NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONERS COURT
January 9, 2024
9:30 A.M.

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

1. Review and approval of minutes.

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

CONSENT AGENDA
The Consent Agenda includes non-controversial and routine items that the Court may act on with one single vote. The Judge or a Commissioner may pull any item from the consent agenda in order that the court discuss and act upon it individually as part of the Regular Agenda.
(Items 3 – 37)

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0510-004509	Facility Enhancements	$33,000.00
To	0100-0510-004510	Facility Repairs	$33,000.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
FROM	0100.0503.005740	Computer Equipment > $5,000	$200,510.00
TO	0100.0503.003011	Computer Software < $5,000	$160,510.00
TO	0100.0503.005741	Computer Software > $5,000	$40,000.00

5. Discuss, consider and take appropriate action on a line item transfer for Tax/Assessor Collector.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0499.003901	Publications	$1,350.00
To	0100.0499.004500	Maintenance Services	$1,350.00

6. Discuss consider and take appropriate action on a line-item transfer for the Tax Assessor/ Collector

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0499.003010	Computer Equipment < 5,000	$2,597.70
To	0100.0499.001914	Bilingual Stipend	$2,100.00
To	0100.0499.002010	FICA	$160.65
To	0100.0499.002020	Retirement	$337.05

7. Discuss, consider and take appropriate action on a line item transfer for Tax Assessor-Collector

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0499.003005	Office Furniture	$848.54
To	0100.0499.004544	Repairs to Office Equipment	$848.54

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

9. Discuss, consider, and take appropriate action on acknowledging the Purchasing Department monthly report of asset dispositions through Auction, pursuant to Texas Local Government Code 263.152, for the period of 12.01.23-12.22.23.

10. Discuss, consider, and take appropriate action on acknowledging the Purchasing Department monthly report of asset dispositions through Destruction, pursuant to Texas Local Government Code 263.152, for the period of 12.01.23-12.22.23.

11. Discuss, consider, and take appropriate action on acknowledging the Purchasing Department monthly report of asset dispositions through Transfer, pursuant to Texas Local Government Code 263.152, for the period of 12.01.23-12.22.23.

12. Discuss, consider, and take appropriate action on authorizing the disposal of various county vehicles(s) and equipment assets through Auction including One 2012 Nissan Maxima Vin #4211, pursuant to Texas Local Government Code 263.152.

13. Discuss, consider, and take appropriate action on authorizing the disposal of various county vehicles(s) and equipment assets through Transfer including One 2015 Chevy Tahoe Vin #4961, pursuant to Texas Local Government Code 263.152.

14. Discuss, consider, and take appropriate action on authorizing the disposal of various county vehicles(s) and equipment assets through Auction including One 2010 Ford F350 Vin #3342, pursuant to Texas Local Government Code 263.152.

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

16. Discuss, consider, and take appropriate action on reappointing Commissioner Terry Cook to the Central Texas Clean Air Coalition (CAC) of the Capital Area Council of Governments to serve until December 31, 2025 in accordance with the CAC bylaws.

17. Discuss, consider, and take appropriate action on the re-appointment of Josh Renner, Williamson County's Environmental Program Manager, to the Clean Air Coalition Advisory Committee (CACAC) of the Capital Area Council of Governments (CAPCOG).

18. Discuss, consider, and take appropriate action to recognize completion of the required continuing education hours for the Williamson County Tax Assessor Collector.

19. Discuss, consider and take appropriate action on request of County Court at Law #2 to submit a grant application to the Texas Bar Foundation to support the Misdemeanor DWI/Drug Court program.

20. Discuss, consider and take appropriate action on adopting a resolution supporting the application for Homeland Security Grant funding for the 2025 HazMat Monitor Maintenance Project grant #2957210.

21. Discuss, consider, and take appropriate action on an investment from the Orphan Kitten Club.

22. Discuss, consider and take appropriate action on a Fifth Amendment to that Certain Williamson County Exposition Center Operation and Use Agreement between Williamson County, Texas and Taylor Rodeo Association, Inc.

23. Discuss, consider, and take appropriate action on approving purchase #2024104 of One (1) Ford F-150 Extended Cab Truck in the amount of $41,920.00 from Silsbee Ford pursuant to TIPS Contract #210907.

24. Discuss, consider and take appropriate action on adding a BP-70C31 unit at River Ranch County Park for the Phase II Lease Schedule of Managed Print and Copier Services and Multifunction Devices (Copy/Print/Scan) through Sharp Electronics Corporation utilizing DIR Contract # DIR-CPO-4433.

25. Discuss, consider, and take appropriate action on approving the services agreement #202504 with Facilities Resource Inc. for Williamson County Constable #4 Patrol Desk in the amount of $13,650.18 pursuant to Omnia Contracts #R191804 and #R221001, and authorize execution of the agreement.

26. Discuss, consider and take appropriate action on replacing MX-C507F with MX-C528F on the Williamson County approved device list for Managed Print and Copier Services and Multifunction Devices (Copy/Print/Scan) through Sharp Electronics Corporation utilizing DIR Contract # DIR-CPO-4433.

27. Discuss, consider, and take appropriate action on authorizing the extension of contract RFP #4333 for Life, AD&D, STD, LTD, Vol Benefits, renewal period #1, with Symetra Life Insurance Company for the same terms and conditions as the existing contract but with a price increase, as detailed in the attached proposal, for the term of January 01, 2024 - December 31, 2024.

28. Discuss, consider and take appropriate action on approving Agreement #202498 for the purchase of furniture for the Sheriff's Office from Facilities Resource, Inc. in the amount of $33,277.25, pursuant to OMNIA Partners contract #191804, and authorizing execution of the quote.

29. Discuss, consider, and take appropriate action on approving the agreement for construction services #202506 with G2 Construction Services, Inc. for an Emergency Egress Door for Commissioner Precinct #4 office Facilities Management in the amount of $28,000.00 pursuant to TIPS Contracts #211001, and authorize execution of the agreement.

30. Discuss, consider, and take appropriate action on approving the Contract for Construction #202514 with Falkenberg Construction Co., Inc. for the Taylor Annex - Constable #4 Break Room Renovation for Facilities Management in the amount of $40,186.16 pursuant to Buyboard Contract #581-19, and authorize execution of the agreement.

31. Discuss, consider, and take appropriate action on approving service contract #2024100 with CertaPro Painters of Austin for interior painting of the Road and Bridge Department offices, in the amount of $37,222.50 pursuant to TIPS Contract #23010401 and authorizing the execution of this agreement.

32. Discuss, consider, and take appropriate action on approval of the MS4 Stormwater Annual Report.

33. Discuss, consider and take appropriate action on Work Authorization No 3 in the amount of $96,596.04 to expire on September 30, 2025 under Williamson County Contract for Engineering Services between Kimley Horn and Associates and Williamson County dated March 10, 2020 for Ronald Reagan and Bar W Ranch - Via De Sienna Intersection Improvements. Funding source: 01.0200.0210.004100.

34. Discuss, consider, and take appropriate action on a Request for Right of Entry granting the City of Georgetown’s consultant (STV) and its subconsultants the right to enter onto Williamson County’s property.

35. Discuss, consider and take appropriate action on approval of the final plat for the Santa Rita Ranch Phase 5 Section 4B subdivision – Precinct 2.

36. Discuss, consider and take appropriate action on approval of the final plat for the Trine 207 subdivision – Precinct 2.

37. Discuss, consider and take appropriate action on approval of the final plat for the Timber Ranch subdivision – Precinct 3.

REGULAR AGENDA

38. Discuss, consider, and take appropriate action on recognizing Justice of the Peace, Pct. 3 as a Center of Excellence by the Texas Judicial Council.

39. To note in the minutes and acknowledge receipt of the Five Start Vital Registration Award by the County Clerk's office by the State Health Services Vital Statistics Unit of the Texas Dept. of Health for 2023.

40. Discuss, consider and take appropriate action on a resolution honoring Richard Ridings for his achievements and public service.

41. Discuss, consider and take appropriate action on an Interlocal Agreement with the City of Leander and Liberty Hill Independent School District regarding the governmental participation in the design and construction of a traffic signal at the Bar W Ranch Boulevard and Via De Sienna Boulevard intersection with Ronald W. Reagan Boulevard.

42. Discuss, consider and take appropriate action on a Notice of Termination of Subrecipient Agreement Between Williamson County and Family Eldercare for Housing and Prevention of Homelessness, being dated effective May 1, 2023.

43. Discuss, consider and take appropriate action on a Subrecipient Agreement Between Williamson County and Bluebonnet Trails Community Services for Housing and Prevention of Homelessness.

44. Discuss, consider and take appropriate action on groundwater resolution.

45. Discuss, consider and take appropriate action on a policy exception to allow for the salary of the new hire in the Assistant Internal Audit Director position of the County Auditor's Office to exceed 15% above the minimum.

46. Discuss, consider and take appropriate action on position changes for Information Technology Services (ITS) based on the salary study.

47. Discuss, consider, and take appropriate action regarding the January 2024 Wellness Updates

- January 2024 Wellness Updates
- Wilco One Wellness Program Brochure.

48. Discuss, consider, and take appropriate action on an revised Real Estate Listing Agreement between Williamson County, Texas and Brinegar Properties for the lease of 124 acres of land situated near the intersection of Landfill Road and FM 1660 in Hutto, Williamson County, Texas for purposes of farming pursuant to the terms of said Commercial Real Estate Listing Agreement and in accordance with Texas Local Government Code Section 263.008.

49. Discuss, consider, and take appropriate action on a Farm Lease between Williamson County, Texas, and Weldon Copeland and Kevin Copeland, jointly and severally, for the lease of 124 acres of land situated near the intersection of Landfill Road and FM 1660 in Hutto, Williamson County, Texas for purposes of farming.

50. Discuss, consider and take appropriate action on approving the ALS Education Affiliation Agreement between Williamson County and Axon Education, LLC.

51. Discuss, consider and take appropriate action on a Business Associate Agreement between Williamson County, Texas and Capital Area of Texas Regional Advisory Council.

52. Discuss, consider and take appropriate action on a Temporary Construction Easement with the City of Cedar Park for a shared-use path project at Champion Park in Cedar Park.

53. Discuss, consider and take appropriate action on adopting: (1) the Williamson County Expo Center License & Use Agreement (Rev. 12/15/2023) as the form of agreement to utilize for booking events at the Williamson County Exposition Center; and (2) the Williamson County Exposition Center Rates (Fee) Schedule (Rev. 12/15/2023).

54. Discuss, consider and take appropriate action on Consent to Contract Assignment between Williamson County, AutoReturn US LLC (the Assignor), and CFKAA Holdings, LLC, a Delaware Limited Liability Company dba Autura (the Assignee) in relation to Williamson County, Texas Agreement for Towing Management and Logistic Services with AutoReturn US LLC, awarded on June 2, 2022.

55. Discuss, consider, and take appropriate action on approving the Agreement #202516 between Williamson County and Presidio Networked Solutions Group, LLC, in the amount of $1,430,697.11 pursuant to TIPS contract #TIPS 220105, and authorizing the execution of the Agreement.

56. Receive a status update for the Facilities Management Department for Fall/Winter, 2023.

57. Discuss, consider, and take appropriate action on approving the contract for construction #202505 with J.T. Vaughn Construction, Inc. for the Sheriff's Office Admin Parking Lot South Repave for Facilities Management in the amount of $282,205.13 pursuant to Omnia Contracts #R200107, and authorize execution of the agreement.

58. Discuss, consider, and take appropriate action on awarding IFB #24IFB19 for Construction of County Road 138 Right Turn Lane to SH 130 to the lowest and best bidder, Smith Contracting, for the amount of $1,748,938.75 and authorizing the execution of the agreement. The funding source is P463.

59. Discuss, consider, and take appropriate action to approve a Resolution Authorizing the County Judge to Execute Certificates Expressing Official Intent to reimburse costs of projects.

60. Discuss, consider and take appropriate action on awarding RFSQ #24RFSQ9 General Engineering Consultant Services for the 2023 Road Bond Program and other County roadway associated planning and development activities to the most qualified respondent, HNTB Corporation, and authorizing execution of the Professional Service Agreements.

61. Discuss, consider and take appropriate action on Contract Amendment No 1 under Williamson County Contract for Engineering Services between Kimley-Horn and Associates, Inc. and Williamson County dated March 10, 2020 for Traffic Engineering Services.

62. Discuss, consider, and take appropriate action regarding Change Order No. 12 in the amount of $303,603.61 for Project 22IFB39 CR 111 Westinghouse Rd. (Capital Excavation) P: 292 Funding Source: Road Bond.

63. Discuss, consider and take appropriate action on a temporary right of entry agreement with MMSG Limited Partnership for Ronald Reagan Segment D. Funding Source: TANS P588

64. Discuss, consider and take appropriate action on an Acknowledgment and Release of Temporary Construction and Grading Easement with the R and D Naivar Trust Dated December 10, 2020 (Parcel 72 TCE). Funding Source: Road Bonds P332.

65. Discuss, consider and take appropriate action on a real estate contract with Marjorie M. Vickers, Individually and as Independent Executrix of the Estate of Claude R. Vickers, Deceased for right of way needed on the CR 255 project (Parcel 49). Funding Source: TANS P588

66. Discuss, consider and take appropriate action on a real estate contract with Manuel Palma Reyes for right of way needed on the CR 314 project (Parcels 14 & 15). Funding Source: Road Bonds P364

67. Discuss, consider and take appropriate action on a claim for actual moving expenses with Janet Jennings and David Stephenson for a relocation caused by right of way acquisition. Funding Source: TANS P588

68. Discuss, consider and take appropriate action on a Possession and Use Agreement for Transportation Purposes with JNK Properties1, LTD. for right of way needed on the Hero Way project (Parcel 335). Funding Source: Road Bonds P326

69. Discuss, consider and take appropriate action on 2 real estate contracts with C. Dudley and Sharon K. Harvey for right of way needed on the CR 279 @ Bagdad Rd. project (Parcels 27 & 28). Funding Source: Road Bonds P343

70. Discuss, consider and take appropriate action on a real estate contract with Tamecia Ann Sharp for right of way needed on the CR 314 project (Parcel 19). Funding Source: Road Bonds P364

71. Discuss, consider and take appropriate action on a resolution determining the necessity and authorizing the use of eminent domain to condemn (0.011 acres) required for the construction of Hero Way. (Techtown Industrial L1, LLC/ Parcel 317) Funding Source: Road Bonds P326

EXECUTIVE SESSION

"The Commissioners Court for Williamson County reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by Texas Government Code Sections 551.071 (Consultations with Attorney), 551.072 (Deliberations regarding Real Property), 551.073 (Deliberations regarding Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations regarding Security Devices) and 551.087 (Deliberations regarding Economic Development Negotiations)."

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

A. Real Estate Owned by Third Parties

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

a) Discuss the acquisition of real property: CR 332
b) Discuss the acquisition of real property for County Facilities.
c) Discuss the acquisition of real property for CR 255.
d) Discuss the acquisition of real property for SH 195 @ Ronald Reagan.
e) Discuss the acquisition of real property for Corridor H
f) Discuss the acquisition of real property for future SH 29 corridor.
g) Discuss the acquisition of right-of-way for Hero Way.
h) Discuss the acquisition of right-of-way for Corridor C.
i) Discuss the acquisition of right-of-way for Corridor F.
j) Discuss the acquisition of right-of-way for Corridor D.
k) Discuss the acquisition of right-of-way for SE Loop/Corridor A.
l) Discuss the acquisition of right-of-way for Ronald Reagan Widening.
m) Discuss the acquisition of drainage/detention easements for real property North of WMCO Juvenile Detention Center
n) Discuss acquisition of right of way for Corridor E.
o) Discuss acquisition of right of way for Liberty Hill Bypass.
p) Discuss the acquisition of 321 Ed Schmidt Blvd., #300, Hutto, Texas
q) Discuss the acquisition of right of way for Bagdad Road/CR 279.
r) Discuss the acquisition of right of way for CR 314.
s) Discuss acquisition of right of way for Corridor J.
t) Discuss the acquisition of real property for CR 258.
u) Discuss the acquisition of real property for Southwestern Blvd.

B. Property or Real Estate owned by Williamson County

Preliminary discussions relating to proposed or potential sale or lease of property owned by the County

a) Discuss County owned real estate containing underground water rights and interests.
b) Discuss possible uses of property owned by Williamson County on Main St. between 3rd and 4th Streets. (Formerly occupied by WCCHD)
c) Sale of property located 747 County Rd. 138 Hutto, Texas
d) Discuss Blue Springs Blvd. property

C. Discuss the Williamson County Reimbursement Agreement for Construction of San Gabriel Blvd. and New Hope Road with the City of Leander and TIRZ #1

73. Discussion regarding economic development negotiations pursuant to Texas Government Code, Section 551.087:

Business prospect(s) that may locate or expand within Williamson County.

a) Project World
b) Project Mellencamp
c) Project Corgi
d) Project Anniversary
e) Project Glee
f) Project Skyfall
g) Project Stamper
h) Project Soul Train
i) Project Dragon
j) Project Scrabble

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

a. General:

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

b. Litigation:

1. Cause No. 19-0850-C368; County of Williamson vs. Purdue Pharma, LP et al., In the District Court of Williamson County, Texas/County of Williamson v. Purdue Pharma, L.P., et al., MDL PRETRIAL CAUSE NO. 2018-63587, in the 152d District Court of Harris County, Texas.
2. Civil Action No. 1:21-cv-00074-LY; Scott Phillip Lewis v. Williamson County, Texas; In the United States District Court for the Western District of Texas, Austin Division
3. Civil Action No. 1:21-cv-00374-RP; Gary Watsky v. Williamson County, Texas, and Robert Chody, Mark Luera, Steve Deaton, et al.; In the United States District Court for the Western District of Texas, Austin Division
4. Civil Action No. 1:21-cv-00615-LY; Bernardo Acosta v. Williamson County, Texas, et al.; In the United States District Court for the Western District of Texas, Austin Division
5. Cause No. 22-0159-C395; Gary Watsky v. Mike Gleason, et al.; In the 395th District Court of Williamson County, Texas
6. Civil Action No. 1:22-cv-00254-RP; Rodney A. Hurdsman, #0217082 v. Mike Gleason, et al.; In the United States District Court for the Western District of Texas, Austin Division
7. Cause No. 22-2067-C395; Chauncy Williams v. Williamson County Attorney's Office Victim Services Division, et al.; In the 395th Judicial District Court of Williamson County, Texas
8. Civil Action No. 4:22-cv-00576-P; Kyle Strongin, et al. v. Williamson County, et al.; In the United States District Court for the Northern District of Texas
9. Cause No. 22-1213-C425; Williamson County, Texas v. Ritter Botkin Prime Construction Company, Inc. and Argonaut Insurance Company; In the 425th Judicial District Court of Williamson County, Texas
10. Cause No. 22-1359-C368; Williamson County, Texas v. Ritter, Botkin Prime Construction Company, Inc. and Great American Insurance Company of New York; In the 368th Judicial Court of Williamson County, Texas
11. Cause No. 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
12. 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
13. Cause No. 23-0297-C368; Texas Fair Defense Project v. Williamson County Sheriff's

Office; In the 368th Judicial District Court of Williamson County, Texas
14. Cause No. 23-0612-C395; Kirsten Davis v. Williamson County, Texas, et al.; In the 395th Judicial District Court of Williamson County, Texas
15. Cause No. 23-1061-C368; Heather Lorenzen v. Williamson County; In the 368th Judicial District Court of Williamson County, Texas
16. Civil Action No. 1:23-cv-01120; Jeremy Story v. Williamson County, Texas, et al.; In the United States District Court for the Western District of Texas, Austin Division
17. Civil Action No. 1:23-cv-01117-RP; Adam Mirelez #02413581 v. Llano County, Texas, et al.; In the United States District Court for the Western District of Texas, Austin Division
18. Civil Action No. 1:23-cv-01223-RP; Siddharth Kode v. Williamson County; In the United States District Court for the Western District of Texas, Austin Division
19. Cause No. 2SC-23-0402; Wanda Wolsch v. Johnson Development, et al.; In the Justice Court of Williamson County, Precinct Two

c. Administrative Complaints:

1. EEOC Charge No. 451-2023-00766 - K.B.
2. USERRA Case No. TX-2023-00052-40-R
3. EEOC Charge No. 451-2023-01208

d. Claims:

1. Legal claims and demands by Chasco Constructors, LTD, LLP in relation to construction work performed on the East Wilco Highway (Southeast Loop Segment 1) Project.

e. Other:

1. Legal matters relating to U.S. Fish and Wildlife Service's Final Rule Designating Critical Habitat for the Georgetown and Salado Salamanders.
2. Legal matters pertaining to tax exemptions for private apartment developers under 303.042(f) of the Texas Local Government Code.
3. Legal matters pertaining to DM Medical Billings, LLC.
4. Discuss legal matters relating to a Lease Agreement between Williamson County and the Williamson County Children's Advocacy Center, Inc.

75. Discuss security assessments or deployments relating to information resources technology; network security information as described by Texas Gov't Code Section 2059.055(b); and/or (3) the deployment, or specific occasions for implementation, of security personnel, critical infrastructure, or security devices. (Executive Session as per Texas Gov't. Code § 551.089).

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

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

REGULAR AGENDA (continued)

78. Discuss and take appropriate action concerning economic development.

79. Discuss and take appropriate action concerning real estate.

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

a. General:

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

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15. Cause No. 23-1061-C368; Heather Lorenzen v. Williamson County; In the 368th Judicial District Court of Williamson County, Texas
16. Civil Action No. 1:23-cv-01120; Jeremy Story v. Williamson County, Texas, et al.; In the United States District Court for the Western District of Texas, Austin Division
17. Civil Action No. 1:23-cv-01117-RP; Adam Mirelez #02413581 v. Llano County, Texas, et al.; In the United States District Court for the Western District of Texas, Austin Division
18. Civil Action No. 1:23-cv-01223-RP; Siddharth Kode v. Williamson County; In the United States District Court for the Western District of Texas, Austin Division
19. Cause No. 2SC-23-0402; Wanda Wolsch v. Johnson Development, et al.; In the Justice Court of Williamson County, Precinct Two

c. Administrative Complaints:

1. EEOC Charge No. 451-2023-00766 - K.B.
2. USERRA Case No. TX-2023-00052-40-R
3. EEOC Charge No. 451-2023-01208

d. Claims:

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e. Other:

1. Legal matters relating to U.S. Fish and Wildlife Service's Final Rule Designating Critical Habitat for the Georgetown and Salado Salamanders.
2. Legal matters pertaining to tax exemptions for private apartment developers under 303.042(f) of the Texas Local Government Code.
3. Legal matters pertaining to DM Medical Billings, LLC.
4. Discuss legal matters relating to a Lease Agreement between Williamson County and the Williamson County Children's Advocacy Center, Inc.

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

82. Comments from Commissioners.

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

_____

Bill Gravell, Jr., County Judge

This notice of meeting was posted in the locked box located on the south side of the Williamson County Courthouse, a place readily accessible to the general public at all times, on the 5th day of January 2024 at 4:00 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: 01/09/2024

Parks Department - Line Item Transfer

Submitted For: Russell Fishbeck **Submitted By:** Russell Fishbeck, Parks

Department: Parks

Agenda Category: Consent

Information

Agenda Item

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

Background

Transfer of funds is necessary to cover unanticipated repair/replacement costs for the chemical injection unit and a water feature pump at the Quarry Splash Pad. Repairs need to occur prior to opening the facility in May for the 2024 summer season.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0510-004509	Facility Enhancements	$33,000.00
To	0100-0510-004510	Facility Repairs	$33,000.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	12/27/2023 09:55 AM
Budget Office	Saira Hernandez	01/04/2024 11:47 AM
Form Started By: Russell Fishbeck		Started On: 12/22/2023 02:19 PM
Final Approval Date: 01/04/2024		

Commissioners Court - Regular Session **4.**

Meeting Date: 01/09/2024

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

Submitted For: Richard Semple **Submitted By:** Tammy McCulley, Information Technology

Department: Information Technology

Agenda Category: Consent

Information

Agenda Item

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

Background

Technology Services is requesting a line-item transfer as an expected bundled purchase will be split to the most appropriate line items and purchased separately.

Fiscal Impact

From/To	Acct No.	Description	Amount
FROM	0100.0503.005740	Computer Equipment > $5,000	$200,510.00
TO	0100.0503.003011	Computer Software < $5,000	$160,510.00
TO	0100.0503.005741	Computer Software > $5,000	$40,000.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	12/27/2023 10:09 AM
Budget Office	Saira Hernandez	12/27/2023 10:27 AM
Information Technology (Originator)	Richard Semple	01/04/2024 09:23 AM
Budget Office	Saira Hernandez	01/04/2024 11:07 AM
Form Started By: Tammy McCulley		Started On: 12/27/2023 09:58 AM
Final Approval Date: 01/04/2024		

Commissioners Court - Regular Session **5.**

Meeting Date: 01/09/2024

Line Item Transfer

Submitted For: Larry Gaddes

Submitted By: Mary Greenway, County Tax Assessor Collector

Department: County Tax Assessor Collector

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a line item transfer for Tax/Assessor Collector.

Background

Line Item Transfer requested to cover a budget shortfall due to an unpredictable price increase in annual hardware maintenance.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0499.003901	Publications	$1,350.00
To	0100.0499.004500	Maintenance Services	$1,350.00

Attachments

Opex Invoice

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	01/03/2024 04:54 PM
Budget Office	Saira Hernandez	01/04/2024 11:07 AM
Form Started By: Mary Greenway		Started On: 01/03/2024 03:13 PM
Final Approval Date: 01/04/2024		

OPEX

INVOICE

INVOICE: 10012406
DATE: 14-SEP-23

OPEX Corporation
305 Commerce Drive
Moorestown,NJ,08057
Phone: 856-727-1100
Fax:856-727-1955
FED ID: 22-2013892

SOLD TO:
#2223011/Site #63792 /ID 2223011
Williamson County Tax
ATTN:Mary Greenway- mary.greenway@wilco.org
904 S. Main Street
Georgetown, TX 78626
United States

SHIP TO:
#2223011/Site #63792 /ID 2223011
Williamson County Tax
ATTN:Mary Greenway- mary.greenway@wilco.org
904 S. Main Street
Georgetown, TX 78626
United States

DUE DATE	COLLECTION TERMS	CUSTOMER PO	ACCT. REPRESENTATIVE	
14-OCT-23	Net 30	Maintenance	Shirley Digiorgio	sdigiorgio@opex.com

INVOICE #	CUSTOMER #	CONTRACT #	CONTRACT PERIOD	BILLING PERIOD
10012406	2223011	US101510	10/01/2023 to 09/30/2024	10/01/2023 to 09/30/2024

ITEM NUMBER	COVERED PRODUCT (QTY)	SERIAL NO	LIST PRICE	NET PRICE	QTY	UOM	EXTENDED PRICE
STD8H/4H	FALCON V+(1)	FVP05128	8,895.00	8,895.00	1	Year	8,895.00
STD8H/4H	FALCON V+|ADJ HEIGHT T STAND|110V|NA|FLVP(1)	FVP05128	695.00	695.00	1	Year	695.00
STD8H/4H	FALCON V+ MICR+ ANNUAL LICENSE FEE(1)	FVP05128	910.00	910.00	1	Year	910.00

	TOTAL GROSS	10,500.00
	TOTAL TAX	0.00
CURRENCY: USD	**INVOICE TOTAL**	10,500.00

Remaining Ballance 8646.93

NOTES:
- Past due accounts are subject to a service charge of 2% per month or such lesser amount as permitted by law.
- Service will be provided in accordance with OPEX's standard contract terms, unless agreed otherwise in writing between the parties.
- The NET Price for REDS (Models 48, 50, 51, or 60) reflects a multiple machine service pricing discount.

936-43 004500
133768 Off Contract

Commissioners Court - Regular Session **6.**

Meeting Date: 01/09/2024

Line Item Transfer

Submitted For: Larry Gaddes

Submitted By: Mary Greenway, County Tax Assessor Collector

Department: County Tax Assessor Collector

Agenda Category: Consent

Information

Agenda Item

Discuss consider and take appropriate action on a line-item transfer for the Tax Assessor/ Collector

Background

This line item transfer is needed to cover stipend for Positions:
Tax Specialist II.1463.001100, EEID: 16464, Basic Bilingual Stipend ($50/month), stipend effective date: 1/19/2024.
Tax Specialist II.1910.001100, EEID: 16098, Basic Bilingual Stipend ($50/month), stipend effective date: 1/19/2024.
Tax Specialist I.1427.001100., EEID: 16755, Basic Bilingual Stipend ($50/month), stipend effective date: 1/19/2024.
Tax Specialist II.1450.001100, EEID: 16785, Basic Bilingual Stipend ($50/month), stipend effective date: 1/19/2024.
Tax Specialist II.1448.001100, EEID: 16342, Basic Bilingual Stipend ($50/month), stipend effective date: 1/19/2024.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0499.003010	Computer Equipment < 5,000	$2,597.70
To	0100.0499.001914	Bilingual Stipend	$2,100.00
To	0100.0499.002010	FICA	$160.65
To	0100.0499.002020	Retirement	$337.05

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	01/03/2024 04:54 PM
Budget Office	Saira Hernandez	01/04/2024 11:07 AM
Form Started By: Mary Greenway		Started On: 01/03/2024 03:45 PM
Final Approval Date: 01/04/2024		

Commissioners Court - Regular Session **7.**

Meeting Date: 01/09/2024

Line Item Transfer

Submitted By: Mary Greenway, County Tax Assessor Collector

Department: County Tax Assessor Collector

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a line item transfer for Tax Assessor-Collector

Background

Line Item Transfer requested to cover a budget shortfall due to unpredictable equipment repair costs for our cash count machines.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0499.003005	Office Furniture	$848.54
To	0100.0499.004544	Repairs to Office Equipment	$848.54

Attachments

Cummins Allison Invoice

Cummins Allison Invoice

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	01/04/2024 10:38 AM
Budget Office	Saira Hernandez	01/04/2024 11:07 AM
Form Started By: Mary Greenway		Started On: 01/04/2024 10:19 AM
Final Approval Date: 01/04/2024		

CUMMINS ALLISON

INVOICE

P.O. BOX 931958
Atlanta, GA 31193-1958
Cummins Local Branch 88 Phone 210-651-8200
Telephone 847-299-9550
D-U-N-S Nbr 00-506-9760
Federal ID 35-0145140

Invoice Number	6843531
Invoice Date	12-13-23
Customer Number	42228
Order Type	Service Order
P.O. Number	MARY
Order Number	49856X

Mail to/Ship to: 42228*6
ATTN: MARY
WILLIAMSON COUNTY TAX ASSR/COL
350 DISCOVERY BLVD
STE 101
CEDAR PARK,TX 78613
UNITED STATES

Terms NET 10
Service date 12-07-23

Part Number	Description	Qty/hours	Amount

SUBTOTAL	718.00
SALES TAX	0.00
INVOICE TOTAL	718.00

CA CUMMINS ALLISON

INVOICE

P.O. BOX 931958
Atlanta, GA 31193-1958
Cummins Local Branch 88 Phone 210-651-8200
Telephone 847-299-9550
D-U-N-S Nbr 00-506-9760
Federal ID 35-0145140

Invoice Number	6843542
Invoice Date	12-13-23
Customer Number	42228
Order Type	Service Order
P.O. Number	MARY
Order Number	51305X

Mail to/Ship to: 42228*5
ATTN: MARY
WILLIAMSON COUNTY TAX ASSR/COL
412 VANCE ST
STE 1
TAYLOR,TX 76574-3506
UNITED STATES

Terms NET 10
Service date 12-11-23

Part Number	Description	Qty/hours	Amount
	SERVICES FOR 406-9902-00 JETSCAN 4062 BSC CF SERIAL NUMBER 14062587910204		
	Ref Nbr: A1150734-1		
MCB88	MINIMUM CHARGE	1.00	455.00
	SERVICES FOR 406-9902-00 JETSCAN 4062 BSC CF SERIAL NUMBER 14062722010260		
	Ref Nbr: A1150734-2		
LA88	HOURLY LABOR	1.00	195.00

SUBTOTAL	650.00
SALES TAX	0.00
INVOICE TOTAL	650.00

Commissioners Court - Regular Session **8.**

Meeting Date: 01/09/2024

Compensation Items

Submitted By: Kayla Marek, Human Resources

Department: Human Resources

Agenda Category: Consent

Information

Agenda Item

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

Background

See attached documentation for details.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Merit Report

Merit LIT

Position Changes

Form Review

Inbox	Reviewed By	Date
Human Resources (Originator)	Laura Cervantes	01/03/2024 05:17 PM
County Judge Exec Asst.	Becky Pruitt	01/04/2024 09:28 AM
Form Started By: Kayla Marek		Started On: 01/03/2024 05:15 PM
Final Approval Date: 01/04/2024		

Department	Position	Emp Num	Current Annual Salary	Merit Amt	Merit%	New Annual Salary	Lump-sum Merit	Pay Proposal Reason	Effective Date of Change
911 Communications	TCO Specialist.0132.001100.	15218	$59,352.61	$2,967.64	5.00	$62,320.25	-	MERIT	19-Jan-24
Animal Services	Sr Animal Care Specialist.2068.001100.	16702	$33,747.63	$674.96	2.00	$34,422.59	-	MERIT	19-Jan-24
Commissioner 1 - admin	Senior Coordinator.0252.001100.	14065	$58,102.28	$2,324.09	4.00	$60,426.37	-	MERIT	19-Jan-24
Commissioner 1 - admin	Executive Assistant.0251.001100.	14064	$84,505.20	$4,225.26	5.00	$88,730.46	-	MERIT	19-Jan-24
Commissioner 2 - admin	Senior Coordinator.1674.001100.	10267	$57,981.48	$1,449.53	2.50	$59,431.01	-	MERIT	5-Jan-24
Commissioner 2 - admin	Project Manager II.0254.001100.	05354	$103,493.26	$763.88	0.74	$104,257.14	$4,410.90	MERIT	5-Jan-24
Facilities Management	Office Administrator.0247.001100.	13361	$65,668.20	$2,955.16	4.50	$68,623.36	-	MERIT	5-Jan-24

				(TO)	(FROM)
entity	fund	dept	object	dr	cr
01	0100	0581	001100	2,967.64	
01	0100	0581	002010	227.02	
01	0100	0581	002020	476.31	
01	0100	8004	001130		2,967.64
01	0100	8004	002010		227.02
01	0100	8004	002020		476.31
01	0545	0545	001100	674.96	
01	0545	0545	001130		674.96
01	0100	0211	001100	6,549.35	
01	0100	0211	001130		6,549.35
01	0100	0212	001100	6,624.31	
01	0100	0212	001130		6,624.31
01	0100	0509	001100	2,955.16	
01	0100	0509	001130		2,955.16

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
0551 Constable Pct. 1	0272	Vacant	N/A	N/A	$105,581.49	$98,745.75	$6,835.74	N/A	Reallocation of position budget to facilitate internal promotion with prior service credit as allowed by policy. Surplus salary from PCN 0272 to PCN 0265	1/5/2024
0551 Constable Pct. 1	0265	Vacant	N/A	N/A	$111,680.61	$118,516.35	N/A	$6,835.74	Reallocation of position budget to facilitate internal promotion with prior service credit as allowed by policy (to step LA.13). Surplus salary from PCN 0272 to PCN 0265	1/5/2024
0475-County Attorney	0029	15749	$72,426.52	$72,426.52	$90,320.90	$84,643.86	$5,677.04	N/A	Reallocation of position budget as allowed by policy. Surplus salary from PCN 0029 to PCN 0020	1/5/2024
0475-County Attorney	0020	Vacant	N/A	N/A	$53,676.29	$59,353.33	N/A	$5,677.04	Reallocation of position budget as allowed by policy. Surplus salary from PCN 0029 to PCN 0020	1/5/2024
0475-County Attorney	0015	16533	$44,141.69	$44,141.69	$44,993.89	$44,535.58	$458.31	N/A	Reallocation of position budget as allowed by policy. Surplus salary from PCN 0015 to PCN 0030	1/5/2024
0475-County Attorney	0030	Vacant	N/A	N/A	$43,683.38	$44,141.69	N/A	$458.31	Reallocation of position budget as allowed by policy. Surplus salary from PCN 0015 to PCN 0030	1/5/2024

Department Number and Name	PCN	EE ID	Current Annual Salary	*New Annual Salary	Current Position Budget Amount	*New Position Budget Amount	Reduction to Position Budget	Increase to Position Budget	Change notes	Earliest Oracle Effective Date
0210 Unified Road Systems	1671	15904	$50,000.00	$50,000.00	$54,443.68	$50,713.64	$3,730.04	N/A	Reallocation of position budget to faciliate a position conversion as allowed by policy. Surplus salary from PCN 1671 to PCN 1527.	1/19/2024
0210 Unified Road Systems	1527	11542	$61,269.96	$65,000.00	$61,269.96	$65,000.00	N/A	$3,730.04	Conversion with Title and Grade change: From Operator IV (B.25) to Foreman (B.27). Reallocation of position budget to faciliate a position conversion as allowed by policy. Surplus salary from PCN 1671 to PCN 1527.	1/19/2024
0210 Unified Road Systems	1586	16570	$48,214.42	$48,214.42	$50,281.01	$48,214.42	$2,066.59	N/A	Reallocation of position budget as allowed by policy. Surplus salary from PCNs 1586, 1521, 1510, 1578, 1560, 1561, 1541, 1532, 1671, 1997, 1502, 1592, 1572, 1882 to PCN 1602	1/19/2024
0210 Unified Road Systems	1521	16478	$44,000.01	$44,000.01	$44,236.69	$44,000.01	$236.68	N/A	Reallocation of position budget as allowed by policy. Surplus salary from PCNs 1586, 1521, 1510, 1578, 1560, 1561, 1541, 1532, 1671, 1997, 1502, 1592, 1572, 1882 to PCN 1602	1/19/2024
0210 Unified Road Systems	1510	16592	$44,000.01	$44,000.01	$44,506.40	$44,000.01	$506.39	N/A	Reallocation of position budget as allowed by policy. Surplus salary from PCNs 1586, 1521, 1510, 1578, 1560, 1561, 1541, 1532, 1671, 1997, 1502, 1592, 1572, 1882 to PCN 1602	1/19/2024

Department Number and Name	PCN	EE ID	Current Annual Salary	*New Annual Salary	Current Position Budget Amount	*New Position Budget Amount	Reduction to Position Budget	Increase to Position Budget	Change notes	Earliest Oracle Effective Date
0210 Unified Road Systems	1578	16324	$46,200.00	$46,200.00	$46,501.27	$46,200.00	$301.27	N/A	Reallocation of position budget as allowed by policy. Surplus salary from PCNs 1586, 1521, 1510, 1578, 1560, 1561, 1541, 1532, 1671, 1997, 1502, 1592, 1572, 1882 to PCN 1602	1/19/2024
0210 Unified Road Systems	1560	16302	$46,200.00	$46,200.00	$46,999.99	$46,200.00	$799.99	N/A	Reallocation of position budget as allowed by policy. Surplus salary from PCNs 1586, 1521, 1510, 1578, 1560, 1561, 1541, 1532, 1671, 1997, 1502, 1592, 1572, 1882 to PCN 1602	1/19/2024
0210 Unified Road Systems	1561	13290	$44,000.01	$44,000.01	$44,501.68	$44,000.01	$501.67	N/A	Reallocation of position budget as allowed by policy. Surplus salary from PCNs 1586, 1521, 1510, 1578, 1560, 1561, 1541, 1532, 1671, 1997, 1502, 1592, 1572, 1882 to PCN 1602	1/19/2024
0210 Unified Road Systems	1541	16620	$44,000.01	$44,000.01	$47,308.66	$44,628.97	$2,679.69	N/A	Reallocation of position budget as allowed by policy. Surplus salary from PCNs 1586, 1521, 1510, 1578, 1560, 1561, 1541, 1532, 1671, 1997, 1502, 1592, 1572, 1882 to PCN 1602	1/19/2024
0210 Unified Road Systems	1532	16522	$44,000.01	$44,000.01	$44,133.85	$44,000.01	$133.84	N/A	Reallocation of position budget as allowed by policy. Surplus salary from PCNs 1586, 1521, 1510, 1578, 1560, 1561, 1541, 1532, 1671, 1997, 1502, 1592, 1572, 1882 to PCN 1602	1/19/2024

Department Number and Name	PCN	EE ID	Current Annual Salary	*New Annual Salary	Current Position Budget Amount	*New Position Budget Amount	Reduction to Position Budget	Increase to Position Budget	Change notes	Earliest Oracle Effective Date
0210 Unified Road Systems	1671	15904	$50,000.00	$50,000.00	$50,713.64	$50,000.00	$713.64	N/A	Reallocation of position budget as allowed by policy. Surplus salary from PCNs 1586, 1521, 1510, 1578, 1560, 1561, 1541, 1532, 1671, 1997, 1502, 1592, 1572, 1882 to PCN 1602	1/19/2024
0210 Unified Road Systems	1997	15716	$47,916.00	$47,916.00	$48,323.83	$47,916.00	$407.83	N/A	Reallocation of position budget as allowed by policy. Surplus salary from PCNs 1586, 1521, 1510, 1578, 1560, 1561, 1541, 1532, 1671, 1997, 1502, 1592, 1572, 1882 to PCN 1602	1/19/2024
0210 Unified Road Systems	1502	Vacant	N/A	N/A	$104,847.98	$103,420.54	$1,427.44	N/A	Reallocation of position budget as allowed by policy. Surplus salary from PCNs 1586, 1521, 1510, 1578, 1560, 1561, 1541, 1532, 1671, 1997, 1502, 1592, 1572, 1882 to PCN 1602	1/19/2024
0210 Unified Road Systems	1592	Vacant	N/A	N/A	$43,560.34	$43,000.00	$560.34	N/A	Reallocation of position budget as allowed by policy. Surplus salary from PCNs 1586, 1521, 1510, 1578, 1560, 1561, 1541, 1532, 1671, 1997, 1502, 1592, 1572, 1882 to PCN 1602	1/19/2024
0210 Unified Road Systems	1572	Vacant	N/A	N/A	$43,260.00	$43,000.00	$260.00	N/A	Reallocation of position budget as allowed by policy. Surplus salary from PCNs 1586, 1521, 1510, 1578, 1560, 1561, 1541, 1532, 1671, 1997, 1502, 1592, 1572, 1882 to PCN 1602	1/19/2024

Department Number and Name	PCN	EE ID	Current Annual Salary	*New Annual Salary	Current Position Budget Amount	*New Position Budget Amount	Reduction to Position Budget	Increase to Position Budget	Change notes	Earliest Oracle Effective Date
0210 Unified Road Systems	1882	Vacant	N/A	N/A	$43,368.96	$43,000.00	$368.96	N/A	Reallocation of position budget as allowed by policy. Surplus salary from PCNs 1586, 1521, 1510, 1578, 1560, 1561, 1541, 1532, 1671, 1997, 1502, 1592, 1572, 1882 to PCN 1602	1/19/2024
0210 Unified Road Systems	1602	Vacant	N/A	N/A	$46,611.80	$57,576.13	N/A	$10,964.33	Reallocation of position budget as allowed by policy. Surplus salary from PCNs 1586, 1521, 1510, 1578, 1560, 1561, 1541, 1532, 1671, 1997, 1502, 1592, 1572, 1882 to PCN 1602	1/19/2024
0576- Juvenile Services	1081	16127	$72,426.64	$72,426.64	$80,756.26	$77,768.91	$2,987.35	N/A	Reallocation of position budget to facilitate external hire as allowed by policy. Surplus salary from PCN 1081 to PCN 1035	1/19/2024
0576- Juvenile Services	1035	N/A	N/A	N/A	$55,984.24	$58,971.59	N/A	$2,987.35	Reallocation of position budget to facilitate external hire as allowed by policy. Surplus salary from PCN 1081 to PCN 1035	1/19/2024

*Amount may vary slightly due to Oracle rounding

Commissioners Court - Regular Session **9.**

Meeting Date: 01/09/2024

Assets for Auction Monthly Report 01.09.24

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on acknowledging the Purchasing Department monthly report of asset dispositions through Auction, pursuant to Texas Local Government Code 263.152, for the period of 12.01.23-12.22.23.

Background

Please see the attached list for details.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

December Auction Assets Report

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	01/03/2024 12:26 PM
County Judge Exec Asst.	Becky Pruitt	01/03/2024 01:20 PM
Form Started By: Misty Brooks		Started On: 12/05/2023 04:39 PM
Final Approval Date: 01/03/2024		

"December 2023 | Monthly Report | **Court Date:** | 01.09.24

Williamson County - Assets for Auction

Agenda #: 33200

Item	Serial Number	Quantity	Department
Miscellaneous Office Chairs		6	911 Communications
Office chair		1	911 Communications
Rolling File Cabinet		1	911 Communications
Round 3ft Table with Steel Legs		1	Building Maintenance
9"x14" flood light fixture...black iron, glass faceplate		16	Building Maintenance
Hunter irrigation control boards for outdoor use	Md ACC-99d	22	Building Maintenance
Hunter irrigation flow sensors for outdoor use	Md ACC	12	Building Maintenance
small 2.5ft x 4ft, 3.5 ft high table. Metal legs wood top		1	Building Maintenance
White 2 drawer small cube shaped file cabinet		1	Building Maintenance
3x1.5 ft orange table top cabinet		1	Building Maintenance
3x5 ft metal table		1	Building Maintenance
Dymo Label Writer	1750283-2C88760	1	Constables 1
Dymo Label Writer	1750283-2444587	1	Constables 1
Sentry Safe Model S3110		1	Constables 1
HP Envy 7640 Printer	TH7524Y29P	1	Constables 1
HP Envy 7640 Printer	TH7534Y29F	1	Constables 1
Uniform Pants		8	Constables 1
HON Desk 66x30		1	Constables 1
HON Hutch		1	Constables 1
HP Envy 7640 Ink Jet Printer	EW43-80016	1	Constables 1
Desk Wooden		1	County Attorney
Credenza		1	County Attorney
Stool and Arm Chairs		7	County Auditor
Round Tables		2	County Auditor
Credenza		1	County Auditor
Desk with Hutch		1	County Auditor
Desktop Calculator/Adding Machine, Misc desk organization supplies		4	County Auditor
Printer	CNDRP8D2DC9	1	CSCD
Printer	MXBPM8M1M3	1	CSCD
Printer	U61443G7J17343	1	CSCD
Printer	U62269F9J160064	1	CSCD
Printer	VNGL21482	1	CSCD
Docking-Dell	CP27G23	1	CSCD
Docking-Dell	2C77XWZ	1	CSCD
Monitor-Dell	17419480383	1	CSCD
Monitor-Dell	CN-0C7163-340-2341	1	CSCD
Laptop-Dell	9W74X33	1	CSCD
Laptop-Dell	FB81X33	1	CSCD
Laptop-Dell	8Z25X33	1	CSCD
Laptop-Dell	4Z45X33	1	CSCD
Laptop-Dell	G9C6X33	1	CSCD
Laptop-Dell	8033X33	1	CSCD
Laptop-Dell	9D126857Q	1	CSCD
Laptop-Dell	N0XM09AA02631011513400	1	CSCD
Computer	BX8NHL1	1	CSCD
Computer	MJ068ZUW	1	CSCD
Two drawer filing cabinet		2	Emergency Medical Services
Monitor	P2017HC	1	Health District
Monitor	3581B42	1	Health District
Monitor	U2412MB	1	Health District
Hole Punchers		4	Health District
Vaccine portable refridgeration freezer	SPRF 26-2	10	Health District
Gray office chair		1	Health District
Dell Vostro 3500	707M7L1	1	Health District
Dell Vostro 3500	JXBD5N1	1	Health District
Dell Latitude 5590	HMFVRQ2	1	Health District
Dell Latitude 5590	3JMVRQ2	1	Health District
Dell Latitude 5590	HYT7NV2	1	Health District
Dell Latitude 5501	JZ72453	1	Health District
Dell Latitude 5511	DSP8M53	1	Health District
Dell Latitude 5501	518V433	1	Health District

Dell Latitude 5501	3SC1453	1	Health District
Keyboards with mouse	KB212-B	3	Health District
Keyboards without mouse	KB212B	2	Health District
Monitor stands		2	Health District
Computer bags		5	Health District
Dell Latitude 5501	2FY0453	1	Health District
Dell Latitude 5289	6HF85M2	1	Health District
Dell Latitude 5289	6FF85M2	1	Health District
Dell Latitude 5289	3MMQ4M2	1	Health District
Dell Latitude 5289	74SQ4M2	1	Health District
Dell Latitude 5289	JBMQ4M2	1	Health District
Dell Latitude 5300 2-in-1	6TW0PT2	1	Health District
Dell Latitude 5289	GHMQ4M2	1	Health District
Dell Latitude 5289	HDMQ4M2	1	Health District
Dell Latitude 5501	6HB52Z2	1	Health District
APC	3B1837X24966	1	Health District
Desktop tower	J955KQ2	1	Health District
Desktop tower	FFP56K2	1	Health District
Gray office chair		1	Health District
Dell Precision 3541	6S56X33	1	Information Systems
Dell WYSE Dx0D	CNX8W72	1	Information Systems
Dell WYSE Dx0D	1Z6JW72	1	Information Systems
Dell OptiPlex 7070	1QVQNY2	1	Information Systems
Dell Latitude 5501	4M34P13	1	Information Systems
Dell Latitude E6510	H0SH1Q1	1	Information Systems
Panasonic Toughbook CF-33	9FTSC70068	1	Information Systems
Panasonic Toughbook CF-33	9FTSC70081	1	Information Systems
Panasonic Toughbook CF-33	8LTSA49862	1	Information Systems
Dell Latitude 5300	91mmkw2	1	Information Systems
Dell Latitude 5300	7xpllw2	1	Information Systems
Dell Latitude 5310	bnd8203	1	Information Systems
Dell Latitude 5511	5pnbm53	1	Information Systems
Dell Latitude 3500	cfx2mw2	1	Information Systems
Dell 34" monitor	9F73J53	1	Information Systems
Panasonic Toughbook CF-33	9FTSC70081	1	Information Systems
Panasonic Toughbook CF-33	8LTSA49862	1	Information Systems
Dell Latitude 5310	HLGV103	1	Information Systems
Box of misc cables		4	Information Systems
Tripp Lite Smart 1500RMXL2UA	2848EY0SM820500487	1	Information Systems
APC SMX750	AS1633144573	1	Information Systems
Water Coolers		2	Juvenile Services
Large Table to Paper Cutter		1	Juvenile Services
Dell Latitude 5511	C54KM33	1	Parks
Olive Green, Uniform Tactical Pants		32	Parks
Button Down, Tan, Uniform Work Shirts		7	Parks
Olive Green, Uniform Tactical Pants		20	Parks
Button Down, Tan, Uniform Work Shirts		25	Parks
Uniform Hats		11	Parks
Uniform Jacket		1	Parks
Dell OptiPlex 7090	CRV7PK3	1	Sheriffs Office
Dell OptiPlex 7070	CKN0853	1	Sheriffs Office
Dell OptiPlex 7070	B4XLH13	1	Sheriffs Office
Dell OptiPlex 7080	GZPYZB3	1	Sheriffs Office
small metal desk with hutch		1	Sheriffs Office
wooden table		1	Sheriffs Office
Dell Optiplex 7010	CRRR9Z1	1	Sheriffs Office
Dell Latitude 5580 laptop	D5CXGH2	1	Sheriffs Office
24" Gateway Monitor	MEY82 D0R 01167	1	Sheriffs Office
Metal 4 Drawer Filing Cabinet		1	Sheriffs Office
3-shelf wooden bookcase		1	Sheriffs Office
Dell Docking stations		3	Sheriffs Office
Small Vizio TV		1	Veteran Services
Small shredder		1	Veteran Services

Asset Status Change

Title:	i:0#.f|membership|jeff.spencer@wilco.org - 08-11-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	6
1. Description:	Miscelleneous Office Chairs
1. Manufacturer ID #:	Not in Oracle
1. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	Office Chair- broken
2. Manufacturer ID #:	Not in oracle
2. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
2. Condition of Assets:	Non-Working
3. Quantity (Mandatory):	1
3. Description:	Rolling File Cabinet
3. Manufacturer ID #:	Not in Oracle
3. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
3. Condition of Assets:	Working
Transferring Dept.:	911 Communications
Transferring Dept. Contact Person	Jeff Spencer
Transferring Dept. Contact Ph#:	3-1390
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Kate Wolf 11/8/2023 12:56 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	1/9/2024
Agenda Item:	33200
Asset(s) delivered to warehouse on:	11/8/2023
Delivered to warehouse by:	Joshua Henderson

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|jeff.malcolm@wilco.org - 08-11-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Round 3 ft table with steel legs.
1. Manufacturer ID #:	n/a
1. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
1. Condition of Assets:	Working
Transferring Dept.:	Building Maintenance
Transferring Dept. Contact Person	Jeff Malcolm
Transferring Dept. Contact Ph#:	5129433308
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Gina Wrehsnig 11/8/2023 2:34 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	1/9/2024
Agenda Item:	33200
Asset(s) delivered to warehouse on:	11/14/2023
Delivered to warehouse by:	Brian Kammerer

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|jeff.malcolm@wilco.org - 16-11-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	16
1. Description:	9"x14" flood light fixture...black iron, glass faceplate
1. Manufacturer ID #:	n/a
1. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
1. Condition of Assets:	Working
Transferring Dept.:	Building Maintenance
Transferring Dept. Contact Person	Jeff Malcolm
Transferring Dept. Contact Ph#:	5129433308
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Gina Wrehsnig 11/16/2023 8:53 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	1/9/2024
Agenda Item:	33200
Asset(s) delivered to warehouse on:	12/5/2023
Delivered to warehouse by:	Brian Kammerer

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|jeff.malcolm@wilco.org - 30-11-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	22
1. Description:	Hunter irrigation control boards for outdoor use
1. Manufacturer ID #:	Md ACC-99d
1. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	12
2. Description:	Hunter irrigation flow sensors for outdoor use
2. Manufacturer ID #:	Md ACC
2. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
2. Condition of Assets:	Working
Transferring Dept.:	Building Maintenance
Transferring Dept. Contact Person	Jeff Malcolm
Transferring Dept. Contact Ph#:	5129433308
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Gina Wrehsnig 11/30/2023 3:27 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	1/9/2024
Agenda Item:	33200
Asset(s) delivered to warehouse on:	12/5/2023
Delivered to warehouse by:	Brian Kammerer

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|jeff.malcolm@wilco.org - 05-12-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	small 2.5ft x 4ft, 3.5 ft high table. Metal legs wood top
1. Manufacturer ID #:	n/a
1. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	White 2 drawer small cube shaped file cabinet
2. Manufacturer ID #:	n/a
2. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
2. Condition of Assets:	Working
Transferring Dept.:	Building Maintenance
Transferring Dept. Contact Person	Jeff Malcolm
Transferring Dept. Contact Ph#:	5129433308
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Gina Wrehsnig 12/5/2023 11:44 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	1/9/2024
Agenda Item:	33200

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|jeff.malcolm@wilco.org - 13-12-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	3x 1.5 ft orange table top cabinet
1. Manufacturer ID #:	n/a
1. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
1. Condition of Assets:	Working
Transferring Dept.:	Building Maintenance
Transferring Dept. Contact Person	Jeff Malcolm
Transferring Dept. Contact Ph#:	512-943-3308
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Gina Wrehsnig 12/13/2023 1:30 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	1/9/2024
Agenda Item:	33200
Asset(s) delivered to warehouse on:	12/13/2023
Delivered to warehouse by:	Brian Kammerer

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|jeff.malcolm@wilco.org - 20-12-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	3 x 5 ft metal table
1. Manufacturer ID #:	n/a
1. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
1. Condition of Assets:	Working
Transferring Dept.:	Building Maintenance
Transferring Dept. Contact Person	Jeff Malcolm
Transferring Dept. Contact Ph#:	5129433308
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Gina Wrehsnig 12/20/2023 12:55 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	1/9/2024
Agenda Item:	33200
Asset(s) delivered to warehouse on:	11/9/2023
Delivered to warehouse by:	Joshua Henderson

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|patrick.youngren@wilco.org - 17-11-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	2
1. Description:	Dymo Label Writer
1. Manufacturer ID #:	SN: 1750283-2C88760 & 1750283-2444587
1. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
1. Condition of Assets:	Non-Working
2. Quantity (Mandatory)::	1
2. Description:	Sentry Safe Model S3110
2. Manufacturer ID #:	None
2. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
2. Condition of Assets:	Non-Working
3. Quantity (Mandatory):	2
3. Description:	HP Envy 7640 Printer
3. Manufacturer ID #:	SN: TH7524Y29P & TH7534Y29F
3. Oracle Asset #:	NOT FOUND IN ORACLE
3. Condition of Assets:	Non-Working
4. Quantity (Mandatory):	8
4. Description:	Uniform pants
4. Manufacturer ID #:	None
4. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
4. Condition of Assets:	Working
Transferring Dept.:	Constables 1
Transferring Dept. Contact Person	Patrick Youngren
Transferring Dept. Contact Ph#:	512-244-8658
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ PATRICK YOUNGREN 11/17/2023 9:01 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	1/9/2024
Agenda Item:	33200
Asset(s) delivered to warehouse on:	12/5/2023

Delivered to warehouse by:	Brian Kammerer

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|patrick.youngren@wilco.org - 19-12-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	HON DESK 66X30 Asset 42371
1. Manufacturer ID #:	n/a
1. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
1. Condition of Assets:	Non-Working
2. Quantity (Mandatory)::	1
2. Description:	HON HUTCH Asset 42012
2. Manufacturer ID #:	n/a
2. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
2. Condition of Assets:	Non-Working
3. Quantity (Mandatory):	1
3. Description:	HP Envy 7640 Ink Jet Printer
3. Manufacturer ID #:	EW43-80016
3. Oracle Asset #:	NOT FOUND IN ORACLE
3. Condition of Assets:	Working
Transferring Dept.:	Constables 1
Transferring Dept. Contact Person	Patrick Youngren
Transferring Dept. Contact Ph#:	Patrick.Youngren@wil
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ PATRICK YOUNGREN 12/19/2023 10:34 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	1/9/2024
Agenda Item:	33202

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|slloyd@wilco.org - 06-11-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Desk wooden
1. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	Credenza
2. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
2. Condition of Assets:	Working
Transferring Dept.:	County Attorney
Transferring Dept. Contact Person	Stephanie Lloyd
Transferring Dept. Contact Ph#:	512-943-1116
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Stephanie Lloyd 11/6/2023 3:23 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	1/9/2024
Agenda Item:	33200
Asset(s) delivered to warehouse on:	11/9/2023
Delivered to warehouse by:	Joshua Henderson

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|roxanne.salone@wilco.org - 05-12-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	7
1. Description:	Stool and Arm Chairs
1. Manufacturer ID #:	N/A
1. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	2
2. Description:	Round Table
2. Manufacturer ID #:	N/A
2. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	Credenza
3. Manufacturer ID #:	N/A
3. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
3. Condition of Assets:	Working
4. Quantity (Mandatory):	1
4. Description:	Desk with hutch
4. Manufacturer ID #:	N/A
4. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
4. Condition of Assets:	Working
5. Quantity (Mandatory):	4
5. Description	Desktop Calculator/Adding Machine, Misc desk organization supplies
5. Manufacturer ID #	N/A
5. Oracle Asset #	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
5. Condition of Assets	Unknown
Transferring Dept.:	County Auditor
Transferring Dept. Contact Person	David Cortright
Transferring Dept. Contact Ph#:	512-943-1560
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Jalyn Morris 12/5/2023 9:16 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘

Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	
Purchasing Final Determination	Auction
Court Date:	1/9/2024
Agenda Item:	33200

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|renee.saucedo@wilco.org - 29-11-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	5
1. Description:	Printers-Brother, HP
1. Manufacturer ID #:	CNDRP8D2DC9, MXBPM8M1M3, U61443G7J17343, U62269F9J160064, VNGL21482
1. Oracle Asset #:	NOT FOUND IN ORACLE
1. Condition of Assets:	Non-Working
2. Quantity (Mandatory)::	2
2. Description:	Dockings- Dell
2. Manufacturer ID #:	CP27G23, 2C77XWZ
2. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
2. Condition of Assets:	Non-Working
3. Quantity (Mandatory):	2
3. Description:	Monitors- Dell
3. Manufacturer ID #:	17419480383, CN-0C7163-340-2341
3. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
3. Condition of Assets:	Non-Working
4. Quantity (Mandatory):	8
4. Description:	Laptops-DELL
4. Manufacturer ID #:	9W74X33, FB81X33, 8Z25X33, 4Z45X33, G9C6X33, 8033X33, 9D126857Q, N0XM09AA02631011513400
4. Oracle Asset #:	242426, 242434, 242386, 242377, 242436, 242384
4. Condition of Assets:	Non-Working
5. Quantity (Mandatory):	2
5. Description	COMPUTERS- Dell, Acer
5. Manufacturer ID #	BX8NHL1, MJ068ZUW
5. Oracle Asset #	NOT FOUND IN ORACLE
5. Condition of Assets	Non-Working
Transferring Dept.:	CSCD - State Purchased
Transferring Dept. Contact Person	Kathy Blankenship
Transferring Dept. Contact Ph#:	512-943-3517
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Melissa Ramos 11/29/2023 11:06 AM

Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	1/9/2024
Agenda Item:	33200

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|jessica.toothman@wilco.org - 08-11-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	2
1. Description:	Two drawer filing cabinet
1. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
1. Condition of Assets:	Unknown
Transferring Dept.:	Emergency Med Services
Transferring Dept. Contact Person	Jessica Toothman
Transferring Dept. Contact Ph#:	5120431283
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Jessica Toothman 11/8/2023 9:10 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	1/9/2024
Agenda Item:	33200
Asset(s) delivered to warehouse on:	11/8/2023
Delivered to warehouse by:	Joshua Henderson

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|biviana.beltran@wilco.org - 06-11-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	3
1. Description:	key boards with mouse
1. Manufacturer ID #:	KB212-B
1. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	2
2. Description:	Key boards with out mouse
2. Manufacturer ID #:	KB212B
2. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
2. Condition of Assets:	Working
3. Quantity (Mandatory):	2
3. Description:	Monitor stands
3. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
3. Condition of Assets:	Working
4. Quantity (Mandatory):	5
4. Description:	computer bags
4. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
4. Condition of Assets:	Working
Transferring Dept.:	Health District - State Purchased
Transferring Dept. Contact Person	Biviana Beltran
Transferring Dept. Contact Ph#:	512-248-3257
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Michelle Broddrick 12/4/2023 10:37 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	1/9/2024
Agenda Item:	33200

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|biviana.beltran@wilco.org - 06-11-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Monitor
1. Manufacturer ID #:	P2017HC
1. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	Montor
2. Manufacturer ID #:	3581B42
2. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	Monitor
3. Manufacturer ID #:	U2412MB
3. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
3. Condition of Assets:	Working
4. Quantity (Mandatory):	4
4. Description:	2 Hole punchers
4. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
4. Condition of Assets:	Working
5. Quantity (Mandatory):	10
5. Description	Vaccine portable refridgeration freezer
5. Manufacturer ID #	SPRF 26-2
5. Oracle Asset #	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
5. Condition of Assets	Non-Working
Transferring Dept.:	Health District - State Purchased
Transferring Dept. Contact Person	Biviana Beltran
Transferring Dept. Contact Ph#:	512-248-3257
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Michelle Broddrick 12/4/2023 11:18 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘

Purchasing Final Determination	Auction
Court Date:	1/9/2024
Agenda Item:	33200

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|natalie.williams@wilco.org - 08-11-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	gray office chair
1. Oracle Asset #:	NOT FOUND IN ORACLE
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	Dell Vostro 3500
2. Manufacturer ID #:	707M7L1
2. Oracle Asset #:	NOT FOUND IN ORACLE
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	Dell Vostro 3500
3. Manufacturer ID #:	JXBD5N1
3. Oracle Asset #:	NOT FOUND IN ORACLE
3. Condition of Assets:	Working
4. Quantity (Mandatory):	1
4. Description:	Dell Latitude 5590
4. Manufacturer ID #:	HMFVRQ2
4. Oracle Asset #:	NOT FOUND IN ORACLE
4. Condition of Assets:	Working
5. Quantity (Mandatory):	1
5. Description	Dell Latitude 5590
5. Manufacturer ID #	3JMVRQ2
5. Oracle Asset #	NOT FOUND IN ORACLE
5. Condition of Assets	Working
Transferring Dept.:	Health District - State Purchased
Transferring Dept. Contact Person	Natalie Williams
Transferring Dept. Contact Ph#:	9712942662
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Michelle Broddrick 12/4/2023 9:28 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘

Purchasing Final Determination	Auction
Court Date:	1/9/2024
Agenda Item:	33200

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|natalie.williams@wilco.org - 16-11-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell Latitude 5501
1. Manufacturer ID #:	2FY0453
1. Oracle Asset #:	NOT FOUND IN ORACLE
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	Dell Latitude 5289
2. Manufacturer ID #:	6HF85M2
2. Oracle Asset #:	NOT FOUND IN ORACLE
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	Dell Latitude 5289
3. Manufacturer ID #:	6FF85M2
3. Oracle Asset #:	NOT FOUND IN ORACLE
3. Condition of Assets:	Working
4. Quantity (Mandatory):	1
4. Description:	Dell Latitude 5289
4. Manufacturer ID #:	3MMQ4M2
4. Oracle Asset #:	NOT FOUND IN ORACLE
4. Condition of Assets:	Working
5. Quantity (Mandatory):	1
5. Description	Dell Latitude 5289
5. Manufacturer ID #	74SQ4M2
5. Oracle Asset #	NOT FOUND IN ORACLE
5. Condition of Assets	Working
Transferring Dept.:	Health District - State Purchased
Transferring Dept. Contact Person	Natalie Williams
Transferring Dept. Contact Ph#:	9712942262
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Michelle Broddrick 12/4/2023 9:33 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘

Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	
Purchasing Final Determination	Auction
Court Date:	1/9/2024
Agenda Item:	33200

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|natalie.williams@wilco.org - 16-11-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell Latitude 5289
1. Manufacturer ID #:	JBMQ4M2
1. Oracle Asset #:	NOT FOUND IN ORACLE
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	Dell Latitude 5300 2-in-1
2. Manufacturer ID #:	6TW0PT2
2. Oracle Asset #:	NOT FOUND IN ORACLE
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	Dell Latitude 5289
3. Manufacturer ID #:	GHMQ4M2
3. Oracle Asset #:	NOT FOUND IN ORACLE
3. Condition of Assets:	Working
4. Quantity (Mandatory):	1
4. Description:	Dell Latitude 5289
4. Manufacturer ID #:	HDMQ4M2
4. Oracle Asset #:	NOT FOUND IN ORACLE
4. Condition of Assets:	Working
5. Quantity (Mandatory):	1
5. Description	Dell Latitude 5501
5. Manufacturer ID #	6HB52Z2
5. Oracle Asset #	NOT FOUND IN ORACLE
5. Condition of Assets	Working
Transferring Dept.:	Health District - State Purchased
Transferring Dept. Contact Person	Natalie Williams
Transferring Dept. Contact Ph#:	9712942262
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Michelle Broddrick 12/4/2023 9:52 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘

Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	
Purchasing Final Determination	Auction
Court Date:	1/9/2024
Agenda Item:	33200

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|natalie.williams@wilco.org - 16-11-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	APC
1. Manufacturer ID #:	3B1837X24966
1. Oracle Asset #:	NOT FOUND IN ORACLE
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	desktop tower
2. Manufacturer ID #:	J955KQ2
2. Oracle Asset #:	213915
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	desktop tower
3. Manufacturer ID #:	FFP56K2
3. Oracle Asset #:	193786
3. Condition of Assets:	Working
4. Quantity (Mandatory):	1
4. Description:	gray office chair
4. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
4. Condition of Assets:	Working
Transferring Dept.:	Health District - State Purchased
Transferring Dept. Contact Person	Natalie Williams
Transferring Dept. Contact Ph#:	9712942262
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Michelle Broddrick 12/4/2023 9:53 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	1/9/2024
Agenda Item:	33200

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|natalie.williams@wilco.org - 16-11-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell Latitude 5590
1. Manufacturer ID #:	HYT7NV2
1. Oracle Asset #:	NOT FOUND IN ORACLE
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	Dell Latitude 5501
2. Manufacturer ID #:	JZ72453
2. Oracle Asset #:	NOT FOUND IN ORACLE
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	Dell Latitude 5511
3. Manufacturer ID #:	DSP8M53
3. Oracle Asset #:	NOT FOUND IN ORACLE
3. Condition of Assets:	Working
4. Quantity (Mandatory):	1
4. Description:	Dell Latitude 5501
4. Manufacturer ID #:	518V433
4. Oracle Asset #:	NOT FOUND IN ORACLE
4. Condition of Assets:	Working
5. Quantity (Mandatory):	1
5. Description	Dell Latitude 5501
5. Manufacturer ID #	3SC1453
5. Oracle Asset #	NOT FOUND IN ORACLE
5. Condition of Assets	Working
Transferring Dept.:	Health District - State Purchased
Transferring Dept. Contact Person	Natalie Williams
Transferring Dept. Contact Ph#:	9712942262
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Michelle Broddrick 12/4/2023 9:27 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘

Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	
Purchasing Final Determination	Auction
Court Date:	1/9/2024
Agenda Item:	33200

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|sarina.gonzalez@wilco.org - 06-11-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell Precision 3541 Wilco #16761
1. Manufacturer ID #:	6S56X33
1. Oracle Asset #:	241474
1. Condition of Assets:	Unknown
Transferring Dept.:	Information Systems
Transferring Dept. Contact Person	Sarina Gonzalez
Transferring Dept. Contact Ph#:	512-943-3624
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Holly Shell 11/7/2023 8:40 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	1/9/2024
Agenda Item:	33200
Asset(s) delivered to warehouse on:	11/21/2023
Delivered to warehouse by:	Brian Kammerer

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|sarina.gonzalez@wilco.org - 17-11-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Panasonic Toughbook CF-33 Wilco #15479
1. Manufacturer ID #:	9FTSC70068
1. Oracle Asset #:	NOT FOUND IN ORACLE
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	1
2. Description:	Panasonic Toughbook CF-33 Wilco #15480
2. Manufacturer ID #:	9FTSC70081
2. Oracle Asset #:	NOT FOUND IN ORACLE
2. Condition of Assets:	Unknown
3. Quantity (Mandatory):	1
3. Description:	Panasonic Toughbook CF-33 Wilco #11548
3. Manufacturer ID #:	8LTSA49862
3. Oracle Asset #:	NOT FOUND IN ORACLE
3. Condition of Assets:	Unknown
Transferring Dept.:	Information Systems
Transferring Dept. Contact Person	Sarina Gonzalez
Transferring Dept. Contact Ph#:	512-943-3624
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Julie Schultz 11/20/2023 8:10 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	1/9/2024
Agenda Item:	33200
Asset(s) delivered to warehouse on:	11/21/2023
Delivered to warehouse by:	Brian Kammerer

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|sarina.gonzalez@wilco.org - 17-11-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell WYSE Dx0D
1. Manufacturer ID #:	CNX8W72
1. Oracle Asset #:	146378
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	1
2. Description:	Dell WYSE Dx0D
2. Manufacturer ID #:	1Z6JW72
2. Oracle Asset #:	146360
2. Condition of Assets:	Unknown
3. Quantity (Mandatory):	1
3. Description:	Dell OptiPlex 7070 Wilco #11543
3. Manufacturer ID #:	1QVQNY2
3. Oracle Asset #:	226204
3. Condition of Assets:	Unknown
4. Quantity (Mandatory):	1
4. Description:	Dell Latitude 5501 Wilco #11631
4. Manufacturer ID #:	4M34P13
4. Oracle Asset #:	238341
4. Condition of Assets:	Unknown
5. Quantity (Mandatory):	1
5. Description	Dell Latitude E6510 Wilco #5815
5. Manufacturer ID #	H0SH1Q1
5. Oracle Asset #	56246
5. Condition of Assets	Unknown
Transferring Dept.:	Information Systems
Transferring Dept. Contact Person	Sarina Gonzalez
Transferring Dept. Contact Ph#:	512-943-3624
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Julie Schultz 11/20/2023 8:10 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘

Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	
Purchasing Final Determination	Auction
Court Date:	1/9/2024
Agenda Item:	33200
Asset(s) delivered to warehouse on:	11/21/2023
Delivered to warehouse by:	Brian Kammerer

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|sarina.gonzalez@wilco.org - 15-12-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell 34" monitor
1. Manufacturer ID #:	9F73J53
1. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	1
2. Description:	Panasonic Toughbook CF-33 Wilco #15480
2. Manufacturer ID #:	9FTSC70081
2. Oracle Asset #:	NOT FOUND IN ORACLE
3. Quantity (Mandatory):	1
3. Description:	Panasonic Toughbook CF-33 Wilco #11548
3. Manufacturer ID #:	8LTSA49862
3. Oracle Asset #:	NOT FOUND IN ORACLE
Transferring Dept.:	Information Systems
Transferring Dept. Contact Person	Sarina Gonzalez
Transferring Dept. Contact Ph#:	512-943-3624
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Julie Schultz 12/18/2023 12:07 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	1/9/2024
Agenda Item:	33200
Asset(s) delivered to warehouse on:	12/19/2023
Delivered to warehouse by:	Brian Kammerer

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|sarina.gonzalez@wilco.org - 15-12-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell Latitude 5300 Wilco #15921
1. Manufacturer ID #:	91mmkw2
1. Oracle Asset #:	NOT FOUND IN ORACLE
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	1
2. Description:	Dell Latitude 5300 Wilco #13573
2. Manufacturer ID #:	7xpllw2
2. Oracle Asset #:	238363
2. Condition of Assets:	Unknown
3. Quantity (Mandatory):	1
3. Description:	Dell Latitude 5310 Wilco #13565
3. Manufacturer ID #:	bnd8203
3. Oracle Asset #:	248664
3. Condition of Assets:	Unknown
4. Quantity (Mandatory):	1
4. Description:	Dell Latitude 5511 Wilco #13419
4. Manufacturer ID #:	5pnbm53
4. Oracle Asset #:	248667
4. Condition of Assets:	Unknown
5. Quantity (Mandatory):	1
5. Description	Dell Latitude 3500 Wilco #15546
5. Manufacturer ID #	cfx2mw2
5. Oracle Asset #	240388
5. Condition of Assets	Unknown
Transferring Dept.:	Information Systems
Transferring Dept. Contact Person	Sarina Gonzalez
Transferring Dept. Contact Ph#:	512-943-3624
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Holly Shell 12/15/2023 12:18 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘

Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	
Purchasing Final Determination	Auction
Court Date:	1/9/2024
Agenda Item:	33200
Asset(s) delivered to warehouse on:	12/15/2023
Delivered to warehouse by:	Brian Kammerer

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|sarina.gonzalez@wilco.org - 18-12-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	1
2. Description:	Dell Latitude 5310 Wilco #13923
2. Manufacturer ID #:	HLGV103
2. Oracle Asset #:	248527
2. Condition of Assets:	Unknown
3. Quantity (Mandatory):	4
3. Description:	box of misc cables
3. Manufacturer ID #:	NA
3. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
3. Condition of Assets:	Unknown
4. Quantity (Mandatory):	1
4. Description:	Tripp Lite Smart 1500RMXL2UA
4. Manufacturer ID #:	2848EY0SM820500487
4. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
4. Condition of Assets:	Unknown
5. Quantity (Mandatory):	1
5. Description	APC SMX750 Wilco #3152
5. Manufacturer ID #	AS1633144573
5. Oracle Asset #	NOT FOUND IN ORACLE
5. Condition of Assets	Unknown
Transferring Dept.:	Information Systems
Transferring Dept. Contact Person	Sarina Gonzalez
Transferring Dept. Contact Ph#:	512-943-3624
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Julie Schultz 12/18/2023 12:08 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	1/9/2024

Agenda Item:	33200
Asset(s) delivered to warehouse on:	12/19/2023
Delivered to warehouse by:	Brian Kammerer

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|ashley.culin@wilco.org - 16-11-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	2
1. Description:	WATER COOLERS
1. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
1. Condition of Assets:	Non-Working
2. Quantity (Mandatory)::	1
2. Description:	LARGE TABLE TO PAPER CUTTER
2. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
2. Condition of Assets:	Unknown
Transferring Dept.:	Juvenile Services
Transferring Dept. Contact Person	Ashley Culin
Transferring Dept. Contact Ph#:	512-943-3213
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ John Pelczar 11/16/2023 3:09 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	1/9/2024
Agenda Item:	33200
Asset(s) delivered to warehouse on:	12/5/2023
Delivered to warehouse by:	Brian Kammerer

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|kgeer@wilco.org - 21-11-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell Latitude 5511
1. Manufacturer ID #:	C54KM33
1. Oracle Asset #:	248487
1. Condition of Assets:	Working
Transferring Dept.:	Parks
Transferring Dept. Contact Person	Keith Geer
Transferring Dept. Contact Ph#:	kgeer@wilco.org
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Keith Geer 11/21/2023 1:01 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	1/9/2024
Agenda Item:	33200
Asset(s) delivered to warehouse on:	12/5/2023
Delivered to warehouse by:	Brian Kammerer

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|kgeer@wilco.org - 11-12-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	32
1. Description:	Olive Green, Uniform Tactical Pants (Unservicable - Torn/Stained)
1. Manufacturer ID #:	N/A
1. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
1. Condition of Assets:	Non-Working
2. Quantity (Mandatory)::	7
2. Description:	Button Down, Tan, Uniform Work Shirts ((Unservicable - Torn/Stained)
2. Manufacturer ID #:	N/A
2. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
2. Condition of Assets:	Non-Working
Transferring Dept.:	Parks
Transferring Dept. Contact Person	Keith Geer
Transferring Dept. Contact Ph#:	5129431944
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Keith Geer 12/11/2023 11:37 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	1/9/2024
Agenda Item:	33200
Asset(s) delivered to warehouse on:	11/9/2023
Delivered to warehouse by:	Joshua Henderson

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|kgeer@wilco.org - 12-12-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	20
1. Description:	Olive Green, Uniform Tactical Pants (Unservicable - Torn/Stained)
1. Manufacturer ID #:	N/A
1. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
1. Condition of Assets:	Non-Working
2. Quantity (Mandatory)::	25
2. Description:	Button Down, Tan, Uniform Work Shirts ((Unservicable - Torn/Stained)
2. Manufacturer ID #:	N/A
2. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
2. Condition of Assets:	Non-Working
3. Quantity (Mandatory):	11
3. Description:	Uniform Hats (Unservicable - Torn/Stained)
3. Manufacturer ID #:	N/A
3. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
3. Condition of Assets:	Non-Working
4. Quantity (Mandatory):	1
4. Description:	Uniform Jacket (Unservicable - Torn/Stained)
4. Manufacturer ID #:	N/A
4. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
4. Condition of Assets:	Non-Working
Transferring Dept.:	Parks
Transferring Dept. Contact Person	Keith Geer
Transferring Dept. Contact Ph#:	5129431944
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Keith Geer 12/12/2023 4:15 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	1/9/2024
Agenda Item:	33200
Asset(s) delivered to warehouse on:	11/9/2023

Delivered to warehouse by:	Joshua Henderson

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|terri.countess@wilco.org - 15-11-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell Small Tower
1. Manufacturer ID #:	Dell OptiPlex 7090 - SVC TAG CRV7PK3
1. Oracle Asset #:	277759
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	Dell Small Tower
2. Manufacturer ID #:	Dell OptiPlex 7070 - SVC TAG CKN0853
2. Oracle Asset #:	248589
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	Dell Small Tower
3. Manufacturer ID #:	Dell OptiPlex 7070 - SVC TAG B4XLH13
3. Oracle Asset #:	237339
3. Condition of Assets:	Working
4. Quantity (Mandatory):	1
4. Description:	Dell Small Tower
4. Manufacturer ID #:	Dell OptiPlex 7080 - SVC TAG GZPYZB3
4. Oracle Asset #:	258648
4. Condition of Assets:	Working
Transferring Dept.:	Sheriff's Office
Transferring Dept. Contact Person	Terri Countess
Transferring Dept. Contact Ph#:	512-943-1352
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Pat Erickson 11/21/2023 9:45 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	1/9/2024
Agenda Item:	33200
Asset(s) delivered to warehouse on:	12/5/2023

Delivered to warehouse by:	Brian Kammerer

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|mjohnson@wilco.org - 07-12-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Metal 4 Drawer Filing Cabinet
1. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	3 shelf wooden book
2. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
3. Quantity (Mandatory):	3
3. Description:	Dell Docking stations
3. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
3. Condition of Assets:	Unknown
Transferring Dept.:	Sheriff's Office
Transferring Dept. Contact Person	Mary Johnson
Transferring Dept. Contact Ph#:	512-943-1313
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Pat Erickson 12/7/2023 9:04 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	1/9/2024
Agenda Item:	33200
Asset(s) delivered to warehouse on:	11/9/2023
Delivered to warehouse by:	Joshua Henderson

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|mjohnson@wilco.org - 07-12-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	1 small metal desk with hutch
1. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	wooden table
2. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	Dell Optiplex 7010
3. Manufacturer ID #:	CRRR9Z1
3. Oracle Asset #:	76169
3. Condition of Assets:	Working
4. Quantity (Mandatory):	1
4. Description:	Dell Latitude 5580 laptop
4. Manufacturer ID #:	D5CXGH2
4. Oracle Asset #:	200775
4. Condition of Assets:	Unknown
5. Quantity (Mandatory):	1
5. Description	24" Gateway Monitor
5. Manufacturer ID #	MEY82 D0R 01167
5. Oracle Asset #	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
5. Condition of Assets	Non-Working
Transferring Dept.:	Sheriff's Office
Transferring Dept. Contact Person	Mary Johnson
Transferring Dept. Contact Ph#:	512-943-1313
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Pat Erickson 12/7/2023 9:03 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction

Court Date:	1/9/2024
Agenda Item:	33200
Asset(s) delivered to warehouse on:	11/9/2023
Delivered to warehouse by:	Joshua Henderson

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|misty.cordero-pierce@wilco.org - 30-11-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	small vizio tv
1. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	small shredder - works sometimes
2. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
2. Condition of Assets:	Non-Working
Transferring Dept.:	Veteran Services
Transferring Dept. Contact Person	Misty Cordero-Pierce
Transferring Dept. Contact Ph#:	512-943-1900
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Misty Cordero-Pierce 11/30/2023 2:44 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	1/9/2024
Agenda Item:	33200
Asset(s) delivered to warehouse on:	12/5/2023
Delivered to warehouse by:	Brian Kammerer

Asset Status Change

Commissioners Court - Regular Session **10.**

Meeting Date: 01/09/2024

Assets for Destruction Monthly Report 01.09.24

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on acknowledging the Purchasing Department monthly report of asset dispositions through Destruction, pursuant to Texas Local Government Code 263.152, for the period of 12.01.23-12.22.23.

Background

Please see the attached list for details.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

December Destruction Assets Report

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	01/03/2024 12:45 PM
County Judge Exec Asst.	Becky Pruitt	01/03/2024 01:20 PM
Form Started By: Misty Brooks		Started On: 12/05/2023 04:39 PM
Final Approval Date: 01/03/2024		

"December 2023 Monthly Report **Court Date:** 01.09.23

Williamson County - Assets for Destruction

Agenda #: 33201

Item	Serial Number	Quantity	Department
Frigidaire Refrigerator	12504	1	Tax Assessor/Collector

Asset Status Change

Title:	i:0#.f|membership|mary.greenway@wilco.org - 13-11-2023
Disposal Method:	DESTRUCTION due to Public Health/Safety or no apparent value
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Frigidaire Refridgerator
1. Manufacturer ID #:	12504
1. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
1. Condition of Assets:	Non-Working
Transferring Dept.:	Tax Assessor/Collector
Transferring Dept. Contact Person	Mary Greenway
Transferring Dept. Contact Ph#:	5129431954
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Larry Gaddes 11/13/2023 9:47 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Destruction
Court Date:	1/9/2024
Agenda Item:	33201

Asset Status Change

Commissioners Court - Regular Session **11.**

Meeting Date: 01/09/2024

Assets for Transfer Monthly Report 01.09.24

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on acknowledging the Purchasing Department monthly report of asset dispositions through Transfer, pursuant to Texas Local Government Code 263.152, for the period of 12.01.23-12.22.23.

Background

Please see the attached list for details.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

December Transfer Assets Report

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	01/03/2024 12:53 PM
County Judge Exec Asst.	Becky Pruitt	01/03/2024 01:20 PM
Form Started By: Misty Brooks		Started On: 12/05/2023 04:40 PM
Final Approval Date: 01/03/2024		

*December 2023 Monthly Report **Court Date:** 01.09.24

Williamson County - Assets for Transfer

Agenda #: 33202

Item	Serial Number	Quantity	From Department	To Department
IBM WHEELWRITER 3 II TYPEWRITER	11-0009883	1	County Auditor	County Attorney
Panasonic FZ-40 Toughbook	2LTTA26390	1	Mobile Outreach	Information Systems
Motorola APX6000 III	481CSK4319	1	Mobile Outreach	Wireless Communications
Alco Sensor FST Intoximeter	131916	1	Mobile Outreach	Sheriffs Office

Asset Status Change

Title:	i:0#.f|membership|roxanne.salone@wilco.org - 28-11-2023
Disposal Method:	TRANSFER between county departments
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	IBM WHEELWRITER 3 II TYPEWRITER
1. Manufacturer ID #:	11-0009883
1. Oracle Asset #:	30958
1. Condition of Assets:	Working
Transferring Dept.:	County Auditor
Transferring Dept. Contact Person	Roxanne Salone
Transferring Dept. Contact Ph#:	512-943-1538
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Julie Kiley 11/28/2023 11:55 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Dept.	County Attorney
Receiving Department Contact Person:	Stephanie Lloyd
Receiving Dept. Contact Ph#:	512-943-1116
Receiving Dept. - Elect. Offic./Dept .Head/Auth Staff:	Stephanie Lloyd
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✔ Stephanie Lloyd 11/28/2023 1:06 PM
Purchasing Final Determination	Internal Department Transfer
Court Date:	1/9/2024
Agenda Item:	33202

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|vjohnson@wilco.org - 31-10-2023
Disposal Method:	TRANSFER between county departments
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Panasonic FZ-40 Toughbook
1. Manufacturer ID #:	2LTTA26390
1. Oracle Asset #:	305783
1. Condition of Assets:	Working
Transferring Dept.:	Mobile Outreach
Transferring Dept. Contact Person	Virginia Johnson
Transferring Dept. Contact Ph#:	vjohnson@wilco.org
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Virginia Johnson 10/31/2023 8:52 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Dept.	Information Systems
Receiving Department Contact Person:	Julie Schultz
Receiving Dept. Contact Ph#:	512.943.1450
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✔ Julie Schultz 11/30/2023 2:11 PM
Purchasing Final Determination	Internal Department Transfer
Court Date:	1/9/2024
Agenda Item:	33202

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|vjohnson@wilco.org - 27-10-2023
Disposal Method:	TRANSFER between county departments
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Alco Sensor FST Intoximeter
1. Manufacturer ID #:	131916
1. Oracle Asset #:	190678
1. Condition of Assets:	Working
Transferring Dept.:	Mobile Outreach
Transferring Dept. Contact Person	Virginia Johnson
Transferring Dept. Contact Ph#:	512.943.1316
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Virginia Johnson 10/31/2023 8:49 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Dept.	Sheriff's Office
Receiving Department Contact Person:	Pat Erickson
Receiving Dept. Contact Ph#:	512.943.1316
Receiving Dept. - Elect. Offic./Dept .Head/Auth Staff:	Pat Erickson
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✔ Pat Erickson 11/30/2023 2:30 PM
Purchasing Final Determination	Internal Department Transfer
Court Date:	1/9/2024
Agenda Item:	33202

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|vjohnson@wilco.org - 27-10-2023
Disposal Method:	TRANSFER between county departments
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Motorola APX6000 III
1. Manufacturer ID #:	481CSK4319
1. Oracle Asset #:	168959
1. Condition of Assets:	Working
Transferring Dept.:	Mobile Outreach
Transferring Dept. Contact Person	Virginia Johnson
Transferring Dept. Contact Ph#:	512.943.1316
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Virginia Johnson 10/31/2023 8:48 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Dept.	Wireless Communication
Receiving Department Contact Person:	Thomas Piche
Receiving Dept. Contact Ph#:	512.943.3695
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✔ Thomas Piche 11/30/2023 3:40 PM
Purchasing Final Determination	Internal Department Transfer
Court Date:	1/9/2024
Agenda Item:	33202

Asset Status Change

Commissioners Court - Regular Session **12.**

Meeting Date: 01/09/2024

VSC Assets for Auction

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the disposal of various county vehicles(s) and equipment assets through Auction including One 2012 Nissan Maxima Vin #4211, pursuant to Texas Local Government Code 263.152.

Background

Please see the attached for details.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Vehicle Auction 2012 Nissan Maxima

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	01/03/2024 01:27 PM
County Judge Exec Asst.	Becky Pruitt	01/03/2024 01:27 PM
Form Started By: Misty Brooks		Started On: 12/05/2023 04:41 PM
Final Approval Date: 01/03/2024		

County VIN/Serial Number	1N4AA5AP1CC814211
Make	NISSAN
License Plate	LMX0763
Year	2012
Model	MAXIMA
Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY
Receiving Department Authorized Signer	
Receiving Department Contact Phone Number	
Department Authorized Signer	James David
Equipment Unit Number	SA1204
Method of Status change: This vehicle is to be considered for: (select one)	Sale at the earliest auction
Fleet Comments	
Comments (mileage, mechanical issues, other info)	
Title Approved for (Audit)	No change needed; current title is still valid
Enter Agenda Date:	1/9/2024
VSC Review	
Department	560 - Sheriffs Office
Receiving Department	
Short VIN	4211
HideFromDelve	Yes
Does vehicle have a toll TAG?	No
Toll TAG Registration Number	
Toll TAG Destroyed	No
Title Change Determination: This vehicle is to be considered for	No change needed; current title is still valid
Workflow Admin Notes	
The listed vehicle was involved in an accident. No pending litigation has been confirmed.	
Approval Process Notes	
Workflow Stage	Approvals Complete
Court Disposition	
Court Disposition Comments	
Auditor's Process Completed	Yes
Fleet Process Completed	Yes
Risk Process Completed	Yes
Purchasing Process Completed	Yes
Workflow Process Notes	
2021 VSC Workflow	

Budget Process Completed	No
The listed vehicle was in an accident and no pending litigation has been confirmed	N/A
Elected Official/Dept Head/ Authorized Staff Digital Signature	✔ James David 10/23/2023 2:42 PM
Receiving Department Signature	✘
Budget Office Signature Acknowledgement	✘
Authorized Fleet Staff Digital Signature	✔ Kevin Teller 10/24/2023 9:49 AM
Authorizing Risk Employee Signature	✔ Kristin McGrath 12/28/2023 8:09 AM
Auditor's Authorized Employee Signature	✔ Nancy Schiller 12/28/2023 8:17 AM
Purchasing Department Signature	✔ Misty Brooks 1/3/2024 1:13 PM
DeparAuthSignedCalculated	No
ReceivingDeptauthsigcalculated	EMPTY
delete duplicate Unit Number	
ID	56
Version	8.0
Attachments	False
Created	10/23/2023 10:51 AM
Created By	Mark Stevens
Modified	1/3/2024 1:13 PM
Modified By	Misty Brooks

Commissioners Court - Regular Session **13.**

Meeting Date: 01/09/2024

VSC Assets for Transfer

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the disposal of various county vehicles(s) and equipment assets through Transfer including One 2015 Chevy Tahoe Vin #4961, pursuant to Texas Local Government Code 263.152.

Background

Please see the attachment for details.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

2015 Chevy Tahoe 4961

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	01/04/2024 09:56 AM
County Judge Exec Asst.	Becky Pruitt	01/04/2024 10:33 AM
Form Started By: Misty Brooks		Started On: 01/03/2024 01:38 PM
Final Approval Date: 01/04/2024		

County VIN/Serial Number	1GNLC2EC9FR624961
Make	Chevrolet
License Plate	GCZ1916
Year	2015
Model	Tahoe
Reason for Status Change	TRANSFER (complete Receiving Department section)
Receiving Department Authorized Signer	James David
Receiving Department Contact Phone Number	512-943-1317
Department Authorized Signer	Kevin Teller
Equipment Unit Number	SB1579
Method of Status change: This vehicle is to be considered for: (select one)	Transfer
Fleet Comments	Transfer from auction status back to the S.O.
Comments (mileage, mechanical issues, other info)	Unit to be brought back from auction status to the Sheriffs Office as an auxiliary unit
Title Approved for (Audit)	No change needed; current title is still valid
Enter Agenda Date:	1/9/2024
VSC Review	
Department	882 - Fleet Services
Receiving Department	560 - Sheriffs Office
Short VIN	4961
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	Yes
The listed vehicle was in an accident and no pending litigation has been confirmed	N/A
Elected Official/Dept Head/ Authorized Staff Digital Signature	✔ Kevin Teller 10/13/2023 2:30 PM
Receiving Department Signature	✔ James David 11/13/2023 11:31 AM
Budget Office Signature Acknowledgement	✔ Ashlie Holladay 11/13/2023 12:16 PM
Authorized Fleet Staff Digital Signature	✔ Kevin Teller 11/13/2023 1:08 PM
Authorizing Risk Employee Signature	✔ Kristin McGrath 12/28/2023 8:06 AM
Auditor's Authorized Employee Signature	✔ Nancy Schiller 12/28/2023 8:30 AM
Purchasing Department Signature	✔ Misty Brooks 1/3/2024 1:36 PM
DeparAuthSignedCalculated	No
ReceivingDeptauthsigcalculated	No
delete duplicate Unit Number	
ID	54
Version	8.0
Attachments	False
Created	10/13/2023 2:30 PM
Created By	Kevin Teller
Modified	1/3/2024 1:36 PM
Modified By	Misty Brooks

Commissioners Court - Regular Session **14.**

Meeting Date: 01/09/2024

VSC Assets for Auction

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the disposal of various county vehicles(s) and equipment assets through Auction including One 2010 Ford F350 Vin #3342, pursuant to Texas Local Government Code 263.152.

Background

Please see the attachment for details.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Vehicle Auction 2010 Ford F350

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	01/03/2024 01:26 PM
County Judge Exec Asst.	Becky Pruitt	01/03/2024 01:28 PM
Form Started By: Misty Brooks		Started On: 01/03/2024 01:21 PM
Final Approval Date: 01/03/2024		

County VIN/Serial Number	1FTWW3A55AEB43342
Make	FORD
License Plate	1104072
Year	2010
Model	F 350
Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY
Receiving Department Authorized Signer	
Receiving Department Contact Phone Number	
Department Authorized Signer	Gina Wrehsnig
Equipment Unit Number	BB1042
Method of Status change: This vehicle is to be considered for: (select one)	Sale at the earliest auction
Fleet Comments	
Comments (mileage, mechanical issues, other info)	Vehicle is more than 10 years old and has more than 115000 miles usage
Title Approved for (Audit)	No change needed; current title is still valid
Enter Agenda Date:	1/9/2024
VSC Review	
Department	509 - Building Maintenance
Receiving Department	
Short VIN	3342
HideFromDelve	Yes
Does vehicle have a toll TAG?	No
Toll TAG Registration Number	
Toll TAG Destroyed	No
Title Change Determination: This vehicle is to be considered for	No change needed; current title is still valid
Workflow Admin Notes	
The listed vehicle was involved in an accident. No pending litigation has been confirmed.	
Approval Process Notes	
Workflow Stage	Approvals Complete
Court Disposition	
Court Disposition Comments	
Auditor's Process Completed	Yes
Fleet Process Completed	Yes
Risk Process Completed	Yes
Purchasing Process Completed	Yes
Workflow Process Notes	
2021 VSC Workflow	

Budget Process Completed	No
The listed vehicle was in an accident and no pending litigation has been confirmed	N/A
Elected Official/Dept Head/ Authorized Staff Digital Signature	✔ Gina Wrehsnig 10/5/2023 7:57 AM
Receiving Department Signature	✘
Budget Office Signature Acknowledgement	✘
Authorized Fleet Staff Digital Signature	✔ Kevin Teller 10/5/2023 8:45 AM
Authorizing Risk Employee Signature	✔ Kristin McGrath 12/28/2023 8:07 AM
Auditor's Authorized Employee Signature	✔ Nancy Schiller 12/28/2023 8:22 AM
Purchasing Department Signature	✔ Misty Brooks 1/3/2024 1:19 PM
DeparAuthSignedCalculated	No
ReceivingDeptauthsigcalculated	EMPTY
delete duplicate Unit Number	
ID	53
Version	9.0
Attachments	False
Created	10/4/2023 3:57 PM
Created By	Jeff Malcolm
Modified	1/3/2024 1:19 PM
Modified By	Misty Brooks

Commissioners Court - Regular Session **15.**

Meeting Date: 01/09/2024

Justice of the Peace 3 DECEMBER 2023 Monthly Report

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

Department: J.P. Pct. #3

Agenda Category: Consent

Information

Agenda Item

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

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

December 2023 - CCP 103

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	01/02/2024 04:23 PM
Form Started By: Mary Alcala		Started On: 01/02/2024 10:16 AM
Final Approval Date: 01/02/2024		

IN COMPLIANCE WITH ARTICLE 103
CODE OF CRIMINAL PROCEDURE

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

Before me, the undersigned authority, on this day personally appeared 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 December 2023.

