 | 13,000.00 |
| 72 | 110.00 | 825,000.00 | 108.09 | 810,675.00 | 132.00 | 990,000.00 |
| 73 | 131.00 | 458,500.00 | 146.48 | 512,680.00 | 161.00 | 563,500.00 |
| 74 | 2.90 | 8,990.00 | 5.80 | 17,980.00 | 7.00 | 21,700.00 |
| 75 | 200.00 | 2,800.00 | 386.00 | 5,404.00 | 850.00 | 11,900.00 |
| 76 | 1.00 | 15,000.00 | 1.00 | 15,000.00 | 1.00 | 15,000.00 |
| 77 | 1.00 | 25,000.00 | 1.00 | 25,000.00 | 1.00 | 25,000.00 |
| 78 | 1.00 | 60,000.00 | 1.00 | 60,000.00 | 1.00 | 60,000.00 |
| 79 | 1.00 | 35,000.00 | 1.00 | 35,000.00 | 1.00 | 35,000.00 |
| TOTAL COST ADJUSTED FOR CORRECTNESS | | **$5,791,536.22** | | **$ 5,802,757.00** | | **$6,969,585.50** |
| ACTUAL BID PROPOSAL | | **$5,791,536.22** | | $5,802,757.00 | | **$6,969,585.50** |
| ADJUSTMENT DIFFERENCE | | $0.00 | | $0.00 | | $0.00 |
| Acknowledgement of Addendum | | Y | | N | | Y |
| Bidder References (Minimum of Three) | | Y | | Y | | Y |
| Conflict of Interest Questionnaire | | Y | | Y | | Y |

February 17, 2023

Kim Scherer, P.E.
Project Coordinator
HNTB Corporation
101 East Old Settlers Boulevard
Round Rock, Texas 78664

4801 Southwest Parkway,
Parkway 2, Suite 150
Austin TX 78735
T +1 512 328 5771

Dear Ms. Scherer,

## Re: 23IFB33 CR 404 Realignment

On February 15, 2023, contractors' bids were submitted and opened for the CR 404 Realignment project. We have reviewed the bids and a summary of contractor bid amount is as follows:

| Bidder | Bid Amount | Rank |
|---|---|---|
| Capital Excavation Co | $5,139,487.45 | 1 |
| Cash Construction Co., Inc. | $5,222,814.00 | 2 |
| Patin Construction LLC | $5,254,630.50 | 3 |
| Chasco Constructors | $5,394,499.00 | 4 |
| James Construction Group, LLC | $5,599,281.98 | 5 |
| Jordan Foster Construction LLC | $5,620,761.49 | 6 |
| Austin Bridge & Road, LP | $5,791,536.22 | 7 |
| Joe Bland Construction LP | $5,802,757.00 | 8 |
| DeNucci Constructors, LLC | $6,969,585.50 | 9 |

A detailed bid analysis and comparison is attached for your records. The bids range from 7.5% under to 25.4% over the Engineer's Estimate. There were no errors detected, mathematical or otherwise, that would require disqualification of any of the bidders. The Capital Excavation Co. submitted the lowest bid in the amount of $5,139,487.45.

Based on the low bid amount, we recommend that Capital Excavation Co. be awarded the contract. Let us know if you have any questions.

Yours sincerely,
for RPS Infrastructure, Inc

**David Jones, PE**
Senior Project Engineer
David.Jones@rpsgroup.com +1 512 579 3314

Attachment: Bid Tabulation Analysis

**Commissioners Court - Regular Session** **61.**

**Meeting Date:** 02/28/2023

CR 111 Agreed Final Judgment

**Submitted For:** Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

**Department:** Road Bond

**Agenda Category:** Regular Agenda Items

## Information

**Agenda Item**

Discuss, consider and take appropriate action on an Agreed Final Judgment with Myra L. Valenta n/k/a Myra L. Page for 2.235 acres of right of way and 11,329 SF of waterline easement acquired on the CR 111 project (Parcel 19.2). Funding Source: Road Bonds P292

**Background**

## Fiscal Impact

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

## Attachments

Judgment

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Becky Pruitt | 02/23/2023 06:20 PM |
| Form Started By: Charlie Crossfield | | Started On: 02/22/2023 02:12 PM |
| Final Approval Date: 02/23/2023 | | |

CAUSE NO. 21-1020-CC2

| | | |
|---|---|---|
| WILLIAMSON COUNTY, TEXAS<br>**Condemnor** | § | IN THE COUNTY COURT |
| V. | § | |
| MYRA L. VALENTA a/k/a MYRA VALENTA n/k/a MYRA L. PAGE, and EXTRACO BANKS, NATIONAL ASSOCIATION, f/k/a EXTRACO MORTGAGE CORPORATION | § | AT LAW NO. 2 |
| **Condemnees** | § | WILLIAMSON COUNTY, TEXAS |

**AGREED FINAL JUDGMENT**

The parties to this lawsuit have agreed to compromise and settle the issues in this lawsuit and request the entry of this Agreed Final Judgment by the Court. It appears to the Court that it has jurisdiction of this matter, and that the parties have agreed to all of the provisions contained within this Agreed Final Judgment and desire to resolve this lawsuit,

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that fee title in and to approximately 2.235 acres (Parcel 19.2) of land in Williamson County, Texas, said property being more particularly described by metes and bounds in Exhibit "A" attached hereto and incorporated herein for all purposes, a waterline easement in and to approximately 11,329 square feet (Parcel 19.2-WE) of land in Williamson County, Texas, said property being more particularly described by metes and bounds in Exhibit "B" attached hereto and incorporated herein for all purposes, and additional rights or encumbrances as further described in Plaintiff's Original Petition, filed among the papers of this cause on or about July 1, 2021; 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 or egress from the

surface of said real property for the purpose of exploring, developing, or mining of the same, be vested in **WILLIAMSON COUNTY, TEXAS**, and its assigns for the purpose of constructing, reconstructing, realigning, widening and/or maintaining improvements to CR111, and to perform associated public use and purposes.

It is further ORDERED that in complete satisfaction of any and all claims which have been made or which could have been made in this litigation, including both the property to be acquired and any damages to any remaining property of Myra L. Valenta, et. al ("CONDEMNEES"), that Condemnees shall recover from Condemnor the total sum of FOUR HUNDRED FIFTY-NINE THOUSAND SEVEN HUNDRED SEVENTEEN AND 00/100 DOLLARS ($459,717.00). The parties agree THREE HUNDRED TWENTY-FIVE THOUSAND FIVE HUNDRED THIRTY AND 00/100 DOLLARS ($325,530.00) was previously deposited within the registry of this Court, leaving a balance due of ONE HUNDRED THIRTY-FOUR THOUSAND ONE HUNDRED EIGHTY-SEVEN AND 00/100 DOLLARS ($134,187.00), and the remaining balance must be paid by April 15, 2023 to avoid paying interest.

It is further ORDERED that all costs be assessed against the Condemnor.

This Agreed Final Judgment is intended by the parties to fully and finally dispose of all claims, parties, and issues in this lawsuit.

SIGNED this _____ day of _____, 2023.

_____
Judge Presiding

PREPARED BY AND APPROVED AS TO SUBSTANCE AND FORM:

/s/ Mylan W. Shaunfield
Mylan W. Shaunfield
State Bar No. 24090680
Sheets & Crossfield, P.C.
309 East Main Street
Round Rock, Texas 78664
512/255-8877
512/255-8986 (fax)
mylan@scrrlaw.com
Attorneys for Condemnor

AGREED AS TO SUBSTANCE AND FORM:

Dan M. Gattis
State Bar No. 00790754
213-B West 8th Street
Georgetown, Texas 78626
(512) 868-5400
(512) 868-5403 – facsimile
dgattis@gattislaw.com
Attorneys for Condemnee Myra L. Valenta a/k/a Myra Valenta n/k/a Myra L. Page

Judge Bill Gravell
Williamson County, Texas

**Commissioners Court - Regular Session** **62.**

**Meeting Date:** 02/28/2023

CR 279/Bagdad Rd. Purchase Contract

**Submitted For:** Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

**Department:** Road Bond

**Agenda Category:** Regular Agenda Items

## Information

**Agenda Item**

Discuss, consider and take appropriate action on a real estate contract with Terri Leigh Alexander a/k/a Terri Jones Hanley and Susan Lynn Anderson a/k/a Susan Jones Anderson for 0.296 acres of right of way needed on the CR 279/Bagdad Rd. project (Parcel 18). Funding Source: Road Bonds P343

**Background**

## Fiscal Impact

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

## Attachments

contract

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Becky Pruitt | 02/23/2023 06:22 PM |
| Form Started By: Charlie Crossfield | | Started On: 02/22/2023 02:15 PM |
| Final Approval Date: 02/23/2023 | | |

**REAL ESTATE CONTRACT**
CR 279 @ Bagdad Rd. Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by and between **TERRI LEIGH ALEXANDER A/K/A TERRI JONES HANLEY AND SUSAN LYNN ANDERSON A/K/A SUSAN JONES ANDERSON**(referred to in this Contract as "Seller", whether one or more) and **WILLIAMSON COUNTY, TEXAS** (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

## ARTICLE I
## PURCHASE AND SALE

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

> All of that certain 0.296 acre (12,909 square foot) tract of land, out of and situated in the Henry Field Survey, Abstract No. 233, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A" attached hereto and incorporated herein (**Parcel 18**);

together with all and singular the rights and appurtenances pertaining to the property, including any right, title, and interest of Seller in and to adjacent streets, alleys, or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements and fixtures situated on and attached to the Property described herein not otherwise retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

## ARTICLE II
## PURCHASE PRICE AND ADDITIONAL COMPENSATION

### Purchase Price

2.01. The Purchase Price for the fee simple Property interests described in Exhibit "A" shall be the sum of THIRTY-SEVEN THOUSAND NINE HUNDRED THIRTY-NINE and 00/100 Dollars ($37,939.00).

### Payment of Purchase Price and Additional Compensation

2.02. The Purchase Price shall be payable in cash or other readily available funds at the Closing.

## ARTICLE III
## PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the Closing).

Miscellaneous Conditions

3.02. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the Closing.

## ARTICLE IV
## REPRESENTATIONS AND WARRANTIES OF SELLER

4.01. Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's knowledge:

(a) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than previously disclosed to Purchaser.

(b) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof.

4.02. The Property is being conveyed to Purchaser under threat of condemnation.

## ARTICLE V
## CLOSING

Closing Date

5.01. The Closing shall be held at the office of Texas National Title Company on or before March 30, 2023, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged Deed conveying good and indefeasible title to Williamson County, Texas in fee simple to the right of way Property described in Exhibit "A", conveying such interest in and to the portion of the Property free and clear of any and all monetary liens and restrictions, except for the following:

(a) General real estate taxes for the year of closing and subsequent years not yet due and payable.