EVELYN McLEAN
JUSTICE OF THE PEACE
PRECINCT THREE

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

NOTARY PUBLIC
in and for the State of Texas

Payment Report - G/L and Fund Summary

TXWILLIAMSONPROD

Transaction Date: **12/01/2023 - 12/31/2023** 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	202.07
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	6,040.00
	0100 - General Fund Total:	**6,242.07**
	Fee Totals for All Funds:	**6,242.07**

Payment Report - Fee Code Summary

TXWILLIAMSONPROD

Transaction Date: **12/01/2023 - 12/31/2023** 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	20.00	4	0.00	0	0.00	0	20.00	4
CCOP	Civil Copies	40.25	6	0.00	0	0.00	0	40.25	6
CERT	Certified Copy	57.50	10	0.00	0	0.00	0	57.50	10
CMAIL	Clerk Service Fee by Certified Mail or Posting	12.32	1	0.00	0	0.00	0	12.32	1
CONT3	Constable Service Fee Pct #3	5,040.00	49	0.00	0	0.00	0	5,040.00	49
JURY	Jury Fee	22.00	1	0.00	0	0.00	0	22.00	1
TRANS	Transcript	20.00	2	0.00	0	0.00	0	20.00	2
WGAR	Writ of Garnishment	5.00	1	0.00	0	0.00	0	5.00	1
WPOSS	Writ of Possession	25.00	5	0.00	0	0.00	0	25.00	5
WSF3	Constable #3 - Writ Service Fee	1,000.00	5	0.00	0	0.00	0	1,000.00	5
Fee Code Summary Totals		**Gross**		**Positive Adjustments**		**Negative Adjustments**		**Net**	
		Amount	**Number**	**Amount**	**Number**	**Amount**	**Number**	**Amount**	**Number**
		6,242.07	84	0.00	0	0.00	0	6,242.07	84

Payment Report - G/L and Fund Summary

Transaction Date: **12/01/2023 - 12/31/2023** 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	4,417.74
01-0100-0000-209600 - FINES DUE TO TX PARKS WILDLIFE	L-004-3-01-0100-0000-209600: 01-0100-0000-209600 - FINES DUE TO TX PARKS WILDLIFE	1,119.72
01-0100-0000-341200 - Sheriff Fees (WILCO)	L-004-3-01-0100-0000-341200: 01-0100-0000-341200 - Sheriff Fees (WILCO)	124.87
01-0100-0000-341803 - FEES OF OFFICE, JP PCT-3	L-004-3-01-0100-0000-341803: 01-0100-0000-341803 - FEES OF OFFICE, JP PCT #3	7,894.24
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	569.08
01-0100-0000-351303 - FINES, JP PCT-3	L-004-3-01-0100-0000-351303: 01-0100-0000-351303 - FINES, JP PCT #3	53,781.19
	0100 - General Fund Total:	**67,906.84**
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	107.31
	0361 - JP Security Fund Total:	**107.31**
0365 - Child Safety Fund		
01-0365-0000-341161 - JP CHILD SAFETY FEE	L-004-3-01-0365-0000-341161: 01-0365-0000-341161 - JP CHILD SAFETY FEE	46.30
	0365 - Child Safety Fund Total:	**46.30**
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	129.11
	0367 - JP-3 Truancy Program Fund Total:	**129.11**
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	107.27
	0372 - Justice Court Technology Fund Total:	**107.27**

Payment Report - G/L and Fund Summary

Transaction Date: **12/01/2023 - 12/31/2023** 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	49.70
01-0399-0000-208160 - CCC FEES DUE TO STATE COMP	L-004-3-01-0399-0000-208160: 01-0399-0000-208160 - Consolidated Court Costs	1,072.63
01-0399-0000-208235 - JURY SERVICE FEES DUE TO STATE	L-004-3-01-0399-0000-208235: 01-0399-0000-208235 - Jury Service Fee	107.28
01-0399-0000-208352 - CRIMINAL JUDICIAL SUPPORT DUE	L-004-3-01-0399-0000-208352: 01-0399-0000-208352 - Support of the Judiciary Fund	160.81
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	196.15
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	1.38
01-0399-0000-208425 - ST TRAFFIC FEES DUE TO STATE	L-004-3-01-0399-0000-208425: 01-0399-0000-208425 - State Traffic Fee	302.36
01-0399-0000-208703 - INDIGENT DEF FEES - DUE TO ST	L-004-3-01-0399-0000-208703: 01-0399-0000-208703 - Indigent Defense Fee	53.60
01-0399-0000-208720 - SEATBELT FINES	L-004-3-01-0399-0000-208720: 01-0399-0000-208720 - Seatbelt Fines	85.38
01-0399-0000-208721 - CHILD SAFETY SEAT FEE DUE TO S	L-004-3-01-0399-0000-208721: 01-0399-0000-208721 - CHILD SAFETY SEAT FEE DUE TO S	0.15
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	313.05
01-0399-0000-208850 - WEIGHT VIOLATION FINES DUE TO	L-004-3-01-0399-0000-208850: 01-0399-0000-208850 - Weight Violation Fines	473.32
01-0399-0000-208860 - TIME PYMT FEES DUE TO STATE	L-004-3-01-0399-0000-208860: 01-0399-0000-208860 - Time Payment	32.45
	0399 - State Agency Fund Total:	**2,848.26**
JP BOND		
01-0100-0000-207020 - JP3 Bond Liability Account	L-004-3-02-00002: JP3 Registry Bond Account Liability	750.00
	JP BOND Total:	**750.00**
	Fee Totals for All Funds:	**71,895.09**

Payment Report - Fee Code Summary

Transaction Date: **12/01/2023 - 12/31/2023** 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)	94.86	27	0.00	0	0.00	0	94.86	27
AFSO	Arrest Fee - Sheriff's Office (CCP 102.011)	39.18	12	0.00	0	0.00	0	39.18	12
CB	Cash Bond	750.00	2	0.00	0	0.00	0	750.00	2
CCC	Consolidated Court Costs [Loc. Gov't Code, 133.102]	1,072.63	38	0.00	0	0.00	0	1,072.63	38
CFINE	County Fine	53,781.19	486	0.00	0	0.00	0	53,781.19	486
CHS	Courthouse Security Fee (CCP 102.017)	80.44	38	0.00	0	0.00	0	80.44	38
CHSJC	JP Security Fee (CCP 102.017)	26.87	38	0.00	0	0.00	0	26.87	38
COLLFEE	Collection Agency Fee	4,417.74	80	0.00	0	0.00	0	4,417.74	80
COPY	Copies	4.50	2	0.00	0	0.00	0	4.50	2
CRSF	Child Restraint Fee	0.15	1	0.00	0	0.00	0	0.15	1
CSSF	Child Safety School Fee (CCP 102.014(c))	46.30	2	0.00	0	0.00	0	46.30	2
DDF	Deferred Disposition Fee	7,856.51	69	0.00	0	0.00	0	7,856.51	69
FNTC1	Child Safety Seat Fine Trauma Center	85.38	2	0.00	0	0.00	0	85.38	2
IDF	Indigent Defense Fee (LGC 133.107)	53.60	38	0.00	0	0.00	0	53.60	38
JCTF	Justice Court Technology Fee (CCP 102.0173)	107.27	38	0.00	0	0.00	0	107.27	38
JFR	Jury Reimbursement Fee (CCP 102.0045)	107.28	38	0.00	0	0.00	0	107.28	38
JTP	Juvenile Truancy Program (CCP 102.0174)	129.11	37	0.00	0	0.00	0	129.11	37
JTPDC	Juvenile Truancy Prev/Diversion Due to County (CCP 102.015)	24.85	36	0.00	0	0.00	0	24.85	36
JTPDS	Juvenile Truancy Prev/Diversion Due to State (CCP 102.015)	24.85	36	0.00	0	0.00	0	24.85	36
JUSFC	Judicial Support Fund - County (LGC 133.105)	16.07	38	0.00	0	0.00	0	16.07	38
JUSFS	Judicial Support Fund - State (LGC 133.105)	144.74	38	0.00	0	0.00	0	144.74	38
MVF	Moving Violation Fee (CCP 102.022)	1.38	19	0.00	0	0.00	0	1.38	19
OMNI	OMNI Fee	62.62	15	0.00	0	0.00	0	62.62	15
OMNIC	OMNI Fee - County	41.74	15	0.00	0	0.00	0	41.74	15
OMNIS	OMNI Fee - State	208.69	15	0.00	0	0.00	0	208.69	15
SFC3	Service/Arrest Fee - Const. 3	10.00	2	0.00	0	0.00	0	10.00	2
SFMCWV	State Fine - Motor Carrier Weight Violation	473.32	12	0.00	0	0.00	0	473.32	12
STF	State Traffic Fee (TC 542.4031)	302.36	16	0.00	0	0.00	0	302.36	16
TPC	Time Payment Fee - County	10.75	2	0.00	0	0.00	0	10.75	2
TPS	Time Payment Fee - State	21.70	4	0.00	0	0.00	0	21.70	4

Payment Report - Fee Code Summary

Transaction Date: **12/01/2023 - 12/31/2023** 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
TPWF	Texas P&W Fine	1,119.72	10	0.00	0	0.00	0	1,119.72	10
UFA	Uniform Traffic Act (TC 542.403)	33.23	17	0.00	0	0.00	0	33.23	17
WARC3	Warrant Fee - Constable Pct. 3	559.08	15	0.00	0	0.00	0	559.08	15
WCSO	Williamson County Sheriff	85.69	3	0.00	0	0.00	0	85.69	3
WFDPS	Warrant Fee - DPS	101.29	2	0.00	0	0.00	0	101.29	2
Fee Code Summary Totals		**Gross**		**Positive Adjustments**		**Negative Adjustments**		**Net**	
		Amount	**Number**	**Amount**	**Number**	**Amount**	**Number**	**Amount**	**Number**
		71,895.09	1,243	0.00	0	0.00	0	71,895.09	1,243

Commissioners Court - Regular Session **16.**

Meeting Date: 01/09/2024

Reappoint Terry Cook to the Central Texas Clean Air Coalition (CAC)

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

Department: Commissioner Pct. #1

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on reappointing Commissioner Terry Cook to the Central Texas Clean Air Coalition (CAC) of the Capital Area Council of Governments to serve until December 31, 2025 in accordance with the CAC bylaws.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Resolution

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	01/03/2024 09:12 AM
Form Started By: Garry Brown		Started On: 01/03/2024 08:59 AM
Final Approval Date: 01/03/2024		

RESOLUTION TO APPOINT AN ELECTED OFFICIAL TO THE CENTRAL TEXAS CLEAN AIR COALITION FOR THE 2024-2025 TERM

WHEREAS, The Central Texas Clean Air Coalition, herein after known as the "Clean Air Coalition" members are organizations that support the regional efforts to improve and protect air quality in the Austin-Round Rock-San Marcos Metropolitan Statistical Area (MSA); and

WHEREAS, General members of the Clean Air Coalition shall be local governments or Independent School Districts within the Austin-Round Rock-San Marcos MSA that have ratified the current clean air plan, committing to implementing selected emission reduction measures; and

WHEREAS, Each general member must appoint one elected official from their governing body to serve on the Clean Air Coalition; and

WHEREAS, Appointed elected official will participate in the Clean Air Coalition representing Williamson County in accordance with the coalition bylaws; and

WHEREAS, General member's governing body shall provide written notification to the CAPCOG staff liaison of the appointed Clean Air Coalition representative.

THEREFORE, BE IT RESOLVED, THAT THE COMMISSIONER COURT OF THE County of Williamson, TEXAS APPOINTS**:**

Commissioner Terry Cook as the Williamson County Representative to the Clean Air Coalition for the term beginning January 2024 and set to expire on December 2025.

Resolution adopted by the Williamson County Commissioners Court on this 9th day of January, 2024.

_____

Judge Bill Gravell

Commissioners Court - Regular Session **17.**

Meeting Date: 01/09/2024

Reappoint Josh Renner to the Clean Air Coalition Advisory Committee (CACAC)

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

Department: Commissioner Pct. #1

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on the re-appointment of Josh Renner, Williamson County's Environmental Program Manager, to the Clean Air Coalition Advisory Committee (CACAC) of the Capital Area Council of Governments (CAPCOG).

Background

The CACAC is a subcommittee of the Clean Air Coalition (CAC). Its members share data, best practices, and other information to help jurisdictions implement the Ozone Advanced Program Action Plan, an ongoing regional initiative to reduce ozone pollution. They also advise the CAC on actions they should be taking.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Josh Renner bio

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	01/03/2024 01:25 PM
Form Started By: Garry Brown		Started On: 01/03/2024 09:21 AM
Final Approval Date: 01/03/2024		

Josh Renner bio for Williamson County's appointment to the CAPCOG Clean Air Coalition Advisory Council (CACAC)

Josh Renner graduated from Texas State University with a Bachelor of Science in Wildlife Biology, earned his Master of Science in Wildlife Ecology from the same university, and is recognized by the Wildlife Society as an Associate Wildlife Biologist. His focus is on natural resource management and has conducted research on the urban/natural resource interface including work funded by the Texas Department of Transportation looking at the ecological impacts of roads and urbanization on wildlife movement and habitat corridors. He currently serves as the Environmental Program Manager of Williamson County and is the primary administrator of the Williamson County Regional Habitat Conservation Plan.

Josh is a Leave No Trace Master Educator and assists with training and awareness of the principles of outdoor ethics to educate citizens to be stewards of our preserve lands and open spaces. He also assists the National Habitat Conservation Plan Coalition promote their mission furthering the use of large-scale habitat conservation plans as local solutions to facilitate economic development and providing for holistic conservation of threatened and endangered species and, by proxy, increasing open spaces and improving environmental quality. He believes that educational outreach and properly informing policy are a priority in ensuring the symbiotic and sustainable relationship between natural resources and development.

Commissioners Court - Regular Session **18.**

Meeting Date: 01/09/2024

Continuing Education

Submitted For: Larry Gaddes

Submitted By: Mary Greenway, County Tax Assessor Collector

Department: County Tax Assessor Collector

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action to recognize completion of the required continuing education hours for the Williamson County Tax Assessor Collector.

Background

Pursuant to Section 6.231(d) which requires the Tax Assessor/Collector to file annually a continuing education certificate of completion with the Commissioners' Court of the county in which the county Assessor/Collector holds office.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Cont. Ed

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	12/14/2023 08:35 AM
Form Started By: Mary Greenway		Started On: 12/14/2023 07:48 AM
Final Approval Date: 12/14/2023		

Tax Assessor-Collector Association
Professional County Assessor-Collector
Maintenance Transcript

Reporting Period: 1/1/2023 - 12/31/2023

Hon. Larry Gaddes, PCAC, CTA
Tax Assessor-Collector
Williamson County
904 S Main St
Georgetown, TX 78626-5829

ID: 231060
Phone: (512) 943-1954
Fax: (512) 943-3263
Enrolled Date: 01/01/2016

In order to retain this designation, the TACA Active member must earn 20 Continuing Education Hours annually. A maximum of 10 hours may be carried forward if you earn more than the required 20.

Date	Description	Earned Hours
01/01/2023	Excess hours carried from 2022	10.00
03/08/2023	Bluebonnet Regional Meeting	4.00
06/07/2023	89th Annual Tax Assessor-Collectors Association Conference	10.00
07/05/2023	Truth-in-Taxation	4.00
11/16/2023	41st V.G. Young School for Tax Assessor-Collectors	12.00
	Total Hours for Year:	40.00

You have met your education requirements for the period 01/01/2023 - 12/31/2023.

You may carry forward to the next reporting period 10.00 hours.

Print Date: 12/11/2023

For questions regarding CE hours, please contact the TACA Education Director at education@tacaoftexas.org.

Commissioners Court - Regular Session **19.**

Meeting Date: 01/09/2024

Texas Bar Foundation Grant Request

Submitted For: Cynthia Long **Submitted By:** Pierce Kathy, Commissioner Pct. #2

Department: Commissioner Pct. #2

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on request of County Court at Law #2 to submit a grant application to the Texas Bar Foundation to support the Misdemeanor DWI/Drug Court program.

Background

The grant application will allow for enhancement of services for participants in the DWI/Drug Court program, allowing them to strengthen recovery skills. The grant request is in the amount of $66,605. It will also provide drug testing, Scrams and interlock ignition services to increase public safety. It will provide treatment/mental health training and treatment workbooks for the program participants, as well as supplies and software needed for record keeping and assessments.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Grants Management Form

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	01/02/2024 04:22 PM
Form Started By: Pierce Kathy		Started On: 01/02/2024 09:11 AM
Final Approval Date: 01/02/2024		

Grant Title/Project Name:	Texas Bar Foundation - Misdemeanor DWI/ Drug Court
Department:	County Court at Law #2
Requestor:	Tanya Kunz
Contact Email:	tanya.kunz@wilco.org
Contact Phone Number:	tanya.kunz@wilco.org
Start Date:	6/1/2024
End Date:	5/31/2025
Please select request category:	Specailty Treatment Court Support
Describe the purpose of the grant in detail to include all requirements.	The Williamson County DWI/Drug Court Program (DDCP) is requesting funding through the Texas Bar Foundation Grant Program for enhancement and expansion of services by implementing new services so high risk/high need and low risk/high need participants can strengthen recovery skills through participation in the DDCP. The grant request would allow our grant-funded Program Case Manager to provide additional treatment services and assistance to program participants. Specifically, it will provide professional development training for staff and court team members, drug testing supplies, therapy supplies, office supplies, software, hardware, and transportation to court for those court participants in financial need. Through this grant, CCL2 will be able to provide specialized treatment court services (to include individual treatment for mental health and substance abuse issues) to approximately 30 participants each year. By providing these types of in-depth services, CCL2 will continue its mission to enhance public safety by providing supervision and treatment to offenders through a judicially supervised, therapeutic Court that ensures accountability and recovery. The Texas Bar Foundation solicits charitable contributions and provides funding to enhance the rule of law and the system of justice in Texas, especially for programs that relate to the administration of justice. After a grant is awarded, every grantee must create and send a press release about the grant, a 6-month progress report and a final report that must include financial information detailing how the grant funds were spent to the Texas Bar Foundation by due dates set by the Foundation after the grant is awarded. Required Information: Applicants must provide: • a detailed budget for the project. • a list of the organization's board members and contact information. • a staff chart with staff names and contacts information. • an audited statement of activities or comparable unaudited profit and loss statement and an audited statement of financial position or comparable unaudited balance sheet. • proof of Section 501(c)(3) charitable status from the United States Internal Revenue Service, Section 501(c)(6) status from the United States Internal Revenue Service, or a determination letter stating governmental status, including a 147-C letter.
Select the type of grant your department is applying for:	Private Foundation
What is the amount of the grant?	$66,605.00

Please provide a breakdown of the total cost above.	All grant funds directly support the ongoing services of the CCL2 Misdemeanor DWI/Drug Court Program. Costs Include: **Professional Services $36,640.00** • $14,440.00 will provide Scram • $10,104.00 will provide drug testing supplies • $12,096.00 will provide interlock ignition services to participants **Travel/ Training $5,400** This funds travel, registration, accommodations, per diem for two DDCP staff members to attend a national (National Association of Drug Court Professionals) conference. **Treatment/ Mental Health $19,690.00** This includes facilitator training for the Program manager as courses if treatment workbooks for participants. Courses anticipated will focus on relapse prevention and improving mental health. **Emergency Travel $500.00** This provides Uber rides to and from court for participants who are having transportation issues. **Supplies $500.00** This covers basic office supplies, toner, ink, graduation certification paper and coins. **Software $3,875.00** • $2500.00- AIMS data base provides archiving of clients records and demographic record keeping. • $1375.00- DUI RANT assessment software provides information on applicants and assists in determining if the program is appropriate for the individual.
Is there a match requirement?	No
What is the source of the match?	
Does the grant cover the cost of the request 100%?	Yes
If not, how much is left unpaid?	
What is the plan to obtain grants/funds for the remaining amount?	
List other similar assets in the County and/or region and if they are available for use?	
How is this asset request different from any similar assets currently in the County and/or region?	
What types of events/purpose would this asset be used for that cannot be accomplished with a current County asset?	
How often do these events occur?	
Identify the number of personnel required to operate this asset and/or be available for the function where it is to be used? How much time is required of those personnel? What is the cost of the personnel?	

Where will the asset be stored?	
What is the useful life of the asset?	
Will a replacement be requested from general funds when useful life has been exhausted?	
Will other agencies be billed for the use of this asset (e.g. vendors paid, employee worked hours and paid, inventory costs etc.)?	
Does this asset require insurance coverage?	
If yes, what is the estimate of asset insurance coverage?	
Will this asset require on-going maintenance? Please describe the maintenance required along with an estimate for these costs.	
How will this asset be funded when the grant ends?	
What is the impact if the grant is not received?	
New Personnel position is:	
Where will this position office?	
Who will this position report to?	
What tasks will this position perform? Include the five primary functions and the percentage of time spent to be spent on each function.	
Will this position take over tasks from current County employee?	
If yes, please explain the impact to current employee.	
How will this position be funded when the grant ends?	
Does this position or a similar position currently exist within the department?	
If “yes” how many of these similar positions exist	
Describe any alternatives considered to achieve desired outcome in lieu of a position (i.e. equipment, software, technology or change in business practice).	
Describe how workload will be accomplished/re-allocated should grant not be approved.	
List other similar items in the County and/or region and if they are available for use?	N/A
How is this item request different from any similar assets currently in the County and/or region?	N/A
What types of events/purpose would this item be used for that cannot be accomplished with a current County asset?	N/A
Identify the number of personnel required to operate this item and/or be available for the function where it is to be used?	N/A

Please explain how this item will create the need for more or less personnel (or mark n/a for no change)?	N/A
Where will the item be stored?	N/A
What is the useful life of the item?	N/A
Will other agencies be billed for the use of this item (e.g. vendors paid, employee worked hours and paid, inventory costs etc.)?	
Does this item require insurance coverage?	No
Will this item require any form of licensing?	No
Will this item require on-going maintenance? Please describe the maintenance required along with an estimate for these costs?	N/A
How will this item be funded when the grant ends?	The grant is specifically designed to support the enhancement of the specialty treatment court. If grant funding is not awarded in the future, the DDCP may not be able to sustain itself without funding from the Commissioners Court.
What is the overall budgetary impact? (i.e. revenue generation, expense reduction, etc.)	
Please identify any additional equipment needed/required (now or in the future) should the grant/asset is awarded.	
What is the cost and frequency to maintain/update the additional equipment?	N/A
What is the impact of this grant application on other internal/county departments?	By granting the funding request it would allow for funds to assist in the reduction of recidivism and continue providing enhanced services to treatment courts.
If yes, what is the estimate of that license fee?	
If yes, what is the estimate of insurance coverage?	
Will a replacement be requested from general funds when useful life has been exhausted? (OR)	
If yes, how much is the match amount?	
Please identify any known decrease in funding at this time.	
Is this a new program to your department/office?	No
Please provide data points to be collected to show program success	

Please show historical data points or performance measures, statistics, services provided, etc. or any/all updates for re-application	Since the DDCP was established in 2006, the Court has continued to address the number of DWI and drug arrests in the community to help reduce recidivism for those offenders who are identified as High Risk/High Need, Low Risk/High Need, and who are placed on community supervision for DWI/ drug offenses. Williamson County is one of the fastest growing counties in Texas, with a 10.2% increase in population growth since the 2020 Census. In 2022, the Williamson County arrest records show 2,687 arrests for misdemeanor DWI or Drug offenses. Data from the 2021 Department of Transportation crash records include a reported 304 alcohol related crashes for the year with injuries occurring in Williamson County. Thus, a broader scope of treatment options for offenders and their families is needed. The new treatment services would follow Key Component #4 of Adult Drug Courts in providing access to a continuum of alcohol, drug, mental health, and other related treatment services. The DDCP served 668 participants since its implementation in 2006, with 541 successful graduates and a success rate of 87.9%. The DDCP currently has 14 active participants with 25 pending applicants who are in the process of being assessed and screened for potential entrance into the program.
ID	121
Version	6.0
Attachments	False
Created	12/29/2023 2:50 PM
Created By	Tanya Kunz
Modified	12/29/2023 3:08 PM
Modified By	Tanya Kunz

Commissioners Court - Regular Session **20.**

Meeting Date: 01/09/2024

2025 HazMat Monitor Maintenance Homeland Security Grant Project (HSGP)Resolution

Submitted For: Hank Jones **Submitted By:** Hank Jones, Emergency Services Dept

Department: Emergency Services Dept.

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on adopting a resolution supporting the application for Homeland Security Grant funding for the 2025 HazMat Monitor Maintenance Project grant #2957210.

Background

This project is submitted annually to the Capitol Area Council of Governments Homeland Security Task Force for funding consideration to maintain, repair and calibrate the hazardous materials monitoring equipment used by the Williamson County HazMat and Regional Response Teams. The maintenance of monitoring equipment is a priority at the state and regional level.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

2025 HSGP Monitor Maintenance Resolution

Internal Grant Application

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	12/20/2023 10:26 AM
Form Started By: Hank Jones		Started On: 12/19/2023 11:13 AM
Final Approval Date: 12/20/2023		

IN THE COMMISSIONERS' COURT
OF WILLIAMSON COUNTY, TEXAS

RESOLUTION

A resolution of the Commissioners' Court of the County of Williamson, Texas hereby authorizing the submittal of a grant application to the Office of the Governor, Homeland Security Grant Program (HSGP) for the Williamson County Monitor Maintenance Project. The (HSGP) grant application number is 2957210.

WHEREAS, The Williamson County Commissioners' Court finds it in the best interest of the citizens of Williamson County, that the Williamson County Monitor Maintenance Project Grant Application be submitted to the State of Texas, Office of the Governor, Homeland Security Grant Program (HSGP); and

WHEREAS, The Williamson County Commissioners' Court agrees that in the event of loss or misuse of the Office of the Governor, Homeland Security Grant Program (HSGP) funds, the Williamson County Commissioners' Court assures that the funds will be returned to the Office of the Governor, Homeland Security Grant Program (HSGP) in full; and

WHEREAS, The Williamson County Commissioners' Court designates the Honorable Bill Gravell Jr., Williamson County Judge as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW, THEREFORE, BE IT RESOLVED that the Williamson County Commissioners' Court approves submission of the grant application to the Office of the Governor, Homeland Security Grant Program (HSGP) for the Williamson County Monitor Maintenance Project.

Adopted this 9th day of January, 2024.

_____

Bill Gravell Jr.
Williamson County Judge

Grant Title/Project Name:	Hazmat Monitor Maintenance
Department:	542-Fire Marshal Special Operations
Requestor:	David Cella
Contact Email:	david.cella@wilco.org
Contact Phone Number:	512-943-3698
Start Date:	10/1/2024
End Date:	9/30/2025
Please select request category:	Service
Describe the purpose of the grant in detail to include all requirements.	This is a Homeland Security Grant for a one-year service agreement for providing monitor maintenance to calibrate & maintain all the hazmat metering/monitoring equipment for the Williamson County Hazardous Materials Response Team.
Select the type of grant your department is applying for:	State
What is the amount of the grant?	$65,000.00
Please provide a breakdown of the total cost above.	This grant will provide a monitor maintenance contract that will cover all of the hazmat detection monitors listed in the maintenance contract and provides the following: (Please see the attached contract for more information) - 90-day on-site service and calibration -Event monitoring support, as needed -24/7 live support with a RAE certified technician and certified hazmat technician -Consumable replacement -Vendor provided hazmat training
Is there a match requirement?	No
What is the source of the match?	
Does the grant cover the cost of the request 100%?	Yes
If not, how much is left unpaid?	
What is the plan to obtain grants/funds for the remaining amount?	
List other similar assets in the County and/or region and if they are available for use?	
How is this asset request different from any similar assets currently in the County and/or region?	
What types of events/purpose would this asset be used for that cannot be accomplished with a current County asset?	

How often do these events occur?	
Identify the number of personnel required to operate this asset and/or be available for the function where it is to be used? How much time is required of those personnel? What is the cost of the personnel?	
Where will the asset be stored?	
What is the useful life of the asset?	
Will a replacement be requested from general funds when useful life has been exhausted?	
Will other agencies be billed for the use of this asset (e.g. vendors paid, employee worked hours and paid, inventory costs etc.)?	
Does this asset require insurance coverage?	
If yes, what is the estimate of asset insurance coverage?	
Will this asset require on-going maintenance? Please describe the maintenance required along with an estimate for these costs.	
How will this asset be funded when the grant ends?	
What is the impact if the grant is not received?	
New Personnel position is:	
Where will this position office?	
Who will this position report to?	
What tasks will this position perform? Include the five primary functions and the percentage of time spent to be spent on each function.	
Will this position take over tasks from current County employee?	
If yes, please explain the impact to current employee.	
How will this position be funded when the grant ends?	
Does this position or a similar position currently exist within the department?	
If “yes” how many of these similar positions exist	
Describe any alternatives considered to achieve desired outcome in lieu of a position (i.e. equipment, software, technology or change in business practice).	
Describe how workload will be accomplished/re-allocated should grant not be approved.	
List other similar items in the County and/or region and if they are available for use?	None
How is this item request different from any similar assets currently in the County and/or region?	This will help ensure that the Williamson County Hazardous Material

	Response Team has well maintained and correctly calibrated equipment ready for service in the event of a hazardous materials incident.
What types of events/purpose would this item be used for that cannot be accomplished with a current County asset?	The contract provides the calibration gas, equipment, consumables, traning, and certified technicians to perform routine calibrations and repairs to our monitoring/testing equipment.
Identify the number of personnel required to operate this item and/or be available for the function where it is to be used?	1
Please explain how this item will create the need for more or less personnel (or mark n/a for no change)?	This will remove the liability from the county by having a third-party vendor maintain and repair all the specialized equipment.
Where will the item be stored?	N/A
What is the useful life of the item?	1 Year
Will other agencies be billed for the use of this item (e.g. vendors paid, employee worked hours and paid, inventory costs etc.)?	
Does this item require insurance coverage?	No
Will this item require any form of licensing?	No
Will this item require on-going maintenance? Please describe the maintenance required along with an estimate for these costs?	The grant funds will fund a contract that provides the maintenance. No further maintenance beyond that is required.
How will this item be funded when the grant ends?	Our department will continue to apply for Homeland Security Grant funds to assist with offsetting the cost of the annual operational expenses.
What is the overall budgetary impact? (i.e. revenue generation, expense reduction, etc.)	N/A
Please identify any additional equipment needed/required (now or in the future) should the grant/asset is awarded.	N/A
What is the cost and frequency to maintain/update the additional equipment?	N/A
What is the impact of this grant application on other internal/county departments?	N/A
If yes, what is the estimate of that license fee?	
If yes, what is the estimate of insurance coverage?	
Will a replacement be requested from general funds when useful life has been exhausted? (OR)	No
If yes, how much is the match amount?	

Please identify any known decrease in funding at this time.	
Is this a new program to your department/office?	No
Please provide data points to be collected to show program success	
Please show historical data points or performance measures, statistics, services provided, etc. or any/all updates for re-application	The County has utilized grant funds for several years to fund a third-party vendor to perform the calibration services and bear the responsibility and liability to ensure that the meters are calibrated in accordance with the manufacturer’s recommendations. Our office receives the calibration records after every 90-day calibration and these records are maintained for the service life of the meter. Quarterly audits are conducted by our office to ensure that the third-party vendor is complying with the agreed upon contract and all terms are being met.
ID	119
Version	1.0
Attachments	False
Created	12/15/2023 10:15 AM
Created By	David Cella
Modified	12/15/2023 10:15 AM
Modified By	David Cella

Commissioners Court - Regular Session **21.**

Meeting Date: 01/09/2024

Orphan Kitten Investment

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

Department: Animal Services

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on an investment from the Orphan Kitten Club.

Background

The Orphan Kitten Club has selected the Williamson County Regional Animal Shelter with a $30,000 investment in our "Spay It Forward" program increasing our partnerships with outside veterinary clinics for kitten spay/neuter services.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Orphan Kitten Investment

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	01/04/2024 12:10 PM
Form Started By: Misty Valenta		Started On: 01/04/2024 11:54 AM
Final Approval Date: 01/04/2024		

DocuSign Envelope ID: C90F3137-2B32-4070-B1E8-6D2224133A13

Dear **Williamson County Regional Animal Shelter,**

Congratulations!

Orphan Kitten Club (hereafter referred to as "OKC") is thrilled to support your lifesaving efforts by investing **$30,000** in your organization in response to your Mightycat Program application **ID-P177.**

Funds will be distributed via ACH transfer following the return of this agreement. A package will be mailed in the upcoming weeks containing OKC branding materials for use in the required photos and/or videos celebrating your grant.

REQUIREMENTS:

By accepting the grant funds you represent and warrant that your organization will:

1. Use the funds for **"Spay it Forward"** as outlined in your proposal**.**
2. **If you are unable to use the funds as originally indicated, you agree to let Orphan Kitten Club know** as soon as is reasonably possible and propose a new agreement on how the remaining funds could be used to impact the lives of kittens.
    a. Note that a proposal for alternate use of funds may or may not be approved.
3. Complete the two follow-up grant reports in a timely manner. **This includes an update five months after this agreement is signed to check in on the progress of the grant as well as a ten-month final report.**
    a. By that time, unless otherwise communicated, it is expected that:
        i. Grant funding will have been used for the intended project; and
        ii. You will share quantifiable data metrics on how the funded program impacted kittens in your community.
4. **Provide OKC with continued content** (photos, video, written stories) and updates for 2-3 of the kittens you have saved because of this funding.
5. **High-quality photos (5-6) of the items purchased being used with OKC branding** (stickers and signs) and action images that show the impact of the grant. We would like to see images that show kittens helped, the person in the funded position working with a kitten, the tech setup used, etc., this is where you get creative!
    a. For example, if we funded a staff member, we would like to see images of that team member in action (sending kittens to foster, providing treatments, etc). These images will be uploaded to a Dropbox folder (Link emailed separately).
6. Announce and **celebrate the investment from Orphan Kitten Club** (minimum: 1-3 posts on social media) utilizing the OKC branded items sent in the grant packet.

DocuSign Envelope ID: C90F3137-2B32-4070-B1E8-6D2224133A13

7. **All photos and video clips** submitted to OKC to report on the progress of your grant become the property of Orphan Kitten Club. You agree to their use on our website, social media, newsletters, or any other way we would like to communicate this story to the public.

AWARD AMOUNT:
Funding decisions are made based on multiple factors, including our annual budget. The amount awarded may be greater or less than the amount requested. Funds are required to focus on the lifesaving objectives outlined in your request. Should funds be used for purposes that do not align with the Orphan Kitten Club Mission we reserve the right to request funding be returned. We trust that you will utilize these funds in the best manner possible to achieve the greatest return for your organization and community. If you are unable to complete the project outlined in your application, please contact us to discuss options on how the funding can be reallocated within your organization.

MUNICIPAL ORGANIZATIONS:
Municipalities are reminded that, per the certification, you agreed to during the application process, funds donated shall not supplant or replace existing government funding, may not be appropriated to the general funds of the municipality, but rather must be utilized and become an additional part of the funding of the animal control sheltering department.

NON-DISPARAGEMENT CLAUSE:
As a recipient of an Orphan Kitten Club Mightycat Grant, your organization shall not make any oral or written statement about OKC that is intended or reasonably likely to disparage the organization, or otherwise degrade OKC's reputation in the animal welfare community.

Thank you for all you do for kittens! We look forward to hearing about the amazing lifesaving work you are able to accomplish with this investment.

Sincerely,
Anne Estabrook
Orphan Kitten Club, Managing Director

Signature | Date

Misty Valenta

Name | Title

Commissioners Court - Regular Session **22.**

Meeting Date: 01/09/2024

Fifth Amendment to Expo Center Agreement with Taylor Rodeo Association, Inc.

Submitted For: Russell Fishbeck **Submitted By:** Russell Fishbeck, Parks

Department: Parks

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a Fifth Amendment to that Certain Williamson County Exposition Center Operation and Use Agreement between Williamson County, Texas and Taylor Rodeo Association, Inc.

Background

Williamson County desires to allow the Taylor Rodeo Association, Inc. (TRA) to contract with its own food and alcohol vendors, in exchange for a fee payable to the County for the three booked TRA events occurring in 2024. Contracted food and alcohol vendors must comply with the policies and procedures set forth, to include identified amounts of liquor liability insurance. This agreement was completed in close coordination with the Commissioners Court's General Counsel's Office.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Taylor Rodeo Association - 5th Amendment

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	12/28/2023 08:39 AM
Parks (Originator)	Russell Fishbeck	01/03/2024 09:16 AM
County Judge Exec Asst.	Becky Pruitt	01/03/2024 01:25 PM
Form Started By: Russell Fishbeck		Started On: 12/27/2023 11:50 AM
Final Approval Date: 01/03/2024		

FIFTH AMENDMENT TO WILLIAMSON COUNTY EXPOSITION CENTER OPERATION AND USE AGREEMENT

THIS FIFTH AMENDMENT TO THAT CERTAIN WILLIAMSON COUNTY EXPOSITION CENTER OPERATION AND USE AGREEMENT ("Fifth Amendment") is made and entered into by and between WILLIAMSON COUNTY, TEXAS, a political subdivision of the State of Texas ("Owner") and TAYLOR RODEO ASSOCIATION, INC., a not-for-profit Texas corporation ("TRA").

RECITALS

WHEREAS, Owner and TRA executed that certain agreement entitled Williamson County Exposition Center Operation and Use Agreement, hereinafter the "Agreement", which became effective as of July 22, 2015, for the operation and use of designated areas of the Williamson County Expo Center for specific events held by TRA;

WHEREAS, Owner and TRA wish to amend various provision of the Agreement;

NOW, THEREFORE, premises considered, Owner and TRA agree that the Agreement is amended as follows:

AGREEMENTS

1. **Event Booking Notices.** TRA hereby provides Owner with TRA's Booking Notices for Event #1, Event #2 and the Event #3 for the year of 2024:

   a. Event #1: TRA's Annual Taylor Rodeo during July 17-21, 2024;
   b. Event #2: Bull Buckout during June 5-9, 2024*; and
   c. Event #3: TRA's Annual Fundraiser during March 22-23, 2024.

   *TRA acknowledges the Williamson County Expo Center's air-conditioned exposition hall and exhibition space, and multi-purpose classroom/conference rooms; and restrooms dedicated for such areas will be rented by a third party during TRA's Booked Event #2 and that such areas will not be available for TRA's use.

2. **Consumable Concessions.** TRA acknowledges that during Booked TRA Events, Owner events and third-party events, Owner has the exclusive right to license, sell, display, distribute and store (in locations reasonably convenient to Owner or its concessionaire and, as designated by Owner) all consumable concessions, which includes, but is not limited to food, food product, candy and any other edible items; nonalcoholic beverages; and alcoholic beverages; and TRA does not have any rights to any revenues generated from the sale of the above referenced items during any Booked TRA Event.

   However, Owner hereby agrees to allow TRA to contract with its own food and alcohol vendors, in accordance with the terms hereof, for the Booked TRA Events occurring in 2024 provided that such food and alcohol vendors comply with the policies and procedures of the

Owner and the Williamson County Expo Center.

TRA shall comply with the following terms and conditions in the event alcohol is provided, sold and/or consumed during TRA's Booked Events:

(a) Alcohol may only be provided by an Approved Alcohol Vendor/Concessionaire with adequate liquor liability insurance coverage.
(b) At least seven (7) calendar days prior to TRA's Booked Event, Owner shall be provided with a copy of a Certificate of Insurance evidencing the following minimum liquor liability insurance requirements:
    (1) Liquor liability coverage limits of $1MM per occurrence and $2MM in the aggregate or more;
    (2) The policy must be effective at all times during TRA's Events;
    (3) The policy must list the dates when alcohol will be provided and/or consumed during TRA's Booked Events;
    (4) The policy must name the TRA's Booked Event under description of operations; and
    (5) **The policy must name "Williamson County, Texas" as a certificate holder and additional insured.**

3. **Flat Fee.** TRA and Owner hereby agree TRA will pay to Owner a flat fee of $18,000.00, which shall be paid to Owner on or before August 1, 2024 ("Flat Fee"). In consideration of the Flat Fee, Owner agrees as follows:

    a. To allow TRA to contract with its own food and alcohol vendors, in accordance with the terms hereof, for the Booked TRA Events occurring in 2024 provided that such food and alcohol vendors comply with the policies and procedures of the Owner and the Williamson County Expo Center;
    b. To provide all rodeo equipment preparation, setup and tear down services necessary for Booked Event #1 and Booked Event #2 in 2024, which shall include installation and tear down of chutes, panels, and pens;
    c. To provide arena and dirt preparation services necessary for Booked Event #1 and Booked Event #2 in 2024;
    d. To pay for restocking costs of the consumables used during Booked Events #1, #2 and #3 in 2024;
    e. To pay for the utilities costs of the utilities used during Booked Events #1, #2 and #3 in 2024 (See Section 6.12 of the Agreement for types of utilities).

    TRA acknowledges and agrees that TRA shall remain obligated to remove trash from the bleachers and bulk trash from trash receptacles after each Booked TRA Event, to pay for the trash bags for the trash receptacles and be obligated to pay the contracted rate to the Owner's janitorial services contractor (currently McLemore Building Maintenance) for janitorial services for each of the TRA Booked Events, which Owner will schedule on behalf of TRA.

    TRA hereby further acknowledges that the Flat Fee amount set out herein-above was calculated and agreed upon based on the specific Event #1, Event #2 and the Event #3 for

the year of 2024 named above and that any changes to such events have the propensity of increasing the Owner's actual costs. Thus, TRA agrees that it shall not add or modify the specific Event #1, Event #2 and the Event #3 for the year of 2024 named above and, in the event any modifications are made without the written consent of Owner, TRA shall be obligated to pay, upon demand, any excess actual costs associated with unauthorized modifications or changes to such events.

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

5. **Media Rights.** Owner reserves the rights and privileges for outgoing television and radio broadcast originating from the Williamson County Expo Center in relation to the TRA Booked Events named herein. Should Owner grant TRA the privilege of conducting outgoing television and radio broadcast, Owner has the right to require advance payment to Owner of any estimated cost related to such broadcasts. TRA acknowledges and agrees that Owner may also require payment for the privilege of making such broadcasts in addition to the other fees TRA is obligated to pay to Owner. The grant of any broadcasting privileges must be in writing and obtained from the Expo Center Manager in advance of the broadcast date.

6. **Effective Term of Amendment.** To the extent necessary and for only the TRA Booked Events occurring in 2024, the amendments set out above shall control and take precedent over any conflicting term of the Agreement. Following 2024, the above stated amendments shall not be effective, and all terms of the Agreement shall control thereafter.

7. **Authority.** Each party represents and warrants that it has due power and lawful authority to execute and deliver this Fifth Amendment and to perform its obligations under the Agreement; and, furthermore, the Agreement and this Fifth Amendment are the valid, binding and enforceable obligations of such party.

8. **Extent of Amendment.** All other terms of the Agreement and any prior amendments thereto which have not been specifically amended herein shall remain the same and shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Fifth Amendment to be signed by their duly authorized representatives on behalf of such party, to be effective as of the date of the last party's execution hereof.

WILLIAMSON COUNTY, TEXAS (Owner)

By: _____
Signature

_____
Printed Name

_____
Title

_____ ___, 20___
Date

TAYLOR RODEO ASSOCIATION, INC. (TRA):

By: _____
Signature

Tim Sims
Printed Name

President
Title

January 3, 2024
Date

Commissioners Court - Regular Session **23.**

Meeting Date: 01/09/2024

Approval of Purchase of One (1) Ford F-150 Extended Cab Truck from Silsbee Ford for Parks Department - Williamson County Conservation Foundation

Submitted For: Joy Simonton **Submitted By:** Gretchen Glenn, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving purchase #2024104 of One (1) Ford F-150 Extended Cab Truck in the amount of $41,920.00 from Silsbee Ford pursuant to TIPS Contract #210907.

Background

Approval of this item will support the operations of the Williamson County Conservation Foundation for the Trail Steward position. The Funding Source is 01.0508.0508.005700. Point of contact is Josh Renner.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Quote

Form 1295 - Silsbee Ford

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	01/04/2024 09:35 AM
County Judge Exec Asst.	Becky Pruitt	01/04/2024 09:48 AM
Form Started By: Gretchen Glenn		Started On: 01/03/2024 11:15 AM
Final Approval Date: 01/04/2024		

PRODUCT PRICING SUMMARY

TIPS USA 210907 TRANSPORTATION VEHICLES

VENDOR- Silsbee Ford, 1211 Hwy 96 N., Silsbee TX 77656

End User: WILLIAMSON COUNTY
Contact: KEVIN TELLER
Email:
Product Description: FORD F-150

Prepared by: MICHAEL WILEY
Phone: 254-541-9061
Email: mwiley.silsbeefleet@gmail.com
Date: January 2, 2024

A. **Bid Item:** 31 **A. Base Price:** $ 33,964.00

B. **Factory Options**

Code	Description	Bid Price	Code	Description	Bid Price
X1E	2023 EXTENDED CAB 4X4	$ 3,500.00			
	VINYL 40/20/40 SEAT; RUBBER FLOOR	INCL			
	A/C; AM/FM RADIO W/SYNC	INCL			
	6.5FT BED	INCL			
	POWER WINDOWS AND LOCKS	INCL			
995	5.0L V8; 10-SPD AUTOMATIC	$ 2,335.00			
XL6	3.73 E-LOCKING REAR AXLE	$ 570.00			
53A	TRAILER TOW PACKAGE	$ 1,325.00			

Total of B. Published Options: $ 7,730.00

Published Option Discount (5%) $ (211.50)

C. **Unpublished Options**

Description	Bid Price	Options	Bid Price
WHITE	COLOR		
STOCK UNIT TO THIS SPEC			
ARRIVING SOON			

Total of C. Unpublished Options: $ -

D. **Floor Plan Interest (for in-stock and/or equipped vehicles):** $ -

E. **Lot Insurance (for in-stock and/or equipped vehicles):** $ -

F. **Contract Price Adjustment:** $ -

G. **Additional Delivery Charge:** 250 **miles** $ 437.50

H. **Subtotal:** $ 41,920.00

I. **Quantity Ordered** 1 **x H =** $ 41,920.00

J. **Trade in:** $ -

K. **Total Purchase Price** $ 41,920.00

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2024-1108051

Date Filed:
01/03/2024

Date Acknowledged:

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

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

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
133830
Vehicle for Parks (WCF) - Contract #2024104

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Donalson, Drew	Silsbee, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

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

My address is _____ (street), Belton (city), TX (state), 76513 (zip code), U.S. (country).

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

Executed in Bell County, State of Texas, on the 3 day of January (month), 20 24 (year).

Michael Wiley
Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2024-1108051

Date Filed:
01/03/2024

Date Acknowledged:
01/03/2024

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

Silsbee Ford
Silsbee, TX United States

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

Williamson County

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

133830
Vehicle for Parks (WCF) - Contract #2024104

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Donalson, Drew	Silsbee, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

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

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

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

Executed in _____County, State of _____, on the _____day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session **24.**

Meeting Date: 01/09/2024

Approval of Lease for Multifunction Device through SHARP Electronics Corporation for Parks Department

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on adding a BP-70C31 unit at River Ranch County Park for the Phase II Lease Schedule of Managed Print and Copier Services and Multifunction Devices (Copy/Print/Scan) through Sharp Electronics Corporation utilizing DIR Contract # DIR-CPO-4433.

Background

The Parks Department seeks to replace an expiring malfunction device at River Ranch County Park. The replacement unit will be added to the Phase II Lease Schedule of Managed Print and Copier Services and Multifunction Devices (Copy/Print/Scan) through Sharp Electronics Corporation approved by the Commissioner's Court on 11/8/22. Requested device is an BP-70C31 for $135.33 per month for 60 months to begin 2/1/24.

The solicitation award, the vendor response and DIR Contract # DIR-CPO-4433 outline the lease and service terms. The length of the device lease shall be sixty-months (60) with two, optional twelve-month (12) renewals. Unlimited black and white and color outputs, consumables and maintenance are included. Expenditures for device leasing spans various departments. Cost center is 01.0100.3107.004621. The department point of contact is Sam Gibson. Sharp Electronics Corporation is a publicly traded company and no Form 1295 is required.

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	01/04/2024 11:10 AM
Form Started By: Joy Simonton		Started On: 01/04/2024 10:07 AM
Final Approval Date: 01/04/2024		

Commissioners Court - Regular Session **25.**

Meeting Date: 01/09/2024

Approval of Services Agreement for Constable #4 Patrol Desk with Facilities Resource, Inc. for Facilities Management

Submitted For: Joy Simonton **Submitted By:** Gretchen Glenn, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the services agreement #202504 with Facilities Resource Inc. for Williamson County Constable #4 Patrol Desk in the amount of $13,650.18 pursuant to Omnia Contracts #R191804 and #R221001, and authorize execution of the agreement.

Background

This agreement is for the purchase of furniture and installation of the Taylor Annex, located at 412 Vance Street, Taylor, TX - Constable #4 Patrol Desk. The funding source is 01.0100.0554.003005 and the department point of contact is Chief Deputy Olsen.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Services Contract

Form 1295 Facilities Resource

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Gretchen Glenn	12/19/2023 11:34 AM
Purchasing (Originator)	Joy Simonton	01/03/2024 12:02 PM
County Judge Exec Asst.	Becky Pruitt	01/03/2024 01:23 PM
Form Started By: Gretchen Glenn		Started On: 12/15/2023 01:57 PM
Final Approval Date: 01/03/2024		

WILLIAMSON COUNTY
SERVICES CONTRACT

(Facilities Resource, Inc.)

Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that any quotes, estimates, 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 **Facilities Resource, Inc.** (hereinafter "Service Provider"), both of which are referred to herein as the parties. The County agrees to engage Service Provider as an independent contractor, to provide certain services pursuant to the following terms, conditions, and restrictions:

I.

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

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

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

II.

Effective Date and Term: This Contract shall be in full force and effect as of the date of the last party's execution below and shall continue until the Project Completion Date set out on the signature page hereinbelow or when terminated pursuant to this Contract, whichever event occurs first.

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 for the services shall be capped and paid in the amount set out in **Exhibit "A"** upon final completion of the services as determined by County. 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.

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

VI.

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

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

VII.

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

VIII.

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

IX.

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

X.

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

XI.

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

XII.

Right to Audit: Service Provider agrees that the County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of Service Provider which are directly pertinent to the services to be performed under this

Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Service Provider agrees that the County shall have access during normal working hours to all necessary Service Provider facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. The County shall give Service Provider reasonable advance notice of intended audits.

XIII.

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

XIV.

No Assignment: Service Provider may not assign this Contract.

XV.

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

XVI.

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

XVII.

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

XVIII.

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

XIX.

Media Releases: Service Provider shall not use County's name, logo, or other likeness in

any press release, marketing materials, or other announcement without the County's prior written approval.

XX.

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

XXI.

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

A. As described in the attached Quote/Proposal/Estimate, and being marked **Exhibit "A,"** which is incorporated to the extent the Quote/Proposal/Estimate meets or exceeds the requirements of County's solicitation, if applicable;
B. The cooperative purchasing contract or agreement applicable to this Contract, if any, set out on the signature page hereinbelow; and
C. Insurance certificates evidencing coverages required herein above.

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

XXII.

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

WITNESS that this Contract shall be effective as of the date of the last party's execution below ("Effective Date").

WILLIAMSON COUNTY:

_____
Authorized Signature

Judge Bill Gravell, Jr.
County Judge

Date: _____ ____, 20____

SERVICE PROVIDER:

Facilities Resource, Inc.
Name of Service Provider

Margaret Teinert
Digitally signed by Margaret Teinert
DN: cn=Margaret Teinert, o=Facilities Resource, Inc., ou, email=mteinert@fri-texas.com, c=US
Date: 2023.11.30 14:34:04 -06'00'
Authorized Signature

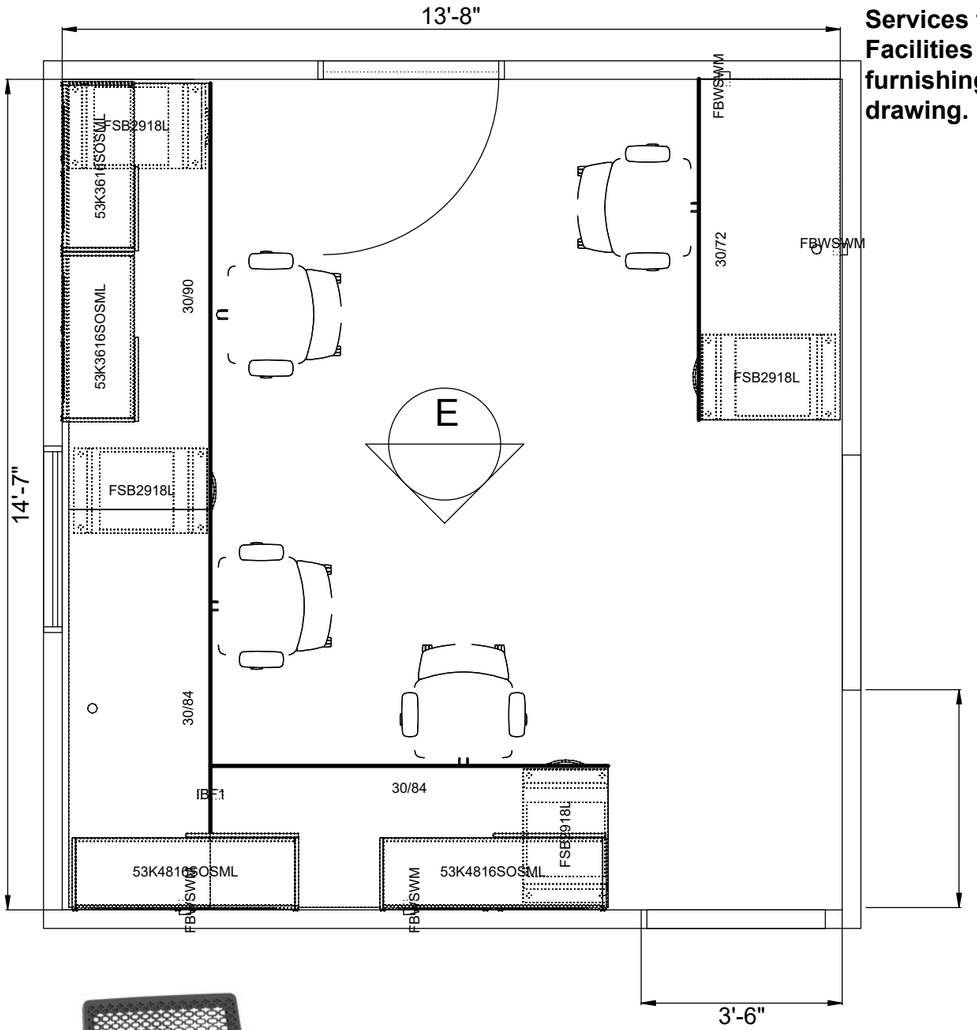
Margaret Teinert
Printed Name

Date: 11/30, 20 23

Project Completion Date: The Services set out in **Exhibit "A"** shall be completed by Service Provider on or before **sixty (60) calendar days** after Effective Date of this Contract.

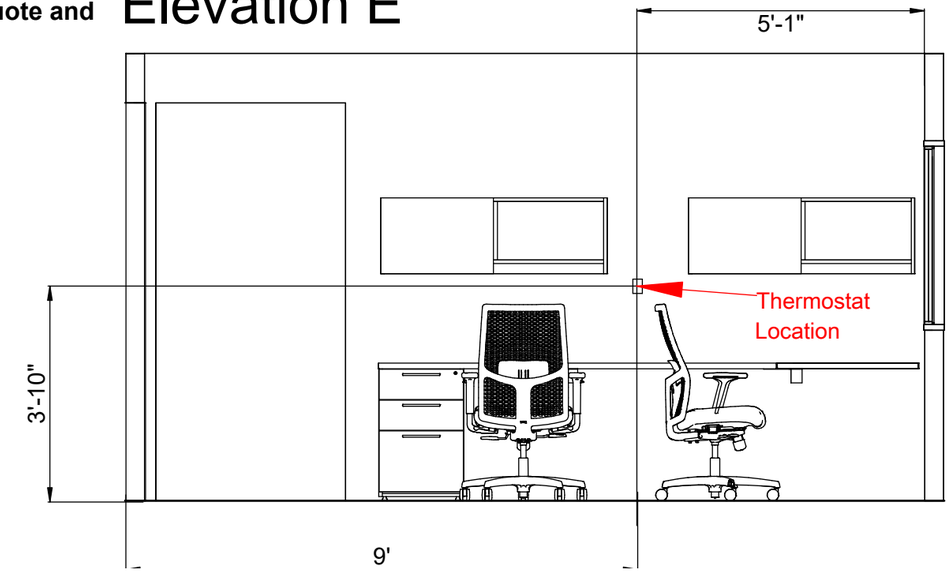
Cooperative Purchasing Contract or Agreement (if applicable): Cooperative Purchasing – OMNIA – Contract Number #R191808 & R191804

Exhibit “A”



Services to be performed:
Facilities Resource Inc. will install furnishings provided in quote and drawing.

Elevation E



Hon Ignition 2.0 Task Chair With ReActive Back

Hon Optic Starry Night Fabric

Kimball Potico Laminate

facilities resource inc.
1641 Scottsdale Drive
Cedar Park, TX 78641
P. 512-371-1232
F. 512-371-9155

WILCO CONSTABLE OFFICE

412 Vance Street Taylor, TX

JOB NO:	23537A
DATE:	11/15/2023
DRAWN BY:	CLG
SCALE:	1/4" = 1'-0"

REVISIONS

DATE	NOTES

SHEET NO:
1 OF 1

APPROVED BY:

DATE:

PRELIMINARY

This document is not for regulatory approval, permitting, or construction. It is released under the authority of:
Registrant's name: Margaret

Date: 11/15/2023

This document contains confidential information which is proprietary to Facilities Resource, Inc. It is intended solely for information and use on the aforementioned project. No part of its contents may be used, copied, disclosed or conveyed to any party in any manner whatsoever without prior written permission from Facilities Resource, Inc.

Facilities Resource Inc.
1641 Scottsdale Drive
Cedar Park, TX 78641
512-371-1232

QUOTATION

DATE	QUOTE #
11/21/23	**23537A**
SALES REP	PAYMENT TERMS
Brad Schweifler	Per Contract

BILL TO:	CUSTOMER PURCHASE ORDER	FINAL LOCATION:
Daryl Mutz 2nd Floor New Office Furnishings Williamson County 412 Vance Street Taylor, TX 76574-3506 PH: 512.943.3799 C: 512.645.4753		Daryl Mutz 2nd Floor New Office Furnishings Williamson County 412 Vance Street Taylor, TX 76574-3506 PH: 512.943.3799 C: 512.645.4753

SUMMARY INFORMATION

Kimball OMNIA Partners Contract #R191808
HON OMNIA Partners Contract #R191804

The typical lead time on manufacturing is 4 to 5 weeks from order acknowledgement (when we receive proof of the order being processed). Shipping of product adds about an additional week of time.

ITEM #	QTY	PRODUCT	UNIT PRICE	EXT. PRICE
1	4.00	The HON Company HIWMRA .Y1 .A .H .0S $(1) .OP 11 .TL .SB .TI Ign 2.0 Mid-back ReActiv .Y1 = Syncho-Tilt W Seat Slider (Control Type) .A = Height and Width Adj. Arm (Select Arm Type) .H = Hard Caster (Select Caster/Glide Option) .0S = Charcoal (Select Back) $(1) = Grd 1 UPH (Select Upholstery) .OP = Optic (Upholstery Selection) 11 = Starry Night (Optic) .TL = Titanium Adjustable Lumbar (Select Lumbar) .SB = Standard Base (Select Base) .TI = Titanium (Select Frame Color) -- ITEM LIST PRICE: $916.00 -- CONTRACT: R191804	$ 427.77	$ 1,711.08
2	2.00	Kimball International ABEPS FOOTPRINT,SUPPOPRT PANEL BRACKET,FOR END PANEL -- ITEM LIST PRICE: $24.00 -- CONTRACT: R191811	$ 8.40	$ 16.80
3	3.00	Kimball International AC72WSSR FOOTPRINT,72W,UNDERSURFACE SUPPORT RAIL,USE W/66-72W SPAN -- ITEM LIST PRICE: $83.00 -- CONTRACT: R191811	$ 29.05	$ 87.15

Facilities Resource Inc.
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QUOTATION

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11/21/23	**23537A**
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Brad Schweifler	Per Contract

ITEM #	QTY	PRODUCT	UNIT PRICE	EXT. PRICE
4	2.00	Kimball International FEP2927L PT *** *** *** *** FOOTPRINT,29WX27H,FREESTANDING,SUPPORT,END PANEL,LAMINATE PT = PORTICO (LAMINATE COLOR) *** = ---- (SPECIAL DEPTH,9-28 3/4) *** = ---- (SPECIAL HEIGHT,20-27 3/4) *** = ---- (FINISH TOP EDGE) *** = ---- (DELETE VEIN LINE) -- ITEM LIST PRICE: $715.00 -- CONTRACT: R191811	$ 250.25	$ 500.50
5	4.00	Kimball International FSB2918L 89_501 KRB PT FOOTPRINT,29DX18WX27H,STORAGE,BOX/BOX/FILE,UDSF,LAM,SQUARE 89_501 = STUDIO,PLATINUM METALLIC (PULL) KRB = RANDOM CORE INCL,NOT INSTALLED (LOCK) PT = PORTICO (PRIMARY/CHASSIS LAMINATE COLOR) -- ITEM LIST PRICE: $2,427.00 -- CONTRACT: R191811	$ 849.45	$ 3,397.80
6	1.00	Kimball International SS3072WSSL1 P STD PT PT *** *** *** *** *** 0000000665 50 *** FOOTPRINT,30DX72W,SURFACE,1 3/16T,STRAIGHT,HPL,SINGLE RIM P = 1/8" MOLDED VIN (RIM PROFILE) STD = STANDARD GROUP 1 (LAMINATE PRICE GROUP) PT = PORTICO (LAMINATE COLOR) PT = PORTICO (RIM COLOR) *** = ---- (SPECIAL DEPTH,9-29 13/16) *** = ---- (SPCL WIDTH,65 15/16-71 13/16) *** = ---- (ADD WIRE MANAGER,LEFT) *** = ---- (ADD WIRE MANAGER,RIGHT) *** = ---- (GROMMET,LEFT) 0000000665 = GROMMET,CENTER (GROMMET,CENTER) 50 = FACTORY INSTALL 99KG50 CENTER (GROMMET,CENTER) *** = ---- (MITER CUT) -- ITEM LIST PRICE: $1,138.00 -- CONTRACT: R191811	$ 398.30	$ 398.30
7	1.00	Kimball International SS3084WSSL1 P STD PT PT *** *** *** *** 0000000674 50 0000000665 50 *** *** FOOTPRINT,30DX84W,SURFACE,1 3/16T,STRAIGHT,HPL,SINGLE RIM P = 1/8" MOLDED VIN (RIM PROFILE) STD = STANDARD GROUP 1 (LAMINATE PRICE GROUP) PT = PORTICO (LAMINATE COLOR) PT = PORTICO (RIM COLOR)	$ 494.20	$ 494.20

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QUOTATION

DATE	QUOTE #
11/21/23	**23537A**
SALES REP	PAYMENT TERMS
Brad Schweifler	Per Contract

ITEM #	QTY	PRODUCT	UNIT PRICE	EXT. PRICE
		*** = ---- (SPECIAL DEPTH,9-29 13/16) *** = ---- (SPCL WIDTH,77 15/16-83 13/16) *** = ---- (ADD WIRE MANAGER,LEFT) *** = ---- (ADD WIRE MANAGER,RIGHT) 0000000674 = GROMMET,LEFT (GROMMET,LEFT) 50 = FACTORY INSTALL 99KG50 LEFT (GROMMET,LEFT) 0000000665 = GROMMET,CENTER (GROMMET,CENTER) 50 = FACTORY INSTALL 99KG50 CENTER (GROMMET,CENTER) *** = ---- (GROMMET,RIGHT) *** = ---- (MITER CUT) -- ITEM LIST PRICE: $1,412.00 -- CONTRACT: R191811		
8	1.00	Kimball International SS3084WSSL1 P STD PT PT *** *** *** *** *** 0000000665 50 *** *** FOOTPRINT,30DX84W,SURFACE,1 3/16T,STRAIGHT,HPL,SINGLE RIM P = 1/8" MOLDED VIN (RIM PROFILE) STD = STANDARD GROUP 1 (LAMINATE PRICE GROUP) PT = PORTICO (LAMINATE COLOR) PT = PORTICO (RIM COLOR) *** = ---- (SPECIAL DEPTH,9-29 13/16) *** = ---- (SPCL WIDTH,77 15/16-83 13/16) *** = ---- (ADD WIRE MANAGER,LEFT) *** = ---- (ADD WIRE MANAGER,RIGHT) *** = ---- (GROMMET,LEFT) 0000000665 = GROMMET,CENTER (GROMMET,CENTER) 50 = FACTORY INSTALL 99KG50 CENTER (GROMMET,CENTER) *** = ---- (GROMMET,RIGHT) *** = ---- (MITER CUT) -- ITEM LIST PRICE: $1,301.00 -- CONTRACT: R191811	$ 455.35	$ 455.35
9	1.00	Kimball International SS3090WSSL1 P STD PT PT *** *** *** *** *** 0000000665 50 *** FOOTPRINT,30DX90W,SURFACE,1 3/16T,STRAIGHT,HPL,SINGLE RIM P = 1/8" MOLDED VIN (RIM PROFILE) STD = STANDARD GROUP 1 (LAMINATE PRICE GROUP) PT = PORTICO (LAMINATE COLOR) PT = PORTICO (RIM COLOR) *** = ---- (SPECIAL DEPTH,9-29 13/16) *** = ---- (SPCL WIDTH,83 15/16-89 13/16) *** = ---- (ADD WIRE MANAGER,LEFT) *** = ---- (ADD WIRE MANAGER,RIGHT) *** = ---- (GROMMET,LEFT) 0000000665 = GROMMET,CENTER (GROMMET,CENTER) 50 = FACTORY INSTALL 99KG50 CENTER (GROMMET,CENTER) *** = ---- (MITER CUT) -- ITEM LIST PRICE: $1,378.00 -- CONTRACT: R191811	$ 482.30	$ 482.30

Facilities Resource Inc.
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QUOTATION

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ITEM #	QTY	PRODUCT	UNIT PRICE	EXT. PRICE
10	2.00	Kimball International 53K3616SOSML 440 PT PRIORITY,36WX16H,OVERHEAD,SLIDING DOOR,WALL MOUNT,LAMINATE 440 = CLOUD (FRONT LAMINATE COLOR) PT = PORTICO (CHASSIS LAMINATE COLOR) -- ITEM LIST PRICE: $1,232.00 -- CONTRACT: R191811	$ 554.40	$ 1,108.80
11	2.00	Kimball International 53K4816SOSML 440 PT PRIORITY,48WX16H,OVERHEAD,SLIDING DOOR,WALL MOUNT,LAMINATE 440 = CLOUD (FRONT LAMINATE COLOR) PT = PORTICO (CHASSIS LAMINATE COLOR) -- ITEM LIST PRICE: $1,492.00 -- CONTRACT: R191811	$ 671.40	$ 1,342.80
12	2.00	Kimball International KAC3622TBKW A 10246 ACCESSORIES-CG,36WX22H,TACKBOARD,WALL MOUNT A = GRADE A (FABRIC GRADE) 10246 = TAPESTRY STERLING (FABRIC PATTERN COLOR) -- ITEM LIST PRICE: $558.00 -- CONTRACT: R191811	$ 251.10	$ 502.20
13	1.00	Kimball International KAC4822TBKW A 10246 ACCESSORIES-CG,48WX22H,TACKBOARD,WALL MOUNT A = GRADE A (FABRIC GRADE) 10246 = TAPESTRY STERLING (FABRIC PATTERN COLOR) -- ITEM LIST PRICE: $576.00 -- CONTRACT: R191811	$ 259.20	$ 259.20
14	2.00	Kimball International DOORS,TFL 419 = WALLABY (DOOR/FRONT TFL COLOR) 419 = WALLABY (CHASSIS TFL COLOR) -- ITEM LIST PRICE: $1,193.00 -- CONTRACT: R191811	$ 536.85	$ 1,073.70

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QUOTATION

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11/21/23	**23537A**
SALES REP	PAYMENT TERMS
Brad Schweifler	Per Contract

ITEM #	QTY	PRODUCT	UNIT PRICE	EXT. PRICE
15	1.00	FRI Services Design DESIGN -- ITEM LIST PRICE: $500.00 -- CONTRACT: R191811	$ 500.00	$ 500.00
16	1.00	FRI Services RDI Receiving, Delivery, & Installation -- ITEM LIST PRICE: $1,320.00 -- CONTRACT: R191811	$ 1,320.00	$ 1,320.00

NOTES:

*Estimated Materials and Commodity Surcharges have been added to this quote due to current market fluctuations, (Actual Amount Charged will be determined at the time the order is placed).

*Storage of product begins upon receipt of product at FRI Warehouse and will be prorated based on need until all product is delivered to site.

*Storage will be calculated on a weekly basis and charged on a change order until the products leave the warehouse. Any outstanding storage change order older than 30 days will cause a hold on product release.

**Facilities Resource, Inc. will assess a 3.5% convenience fee on all credit card transactions.

SUBTOTAL	$13,650.18
FREIGHT	$0.00
DELIVERY/SET-UP	$0.00
SALES TAX (0%)	$0.00
TOTAL	**$13,650.18**
DEPOSIT REQUESTED	$0.00
BALANCE	**$13,650.18**

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2023-1100006

Date Filed:
12/04/2023

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Facilities Resource, Inc.
Cedar Park, TX United States

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

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
3610
Furniture and Installation Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Teinert Ross, Margaret	Georgetown, TX United States	X	
Ross, Darren	Georgetown, TX United States		X
Ornelas, Cynthia	Cedar Park, TX United States		X
Ornelas, Robert	Cedar Park, TX United States		X

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Margaret Teinert Ross, and my date of birth is _____.

My address is _____ (street), Georgetown (city), TX (state), 78628 (zip code), USA (country).

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

Executed in Williamson County, State of Texas, on the 4th day of Dec. (month), 2023 (year).

Margaret Teinert Ross
Digitally signed by Margaret Teinert Ross
DN: cn=Margaret Teinert Ross, o=Facilities Resource, Inc., ou, email=mteinert@fri-texas.com, c=US
Date: 2023.12.04 08:16:30 -06'00'

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2023-1104400

Date Filed:
12/14/2023

Date Acknowledged:
12/14/2023

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

LRE Water LLC
Round Rock, TX United States

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

Williamson County

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

RFQ#23RFSQ79
Groundwater Services Relating to the Trinity Aquifer within Williamson County East of I-35

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

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

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

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

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

Executed in _____County, State of _____, on the _____day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session **26.**

Meeting Date: 01/09/2024

Approval of Device Change for Countywide Multifunction Device Program through SHARP Electronics Corporation for Purchasing Department

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on replacing MX-C507F with MX-C528F on the Williamson County approved device list for Managed Print and Copier Services and Multifunction Devices (Copy/Print/Scan) through Sharp Electronics Corporation utilizing DIR Contract # DIR-CPO-4433.

Background

SHARP Electronics Corporation is discontinuing the MX-C507F device. The replacement device, MX-C528F, is an upgraded model providing a slightly higher page-per-minute speed. The upgrade is provided to Williamson County at no additional cost. SHARP will be providing this device for the FY 24 installations and beyond. The change does require modification of PO #184806, lines 54, 55, 57, 59, 60, 61 and 62. The updated Approved Device Options list is attached herein. Department point of contact is Joy Simonton.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

SHARP Approved Device Options

SHARP side-by-side comparison

PO #184806

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	01/02/2024 04:25 PM
Form Started By: Joy Simonton		Started On: 01/02/2024 01:33 PM
Final Approval Date: 01/02/2024		

SHARP

Williamson County Multifunction Device Options 60-Month Lease

Lease term may be extended through 2029 to complete consolidation project.

BP-70C31 **$135.33/Month** **60 Months**

- Floor model
- Unlimited Color and B&W Outputs Included
- Auto Shipped Toner Included
- All SHARP Service and Maintenance Included
- Paper Sizes: 8.5 x 11; 8.5 x 14; 11x17
- No tray change required for paper sizes
- Hole Punch
- Print Speed: 31 Pages Per Minute
- Time to first page: 5.6 Seconds

BP-70C65 **$182.94/Month** **60 Months**

- Floor model
- Unlimited Color and B&W Outputs Included
- Auto Shipped Toner Included
- All SHARP Service and Maintenance Included
- Paper Sizes: 8.5 x 11; 8.5 x 14; 11x17
- No tray change required for paper sizes
- Hole Punch
- Print Speed: 65 Pages Per Minute
- Time to first page: 3.7 Seconds

MX-C528F **$105.92/Month** **60 Months**

- Desktop Model
- Unlimited Color and B&W Outputs Included
- Auto Shipped Toner Included
- All SHARP Service and Maintenance Included
- Paper Sizes: 8.5 x 11; 8.5 x 14
- No tray change required for paper sizes
- Print Speed: 52 Pages Per Minute
- Time to first page: 6.5 Seconds

Desktop model. Stand not included.

Updated – Purchasing Department 12/27/23 Joy Simonton joy.simonton@wilco.org.

Williamson County Device Upgrade Side-by-Side Comparison

	Sharp MX-C507F	**Sharp MX-C528F**
BACKGROUND INFORMATION	**USA, BLI ID: 11511**	USA, BLI ID: 19492
Speed	50 ppm color/50 ppm black	52 ppm color/52 ppm black
Manufacturing Status	Current	Current
Part Number	MX-C507F	MX-C528F
Domestic Intro Date	September 2020	June 2023
TYPE	**Full-color printer, MF**	Full-color printer, MF
Scanner	Digital	Digital
Technology	Laser	Laser
GENERAL SPECIFICATIONS/PAPER HANDLING		
First Copy Time	12 sec color/10 sec black	6.5 sec color/5.5 sec black
Multicopy (Ltr/Lgl/Ldgr)	50 cpm color/50 cpm black	52 cpm color/52 cpm black
Document Feeder	Std RADF	Std DSPF
Document Feeder Capacity	50 orig	100 orig
CONTROL PANEL DETAILS		
Control Panel	Keypad and 7" color touchscreen	10" color touchscreen
ADDITIONAL INFORMATION		
Dimensions (HxWxD)	25.5" x 19.9" x 21"	24.4" x 18.85" x 20.9"
Weight	101 lbs	87 lbs
Power Requirements	110-127 V, 12 A	110-127 V, 12 A
MULTIFUNCTION MODES		
Copier	Std	Std
Network Printer	Std	Std
Printer	Std	Std
Fax	Std	Std
Scanner	Std	Std
PRINTER SPECIFICATIONS		
Speed	50 ppm color/50 ppm black	52 ppm color/52 ppm black
SCANNER AND IMAGE MANAGEMENT SPECIFICATIONS		
Scan Speed (Simplex/Duplex)	60 ipm color, 60 ipm black/28 ipm color, 28 ipm black	Info not avail/104 ipm color, 104 ipm black

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PURCHASE ORDER

Williamson County
Purchasing Department
100 Wilco Way, Ste P101
Georgetown, TX 78626
512-943-1100

P.O.Number: **184806**
Date:10/20/2023
Version:

Important: Purchase Order number must appear on invoices and packages. Acknowledge if unable to ship on time. Purchases are valid only when covered by this Purchase Order and signed by an authorized person.

Vendor:
SHARP ELECTRONICS CORP
SHARP BUSINESS SYSTEMS
100 PARAGON DR BOX Q
MONTVALE NJ 07645

Ship to:
Purchasing Department
100 Wilco Way, Suite P101
Georgetown, TX 78626

Requested By: Donaldson, Dolores E

Delivery Date:

Bill to:
Purchasing Department
100 Wilco Way, Suite P101
Georgetown, TX 78626

Description	Price	Per	Amount
1: SHARP BP-70C65, DISTRICT COURTS MAILROOM, 405 MLK GEORGEOTWN 12 MONTHS @182.84 Supplier Item: Notes to Supplier:	1.00	2195.28 $	2,195.28
2: SHARP BP-70C31, DISTRICT COURTS MAILROOM, 405 MLK GEORGETOWN 12 MONTHS @ 135.33 Supplier Item: Notes to Supplier:	1.00	1623.96 $	1,623.96
3: SHARP BP-70C65, EMERGENCY SERVICES OPERATIONS CETNER, OFFICE OF EMERGENCY MANAGEMENT (OEM), 911 TRACY CHAMBERS LANE GEORGETOWN 12 MONTHS @ 182.94 Supplier Item: Notes to Supplier:	1.00	2195.28 $	2,195.28
4: SHARP BP-70C31, EMERGENCY SERVICES OPERATIONS CENTER, ESOC (EMERGENCY COMMUNICATIONS), 911 TRACY CHAMBERS LANE GEORGETOWN 12 MONTHS @ 135.33 Supplier Item:	1.00	1623.96 $	1,623.96

Continued..

STATE SALES TAX EXEMPTION CERTIFICATE NO: 74-6000978-4

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Authorized By: Gretchen Glenn

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Williamson County
Purchasing Department
100 Wilco Way, Ste P101
Georgetown, TX 78626
512-943-1100

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SHARP ELECTRONICS CORP
SHARP BUSINESS SYSTEMS
100 PARAGON DR BOX Q
MONTVALE NJ 07645

Ship to:
Purchasing Department
100 Wilco Way, Suite P101
Georgetown, TX 78626

Requested By: Donaldson, Dolores E

Delivery Date:

Bill to:
Purchasing Department
100 Wilco Way, Suite P101
Georgetown, TX 78626

Description	Price	Per	Amount
Notes to Supplier:			
5: SHARP BP-70C31, JESTER ANNEX, COMMISSIONER PCT 1, 1801 E OLD SETTLERS BLVD, ROUND ROCK Rock 12 MONTHS@135.33	1.00	1623.96 $	1,623.96
Supplier Item:			
Notes to Supplier:			
6: SHARP BP-70C31, CEDAR PARK ANNEX, TAX OFFICE, TAX ASSESSORS, 350 DISCOVERY BLVD, CEDAR PARK 12 MONTHS @135.33	1.00	1623.96 $	1,623.96
Supplier Item:			
Notes to Supplier:			
7: SHARP BP-70C31, TAYLOR ANNEX, TAX OFFICE, TAX ASSESSORS, 412 VANCE St, TAYLOR 12 MONTHS @135.33	1.00	1623.96 $	1,623.96
Supplier Item:			
Notes to Supplier:			
8: SHARP BP-70C31, JESTER ANNEX, TAX OFFICE, TAX COLLECTOR, 1801 E OLD SETTLERS BLVD, ROUND ROCK 12 MONTHS @ 135.33	1.00	1623.96 $	1,623.96
Supplier Item:			

Continued..

STATE SALES TAX EXEMPTION CERTIFICATE NO: 74-6000978-4

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Authorized By: Gretchen Glenn

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Williamson County
Purchasing Department
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Georgetown, TX 78626
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Date:10/20/2023
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SHARP ELECTRONICS CORP
SHARP BUSINESS SYSTEMS
100 PARAGON DR BOX Q
MONTVALE NJ 07645

Ship to:
Purchasing Department
100 Wilco Way, Suite P101
Georgetown, TX 78626

Requested By: Donaldson, Dolores E

Delivery Date:

Bill to:
Purchasing Department
100 Wilco Way, Suite P101
Georgetown, TX 78626

Description	Price	Per	Amount
Notes to Supplier:			
9: SHARP BP-70C65, JUSTICE CENTER, DISTRICT ATTORNEY, 405 MLK, GEORGETOWN 12 MONTHS @182.94	1.00	2195.28 $	2,195.28
Supplier Item:			
Notes to Supplier:			
10: SHARP BP-70C65, JUSTICE CENTER, DISTRICT ATTORNEY, 405 MLK, GEORGETOWN 12 MONTHS @ 182.94	1.00	2195.28 $	2,195.28
Supplier Item:			
Notes to Supplier:			
11: SHARP BP-70C65, SHERIFF'S AW GRIMES TRAINING CENTERE, SHERIFF'S OFFICE DAWG, 8160 CHANDLER RD, HUTTO 12 MONTHS @ 182.94	1.00	2195.28 $	2,195.28
Supplier Item:			
Notes to Supplier:			
12: SHARP BP-70C31, GEORGETOWN ANNEX, VETERANS SERVICES, 100 WILCO WAY, GEORGETOWN 12 MONTHS @ 135.33	1.00	1623.96 $	1,623.96
Supplier Item:			

Continued..

STATE SALES TAX EXEMPTION CERTIFICATE NO: 74-6000978-4

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Requested By: Donaldson, Dolores E

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Georgetown, TX 78626

Description	Price	Per	Amount
Notes to Supplier:			
13: SHARP BP-70C31, INNER LOOP ANNEX, ITS, 301 SE INNER LOOP, GEORGETOWN 2 MACHINES for 12 MONTHS @ 135.33	1.00	3247.92 $	3,247.92
Supplier Item:			
Notes to Supplier:			
14: SHARP BP-70C65, SHERIFF ADMINISTRATION, JAIL, SHERIFF JAIL MEDICAL, 508 S. Rock St. GEORGETOWN 12 MONTHS @ 182.94	1.00	2195.28 $	2,195.28
Supplier Item:			
Notes to Supplier:			
15: SHARP BP-70C65, SHERIFF ADMINISTRATION/JAIL, SHERIFF OFFICE CID INTEL, 508 S ROCK ST, GEORGEOTWN 12 MONTHS @ 182.94	1.00	2195.28 $	2,195.28
Supplier Item:			
Notes to Supplier:			
16: SHARP MX-C507F, SHERIFF ADMINISTRATION/JAIL, SHERIFF'S OFFICE CID, INTEL, ADMIN., 508 ROCK ST., GEORGETOWN 12 MONTHS @105.92	1.00	1271.04 $	1,271.04

Continued..

STATE SALES TAX EXEMPTION CERTIFICATE NO: 74-6000978-4

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Georgetown, TX 78626

Requested By: Donaldson, Dolores E

Delivery Date:

Bill to:
Purchasing Department
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Georgetown, TX 78626

Description	Price	Per	Amount
Supplier Item:			
Notes to Supplier:			
17: SHARP MX-C507F, CEDAR PARK ANNEX, COMMSIONER PCT 2, COMMISSIONER'S OFFICE, 350 DISCOVERY BLVD, CEDAR PARK 12 MONTHS @ 105.92	1.00	1271.04 $	1,271.04
Supplier Item:			
Notes to Supplier:			
18: SHARP BP-70C65, JESTER ANNEX, CONSTABLE PCT 1, 1801 E OLD SETTLERS BLVD., ROUND ROCK 12 MONTHS @ 182.94	1.00	2195.28 $	2,195.28
Supplier Item:			
Notes to Supplier:			
19: SHARP MX-C507F, JUSTICE CENTER, COUNTY COURT AT LAW 1, COURTROOM, 405 MLK, GEORGETOWN 12 MONTHS @ 105.92	1.00	1271.04 $	1,271.04
Supplier Item:			
Notes to Supplier:			
22: SHARP BP-70C31, JP PCT 2, CEDAR PARK ANNEX, COURTROOM, 350 DISCOVERY BLVD,	1.00	1623.96 $	1,623.96

Continued..

STATE SALES TAX EXEMPTION CERTIFICATE NO: 74-6000978-4

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PURCHASE ORDER

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SHARP BUSINESS SYSTEMS
100 PARAGON DR BOX Q
MONTVALE NJ 07645

Ship to:
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100 Wilco Way, Suite P101
Georgetown, TX 78626

Requested By: Donaldson, Dolores E

Delivery Date:

Bill to:
Purchasing Department
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Georgetown, TX 78626

Description	Price	Per	Amount
CEDAR PARK, 12 MONTHS @ 135.33			
Supplier Item:			
Notes to Supplier:			
23: SHARP BP70C65, FACILITIES MGT, BLDG. 2, 3101 SE INNER LOOP, GEROGETOWN 12 MONTHS @ 182.94	1.00	2195.28 $	2,195.28
Supplier Item:			
Notes to Supplier:			
24: SHARP BP70C65, CENTRAL MAINTENANCE FACILITY, ROAD & BRIDGE (UNIFIED ROAD SYSTEM), 3151 SE INNER LOOP, GEORGETOWN 12 MONHTS @182.94	1.00	2195.28 $	2,195.28
Supplier Item:			
Notes to Supplier:			
25: SHARP BP70C31, CEDAR PARK ANNEX, CONSTABLE #2, 350 DISCOVERY BLVD., CEDAR PARK, 12 MONTHS @ 135.33	1.00	1623.96 $	1,623.96
Supplier Item:			
Notes to Supplier:			
26: SHARP BP-70M31, JUSTICE CENTER, COUNTY	1.00	964.32 $	964.32

Continued..

STATE SALES TAX EXEMPTION CERTIFICATE NO: 74-6000978-4

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SHARP BUSINESS SYSTEMS
100 PARAGON DR BOX Q
MONTVALE NJ 07645

Requested By: Donaldson, Dolores E

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Georgetown, TX 78626

Bill to:
Purchasing Department
100 Wilco Way, Suite P101
Georgetown, TX 78626

Description	Price	Per	Amount
CLERK, CAHIERING, 405 MLK, GEORGETOWN 12 MONTHS @80.36			
Supplier Item:			
Notes to Supplier:			
28: SHARP BP-70M31, JUSTICE CENTER, COUNTY CLERK, CIVIL, 405 MLK, GEORGETOWN 12 MONTHS @ 80.36	1.00	964.32 $	964.32
Supplier Item:			
Notes to Supplier:			
29: SHARP BP-70M55, JUSTICE CENTER, COUNTY CLERK, CRIMINAL, 405 MLK, GEROGETOWN 12 MONTHS @ 109.11	1.00	1309.32 $	1,309.32
Supplier Item:			
Notes to Supplier:			
30: SHARP BP-70M31, JUSTICE CENTER, COUNTY CLERK, RESEARCH, 405 MARTIN LUTHER KING JR ST., GEORGETOWN 12 MONTHS @80.36	1.00	964.32 $	964.32
Supplier Item:			
Notes to Supplier:			
31: SHARP BP-70M31, JUSTICE CENTER, COUNTY	1.00	964.32 $	964.32

Continued..

STATE SALES TAX EXEMPTION CERTIFICATE NO: 74-6000978-4

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SHARP BUSINESS SYSTEMS
100 PARAGON DR BOX Q
MONTVALE NJ 07645

Ship to:
Purchasing Department
100 Wilco Way, Suite P101
Georgetown, TX 78626

Requested By: Donaldson, Dolores E

Delivery Date:

Bill to:
Purchasing Department
100 Wilco Way, Suite P101
Georgetown, TX 78626

Description	Price	Per	Amount
CLERK, VITALS, 405 MARTIN LUTHER KING JR ST., GEORGETOWN 12 MONTHS @ 80.36			
Supplier Item:			
Notes to Supplier:			
32: SHARP BP-70C31, TAYLOR ANNEX, CONSTABLE PCT 4, , 412 VANCE ST, TAYLOR 12 MONTHS @ 135.33	1.00	1623.96 $	1,623.96
Supplier Item:			
Notes to Supplier:			
33: SHARP BP-70C31, TAYLOR ANNEX, CONSTABLE PRECINCT 4, 412 VANCE ST., TAYLOR 12 MONTHS @ 135.33	1.00	1623.96 $	1,623.96
Supplier Item:			
Notes to Supplier:			
34: SHARP BP-70C31, FIRE MARSHAL, 3189 SE INNER LOOP, GEORGETOWN, 12 MONTHS @ 135.33	1.00	1623.96 $	1,623.96
Supplier Item:			
Notes to Supplier:			
35: SHARP BP-70C65, PRE-TRIAL, JAIL -	1.00	2195.28 $	2,195.28

Continued..

STATE SALES TAX EXEMPTION CERTIFICATE NO: 74-6000978-4

This Purchase Order represents requisitioned goods or services for which funding has been verified through a financial encumbrance. The Purchase order has been prepared/ processed as authorized by: Joy Simonton, Williamson County Purchasing Agent.

ACCEPTANCE OF WILLIAMSON COUNTY TERMS AND CONDITIONS: Vendor's written acceptance, commencement of work, or shipment or partial delivery of any items, goods, or services called for herein shall constitute acceptance by Vendor of this Purchase Order and the Terms and Conditions attached hereto. Vendor further agrees that, in the event there is a conflict between the Terms and Conditions attached hereto and any other contractual terms and conditions set out or incorporated by reference in Vendor's quotes, invoices or any other forms of Vendor, the Terms and Conditions attached hereto shall control.

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Authorized By: Gretchen Gbann

DocuSign Envelope ID: 7BD24430-CFE1-44EF-A5F2-D6F1E06C58C7

PURCHASE ORDER

Williamson County
Purchasing Department
100 Wilco Way, Ste P101
Georgetown, TX 78626
512-943-1100

P.O.Number: **184806**
Date:10/20/2023
Version:

Important: Purchase Order number must appear on invoices and packages. Acknowledge if unable to ship on time. Purchases are valid only when covered by this Purchase Order and signed by an authorized person.

Vendor:
SHARP ELECTRONICS CORP
SHARP BUSINESS SYSTEMS
100 PARAGON DR BOX Q
MONTVALE NJ 07645

Ship to:
Purchasing Department
100 Wilco Way, Suite P101
Georgetown, TX 78626

Requested By: Donaldson, Dolores E

Delivery Date:

Bill to:
Purchasing Department
100 Wilco Way, Suite P101
Georgetown, TX 78626

Description	Price	Per	Amount
MAGISTRATES COURTROOM, 508 SOUTH ROCK STREET, GEORGETOWN, 12 MONTHS @ 182.94			
Supplier Item:			
Notes to Supplier:			
36: SHARP BP-70C65, PRETRIAL, JUSTICE CENTER - PRETRIAL, 405 MLK, GEORGETOWN, 12 MONTHS @ 182.94	1.00	2195.96 $	2,195.96
Supplier Item:			
Notes to Supplier:			
37: SHARP BP-70C31, PARKS HEADQUARTERS OFFICE, PARKS DEPARTMENT/WCCF SHARED, 219 PERRY MAYFIELD, LEANDER 12 MONTHS @ 135.33	1.00	1623.96 $	1,623.96
Supplier Item:			
Notes to Supplier:			
38: SHARP BP-70C31, WILLIAMSON COUNTY COURTHOUSE, TREASURER'S OFFICE, 710 S MAIN ST. #105, GEORGETOWN, 12 MONTHS @ 135.33	1.00	1623.96 $	1,623.96
Supplier Item:			
Notes to Supplier:			
39: SHARP BP-70C31, JUSTICE CENTER, CC@L #5,	1.00	1623.96 $	1,623.96

Continued..

STATE SALES TAX EXEMPTION CERTIFICATE NO: 74-6000978-4

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Authorized By: Gretchen Glenn

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PURCHASE ORDER

Williamson County
Purchasing Department
100 Wilco Way, Ste P101
Georgetown, TX 78626
512-943-1100

P.O.Number: **184806**
Date:10/20/2023
Version:

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Vendor:
SHARP ELECTRONICS CORP
SHARP BUSINESS SYSTEMS
100 PARAGON DR BOX Q
MONTVALE NJ 07645

Ship to:
Purchasing Department
100 Wilco Way, Suite P101
Georgetown, TX 78626

Requested By: Donaldson, Dolores E

Delivery Date:

Bill to:
Purchasing Department
100 Wilco Way, Suite P101
Georgetown, TX 78626

Description	Price	Per	Amount
405 MARTIN LUTHER KING JR ST, GEORGETOWN, 12 MONTHS @135.33 Supplier Item: Notes to Supplier:			
40: SHARP MX-C507F, JAIL, OLD ADMIN (BONDS/RECORDS), 306 WEST 4TH STREET, GEORGETOWN, 12 MONTHS @ 105.92 Supplier Item: Notes to Supplier:	1.00	1271.04 $	1,271.04
41: SHARP BP-70C31, CENTRAL MAINTENANCE FACILITY, ROAD AND BRIDGE (UNIFIED ROAD) 3151 SE INNER LOOP, GEORGETOWN 9 MONTHS @ 135.33 Supplier Item: Notes to Supplier:	1.00	1217.97 $	1,217.97
42: SHARP BP-70C31, CENTRAL MAINTENANCE FACILITY, ROAD & BRIDGE (UNIFIED ROAD) 3151 SE INNER LOOP, GEORGETOWN 9 MONTHS @ 135.33 Supplier Item:	1.00	1217.97 $	1,217.97

Continued..

STATE SALES TAX EXEMPTION CERTIFICATE NO: 74-6000978-4

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PURCHASE ORDER

Williamson County
Purchasing Department
100 Wilco Way, Ste P101
Georgetown, TX 78626
512-943-1100

P.O.Number: **184806**
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Vendor:
SHARP ELECTRONICS CORP
SHARP BUSINESS SYSTEMS
100 PARAGON DR BOX Q
MONTVALE NJ 07645

Requested By: Donaldson, Dolores E

Delivery Date:

Ship to:
Purchasing Department
100 Wilco Way, Suite P101
Georgetown, TX 78626

Bill to:
Purchasing Department
100 Wilco Way, Suite P101
Georgetown, TX 78626

Description	Price	Per	Amount
Notes to Supplier:			
43: SHARP BP-70C31, CENTRAL MAINTENANCE FACILITY, ROAD &BRIDGE (UNIFIED ROAD), GEORGETOWN 6 MONTHS @135.33	1.00	811.98 $	811.98
Supplier Item:			
Notes to Supplier:			
45: SHARP BP-70C31, JUSTICE CENTER, COUNTY ATTORNEY, 405 MLK, GEORGETOWN 9 MONTHS @ 135.33	1.00	1217.97 $	1,217.97
Supplier Item:			
Notes to Supplier:			
46: SHARP BP-70C31, JUSTICE CENTER, COUNTY ATTORNEY, 405 MLK, GEORGETOWN 9 MONTHS @ 135.33	1.00	1217.97 $	1,217.97
Supplier Item:			
Notes to Supplier:			
47: SHARP BP-70C65, JUSTICE CENTER, COUNTY ATTORNEY, 405 MLK, GEORGETOWN, 7 MONTHS @ 182.94	1.00	1280.58 $	1,280.58
Supplier Item:			

Continued..

STATE SALES TAX EXEMPTION CERTIFICATE NO: 74-6000978-4

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PURCHASE ORDER

Williamson County
Purchasing Department
100 Wilco Way, Ste P101
Georgetown, TX 78626
512-943-1100

P.O.Number: **184806**
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SHARP ELECTRONICS CORP
SHARP BUSINESS SYSTEMS
100 PARAGON DR BOX Q
MONTVALE NJ 07645

Ship to:
Purchasing Department
100 Wilco Way, Suite P101
Georgetown, TX 78626

Requested By: Donaldson, Dolores E

Delivery Date:

Bill to:
Purchasing Department
100 Wilco Way, Suite P101
Georgetown, TX 78626

Description	Price	Per	Amount
Notes to Supplier:			
48: SHARP BP-70C65, SHERIFF ADMINISTRATION, SHERIFF CID MAIN, 508 SOUTH ROCK STREET, GEORGETOWN, 9 MONTHS @ 182.94	1.00	1646.46 $	1,646.46
Supplier Item:			
Notes to Supplier:			
49: SHARP BP-70C31, JUSTICE CENTER, COUNTY COURT AT LAW #3, 2ND FLOOR, 405 MLK, GEORGETOWN 8 MONTHS @ 135.33	1.00	1082.64 $	1,082.64
Supplier Item:			
Notes to Supplier:			
50: SHARP BP-70C65, JP 4, 311 W. 6TH STREET, TAYLOR, 8 MONTHS @ 182.94	1.00	1463.52 $	1,463.52
Supplier Item:			
Notes to Supplier:			
51: SHARP BP-70C65, JP 4, 311 W. 6TH STREET, TAYLOR, 8 MONTHS @ 182.94	1.00	1463.52 $	1,463.52
Supplier Item:			
Notes to Supplier:			

Continued..

STATE SALES TAX EXEMPTION CERTIFICATE NO: 74-6000978-4

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PURCHASE ORDER

Williamson County
Purchasing Department
100 Wilco Way, Ste P101
Georgetown, TX 78626
512-943-1100

P.O.Number: **184806**
Date:10/20/2023
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Vendor:
SHARP ELECTRONICS CORP
SHARP BUSINESS SYSTEMS
100 PARAGON DR BOX Q
MONTVALE NJ 07645

Requested By: Donaldson, Dolores E

Delivery Date:

Ship to:
Purchasing Department
100 Wilco Way, Suite P101
Georgetown, TX 78626

Bill to:
Purchasing Department
100 Wilco Way, Suite P101
Georgetown, TX 78626

Description	Price	Per	Amount
52: SHARP BP-70C65, EMS, KAREN'S OFFICE, 3189 SW INNER LOOP, GEORGETOWN, 2 MONTHS @ 182.94 Supplier Item: Notes to Supplier:	1.00	365.88 $	365.88
53: SHARP BP-70C65, EMS, EMS OFFICE 252, 3189 SW INNER LOOP, GEORGETOWN, 2 MONTHS @ 182.94 Supplier Item: Notes to Supplier: MXC528F	1.00	365.88 $	365.88
54: SHARP ~~MX-C507F~~, WILLIAMSON COUNTY JAIL, CORRECTIONS, 306 WEST 4TH STREET, GEORGETOWN 11 MONTHS @ 105.92 Supplier Item: Notes to Supplier: MXC528F	1.00	1165.12 $	1,165.12
55: SHARP ~~MX-C507F~~, WILLIAMSON COUNTY JAIL, CORRECTIONS, 306 WEST 4TH STREET , GEORGETOWN 11 MONTHS @ 105.92 Supplier Item: Notes to Supplier:	1.00	1165.12 $	1,165.12

Continued..