(b) Any exceptions approved by Purchaser pursuant to Article III hereof; and

(c) Any exceptions approved by Purchaser in writing.

(2) The Deed shall be in the form as shown in Exhibit "B" attached hereto and incorporated herein.

(3) Provide reasonable assistance as requested, at no cost to Seller, to cause the Title Company to deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, in Grantee's favor in the full amount of the Purchase Price, insuring Purchaser's contracted interests in and to the permanent interests being conveyed in the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

(a) The boundary and survey exceptions shall be deleted.

(b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and

(c) The exception as to the lien for taxes shall be limited to the year of closing and shall be endorsed "Not Yet Due and Payable".

(4) Deliver to Purchaser possession of the Property if not previously done.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

(a) Pay the cash portion of the Purchase Price and Additional Compensation.

Prorations

5.04. General real estate taxes for the then current year relating to the portion of the Property conveyed in fee shall be prorated as of the Closing Date and shall be adjusted in cash at the Closing, but shall otherwise remain the obligation of Seller to satisfy. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation. Agricultural roll-back taxes, if any, which directly result from this Contract and conveyance shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

(1) Owner's Title Policy and survey to be paid by Purchaser.

(2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.

(3) All other closing costs shall be paid by Purchaser.

(4) Attorney's fees paid by each respectively.

## ARTICLE VI
## BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

## ARTICLE VII
## BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow

Deposit has been made, then Seller shall receive the amount of $500 as liquidated damages for any failure by Purchaser.

## ARTICLE VIII
## MISCELLANEOUS

### Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

### Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

### Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

### Legal Construction

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

### Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

### Time of Essence

8.06. Time is of the essence in this Contract.

## Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

## Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

## Compliance

8.09 In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

## Effective Date

8.10 This Contract shall be effective as of the date it is approved by the Williamson County commissioners' court, which date is indicated beneath the County Judge's signature below.

## Counterparts

8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

## Contingent Possession and Use Agreement

8.12. Upon completion of (1) the full execution of this Contract by all parties, and (2) acknowledgment by the Title Company of delivery by Purchaser of the full Purchase Price to the Title Company, Purchaser, its agents and contractors shall be permitted at any time after March 31, 2023 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 roadway improvement construction project of Purchaser on the Property or other obligations of this Contract, 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:**

Terri Leigh Alexander A/K/A Terri Jones Hanley

Address: 12805 W. St. Hwy 29
Liberty Hill, TX. 78642

Date: 2/9/23

Susan Lynn Anderson A/K/A Susan Jones Anderson

Address: 12805 SH 29W.
Liberty Hill TX 78642

Date: 2/9/23

**PURCHASER:**

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr.
County Judge

Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

Date: _____

**County:** Williamson
**Parcel :** 18 – Hanley-Anderson
**Highway:** Bagdad Rd (CR 279)

**EXHIBIT** A

**PROPERTY DESCRIPTION**

DESCRIPTION OF A 0.296 ACRE (12,909 SQUARE FOOT) PARCEL OF LAND SITUATED IN THE HENRY FIELD SURVEY, ABSTRACT NO. 233 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF THAT CALLED 95 ACRE TRACT (THIRD TRACT) OF LAND TO TERRI LEIGH ALEXANDER A/K/A TERRI JONES HANLEY AND SUSAN LYNN ANDERSON A/K/A SUSAN JONES ANDERSON RECORDED IN DOCUMENT NO. 2020043297 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DESCRBED AS 92 ACRE (SECOND TRACT) IN DEED RECORDED IN VOLUME 295, PAGES 4-6 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.296 ACRE (12,909 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" set 82.49 feet right of Bagdad Road Baseline Station 269+17.29 in the proposed easterly Right-of-Way (ROW) line of Bagdad Road (variable width ROW), (Grid Coordinates determined as N=10,206,067.60 E=3,059,934.63), being in the southerly boundary line of said remainder of the 95 acre tract, same being the northerly boundary line of that called 10.01 acre tract of land described in General Warranty Deed to Garnerstone Business Park, LLC recorded in Document No. 2005027777 of the Official Public Records of Williamson County, Texas, for the southeasterly corner and **POINT OF BEGINNING** of the herein described parcel, and from which, an iron rod with plastic cap stamped "3DS" found, being an angle point in said common boundary line bears N 75°44'50" E, at a distance of 950.81 feet;

1) **THENCE,** departing said proposed easterly ROW line, with said common boundary line **S 75°44'50" W** for a distance of **24.12** feet to an iron rod with plastic cap stamped "3DS" found in the existing easterly ROW line of Bagdad Road (County Road (C.R.) 279), being the southwesterly corner of said remainder of the 95 acre tract, same being the northwesterly corner of said 10.01 acre tract, for the southwesterly corner of the herein described parcel;

THENCE, departing said 10.01 acre tract, with said existing easterly ROW line, same being the westerly boundary line of said remainder of the 95 acre tract, the following two (2) courses:

2) **N 01°59'17" W** for a distance of **89.08** feet to a calculated angle point;

3) **N 06°33'36" W** for a distance of **277.87** feet to an iron rod with plastic cap stamped "3DS" found, being the southwesterly corner of that called 5.801 acre tract of land described in Deed to Elizabeth Ann Lancaster recorded in Volume 1405, Pages 431-433 of the Official Records of Williamson County, Texas , same being the northwesterly corner of said remainder of the 95 acre tract, for the northwesterly corner of the herein described parcel;

4) **THENCE,** departing said existing easterly ROW line, with the common line of said 5.801 acre tract and said remainder of the 95 acre tract, **N 71°18'43" E,** for a distance of **53.08** feet to an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 98.42 feet right of Bagdad Road Baseline Station 272+83.00 in said proposed easterly ROW line, for the northeasterly corner of the herein described parcel, and from which, a 1/2" iron rod found, in the northerly boundary line of said remainder of the 95 acre tract, being the southeasterly corner of said 5.801 acre tract, same being in the southerly boundary line of that called 81.69 acre tract described in General Warranty Deed to Edward Wolf and Jennifer Wolf recorded in Document 2021036573 of the Official Public Records of Williamson County, Texas, bears N 71°18'43" E, at a distance of 233.74 feet, and N 69°08'52" E at a distance of 429.03 feet;

5) **THENCE,** departing said 5.801 acre tract, through the interior of said remainder of the 95 acre tract, with said proposed easterly ROW line, **S 01°12'31" E,** for a distance of **376.23** feet to the **POINT OF BEGINNING,** containing 0.296 acres (12,909 square feet) of land, more or less.

This property description is accompanied by a separate parcel plat.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

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

That I, M. Stephen Truesdale, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direct supervision.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

M. Stephen Truesdale 12 OCT 2022

M. Stephen Truesdale Date
Registered Professional Land Surveyor No. 4933
Licensed State Land Surveyor
Inland Geodetics
Firm Registration No: 100591-00
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681

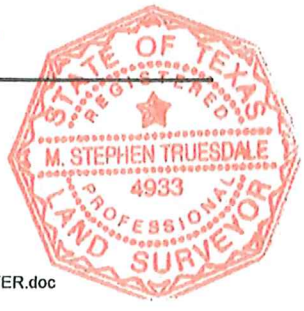
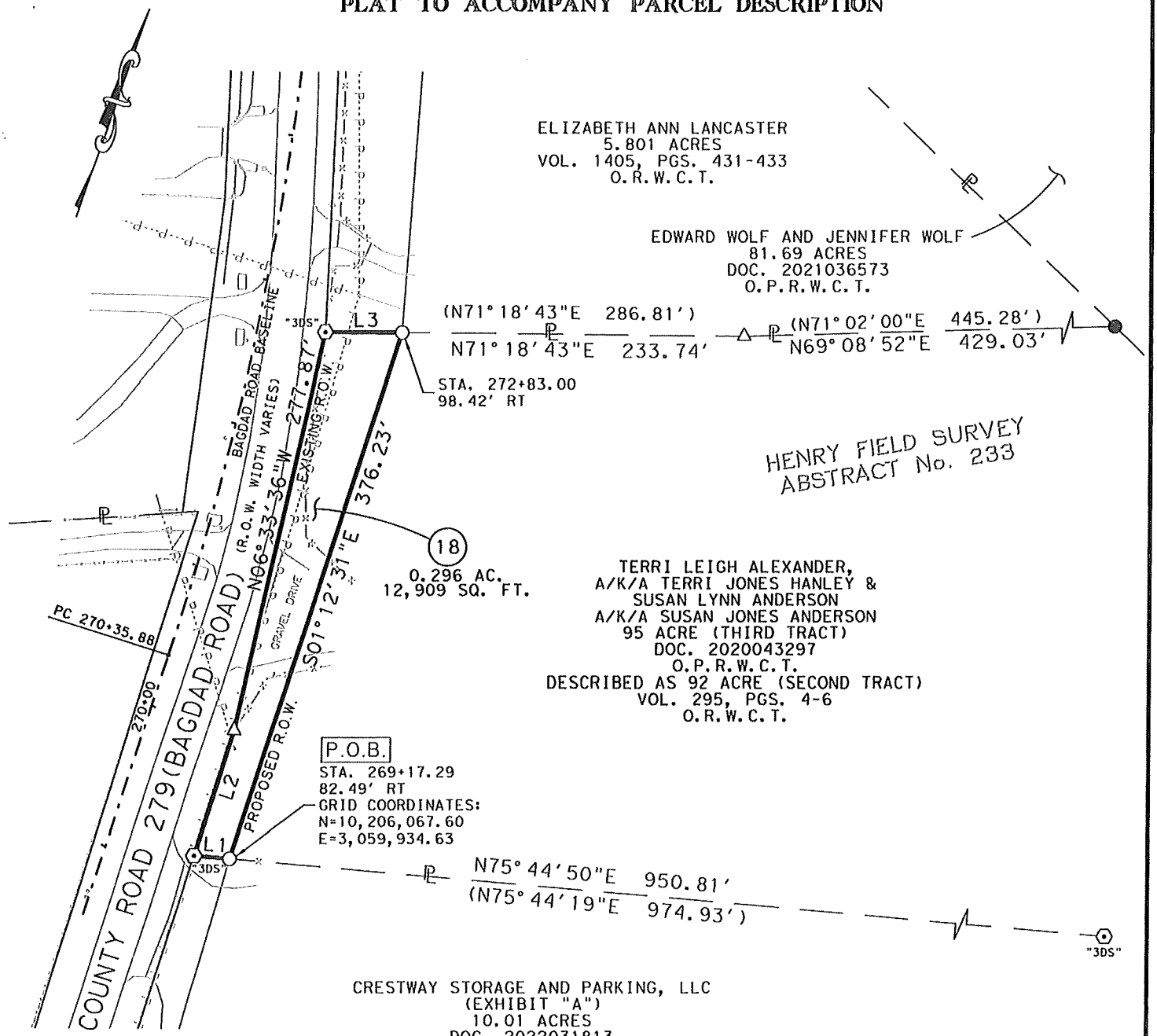