STATE SALES TAX EXEMPTION CERTIFICATE NO: 74-6000978-4

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PURCHASE ORDER

Williamson County
Purchasing Department
100 Wilco Way, Ste P101
Georgetown, TX 78626
512-943-1100

P.O.Number: **184806**
Date:10/20/2023
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Vendor:
SHARP ELECTRONICS CORP
SHARP BUSINESS SYSTEMS
100 PARAGON DR BOX Q
MONTVALE NJ 07645

Ship to:
Purchasing Department
100 Wilco Way, Suite P101
Georgetown, TX 78626

Requested By: Donaldson, Dolores E

Delivery Date:

Bill to:
Purchasing Department
100 Wilco Way, Suite P101
Georgetown, TX 78626

Description	Price	Per	Amount
56: SHARP BP-70C65, JP 3, 100 WILCO WAY, GEORGETOWN 11 MONTHS @ 182.94	1.00	2012.34 $	2,012.34
Supplier Item:			
Notes to Supplier: MXC528F			
57: SHARP ~~MX-C507F~~,JP 3, 100 WILCO WAY, GEORGETOWN 11 MONTHS @ 105.92	1.00	1165.12 $	1,165.12
Supplier Item:			
Notes to Supplier:			
58: SHARP BP-70C65, EMERGENCY SERVICES, 911 TRACY CHAMBERS LANE, GEORGETOWN 9 MONTHS @ 182.94	1.00	1646.46 $	1,646.46
Supplier Item:			
Notes to Supplier: MXC528F			
59: SHARP ~~MX-C507F~~, LAW ENFORCEMENT, INTERNAL AFFAIRS, 508 ROCK ST, GEORGETOWN 11 MONTHS @ 105.92	1.00	1165.12 $	1,165.12
Supplier Item:			
Notes to Supplier: MXC528F			
60: SHARP ~~MX-C507F~~, LAW ENFORCEMENT, DATA ENTRY, 508 S. ROCK ST., GEORGETOWN, 11	1.00	1165.12 $	1,165.12

Continued..

STATE SALES TAX EXEMPTION CERTIFICATE NO: 74-6000978-4

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Authorized By: Gretchen Glenn

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PURCHASE ORDER

Williamson County
Purchasing Department
100 Wilco Way, Ste P101
Georgetown, TX 78626
512-943-1100

P.O.Number: **184806**
Date:10/20/2023
Version:

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Vendor:
SHARP ELECTRONICS CORP
SHARP BUSINESS SYSTEMS
100 PARAGON DR BOX Q
MONTVALE NJ 07645

Ship to:
Purchasing Department
100 Wilco Way, Suite P101
Georgetown, TX 78626

Requested By: Donaldson, Dolores E

Delivery Date:

Bill to:
Purchasing Department
100 Wilco Way, Suite P101
Georgetown, TX 78626

Description	Price	Per	Amount
MONTHS @ 105.92			
Supplier Item:			
Notes to Supplier: MXC528F			
61: SHARP ~~MX-C507F~~, LAW ENFORCEMENT, CODY JOHNSON, 508 S. ROCK ST. GEORGETOWN, 11 MONTHS @ 105.92	1.00	1165.12 $	1,165.12
Supplier Item:			
Notes to Supplier: MXC528F			
62: SHARP ~~MX-C507F~~, LAW ENFORCEMENT, SEXUAL OFFENDER REGISTRAR508 S. ROCK ST., GEORGETOWN 11 MONTHS @ 105.92	1.00	1165.12 $	1,165.12
Supplier Item:			
Notes to Supplier:			
63: SHARP BP-70C31, ROUND ROCK ANNEX, VETERAN'S SERVICES, V125, 1801 E. OLD SETTLERS BLVD., ROUND ROCK, 12 MONHTS @ 135.33	1.00	1623.96 $	1,623.96
Supplier Item:			
Notes to Supplier:			
64: SHARP BP-70C31, TAYLOR ANNEX, VETERAN'S	1.00	1623.96 $	1,623.96

Continued..

STATE SALES TAX EXEMPTION CERTIFICATE NO: 74-6000978-4

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PURCHASE ORDER

Williamson County
Purchasing Department
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512-943-1100

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Vendor:
SHARP ELECTRONICS CORP
SHARP BUSINESS SYSTEMS
100 PARAGON DR BOX Q
MONTVALE NJ 07645

Requested By: Donaldson, Dolores E

Delivery Date:

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Purchasing Department
100 Wilco Way, Suite P101
Georgetown, TX 78626

Bill to:
Purchasing Department
100 Wilco Way, Suite P101
Georgetown, TX 78626

Description	Price	Per	Amount
SERVICES, V108, 412 VANCE STREET, TAYLOR 12 MONTHS@135.33			

Supplier Item:

Notes to Supplier:

Continued..

STATE SALES TAX EXEMPTION CERTIFICATE NO: 74-6000978-4

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Williamson County
Purchasing Department
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SHARP ELECTRONICS CORP
SHARP BUSINESS SYSTEMS
100 PARAGON DR BOX Q
MONTVALE NJ 07645

Requested By: Donaldson, Dolores E

Delivery Date:

Ship to:
Purchasing Department
100 Wilco Way, Suite P101
Georgetown, TX 78626

Bill to:
Purchasing Department
100 Wilco Way, Suite P101
Georgetown, TX 78626

Total **92,617.02**

STATE SALES TAX EXEMPTION CERTIFICATE NO: 74-6000978-4

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Authorized By: Gretchen Glenn

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WILLIAMSON COUNTY PURCHASE ORDER TERMS AND CONDITIONS
(Revised January 2023)

ASSIGNMENT: Vendor shall not sell, assign, transfer or convey this order, in whole or in part. No change of the vendor will be recognized until such change is approved by Commissioners Court.

BOYCOTTING ISRAEL: By accepting this purchase order, the vendor (Professional or other applicable term defining the contracting party) verifies that it does not boycott Israel and agrees that during the term of this Agreement will not boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended.

CHANGES: No changes may be made to this order without written authorization of the Purchasing Department.

COUNTY TAXES: If the Vendor subsequently becomes delinquent in the payment of County taxes that may be grounds for cancellation of the contract. Despite anything to the contrary, if the Vendor is delinquent in payment of County property taxes at the time of invoicing, Vendor assigns any payments to be made for performance under this contract to the County Tax Assessor-Collector for the payment of delinquent taxes.

DEFAULT OF VENDOR: In case of default of the vendor, the County may procure the articles or services from other sources and charge the vendor as liquidated damages any excess cost or damaged occasioned thereby.

DESCRIPTION OF SUPPLIES: Any catalog or manufacturer's reference used in describing any item is merely descriptive and not restrictive, unless otherwise noted, and is used to indicate type and quality of material. The term "Or Equal," if used, identifies commercially produced items which have the essential performance and salient characteristics of the brand name stated in the item description. Vendor certifies that any substitute brand supplied hereunder matches the performance and salient characteristics of the item called for and agrees to replace it in the event it does not conform. All supplies or equipment shall be the latest improved new model meeting specifications in current production at the time of delivery and shall be delivered completely assembled, adjusted, serviced, and ready for use. Vendor warrants that all applicable Patents and Copyrights which may exist on items sold hereunder have been adhered to and that County shall not be liable for any infringement of those rights.

FOB POINT INSPECTION AND ACCEPTANCE: The County office or department receiving items pursuant to this contract shall inspect and accept only those items that are satisfactory to them and reject those items which are damaged, or which do not conform to specifications, and Vendor assumes the costs associated with such nonconformance. An itemized packing list bearing Purchase, Delivery, and/or Order Number shall be attached to the outside of every shipping container delivered against this instrument. Delivery of all goods or services shall be Free on Board to final destination as outlined herein unless otherwise required.

INDEMNIFICATION: Vendor shall defend, indemnify and save harmless Williamson County and all its officers, agents and employees from all suits, claims, actions, damages, demands or other demands of any character, name and description brought for or on account of

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any injuries or damages received or sustained by any person, persons or property on account of any negligent act or fault of the vendor, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, this order. Vendor shall pay any judgment with cost, which may be obtained against Williamson County growing out of such injury or damages.

INSURANCE: If the Vendor is required to go on County property to perform work or services, the Vendor shall assume full responsibility and expense to obtain all necessary insurance as required by the County.

LAW: It is agreed that good(s) delivered shall comply with all Federal, State, or local laws relative thereto, and that the vendor shall defend actions or claims brought and save harmless the County from loss, cost or damage by reason of actual or alleged infringement of letters patent and/or copyrights.
Williamson County Purchase Orders 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 quasi-contractual terms are subject to the extent authorized by Texas law, including but not limited to Tex. Const. art. XI, § 7, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.

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

NO WAIVER OF SOVEREIGN IMMUNITY AND POWERS: Nothing in this agreement will be deemed to constitute a waiver of sovereign immunity or powers of licensee, the Williamson County Commissioners Court, or the Williamson County Judge.

PAYMENT: Williamson County's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date Williamson 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 Williamson 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 Williamson County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

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

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(1) Name, address, and telephone number of Vendor and similar information in the event the payment is to be made to a different address
(2) Williamson County contract, Purchase Order, and/or delivery order number
(3) Identification of items or service as outlined in the Contract
(4) Quantity or quantities, applicable unit prices, total prices, and total amount
(5) Any additional payment information which may be called for by the Contract

Payment inquiries should be directed to the Williamson County Auditor's Office, Accounts Payable Department: accountspayable@wilco.org, 512-943-1500.

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

SEVERABILITY: In case any one or more of the provisions contained in this Order 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 hereof, and this contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

TAX EXEMPTION: The County is exempt from any sales, excise or Federal transportation taxes. The Purchase Order issued is sufficient proof of Williamson County's exempt status as provided by Sales Tax Rule 3.322.

TERMINATION FOR CONVENIENCE: The County may terminate the Contract and/or any Ensuing Agreement(s) for convenience and without cause or further liability, upon no less than thirty (30) calendar days written notice to the Successful Bidder. The County reserves the right to extend this period if it is in the best interest of the County. In the event the County exercise its right to terminate without cause, it is understood and agreed that only the amounts due to the Vendor for goods, commodities and/or services provided, and expense incurred to and including the date of termination, will be due and payable. No penalty will be assessed for the County's termination for convenience.

UNIFORM COMMERCIAL CODE: Vendor and Williamson County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

VARIATION IN QUANTITY: No variation in the quantity of any item called for by this

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Purchase Order shall be allowed, unless such variation is caused by conditions of loading, shipping, packing or allowances in manufacturing processes, and then only to the extent, if any, set forth herein.

VENUE AND GOVERNING LAW: Venue of this contract shall be Williamson County, Texas, and the law of the State of Texas shall govern.

WARRANTY: Implied warranties notwithstanding, Vendor warrants to County that all items delivered, and all services rendered will conform to the specifications, drawings, or other descriptions, furnished or incorporated by reference, and will be of merchantable quality, good workmanship, and free from defects. Vendor further agrees to provide copies of applicable warranties to the County.

FOREIGN TERRORIST ORGANIZATIONS: Vendor represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

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

DAMAGE TO COUNTY PROPERTY: Vendor shall be liable for all damage to county-owned, leased, or occupied property and equipment caused by Vendor and its employees, agents, subcontractors, and suppliers, including any delivery or transporting company, in connection with any performance pursuant to the Purchase Order. Vendor shall notify County in writing of any such damage within one (1) calendar day.

MEDIA RELEASES: Vendor shall not use County's name, log, or other likeness in any press release, marketing materials, or other announcement without the County's prior written approval.

Commissioners Court - Regular Session **27.**

Meeting Date: 01/09/2024

Approval of Renewal #1 with price increase for RFP #4333 Life, AD&D, STD, LTD, Vol Benefits with Symetra Life Insurance Company for Human Resources Benefits

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the extension of contract RFP #4333 for Life, AD&D, STD, LTD, Vol Benefits, renewal period #1, with Symetra Life Insurance Company for the same terms and conditions as the existing contract but with a price increase, as detailed in the attached proposal, for the term of January 01, 2024 - December 31, 2024.

Background

This is the first extension renewal for the Life, AD&D, STD, LTD, Vol Benefits. Symetra Life Insurance Company is the provider of Group Insurance Coverage for Life, AD&D, and Disability for Williamson County employees. The Human Resource - Benefits Department has confirmed the vendor met all of the County requirements for this contract and requests renewal. The funding source is under Group Life Premiums, 01.0885.0885.004058 for FY24. The department point of contact is Shelley Loughrey, Director of Benefits.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Renewal #1 Form and Proposal Agreement

Form 1295 Symetra Life Insurance Company

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	01/03/2024 11:32 AM
County Judge Exec Asst.	Becky Pruitt	01/03/2024 01:22 PM
Form Started By: Kim Chappius		Started On: 12/15/2023 09:24 AM
Final Approval Date: 01/03/2024		

Summary Agreement for Renewal of Williamson County Contract

Contract Number:	4333	**Department:**	HUMAN RESOURCES
Vendor Name:	SYMETRA LIFE INSURANCE COMPANY		
Purpose/Intended Use of Product or Service (summary):			
RENEWAL #1 Life, AD&D, STD, LTD, Vol Benefits			
Type of Contract:	RFP	**Start Date:**	01/01/2024
Purchasing Contact:	KIM CHAPPIUS	**End Date:**	12/31/2024
Department Contact:	SHELLEY LOUGHREY		

- **Williamson County wishes to extend this bid/proposal with a price increase (as detailed in the attached proposal) and same terms and conditions as the existing contract with Symetra Life Insurance Company.**
- 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 (2) one (1) year renewal option periods:**

Renewal Option Period 2	
Renewal Option Period 1	January 01, 2024 – December 31, 2024
Initial Contract Period	January 01, 2021 – December 31, 2023

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

Vendor Symetra Life Insurance Company

Name Rachel Stetzer

Title Regional Account Manager

Signature Rachel Stetzer

Date 12/14/2023

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

Bill Gravell, Jr

Williamson County Judge

Signature _____

Date _____

Symetra Group Benefits

Response to Proposal Request

Prepared for:

Williamson County

Georgetown, TX

on behalf of Holmes Murphy & Associates, Inc.

June 22, 2023

Table of Contents

Symetra Executive Summary…..... Section 1

Symetra Financial Proposal…..... Section 2

Symetra Executive Summary

1

SYMETRA
RETIREMENT | BENEFITS | LIFE

From implementation to claims, we deliver a high-quality customer experience to you and your employees at every touch point.

GREAT EMPLOYERS OFFER GREAT BENEFITS

When it comes to your group's benefits, you deserve a plan that positively impacts the lives of your employees and their families, and enables cost-effective delivery of the right services at the right time.

At Symetra, we strive to give you just that. Our group life and disability income insurance provide important benefits that can make a difference at a critical time in employees' lives. And to give you the most value for your benefits, we listen to your concerns and work to create a policy that's right for you, your group and your budget.

WITH YOU EVERY STEP OF THE WAY

From implementation to claims, we deliver a high-quality customer experience to you and your employees at every touch point. We'll be there to guide you and provide the resources you need to successfully manage your plan.

Our implementation managers work closely with you and your broker throughout the entire onboarding process—walking you through policy details, administrative training, reporting needs and more. They'll provide constant support, communication and transparency to ensure implementation is simple and seamless.

Once your plan is set up, our experienced account managers act as your ongoing contact for the life of your policy. They provide invaluable expertise and can meet with you to address your concerns and find ways to improve your group's experience.

Our collaborative approach to implementation and account management fosters responsiveness and innovative problem solving to deliver outstanding service to you and your employees.

FULLY INTEGRATED CLAIMS MANAGEMENT

Whether it's working with employees on disability leave, or helping a beneficiary after the loss of a loved one, our team of claim professionals is committed to helping employees and their families navigate the road to recovery. Your employees will receive empathetic, courteous and prompt service at every interaction.

And with Group Online (GO), our state-of-the-art online processing tool, you have an easy, convenient way to manage life, disability and absence management claims 24/7—significantly easing the burden of administering your group's absences.

It's all part of our fully integrated approach to claims management—offering you and your employees exceptional service from start to finish.

Symetra Financial Proposal

2

SYMETRA
RETIREMENT | BENEFITS | LIFE

Symetra Group Life Insurance Proposal

June 22, 2023

Presented to

Williamson County

Georgetown, TX

Presented on behalf of

Holmes Murphy & Associates, Inc.

Proposed Contract Effective Date 1/1/2024

Any policy sold and issued in the State of New York is insured and underwritten by First Symetra National Life Insurance Company of New York, a New York-licensed insurer. Any policy sold and issued in any state other than the State of New York is insured and underwritten by Symetra Life Insurance Company, an Iowa-domiciled insurer that is licensed in all states except New York.

Proposed Rates

Basic Employee Life Rate					
	Lives	**Volume**	**Rate per $1,000**	**Monthly Premium**	**Annual Premium**
Active Basic Employee Life	1,962	$91,805,000	$0.033	$3,029.57	$36,354.78

- There are no Basic Employee Life commissions.
- Basic Employee Life Rates are guaranteed for 2 years

Basic Employee AD&D Rate					
	Lives	**Volume**	**Rate per $1,000**	**Monthly Premium**	**Annual Premium**
Basic Employee AD&D	1,962	$91,805,000	$0.022	$2,019.71	$24,236.52

- There are no Basic Employee AD&D commissions.
- Basic Employee AD&D Rates are guaranteed for 2 years

Basic Dependent Life Rate					
	Lives	**Volume**	**Rate per unit**	**Monthly Premium**	**Annual Premium**
Spouse	1,124	$1,124	$0.655	$736.22	$8,834.64

- There are no Basic Dependent Life commissions.
- Basic Dependent Life Rates are guaranteed for 2 years.

Supplemental Employee Life Rates					
Age Band	**Lives**	**Volume**	**Rate per $1,000**	**Monthly Premium**	**Annual Premium**
< 25	21	$1,250,000	$0.086	$107.50	$1,290.00
25 - 29	71	$5,590,000	$0.086	$480.74	$5,768.88
30 - 34	108	$10,470,000	$0.086	$900.42	$10,805.04
35 - 39	151	$15,010,000	$0.108	$1,621.08	$19,452.96
40 - 44	118	$12,970,000	$0.151	$1,958.47	$23,501.64
45 - 49	144	$14,360,000	$0.218	$3,130.48	$37,565.76
50 - 54	147	$14,440,000	$0.324	$4,678.56	$56,142.72
55 - 59	109	$9,160,000	$0.542	$4,964.72	$59,576.64
60 - 64	70	$5,210,000	$0.599	$3,120.79	$37,449.48
65 - 69	29	$2,090,000	$0.997	$2,083.73	$25,004.76
70 - 74	3	$330,000	$1.748	$576.84	$6,922.08
75 +	1	$200,000	$6.546	$1,309.20	$15,710.40
Total	**972**	**$91,080,000**		**$24,932.53**	**$299,190.36**

- There are no Supplemental Employee Life commissions
- Supplemental Employee Life Rates are guaranteed for 2 years

Proposed Rates

Supplemental Spouse & Child Life Rates					
Age Band	**Lives**	**Volume**	**Rate per $1,000**	**Monthly Premium**	**Annual Premium**
< 25	2	$135,000	$0.056	$7.56	$90.72
25 - 29	12	$835,000	$0.056	$46.76	$561.12
30 - 34	34	$1,800,000	$0.056	$100.80	$1,209.60
35 - 39	68	$3,305,000	$0.078	$257.79	$3,093.48
40 - 44	58	$4,565,000	$0.121	$552.37	$6,628.38
45 - 49	72	$3,495,000	$0.188	$657.06	$7,884.72
50 - 54	82	$3,450,000	$0.294	$1,014.30	$12,171.60
55 - 59	55	$1,760,000	$0.512	$901.12	$10,813.44
60 - 64	35	$910,000	$0.569	$517.79	$6,213.48
65 - 69	11	$265,000	$0.967	$256.26	$3,075.06
Spouse Total	**429**	**$20,520,000**		**$4,311.80**	**$51,741.60**
Child	**536**	**$5,360,000**	**$0.540**	**$2,894.40**	**$34,732.80**

- There are no Supplemental Spouse & Child Life commissions
- Supplemental Spouse & Child Life Rates are guaranteed for 2 years

Supplemental AD&D Rate					
	Lives	**Volume**	**Rate per $1,000**	**Monthly Premium**	**Annual Premium**
Supplemental Employee	972	$91,080,000	$0.020	$1,821.60	$21,859.20

- There are no Supplemental Employee AD&D commissions
- Supplemental AD&D Rates are guaranteed for 2 years

Basic Employee Life and AD&D Insurance Alternate Plan

Eligibility:	All full-time and part-time active employees meeting the minimum work hour requirement who are citizens or legal residents of the United States, excluding temporary, leased or seasonal employees

Basic Employee Life Insurance	
Classes:	Class 1: Active Full-Time Employees
Waiting Period (months):	2
Benefit Schedule:	Class 1: Flat $50,000
Benefit Maximum:	Class 1: $50,000
Benefit Minimum:	$0
Guaranteed Issue Amount:	Class 1: $50,000
Disability Provision:	Class 1: Premium Waiver If Disabled Prior To Age 60
Premium Waiver Elimination Period:	Class 1: 6 Months
Disability Duration:	Class 1: To Age 65
Accelerated Death Benefit %:	75%
Combined Accelerated Death Benefit Maximum:	Class 1: $337,500
Terminal Illness Period:	Class 1: 24 Months Or Less
Definition of Earnings:	Salary
Rounding Method:	Next Higher $1,000
Enhanced No Loss / No Gain:	Included
Portability:	Not Included
Minimum Hour Requirement:	Class 1: 30
Employee Contribution:	0%
Employer Contribution:	100%
Current Participation Level:	62%
Age Reduction:	Class 1: reduced to - Original volume 65% @ age 65, 45% @ age 70, 30% @ age 75, 20% @ age 80
Conversion:	Included

Basic Employee Life and AD&D Insurance Alternate Plan

Basic Employee AD&D Insurance	
Classes:	Class 1: Active Full-Time Employees
Benefit Schedule:	Class 1: Flat $50,000
Benefit Maximum:	Class 1: $50,000
Benefit Minimum:	Class 1: $0.00
Guaranteed Issue Amount:	Class 1: Match Maximum Benefit Amount
Coverage Type:	Class 1: 24-hour coverage
Common Carrier Benefit:	Not Included
Definition of Earnings:	Class 1: Salary
Rounding Method:	Class 1: Next Higher $1,000
Enhanced No Loss / No Gain:	Class 1: Included
Minimum Hour Requirement:	Class 1: 30
Employee Contribution:	0%
Employer Contribution:	Class 1: 100%
Current Participation Level:	Class 1: 62%
Age Reduction:	Class 1: reduced to - Original volume 65% @ age 65, 45% @ age 70, 30% @ age 75, 20% @ age 80
Conversion:	Not Included
Portability:	Not Included

Supplemental Employee Life and AD&D Insurance Alternate Plan

Eligibility:	All full-time and part-time active employees meeting the minimum work hour requirement who are citizens or legal residents of the United States, excluding temporary, leased or seasonal employees

Supplemental Employee Life Insurance	
Classes:	Active Full-Time Employees
Waiting Period (months):	2
Benefit Schedule:	Increments of $10,000
Benefit Maximum:	The Lesser of 5 X Annual Earnings Or $400,000
Benefit Minimum:	$0
Guaranteed Issue Amount:	$100,000
Disability Provision:	Premium Waiver If Disabled Prior To Age 60
Premium Waiver Elimination Period:	6 Months
Disability Duration:	To Age 65
Accelerated Death Benefit %:	75%
Combined Accelerated Death Benefit Maximum:	$337,500
Terminal Illness Period:	24 Months Or Less
Definition of Earnings:	Salary
Rounding Method:	Next Higher $1,000
Enhanced No Loss / No Gain:	Not Included
Portability:	Included
Combined Portability Maximum:	$300,000
Employee Contribution:	100%
Employer Contribution:	0%
Current Participation Level:	62%
Age Reduction:	reduced to - Original volume 65% @ age 65, 45% @ age 70, 30% @ age 75, 20% @ age 80
Suicide Exclusion:	24 Months
Conversion:	Included

Supplemental Employee AD&D Insurance	
Classes:	Active Full-Time Employees
Benefit Schedule:	Increments of $10,000
Benefit Maximum:	The Lesser of 5 X Annual Earnings Or $400,000
Benefit Minimum:	$0
Guaranteed Issue Amount:	Match Maximum Benefit Amount
Coverage Type:	24-Hour Coverage
Common Carrier Benefit:	Not Included
Definition of Earnings:	Salary
Rounding Method:	Next Higher $1,000
Enhanced No Loss / No Gain:	Not Included
Employee Contribution:	100%
Employer Contribution:	0%
Age Reduction:	reduced to - Original volume 65% @ age 65, 45% @ age 70, 30% @ age 75, 20% @ age 80
Conversion:	Not Included
Portability:	Not Included

Basic Spouse Alternate Plan

Eligibility:	All full-time active employees meeting the minimum work hour requirement who are citizens or legal residents of the United States, excluding temporary, leased or seasonal employees

Provision

Spouse Benefit Schedule:	Flat Amount
Spouse Benefit Maximum:	$10,000
Spouse Guarantee Issue:	$10,000
Enhanced No Loss / No Gain:	Included
Portability:	Not Included
Conversion:	Included

Group Life Provisions Included in this Proposal

Enhanced No Loss/No Gain

Provided the employee was insured under the prior carrier contract and premiums were being paid on the day preceding our effective date, we will waive the actively at work requirement on a no loss/no gain basis for a maximum of 12 consecutive months after the Policy Effective Date. Coverage will not be deferred if an eligible employee is insured under the prior policy and, although not actively at work on the policy effective date, would otherwise meet the eligibility requirements of the policy period. The amount of insurance will be the lesser of the amount of life insurance and AD&D principal sum in effect under the prior policy or shown in the schedule and reduced by any coverage amount in force, paid or payable under the prior policy.

Right of Conversion

If Life Insurance coverage or any portion of it under The Policy ends for any reason, the insured may have the right to convert
the coverage that terminated to an individual conversion policy without providing Evidence of Insurability. Conversion is not
available for:

1. the Accidental Death and Dismemberment Benefits; or
2. any Amount of Life Insurance for which the insured was not eligible under The Policy.

Waiver of Premium

The Waiver of Premium provision allows continuation of life insurance coverage without paying premium if the insured is:
disabled and qualifies for Waiver of Premium. To qualify, an insured must become disabled prior to age 60 and, if approved,
premiums will be waived to age 65 as long as the insured remains disabled. If the insured qualifies, the amount of continued
coverage:

1. will be the amount in force on the date the insured ceases to be an active employee;
2. will be subject to any reductions provided by The Policy; and
3. will not increase.

Accidental Death & Dismemberment Loss Schedule

If the insured sustains an injury which results in any of the following losses within **365 days** of the date of accident, we will pay the injured person's amount of Principal Sum or a portion of such Principal Sum, as shown opposite the loss after we receive Proof of Loss in accordance with the Proof of Loss provision.

No more than the Principal Sum will be paid to any one person, for all losses due to the same accident.

Accidental Loss Of:	**Amount of Principal Sum Payable:**
Life	100%
Both hands or both feet or sight of both eyes	100%
One hand and one foot	100%
Speech and hearing in both ears	100%
Either hand or foot and sight of one eye	100%
Movement of both upper and lower limbs (Quadriplegia)	100%
Movement of both lower limbs (Paraplegia)	75%
Movement of three limbs (Triplegia)	75%
Movement of the upper and lower limbs of one side of the body (Hemiplegia)	50%
Either hand or foot	50%
Sight of one eye	50%
Speech or hearing in both ears	50%
Movement of one limb (Uniplegia)	25%
Thumb and index finger of either hand	25%

Additional Benefits:	**Percent**	**Maximum**
Seatbelt	10.0%	$10,000
Airbag	5.0%	$5,000
Repatriation	5.0%	$5,000
Exposure and Disappearance Benefit	Included	
Child Education (payable up to 4 years)	2.5%	$2,500
Daycare (payable up to 4 years)	2.5%	$2,500
Rehabilitation Benefit	2.5%	$2,500

Accidental Death & Dismemberment Exclusions

The Policy does not cover any Loss caused or contributed by:

1) Intentionally self-inflicted Injury;
2) Suicide or attempted suicide, whether sane or insane;
3) War or act of war, whether declared or not;
4) Injury sustained while on full-time active duty as a member of the armed forces (land, water, air) of any country or international authority;
5) Injury sustained while on any aircraft except a Civil or Public Aircraft, or Military Transport Aircraft;
6) Injury sustained while on any aircraft:
   a) as a pilot, crewmember or student pilot;
   b) as a flight instructor or examiner;
   c) if it is owned, operated or leased by or on behalf of the Policyholder,or any Employer or organization whose eligible persons are covered under The Policy;
   d) being used for tests, experimental purposes, stunt flying, racing or endurance tests;
7) Injury sustained while taking drugs, including but not limited to sedatives, narcotics, barbiturates, amphetamines, or hallucinogens, unless as prescribed by or administered by a Physician;
8) Injury sustained while riding or driving in a scheduled race or testing any Motor Vehicle on tracks, speedways or proving grounds;
9) Injury sustained while committing or attempting to commit a felony;
10) Injury sustained while Intoxicated; or
11) Injury sustained while driving while Intoxicated.

Intoxicated means:

1) the blood alcohol content;
2) the results of other means of testing blood alcohol level; or
3) the results of other means of testing other substances;

that meet or exceed the legal presumption of intoxication, or under the influence, under the law of the state where the accident occurred.

Qualifications and Deviations

• Symetra's proposal is subject to the qualifications and deviations identified below. Our proposal assumes that all of the preceding information is accurate and correct, to the best of the prospective client's knowledge and belief. If any information is inaccurate or incorrect, we reserve the right to adjust pricing accordingly, withdraw this proposal from consideration or rescind coverage.

Qualifications:

• This quote assumes a situs state of TX and an SIC code of 9199.

• By delivering this proposal for coverage, the producer represents and warrants to Symetra that each of the producer and any other person and entity acting with or on behalf of the producer in the sale or solicitation of such coverage maintains such insurance producer licenses and appointments as are required by each state in which the coverage has been or will be solicited, and in all states in which the policy(ies) will be issued (including any states in which a statutory disability policy may be issued). This proposal is authorized for delivery only if the foregoing representation and warranty is true and correct.

• As compensation for the promotion, sale or renewal of the products and services offered in this proposal, Symetra may pay the selling broker or agency commissions, administrative service fees or bonuses that may be based on factors such as total premium volume written with Symetra, persistency levels, and the overall profitability of the business placed with Symetra. The cost of this compensation may be directly or indirectly reflected in the premium or service fees Symetra collects, and will be included in ERISA Form 5500, Schedule A information provided by Symetra, if applicable. For further details, please contact the agent or broker that represents you.

• Life Insurance standard Value-Added Services include the following services:
- Beneficiary Companion provides support to help with paperwork, notifications and other time-consuming details in the event of the loss of a loved one.
- Identity Theft Protection provides guidance to prevent identity theft and services in the event that identity theft actually occurs.
- Travel Assistance provides services due to medical issues and emergencies that may occur as a direct result when the covered person is traveling on a trip 100 miles or more from home lasting 90 days or less.

• Value-Added Services may not standardly be included in all states.

• The Value-Added Services are provided by third party vendors in a non-discriminatory manner and the cost is reasonable in comparison to the overall premium paid by the policyholder. The policyholder will be provided with contact information to assist employees with questions regarding these services.

• Any policy sold and issued in the State of New York is insured and underwritten by First Symetra National Life Insurance Company of New York, a New York-licensed insurer. Any policy sold and issued in any state other than the State of New York is insured and underwritten by Symetra Life Insurance Company, an Iowa-domiciled insurer that is licensed in all states except New York.

• All rates assume a non-participating financial arrangement.

• Unless otherwise stated, this quote assumes all eligible employees are citizens or legal residents in the United States, and on the U.S. payroll. This quote does not include coverage for temporary, leased or seasonal employees.

• This quote assumes that the employer's benefit plan is governed by ERISA.

• The grace period for premium payment is 31 days unless otherwise required by state law.

• Policies and certificates of insurance will be delivered electronically as PDF attachments. A fee may apply for printing and delivery of paper certificates if requested. The policyholder may not modify the electronic certificates in any way, and is responsible for making certificates available or providing current versions of certificates, including amendments, to insureds.

• Quote assumes premium billing will be on a self-administered basis for groups with 500 or more insureds.

• It is Symetra's intent to provide the requested plan design and benefit levels. However, Symetra's standard policy provisions and language will apply, due to state requirements that policy forms be filed and approved in the state where the policy will be issued.

Qualifications and Deviations

- This proposal is not intended as a contract. Policy provisions, exclusions and limitations will be subject to Symetra standard provisions. If there is any conflict between this proposal and a subsequently issued group policy, the policy will prevail. The limitations and exclusions of any policy issued will comply with state insurance laws and regulations as applicable and/or as amended. The agent/broker does not have authority to bind or modify the terms of this offer without prior written approval from Symetra.
- Our quote is based on the census provided to us when this proposal was requested. If the proposal is accepted, we will require an updated census that reflects the makeup of the group we will be insuring on the policy effective date. Actual cost will be based on the updated census. Should there be any changes in the original data the quote was based on - number of lives, class occupations, salaries, or other pertinent facts - the case will be subject to new underwriting to determine acceptability of the group, and the policy provisions and rate may be changed.
- Symetra reserves the right to revise the quote if the lives and/or total insured risk changes by +/-10% after initial enrollment or if the policyholder adds or removes a division, subsidiary, or affiliated company.
- A copy of the prior policy, a current billing statement to verify covered lives and volumes and a final sold case census are required at time of sale. Census must include lives, classes, and volume by coverage line, and work or home address.
- This proposal is valid for 90 days or until the proposed policy effective date, whichever comes first.
- The rates shown in this proposal will be increased to reflect any additional fees or commissions payable by Symetra other than those noted in this proposal.
- Requests for experience, billing and/or loss units that are outside Symetra's standards for account structure may be subject to additional charges.
- Where "days" are referenced in this proposal, it means calendar days.

Life and AD&D Qualifications:

- The rate structure quoted in this proposal may result in the premiums for voluntary coverages (i.e., employee/member-paid coverages) partially covering the cost of basic coverage (i.e., policyholder-paid coverages). This proposal and the rate structure contained herein is expressly conditioned on the policyholder's determination that the rate structure (i) is part of a single employee benefit plan sponsored by the policyholder, (ii) is consistent with information provided to employees or members, and (iii) is consistent with sponsor's obligations under applicable law and regulation (including ERISA, as applicable). A rate structure in which premiums paid for employee-paid coverages do not cover any of the cost of employer-paid coverages is available upon request.
- Proposed rates are contingent on writing all lines including Basic Life, Basic AD&D, and Supplemental Life and AD&D coverages as a package.
- This quote is conditional on satisfying Symetra's concentration of risk requirements. Please provide a list of locations with 500 or more lives, outlining the address and number of lives at the location. Terms of quote are subject to change based on Symetra's evaluation of concentration of risk information received.
- Symetra requires a list of all employees eligible for life insurance but not actively at work. Symetra must review and approve this list before binding coverage.
- This proposal assumes that the group of covered persons on the policy effective date does not include any employees whose coverage levels do not conform to the plan design(s) included in this proposal. For any employees whose coverage levels exceed those shown in this proposal, coverage will be decreased to an amount that most closely matches a coverage amount included in this proposal.

The following Enrollment Rules apply:

- Annual Traditional Evidence of Insurability (EOI) Enrollment: EOI enrollments assume scheduled annual enrollment periods and standard EOI requirements will apply meaning EOI is required for all late entrants, increases in coverage and for amounts in excess of the guarantee issue.
- There is no open enrollment unless agreed to in writing in advance by Symetra Underwriting.

Life and AD&D Deviations:

- Quoted Basic Life/AD&D Alt Plan at $50,000
- Quoted Basic Dep Life Spouse alternate plan of $10,000
- Quoted Employee Supp with increased Max of $400,000
- Quoted Supplemental Life/AD&D with 15% Commission

About Symetra

Symetra is a financially strong, well-capitalized company on the rise, as symbolized by our brand icon—the swift. Swifts are quick, hardworking and nimble—everything we aspire to be when serving our customers.

We've been in business for more than half a century with a commitment to creating employee benefit products that people need and understand. We appreciate your business and look forward to the opportunity to continue serving you with professional, informative and responsive service.

Our success as a business is guided by the principles of Value, Transparency and Sustainability, or VTS.

- **Value:** We provide products and solutions people need at a competitive price—backed by dedication to excellent customer service.
- **Transparency:** We communicate clearly and openly so people can understand what they are buying.
- **Sustainability:** Our products stand the test of time. We're financially disciplined, so we'll be there when customers need us.

SYMETRA®
RETIREMENT | BENEFITS | LIFE

www.symetra.com
www.symetra.com/ny

Symetra® and VTS® are registered service marks of Symetra Life Insurance Company.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2023-1104497

Date Filed:
12/14/2023

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Symetra Life Insurance Company
Bellevue, WA United States

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

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
01-016850-00
Employee/Spouse/Child Life, Basic and Supplemental Employee AD&D, Supplemental Spouse & Child Life, LTD, STD

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

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is Lisa Marecki, and my date of birth is [redacted].

My address is 139 E. West Hill Rd. (street), Barkhamsted (city), CT (state), 06063 (zip code), USA (country).

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

Executed in Litchfield County, State of CT, on the 14th day of Dec (month), 20 23 (year).

Lisa L. Marecki

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2023-1104497

Date Filed:
12/14/2023

Date Acknowledged:
12/14/2023

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

Symetra Life Insurance Company
Bellevue, WA United States

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

Williamson County

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

01-016850-00
Employee/Spouse/Child Life, Basic and Supplemental Employee AD&D, Supplemental Spouse & Child Life, LTD, STD

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

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

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

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

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

Executed in _____County, State of _____, on the _____day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session **28.**

Meeting Date: 01/09/2024

Approval of Purchase of Furniture from Facilities Resource, Inc. for the Sheriff's Office

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving Agreement #202498 for the purchase of furniture for the Sheriff's Office from Facilities Resource, Inc. in the amount of $33,277.25, pursuant to OMNIA Partners contract #191804, and authorizing execution of the quote.

Background

Approval of this item will support operations at the Williamson County Sheriff's Office. The quote is attached outlining the different pieces of furniture to be purchased. The funding source is 01.0100.0560.003005 for FY24. The department point of contact is Chief Pat Erickson.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Facilities Resource Furniture Purchase

Form 1295 Facilities Resource

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	01/03/2024 11:22 AM
County Judge Exec Asst.	Becky Pruitt	01/03/2024 01:21 PM
Form Started By: Misty Brooks		Started On: 12/14/2023 11:57 AM
Final Approval Date: 01/03/2024		

Facilities Resource Inc.
1641 Scottsdale Drive
Cedar Park, TX 78641
512-371-1232

QUOTATION & CONTRACT

DATE	QUOTE #
12/11/23	[redacted]
SALES REP	**PAYMENT TERMS**
Brad Schweifler	Per Contract

BILL TO:	CUSTOMER PURCHASE ORDER	FINAL LOCATION:
Mary Johnson Williamson County 710 S. Main Street Georgetown, TX 78626-5703 PH: 512.943.1313 FX: 512.943.3281		Mary Johnson Sheriff's Office Williamson County 508 S. Rock Street Georgetown, TX 78626-5604 PH: 512.943.1313 FX: 512.943.3281

SUMMARY INFORMATION
HON OMNIA Contract #R191804 ESI OMNIA Contract #R221001 9to5 Seating NCPA Contract #07-73

ITEM #	QTY	PRODUCT	UNIT PRICE	EXT. PRICE
Amanda				
1		Amanda -- ITEM LIST PRICE: $7,477.00		
2	1.00	The HON Company H10579 $(L1STD) .N N 10500 SERIES DESK SHELL 66W X 30D X 29-1/2H $(L1STD) = Grd L1 Standard Laminates .N = Mahogany N = Mahogany -- ITEM LIST PRICE: $895.00 -- TAG/LOCATION: Amanda -- CONTRACT: R191804	$ 402.75	$ 402.75
3	1.00	The HON Company H105102 $(L1STD) .N N 10500 SERIESMOBILE FULL HT PED B/B/F 15-5/8W X 22-3/4D $(L1STD) = Grd L1 Standard Laminates .N = Mahogany N = Mahogany -- ITEM LIST PRICE: $1,055.00 -- TAG/LOCATION: Amanda -- CONTRACT: R191804	$ 474.75	$ 474.75
4	1.00	The HON Company H105104 $(L1STD) .N N 10500 SERIESMOBILE FULL HT PED F/F 15-5/8W X 22-3/4D $(L1STD) = Grd L1 Standard Laminates .N = Mahogany N = Mahogany	$ 474.75	$ 474.75

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ITEM #	QTY	PRODUCT	UNIT PRICE	EXT. PRICE
		-- ITEM LIST PRICE: $1,055.00 -- TAG/LOCATION: Amanda -- CONTRACT: R191804		
5	1.00	The HON Company H105106 $(L1STD) .N N 10500 SERIES 15 3/4WX18 7/8DX21 7/8H MOBILE PED B/F $(L1STD) = Grd L1 Standard Laminates .N = Mahogany N = Mahogany -- ITEM LIST PRICE: $882.00 -- TAG/LOCATION: Amanda -- CONTRACT: R191804	$ 396.90	$ 396.90
6	1.00	The HON Company H105R3066 $(L1STD) .N N 66WX30D RECTANGLE WORKSURFACE $(L1STD) = Grd L1 Standard Laminates .N = Mahogany N = Mahogany -- ITEM LIST PRICE: $463.00 -- TAG/LOCATION: Amanda -- CONTRACT: R191804	$ 208.35	$ 208.35
7	3.00	The HON Company HF23B .X101E BLACK REMOVABLE LOCK CORE KIT .X101E = 101E -- ITEM LIST PRICE: $45.00 -- TAG/LOCATION: Amanda -- CONTRACT: R191804	$ 20.25	$ 60.75
8	2.00	The HON Company HSWEEPA2 SWEEP HANDLE KIT BLACK 2-PACK -- ITEM LIST PRICE: $61.00 -- TAG/LOCATION: Amanda -- CONTRACT: R191804	$ 27.45	$ 54.90
9	1.00	The HON Company HSWEEPA3 SWEEP HANDLE KIT BLACK 3-PACK -- ITEM LIST PRICE: $79.00 -- TAG/LOCATION: Amanda -- CONTRACT: R191804	$ 35.55	$ 35.55

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ITEM #	QTY	PRODUCT	UNIT PRICE	EXT. PRICE
10	1.00	The HON Company HUSLMOD1366 $(L1STD) .N .N .P LAMINATE MODESTY 13H X 66W $(L1STD) = Grd L1 Standard Laminates .N = Mahogany .N = Mahogany .P = Black -- ITEM LIST PRICE: $886.00 -- TAG/LOCATION: Amanda -- CONTRACT: R191804	$ 303.90	$ 303.90
11	1.00	The HON Company HCTROUGH36 CABLE MNGMT TROUGH 36W SINGLE -- ITEM LIST PRICE: $155.00 -- TAG/LOCATION: Amanda -- CONTRACT: R191804	$ 53.17	$ 53.17
12	1.00	The HON Company HHATB3S2LT $(P1) .P71 .X .MEM 3 STAGE 2 LEG RECTANGLE T FOOT $(P1) = P1 Paint Opts .P71 = Black .X = Standard Glide .MEM = Memory Preset -- ITEM LIST PRICE: $1,167.00 -- TAG/LOCATION: Amanda -- CONTRACT: R191804	$ 400.28	$ 400.28
13	1.00	The HON Company HLSL2016PH2 $(2) .SMHMMLD 40 PED CUSHION 20X15.8X1 $(2) = Grd 2 Uph .SMHMMLD = Meld 40 = Creek -- ITEM LIST PRICE: $442.00 -- TAG/LOCATION: Amanda -- CONTRACT: R191804	$ 198.90	$ 198.90
14	1.00	The HON Company HLSLZ5SC66 .P 54W EXTERNAL STIFFENER .P = Black -- ITEM LIST PRICE: $141.00 -- TAG/LOCATION: Amanda -- CONTRACT: R191804	$ 63.45	$ 63.45

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QUOTATION & CONTRACT

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Brad Schweifler	Per Contract

ITEM #	QTY	PRODUCT	UNIT PRICE	EXT. PRICE
			Amanda Subtotal:	**$ 3,128.40**
Danielle				
15		Danielle -- ITEM LIST PRICE: $9,304.00		
16	1.00	The HON Company H105106 $(L1STD) .N N 10500 SERIES 15 3/4WX18 7/8DX21 7/8H MOBILE PED B/F $(L1STD) = Grd L1 Standard Laminates .N = Mahogany N = Mahogany -- ITEM LIST PRICE: $882.00 -- TAG/LOCATION: Danielle -- CONTRACT: R191804	$ 396.90	$ 396.90
17	1.00	The HON Company H105891 $(L1STD) .N N 10500 SERIES 66WX30DX29-1/2H DBL PED DSK 3/2 RECT TOP $(L1STD) = Grd L1 Standard Laminates .N = Mahogany N = Mahogany -- ITEM LIST PRICE: $1,958.00 -- TAG/LOCATION: Danielle -- CONTRACT: R191804	$ 881.10	$ 881.10
18	1.00	The HON Company H105R3066 $(L1STD) .N N 66WX30D RECTANGLE WORKSURFACE $(L1STD) = Grd L1 Standard Laminates .N = Mahogany N = Mahogany -- ITEM LIST PRICE: $463.00 -- TAG/LOCATION: Danielle -- CONTRACT: R191804	$ 208.35	$ 208.35
19	2.00	The HON Company HF23B .X103E BLACK REMOVABLE LOCK CORE KIT .X103E = 103E -- ITEM LIST PRICE: $45.00 -- TAG/LOCATION: Danielle -- CONTRACT: R191804	$ 20.25	$ 40.50

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Brad Schweifler	Per Contract

ITEM #	QTY	PRODUCT	UNIT PRICE	EXT. PRICE
20	2.00	The HON Company HSWEEPA2 SWEEP HANDLE KIT BLACK 2-PACK -- ITEM LIST PRICE: $61.00 -- TAG/LOCATION: Danielle -- CONTRACT: R191804	$ 27.45	$ 54.90
21	1.00	The HON Company HSWEEPA3 SWEEP HANDLE KIT BLACK 3-PACK -- ITEM LIST PRICE: $79.00 -- TAG/LOCATION: Danielle -- CONTRACT: R191804	$ 35.55	$ 35.55
22	2.00	The HON Company HEFEC65P $(P1) .P PANEL FINISHED END COVERS 65H $(P1) = P1 Paint Opts .P = Black -- ITEM LIST PRICE: $86.00 -- TAG/LOCATION: Danielle -- CONTRACT: R191804	$ 29.50	$ 59.00
23	1.00	The HON Company HETC48 $(P1) .P PANEL TOP CAP 48W $(P1) = P1 Paint Opts .P = Black -- ITEM LIST PRICE: $89.00 -- TAG/LOCATION: Danielle -- CONTRACT: R191804	$ 30.53	$ 30.53
24	1.00	The HON Company HETP6548FP $(A) .REF 29 $(P1) .P TACKABLE PANEL W/O TC 65H X 48W $(A) = Grd A Fabric .REF = Reflection 29 = Galvanized $(P1) = P1 Paint Opts .P = Black -- ITEM LIST PRICE: $611.00 -- TAG/LOCATION: Danielle -- CONTRACT: R191804	$ 209.57	$ 209.57
25	1.00	The HON Company HCTROUGH36 CABLE MNGMT TROUGH 36W SINGLE -- ITEM LIST PRICE: $155.00	$ 53.17	$ 53.17

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ITEM #	QTY	PRODUCT	UNIT PRICE	EXT. PRICE
		-- TAG/LOCATION: Danielle -- CONTRACT: R191804		
26	1.00	The HON Company HHN831124 .S FLAT BRACKET 24D .S = Charcoal -- ITEM LIST PRICE: $85.00 -- TAG/LOCATION: Danielle -- CONTRACT: R191804	$ 29.16	$ 29.16
27	2.00	The HON Company HRFTAB $(P1) .P ABOUND STABILITY FOOT $(P1) = Select P1 Paint .P = Black -- ITEM LIST PRICE: $481.00 -- TAG/LOCATION: Danielle -- CONTRACT: R191804	$ 164.98	$ 329.96
28	1.00	The HON Company HHATM3S3LT $(P1) .P71 .X .MEM MAX 3 STAGE 3 LEG T FOOT $(P1) = P1 Paint Opts .P71 = Black .X = Standard Glide .MEM = Memory Preset -- ITEM LIST PRICE: $2,456.00 -- TAG/LOCATION: Danielle -- CONTRACT: R191804	$ 842.41	$ 842.41
29	1.00	The HON Company HHATW2442CT $(L1STD) .N .N .G1 P 42W X 24D RECT WORKSURFACE C/T BASE $(L1STD) = Grd L1 Standard Laminates .N = Mahogany .N = Mahogany .G1 = 1 Grommet - Centered P = Black -- ITEM LIST PRICE: $468.00 -- TAG/LOCATION: Danielle -- CONTRACT: R191804	$ 160.52	$ 160.52
30	1.00	The HON Company HLSL2016PH2 $(2) .SMHMMLD 40 PED CUSHION 20X15.8X1 $(2) = Grd 2 Uph .SMHMMLD = Meld	$ 198.90	$ 198.90

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12/11/23	[redacted]
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Brad Schweifler	Per Contract

ITEM #	QTY	PRODUCT	UNIT PRICE	EXT. PRICE
		40 = Creek -- ITEM LIST PRICE: $442.00 -- TAG/LOCATION: Danielle -- CONTRACT: R191804		
31	1.00	The HON Company HLSLZ5SC54 .P 42W EXTERNAL STIFFENER .P = Black -- ITEM LIST PRICE: $129.00 -- TAG/LOCATION: Danielle -- CONTRACT: R191804	$ 58.05	$ 58.05
32	1.00	The HON Company HLSLZ5SC66 .P 54W EXTERNAL STIFFENER .P = Black -- ITEM LIST PRICE: $141.00 -- TAG/LOCATION: Danielle -- CONTRACT: R191804	$ 63.45	$ 63.45
			Danielle Subtotal:	**$ 3,652.02**
Evidence/Tammy's Office				
33		Evidence/Tammy's Office -- ITEM LIST PRICE: $6,622.00		
34	2.00	The HON Company H105106 $(L1STD) .N N 10500 SERIES 15 3/4WX18 7/8DX21 7/8H MOBILE PED B/F $(L1STD) = Grd L1 Standard Laminates .N = Mahogany N = Mahogany -- ITEM LIST PRICE: $882.00 -- TAG/LOCATION: Evidence/Tammy's Office -- CONTRACT: R191804	$ 396.90	$ 793.80
35	2.00	The HON Company H105R3066 $(L1STD) .N N 66WX30D RECTANGLE WORKSURFACE $(L1STD) = Grd L1 Standard Laminates .N = Mahogany N = Mahogany -- ITEM LIST PRICE: $463.00 -- TAG/LOCATION: Evidence/Tammy's Office	$ 208.35	$ 416.70

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QUOTATION & CONTRACT

DATE	QUOTE #
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SALES REP	**PAYMENT TERMS**
Brad Schweifler	Per Contract

ITEM #	QTY	PRODUCT	UNIT PRICE	EXT. PRICE
		-- CONTRACT: R191804		
36	2.00	The HON Company HSWEEPA2 SWEEP HANDLE KIT BLACK 2-PACK -- ITEM LIST PRICE: $61.00 -- TAG/LOCATION: Evidence/Tammy's Office -- CONTRACT: R191804	$ 27.45	$ 54.90
37	2.00	The HON Company HCTROUGH36 CABLE MNGMT TROUGH 36W SINGLE -- ITEM LIST PRICE: $155.00 -- TAG/LOCATION: Evidence/Tammy's Office -- CONTRACT: R191804	$ 53.17	$ 106.34
38	2.00	The HON Company HHATB3S2LT $(P1) .P71 .X .MEM 3 STAGE 2 LEG RECTANGLE T FOOT $(P1) = P1 Paint Opts .P71 = Black .X = Standard Glide .MEM = Memory Preset -- ITEM LIST PRICE: $1,167.00 -- TAG/LOCATION: Evidence/Tammy's Office -- CONTRACT: R191804	$ 400.28	$ 800.56
39	2.00	The HON Company HLSL2016PH2 $(2) .SMHMMLD 40 PED CUSHION 20X15.8X1 $(2) = Grd 2 Uph .SMHMMLD = Meld 40 = Creek -- ITEM LIST PRICE: $442.00 -- TAG/LOCATION: Evidence/Tammy's Office -- CONTRACT: R191804	$ 198.90	$ 397.80
40	2.00	The HON Company HLSLZ5SC66 .P 54W EXTERNAL STIFFENER .P = Black -- ITEM LIST PRICE: $141.00 -- TAG/LOCATION: Evidence/Tammy's Office -- CONTRACT: R191804	$ 63.45	$ 126.90
			Evidence/Tammy's Office Subtotal:	**$ 2,697.00**

Facilities Resource Inc.
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512-371-1232

QUOTATION & CONTRACT

DATE	QUOTE #
12/11/23	[redacted]
SALES REP	**PAYMENT TERMS**
Brad Schweifler	Per Contract

ITEM #	QTY	PRODUCT	UNIT PRICE	EXT. PRICE
Glen				
41		Glen -- ITEM LIST PRICE: $6,757.00		
42	2.00	The HON Company H105106 $(L1STD) .N N 10500 SERIES 15 3/4WX18 7/8DX21 7/8H MOBILE PED B/F $(L1STD) = Grd L1 Standard Laminates .N = Mahogany N = Mahogany -- ITEM LIST PRICE: $882.00 -- TAG/LOCATION: Glen -- CONTRACT: R191804	$ 396.90	$ 793.80
43	1.00	The HON Company H105R3066 $(L1STD) .N N 66WX30D RECTANGLE WORKSURFACE $(L1STD) = Grd L1 Standard Laminates .N = Mahogany N = Mahogany -- ITEM LIST PRICE: $463.00 -- TAG/LOCATION: Glen -- CONTRACT: R191804	$ 208.35	$ 208.35
44	2.00	The HON Company HF23B .X104E BLACK REMOVABLE LOCK CORE KIT .X104E = 104E -- ITEM LIST PRICE: $45.00 -- TAG/LOCATION: Glen -- CONTRACT: R191804	$ 20.25	$ 40.50
45	2.00	The HON Company HSWEEPA2 SWEEP HANDLE KIT BLACK 2-PACK -- ITEM LIST PRICE: $61.00 -- TAG/LOCATION: Glen -- CONTRACT: R191804	$ 27.45	$ 54.90
46	1.00	The HON Company HCTROUGH36 CABLE MNGMT TROUGH 36W SINGLE -- ITEM LIST PRICE: $155.00 -- TAG/LOCATION: Glen -- CONTRACT: R191804	$ 53.17	$ 53.17

Facilities Resource Inc.
1641 Scottsdale Drive
Cedar Park, TX 78641
512-371-1232

QUOTATION & CONTRACT

DATE	QUOTE #
12/11/23	[redacted]
SALES REP	**PAYMENT TERMS**
Brad Schweifler	Per Contract

ITEM #	QTY	PRODUCT	UNIT PRICE	EXT. PRICE
47	1.00	The HON Company HHN831124 .S FLAT BRACKET 24D .S = Charcoal -- ITEM LIST PRICE: $85.00 -- TAG/LOCATION: Glen -- CONTRACT: R191804	$ 29.16	$ 29.16
48	1.00	The HON Company HHATM3S3LT $(P1) .P71 .X .MEM MAX 3 STAGE 3 LEG T FOOT $(P1) = P1 Paint Opts .P71 = Black .X = Standard Glide .MEM = Memory Preset -- ITEM LIST PRICE: $2,456.00 -- TAG/LOCATION: Glen -- CONTRACT: R191804	$ 842.41	$ 842.41
49	1.00	The HON Company HHATW2442CT $(L1STD) .N .N .G1 P 42W X 24D RECT WORKSURFACE C/T BASE $(L1STD) = Grd L1 Standard Laminates .N = Mahogany .N = Mahogany .G1 = 1 Grommet - Centered P = Black -- ITEM LIST PRICE: $468.00 -- TAG/LOCATION: Glen -- CONTRACT: R191804	$ 160.52	$ 160.52
50	2.00	The HON Company HLSL2016PH2 $(2) .SMHMMLD 40 PED CUSHION 20X15.8X1 $(2) = Grd 2 Uph .SMHMMLD = Meld 40 = Creek -- ITEM LIST PRICE: $442.00 -- TAG/LOCATION: Glen -- CONTRACT: R191804	$ 198.90	$ 397.80
51	1.00	The HON Company HLSLZ5SC54 .P 42W EXTERNAL STIFFENER .P = Black -- ITEM LIST PRICE: $129.00 -- TAG/LOCATION: Glen -- CONTRACT: R191804	$ 58.05	$ 58.05

Facilities Resource Inc.
1641 Scottsdale Drive
Cedar Park, TX 78641
512-371-1232

QUOTATION & CONTRACT

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12/11/23	[redacted]
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Brad Schweifler	Per Contract

ITEM #	QTY	PRODUCT	UNIT PRICE	EXT. PRICE
52	1.00	The HON Company HLSLZ5SC66 .P 54W EXTERNAL STIFFENER .P = Black -- ITEM LIST PRICE: $141.00 -- TAG/LOCATION: Glen -- CONTRACT: R191804	$ 63.45	$ 63.45
			Glen Subtotal:	**$ 2,702.11**
Hayes				
53		Hayes -- ITEM LIST PRICE: $6,168.00		
54	1.00	The HON Company H105106 $(L1STD) .N N 10500 SERIES 15 3/4WX18 7/8DX21 7/8H MOBILE PED B/F $(L1STD) = Grd L1 Standard Laminates .N = Mahogany N = Mahogany -- ITEM LIST PRICE: $882.00 -- TAG/LOCATION: Hayes -- CONTRACT: R191804	$ 396.90	$ 396.90
55	1.00	The HON Company H105R3066 $(L1STD) .N N 66WX30D RECTANGLE WORKSURFACE $(L1STD) = Grd L1 Standard Laminates .N = Mahogany N = Mahogany -- ITEM LIST PRICE: $463.00 -- TAG/LOCATION: Hayes -- CONTRACT: R191804	$ 208.35	$ 208.35
56	1.00	The HON Company HSWEEPA2 SWEEP HANDLE KIT BLACK 2-PACK -- ITEM LIST PRICE: $61.00 -- TAG/LOCATION: Hayes -- CONTRACT: R191804	$ 27.45	$ 27.45
57	1.00	The HON Company HUSLMOD1366 $(L1STD) .N .N .P LAMINATE MODESTY 13H X 66W $(L1STD) = Grd L1 Standard Laminates	$ 303.90	$ 303.90

Facilities Resource Inc.
1641 Scottsdale Drive
Cedar Park, TX 78641
512-371-1232

QUOTATION & CONTRACT

DATE	QUOTE #
12/11/23	[redacted]
SALES REP	**PAYMENT TERMS**
Brad Schweifler	Per Contract

ITEM #	QTY	PRODUCT	UNIT PRICE	EXT. PRICE
		.N = Mahogany .N = Mahogany .P = Black -- ITEM LIST PRICE: $886.00 -- TAG/LOCATION: Hayes -- CONTRACT: R191804		
58	1.00	The HON Company HCTROUGH36 CABLE MNGMT TROUGH 36W SINGLE -- ITEM LIST PRICE: $155.00 -- TAG/LOCATION: Hayes -- CONTRACT: R191804	$ 53.17	$ 53.17
59	1.00	The HON Company HHN831124 .S FLAT BRACKET 24D .S = Charcoal -- ITEM LIST PRICE: $85.00 -- TAG/LOCATION: Hayes -- CONTRACT: R191804	$ 29.16	$ 29.16
60	1.00	The HON Company HHATM3S3LT $(P1) .P71 .X .MEM MAX 3 STAGE 3 LEG T FOOT $(P1) = P1 Paint Opts .P71 = Black .X = Standard Glide .MEM = Memory Preset -- ITEM LIST PRICE: $2,456.00 -- TAG/LOCATION: Hayes -- CONTRACT: R191804	$ 842.41	$ 842.41
61	1.00	The HON Company HHATW2442CT $(L1STD) .N .N .G1 P 42W X 24D RECT WORKSURFACE C/T BASE $(L1STD) = Grd L1 Standard Laminates .N = Mahogany .N = Mahogany .G1 = 1 Grommet - Centered P = Black -- ITEM LIST PRICE: $468.00 -- TAG/LOCATION: Hayes -- CONTRACT: R191804	$ 160.52	$ 160.52
62	1.00	The HON Company HLSL2016PH2 $(2) .SMHMMLD 40 PED CUSHION 20X15.8X1	$ 198.90	$ 198.90

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1641 Scottsdale Drive
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512-371-1232

QUOTATION & CONTRACT

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SALES REP	**PAYMENT TERMS**
Brad Schweifler	Per Contract

ITEM #	QTY	PRODUCT	UNIT PRICE	EXT. PRICE
		$(2) = Grd 2 Uph .SMHMMLD = Meld 40 = Creek -- ITEM LIST PRICE: $442.00 -- TAG/LOCATION: Hayes -- CONTRACT: R191804		
63	1.00	The HON Company HLSLZ5SC54 .P 42W EXTERNAL STIFFENER .P = Black -- ITEM LIST PRICE: $129.00 -- TAG/LOCATION: Hayes -- CONTRACT: R191804	$ 58.05	$ 58.05
64	1.00	The HON Company HLSLZ5SC66 .P 54W EXTERNAL STIFFENER .P = Black -- ITEM LIST PRICE: $141.00 -- TAG/LOCATION: Hayes -- CONTRACT: R191804	$ 63.45	$ 63.45
			Hayes Subtotal:	**$ 2,342.26**
Russell				
65		Russell -- ITEM LIST PRICE: $10,342.00		
66	1.00	The HON Company H105106 $(L1STD) .N N 10500 SERIES 15 3/4WX18 7/8DX21 7/8H MOBILE PED B/F $(L1STD) = Grd L1 Standard Laminates .N = Mahogany N = Mahogany -- ITEM LIST PRICE: $882.00 -- TAG/LOCATION: Russell -- CONTRACT: R191804	$ 396.90	$ 396.90
67	1.00	The HON Company H105R3066 $(L1STD) .N N 66WX30D RECTANGLE WORKSURFACE $(L1STD) = Grd L1 Standard Laminates .N = Mahogany N = Mahogany	$ 208.35	$ 208.35

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1641 Scottsdale Drive
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512-371-1232

QUOTATION & CONTRACT

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ITEM #	QTY	PRODUCT	UNIT PRICE	EXT. PRICE
		-- ITEM LIST PRICE: $463.00 -- TAG/LOCATION: Russell -- CONTRACT: R191804		
68	2.00	The HON Company HF23B .X102E BLACK REMOVABLE LOCK CORE KIT .X102E = 102E -- ITEM LIST PRICE: $45.00 -- TAG/LOCATION: Russell -- CONTRACT: R191804	$ 20.25	$ 40.50
69	2.00	The HON Company HSWEEPA2 SWEEP HANDLE KIT BLACK 2-PACK -- ITEM LIST PRICE: $61.00 -- TAG/LOCATION: Russell -- CONTRACT: R191804	$ 27.45	$ 54.90
70	1.00	The HON Company HSWEEPA3 SWEEP HANDLE KIT BLACK 3-PACK -- ITEM LIST PRICE: $79.00 -- TAG/LOCATION: Russell -- CONTRACT: R191804	$ 35.55	$ 35.55
71	1.00	The HON Company HUSLMOD1366 $(L1STD) .N .N .P LAMINATE MODESTY 13H X 66W $(L1STD) = Grd L1 Standard Laminates .N = Mahogany .N = Mahogany .P = Black -- ITEM LIST PRICE: $886.00 -- TAG/LOCATION: Russell -- CONTRACT: R191804	$ 303.90	$ 303.90
72	1.00	The HON Company HCTROUGH36 CABLE MNGMT TROUGH 36W SINGLE -- ITEM LIST PRICE: $155.00 -- TAG/LOCATION: Russell -- CONTRACT: R191804	$ 53.17	$ 53.17
73	1.00	The HON Company HHN831124 .S FLAT BRACKET 24D	$ 29.16	$ 29.16

Facilities Resource Inc.
1641 Scottsdale Drive
Cedar Park, TX 78641
512-371-1232

QUOTATION & CONTRACT

DATE	QUOTE #
12/11/23	[redacted]
SALES REP	**PAYMENT TERMS**
Brad Schweifler	Per Contract

ITEM #	QTY	PRODUCT	UNIT PRICE	EXT. PRICE
		.S = Charcoal -- ITEM LIST PRICE: $85.00 -- TAG/LOCATION: Russell -- CONTRACT: R191804		
74	1.00	The HON Company HSTP422424RBBFL .BX .A PR0 $(P1) .P $(L1STD) .N .X CONTAIN 42HX24WX24D PERSONAL TWR PLINTH LAM FRNT RH BBF .BX = Recessed Plinth .A = Arch PR0 = Anodized Silver $(P1) = P1 Paint Opts .P = Black $(L1STD) = Grd L1 Standard Laminates .N = Mahogany .X = Omit Lock -- ITEM LIST PRICE: $2,476.00 -- TAG/LOCATION: Russell -- CONTRACT: R191804	$ 1,079.54	$ 1,079.54
75	2.00	The HON Company H2093 $(1) .UR 96 .T PILLOWSOFT 2090 GUEST SLED BASE W/ARMS $(1) = Grd 1 UPH .UR = Contourett 96 = Ocean .T = Black -- ITEM LIST PRICE: $734.00 -- TAG/LOCATION: Russell -- CONTRACT: R191804	$ 330.30	$ 660.60
76	1.00	The HON Company HHATM3S3LT $(P1) .P71 .X .MEM MAX 3 STAGE 3 LEG T FOOT $(P1) = P1 Paint Opts .P71 = Black .X = Standard Glide .MEM = Memory Preset -- ITEM LIST PRICE: $2,456.00 -- TAG/LOCATION: Russell -- CONTRACT: R191804	$ 842.41	$ 842.41
77	1.00	The HON Company HHATW2442CT $(L1STD) .N .N .G1 P 42W X 24D RECT WORKSURFACE C/T BASE $(L1STD) = Grd L1 Standard Laminates .N = Mahogany .N = Mahogany	$ 160.52	$ 160.52

Facilities Resource Inc.
1641 Scottsdale Drive
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512-371-1232

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SALES REP	**PAYMENT TERMS**
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ITEM #	QTY	PRODUCT	UNIT PRICE	EXT. PRICE
		.G1 = 1 Grommet - Centered P = Black -- ITEM LIST PRICE: $468.00 -- TAG/LOCATION: Russell -- CONTRACT: R191804		
78	1.00	The HON Company HLSL2016PH2 $(2) .SMHMMLD 40 PED CUSHION 20X15.8X1 $(2) = Grd 2 Uph .SMHMMLD = Meld 40 = Creek -- ITEM LIST PRICE: $442.00 -- TAG/LOCATION: Russell -- CONTRACT: R191804	$ 198.90	$ 198.90
79	1.00	The HON Company HLSLZ5SC54 .P 42W EXTERNAL STIFFENER .P = Black -- ITEM LIST PRICE: $129.00 -- TAG/LOCATION: Russell -- CONTRACT: R191804	$ 58.05	$ 58.05
80	1.00	The HON Company HLSLZ5SC66 .P 54W EXTERNAL STIFFENER .P = Black -- ITEM LIST PRICE: $141.00 -- TAG/LOCATION: Russell -- CONTRACT: R191804	$ 63.45	$ 63.45
			Russell Subtotal:	**$ 4,185.90**
Sapien				
81		Sapien -- ITEM LIST PRICE: $6,168.00		
82	1.00	The HON Company H105106 $(L1STD) .N N 10500 SERIES 15 3/4WX18 7/8DX21 7/8H MOBILE PED B/F $(L1STD) = Grd L1 Standard Laminates .N = Mahogany N = Mahogany -- ITEM LIST PRICE: $882.00	$ 396.90	$ 396.90

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1641 Scottsdale Drive
Cedar Park, TX 78641
512-371-1232

QUOTATION & CONTRACT

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12/11/23	[redacted]
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ITEM #	QTY	PRODUCT	UNIT PRICE	EXT. PRICE
		-- TAG/LOCATION: Sapien -- CONTRACT: R191804		
83	1.00	The HON Company H105R3066 $(L1STD) .N N 66WX30D RECTANGLE WORKSURFACE $(L1STD) = Grd L1 Standard Laminates .N = Mahogany N = Mahogany -- ITEM LIST PRICE: $463.00 -- TAG/LOCATION: Sapien -- CONTRACT: R191804	$ 208.35	$ 208.35
84	1.00	The HON Company HSWEEPA2 SWEEP HANDLE KIT BLACK 2-PACK -- ITEM LIST PRICE: $61.00 -- TAG/LOCATION: Sapien -- CONTRACT: R191804	$ 27.45	$ 27.45
85	1.00	The HON Company HUSLMOD1366 $(L1STD) .N .N .P LAMINATE MODESTY 13H X 66W $(L1STD) = Grd L1 Standard Laminates .N = Mahogany .N = Mahogany .P = Black -- ITEM LIST PRICE: $886.00 -- TAG/LOCATION: Sapien -- CONTRACT: R191804	$ 303.90	$ 303.90
86	1.00	The HON Company HCTROUGH36 CABLE MNGMT TROUGH 36W SINGLE -- ITEM LIST PRICE: $155.00 -- TAG/LOCATION: Sapien -- CONTRACT: R191804	$ 53.17	$ 53.17
87	1.00	The HON Company HHN831124 .S FLAT BRACKET 24D .S = Charcoal -- ITEM LIST PRICE: $85.00 -- TAG/LOCATION: Sapien -- CONTRACT: R191804	$ 29.16	$ 29.16

Facilities Resource Inc.
1641 Scottsdale Drive
Cedar Park, TX 78641
512-371-1232

QUOTATION & CONTRACT

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ITEM #	QTY	PRODUCT	UNIT PRICE	EXT. PRICE
88	1.00	The HON Company HHATM3S3LT $(P1) .P71 .X .MEM MAX 3 STAGE 3 LEG T FOOT $(P1) = P1 Paint Opts .P71 = Black .X = Standard Glide .MEM = Memory Preset -- ITEM LIST PRICE: $2,456.00 -- TAG/LOCATION: Sapien -- CONTRACT: R191804	$ 842.41	$ 842.41
89	1.00	The HON Company HHATW2442CT $(L1STD) .N .N .G1 P 42W X 24D RECT WORKSURFACE C/T BASE $(L1STD) = Grd L1 Standard Laminates .N = Mahogany .N = Mahogany .G1 = 1 Grommet - Centered P = Black -- ITEM LIST PRICE: $468.00 -- TAG/LOCATION: Sapien -- CONTRACT: R191804	$ 160.52	$ 160.52
90	1.00	The HON Company HLSL2016PH2 $(2) .SMHMMLD 40 PED CUSHION 20X15.8X1 $(2) = Grd 2 Uph .SMHMMLD = Meld 40 = Creek -- ITEM LIST PRICE: $442.00 -- TAG/LOCATION: Sapien -- CONTRACT: R191804	$ 198.90	$ 198.90
91	1.00	The HON Company HLSLZ5SC54 .P 42W EXTERNAL STIFFENER .P = Black -- ITEM LIST PRICE: $129.00 -- TAG/LOCATION: Sapien -- CONTRACT: R191804	$ 58.05	$ 58.05
92	1.00	The HON Company HLSLZ5SC66 .P 54W EXTERNAL STIFFENER .P = Black -- ITEM LIST PRICE: $141.00 -- TAG/LOCATION: Sapien -- CONTRACT: R191804	$ 63.45	$ 63.45

Facilities Resource Inc.
1641 Scottsdale Drive
Cedar Park, TX 78641
512-371-1232

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ITEM #	QTY	PRODUCT	UNIT PRICE	EXT. PRICE
			Sapien Subtotal:	**$ 2,342.26**
Accessories				
93		Accessories -- ITEM LIST PRICE: $9,946.00		
94	1.00	Fellowes CPU05 Easy Access CPU Holder 17.75" track w/ 360-Degree Swivel -- ITEM LIST PRICE: $282.00 -- TAG/LOCATION: Accessories,Accessories -- CONTRACT: R191804	$ 126.90	$ 126.90
95	8.00	Fellowes FCH4CX BLK Desktop Power Module Including 14" 6-Outlet Power Adapter, (2) AC Power And (1) USB-A Outlet, (1) USB-C Outlet. Mounts On Top Or Under Desk BLK = Black (FINISH) -- ITEM LIST PRICE: $456.00 -- TAG/LOCATION: Accessories,Accessories -- CONTRACT: R191804	$ 205.20	$ 1,641.60
96	8.00	Fellowes SENAEX2-MS BLK SenaEX Series Dual Monitor Arm w/2 Motion Limbs & 2 Slider Plates, Includes Desk Clamp & Grommet Mount BLK = Black (FINISH) -- ITEM LIST PRICE: $752.00 -- TAG/LOCATION: Accessories,Accessories -- CONTRACT: R191804	$ 338.40	$ 2,707.20
			Accessories Subtotal:	**$ 4,475.70**
Task Seating				
97		Task Seating -- ITEM LIST PRICE: $10,648.00		
98	11.00	The HON Company HIWMRA .Y2 .A .S .0S $(1) .UR 96 .BL .SB .T IGN 2 MID-BACK REACTIV .Y2 = Advanced Synchro-Tilt SeatSldr .A = Height and Width Adj. Arm .S = Black All-Surface Caster .0S = Charcoal	$ 435.60	$ 4,791.60

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512-371-1232

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ITEM #	QTY	PRODUCT	UNIT PRICE	EXT. PRICE
		$(1) = Grd 1 UPH .UR = Contourett 96 = Ocean .BL = Black Adjustable Lumbar .SB = Standard Base .T = Black -- ITEM LIST PRICE: $968.00 -- TAG/LOCATION: Task Chair -- CONTRACT: R191804		
			Task Seating Subtotal:	**$ 4,791.60**
FRI Services				
99		FRI Services -- ITEM LIST PRICE: $2,960.00		
100	1.00	FRI Services RDI Receiving, Delivery and Installation -- ITEM LIST PRICE: $2,960.00 -- CONTRACT: R191804	$ 2,960.00	$ 2,960.00
			FRI Services Subtotal:	**$ 2,960.00**

NOTES:

*Estimated Materials and Commodity Surcharges have been added to this quote due to current market fluctuations, (Actual Amount Charged will be determined at the time the order is placed).

*Storage of product begins upon receipt of product at FRI Warehouse and will be prorated based on need until all product is delivered to site.

*Storage will be calculated on a weekly basis and charged on a change order until the products leave the warehouse. Any outstanding storage change order older than 30 days will cause a hold on product release.

**Facilities Resource, Inc. will assess a 3.5% convenience fee on all credit card transactions.

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1641 Scottsdale Drive
Cedar Park, TX 78641
512-371-1232

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ITEM #	QTY	PRODUCT	UNIT PRICE	EXT. PRICE

WE ARE PLEASED TO QUOTE THE FOLLOWING ITEMS FOR YOUR APPROVAL. THESE ITEMS ARE SUBJECT TO THE TERMS AND CONDITIONS OF THE SALE WHICH ARE PART OF THIS AGREEMENT. THE MERCHANDISE WILL BE ORDERED UPON RECEIPT OF THIS SIGNED CONTRACT AND DEPOSIT. THIS OFFER WILL EXPIRE 30 DAYS FROM THE QUOTATION DATE. THIS QUOTATION, WHEN ACCEPTED IS A CONTRACT BINDING ON BOTH PARTIES AND IS NOT SUBJECT TO CHANGE OR CANCELLATION EXCEPT BY WRITTEN CONSENT BY BOTH PARTIES.

x Brad Schweifler Date 12/11/23

Brad Schweifler

Facilities Resource Inc.

x Date

Title

Williamson County

SUBTOTAL	$33,277.25
FREIGHT	$0.00
DELIVERY/SET-UP	$0.00
SALES TAX (0%)	$0.00
TOTAL	**$33,277.25**
DEPOSIT REQUESTED	$0.00
BALANCE	**$33,277.25**

facilities resource inc.

TERMS AND CONDITIONS

1. The Buyer's signature on a Facilities Resource, Inc. proposal or the issuance of a purchase order from the Buyer to Facilities Resource, Inc. constitutes acceptance and a binding purchase agreement for services. On all orders over $1,000.00 a hard copy PO is requested.
2. Changes requested by Buyer, subsequent to manufacturer acknowledgement are subject to Facilities Resource, Inc.'s ability to conform and upon factory approval. All such requests shall be delivered to Facilities Resource, Inc. in writing and accepted by Facilities Resource, Inc. in writing. Resulting additional charges shall be paid by the Buyer.
3. The Buyer warrants that the credit application and other financial statement submitted to Facilities Resource, Inc. are true and correct.
4. Claims for damage in transit will be processed by Facilities Resource, Inc. and damaged merchandise shall be repaired or replaced to the reasonable satisfaction of the Buyer.
5. Wherein product deliveries and labor at site are affected by stairs and no other means (elevator or mechanical lift) of moving products is available, an additional fee will be applied.
6. In the event building site conditions affecting delivery routes are not disclosed prior to quoting and final proposal approval, additional fees may apply.
7. Delivery and installation will be made during Facilities Resource, Inc. regular business hours and according to the service schedule provided to the Buyer. Regular business hours are Monday – Friday, 7:00am – 5:00pm. Buyer will be billed for any additional labor costs resulting from overtime work performed at the Buyer's request. If the space provided is inadequate or requires excessive sorting or storage costs, Buyer shall reimburse Facilities Resource, Inc. for the cost of same. If the space provided is inconveniently located or on a floor different from the installation site, Buyer shall reimburse Facilities Resource, Inc. for the extra costs of transporting merchandise to and from storage. If the merchandise must be moved due to activity of other trades or other reasons, Buyer shall reimburse Facilities Resource, Inc. for the cost of same.
8. Delivery to client storage is subject to additional fees and product acceptance liability waivers.
9. Products held in FRI storage are pursuant to the State of Texas Business and Commerce Code. Any default on storage fees will be subject to the laws under this code.
10. Product Warranties: Manufacturer's Commercial Warranty applies. This warranty is only valid if the products are given normal and proper use, installed, or used in accordance with the manufacturer's installation and/or application guidelines, and installed by FRI. FRI assumes no responsibility for repairs to products sustaining damages resulting from user storage, modification, attachments to a product, misuse, abuse, alteration, or negligent use of our products.
11. Facilities Resource, Inc. shall not be responsible for manufacturers inability to meet their estimated ship dates. Estimated ship dates are for manufacturers time allowances only and do not include any time allowance for actual shipping and delivery of merchandise.
12. Buyers must keep the job site free and clear of debris before and during the installation. Hoisting or elevator service and adequate facilities for off-loading, staging, moving, and handling of merchandise must be provided by the Buyer and without charge to Facilities Resource, Inc. The Buyer is also responsible for securing all necessary building permits and licenses.
13. After the arrival of the merchandise at the site, any loss or damage by weather, trades working at the site, or otherwise, shall be the responsibility of the Buyer.
14. Merchandise will be invoiced upon shipment from the manufacturer. Buyer agrees to pay each invoice within the Texas Prompt Payment Act Compliance: Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date licensee receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the client 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 licensee's fiscal year in which the payment becomes due. The said rate in 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.
15. Any controversy or claim arising out of or relating to this Contract, or any breach thereof shall be settled in accordance with the Rules of the American Arbitration Association and judgment upon the award may be entered in any court having jurisdiction thereof.
16. In the event of default under this agreement, the prevailing party shall be allowed to recover attorney fees in accordance with the determination of the court.
17. In no event shall either party be liable for any special indirect, consequential, incidental damages including, without limitation, damages for loss of business profits, business interruptions or loss of information, even if the other Party has been advised of the possibility of such damages.
18. Facilities Resource, Inc. will provide a certificate of insurance acceptable to buyers and insurance that it maintains adequate workers compensation, general liability & property coverage at all times. If a waiver is requested as part of the insurance requirements, a $350.00 fee per waiver will be charged.

19. Unless otherwise specified, all furniture is warranted by Facilities Resource, Inc. to be free from defects in materials and workmanship for the period of time each manufacturer provides on its product from date of delivery. Facilities Resource, Inc. will repair, adjust, or take corrective action on any problem free of charge within 30 days of purchase or manufacturers earliest notification. Manufacturer's warranties will apply with any charges for labor at the prevailing rates. It is expressly agreed that this warranty is in place and in lieu of all warranties of fitness and merchantability. All used or rental return merchandise is sold on an "AS IS" basis.
20. It shall be understood and agreed that during the term of this agreement and for a period of 12 (twelve) months, thereafter, the Buyer will not directly nor indirectly recruit and/or hire any employee of Facilities Resource, Inc., unless mutually agreed upon between Officers of the Buyer and Facilities Resource, Inc.
21. All additional costs listed above shall include a 25% administrative fee.
22. Mandatory Terms: Any customer or buyer mandatory terms under OMNI Partners Contract #R180401 are included herein as if copied in full.
23. No Waiver of Sovereign Immunity or Powers: Nothing in this agreement will be deemed to constitute a waiver sovereign immunity or powers of Buyer, the Williamson County Commissioners Court, or the Williamson County Judge.
24. Texas Law Applicable to Indemnification: All indemnifications or limitations of liability or statutes of limitations shall be to the extent authorized under Texas law and shall follow Texas law without modifying the Buyer's rights.
25. Termination for Convenience: This agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving thirty (30) days written notice thereof. In the event of termination, Buyer will only be liable for its pro rata share of services rendered and goods actually received.
26. Mediation: The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this Contract.
27. Venue and Governing Law: Venue of this contract shall be Williamson County, Texas, and the law of the State of Texas shall govern.
28. Facilities Resource, Inc. will assess a 3.5% convenience fee on all credit card transactions.
29. The above is the entire agreement between the Buyer and Facilities Resource, Inc. It may not be changed without mutual written authorization. These terms apply to the initial order and any subsequent orders.

I have read and understand all of the terms and conditions contained herein.

Agreed:

_____ _____

Signature *Date*

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2023-1104434

Date Filed:
12/14/2023

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Facilities Resource, Inc.
Cedar Park, TX United States

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

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
202498
Replacement Furniture

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Teinert Ross, Margaret	Georgetown, TX United States	X	
Ross, Darren	Georgetown, TX United States		X
Ornelas, Cynthia	Cedar Park, TX United States		X
Ornelas, Robert	Cedar Park, TX United States		X

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Margaret Teinert Ross, and my date of birth is [redacted].

My address is 304 VP Ranch Drive (street), Georgetown (city), TX (state), 78626 (zip code), USA (country).

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

Executed in Williamson County, State of Texas, on the 14th day of Dec. (month), 20 23 (year).

Margaret Teinert Ross

Digitally signed by Margaret Teinert Ross
DN: cn=Margaret Teinert Ross, o=Facilities Resource, Inc., ou, email=mteinert@frl-texas.com, c=US
Date: 2023.12.14 11:11:21 -06'00'

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
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Facilities Resource, Inc.
Cedar Park, TX United States

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

Williamson County, Texas

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

202498
Replacement Furniture

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Teinert Ross, Margaret	Georgetown, TX United States	X	
Ross, Darren	Georgetown, TX United States		X
Ornelas, Cynthia	Cedar Park, TX United States		X
Ornelas, Robert	Cedar Park, TX United States		X

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

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

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

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

Executed in _____County, State of _____, on the _____day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session **29.**

Meeting Date: 01/09/2024

Approval of Agreement for Construction Services for Emergency Egress Door at Commissioner Precinct #4 Office with G2 Construction Services for Facilities Management

Submitted For: Joy Simonton **Submitted By:** Gretchen Glenn, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the agreement for construction services #202506 with G2 Construction Services, Inc. for an Emergency Egress Door for Commissioner Precinct #4 office Facilities Management in the amount of $28,000.00 pursuant to TIPS Contracts #211001, and authorize execution of the agreement.

Background

This agreement for Construction Services detailed as attached between Williamson County and G2 Construction Services, Inc. relates to the Emergency Door Egress for Commissioner Precinct #4 office, located at 3001 Joe DiMaggio Blvd, Round Rock, TX. Funding Source is 01.0100.0509.004509. Point of contact is Christy Matoska.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Agreement for Construction Services

Form 1295 - G2 Construction Services

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	01/03/2024 12:41 PM
County Judge Exec Asst.	Becky Pruitt	01/03/2024 01:24 PM
Form Started By: Gretchen Glenn		Started On: 12/15/2023 04:07 PM
Final Approval Date: 01/03/2024		

Agreement for Construction Services

(Cooperative Contract #TIPS 211001)

This Agreement ("Agreement") between Williamson County, Texas, a political subdivision of the State of Texas ("Owner") and G2 Construction Services, Inc. ("Contractor") is entered into in accordance with the following terms and conditions:

ARTICLE 1 SCOPE OF WORK: The Owner desires to retain Contractor for the construction of Commissioner 4 – Emergency Exit Door (hereinafter called the "Project"). The Contractor shall have the overall responsibility for and shall provide complete construction services and furnish all materials, equipment, tools and labor as necessary or reasonably inferable to complete the Project, or any phase of the Project, in accordance with the Owner's requirements and the terms of this Agreement (hereinafter collectively referred to as the "Work").

ARTICLE 2 CONTRACT PRICE: Owner agrees to pay to the Contractor, for the satisfactory performance of the Work, the sum of **Twenty-Eight Thousand Dollars ($28,000.00)** in accordance with the terms and conditions of this Agreement.

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

ARTICLE 4 CONTRACT TIME:

4.1 Contractor shall commence the Work upon instruction to do so from the Owner and shall achieve Substantial Completion within **Ninety (90) calendar days** from the date the Work is commenced; provided, however, Owner may extend said time period in the event bad weather affects the progress of the Work. Unless otherwise specified in writing, Contractor shall achieve Final Completion within **Thirty (30) calendar days of Substantial Completion**. Owner shall determine when the Project has been fully and finally completed to its satisfaction. The time set forth for completion of the work is an essential element of the Agreement.

4.2 Liquidated Damages.

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

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

4.2.1 Subject to the other terms and conditions herein, if Substantial Completion is not achieved by the date specified above or by such date to which the Contract Time may be extended, the Contract Price shall be reduced by **Seven Hundred Fifty Dollars ($750.) per calendar day** as liquidated damages and not as a penalty, until the date of Substantial Completion. Force majeure shall apply relative to both rain/snow delays (acts of nature) and/or supply delays over which Contractor has no control, and such force majeure delays shall not be subject to such reduction of the Contract Price.

4.2.2 Owner may deduct liquidated damages described herein from any unpaid amounts then or thereafter due Contractor under this Agreement. Any liquidated damages not so deducted from any unpaid amounts due Contractor shall be payable by Contractor to Owner at the demand of Owner, together with the interest from the date of the demand at a rate equal to the prime interest rate as published by the Wall Street Journal on the **first (1st) business day** after such amounts are demanded.

4.2.3 Notwithstanding anything to the contrary in this Agreement, if Owner is unable to recover any portion of liquidated damages in accordance with the terms and conditions herein because it is found to be unenforceable or invalid as a penalty or otherwise, then, Owner shall be entitled to recover from Contractor all of Owner's actual damages in connection with the failure by Contractor to achieve Substantial Completion of the Work within the Contract Time, including, without limitation, direct, indirect, or consequential damages.

ARTICLE 5 PAYMENT:

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

ARTICLE 6 CONTRACTOR'S GENERAL RESPONSIBILITIES AND COVENANTS:

6.1 Contractor shall render, diligently and competently in accordance with the highest standards used in the profession, all Contractor services which shall be necessary or advisable for the expeditious, economical and satisfactory completion of the Project. Contractor agrees to use its best efforts, skill, judgment, and abilities to perform its obligations and to further the interests of Owner in accordance with Owner's requirements and procedures.

6.2 Contractor's duties as set forth herein shall at no time be in any way diminished by reason of any approval by the Owner nor shall the Contractor be released from any liability by reason of

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

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

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

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

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

	Type of Coverage	Limits of Liability
.1	Worker's Compensation	Statutory
.2	Employer's Liability	
	Bodily Injury by Accident	$500,000 Ea. Accident
	Bodily Injury by Disease	$500,000 Ea. Employee
	Bodily Injury by Disease	$500,000 Policy Limit

.3 Commercial general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:

COVERAGE	PER OCCURRENCE
Commercial	

General Liability (including premises, completed operations and contractual)	$1,000,000
Aggregate policy limits:	$2,000,000

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

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

.5 Damage to Rented Property/Premises (Ea. Occurrence): $100,000

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

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

a. This insurance shall be specific as to coverage and not considered as contributing insurance with any permanent insurance maintained on the present premises. If off-site storage is permitted, coverage shall include transit and storage in an amount sufficient to protect property being transported or stored.

b. For renovation projects and or portions of work contained within an existing structure, the Owner waives subrogation for damage by fire to existing building structure(s), if the Builder's Risk Policy has been endorsed to include coverage for existing building structure(s) in the amount described in the Special Conditions. However, Contractor shall not be required to obtain such an endorsement unless specifically required by the Special Conditions if any. The aforementioned waiver of subrogation shall not be effective unless such endorsement is obtained.

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

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

6.5.2 Workers' Compensation Insurance Coverage:

1. Definitions:

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

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

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

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

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

(a.) a certificate of coverage, prior to that person beginning work on the Project, so the Owner will have on file certificates of coverage showing coverage for all persons providing services on the Project; and

(b.) no later than seven days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project.

6. The Contractor shall retain all required certificates of coverage for the duration of the Project and for one year thereafter.
7. The Contractor shall notify the Owner in writing by certified mail or personal delivery, within 10 days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project.
8. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the Project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

9. The Contractor shall contractually require each person with who it contracts to provide services on a project, to:

(a) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas labor Code, Section 401.011(44) for all of its employees providing services on the Project, for the duration of the Project;

(b) provide to the Contractor, prior to that person beginning work on the Project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the Project, for the duration of the Project;

(c) provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;

(d) obtain from each other person with whom it contracts, and provide to the Contractor:

i. a certificate of coverage, prior to the other person beginning work on the Project; and

ii. a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;

(e) retain all required certificate of coverage on file for the duration of the Project and for one year thereafter;

(f) notify the Owner in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 7 INDEMNITY:

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

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

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

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

ARTICLE 8 WARRANTY:

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

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

ARTICLE 9 PREVAILING WAGE RATE:

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 10 BONDS:

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

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

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

ARTICLE 11 TERMINATION OR SUSPENSION OF THE AGREEMENT

11.1 Termination by Contractor

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

11.1.1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;

11.1.2 An act of government, such as a declaration of national emergency that requires all Work to be stopped; or

11.1.3 If the Work is stopped for a period of ninety (90) consecutive days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Agreement.

11.2 Termination by the Owner for Cause

11.2.1 The Owner may terminate the Agreement if the Contractor:

11.2.1.1 Fails to commence the Work in accordance with the provisions of the Agreement;

11.2.1.2 Fails to prosecute the Work to completion thereof in a diligent, efficient, timely, workmanlike, skillful and careful manner and in strict accordance with the provisions of the Agreement;

11.2.1.3 Fails to use an adequate amount or quality of personnel or equipment to complete the Work without undue delay;

11.2.1.4 Fails to perform any of its obligations under the Agreement;

11.2.1.5 Fails to make prompt payments when due to its Subcontractors and Suppliers, or as required by **Texas Government Code, Chapter 2251**;

11.2.1.6 Files any petition or other pleading seeking any relief under any provisions of the Federal Bankruptcy Act, as amended, or any other federal or state statute or law providing for reorganization of debts or other relief from creditors, permits a receiver or other person to be appointed on account of its insolvency or financial condition, or becomes insolvent;

11.2.1.7 Creates any situation or state of facts which would authorize or permit an involuntary petition in bankruptcy to be filed against Contractor; or

11.2.1.8 Has not met or in Owner's opinion will not meet the dates of Substantial Completion set forth in the Agreement.

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

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

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

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

11.3 Suspension by the Owner for Convenience

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

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

11.3.2.1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or

11.3.2.2 that an equitable adjustment is made or denied under another provision of the Agreement.

11.4 Termination by the Owner for Convenience

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

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

11.4.2.1 Cease operations as directed by the Owner in the notice;

11.4.2.2 Take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and

11.4.2.3 Except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

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

ARTICLE 12 MISCELLANEOUS PROVISIONS:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The following documents shall comprise the Contract Documents:

1. This Agreement between County and Contractor;
2. Exhibit "A" – Plans and Specifications;
3. Addenda issued prior to the Effective Date of this Agreement;
4. Cooperative Contract #TIPS 211001; and
5. All Change Orders and any other Modifications issued after the Effective Date of this Agreement.

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

1. This Agreement between County and Contractor;
2. Exhibit "A" – Plans and Specifications;
3. Addenda issued prior to the Effective Date of this Agreement;
4. Cooperative Contract #TIPS 211001; and
5. All Change Orders and any other Modifications issued after the Effective Date of this Agreement.

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

OWNER:	**CONTRACTOR:**
WILLIAMSON COUNTY, TEXAS, a political subdivision of the state of Texas	G2 Construction Services, Inc.
By: _____	By: _____
Printed Name: _____	Printed Name: Jimmy S. Gibson
Title: _____	Title: Vice President
Date: _____	Date: 12/11/23

Exhibit "A"

Plans and Specifications

Company: Williamson County
Phone:512-943-3799
Job Title: Commissioners Office Exit Door Installation Project
Job Locations: 3001 Joe DiMaggio Blvd. Round Rock, TX 78665

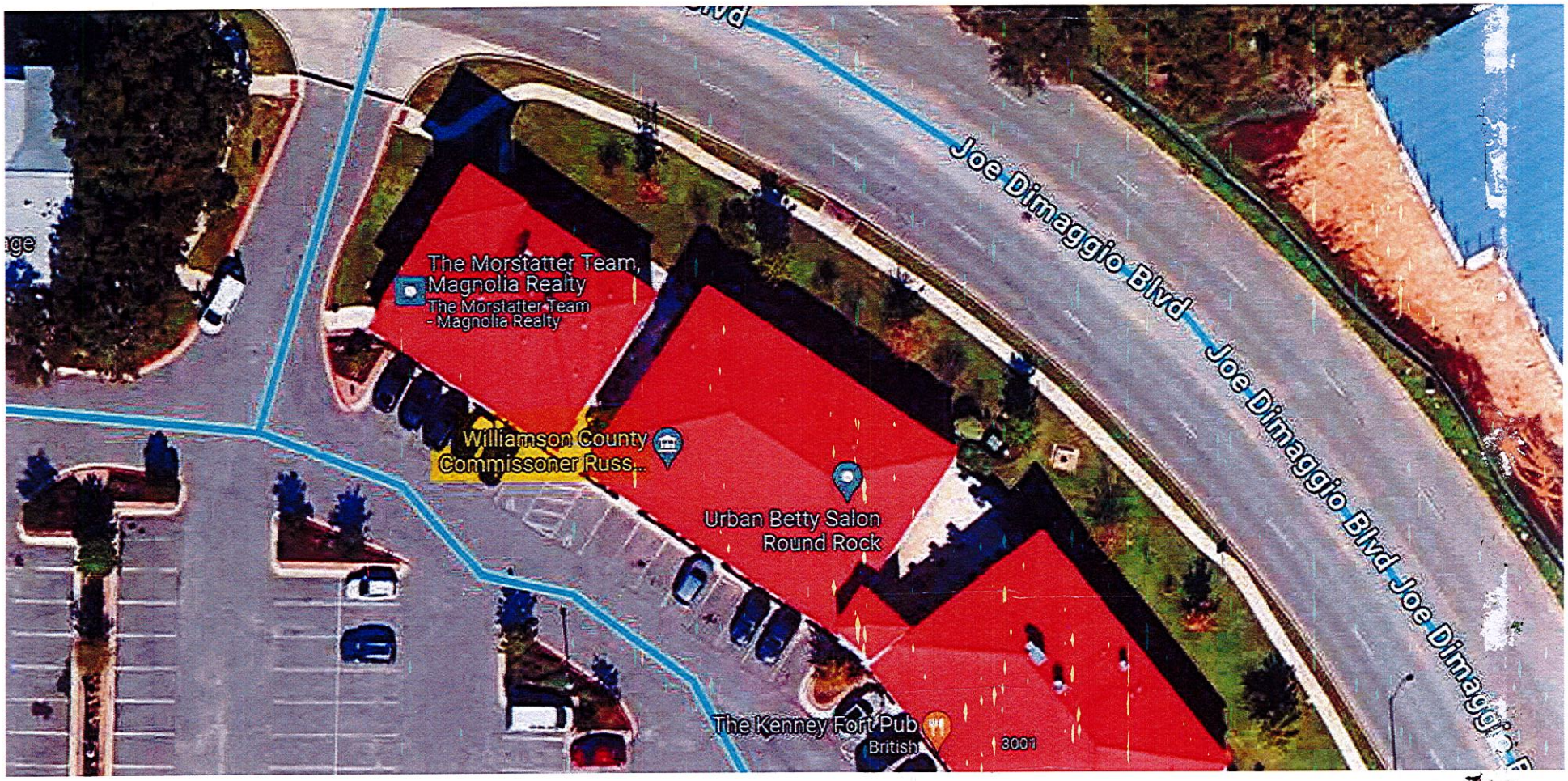
Scope of Work:

1. Demolition of 2' x 7' section of rock wall on exterior, below existing window, and repair/point up for the installation of the new storefront door.
2. Demolition of existing 7' x 4'8" window.
3. Demolition of section of wall below existing window and touch up framing/make ready for the installation of the new storefront emergency exit.
4. Installation of new storefront in the existing 7' x 6'8" opening, to include two sidelights and a 36" door. Panic devise with keyed lock at exterior. Bronze in color.
5. Sheet rock repairs, repair 6" wood base and paint touch ups to match.
6. Installation of a sidewalk 25' long and 36" wide. Remove vegetation, and one large bush. Set forms, tie steal #3 at 12" centers, then pour.
7. Final clean.