EXHIBIT " "

# PLAT TO ACCOMPANY PARCEL DESCRIPTION




| NO. | DIRECTION | DISTANCE |
|---|---|---|
| L1 | S75° 44' 50"W | 24.12' |
| L2 | N01° 59' 17"W | 89.08' |
| L3 | N71° 18' 43"E | 53.08' |

10/03/2022


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
**TERRI LEIGH ALEXANDER,
A/K/A TERRI JONES HANLEY &
SUSAN LYNN ANDERSON
A/K/A SUSAN JONES ANDERSON**

| SCALE | PROJECT | COUNTY |
|---|---|---|
| 1" = 100' | BAGDAD ROAD | WILLIAMSON |

PARCEL 18
0.296 ACRES
12,909 Sq. Ft.



S:\BINKLEY & BARFIELD\BAGDAD ROAD 2020\PARCELS\PARCEL 18-HANLEY-ANDERSON\PARCEL 18-HANLEY-ANDERSON.dgn

EXHIBIT " "

# PLAT TO ACCOMPANY PARCEL DESCRIPTION

## LEGEND

| | | | |
|---|---|---|---|
| ● | ½" IRON ROD FOUND UNLESS NOTED | ( ) | RECORD INFORMATION |
| ⊙ | ½" IRON ROD FOUND W/PLASTIC CAP | ⌐⌙ | LINE BREAK |
| ◉ | ½" IRON PIPE FOUND UNLESS NOTED | ⌐⌙ | DENOTES COMMON OWNERSHIP |
| ▲ | 60/D NAIL FOUND | P.O.B. | POINT OF BEGINNING |
| △ | CALCULATED POINT | N.T.S. | NOT TO SCALE |
| ○ | IRON ROD W/ ALUMINUM CAP STAMPED "WILLIAMSON COUNTY" SET (UNLESS NOTED OTHERWISE) | D.R.W.C.T. | DEED RECORDS WILLIAMSON COUNTY, TEXAS |
| | | O.R.W.C.T. | OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS |
| ℄ | PROPERTY LINE | O.P.R.W.C.T. | OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS |

1) All bearings shown hereon are based on grid bearing. All distances are surface distances. Coordinates are surface values based on the Texas State Plane Coordinate System, NAD 83, Central Zone.

THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. T-165831, ISSUED BY NATIONAL INVESTORS TITLE INSURANCE COMPANY, EFFECTIVE DATE AUGUST 02, 2022, ISSUE DATE AUGUST 11, 2022.

2. AN ELECTRIC TRANSMISSION EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY AS DESCRIBED IN VOLUME 235, PAGE 52, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, FROM IT'S DESCRIPTION CAN NOT BE LOCATED.

3. AN ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE(S) EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY AS DESCRIBED IN VOLUME 235, PAGE 89, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, FROM IT'S DESCRIPTION CAN NOT BE LOCATED.

4. AN ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE(S) EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY AS DESCRIBED IN VOLUME 235, PAGE 111, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, FROM IT'S DESCRIPTION CAN NOT BE LOCATED.

5. A CHANNEL EASEMENT GRANTED TO STATE OF TEXAS AS DESCRIBED IN VOLUME 415, PAGE 568, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

6. A COMMUNICATION LINES AND SYSTEMS EASEMENT GRANTED TO SOUTHWESTERN BELL TELEPHONE COMPANY AS DESCRIBED IN VOLUME 544, PAGE 433, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, FROM IT'S DESCRIPTION CAN NOT BE LOCATED.

7. AN UNDERGROUND TELECOMMUNICATION SYSTEMS AND LINES EASEMENT GRANTED TO SOUTHWESTERN BELL TELEPHONE COMPANY AS DESCRIBED IN VOLUME 594, PAGE 779, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

8. AN ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE AND SYSTEMS EASEMENT GRANTED TO PEDERNALES ELECTRIC COOPERATIVE, INC. AS DESCRIBED IN DOCUMENT NO. 2002065468, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, FROM IT'S DESCRIPTION CAN NOT BE LOCATED.

9. A WATER LINE EASEMENT GRANTED TO LIBERTY HILL WATER SUPPLY CORP. AS DESCRIBED IN DOCUMENT NO. 2002096471, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

10. AN ELECTRIC DISTRIBUTION LINE EASEMENT (BLANKET TYPE) GRANTED TO PEDERNALES ELECTRIC COOPERATIVE, INC. AS DESCRIBED IN DOCUMENT NO. 2022007854, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, FROM IT'S DESCRIPTION CAN NOT BE LOCATED.

11. ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN STATE ARCHEOLOGICAL LANDMARK DESIGNATION OF RECORD IN DOCUMENT NO. 2004010914 AND DOCUMENT NO. 2004010915, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DO NOT AFFECT.

12. ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN ORDINANCE NO. 05-0-25 OF RECORD IN DOCUMENT NO. 2005039348, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, SUBJECT TO.

13. ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN ORDINANCE NO. 05-0-62 OF RECORD IN DOCUMENT NO. 2005077354, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, SUBJECT TO.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION.

M. Stephen Truesdale 12 OCT 2022

M. STEPHEN TRUESDALE DATE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933
LICENSED STATE LAND SURVEYOR
INLAND GEODETICS
FIRM REGISTRATION NO. 100591-00
1504 CHISHOLM TRAIL ROAD, SUITE 103
ROUND ROCK, TEXAS 78681

STATE OF TEXAS
REGISTERED
M. STEPHEN TRUESDALE
4933
PROFESSIONAL
LAND SURVEYOR

10/03/2022

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
**TERRI LEIGH ALEXANDER, A/K/A TERRI JONES HANLEY & SUSAN LYNN ANDERSON A/K/A SUSAN JONES ANDERSON**

| SCALE | PROJECT | COUNTY |
|---|---|---|
| 1" = 100' | BAGDAD ROAD | WILLIAMSON |

PARCEL 18
0.296 ACRES
12,909 Sq. Ft.



S:\BINKLEY & BARFIELD\BAGDAD ROAD 2020\PARCELS\PARCEL 18-HANLEY-ANDERSON\PARCEL 18-HANLEY-ANDERSON.dgn

Exhibit "B"

Parcel 18

**DEED**

County Road 279 @ Bagdad Rd.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 **TERRI LEIGH ALEXANDER A/K/A TERRI JONES HANLEY AND SUSAN LYNN ANDERSON A/K/A SUSAN JONES ANDERSON**, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto **WILLIAMSON COUNTY, TEXAS**, all that certain tract(s) or parcel(s) of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows (the "Property"):

> All of that certain 0.296 acre (12,909 square foot) tract of land, out of and situated in the Henry Field Survey, Abstract No. 233, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A" attached hereto and incorporated herein (**Parcel 18**);

**SAVE AND EXCEPT, HOWEVER,** it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the Property, to wit: NONE

**RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:**

Visible and apparent easements not appearing of record;

Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show;

Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County, Texas or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of Grantee's roadway facilities and all related appurtenances.

**TO HAVE AND TO HOLD** the property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Williamson County, Texas and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Williamson County, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This deed is being delivered in lieu of condemnation.

**IN WITNESS WHEREOF**, this instrument is executed on this the ____ day of _____, 2023.

*[signature pages follow]*

**GRANTOR:**

_____
Terri Leigh Alexander A/K/A Terri Jones Hanley

**ACKNOWLEDGMENT**

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2023 by Terri Leigh Alexander A/K/A Terri Jones Hanley in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

**GRANTOR:**

_____
Susan Lynn Anderson A/K/A Susan Jones Anderson

**ACKNOWLEDGMENT**

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2023 by Susan Lynn Anderson A/K/A Susan Jones Anderson in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

**PREPARED IN THE OFFICE OF:**

Sheets & Crossfield, PLLC
309 East Main
Round Rock, Texas 78664

**GRANTEE'S MAILING ADDRESS:**

Williamson County, Texas
Attn: County Auditor
710 Main Street, Suite 101
Georgetown, Texas 78626

**AFTER RECORDING RETURN TO:**

Sheets & Crossfield, PLLC
309 East Main
Round Rock, Texas 78664

**Commissioners Court - Regular Session** **63.**

**Meeting Date:** 02/28/2023

CR 305 CR 372 Special Warranty Deed from developer

**Submitted For:** Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

**Department:** Road Bond

**Agenda Category:** Regular Agenda Items

## Information

**Agenda Item**

Discuss, consider and take appropriate action accepting a deed from 372 Terra Verde TX, LLC for 9.00 acres of dedicated right of way along CR 305 and CR 372.

**Background**

## Fiscal Impact

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

## Attachments

deed

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Becky Pruitt | 02/23/2023 06:27 PM |
| Form Started By: Charlie Crossfield | | Started On: 02/22/2023 03:08 PM |
| Final Approval Date: 02/23/2023 | | |

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

# Special Warranty Deed

**Date:** February 22, 2023

**Grantor:** 372 Terra Verde TX, LLC
a Texas limited liability company

**Grantee:** Williamson County, Texas

**Grantees' Mailing Address:**

Williamson County, Texas
Attn: County Auditor
710 Main Street, Suite 101
Georgetown, Texas 786262

**Consideration:**

Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

**Property (including any improvements):**

***0.900 acres of land, located in the Isaac Bunker Survey, Abstract No. 54, Williamson County, Texas, and being more fully described by metes and bounds in Exhibit "A" attached hereto and made a part hereof.***

**Reservations from and Exceptions to Conveyance and Warranty:**

This conveyance above is executed by Grantor and accepted by Grantees subject to any and all restrictions, easements, mineral reservations, and other matters, to the extent they are validly existing and applicable to the Property (collectively, the "Permitted Exceptions").

**Conveyance:**

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under Grantor but not otherwise, except as to the Reservations from and Exceptions to Conveyance Warranty.