*** Includes disposal of all waste generated by this project.**

Bid is to include all material, equipment, and labor necessary to complete the scope as per these details, which was discussed at earlier site visit.

3001 Joe Dimaggio Blvd
Round Rock, Texas
Google Street View
May 2022
See more dates


Joe Dimaggio Blvd
Joe Dimaggio Blvd
Joe Dimaggio Blvd
The Morstatter Team, Magnolia Realty
The Morstatter Team - Magnolia Realty
Williamson County Commissoner Russ...
Urban Betty Salon Round Rock
The Kenney Fort Pub
British
3001

8/8/2022

WILCO
FACILITIES MANAGEMENT

Trenton Jacobs
County Architect

MEMO

To: Project Managers and Consultant Design Teams
From: Trenton Jacobs, County Architect
Re: WILCO Standard Paint Color Selections

To minimize complications with an ever-changing list of interior paint colors throughout the County, the Facilities Department shall direct consultant design teams to utilize the following pre-approved paint colors list:

SW 7019	Gauntlet Gray
SW 7067	Cityscape
SW 7074	Software
SW 7018	Dovetail
SW 6234	Uncertain Gray
SW 7017	Dorian Gray
SW 7016	Mindful Gray
SW 6218	Tradewind
SW 6254	Lazy Gray
SW 7064	Passive
SW 7657	Zircon
SW 6078	Realist Beige
SW 7527	Nantucket Dune
SW 6107	Nomadic Desert
SW 7038	Tony Taupe
SW 9117	Urban Jungle
SW 6081	Down Home

SW 7069 Iron Ore (Painted Door Frames)

Deviations from this list (for unique facility needs) may be requested in writing by the consultant design team.

WILLIAMSON COUNTY
(512) 943-1193 Cell (512) 966-9472
Trenton.Jacobs@wilco.org www.wilco.org
3101 SE Inner Loop
Georgetown, TX 78626

WILCO
FACILITIES MANAGEMENT

BUILDING CODE ADOPTION

effective November 1, 2023

The following have been adopted by the Facilities Management Division of Williamson County, Texas as the standards, codes, and references for design, construction and remodeling of Williamson County facilities:

2021	IBC	International Building Code
2021	IECC	International Energy Conservation Code
2021	IEBC	International Existing Building Code
2021	IPC	International Plumbing Code
2021	IMC	International Mechanical Code
2021	IFGC	International Fuel Gas Code
2021	IFC	International Fire Code
2021		International Fire Code Amendments
2023	NEC	National Electrical Code
2021	IPMC	International Property Maintenance Code

G2 CSi
General Contractor

TIPS
AWARDED VENDOR

---- Proposal----

TIPS 211001

11/30/2023

TEL: (512)688-5725 Fax: (512)688-5724

Submitted to Daryl Mutz (Project Manager)
Company: Williamson County
Phone:512-943-3799
Job Title: Commissioners Office Exit Door Installation Project
Job Locations: 3001 Joe DiMaggio Blvd. Round Rock, TX 78665

Scope of Work:

1. Demolition of 2' x 7' section of rock wall on exterior, below existing window, and repair/point up for the installation of the new storefront door.
2. Demolition of existing 7' x 4'8" window.
3. Demolition of section of wall below existing window and touch up framing/make ready for the installation of the new storefront emergency exit.
4. Installation of new storefront in the existing 7' x 6'8" opening, to include two sidelights and a 36" door. Panic devise with keyed lock at exterior. Bronze in color.
5. Sheet rock repairs, repair 6" wood base and paint touch ups to match.
6. Installation of a sidewalk 25' long and 36" wide. Remove vegetation, and one large bush. Set forms, tie steal #3 at 12" centers, then pour.
7. Final clean.

* **Includes disposal of all waste generated by this project.**

Bid is to include all material, equipment, and labor necessary to complete the scope as per these details, which was discussed at earlier site visit.

We propose hereby to furnish material and labor necessary to complete the base bid project in accordance with the above specifications, for the sum of **28,000.00** Twenty-eight thousand dollars and 00/100***

*** All associated compliance fees are included in the total.**

Feel free to contact Shane Gibson with any questions, or comments regarding the scope of this proposal. All work is to be completed in a workmanlike manner according to standard practices. Any alteration, or deviation from the above specifications involving extra cost will be executed only upon written approval and will become an extra charge over and above this estimate.

Shane Gibson: _____

3303 Shell Road, Suite 3 Georgetown, TX 78628
Email: sales@g2csinc.com **Fax:** 512.688.5724 **Tel:** 512.688.5725
G2 Construction Services, Inc.

Texas Historically Underutilized Business (HUB) Certificate

Certificate/VID Number: **1834050961300**
Approval Date: **November 17, 2023**
Scheduled Expiration Date: **November 17, 2024**

In accordance with the Memorandum of Agreement between the
WOMEN'S BUSINESS COUNCIL - SOUTHWEST (WBCS)
and the Texas Comptroller of Public Accounts (CPA), the CPA hereby certifies that

G2 Construction Services, Inc.

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed **November 17, 2023**, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, addresses, phone and fax numbers or authorized signatures) provided in the submission of the business; application for registration/certification into WBCS's program, you must immediately (within 30 days of such changes) notify WBCS's program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibiliy. If your firm ceases to remain certified in the WBCS's program, you must apply and become certified through the State of Texas HUB program to maintain your HUB certification.

Statewide HUB Program
Statewide Procurement Division

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies, universities and prime contractors are encouraged to verify the company's HUB certification prior to issuing a notice of award by accessing the Internet (**https://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp**) or by contacting the HUB Program at **512-463-5872** or toll-free in Texas at **1-888-863-5881**.

WBENC

WOMEN'S BUSINESS ENTERPRISE NATIONAL COUNCIL

JOIN FORCES. SUCCEED TOGETHER.

hereby grants

National Women's Business Enterprise Certification

to

G2 Construction Services, Inc.

who has successfully met WBENC's standards as a Women's Business Enterprise (WBE).
This certification affirms the business is woman-owned, operated and controlled and is valid through the date herein.

WBENC National WBE Certification was processed and validated by Women's Business Council - Southwest, a WBENC Regional Partner Organization.

Certification Granted: November 16, 2023
Expiration Date: November 16, 2024
WBENC National Certification Number: WBE2303348

Authorized by Bliss Coulter, President & CEO
Women's Business Center

WOMEN'S BUSINESS COUNCIL – SOUTHWEST

NAICS: 236220
UNSPSC: 30000000

Center for Women & Enterprise · Great Lakes Women's Business Council · Greater Women's Business Council · WBECFLORIDA · WBECMETRONY · WBECGREATERDMV · WBEA · WBECEAST · WBECORV · WBECPACIFIC · Women's Business Development Center · WBECSOUTH · WBECWEST

WBENC

WOMEN'S BUSINESS ENTERPRISE NATIONAL COUNCIL

JOIN FORCES. SUCCEED TOGETHER.

HEREBY GRANTS
WOMAN OWNED SMALL BUSINESS (WOSB) CERTIFICATION TO

G2 Construction Services, Inc.

The identified small business is an eligible WOSB for the WOSB Program, as set forth in 13 C.F.R. part 127 and has been certified as such by an SBA approved Third Party Certifier pursuant to the Third Party Agreement, dated June 30, 2011, and available at www.sba.gov/wosb.

The WOSB Certification expires on the date herein unless there is a change to the SBA's regulation that makes the WOSB ineligible or there is a change in the WOSB that makes the WOSB ineligible. If either occurs, this WOSB Certification is immediately invalid. The WOSB must not misrepresent its certification status to any other party, including any local or State government or contracting official or the Federal government or any of its contracting officials.

Majority Female Owner: Jyl Gibson
NAICS: 236220 UNSPSC: 30000000
Certification Number: WOSB231928
Renewal Date: November 16, 2024
WOSB Regulation Expiration Date: 11/16/2026

WOMEN'S BUSINESS COUNCIL — SOUTHWEST

Bliss Coulter, Women's Business Center President

Pamela Prince-Easton, WBENC President & CEO

LaKesha White, Vice President, Certification

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2023-1103154

Date Filed:
12/12/2023

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
G2 Construction Services, Inc.
Georgetown, TX United States

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

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
Commissioner 4 - Em Exit Door
Installation of an emergency exit door for commissioner 4 office.

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

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Jimmy S. Gibson, and my date of birth is ___.

My address is ___ (street), Georgetown (city), TX (state), 78628 (zip code), US (country).

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

Executed in Williamson County, State of TX, on the 12 day of Dec (month), 2023 (year).

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2023-1103154

Date Filed:
12/12/2023

Date Acknowledged:
12/15/2023

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

G2 Construction Services, Inc.
Georgetown, TX United States

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

Williamson County

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

Commissioner 4 - Em Exit Door
Installation of an emergency exit door for commissioner 4 office.

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

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

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

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

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

Executed in _____County, State of _____, on the _____day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session **30.**

Meeting Date: 01/09/2024

Approve Contract for Construction for Taylor Annex - Constable #4 Break Room Renovation with Falkenberg Construction Co. Inc. for Facilities Management

Submitted For: Joy Simonton **Submitted By:** Gretchen Glenn, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the Contract for Construction #202514 with Falkenberg Construction Co., Inc. for the Taylor Annex - Constable #4 Break Room Renovation for Facilities Management in the amount of $40,186.16 pursuant to Buyboard Contract #581-19, and authorize execution of the agreement.

Background

This Contract for Construction attached between Williamson County and Falkenberg Construction Co, Inc. relates to the Constable #4 Break Room renovation at the Taylor Annex, located 412 Vance Street, Taylor, TX. Funding Source is 01.0100.0509.004509. Point of contact is Christy Matoska.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Contract for Construction

Form 1295 - Falkenberg Construction Co.

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	01/03/2024 01:47 PM
County Judge Exec Asst.	Becky Pruitt	01/03/2024 02:38 PM
Form Started By: Gretchen Glenn		Started On: 12/28/2023 09:26 AM
Final Approval Date: 01/03/2024		

DocuSign Envelope ID: 5AE22EEF-40DF-4240-BD04-ED5A50BB927D

CONTRACT FOR CONSTRUCTION
(Cooperative Purchasing – BuyBoard–Contract Number #581-19)

PROJECT: **Taylor Annex – Constable 4 Break Room Renovation** ("Project")

GENERAL CONTRACTOR: **Falkenberg Construction Co., Inc.**("GC")
Kady Williams, Construction Manager
250 Cheatham St., Suite 2
San Marcos, TX 78666

ARCHITECT & ENGINEER: **Williamson County Architect** ("A/E")
Trenton H. Jacobs, AIA
3101 SE Inner Loop
Georgetown, TX 78626

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

THIS CONTRACT FOR GENERAL CONSTRUCTION ("Contract") is made and entered into effective as of the latest date of the signatories indicated at the conclusion of this document (the "Effective Date"), by and between **Williamson County**, a body corporate and politic under the laws of the State of Texas ("County") and GC.

R E C I T A L S

WHEREAS, County desires to retain a GC for the **Taylor Annex - Constable 4 Break Room Renovation** (hereinafter called the "Project");

WHEREAS, County desires a GC who will render, diligently and competently in accordance with the highest standards used in the profession, all general contractor services which shall be necessary or advisable for the expeditious, economical, and satisfactory completion of the Project; and

NOW, THEREFORE, County and GC, in consideration of the mutual undertakings herein contained, do mutually agree as follows:

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ARTICLE 1
SCOPE OF WORK

GC has overall responsibility for and shall provide complete construction services and furnish all materials, equipment, tools and labor as necessary or reasonably inferable to complete the Work, or any phase of the Work, in accordance with the Specifications and Drawings for the Project and County's requirements. The Specifications and Drawings were prepared for County by A/E. GC shall do everything required by the Contract Documents.

ARTICLE 2
GENERAL PROVISIONS

2.1 CONTRACT DOCUMENTS

2.1.1
The Contract Documents consist of this Contract and all exhibits and attachments listed, contained, or referenced in this Contract, the Williamson County Uniform General Conditions ("UGCs"), Supplementary or other Conditions, if any, the Drawings, Specifications, Addenda issued prior to the Effective Date of this Contract, The Bid/Proposal Documents as defined by the Invitation for Bidders/Request for Proposals, and all Change Orders and any other Modifications issued after the Effective Date of this Contract, all of which form this Contract and are as fully a part of this Contract as if attached to this Contract.

2.1.2
This Contract represents the entire and integrated agreement between the Parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Contract, this Contract shall govern. To the extent of any direct conflict or inconsistency between any of the Contract Documents, GC shall immediately notify County and seek clarification from A/E and County.

2.1.3
The term "GC" shall be interchangeable with the terms "Proposer," "Bidder," Respondent," "Contractor," and "General Contractor" or other similar terms as appropriate in the Contract Documents.

2.2 RELATIONSHIP OF THE PARTIES
GC accepts the relationship of trust and confidence established by this Contract and shall cooperate with A/E and County and exercise GC's skill and judgment in furthering the interests of County; to furnish efficient construction administration, management services and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with County's interests.

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2.3 GENERAL CONDITIONS

2.3.1
The term “Contractor” as used herein or in the UGCs shall mean GC.

2.3.2
The term “Owner” as used herein or in the UGCs shall mean County.

2.3.3
The term “Architect” as used herein or in the UGCs shall mean A/E.

ARTICLE 3
CONTRACT TIME

3.1
County shall provide a Notice to Proceed in which a date for commencement of the work shall be stated. GC shall achieve Substantial Completion of the Work within **ninety (90) calendar days** after such commencement date. As such completion date may be extended by approved Change Orders. Unless otherwise specified in writing, GC shall achieve Final Completion within **thirty (30) calendar days** of Substantial Completion. The time set forth for completion of the work is an essential element of the Contract.

3.2 LIQUIDATED DAMAGES

GC acknowledges and recognizes that County is entitled to full and beneficial occupancy and use of the completed Work following expiration of the Contract Time and that County has entered into, or will enter into, binding agreements upon GC's achieving Substantial Completion of the Work within the Contract Time. GC further acknowledges and agrees that if GC fails to complete substantially or cause the Substantial Completion of any Phase of the Work within the Contract Time, County will sustain extensive damages and serious loss as a result of such failure. In the cases of missed scheduled events, which incur exact losses of revenue and exact expenses for fees and other cancellation costs, GC shall be responsible for the exact amount of damages sustained by County. In other cases, the exact amount of such damages will be extremely difficult to ascertain. Therefore, County and GC agree as set forth below:

3.2.1
Subject to the other terms and conditions herein, if Substantial Completion is not achieved by the date specified above or by such date to which the Contract Time may be extended, the Contract Sum shall be reduced by **Five Hundred Dollars ($ 500) per calendar day** as liquidated damages and not as a penalty, until the date of Substantial Completion. Force majeure shall apply relative to both rain/snow delays (acts of nature) and/or supply delays over which GC has no control, and such force majeure delays shall not be subject to such reduction of the Contract Sum.

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3.2.2
County may deduct liquidated damages described herein from any unpaid amounts then or thereafter due GC under this Contract. Any liquidated damages not so deducted from any unpaid amounts due GC shall be payable by GC to County at the demand of County, together with the interest from the date of the demand at a rate equal to the prime interest rate as published by the Wall Street Journal on the **first (1st) business day** after such amounts are demanded.

3.2.3
Notwithstanding anything to the contrary in this Contract, if County is unable to recover any portion of liquidated damages in accordance with the terms and conditions herein because it is found to be unenforceable or invalid as a penalty or otherwise, then, County shall be entitled to recover from GC all of County's actual damages in connection with the failure by GC to achieve Substantial Completion of the Work within the Contract Time, including, without limitation, direct, indirect, or consequential damages.

ARTICLE 4
GC REPRESENTATIONS

4.1
In order to induce County to enter into this Contract, GC makes the following representations:

4.1.1
GC has examined and carefully studied the Contract Documents and the other related data identified in the Bid/Proposal Documents.

4.1.2
GC has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

4.1.3
GC is familiar with and is satisfied as to all federal, state, and local laws and regulations that may affect cost, progress, and performance of the Work.

4.1.4
GC has considered the information known to GC; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by GC, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) GC’s safety precautions and programs.

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4.1.5
Based on the information and observations referred to in **Paragraph 4.1.4** above, GC does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Sum, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

4.1.6
GC is aware of the general nature of work to be performed by County and others at the Site that relates to the Work as indicated in the Contract Documents.

4.1.7
GC has given A/E written notice of all conflicts, errors, ambiguities, or discrepancies that GC has discovered in the Contract Documents, and the written resolution thereof by A/E is acceptable to GC.

4.1.8
The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 5
THE CONTRACT SUM

5.1 Contract Sum.
County shall pay GC for completion of the Work in accordance with the Contract Documents the amount of **Forty Thousand One Hundred Eighty Six and 16/100 Dollars ($40,186.16)**.

5.2 Contract Payments.
Method and terms of payment of the Contract Sum shall be in accordance with the Contract Documents.

5.3 Owner's Contingency.
County and GC acknowledge the Work has become necessary due to **narrow focus of repairs** that have not allowed for all plans and specifications to be fully developed. Therefore, County and GC anticipate the need for future Change Orders to be issued after the Work commences. To provide funding for such Change Orders, a not to exceed amount of **Four Thousand Eighteen and 61/100 Dollars ($ 4,018.61)** shall serve as the Owner's Contingency from which such changes in the Work are to be paid in accordance with the General Conditions.

5.3.1
Owner's Contingency is controlled solely by County.

5.3.2
Expenditures from the Owner's Contingency must be made by Change Order issued by County in accordance with the General Conditions.

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5.3.3
Unless otherwise provided in the Contract Documents, County will not pay a mark-up for profit and overhead on any change paid out of the Owner's Contingency. GC shall not be entitled to any compensation from any unused amounts of the Owner's Contingency.

5.3.4
For purposes of **Local Government Code Section 262.031** (calculation for maximum change order cap), the Contract Sum set out in **Paragraph 5.1** above, plus the Owner's Contingency (set out in **Paragraph 5.3** above), shall serve as the original Contract price.

5.4 Allowable Overhead and Profit Markup on Changes in the Work.
In case of an increase in the Contract Sum due to a change in the Work and in accordance with **UGC 7**, the amounts GC may add to the pricing of a change for overhead and profit are as follows:

5.4.1
For Work performed directly by GC with its Own Employees: GC may add up to **fifteen percent (15%)** for Work performed directly by GC for any specific change.

5.4.2
For Managing Subcontracted Work: GC may add up to **ten percent (10%)** for managing subcontracted Work for any specific change.

Only one percentage, referenced above, shall be used for the purpose of calculating the markup for a specific change amount. For changes involving both additions and deletions, the allowed markup will be allowed only on the net addition. The allowed markup shall cover all overhead expenses and profit of any kind relating to the specific change.

ARTICLE 6
PROJECT TEAM

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

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

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

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binding on County; *provided, however,* County's Designated Representative shall not have any right to modify, amend, or terminate this Contract or executed Contract Amendment. County's Designated Representative shall not have any authority to execute a Contract Amendment unless otherwise granted such authority by the Williamson County Commissioners Court.

GC's Designated Representative for purposes of this Contract is as follows:

Falkenberg Construction Co., Inc.
Kady Williams, Construction Manager
205 Cheatham St., Unit 2
San Marcos, TX 78666

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

ARTICLE 7
NOTICE

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

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

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

and to: Office of General Counsel
Williamson County Commissioners Court
401 W. 6th Street

DocuSign Envelope ID: 5AE22EEF-40DF-4240-BD04-ED5A50BB927D

Georgetown, Texas 78626

GC: Falkenberg Construction Co., Inc.
250 Cheatham St., Suite 2
San Marcos, TX 78666

Attention: Kady Williams
Construction Manager

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

ARTICLE 8
DISPUTE RESOLUTION

Any Claim or Dispute between County and GC shall be resolved in accordance with the provisions set forth in **UGC 15**.

ARTICLE 9
MISCELLANEOUS PROVISIONS

9.1 MEANING OF TERMS
Terms in this Contract shall have the same meaning as those in the UGCs.

9.2 NO WAIVER OF IMMUNITY
Nothing herein shall be construed as a waiver of sovereign immunity by Williamson County.

9.3 GOVERNING LAW
This Contract and all of the rights and obligations of the parties and all of the terms and conditions shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas without reference to its conflicts of law provisions. Williamson County shall be the sole place of venue for any legal action arising from or related to this Contract or the Project in which County is a party.

9.4 ASSIGNMENT
County and GC, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Contract. GC shall not assign this Contract without the written consent of County. If GC attempts to make an assignment without County's consent, GC shall nevertheless remain legally responsible for all obligations under this Contract.

9.5 OTHER PROVISIONS

9.5.1
GC represents and warrants the following to County (in addition to any other representations and warranties contained in the Contract Documents), as an inducement

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to County to execute this Contract, which representations and warranties shall survive the execution and delivery of this Contract, any termination of this Contract, and the final completion of the Work:

.1 that it and its Subcontractors are financially solvent, able to pay all debts as they mature, and possessed of sufficient working capital to complete the Work and perform all obligations hereunder;

.2 that it is able to furnish the tools, materials, supplies, equipment, and labor required to complete the Work and perform its obligations hereunder;

.3 that it is authorized to do business in the State of Texas and properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over it and over the Work and the project;

.4 that its execution of this Contract and its performance thereof is within its duly authorized powers;

.5 that its duly authorized representative has visited the site of the Project, familiarized himself with the local and special conditions under which the Work is to be performed, and correlated its observations with the requirements of the Contract Documents; and

.6 that it possesses a high level of experience and expertise in the business administration, construction, construction management, and superintendence of projects of the size, complexity, and nature of this particular Project, and it will perform the Work with the care, skill, and diligence of such a contractor.

ARTICLE 10
SCOPE OF CONTRACT AND CONTRACT DOCUMENTS

10.1
This Contract represents the entire and integrated agreement between County and GC and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may be amended only by written instrument signed by both County and GC.

10.2
The following documents comprise the Contract Documents:

1. This Contract between County and GC;
2. Exhibit A – Construction Documents
3. Exhibit B – Minimum Insurance Coverages and Minimum Coverage Amounts
4. Exhibit C – Williamson County Vendor Reimbursement Policy
5. Exhibit D – Williamson County Uniform General Conditions

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10.3
In the event of a dispute or conflict relating to the terms and conditions of the Contract Documents, applicable documents will be referred to for the purpose of clarification, conflict resolution or for additional detail in the following order of precedence:

1. Contract between County and GC;
2. Special Conditions or Supplementary Conditions (if any);
3. Williamson County Uniform General Conditions;
4. all Addenda issued prior to the Effective Date of the Contract between County and GC; and
5. The Construction Documents

ARTICLE 11
SIGNATORY WARRANTY

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

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

GC:
Falkenberg Construction Co., Inc.

Docusigned by:
By: John E. Castro
00B8142C0030450...
Signature

John E. Castro
Printed Name

President
Title

Date Signed: December 11, 2023 | 16:08 CST

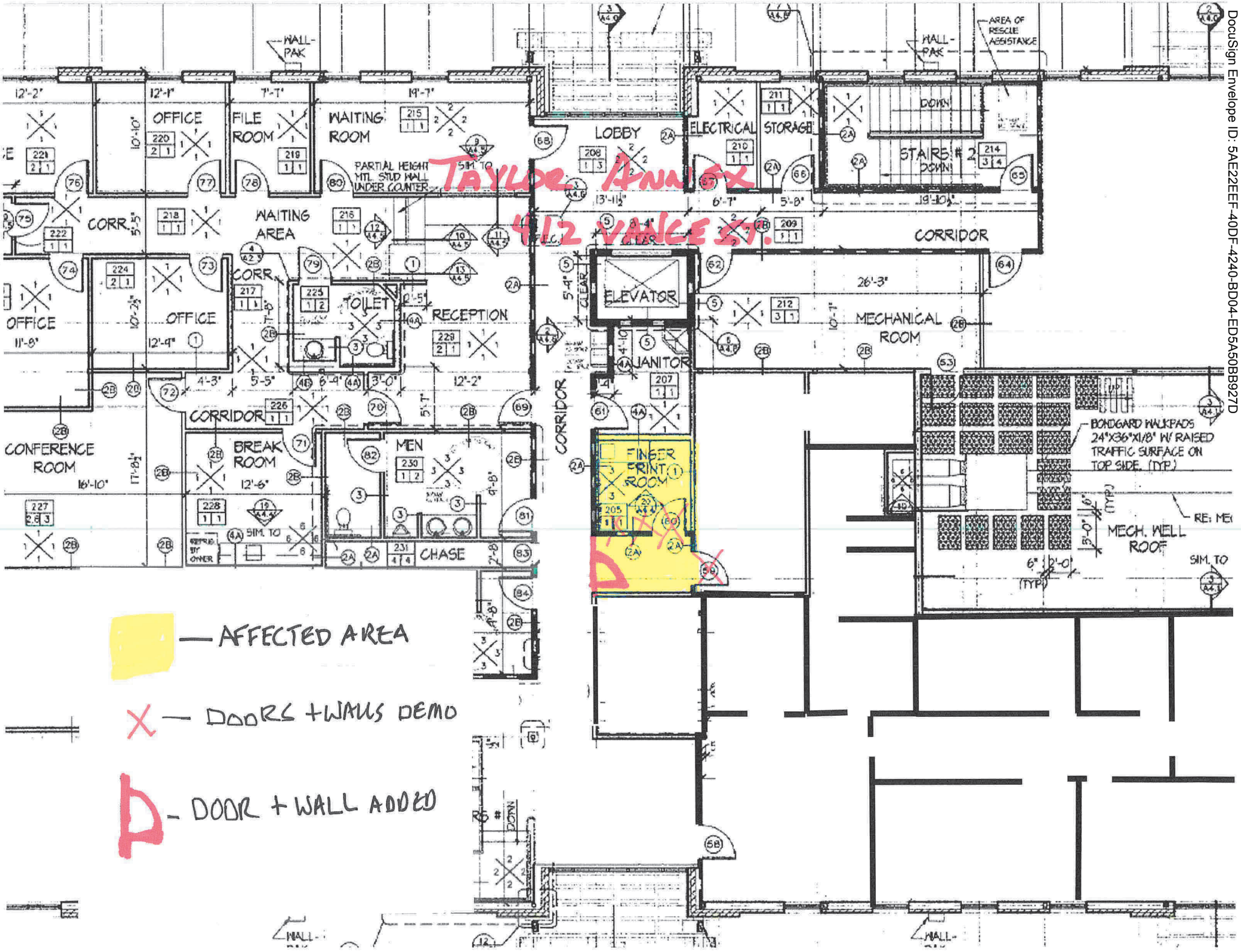
COUNTY:
Williamson County, Texas

By: _____
Signature

_____
Printed Name

_____
Title

Date Signed: _____



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WILLIAMSON COUNTY FACILITIES MINIMUM DESIGN SPECIFICATIONS

DIVISION	ITEM	DESCRIPTION
GENERAL		
	ADA	Meets all current ADA Standards.
	AHJ CODES	Meets all current AHJ standards and codes.
STRUCTURAL		
	ROOF	Design roof structure with the capacity to support future solar panel installation.
	ENVELOPE	Building envelope should be water tight.
	STUDS	All stud walls should be a minimum 20 GA material unless AE suggests otherwise
	ROOF ACCESS	If equipment is installed on roof, access should include at a minimum, a roof hatch for access, preferably with a permanently installed access ladder
FIRE PROTECTION		
	FIRE ALARM	Existing Buildings with Simplex - use Simplex products
		New Buildings or Exist Buildings without Simplex - use Silent Night
	PLANS	Update whole building plans (digital) and coordinate update of fire panel info
ELECTRICAL		
	WIRING	All electrical wire to be installed in hard pipe conduit, except for fixture whips, which should have a maximum length of 6'.
	FIXTURES	Energy efficient technology. LED fixtures or equivalent energy use.
	LIGHTING MOUNTS	No Tapcon masonry mounts since the fixtures are likely to pull-out of masonry walls
	LIGHTING CONTROLS	Acuity - Schedule lighting scene programming 30-days after Occupant move-in.
PLUMBING		
	TRAP PRIMERS	Use threaded connection supply-off of inverted "Y" on lavatory tailpipe
	FIXTURES	Automatic (touch less): toilets, lavatory fixtures.
HVAC		
	FILTER	2" filter racks at any air handler filter location.
		Advanced photo-catalytic oxidation type filtration.
	MAINTENANCE ACCESS	Place all units to allow for ground level maintenance and filter changes. If above ceiling installation is necessary, then install access doors.
		Avoid the necessity of ceiling tile removal to do maintenance. Use items such as catwalks if necessary for ease of maintenance.
	DUCT	All duct should be hard metal duct with exterior insulation, except for register drops can be flex if necessary.
	LOW AMBIENT	Install low ambient kits on all DX, RTU's, etc. to allow for humidity control in cold weather conditions.
	CONTROLS	Controls should be compatible with Wilco's existing automated controls software/hardware.
	C.O. DUCT DETECTOR	Should not be powered by RTU. This allows maintenance to shutdown HVAC without setting off fire alarm.
	SOUND ISSUES	All open-air (open-plenum) areas should be designed with effective sound deadening boots at all return air grills entering office or meeting type space
HARDWARE		
	DOOR HARDWARE	Locksets should be heavy duty cylindrical style with figure-8 style IC core and a 7 pin combination configuration.
		Lockset/Handle Finishes should be brushed stainless (brushed nickel)
		No Piano Hinges on Doors
	RESTROOM HARDWARE	Double roll S.S. toilet paper dispensers, multi-fold towel dispensers, hand dryers
		Key boxes & specefic key box for elevator(s)
ACCESS CONTROL		
	CARD READERS	Where card readers are installed, use multi-class card readers which are compatible with Wilco's software/hardware.
IT		
	DHCP COMPLAINT	Dynamic Host Client Protocol compliant controllers for all devices connected to Wilco IT systems
INSULATION		
	SOUND BATTS	Sound batting should be installed at all office and meeting room walls and ceilings regardless of the quantity or type of building envelope insulation or deck insulation.

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WILLIAMSON COUNTY FACILITIES MINIMUM DESIGN SPECIFICATIONS

CEILING TILE		
	ACOUSTICAL TILE	Sound deadening type, not light weight foam type.
MAINTENANCE		
	FACILITIES CLOSET	All buildings should include a maintenance closet with storage space for such items as touch-up paint, spare lamps, spare ceiling tile,
		spare carpet tiles, ladders, etc.
	JANITORIAL	All buildings should include a mop sink closet with storage space for cleaning supplies on shelving and space for rolling carts/mop buckets.
LANDSCAPING		
	PLANT SELECTION	Use only low water native and adaptive plants. Small turf areas. Overdesign for pedestrian traffic.
	IRRIGATION	Irrigated areas should be kept to a minimum and overall irrigation should be kept to a minimum.
	IRRIGATION CONTROLS	Irrigation that is installed should have controls that are compatible with Wilco's existing automated control and monitoring software/hardware
	DESIGN	Concrete walk around building perimeter. No grass at edge of building. No small turf islands, use mulching materials instead.
		No shade trees to interfere with signage, lighting or utilities.
WAREHOUSE / GARAGE / SHOPS		
	SAFETY/HEALTH	Hand wash sink, eyewash stations, water fountain, ice machine floor drain.
	ORIENTATION	Building orientation should be such that the overhead doors face North and South to allow for prevailing wind ventilation and/or install large exhaust fans for mechanical ventilation.
MISCELLANEOUS		
	COMMISSIONING	No commissioning of buildings required. A fully functional and maintainable building is expected as part of the construction contracting and professional services
		contracting process.
	TRAINING	Provide training for specialty systems/items
	LABELS	Labels on ceiling grid for above ceiling equipment locations including all electrical disconnects, water valves, HVAC equipment etc.
	HAND DRYERS	Automatic hand dryers at restrooms.

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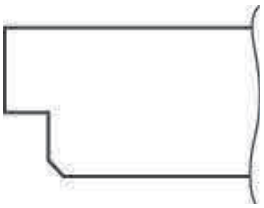
Armstrong CEILING SOLUTIONS

DUNE: 1777

DUNE | 1777

EDGE	DIMENSIONS	ACOUSTICS
 Beveled Tegular 9/16 in	24 in x 48 in x 5/8 in	0.50 NRC 35 CAC

NOTE: Shape drawings are not to scale.

PERFORMANCE

- DUNE panels are part of the SUSTAIN portfolio, and meet the most stringent industry sustainability compliance standards today
- Upgrade look at a modest price
- CEILING-2-CEILING Post-consumer Recycled Content options: Items 1773HRC, 1774HRC, 1775HRC, 1776HRC, 1777HRC
- USDA-Certified Biobased Product – 99%
- Durable – Scratch-resistant
- Non-directional visual reduces scrap and installation time

Material	Mineral Fiber
Texture	Fine
Surface Finish	Factory applied latex paint

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ACOUSTICS	
Sound Absorption (NRC)	0.50
Sound Blocking (CAC)	35
FIRE	
Fire Performance	Class A (UL)
Light Reflectance	81%
Sag/Humidity Resistance	HumiGuard Plus
Insulation Value	R Factor-BTU: 1.60 BTU R Factor-Watts: 0.28 m2 K/W
BioBlock	Yes
Durability	Scratch Resistance
Special Applications	Library Music / Language Room

Shape	Rectangle
Weight	0.75 PF2
Sq Ft (Sq Ft / Carton)	64
Pieces / Carton	8
ASTM Classification	Type: III, Form: 2, Pattern: C E
Installation Method	Grid (Suspended)

SUSTAINABILITY PROFILE

RECYCLED CONTENT UP TO

41%

RECYCLABLE THROUGH ARMSTRONG RECYCLING PROGRAM

LEARN MORE

SUSTAINABLE PRODUCT SEARCH TOOL

greenguenie
SUSTAINABLE PRODUCT SEARCH TOOL

GET STARTED

HIGH PERFORMANCE SUSTAINABLE CEILING SYSTEMS

SUSTAIN™

LEARN MORE

USDA BIOPREFERRED® PROGRAM

USDA CERTIFIED BIOBASED PRODUCT
PRODUCT 99%

LEARN MORE

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8/8/2022

WILLIAMSON COUNTY
1848
FACILITIES DEPARTMENT

Trenton Jacobs
County Architect

MEMO

To: Project Managers and Consultant Design Teams
From: Trenton Jacobs, County Architect
Re: WILCO Standard Paint Color Selections

To minimize complications with an ever-changing list of interior paint colors throughout the County, the Facilities Department shall direct consultant design teams to utilize the following pre-approved paint colors list:

SW 7019	Gauntlet Gray
SW 7067	Cityscape
SW 7074	Software
SW 7018	Dovetail
SW 6234	Uncertain Gray
SW 7017	Dorian Gray
SW 7016	Mindful Gray
SW 6218	Tradewind
SW 6254	Lazy Gray
SW 7064	Passive
SW 7667	Zircon
SW 6078	Realist Beige
SW 7527	Nantucket Dune
SW 6107	Nomadic Desert
SW 7038	Tony Taupe
SW 9117	Urban Jungle
SW 6081	Down Home

SW 7069	Iron Ore (Painted Door Frames)

Deviations from this list (for unique facility needs) may be requested in writing by the consultant design team.

WILLIAMSON COUNTY
(512) 943-1193 Cell (512) 966-9472
Trenton.Jacobs@wilco.org www.wilco.org
3101 SE Inner Loop
Georgetown, TX 78626

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BACK TO RESULTS

SKILL I0461

COLOR SHOWN:
FINESSE 00505
24 INCHES X 24 INCHES

PRODUCT COLLECTION:
RATIONAL

ROOM VIEW SWATCH VIEW

1 of 6

INSTALLATION METHOD: MONOLITHIC

6 SWATCH COLORS:

SAVVY 00100 | CUNNING 00405 | FINESSE 00505 | APTITUDE 00515 | MOXIE 00590 | EXPERTISE 00705

pdQ Available

QUANTITY:

1

SAMPLE SIZE:

24 in x 24 in

ADD SAMPLE TO BASKET

By using our site you accept our terms of use and privacy policy. Accept All

TECHNICAL DOCUMENTS

DocuSign Envelope ID: 5AE22EEF-40DF-4240-BD04-ED5A50BB927D

SPECIFICATIONS

PRODUCT SWATCH:
FINESSE 00505

PRODUCT STYLE:
SKILL I0461

PRODUCT COLLECTION:
RATIONAL

PRODUCT TYPE:
CARPET

PRODUCT CATEGORY:
CARPET TILE

RECOMMENDED ADHESIVE:
LOKWORX+ CARPET TILE ADHESIVE, SHAW 5100, SHAW 4151, SHAW 3800, SHAW 5036, LOKWORX CARPET TILE ADHESIVE

PRIMARY BACKING:
NON-WOVEN SYNTHETIC

SECONDARY BACKING:
STRATAWORX® TILE

WEAR RATING:
HEAVY

DYE METHOD:
100% SOLUTION DYED

FIBER:
SOLUTION Q® NYLON

PRODUCT SIZE:
24 INCHES X 24 INCHES
60.96 CM X 60.96 CM

PERFORMANCE TESTING

RADIANT PANEL / ASTM E648":
CLASS I

WARRANTY

15 YEAR COMMERCIAL LIMITED WARRANTY

PDQ DETAILS:

10 BUSINESS DAYS
MAXIMUM ORDER OF 2,500 SY
PER COLOR

THIRD PARTY CERTIFICATES

CRADLE TO CRADLE CERTIFIED®
SILVER LEVEL (VERSION 3.1)

HEALTH PRODUCT DECLARATION (HPD)
1,000 PPM DISCLOSURE

ENVIRONMENTAL PRODUCT DECLARATION(EPD)
3RD PARTY CERTIFIED IN ACCORDANCE WITH ISO14044, ISO14025 & EN15804

DECLARE
LBC COMPLIANT

NSF 140
GOLD

CRI GREEN LABEL PLUS (GLP)
GLP9968

ENVIRONMENTAL GUARANTEE
PICKUP & DELIVERY AVAILABLE IN AMERICAS

PRODUCT PACKAGING
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WILCO
TEXAS

Building Commissioning Guideline, Volume 1.1
July 21, 2023

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Wilco Facilities Commissioning Guideline Final Version

FOREWORD

The commissioning process is a quality-oriented process for achieving, verifying, and documenting that the performance of facilities, systems and assemblies meets defined objectives and criteria. The commissioning process begins at project inception and continues for the life of the facility through the occupancy and operational phases. Because this guideline details a process, it can be applied to both new and renovation projects.

The commissioning process includes specific tasks to be conducted during each phase in order to verify that design, construction, and training meets the Owner's Project Requirements (OPR). This guideline in concert with our Division 1, 15 and 16 commissioning specifications as well as our Building Closeout and Transition Program describes the overall commissioning process in order to provide a uniform, integrated, and consistent approach for delivering and operating facilities that meet Facilities' ongoing requirements.

This edition of the Recommended Guidelines for Facilities Building Commissioning is intended to assist Facilities project managers during the development and implementation of the commissioning process. It is anticipated that, once the principles stated herein have been tested, updates to the guidelines will be necessary. Comments or suggestions on how to improve this document and the quality of facilities at Williamson County Facilities would be greatly appreciated. Please send all comments to the Commissioning Program Manager at the Facilities in Georgetown, Texas.

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TABLE OF CONTENTS

EXECUTIVE SUMMARY i
SECTION 1 - WHAT IS COMMISSIONING? 1
1.1 Planned and Integrated Commissioning is Crucial 2
1.2 Commissioning is Collaborative, Systematic, and Documented 4
SECTION 2 - WHY COMMISSION? 5
2.1 Commissioning for Maintenance 7
SECTION 3 - WHEN TO COMMISSION? 9
3.1 Budgeting for Commissioning 9
SECTION 4 - COMMISSIONING DELIVERY METHODS 11
4.1 Commissioning Delivery Methods 11
4.2 Understanding and Evaluating the Options—Pros and Cons 11
4.2.1 Option 1: Engagement of Independent Commissioning 12
4.2.2 Option 2: Owner-Led Commissioning 13
4.2.3 Collective Commissioning Program 14
SECTION 5 - IMPLEMENTING THE COMMISSIONING DELIVERY PROCESS 15
5.1 Q: As a Facilities Project Manger, which delivery method should I use? 15
5.2 Q: When should I select the commissioning delivery method? 15
5.4 Q: When do we implement the commissioning process? 17
SECTION 6 - THE COMMISSIONING PROCESS—STEP-BY-STEP 19
6.1 The Commissioning Process—Predesign/Planning 20
6.2 The Commissioning Process—The Design Stage 21
6.3 The Commissioning Process - Writing the Specifications 22
6.4 The Commissioning Process - The Preliminary Commissioning Plan 25
6.5 The Commissioning Process—The Constructor Selection Stage 26
6.7 The Commissioning Process—Static Inspection (Field Verification) 28
6.7.1 Piping and HVAC Ductwork 29
6.7.2 Air Handling Units and Other Major HVAC Equipment 29
6.7.3 Building Automation System (BAS) Controls 30
6.7.4 Electrical Systems 30
6.7.5 Fire Protection and Life Safety Systems 30
6.8 The Commissioning Process—Startup (Functional Verification) 31
6.9 The Commissioning Process—Shakedown (Performance Verification) 31
6.10 The Commissioning Process—O&M Staff Training and Documentation 32
6.11 The Commissioning Process - Final Report 34
6.12 The Commissioning Process—Warranty Review and Seasonal Testing 34
Section 7 – Transition Program 36
7.1 Project Closeout 36
SECTION 8 - DEFINITIONS 49
SECTION 9 - ROLES AND RESPONSIBILITIES 52
9.1 Facilities PM 52
9.2 Commissioning Authority 53
9.3 Design Professional 55
9.6 General Contractor 55
9.7 Trade Contractor(s) 56

DocuSign Envelope ID: 5AE22EEF-40DF-4240-BD04-ED5A50BB927D

Table of Contents

9.8 Manufacturers 56
APPENDIX A – SCOPE OF WORK (SAMPLE DOCUMENT) 57
1.0 General 57
2.0 Commissioning Tasks 57
2.1 Systems to Commission 57
2.2 Design Phase 58
2.3 Construction Phase 59
2.4 Acceptance Phase 60
2.5 Warranty Phase 62
2.6 Systems and Equipment Not Included in Commissioning: 62
3.0 Schedule 62
4.0 Test Equipment 63
APPENDIX B - WHAT IS AN OWNER'S PERFORMANCE REQUIREMENT (OPR)/DESIGN INTENT? 64
APPENDIX C – FACILITIES COMMISSIONING PLAN 67
Section 1 Overview 1
Section 2 Communication Protocol and Organization Chart 2
Section 3 Cx Plan Overview 3
Section 4 Design Phase 4
Design Review 4
Installation/Pre-startup Checklists 4
Figure 4-1 – Example Checklist 4
Section 5 Written Work Products 5
Table 5-1: Formal Written Work Products 5
Section 6 Commissioned Systems and Equipment 6
Table 6-1: Commissioned Systems and Equipment 6
Section 7 Commissioning Meetings 8
Section 8 Site Visits 8
Figure 8-1 – Example Site Observation Report 9
Section 9 Installation/Pre-startup Checklists. 12
Figure 9-1 Example Checklist 13
Section 10 O&M Manual Reviews 14
Figure 10-1 – Example Submittal Review 14
Section 11 Issue Log Description 14
Figure 11-1 Example Issues Log Report 15
Figure 10-1 – Example Submittal Review 15
Section 12 Functional Performance Tests 16
Figure 12-1 Example FPT 17
Section 13 Training 18
Section 14 Lessons Learned Workshop 18

DocuSign Envelope ID: 5AE22EEF-40DF-4240-BD04-ED5A50BB927D

EXECUTIVE SUMMARY

Commissioning is a planned, collaborative, and systematic process of review, testing and documentation collection conducted to confirm that a structure and its subsystems perform as designed and as expected by the building occupant. In most cases, this procedure takes place during the entire project, from planning through final acceptance of the building. Commissioning has been shown to improve building quality in thousands of major projects nationwide. Commissioning (more specifically the commissioning authority) should not be confused with project management or construction management (project manager (PM) and/or construction management (CM)). A project manager is the person assigned responsibility and accountability for the project. This person is responsible for delivering the project in the agreed schedule, to the correct technical specifications, i.e. defined to meet user requirements, and within the approved budget and other specified criteria, e.g. key performance indicators[1].

Construction management is a professional service that applies management techniques to the planning, design and construction of a project from inception to completion for the purpose of controlling time, cost and quality. PM's and CM's share a commonality which focuses resources on time, cost and schedule. Commissioning, in contrast, focuses on the overall quality, operability and completion of the project using the KPI and Owner's project requirements as a basis for the success criteria.

Facilities has opted for three methodologies in the delivery of commissioning services all of which are based on the implementation of the Facilities Cx Guideline and program:

1 Internal staff resources provide all commissioning necessary for small to mid size projects and retrofits.
2 Independent commissioning authorities contracted by Facilities for large or mission critical projects where Facilities internal resources cannot commit or fulfill the necessary time requirements for the successful completion of commissioning task.
3 Collaborative approach in which Facilities internal staff will act as the CxA project manager and coordinate a team of individual contract designees or internal staff to fulfill the commissioning program requirements.

Regardless of the methodology, the CxA (Commissioning Authority) should be chosen based on experience and in a manner similar to consulting engineers and architects where experience, resources, skills and the required amount of availability and flexibility are appropriately addressed.

[1]The Key Performance Indicators (KPI) determined at the beginning of the project, reflect directly on the key objectives (goals) of the project and provide the basis for project management trade-off decisions during the course of the project. At the completion of the project these KPI's will be the most relevant measures to confirm the acceptability of the project and its product by the project's stakeholders as being successful. The KPI's will also be documented in a Williamson County Facilities Management Central database to continually evaluate building metrics, value and lifecycle cost benefits (Location TBD).

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Facilities Factors Supporting the Need for Building Commissioning
■ Unclear Owner's Performance Requirement (OPR) ■ Complex building systems ■ Increased specialization without integration ■ Unclear standards and criteria for gauging system performance ■ Lack of functional performance testing ■ Conflicts between specifications and applicable codes ■ Conflicts between program management and long term operability ■ Inadequate system documentation ■ Current maintainability and accessibility problems ■ Inadequate provision for maintenance, O&M manuals and training ■ Numerous change orders and cost overruns ■ Unfinished systems at project completion ■ Poor quality of design and installation ■ Lack of records including change order authorization and agreements to reduce scope ■ Current reality of significant unbudgeted time for follow-up to remedy errors and omissions using operating budgets ■ Facilities PMs overworked ■ Potential lack of OEM at project turnover ■ Typically no construction manager on the job ■ Lack of appropriate resources to develop, implement and perform necessary quality assurance programs.
Sources: U.S. General Services Administration Building Commissioning Guide, July 2003, Facilities Initial Project Evaluation October 5, 2006

It is anticipated that the Facilities commissioning program will be available for all projects as a resource and management tool. The Facilities Commissioning Program team will/can provide all materials and resources necessary for the announcement, review and selection of an outside third party commissioning firm. The Facilities Commissioning Program team can also manage the commissioning process by providing actual commissioning services or by ensuring that contracted independent commissioning firms are fulfilling their contractual obligations. Facilities PMs should look for a staff that includes both professional engineers and experienced technicians when awarding projects to CxA firms until such time as the release of this program. One should also expect commissioning

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service providers to participate in the national commissioning community through conferences, continuing education, and as participants in national peer organizations.

All building programs at Facilities will require commissioning for at least the mechanical, life safety, and electrical portions of the project. As Key Performance Indicators are evaluated, commissioning may expand to a total building function. The determination of whether to use an independent or internal staff commissioning provider should be evaluated using this simple criteria:

Use of an independent third party commissioning provider is considered standard procedure for all new building projects.

Use of the collaborative program should be considered when the complexity of the project or the time commitments couldn't be completely fulfilled by Facilities' internal staff or in situations in which multiple remodel projects are being assigned to one Facilities internal staff to manage the commissioning aspects.

Program managers should anticipate a budget between .75 percent to 3.0 percent of the new building construction for total building commissioning. If only select systems are to be commissioned, then the recommendation is to budget an average of 3.0 percent of the system component cost for commissioning of that system. These fees are exclusive of travel, videotaping, testing-adjusting and balancing (TAB) work, and extra certifications beyond occupancy. If 3.0 percent of the new building construction is less than $3.5k and the project will require third party commissioning, it is recommended to use the estimate of $3.5K amount due to a minimum amount of time needed to perform the commissioning process.

While the cost of commissioning constitutes only a very small part of the cost of the initial construction process, it has been shown to be a significant, positive contributor to the economical construction and maintenance of the facility for years to come. In a recent study conducted for the U.S. Department of Energy, the cost of commissioning was actually determined to be a negative number for the Owner. The expected first cost increase for these services actually lowered the entire first cost of the project. Metrics below do not reflect the additional long-term operational savings

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COMMISSIONING METRICS (These Numbers need to be revised)
U.S. DOE
Cross Section of Building Types (Administrative, Data Center, Production, Research)

Project Types	Average Total Cost of Construction (millions)	Average Square Feet (thousands)	Average # of Deficiencies Discovered	Average Commissioning Cost	Net Cost Cx Cost-Cost of corrections prior to turn over.
Project "A" Type	$14	36	622	$155,000	-$128,960
Project "B" Type	$48.6	360	528	$265,000	-$162,925
Project "C" Type	$10	55	650	$168,000	-$396,875
Project "D" Type	$10.1	52	473	$123,000	-$202,527

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SECTION 1 - WHAT IS COMMISSIONING?

Simply stated, commissioning is the process of making sure a building works as intended. A more complete definition is:

> **"Systematic process of assuring by verification and documentation, from the design phase to minimum of one year after construction, that all facility systems perform interactively in accordance with the design documentation and intent, and in accordance with the Owner's requirements, including preparation of operation personnel"** [2]

Let us take a closer look at this definition:

Commissioning is *systematic*. Benefits from commissioning can be achieved no matter when the process starts. The earlier one begins the process of commissioning, the greater the potential benefits are. The maximum benefit will be achieved when commissioning is a part of the project from the very start. Furthermore, commissioning must be *integrated* into the project, meaning that commissioning is made integral to every stage of the project: design, construction, acceptance, and post occupancy (warranty).

The factors of *planning* and *integration* are two key points that set commissioning apart from traditional construction quality assurance processes. The American Society of Heating, Refrigerating and Air-Conditioning Engineers (ASHRAE)[3], a leader in HVAC issues, offers several resources that are helpful for becoming acquainted with commissioning for mechanical systems. Another important resource for learning about commissioning is the Facilities Online Commissioning resource tool (www.Facilitiesxxx.Facilities.com) that provides a self-paced course on Facilities commissioning standards, resources and programs.

Historically, the term "commissioning" has referred to the process by which the heating, ventilation and air conditioning (HVAC) systems of a building were tested and balanced according to established standards prior to acceptance by the building Owner. Facilities, however, recognizes that the use of commissioning is key for the integrated nature of all building systems performance that impact our sustainability, workplace productivity and security. Because all building systems are integrated, a deficiency in one or more components can result in sub-optimal operation and performance among other components. Remedying these deficiencies can result in a variety of benefits including:

[2] GSA Guideline "Building Commissioning"

[3] ASHRAE can be contacted in Atlanta, GA at 404-636-8400 or e-mailed at edu@ashrae.org. The ASHRAE web site can be accessed at www.ASHRAE.org.

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- Lower utility bills through energy savings
- Improved environmental/health conditions and occupant comfort
- Improved system and equipment function
- Improved building operation and maintenance
- Better building documentation
- Shortened occupancy transition
- Significant extension of equipment/system life cycle
- Reduced construction cost
- Increased reliability of building systems
- Improved building occupant productivity
- INCREASED BOTTOM LINE PROFITIABILITY

This highly integrated approach has been adopted by the National Institute of Building Sciences (NIBS), General Services Administration (GSA), Department of Energy (DOE), Department of the Navy, and many other federal, public and private entities. According to the GSA,[4] the largest owner and operator of buildings in the United States, commissioning will become business as usual due to the tremendous benefits it bestows upon the projects. Furthermore, total building commissioning is the Public Buildings Service process for quality assurance in new construction and facility modernization. "It is the process for achieving, validating and documenting that the performance of the total building and its systems meet the design needs and requirements of the Owner."

1.1 Planned and Integrated Commissioning is Crucial

Using the Facilities commissioning process during the design phase does not significantly change the way the design firms do business or the way we should manage our projects. It provides the design firm with additional information they need to do their job, requires that they document all assumptions, and that they submit quality design products. In essence, it requires them to fulfill their contract obligations to us!

Each design option developed by the design team must be linked back to the OPR (Owner's Performance Requirement) document. When a specific OPR cannot be met, that situation should be identified and the reason given as to why it cannot be met. The project team then evaluates the design options on their ability to meet the OPR as a whole. Tradeoffs are made based on cost, risk, schedule or other considerations, and the OPR is updated to reflect the decisions made.

[4] GSA publication "*GSA Guide to Building Commissioning"*

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The process of selecting each design option is critical in that the designers are working as part of the project team to hone the shape, size, and type of facility and components to meet the OPR. Sufficient time must be spent during this step to ensure that all questions and concerns have been addressed and agreed to by the project team. Mistakes that are not caught during this step have repercussions throughout the life of the facility.

The implementation of commissioning during design is important because of several key services and benefits that the process provides to us including:

Commissioning Benefits During Design Phase
■ Early introduction to the commissioning plan avoids exposing team members to unexpected reviews and service requirements during the course of the project. ■ The CxA should confirm that the Owner's Performance Requirement (OPR) is complete during design phase. If not complete, the CxA should develop the initial OPR document that will be turned over to the A/E team so that the Basis of Design (BoD) can be developed. The OPR document is described in more detail later in this paper. ■ The CxA contributes to the documentation of the Basis of Design (BoD) in several ways. Once the designers begin submitting their BoD information, the CxA must review the information to verify that it is a quality effort and to help reduce the occurrence of omissions. Next, as a part of the design review, the CxA must also compare the BoD information supplied by the designers with the OPR, to verify that the design does not violate the Owner's requirements. ■ The CxA should check the construction plans and specifications during the pre-bid phase to confirm that the documents include provisions for commissioning, including systems testing and sequence of operation verification. ■ The CxA should provide the requirements for commissioning in the specifications so that the general contractor is aware of their responsibilities prior to submitting a bid. ■ The CxA's presence at pre-bid and preconstruction conferences should further acquaint construction personnel with the commissioning process and draw the constructor(s) into the project team. ■ The CxA should document any changes that are made to the BoD, and identify them to other members of the design team so that the design team can insure the coordination of the drawings and specifications. ■ The CxA can aid the designers by supplying a consistent format for guidance, which is likely to be very valuable to designers new to the BoD and the commissioning process.

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1.2 Commissioning is Collaborative, Systematic, and Documented

Commissioning is *collaborative*. It is a team process from the very beginning. *One of the most important responsibilities of the CxA is team formation and the development of an accepted and standardized communications protocol.* The experienced commissioning professional verifies that quality is included in the project from start to finish by creating a heightened respect for quality within the team. To be sure, there is a certain amount of error identification, both in design and construction; but mainly, quality is built in, not inspected in!

Commissioning is *systematic*. Commissioning includes testing all items in all modes of operation. Equipment is first inspected in a static condition to assure it is installed correctly **(Field Verification)**. Moving equipment is then started up and electrical equipment energized for the first time under controlled conditions **(Functional Verification)**. After equipment is started up, systems of equipment are tested running together to prove that the system as a whole will operate as required **(Performance Verification)**.

Systematic refers to the commissioning building blocks of review, inspection, startup, and testing. It also refers to the "systems" nature of modern buildings. The commissioning process is organized by system components, including air handling units, pumps, boilers, chillers, water treatment, fire alarms, smoke evacuation, door locks, roofs, and walls. Grouping the building into subsystems makes it easier to understand how the building works and provides a framework for commissioning.

Commissioning is *documented.* The value of commissioning remains long after the building is accepted and turned over to the O&M staff. In the course of commissioning, key parameters of the systems are documented, organized, and preserved in the commissioning report. Not the least of these items is the OPR. The commissioning report records the intended use of the building and its various spaces so that if operation and maintenance personnel change, O&M staff will be able to understand why things work the way they do.

The review and approval of the O&M manual and the organization of the training program are also assigned to the CxA. This further insures that the tools required for future correct building operation are provided for Facilities' operational staff by the time of the completion of the project.

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SECTION 2 - WHY COMMISSION?

There are two main benefits of commissioning:

- Facilities can have assurance of a correctly operating building at completion.
- Facilities can have a basis for confidence in continued correct operation due to documentation and staff training.

Recent studies conducted by Department of Energy indicate that on average the operating costs of a commissioned building range from 8% to 20% below that of a non–commissioned building. Certain available commissioning implementation tools, such as energy modeling and verification, may even result in a negative capital investment cost. Facilities' goal in adopting building commissioning is:

- To safeguard our building interest, by implementing solutions that best represent and meet the long term efficiency and functionality of all buildings and meet the expectations of our customers
- To improve facility operations
- To optimize the value received for each construction dollar spent
- To improve Indoor Air Quality (IAQ) and decrease liability due to IAQ problems
- To reduce unnecessary energy consumption
- To increase the productivity of our employees

To better understand these benefits, consider the increase in the complexity of building components over the past three decades. A greater increase in the complexity of building components has come about in the last thirty years than in the 200 years before. Thirty years ago, buildings operated by microprocessors were a novelty. Now nearly all buildings are operated by a Building Automation System (BAS) and large research facilities may have hundreds of microprocessors controlling everything from lights and comfort to the safety and security needs of the occupants. The same is true regarding automatic valves, actuators, solid-state sensors, occupancy sensors, CO_2 sensors, variable frequency drives, pure water systems, fume hoods, biological hoods, and other modern appurtenances.

Consider the increasing use of technology to meet the demands of safety and efficiency. The energy crisis of the 1970s brought about a huge increase in America's energy consciousness. This is reflected today in building codes as well as design standards. Buildings must operate at a higher level of efficiency than they did thirty years ago. They attain this level of efficiency largely by using the sophisticated components described above, coupled with complex computerized building operating strategies.

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Benefits of Commissioning for Facilities

- Reduce change orders
- Reduce project delays
- Enforce start-up requirements
- Shorten building turnover period
- Reduce post-occupancy corrective work
- Minimize effects of design defects
- Improve indoor environment and employee productivity
- Increase building maintainability and reliability
- Reduce energy and operating costs
- Increase value through better quality construction
- Enhance move in experience of our customers
- Reduce overall cost of new building delivery
- Provide market awareness of sustainable efforts at Facilities

Consider also the increase in the use of new materials over the past two decades. New materials have been incorporated into wall finishes, insulation, carpet, ceiling tiles, window coverings, office equipment, furniture, paper, books, cleaning agents, and almost every other item to be found in the modern workplace. All these items either cost less or provide better service. Some do both. Unfortunately, many of them contain untested chemicals that deteriorate the building air quality and cause allergic reactions for some workers unless a building's HVAC systems are operating correctly.

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Top Deficiencies Discovered in Facilities' New and Existing Buildings
■ Incorrect scheduling of HVAC and day lighting systems ■ Incorrect heating and cooling sequence of operations ■ Incorrect calibration of sensors and instrumentation ■ Lack of control strategies for optimum comfort and efficient operation ■ Malfunctioning air- and water-side economizers ■ Under-utilized computer-based control systems ■ Short-cycling of HVAC equipment leading to premature failure ■ Lack of design intent and building documentation ■ Lack of training for building operators or service contractors ■ Missing specified and paid-for equipment ■ Lack of uniform building deficiency tracking ■ Occupancy determined by schedule not functionality ■ Lack of turnover standards and documentation ■ No warranty documentation ■ No design intent determined for buildings ■ No measurable KPI's ■ Meeting OPR can take years ■ Lack warranty troubleshooting procedures and standards ■ Lack standards of review for controls and points prior to acceptance ■ Lack of acceptance program ■ No energy consumption tracking or verification program ■ Lack of consistent O&M training program ■ Lack of clearly defined roles of all parties and their responsibilities

2.1 Commissioning for Maintenance

In the same way that engineering fees have remained relatively fixed, funding for maintenance and operations has stayed about the same on a unitary (per square foot) basis for a great number of years. Maintenance funding fails to reflect the increased complexity of buildings, as well as the need and cost for education and ongoing re-training of the O&M staff.

An ever-widening gap has developed between what a constructor installs and what O&M staff members are ready to accept. System components can be correctly sized, specified,

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and supplied, but not installed, adjusted, and integrated to work optimally on the job. The consequence is that the noncommissioned building does not work correctly when it is built and the O&M staff does not have the time to figure out why. In fact, the O&M staff may be unaware that the building is operating incorrectly until the occupants complain.

Unfortunately, by this time, the building occupants' productivity has been reduced and they have come to expect no better than the poor building environment given them. Already, this new building is in an operations death spiral in which the building staff spends all their time attacking the symptoms of installation and design problems but have no training or time to attack the root causes. Evidence of such a situation may be seen in the bypassing and disconnecting of automatic controls, whether because of a lack of operational and maintenance training or because of equipment that has not been tested and adjusted to work smoothly as part of the overall installation. The result is steadily deteriorating environmental quality in the workspace, reduced energy efficiency, and building performance that falls short of the Owner's expectations.

The cost of these consequences is huge and can easily add up to many times the cost of commissioning.

Commissioning is the quality management process applied to building construction. It builds quality into the project and confirms correct operation through testing.

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SECTION 3 - WHEN TO COMMISSION?

Facilities' Commissioning process should be performed on all new buildings and on any building remodel projects costing approximately $50,000 or more. On projects smaller than this, Facilities should execute its Commissioning Lite process. Projects that involve the installation of Electrical and/or HVAC equipment that has to be integrated into existing systems. Commission should be done on projects that change occupancy and/or intent of area of the building.

3.1 Budgeting for Commissioning

When considering budget criteria for commissioning, project managers should consider the following factors: What is the cost to Facilities if the building is energy inefficient? Environmentally wasteful? Inflexible? Seismically unsafe? Inaccessible? Unresponsive to client needs and Costly to Operate?

No set standards can be applied to determine the proper cost of commissioning for every building. The extent of desired commissioning services will affect the budget requirements. Factors such as building complexity, systems to be commissioned, critical operations inside the building, level of testing required, operation and maintenance goals, training requirements, project duration, and travel requirements all need to be considered in the budgeting process.

- Total building commissioning cost ranges from 0.75% to 3.0% of construction cost.

Cost Savings from Building Commissioning
■ Energy savings of 20 to 50 percent ■ Maintenance savings of 15 to 35 percent ■ Reduction of claims of 2 to 10 percent ■ Reduction of in-house overtime costs ■ Reduction of trouble-shooting costs
Source: Building Owners and Managers Association (BOMA) cost data for office buildings

Testing of sophisticated electrical systems such as emergency generators, uninterruptible power supply (UPS) systems, automatic transfer gear, etc, when included in the CxA contract will increase the cost of the electrical system commissioning.

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Section 3 – When to Commission?

Various surveys on the cost of commissioning have been conducted throughout the U.S. and Canada. These surveys provide a starting point for budgeting. The data collected to date, indicate the cost of commissioning appears to range from 1.5% to 4.5% of the cost of the systems to be commissioned. For a building of average complexity and construction schedule, the cost of commissioning should be about 3.0% of the construction cost for the systems being commissioned. An average cost for basic commissioning of mechanical and electrical systems appears to be 3.0% and 1.5% respectively. For commissioning of sophisticated buildings such as research facilities and laboratories, this range can rise to 3.5% to 4.0%. For commissioning of simple fan-coil systems, the cost will be below these values. In the event that total building commissioning is desired, we recommend using 1% to 3.0% of the total construction cost in the project budget.

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SECTION 4 - COMMISSIONING DELIVERY METHODS

The "How To" process of commissioning begins with the decision-making requirement of "Which delivery method?" As important as it is to implement a commissioning process, the method selected is crucial to the success of a project. Relationships and trust established at the onset of the project are the significant drivers for success. Many factors and variables (procurement, purchasing, resources, budget, schedule) greatly influence which delivery method is chosen. Facilities has adopted three primary commissioning delivery methods, which are outlined below.

4.1 Commissioning Delivery Methods

The combination of variables in the commissioning delivery selection process has led to the development of primary commissioning delivery methods adopted at Facilities:

- Engagement of independent commissioning provider
- Sole Facilities internal staff resource performs commissioning services
- Collaborative approach where Facilities internally manages a team of contracted providers

Which method is employed is driven primarily by project cost and complexity together with resource availability. While we may assume that it is always better to use internal Facilities resources from an operations support team, our experience suggests that time allocation, conflicting priorities and lack of excess capacity have degraded our ability to provide this service. Thus, for most projects our standard procedure would be the engagement of an independent CxA provider who would fulfill the obligations as outlined in our commissioning program.

Facilities has purchasing and procurement regulations and procedures in place to support this process. Therefore, the details of these processes are not enumerated here. Instead, the focus is on explanation of the delivery methods. In subsequent sections, development of the Scope of Work, Scope of Services, and other project specific aspects are covered.

4.2 Understanding and Evaluating the Options—Pros and Cons

Pros and cons stated herein are given for extreme effect to illustrate the stereotypical point. As further illustrative examples, imaginary quotes are listed in "role playing" fashion to demonstrate possible scenarios. We believe that in real life, the teams, players, and examples given may well be more moderate than the examples given here.

At the same time that the project delivery method is chosen and the decision is made to include commissioning, the commissioning delivery method should also be determined.

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4.2.1 Option 1: Engagement of Independent Commissioning

In this option, an independent, separate entity assumes responsibility for administering and implementing the Facilities commissioning program under contract directly to Facilities.

Again, whenever Facilities selects this choice, the CxA should be separated from the design element or construction management unit in order to provide Facilities with the independence required for the commissioning process to be successful and to avoid any conflicts of interest.

The CxA should have a separate professional services contract in place with Facilities. (It is envisioned that a separate Facilities business partner (DBP) may manage this program for Facilities. If so, a project manager would contact the DBP, and they would arrange for all commissioning services) The CxA should be independent of the other stakeholders (Owner's project manager, A/E, construction managers, and construction contractors). It is important that the CxA has design, construction, and operations experience for the type of systems and assemblies included in the project. Expertise and experience in successfully implementing the Facilities commissioning process should take priority over knowledge of all systems and assemblies. The CxA should have internal technical resources for each specific system and assembly. Contracting for commissioning process services through a separate, independent professional enables the CxA to focus on the commissioning process and to avoid potential conflicts of interest. This separate relationship allows the CxA to act independently as director of commissioning process activities and to focus on the functionality of systems and assemblies relative to the OPR. For this reason, the CxA must be able to communicate directly with the Facilities project manager. Additionally, for the commissioning process to be successful there must be a cooperative atmosphere among all parties to avoid adversarial relationships. To achieve this, all parties should be represented on the commissioning team.

The CxA will implement the detailed Facilities commissioning program requirements, which verify the OPR, and subsequent deliverable task as outlined in the Facilities Commissioning Specification. While Facilities maintains standard commissioning specifications and design guidelines, the CxA will review the Facilities Standard Commissioning Specifications and Design Guidelines and suggest any modifications that are necessary with the Facilities project manager. Therefore, regardless of the selection of a CxA and the use of design guidelines the CxA is a contributor to the project specifications (construction contract documents).

Pros

- Classical independent consultant can provide impartiality without a link to profitability or reverse incentives.
- Data is provided directly to Facilities (saves time, translation).
- The fox is not guarding the hen house.

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- Since they are not responsible for the design, the independent CxA is more likely to ask questions, acting as the Facilities' advocate to identify failure scenarios.
- They may bring field testing experience to the design phase.

Cons

- The third party role can result in "reporting" without resolution. Because the independent authority is not responsible for design or construction.
- Who takes the lead to resolve issues or effect change and action where needed?
- If not brought on board early enough, or brought without buy-in to the team and the design or construction process to date, the independent firm can lack the "can do" attitude earned by the rest of the team. It may introduce rework and potential conflict with A/E and or the general contractor.

4.2.2 Option 2: Owner-Led Commissioning

In this method, Facilities implements the Facilities Commissioning Program via in-house staff. No external third party authority, constructor or designer is retained. Facilities must have an experienced field commissioning and management team on staff trained in the use and implementation of the Facilities Commissioning Program and tools. This would also include the capability to provide all necessary commissioning disciplines (mechanical, electrical, etc.) in a timely and effective manner. While the CxA can be an employee of Facilities, they should not be part of the project design team. Whenever this choice is made by Facilities, the CxA should be separated from the design element in order to provide Facilities with the independence required for the commissioning process to be successful and to avoid any conflicts of interest.

Pros

- Facilities retains control and decision-making ability over all other parties.
- Quick, single-point action is possible.
- No information translation loss from CxA team to Facilities.
- Facilities' team retains all the lessons learned during the commissioning process.
- Provides Facilities with another opportunity for designer and constructor performance evaluation.

Cons

- Facilities may not have enough staff or staff with enough detailed technical knowledge.
- Facilities may not be able to maintain impartial control and decision-making ability.
- Owner may not have a sufficiently assertive manager to run the commissioning process well and resolve conflicts in a timely manner. For example, the case may

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arise in which a difference of opinion exists between a headstrong design engineer and an unyielding mechanical trade subcontractor about some system requirement, which needs to be resolved decisively and quickly.

- Facilities' CxA leader may not be empowered to make decisions, take risks, or resolve gray issues given that the same project managers who may have been affected by commissioning may judge their employment advancement.
- True completion of a commissioned facility may be less likely without the benefit of state-of-the-industry professionals.
- True total cost, including callbacks, problems, and downtime may greatly exceed the apparent initial savings of not having an external CxA.

4.2.3 Collective Commissioning Program

In this option, Facilities internal staff will lead the commissioning process in concert with industry professionals and/or tradesmen. The use of this delivery approach has been designed to augment as necessary the labor or expertise short fall that can be found within facilities and engineering. The use of this delivery model is ideal for quick turnaround projects, retrofits and renovations. As in the other delivery methods, the Facilities Commissioning Program will be implemented completely however, the Facilities Commissioning project manager will assign segmented tasks to his team for execution.

Pros

- Reduce the need for additional full time facilities staff
- Enable the Facilities Commissioning Program for aggressive small projects with short turnaround times
- Emulates success criteria found in larger Facilities project experience

Cons

- Who takes the lead to resolve issues or effect change and action where needed?
- Potential for fox guarding the hen house (conflict of interest)
- Potential for drive by reporting

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SECTION 5 - IMPLEMENTING THE COMMISSIONING DELIVERY PROCESS

Commissioning will now be implemented on all Facilities projects. In order to begin the program several questions in regards to project programming may be helpful to review.

5.1 Q: As a Facilities Project Manager, which delivery method should I use?

A: As soon as the project begins programming and/or preliminary design, the Facilities PM should decide the Cx delivery method that will be used for the project. Generally, the appropriate choice of delivery method is determined by a combination of items, including the following:

- The level of sophistication of the building
- The level of sophistication and availability of Facilities' in-house resources
- The budget that is available for the commissioning effort
- The skill sets of the parties that will be involved in the construction project (low bid, versus CM, versus negotiated, geographic region etc.)
- The experience of contractors and their subs with the commissioning process
- The skill sets of the commissioning service providers who will be sent a CWA
- If the DCP is approved, consultations with the program director for commissioning will aid in this effort.
- As discussed earlier, while Facilities would prefer to use internal resources, for most projects involving new facility construction, data centers, manufacturing or extensive renovation, the use of an independent provider pre-approved by Facilities would be the logical choice.

5.2 Q: When should I select the commissioning delivery method?

A: The commissioning process should be started early in the programming or pre-design phase. If that is not possible, the CxA should be selected early enough for them to contribute as a member of the design team. As defined previously, commissioning is a systematic process beginning in the design phase. At this point, the design team can begin working with the CxA to (1) develop the commissioning-focused quality assurance procedures for the design; (2) develop the building product that meets the Owner's performance requirements; and (3) develop the drawings and specifications that will facilitate commissioning during the construction phase.

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5.3 Q: What level of commissioning is appropriate?

A: Williamson County Facilities Management, expects that all projects will fulfill the intent and requirements of the Facilities Commissioning Program. The depth and amount of resources are a function of the complexity and the critical nature of the building systems. Obviously, a mission critical process has greater needs than a spec office complex. The Facilities customer, PM, and the design/engineering team should work together to determine the needs. A***s a minimum, all mechanical, electrical, plumbing, security, and critical systems will be commissioned. This would include the following typical deliverables:***

- Predesign/Planning development of OPR
  a. Development of initial commissioning plan
  b. Training for project team on Facilities' CxA
- The Design Stage
  a. Maintain master issue log in Facilities' (Database TBD)
  b. Schematic review
  c. Design document review at 50% & 100%
  d. Construction Document review at 50%, 75% & 95%
  e. Review and modification of specifications regarding commissioning
  f. Development of checklist for equipment
  g. Development of functional testing requirements
- The Bidding Stage-Respond to questions concerning commissioning requirements
- Construction
  a. Submittal reviews concurrent with Facilities
  b. Development of commissioning schedule
  c. Site observation
  d. Witnessing of critical systems
  e. Review RFI & change order logs and submittals
  f. Deficiency tracking (Database TBD)
  g. Reporting
  h. Asset data collection
  i. Test and balance verification
  j. Review of O&M drafts
  k. Review of training program
  l. Static inspection (field verification) of components and systems
  m. Startup (functional verification)
- Acceptance
  a. Initial functional performance testing
  b. Integrated functional performance testing (performance verification)
  c. Deficiency resolution tracking
  d. Review of as-built drawings and completeness
  e. Acceptance of O&M manuals and systems manuals (soft & hard)

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f. Delivery of commissioning report

- O&M staff training and documentation
- Warranty review and seasonal testing
  a. Review of outstanding issues
  b. Review of building optimization needs
  c. Deferred testing
  d. Lessons learned presentation.

5.4 Q: When do we implement the commissioning process?

A: In most cases, the earlier in the project that commissioning activities can begin; the greater the effect they can have on the performance and outcome of the design, construction, and commissioning process. Various reasons for this advantage include the following:

- The CxA needs to develop a relationship of trust with the design team and with Facilities' staff. When CxAs are brought in late in the design phase, the designers have a tendency to view them as adversaries and not members of the team.
- The CxA needs to have a full understanding of the OPR. Such an understanding can be communicated more effectively in face-to-face meetings with all parties involved, rather than in written form only.
- Ideally, the team members selected to perform commissioning will have extensive experience with startup and troubleshooting of buildings. They may identify design issues that will be much less costly to correct on the drawings than after the systems are constructed.
- It is important that the constructor have a clear understanding of the constructor's role in the commissioning process. The CxA should list those requirements clearly in the specifications, especially when using a CM to help with the construction budgeting process.
- The CxA will help to ensure that sufficient balancing devices, measuring devices, and control items are included in the bid documents, which is more cost effective than adding these devices to the project through the "change-order" process.

5.5 Q: What are the benefits of early commissioning?

A: In almost every case, the earlier in the project that the commissioning activities can begin, the greater the benefit they can bring to the performance and outcome of the design and construction processes, and the commissioning process itself. Why is this true? Because these processes all profit from collective experience, feedback loops, and lessons learned and shared. If the commissioning

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entity is able to influence or create the design intent document, they can bring their knowledge from the field of "what works" to the design stage, resulting in a building that, by design, will have a better chance of working as intended.

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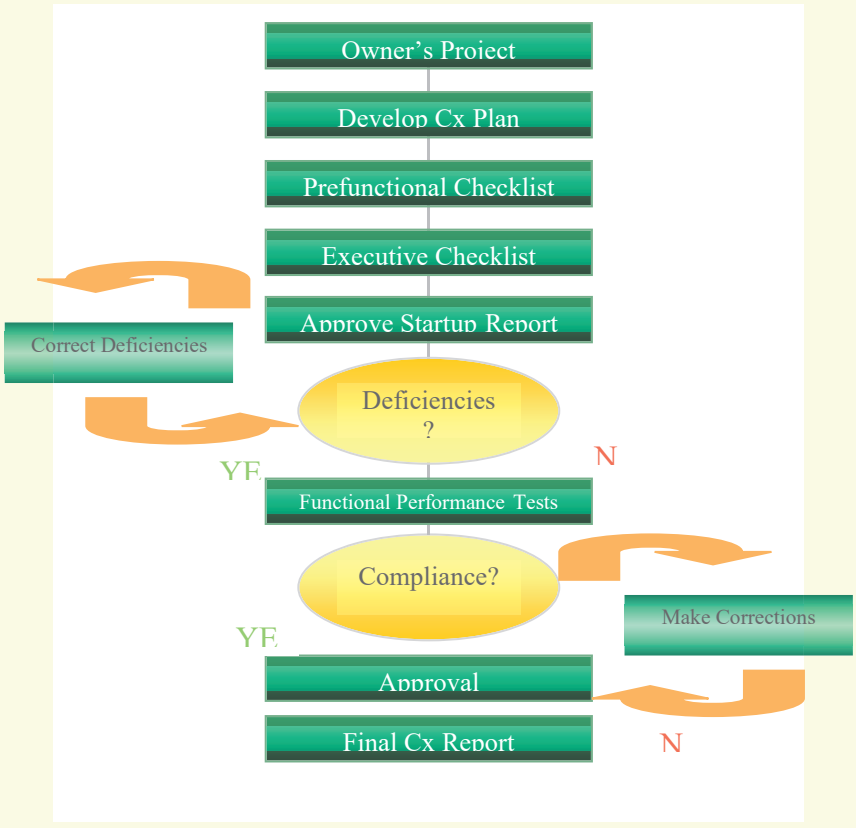
SECTION 6 - THE COMMISSIONING PROCESS—STEP-BY-STEP

A comprehensive view of the integrated commissioning process can be considered to have nine distinct phases in the following order:

- Predesign/Planning
- The Design Stage
- The Bidding Stage
- Early Construction
- Static Inspection (Field Verification)
- Startup (Functional Verification)
- Shakedown (Performance Verification)
- O&M Staff Training and Documentation
- Warranty Review and Seasonal Testing



Commissioning Process

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6.1 The Commissioning Process—Predesign/Planning

A sample Owner's Performance Requirement is included in Appendix G of the Facilities Commissioning Plan.

The most important components of this early phase of the project are the Owner's Performance Requirement (OPR) and the Basis of Design (BoD) documents.

The OPR is Facilities' *intention and expectation* of the *design and operations* of the building. It is the Owner's requirements for a successful building. It is a written document that details the functional requirements of a project and the expectations of how it will be used and operated. This includes project and design goals, measurable performance criteria, budgets, schedules, success criteria, and supporting documentation. In order for the project to be successful, the project team must achieve these requirements and document the achievement.

Regardless of what the document includes, it is architectural in origin: having been developed in association with the project design team. The document is performance-based and concentrates on what the occupants *need* instead of focusing on how the design team will provide it.

This does not mean that architectural considerations are foremost in the document. If only mechanical and electrical systems are being commissioned, then a sufficient OPR may be 90% those disciplines and 10% architectural issues (such as building code requirements, occupancy, etc.). The OPR, once complete, is then turned over to the A/E design team. They have the responsibility to develop the BoD, the primary document that translates the Owner's needs into building components such as occupancy type, room size, population, air quality, etc. The design team will produce design documents based on the BoD.

The job of the CxA is to assure that components have been supplied and installed correctly according to the bid documents, and to assure that the occupant's needs are met as described in the OPR. Therefore, the CxA needs both the OPR, based on the architect's knowledge of the occupants' needs and the design itself, showing the specified solution.

The OPR should be referred to frequently in the construction process. At the pre-bid conference, the design team should present it and solicit ideas from the constructor. It is true that the constructor will build according to the plans and will expect change orders for any work not shown on the plans. It is also true that some constructors will count on making money from such change orders and so will tend not to suggest improvements prior to bidding. However, some constructors may make such suggestions prior to bidding if they are given a chance to see the actual intent of the structure. If they are given only the design, and not the intent, they cannot be expected to help improve the project without change orders.

The document should be presented again at the pre-construction conference. The presentation of the OPR document at the pre-bid and preconstruction conferences should

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be used as a team-building tool in defining a common goal. This is where the communication and team-building skills of the CxA are very important.

When the OPR is presented to the constructor team, the Basis of Design should accompany it. The Basis of Design explains how the design team chose certain systems and space arrangements to meet the needs of the occupants.

The most basic inclusion in the OPR is the general description of the building type (for example, data center, fulfillment center, support facility, office building, etc.). Beyond the building type, details are stated such as the occupant's age group, particular needs with regard to air quality, outside air volume, occupant load, and pattern of occupancy.

For instance, the OPR might describe a testing area that is to hold one hundred persons for two hours, be empty for an hour after that, all the while providing comfort and operating at maximum energy efficiency. The Basis of Design could specify a variable air volume system integrated with occupancy sensors and special programming, while the actual design in the bid documents could specify components, air volumes, and the required control sequence. Commissioning would assure that the equipment has been supplied and installed correctly, the air volumes and control sequence are correct, and the overall system "works" at each occupancy level.

6.2 The Commissioning Process—The Design Stage

The CxA can enhance quality during the design stage after a competent review of the design documents. The CxA should coordinate this review with any design review Facilities may perform. Generally, reviews performed by Facilities engineering review group are limited to programmatic and code compliance and constructability issues. The review performed by the CxA should determine, at a minimum, that the documents:

- Are consistent with the OPR
- Specify commissionable systems
- Include inspection and testing details
- Include equipment parameters that can be verified
- Incorporate a layout that allows testing and maintenance
- Fully describe the commissioning process for the bidders

The CxA should review the contract documents during development and should offer comments and recommendations.

The review process does not transfer responsibility for the design, nor is it intended that the CxA “check” or “warrant” the design. Responsibility for design rests fully with the design professional. However, the review process should be used to provide an additional quality control feature to augment the design process.

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The Facilities PM should monitor this process and make certain that procedures are in place within the team so that issues the CxA raises are reviewed and the team comes to a consensus about them. If a consensus cannot be reached on an issue, the process should document the issue and Facilities should provide a decision and direction in consultation with the appropriate design professional.

The CxA will also review the contract documents to confirm that each piece of equipment or system is capable of being tested and has objective performance parameters that can be confirmed. For example, the CxA will confirm that pumps and other hydronic devices have test ports specified to allow flow measurement and maintenance access at air handling units or at straight duct lengths where airflow measurements must be taken.

6.3 The Commissioning Process - Writing the Specifications

Sample commissioning specifications are included in the Appendices.

The CxA should review the Facilities Commissioning Specifications and Construction Guideline and modify as required (with approval from the Facilities project manager). Any modification to the specifications should follow the appropriate division as determined by the Construction Specification Institute's (CSI) *MasterFormat*™ classification of construction systems.

Section No.	Document/Section	List of Contents	Scope of Contents
01100	SUMMARY OF WORK	Work covered by contract documents Identification of separate prime contractors	Describe commissioning process activities as part of the project. Alert the contractor that FACILITIES has contracted for commissioning process services with a separate CxA. Delineate contractor's scope of work relative to the commissioning process.
01200	PRICE AND PAYMENT PROCEDURES		No special commissioning requirements
01310	PROJECT MANAGEMENT AND COORDINATION	Provisions about coordination of commissioning process activities among contractors and subcontractors; project meetings	Coordination of meetings and conferences

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Section 6 – The Commissioning Process

Section No.	Document/Section	List of Contents	Scope of Contents
01300	SUBMITTALS	Procedures for submittals	Submittal requirements for commissioning process activity reports and schedules should be specified in Sections 01811 to 01819 Add requirements here for additional copies from contractor to CxA and for approved submittals to be distributed to CxA
01400	QUALITY ASSURANCE		No special commissioning process requirements
01500	TEMPORARY FACILITIES AND CONTROLS		No special commissioning process requirements
01600	PRODUCT REQUIREMENTS		No special commissioning Process requirements
01700	EXECUTION REQUIREMENTS		General requirements for construction checklists in terms of format and submittal requirements.
01731	CUTTING AND PATCHING		No special commissioning process requirements
01770	CLOSEOUT PROCEDURES		Include requirements for CxA to review and approve O&M documentation
01810	COMMISSIONING PROCESS		General administrative and procedural requirements without regard to specific systems and assemblies.

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Section No.	Document/Section	List of Contents	Scope of Contents
01811	BUILDING ASSEMBLIES COMMISSIONING REQUIREMENTS	Substructure Superstructure Building shell Exterior wall assemblies Roof assemblies Building interior Separations Paths of egress	Construction checklists Assembly description Performance requirements Prerequisites to Testing System or Assembly Test requirements Test Reports
01812	CONVEYING SYSTEMS COMMISSIONING PROCESS REQUIREMENTS	Elevators and lifts Escalators and moving walks	Construction checklists Assembly description Performance requirements Perquisites to testing system or assembly test requirements Test Reports
01813	PROTECTIVE SYSTEMS COMMISSIONING PROCESS REQUIREMENTS	Fire suppression (including pumps, sprinkler and standpipe piping and terminal devices) detection and alarms (including fire, smoke, gas and leak) Lighting protection Cathodic protection	Construction checklists Assembly description Performance requirements Prerequisites to testing system or assembly test requirements Test reports
01814	PLUMBING SYSTEMS COMMISSIONING PROCESS REQUIREMENTS`	Water distribution Sanitary waste Storm drainage Other plumbing systems	Construction checklists Assembly description Performance requirements Prerequisites to testing system or assembly test requirements Test reports
01815	HVAC SYSTEMS COMMISSIONING PROCESS REQUIREMENTS	Heat generation (including central equipment, distribution systems, and terminal devices) Refrigeration (including central equipment, distribution systems and terminal devices) Ventilation (including central equipment, distribution systems and terminal devices) HVAC control systems (including central equipment, distribution systems, and terminal devices)	Construction checklists Assembly description Performance Requirements Prerequisites to testing system or assembly test requirements Test reports

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Section No.	Document/Section	List of Contents	Scope of Contents
01816	ELECTRICAL SYSTEMS COMMISSIONING PROCESS REQUIREMENTS	Power distribution (including central equipment, distribution circuits, and terminal devices) Lighting (including fixtures and controls)	Construction checklists Systems description Performance requirements Prerequisites to testing System or assembly test requirements Test reports
01817	COMMUNICATIONS SYSTEMS COMMISSIONING PROCESS REQUIREMENTS	Voice and data Sound and video	Construction checklists Systems description Performance requirements Prerequisites to testing System or assembly test requirements Test reports
01820	DEMONSTRATION		Coordination requirements with CxA
01830	OPERATING AND MAINTENANCE DOCUMENTATION		Coordination with CxA
	INDIVIDUAL SECTIONS IN DIVISION 2 THROUGH 16	Field quality control tests Adjusting and balancing Cleaning Demonstration	A statement requiring commissioning process Activities to be accomplished for system, subsystem, or equipment components as a part of its parent system. A statement that requires contractor to complete construction checklists and perform tests.

6.4 The Commissioning Process - The Preliminary Commissioning Plan[5]

Even though standard specifications for commissioning have been developed, the CxA will review and modify if necessary and develop procedure and specification into a preliminary commissioning plan. This plan extends Facilities' original system-by-system commissioning procedure into a scope of work that names actual components and systems

[5] See Sample Commissioning Plan in Appendix "X"

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in the design documents. The CxA should develop procedures for each of the systems to be commissioned. This interim plan should be incorporated into the specifications to give the constructor the best possible idea of his part in the process. After the bid is awarded and submittals are approved, the CxA writes the formal commissioning plan that completely describes the commissioning work.

6.5 The Commissioning Process—The Constructor Selection Stage

The selection of the constructor is a brief but important time in the commissioning process. This is the first opportunity to bring the constructor(s) into the process, and it is vital that the constructor cooperate in the commissioning process if the team is to reach the goal of a quality building. Constructor personnel perform the inspection and testing required by the CxA. It takes constructor time, and it costs the constructor money. It also saves the constructor time and money through reduced callbacks and the early and fair resolution of problems. Overall, the constructor and subcontractors will save more than they spend on commissioning, although they may not believe this at first.

As the bidders/proposers prepare their bids/proposals, there will be questions about their roles in commissioning. The CxA should answer these questions, either at a pre-bid/pre-proposal conference, in writing, or both. Although commissioning is still a new and developing practice for Facilities, it has been found that most constructors readily accept commissioning once they understand it. Furthermore, they accept the process much more readily if the CxA exhibits a positive, helpful, cooperative approach right from the start. This is a key aspect of independent third party commissioning. The CxA team leader should have excellent leadership and team building skills.

In addition to answering constructor questions, the CxA may need to answer questions for the design team. This is especially true if the project bids/proposals come in over the cost estimate. The CxA may be called upon to evaluate the savings in commissioning costs that should result from cutting portions of the project out to make the required budget. Indeed, the CxA may be required to help defend the commissioning process itself from elimination in view of a budget problem.

When the pre-bid/pre-proposal conference is organized, the CxA should be placed on the agenda to present a brief overview of the commissioning process and answer specific questions posed by the constructors. The questions and answers that come out of this conference, including those related to commissioning, should be recorded in the minutes and issued in writing to all bidders/proposers as an addendum. The CxA should provide answers to commissioning questions to the Owner’s project manager.

Subsequent addenda will answer questions posed to Facilities and the design team after the pre-bid/pre-proposal conference; however, they may or may not include commissioning questions. All commissioning questions posed by the constructor should be routed through the Facilities PM and then to the CxA to assure that each response is sent in an identical form to all constructors and all members of the design team. The CxA should review any

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addendum to confirm that revised drawings and specifications do not reduce the commissioning requirements or capabilities. The CxA should stay alert to any changes in construction time as related to addenda. If there are significant changes in the project that will affect the time for CxA services, make sure adequate time is added to the constructor's construction time in the addenda to allow for commissioning.

Proposals to cut commissioning because of cost should be met with resistance. Facilities expects that all projects will be commissioned to ensure our assets have been designed, built and capable of being operated as intended. It is wrong to compromise quality to address minor budget concerns. The cost of correcting our facilities after project turnover is considerably more than the fees for commissioning. The cost of unplanned facility shutdown due to a systems failure is unacceptable.

6.6 The Commissioning Process—Early Construction

The beginning of the construction process includes the following commissioning-related activities:

- Preconstruction meeting
- Development of the construction schedule and schedule of values
- Submittal of equipment and materials
- Completion of the final commissioning plan

During the early stages of construction, the CxA will continue to answer questions for the constructor and verify that commissioning is being integrated into the construction process. The best venue for this is the preconstruction meeting.

The first item of discussion is the schedule. Developing the schedule is actually two tasks: 1) getting commissioning milestones placed on the construction schedule, and 2) including contractor commissioning activities in the schedule of values. The construction schedule and schedule of values are key documents that allow Facilities to track the construction process. Having commissioning included in these is a good way to confirm that the constructor is an active part of the commissioning team.

The CxA works with the constructor and, if necessary, the subcontractors to discuss phasing and timing of commissioning. This schedule gives the constructor an idea about what commissioning information must be included in the constructor's overall schedule. The constructor is required to integrate the information into the overall schedule of the project. In this way, all subcontractors are given additional notice about the requirement for commissioning.

When the schedules are submitted, copies are routed to the CxA for review with regard to commissioning milestones. The commissioning milestones shown on the tentative schedule of commissioning activities should be integrated into the overall schedule by the time the schedule is submitted for approval. Although it is true that this schedule may be

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revised many times before the bulk of the commissioning activities are accomplished, these activities should be a part of the schedule from the start. As other milestones are revised, the commissioning schedule should be revised accordingly.

As the constructor makes equipment submittals to the design engineer, the Facilities PM should route copies of the approved submittals to the CxA for information only. The CxA does not approve submittals (that is the engineer's job), but the CxA does comment to the Facilities PM if there is anything in the submittals that appears seriously wrong. The CxA should make sure that any submittal requirements for items key to commissioning are not left off constructor submittals.

Commissioning procedures include static inspection, startup, and functional test descriptions. The CxA writes and assembles these procedures as part of the commissioning plan as equipment information is available from submittals. As the documents are completed, they should be submitted to the PM and the designer for approval, and then to the constructor for scheduling. Meetings between the CxA and the constructor serve to further clarify the intent of the process and keep the constructor involved.

The final draft of the commissioning plan is completed during the early stages of construction after all equipment submittals have been approved and before equipment has arrived on the site. It starts with the requirements on a system-by-system basis and provides more detail based on the actual design and the equipment ordered. The commissioning plan developed at this point should have detailed information on the support required from constructor personnel. Specifically, each inspection and test should be annotated to show the responsible subcontractor.

6.7 The Commissioning Process—Static Inspection (Field Verification)

As the commissioning plan is completed, equipment is ordered, and the building foundation and framing is beginning, the static inspection phase of commissioning begins. The static inspection phase lays the foundation for equipment startup by confirming that equipment is installed in such a manner that it can function in a safe and effective manner. In general, this includes verifying items in the list below, among other things.

- Equipment location: Are unit locations according to plans and practical requirements? For example, is air handling units positioned to allow full access door openings for maintenance?
- Installation of instrumentation: Are installations performed according to manufacturers' requirements (such as laminar flow for flow sensing devices) and according to engineering requirements (such as duct pressure sensors located 3/4 of the distance to the furthest point in a VAV duct system)?
- Drain piping: Are drains sloped as specified and have pipes been pressure tested?
- Sheaves: Are all sheaves aligned properly?

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- Connection to power and other utilities: Have utility connections been verified?

- Pipe and duct support: Are these items properly suspended for safety and function?

The CxA provides checklists[6] to construction personnel to carry out these inspections. These checklists incorporate manufacturers' requirements and other basic steps that typically would be done even without the commissioning process and, therefore, should not take a great deal more time to process than would the normal checkout procedure. As the constructor submits completed checklists, the CxA spot-checks the forms. If the checklists have not been completed accurately, shortcomings will become known as the group attempts to begin Functional Performance Tests (FPTs). If FPTs are cancelled and rescheduled, the constructor is responsible for the cost of repeat testing (an important notice to be included in the specifications).

Examples of inspection activities are as follows:

6.7.1 Piping and HVAC Ductwork

- During construction, piping and ductwork should be inspected for correct installation and should be pressure tested.
- Items affecting maintenance, such as valve locations, damper access panels, plumbing cleanout access, and sloped piping for drainage, etc., should be checked during construction inspections.
- Domestic water and sanitary sewer piping testing is a contractor quality assurance requirement—as well as a code requirement—and should be witnessed by Facilities' representative, the architect, or the CxA.
- Low-pressure (less than 3 inches static pressure water gauge) ductwork need not be pressure tested. However, all ductwork should be inspected visually before insulation for correct joining and supports.
- Testing, adjusting, and balancing (TAB) of air and water systems should have been preliminarily performed and ready for startup of the HVAC equipment. CxA to verify.

6.7.2 Air Handling Units and Other Major HVAC Equipment

- Air handling units (AHUs), make-up air units, rooftop heating and cooling units, and similar equipment should be inspected for mechanical items such as properly functioning case drains, filter seals, maintenance access, general air tightness, and vibration isolator supports.

[6] See Sample Checklist in Appendix "A"

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- Control devices, such as sensors and actuators, should be verified as complete according to the Building Automation System (BAS) points list and control diagrams. These devices should be correctly located and completely and soundly installed.
- All electrical wiring is to be confirmed as installed properly, in conduit, terminated, grounded, and tested to confirm power and correct polarity (for motor rotation).
- HVAC piping should be inspected for air handling units, including coil connections, control valve locations, balance valves and test ports, bypasses, drain pans and traps, and maintenance isolation valves.
- Lubrication points for fan and motor bearings, as well as all movable supports, should be checked and mounting fasteners confirmed.

6.7.3 Building Automation System (BAS) Controls

- The controls contractor should perform a complete point-to-point checkout of all control devices throughout the building. Checkout is used to confirm that the engineer's point list is installed as designed. CxA to validate.
- For laboratories or other critical environments as defined by Facilities, all input and output devices in the critical zones should be calibrated to NIST (National Institute of Standards and Technology) traceable standard at the job site. Critical devices are defined in the contract documents in the I/O summaries or I/O list. Factory calibrations are not acceptable. The CxA must certify that this activity has taken place prior to Functional Performance Testing.

6.7.4 Electrical Systems

- During construction, power feeder cables are to be tested for proper insulation and dryness. Owner representative or CxA should monitor tests.
- Switchgear, panelboards, etc., are to be inspected for proper connections and grounding.
- Authorized testing companies should certify building electrical grounding and lightning protection systems.

6.7.5 Fire Protection and Life Safety Systems

- Fire service water line piping is to be flushed and tested; NFPA (National Fire Protection Association) certificate is required.
- Aboveground fire protection piping is to be flushed and tested (preferably per floor). Witness is normally by local fire officials. NFPA certificate is required.

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- Smoke and heat detection sensors at air moving equipment are to be checked and verified for proper installation.

6.8 The Commissioning Process—Startup (Functional Verification)

Equipment is to be started up for the first time with required factory representatives in attendance. The equipment should be tested at all required speeds and preliminary programming should be completed as required to allow subsequent safe and easy starting. On most projects historically, the main issues that arise during equipment startup are related to control software for the temperature control system.

6.9 The Commissioning Process—Shakedown (Performance Verification)

After equipment has been proved at startup, Functional Performance Tests (FPTs) are to be conducted to confirm that the pieces work together. Tests must confirm that smoke causes air handling units (AHUs) to shut down and dampers to go into smoke-control modes. Other tests must assure that valves open on calls for heating and cooling and close when the set-point is satisfied. Tests should further assure that AHU economizer cycles respond to outdoor air temperatures and indoor calls for cooling, and that freeze protection actually shuts down the required equipment. AHU discharge temperature control should be checked at the unit and at the central energy management and control station.

Dampers should be cycled and checked for leakage, especially face and bypass dampers on steam coils. All actuators should be stroked full-open and full-closed to check for binding, calibration, and correct Building Automation System (BAS) addressing.