GRANTOR IS CONVEYING THE PROPERTY TO GRANTEE AS IS, WHERE IS, AND WITH ALL FAULTS, AND SPECIFICALLY AND EXPRESSLY WITHOUT ANY WARRANTIES, REPRESENTATIONS, OR GUARANTEES, EITHER EXPRESS OR IMPLIED, OF ANY KIND, NATURE, OR TYPE FROM OR ON BEHALF OF GRANTOR, EXCEPT FOR GRANTOR'S WARRANTY OF TITLE STATED ABOVE. GRANTEE ACKNOWLEDGES AND STIPULATES THAT GRANTEE IS NOT RELYING ON ANY REPRESENTATION, STATEMENT, OR OTHER ASSERTION ABOUT THE CONDITION OF THE PROPERTY MADE BY GRANTOR, OR ANYONE ACTING ON GRANTOR'S BEHALF, BUT IS RELYING ON GRANTEE'S OWN EXAMINATION OF THE PROPERTY.

When the context requires, singular nouns and pronouns include the plural.

**372 Terra Verde TX LLC**
**a Texas limited liability company**

By: Jay Onorato, Manager

**ACKNOWLEDGEMENT**

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on February 22nd, 2023, by Jay Onorato, **Manager of 372 Terra Verde TX LLC a Texas limited liability company, on behalf of said entity**.

Notary Public in and for the State of Texas

CHENG QIAN
Notary ID #131550061
My Commission Expires
April 30, 2026

**EXHIBIT "A"**

Quick Inc.
Land Surveying. Land Planning. Consulting.
Firm: 10194104 512-915-4950
1430 N. Robertson Road, Salado, Texas 76571

**FIELD NOTES FOR A 0.900 ACRE TRACT OF LAND:**

**BEING A 0.900 ACRE TRACT OF LAND,** LOCATED IN THE ISAAC BUNKER SURVEY, ABSTRACT NO. 54, WILLIAMSON COUNTY, TEXAS; SAID 0.900 ACRE TRACT, BEING A PORTION OF THAT CERTAIN 19.498 ACRE TRACT OF LAND RECORDED IN DOCUMENT NO. 2019068202, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS; SAID 0.900 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at a 1/2" iron rod located in the southeast right-of-way line of County Road 305, being in the southwest line of said 19.498 acre tract, being the northeast corner of that called 20.320 acre tract of land recorded in Document No. 2016032327, Official Public Records, Williamson County, Texas, said point being an exterior corner of the herein described tract of land;

Thence, crossing the occupied right-of-way of County Road 305, with the southwest and northwest lines of said 19.498 acre tract, the following two (2) courses and distances:

1. **N 20° 59' 05" W**, a distance of **27.41'**, to a cotton spindle in asphalt found for an exterior corner of the herein described tract of land;

2. **N 69° 14' 25" E**, a distance of **800.08'**, to a cotton spindle in asphalt found in the occupied right-of-way of County Road 305, being the northeast corner of said 19.498 acre tract, said point being the northeast corner of the herein described tract of land;

3. **Thence**, departing County Road 305, crossing the occupied right-of-way of County Road 372, with the northeast and southeast lines of said 19.498 acre

tract, **S 20° 45' 35" E**, a distance of **1170.39'**, to a 1/2" iron rod located for the southeast corner of the herein described tract of land;

4. **S 72° 58' 30" W**, a distance of **5.94'**, to a 1/2" iron rod located in the southwest right-of-way line of County Road 372, southeast line of said 19.498 acre tract, being the northeast corner of that called 10.000 acre tract of land recorded in Document No. 2019090548, Official Public Records, Williamson County, Texas, said point being the southernmost corner of the herein described tract of land;

Thence, with the southwest right-of-way line of County Road 372 and the southeast right-of-way line of County Road 305, the northeast and northwest lines of said 19.498 acre tract, the following three (3) courses and distances:

5. **N 21° 29' 36" W**, a distance of **1087.33'**, to a 3/8" iron rod located for an angle point of the herein described tract of land;

6. **N 57° 03' 29" W**, a distance of **65.20'**, to a 1/2" iron rod with a blue "QUICK INC RPLS 6447" plastic cap set for an angle point of the herein described tract of land;

7. **S 69° 27' 22" W**, a distance of **741.53'**, to the **POINT OF BEGINNING** containing **0.900 acres** of land.