Functional tests include checking BAS parameters, such as programmed addresses, sensor calibration factors, occupied/unoccupied programming, and trend logging. Programming charts, sequences of operation, block wiring diagrams, and wiring termination diagrams should be included in the report. All BAS tuning variables, such as response times, damping variables, delays, and interlocks, should be included in the report.

Critical facilities, as defined by Facilities, will have the control input and output points loop calibrated. Inputs will be simulated with signal generators (4-20mA, 0-10vDC, etc.) and values reported on the central station console to be checked against published loop calibration tolerances of the manufacturer. Outputs will be loop calibrated so that when the system calls for an output device to be at the 50% open position, the device is physically checked to be in that position. 10% open and 90% open are also checked in addition to full open and full closed. Variable speed drives will also be checked in this manner.

A sample of items included in the subcontractor's Testing, Adjusting, and Balancing (TAB) report should be checked for accuracy. If a substantial failure rate is encountered, all failures should be corrected and a different sample chosen for a repeat test at the constructor's expense. Check all TAB parameters on AHUs and associated return/exhaust

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fans. On critical facilities such as laboratories, clean rooms and data centers, Facilities may want to check 100% of the TAB readings

The Functional Performance Tests are the heart of the commissioning process, but they are also the most difficult and time consuming. This is when the team-building skills of the CxA pay off. If the CxA has succeeded in gaining the trust of the constructors by this time, the chances of completing the FPTs in a timely manner will be markedly increased. The best method of earning and keeping a good working relationship with constructors is constant communication. As the FPTs proceed, the CxA should constantly keep the constructors informed as to upcoming testing.

As inspection and testing proceed, the CxA may find a number of items that do not appear to work as intended. In some instances, the intended operation will be unclear and, in such cases, the CxA should submit a Request for Information (RFI) to the Facilities PM in the same manner that a constructor would submit an RFI. After confirming the intended mode of operation, the CxA can proceed with testing.

If equipment or systems are found to be malfunctioning, these problems should be listed on a deficiency form or listing. This form should indicate the test and item involved; it also tracks the status of the problem as it is corrected. The CxA will need to perform a varying amount of retesting because of system and equipment failures during the initial testing. The amount of retesting that is paid for by Facilities and the amount that is passed back to the constructor should be very clearly spelled out in the construction contract.

6.10 The Commissioning Process—O&M Staff Training and Documentation

A properly designed and constructed building cannot function properly without an adequately trained Operations & Maintenance (O&M) staff. Unfortunately, inadequate O&M training is a traditional shortcoming on most construction projects. Problems with O&M training include unqualified trainers, insufficient training time, and incomplete O&M manuals and record drawings. Training is often conducted before systems are fully functional (before the completion of performance verification testing), or is focused on *discrete* systems while failing to address the *interoperability* of modern building systems. Building users also tend to send the wrong personnel to training sessions, or miss scheduled training sessions entirely. The result of errors such as these will be an ill-prepared, overwhelmed O&M staff, and building problems from the start.

A qualified commissioning authority's requisite in-depth knowledge of the design intent and building systems makes them an ideal candidate to assist in O&M training. The following is a list of items that need to be prepared for an orderly transition of the building from construction to occupancy. The CxA is an ideal resource to help implement the following:

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- **Review preventative maintenance plan.**
  This task is directly tied to the development of the O&M staffing. The commissioning authority can assist in a facility preventative maintenance plan that makes best use of O&M staffing to ensure that systems are properly maintained and running at peak efficiency.
- **Review facility record drawings.**
  The accuracy of facility records can be verified during functional and performance verification testing.
- **Prepare framed instructions showing the sequence of operations and interoperability for major systems and components.**
  Framed instructions displayed beside major equipment items (chillers, boilers, air handling units, HV units, emergency generators, etc.) can be a major aid for training, routine preventative maintenance, and equipment troubleshooting.
- **Review asset lists and Computerized Maintenance Management System (CMMS) input forms.**
- **Document warranty coverage and warranty claims procedures (both standard warranties and any extended manufacturer's warranties).** Most standard warranties provide one-year of coverage for major equipment items from the date of installation. This warranty date may be weeks or months before building turnover to the customer. In some instances, manufacturers will offer equipment warranties beyond the standard one-year period, while others may include limited services during the warranty period. This type of information is usually found either in the equipment documentation or in the O&M manuals. The CxA should research the appropriate documentation and prepare a consolidated warranty list for the customer.
- **Prepare a recommended list of spare parts, bench stock, overbuy, and special tools/equipment required for the first year of building operation.**
- **Review O&M manuals.**
  O&M training should never be performed without the benefit of completed O&M manuals. Regrettably, O&M manuals are often incomplete, or they are completed *after* the scheduled O&M training. The CxA can provide quality assurance by reviewing the O&M manuals for completeness, accuracy, and timeliness.
- **Coordinate and supervise constructor and subcontractor O&M training (using the system's O&M manuals and framed instructions).**
  Usually, the constructor should schedule all O&M training, but the commissioning authority can coordinate and supervise O&M training to ensure that it meets users' needs.

O&M training is not a traditional task for commissioning authorities, but it is one for which they are well suited. The constructor (with oversight by customer) traditionally provides the services shown above, or else the customer performs these tasks themselves. Unfortunately, many customers are not staffed to manage these activities. Customers

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desiring the commissioning authority's assistance with O&M training should include specific O&M training tasks in their commissioning RFP.

6.11 The *Commissioning* Process - Final Report

By the completion of training or shortly thereafter, the CxA should have completed the commissioning final report. This report is a collection of all that has gone on before. As such, it contains copies of the following:

- OPR
- Basis of design
- Pre-functional checklists complete
- Functional checklists complete
- TAB reports
- System schematics
- Control strategies and set points
- Deficiency log
- Guidelines for energy accounting

The commissioning final report, the TAB report, the O&M manuals, and the record drawings and specifications form the bulk of the documentation that will be left with the O&M staff at the new building. Additional information on building controls that includes block wiring diagrams, as-built control diagrams and sequences of operation will also be included in either the commissioning final report or the O&M manual.

6.12 The Commissioning Process—Warranty Review and Seasonal Testing

- **The First Year of Building Operation**

  At the completion of training and all other work required by the contract documents, the building will be occupied. There should be a specific notice in the specifications indicating to the constructor that the successful completion of commissioning is a requirement for the issuance of the architect's final certificate.

  Issues may arise during the one-year warranty period, but if the CxA process has been followed, the issues should be minor and readily handled by the O&M staff armed with documentation and training. Overall, the commissioned building should provide the working environment required for the occupants and the O&M staff can concentrate on establishing an effective preventative maintenance program that should work for the life of the building.

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- **Seasonal Testing**

  It is likely that certain parts of the building mechanical system cannot be adequately tested due to the season of the completion. For instance, testing of a boiler system might be difficult in the summer and testing of a chiller and cooling tower might be difficult in the winter. Checking an outside air percentage is much easier when there is a substantial difference in temperature between the outside air and the return air.

  For this reason, commissioning plans should include off-season testing to allow testing certain equipment under the most appropriate test conditions. This requirement must be clearly spelled out in the specifications because it will require some constructor personnel to return to the site after the project is completed. It is also necessary to withhold money for this activity in addition to that usually withheld for warranty items.

  It is also recommended to have the systems tested during the shoulder seasons (spring/fall). Items to look for include proper dehumidification sequences and partial load performance of mechanical systems.

- **Building Automation System (BAS) Trend-Logging**

  During the completion of Functional Performance Testing, the CxA is also asked to assist in the programming of the BAS to include the trend logging of a selected group of key performance indicators. These indicators usually include temperatures and pressures for boiler and chiller operations, duct pressures, outside airflows, and some typical variable air volume (VAV) boxes operating parameters, and unitary equipment performance parameters.

  Trend-logging is a valuable part of the training program and allows the staff to get started on the right foot, thus ensuring that the established building performance is maintained for the life of the building. Some specification writers may ask that temporary flow monitoring equipment be installed to verify system operation. The agency's designer should consider making the flow monitoring equipment permanent and include it as part of the project so that the operations and maintenance staff can continue to use the instrumentation.

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Section 7 – Transition Program

7.1 Project Closeout

The process of project closeout is not a sole responsibility of the Facilities Commissioning Program. In fact, the closeout process will engage all of the project stakeholders in a systematic approval process that will aid in the transition of the project from a state of construction to occupancy. The CxA will have specific tasks within the process and will also perform the role in administering and documenting the completion of this program. Facilities Building Management (DFBM) has developed the Building Acceptance - Occupancy Approval Process & Checklist for use with all of our construction projects. The process & checklist is a management tool for assuring the successful completion and satisfactory occupancy for our projects. It provides a summary of actions and goals to be performed by and information to be produced by the project designers, contractors and Facilities personnel.

To assist the project designers, contractors, and Facilities FM personnel during the construction phase of each project, the checklist identifies multiple series of related actions, tasks, milestones and information submittals that should be considered for each project. The checklist is not comprehensive; it must be modified for the specific requirements for each project, which will require the coordination of the CxA with the entire project team - deleting items that are not applicable and adding items as appropriate.

The Facilities Building FM Management Team, including personnel from Corporate Planning (CP), Project Management & Construction (PMC), Facility Operations (FOps) and Resource Planning (RP) is responsible for making sure that each checklist item and any other project specific issue is identified and incorporated into the custom checklist for each project.

In the following text, each checklist item is defined. These definitions provide a brief explanation of the actions or items and describe why these actions are beneficial to the successful completion of the construction project. Some of the definitions also include the purpose or use to which these actions will be put.

A PROJECT START

Successful project management depends on developing a plan & schedule for getting to the end of the project - a road map. For each new project, the Facilities Project Management Team will meet with the designer and contractor to create the project plan and schedule. In addition to identifying the specific items required by the project, the time frames shown in the checklist should be adjusted to account

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for the duration of the construction schedule. Other tasks should also be completed at the start of the project.

A.1 Prepare construction emergency contacts list, post on the Facilities FM network and Facilities CxAlloy website. Distribute to all stakeholders.

The Facilities project manager shall prepare and maintain a directory of emergency contact telephone numbers for the architect, consulting engineers, contractor and primary subcontractors (particularly site, mechanical, electrical and fire protection subcontractors). The emergency contacts list should include the network communications help desk number for emergencies, such as scheduled and unscheduled outages for splices, cable cuts or other line damage.

A.2 Facilities management administrative activities

The Facilities Project Management Team will accomplish the following tasks:

A.2.1 Project construction overview meeting

As described above this meeting shall be conducted to adjust project plan and schedule, with consideration for proper advance notices, for the quantity and recipient(s) of deliverables, activities and inspections.

A.2.2 Building plans to building services / facilities management

Building Services / Resource Management will analyze the design documents to determine the requirements for building maintenance and custodial staffing, supervisory assignments, schedule for hiring, etc.

A.2.3 Building equipment preventative maintenance identification designations

From facility management reviews of the 100% design construction documents, the ID numbers for all of the building equipment and appropriate building systems shall be provided to the general contractor and subcontractors for tagging this equipment as it is installed. These ID’s should include identification of utilities, valves, tap points, equipment, service access, test points, and related features.

A.2.4 Facilities management and other Facilities customers notified of anticipated occupancy date.

The anticipated occupancy date will be used to establish a milestone to benchmark the entire checklist against.

A.2.5 Date confirmed with Facilities FM Security for lock installation and keying.

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The FM lock shop will be informed early in the construction process about issues related to door and hardware deliveries. With consideration of the anticipated occupancy date, their schedule for lock installation and keying can be planned to assure that the building is ready before occupancy.

B CONSTRUCTION PROGRESS INSPECTIONS

During the construction phase of the project, the CxA and other consultants will perform regular site observations. The CxA will provide detailed reports as to the status and adherence to the construction documents, in compliance with Facilities' design and construction standards and with consideration to the maintenance and operation of the building systems. This is a contractual requirement for our commissioning providers. This is part of the on-going quality process that is commissioning. We ask for this because this is what commissioning buildings is all about.

B.1 Periodic inspections by the Facilities commissioning coordinator and/or project manager to invite other Facilities FM personnel as appropriate.

B.2 Environmental Health and Safety office

The EH&S personnel use these opportunities to inspect the building regarding the issues as required by Facilities policies and regulations. They will verify that buildings are capable of handling any hazardous waste products that may be generated.

C COMMISSIONING ACTIVITIES

Commissioning is a critical component of the construction process at Facilities. The commissioning authority is charged with the responsibility of defining the testing necessary to validate that each new building will perform in accordance with its intended design.

C.1 Construction Tests

Construction tests are performed on building systems to verify that the in-place construction will perform as it is intended, i.e. to keep the rain and weather out, to insulate properly and in the case of building equipment, to operate at 100% of its designed / manufactured capacity.

Examples of these tests are:

C.1.1 Roof Assembly test
Test to validate the roof system will withstand the live loads and wind loads that may bear on it, AND

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To keep the rain and weather out…

C.1.2 Window Assembly Water Test
Test to validate the windows will withstand the rain and wind loads that may bear on it, AND
To keep the rain and weather out…

C.2 Special Equipment (Customer or Building Operations)
Any special equipment that will be installed in a building shall be defined as to purpose, location, operation, testing for functionality and accessibility for maintenance and future replacement.

C.2.1 Review location and required utility connections

C.2.2 Review special maintenance requirements

C.3 Fire alarm inspection by engineer/consultant and system certification by (sub)contractor (NPFA13,72)

C.4 Elevator inspection by commissioning authority or consultant, and elevator coordinator for use by general contractor

C.5 Elevator inspection by state inspector, consultant, PMC project manager and FM elevator coordinator for Facilities use and operation

Facilities network to verify elevator phone line

C.6 Chiller inspection by project managers, engineers and mechanics for construction operation

C.7 Chiller inspection by project managers, engineers and mechanics for Facilities use and operation
See C.6 above.

C.8 Endorsement of general contractor's insurance company for beneficial occupancy (if applicable)

This activity provides the project manager a confirmation that aspects of the construction contract have been fulfilled with regard to proper insurance coverage and release.

C.9 Endorsement of Facilities Surety for beneficial occupancy (if applicable)

C.10 Contact Facilities Risk Management to start Facilities insurance coverage

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D NETCOM

The Network Communications Department at Facilities Information Systems (IT) is responsible for the inspection and acceptance of contractor installed wiring & wiring pathways and the spaces dedicated to communications within the facility. Typically (IT) is responsible for the equipment and final installation activities to properly connect each building to the Facilities telephone and computer systems, including making the terminations at each telephone and computer connection. In some cases, IT may directly install wiring and wiring pathways within the facility. To properly install, service and maintain these systems within the facility, IT must have the opportunity to inspect the contractor-installed systems before they are enclosed in wall and ceiling assemblies. As part of fulfilling this checklist, the project manager shall coordinate with IT personnel and the contractor to establish the schedule for fulfilling these inspection and installation requirements as the construction work progresses.

D.1 Communication rooms - inspection & acceptance by IT

Completion to include wall, ceiling and floor finishes plus backboards and grounding. A door with a construction lock is required at this stage as well as "live" power to AC outlets.

D.2 Horizontal & vertical pathways - IT acceptance of contractor installed raceways, conduits and wiring (station cable)

Inspection for cable pathways completion to Facilities' specs and wiring installation to acceptable practices.

D.3 Entrance pathways - IT acceptance of contractor installed building service entrance

D.4 Installation of IT provided equipment and terminations (and possible vendor installed wiring) and system activation.

Contingent upon communications room completion and acceptance.

D.5 Installation of IT vendor installed entrance cable

D.6 Removal of provided AE/contractor telephone equipment

D.7 Final shut-off of construction telephone and network access connections, including stopping monthly invoicing. If applicable.

DocuSign Envelope ID: 5AE22EEF-40DF-4240-BD04-ED5A50BB927D

E FACILITIES FM TRAINING

E.1 Training of facilities operations personnel on building systems

The need for the training to occur during this time frame is so the appropriate personnel can be trained on the actual operation of the equipment. They will be responsible for this equipment, and they need to fully understand it and have the opportunity to ask questions, before the building is turned over to facilities operations.

F 30 DAY MEETING

Status update on schedule and issues 30 days from acceptance.

G FINAL INSPECTIONS AND PUNCH LISTS

G.1 General contractor's preliminary punch list

A preliminary punch list by the contractor should be accomplished towards the end of the construction phase of the project. Ideally, the contractors punch list should be documented in writing and distributed to the rest of the project team. All items on the punch list should be completed by the contractor and his subcontractors prior to the start of the architects and engineers punch list.

G.2 Punchlists prepared by architect, engineers and consultants

The creation of the architect's punch list should be coordinated by Facilities' project management team and attended by an owner's representative who has been active and familiar with the project. The engineers and consultants punch list should be coordinated and input on an ongoing basis in Facilities' database (TBD) commissioning tool.
Punch list for substantial completion

G.3 Punchlists prepared by commissioning consultant, Facilities' project manger and team should be documented in Facilities' database tool (TBD).

G.4 Owner Insurance Provider inspection of life safety systems, PMC project manager and other Facilities personnel present

These are all life safety issues and equipment functionality needs to be verified at least 30 days before building turnover. These items need to be approved for proper operation before the facility is accepted and documented in Facilities' database (TBD).

DocuSign Envelope ID: 5AE22EEF-40DF-4240-BD04-ED5A50BB927D

G.5.1 Fire alarm system
G.5.1.1 Connect fire alarm system to fire & police department (if applicable)

G.5.2 Fire sprinkler/suppression systems

G.5.2.1 Connect fire pump alarm to fire & police department (if applicable)

G.5.3 Fire pump test

G.5.4 Emergency generator operation/load bank test

G.5.5 Fire extinguishers (installed and functional)

G.5.6 Other life safety systems and equipment

G.6 Local jurisdiction fire protection inspection completed

G.7 Local jurisdiction building inspections completed

G.8 Local jurisdiction certificate of occupancy issued

H FACILITIES FINAL CLOSE-OUT TASKS

H.1 Facilities' locks installed

Locks are required to assume ownership of the building and ensure the security of customer areas, mechanical rooms, etc.

H.1.1 Maintenance shops and custodial receive keys

H.1.2 Facilities security receive (master) keys

H.1.3 Communications rooms keyed

H.2 Building signage installed

H.3 General Contractor's final building cleaning

H.4 Facilities custodial final inspection for acceptance

Final cleaning by the contractor and acceptance by Facilities custodial provides a positive hand-off of cleaning responsibilities.

H.5 Facilities custodial first cleaning

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H.6 Facilities utility meter activation

Facilities utility meter activation transfers utility cost from the construction budget to the building operating expense.

I PROJECT CLOSE-OUT DOCUMENTS

We ask for this volume of work to allow us to have the tools we need to take over the care of a new building. These documents will be used to facilitate our effort to care for the structure and its occupants.

I.1 Project construction records transferred to PM central filing for reference.

Including all construction correspondence, change orders, test reports, financial records, surveys, etc.

I.2 Project records transferred to FM archives and/or Facilities Management

I.3 All of the general contractor's close-out documents shall be reviewed and approved by the architect and received and accepted by Facilities.

I.3.1 Index of complete GC close-out documents attached to all parts of the GC Close-out Documents Submittal

We ask for this document to have an organized list of all documents furnished on a project for our reference at any time. We use this list to quickly determine just what has been prepared for that particular building.

I.3.2 Directory of all contractor, subcontractor, manufacturer and vendor information

We ask for this information so that we can find names, addresses, and phone numbers of all players in the project. We use this to contact anyone we need to in the care of the building. The information should include contact name, company address, telephone number, facsimile number and email address with each referenced to service provided or system or material installed, etc.

I.3.3 Copies of all certifications

We ask for this so we will know what issues have been documented. We use this to find out the particulars of any single issue that has been noted or certified in case we need to look into this particular part.

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Include the following items:
Appropriate certifications and acceptance information
Use and occupancy permits
Certificate of inspection from fire marshall
DOL on pressure vessels, boilers, elevators, etc.
Public health inspections
Inspections by other governing authorities

I.3.4 Copies of all general contractor-provided maintenance agreements and service contracts

We ask for these so we will have the information gathered on these agreements. We use this to find out what the particulars of these agreements are when a question arises about the doing of any one issue. This allows us to get into the details and fix the problem. The information should include contact name, company address, telephone number, facsimile number and email address referenced to service provided or system or material installed, etc.

I.3.5 Copies of all general contractor obtained construction materials testing reports

We ask for these in order to be aware of just what issues of testing, such as concrete strength, the contractor did and recorded. We use these to answer questions that come up in the care of the building such as add-ons or repairs.

I.3.6 As-built drawings

As-Built drawings are needed to be able to maintain and troubleshoot building systems from the first day of ownership. Locations and descriptions of equipment are required prior to ownership to establish the preventative maintenance program for the building.

We ask for copies of the as-builts so that we can see that they are distributed to everyone who needs them. We all use these to do our particular thing – such as answer questions about adding on to some utility line, etc. We know the groups that have this need for such archives; building mechanic, zone shop, and IT.

A copy of construction drawings with the contractor's construction notes added may be submitted to Facilities for reference until the final as-built electronic and hard-copy documents have been delivered. The project manager should consider delivery and acceptance of these preliminary and final documents as a prerequisite for reductions in withholding and final payment.

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As-built drawings must show all field changes.

I.3.6.1 As-built drawings reviewed and approved by architect, engineer, and commissioning authority

I.3.6.2 As-built Drawings (electronic and hard copy) received and accepted by Facilities and posted in Facilities Management database (TBD)

I.3.6.3 As Built drawings distributed within Facilities (commissioning coordinator) using CAFM Tool in FMIS pulled from Facilities database (TBD).

I.3.7 O&M manuals completed, reviewed by A/E team, and commissioning authority. O&M manuals are needed so we can familiarize the building mechanics with the equipment before it is covered up and they can compare the manuals to the actual equipment. Equipment specs provide repair/replace material requirements to establish warehouse requirements for maintenance support.

The O&M manuals should be delivered to the commissioning authority in advance of the thirty-day delivery target in the schedule. The ONLY exception to this O&M manual delivery goal is for projects of 90 days or less duration, in which case these manuals must be delivered as soon as possible, but, at a minimum, prior to completion of the project.

O&M manuals must include the information as outlined in the specifications but at a minimum contain the following information:

a. Description of each unit and component parts, clearly identifying the specific part installed – if cut sheets are used, plainly mark the item included in the work
b. Manufacturer's printed operating and maintenance instructions with drawings and text to clearly illustrate proper operation and a logical sequence of maintenance procedure.
c. Servicing and lubrication schedule with list of lubricants. Show last contractor service and date for first FM service.
d. Preventative maintenance instructions for each piece of equipment.
e. As-installed control diagrams by controls manufacturer including sequence of operations.
f. Performance data information on all mechanical components and equipment, such as pump curves.

The general contractor and architect shall be directed to finish the submittal process as early in the construction schedule as possible.

Goal for O&M manuals delivery to be as soon as contractor's completed submittals are approved.

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I.3.8 As-installed building finishes data submitted, reviewed by A/E team, and received and accepted by Facilities.

We ask for these specific paint formulas and for their usage location to be shown on the prints so that we can care for the building. This is particularly important for touch-up work. As-built building finishes data must include the following information:

a. Schedule of installed finishes.
b. Cleaning care instructions with manufacturers recommended agents and methods.
c. Paint Schedule for all surfaces, with paint manufacturer's paint mixture formulas.

I.3.9 As-built building systems data submitted, reviewed by A/E team, commissioning authority and received and accepted by Facilities.

We ask for this in order to have information necessary to care for the building, to be able to adjust systems to optimize performance, and for training of our staff. As-built building systems data must include the following information:

a. Installer’s coordinated drawings with installed color-coded piping diagrams and wiring diagrams.
b. As-installed electric circuit directories of panel boards.
c. Charts of valve tag numbers with the location and function of each valve.

I.3.10 Attic stock received and accepted

Attic stock needs to be stored before the customers start moving into the building. Materials are often needed immediately after the customers move in due to minor damages associated with the move. If attic stock is not stored before move in, customers tend to need extra storage space and will acquire the unclaimed open areas.

I.3.11 Computer for monitoring building systems installed and functioning

Mechanics need the ability to monitor the building systems prior to customers moving in so that they can monitor what is going on in the building. This also allows time for training on the computer.

I.3.12 Warranty summary information
I.3.14 Warranties, including all guarantees and bonds executed by vendors, manufacturers, suppliers and subcontractors received and accepted

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Warranty information is needed so that we can determine who has the repair responsibility and for how long. We do not want to void any such warranty by performing maintenance that prematurely places equipment liability with facilities operations.

I.4 All of the Facilities close-out documents shall be prepared by facilities management and reviewed by project management & construction and plant.

I.4.1 Copy of Owner-Contractor Agreement

We ask for this to have the document that states the particulars of the arrangements between these two entities. We use this to answer any potential questions about this agreement that might come up such as who exactly is responsible for a particular issue.

I.4.2 Test and Balance Report delivered and accepted

Test and Balance is needed as a baseline to ensure proper air distribution and as a reference for future troubleshooting.

I.4.3 Copies of all Facilities-provided maintenance agreements and service contracts

We ask for these so we will have the information gathered on these agreements. We use this to find out what the particulars of these agreements are when a question arises about the doing of any one issue. This allows us to get into the details and fix the problem. The information should include contact name, company address, telephone number, facsimile number, and email address referenced to service provided or system or material installed, etc.

I.4.4 Copies of all Facilities obtained Construction Materials Testing Reports

We ask for these in order to be aware of just what issues of testing, such as concrete strength, the contractor executed and recorded. We use these to answer questions that come up in the care of the building such as add-ons or repairs.

I.4.5 Copy of the final Design Intent program document

I.4.6 Copy of all Owners obtained final surveys

I.4.7 Copy of all Owner obtained geotechnical reports and soils analysis reports

I.4.8 Copy of all Owners obtained seismic reports

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I.4.9 Final Commissioning Report delivered

I.4.10 COMMISSIONING IS SUBSTANTIALLY COMPLETE

I.5 Complete sets of final building close-out documents distributed within Facilities (project manager & commissioning coordinator). See action J.3.6.3 above.

J BUILDING COMPLETION

J.1 Jurisdiction Certificate of Occupancy

The local jurisdiction Certificate of Occupancy is merely an instrument of the county's acknowledgement that the building appears to comply with the minimum requirements of applicable building and life safety codes for occupancy. It does NOT constitute formal approval that the building is completely finished nor completely functional and serviceable.

J.2 General contractor certification of training completion and Facilities acceptance

J.3 General contractor notice to architect of substantial completion

J.4 Substantial Completion Certificate prepared and signed by the architect

J.4.1 Outstanding punchlist inspection attached.

J.5 Substantial Completion Certificate signed by general contractor

J.6 Substantial Completion Certificate received and accepted by Facilities

J.7 FM directors final building inspection (walk-through)

K POST-OCCUPANCY INSPECTIONS & EVALUATIONS

K.1 WARRANTY INSPECTIONS

K.2 General contractor evaluations

K.2.1 Optional subcontractor evaluations

K.3 Architect, engineer and consultant evaluations

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SECTION 8 - DEFINITIONS

***Acceptance*:** A contractually defined action that permits an activity to commence or continue.

***Basis of Design*:** A document that records the concepts, calculations, decisions, and product selections used to meet the Owner's project requirements and to satisfy applicable regulatory requirements, standards, and guidelines. The document includes both narrative descriptions and lists of individual items that support the design process.

Construction Management: Construction management is a professional service that applies management techniques to the planning, design, and construction of a project from inception to completion for the purpose of controlling time, cost and quality. PMs and CMs share a commonality which focuses resources on time, cost, and schedule.

***Commissioning*:** See Commissioning Process.

***Commissioning Activity*:** A component of the commissioning process.

***Commissioning Authority*:** An entity identified by the Owner who plans, schedules, and coordinates the commissioning team to implement the commissioning process.

***Commissioning Plan*:** A document that outlines the organization, schedule, allocation of resources, and documentation requirements of the commissioning process.

***Commissioning Process*:** A quality-focused process for enhancing the delivery of a project. The process focuses on verifying and documenting that the facility and all of its systems and assemblies are planned, designed, installed, tested, operated, and maintained to meet the Owner's project requirements.

***Commissioning Process Progress Report*:** A written document that details activities completed as part of the commissioning process and significant findings from those activities; it is continuously updated during the course of a project.

***Commissioning Process Report*:** A document that records the activities and results of the commissioning process.

***Commissioning Team*:** The individuals who, through coordinated actions, are responsible for implementing the commissioning process.

***Construction Checklist*:** A form used by the contractor to verify that appropriate components are on-site, ready for installation, correctly installed, and functional.
ASHRAE Guideline 0-200X, *The Commissioning Process.*

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***Construction Documents*:** This includes a wide range of documents, which will vary from project to project, Owner's needs, regulations, laws, and countries. Construction documents usually include the project manual (specifications), plans (drawings) and general terms of the contract, especially those required by subcontractors and vendors, suppliers and manufacturers of equipment, assemblies and systems.

***Continuous Commissioning Process*:** A continuation of the commissioning process well into the occupancy and operations phase to verify that a project continues to meet current and evolving Owner's project requirements. The continuous commissioning process activities are on-going for the life of the facility.

***Contract Documents*:** This includes a wide range of documents, which will vary from project to project, Owner's needs, regulations, laws, and countries. It frequently includes price agreements, construction management process, sub-contractor agreements or requirements, requirements and procedures for submittals, changes, and other construction requirements, timeline for completion, and the construction documents.

***Coordination Drawings*:** Drawings showing the work of all trades to illustrate that equipment can be installed in the space allocated without compromising equipment function or access for maintenance and replacement. These drawings graphically illustrate and dimension manufacturers' recommended maintenance clearances.

***Issues Log*:** A formal and ongoing record of problems or concerns, and their resolution, which have been raised by members of the commissioning team during the course of the commissioning process.

***Nominal Group Technique*:** A formal, structured brainstorming process used to obtain the maximum possible ranked input from a variety of viewpoints in a short period of time. The typical approach is a workshop session where a question is presented, the attendees record their responses individually on a piece of paper, the individual responses are recorded on a flip chart without discussion in a round-robin fashion, all of the responses are discussed, and then the individuals rank their top five responses.

***Owner's Project Requirements*:** A written document that details the functional requirements of a project and the expectations of how it will be used and operated. This includes project and design goals, measurable performance criteria, budgets, schedules, success criteria, and supporting information.

Project Manager: A project manager is the person assigned responsibility and accountability for the project. This person is responsible for delivering the project in the agreed schedule, to the correct technical specifications, i.e., defined to meet user requirements, and within the approved budget and other specified criteria.

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***Retro-Commissioning*:** The commissioning process applied to an existing project that was not previously commissioned; this guideline does not specifically address retro-commissioning.

***Systems Manuals*:** A system-focused composite document that includes the operation manual, maintenance manual, and additional information of use to the Owner during the occupancy and operations phase.

***Test Procedure*:** A written protocol that defines methods, personnel, and expectations for tests conducted on components, equipment, assemblies, systems, and interfaces among systems.

***Training Plan*:** A written document that details the expectations, schedule, budget, and deliverables of commissioning process activities related to training of project operating and maintenance personnel, users, and occupants.

***Verification*:** The process by which specific documents, components, equipment, assemblies, systems, and interfaces among systems are confirmed to comply with the criteria described in the Owner's project Requirements.

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SECTION 9 - ROLES AND RESPONSIBILITIES

Understanding and defining the role of each participant is vital to the success of the commissioning process. This section provides an example of the responsibilities of each participant in a comprehensive commissioning process. These responsibilities shall be documented in the contracts between Facilities and the contractor(s), and Facilities and the design professionals. The responsibilities of each participant should be included in the contract documents.

The responsibilities of Facilities, commissioning authority, design professionals, Facilities project manager, general contractor, and manufacturers are detailed below.

9.1 Facilities PM

- Include a statement regarding design professional commissioning responsibilities and scope in the request for design services.
- Develop and commit to the Owner's project requirements for the facility and its use.
- Assign operations and maintenance personnel and schedule them to participate in the various meetings, training sessions, and observations/inspections as follows:
  - Design phase coordination meetings
  - Construction phase coordination meetings
  - Initial owner-training session at initial placement of major equipment
  - Maintenance orientation and inspection
  - System testing verification meetings
  - Procedures meeting for testing systems
  - Owner's training session
  - Verification demonstrations
  - Functional performance tests
  - Final review at acceptance meeting
- Review and approve any changes made to Owner’s project requirements
- Review and approve the construction documents
- Review and comment on the commissioning authority’s commissioning process
- Review and comment on the commissioning authority’s progress reports
- Review and comment on the commissioning authority's verification reports
- Review and accept the commissioning authority's commissioning process report

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9.2 Commissioning Authority

- Organize and lead the commissioning team.
- Facilitate and document the Owner's project requirements.
- Verify that the commissioning process activities are clearly stated in all scopes of work.
- Integrate the commissioning process activities into the project schedule.
- Prepare a commissioning plan that describes the extent of the commissioning process to accomplish the Owner's project requirements. Update the commissioning plan during each phase of the project to incorporate changes and additional information.
- Review and comment on the ability of the design documents to achieve the Owner' project requirements for the commissioned systems and assemblies.
- Prepare the commissioning process activities to be included as part of the project specification. Include a list of all individual trade contractor responsibilities for all the commissioning process activities (list contractors by name, firm, and trade specialty, if known).
- Execute the commissioning process through the writing and review of commissioning process reports, organization of all commissioning team meetings, tests, demonstrations, and training events described in the contract documents and approved commissioning plan. Organizational responsibilities include preparation of agendas, attendance lists, arrangements for facilities, and timely notification to participants for each commissioning process activity. The commissioning authority shall act as chair at all commissioning events and ensure execution of all agenda items. The commissioning authority shall prepare minutes of every commissioning process activity and send copies to all commissioning team members and attendees within five workdays of the event.
- Review the plans and specifications (during pre-design and the design phases) with respect to their completeness in all areas relating to the commissioning process. This includes verifying that the Owner's project requirements have been achieved, and that there are adequate devices included in the design to properly test the systems and assemblies and to document the performance of each piece of equipment, system, or assembly.
- Schedule all document review coordination meetings.
- Attend the project's pre-bid meeting to detail the design professional or contractor commissioning process requirements.

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- Schedule the pre-design and pre-construction commissioning process meeting within 45 days of the award of the contract at some convenient location and at a time suitable to the attendees. The purpose of this meeting will be reviewing the complete commissioning process and establishing tentative schedules for the design phase and construction phase commissioning activities.
- Develop the initial format to be used for issues logs throughout and for each phase of the commissioning process.
- Schedule the initial Owner training session so that it will be held immediately before the contractor training. This session will be attended by Facilities' O&M personnel, the design professionals, the contractor, and the commissioning authority. The commissioning authority will review the Owner's project requirements and the design professional(s) will review the basis of design.
- Coordinate the development of contractor training.
- Attend a portion of the contractor training sessions to verify the Owner's project requirements are achieved.
- Receive and review the systems manuals as submitted by the contractor. Verify that they achieve the Owner's project requirements. Insert systems descriptions as provided by the design professional(s) in the systems manuals.
- Witness system and assembly testing. Verify the results and include a summary of deficiencies.
- Supervise the commissioning team members in completion of tests. The test data will be part of the commissioning process report.
- Periodically review record drawings for accuracy with respect to the installed systems. Request revisions to achieve accuracy.
- Verify that the systems manuals and all other design and construction records have been updated to include all modifications made during the construction phase.
- Repeat implementing tests to accommodate seasonal tests or to correct any performance deficiencies. Revise and resubmit the commissioning process report.
- Prepare the final commissioning process report.
- Assemble the final documentation, which includes the commissioning process report, the systems manuals, and all record documents. Submit this documentation to Facilities for review and acceptance.
- Recommend acceptance of the individual systems and assemblies to the Owner (per the defined project requirements).

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9.3 Design Professional

- Participate and assist in the documentation of the initial Owner's project requirements.
- Document revisions to the Owner's project requirements and obtain approval from the Owner.
- Document the basis of design.
- Prepare contract documents, including the integration of the commissioning process requirements and activities provided by the commissioning authority.
- Prepare contract documents that coordinate required interfaces between systems and assemblies.
- Attend the pre-design and design phase coordination and review meetings.
- Attend the construction phase pre-bid and pre-construction meetings as scheduled by the commissioning authority.
- Specify and verify that the operation and maintenance of the systems and assemblies has been adequately detailed in the construction documents.
- Review and incorporate, as appropriate, the commissioning authority's comments from their submittal reviews.
- Participate in the initial operation and maintenance personnel and occupant training session by presenting the project basis of design.
- Participate in other training as detailed in the training program.
- Review test procedures submitted by the contractor and or CxA.
- Review and comment on the commissioning authority's periodic commissioning process progress reports and issues log reports.
- Review and accept record documents as required by contract documents.
- Review and comment on the final commissioning process report.
- Recommend final acceptance of the systems to Facilities.

9.6 General Contractor

- Include costs for commissioning process activities in the contract price.
- Include commissioning process requirements and activities in all contractors' contracts.
- Provide adequate accessibility as required to properly operate and maintain the facility.
- Issue a statement that certifies all work has been completed and the facility is operational, in accordance with contract documents.
- Provide acceptable representation with the means and authority to prepare and

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coordinate implementation of the commissioning process as detailed in the contract documents.

- Issue the appropriate final reports to the design professionals for review and acceptance.
- Remedy deficiencies identified by the commissioning authority during their verification of the installation or tests.
- Review and comment on the final commissioning process report.

9.7 Trade Contractor(s)

- Include costs for commissioning process activities in the contract price.
- Include commissioning process requirements and activities in each purchase order or subcontract written.
- Obtain cooperation and participation of all subcontractors and manufacturers.
- Attend the pre-construction and commissioning team meetings.
- Include commissioning process milestones in the project schedule.
- Implement the training program as detailed in the contract documents.
- Provide submittals to Facilities, design professionals, and the commissioning authority.
- Notify the commissioning authority when systems and assemblies are ready for testing.
- Demonstrate the performance of assemblies and/or operation of systems to the commissioning authority.
- Complete the construction checklists as the work is accomplished. Provide the completed construction checklists to the commissioning authority.
- Continuously maintain the record drawings and submit as detailed in the contract documents.

9.8 Manufacturers

- Provide all the information required for the operation and maintenance of the system or assembly as part of the initial submittal.
- Provide the requirements to maintain the warranty as part of the initial submittal.
- Coordinate and accomplish factory tests as detailed in the contract documents.
- Provide training as detailed in the training program contained in the contract documents.
- Demonstrate operation and performance of the system or assembly as detailed in the contract documents.

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APPENDIX A – SCOPE OF WORK (SAMPLE DOCUMENT)

1.0 General

The **[Facilities Inc., *insert Project Name]*** is committed to commissioning this facility to ensure that all systems are complete and functioning properly prior to substantial completion and that facility staff have adequate system documentation and training.

The commissioning process shall oversee and coordinate the traditionally separate functions of equipment startup, system performance testing and balancing, control system calibration, construction and system documentation, and training.

Specific requirements of the commissioning process and responsibilities, duties, and obligations of the commissioning authority (CxA) team are described in Section 2, Commissioning Tasks. To accomplish these tasks, the CxA shall be required to coordinate his or her activities with other entities. The specific responsibilities of the mechanical contractor and his or her associated subcontractors are defined in Division 15, and those of the electrical contractor and his or her associated subcontractors in Division 16 of the contract documents. The commissioning process does not take away from or reduce the responsibility of the project designers or installing contractor to provide a finished and fully functioning product.

The primary role of the CxA shall be to develop and coordinate the execution of a commissioning plan; observe and document the installation, checkout, startup, and equipment and system testing to establish that equipment and systems are functioning in accordance with the requirements of the contract documents; and to assist Facilities in developing correct and complete documentation of the construction effort. The CxA will not be responsible for design concept, design criteria, compliance with codes, design, or general construction scheduling, cost estimating, construction management, or construction supervision. The CxA may assist the design team with design issues, problem solving, or the correction of construction non-conformance or deficiencies, but ultimate responsibility for meeting the project objectives and requirements resides with the A/E team and general contractor.

2.0 Commissioning Tasks

The following tasks will be accomplished by the CxA to provide commissioning during programming, design and construction, acceptance, and warranty phases of the project.

2.1 Systems to Commission

Specific systems that shall be commissioned include:

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- Building automation systems, including linkages to remote monitoring and control sites.
- Chillers, pumps, piping, cooling towers, and associated equipment.
- Boilers, pumps, piping, and associated equipment.
- Air handling units.
- Exhaust fans.
- Terminal units.
- Unit heaters and unit ventilators.
- Heat exchangers.
- Computer room A/C units.
- HVAC and control systems.
- Plumbing systems.
- Fire protection systems.
- Service water heaters, pumps, and associated equipment.
- Compressed air and vacuum system equipment.
- Emergency power and uninterruptible power supply (UPS) system.
- Utility metering systems.
- Smoke control systems – interfaces, egress pressurization.
- Fire alarm systems.
- Security, access control, and CCTV systems.
- Lighting control systems.
- Voice/data communications systems.
- Public address systems.
- Power distribution system.
- Electrical system from the building entrance through the main switchboard, switchgear, and to the distribution panels.

2.2 Design Phase

The CxA shall complete the following tasks during the design phase:

- Coordinate and supervise the commissioning work during design.
- Prepare and distribute the design phase commissioning plan.

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- Attend initial meetings with **[*insert date*]** and design team to discuss role of CxA, and coordination of design.
- Obtain the **[*insert Project Name*]** "Owner's Performance Requirements" information and the "Basis of Design" information from the Owner and design team.
- Provide design and constructor team members with commissioning items to be considered during design.
- Perform a focused design review at the end of design development, 50%,75% and 95% design stages, which shall include the following: a) input regarding making the building easier to commission; b) how building O&M can be made easier (accessibility and system control, etc.); and c) how utility usage and indoor environmental quality can be improved.
- Revise and prepare commissioning specifications for the construction bid documents for all systems and equipment that are to be commissioned.
- Have the commissioning specifications approved by the A/E team and included in the A/E construction specifications.
- Prepare draft functional tests for equipment and systems to include in specifications.
- Submit test procedures to design team for review and comments.
- Attend three-design team review meetings to discuss comments on plans and coordinate specifications.
- Review bids and contractor pricing regarding commissioning activities and submit evaluations to the **[*Project Name/PM*]**.

It is assumed that the A/E will provide adequate written design intent, basis of design, and full sequences of operations, complete with points lists and control schematics for all equipment and systems for inclusion in the O&M manuals and for the CxA to use in writing functional tests.

2.3 Construction Phase

The CxA shall complete the following tasks during the construction phase:

- Conduct a partnering meeting with the constructor team to discuss commissioning scope, plan, and schedule.
- Coordinate the commissioning work and, with the general constructor (GC) and Facilities project manager (PM), ensure that commissioning activities are being scheduled into the master schedule.
- Continue to update schedule and coordination throughout construction with GC and subcontractors.

DocuSign Envelope ID: 5AE22EEF-40DF-4240-BD04-ED5A50BB927D

- Submit final commissioning plan for construction with coordination and activities for **[*insert Project Name*]** and GC review.
- Review and approve normal contractor submittals applicable to systems being commissioned for compliance with commissioning needs, concurrent with the A/E reviews.
- Ensure that O&M material is submitted to the CxA team as the contractor receives it. This material will be needed to assist in finalizing startup and testing procedures.
- Prepare final pre-functional and final functional test procedures for the equipment and systems.
- Submit test procedures to contractor for comments on appropriate startup, operations, and systems safety.
- Coordinate with the contractor to witness startup of major equipment.
- Review and approve TAB execution plan.
- Perform monthly site inspection during rough-in of systems and equipment.
- Maintain a deficiency log of any items found to be a problem, poorly installed, or discrepancies.
- Attend up to **[*insert quantity*]** on-site meetings for review of progress, coordination, and issues resolution. More than **[*insert quantity*]** on-site meetings will be considered work outside the normal scope of work.
- Witness a sample of pipe test and flushing procedure, sufficient to be confident that proper procedures were followed.
- Witness a sample of any ductwork testing and cleaning procedures, sufficient to be confident that proper procedures were followed.
- Witness a sample of checkout, TAB, end-to-end testing, and calibration of controls.
- Observe first pre-functional test of each type of system, including mechanical, controls, electrical, and specialty systems.

2.4 Acceptance Phase

The CxA shall complete the following tasks during the acceptance phase:

- Continue to update schedule and coordination throughout construction with GC and subcontractors.
- Obtain pre-functional reports from constructor with sign-offs that the systems have been checked out.
- Oversee TAB, including 25% check of diffusers, grilles, hoods, terminal devices, and equipment testing, and document findings.

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- Witness performance testing of smoke control systems.
- Witness functional testing of each major piece of equipment to demonstrate that each item of equipment and system is operating according to the OPR and contract documents. Functional testing shall include operating the system and components through each of the written sequences of operation. Test on respective HVAC equipment shall be executed during both heating and cooling seasons.
- Provide troubleshooting to assist in resolving control problems, as they are uncovered. Functional testing shall be performed on all control points.
- Check system graphics to assure all graphics are developed and points are mapped to graphics.
- Keep a detailed log of testing of each piece of equipment.
- Maintain a deficiency log of any items found to be a problem, poorly installed, or discrepancies. Provide the log and test results to the Facilities PM, SDR, and GC with recommended actions.
- Coordinate retesting as necessary. One retest will be provided as part of normal checkout. More than one retest will be considered work outside the normal scope of work.
- Notify the Facilities PM and GC of the unacceptable findings if 10% of identical pieces of equipment fail to perform to the requirements of the contract documents due to manufacturing defects not allowing it to meet its submitted performance spec, and request explanation of problem and proposed solution from the GC; then review the proposed solutions.
- Attend weekly meetings while on-site for functional testing.
- Attend up to [***insert quantity***] additional on-site meetings for review of progress, coordination, and issues resolution. More than [***insert quantity***] on-site meetings will be considered work outside the normal scope of work.
- Review O&M documentation for completeness. This review shall be in parallel with the A/E team's review of the O&M documentation for conformance to the project specification.
- Provide the user staff with a one-day systems training on "how the building is supposed to operate."
- Review, pre-approve, and coordinating training of the [***insert project name***] operating personnel by the contractor.
- Perform seasonal testing checkout of equipment, September for cooling system and January for heating systems.
- Prepare three copies of the commissioning management report (commissioning final report). The report shall include an executive summary, list of participants and roles, brief building description, and the following sections:
    - OPR

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- Basis of Design
- Pre-functional checklists complete
- Functional checklists complete
- TAB reports
- System schematics
- Control strategies and set points
- Deficiency Log
- Guidelines for energy accounting

2.5 Warranty Phase

The CxA shall complete the following tasks during the warranty phase:

- Return to the site quarterly and review with facility staff the current building operation and the condition of outstanding issues related to the original and seasonal commissioning.
- Interview facility staff and identify problems or concerns they have with operating the building as originally intended.
- Identify deficiencies that may come under warranty or under the original construction contract.
- Provide one day of additional training for users and staff in building system operations.
- Prepare a detailed evaluation after ten months on the status of warranty issues for the **[*insert project name*]**.
- Attend up to four on-site meetings—in addition to the quarterly site reviews—to discuss warranty issues.

2.6 Systems and Equipment Not Included in Commissioning:

- **[*Insert systems*]**

3.0 Schedule

The project design and construction is scheduled as follows:

Schematic design	**[*insert date*]**
Design development documents	**[*insert date*]**
30% design	**[*insert date*]**
60% design	**[*insert date*]**
90% design	**[*insert date*]**
Construction documents	**[*insert date*]**
Bid date	**[*insert date*]**

DocuSign Envelope ID: 5AE22EEF-40DF-4240-BD04-ED5A50BB927D

Award date	[*insert date*]
Construction notice to proceed	[*insert date*]
Final commissioning & punch list	[*insert date*]
Beneficial occupancy	[*insert date*]

4.0 Test Equipment

The installing contractors shall provide all tools, or the use of tools required to start, checkout, and functionally test equipment and systems, except for specified testing with supplemental portable data loggers, which shall be supplied and installed by the CxA.

To expedite air-water balance testing, and to minimize additional cost to the contractor, the CxA will verify the TAB contractor's air-water balance values, using their own engineers, field technicians, and test equipment.

Data logging equipment, monitoring devices, specialized equipment, and software not required to be provided by the installing contractor in the contract documents, and provided by the CxA to monitor, confirm, or verify the contractor's testing procedures, shall remain the property of the CxA. Equipment provided shall meet the minimum accuracy, calibration, and performance standards required by the performance test.

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APPENDIX B - WHAT IS AN OWNER'S PERFORMANCE REQUIREMENT (OPR)/DESIGN INTENT?

An OPR/Design Intent is a document that defines the building Owner's expectations and goals for a building. The OPR is the basis for evaluating whether or not the design and construction of the building will be satisfactory to the Owner. Proposed changes and deviations from the original design must be weighed against the OPR. The OPR is a "living" document in that it is updated and revised throughout the design and construction process based upon the decisions made along the way.

The purpose of the OPR is to provide clear documentation of the Owner's requirements for a successful project, for communication to all parties involved in the project. Therefore, it should be written in non-technical language, and avoid the use of terminology that may be specific to only one group of people. It should be understandable by everyone involved in the project, including the Owner, maintenance staff, constructor team, architect, engineers, and equipment manufacturers

The reason that an OPR document is required, regardless of the project stage when starting commissioning, is that the OPR sets forth the goals and criteria against which the success of the project is to be evaluated.

No single format is required for use to document an OPR because of the variation in different Owners' requirements for a successful building, the type of building being constructed, and the writing style of the person creating the OPR document.

However, the information in the OPR is usually presented from general to specific. Items such as background on the building, a description of commissioning, functional uses of the spaces in the building, and general goals for the building are presented first. Information that is more detailed, such as measurable values to test or obtain during design, (e.g., lighting levels, energy savings, and reduced occupant complaints), is then presented.

A possible OPR format list is shown below as an example.

- General project description
- Objectives
- Functional uses
- General quality of materials and construction
- Occupancy requirements
- Indoor environmental quality requirements
- Performance criteria
- Budget considerations and limitations

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Appendix B – Owner's Performance Requirement

This list of one possible format for an OPR begins with a general project description to familiarize the reader with the size, features, and history of the building that is to be constructed. The objectives that are to be met during design and construction are listed second.

Next, the functional uses of the buildings are listed, which are the general types of usable spaces, that will be present in the building. Examples include cafeteria, closed office space, open office space (partitions), classrooms, and computer rooms. Each functional use area generally requires distinct building features, systems and equipment in order to be able to perform the intended tasks.

The general quality of materials and construction required for the project are then described. Typically, this description includes a specific quality requirement for a specific type for equipment, material, or construction. An example might be a requirement that all HVAC equipment shall have a lifespan not less than 20 years, or there shall be no constructor callbacks due to defective materials/construction for a period of five years.

Occupancy requirements are listed next, to include the intended number of people and the occupancy schedule for each functional use area. Indoor environmental quality requirements, such as lighting levels, noise levels, temperature and humidity requirements, and ventilation requirements for each functional use area, would be also included.

Performance criteria for the various building systems and equipment are included next. These criteria are used to select the types of equipment systems for the building during the design stage and are used in the turnover stage to develop the functional performance test procedures.

Finally, budget considerations and limitations are included. While building Owners would like to receive the best possible building they can get, they are nearly always bound by budget limitations.

The OPR should be as specific as possible to provide clear direction to designers and constructors in effort to eliminate the need on their part to guess or interpret an Owner's requirements. For example, instead of only stating that comfort in the space shall be maintained, the OPR should provide a definition of what the Owner considers comfort to be, such as specific temperature, humidity, and noise level. In addition, there must be some way to verify the content of the OPR. In order to do so, a specific value, or range of values, that is acceptable and testable, should be included. For example, an area specified to be "quiet" cannot be verified because of subjective interpretations of quiet. However, an area specified to be below 35NC when occupied can be tested and verified. Note the difference in the example below.

Typical Statement:

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Appendix B – Owner's Performance Requirement

Comfort in space shall be maintained.

Contrast that with the OPR content, would / should read (with blanks filled):
Comfort in the space shall be maintained; Owner defines comfort as:

- Temperature of
- Humidity of
- Airflow of
- Noise
- No glare

This narrative is developed directly from the Owner's program information. This narrative is prepared almost entirely by the project architect and contains "performance" criteria as opposed to design solutions (although tentative design solutions may need to be identified in the course of verifying the budget).

- Function of structure
- Location
- Utilities
- Life expectancy
- Level of quality
- Size and/or population
- Functional floor plan
- Temperature
- Humidity
- Fume control
- Particulates
- Environmental system requirements by area:
- Illumination
- Noise
- Vibration
- Acoustics
- O&M access
- Energy efficiency
- Emergency systems
- Life safety criteria
- Special design concerns
- Special O&M concerns
- Budget
- Reliability of environmental systems-redundancy

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APPENDIX C – FACILITIES COMMISSIONING PLAN

Facilities Building Commissioning Plan for *Facilities Project Name*

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Section 1 Overview

The Facilities Building Commissioning Plan is a source of information on the key steps that must be completed throughout the design, construction, acceptance, and operation of the new facility to assure the Owner's Performance Requirements are met. Commissioning has been adopted as the process for quality assurance in building design and construction. Commissioning is a systematic process for designing, constructing, and operating a building/system using lessons and tools from industrial quality programs. During the construction phase, commissioning focus is placed on key systems. This includes verification of the installation**,** training**,** and system documentation.

This Facilities Building Commissioning Plan has been specifically developed for this project to aid the building design, construction, and operation team in ensuring the quality of the project. It is important to understand that the Facilities Building Commissioning Plan provides a framework for the commissioning and quality assurance process. It may be modified and adapted to meet unforeseen quality control issues and opportunities throughout the project.

This quality assurance process is the quality program for achieving a collaborative and systematic process of review, testing and confirmation that all components, assemblies, and systems will perform as required.

The commissioning process has many benefits to the entire commissioning team. Construction commissioning benefits the Owners by providing a nonbiased, third-party system expert, who can help identify issues early and reduce first year operation costs. This is accomplished by verification and documentation that systems function as designed and meet the intent of the OPR. Construction commissioning benefits the contractors by providing coordination between trades and identifying potential rework issues, warranty calls, and service callbacks.

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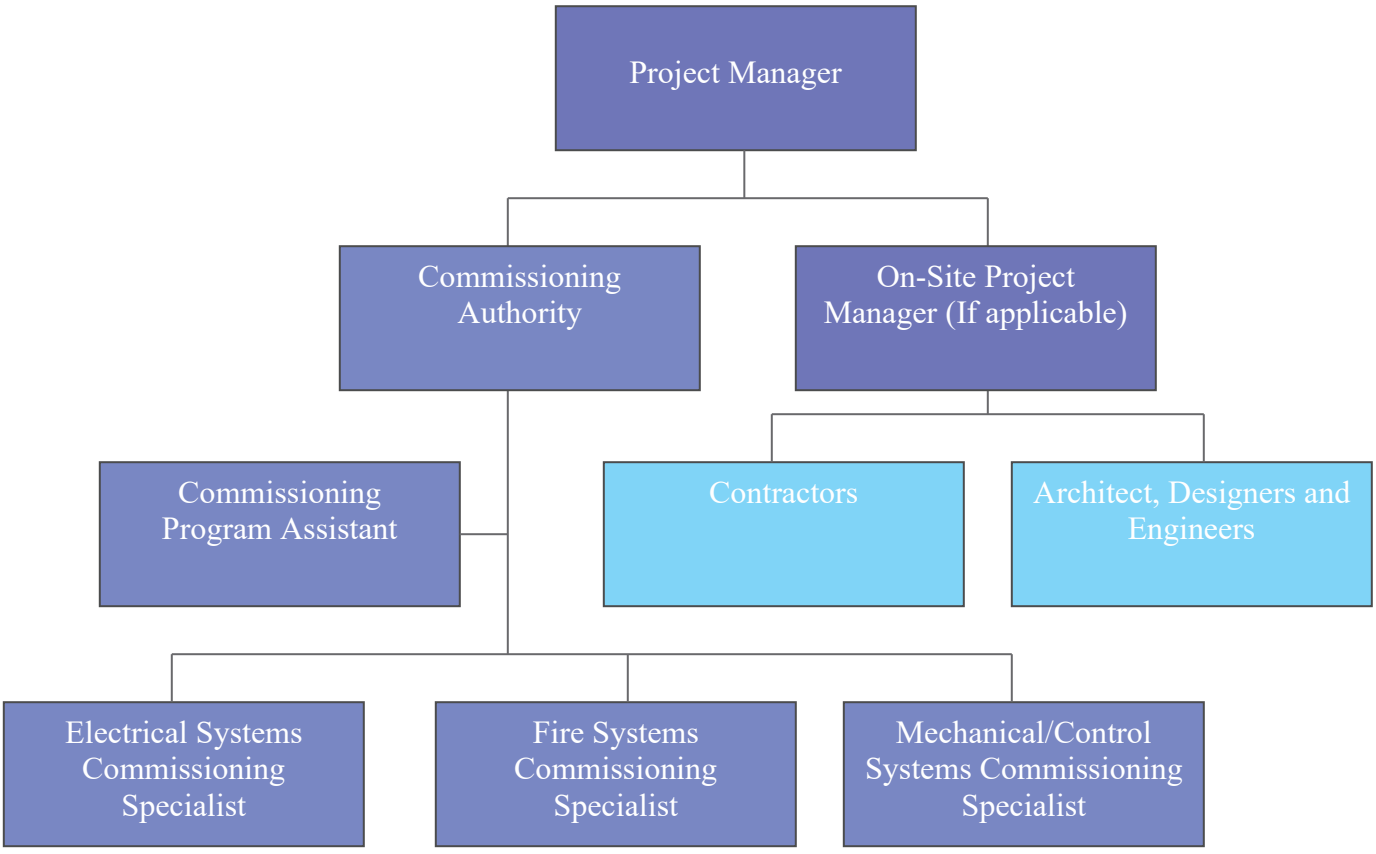
Section 2 Communication Protocol and Organization Chart

The key to an effective project is to ensure that there are well-defined lines of communication between all parties involved in the project. Communication is maintained throughout the project by a conscious effort of the various commissioning team members. The specific communication structures developed for this project ensure efficient identification and resolution to issues through the use of clear and concise procedures.

The commissioning team for this project is as follows: The reporting structure is as indicated.



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Section 3 Cx Plan Overview

The high-level overview for this Cx project is as follows:

Pre-design Activities:
- Develop Owner's Performance Requirements (OPR)
- Train project team on use of Facilities Management database (TBD)

Design Phase Activities:
- Maintain master issue's log in Facilities Management database (TBD)
- Review Basis of Design (BoD) document for thoroughness
- Review engineer's drawing packages including schematic design, design development, and construction documents
- Development of commission specifications
- Development commissioning plan
- Development of pre-functional checklists for all commissioned equipment
- Development of functional performance tests for all commissioned equipment

Bid Stage Activities
- Provide responses to questions regarding commissioning requirements

Construction Phase Activities:
- Maintain master issues log in Facilities Management database (TBD)
- Develop commissioning activity schedule
- Perform submittal reviews of commissioned equipment/systems
- Perform site observation visits
- Witness start-up of critical systems
- Perform test and balance verification
- Review draft O&M manuals
- Review training program
- Collect and track completion of pre-functional checklists

Acceptance Phase Activities
- Initial functional performance testing
- Integrated functional performance testing
- Deficiency resolution tracking
- Review as-built documentation
- Review final O&M manuals (hard and soft copies)

Warranty Phase Activities
- Review status of outstanding issues
- Perform deferred functional testing
- Perform seasonal testing
- Review system performance and optimization needs
- Conduct lessons learned workshop

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Section 4 Design Phase

Design Review

Design reviews will be performed in conjunction with the design document submittals. The design review consists of a review of the schematic design documents, the design development documents, and the construction documents. These reviews are to ensure proper coordination has occurred between the disciplines, the design is constructible, and the design meets the requirements of the owner.

Installation/Pre-startup Checklists

The Installation/Pre-startup Checklist is a document that provides key information and allows tracking of the construction activities and progress. It documents that the equipment is installed properly, adequately accessible, in good condition, and ready for startup and functional performance testing.

- A checklist will be issued for each major piece of equipment or for components in a system. CxA will determine what will be included in each checklist.
- The CxA will provide the checklists to the contractor early on the construction phase. If the contractor has his own checklists, he may use them upon agreement from the CxA.
- The contractor will complete the checklists and return them to the CxA.
- The contractor should return the checklists to the CxA as he completes them.
- Equipment checklists must be returned to the CxA before commencement of functional performance testing of that equipment or system.

See Figure 4-1 for an example checklist.

Figure 4-1 – Example Checklist

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Section 5 Written Work Products

Table 5-1 lists the formal written work products related to commissioning that will be developed over the course of the project.

Table 5-1: Formal Written Work Products

Product	Created By	Product Description and Form	Expected by Date	Received By
Cx Plan	CxA	Final Cx plan for construction phase	10/31/24	All Cx team
Cx Schedule	CxA	Initial summary schedule and detailed version	11/27/24	All Cx team/PM and Senior Staff.
Equipment Submittals	All Contractors	Detailed data on all commissioned equipment.	11/21/24 and 11/27/24 Request made to PM	Cx Team currently does not have this information.
Site Observation Reports	CxA	Report of observations made during site visit	12/12/24 through 12/18/24 and 1/13/25 through 1/18/07	PM Team
Issues Log	CxA	List of deficiencies and non-compliance with Contract Documents identified during Cx	1st published 01/02/25 Updated weekly after 1st publication.	PM Team and GC
Cx Progress Reports	CxA	Gives scheduling needs and update, deficiency report, Cx progress	01/15/25 to 01/19/25 and Cx Alloy Implemented	PM Team
Start-up Plan	All Contractors	Plan for the start-up of each commissioned piece of equipment or system.	Cx Team Created and delivered on 01/13/25 However -Equipment was already started. Cx Team Requested Start-up documents from PM and GC.	PM Team and GC
Blank Start-up Data Forms	All Contractors	Forms for recording start-up information.	01/13/25	CxA
Completed Start-up and Pre-functional Data Forms	All Contractors	Filled out verification checklists, tests, startup and initial checkout.	1 week after startup completion	
Pre-functional Checklists	CxA	Checklists to be used by the Contractors to formally communicate readiness for functional testing.	01/13/25	PM Team and GC
TAB Data Forms	TAB Contractor	Forms to be used to record TAB data.	6weeks before TAB	CxA
Final TAB report	TAB Contractor	Final TAB report with method and results.	Within 3 weeks after TAB completion	CxA
Functional Performance Test Procedures and Forms	CxA	Full description of test procedures in “form” format.	01/13/25	PM Team and GC
Functional Performance Test Deficiency Report Form	CxA	Documentation of deficiency discovered during testing.	3 days after test	Owner; A/E
Completed Functional Performance Test Forms	Contractors and CxA	Recorded documentation of the test on the form	1 week after test	Owner; A/E
O&M Manuals	All Contractors	Documentation of design, equipment, operations and maintenance, as-builts, etc.	90 days after approved submittals	CxA; Normal others
Training Plan	Contractors	Topics and methods	60 days before training	CxA; Normal others

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Table 5-1: Formal Written Work Products

Product	Created By	Product Description and Form	Expected by Date	Received By
Training Completion Documentation	CxA	List of trainees, completed hrs and topics and approvals	Within 2 weeks after training completion	Owner
Final Cx Report	CxA	4-6 page summary report with important findings, etc.	Draft within 60 days of substantial completion	Owner
Deferred Testing Reports	CxA	Documentation of seasonal and deferred tests	Within 2 weeks of test	Owner
Recommissioning Manual	CxA			Owner

Section 6 Commissioned Systems and Equipment

The following systems, equipment, and their components are included in the scope of the commissioning activities and are considered to be commissioned systems and equipment.

Table 6-1: Commissioned Systems and Equipment

System and Equipment	Sampling Rate
Electrical	
Power Distribution System	
Switchboard	100%
Panelboards	100%
Dry-Type Transformers	100%
Disconnects/Starters	100%
Wiring Devices	100%
Lighting System	
Luminaires	100%
Occupancy Sensors	100%
Dimming System	100%
Emergency Power System	
Engine-Generator Set	100%
Automatic Transfer Switches	100%
Egress Lighting	100%
Exit Signage	100%
Grounding System	
Counterpoise	100%
Lightning Protection	100%
Data Center	
UPS and PDU	100%
CRAC Units	100%
Generator	100%
Mechanical	
HVAC	
Air Handling Unit Function & Building Pressurization	100%
Dampers	100%

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Fans & Drive Motors	100%
Terminal Units	100%
Unit Heaters	100%
Variable Frequency Drives	100%
Valves	100%
Chilled Water System	
Chiller	100%
Pumps	100%
Control Valves	100%
Distributed Digital Control – Building Automation	
Alarms	100%
BACnet Compatibility	100%
Control Points	100%
Man Machine Interface	100%
Monitored Points (Digital And Analog)	100%
Offsite Monitoring	100%
Programming	100%
Sequences of Operation	100%
Set Points and Archives	100%
Exhaust System	
Dampers, Louvers	100%
Controls	100%
Fans & Drive Motors	100%
Plumbing Systems	
Domestic Potable Water System	
Backflow Preventers	100%
Controls	100%
Hot Water Recirculation Pumps	100%
Pressure Regulators	100%
Vacuum Breaks	100%
Valves	100%
Water Heaters and Pressure Relief Valves	100%
Sanitary Sewer Systems	
Cleanouts	100%
Piping and Supports	100%
Traps (Self Priming and Non Self-Priming)	100%
Vents	100%
Storm Sewer Systems	
Piping and Supports	100%
Roof Drains	100%
Fire Protection Systems	
Sprinkler Systems	
Panels	100%
Sprinkler Heads	100%

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Standpipe	100%
Valves	100%
Fire Alarm	
Control Panel	100%
Addressable Devices	100%
Tamper & Flow Switches	100%

Section 7 Commissioning Meetings

The CxA shall conduct a commissioning kick-off meeting early in the construction phase to discuss specific roles and responsibilities of the contractors. During this meeting the CxA shall review the OPR, Basis of Design, and unique contract document requirements.

Throughout construction, most commissioning issues will be handled during regularly scheduled project meetings. If specific topics require additional discussion, the commissioning team shall meet immediately after the project meeting.

Other commissioning meetings may occur at other times mutually agreed to by the commissioning team.

Section 8 Site Visits

Site visits are the primary method used during the Construction Phase to verify that installed systems and equipment comply with the OPR. The site visit procedures use a statistical approach to verify compliance. This includes performing general inspections, verifying installed equipment complies with the contract documents, and verifying pre-functional checklists have been accurately completed.

The CxA team will perform site visits, with increasing frequency. As construction progresses and systems and equipment installations are completed.

Upon arrival, the CxA team shall notify the PM before entering the jobsite. The CxA's shall follow all safety policies and regulations implemented by the General Contractor. After completing the site visit, the CxA shall meet with the PM to discuss any potential issues observed or to note any safety concerns. A Site Observation Report shall be published on the Facilities Management database (TBD) website. This report will outline any observed issues and provide recommendations for resolution. The SOR may include construction issues, access and maintenance issues, safety issues, or other issues. The General Contractor shall respond to the issues within the contractual response time. See Figure 8-1 for an example Site Observation Report.

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Figure 8-1 – Example Site Observation Report

1. **Photo Description – Building Main - PVC male adapters and bushings are damaged and broken.**

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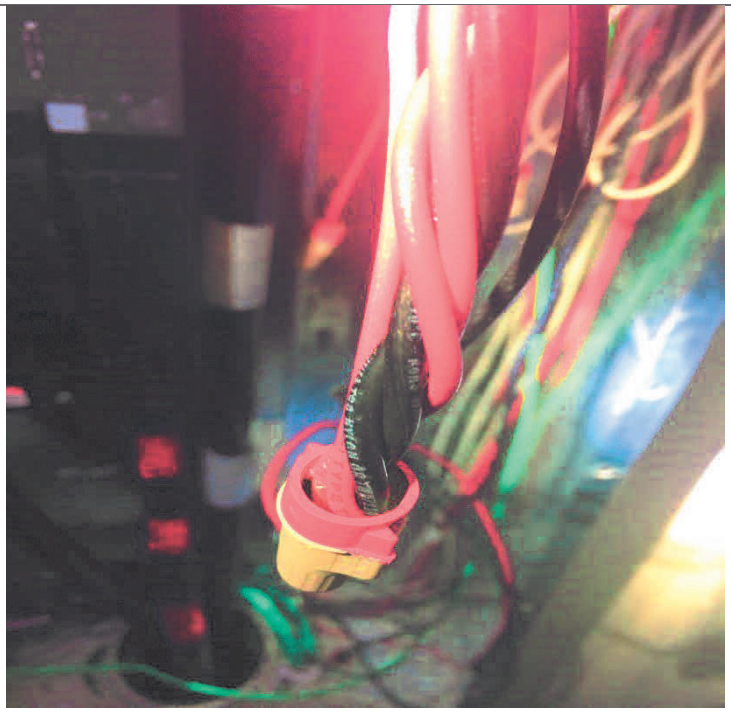
2. **Photo Description – Condenser disconnects are located behind the units not allowing adequate working space for the disconnect.**



3. **Photo Description – Panel LE - Wire joints in the panel have exposed copper past the covering of the connector.**

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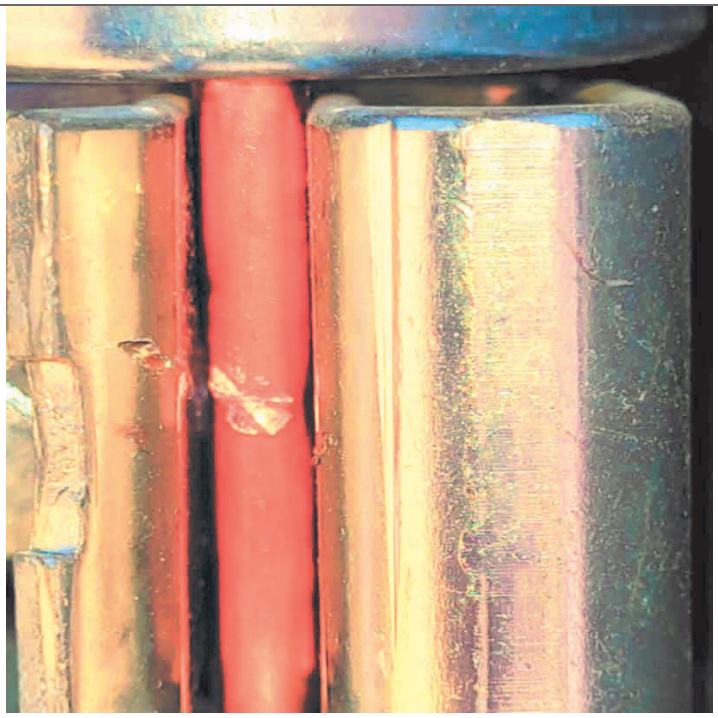

4. **Photo Description – Main Service – fuse installation method caused damage to the fuse and fuse clips.**

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Section 9 Installation/Pre-startup Checklists.

The Installation/Pre-startup Checklist is a document that provides key information and allows tracking of the construction activities and progress. It documents that the equipment is installed properly, adequately accessible, in good condition, and ready for startup and functional performance testing.

- A checklist will be issued for each major piece of equipment or for components in a system. CxA will determine what will be included in each checklist.
- The CxA will provide the checklists to the contractor. If the contractor has his own checklists, he may use them upon agreement from the CxA.
- The contractor will complete the checklists and return them to the CxA.
- The contractor should return the checklists to the CxA as he completes them.
- Equipment checklists must be returned to the CxA before commencement of functional performance testing of that equipment or system.

See Figure 9-1 for an example checklist.

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Figure 9-1 Example Checklist

AC-3.2

Checklist

Equipment Tag: AC-3.2 *Complete By:* *Notes:*

System: Rooftop Air Conditioning *Checklist Type: Pre-Functional*

Date: *Equipment Type:* Air Handler Unit

Item No.	Description	Answer	Comment
1.	Correct model number and configuration		
2.	Unit free of damage		
3.	Damaged paint surface repaired.		
4.	Coil surface area is free of damage.		
5.	All access doors open fully and freely		
6.	Manufacturer's startup completed an report attached.		
7.	All shipping bolts and installation materials are removed.		
8.	Access clearance maintained.		
9.	Record drawings accurate.		
10.	Access is provided to all dampers and sensors (access doors installed)		
11.	Smoke detector installed in supply duct and return duct.		
12.	Ductwork is clean and free of debris.		
13.	Flex connector installed at supply and return duct connections.		
14.	Condensate drain piping routed to roof drain.		
15.	All condensate drain pipe insulated.		
16.	Disconnect and safety switch installed.		
17.	Supply fan and motor lubricated and aligned.		
18.	Return fan and motor lubricated and aligned.		
19.	Unit starts ad runs without any unusual noise or vibration.		
20.	Test and balance complete.		

Note: This is an example and can be reconstructed to match the functional testing required

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Section 10 O&M Manual Reviews

The Contractor will forward a copy of each related O&M manual submittal to the CxA for review. The draft of the O&M manual should be completed and submitted for review 90 days after approved equipment submittals are returned to the contractor. Since each specification section is a different O&M manual section, the O&M manual can be completed and submitted one section at a time.

See Figure 10-1 for an example Submittal Review report.

Figure 10-1 – Example Submittal Review

TBD

Section 11 Issue Log Description

All issues identified during the course of the project shall be tracked using the Facilities Management database Issues Log (TBD). The purpose of the Issues Log is to communicate issues identified during the course of the project to the commissioning team and track those issues to resolution. All issues shall have responses within two weeks from identification.

The Issues Log shall contain detailed descriptions of problems identified during the construction phase, along with recommended corrective actions. Each issue is tracked in a database with the following information:

- Unique identifier
- Date of issue identification
- Applicable test number
- Applicable system or equipment number
- Location of issue
- Description of issue
- Recommended corrective action
- Responsible party
- Expected date of response

Issues can be sorted by any of the above information and provided to the commissioning team in customized reports. See Figure 11-1 for an example Issues Log report.

TBD

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Figure 11-1 Example Issues Log Report

TBD

Figure 10-1 – Example Submittal Review

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Section 12 Functional Performance Tests

The CxA shall develop Functional Performance Tests to demonstrate that the commissioned systems and equipment operate properly in all modes of operation. Testing shall begin at the component level and progress upwards in complexity to the equipment and system level. When all systems have passed their functional performance tests, the systems shall be tested together to verify operation as a whole in a building wide System Integration Test.

Each FPT is written in a pass/fail format, with yes being the correct response and no being a failed response. Prior to testing the CxA will provide the FPT procedures to the Contractor and all applicable subcontractors for review.

The Contractor shall complete and submit all applicable equipment pre-functional checklists prior to scheduling of testing. When the equipment and systems are ready to test, the FPT will be scheduled for a time mutually convenient to the Contractors and the CxA. The CxA will orchestrate the Functional Performance Test and provide attendee sign-in sheets shall be used to verify the attendance of all witnesses. The Contractor shall be responsible to provide personnel and equipment to perform the testing and to correct problems found during the testing.

If the total time required to correct minor problems during testing is greater that fifteen (15) minutes, the test shall be considered failed and must be repeated in its entirety. If a major problem is discovered during the test, the Contractor shall correct the problem. Prior to retesting, the Contractor shall submit to the CxA the required data indicating that the deficient items have been corrected. After review of this information by the CxA, a retest will be scheduled. During the course of the retest, if at any point a major deficiency is discovered, the test will be stopped.

See Figure 12-1 for an example FPT.

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Figure 12-1 Example FPT

VAV-1-2.3

FUNCTIONAL PERFORMANCE TEST

Equipment/Systems: VAV-1-2.3	*Test Supervisor:*	*Discipline:* Mechanical
Test Date:	*Witnesses:*	*Notes:* Exterior Zone
Test Time:	*Equipment Type:* VAV Terminal Uni:	

Item No.	Description	Answer	Comment
1.	Setting Verification		
2.	Record the maximum airflow (L/M).		
3.	Record the minimum airflow (L/M).		
4.	Record the flow area (sqm/m).		
5.	Record the programmed pick up gain (PUG).		
6.	Record the temperature dead band (*F).		
7.	Space Sensor Verification		
8.	Is the space temperature sensor communicating with the terminal unit?		
9.	Is the space temperature sensor communicating with the BAS?		
10.	Is the space temperature sensor located such that it is out of the supply air flow?		
11.	Is the space temperature sensor located such that it is away from the external heat sources?		
12.	Record the space temperature sensor reading (*F).		
13.	Record the cooling setpoint (*F).		
14.	Is the programmed cooling setpoint programmed for 72 *F?		
15.	Record the heating setpoint (*F).		
16.	Is the heating setpoint programmed for 68*F		
17.	Record the heating setpoint night setback temperature setpoint (*F)		
18.	Is the heating night setback temperature programmed for 68*F?		
19.	Cooling Mode Verification		
20.	Verify or make the appropriate air handling unit in the "Occupied" mode.		
21.	Record the discharge air temperature from the air handling unit (*F).		
22.	Make zone temperature > cooling setpoint + 2*F.		
23.	Is the supply air damper modulating to maintain the maximum scheduled airflow?		
24.	Record the damper position open (% open)		
25.	Record the airflow achieved (L/M).		
26.	Record the discharge air temperature at diffuser (*F).		
27.	Is the discharge air temperature appropriate for cooling mode?		
28.	Make zone temperature < cooling setpoint – 1 *F.		
29.	Is the supply air damper modulating to maintain the minimum scheduled airflow?		

Note: This is an example and can be reconstructed to match the functional testing required

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Section 13 Training

The CxA will review training materials prior to scheduled training sessions. These reviews are to verify that that the trainees receive pertinent information to operate and maintain the facility according to the manufacturer's instructions and the OPR. The contractors will submit proposed training agendas and materials to the CxA for review and comment at least sixty (60) days before the anticipated training date. The contractor will incorporate and modify the proposed material based on these comments and other comments submitted by the Owner or the Architect. The contractor will coordinate with the Owner's O&M personnel for a mutually convenient time to conduct the training sessions.

Section 14 Lessons Learned Workshop

After final completion, a lessons-learned workshop will be held to determine what went well during the project and what could be improved in the next project. This workshop will focus on the identification and documentation of clear and unbiased views of all team members. The information gained during this workshop may then be integrated into the next construction project in order to improve the process.

The lessons learned workshop will use a nominal group process to facilitate discussion. The workshop will be facilitated by the CxA to elicit the key concerns of the project team. The workshop will be organized to encourage the identification of all relevant issues and to encourage the interaction and discussion among all team members.

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Trenton Jacobs

From: Trenton Jacobs
Sent: Monday, February 28, 2022 4:00 PM
To: Chris Ball; Jeffrey Hancock; Christi Stromberg; Rory M. Tierney; Nathan Pearl; Daniel Shea; Thomas Solis
Cc: Dale Butler
Subject: RE: WilCo CAT5-6 cable colors

Updates to Cable colors for POTS lines…

Badge Readers = RAINBOW
Public Safety = RED
POTS Lines = GRAY
Security (cameras and connect to Lenel Panel) = YELLOW
IT Data Drops, Light Controls, A/C = BLUE
IT Wireless AP = WHITE

Trenton H. Jacobs, AIA
County Architect

WILLIAMSON COUNTY 1848 FACILITIES

3101 SE Inner Loop
Georgetown, TX 78626

512-943-1193 Office
512-966-9472 Mobile

Surveys can be completed at: Customer Feedback
Should you need Facility Maintenance Services please submit a work order at: Service Request

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From: Trenton Jacobs
Sent: Friday, November 12, 2021 12:19 PM
To: Chris Ball <cball@wilco.org>; Jeffrey Hancock <jeff.hancock@wilco.org>; Christi Stromberg <CStromberg@wilco.org>; Rory M. Tierney <rory.tierney@wilco.org>; Nathan Pearl <npearl@wilco.org>; Daniel Shea <dshea@wilco.org>; Thomas Solis <tsolis@wilco.org>
Cc: Dale Butler <dbutler@wilco.org>
Subject: RE: WilCo CAT5-6 cable colors

Based in Chris's feedback current standard colors for cabling…

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Cabling Specification

Department of Technology Services

4/1/2020

Chris Ball
Infrastructure Engineer

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Table of Contents

I. GENERAL **3**
A. Purpose 3
B. Scope of Work - Typical 3
C. Applicable Regulatory References 4
D. Wilco Substitution Policy 7
E. Contractor Qualifications 7
F. Warranty 10
II. Installation and Maintenance Guidelines **12**
A. Maintenance of Patch Fields 12
B. Cable Pulling and Termination 12
III. Cabling Systems and Associated Infrastructure **15**
A. Cabling Subsystem I – Horizontal Cabling System 15
C. Cabling Subsystem II – Intrabuilding Fiber Backbone 18
D. Cabling Sub-system III – Interbuilding Fiber Backbone 19
E. Fiber Connectivity 20
F. Cable Pathways 21
G. 19” Racks and Rack-mount Cable Managers 23
H. Cable Accessories 26
I. Communications Grounding Network 26
IV. Network Labeling **29**
A. General Requirements 29
V. Testing and Acceptance **30**
A. General 30
B. Copper Link Testing 30
C. Fiber Testing 30
D. System Documentation 31
E. Test Results 31
Appendix A – Wilco Contractor/Vendor Rules and Regulations **33**
Appendix B – Wilco Cabling Policies and Procedures **37**
Appendix C – Materials List **40**

DocuSign Envelope ID: 5AE22EEF-40DF-4240-BD04-ED5A50BB927D

I. GENERAL

A. Purpose

1. The purpose of this document is to provide a standard defining the structured communications cabling systems to be installed within Williamson County facilities. It is geared toward leveraging our legacy cabling infrastructure while upgrading to more recent technologies in new installations. The goal is to accomplish this in the most economic and systematic fashion possible, and in a manner compliant with the latest codes, cabling standards and industry best practices.

2. Within this document, the facilities owner is Williamson County, and shall be referred to as such, or as “Wilco”, or as “Technology Services”. Bidding low-voltage installers shall be referred to as “Contractor”.

3. This specification defines quality standards and practices common to all Williamson County network cabling specifications.

4. In addition to this global cabling standard, individual projects will also have associated documentation such as Requests for Proposals (RFP), facility drawings, project schedules and requirements pertaining to that job. Such collateral will be referred to in this document as “Project-specific Documentation”, “Project Documentation”, or simply “Construction Documents”. Any conflict between this general specification and any project-specific documentation shall be brought to the attention of Williamson County by the Contractor and must be resolved in writing.

5. It is the responsibility of the installing contractor to evaluate these general recommendations and adapt them effectively to actual projects. Contractor is responsible for identifying and bringing to the attention of Williamson County any design directions that may be improved. All such changes shall be approved in writing from Technology Services.

6. Note that while many portions of this global specification are addressed to "The Contractor", these requirements apply equally to anyone doing the network cabling and infrastructure work within Williamson County, whether those persons are outside contractors or persons directly employed by Technology Services.

B. Scope of Work - Typical

1. Contractor shall be solely responsible for all parts, labor, testing, documentation and all other processes and physical apparatus necessary to turn over the completed cabling system and associated infrastructure fully warranted and operational for acceptance by Technology Services.

2. This specification includes structured cabling design considerations, product specifications and installation guidelines for low-voltage network systems and associated infrastructure including, but not limited to:

    a. Cabling Sub-system 1 – Horizontal Copper

    b. Cabling Sub-system 2 - Intrabuilding Fiber Backbone Cabling

DocuSign Envelope ID: 5AE22EEF-40DF-4240-BD04-ED5A50BB927D

c. Cabling Sub-system 3 – Interbuilding Fiber Backbone Cabling

d. Telecommunications Pathways

e. Communications Racks and Cable Managers

f. Communications Grounding Systems

g. Cabling Labeling and Administration

3. In addition to systems specifications, this document also addresses applicable codes and standards, contractor qualifications and requirements, system warranties and system testing and acceptance.

4. Products to be used in Williamson County network infrastructure projects are listed in “Appendix C” at the end of this document.

C. Applicable Regulatory References

1. Contractor is responsible for knowledge and application of current versions of all applicable standards and codes. In cases where listed standards and codes have been updated, Contractor shall adhere to the most recent revisions, including all relevant changes or addenda at the time of installation.

2. ANSI/TIA:

a. TIA-526-7 (OFSTP-7) (2008) Measurement of Optical Power Loss of Installed Single-Mode Fiber Cable Plant

b. TIA-526-14-B (2010) (OFSTP-14) Optical Power Loss Measurements of Installed Multimode Fiber Cable Plant

c. ANSI/TIA/EIA-598-C (January 2005) Optical Fiber Cable Color Coding

d. ANSI/TIA-568-C.0 (September 2010) Generic Telecommunications Cabling for Customer Premises

e. TIA-568-C.0-1 (September 2010) Generic Telecommunications Cabling for Customer Premises-Addendum 1, Updated Reference for Balanced Twisted-Pair Cabling

f. ANSI/TIA-568-C.1 (February 2009) Commercial Building Telecommunications Cabling Standards

g. TIA-568-C.1-2 (November 2011) Commercial Building Telecommunications Cabling Standard, Addendum 2 General Updates

h. ANSI/TIA-568-C.2 (August 2009) Balance Twisted Pair Communications and Components Standards

i. TIA-568-C.2-2 (November 2014) Balanced Twisted-Pair Telecommunications Cabling and Components Standard, Addendum 2: Additional Considerations for Category 6A Patch Cord Testing

j. TSB-155-A: Guidelines for the Assessment and Mitigation of Installed Category 6 Cabling to Support 10GBASE-T

k. TSB-184: Guidelines for Supporting Power Delivery Over Balanced Twisted-Pair Cabling

DocuSign Envelope ID: 5AE22EEF-40DF-4240-BD04-ED5A50BB927D

l. ANSI/TIA-568-C.3 (June 2008) Optical Fiber Cabling Components Standard

m. ANSI/TIA-568-C.3-1 (December 2011) Optical Fiber Cabling Component Standard- Addendum 1, Addition of OM4 Cabled Optical Fiber and array connectors

n. TSB-4979 (August 2013) Practical Considerations for Implementation of Multimode Launch Conditions in the Field

o. TIA, TSB-140 Additional Guidelines for Field-Testing Length, Loss and Polarity of Optical Fiber Cabling Systems

p. ANSI/TIA-1183 (August 2012) Test Fixtures for Balun-Less Measurements of Balanced Components and Systems

q. ANSI/TIA-568-C.4 (July 2011) Broadband Coaxial Cabling Components Standard

r. ANSI/TIA-942-A (August 2012) Telecommunications Infrastructure Standard for Data Centers

s. ANSI/TIA-942-A-1 (March 2013) Telecommunications Infrastructure Standard for Data Centers, Addendum 1 - Cabling Guidelines for Data Center Fabrics

t. TIA-569-C (May 2012) Telecommunications Pathways and Spaces

u. TIA-569-C.1 (February 2013) Telecommunications Pathways and Spaces Addendum 1- Revised Temperature and Humidity Requirements for Telecommunications Spaces

v. TSB-190: Guidelines on Shared Pathways and Shared Sheaths

w. ANSI/TIA-606-B (June 2012) Administration Standard for Telecommunications Infrastructure

x. TIA-607-C (November 2015) Generic Telecommunications Grounding (Earthing) and Bonding for Customer Premises

y. TIA-607-B-1 (January 2013) Generic Telecommunications Grounding (Earthing) and Bonding for Customer Premises - External Grounding Addendum

z. TIA-607-B-2 (August 2013) Generic Telecommunications Bonding and Grounding (Earthing) for Customer Premises Addendum 2 – Structural Metal

aa. TIA-758-B (April 2012) Customer-Owned Outside Plant Telecommunication Infrastructure Standard

bb. ANSI/TIA-598-C-2005, Optical Fiber Cable Color-coding

cc. TIA-1152 (September 2009) Requirements for Field Test Instruments and Measurements for Balanced Twisted-Pair Cabling

dd. ANSI/TIA-862-A (April 2011) Building Automation Systems Cabling Standard

ee. TIA-1005-A (June 2012) Telecommunications Infrastructure Standard for Industrial Premises

ff. TSB-162-A (November 2013) Telecommunications Cabling Guidelines for Wireless Access Points

gg. ANSI/TIA-4966 (May 2014) Telecommunications Infrastructure Standard for Educational Facilities

3. ISO/IEC

DocuSign Envelope ID: 5AE22EEF-40DF-4240-BD04-ED5A50BB927D

a. ISO/IEC 11801 Edition 2.2: Information Technology – Generic Cabling For Customer Premises

b. ISO/IEC TR 11801-99-1 – Balanced cabling for 40Gbps channels – (2014-2015)

c. ISO/IEC 24764 Edition 1.0: Information Technology – Generic Cabling Systems For Data Centres

d. ISO/IEC 24764-1 - Data Centers - Amendment to add Intermediate Distributor (ID) for large or modular data centers

e. ISO/IEC 14763-2 Edition 1.0: Implementation and Operation of Customer Premises Cabling – Part 2: Planning and Installation

f. ISO/IEC 14763-3 Edition 2 – Testing of Optical Fiber Cabling – methods for inspection and testing of installed optical fiber

g. ISO/IEC TR 29125:2010 Information technology -- Telecommunications cabling requirements for remote powering of terminal equipment

4. National Electric Codes

a. National Electrical Safety Code (NESC) (IEEE C2-2012)

b. ANSI/NFPA 70-2011, National Electrical Code© (NEC©)

c. ANSI/IEEE C2-207, National Electrical Safety Code®

d. National Electrical Code (NEC) (NFPA 70)

5. OSHA Standards and Regulations – all applicable

6. Local Codes and Standards – all applicable

7. BICSI – Building Industry Consultative Services International

e. ANSI/BICSI 005-2013, Electronic Safety and Security (ESS) System Design and Implementation Best Practices

f. Information Transport Systems Installation Methods Manual (ITSIMM), 6th Edition

g. ANSI/BICSI 002-2011, Data Center Design and Implementation Best Practices

h. Network Systems and Commissioning (NSC) reference, 1st Edition

i. ANSI/NECA/BICSI 568-2006, Standard for Installing Commercial Building Telecommunications Cabling

j. NECA/BICSI 607-2011, Standard for Telecommunications Bonding and Grounding Planning and Installation Methods for Commercial Buildings

k. BICSI-003-2014 Building Information Modeling (BIM) Practices for Information Technology Systems

l. Telecommunications Distribution Methods Manual, 13th Edition

m. AV Design Reference Manual, 1st Edition

n. Network Design Reference Manual, 7th Edition

DocuSign Envelope ID: 5AE22EEF-40DF-4240-BD04-ED5A50BB927D

o. Outside Plant Design Reference Manual, 5th Edition

p. Wireless Design Reference Manual, 3rd Edition

q. Electronic Safety and Security Design Reference Manual, 3rd Edition

r. Commercial Installation On-the-Job Training Booklet

s. Telecommunications Project Management (TPM) reference, 1st Edition

8. Anywhere cabling standards conflict with one another or with electrical or safety codes, Contractor shall defer to the NEC and any applicable local codes or ordinances, or default to the most stringent requirements listed by either.

9. Knowledge and execution of applicable standards and codes is the sole responsibility of the Contractor.

10. Any violations of applicable standards or codes committed by the Contractor shall be remedied at the Contractor's expense.

D. Wilco Substitution Policy

1. This is a performance-based specification developed from the experience of Technology Services in providing exceptional solutions for all our facilities and departments. As such, substitution of specified systems is discouraged, but allowed if Contractor strictly follows Substitution Policy outlined below.

2. Contractors offering product substitutions or equivalents are responsible for proving equal or superior mechanical and transmission performance to those products listed herein.

3. The process for substituting products other than those specified is as follows:

    a. Any Contractor wishing to offer structured cabling or associated infrastructure products other than those specified shall submit a request for product substitution in writing no less than one week in advance of bid.

Written requests for substitution shall be accompanied by three samples of the substitution product along with associated drawings, specification sheets and engineering documents for evaluation by Technology Services.

Any copper or fiber cabling products that carry signal shall be accompanied by third party laboratory performance test reports from an ITS/ETL proving equivalency in transmission performance.

4. Equal product acceptance must be received from Wilco in writing to be valid.

5. Contractor shall assume all costs for removal and replacement of any substituted product installed without prior written approval. Such costs shall include but not be limited to labor, materials as well as any penalties, fees or costs incurred for late completion.

E. Contractor Qualifications

DocuSign Envelope ID: 5AE22EEF-40DF-4240-BD04-ED5A50BB927D

1. General

    a. Contractor must have at least 5 years documented experience installing and testing structured cabling systems of similar type and size. Contractor must also provide a list of key installation personnel, their hire dates, and a resume of their experience. Key installation personnel shall include at least one foreman and one journey level installer or technician. By submitting the names of these personnel, the contractor is committing them to the execution of the project outlined in this specification. No temporary labor shall be allowed, all contractor employees shall be full time, and proof showing full time employment must be on file.

    b. Contractor shall have offices and service personnel based with a fifty-mile radius of Williamson County and be capable of same-day response to service calls.

    c. At anytime Wilco can request background checks on personnel working on county property.

Contractor shall employ at least one BICSI Registered Communication Distribution Designer “RCDD”. The RCDD shall provide approval on the design, installation, and documentation of this communications system along with making sure all Panduit Certification Plus System Warranty documentation and requirements are met and submitted to Panduit upon completion of the project. The RCDD must be local to the office where work is taking place.

The contractor shall not subcontract voice/data/video/fiber cabling, termination or testing without the written permission of Panduit and Williamson County. If any work is subcontracted it shall be to an approved Panduit PartnerONE Certified Installer (Silver/Gold/Platinum) in good standing.

Contractor shall have all necessary permits, licenses, and inspections required for the performance of data, voice, and fiber optic cable installations.

Contactor shall be a current Panduit PartnerONE Certified Installer (Silver/Gold/Platinum) or accepted substitute manufacturer (See Substitution Policy). A copy of the corporate manufacturer certification must be included with all quotes.

At least 30 percent of the technicians on the job must have a current Panduit Certified Copper Technicians certificate, or accepted substitute manufacturer, to install copper distribution systems.

At least 30 percent of the technicians installing any Fiber Distribution Systems must have a current Panduit Certified Fiber Technicians certificate, or accepted substitute manufacturer certificate, to install fiber distribution systems

The Telecommunications contractor must provide a project manager to serve as the single point of contact to manage the installation, speak for the contractor and provide the following functions:

- Initiate and coordinate tasks with the Williamson County Project Manager and others as specified by the project schedule.
- Provide day to day direction and-site supervision of Contractor personnel.
- Ensure conformance with all contract and warranty provisions.
- Participate in weekly site project meetings.
- This individual will remain project manager for the duration of the project. The contractor may change Project Manager only with the written approval of Williamson County.

Contractor Project manager must be manufacturer certified in the copper and fiber information transport systems to be installed.

DocuSign Envelope ID: 5AE22EEF-40DF-4240-BD04-ED5A50BB927D

2. References

    a. Communications Contractor shall provide with bid, a list of three reference accounts where similar Data, Voice, Fiber Optic Cable, and related equipment installation work was performed within the last year (twelve-month period).

3. Termination of Services

    a. Williamson County reserves the right to terminate the Communication Contractor's services if at any time the Technology Services Engineer or Facilities Project Manager determines the Communication Contractor is not fulfilling their responsibilities as defined within this document.

Contractor's appearance and work ethics shall be of a professional manner, dress shall be commensurate with work being performed.

Dress displaying lewd or controversial innuendos will strictly be prohibited.

Conduct on Williamson County property will be professional in nature.

Any person in the Contractor's employ working on a Williamson County project considered by Williamson County to be incompetent or disorderly, or for any other reason unsatisfactory or undesirable to the Department of Technology Services, such person shall be removed from work on the Wilco project.

Upon termination, the Communications Contractor shall be restricted from the premises and compensated for the percentage of work completed satisfactorily.

4. Other Contractor Responsibilities

    a. All Contractors working within a Wilco facility are fully responsible for understanding and adhering to all rules and requirements listed in Appendix A – "Wilco Contractor/Vendor Rules and Regulations".

    b. All Contractors working within a Wilco facility department is fully responsible for understanding and adhering to all rules and requirements listed in Appendix B – "POLICY & PROCEDURE CONCERNING ALL ELECTRICAL, TELECOMMUNICATIONS AND NETWORKING INSTALLATIONS AND/OR MODIFICATIONS".

    c. Confirmation of Pathway and Cable Manager Sizing:

        - Wherever cabling pathways or managers are installed, it is the Contractor's responsibility to confirm pathway or manager sizing to represent no more than 35% fill according to manufacturer's fill charts based on projected cable densities when racking systems and cabling pathways are fully populated.
        - Pathways overfilled upon installation will not be accepted and shall be remedied at Contractor expense.

    d. Contractor is responsible for the removal and disposal of all installation and construction debris created in the process of the job. All work areas will be cleaned at the conclusion of the workday and no tools or materials shall be left in a manner as to pose a safety hazard.

Contractor must remove all abandoned cable per Article 800 of the National Electrical Code and per TIA and BICSI standards, recycling these materials where possible. Removal of orphaned cable is mandatory. Contractors must consider this when placing bids.

DocuSign Envelope ID: 5AE22EEF-40DF-4240-BD04-ED5A50BB927D

Contractor shall abide by the regulations set by local Williamson County's Security Policy pertaining to access and conduct while on Wilco property.

Contractor shall all obey all posted speed limits and parking regulations at the Williamson County facilities where the work is being performed.

F. Warranty

1. General

    a. Contractor shall provide a Panduit Certification Plus Warranty on all copper and fiber permanent cabling links.

It is understood the Panduit Certification Plus Warranty is a system performance warranty guaranteeing for 25 years from acceptance that the installed system shall support all data link protocols for which that Category of copper cabling system or fiber OM/OS designation of fiber optic system is engineered to support according to current and future IEEE and TIA standards.

The Panduit Certification Plus Warranty may be invoked only if the cabling channel links are comprised of continuous manufacturer approved components, including patch cords, equipment cords and fiber jumpers.

Upon acceptance of Warranty, Panduit will mail a notification letter to the installer and a notification letter and warranty certificate to Williamson County.

2. Contractor Warranty Obligations

    a. Installation firm (Contractor) must be a current Panduit PartnerONE Certified Installer (Silver/Gold/Platinum) or approved equivalent manufacturer in good standing and shall include a copy of the company installation certification with the bid.

Contractor shall name a supervisor to serve on site as a liaison responsible to inspect and assure all terminations are compliant to factory methods taught in Panduit Technician Certification Training, or approved equal, and according to all Standards cited in the Regulatory References section of this document.

Contractor liaison (project supervisor) shall have a current, up-to-date Panduit Certified Technician (PCT) certificate in both copper and fiber. Copies of the copper and fiber certificates of the Panduit liaison shall be submitted with the bid. These requirements are the same for accepted equivalent manufacturers. See "Substitution Policy" for mandatory procedure when offering substitutions.

Fiber optic cabling system additions and upgrade to existing facilities shall match the fiber type (OM/OS designation) of the system to which it is being installed. Contractor shall under no circumstances mix different OM/OS classes of cable or termination devices (connectors) within the same system.

All intra-building new fiber optic installations shall utilize an appropriate cable construction as specified herein.

All UTP cable pulled and terminated shall be Category 6/6A cable and connectivity whether new or legacy systems.

All UTP terminations within the Williamson County (new) projects shall be terminated using the T568B pin-out (wire map). Legacy additions shall match the copper pin-out of the facility to which cabling is being added-to or upgraded.

Contractor shall install all racking and support structures according to cited Standards in such fashion as to maintain both cited industry standards as well as manufacturer recommendations for uniform support, protection, and

DocuSign Envelope ID: 5AE22EEF-40DF-4240-BD04-ED5A50BB927D

segregation of different cable types,

Contractor is responsible for maintenance of maximum pulling tensions, minimum bend radius, and approved termination methods as well as adhering to industry accepted practices of good workmanship.

Contractor is responsible for understanding and submitting to Panduit all documents required prior to project start to apply for the Panduit Certification Plus Warranty. These include but are not limited to the project information form and SCS warranty agreement. These requirements are the same for accepted equivalent manufacturers. See “Substitution Policy” for mandatory procedure when offering substitutions.

Contractor is responsible for understanding and submitting to Panduit all documents required at project end. These include, but are not limited to completed warranty forms, passing test reports and drawings of floor plans showing locations of links tested. These requirements are the same for accepted equivalent manufacturers. See “Substitution Policy” for mandatory procedure when offering substitutions.

Test results shall be delivered in the tester native format (not Excel) and represent the full test report, summaries shall not be accepted. Contact your Panduit representative for a current list of approved testers, test leads and latest operating systems.

The Communications Contractor will correct any problems and malfunctions that are warranty-related issues without additional charge to Williamson County for the entire warranty period.

The warranty period shall commence following the final acceptance of the project by Williamson County and written confirmation of Warranty from Panduit. These requirements are the same for accepted equivalent manufacturers. See “Substitution Policy” for mandatory procedure when offering substitutions.

<END OF SECTION>

DocuSign Envelope ID: 5AE22EEF-40DF-4240-BD04-ED5A50BB927D

II. Installation and Maintenance Guidelines

A. Maintenance of Patch Fields

1. Any persons, whether with a Contractor or Williamson County, adding or moving copper or fiber optic patch (equipment) cords shall do so in a neat, workmanlike fashion in keeping with the intended cable management concept and according to all industry best practices as outlined in cabling standards and applicable BICSI publications referenced in this document.

2. Persons performing such moves, adds or changes (MACs) shall further adhere to the following:

    a. Use existing cabling management pathways and take care to place cable like with like, maintaining original segregation strategies for separating fiber and copper cables as well as any separation necessary between different types of copper cables.

Cables shall be dressed neatly within patch management pathways with care taken to maintain minimum bend radius of not less than 4 times the cord outer diameter for copper and not less than a 1" bend radius for fiber jumpers as per ANSI/TIA 568-C.0.

All patch cords used shall be of same copper Category or fiber OM/OS designation as the media used in the permanent cabling links.

Patching in all cases shall be done using factory terminated cords manufactured for that purpose. Hand terminated patch cords will not be accepted.

All patch cords or jumpers must be completely contained within supplied cable management paths. Cables draped across the front cabinets or racks will not be accepted and shall be remedied at Contractor's expense.

Any persons installing or moving fiber optic patch cords for any reason will clean the connector with lint-free wipes and 99% or higher isopropyl alcohol before replacing the connector in a patch or equipment port.

Any technicians, whether with Williamson County or Contractors performing moves, adds or changes within patch field will label additions to the system according to the labeling conventions in place at that facility.

Any persons with Williamson County or installing Contractor performing moves, adds or changes within patch field will record the move according to record system in place at that facility.

B. Cable Pulling and Termination

1. General

    a. Contractor is responsible for installing systems according to all applicable codes and the standards cited in this document.

Contractor shall use grommets/bushings to protect the cable when passing through metal studs or any openings that can possibly cause damage to the cable. This includes grommets on ends of hard conduit where used.

Do not deform the jacket of the cable. The jacket shall be continuous, free from pinholes, splits, blisters, burn holes or other imperfections.

Install proper cable supports, spaced less than 5 feet apart, and within manufacturer's requirements for fill ratio and

DocuSign Envelope ID: 5AE22EEF-40DF-4240-BD04-ED5A50BB927D

load ratings.

Leave a pull string to the end of each conduit run. Replace pull string if it was used for a cable pull.

Note service loops may not touch the drop-ceiling assembly. Any portion of the communications cabling contacting ceiling structures must be remedied at the Contractor expense.

Label every cable within 12 in. of the ends with self-laminating wire wrap cable appropriate to that cable size. Use a unique number for each cable segment as required by the project documentation and the labeling section of this document.

Dress the cables neatly with hook and loop fire retardant cable ties. Plastic ties are NOT approved

Contractors installing cabling systems in Williamson County facilities shall install plenum rated cable in all instances. Non-plenum cable is not allowed and shall be removed at Contractor's expense.

2. Copper

    a. When making additions to legacy systems, Contractor shall match the cabling configuration (pinout) of the existing systems. Legacy systems at Williamson County are in most cases T568B.

Within all new installations within Williamson County facilities, contactor shall use copper pinout T568B.

All four pair Category 6/6A cable runs shall be kept to a maximum permanent link length of 83 meters when using a total 10 meters of 28 awg" small diameter" patch cords.

Use low to moderate force when pulling cable. Maximum tensile load may not exceed 25' lbs. maximum pulling force per 4 pair cable.

No pathway, including conduits shall have greater than a 35% fill per manufacturer fill charts. Contractor is responsible for bringing to the attention of Williamson County project manager any insufficiently sized conduit or cable pathways discovered on site or in project documentation.

Keep Category 6/6A cables as far away from potential sources of EMI (electrical cables, transformers, light fixtures, etc.) as required in cited TIA Standards.

All copper horizontal cabling shall have slack service loops no less than 12" at the work area (equipment outlet) and not less than 3 feet in the telecommunications room.

Service loops may be wall mounted or contained in pathways or racking systems if done in a neat, workmanlike fashion using concentric circles or s-turns.

All UTP patching shall be accomplished using modular patch panels as indicated elsewhere in this document.

All removed copper cable is to be disposed of in a Williamson County recycling bin designated for "copper" or removed from the property to be disposed of by Contractor if this is the instructions in the project documentation.

3. Fiber

    a. When making additions to legacy systems, Contractor shall match the fiber type and fiber connectors used within that system.

Within all new fiber installations within Williamson County, contactor shall utilize an approved fusion splice termination method. See product section and Appendix C for details.

DocuSign Envelope ID: 5AE22EEF-40DF-4240-BD04-ED5A50BB927D

When installing fiber cable, Contractor shall maintain a minimum bend radius, both under pulling load and static (installed), per requirements outlined within TIA standards, or manufacturer's recommendations, whichever is the most stringent.

Fiber terminations shall be done according to recommendations of TIA, manufacturer's requirements and accepted industry best practices.

All unjacketed fiber shall be contained within appropriate fiber enclosures. Exposed tight-buffered or loose-tube strands will not be tolerated and shall be remedied at Contractor's expense.

Contractor shall perform test setup and testing according to guidelines in the "Testing and Acceptance" section of this document.

<END OF SECTION>

DocuSign Envelope ID: 5AE22EEF-40DF-4240-BD04-ED5A50BB927D

III. Cabling Systems and Associated Infrastructure

A. Cabling Subsystem I – Horizontal Cabling System

1. Horizontal Cabling systems will NOT be utilized within the Rackspace. There will be 1U between the Patch Panel and the next to allow a 48P Switch to fit in-between and the utilization of 1ft Cables will be used.

2. Metal Conduit

    b. Contractor shall size conduit large enough to accommodate at least 50% growth. I.e. conduit for 4 cables shall be sized to accommodate 6 cables at less than 40% calculated fill based on cable OD.

3. Equipment Outlets (Faceplates)

    a. When adding horizontal cabling to existing facilities within Williamson County, Contractor shall match the existing cable plant regarding color of existing raceway and faceplates.

Flush mount faceplates in new projects shall be Panduit Mini-Com® faceplates (or approved equivalent) with label fields as called for in the project documentation.

- Faceplates with no labels shall include painted combination head screws.
- The faceplates shall mount to standard U.S. NEMA boxes and adapters with screw-to-screw dimensions of 3.28" (83.3mm).
- Faceplates shall be available with or without labels.
- Dedicated sloped versions shall be available for improved bend radius control and decreased requirements in wall depth.
- Each faceplate shall accept Mini-Com ® modules that can be individually inserted and removed as required.

    b. See Appendix C for faceplate part numbers.

4. Equipment Outlets – Surface Boxes

    a. Wireless access points on walls and ceilings utilize Category 6A horizontal runs (drops)

        - Terminated at location with TX6A™ Category 6A Field Term RJ45 Angled Plug

    b. IP Cameras on walls and ceilings utilize Category 6A horizontal runs (drops)

        - Terminated at location with Two-hole Boxes (Ceiling) or Junction Box with Mini-Com single gang vertical faceplate (Wall).

    c. Two-hole boxes shall further meet the following requirements:

        - Boxes shall be in electric ivory or international white as called for in project-specific documentation.
        - Able to accept all Mini-com ® Modules
        - Include mounting screws and adhesive tape

DocuSign Envelope ID: 5AE22EEF-40DF-4240-BD04-ED5A50BB927D

- Be compatible with Panduit® LD3, LD5, and LD10 Raceway.

5. Copper Jacks

   a. Modular jacks shall be Panduit Category 6/6A Mini-Com® TG-Series Jack Modules (or approved equivalent) and have the following characteristics.

      - The eight position modules shall be used in all work areas and shall meet the connector requirements of the TIA/EIA Category 6/6A standard.
      - The wiring scheme label shall be available with both T568A and T568B wiring schemes.
      - The modules shall terminate four pair 24 and 22 AWG 100-ohm solid unshielded twisted pair cable.
      - The modules shall be universal in design, including complying with the intermate ability standard IEC 60603-7 for backward compatibility.
      - Category 6/6A modules shall have UL and CSA approval. The modules shall have ETL verified Category 6/6A performance and ISO Class E performance (as defined in ISO/IEC 11801) in both the basic and channel links.
      - They shall be rated for 75°C maximum operating temperature heat capacity.
      - They shall be universal in design, accepting six or eight pair modular plugs without damage to the outer module contacts.
      - The modules shall be able to be re-terminated a minimum of 10 times and be available in 11 standard colors for color-coding purposes.
      - The module shall snap into all Mini-Com® outlets and patch panels.

Consult project documentation for jack color coding in use for that installation.

See Appendix C at the end of this document for part numbers.

6. Category 6/6A Unshielded Twisted Pair Cable

   a. Category 6/6A UTP cable shall be plenum jacket.

For cable colors on actual project, consult the project documentation.

See Appendix C at the end of this document for cable part numbers.

7. Distributor I (Horizontal Patch Panels) – standard density patch panels

   a. Williamson County copper patch panels in the horizontal patch fields shall be flat 1 RU or 2 RU Mini-Com® type with frames of either metal or molded polymer.

      - Patch panels shall be available in standard density 24 and 48-port configurations.
      - Patch panels include pre-numbered labels with writable surface

For instructions for which patch panel to use consult project-specific documentation.

For detailed part numbers see “Appendix C” at the end of this document.

DocuSign Envelope ID: 5AE22EEF-40DF-4240-BD04-ED5A50BB927D

8. Small Diameter Category 6/6A Copper Patch Cords

    a. Copper patching of Category 6/6A links in Williamson County facilities shall use Panduit 28 awg “small diameter” patch cords having the following characteristics:

        - Cable diameter not more than 0.150 in. (3.8mm) nominal.
        - FCC and ANSI compliance: Meets ANSI/TIA/EIA-1096-A; contacts plated with 50 micro inches of gold for superior performance.
        - IEC compliance: Meets IEC 60603-7 c (UL) US listed: UL 1863, CSA standard C22.2.
        - PoE compliance: Meets IEEE 802.3af and IEEE 802.3at for PoE applications in bundle sizes up to 48 cables.
        - Operating temperature: 14°F to 140°F (-10°C to 60°C).
        - Storage temperature: -40°F to 158°F (-40°C to 70°C).
        - Plug housing: UL94V-0 rated clear Polycarbonate.
        - Contacts: Gold plated phosphor bronze.
        - RoHS compliance: Compliant.
        - Flammability rating: CM/LSZH dual rated.

For in telecom patch fields, Wilco projects use color coded small diameter patch cords to indicate various circuits. These colors and circuits they represent are as follows:

Blue = Common Data Drops
Black = Utility (AC/Building Maint.)
Yellow = Security (Cameras/Door Access)
White = Wireless AP
Red = Public Safety

Consult project documentation for how color coding is to be used on that job.

See Appendix C for part numbers.

9. Surface Mount Raceway – Wall Mount

    a. Panduit LD-Series or T-Series Raceways.

10. Modular Furniture Raceway

    a. Office and administrative areas repurposing used modular furniture may require additional cable pathway space and shall utilize Pan-Way ® Office Furniture Raceway System, or approved equivalent.

    b. Such modular furniture raceway shall provide cable paths along the top of modular furniture partitions dropping services (equipment outlets) at work surface level.

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c. Modular furniture raceway must meet the following requirements:

- UL listed in accordance with UL-5C requirements for Class 2 Communication Cable Management Systems.
- Maintains bend radius control throughout the entire office furniture raceway system as required by TIA/EIA-568-B and 569-B.
- Faceplates are compliant with the labeling requirements of the TIA/EIA-606-A standard.
- Robust design and tamper resistant closure increases product stability and prevents damage to cabling during and after installation.
- Product supplied with adhesive backing for fast and easy installation.
- Creates a virtually invisible solution for routing data cables on panels from all common manufacturers with a top cap width between 1.88" and 2.30".
- Designed for use with Mini-Com ® Connectivity, also accepts all common manufacturers' connectivity with use of a NEMA standard 70mm faceplate or module frame.

Consult Appendix C for part numbers.

11. Power and Communications Poles

a. Many Wilco offices use power/communications poles to deliver power and data cables from the ceiling into the work area space below.

b. See Appendix C for part numbers for 11' and 13' power/communications poles.

C. Cabling Subsystem II – Intrabuilding Fiber Backbone

a. Intrabuilding single mode Fiber Trunks are for Use within Buildings.

b. On additions to existing Williamson County fiber cable plant, Contractor shall match existing fiber and connector types.

c. In new Williamson County projects, backbone fiber running between telecom spaces within buildings (cabling subsystem II) shall be single mode Opti-Core® Fiber Optic Indoor Plenum Rated Interlocking Armored Cable and shall further have the following characteristics:

- Used in intrabuilding backbone, building backbone, and horizontal installations for riser (OFCR), plenum (OFCP), and harsh environments
- Interlocking aluminum armor eliminates the need for inner duct or conduit to provide a smaller crush resistant pathway for design flexibility and a lower installed cost
- Fiber strand count listed in drawings.
- Sheath markings provide positive identification, quality traceability, and length verification
- 900µm standards-based color-coded buffer coating protects fibers during handling and allows for easy identification and stripping
- Cable design and flexible buffer tubes allow for quick breakout and ease of routing

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Contractor shall terminate tight-buffered cable constructions with Panduit Opti-cam LC fiber connectors.

See Appendix C for part numbers.

D. Cabling Sub-system III – Interbuilding Fiber Backbone

1. Single mode Fiber Trunks for Use Between Buildings

    a. On additions to existing Williamson County fiber cable plant. Contractor shall match existing fiber and connector types.

In new Williamson County projects, backbone fiber running between buildings (cabling subsystem III) shall be Panduit Opti-Core® Gel-Free Fiber Optic Indoor/Outdoor All-Dielectric Cable, or approved equivalent.

Loose tube outside plant cable shall be terminated in the entrance facility using approved Panduit fusion pigtails with appropriate Panduit fan-out kits, splice trays, and splice holders.

Fanout kits shall have the following properties:

- Used to build up 250µm fiber to 900µm loose buffered coating size for connector termination
- • Include 900µm hollow tubing and plastic housings
- • Include adhesive tape for mounting
- • Include TEFLON* powder for easy insertion of fibers

Refer to Appendix C for part numbers.

Interbuilding fiber trunks must have the following features:

- Allows installation using loose tube cable methods within buildings and outdoor environments for transitional aerial and duct applications, and in entrance facilities that require plenum (OFNP) rated cable
- Eliminates the need for building entrance transition point
- All-dielectric cable construction requires no grounding or bonding
- UV resistant cable sheathing meets the light absorption requirement defined by Telcordia GR-20, Issue 2 to withstand harsh outdoor environmental demands
- Dry water-blocking technology allows rapid cable preparation and termination for lower termination costs and time (no messy gel required)
- Available in 6 and 12-fiber counts in “central loose tube” design, and in 24, 36, 48, 72, 96 and 144-fiber counts in a “stranded loose tube” design
- Sheath markings provide positive identification, quality traceability, and length verification
- 250µm buffer coating protects fibers during handling and allows for ease of stripping

See Appendix C part numbers.

DocuSign Envelope ID: 5AE22EEF-40DF-4240-BD04-ED5A50BB927D

E. Fiber Connectivity

1. LC Fiber Connectors

    a. All LC terminations shall be done with Panduit fusion splice pigtails See Appendix C for part numbers on fiber connectors.

2. Fiber Enclosures

    a. Fiber cable terminations shall be contained in 2 RU or 4 RU Panduit FCE series rack mount fiber enclosures, or Wilco approved equal.

    b. Contractor shall select enclosure size as needed for the number of fibers projected to be in that telecommunication space when fully populated.

    c. Contractor shall fill any unused enclosure space with a blank fiber adapter panel (FAP).

    d. FCE enclosures shall further have the following properties:

        - Be able to hold QuickNet ™ Fiber Optic Cassettes, Opticom ® Fiber Adapter Panels, or splice modules.
        - Have a slide-out, tilt-down drawer to provide full front access to all fibers and cables.
        - Employ integral bend radius control and cable management appliances for fiber optic patch cords.
        - Have rear cable management for proper slacking/spooling of trunk cable breakouts and interconnect cables.
        - Have multiple trunk cable entry locations and include fiber optic cable routing kit (grommets, cable ties, spools, strain relief bracket, and ID/caution labels) for different installation configurations.

See Appendix C for part numbers.

3. Fiber Adapter Panels

    a. FCE fiber enclosures shall be populated with fiber adapter panels containing either 6 LC single mode duplex fiber adapters, or 12 LC single mode duplex fiber adapters depending on the density needs of the telecom room.

    b. Consult project documentation to determine whether 6 or 12 LC single mode duplex adapters are to be used on a given job.

Contractor is responsible to blank out any enclosure spaces where adapter panels are not used.

Adapter panels shall further have the following features:

- Loaded with TIA/EIA-604 FOCIS-10 compatible adapters.
- Exceed TIA/EIA-568-B.3 requirements.
- Adapter housing colors follow TIA/EIA-568-C.3 suggested color identification scheme.
- Snap quickly into the front of all Opticom ® components
- Accept FOCIS-10 compatible senior LC connectors at either end or FOCIS-10 junior LC connectors at the inside end for behind the wall applications.

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- Both ends accept FOCIS-10 compatible senior LC connectors.
- Junior end also accepts FOCIS-10 compatible junior (fixed ferrule/springless) SC connectors.
- Choice of phosphor bronze or zirconia ceramic split sleeves to fit specific network requirements; zirconia ceramic split sleeves are recommended for OM4/OM4 multimode and OS1/OS2 single mode applications.
- Every adapter is laser marked with Q.C. number to assure 100% traceability.

Consult Appendix C for fiber adapter panels and blank adapter panels.

4. Fiber Patch Cords

   a. Fiber patch fields within Williamson County facilities shall utilize riser rated singlemode LC fiber jumpers (fiber patch cords) that have the following properties:

      - LC Duplex Fiber Optic Patch Cords, to allow users easy accessibility in tight areas when deploying very high-density LC patch fields.
      - Jumpers shall be available in OS1, OS2 and single-mode and be available in in riser (OFNR), plenum (OFNP), and low smoke zero halogen (LSZH) rated jacket materials.

See “Appendix C” at the end of this document for single mode LC jumper part numbers.

F. Cable Pathways

1. Overhead Metallic Pathway

   a. Cable delivery over racking systems in telecommunications rooms shall be done with Wyr-Grid® overhead cable tray routing system or College approved equal.

   b. Any pathway offered must have the following properties:

      - Wyr-Grid® Pathways are provided in four widths: 12" (305mm), 18" (457mm), 24" (610mm), and 30" (762mm).
      - Wyr-Grid® System incorporates non-integral Snap-On sidewalls which minimize specification requirements and are offered in three different heights: 2" (50mm), 4" (102mm), and 6" (152mm).
      - Wyr-Grid® Splice Connectors have an integral bonding screw that creates a mechanical-electrical bond between cable tray pathway sections.
      - Wyr-Grid® Waterfalls are offered in two different configurations that attach to all pathway sections: 12" (305mm), 18" (457mm), 24" (610mm), and 30" (762mm) to facilitate bend radius control and cable management.
      - Wyr-Grid® Support Brackets are offered in various widths to accommodate pathways: 12" (305mm), 18" (457mm), 24" (610mm), and 30" (762mm); have integral quick-clip retention; accommodate 1/2" or 12 mm threaded rods.

   c. All metallic cable trays must be grounded, and all sections bonded in accordance with listing requirements for the system and per TIA 607-B including most recent revisions, TSB and addenda.

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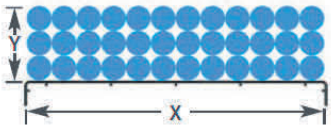
d. Contractor is responsible sizing all pathways to represent no more than a 35% fill upon installation per manufacturer's fill chart below:

Wire Fill for Wyr-Grid® Overhead Cable Tray Routing System



X (in.)	Y (in.)	Internal Area (in^2)	Category 6A (SD) Diameter 6.1mm 0.240"	Category 6A Diameter 7.6mm 0.300"	Category 6 Diameter 6.1mm 0.240"	X (in.)	Y (in.)	Internal Area (in^2)	Category 6A (SD) Diameter 6.1mm 0.240"	Category 6A Diameter 7.6mm 0.300"	Category 6 Diameter 6.1mm 0.240"
12.2	2	24.3	269	172	269	24.2	2	48.3	534	342	534
	4	48.7	538	344	538		4	96.7	1069	684	1069
	6	73.0	807	516	807		6	145.0	1603	1026	1603
18.2	2	36.3	401	257	401	30.2	2	60.3	666	427	666
	4	72.7	804	514	804		4	120.7	1334	854	1334
	6	109.0	1205	771	1205		6	181.0	2000	1280	2000

"Y" equates to the height of the Wyr-Grid® Optional Sidewalls. The internal area defines the allowable fill capacity based on the Wyr-Grid® Pathway width and optional sidewall height. The Wyr-Grid® Pathway cable fill is based on NEC allowable fill of 50%.
The above cable diameters represent the nominal Panduit cable diameter per performance level.

All cable trays and grounding conductors should be clearly marked in accordance with manufacturer's instructions, applicable codes, standards and regulations.

Contractor shall take care to segregate and protect armored fiber from copper cabling in metallic pathway.

Bundled copper and fiber backbones shall be dressed to maintain segregation of cable types throughout the pathway. Innerduct or separate fiber duct is not necessary, due to armored construction on fiber backbone.

See Appendix C for part numbers.

2. J-Hooks

e. J-hook systems used by Williamson County shall be Panduit "J-Pro" series, or approved equivalent.

Contractor installing J-hook systems shall space them no more than 5 feet apart as per TIA 569-C standard.

J-Hook Sizing shall be no greater than 2" and a maximum bundle size of 24 cables. If J-hooks are deemed too small by above criteria, Contractor shall bring this to the attention of Williamson County for resolution in writing.

J-hook systems used by Williamson County shall have the following properties:

- Patented design provides complete horizontal and vertical 1" bend radius control that helps prevent degradation of cable performance.
- UL 2043 and CAN/ULC S102.2 listed and suitable for use in air handling spaces.
- Pre-riveted assemblies allow for attachment to walls, ceilings, beams, threaded rods, drop wires and underfloor supports to meet requirements of a variety of applications.
- Wide cable support base prevents pinch points that could cause damage to cables.
- Cable tie channel allows user to easily install 3/4" (19.1mm) Tak-Ty ® Cable Ties to retain cable bundle.

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- Durable non-metallic J Hook materials provide the ability to manage and support a large number of cables.
- Material: Black Nylon 6.6 J Hook with metal attachments.

f. See Appendix C for part numbers.

G. 19” Racks and Rack-mount Cable Managers

1. General:

   a. Wilco will often use a “active rack/passive rack” strategy, putting all active electronics on one rack and all associated patching on an adjacent rack. Consult project documentation for details on job.

2. Two-post Communications Racks

   a. 2-post racks will be Panduit black-powdered aluminum (or Wilco approved equivalent) and have the following properties:

      - 19" EIA rack, aluminum.
      - Dimensions : 84.0"H x 20.3"W x 3.0"D (2134mm x 514mm x 76mm).
      - Rack units numbering up from bottom to allow quick and easy location of rack mount items
      - UL listed for 1,000 lbs. load rating.
      - Double-sided #12-24 EIA universal mounting hole spacing with 24 #12-24 mounting screws included.
      - Accepts all Panduit cable management and patch panel products in addition to any industry standard 19" components.
      - Includes paint piercing washers for assembly to assure electrical continuity between components as pert TIA 607-B Bonding and Grounding Standard.

In telecommunications rooms with multi-bay rack rows configured such that patching will take place between racks, Contractor is responsible to include in design interbay routing pathways at the top, middle and bottom of each bay to provide efficient and neat routing between any two points within rack rows.

Interbay routing shall be provided in the form of top troughs, interbay mid-rack path and flanged shelf at the bottom. See rack configuration example below.

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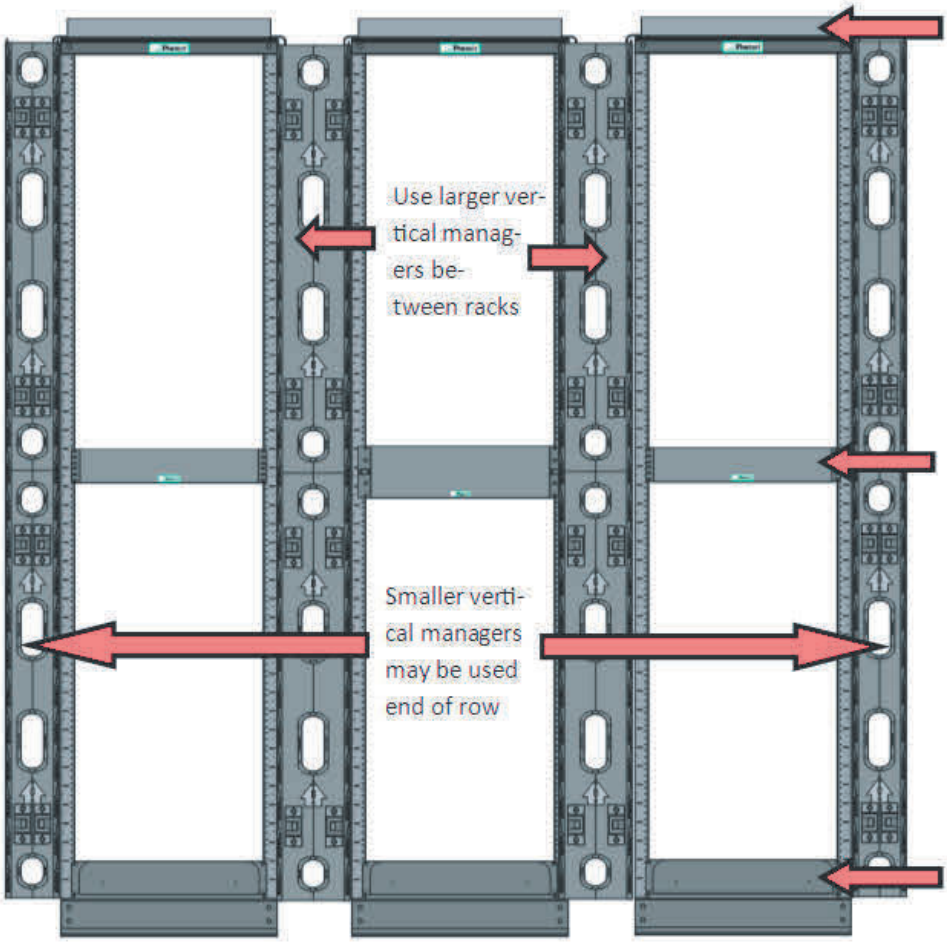
Rack Configuration Example



Size all cable managers to contain no more than 35% fill per manufacturer's fill tables upon installation

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Contractor shall use 4RU trough CMLT19 at the base of each rack.

All racks shall be outfitted with a vertical grounding busbar along one rail, with all equipment bonded to ground according to TIA 607-B Bonding and Grounding Standard. See Bonding and Grounding section of this document for details.

See Appendix C for part numbers.

3. 4 Post Racks

    a. Racks in large equipment rooms and data centers may require 4 post racks. These racks shall have the following properties:

        - Independent adjustable front and rear mounting rails can be adjusted while the rack is secured to the floor
        - Printed rack space identification on all equipment rails allows for quick location of rack spaces, speeding
        - installation of rack mount items (shipped numbers up per TIA606 specifications; can be set to number down by flipping the rails)
        - Rack is UL listed for 2,500 lbs. load rating
        - Rear rail construction provides a clear ventilation path for side ventilated switches
        - Multiple mounting holes in top flanges for securing ladder rack
        - Weld nut construction eliminates the need for a second wrench increasing speed and ease of assembly
        - Multiple mounting locations for vertical power strips on any of the four posts or on the adjustable mounting rails
        - Paint piercing washers included

See Appendix C for 4 post racks part numbers.

4. Rack-mounted Cable Management – Vertical Managers

    a. Vertical cable managers shall be PatchRunner™2 Vertical Cable Management System in sizes 6” wide, 8” wide, or Wilco approved equivalent.

Contractor will use double sided (front and back) vertical managers on 2-post racks.

All vertical cable managers shall have dual hinged doors.

Contractor shall choose vertical cable manager width according to manufacturer’s fill tables to not represent more than a 35% fill at installation based on projected worst-case density when racks are fully populated.

Contractor shall bring to the attention of Wilco any case where the populated rack will exceed 35% upon installation for resolution from the Department of Information Technologies.

Vertical cable managers shall have the following features:

- Large finger openings accommodate up to 24 Category 6 cables

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- Integral cable retainers on the end of each finger to help contain cables within each rack unit
- Bend radius fingers align with rack spaces to support cables as they transition to the vertical pathway
- Dual hinged covers can be opened 110° to the left or right to provide complete access to the cables inside the vertical pathway
- Snap-on cable retainers can be placed on to fingers to help retain cables in channel during installation and maintenance
- Vertical managers include hinged covers, cable retainers, mounting brackets and #12-24 screws

Part numbers are listed in Appendix C.

5. Rack-mounted Cable Management – Horizontal Managers

    a. No horizonal managers will be used, unless there is an absolute need for them.

H. Cable Accessories

1. Cable Ties

    a. Cable bundles on racks and in pathways shall be bundled with re-enterable hook and loop cable ties that come in continuous rolls. NYLON CABLE TIES ARE NOT PERMITTED UNDER ANY CIRCUMSTANCES.

    b. Contractor is responsible for using plenum hook and loop ties in air-return spaces.

See “Appendix C” for part numbers.

2. Physical Security Devices

    a. Some portions of Williamson County networks require additional physical security devices. These take three forms:

        - Devices that block-out copper and fiber ports in patch fields and faceplates that require a special tool for removal.
        - Devices that lock-in copper patch cords and require a special tool for removal of those patch cords.
        - Devices that temporarily or permanently block USB ports on laptops and computers.

Areas where such devices are required will be called out in the project documentation.

See Appendix C for part numbers.

I. Communications Grounding Network

1. General

    a. Contractor is responsible for bonding to ground all newly placed equipment and installed racks or cabinets per the TIA 607-B Standard.

DocuSign Envelope ID: 5AE22EEF-40DF-4240-BD04-ED5A50BB927D

2. Room Busbars

    a. All Telecommunications spaces and distributor rooms shall have installed an appropriately sized wall-mount busbar with BICSI hole spacing that bonds to the building bonding backbone.

    b. See Appendix C for appropriate room telecommunications grounding busbar.

3. Rack and Equipment Grounding

    a. Contractor is responsible for properly grounding all network equipment, racks and cabinets and bonding them to the wall mounted busbars as described in the TIA 607-C standard.

    b. All newly installed racks and cabinets shall have installed a vertical busbar mounted along one equipment rail to serve as a clean, low-resistance bonding place for any equipment not equipped with a designated grounding pad.

Smaller equipment without an integrated grounding pad shall be bonded to the vertical busbar using a thread-forming grounding screw that is anodized green and includes serrations under the head to cut through oxidation or paint on the equipment flange.

Larger equipment (chassis switches) with a designated grounding terminal shall be bonded to the vertical busbar with an EBC (equipment bonding conductor) kit built to that purpose.

Contractor shall take care to clean (wire brush, scotch brite pads) any metallic surface to be bonded down to bare metal and apply a film of anti-oxidation paste to the surfaces prior to effecting the bond.

All bonding lugs on racks and busbars shall be of two-hole irreversible compression type. Mechanical lugs and single-hole lugs will not be accepted and shall be removed and replaced at Contractor's expense.

Every rack or cabinet shall have an individual bonding conductor into the grounding network, serially connecting (daisy-chaining) of racks is expressly forbidden and will not be accepted.

Rack Bonding Conductors (RBC) may tap into an overhead or underfloor aisle ground or may run to the wall-mounted grounding busbar in smaller Telecommunications rooms containing 5 racks or less.

A minimum of every other rack or cabinet shall be outfitted with a properly installed and bonded ESD (electro-static discharge) port along with a wrist strap and lead to be used by any technicians servicing network equipment. On four post racks and cabinets these ESC ports and straps shall be provided on front and back to be accessible and able to reach any active equipment needing servicing.

Armored cables shall be properly bonded to the earthing system on both ends with a kit built to that purpose.

For examples of rack grounding refer to the illustrations below:

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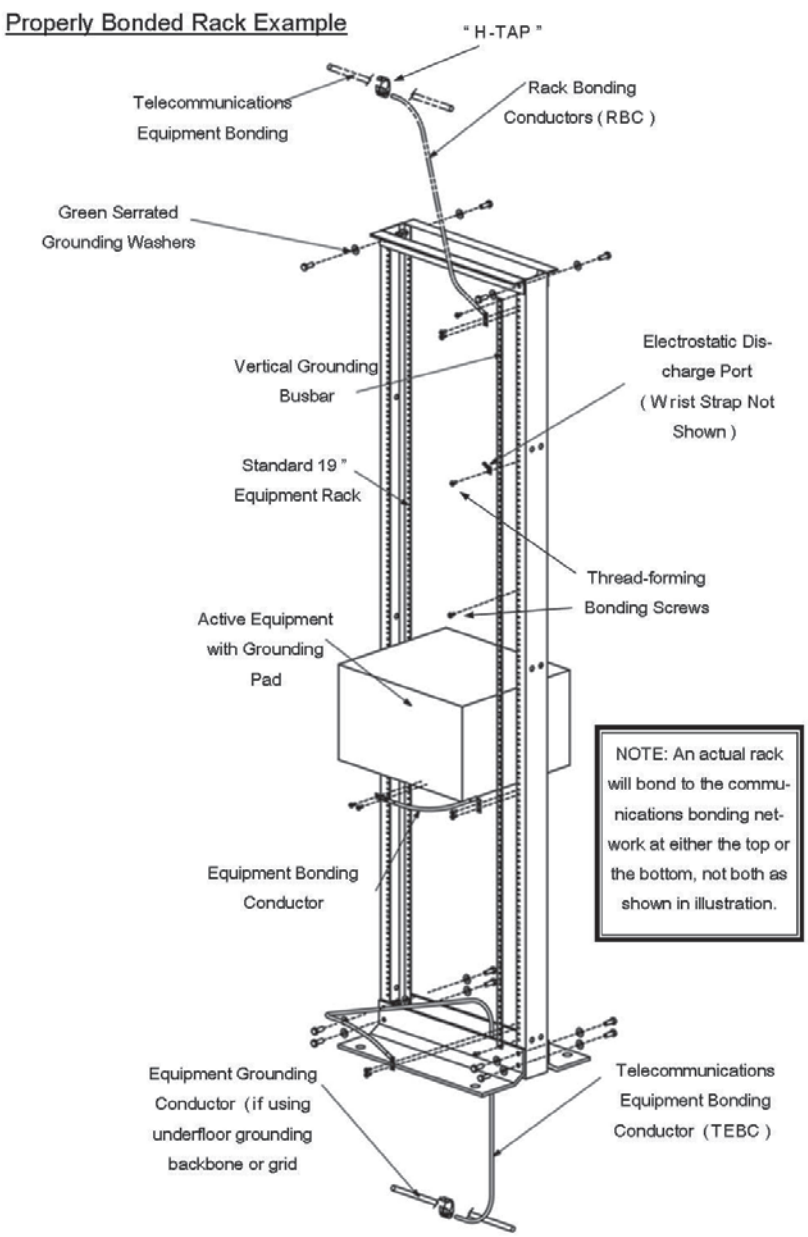

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IV. Network Labeling

A. General Requirements

1. When labeling any Williamson County network system, Contractor shall adhere to the following requirements:

    a. All cabling added to existing “legacy” installations shall follow the labeling convention in place at that location.

    b. All labeling of installed cabling in new projects shall satisfy all requirements of Williamson County.

    c. Contractor shall, wherever possible pre-print labels using Panduit Easy-Mark software and laser jet printer, or Wilco approved equivalent.

    d. The Panduit PanTher (LS8E) hand-held thermal transfer printer or Wilco approved equivalent shall be used on site to print labels that were unanticipated, or that become damaged in application. Preferred Printer: Epson MP300

    e. This labeling strategy shall, at a minimum, clearly identify all components of the system: racks, cables, panels and outlets, grounding, pathways and spaces like telecommunications rooms.

All labeling information shall be recorded on the as-built drawings and all test documents shall reflect the appropriate labeling scheme.

Labeling will Identify the Floor and Port Number. Ex: 1st floor = 1-201, 2nd floor = 2-201, If there is multiple IDFs on a floor they will be separated as A,B. Example: 1st floor A1-201, B1-201, 2nd Floor A2-201, B2-201.

All label printing will be machine generated by either hand-held labeling systems or computer-generated using programs and materials built specifically for communications labeling.

Handwritten labels will not be accepted and must be remedied at Contractors expense.

Cabling system labels shall utilize materials designed to outlast the cabling elements to which they attach. Office quality labels will not be accepted.

Cable labels shall be self-laminating, appropriately sized to the outside diameter of the cable and placed within view at the termination point on each end.

Outlet, patch panel and wiring block labels shall be installed on, or in, the space provided on the device.

Machine-generated labels shall be installed behind the clear lens or cover on any device that provides such an option.

All labels will be permanently affixed to installed cables, patch panels, racks, cabinets, and enclosures.

Conduit shall be marked indicating the identification of the cable within.

Labels shall be legible and placed in a position that insures ease or visibility.

Label type must be as listed in Appendix C - Materials section at the end of this document.

<END OF SECTION>

DocuSign Envelope ID: 5AE22EEF-40DF-4240-BD04-ED5A50BB927D

V. Testing and Acceptance

A. General

1. All cables and termination hardware shall be 100% tested for defects in installation and to verify cabling system performance under installed conditions.
2. All copper pairs or optical fibers of each installed cable shall be tested and verified prior to system acceptance.
3. Any defect in the cabling system performance or installation including but not limited to cable, connectors, feed through couplers, patch panels, and connector blocks shall be repaired or replaced in order to ensure 100% useable conductors or fibers in all cables installed.
4. All cables shall be tested in accordance with this document, the ANSI/TIA Standards, the PANDUIT® ™Certification Plus System Warranty guidelines and best industry practice.
5. If any of these are in conflict, the Contractor shall bring any discrepancies to the attention of the project team for clarification and resolution.

B. Copper Link Testing

1. All twisted-pair copper cable links shall be tested for compliance to the requirements in ANSI/TIA 1152 and ANSI/TIA 568-C.2 for the appropriate Category of cabling installed using a test unit meeting a minimum IEC IIIe level of accuracy.
2. All testers used must have been factory calibrated by the manufacturer within one year of use or according to factory calibration recommendations, whichever is the more stringent.
3. Contractor shall set references according to manufacturer's recommendation prior to each day's testing and reset references anytime tester is left unused for more than two hours.
4. For warranty purposes, Contractor shall perform the appropriate Permanent Link test. Channel Link testing is rendered void by the movement of patch cords and can be run but not used for final acceptance criteria.

C. Fiber Testing

1. All installed fiber shall be tested for link-loss in accordance with ANSI/TIA-C.0 and shall be within limits specified within ANSI/TIA-C.3, or as spelled out in the project documentation.
2. For horizontal cabling system using multimode optical fiber, attenuation shall be measured in **both directions** at 850 nanometer (nm) **and** 1300 nm using an LED light source and power meter.
3. Attenuation testing shall be performed with a stable launch condition using two-meter jumpers to attach the test equipment to the cable plant. The light source shall be left in place after calibration and the power meter moved to the far end to take measurements.

DocuSign Envelope ID: 5AE22EEF-40DF-4240-BD04-ED5A50BB927D

4. Backbone & WAN single-mode fiber cabling shall be power tested at the 1310 and 1550 wavelengths in both directions. OTDR traces shall be performed in both directions at 1310 and 1550 wavelengths. End face termination/connector captures shall be performed on each connector with a passing result.

5. Test set-up and performance shall be conducted in accordance with ANSI/568-C.0 standard, Method B.

6. Where links are combined to complete a circuit between devices, the Contractor shall test each link from end to end to ensure the performance of the system. Only basic link-loss testing with a power meter is required. The contractor can optionally install patch cords to complete the circuit and then test the entire channel. The test method shall be the same used for the test described above.

7. The values for calculating loss shall be those defined in the ANSI/TIA 568-C.3 Standard. If the link loss requirements defined within the standard conflict with those referenced in the project documentation, Contractor shall immediately bring this to the attention of Information Technologies for resolution.

D. System Documentation

1. Upon completion of the installation, the telecommunications contractor shall provide three (3) full documentation sets to Wilco for approval. Documentation shall include the items detailed in the sub-sections below.

2. Documentation shall be submitted within ten (10) working days of the completion of each testing phase. This is inclusive of all test results and draft as-built drawings. Draft drawings may include annotations done by hand. Machine generated (final) copies of all drawings shall be submitted within 30 working days of the completion of each testing phase.

3. Contractor shall submit with drawings a diagram of each telecommunications room with indicating which cabling drops will terminate in which rooms (classrooms). This is both to give an idea of contractor cable plant design, as well as to facilitate future troubleshooting.

4. At the request of the Information Technologies Engineer, the telecommunications contractor shall provide copies of the original test results in tester native format, not spreadsheet.

5. Information Technologies may request that a 10% random field re-test be conducted on the cable system, at no additional cost, to verify documented findings. Tests shall be a repeat of those defined above. If findings contradict the documentation submitted by the telecommunications contractor, additional testing can be requested to the extent determined necessary by Information Technologies, including a 100% re-test. This re-test shall be at no additional cost to the Williamson County.

E. Test Results

1. Documentation shall be provided in electronic format within three weeks after the completion of the project. The media shall be clearly marked on the outside front cover with the words “Project Test Documentation”, the project name, and the date of completion (month and year).

DocuSign Envelope ID: 5AE22EEF-40DF-4240-BD04-ED5A50BB927D

2. The results shall include a record of test frequencies, cable type, conductor pair and cable (or outlet) I.D., measurement direction, reference setup, and crew member name(s). Documentation shall also include test equipment name, manufacturer, model number, serial number, software version and last factory calibration date.

3. Unless the manufacturer specifies a more frequent calibration cycle, an annual calibration cycle is anticipated on all test equipment used for this installation.

4. The test document shall detail the test method used and the specific settings of the equipment during the test as well as the software version being used in the field test equipment.

5. Printouts generated for each cable by the wire (or fiber) test instrument shall be submitted as part of the documentation package. Alternately, the telecommunications contractor may furnish this information in electronic form.

6. The media shall contain the electronic equivalent of the test results as defined by the specification along with the software necessary to view and evaluate the test reports.

7. When repairs and re-tests are performed, the problem found and effective action taken shall be noted, and both the failed and passed test data shall be documented.

8. The As-Built drawings are to include cable routes and outlet locations. Their sequential number as defined elsewhere in this document shall identify outlet locations.

9. Numbering, icons, and drawing conventions used shall be consistent throughout all documentation provided. Williamson County will provide floor plans in paper and electronic (DWG, AutoCAD) formats on which as-built construction information can be added.

10. These documents will be modified accordingly by the Telecommunications Contractor to denote as-built information as defined above and returned to the Williamson County.

11. The Contractors shall annotate the base drawings and return a hard copy (same plot size as originals) and electronic (AutoCAD) form.

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Appendix A – Wilco Contractor/Vendor Rules and Regulations

Wilco Contractor/Vendor Rules and Regulations

Williamson County maintains specific rules and regulations that apply to all contractors and vendors who perform work or provide services. It is the responsibility of the contractor or vendor to ensure that all rules and regulations are always adhered to. Any employee of the contractor or vendor who does not adhere to the rules and regulations will be asked to leave the property and will not be permitted to return. Poor conduct will not be tolerated.

You or your company may not perform any work or services in the building or on the grounds until the following mandatory requirements are met:

1. A certificate of liability insurance for your company must be filed with the Facilities department. The certificate must be current and must meet building insurance requirements for coverage and indemnification.
2. All subcontractors must be approved by Technology Services or Facilities.
3. Each worker, whether employed by your company or by a subcontractor, must possess an understanding of building safety procedures.
4. All permits must be displayed, and a copy must be on file with Facilities.

The following general rules apply to all vendors, contractors and subcontractors:

1. **ALL Facilities are Smoke Free**. No smoking in any area of the buildings, roof or loading docks.
2. All workers are expected to behave professionally. Please remember the importance of your appearance and professionalism in and around our buildings.
3. All contractors must wear proper attire while on the premises. Shirts or hats with profanity are not permitted on the property. All contractor employees must have identification with their company's name on it.
4. All combustible and flammable materials or liquids must be stored properly, and the Facilities Department must be notified of the presence of such materials.
5. Please check in at the Construction site or Facilities department for building access and/or prior to starting any work, unless otherwise specified.

General Requirements:

1) All construction and construction related activities will conform to all State, Local, Federal & OSHA laws
2) Contractor shall ensure that the construction site and adjoining areas including hallways and access ways are always kept clean. Areas not under construction but affected by or used during construction are to be protected from damage. Floors and carpets are to be covered with protective materials.
3) Contractor shall be responsible for the repair of all damages caused by them or their subcontractors.
4) Construction signs and/or barriers visible to tenants and guests of the building must be approved by Facilities prior to installation.
5) Physical or verbal abuse or harassment of any individual is prohibited.
6) Workers will be allowed in area where construction is taking place. All work which requires entering other tenant areas or common areas will be coordinated with Facilities.
7) Work being done outside of the hours of 8:00 am – 5:00 pm must be coordinated with Facilities or Technology Services departments.

Cleaning

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1) It is expected that all areas outside of the work area will be kept clean to include but not limited to:
   a) Common areas
   b) Elevator/Loading dock routes
   c) Exterior areas
2) Work areas must always be kept clean. Each contractor is responsible for removing any trash or debris associated with their work activities. It is the contractor's responsibility to vacuum and dust common areas if work activities create excessive dust and trash
3) It is expected that walk off mats will be used at all areas of entry and exit of the space. The mats should be changed frequently to keep a tidy appearance and upon request of Facilities or Technology Services.
4) It is expected that if construction deliveries coming from the loading docks cause excessive dirt and damage to the existing finish of the common area floors as deemed by Facilities, the contractor will be expected to reimburse the facility for stripping and waxing or cleaning of the carpet. If this policy is not adhered to, the building will take appropriate action and charge back the contractor all costs associated with the activity.
5) If damage does not clean or is unable to be repaired the contractor will be responsible for the replacement of the goods.
6) Utility sinks are to be cleaned if used. No construction waste, paint thinner or other obstructing or hazardous materials are to be poured done the drain or left to clog the sinks
7) Carpets and flooring within the work area as well as the common areas must always be maintained in a clean and undamaged condition. Contractor shall be responsible for any damage and should report any preexisting conditions prior to the commencement of work.
8) Fire Exit doors and/or evacuation pathways must be open at all time and free of debris or clutter
9) There will be a mandatory post work inspection completed. This will consist of a representative from Facilities, along with a representative from the company completing the work. This will be to inspect the work completed, as well as the cleanliness of the area at the finish of the project. The associated post inspection form must be completed and signed by both representatives. Any requests made from the facilities department during this time must be met prior to receiving payment for work. If contractor does not comply with post work inspection, they will be back charged for any costs associated to with the issues.

Construction

1) All Air Handling Returns must be sealed during construction. Contractors must notify Facilities prior to using any products that could generate dust or odors that may migrate into the buildings HVAC system or other tenant spaces. Off hour restrictions may be required.
2) All construction related trash must be properly disposed of in a construction dumpster by contractor. Facilities will approve location.
3) A representative of the Facilities department will attend all weekly job meetings.
4) The owner reserves the right of first refusal on all demo'd materials
5) All Wilco buildings are smoke free
6) Any unused materials such as conduit, wiring, building materials must be disposed of by the contractor
7) Prevailing wage rates must be posted at the worksite in accordance with M.G.L. ch.149 sec.27. It is the responsibility of the contractor to maintain all state and local postings
8) Hot Works- will be coordinated and permitted through the Facilities Department. Prior to any welding, soldering or metal cutting, contractors must present the Facilities Department with a fire plan and proof of fire watch and permit.

- All Fire alarm wiring must be installed in conduit clearly labeled every 10'

Roof Access

1) Roof access must be coordinated with the Facilities Department
2) There is no smoking on the roof

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3) Clean up all debris including loose screws
4) Any damage to the roof will be the responsibility of the Contractor to repair

Shut Down coordination

1) All shut down's must be coordinated with the Facilities Department. If the building systems are shut down for any reason, the contractor must first coordinate through Facilities such activities allowing time to notify all appropriate parties. At any time, the contractor accidentally causes a building system to fail, the contractor will be responsible for all costs associated with that failure.
2) All shutdowns must be back online by the end of the day. Shutdowns are NOT permitted overnight.
3) Facilities or Technology Services must approve that services are back online to their satisfaction BEFORE the contractor leaves the property.

Noise coordination

1) All noise will be contained. Please keep all doors closed to help to contain sound as well as dust. No radio music will be allowed
2) County occupied space will be handled with the utmost respect.
3) Complaints of excess noise will be handled immediately. Management reserves the right to stop all work if the work causes complaints from other tenants. Any charges, fees and/or other costs associated with scheduled or non-scheduled work stoppage is the responsibility of the contractor doing the work.
4) All floor and wall penetrations must be fire stopped.

Core Drilling

1) Core Drilling or any other work causing noise disruption must be coordinated with the Facilities Department. Absolutely no work will be permitted that in any way disrupts daily activities during class times or normal working hours unless prior authorization from Facilities is granted

Elevator Use

1) The elevators will be used according to their proper designation and weight capacity. Freight Elevator will be used for all construction related materials and or utility carts
2) Priority use must be given to staff use. Please do not enter an elevator with construction equipment with staff.
3) Floor and wall protection must always be used

Loading dock

1) Use must be coordinated with Facilities.
2) Deliveries must be coordinated with Facilities.
3) Loading docks will be kept clean and free of construction materials. Storage is not allowed on or around the loading dock
4) Floor protection must be used when entering the common areas from the loading dock
5) No Smoking on or around the loading dock area

Security

1) A contact lists must be provided to the Facilities department of all Trades, to include emergency contact information
2) The list will be given to the Project Manager
3) Absolutely no smoking in project area or within any building on site.
4) No alcohol is allowed in any project areas.
5) Entry to other non-project related spaces or unauthorized areas are strictly prohibited.

Parking

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1) Vehicles will be allowed access on site for unloading and loading purposes only identification. Any Vehicle parked in unauthorized areas will be towed at the owners' expense.
2) Overnight parking is not permitted
3) Parking of Trailers must have prior authorization from the Facilities department

Insurance:

The Contractor shall purchase and maintain in a company or companies licensed to do business in the state in which the contract services are to be performed, insurance as set forth below which will protect the Contractor, Owner, and the Agent, and their respective employees, agents, successors and assigns, from claims which may arise out of or resulting from Contractor's operations under the Agreement, whether such operations be performed by the Contractor, its subcontractors, or by anyone directly or indirectly employed by any of them for whose acts the they may be liable. The Contractor must bring the insurance certificate to the Facilities Department prior to any work commencing.

We require Certificate of Liability Insurance from each vendor we contract with. The following information should be included:

a. General Liability- minimum coverage $1,000,000.
b. Automobile Liability- minimum coverage $1,000,000.
c. Workers Comp& Employee Liability
d. Description of Operations must be filled out. Please include "It is hereby agreed that S.T.C.C. is additionally insured and will be held harmless for all damages you create"
e. Certificate Holder

Life Safety Procedures

1) In the event of a medical emergency, fire or life-threatening emergency, workers should call 911

2) Facilities must be notified of any injuries that occur on the property.

Life Safety Systems

1) If there is a possibility that the life safety equipment has been compromised, Facilities Department must be notified immediately.
   a) Facilities Department (512) 943-1666
2) No propping open fire doors.
3) Contractors must maintain the proper equipment to manage water from a broken sprinkler pipe

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DocuSign Envelope ID: 5AE22EEF-40DF-4240-BD04-ED5A50BB927D

Appendix B – Wilco Cabling Policies and Procedures

Williamson County (Wilco)

POLICY & PROCEDURE CONCERNING ALL ELECTRICAL, TELECOMMUNICATIONS AND NETWORKING INSTALLATIONS AND/OR MODIFICATIONS

I. Policy

Permits are required for all Electrical, Telecommunication and Network wiring modifications within Wilco buildings PRIOR to commencing work. By requiring prior authorization and pre and post implementation inspections, Wilco will better maintain the integrity and safety of the telecommunications system, alarms, cameras, elevator, fire alarms and electrical wiring. The goal of instituting this policy is to maintain strict control over the wiring and facilities to significantly reduce the probability of system issues, prevent damage to the facilities and maintain compliance with building and fire codes.
It is therefore, the policy of Wilco that existing telecommunications wiring, including electrical, voice, data, and video, as well as telecommunications facilities located in various buildings may not be altered in any way except by written permission from the Facilities Project Manager or Technology Services Systems Engineer.

II. Procedure for Wiring (Telecommunications and Computer)

1. Existing telecommunications and/or computer wiring, and cables may not be altered by anyone except an IT contractor, vendor or Wilco Electrician and must include permission from the Facilities Project Manager or Technology Services Systems Engineer.

2. Wilco System Engineer or Facilities Project Manager shall review and approve the telecommunications and computer wiring and for new and existing buildings.

3. Electrical Inspector shall inspect all telecommunications wiring in new and renovated buildings and projects to ensure proper installation.

4. Any unauthorized wiring found in telecommunication, electrical spaces or within buildings & grounds will be removed immediately at the cost of the department.

5. Any unauthorized wiring which interfaces with telecommunications, wiring or health and safety will be reported to Facilities Department for review. Working with Technology Services, if the wiring is found to be either a safety hazard; or not in conformance with applicable codes; or detrimental to the functioning of the telecommunications system; it shall be removed by the vendor authorized representative, at the expense of the vendor/contractor's or department that installed or authorized it.

6. All telecommunication will be marked identifying their terminal ends and owner.

III. Telecommunications Manholes and Closets

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1. Any manholes or closets containing telecommunications conduit or electrical wiring shall be under the exclusive control of the Facilities Department.

2. No equipment or storage may be placed in these areas without the Facilities department knowledge and consent. All confined spaces regulations will be complied with for manhole applications including those persons entering the manholes.

IV. Electrical Wiring

1. All electrical wiring will be installed and marked according to National, State and City codes. Only approved licensed and insured vendors/contractors will be approved for such work.

2. Abandoned or discontinued electrical wiring will be properly removed and circuitry identified of such discontinuance.

3. Wilco will review and approve plans for additional wiring before the vendors/contractors performs work.

4. Any unauthorized wiring will be removed at vendor/contractor/departments expense.

Summary of Policy and Procedure

A. Permits for all wiring will be required. NO EXCEPTIONS

B. Telecom or electrical wiring will be run in conduit, independently of all other conduit unless the conduit is specifically designated for that particular wiring. Wiring is never to be hung from or connected to HVAC piping or ducts or fire suppression equipment and piping.

C. All telecommunication and electrical closets are designated areas for Telecom and network equipment. Closets will be organized and free of clutter. Wiring closets are not to be used for storage and will be readily accessible at all times.

D. All telecom and electrical wiring will be marked with project name and location name and demarcation points. Ends will be clearly marked with destination location.

E. All work will be completed with the approval of the Facilities Project Manager or Technology Services Systems Engineer.

F. All holes drilled through walls, ceilings and floors etc. will be fire stopped and labeled. Temporary use or construction means, and methods still must be approved by Facilities and Technology Services

G. All contractors must sign in at the Construction office daily. Appropriate permits must be posted at the work area. Contractors must submit all hot works permits to Facilities at least 72 hours prior to work. Hot works permits are approved by the Facilities Department. Work

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may not be done without approval. Contract must arrange with the Facilities Department to be able to take the fire alarm offline with prior to any work being performed

H. Hours for drilling or any other work that will create noise/vibrations during the academic year will only be allowed between 11 p.m. to 7 a.m. unless exceptions are made by the Facilities Project Manager. Any work creating noise done outside those hours will be shut down by the Facilities department.

I. Intervals of labeling of conduits and wiring will be left to the discretion of the Technology services Systems Engineer or designee and wiring code, however a minimum of every 8-10' is required. Labels should be clearly placed and the beginning and end of each run.

K. No employees of Wilco will run, pull, manipulate or extend power, terminated Ethernet or fiber (electrical and computer, phone etc.) except for the Wilco Electrician or Technology Services Systems Engineer for Telecom.

L. Any work on or to power, Ethernet or fiber in any of 's buildings or grounds must be done by a Facilities Approved Vendor**. Technology Services REQUIRES Notification by all vendors working on any of wiring or cabling, new or existing. Notification should include identifying the means and methods of routes.** It is expected that all wires and cables will be run according to State and Federal codes and laws without exception. Any work done that does not meet these requirements will be the responsibility of the contractor.

Requests should be submitted to the Facilities department at least 2 weeks prior to any work being done. In an emergency, the Facilities Project Manager or Technology Services Systems Engineer should be contacted before any work is done.

M. Technology Services (Infrastructure) will coordinate vendor work with the Facilities Department. All bid documents (RFP, RFI etc.) will include these Technology Services policy, procedure, requirements and expectations.

N. All Contractors must provide necessary insurance and certificates to include but limited to, Terms and Conditions, Certificate of Liability Insurance, W9, etc.

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DocuSign Envelope ID: 5AE22EEF-40DF-4240-BD04-ED5A50BB927D

Appendix C – Materials List

Manufacturer	Part Number	Description
		COPPER DISTRIBUTION
Panduit	**PUP6004xx-UY**	Blue Category 6 UTP cable.
Panduit	**CPPKL6ATGxxWBL**	Mini-Com 24/48-port category 6-RJ45 patch panel in black, (1/2 RU).
Panduit	**CJ688TGxx**	Category 6, RJ45, 8-position, 8-wire universal module. Color PN: Blue-BU, Yellow-YL, White-WH, Black-BL, Red-RD
Panduit	**UTP28SP*xx**	Category 6 Performance, 28 AWG UTP patch cord with TX6™ Modular Plugs on each end. Get Length and color from Wilco ITS.
Panduit	**CFPL*IWY**	Mini-Com Classic series single gang vertical faceplate.
Panduit	**FPUD6X88MTG**	TX6A™ Category 6A UTP Field Term Angled RJ45 Plug.
Panduit	**HLS-15R0**	Tak-Ty ® Hook & Loop Cable Ties, 15' Continuous Rolls
		FIBER DISTRIBUTION SYSTEMS
Panduit	**FLCS2/9SOCU9BU**	OptiCam Fusion Splice-On Connectors. Fiber LC-UPC Splice-On Connector for 250/900um Fiber, 9um Singlemode
Panduit	**FLCS2/9SOCA9AG**	OptiCam Fusion Splice-On Connectors. Fiber LC-APC Splice-On Connector for 250/900um Fiber, 9um Singlemode
Panduit	**FSPP9**Y**	Fiber OS2 singlemode plenum rated indoor interlocking aluminum armored cable. For intrabuilding use between telecom rooms in the same building.
Panduit	**FSNP9**Y**	Fiber OS2 singlemode plenum rated indoor/outdoor stranded cable. For use for between building fiber backbone.
Panduit	**FCE2U**	Opticom® QuickNet™ Rack Mount Fiber Enclosures, holds up to eight QuickNet™ Cassettes, FAP adapter panels, or FOSM splice modules. Dimensions : 3.48"H x 17.60"W x 16.30"D (88.4mm x 447.0mm x 414.0mm).
Panduit	**FCE4U**	Opticom® QuickNet™ Rack Mount Fiber Enclosures, holds up to twelve QuickNet™ Cassettes, FAP adapter panels, or FOSM splice modules. Dimensions : 6.98"H x 17.60"W x 16.30"D (177.0mm x 447.0mm x 414.0mm)
Panduit	**FAP*WBUDLCZ**	LC FAP loaded with 6/12 LC duplex singlemode fiber optic adapters (Blue) with zirconia ceramic split sleeves.
Panduit	**NKFP91BN1NNM001**	LC to Pigtail – OS1/OS2 Singlemode Simplex Pigtails – 900µm Buffered Fiber LC to pigtail singlemode simplex pigtail, 900µm buffered fiber (one LC connector on one end and open on the other end) – 9/125µm.
Panduit	**FAPB**	Blank fiber adapter panel – reserves space for future use.
Panduit	**FOSMF**	Fiber optic splice module holds and protects up to 24 fusion splices. Self-stacking modules with integral cable management and fiber slacking/spooling features. Black plastic base and clear plastic hinged cover. For use with Panduit Opticom ® FCE*U, FRME*U, and FMT series enclosures. Dimensions : 0.30"H x 14.03"W x 5.28"D (7.6mm x 356.4mm x 134.1mm).
Panduit	**FOSMH2U**	Fiber optic splice module handler, 2 RU. Holds up to eight FOSM splice modules. For use with FCE2U fiber cassette enclosure. Dimensions: 2.91"H x 0.72"W x 2.61"D (74.0mm x 18.3mm x 66.4mm).
Panduit	**FOSMH4U**	Fiber optic splice module holder, 4 RU. Holds up to twelve FOSM splice modules. For use with FCE4U fiber cassette enclosure. Dimensions: 5.50"H x10.42"W x 5.41"D (139.7mm x 264.7mm x 137.4mm)
		RACKS, ZONE ENCLOSURES AND CABLE MANAGERS
Panduit	**PZAEWM3**	PanZone Active Wall Mount Enclosures
Panduit	**R2P**	19" EIA 2-post rack, aluminum. Dimensions: 84.0"H x 20.3"W x 3.0"D (2134mm x 514mm x 76mm).
Panduit	**PR2VWF**	Waterfall Trough for 2/4 Post Rack. FOR TOP-OF-RACK INTERBAY ROUTING.

DocuSign Envelope ID: 5AE22EEF-40DF-4240-BD04-ED5A50BB927D

Panduit	R4P	4 post EIA rack with #12-24 threaded rails. Dimensions : 84.0"H x 20.3"W x 23.0"D (2134mm x 515mm x 584mm). 45 RU.
Panduit	**PR2VD0***	6”/8” Patchrunner® 2 Vertical Cable Manager Dimensions: 83.88"H x 6"W x 20.0"D
Panduit	**CMLT19**	4 RU lower trough with 1.3" bend radius mounts to the bottom of a standard 19" EIA rack. Dimensions: 8.0"H x 19.0"W x 4.5"D (203mm x 483mm x 114mm). FOR BOTTOM-OF-RACK INTERBAY PATHWAY. LARGER OPTION THAN CMUT19 IF NEEDED.
		CABLE PATHWAYS
Panduit	**J-Pro J-Hook system**	Panduit J-Pro System. Plenum rated composite J-hooks with hardware available for various hardware applications. See www.panduit.com for variations.
Panduit	**CBXQ2WH-A**	Single gang one-piece outlet box with adhesive backing. Box accepts Pan-Way ® Screw-On Faceplates or any NEMA standard single gang faceplate. For use with Pan-Way ® LD profile raceway. 5.09"L x 3.34"W x 1.75"H (129.4mm x 85.0mm x 44.4mm). Breakouts for 1/2", 3/4", or 1" diameter conduit.
Panduit	**WG12BL10**	Wyr-Grid 12" wide x 10' long pathway section used to carry cables horizontally throughout the system. Snap-on sidewalls attach for job specific height requirements. Uses splice connector WGSPL1218BL to connect straight sections and intersection splice WGINTSPLBL to connect pathways at an intersection. For fittings and accessories see www.panduit.com.
Panduit	**WGSW*BL**	2”/4”/6” Snap-on Sidewalls
Panduit	**CFPL*IWY**	2/4 Port Mini-Com Classic series single gang vertical faceplate.
Panduit	**WG18BL10**	Wyr-Grid 18" wide x 10' long pathway section used to carry cables horizontally throughout the system. Snap-on sidewalls attach for job specific height requirements. Uses splice connector WGSPL1218BL to connect straight sections and intersection splice WGINTSPLBL to connect pathways at an intersection. For fittings and accessories see www.panduit.com.
		BONDING AND GROUNDING
Panduit	**ACG24K**	#6 AWG (16mm2) jumper for armored cable diameter up to 0.84" (21.3mm); 24" (609.6mm) length; factory terminated on one end with LCC6 two-hole copper compression lug and the other end with grounding terminal; provided with two each #12-24 and M6 thread-forming screws and a black polypropylene terminal cover.
Panduit	**LCC series**	Panduit two-hole compressing lugs for code conductors in BICSI hole spacing.
Panduit	**HTCT series**	Panduit HTAPs. Must be selected according AWG size of run and tap conductors.
Panduit	**CLRCVR series**	Panduit clear covers for HTAPs. Must be selected according to HTAP being covered.
Panduit	**RGS134-1Y**	Grounding strip (vertical busbar) for newly installed racks or cabinets with screw rails. 78.65" (2m) length; .67" (17mm) width; .05" (1.27mm) thickness; provided with .16 oz. (5cc) of antioxidant, one grounding sticker and three each #12-24 x 1/2" and M6 x 12mm thread-forming screws.
Panduit	**RGCBNJ660P22**	Jumper kit for bonding individual racks or cabinets into grounding backbone. #6 AWG (16mm²) jumper; 60" (1.52m) length; 45° bent lug on grounding strip side; provided with .16 oz. (5cc) of antioxidant, two each #12-24 x 1/2", M6 x 12mm, #10-32 x 1/2" and M5 x 12mm thread forming screws and a copper compression HTAP* for connecting to a #6 to #2 awg sized bonding backbone.
Panduit	**GJ672UH**	Rack jumper (and cabinet) kits for smaller TR (5 bays or less) to bond individual rack or cabinet directly back to wall mounted busbar. One 72" length #6 AWG green wire with yellow horizontal stripe. Jumper is pre-terminated on one end

DocuSign Envelope ID: 5AE22EEF-40DF-4240-BD04-ED5A50BB927D

		with LCC6-14JAWH-L and the other end with LCC6-14JAW-L. This rack grounding jumper is 72" long. For other lengths replace the "72" in the part number. Available lengths are 72, 96, 120, 144, 168, 192, 216, 240, 264 and 288 inches.
Panduit	**RGESD2-1**	Two-hole ESD port with 5/8" hole spacing; provided with an ESD protection sticker, .16 oz. (5cc) of antioxidant, and two each #12-24 x 1/2" and M6 x 12mm thread-forming screws. LOCATE ONE WITHIN REACH OF ALL EQUIPMENT. WORKS WITH WRIST STRAP RGESDWS.
Panduit	**RGESDWS**	Adjustable fabric ESD wrist strap with 6' coil cord, banana plug, 1 megaohm resistor and 4mm snap. LOCATE ONE WITHIN REACH OF ALL EQUIPMENT. WORKS WITH ESD PORT RGESD2-1.
Panduit	**RGTBSG-C**	Green thread-forming bonding screws for use to mount equipment that does not have a built-in grounding pad (terminal).
Panduit	**RGEJ1024PHY**	24" long pre-terminated equipment grounding jumper #10 AWG (6mm²) jumper; bent lug on grounding strip side to straight lug on equipment; provided with .16 oz. (5cc) of antioxidant and two each #12-24 x 1/2", M6 x 12mm, #10-32 x 1/2" and M5 x 12mm thread-forming screws. FOR EQUIPMENT LIKE CHASSIS SWITCHES WITH BUILT-IN GROUNDING PAD (TERMINAL).
Panduit	**RGEJ1036PFY**	36" long pre-terminated equipment grounding jumper#10 AWG (6mm²) jumper; bent lug on grounding strip side to straight lug on equipment; provided with .16 oz. (5cc) of antioxidant and two each #12-24 x 1/2", M6 x 12mm, #10-32 x 1/2" and M5 x 12mm thread-forming screws. FOR EQUIPMENT LIKE CHASSIS SWITCHES WITH BUILT-IN GROUNDING PAD (TERMINAL).
Panduit	**GB2B0306TPI-1**	Wall mounted telecommunications busbar suitable for small telecom room. Pre-assembled with BICSI/TIA-607-B hole spacing. Bar is 1/4" x 2" x 12" in size.
Panduit	**GB2B0514TPI-1**	Wall mounted telecommunications busbar suitable for med telecom room. Pre-assembled with BICSI/TIA-607-B hole spacing. Bar is 1/4" x 2" x 24" in size.
Panduit	**GB4B0624TPI-1**	Wall mounted telecommunications busbar suitable for main grounding busbar in medium sized facility. Pre-assembled with BICSI/TIA-607-B hole spacing. Bar is 1/4" x 4" x 20" in size.
Panduit	**LTYK**	Wall mounted busbar label kit. Label kit includes printed tag and one flame retardant cable tie.
		NETWORK LABELING SOFTWARE – FOR INK JET/LASER PRINTER
Panduit	**PROG-EM2GO**	Easy-Mark Labeling Software for PC supplied on USB Flash Drive. For preprinting communications labels on laser/inkjet printer.
Panduit	**S100X150YAJ**	Self-laminating cable labels for Category 6 cable for use with Easy-Mark software and laser/ink jet printer.
Panduit	**C261X035Y1J**	Patch Panel labels for use with Easy-Mark software and laser/ink jet printer.
Panduit	**C195X040Y1J**	Faceplate labels for single gang stainless or sloped plastic - use with Easy-Mark software and laser/ink jet printer.
Panduit	**C288X040Y1J**	Faceplate labels for double gang stainless - use with Easy-Mark software and laser/ink jet printer.
Panduit	**S100X650YAJ**	Cable label for indoor/outdoor tight-buffered armored fiber optic cable. For use with Easy-Mark software and ink jet printer.
Panduit	**S100X160YAJ and NWSLC-3Y**	Label and turn-tell sleeve for labeling fiber jumpers. For use with Easy-Mark software and ink jet printer.
Panduit	**C200X100FJJ**	1" high, white, vinyl tape labels for labeling grounding busbars, racks, cabinets and pathways. For use with laser/ink jet printer.
		NETWORK LABELING – HANDHELD LABELER
Panduit	**LS8EQ-KIT-ACS**	Panduit PanTher hand-held label printing system in kit. Includes LS8EQ printer with QWERTY keypad, one cassette of S100X150VAC self-laminating labels, six AA alkaline batteries, LS8E-ACS, LS8-CASE, LS8-PCKIT, LS8-IB, LS8-WS, quick reference card and operator's manual. USE FOR LABELS THAT MUST BE PRINTED ON THE JOB SITE.

DocuSign Envelope ID: 5AE22EEF-40DF-4240-BD04-ED5A50BB927D

Panduit	**S100X150VAC**	Self-laminating cable labels for Category 6 cable for use with PanTher LS8E hand-held printer.
Panduit	**C261X035Y1C**	Handheld printer labels for modular faceplate patch panels.
Panduit	**C195X040Y1C**	Faceplate labels for single gang stainless - use with PanTher handheld labeler.
Panduit	**C288X040Y1C**	Faceplate labels for double gang stainless - use with PanTher handheld labeler.
Panduit	**S100X650VAC**	Cable label for indoor/outdoor tight-buffered armored fiber optic cable. For use with handheld labeler.
Panduit	**S100X160VAC and NWSLC-3Y**	Label and turn-tell sleeve for labeling fiber jumpers. For use with hand-held labeler.
Panduit	**T100X000VPC-BK**	1" high, continuous black on white, vinyl tape labels for labeling racks, cabinets and pathways with PanTher LS8E handheld labeler.
		PHYSICAL SECURITY LOCKING DEVICES
Panduit	**PSL-DCJB-C**	Package of 100 RJ45 jack blockout devices and one removal tool. Color red.
Panduit	**PSL-USBA-L**	Package of 50 USB Type ‘A’ blockout devices and one removal tool. Color red.
Panduit	**PSL-USBB**	Package of 50 USB Type ‘B’ blockout devices and one removal tool. Color red.
Panduit	**PSL-DCPLX-BL-C**	Package of 100 RJ45 plug lock-in devices compatible with flush mount jacks, and one installation/removal tool. Color black.
Panduit	**PSL-DCPLRX-BL-C**	Package of 100 RJ45 plug lock-in devices compatible with recessed jacks, and one installation/removal tool. Color black.
		CABLE TIES – HOOK AND LOOP
Panduit	**TTR-35RX0**	.75” wide, continuous roll Hook and Loop Cable Ties, black. 35 ft. roll. Carton qty 10 rolls.
Panduit	**HLSP1.5S-X12**	Plenum rated hook and loop cable ties for air return spaces. Maroon color, perforated at 6” length.
Panduit	**HLSP3S-X12**	Plenum rated hook and loop cable ties for air return spaces. Maroon color, perforated at 6” length.

<END OF DOCUMENT>

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Standard – LT101

Williamson County Lighting Standard

Originated by: Approved by: Revision No. 1	Date Originated: 9/25/2023 Date Approved: Revision Date:

1.0 Purpose

Standardize scope of work for installation of new and replacement light fixtures.

2.0 Scope

All retro-fit and new of light fixtures installation and replacements in occupied or unoccupied Williamson County buildings.

3.0 Standard Installation Requirements:

3.1 One whip per fixture.

3.2 Only saddle type connectors shall be used for MC cable connectors.

3.3 MC Cable wiring insulation color shall match the corelating branch circuit color respectfully feeding the power to the light fixture.

3.4 Fixture whips will be supported by hangers above the acoustic ceiling within two feet of the fixture and within six feet afterwards.

3.5 Push pin wire connectors shall only be used within the light fixture junction box wiring harness and supplied by light fixture manufacturer.

3.6 All junction boxes knock outs shall be sealed and covered and junction box covers will be labeled with panelboard name, branch circuit, and voltage.

3.7 If more than three penetrations are made in one junction box, a minimum 4 and 11 square junction shall be used.

3.8 If more than six penetrations are made in one junction box, a minimum 12” X 12” by 4” junction box shall be used.

3.9 Two ceiling grid hanger wires shall be installed per light, for support. Exception: One ceiling light grid wire per exit light/emergency light.

3.10 Emergency lighting shall be stand alone light fixtures (per listed standard).

3.11 No dimming capability will be added other than what is manually operated by moving dip switches on the fixtures themselves.

3.12 Exterior fixtures, attached to the building, shall be sealed on the top and sides of the fixture from water intrusion between the building and the fixture.

3.13 Exterior fixtures shall not be fed by MC cable. ½” flexible metal conduit, ½” EMT minimum.

3.14 Installations shall meet or exceed the most recently adopted NEC and IBC code books corelating to the city the installation is in.

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CONTRACTOR SELECT™

LITHONIA LIGHTING

Catalog Number	
Notes	
Type	

Contractor Select™

CPX™

LED Panel

CPX™ from Lithonia lighting is the perfect choice for a quality LED panel at an affordable price. The smooth, even lens projects a crisp and clean aesthetic. CPX is the perfect choice for budget-conscious school, commercial office, or small retail footprint projects.

FEATURES:

- Industry standard wattages
- Long-life LEDs maintain greater than 70% of their lumen output at 50,000 hours
- 0-10V dimming driver, dims to 10%

WEIGHT:

2x2
Unit: 6.39lbs
Unit Carton: 7.72lbs
Master Carton: 30.42lbs

2x4
Unit: 11.02lbs
Unit Carton: 13.89lbs
Master Carton: 27.78lbs

DLC LISTED · NSF · NOM · SWITCHABLE WHITE 3500K 4000K 5000K · ISO Class 5-9 · Switchable Lumens · IC RATED · IP RATED · LED

Catalog Number	UPC	Description	Lumens	Input Watts	CCT	CRI	Voltage	Pallet qty.
CPX 2X2 3200LM 35K M4	191848338537	2x2 LED Panel	3555	31.5	3500K	80	120-277V	40
CPX 2X2 3200LM 40K M4	191848338650	2x2 LED Panel	3659	31.5	4000K	80	120-277V	40
CPX 2X2 3200LM 50K M4	193048313642	2x2 LED Panel	3737	31.5	5000K	80	120-277V	40
CPX 2X4 4000LM 35K M2	191848338490	2x4 LED Panel	4543	38.9	3500K	80	120-277V	20
CPX 2x4 4000LM 40K M2	191848338506	2x4 LED Panel	4692	38.9	4000K	80	120-277V	20
CPX 2X4 4000LM 50K M2	193048313680	2x4 LED Panel	4766	38.9	5000K	80	120-277V	20
CPX 1X4 ALO7 SWW7 M4	194994568063	1X4 Switchable Panel	See Switchable Table	See Switchable Table	3500K/4000K/5000K	>80	120-277V	40
CPX 2X2 ALO7 SWW7 M4	193048542806	2X2 Switchable Panel	See Switchable Table	See Switchable Table	3500K/4000K/5000K	>80	120-277V	40
CPX 2X4 ALO8 SWW7 M2	193048542844	2X4 Switchable Panel	See Switchable Table	See Switchable Table	3500K/4000K/5000K	>80	120-277V	20

NOTES

1. ILBLP CP10 HE SD A remote mounted only. See ILBLP CP10 HE SD B spec sheet and ELA-PSMK-PSMKSD-PSDMT-PSRME remote mounting enclosure spec sheet here.

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CS CONTRACTOR SELECT™

LITHONIA LIGHTING

Accessories: *Order as separate catalog number.*

ILBLP CP10 HE SD A	IOTA 10 Watt Constant Power, High Efficiency LED Emergency Driver for CA Title 20 [1]
DGA14	Drywall grid adapter for 1X4 recessed fixture.
DGA22	Drywall grid adapter for 2x2 recessed fixture.
DGA24	Drywall grid adapter for 2x4 recessed fixture.
1X4SMKSH	Multi-Use Surface Mount Kit 1X4, Shallow Depth
2X2SMKSH	Multi-Use Surface Mount Kit 2x2, Shallow Depth
2X4SMKSH	Multi-Use Surface Mount Kit 2x4, Shallow Depth
1X4SMKSHP PAF	Multi-Use Surface Mount Kit 1X4 Post-Paint
2X2SMKSHP PAF	Multi-Use Surface Mount Kit 2X2 Post-Paint
2X4SMKSHP PAF	Multi-Use Surface Mount Kit 2X4 Post-Paint
PAC 2DNF 36	Panel Air Craft Kit, 2 cables with Y splitter, No Power Feed, 36 inches. Recommended for 1X4 or 2X2 Panel Fixtures only.
PAC 2DF 36	Panel Air Craft Kit, 2 cables with Y splitter, with Power Feed, 36 inches. Recommended for 1X4 or 2X2 Panel Fixtures only. [1]
PAC 4DNF 36	Panel Air Craft Kit, 4 cables, No Power Feed, 36 inches. Recommended for 2X4, 1X4 or 2X2 Panel Fixtures.
PAC 4DF 36	Panel Air Craft Kit, 4 cables, with Power Feed, 36 inches. Recommended for 2X4, 1X4 or 2X2 Panel Fixtures. [1]
PAC 2DNF 72	Panel Air Craft Kit, 2 cables with Y splitter, No Power Feed 72 inches. Recommended for 1X4 or 2X2 Panel Fixtures only.
PAC 2DF 72	Panel Air Craft Kit, 2 cables with Y splitter, with Power Feed, 72 inches. Recommended for 1X4 or 2X2 Panel Fixtures only. [1]
PAC 4DNF 72	Panel Air Craft Kit, 4 cables, No Power Feed, 72 inches. Recommended for 2X4, 1X4 or 2X2 Panel Fixtures.
PAC 4DF 72	Panel Air Craft Kit, 4 cables, with Power Feed, 72 inches. Recommended for 2X4, 1X4 or 2X2 Panel Fixtures. [1]
RK8BDP 2P U	Disconnect Plug (BDP), 2 Pole, Package of 1
RK8BDP 3P U	Disconnect Plug (BDP), 3 Pole, Package of 1
RK8BDP 2P J10	Disconnect Plug (BDP), 2 Pole, Package of 10
RK8BDP 2P J40	Disconnect Plug (BDP), 2 Pole, Package of 40

Switchable Table

Size(ft)	Nomenclature	Lumen Package	CCT	Lumen	Wattage	Efficacy
1x4	CPX 1X4 AL07 SWW7 M4	Low Lumen	3500K	2430	19.7	123.4
			4000K	2594	19.7	131.7
			5000K	2483	19.5	127.3
		Med Lumen	3500K	3289	28.4	115.8
			4000K	3583	27.2	131.7
			5000K	3369	28.2	119.5
		High Lumen	3500K	3914	35.7	109.6
			4000K	4280	33.7	127
			5000K	4009	35.5	112.9
2x2	CPX 2X2 AL07 SWW7 M4	Low Lumen	3500K	2399	19.1	125.6
			4000K	2570	18.5	138.9
			5000K	2456	19.1	128.6
		Med Lumen	3500K	3356	28.7	116.9
			4000K	3649	27.5	132.7
			5000K	3427	28.5	120.2
		High Lumen	3500K	4131	37.5	110.2
			4000K	4564	35.8	127.5
			5000K	4212	37.3	112.9
2x4	CPX 2X4 AL08 SWW7 M2	Low Lumen	3500K	3813	28.94	131.8
			4000K	4033	28.1	143.5
			5000K	3938	28.86	136.5
		Med Lumen	3500K	4677	36.8	127.1
			4000K	5009	35.55	140.9
			5000K	4834	36.65	131.9
		High Lumen	3500K	6048	50.56	119.6
			4000K	6563	48.53	135.2
			5000K	6241	50.24	124.2

NOTES

1. For MVOLT only, not available with 347V.

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CONTRACTOR SELECT™

LITHONIA LIGHTING

Specifications

INTENDED USE:

CPX is a low-glare panel featuring an external driver. This cost-effective, reliable panel is visually comfortable and can be recessed mounted. Suitable for many applications such as schools, offices, retail, convenience stores and other commercial spaces. **Certain airborne contaminants can diminish integrity of acrylic. Click here for Acrylic Environmental Compatibility table for suitable uses.** Adjustable Lumen (ALO7, ALO8) and Switchable White (SWW7) configurations available. **U.S. Patent No. 10,681,784.**

CONSTRUCTION:

The extruded aluminum frame with satin white lens provides excellent shielding and uniform luminance. The low-profile design of CPX provides increased installation flexibility especially in restricted plenum spaces. The backplate includes integral T-bar clips for installation into T-grid ceilings.

ELECTRICAL:

Long-life LEDs, coupled with a high-efficiency driver, provide superior illumination for extended service life. Greater than 70% LED lumen maintenance at 50,000 hours (L70>50,000). 0-10V dimming driver, dims to 10% and contains non-isolated dimming leads.

LISTINGS:

CSA certified to meet US and Canadian standards. Damp location listed. IC rated. IP5X Rated. DesignLights Consortium® (DLC) qualified product. Not all versions of this product may be DLC qualified. Please check the DLC Qualified Products List at www.designlights.org/QPL to confirm which versions are qualified. Rated for NSF/ANSI Standard 2 - Light Fixture for Splash Zone and Non Food Zone. NOM Certified.

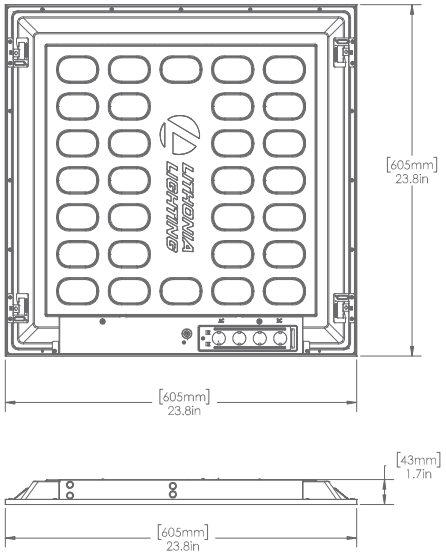
WARRANTY:

5-year limited warranty. This is the only warranty provided and no other statements in this specification sheet create any warranty of any kind. All other express and implied warranties are disclaimed. Complete warranty terms located at: www.acuitybrands.com/support/warranty/terms-and-conditions

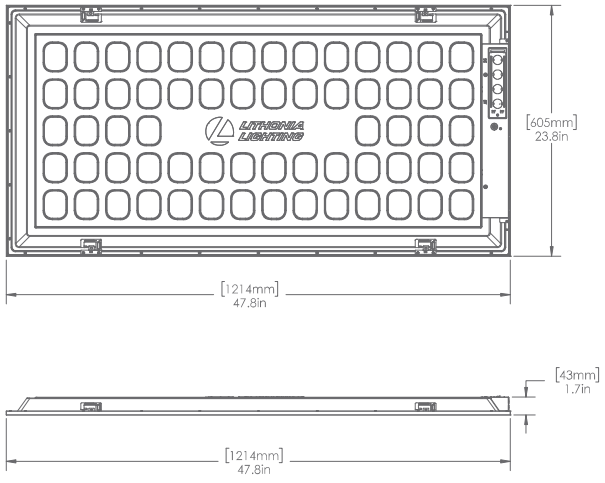
Note: Actual performance may differ as a result of end-user environment and application. All values are design or typical values, measured under laboratory conditions at 25 °C. Specifications subject to change without notice.

Dimensions

2'x2'



2'x4'



All dimensions are inches (millimeters) unless otherwise indicated.

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CONTRACTOR SELECT™

LITHONIA LIGHTING®

Catalog Number	
Notes	
Type	

Contractor Select™

ECRG

Lithonia Lighting Basics™ Emergency Light/Exit Combo

The Lithonia Lighting® ECRG, is a combination of exit and emergency lighting. The ECRG is ideal for safely illuminating the path of egress above-the-door in small spaces at lower mounting heights while providing 90 minutes of emergency power. Available in red and green letters.

FEATURES:

- Internal toggle switch for red or green exit
- Test switch and status indicator
- UL indoor damp location 50°F to 104°F (10°C to 40°C) listed standard
- ECRG RD: multi-voltage 120-277V, 50/60Hz
- ECRG SQ: dual-voltage 120/277, 60Hz

CERTIFIED IN TITLE 20 †

UL CERTIFIED

FC

† Exit Signs Certified in the CA Title 20 Appliance Efficiency Database.

Catalog Number	UPC	Description	Supply Voltage	Input Wattage		Input Amps		Pallet Qty	Carton Qty
				120	277	120	277		
ECRG RD M6	00194994900412	Red/Green LED Exit/Unit Combo, Round Lamp Heads	120-277V	2W	2W	.03	.02	360	6
ECRG HO RD M6	00194994900429	Red/Green LED Exit/Unit Combo with remote capacity, Round Lamp Heads	120-277V	2.8W	2.8W	.05	.03	360	6
ECRG SQ M6	00194994900467	Red/Green LED Exit/Unit Combo, Square Lamp Heads	120/277V	3.5W	3.5W	.03	.02	360	6
ECRG HO SQ M6	00194994900504	Red/Green LED Exit/Unit Combo with remote capacity, Square Lamp Heads	120/277	4W	4W	.03	.02	360	6

Battery Capacity and Loading (HO only)

Battery	Total Capacity	Maximum# Remote Lamp Heads*
3.6V	2W (ECRG RD)	2 - ERE W SGL RD M24
		1 - ERE W T RD M24
		2 - ERE GY SGL WP RD M12
		1 - ERE GY T WP RD M12
	3W (ECRG SQ)	3 - ERE GY SGL WP SQ M12
		1 - ERE GY T WP SQ M12

* Remotes are in addition to the lamp heads on the product.

Accessories: *Order as separate catalog number.*

ERE W SGL RD	Single, LED indoor remote head, round, ivory white, .75W, 3.6V input. See spec sheet ERE.[1]
ERE W T RD	Twin, LED indoor remote head, round, ivory white, 1.5W, 3.6V input. See spec sheet ERE.[1]
ERE GY SGL WP RD	Single, LED weather-proof head, round, gray,0.75W, 3.6V input. See spec sheet ERE.[1]
ERE GY T WP RD	Twin, LED weather-proof head, round, gray, 1.5W, 3.6V input. See spec sheet ERE.[1]
ERE GY SGL WP SQ	Single, LED weather-proof remote head, square, gray, 1W, 3.6V-12V voltage sensing. See spec sheet ERE.[1]
ERE GY T WP SQ	Twin, weather-proof, remote head, square, gray, 2W, 3.6V-12V voltage sensing. See spec sheet ERE.[1]
ELA WG3	Wireguard (back mount), 30 5/8"W x 13 3/4"H x 6"D. See spec sheet ELA-WG.

1 Only available with HO option.

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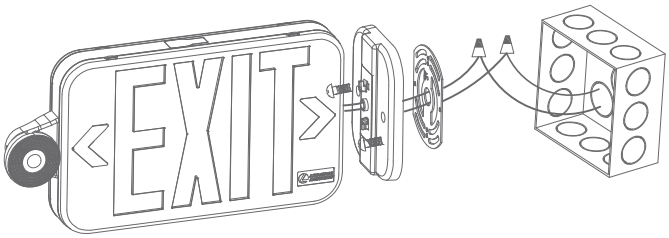
CS CONTRACTOR SELECT™

LITHONIA LIGHTING®

ECRG side/end mount example



Dimensions

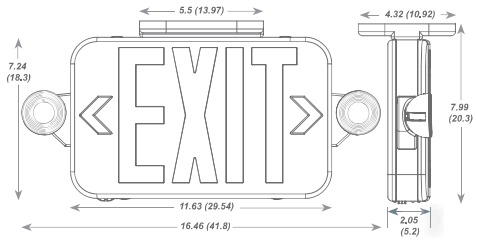
ECRG RD

Length:
16.46 (41.8)

Depth:
2.05 (5.2)

Height:
7.24 (18.3)

Weight:
RD - 1.9 (0.86kgs)
HO RD - 1.95 (0.88kgs)



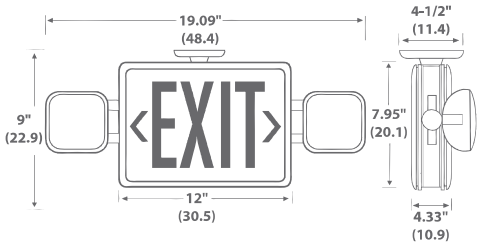
ECRG SQ

Length:
19.09 (48.4)

Depth:
4.33 (10.9)

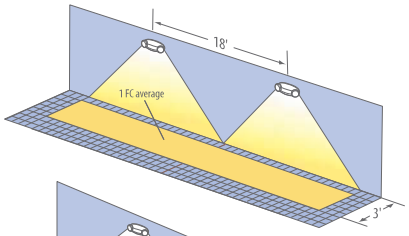
Height:
7.95 (20.1)

Weight:
SQ - 3.09 lbs. (1.40kgs)
HO SQ - 3.25 lbs (1.47kgs)

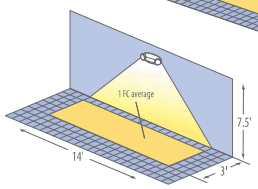


All dimensions are inches (centimeters) unless otherwise indicated.

ECRG RD

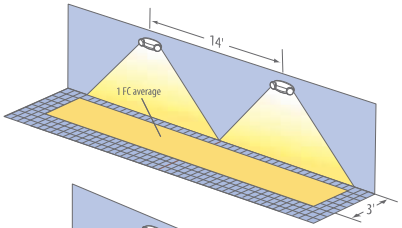


Example of multiple ECRG RD luminaires illuminating a 3' path of egress.

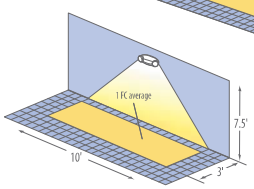


Example of single ECRG RD illuminating a 3' path of egress.

ECRG SQ



Example of multiple ECRG SQ luminaires illuminating a 3' path of egress.



Example of single ECRG SQ illuminating a 3' path of egress.

Spacing guidelines

Maximum Spacing Guidelines[1]							
Series	Mounting Height	Illumination Level	Single Luminaire		Multiple Luminaires		Application Notes
			3' Path of Egress	6' Path of Egress	3' Path of Egress	6' Path of Egress	
ECRG RD	7.5'	1FC Avg	14'	10'	18'	14'	"100' Corridor 8' wide, and 9' high with 80/50/20 reflectances"
ECRG SQ	7.5'	1FC Avg	10'	6'	14'	11'	

Notes:
1. Also meets the additional illumination requirements of NFPA 101: 1FC minimum and max/min ratio of 40:1.

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Specifications

INTENDED USE:
Provides a minimum of 90 minutes illumination for the rated wattage upon loss of AC power to meet code required emergency lighting. Ideal for applications requiring low profile, emergency unit for lower mounting heights. The ECRG has an internal switch that ships standard as a red emergency light/exit combo and can be switched in the field to green. It is also packaged standard with an extra faceplate along with red and green inserts.

CONSTRUCTION:
The housing is a standard white thermoplastic with a compact and low-profile design with all-inclusive lamp, reflector and lens assembly. It is 5VA flame rated and impact-resistant.

OPTICS:
The typical life of the LED is 10 years.

ECRG is 0.75W white LED per lamp head

ECRG SQ is 1W LED per lamp head.

CRI: RD 80CRI
SQ 75CRI

CCT: RD 6200K
SQ 6200K

Lumen: RD 85 lumens
SQ 113 lumens

ELECTRICAL:
ECRG RD: multi-voltage 120-277V, 50/60Hz.

ECRG SQ: dual-voltage 120/277, 60Hz.

Bi-color LED status indicator for battery condition. (Green-normal, Red-check battery).

ECRG HO RD has 2W of remote capacity and ECRG HO SQ has 3W of remote capacity.

BATTERY: 3.6V maintenance-free, rechargeable, Nickel metal hydride.

INSTALLATION:
ECRG RD: Top, end and back mount.

ECRG SQ: Top, end and back mount.

Mounting pattern on canopy (top and side mount) and back plate (back mount) fits most standard size junction boxes.

LISTINGS:
UL Listed. Meets all applicable requirements for UL 924, NFPA 101 (current Life Safety Code), NFPA 70 (NEC), FCC Title 47, Part 15, Subpart B and OSHA.

Indoor damp location 50°F to 104°F (10°C to 40°C) listed.

WARRANTY:
2-year limited warranty. This is the only warranty provided and no other statements in this specification sheet create any warranty of any kind. All other express and implied warranties are disclaimed. Complete warranty terms located at: www.acuitybrands.com/support/warranty/terms-and-conditions

Note: Actual performance may differ as a result of end-user environment and application. All values are design or typical values, measured under laboratory conditions at 25 °C. Specifications subject to change without notice.

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CONTRACTOR SELECT™

LITHONIA LIGHTING

Catalog Number	
Notes	
Type	

Contractor Select™

EXRG

Lithonia Lighting Basics™ LED Exit

The Lithonia Lighting Basics™ EXRG Exit Sign is suitable for emergency signage applications such as stairways and hallways. This fully assembled single-face exit with extra faceplate is available in red and green letters. It's low profile makes it ideal for safely illuminated the path of egress in small spaces and can be wall or ceiling mounted. The emergency power provides 90 minutes of illumination in the event of a power loss.