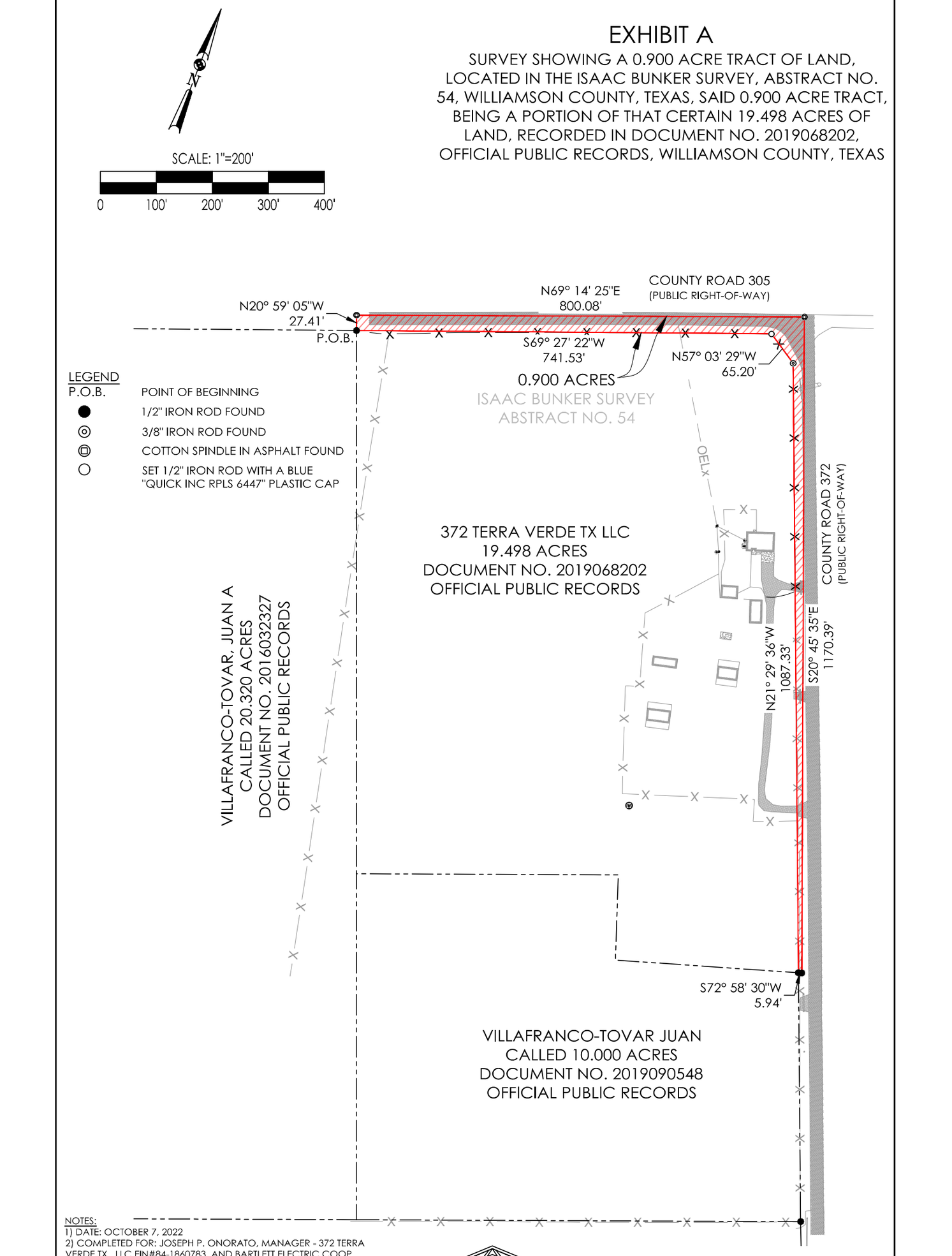
**Note**: The basis of bearing was established using the Trimble VRS Network, NAD (83), Texas State Plane Coordinate System, Central Zone, 4203, US Survey Foot, Grid. A survey plat was prepared by a separate document.

STATE OF TEXAS
REGISTERED
TRAVIS L. QUICKSALL
6447
PROFESSIONAL
LAND SURVEYOR

Travis L. Quicksall RPLS #6447
Date: 09/08/2022
Job #19-2158

# EXHIBIT A

SURVEY SHOWING A 0.900 ACRE TRACT OF LAND, LOCATED IN THE ISAAC BUNKER SURVEY, ABSTRACT NO. 54, WILLIAMSON COUNTY, TEXAS, SAID 0.900 ACRE TRACT, BEING A PORTION OF THAT CERTAIN 19.498 ACRES OF LAND, RECORDED IN DOCUMENT NO. 2019068202, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS




NOTES:
1) DATE: OCTOBER 7, 2022
2) COMPLETED FOR: JOSEPH P. ONORATO, MANAGER - 372 TERRA VERDE TX., LLC EIN#84-1860783, AND BARTLETT ELECTRIC COOP
3) ADDRESS: 301 CR 372, JARRELL, TX 76537
4) BASIS OF BEARING: TEXAS STATE PLANE, CENTRAL ZONE, NAD83


Quick Inc.
Land Surveying. Land Planning. Consulting.
Firm: 10194104 512-915-4950
1430 N. Robertson Road, Salado, Texas 76571


STATE OF TEXAS
REGISTERED
TRAVIS L. QUICKSALL
6447
PROFESSIONAL
LAND SURVEYOR

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND, AND THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF, THIS PLAT CORRECTLY REPRESENTS THE FACTS FOUND AT THE TIME OF THIS SURVEY.

TRAVIS L. QUICKSALL DATE: OCTOBER 11, 2022
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 6447
JOB NO. 19-2158

**Meeting Date:** 02/28/2023
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 CR 255.
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.
y) Discuss the acquisition of 321 Ed Schmidt Blvd., #300, Hutto, Texas

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

i) Lease of property located 747 County Rd. 138 Hutto, Texas
j) Discuss Right of Way for Southwestern Boulevard, Georgetown, 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**

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**Fiscal Impact**

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

**Attachments**

*No file(s) attached.*

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Becky Pruitt | 02/23/2023 06:22 PM |
| Form Started By: Charlie Crossfield | | Started On: 02/22/2023 02:21 PM |
| Final Approval Date: 02/23/2023 | | |

**Commissioners Court - Regular Session** **66.**

**Meeting Date:** 02/28/2023

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 Fittipaldi
b) Project Acropolis
c) Project World
d) Project Mellencamp
e) Project Corgi
f) Project Anniversary
g) Project Glee

**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 | 02/23/2023 06:23 PM |
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