FEATURES:

- Internal toggle switch for red or green letter color selection
- Test switch and status indicator for low maintenance (EL emergency models only)
- UL indoor damp location 50° to 104°F (10°C to 40°C) listed standard
- For use with Dual voltage 120/277VAC
- Internal switch for color selection

CERTIFIED IN TITLE 20 †

† Exit Signs Certified in the CA Title 20 Appliance Efficiency Database.

Catalog Number	UPC	Description	Supply Voltage	Input Wattage		Input Amps		Pallet Qty	Carton Qty
				120	277	120	277		
EXRG M6	00194994900658	Red/Green Exit, AC Only	120/277	1W	1W	0.09	0.09	360	6
EXRG EL M6	00194994900696	Red/Green Exit with Ni-MH backup battery	120/277	1W	1W	0.09	0.09	360	6

Accessories[1]: *Order as separate catalog number.*	
ELA WG1	Wireguard (back mount only, 13 3/4"H x 15 1/4"W x 6"D)

NOTES

1. See spec sheet ELA-WG for more information.

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CONTRACTOR SELECT™

LITHONIA LIGHTING®

Specifications

INTENDED USE:
LED lighted exit signs for marking the means of egress in accordance with Life Safety Code NFPA 101. The EXRG has an internal switch that ships standard as a red exit and can be switched in the field to green. It is also packaged standard with an extra faceplate along with red and green inserts.

CONSTRUCTION:
Injection-molded, flame-retardant, high-impact, thermoplastic housing with snap-fit design components for easy installation. Universal J-box pattern. Universal chevrons are easily removed for directional indication.

Fully assembled single face with extra faceplate for easy field-conversion to double face.

Letters 6" high with 3/4" stroke, with 100 ft viewing distance rating, based on UL924 standards.

OPTICS:
The typical life of the LED lamp is 10 years.

ELECTRICAL:
Dual-voltage input 120V or 277V AC. Non-emergency (AC only without battery) or Emergency exit with battery. The emergency model includes the test switch, status indicator and rechargeable battery.

Battery: (EL models) maintenance-free Nickel metal hydride battery provides 90 minutes of emergency power.

INSTALLATION:
Top, back or end mounting capability (canopy included).

LISTINGS:
UL Listed. Meets UL 924, NFPA 101 (current Life Safety Code) , NFPA 70-NEC, FCC Title 47, Part 15, Subpart B and OSHA illumination standards. Indoor damp location 50° to 104°F (10°C to 40°C) listed standard.

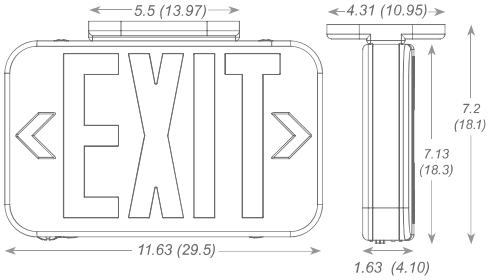
WARRANTY:
2-year limited warranty. This is the only warranty provided and no other statements in this specification sheet create any warranty of any kind. All other express and implied warranties are disclaimed. Complete warranty terms located at:
www.acuitybrands.com/support/warranty/terms-and-conditions

All life safety equipment, including emergency lighting for path of egress must be maintained, serviced, and tested in accordance with all National Fire Protection Association (NFPA) and local codes. Failure to perform the required maintenance, service, or testing could jeopardize the safety of occupants and will void all warranties.

Note: Actual performance may differ as a result of end-user environment and application. All values are design or typical values, measured under laboratory conditions at 25 °C. Specifications subject to change without notice.

Dimensions

Length: 11.63 (29.5)
Depth: 1.63 (4.1)
Height: 7.2 (18.3)
Weight: EL: 1.6 LB
AC: 1.59 LB



All dimensions are inches (centimeters) unless otherwise indicated.

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CONTRACTOR SELECT™

LITHONIA LIGHTING

Catalog Number	
Notes	
Type	

Contractor Select™

ELM2L

Quantum® Contemporary Commercial LED Emergency Light

The Lithonia Lighting® Quantum® ELM2L Emergency Light is suitable for emergency lighting for applications such as stairways and hallways. Its high performance LED lamp heads makes the ELM2L ideal for safely illuminating the path of egress for applications requiring attractive LED unit equipment with quick installation and unparalleled performance for lower mounting heights. It can be wall or ceiling mounted and will provide 90 minutes of emergency power in the case of power loss.

FEATURES:

- Test switch and status indicator
- UL indoor damp location 50°F to 104°F (10°C to 40°C) listed standard

† Small Battery Chargers Certified in the CA Title 20 Appliance Efficiency Database.

Catalog Number	UPC	Description	Supply Voltage	Input Wattage		Input Amps		Pallet Qty	Carton Qty
				120	277	120	277		
ELM2L M12	191848091920	Quantum® LED Adjustable Optics 220 Lumens, 2.4W, Emergency Light, White housing, Nickel-cadmium battery	120/277V, 60hz	1.09	1.09	0.018	0.018	432	12
ELM2L UVOLT LTP M12	191848078112	Quantum® LED Adjustable Optics 220 Lumens, 2.4W, Emergency Light, White housing, Lithium Iron Phosphate Battery, Remote capacity	120-347V, 50/60Hz	1.35	1.35	0.022	0.022	432	12

Battery Capacity and Loading (ELM2L UVOLT LTP M12 Only)

Battery	Total Capacity	Maximum# Remote Lamp Heads*
9.6V	4.8W	2- ELMRE LP220L SGL M12
		1- ELMRE LP220L T M12
		1 - ELMRE LP220L FXO
		2 - ERE GY SGL WP SQ M12
		1 - ELA QWP L0309
		1 - ERE GY T WP SQ M12

* Remotes are in addition to the lamp heads on the product.

Accessories: *Order as separate catalog number.*	
ELA WG1	Wireguard 15-1/4" W x 13-3/4" H x 6" D (back mount only). See spec sheet ELA-WG.
WPVS SML W	Wet protective vandal shield (must be used for wet location applications)

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CONTRACTOR SELECT™

LITHONIA LIGHTING®

Specifications

INTENDED USE:
Provides a minimum of 90 minutes illumination for the rated wattage upon loss of AC power to meet and exceed code required emergency lighting. Ideal for applications requiring attractive LED unit equipment with quick installation and unparalleled performance for lower mounting heights.

CONSTRUCTION:
The housing is a standard white thermoplastic with a compact and low-profile contemporary design. It is 5VA flame rated, impact-resistant, scratch-resistant and corrosion proof. The UV-stable resin resists discoloration from natural and man-made light sources. The back-plate contains a universal j-box mounting pattern to facilitate ease of installation on a wide variety of j-boxes and the front housing allows tool-less access for ease of maintenance.

OPTICS:
The typical life of the LED is 10 years. Two 1.2W LED Lamps.

ELECTRICAL:
Orderable in multiple voltages. Emergency unit provided with test switch, status indicator and rechargeable battery. Sealed, maintenance-free nickel-cadmium or Lithium Iron Phosphate battery provides at least 90 minutes of emergency power.

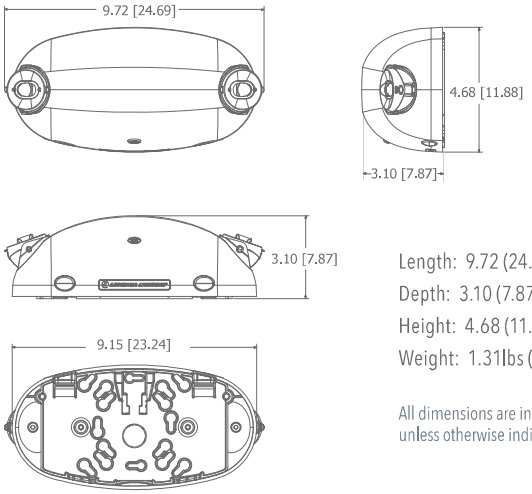
INSTALLATION:
Wall and ceiling mount. Tool-less removal of front cover from back-plate for ease of installation and maintenance.

LISTINGS:
UL damp location listed standard and wet location listed when used with the WPVS accessory, all at 50-104°F (10-40°C). Meets or exceeds all applicable requirements for UL 924, NFPA 101 (current Life Safety Code), NFPA 70 (NEC), NOM (Norma Oficial Mexicana), California Energy Commission Title 20 section 1605.3 (W)(4), FCC Title 47, Part 15, Subpart B and OSHA. List and labeled to comply with Canadian Standards C22.2 No. 141-10.

WARRANTY:
5-year limited warranty. This is the only warranty provided and no other statements in this specification sheet create any warranty of any kind. All other express and implied warranties are disclaimed. Complete warranty terms located at:
www.acuitybrands.com/support/customer-support/terms-and-conditions

Note: Actual performance may differ as a result of end-user environment and application. All values are design or typical values, measured under laboratory conditions at 25 °C. Specifications subject to change without notice.

Dimensions



Length: 9.72 (24.69)
Depth: 3.10 (7.87)
Height: 4.68 (11.88)
Weight: 1.31lbs (0.59kg)

All dimensions are inches (centimeters) unless otherwise indicated.

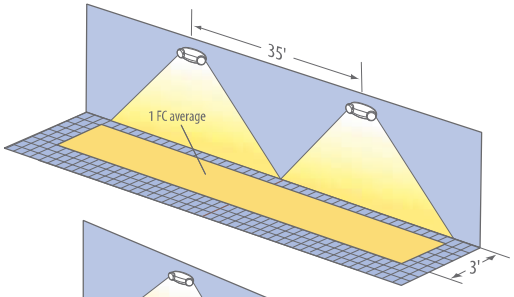
Spacing guidelines

Maximum Spacing Guidelines — ELM2L

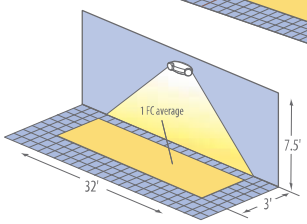
Mounting Height	Illumination Level	Single Luminaire Coverage		Multiple Luminaire Spacing		Application Notes
		3' Path of Egress	6' Path of Egress	3' Path of Egress	6' Path of Egress	
7.5'	1FC Avg [1]	32'	24'	35'	28'	100' Corridor, 8' wide, and 12' high with 80/50/20 reflectances
10'	1FC Avg [1]	20'	14'	27'	23'	

Notes:
1. Also meets the additional illumination requirements of NFPA 101: 1FC minimum and max/min ratio of 40:1.

*Note: To see complete photometric report or download the .ies file for this product, visit Lithonia Lighting ELM2L home page.



Example of multiple ELM2L luminaires illuminating a 3' path of egress.



Example of single ELM2L illuminating a 3' path of egress.

* Application image examples are using LP220L lamp.

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Performance Downlight
Field-Adjustable

RAB

6"

FIELD ADJUSTABLE

9W/12W | 14W/18W | 7W/10W/18W

8"

FIELD ADJUSTABLE

9.5"

FIELD ADJUSTABLE

CLASSIFIED UL | AIRTIGHT HOUSING | ENERGY STAR | FC

UL LISTED | WET RATED | IC RATED | 2016 TITLE 24 PART 6

Project:	Type:
Prepared by:	Date:

Features

- High Performance LEDs for commercial applications
- Replacement for traditional Compact Fluorescent recessed downlights
- Compatible with new construction or retrofit installations
- UL wet and Energy Star rated
- Meets air-tight requirements
- Lumen and CCT Selectable
- Matte white smooth trim finish
- Available in 3 CCTs: 3000K, 3500K, 4000K
- 0-10V dimmable
- Spring loaded retention clips
- 5-Year, No-Compromise Warranty

Technical Specifications

CCT and Lumen Selectable:
Choose lumen output and color temperature before installation with integrated switch

UL Listed & UL Classified
Suitable for wet locations

Energy Star V2.2:
This product is Energy Star® Version 2.2 Certified.

California Title 24:
Can be used to conform with the requirements of California Title 24 Part 6

Dimming Driver:
Driver includes dimming control wiring for 0-10V dimming systems. Requires seperate 0-10V DC dimming circuit. Dims as low as 10%

Input Voltage:
120V through 277V

Operating Frequency:
50/60Hz

Lifespan:
50,000-hour LED lifespan based on IES LM-80 results and TM-21 calculations

LEDs:
Long-life, high-efficacy surface-mount LEDs

R9 Value:
High color performance with R9 greater than or equal to 50

Flicker:
Silent and flicker free operations of less than 30%

IC Rated:
Suitable for direct contact with insulation

Air Tight:
Housing certified Air Tight as per ASTM E283

Trim:
Smooth Trim

Housing:
Constructed from durable steel sheet metal

Maximum Ambient Temperature:
Suitable for use in 40˚C (104˚F)

Finish:
Matte White

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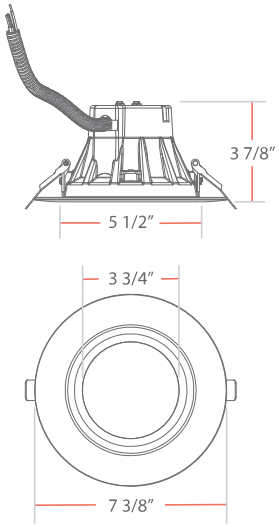
Dimensions

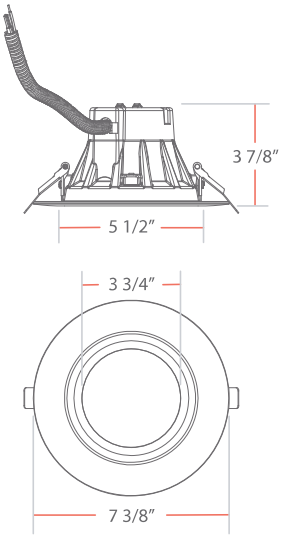
RAB

6"

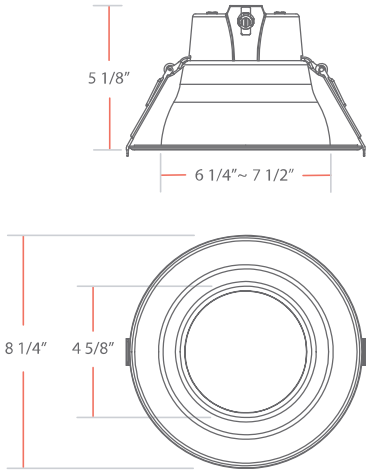
9/12W



14/18W

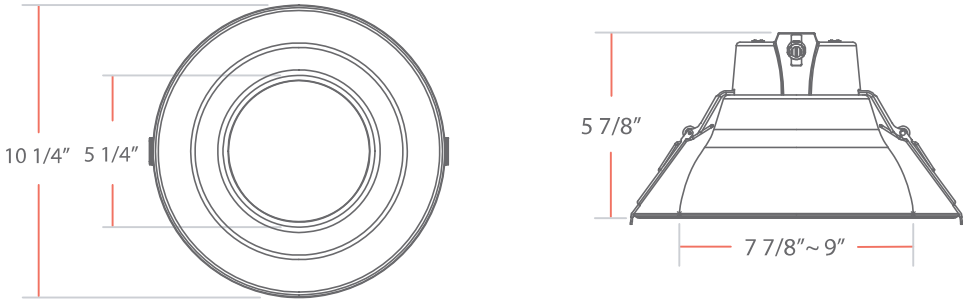


7/10/18W



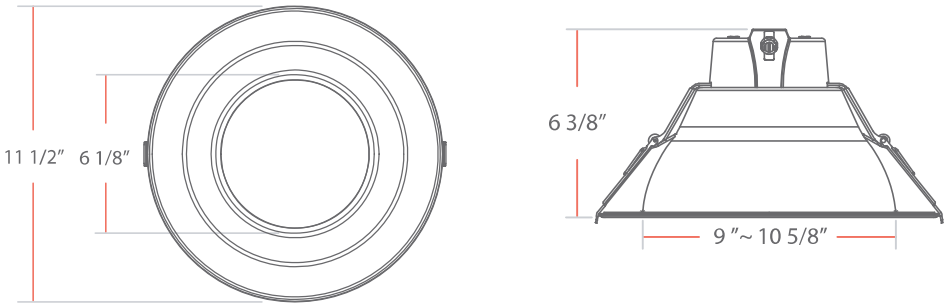
8"

10/15/22W



9.5"

10/15/22W



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Performance

RAB

2 Lumen Output	Size	Wattage	Lumens	Efficacy (lm/W)	Color Accuracy (CRI)
C6R9/129FAUNVW 3000K 3500K 4000K	6"	9/12	700 lm 900 lm	78	90
C6R14/189FAUNVW 3000K 3500K 4000K	6"	14/18	1200 lm 1500 lm	86	90
3 Lumen Output	**Size**	**Wattage**	**Lumens**	**Efficacy (lm/W)**	**Color Accuracy (CRI)**
C6R7/10/189FAUNVW 3000K 3500K 4000K	6"	7/10/18	700 lm 1000 lm 1500 lm	100	90
C8R10/15/229FAUNVW 3000K 3500K 4000K	8"	10/15/22	1000 lm 1500 lm 2000 lm	100	90
C9.5R20/25/329FAUNVW 3000K 3500K 4000K	9.5"	20/25/32	2000 lm 2500 lm 3000 lm	100	90

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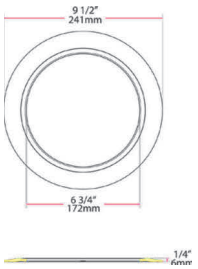
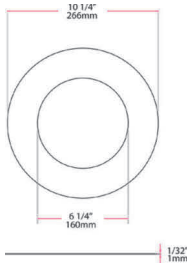
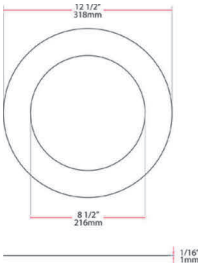
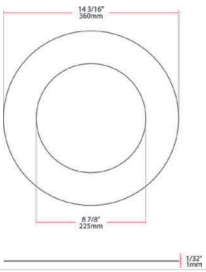
Accessories

RAB

Images	SKU Number	Description	Construction	Dimensions	Case Qty
Goof Rings - Plastic					
	DL6-8GOOF/R/P	6" Goof Ring for 6" Downlight - 2 Lumen Output Models	Robust Polycarbonate construction. Matte White Finish		
Goof Rings - Metal					
	DL8-10GOOF/R/M	10" Goof Ring for 8" Downlight - 3 Lumen Output Model	High-quality steel construction White powder coat finish		
	DL10-12GOOF/R/M	12" Goof Ring for 9.5" Downlight - 3 Lumen Output Model	High-quality steel construction White powder coat finish		
	DL12-14GOOF/R/M	12" Goof Ring for 9.5" Downlight - 3 Lumen Output Model	High-quality steel construction White powder coat finish		

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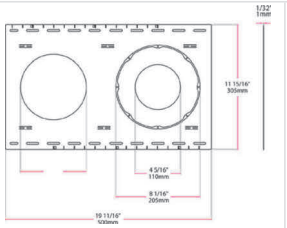
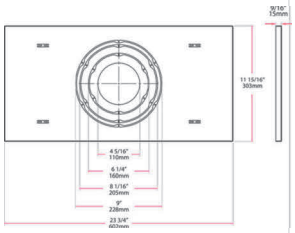
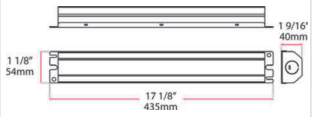
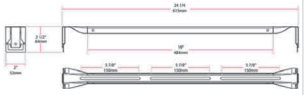
Accessories

RAB

Mounting Plates					
	DLPLATE/SJ	New Construction Plate for Stud/ Joist mounting for use with 4", 6" smooth and baffle models	Sturdy galvanized steel construction		10
	DLPLATE/T	New Construction or Remodel Plate for T-Grid ceilings for use with 4", 6" smooth and baffle models	Sturdy galvanized steel construction		10
Emergency Driver					
	DRI-25-EMGR-DC	Emergency Driver	Sturdy galvanized steel construction		4
	BRACKET_TG_DRI	T-Grid bracket for Emergency Driver	Sturdy galvanized steel construction		12

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Ordering Matrix

RAB

Product	Size	Shape	Wattage	CRI/Color Temp	Voltage	Finish
C		R		9FA	UNV	W
	6 6" **8** 8" **9.5** 9.5"	**R** Round	**700lm-1500lm** 7/10/18 **700lm-900lm** 9/12 **1000lm-2000lm** 10/15/22 **1200lm-1500lm** 14/18 **2000lm-3000lm** 20/25/32	9FA **90 CRI, Field Adjustable**	**120-277V** UNV	**W** White

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RSX2 LED
Area Luminaire

Catalog Number: RSX2 LED P6 40K SPA FAO DDBXD

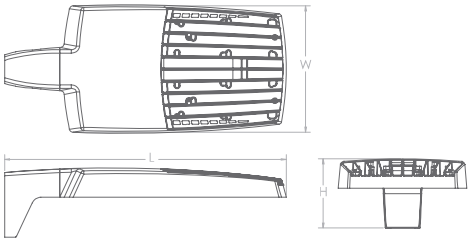
Notes

Type

Hit the Tab key or mouse over the page to see all interactive elements.

Specifications

EPA (ft²@0°):	0.69 ft² (0.06 m²)
Length:	29.3" (74.4 cm) (SPA mount)
Width:	13.4" (34.0 cm)
Height:	3.0" (7.6 cm) Main Body 7.2" (18.3 cm) Arm
Weight: (SPA mount)	30.0 lbs (13.6 kg)



Introduction

The new RSX LED Area family delivers maximum value by providing significant energy savings, long life and outstanding photometric performance at an affordable price. The RSX2 delivers 11,000 to 31,000 lumens allowing it to replace 250W to 1000W HID luminaires.

The RSX features an integral universal mounting mechanism that allows the luminaire to be mounted on most existing drill hole patterns. This "no-drill" solution provides significant labor savings. An easy-access door on the bottom of mounting arm allows for wiring without opening the electrical compartment. A mast arm adaptor, adjustable integral slipfitter and other mounting configurations are available.

Ordering Information

EXAMPLE: RSX2 LED P6 40K R3 MVOLT SPA DDBXD

RSX2 LED	P6	40K	R5	MVOLT	SPA
Series	**Performance Package**	**Color Temperature**	**Distribution**	**Voltage**	**Mounting**
RSX2 LED	P1	30K 3000K	R2 Type 2 Wide	MVOLT (120V-277V) [2]	SPA Square pole mounting (3.0" min. SQ pole for 1 at 90°, 3.5" min. SQ pole for 2, 3, 4 at 90°)
	P2	40K 4000K	R3 Type 3 Wide	HVOLT (347V-480V) [3]	RPA Round pole mounting (3.2" min. dia. RND pole for 2, 3, 4 at 90°, 3.0" min. dia. RND pole for 1 at 90°, 2 at 180°, 3 at 120°)
	P3	50K 5000K	R3S Type 3 Short	XVOLT (277V-480V) [4]	MA Mast arm adaptor (fits 2-3/8" OD horizontal tenon)
	P4		R4 Type 4 Wide	**(use specific voltage for options as noted)**	IS Adjustable slipfitter (fits 2-3/8" OD tenon) [6]
	P5		R4S Type 4 Short	120 [3] 277 [5]	WBA Wall bracket [1]
	P6		R5 Type 5 Wide [1]	208 [3] 347 [5]	WBASC Wall bracket with surface conduit box
			R5S Type 5 Short [1]	240 [3] 480 [5]	AASP Adjustable tilt arm square pole mounting [6]
			AFR Automotive Front Row		AARP Adjustable tilt arm round pole mounting [6]
			AFRR90 Automotive Front Row Right Rotated		AAWB Adjustable tilt arm with wall bracket [6]
			AFRL90 Automotive Front Row Left Rotated		AAWSC Adjustable tilt arm wall bracket and surface conduit box [6]

FAO

Options

Shipped Installed

HS	House-side shield [7]
PE	Photocontrol, button style [8,9]
PEX	Photocontrol external threaded, adjustable [9,10]
PER7	Seven-wire twist-lock receptacle only (no controls) [9,11,12,13]
CE34	Conduit entry 3/4" NPT (Qty 2)
SF	Single fuse (120, 277, 347) [5]
DF	Double fuse (208, 240, 480) [5]
SPD20KV	20KV Surge pack (10KV standard)
FAO	Field adjustable output [9,13]
DMG	0-10V dimming extend out back of housing for external control (control ordered separate) [9,13]
DS	Dual switching [9,14]

Shipped Installed

***Standalone and Networked Sensors/Controls (factory default settings, see table page 9)**

NLTAIR2	nLight AIR generation 2 [13,15,16]
PIRHN	Networked, Bi-Level motion/ambient sensor (for use with NLTAIR2) [13,14,17]

*Note: PIRHN with nLight Air can be used as a standalone dimming sensor with out-of-box settings or as a wireless networked solution. See factory default settings table. Sensor coverage pattern is affected when luminaire is tilted.

Shipped Separately (requires some field assembly)

EGS	External glare shield [6]
EGFV	External glare full visor (360° around light aperture) [7]
BS	Bird spikes [18]

DDBXD

Finish

DDBXD	Dark Bronze
DBLXD	Black
DNAXD	Natural Aluminum
DWHXD	White
DDBTXD	Textured Dark Bronze
DBLBXD	Textured Black
DNATXD	Textured Natural Aluminum
DWHGXD	Textured White

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Ordering Information

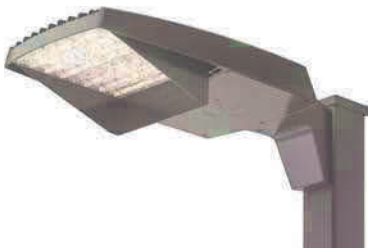
Accessories
Ordered and shipped separately.

RSX2HS	RSX2 House side shield (includes 2 shields)
RSX2EGS (FINISH) U	External glare shield (specify finish)
RSX2HSAFRR (FINISH) U	RSX2 House side shields for AFR rotated optics (includes 2 shields)
RSX2EGFV (FINISH) U	External glare full visor (specify finish)
RSXRPA (FINISH) U	RSX Universal round pole adaptor plate (specify finish)
RSXWBA (FINISH) U	RSX WBA wall bracket (specify finish) [1]
RSXSCB (FINISH) U	RSX Surface conduit box (specify finish, for use with WBA, WBA not included)
DLL127F 1.5 JU	Photocell -SSL twist-lock (120-277V) [19]
DLL347F 1.5 CUL JU	Photocell -SSL twist-lock (347V) [19]
DLL480F 1.5 CUL JU	Photocell -SSL twist-lock (480V) [19]
DSHORT SBK U	Shorting cap [19]

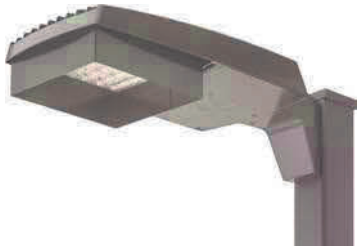
NOTES
1. Any Type 5 distribution, is not available with WBA.
2. MVOLT driver operates on any line voltage from 120-277V (50/60 Hz).
3. HVOLT driver operates on any line voltage from 347-480V (50/60 Hz).
4. XVOLT driver not available with P1. XVOLT driver operates on any line voltage from 277V-480V (50/60 Hz). XVOLT not available with fusing (SF or DF) and not available with PE or PEX.
5. Single fuse (SF) requires 120V, 277V or 347V. Double fuse (DF) requires 208V, 240V or 480V.
6. Maximum tilt is 90° above horizontal.
7. It may be ordered as an accessory.
8. Requires MVOLT or 347V.
9. Not available in combination with other light sensing control options (following options cannot be combined: PE, PEX, PER7, FAO, DMG, DS, PIRHN).
10. Requires 120V, 208V, 240V, or 277V.
11. Twistlock photocell ordered and shipped as a separate line item from Acuity Brands Controls. See accessories. Shorting Cap included. Dimming leads capped for future use.
12. For units with option PER7, the mounting must be restricted to +/- 45° from horizontal aim per ANSI C136.10-2010.
13. Two or more of the following options cannot be combined including DMG, DS, PER7, FAO and PIRHN.
14. DS only available on performance package P5 and P6.
15. Must be ordered with PIRHN.
16. Requires MVOLT or HVOLT.
17. Must be ordered with NLTAIR2. For additional information on PIRHN visit here.
18. Must be ordered with fixture for factory pre-drilling.
19. Requires luminaire to be specified with PER7 option. Ordered and shipped as a separate line item from Acuity Brands Controls.

External Shields

House Side Shield



External Glare Shield

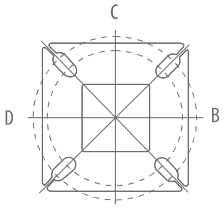


External 360 Full Visor

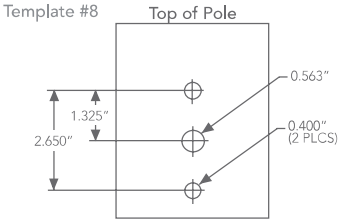
Pole/Mounting Informatiion

Accessories including bullhorns, cross arms and other adpaters are available under the accessories tab at Lithonia's Outdoor Poles and Arms product page. Click here to visit Accessories.

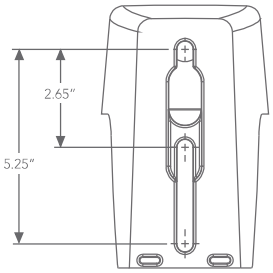
HANDHOLE ORIENTATION



RSX POLE DRILLING



RSX STANDARD ARM & ADJUSTABLE ARM



Round Tenon Mount - Pole Top Slipfitters

Tenon O.D.	RSX Mounting	Single	2 at 180°	2 at 90°	3 at 120°	3 at 90°	4 at 90°
2 - 3/8"	RPA, AARP	AS3-5 190	AS3-5 280	AS3-5 290	AS3-5 320	AS3-5 390	AS3-5 490
2 - 7/8"	RPA, AARP	AST25-190	AST25-280	AST25-290	AST25-320	AST25-390	AST25-490
4"	RPA, AARP	AST35-190	AST35-280	AST35-290	AST35-320	AST35-390	AST35-490

Drill/Side Location by Configuration Type

Drilling Template	Mounting Option	Single	2 @ 180	2 @ 90	3 @ 120	3 @ 90	4 @ 90
	Head Location	Side B	Side B & D	Side B & C	Round Pole Only	Side B, C & D	Side A, B, C & D
#8	Drill Nomenclature	DM19AS	DM28AS	DM29AS	DM32AS	DM39AS	DM49AS

RSX2 - Luminaire EPA

*Includes luminaire and integral mounting arm. Other tenons, arms, brackets or other accessories are not included in this EPA data.

Fixture Quantity & Mounting Configuration		Single	2 @ 90	2 @ 180	3 @ 90	3 @ 120	4 @ 90	2 Side by Side	3 Side by Side	4 Side by Side
Mounting Type	Tilt									
SPA - Square Pole Adaptor	0°	0.69	1.22	1.27	1.8	1.61	2.39	1.37	2.06	2.74
RPA - Round Pole Adaptor		0.74	1.27	1.37	1.9	1.71	2.49	1.42	2.16	2.84
MA - Mast Arm Adaptor		0.61	1.14	1.11	1.64	1.45	2.23	1.29	1.9	2.58
IS - Integral Slipfitter AASP/AARP - Adjustable Arm Square/Round Pole	0°	0.69	1.22	1.27	1.8	1.61	2.39	1.37	2.06	2.74
	10°	0.53	1.06	1.05	1.58	1.37	2.08	1.06	1.59	2.12
	20°	0.52	1.02	1.03	1.52	1.33	2.02	1.03	1.55	2.07
	30°	0.64	1.11	1.18	1.63	1.45	2.21	1.27	1.91	2.54
	40°	0.81	1.21	1.35	1.74	1.65	2.39	1.62	2.43	3.23
	45°	0.91	1.25	1.5	1.81	1.75	2.48	1.82	2.73	3.64
	50°	1.34	1.83	2.17	2.61	2.56	3.62	2.68	4.02	5.36
	60°	2.2	2.97	3.57	4.24	4.17	5.89	4.41	6.61	8.82
	70°	2.86	4.13	4.7	5.89	5.71	8.21	5.71	8.57	11.42
	80°	3.4	5.13	5.67	7.34	7.09	10.21	6.79	10.19	13.59
	90°	3.85	5.96	6.55	8.58	8.31	11.88	7.70	11.56	15.41

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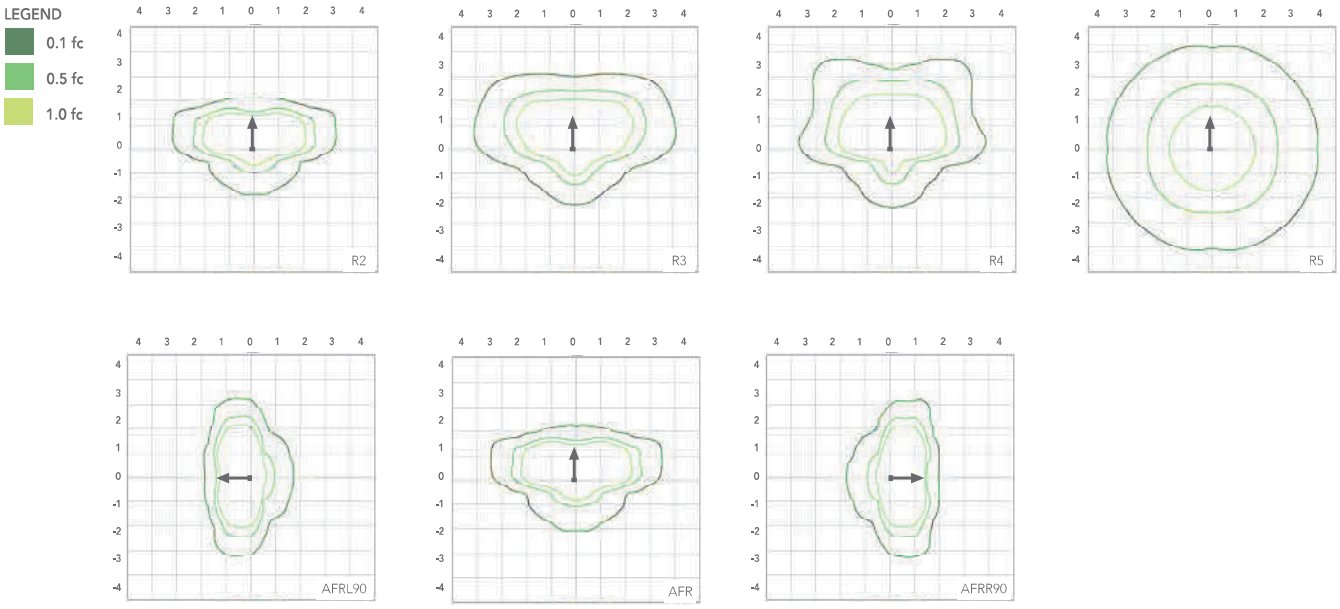
Photometric Diagrams

To see complete photometric reports or download .ies files for this product, visit Lithonia Lighting's RSX Area homepage.

Isofootcandle plots for the RSX2 LED P6 40K. Distances are in units of mounting height (30').



Performance Data

Lumen Ambient Temperature (LAT) Multipliers

Use these factors to determine relative lumen output for average ambient temperatures from 0-50°C (32-122°F).

Ambient	Ambient	Lumen Multiplier
0°C	32°F	1.05
5°C	41°F	1.04
10°C	50°F	1.03
15°C	59°F	1.02
20°C	68°F	1.01
25°C	77°F	1.00
30°C	86°F	0.99
35°C	95°F	0.98
40°C	104°F	0.97
45°C	113°F	0.96
50°C	122°F	0.95

Electrical Load

		Current (A)					
Performance Package	System Watts (W)	120V	208V	240V	277V	347V	480V
P1	71W	0.59	0.34	0.30	0.26	0.20	0.15
P2	111W	0.93	0.53	0.46	0.40	0.32	0.23
P3	147W	1.23	0.70	0.61	0.53	0.42	0.31
P4	187W	1.55	0.90	0.78	0.68	0.53	0.38
P5	210W	1.75	1.01	0.87	0.76	0.60	0.44
P6	244W	2.03	1.17	1.01	0.88	0.70	0.51

Projected LED Lumen Maintenance

Operating Hours	50,000	75,000	100,000
Lumen Maintenance Factor	>0.97	>0.95	>0.92

Values calculated according to IESNA TM-21-11 methodology and valid up to 40°C.

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Performance Data

Lumen Output

Lumen values are from photometric tests performed in accordance with IESNA LM-79-08. Data is considered to be representative of the configurations shown, within the tolerances allowed by Lighting Facts. Contact factory for performance data on any configurations not shown here.

Performance Package	System Watts	Distribution. Type	30K (3000K, 70 CRI)					40K (4000K, 70 CRI)					50K (5000K, 70 CRI)				
			Lumens	B	U	G	LPW	Lumens	B	U	G	LPW	Lumens	B	U	G	LPW
P1	71W	R2	10,040	2	0	1	139	11,031	2	0	1	153	11,031	2	0	1	153
		R3	10,005	2	0	2	141	10,992	2	0	2	155	10,992	2	0	2	155
		R3S	10,271	2	0	2	143	11,285	2	0	2	157	11,285	2	0	2	157
		R4	10,136	2	0	2	143	11,136	2	0	2	157	11,136	2	0	2	157
		R4S	9,779	2	0	2	138	10,744	2	0	2	151	10,744	2	0	2	151
		R5	10,271	4	0	2	145	11,285	4	0	2	159	11,285	4	0	2	159
		R5S	10,544	3	0	1	149	11,585	3	0	2	163	11,585	3	0	2	163
		AFR	10,026	2	0	1	141	11,016	2	0	1	155	11,016	2	0	1	155
		AFRR90	10,122	3	0	2	140	11,121	3	0	2	154	11,121	3	0	2	154
		AFRL90	10,164	3	0	2	141	11,167	3	0	2	155	11,167	3	0	2	155
P2	111W	R2	15,712	2	0	2	138	17,263	2	0	2	151	17,263	2	0	2	151
		R3	15,657	2	0	3	141	17,202	3	0	3	155	17,202	3	0	3	155
		R3S	16,075	2	0	2	141	17,661	2	0	2	155	17,661	2	0	2	155
		R4	15,862	2	0	3	143	17,427	2	0	3	157	17,427	2	0	3	157
		R4S	15,304	2	0	2	138	16,815	2	0	2	151	16,815	2	0	2	151
		R5	16,075	4	0	2	145	17,661	5	0	3	159	17,661	5	0	3	159
		R5S	16,502	4	0	2	149	18,130	4	0	2	163	18,130	4	0	2	163
		AFR	15,691	2	0	2	141	17,240	2	0	2	155	17,240	2	0	2	155
		AFRR90	15,841	3	0	3	139	17,404	4	0	3	153	17,404	4	0	3	153
		AFRL90	15,907	3	0	3	139	17,477	4	0	3	153	17,477	4	0	3	153
P3	147W	R2	19,855	3	0	2	132	21,814	3	0	2	145	21,814	3	0	2	145
		R3	19,785	3	0	3	135	21,737	3	0	4	148	21,737	3	0	4	148
		R3S	20,312	3	0	3	135	22,317	3	0	3	149	22,317	3	0	3	149
		R4	20,044	3	0	3	136	22,022	3	0	4	150	22,022	3	0	4	150
		R4S	19,339	3	0	3	132	21,247	3	0	3	145	21,247	3	0	3	145
		R5	20,313	5	0	3	138	22,317	5	0	3	152	22,317	5	0	3	152
		R5S	20,852	4	0	2	142	22,910	4	0	2	156	22,910	4	0	2	156
		AFR	19,828	3	0	2	135	21,785	3	0	2	148	21,785	3	0	2	148
		AFRR90	20,017	4	0	3	133	21,992	4	0	3	147	21,992	4	0	3	147
		AFRL90	20,101	4	0	3	134	22,084	4	0	3	147	22,084	4	0	3	147
P4	187W	R2	22,836	3	0	2	120	25,090	3	0	2	132	25,090	3	0	2	132
		R3	22,756	3	0	4	122	25,002	3	0	4	134	25,002	3	0	4	134
		R3S	23,363	3	0	3	123	25,668	3	0	3	135	25,668	3	0	3	135
		R4	23,054	3	0	4	123	25,329	3	0	4	135	25,329	3	0	4	135
		R4S	22,243	3	0	3	119	25,059	3	0	3	134	25,059	3	0	3	134
		R5	23,363	5	0	3	125	25,669	5	0	4	137	25,669	5	0	4	137
		R5S	23,983	4	0	2	128	26,350	4	0	2	141	26,350	4	0	2	141
		AFR	22,806	3	0	2	122	25,056	3	0	2	134	25,056	3	0	2	134
		AFRR90	23,023	4	0	3	121	25,295	4	0	3	133	25,295	4	0	3	133
		AFRL90	23,120	4	0	3	122	25,401	4	0	3	134	25,401	4	0	3	134
P5	210W	R2	26,141	3	0	2	122	28,721	3	0	2	135	28,721	3	0	2	135
		R3	26,049	3	0	4	124	28,620	3	0	4	136	28,620	3	0	4	136
		R3S	26,744	3	0	3	125	29,383	3	0	4	138	29,383	3	0	4	138
		R4	26,390	3	0	4	126	28,994	3	0	4	138	28,994	3	0	4	138
		R4S	25,462	3	0	3	121	27,974	3	0	3	133	27,974	3	0	3	133
		R5	26,744	5	0	4	127	29,383	5	0	4	140	29,383	5	0	4	140
		R5S	27,454	4	0	2	131	30,163	4	0	2	144	30,163	4	0	2	144
		AFR	26,106	3	0	2	124	28,682	3	0	2	137	28,682	3	0	2	137
		AFRR90	26,354	4	0	3	123	28,955	5	0	3	136	28,955	5	0	3	136
		AFRL90	26,465	4	0	3	124	29,077	5	0	3	136	29,077	5	0	3	136
P6	244W	R2	27,646	3	0	2	112	30,374	3	0	2	123	30,374	3	0	2	123
		R3	27,549	3	0	4	113	30,267	3	0	4	124	30,267	3	0	4	124
		R3S	28,283	3	0	3	115	31,075	3	0	4	126	31,075	3	0	4	126
		R4	27,909	3	0	4	114	30,663	3	0	4	126	30,663	3	0	4	126
		R4S	26,928	3	0	3	110	29,585	3	0	3	121	29,585	3	0	3	121
		R5	28,284	5	0	4	116	31,075	5	0	4	127	31,075	5	0	4	127
		R5S	29,035	4	0	2	119	31,900	5	0	3	131	31,900	5	0	3	131
		AFR	27,608	3	0	2	112	30,332	3	0	2	123	30,332	3	0	2	123
		AFRR90	27,872	4	0	3	113	30,622	5	0	3	124	30,622	5	0	3	124
		AFRL90	27,989	4	0	3	113	30,751	5	0	3	125	30,751	5	0	3	125

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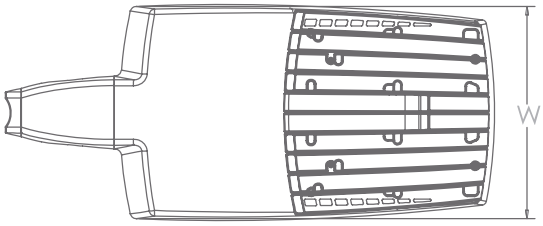
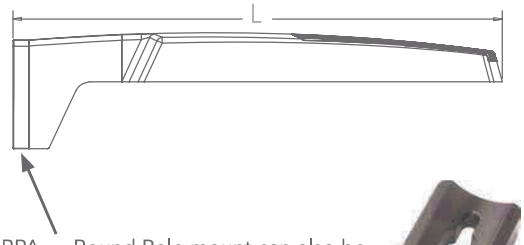
Dimensions & Weights

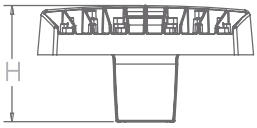
Luminaire Weight by Mounting Type

Mounting Configuration	Total Luminaire Weight
SPA	30 lbs
RPA	32 lbs
MA	30 lbs
WBA	33 lbs
WBASC	36 lbs
IS	33 lbs
AASP	33 lbs
AARP	35 lbs
AAWB	36 lbs
AAWSC	39 lbs

RSX2 with Round Pole Adapter (RPA)



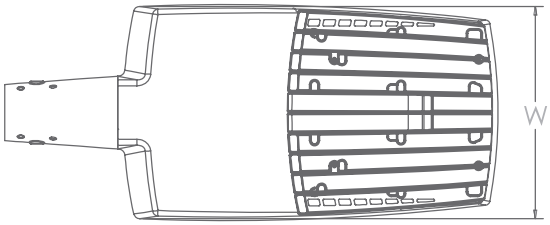


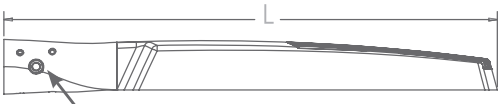


Length: 30.3" (77.0 cm)
Width: 13.4" (34.0 cm)
Height: 3.0" (7.6 cm) Main Body
7.2" (18.3 cm) Arm

Note: RPA — Round Pole mount can also be used to mount on square poles by omitting the round pole adapter plate shown here.

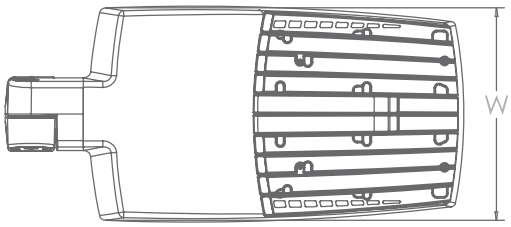
RSX2 with Mast Arm Adapter (MA)

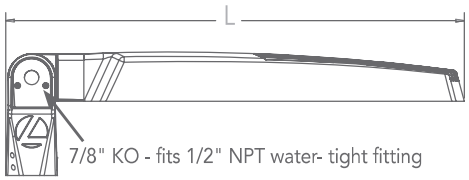


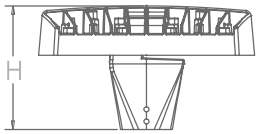


Length: 30.6" (77.7 cm)
Width: 13.4" (34.0 cm)
Height: 3.0" (7.6 cm) Main Body
3.5" (8.9 cm) Arm

RSX2 with Adjustable Slipfitter (IS)







Length: 28.3" (71.9 cm)
Width: 13.4" (34.0 cm)
Height: 3.0" (7.6 cm) Main Body
7.6" (19.3 cm) Arm

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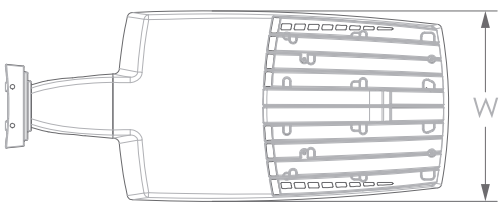
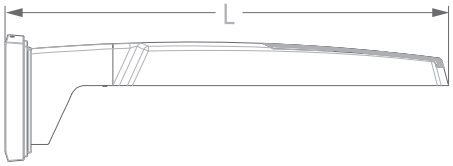
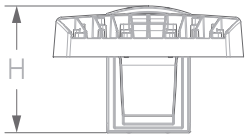
Dimensions

RSX2 with Wall Bracket (WBA)

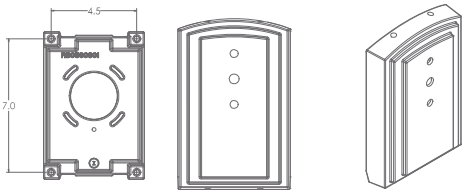




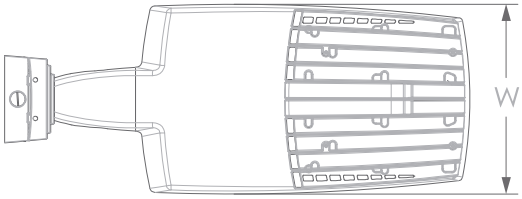


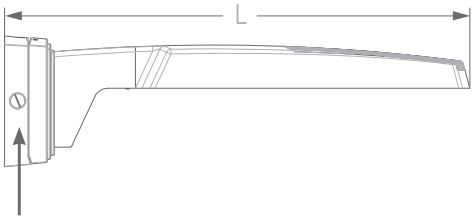
Length: 31.2" (79.2 cm)
Width: 13.4" (41.7 cm)
Height: 3.0" (7.6 cm) Main Body
8.9" (22.6 cm) Arm

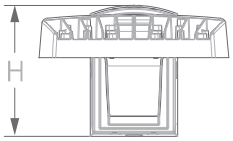
Wall Bracket (WBA) Mounting Detail



RSX2 with Wall Bracket with Surface Conduit Box (WBASC)

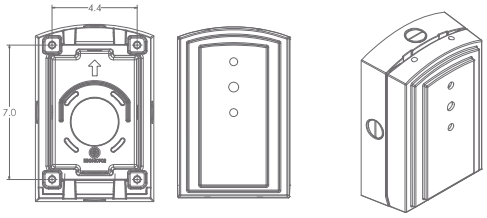






3/4" NPT taps with plugs - Qty (4) provided

Surface Conduit Box (SCB) Mounting Detail



Length: 32.8" (83.3 cm)
Width: 13.4" (41.7 cm)
Height: 3.0" (7.6 cm) Main Body
9.2" (23.4 cm) Arm

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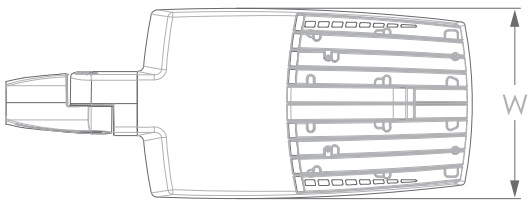
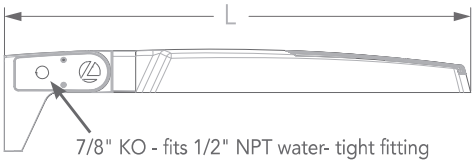
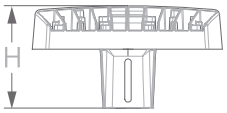
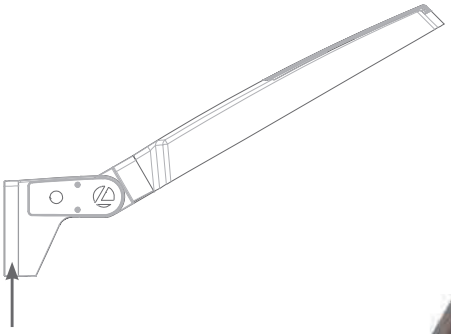
Dimensions

RSX2 with Adjustable Tilt Arm - Square or Round Pole (AASP or AARP)









Length: 32.8" (83.3 cm) **AASP**
33.8" (85.9 cm) **AARP**
Width: 13.4" (34.0 cm)
Height: 3.0" (7.6 cm) Main Body
7.2" (18.2 cm) Arm

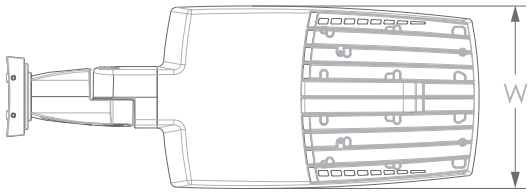
NOTE:
RPA - Round Pole mount can also be used to mount on square poles by omitting the round pole adapter plate shown here.

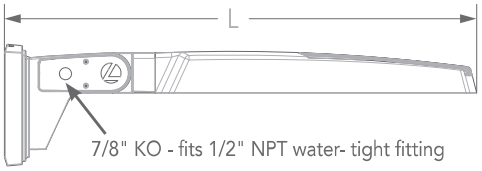
Notes

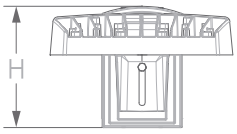
AASP: Requires 3.0" min. square pole for 1 at 90°. Requires 3.5" min. square pole for mounting 2, 3, 4 at 90°.

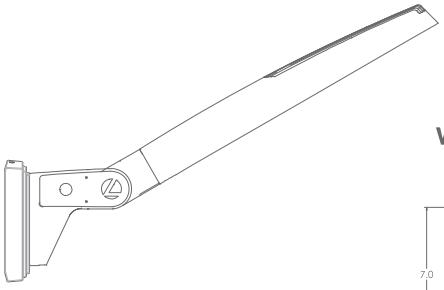
AARP: Requires 3.2" min. dia. round pole for 2, 3, 4 at 90°. Requires 3.0" min. dia. round pole for mounting 1 at 90°, 2 at 180°, 3 at 120°.

RSX2 with Adjustable Tilt Arm with Wall Bracket (AAWB)



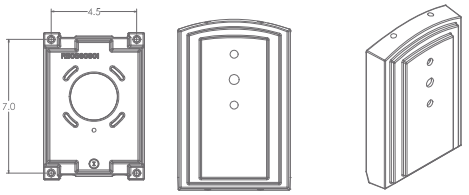






Length: 34.7" (88.0 cm)
Width: 13.4" (34.0 cm)
Height: 3.0" (7.6 cm) Main Body
8.9" (22.6 cm) Arm

Wall Bracket (WBA) Mounting Detail



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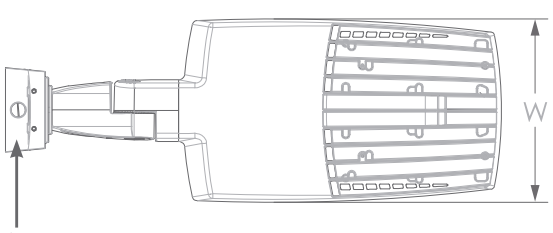
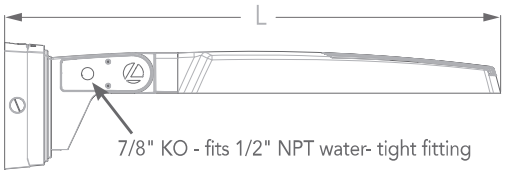
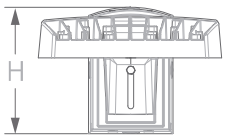
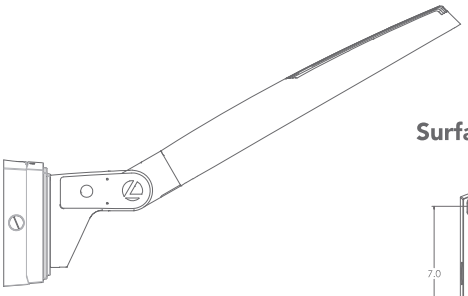
Dimensions

RSX2 with Adjustable Tilt Arm with Wall Bracket and Surface Conduit Box (AAWSC)



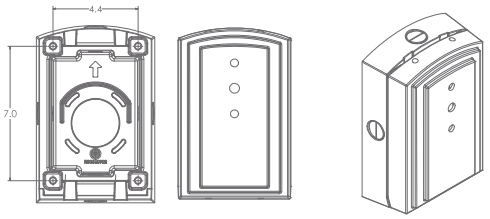




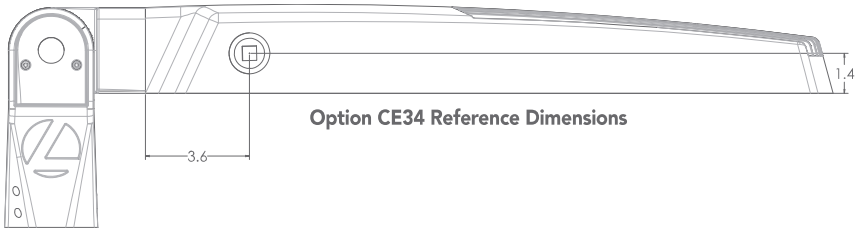


Length: 36.2" (91.9 cm)
Width: 13.4" (40.0 cm)
Height: 3.0" (7.6 cm) Main Body
9.2" (23.4 cm) Arm

Surface Conduit Box (SCB) Mounting Detail

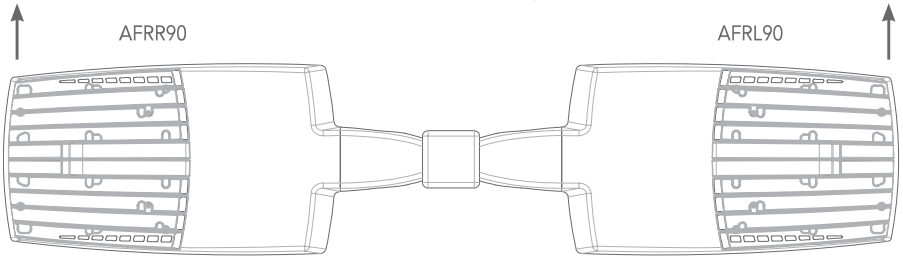


Additional Reference Drawings



Option CE34 Reference Dimensions

Automotive Front Row - Rotated Optics (AFRL90/R90)



(Example: 2@180 - arrows indicate direction of light exiting the luminaire)

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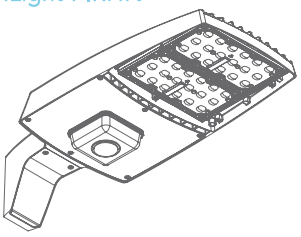
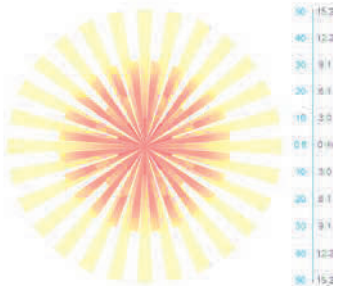
nLight Control - Sensor Coverage and Settings

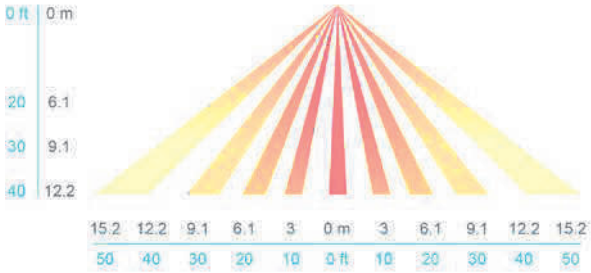
NLTAIR2 PIRHN nLight Sensor Coverage Pattern

nLight PIRHN





Top



Side

Motion Sensor Default Settings - Option PIRHN						
Option	Dimmed State (unoccupied)	High Level (when occupied)	Photocell Operation	Dwell Time (occupancy time delay)	Ramp-up Time (from unoccupied to occupied)	Ramp-down Time (from occupied to unoccupied)
NLTAIR2 PIRHN	Approx. 30% Output	100% Output	Enabled @ 1.5FC	7.5 minutes	3 seconds	5 minutes

*Note: NLTAIR2 PIRHN default settings including photocell set-point, high/low dim rates, and occupancy sensor time delay are all configurable using the Clairity Pro App. Sensor coverage pattern shown with luminaire at 0°. Sensor coverage pattern is affected when luminaire is tilted.

FEATURES & SPECIFICATIONS

INTENDED USE
The RSX LED area family is designed to provide a long-lasting, energy-efficient solution for the one-for-one replacement of existing metal halide or high pressure sodium lighting. The RSX2 delivers 11,000 to 31,000 lumens and is ideal for replacing 250W to 1000W HID pole-mounted luminaires in parking lots and other area lighting applications.

CONSTRUCTION AND DESIGN
The RSX LED area luminaire features a rugged die-cast aluminum main body that uses heat-dissipating fins and flow-through venting to provide optimal thermal management that both enhances LED performance and extends component life. Integral "no drill" mounting arm allows the luminaire to be mounted on existing pole drillings, greatly reducing installation labor. The light engines and housing are sealed against moisture and environmental contaminants to IP66. The low-profile design results in a low EPA, allowing pole optimization. Vibration rated per ANSI C136.31: 3G Mountings: Include SPA, RPA, MA, IS, AASP, AARP rated for 3G vibration. 1.5G Mountings: Include WBA, WBASC, AAWB and AAWSC rated for 1.5G vibration.

FINISH
Exterior parts are protected by a zinc-infused Super Durable TGIC thermoset powder coat finish that provides superior resistance to corrosion and weathering. A tightly controlled multi-stage process ensures superior adhesion as well as a minimum finish thickness of 3 mils. The result is a high-quality finish that is warrantied not to crack or peel.

OPTICS
Precision acrylic refractive lenses are engineered for superior application efficiency, distributing the light to where it is needed most. Available in short and wide pattern distributions including Type 2, Type 3, Type 3S, Type 4, Type 4S, Type 5, Type 5S, AFR (Automotive Front Row) and AFR rotated AFRR90 and ARFL90.

ELECTRICAL
Light engine(s) configurations consist of high-efficacy LEDs mounted on metal-core circuit boards and aluminum heat sinks to maximize heat dissipation. Light engines are IP66 rated. LED lumen maintenance is >L92/100,000 hours. CCT's of 3000K, 4000K and 5000K (minimum 70 CRI) are available. Class 1 electronic drivers ensure system power factor >90% and THD <20%. Easily serviceable 10kV surge protection device meets a minimum Category C Low operation (per ANSI/IEEE C62.41.2).

STANDARD CONTROLS
The RSX LED area luminaire has a wide assortment of control options. Dusk to dawn controls include MVOLT and 347V button-type photocells and NEMA twist-lock photocell receptacles.

nLIGHT AIR CONTROLS
The RSX LED area luminaire is also available with nLight® AIR for the ultimate in wireless control. This powerful controls platform provides out-of-the-box basic motion sensing with photocontrol functionality and is suitable for mounting heights up to 40 feet. No commissioning is required when using factory default settings that provide basic stand-alone motion occupancy dimming that is switched on and off with a built-in photocell. See chart above for motion sensor default out-of-box settings. For more advanced wireless functionality, such as group dimming, nLight AIR can be commissioned using a smartphone and the easy-to-use CLAIRITY app. nLight AIR equipped luminaries can be grouped, resulting in motion sensor and photocell group response without the need for additional equipment. Scheduled dimming with motion sensor over-ride can be achieved when used with the nLight Eclypse. Additional information about nLight Air can be found here.

INSTALLATION
Integral "no-drill" mounting arm allows for fast, easy mounting using existing pole drillings. Select the "SPA" option for square poles and the "RPA" option to mount to round poles. Note, the RPA mount can also be used for mounting to square poles by omitting the RPA adapter plate. Select the "MA" option to attach the luminaire to a 2 3/8" horizontal mast arm or the "IS" option for an adjustable slipfitter that mounts on a 2 3/8" OD tenon. The adjustable slipfitter has an integral junction box and offers easy installation. Can be tilted up to 90° above horizontal. Additional mountings are available including a wall bracket, adjustable tilt arm for direct-to-pole and wall and a surface conduit box for wall mount applications.

LISTINGS
CSA Certified to meet U.S. and Canadian standards. Suitable for wet locations. Rated for -40°C minimum ambient. DesignLights Consortium® (DLC) Premium qualified product and DLC qualified product. Not all versions of this product may be DLC Premium qualified or DLC qualified. Please check the DLC Qualified Products List at www.designlights.org/QPL to confirm which versions are qualified.

WARRANTY
5-year limited warranty. Complete warranty terms located at:
www.acuitybrands.com/support/customer-support/terms-and-conditions

Note: Actual performance may differ as a result of end-user environment and application.
All values are design or typical values, measured under laboratory conditions at 25 °C.
Specifications subject to change without notice.

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CS CONTRACTOR SELECT™

LITHONIA LIGHTING

Catalog Number	
Notes	
Type	

Contractor Select™

COMPACT PRO™

LED Round High Bay

The Compact Pro High Bay (CPRB) is a budget-oriented high bay designed specifically with the contractor in mind. Its compact design makes it easier and quicker to install. Compact Pro is built with quality to last and performance to meet the needs of the job, making it the best choice for affordable and reliable light-duty industrial applications like warehouses, gymnasiums, and multiple purpose rooms.

FEATURES:

- Compact design saves time and money during installation.
- Patent pending innovative control lens.
- Robust 6kV surge protection per ANSI standards for Industrial environments.
- Operates up to 55°C ambient.
- Standard with permanently attached die-cast aluminum hook with safety latch. Patent pending. Also includes 7' safety chain.
- 0-10V dimming driver standard for 10% to 100% dimming capabilities.

DLC LISTED | DLC LISTED PREMIUM | NOM | DAMP LOCATION™ | SA® C US | DIMMABLE LED

Catalog number	UPC	Description	Lumens	Input watts	Color temperature	Color rendering	Voltage	Distribution	Pallet Qty.
CPRB 18LM MVOLT 40K 80CRI DWH	00196182615429	LED Round High Bay	18,000	132	4000K	80	120-277	Medium	132
CPRB 24LM MVOLT 40K 80CRI DWH	00196182615498	LED Round High Bay	24,000	175	4000K	80	120-277	Medium	66
CPRB AL013 UVOLT SWW9 80CRI DWH	00196182615023	LED Round High Bay	12000/15000/18000	83/106/132	4000/5000K	80	120-347	Medium	132
CPRB AL013 UVOLT SWW9 80CRI DBL	00196182615054	LED Round High Bay	12000/15000/18000	83/106/132	4000/5000K	80	120-347	Medium	132
CPRB AL014 UVOLT SWW9 80CRI DWH	00196182615061	LED Round High Bay	21000/24000/27000	148/175/195	4000/5000K	80	120-347	Medium	66
CPRB AL014 UVOLT SWW9 80CRI DBL	00196182615078	LED Round High Bay	21000/24000/27000	148/175/195	4000/5000K	80	120-347	Medium	66

Accessories: *Order as separate catalog number.*

Mounting:

CPRBSMB	Surface mount bracket (galvanized)
JEBLMTG ADAPTER M12	3/4" reducer
LPM	Loop, male, damp location
JCBLSC120	10' safety cable
JCBLSC240	20' safety cable

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CONTRACTOR SELECT™

LITHONIA LIGHTING®

Specifications

INTENDED USE:
Ideal one-for-one replacement of conventional lighting systems such as HID and fluorescent. For use in light Industrial applications such as, warehousing, gymnasiums, multi-purpose rooms, and other large indoor spaces. **Certain airborne contaminants can diminish integrity of acrylic and/or polycarbonate. Click here for Acrylic-Polycarbonate Compatibility table for suitable uses.**
Certain airborne contaminants may adversely affect the functioning of LEDs and other electronic components, depending on various factors such as concentrations of the contaminants, ventilation, and temperature at the end-user location. Click here for a list of substances that may not be suitable for interaction with LEDs and other electronic components.

CONSTRUCTION:
Cast driver housing gives superior thermal performance. Patent pending polycarbonate lens diffuses light source and reduces glare while protecting LEDs and providing medium distribution. Available in two sizes with optional switchable lumens (12000/15000/18000 or 21000/24000/27000) and color temperatures (4000K/5000K). Static lumen and color temperature versions also available. Field installable sensors available.

FINISH:
Black and white finishes available on switchable units and static available in white only.

ELECTRICAL:
70% lumen maintenance at > 54,000 hours. Thermally protected driver standard with 0-10V dimming allowing for 10% to 100% dimming capability. Fixture comes standard with 6' power cord and 6' low voltage dimming cord. Luminaire surge protection level: designed to withstand up to 6kV/3kA per ANSI C82.77-5-2015 Multi-volt driver, 120-277V standard for static versions. UVOLT driver, 120-347V standard with switchable versions.

INSTALLATION:
Compact Pro™ package includes patent pending permanently attached hook with safety latch safety hook and 7' galvanized safety cable. 3/4" reducer available for stem or hook mounting. Optional surface mount bracket also available.

LISTINGS:
CSA listed. Damp location listed. IP54 rated. Designed for use in ambient temperatures ranging from -40°C to 55°C when suspended 18" off ceiling; with the exception of ALO14 which has a -37° C starting temperature.

DesignLights Consortium® (DLC) Premium qualified product and DLC qualified product. Not all versions of this product may be DLC Premium qualified or DLC qualified. Please check the DLC Qualified Products List at www.designlights.org/QPL to confirm which versions are qualified.

WARRANTY:
5-year limited warranty. This is the only warranty provided and no other statements in this specification sheet create any warranty of any kind. All other express and implied warranties are disclaimed. Complete warranty terms located at: www.acuitybrands.com/support/warranty/terms-and-conditions

Note: Actual performance may differ as a result of end-user environment and application. All values are design or typical values, measured under laboratory conditions at 25 °C. Specifications subject to change without notice.

Dimensions

Lumens package	Length	Width	Depth	Weight
	Dimensions shown in inches (centimeters)			Shown in pounds (kg)
18LM	12.98	12.98	3.16	5
24LM	15.14	15.14	3.35	6.1
ALO13	12.98	12.98	3.16	5
ALO14	15.14	15.14	3.35	6.1

Field installable sensors*	Utilizes sensor
CPRBSNSR MSD7 0V DWH KIT	MSD 7 WH 0V
CPRBSNSR MSD7 5V DWH KIT	MSD 7 WH 5V
CPRBSNSR MSD7 ADC 0V DWH KIT	MSD 7 ADC WH 0V
CPRBSNSR MSD7 ADC 5V DWH KIT	MSD 7 ADC WH 5V
CPRBSNSR MSD ADC 0V DWH KIT	MSD ADC WH 0V
CPRBSNSR MSD ADC 5V DWH KIT	MSD ADC WH 5V
CPRBSNSR MSD7 0V DBL KIT	MSD 7 WH 0V
CPRBSNSR MSD7 5V DBL KIT	MSD 7 WH 5V
CPRBSNSR MSD7 ADC 0V DBL KIT	MSD 7 ADC WH 0V
CPRBSNSR MSD7 ADC 5V DBL KIT	MSD 7 ADC WH 5V
CPRBSNSR MSD ADC 0V DBL KIT	MSD ADC WH 0V
CPRBSNSR MSD ADC 5V DBL KIT	MSD ADC WH 5V
CPRBSNSR RMSOD7 DWH KIT	RMSOD 7 ZT EXTDB 90D 50FC G2 J100
CPRBSNSR RMSOD7 DBL KIT	RMSOD 7 BW ZT EXTDB 90D 50FC G2 J100
CPRBSNSR RMSOD45 DWH KIT	RMSOD 45 ZT EXTDB 90D 50FC G2 J100
CPRBSNSR RMSOD45 DBL KIT	RMSOD 45 BW ZT EXTDB 90D 50FC G2 J100
CPRBSNSR RMSOD45A DWH KIT	RMSOD 45A ZT EXTDB 90D 50FC G2 J100
CPRBSNSR RMSOD45A DBL KIT	RMSOD 45A BW ZT EXTDB 90D 50FC G2 J100

* All sensor kits include sensor mounting plate in white (DWH) or black(DBL) to match your fixture.

ACCESSORIES

LPM

3/4" mounting adapter

CPRBSMB

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CONTRACTOR SELECT™

LITHONIA LIGHTING

Catalog Number	
Notes	
Type	

Contractor Select™

COMPACT PRO™

LED High Bay

The Compact Pro High Bay (CPHB) is a budget-oriented high bay designed specifically with the contractor in mind. Its compact design makes it easier and quicker to install. Compact Pro is built with quality to last and performance to meet the needs of the job, making it the best choice for affordable and reliable light-duty industrial applications like warehouses.

FEATURES:

- Compact design saves time and money during installation
- Innovative Glare Control lens meets new DLC 5.1 standards
- Robust 6kV surge protection standard per ANSI standards for Industrial environments
- Operates up to 55°C ambient
- Includes mounting hardware (V-hook & 36" hanger chain)

NOM DLC LISTED PREMIUM DAMP LOCATION™ SA® C US DIMMABLE LED

Catalog Number	UPC	Description	Lumens	Input Watts	Color Temperature	Color Rendering	Voltage	Distribution	Pallet Qty.
CPHB 12LM MVOLT 40K	00194994608325	14" LED High Bay	12,261	88	4000 K	80 CRI	120-277V	Medium	204
CPHB 12LM MVOLT 50K	00194994429548	14" LED High Bay	12,342	88	5000 K	80 CRI	120-277V	Medium	204
CPHB 15LM MVOLT 40K	00194994429562	14" LED High Bay	14,857	104	4000 K	80 CRI	120-277V	Medium	204
CPHB 15LM MVOLT 50K	00194994429593	14" LED High Bay	14,955	104	5000 K	80 CRI	120-277V	Medium	204
CPHB 18LM MVOLT 40K	00194994608295	14" LED High Bay	18,364	134	4000 K	80 CRI	120-277V	Medium	204
CPHB 18LM MVOLT 50K	00194994429630	14" LED High Bay	18,485	134	5000 K	80 CRI	120-277V	Medium	204
CPHB 24LM MVOLT 40K	00194994429685	22" LED High Bay	24,890	174	4000 K	80 CRI	120-277V	Medium	102
CPHB 24LM MVOLT 50K	00194994429753	22" LED High Bay	25,054	174	5000 K	80 CRI	120-277V	Medium	102
CPHB 30LM MVOLT 40K	00194994429746	22" LED High Bay	30,298	214	4000 K	80 CRI	120-277V	Medium	102
CPHB 30LM MVOLT 50K	00194994429784	22" LED High Bay	30,498	214	5000 K	80 CRI	120-277V	Medium	102
CPHB ALO13 MVOLT SWW9 80CRI DWH	00196183428561	14" LED High Bay	12000/15000/18000	89/115/140	4000K/5000K	80CRI	120-277V	Medium	204
CPHB ALO16 MVOLT SWW9 80CRI DWH	00196183428578	22" LED High Bay	24000/27000/30000	177/205/222	4000K/5000K	80CRI	120-277V	Medium	102

More configurations are available. Click here or visit www.acuitybrands.com and search for CPHB.

Accessories: *Order as separate catalog number.*

Mounting:

IBAC120 M100	Aircraft cable 10' with hook (one pair)
IBAC240 M75	Aircraft cable 20' with hook (one pair)
IBHMP	Hook monopoint
CPHBPMPSM	Pendant Monopoint splice box with 3/4" hub (for 12LM - 18LM) ‡
CPHBPMPMD	Pendant Monopoint splice box with 3/4" hub (for 24LM - 30LM) ‡
ZACVH	Aircraft 10' V hanger (one pair)
THUN J2	Surface mount bracket ‡

Wire guards:

WGCPHBSM	Wire guard for CPHB (12LM - 18LM)
WGCPHBMD	Wire guard for CPHB (24LM - 30LM)

‡ Option Value Ordering Restrictions

Option value	Restriction
CPHBPMPSM/MD	Pendant monopoint splice boxes will require wiring from access plate to splice box KO if power is being dropped through pendant conduit. Fixture does not have a KO in center to pull power out of driver channel through splice box
THUN J2	Order quantity required in multiples of 2. 12LM - 18LM requires one per fixture, 24LM - 30LM require two per fixture.

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CONTRACTOR SELECT™

LITHONIA LIGHTING®

Specifications

INTENDED USE:

Ideal one-for-one replacement of conventional lighting systems such as HID and fluorescent. For use in light Industrial applications such as warehousing and other large indoor spaces with mounting heights ranging from 10' – permitted. **Certain airborne contaminants can diminish integrity of acrylic and/or polycarbonate. Click here for Acrylic-Polycarbonate Compatibility table for suitable uses. Certain airborne contaminants may adversely affect the functioning of LEDs and other electronic components, depending on various factors such as concentrations of the contaminants, ventilation, and temperature at the end-user location. Click here for a list of substances that may not be suitable for interaction with LEDs and other electronic components.**

CONSTRUCTION:

Extruded aluminum channels enable superior thermal performance.

Glare Control Lens diffuses light source and reduces glare while protecting LEDs.

Lens meets DLC 5.1 standards for UGR (Unified Glare Rating)

Available in two sizes with optional switchable lumens (12000/15000/18000 or 24000/27000/30000) and color temperatures (4000K/5000K).

ELECTRICAL:

70% lumen maintenance at > 100,000 hours.

Thermally protected driver standard with 0-10V dimming.

Luminaire surge protection level: designed to withstand up to 6kV/3kA per ANSI C82.77-5-2015.

Multi-volt driver, 120-277V standard.

INSTALLATION:

Fixture package includes V-hanger hardware kit with 2- V-hanger brackets and 2- 36" chain lengths.

Fixture is suitable for mounting by chain, cable, surface-mount bracket, or hook monopoint. Surface mounting available using optional THUN surface mount bracket (order separately). Designed for use in ambient temperatures ranging from -40°C to 55°C when suspended 18" off ceiling. Max operating temperature of 45°C when surface mounted.

LISTINGS:

CSA listed. Damp location listed.

DesignLights Consortium® (DLC) Premium qualified product. Not all versions of this product may be DLC Premium qualified. Please check the DLC Qualified Products List at www.designlights.org/QPL to confirm which versions are qualified.

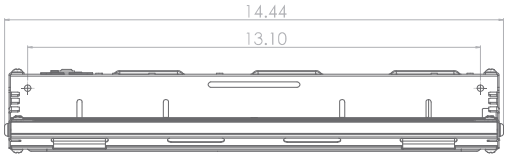
WARRANTY:

5-year limited warranty. This is the only warranty provided and no other statements in this specification sheet create any warranty of any kind. All other express and implied warranties are disclaimed. Complete warranty terms located at: www.acuitybrands.com/support/warranty/terms-and-conditions

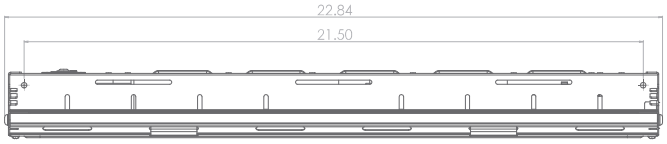
Note: Actual performance may differ as a result of end-user environment and application. All values are design or typical values, measured under laboratory conditions at 25 °C. Specifications subject to change without notice.

Dimensions

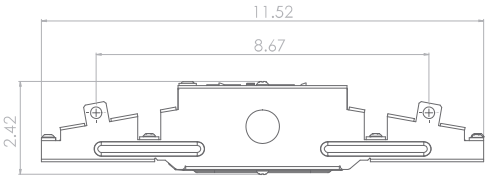
All dimensions are inches (centimeters) unless otherwise indicated.



Side View: CPHB 12LM, 15LM, 18LM, ALO13



Side View: CPHB 24LM, 30LM, ALO16



End View: CPHB 12LM, 15LM, 18LM, 24LM, 30LM, ALO13, ALO16

Lumen package	Length	Width	Depth	Weight
	Dimensions shown in inches (centimeters)			Shown in pounds (kg)
12000LM	14.4 (36.6)	11.5 (29.2)	2.3 (5.8)	5 (2.2)
15000LM	14.4 (36.6)	11.5 (29.2)	2.3 (5.8)	5 (2.2)
18000LM	14.4 (36.6)	11.5 (29.2)	2.3 (5.8)	6.5 (2.9)
24000LM	22.8 (57.9)	11.5 (29.2)	2.3 (5.8)	8 (3.6)
30000LM	22.8 (57.9)	11.5 (29.2)	2.3 (5.8)	8 (3.6)
ALO13	14.4 (36.6)	11.5 (29.2)	2.3 (5.8)	6.6 (3.0)
ALO16	22.8 (57.9)	11.5 (29.2)	2.3 (5.8)	8.1 (3.7)

Nomenclature	Lumen Package	CCT	Lumens	Wattage	Efficacy
CPHB ALO13 MVOLT SWW9 80CRI DWH	12000LM	4000K	12272	89	138
		5000K	12465	89	140
	15000LM	4000K	15117	112	135
		5000K	15248	112	136
	18000LM	4000K	18265	138	132
		5000K	18395	138	133
CPHB ALO16 MVOLT SWW9 80CRI DWH	24000LM	4000K	24193	176	138
		5000K	24415	177	138
	27000LM	4000K	27345	202	135
		5000K	27679	204	136
	30000LM	4000K	29578	221	134
		5000K	29755	222	134

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Classic Series
Medium Wall Light

PROJECT INFORMATION	
JOB NAME	
FIXTURE TYPE	Medium Wall Light
CATALOG NUMBER	
APPROVED BY	

SPECIFICATIONS

Construction:
Rugged traditional aluminum die cast housing provides proven environmental protection for LED modules. Traditional fixture designs provide a familiar look and standard installation requirements. Retaining this look allows the ability to upgrade fixtures gradually, while retaining the same overall fixture appearance throughout a facility.

Glare Free:
Positioning of the LED modules within the housing result in light directed to desired locations and eliminates offensive light.

Lens:
Borosilicate glass lens assembly is designed to provide high efficiency and to target the light where needed to satisfy outdoor lighting requirements.

Positioning of the LEDs (along with Patent Pending thermal management system) results in the light being directed to desired locations eliminating glare and offensive light.

Thermal Management:
Atlas' Patent Pending exclusive Thermal Management System™ features a unique internal design that allows for lower operating temperatures which results in a brighter, whiter light, more stable color and longer LED and driver life.

Listings:
Luminaire is certified to UL/cUL Standards for Wet Locations

DesignLights Consortium qualified luminaire, eligible for rebates from DLC member utilities. [2]*See chart on other next page for qualifying products.*

AC Input: 120/208/240/277V 347/480V

Lifespan: 200,000+ hrs.[1]

Driver:
Constant current, Class 2, 120-277 VAC, 50-60 Hz
High Efficiency – min. 88%z
0-10 V Dimming

LEDs:
3000K, 4000K, 4500K, 5000K CCT Fixed |
4000K, 4500K, 5000K CCT Selectable
Epoxy Guard™ protective conformal coated boards
Atlas LEDs provide higher lumen output, greater energy efficiency and more reliable fixture performance.

Testing:
Atlas LED luminaires have been tested by an independent laboratory in accordance with IESNA LM-79 & LM-80.

Warranty: Five-year limited warranty

Installation:
Fixture retains the same knock-out sizes and positions as previous models, reducing wiring costs.

Emergency Back-up: For factory installed Emergency Back-Up add suffix EB to part number.

480 Volt: For 480V add suffix 4 to part number.

MANUFACTURED & TESTED IN USA

DLC LISTED

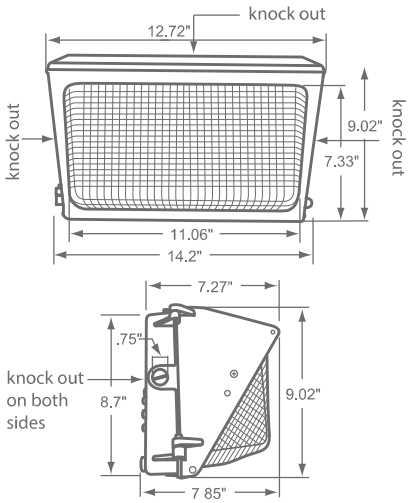
c UL us LISTED

5 YEAR WARRANTY

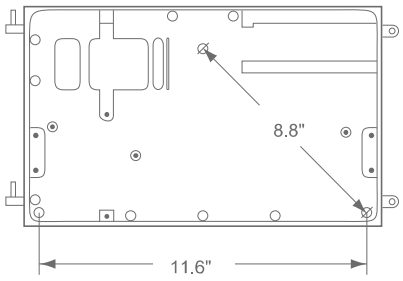
BUY AMERICAN COMPLIANT*

DIMENSIONS

Weight: 9.25 lbs.



MOUNTING DETAIL



[1]*LED Lifespan Based Upon LM-70 Test Results*

Rebates and Incentives are available in many areas.
Contact an Atlas Representative for more information.

Atlas Lighting Products, Inc.
PO Box 2348 | Burlington, NC 27216
800-849-8485 | fax: 1-855-847-2794 | www.atlasled.com

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Classic Series
Medium Wall Light

ORDERING INFORMATION

WLM	S	3-9L					
PRODUCT SERIES	SELECTABLE	LUMEN PACKAGE	COLOR TEMP.	CONTROLS	VOLTAGE	FIXTURE COLOR	OPTIONS
WLM = Medium Wall Light	blank = Fixed	43LED = 43 Watts 64LED = 64 Watts 80LED = 80 Watts	Blank = 4500K 3K = 3000K 4K = 4000K 5K = 5000K	Blank = Dimming (0-10V) PC = 120V Photocontrol PM = 120-277V Photocontrol	Blank = 120-277 4 = 347/480* *LP only*	Blank = Bronze WT = White* BK = Black* *optional with adder*	EB = Emergency Back-up SP = Surge Protection
	S = Selectable	3-9L = 2,500, 5,500, 7,500, 9,000 Lumens Selectable	blank = Selectable (4000K, 4500K, 5000K)	blank = 120-277V Photocontrol Installed LP = Less Photocontrol			

PERFORMANCE DATA

FIXED

UNIT	CRI	3000K CCT		4000K CCT		4500K CCT		5000K CCT		WATTS	BUG RATING	REPLACES UP TO
		DELIVERED LUMENS	EFFICACY (LPW)	DELIVERED LUMENS	EFFICACY (LPW)	DELIVERED LUMENS	EFFICACY (LPW)	DELIVERED LUMENS	EFFICACY (LPW)			
43LED	80	3,908	96	5,276	122	5,726	122	5,308	122	44	B1-U3-G3	175W MH
64LED	80	5,699	92	5,699	92	6,793	113	6,793	113	62	B1-U4-G3	400W MH
80LED	80	8,615	109	8,615	109	8,615	109	8,875	113	79	B2-U4-G4	400W MH

SELECTABLE

UNIT	CRI	Selectable 4000K CCT		Selectable 4500K CCT		Selectable 5000K CCT		WATTS	BUG RATING	REPLACES UP TO
		DELIVERED LUMENS	EFFICACY (LPW)	DELIVERED LUMENS	EFFICACY (LPW)	DELIVERED LUMENS	EFFICACY (LPW)			
3L - 9L	80	2,601	120	2,704	125	2,602	121	22	B2-U4-G4	400W MH
	80	5,513	126	5,732	131	5,516	126	44		
	80	7,892	123	8,205	127	7,896	123	64		
	80	9,128	120	9,490	130	9,133	120	76		

DLC PRODUCT INFORMATION

Unit	3000K CCT		4000K CCT		4500K CCT		5000K CCT	
	DLC Product ID	Classification	DLC Product ID	Classification	DLC Product ID	Classification	DLC Product ID	Classification
WLM43LED	n/a	n/a	PT0VHUH7	Standard	PDG4N6GHG	Standard	P2LGOBS9	Standard
WLM64LED	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
WLM80LED	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a

Unit	DLC Product ID	Classification
WLMS3-9L	PPJRDDGX	Standard

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800-849-8485 | fax: 1-855-847-2794 | www.atlasled.com

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Classic Series
Large Wall Light

PROJECT INFORMATION	
JOB NAME	
FIXTURE TYPE	Classic Large Wall Light
CATALOG NUMBER	
APPROVED BY	

SPECIFICATIONS

Construction:
Rugged traditional aluminum die cast housing provides proven environmental protection for LED modules. Traditional fixture designs provide a familiar look and standard installation requirements. Retaining this look allows the ability to upgrade fixtures gradually, while retaining the same overall fixture appearance throughout a facility.

Glare Free:
Positioning of the LED modules within the housing result in light directed to desired locations and eliminates offensive light.

Lens:
Lens assembly is designed to provide high efficiency and to target the light where needed to satisfy outdoor lighting requirements.

Positioning of the LEDs (along with Patent Pending thermal management system) results in the light being directed to desired locations eliminating glare and offensive light.

Listings:
Luminaire is certified to UL/cUL Standards for Wet Locations

DesignLights Consortium qualified luminaire, eligible for rebates from DLC member utilities. [2]*See chart on other next page for qualifying products.*

AC Input: 120/208/240/277V 347/480V

Lifespan: 200,000+ hrs.[1]

Driver:
Constant current, Class 2, 120-277 VAC, 50-60 Hz
High Efficiency – min. 86%

Selectable Lumens and CCT:
Atlas selectable wall lights are quick and easy to select and set up. Selectable lumens range in 4,000 (30W), 7,500 (57W) / 11,000 (86W), 13,000 (102W).

Selectable CCTs: 4000K, 4500K, and 5000K.

LEDs:
Available in 3000K, 4000K, 4500K and 5000K CCT Fixed | 4000K, 4500K, 5000K CCT Selectable
Atlas LEDs provide higher lumen output, greater energy efficiency and more reliable fixture performance.

Reduced Glare:
Positioning of the LED modules within the housing result in light directed to desired locations and reduces offensive light.

Testing:
Atlas LED luminaires have been tested by an independent laboratory in accordance with IESNA LM-79 & LM-80.

Warranty: Five-year limited warranty

Installation:
Fixture retains the same knock-out sizes and positions as previous models, reducing wiring costs.

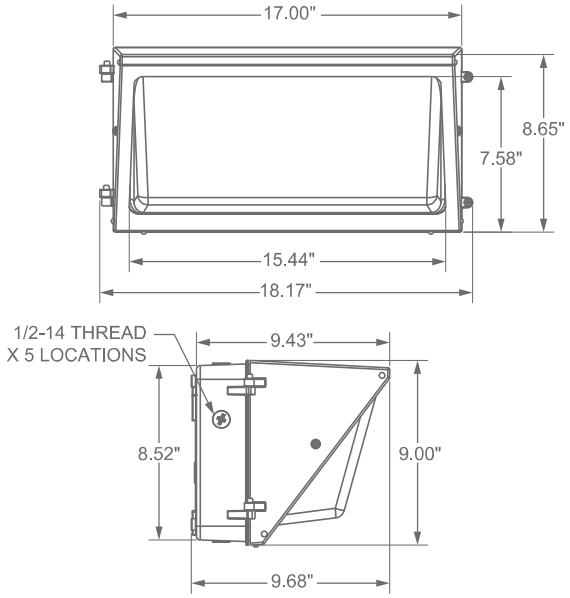
Emergency Back-up: For factory installed Emergency Back-Up add suffix EB to part number.

[1]*LED Life Span Based Upon LM-70 Test Results*
[2]*Emergency Back-Up requires larger back housing. Contact Atlas for more details.*

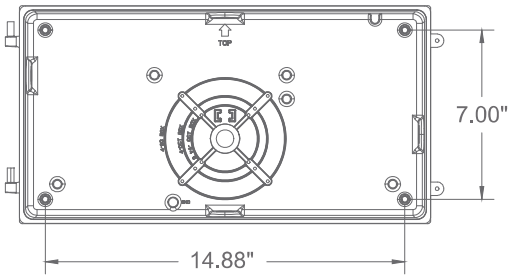
MANUFACTURED & TESTED IN USA | DLC LISTED [2] | c UL us LISTED | 5 YEAR WARRANTY | BUY AMERICAN COMPLIANT*

DIMENSIONS

Weight: 9.25 lbs.



MOUNTING DETAIL



Rebates and Incentives are available in many areas.
Contact an Atlas Representative for more information.

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800-849-8485 | fax: 1-855-847-2794 | www.atlasled.com

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Classic Series
Large Wall Light

ORDERING INFORMATION

WLD	S	4-13L					
PRODUCT SERIES	SELECTABLE	LUMEN PACKAGE	COLOR TEMP.	CONTROLS	VOLTAGE	FIXTURE COLOR	OPTIONS
WLD = Large Wall Light	blank = Fixed	64LED = 64 Watts 86LED = 86 Watts 120LED = 120 Watts	Blank = 4500K 3K = 3000K 4K = 4000K 5K = 5000K	Blank = Dimming (0-10V) PC = 120V Photocontrol PM = 120-277V Photocontrol	Blank = 120-277 4 = 347/480* *LP only	Blank = Bronze WT = White* BK = Black* *optional with adder	EB = Emergency Back-up SP = Surge Protection
	S = Selectable	4-13L = 4,000, 7,500, 11,000 13,000 Lumens Selectable	blank = Selectable (4000K, 4500K, 5000K)	blank = 120-277V Photocontrol Installed LP = Less Photocontrol	Blank = 120-277 4 = 347/480* *LP only		

PERFORMANCE DATA

FIXED

Unit	CRI	3000K CCT		4000K CCT		4500K CCT		5000K CCT		Watts	Replaces up to
		Delivered Lumens	Efficacy (LPW)	Delivered Lumens	Efficacy (LPW)	Delivered Lumens	Efficacy (LPW)	Delivered Lumens	Efficacy (LPW)		
64LED	80	7,168	117	7,168	117	7,168	117	7,662	126	62	400W MH
86LED	80	9,120	109	9,120	109	9,120	109	9,120	109	84	400W MH
120LED	80	12,510	106	13,170	114	13,170	114	13,170	114	118	400W MH

SELECTABLE

Lumen Package	CRI	Selectable 4000K CCT		Selectable 4500K CCT		Selectable 5000K CCT		Watts	Replaces up to
		Delivered Lumens	Efficacy (LPW)	Delivered Lumens	Efficacy (LPW)	Delivered Lumens	Efficacy (LPW)		
4L - 13L	70	3,897	134	4,073	139	3,889	133	29	1000W MH
	70	7,688	135	8,034	141	7,672	134	57	
	70	11,136	130	11,638	136	11,113	130	86	
	70	12,891	126	13,472	138	12,864	126	102	

DLC PRODUCT INFORMATION

Unit	3000K CCT		4000K CCT		4500K CCT		5000K CCT	
	DLC Product ID	Classification	DLC Product ID	Classification	DLC Product ID	Classification	DLC Product ID	Classification
FIXED								
WLD64LED	PLDHU776	Standard	PTKZCYS3	Standard	PATPE48EN	Standard	POLJ214Q	Standard
WLD86LED	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
WLD120LED	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a

SELECTABLE

Unit	DLC Product ID	Classification
WLDS4-13L	PH9T7MLJ	Standard

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CONTRACTOR SELECT™

LITHONIA LIGHTING®

Catalog Number	
Notes	
Type	

Contractor Select™

ESXF LED

Floodlights Adjustable+Switchable+Photocell

ESXF1 P0 knuckle mount

ESXF1 knuckle mount

ESXF2 knuckle mount

ESXF3 slipfitter mount

ESXF4 slipfitter mount

The Lithonia Lighting® ESXF LED floodlight is a general-purpose flood that offers a wide selection of options and flexibility. Easy access to adjustable lumen output, color switching, and a selectable photocell turns the ESXF into the fixture you need on the spot. With its wide flood (7x7) distribution and DLC performance, the ESXF is a cost-effective solution, great for illuminating yards, driveways, signage, patios, warehouses, and security applications.

FEATURES:

- Four sizes deliver 1,500 up to 20,000 lumens
- Three power levels of adjustable lumen output. Switchable CCT(30K/40K/50K) offers warm, cool and daylight in a single fixture
- Standard photocell can be turned on or off
- IP66 rated, Die-cast aluminum housing
- Two popular mounting options included
- up to 171 LPW

Adjustable Lumen Output ALO

Switchable CCT SWW2

Dusk-to-Dawn Operation PE

DLC LISTED · IP66 · LED · SP C US · WET LOCATION™ · 5 YEAR warranty

Catalog Number	Adjustable Lumen Output ALO			Switchable CCT SWW2	Dusk-to-Dawn Operation PE	Input Voltage	Included Mounting Options	CRI
ESXF1 P0 SWW2 THK DDB	2500L			Switchable 3000K, 4000K, 5000K	Included Standard, Selectable On/Off	120-277V	Knuckle Only, mounting plate	80CRI
ESXF1 ALO SWW2 KY DDB	1500L	3000L	5000L			120-277V	Knuckle & Yoke, mounting plate	
ESXF2 ALO SWW2 KY DDB	3500L	5500L	7500L			120-277V	Knuckle & Yoke, mounting plate	
ESXF3 ALO SWW2 YS DDB	8500L	10500L	14000L			120-277V	Yoke & SlipFitter	
ESXF3 ALO SWW2 UVOLT YS DDB						120-347V	Yoke & SlipFitter	
ESXF4 ALO SWW2 YS DDB	16000L	18000L	20000L			120-277V	Yoke & SlipFitter	
ESXF4 ALO SWW2 UVOLT YS DDB						120-347V	Yoke & SlipFitter	

More configurations are available. Click here or visit www.acuitybrands.com and search for ESXF LED.

ESXF Stock Configuations

Catalog Number	UPC	Ci Code	Number of fixtures per pallet	Traditional Replacement
ESXF1 P0 SWW2 THK DDB	00196182393051	*276AL6	400	150W Quartz or 75W HID
ESXF1 ALO SWW2 KY DDB	00196182393204	*276ALH	400	500W Quartz or 150W HID
ESXF2 ALO SWW2 KY DDB	00196182393242	*276ALU	360	500W Quartz or 175W HID
ESXF3 ALO SWW2 YS DDB	00196182393266	*276ALW	144	250W HID
ESXF3 ALO SWW2 UVOLT YS DDB	00196182393273	*276AM0	144	250W HID
ESXF4 ALO SWW2 YS DDB	00196182393280	*276AM2	144	400W HID
ESXF4 ALO SWW2 UVOLT YS DDB	00196182393297	*276AM4	144	400W HID

Accessories: *Order as separate catalog number.*

ESXF P0 and ESXF1 yoke mount accessory
*276ARA ESXF1YK DDB
Click here to visit Accessories.

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CS CONTRACTOR SELECT™

LITHONIA LIGHTING

Included mounting options by size

ESXF1 P0 knuckle mount (pre-installed)

ESXF1 knuckle mount (pre-installed)

ESXF2 knuckle mount (pre-installed)

ESXF3 slipfitter mount

ESXF4 slipfitter knuckle

ESXF1 yoke mount

ESXF2 yoke mount

ESXF3 yoke mount

ESXF4 yoke mount

Electrical Performance Tables

	Lumen Output	Input Wattage	CCT/80CRI	Delivered Lumens	Lumens Per Watt @ 4000K, 80CRI
ESXF1 P0	2500L	17W	3000K	2,372	151
			4000K	2,522	
			5000K	2,503	
ESXF1	1500L	9W	3000K	1,467	171
			4000K	1,560	
			5000K	1,549	
	3000L	19W	3000K	2,915	162
			4000K	3,099	
			5000K	3,076	
	5000L	34W	3000K	4,748	147
			4000K	5,047	
			5000K	5,010	

	Lumen Output	Input Wattage	CCT/80CRI	Delivered Lumens	Lumens Per Watt @ 4000K, 80CRI
ESXF3	8500L	53W	3000K	8,139	163
			4000K	8,653	
			5000K	8,589	
	10500L	69W	3000K	10,156	156
			4000K	10,797	
			5000K	10,718	
	14000L	100W	3000K	13,609	145
			4000K	14,469	
			5000K	14,362	

	Lumen Output	Input Wattage	CCT/80CRI	Delivered Lumens	Lumens Per Watt @ 4000K, 80CRI
ESXF2	3500L	22W	3000K	3,377	163
			4000K	3,591	
			5000K	3,564	
	5500L	37W	3000K	5,315	151
			4000K	5,651	
			5000K	5,609	
	7500L	56W	3000K	7,223	137
			4000K	7,680	
			5000K	7,623	

	Lumen Output	Input Wattage	CCT/80CRI	Delivered Lumens	Lumens Per Watt @ 4000K, 80CRI
ESXF4	16000L	111W	3000K	15,508	148
			4000K	16,487	
			5000K	16,366	
	18000L	124W	3000K	17,274	148
			4000K	18,365	
			5000K	18,230	
	20000L	150W	3000K	19,583	139
			4000K	20,819	
			5000K	20,666	

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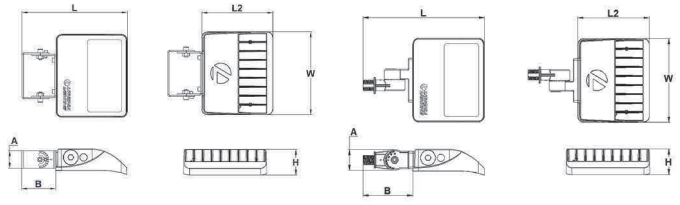
CS CONTRACTOR SELECT™

LITHONIA LIGHTING®

Dimensions

All dimensions are inches (centimeters) unless otherwise indicated.

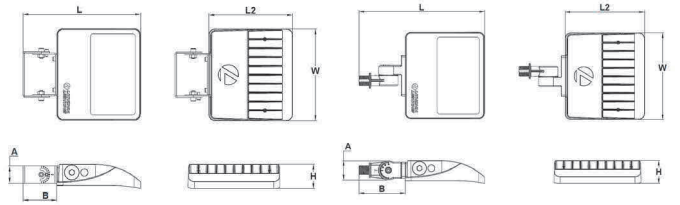
ESXF1



Front View Side View Front View Side View

Luminaire	Length (L)	Width (W)	Height (H)	Yoke/Knuckle		L2	Weight
				A (Height)	B (Length)		
	Dimensions in inches" (centimeters)						Pounds (kg)
ESXF1 SWW2 ALO KY (Yoke)	7.65" (27.8cm)	6.04" (15.4cm)	1.86" (4.7cm)	1.26" (3.2cm)	2.48" (6.3cm)	5.17" (13.2cm)	2.31 lbs (1.048 kg)
ESXF1 SWW2 P0/ALO KY (Knuckle)	8.77" (22.3cm)	6.04" (15.4cm)	1.86" (4.7cm)	1.5" (3.8cm)	3.59" (9.1cm)	5.17" (13.2cm)	2.17 lbs (0.986 kg)

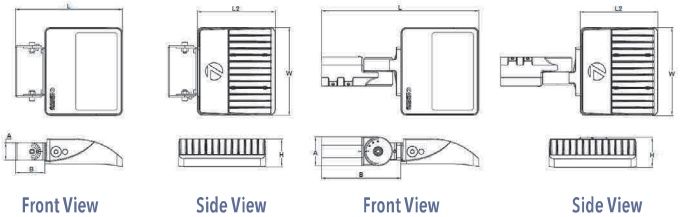
ESXF2



Front View Side View Front View Side View

Luminaire	Length (L)	Width (W)	Height (H)	Yoke/Knuckle		L2	Weight
				A (Height)	B (Length)		
	Dimensions in inches" (centimeters)						Pounds (kg)
ESXF2 SWW2 ALO KY (Yoke)	8.64" (21.9cm)	6.75" (17.1cm)	1.8" (4.6cm)	1.26" (3.2cm)	2.48" (6.3cm)	6.16" (15.6cm)	2.92 lbs (1.324 kg)
ESXF2 SWW2 ALO KY (Knuckle)	9.75" (24.8cm)	6.75" (17.1cm)	1.8" (4.6cm)	1.5" (3.8cm)	3.59" (9.1cm)	6.16" (15.6cm)	2.79 lbs (1.264 kg)

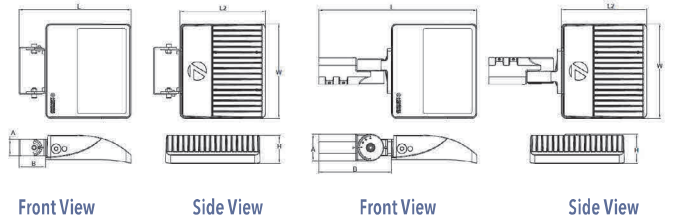
ESXF3



Front View Side View Front View Side View

Luminaire	Length (L)	Width (W)	Height (H)	Yoke/Knuckle		L2	Weight
				A (Height)	B (Length)		
	Dimensions in inches" (centimeters)						Pounds (kg)
ESXF3 SWW2 ALO SY (Yoke)	10.54" (19.4cm)	8.95" (22.7cm)	2.84" (7.2cm)	1.77" (4.5cm)	2.99" (7.6cm)	7.97" (20.2cm)	6.21 lbs (2.818 kg)
ESXF3 SWW2 ALO SY (Slipfitter)	16.07" (40.8cm)	8.95" (22.7cm)	3.04" (7.7cm)	2.95" (7.5cm)	8.11" (7.5cm)	7.97" (20.2cm)	6.48 lbs (2.938 kg)

ESXF4



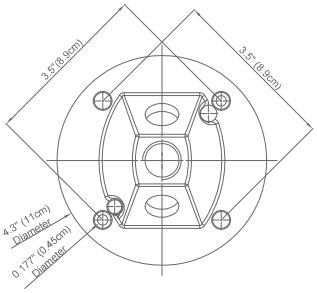
Front View Side View Front View Side View

Luminaire	Length (L)	Width (W)	Height (H)	Yoke/Knuckle		L2	Weight
				A (Height)	B (Length)		
	Dimensions in inches" (centimeters)						Pounds (kg)
ESXF4 SWW2 ALO SY (Yoke)	12.54" (31.8cm)	10.54" (26.8cm)	3.12" (7.9cm)	1.77" (4.5cm)	2.99" (7.6cm)	9.55" (24.3cm)	8.17 lbs (3.706 kg)
ESXF4 SWW2 ALO SY (Slipfitter)	17.66" (44.8cm)	10.54" (26.8cm)	3.22" (8.2cm)	2.95" (7.5cm)	8.11" (20.6cm)	9.55" (24.3cm)	8.43 lbs (3.824 kg)

EPA Data

	Angle of Tilt	0°	10°	20°	30°	40°	50°	60°	70°	80°	90°
ESXF1	Project Area(ft^2)	0.078	0.114	0.15	0.183	0.21	0.231	0.246	0.25	0.25	0.25
	EPA(ft^2)	0.0936	0.1368	0.18	0.2196	0.252	0.2772	0.2952	0.3	0.3	0.3
ESXF2	Project Area(ft^2)	0.09	0.133	0.182	0.226	0.263	0.293	0.314	0.325	0.326	0.32
	EPA(ft^2)	0.108	0.1596	0.2184	0.2712	0.3156	0.3516	0.3768	0.39	0.3912	0.384
ESXF3	Project Area(ft^2)	0.23	0.285	0.383	0.471	0.548	0.608	0.65	0.673	0.674	0.66
	EPA(ft^2)	0.276	0.342	0.4596	0.5652	0.6576	0.7296	0.78	0.8076	0.8088	0.792
ESXF4	Project Area(ft^2)	0.23	0.365	0.494	0.609	0.707	0.785	0.84	0.869	0.87	0.81
	EPA(ft^2)	0.276	0.438	0.5928	0.7308	0.8484	0.942	1.008	1.0428	1.044	0.972

*Includes luminaire and integral mounting arm. Other tenons, arms, brackets or other accessories are not included in this EPA data.



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CONTRACTOR SELECT™

LITHONIA LIGHTING®

Specifications

INTENDED USE:

The ESXF LED floodlight is designed to provide a cost effective, energy-efficient solution for the one-for-one replacement of existing traditional sources ranging from 150W quartz up to 400W metal halide. ESXF is well suited for general illumination of parking lots, signage, yards, walkways, landscaping, and other floodlighting applications. ESXF luminaires deliver a uniform, wide flood 7x7 light distribution.

CONSTRUCTION:

The ESXF LED floodlight features sealed die-cast aluminum body and is IP66 listed to withstand moisture and the elements for years to come.

ELECTRICAL:

ESXF features adjustable lumen output include, low, medium, and high. (ESXF P0 static only). Switchable CCT includes between 3000K(warm), 4000K(neutral) or 5000K(daylight) and a selectable dusk to dawn photocell that automatically turns the fixture on in the evening and off the next morning.

Standard 6kVsurge protection tested in accordance to ANSI/IEEE C62.41.2)Category C. ESXF LED luminaries use MVOLT (120-277V) as well as UVOLT (120-347V) on select models. Adjustable lumen output is achieved with 0-10V continuous dimming capable drivers, ensuring system power factor>90% and THD <20%.

INSTALLATION:

ESXF1 (P0) and ESXF2 ship with ½ NPS threaded knuckle mount factory installed and can be mounted to conduit bodies or to 4" electrical boxes using the provided round mounting plate. Yoke mounts can be easily changed in the field to mount to any solid surfaces (ESXF P0, knuckle mount only).

ESXF3 and ESXF4 include a yoke mounting for solid surface mounting and an integral slipfitter that mates with standard 2 3/8" tenons for pole-top mounting. All models ship standard with 18" SO cord.

LISTINGS:

CSA certified to U.S. and Canadian standards. Luminaire is IP66 rated. Rated for -40°C minimum ambient.

WARRANTY:

5-year limited warranty. This is the only warranty provided and no other statements in this specification sheet create any warranty of any kind. All other express and implied warranties are disclaimed. Complete warranty terms located at: www.acuitybrands.com/support/warranty/terms-and-conditions

Note: Actual performance may differ as a result of end-user environment and application. All values are design or typical values, measured under laboratory conditions at 25 °C. Specifications subject to change without notice.

Factory settings
Lumen Output: High
CCT: 4000K
Photocell: On

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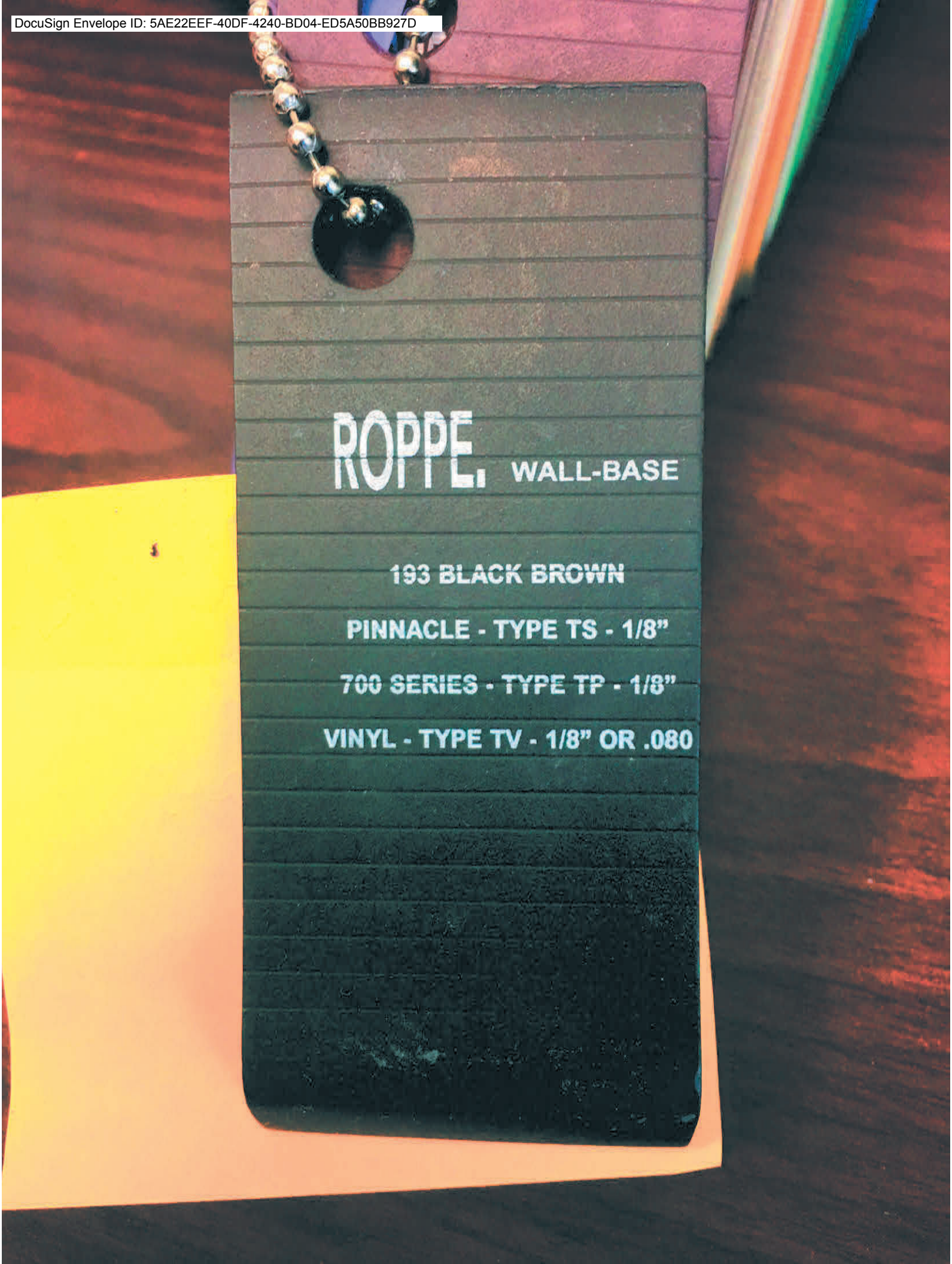

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EXCERPT FROM 2015 IECC

SECTION C405
ELECTRICAL POWER AND LIGHTING SYSTEMS

C405.1 General (Mandatory).

This section covers lighting system controls, the maximum lighting power for interior and exterior applications and electrical energy consumption.

Exception: Dwelling units within commercial buildings shall not be required to comply with Sections C405.2 through C405.5, provided that they comply with Section R404.1.

Walk-in coolers, walk-in freezers, refrigerated warehouse coolers and refrigerated warehouse freezers shall comply with Section C403.2.15 or C403.2.16.

C405.2 Lighting controls (Mandatory).

Lighting systems shall be provided with controls as specified in Sections C405.2.1, C405.2.2, C405.2.3, C405.2.4 and C405.2.5.

Exceptions: Lighting controls are not required for the following:

1. Areas designated as security or emergency areas that are required to be continuously lighted.
2. Interior exit stairways, interior exit ramps and exit passageways.
3. Emergency egress lighting that is normally off.

C405.2.1 Occupant sensor controls.

Occupant *sensor controls* shall be installed to control lights in the following space types:

1. Classrooms/lecture/training rooms.
2. Conference/meeting/multipurpose rooms.
3. Copy/print rooms.
4. Lounges.
5. Employee lunch and break rooms.
6. Private offices.
7. Restrooms.
8. Storage rooms.
9. Janitorial closets.
10. Locker rooms.
11. Other spaces 300 square feet (28 m^2) or less that are enclosed by floor-to-ceiling height partitions.
12. Warehouses.

C405.2.1.1 Occupant sensor control function.

Occupant sensor controls in spaces other than warehouses specified in Section C405.2.1 shall comply with the following:

1. Automatically turn off lights within 30 minutes of all occupants leaving the space.
2. Be manual on or controlled to automatically turn the lighting on to not more than 50 percent power.

   Exception: Full automatic-on controls shall be permitted to control lighting in public corridors, stairways, restrooms, primary building entrance areas and lobbies, and areas where manual-c operation would endanger the safety or security of the room or building occupants.
3. Shall incorporate a *manual control* to allow occupants to turn lights off.

C405.2.1.2 Occupant sensor control function in warehouses.

In warehouses, the lighting in aisleways and open areas shall be controlled with occupant sensors that automatically reduce lighting power by not less than 50 percent when the areas are unoccupie The occupant sensors shall control lighting in each aisleway independently and shall not control lighting beyond the aisleway being controlled by the sensor.

C405.2.2 Time-switch controls.

Each area of the building that is not provided with *occupant sensor controls* complying with Section C405.2.1.1 shall be provided with *time switch controls* complying with Section C405.2.2.1.

Exception: Where a *manual control* provides light reduction in accordance with Section C405.2.2.2, automatic controls shall not be required for the following:

1. *Sleeping units*.
2. Spaces where patient care is directly provided.
3. Spaces where an automatic shutoff would endanger occupant safety or security.
4. Lighting intended for continuous operation.
5. Shop and laboratory classrooms.

C405.2.2.1 Time-switch control function.

Each space provided with *time-switch controls* shall also be provided with a *manual control* for light reduction in accordance with Section C405.2.2.2. Time-switch *controls* shall include an overri switching device that complies with the following:

1. Have a minimum 7-day clock.
2. Be capable of being set for seven different day types per week.
3. Incorporate an automatic holiday "shutoff" feature, which turns off all controlled lighting loads for at least 24 hours and then resumes normally scheduled operations.
4. Have program backup capabilities, which prevent the loss of program and time settings for at least 10 hours, if power is interrupted.
5. Include an override switch that complies with the following:
   5.1. The override switch shall be a manual control.
   5.2. The override switch, when initiated, shall permit the controlled lighting to remain on for not more than 2 hours.
   5.3. Any individual override switch shall control the lighting for an area not larger than 5,000 square feet (465 m^2).

Exceptions:

1. Within malls, arcades, auditoriums, single-tenant retail spaces, industrial facilities and arenas:
   1.1. The time limit shall be permitted to be greater than 2 hours, provided that the override switch is a captive key device.
   1.2. The area controlled by the override switch is permitted to be greater than 5,000 square feet (465 m^2), but shall not be greater than 20,000 square feet (1860 m^2).
2. Where provided with *manual control*, the following areas are not required to have light reduction control:
   2.1. Spaces that have only one luminaire with a rated power of less than 100 watts.
   2.2. Spaces that use less than 0.6 watts per square foot (6.5 W/m^2).
   2.3. Corridors, equipment rooms, public lobbies, electrical or mechanical rooms.

C405.2.2.2 Light-reduction controls.

Spaces required to have light-reduction controls shall have a *manual control* that allows the occupant to reduce the connected lighting load in a reasonably uniform illumination pattern by at least 5 percent. Lighting reduction shall be achieved by one of the following or another *approved* method:

1. Controlling all lamps or luminaires.
2. Dual switching of alternate rows of luminaires, alternate luminaires or alternate lamps.
3. Switching the middle lamp luminaires independently of the outer lamps.
4. Switching each luminaire or each lamp.

Exception: Light reduction controls are not required in *daylight zones* with *daylight responsive controls* complying with Section C405.2.3.

C405.2.2.3 Manual controls.

Manual controls for lights shall comply with the following:

1. Shall be readily accessible to occupants.
2. Shall be located where the controlled lights are visible, or shall identify the area served by the lights and indicate their status.

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Emergency
Room Number Guidelines

WILLIAMSON COUNTY
1848

These guidelines are intended to standardize wayfinding for emergency response personnel within large multi-wing/ multi-story/ multi-tenant County facilities which undergo routine tenant modifications.

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Room Numbering Overview

Emergency room numbers for each enclosed space within a building should be labeled at the head and foot of doorways. These designations will be independent of user-group room names and corresponding placards.

The emergency room number posted at the door frame **header** designates the **room being entered**. The emergency room number posted at the **baseboard** level on the door-handle side of the door designates the **room being occupied**.

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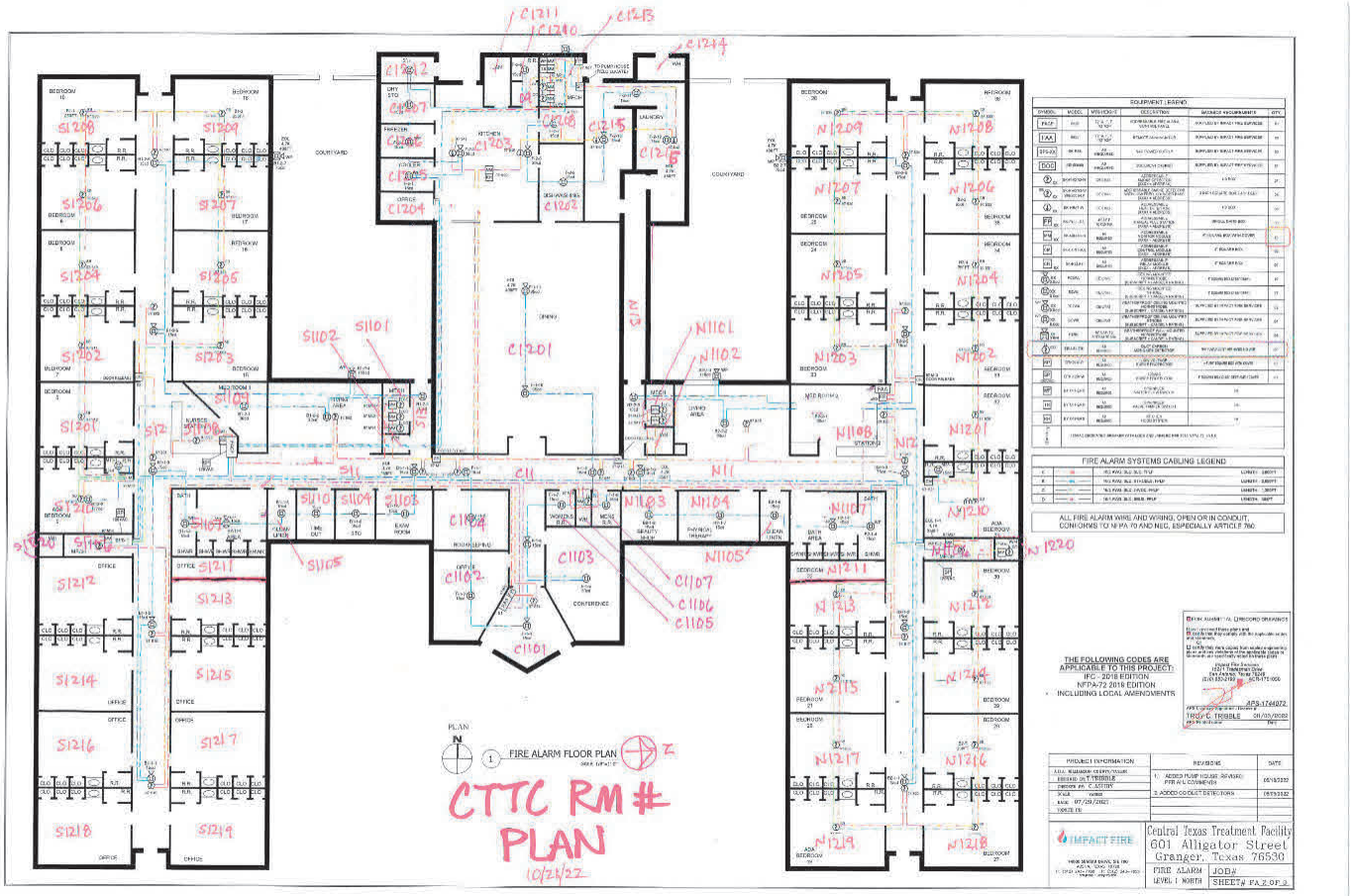
Building Organization

To optimize room numbering for emergency wayfinding, assess each facility for:

1. cardinal orientation on a map
2. physical organization of adjacent buildings/ additions/ wings/ floors
3. internal organization of departments or fire partitions/ ratings

The example facility below demonstrates a room numbering system that is based on the cardinal orientation of the facility with north and south wings and different use zones within the central portion of the building.



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Room Numbering System

Each room number is composed (5) digits, subdividable into (4) parts:

Digit 1 = Building adjacency/ wing/ addition
(**C**= central, **N**= north, **E**= east, **W**= west, **S**= south)

Digit 2 = Floor number
(**0**= basement, **1**= 1st floor, **2**= 2nd floor, etc.)

Digit 3 = Zone or Department

Digits 4-5 = Sequential Number

W2459

West Wing 2nd Floor Zone 4 Room 59

Circulation Features Numbering

Each corridor/ hallway should be labeled with digits 1, 2 and 3 of the numbering system described above.

Each vertical circulation feature should be labeled with a type followed by digits 1 and 3 separated by a hyphen since vertical circulation can connect a single zone on multiple floors.

STAIR W-4

Circulation Type West Wing Zone 4

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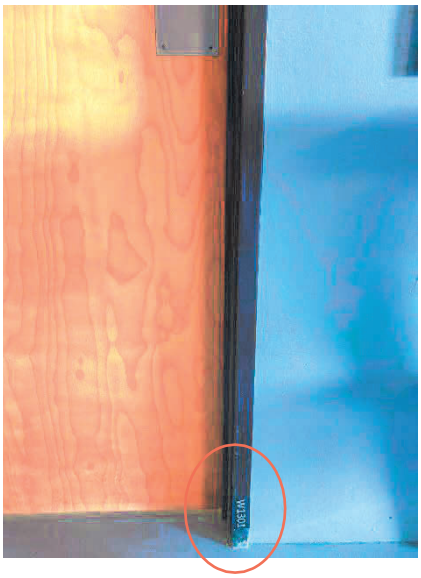
Character and Print Specifications

- Characters = Uppercase
- Font = Arial
- Height = 1-inch
- Spacing = 1/8-inch (min. within a word)
- Print Media = 1-1/4-inch clear adhesive tape
- Ink Color = black or white (select for high contrast from doorframe/ baseboard color)

Black

White

Special Circumstances



For rooms with no baseboard, the room number should be affixed at the base of the door frame on the door-handle side with the text readable in a vertical orientation.

Within a detention facility, room numbers should be stenciled in a permanent high-contrast paint rather than the standard print media described above.

WILCO STANDARD PLACARD SIZES

7”

9”

6”

6”

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EXHIBIT B

MINIMUM INSURANCE COVERAGES AND MINIMUM COVERAGE AMOUNTS

Minimum Insurance Requirements

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

B. All policies of insurance provided by the Contractor must comply with the requirements set forth herein, the Contract/Agreement and the laws of the State of Texas.

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

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	Type of Coverage	Limits of Liability
1.	Worker's Compensation	Statutory
2.	Employer's Liability	
	Bodily Injury by Accident	$500,000 Ea. Accident
	Bodily Injury by Disease	$500,000 Ea. Employee
	Bodily Injury by Disease	$500,000 Policy Limit

3. Commercial general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:

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

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

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

5. Builder’s Risk Insurance (all-risks)

An all-risk policy, in the amount equal at all times to 100% of the Contract Price or Contract Sum. The policy shall include coverage for loss or damage

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caused by certified acts of terrorism as defined in the Terrorism Risk Insurance Act. The policy shall be issued in the name of the Contractor and shall name its Subcontractors as additional insureds. The Owner shall be named as a loss payee on the policy. The builders risk policy shall have endorsements as follow:

a. This insurance shall be specific as to coverage and not considered as contributing insurance with any permanent insurance maintained on the present premises. If off-site storage is permitted, coverage shall include transit and storage in an amount sufficient to protect property being transported or stored.

b. For renovation projects and or portions of work contained within an existing structure, the Owner waives subrogation for damage by fire to existing building structure(s), if the Builder's Risk Policy has been endorsed to include coverage for existing building structure(s) in the amount described in the Special Conditions. However, Contractor shall not be required to obtain such an endorsement unless specifically required by the Special Conditions in the Contract Documents. The aforementioned waiver of subrogation shall not be effective unless such endorsement is obtained.

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

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

D. Workers' Compensation Insurance Coverage:

1. Definitions:

(a) Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the Project.
(b) Duration of the Project - includes the time from the beginning of the work on the Project until the Contractor's/person's work on the Project has been completed and accepted by the Owner.

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

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

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

(a.) a certificate of coverage, prior to that person beginning work on the Project, so the Owner will have on file certificates of coverage showing coverage for all persons providing services on the Project; and

(b.) no later than seven days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project.

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6. The Contractor shall retain all required certificates of coverage for the duration of the Project and for one year thereafter.
7. The Contractor shall notify the Owner in writing by certified mail or personal delivery, within 10 days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project.
8. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the Project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

9. The Contractor shall contractually require each person with who it contracts to provide services on a project, to:

   (a) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas labor Code, Section 401.011(44) for all of its employees providing services on the Project, for the duration of the Project;
   (b) provide to the Contractor, prior to that person beginning work on the Project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the Project, for the duration of the Project;
   (c) provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;
   (d) obtain from each other person with whom it contracts, and provide to the Contractor:

      i. a certificate of coverage, prior to the other person beginning work on the Project; and
      ii. a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;

   (e) retain all required certificate of coverage on file for the duration of the Project and for one year thereafter;

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(f) notify the Owner in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project; and

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

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

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

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

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

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

H. The furnishing of the above listed insurance coverage, as may be modified by the Contract Documents, must be tendered prior to execution of the Agreement/Contract,

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and in no event later than ten (10) days from Notice of Award. Failure to provide the insurance in a timely fashion may result in loss of Contractor's bid bond.

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

J. Owner shall be entitled, upon request, and without expense, to receive complete copies of the policies with all endorsements and may make any reasonable requests for deletion, or revision or modification of particular policy terms, conditions, limitations, or exclusions, except where policy provisions are established by law or regulation binding upon the Parties or the underwriter of any of such polices. Damages caused by the Contractor and not covered by insurance shall be paid by the Contractor.

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

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

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EXHIBIT C

Williamson County
Vendor Reimbursement Policy

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

This Policy may be altered, deleted or amended, at any time and without prior notice to vendors, by action of the Williamson County Commissioners Court. Unenforceable provisions of this Policy, as imposed by applicable law, regulations, or judicial decisions, shall be deemed to be deleted. Any revisions to this Policy will be distributed to all current vendors doing business with the County.

1. Invoices and Affidavits

1.1 Invoices must adequately describe the goods or services provided to County and include all required backup (i.e. reimbursable expenses, mileage log, timesheets, receipts detailing expenses incurred etc.) that is in a form acceptable to the Williamson County Auditor. Invoices that do not adequately describe the goods or services provided to County or contain backup that is satisfactory to the Williamson County Auditor will be returned to vendor for revisions and the provision above relating to invoice errors resolved in favor of the County shall control as to the required actions of vendor and when such invoice must be paid by the County.

1.2 In the event an invoice includes charges based upon hourly billing rates for services or any other rates based upon the amount of time worked by an individual or individuals in performing services, whether the charges are being billed directly to the County or whether they are the basis of invoices from subcontractors for which the vendor seeks reimbursement from the County, the charges shall be accompanied by an affidavit signed by an officer or principal of the vendor certifying that the work was performed, it was authorized by the County and that all information contained in the invoice that is being submitted is true and correct.

1.3 Upon County's request, vendor must submit all bills paid affidavits wherein vendor must swear and affirm that vendor has paid each of its subcontractors, laborers, suppliers and material in full for all labor and materials provided to vendor for or in connection with services and work performed for County and, further, vendor must swear and affirm that vendor is not aware of any unpaid bills, claims, demands, or causes of action by any of its subcontractors, laborers, suppliers, or material for or in connection with the furnishing of labor or materials, or both, for services and work performed for County.

2. Travel Reimbursement

2.1 The County will only cover costs associated with travel for vendors outside a 45-mile radius from the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626.

2.2 The County will only cover costs associated with travel as documented work for County. If a vendor is also doing business for another client, the travel costs must be split in proportion to the amount of work actually performed for the County and the other client. The only allowable travel expense will be for the specific days worked for Williamson County.

2.3 No advance payments will be made to vendor for travel expenditures. The travel expenditure may only be reimbursed after the expenditure/trip has already occurred and vendor has provided the Williamson County Auditor with all necessary and required backup.

DocuSign Envelope ID: 5AE22EEF-40DF-4240-BD04-ED5A50BB927D

2.4 Vendors must submit all travel reimbursement requests on each employee in full. Specifically, a travel reimbursement request must include all related travel reimbursement expenses relating to a particular trip for which vendor seeks reimbursement. Partial travel reimbursement requests will not be accepted (i.e. vendor should not submit hotel and mileage one month then the next month submit rental car and airfare). If the travel reimbursement appears incomplete, the invoice will be sent back to the vendor to be submitted when all information is ready to submit in full.

2.5 Reimbursement for transportation costs will be at the most reasonable means of transportation (i.e.: airline costs will be reimbursed for coach rate, rental car costs will only be reimbursed if rental car travel was most reasonable means of travel as compared to travel by air).

2.6 The County will not be responsible for, nor will the County reimburse additional charges due to personal preference or personal convenience of individual traveling.

2.7 The County will not reimburse airfare costs if airfare costs were higher than costs of mileage reimbursement.

2.8 Additional expenses associated with travel that is extended to save costs (i.e. Saturday night stay) may be reimbursed if costs of airfare would be less than the cost of additional expenses (lodging, meals, car rental, mileage) if the trip had not been extended. Documentation satisfactory to the Williamson County Auditor will be required to justify expenditure.

2.9 County will only reimburse travel expense to necessary personnel of the vendor (i.e. no spouse, friends or family members).

2.10 Except as otherwise set forth herein, a vendor must provide a paid receipt for all expenses. If a receipt cannot be obtained, a written sworn statement of the expense from the vendor may be substituted for the receipt.

2.11 Sales tax for meals and hotel stays are the only sales taxes that will be reimbursed. Sales tax on goods purchased will not be reimbursed. A sales tax exemption form is available from the Williamson County Auditor's Office upon request.

2.12 The County will not pay for any late charges on reimbursable items. It is the responsibility of the vendor to pay the invoice first and seek reimbursement from the County.

3. Meals

3.1 Meal reimbursements are limited to a maximum of $59.00 per day on overnight travel. On day travel (travel that does not require an overnight stay), meal reimbursements are limited to a maximum of $25.00 per day. The travel must be outside the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626 by a 45-mile radius.

3.2 Receipts are required on meal reimbursement amounts up to the maximum per day amount stated for overnight or day travel. If receipts are not presented, the vendor can request per diem (per diem limits refer to 3.2). However, a vendor cannot combine per diem and meal receipts. Only one method shall be allowed.

3.3 Meals are reimbursable only to vendors who do not have necessary personnel located within a 45-mile radius of the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626, who are capable of carrying the vendor's obligations to the County. Meals will not be reimbursed to vendors who are located within a 45-mile radius of the Williamson County Courthouse.

3.4 County will not reimburse for alcoholic beverages.

3.5 Tips are reimbursable but must be reasonable to limitation of meal allowance

3.6 No meals purchased for entertainment purposes will be allowed.

3.7 Meal reimbursement must be substantiated with a hotel receipt.

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4. Lodging

4.1 Hotel accommodations require an itemized hotel folio as a receipt. The lodging receipt should include name of the motel/hotel, number of occupant(s), goods or services for each individual charge (room rental, food, tax, etc.) and the name of the occupant(s). Credit card receipts or any other form of receipt are not acceptable.

4.2 Vendors will be reimbursed for a single room rate charge plus any applicable tax. If a single room is not available, the vendor must provide documentation to prove that a single room was not available in order to justify the expense over and above the single room rate. A vendor may also be required to provide additional documentation if a particular room rate appears to be excessive.

4.3 Personal telephone charges, whether local or long distance, will not be reimbursed.

5. Airfare

5.1 The County will only reimburse up to a coach price fare for air travel.

5.2 The County will exclude any additional charges due to personal preference or personal convenience of the individual traveling (i.e. seat preference charges, airline upgrades, etc. will not be an allowable reimbursement)

5.3 Air travel expenses must be supported with receipt copy of an airline ticket or an itinerary with actual ticket price paid. If tickets are purchased through a website, vendor must submit a copy of the webpage showing the ticket price if no paper ticket was issued.

5.4 Cancellation and/or change flight fees may be reimbursed by the County but vendor must provide the Williamson County Auditor with documentation in writing from a County department head providing authorization for the change.

5.5 The County will not reimburse vendor for tickets purchased with frequent flyer miles.

6. Car Rental

6.1 Vendors that must travel may rent a car at their destination when it is less expensive than other transportation such as taxis, airport shuttles or public transportation such as buses or subways.

6.2 Cars rented must be economy or mid-size. Luxury vehicle rentals will not be reimbursed. Any rental costs over and above the cost of a mid-size rental will be adjusted.

6.3 Vendors will be reimbursed for rental cars if the rental car cost would have been less than the mileage reimbursement cost (based on the distance from vendor's point of origin to Williamson County, Texas) had the vendor driven vendor's car.

6.4 Vendors must return a car rental with appropriate fuel levels as required by rental agreement to avoid the car rental company from adding fuel charges.

6.5 Rental agreement and credit card receipt must be provided to County as back up for the request for reimbursement.

6.6 Insurance purchased when renting vehicle may also be reimbursed.

6.7 Car Rental optional extras such as GPS, roadside assistance, and administrative fees on Tolls will not be reimbursed.

7. Personal Car Usage

7.1 Personal vehicle usage will be reimbursed in an amount equal to the standard mileage rate allowed by the IRS.

7.2 Per code of Federal Regulations, Title 26, Subtitle A, Chapter 1, Subchapter B, Part IX, Section 274(d), all expense reimbursement requests must include the following:

7.2.1.1 Date

7.2.1.2 Destination

7.2.1.3 Purpose

DocuSign Envelope ID: 5AE22EEF-40DF-4240-BD04-ED5A50BB927D

7.2.1.4 Name of traveler(s)
7.2.1.5 Correspondence that verifies business purpose of the expense

7.3 The mileage for a personal vehicle must document the date, location of travel to/from, number of miles traveled and purpose of trip.

7.4 Mileage will be reimbursed on the basis of the most commonly used route.

7.5 Reimbursement for mileage shall not exceed the cost of a round trip coach airfare.

7.6 Reimbursement for mileage shall be prohibited between place of residence and usual place of work.

7.7 Mileage should be calculated from employee's regular place of work or their residence, whichever is the shorter distance when traveling to a meeting or traveling to Williamson County, Texas for vendors who are located outside of the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626 by at least a 45-mile radius.

7.8 When more than one person travels in same vehicle, only one person may claim mileage reimbursement.

7.9 Tolls, if reasonable, are reimbursable. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement (administrative fees on Tolls will not be reimbursed).

7.10 Parking fees, if reasonable are reimbursable for meetings and hotel stays. For vendors who contract with a third party for visitor parking at vendor's place of business, Williamson County will not reimburse a vendor based on a percentage of its contracted visitor parking fees. Rather, Williamson County will reimburse Vendor for visitor parking on an individual basis for each time a visitor uses Vendor's visitor parking. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement.

7.11 Operating and maintenance expenses as well as other personal expenses, such as parking tickets, traffic violations, and car repairs and collision damage are not reimbursable.

8. Other Expenses

8.1 Taxi fare, bus tickets, conference registrations, parking, etc. must have a proper original receipt.

9. Repayment of Non-reimbursable Expense.

Vendors must, upon demand, immediately repay County for all inappropriately reimbursed expenses whenever an audit or subsequent review of any expense reimbursement documentation finds that such expense was reimbursed contrary to these guidelines and this Policy. Williamson County reserves the right to retain any amounts that are due or that become due to a vendor in order to collect any inappropriately reimbursed expenses that a vendor was paid.

10. Non-Reimbursable Expenses

In addition to the non-reimbursable items set forth above in this Policy, the following is a non-exhaustive list of expenses that will not be reimbursed by Williamson County:

10.1 Alcoholic beverages/tobacco products
10.2 Personal phone calls
10.3 Laundry service
10.4 Valet service (excludes hotel valet)
10.5 Movie rentals
10.6 Damage to personal items
10.7 Flowers/plants

DocuSign Envelope ID: 5AE22EEF-40DF-4240-BD04-ED5A50BB927D

10.8 Greeting cards
10.9 Fines and/or penalties
10.10 Entertainment, personal clothing, personal sundries and services
10.11 Transportation/mileage to places of entertainment or similar personal activities
10.12 Upgrades to airfare, hotel and/or car rental
10.13 Airport parking above the most affordable rate available
10.14 Excessive weight baggage fees or cost associated with more than two airline bags
10.15 Auto repairs
10.16 Babysitter fees, kennel costs, pet or house-sitting fees
10.17 Saunas, massages or exercise facilities
10.18 Credit card delinquency fees or service fees
10.19 Doctor bills, prescription and other medical services
10.20 Hand tools
10.21 Safety Equipment (hard hats, safety vests, etc.)
10.22 Office Supplies
10.23 Lifetime memberships to any association
10.24 Donations to other entities
10.25 Any items that could be construed as campaigning
10.26 Technology Fees
10.27 Sales tax on goods purchased
10.28 Any other expenses which Williamson County deems, in its sole discretion, to be inappropriate or unnecessary expenditures.

DocuSign Envelope ID: 5AE22EEF-40DF-4240-BD04-ED5A50BB927D

EXHIBIT D

UNIFORM GENERAL CONDITIONS

TABLE OF ARTICLES

1 GENERAL PROVISIONS
2 OWNER
3 CONTRACTOR
4 ARCHITECT
5 SUBCONTRACTORS
6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
7 CHANGES IN THE WORK
8 TIME
9 PAYMENTS AND COMPLETION
10 PROTECTION OF PERSONS AND PROPERTY
11 INSURANCE AND BONDS
12 UNCOVERING AND CORRECTION OF WORK
13 MISCELLANEOUS PROVISIONS
14 TERMINATION OR SUSPENSION OF THE CONTRACT
15 CLAIMS AND DISPUTES

DocuSign Envelope ID: 5AE22EEF-40DF-4240-BD04-ED5A50BB927D

ARTICLE 1
GENERAL PROVISIONS

1.1 BASIC DEFINITIONS

1.1.1 CONTRACT DOCUMENTS

Contract Documents are enumerated in the Contract between the Owner and Contractor (hereinafter the Contract) and consist of the Contract, Conditions of the Contract as revised, Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Contract and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Owner or the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding requirements.

1.1.2 CONTRACT

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants or (4) between any persons or entities other than the Owner and the Contractor.

1.1.3 WORK

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

1.1.4 THE PROJECT

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by separate contractors.

1.1.5 THE DRAWINGS

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

DocuSign Envelope ID: 5AE22EEF-40DF-4240-BD04-ED5A50BB927D

1.1.6 THE SPECIFICATIONS

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

1.1.7 INSTRUMENTS OF SERVICE

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

1.1.8 KNOWLEDGE

The terms "knowledge," "recognize," and "discover," their respective derivatives, and similar terms in the Contract Documents, as used in reference to the Contractor, shall be interpreted to mean that which the Contractor knows (or should know), recognizes (or should recognize), and discovers (or should discover) in exercising the care, skill, and diligence required by the Contract Documents. Analogously, the expression "reasonably inferable" and similar terms in the Contract Documents shall be interpreted to mean reasonably inferable by a contractor familiar with the Project and exercising the care, skill, and diligence required of the Contractor by the Contract Documents.

1.1.9 PRODUCT

Materials, systems, and equipment incorporated or to be incorporated in the Work.

1.1.10 PROVIDE

Furnish and install and shall include, without limitation, labor, materials, equipment, transportation, services, and other items required to complete the referenced tasks.

1.1.11 FURNISH

Pay for, deliver (or receive), unload, inspect, and store products, materials, equipment, and accessories as specified while retaining care, custody and control until received for installation based on a signed receipt.

1.1.12 INSTALL

Receive, unload, inspect, and store as specified while retaining care, custody and control; set or place in position, make required connections; and adjust and test as specified in the Contract Documents for satisfactory performance and operation.

1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

1.2.1

The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary,

DocuSign Envelope ID: 5AE22EEF-40DF-4240-BD04-ED5A50BB927D

and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the intended results. In the event of inconsistencies within or between parts of the Contract Documents, or between the Contract Documents and applicable standards, codes, and ordinances, the Contractor shall (i) provide the better quality or greater quantity of Work or (ii) comply with the more stringent requirement; either or both in accordance with the Owner or the Architect's interpretation. The terms and conditions of this **Paragraph 1.2.1**, however, shall not relieve the Contractor of any of the obligations set forth in the Contract Documents.

1.2.2

Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

1.2.3

Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

.1 Whenever a product is specified in accordance with a Federal Specification, an ASTM Standard, an American National Standards Institute Specification, or other Association Standard, the Contractor, if required by the Specifications or if requested by the Owner, shall present evidence from the manufacture, certifying the product complies with the particular Standard or Specification. When required by the Contract Documents, supporting data shall be submitted to substantiate compliance.

.2 Whenever a product is specified or shown by describing proprietary items, model numbers, catalog numbers, manufacturer, trade names, or similar reference, no substitutions may be made unless accepted in strict accordance with the Substitution requirements stated in the Specifications or, if no Substitution requirements are stated in the Specifications, in accordance with the requirements stated elsewhere in the Contract Documents. Where two or more products are shown or specified, the Contractor has the option to use either of those shown or specified.

1.3 CAPITALIZATION

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles or (3) the titles of other documents published by the American Institute of Architects.

1.4 INTERPRETATION

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article

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is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

1.5 USE OF DRAWINGS AND OTHER INSTRUMENTS OF SERVICE

1.5.1

The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory and other reserved rights, including copyrights, except as provided in the Owner-Architect Agreement. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

1.5.2

The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants.

1.6 TRANSMISSION OF DATA IN DIGITAL FORM

If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall establish the necessary protocols governing such transmissions in writing, unless otherwise already provided in the Agreement or the Contract Documents.

ARTICLE 2
OWNER

2.1 GENERAL

The Owner means Williamson County acting through any duly authorized representative as provided in the Contract, and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization ("Owner's Designated Representative"). The term "Owner" means the Owner or the Owner's authorized representative.

2.2 OWNER

DocuSign Envelope ID: 5AE22EEF-40DF-4240-BD04-ED5A50BB927D

2.2.1 Appropriation of Funds by Owner

Owner believes it has sufficient funds currently available and authorized for expenditure to finance the costs of the Agreement between Owner and Contractor. Contractor understands and agrees that the Owner's payment of amounts under the Agreement between Owner and Contractor is contingent on the Owner receiving appropriations or other expenditure authority sufficient to allow the Owner, in the exercise of reasonable administrative discretion, to continue to make payments under the Agreement.

2.2.2

Unless specifically stated otherwise in the Contract Documents, Contractor shall secure and pay for necessary permits, approvals, assessments, and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

2.2.3

The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. Except for surveys or grade information, the Contractor shall compare the information furnished by the Owner, including, but not limited to, soil tests, with visibly observable physical conditions and the Contract Documents and, on the basis of such review, promptly report to the Owner and the Architect any known conflicts, errors or omissions. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

2.2.4

The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

2.2.5

Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions.

2.3 OWNER'S RIGHT TO STOP THE WORK

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by **Section 12.2** or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.

DocuSign Envelope ID: 5AE22EEF-40DF-4240-BD04-ED5A50BB927D

2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a **ten (10)-calendar day** period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect or failure. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

2.5 EXTENT OF OWNER RIGHTS

2.5.1

The rights stated in this **Article 2** and elsewhere in the Contract Documents are cumulative and not in limitation of any rights of the Owner (1) granted in the Contract Documents, (2) at law, or (3) in equity.

2.5.2

In no event shall the Owner have control over, charge of, or any responsibility for construction means, methods, techniques, sequences, or procedures or for safety precautions and programs in connection with the Work, notwithstanding any of the rights and authority granted the Owner in the Contract Documents.

2.6 OWNER'S RIGHT TO RECORDS

2.6.1

The Contractor's records, which shall include but not be limited to accounting records, written policies and procedures, subcontractor files (including proposals of successful bidders), original estimates, estimating work sheets, correspondence, schedules, change order files (including documentation covering negotiated settlements), and any other supporting evidence necessary to substantiate charges related to this contract (all foregoing hereinafter referred to as "records") and shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by Owner's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by the Contractor or any of his payees. Such records subject to examination shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Contract.

DocuSign Envelope ID: 5AE22EEF-40DF-4240-BD04-ED5A50BB927D

2.6.2
For the purpose of such audits, inspections, examinations and evaluations, the Owner's agent, or authorized representatives shall have access to said records from the effective date of this Contract for the duration of Work and until **three (3) years** (or longer if required by law) after the date of final payment by Owner to Contractor.

2.6.3
Owner's agent or its authorized representative shall have access during normal business hours to the Contractor's facilities, shall have access to all necessary records and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this **Section 2.6**. Owner's agent or authorized representative shall give auditees reasonable advance notice of intended audits.

2.6.4
Contractor shall require all subcontractors, insurance agents, and material suppliers (payees) with cost plus contracts, if permitted, and not fixed price contracts to comply with the provisions of this **Article 2** by insertion of the requirements hereof in a written contract agreement between Contractor and payee. Failure to obtain such written contracts which include such provisions shall be reason to exclude some or all of the related payee's costs from amounts payable to the Contractor pursuant to this contract.

ARTICLE 3
CONTRACTOR

3.1 GENERAL

3.1.1
The Contractor is the person or entity identified as such in the Contract and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under the Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative, and if these General Conditions are used in conjunction with the Contract between Owner and Construction Manager-At-Risk, the term "Contractor" shall mean the Construction Manager.

3.1.2
The Contractor shall perform the Work in strict accordance with the Contract Documents.

3.1.3
The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's

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administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

3.2.1

Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents. Prior to execution of the Contract, the Contractor and each Subcontractor shall have evaluated and satisfied themselves as to the observable conditions and limitations under which the Work is to be performed, including, without limitation, (i) the location, condition, layout, and nature of the Project site and surrounding areas, (ii) generally prevailing climatic conditions, (iii) anticipated labor supply and costs, (iv) availability and cost of materials, tools, and equipment, and (v) other similar issues. The Owner assumes no responsibility or liability for the physical condition or safety of the Project site or any improvements located on the Project site. Except as set forth in **Section 10.3**, the Contractor and its Subcontractors shall be responsible for providing a safe place for the performance of the Work. The Owner shall not be required to make any adjustment in either the Contract Sum or the Contract Time in connection with any failure by the Contractor or any Subcontractor to have complied with the requirements of **this Section 3.2**.

3.2.2

Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to **Paragraph 2.2.3**, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Owner and Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that reasonably may be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the indicated result will be provided whether or not specifically called for, at no additional cost to Owner. The Contractor shall verify the accuracy of elevations, dimensions, locations, and field measurements. In all cases of the interconnection of its Work with existing or other Work, the Contractor shall verify at the site all dimensions relating to such existing or other Work.

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.1 All of Contractor's and Subcontractors' work shall conform to the Contract Documents. Contractor shall be responsible for the details of the Work necessary to carry out the intent of the drawings and specifications, or which are customarily performed. When more detailed information is required for performance of the Work or when an interpretation of the Contract Documents is requested, the Contractor shall submit a written request for information to the Architect or Owner (as required), and the Owner or Architect shall furnish such information or interpretation. Where only part of the Work is indicated, similar parts shall be considered repetitive. Where any detail is shown and components thereof are fully described, similar details not fully described shall be considered to incorporate the fully described details and components.

.2 The Contractor has had an opportunity to examine, and has carefully examined, all of the Contract Documents and Project site, and has fully acquainted itself with the scope of work, design, availability of materials, existing facilities, access, general topography, soil structure, subsurface conditions, obstructions, and all other conditions pertaining to the Work, the site of the Work, and its surrounding; that it has made necessary investigations to a full understanding of the difficulties which may be encountered in performing the Work; and that anything in any Contract Documents, or in any representations, statements, or information made or furnished by Owner or its representatives notwithstanding, Contractor will complete the Work for the compensation stated in the Contract. In addition thereto, Contractor represents that it is fully qualified to do the Work in accordance with the terms of the Contract in the time specified.

3.2.3

The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Owner and the Architect any nonconformity discovered by or made known to the Contractor as a request for information.

3.2.4

If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to **Paragraphs 3.2.2 or 3.2.3** above, the Contractor shall make Claims as provided in **Article 15**.

DocuSign Envelope ID: 5AE22EEF-40DF-4240-BD04-ED5A50BB927D

3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

3.3.1

The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. Subcontractors are responsible for directing their forces on their portions of the Work. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor and Subcontractors shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Architect and shall not proceed with that portion of the Work without further written instructions from the Architect. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any loss or damage arising solely from those Owner-required means, methods, techniques, sequences or procedures.

3.3.2

The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

3.3.3

The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

3.3.4

Inspection of the progress, quantity, or quality of the Work done by the Owner, any Owner's representative, any governmental agency, or the Architect, or any inspector, shall not relieve the Contractor of any responsibility for the compliance of the Work with the Contract Documents. The Owner or its approved representative (heretofore referred to as Owner's representative) shall have access to the worksite and all Work. No supervision or inspection by the Owner's representative, nor the authority to act nor any other actions taken by the Owner's representative shall relieve the Contractor of any of its obligations under the Contract Documents nor give rise to any duty on the part of the Owner.

DocuSign Envelope ID: 5AE22EEF-40DF-4240-BD04-ED5A50BB927D

3.4 LABOR AND MATERIALS

3.4.1

Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

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

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

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

.2 Prevailing Wage Schedule. The "Prevailing Wage Schedule" shall be determined by the Owner in compliance with **Texas Government Code, Chapter 2258**. Should the Contractor at any time become aware that a particular skill or trade not reflected on the Owner's Prevailing Wage Schedule will be or is being employed in the Work, whether by the Contractor or by a subcontractor, the Contractor shall promptly inform the Owner and shall specify a wage rate for that skill or trade, which shall bind the Contractor.

DocuSign Envelope ID: 5AE22EEF-40DF-4240-BD04-ED5A50BB927D

.3 Penalty for Violation. The Contractor and any Subcontractor shall pay to the Owner a penalty of **sixty dollars ($60.00)** for each worker employed for each calendar day, or portion thereof, that the worker is paid less than the wage rates stipulated in the Prevailing Wage Schedule or any supplement thereto pursuant to **Paragraph 3.4.1.2** above. The Contractor and each Subcontractor shall keep, or cause to be kept, an accurate record showing the names and occupations of all workers employed in connection with the Work, and showing the actual per diem wages paid to each worker, which records shall be open at all reasonable hours for the inspection by the Owner.

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

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

.6 Arbitration Award. If an arbitrator determines that a violation has occurred, the arbitrator shall assess and award against the Contractor or Subcontractor the amount of penalty as provided in this **Section 3.4** and the amount owed the worker. The Owner may use any amounts retained hereunder to pay the worker the amount as designated in the arbitration award. If the Owner has not retained enough from the Contractor or Subcontractor to pay the worker in accordance with the arbitration

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award, the worker has a right of action against the Contractor and Subcontractor as appropriate, and the surety of either to receive the amount owed, attorneys' fees and court costs. The Contractor shall promptly furnish a copy of the arbitration award to the Owner.

.7 Prevailing Wage Retainage. Money retained pursuant to this **Section 3.4** shall be used to pay the claimant or claimants the difference between the amount the worker received in wages for labor on the Project at the rate paid by the Contractor or Subcontractor and the amount the worker would have received at the general prevailing wage rate as provided by the agreement of the claimant and the Contractor or Subcontractor affected, or in the arbitrator's award. The full statutory penalty of **sixty dollars ($60.00) per day** of violation per worker shall be retained by the Owner to offset its administrative costs, pursuant to **Texas Government Code, §2258.023**. Any retained funds in excess of these amounts shall be paid to the Contractor on the earlier of the next progress payment or final payment. Provided, however, that the Owner shall have no duty to release any funds to either the claimant or the Contractor until it has received the notices of agreement or the arbitration award as provided under **Paragraphs 3.4.2 and 3.4.3**.

.8 No Extension of Time. If the Owner determines that good cause exists to believe a violation has occurred, the Contractor shall not be entitled to an extension of time for any delay arising directly or indirectly from of the procedures set forth in this **Section 3.4**.

3.4.2

Except in the case of minor changes in the Work authorized by the Owner or Architect in accordance with **Paragraphs 3.12.8 or Section 7.4**, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive. If the Contractor desires to submit an alternate product or method in lieu of what has been specified or shown in the Contract Documents, the Contractor shall comply with the Substitution requirements listed in the Specifications, or if there are no Substitution requirements listed in the Specifications, then the following provisions apply:

.1 The Contractor must submit to the Architect and the Owner (1) a full explanation of the proposed substitution and submittal of all supporting data, including technical information, catalog cuts, warranties, test results, installation instructions, operating procedures, and other like information necessary for a complete evaluation of the substitution; (2) the adjustment, if any, in the Contract Sum, in the event the substitution is acceptable; (3) the adjustment, if any, in the time of completion of the Contract and the construction schedule in the event the substitution is acceptable; and (4) a statement indicating Contractor accepts the warranty and correction obligations in connection with the proposed substitution as if originally specified by the Architect.

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Proposals for substitutions shall be to the Architect in sufficient time to allow the Architect no less than **ten (10) working days** for review. No substitutions will be considered or allowed without the Contractor's submittal of complete substantiating data and information as stated hereinbefore.

3.4.3
The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

3.4.4
The Contractor shall only employ or use labor in connection with the Work capable of working harmoniously with all trades, crafts, and any other individuals associated with the Project.

3.4.5.
In case the progress of the Work is affected by any undue delay in furnishing or installing any items or materials or equipment required under the Contract Documents because of such conflict involving any such labor agreement or regulation, the Owner may require that other material or equipment of equal kind and quality be provided pursuant to a Change Order or Construction Change Directive.

3.5 WARRANTY

3.5.1
The Contractor warrants to the Owner: (1) that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise; (2) that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit; (3) that the Work will be done strictly in accordance with the Contract Documents; (4) that all products are installed per the manufacturer's instructions, and in such a way that the manufacturer's warranties are preserved, including the use of a manufacturer-certified installer, if required by the manufacturer; (5) and that the Work, when finally completed, will provide a complete Project that meets the intent of the Contract Documents.

The Contractor represents and warrants to the Owner that its materials and workmanship, including without limitation, construction means, methods, procedures and techniques necessary to perform the Work, use of materials, selection of equipment and requirements of product manufacturers are and shall be consistent with: (1) good and sound practices within the construction industry; (2) generally prevailing and accepted industry standards applicable to the Work; (3) requirements of any warranties applicable to the Work subject to **Paragraph 3.2.3**. Work, materials, or equipment not conforming to these requirements shall

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be considered defective, and promptly after written notification of non-conformance shall be repaired or replaced by Contractor with Work conforming to this warranty. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Owner or Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

.1 Contractor further warrants that all materials or equipment of a category or classification will be a product of the same manufacturer and such materials or equipment shall be of the same lot, batch or type and that such materials and equipment will be as specified.

3.5.2

The Contractor agrees to assign to the Owner at the time of final completion of the Work any and all manufacturer's warranties relating to materials and labor used in the Work and further agrees to perform the Work in such manner so as to preserve any and all such manufacturer's warranties.

3.6 TAXES

State Sales and Use Taxes. Sales, use or similar taxes imposed by a governmental authority that are related to the Work and for which the Contractor is liable; provided, however, Owner is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code Ann. 151.309, as amended, and the services and materials subject of the Contract are being secured for use by Owner. Exemption certificates will be provided to Contractor upon request. As a precondition to the Owner reimbursing Contractor for allowable sales and use taxes, Contractor must, on its own, first attempt to use such tax exemption certificates in order to assert the exemption. In the event Contractor's efforts to use the tax exemption certificate is unsuccessful and provided that under the laws of the State of Texas an exemption from sales and use taxes is allowed. Owner will reimburse Contractor for such sales and use taxes upon Contractor providing sufficient and satisfactory documentation to the Williamson County Auditor.

3.7 PERMITS, FEES, NOTICES, AND COMPLIANCE WITH LAWS

3.7.1

Unless otherwise provided, the Contractor shall secure, pay for, and, as soon as practicable, furnish the Owner with copies or certificates of all permits and fees, licenses, and inspections necessary for the proper execution and completion of the Work, including, without limitation, all building permits. All connection charges, assessments, or inspection fees as may be imposed by any municipal agency or utility company are included in the Contract Sum and shall be the Contractor's responsibility.

DocuSign Envelope ID: 5AE22EEF-40DF-4240-BD04-ED5A50BB927D

3.7.2

The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

3.7.3

If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction and damages resulting therefrom.

3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than **twenty-one (21) calendar days** after first observance of the conditions. The Owner will promptly investigate such conditions and, if the Owner determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will authorize an equitable adjustment in the Contract Sum or Contract Time, or both. If the Owner determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Owner shall promptly notify the Contractor in writing, stating the reasons. If the Contractor disputes the Owner's determination, the Contractor party may assert a Claim as provided in **Article 15**.

3.7.5

If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in **Article 15**.

DocuSign Envelope ID: 5AE22EEF-40DF-4240-BD04-ED5A50BB927D

3.8 ALLOWANCES

3.8.1
The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

3.8.2
Unless otherwise provided in the Contract Documents,

.1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;

.2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and

.3 whenever costs are more than or less than allowances, the Contractor shall, prior to purchasing any such materials, notify the Owner in writing of the cost and whether such cost will exceed the amount of the allowance. If Owner authorizes Contractor to proceed, after receiving the Contractor's estimate of the total cost, then the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under **Paragraph 3.8.2.1** and (2) changes in Contractor's costs under **Paragraph 3.8.2.2**.

3.9 SUPERINTENDENT

3.9.1
The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent or Contractor's project manager shall be as binding as if given to the Contractor. Important oral communications shall be immediately confirmed in writing.

3.9.2
The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the name and qualifications of a proposed superintendent. The Owner or Architect may reply within **fourteen (14) calendar days** to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to the proposed superintendent or (2) that the Owner and Architect require additional time to review. Failure of the Owner or Architect to reply within the **fourteen (14)-calendar day** period shall constitute notice of no reasonable objection.

DocuSign Envelope ID: 5AE22EEF-40DF-4240-BD04-ED5A50BB927D

3.9.3
The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

3.10.1
The Contractor, as provided in the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

3.10.2
The Contractor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Architect's approval. The Architect's approval shall not unreasonably be delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

3.10.3
The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

3.10.4
The construction schedule shall be a detailed precedence-style critical path management ("CPM") schedule in a format satisfactory to the Owner that shall (1) provide a graphic representation of all activities and events that will occur during performance of the Work; (2) identify each phase of construction and occupancy; and (3) set forth dates that are critical in ensuring the timely and orderly completion of the Work in accordance with the requirements of the Contract Documents (hereinafter referred to as the "Milestone Date"). Upon review and acceptance by the Owner of the Milestone Dates, the construction schedule shall be deemed part of the Contract Documents. If not accepted, the construction schedule shall be promptly revised by the Contractor in accordance with the recommendations of the Owner and resubmitted for acceptance. The Contractor shall monitor the progress of the Work for conformance with the requirements of the construction schedule and shall promptly advise

DocuSign Envelope ID: 5AE22EEF-40DF-4240-BD04-ED5A50BB927D

the Owner of any delays or potential delays. The accepted construction schedule shall be updated to reflect actual conditions as set forth in **Paragraph 3.10.1** or if requested by the Owner. In the event any progress report indicates any delays, the Contractor shall propose an affirmative plan to correct the delay, including overtime and/or additional labor, if necessary. In no event shall any progress report constitute an adjustment in the Contract Time, any Milestone date, or the Contract Sum unless any such adjustment is agreed to by the Owner and authorize pursuant to a Change Order.

3.10.5

In the event the Owner determines that the performance of the Work, as of a Milestone Date, has not progressed or reach the level of completion required by the Contract Documents, the Owner shall have the right to order the Contractor to take corrective measures necessary to expedite the progress of construction, including without limitation, (1) working additional shifts or overtime, (2) supplying additional manpower, equipment, and facilities, and (3) other similar measures. Such measures so continue until the progress of the Work complies with the stage of completion required by the Contract Documents. The Owner's right to require such measures is solely for the purpose of ensuring the Contractors compliance with the construction schedule.

3.11 DOCUMENTS AT THE SITE

The Contractor shall maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Architect and shall be delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

3.12 SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES

3.12.1

Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

3.12.2

Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

3.12.3

Samples are physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

DocuSign Envelope ID: 5AE22EEF-40DF-4240-BD04-ED5A50BB927D

3.12.4

Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of **Paragraph 4.2.7**. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

3.12.5

The Contractor shall review for compliance with the Contract Documents, approve and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors.

3.12.6

By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

3.12.7

The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals until the respective submittal has been approved by the Architect.

3.12.8

The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals by the Architect's approval thereof.

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3.12.9

The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such written notice, the Architect's approval of a resubmission shall not apply to such revisions.

3.12.10

The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this **Paragraph 3.12.10**, the Architect will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

3.13 USE OF SITE

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

3.14 CUTTING AND PATCHING

3.14.1

The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly as required by the Contract Documents. All

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areas requiring cutting, fitting, and patching shall be restored to the condition existing prior to the cutting, fitting and patching, unless otherwise required by the Contract Documents.

3.14.2
The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.

3.15 CLEANING UP

3.15.1
The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

3.15.2
If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Contractor.

3.16 ACCESS TO WORK
The Owner and Architect shall, at all times, have access to the Work in preparation and progress wherever located.

3.17 ROYALTIES, PATENTS AND COPYRIGHTS
The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect.

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3.18 INDEMNIFICATION

3.18.1 INDEMNITY

OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS OWNER, ITS EMPLOYEES, AND ASSIGNS (THE "INDEMNIFIED PARTIES" OR "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS CONTRACT, TO THE EXTENT CAUSED BY THE NEGLIGENT OR WILLFUL ACTS OR OMISSIONS OF THE CONTRACTOR, SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE. CONTRACTOR SHALL NOT BE REQUIRED TO INDEMNIFY, HOLD HARMLESS OR DEFEND THE INDEMNIFIED PARTIES AGAINST A CLAIM CAUSED BY THE NEGLIGENCE OR FAULT, OR THE BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD, OR RULE OF THE INDEMNITEE, OR OTHER PARTY OTHER THAN CONTRACTOR OR ITS AGENT, EMPLOYEE, OR SUBCONTRACTOR OF ANY TIER, EXCEPT THAT CONTRACTOR SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND THE INDEMNIFIED PARTIES AGAINST ANY CLAIMS FOR THE BODILY INJURY OR DEATH OF AN EMPLOYEE OF CONTRACTOR, ITS AGENTS, OR IT SUBCONTRACTORS OF ANY TIER.

3.18.2 INDEMNITY – EMPLOYEE PERSONAL INJURY CLAIMS

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

3.18.3

THE CONTRACTOR'S INDEMNITY OBLIGATIONS UNDER THIS **SECTION 3.18** SHALL ALSO SPECIFICALLY INCLUDE, WITHOUT LIMITATION, ALL FINES, PENALTIES,

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DAMAGES, LIABILITY, COSTS, EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES) ARISING OUT OF, OR IN CONNECTION WITH, ANY (1) VIOLATION OF OR FAILURE TO COMPLY WITH ANY LAW, STATUTE, ORDINANCE, RULE, REGULATION, CODE OR REQUIREMENT OF A PUBLIC AUTHORITY THAT BEARS UPON THE PERFORMANCE OF THE WORK BY THE CONTRACTOR, A SUBCONTRACTOR, OR ANY PERSON OR ENTITY FOR WHOM EITHER IS RESPONSIBLE, (2) MEANS, METHODS, PROCEDURES, TECHNIQUES, OR SEQUENCES OF EXECUTION OR PERFORMANCE OF THE WORK, AND (3) FAILURE TO SECURE AND PAY FOR PERMITS, FEES, APPROVALS, LICENSES, AND INSPECTIONS AS REQUIRED UNDER THE CONTRACT DOCUMENTS, OR ANY VIOLATION OF ANY PERMIT OR OTHER APPROVAL OF A PUBLIC AUTHORITY APPLICABLE TO THE WORK, BY THE CONTRACTOR, A SUBCONTRACTOR, OR ANY PERSON OR ENTITY FOR WHOM EITHER IS RESPONSIBLE.

ARTICLE 4
ARCHITECT

4.1 GENERAL

4.1.1
The Owner shall retain an architect lawfully licensed to practice architecture or an entity lawfully practicing architecture in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Contract and is referred to throughout the Contract Documents as if singular in number.

4.1.2
Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor and Architect. Consent shall not be unreasonably withheld.

4.1.3
In the event that Owner has not engaged an architect and an architect is not identified in the Contract, but, rather, engages an engineer for the Project, all references made in these General Conditions to the "Architect" shall mean and include the engineer identified as the "Engineer" in the Contract and all duties, responsibilities and limitations of authority of the Architect, as set forth in the Contract Documents, shall apply to the Engineer.

4.2 ADMINISTRATION OF THE CONTRACT

4.2.1
The Architect will provide administration of the Contract as described in the Owner-Architect Agreement. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

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4.2.2

The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in **Paragraph 3.3.1**.

4.2.3

On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

4.2.4 COMMUNICATIONS AND CONTRACT ADMINISTRATION

Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to relate relevant communications between Owner and Architect to the Architect. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

4.2.5

If included in Architect's scope of work, the agreement between Owner and Architect, or if requested by the Owner, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts based on the Architect's evaluations of the Contractor's Applications for Payment.

4.2.6

To the extent permitted by the agreement between Owner and Architect, the Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect, in consultation with the Owner,

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will have authority to require inspection or testing of the Work in accordance with **Paragraphs 13.5.2 through 13.5.3**, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect or the Owner to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

4.2.7

To the extent provided in the agreement between Owner and Architect, the Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Owner and Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under **Sections 3.3, 3.5, and 3.12**. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

4.2.8

If requested by Owner, the Architect will prepare Change Orders and Construction Change Directives with the Owner's prior written consent, but the Architect may authorize minor changes in the Work as provided in the agreement between Owner and Architect, or in **Section 7.4**. If requested by Owner, the Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in **Paragraph 3.7.4**.

4.2.9

If requested by Owner, the Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to **Section 9.8**; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to **Section 9.10**; and issue a final Certificate for Payment pursuant to **Section 9.10**.

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4.2.10
If the Owner and Architect agree, the Architect will provide one or more project representatives to assist in carrying out the Architect's responsibilities at the site. The duties, responsibilities, and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

4.2.11
If requested by Owner, the Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

4.2.12
Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings.

4.2.13
The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents, and if approved by Owner.

4.2.14
The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5
SUBCONTRACTORS

5.1 DEFINITIONS

5.1.1
A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

5.1.2
A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is

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referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

5.2 AWARD OF SUBCONTRACTS

5.2.1 FOR CONSTRUCTION MANAGER AT-RISK CONTRACTS

The Construction Manager shall publicly advertise for bids or proposals and receive bids or proposals from trade contractors or Subcontractors for the performance of all major elements of the work other than the minor work that may be included in the general conditions. The Construction Manager may seek to perform portions of the work itself if:

.1 the Construction Manager submits its bid or proposal for those portions of the Work in the same manner as all other trade contractors or Subcontractors; and

.2 the Owner determines that the Construction Manager's bid or proposal provides the best value for the Owner.

.3 Review of Bids or Proposals. Construction Manager shall review all trade contractor or Subcontractor bids or proposals in a manner that does not disclose the contents of the bid or proposal during the selection process to a person not employed by the Construction Manager, Architect, Engineer, or Owner. All bids or proposals shall be made available to the Owner on request and to the public after the later of the award of the Contract or the **seventh (7th) business day** after the date of final selection of bids or proposals. If the Construction Manager reviews, evaluates, and recommends to the Owner a bid or proposal from a trade contractor or subcontractor but the Owner requires another bid or proposal to be accepted, the Owner shall compensate the Construction Manager by a change in the Contract Sum, Contract Time, or Cost of the Work for any additional cost and risk that the Construction manager incurs because of the Owner's requirement that another bid or proposal be accepted.

5.2.2

The Contractor shall not contract with a proposed Subcontractor, person, or entity to whom the Owner has made reasonable objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made a reasonable objection.

5.2.3

If the Owner has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time may be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract

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Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

5.2.4

The Contractor shall not substitute a Subcontractor, person, or entity previously selected if the Owner makes reasonable objection to such substitution.

5.3 SUBCONTRACTUAL RELATIONS

5.3.1

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by these Documents, assumes toward the Owner. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

5.3.2

All subcontracts shall be in writing and, if requested, Contractor shall provide Owner with copies of executed subcontracts.

5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

5.4.1

The Contract is for Owner's benefit, its successors and assigns who, as well as Contractor, may directly enforce all rights and warranties, express or implied herein, but Subcontractors shall have recourse only against Contractor and not against Owner. Owner may rely solely upon Contractor for enforcement of all Subcontracts. To effect such purpose, Contractor assigns to Owner all right to bring any actions against subcontractors and material vendors without waiver by Owner of his right against Contractor because of defaults, delays and

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effects for which a subcontractor or material vendor may also be liable, said assignment being effective only if:

.1 Contractor is in default under the Contract Documents; or

.2 Owner has terminated the Contract in accordance with the Contract Documents; and

.3 Only for those subcontract agreements which the Owner accepts by notifying the Subcontractor and Contractor in writing; and

.4 The assignment is subject to the prior rights of the surety, if any, obligated under any bond relating to the Contract.

5.4.2
Upon such assignment, if the Work has been suspended for more than **thirty (30) calendar days**, the Subcontractor's compensation may be equitably adjusted for increases in cost resulting from the suspension.

5.4.3
Upon such assignment to the Owner under this **Section 5.4**, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

5.4.4
The Architect and the Owner shall have the right to request from any Subcontractor at any time during the course of construction, a notarized affidavit stating the amount of monies which have been paid to the Subcontractor as of any certain stipulated date.

ARTICLE 6
CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

6.1.1
The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in **Article 15**.

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6.1.2
When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Contract.

6.1.3
The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Owner until subsequently revised.

6.2 MUTUAL RESPONSIBILITY

6.2.1
The Contractor shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

6.2.2
If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect and the Owner apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

6.2.3
The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a separate contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a separate contractor's delays, improperly timed activities, damage to the Work or defective construction.

6.2.4
The Contractor shall promptly remedy damage the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or separate contractors as provided in **Paragraph 10.2.5**.

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6.2.5
The Owner and each separate contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in **Section 3.14**.

6.2.6
All separate contractors shall sign a site access agreement with Contractor setting forth duties, responsibilities, safety, and administrative requirements.

6.3 OWNER'S RIGHT TO CLEAN UP

If a dispute arises among the Contractor, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and allocate the cost among those responsible.

ARTICLE 7
CHANGES IN THE WORK

7.1 GENERAL

7.1.1
Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this **Article 7** and elsewhere in the Contract Documents.

7.1.2
A Change Order shall be based upon agreement among the Owner, Contractor and Architect; a Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor; an order for a minor change in the Work may be issued by the Owner or Architect alone.

7.1.3
Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work. Except as permitted in **Section 7.3** and **Paragraph 9.7.2**, a change in the Contract Sum or the Contract Time shall be accomplished only by Change Order. Accordingly, no course of conduct or dealings between the parties, nor express or implied acceptance of alterations or additions to the Work, and no claim that Owner has been unjustly enriched by any alteration of or addition to the Work, whether or not there is, in fact, any unjust enrichment to the Work, shall be the basis of any Claim to an increase in any amounts due under the Contract Documents or a change in any time period provided for in the Contract Documents.

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7.2 CHANGE ORDERS

7.2.1
A Change Order is a written instrument signed by the Owner, Contractor and Architect stating their agreement upon all of the following:

.1 The change in the Work;

.2 The amount of the adjustment, if any, in the Contract Sum; and

.3 The extent of the adjustment, if any, in the Contract Time.

7.2.2
Contractor's Change Order shall set forth in clear and precise detail breakdowns of labor and materials for all trades involved and the estimated impact on the dates of Substantial Completion. Contractor shall furnish supporting data as reasonably requested by Owner.

7.2.3
Agreement on any Change Order shall constitute a final settlement of all matters relating to the change in the Work that is the subject of the Change Order, including, but not limited to, all direct and indirect costs associated with such change and any and all adjustments to the Contract Sum and the construction schedule.

7.3 CONSTRUCTION CHANGE DIRECTIVES

7.3.1
A Construction Change Directive is a written order signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

7.3.2
A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

7.3.3
If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

.1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;

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.2 Unit prices stated in the Contract Documents or subsequently agreed upon;

.3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or

.4 As provided in **Paragraph 7.3.7**.

7.3.4
If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

7.3.5
Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

7.3.6
A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

7.3.7
If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Owner shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Contract, or if no such amount is set forth in the Contract, a reasonable amount. In such case, and also under **Paragraph 7.3.3.3**, the Contractor shall keep and present, in such form as the Owner or Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this **Paragraph 7.3.7** shall be limited to the following:

.1 Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;

.2 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;

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.3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;

.4 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and

.5 Additional costs of supervision and field office personnel directly attributable to the change.

7.3.8
The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Owner or the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

7.3.9
Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Owner will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Owner determines to be reasonably justified. The Owner's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of Contractor to disagree and assert a Claim in accordance with **Article 15**.

7.3.10
When the Owner and Contractor agree with a determination made concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

7.4 MINOR CHANGES IN THE WORK

If permitted in the agreement between Owner and Architect, the Architect has authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents.

ARTICLE 8
TIME

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8.1 CONTRACT TIME

TIME IS AN ESSENTIAL ELEMENT OF THE CONTRACT. The Contract Time is the time between the dates indicated in the Notice to Proceed for commencement of the Work and for achieving Substantial Completion. The Contract Time can be modified only by Change Order. Failure to achieve Substantial Completion within the Contract Time, as otherwise agreed to in writing, will cause damage to Owner and may subject Contractor to liquidated damages as provided in the Contract. If Contractor fails to achieve Final Completion within **thirty (30) calendar days** after Substantial Completion or a mutually agreed upon longer period of time between Contractor and Owner, Contractor shall be responsible for Owner's additional inspection, project management, and maintenance cost to the extent caused by Contractor's failure to achieve Final Completion.

8.2 NOTICE TO PROCEED

Owner will issue a Notice to Proceed which shall state the dates for beginning the Work and for achieving Substantial Completion of the Work.

8.3 WORK PROGRESS SCHEDULE

Unless indicated otherwise, Contractor shall submit to Owner and Architect the initial Work Progress Schedule for the Work in relation to the entire Project not later than **twenty-one (21) calendar days** after the effective date of the Notice to Proceed. Unless indicated otherwise, the Work Progress Schedule shall be computerized Critical Path Method (CPM) with fully editable logic. This initial schedule shall indicate the dates for starting and completing the various aspects required to complete the Work, including mobilization, procurement, installation, testing, inspection, delivery of Close-out Documents, and acceptance of all the Work of the Contract. When acceptable to Owner, the initially accepted schedule shall be the Baseline Schedule for comparison to actual conditions throughout the Contract duration.

8.3.1 SCHEDULE REQUIREMENTS

Contractor shall submit electronic and paper copy of the initial Work Progress Schedule reflecting accurate and reliable representations of the planned progress of the Work, the Work to date if any, and of Contractor's actual plans for its completion. Contractor shall organize and provide adequate detail, so the schedule is capable of measuring and forecasting the effect of delaying events on completed and uncompleted activities.

.1 Contractor shall resubmit initial schedule as required to address review comments from Architect and Owner until such schedule is accepted as the Baseline Schedule.

.2 Submittal of a schedule, schedule revision or schedule update constitutes Contractor's representation to Owner of the accurate depiction of all progress to date and that Contractor will follow the schedule as submitted in performing the Work.

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8.3.2 SCHEDULE UPDATES

Contractor shall update the Work Progress Schedule and the Submittal Register monthly, as a minimum, to reflect progress to date and current plans for completing the Work, while maintaining original schedule as Baseline Schedule and submit electronic copies of the update to Owner and Architect as directed, but as a minimum with each request for payment. Owner has no duty to make progress payments unless accompanied by the updated Work Progress Schedule. Show the anticipated date of completion reflecting all extensions of time granted through Change Order as of the date of the update. Contractor may revise the Work Progress Schedule when in Contractor's judgment it becomes necessary for the management of the Work. Contractor shall identify all proposed changes to schedule logic to Owner and to Architect via an executive summary accompanying the updated schedule for review prior to final implementation of revisions into a revised Baseline Schedule. Schedule changes that materially impact Owner's operations shall be communicated promptly to Owner and Architect and shall not be incorporated into the revised Baseline Schedule without Owner's consent.

8.3.3

The Work Progress Schedule is for Contractor's use in managing the Work and submittal of the schedule, and successive updates or revisions, is for the information of Owner and to demonstrate that Contractor has complied with requirements for planning the Work. Owner's acceptance of a schedule, schedule update, or revision constitutes Owner's agreement to coordinate its own activities with Contractor's activities as shown on the schedule.

.1 Acceptance of the Work Progress Schedule, or update and/or revision thereto does not indicate any approval of Contractor's proposed sequences and duration.

.2 Acceptance of a Work Progress Schedule update or revision indicating early or late completion does not constitute Owner's consent, alter the terms of the Contract, or waive either Contractor's responsibility for timely completion or Owner's right to damages for Contractor's failure to do so.

.3 Scheduled dates for completion of any activity or the entire Work do not constitute a change in terms of the Contract. Change Orders are the only method of modifying the Substantial Completion Date(s) and Contract Time.

8.4 COMPLETION OF WORK

Contractor is accountable for completing the Work within the Contract Time stated in the Contract, or as otherwise amended by Change Order.

8.4.1

If, in the judgment of Owner, the work is behind schedule and the rate of placement of Work is inadequate to regain scheduled progress to ensure timely completion of the entire Work or

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a separable portion thereof, Contractor, when so informed by Owner, shall immediately take action to increase the rate of work placement by:

.1 An increase in working forces.

.2 An increase in equipment or tools.

.3 An increase in hours of work or number of shifts.

.4 Expedite delivery of materials.

.5 Other action proposed, if acceptable to Owner.

8.4.2
Within **ten (10) calendar days** after such notice from Owner, Contractor shall notify Owner in writing of the specific measures taken or planned to increase the rate of progress. Contactor shall include an estimate as to the date of scheduled progress recovery and an updated Work Progress Schedule illustrating Contractor's plan for achieving timely completion of the Project. Should Owner deem the plan of action inadequate, Contractor shall take additional steps or make adjustments, as necessary, to its plan of action until it meets with Owner's approval.

8.5 MODIFICATION OF CONTRACT TIME

8.5.1
Delays and extension of time as hereinafter described are valid only if executed in accordance with provisions set forth in **Article 7**.

8.5.2
When a delay defined herein as excusable prevents Contractor from completing the Work within the Contract Time, Contractor is entitled to an extension of time. Owner will make an equitable adjustment and extend the number of days lost because of excusable delay or Weather Days, as measured by Contractor's progress schedule. All extensions of time will be granted in calendar days. In no event, however, will an extension of time be granted for delays that merely extend the duration of non-critical activities without delaying the project Substantial Completion date(s).

.1 A "Weather Day" is a day on which Contractor's current schedule indicates Work is to be done, and on which inclement weather or related site conditions prevent Contractor from performing **seven (7) continuous hours** of Work on the critical path between the hours of 7:00 a.m. and 6:00 p.m.

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A. Weather days are excusable delays and, in the event of precipitation, Contractor may claim **one (1) Weather Day** for each day of the duration of the precipitation plus an additional day for each **tenth (1/10th) of an inch** of accumulation as determined by a third-party website agreed upon by Owner and Contractor.

B. At the end of each calendar month, Contractor shall submit to Owner and Architect a list of Weather Days occurring in that month along with documentation of the impact on critical activities. Based on confirmation by Owner, any time extension granted will be issued by Change Order. If Contractor and Owner cannot agree on the time extension, Owner may issue a Construction Change Directive (CCD) for a fair and reasonable time extension.

.2 Excusable Delay. Contractor is entitled to an equitable adjustment of the Contract Time, issued via Change Order, for delays caused by the following:

A. Errors, omissions, and imperfections in design, which Architect corrects by means of changes in the Drawings and Specifications.

B. Unanticipated physical conditions at the Site, which Architect corrects by means of changes to the Drawings and Specifications or for which Owner directs changes in the Work identified in the Contract Documents.

C. Failure of Owner to have secured property, right-of-way, or easements necessary for Work to begin or progress.

D. Changes in the Work that effect activities identified in Contractor's schedule as "critical" to completion of the entire Work, if such changes are ordered by Owner or recommended by Architect and ordered by Owner.

E. Suspension of Work for unexpected natural events, Force Majeure (sometimes called "acts of God"), civil unrest, strikes or other events which are not within the reasonable control of Contractor.

F. Suspension of Work for convenience of Owner, which prevents Contractor from completing the Work within the Contract Time.

G. Administrative delays caused by activities or approval requirements related to an Authority Having Jurisdiction.

8.5.3

Contractor's relief in the event of such delays is the time impact to the critical path as determined by analysis of Contractor's schedule. In the event that Contractor incurs additional direct costs because of the excusable delays other than described in **Subparagraph**

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8.5.2.2.D and within the reasonable control of Owner, the Contract Sum and Contract Time are to be equitably adjusted by Owner pursuant to the provisions of **Article 7**.

8.6 NO DAMAGES FOR DELAY

Due to the unique requirements of working within a public facility which may be shared with other user-groups and adjacent to other public facilities, Owner may, at any time, restrict the Work to non-disruptive activities to reduce noise, vibration, air pollution, or any other nuisance, intrusion, or danger affecting adjacent public functions and duties. In each case, Owner will make a good faith effort to provide sufficient advanced notice of restriction to Contractor; and, Contractor shall make a good faith effort to reallocate activities, materials, and forces onsite to avoid delay to the project schedule. Contractor has no claim for monetary damages for delay or hindrances to the Work from any cause, including, without limitation, any act or omission of Owner.

8.7 CONCURRENT DELAY

When the completion of the Work is simultaneously delayed by an excusable delay and a delay arising from a cause not designated as excusable, Contractor may not be entitled to a time extension for the period of concurrent delay.

8.8 OTHER TIME EXTENSION REQUESTS

Time extensions requested in association with changes to the Work directed or requested by Owner shall be included with Contractor's proposed costs for such change. Time extensions requested for inclement weather are covered by **Paragraph 8.5.2.1** above. If Contractor believes that the completion of the Work is delayed by a circumstance other than for changes directed to the Work or weather, they shall give Owner written notice, stating the nature of the delay and the activities potentially affected, within **five (5) calendar days** after the onset of the event or circumstance giving rise to the excusable delay. Contractor shall provide sufficient written evidence to document the delay. In the case of a continuing cause of delay, only one claim is necessary. State claims for extensions of time in numbers of whole or half days.

8.8.1

Within **ten (10) calendar days** after the cessation of the delay, Contractor shall formalize its request for extension of time in writing to include a full analysis of the schedule impact of the delay and substantiation of the excusable nature of the delay. All changes to the Contract Time or made as a result of such claims is by Change Order, as set forth in **Article 7**.

8.8.2

No extension of time releases Contractor or the Surety furnishing a performance or payment bond from any obligations under the Contract or such a bond. Those obligations remain in full force until the discharge of the Contract.

DocuSign Envelope ID: 5AE22EEF-40DF-4240-BD04-ED5A50BB927D

8.8.3 CONTENTS OF TIME EXTENSION REQUESTS

Contractor shall provide with each Time Extension Request a quantitative demonstration of the impact of the delay on project completion time, based on the Work Progress Schedule. Contractor shall include with Time Extension Requests a reasonably detailed narrative setting forth:

.1 The nature of the delay and its cause; the basis of Contractor's claim of entitlement to a time extension.

.2 Documentation of the actual impacts of the claimed delay on the critical path indicated in Contractor's Work Progress Schedule, and any concurrent delays.

.3 Description and documentation of steps taken by Contractor to mitigate the effect of the claimed delay, including, when appropriate, the modification of the Work Progress Schedule.

8.8.4 OWNER'S RESPONSE

Owner will respond to the Time Extension Request by providing to Contractor written notice of the number of days granted, if any, and giving its reason if this number differs from the number of days requested by Contractor.

.1 Owner will not grant time extensions for delays that do not affect the Contract Substantial Completion date.

.2 Owner will respond to each properly submitted Time Extension Request within **fifteen (15) calendar days** following receipt. If Owner cannot reasonably make a determination about Contractor's entitlement to a time extension within that time, Owner will notify Contractor in writing. Unless otherwise agreed by Contractor, Owner has no more than **fifteen (15) additional calendar days** to prepare a final response. If Owner fails to respond within **forty-five (45) calendar days** from the date the Time Extension Request is received, Contractor is entitled to a time extension in the amount requested.

8.9 FAILURE TO COMPLETE WORK WITHIN THE CONTRACT TIME

TIME IS AN ESSENTIAL ELEMENT OF THE CONTRACT. Contractor's failure to substantially complete the Work within the Contract Time or to achieve Substantial Completion as required will cause damage to Owner. These damages shall be liquidated by agreement of Contractor and Owner, in the amount per day as set forth in the Contract.

8.10 LIQUIDATED DAMAGES

Owner may collect liquidated damages due from Contractor directly or indirectly by reducing the Contract Sum in the amount of liquidated damages stated in the Contract.

DocuSign Envelope ID: 5AE22EEF-40DF-4240-BD04-ED5A50BB927D

ARTICLE 9
PAYMENTS AND COMPLETION

9.1 CONTRACT SUM

The Contract Sum is stated in the Contract and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

9.2 SCHEDULE OF VALUES

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price ("GMP"), the Contractor shall submit to the Owner and Architect, before the first Application for Payment, a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. This schedule, unless objected to by the Owner, shall be used as a basis for reviewing the Contractor's Applications for Payment.

9.3 APPLICATIONS FOR PAYMENT

9.3.1

As provided in the Contract and in the Contract Documents, the Contractor shall submit to the Owner and Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under **Section 9.2**., for completed portions of the Work. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner or Architect may require, such as copies of requisitions from Subcontractors and material suppliers, and shall reflect retainage if provided for in the Contract Documents.

.1 As provided in **Paragraph 7.3.9**, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Owner or the Architect, but not yet included in Change Orders.

.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or material supplier, unless such Work has been performed by others whom the Contractor intends to pay.

.3 If requested by Owner or required elsewhere in the Contract Documents, Each Application for Payment shall be accompanied by the following, all in a form and substance satisfactory to the Owner:

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a) With each Application for Payment: a current Sworn Statement from the Contractor setting forth all Subcontractors and all material suppliers with whom the Contractor has subcontracted, the amount of each such subcontract, the amount requested for any Subcontractor or material supplier in the Application for Payment, and the amount to be paid to the Contractor from such progress payment;

b) With each Application for Payment: a duly executed Conditional Waiver and Release on Progress Payment from the Contractor and Subcontractors establishing receipt of payment or satisfaction of the payment requested by the Contractor in the current Application for Payment;

c) Commencing with the second Application for Payment submitted by the Contractor, a duly executed Unconditional Waiver and Release on Progress Payment from Contractor and all Subcontractors, material suppliers and, where appropriate, lower tier subcontractors that have billed more than **five thousand dollars ($5,000)** on a single application of payment, establishing receipt of payment or satisfaction of payment of all amounts requested on behalf of such entities and disbursed prior to submittal by the Contractor of the current Application for Payment;

d) With the Final Application for Payment: Contractor shall submit a Conditional Waiver and Release on Final Payment as required by **Texas Property Code, §53.284**. Upon receipt of final payment, Contractor shall submit an Unconditional Waiver and Release on Final Payment as required by **Texas Property Code, §53.284**; and

e) Such other information, documentation, and materials as the Owner, or the title insurer may require in order to ensure that Owner's property is free of lien claims. Such other documents may include, without limitation, original copies of lien or bond claim releases suitable for filing with the County Clerk in Williamson County, Texas.

9.3.2

Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

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9.3.3

The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, bond claims, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

.1 The Contractor further expressly undertakes to defend Owner, at the Contractor's sole expense, against any actions, lawsuits, or proceedings brought against Owner as a result of liens filed against the Work, the site of any of the Work, the Project site and any improvements thereon, or any portion of the property of any of Owner (referred to collectively as "liens" in this **Paragraph 9.3.3**), provide the Owner has paid Contractor pursuant to the requirements of the Contract Documents. The Contractor hereby agrees to indemnify and hold Owner harmless against any such liens or claims of lien and agrees to pay any judgment or lien resulting from any such actions, lawsuits, or proceedings.

.2 The Owner shall release any payments withheld due to a lien or bond claims if the Contractor obtains security acceptable to the Owner, however, the Contractor shall not be relieved of any responsibilities or obligations under this **Paragraph 9.3.3**, including, without limitation, the duty to defend and indemnify Owner.

.3 Retainage. The Owner shall withhold from each progress payment, as retainage, **five percent (5%)** of the total earned amount. Retainage so withheld shall be managed in conformance with **Texas Government Code, Chapter 2252, Subchapter B**. Any request for reduction or release of retainage shall be accompanied by written consent of the Contractor's Surety. No such request shall be made until the Contractor has earned at least **sixty-five percent (65%)** of the total Contract Sum.

.4 For purposes of **Texas Government Code, §2251.021 (a)(2)**, the date the performance of service is completed is the date when the Owner's representative approves the Application for Payment.

9.4 CERTIFICATES FOR PAYMENT

9.4.1

The Architect will, within **seven (7) business days** after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the

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Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in **Paragraph 9.5.1**.

9.4.2

The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data comprising the Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

9.5 DECISIONS TO WITHHOLD CERTIFICATION

9.5.1

The Owner or Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Owner or Architect's opinion the representations to the Owner required by **Paragraph 9.4.2** cannot be made. If the Owner or Architect is unable to certify payment in the amount of the Application, the Owner or Architect will notify the Contractor. If the Contractor and Architect, or Contractor and Owner, as the case may be, cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount that can be certified. The Owner or Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Owner or Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in **Paragraph 3.3.2**, because of

.1 defective Work not remedied;

.2 third party claims filed or reasonable evidence indicating probable filing of such claims;

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.3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;

.4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;

.5 damage to the Owner or a separate contractor;

.6 failure to maintain the scheduled progress, or reasonable evidence that the Work will not be completed within the Contract Time;

.7 failure to comply with the requirements of **Texas Government Code, Chapter 2258** (Prevailing Wage Law);

.8 failure to include sufficient documentation to support the amount of payment requested for the Project;

.9 failure to obtain, maintain, or renew insurance coverage, payment/performance bonds or warranty bond required by the Contract Documents; or

.10 repeated failure to carry out the Work in accordance with the Contract Documents.

9.5.2
When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

9.6 PROGRESS PAYMENTS

9.6.1
The Owner shall make payment in the manner and within the time provided in the Contract Documents and in accordance with **Texas Government Code, Chapter 2251**.

9.6.2
The Contractor shall pay each Subcontractor no later than **ten (10) calendar days** after receipt of payment from the Owner the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

9.6.3
The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers amounts paid by the

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Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within **seven (7) calendar days**, the Owner shall have the right to contact Subcontractors to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor, except as may otherwise be required by law.

9.6.4
Contractor payments to material and equipment suppliers shall be treated in a manner similar to that provided in **Paragraph 9.6.2**.

9.6.5
A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

9.7 FAILURE OF PAYMENT

9.7.1
If the Architect is required to issue Certificates for Payment and, through no fault of the Contractor, the Architect fails to timely issue Certificates for Payment in the time permitted in the Contract Documents, or if the Owner does not pay the Contractor by the date established in the Contract Documents, then the Contractor may, upon **twenty-one (21) business days** written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received.

9.7.2
If the Owner is entitled to reimbursement or payment from the Contractor under or pursuant to the Contract Documents, such payment shall be made promptly upon demand by the Owner. Notwithstanding anything contained in the Contract Documents to the contrary, if the Contractor fails to promptly make any payment due the Owner, or if the Owner incurs any costs and expenses to cure any default of the Contractor or to correct defective work, the Owner shall have an absolute right to offset such amount against the Contract Sum and may, in the Owner's sole discretion, elect either to (1) deduct an amount equal to that which the Owner is entitled from any payment then or thereafter due the Contractor from the Owner, or (2) issue a written notice to the Contractor reducing the Contract Sum by an amount equal to that which the Owner is entitled.

9.8 SUBSTANTIAL COMPLETION

9.8.1
Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use; provided, however, that as a

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condition precedent to Substantial Completion, the Owner has received all certificates of occupancy and any other permits, approvals, licenses, and other documents from any governmental authority having jurisdiction thereof necessary for the beneficial occupancy of the Project.

9.8.2
When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Owner and Architect a comprehensive list of items to be completed or corrected prior to final payment (punch list). Failure to include an item on the punch list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

9.8.3
Upon receipt of the Contractor's punch list, the Owner and Architect will examine the Work to determine whether the Work or designated portion thereof is substantially complete. If the Owner and/or Architect's examination discloses any item, whether or not included on the Contractor's punch list, that is not sufficiently complete in accordance with the Contract Documents, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Owner or Architect. In such case, the Contractor shall then submit a request for another examination by the Owner or Architect to determine Substantial Completion.

9.8.4
When the Work or designated portion thereof is substantially complete, the Architect, if required by the Contract Documents, or Owner will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Unless otherwise provided, Contractor shall complete all items on the punch list within **thirty (30) calendar days** of Substantial Completion. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

9.8.5
The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage.

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9.9 PARTIAL OCCUPANCY OR USE

9.9.1

The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under **Paragraph 11.3.1.5**, the surety, and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under **Paragraph 9.8.2**. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld.

9.9.2

Immediately prior to partial occupancy or use, the Owner, Contractor and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

9.9.3

Partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

9.10 FINAL COMPLETION AND FINAL PAYMENT

9.10.1

Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Owner and Architect will make such inspection and, when the Owner and Architect find the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in **Paragraph 9.10.2** as precedent to the Contractor's being entitled to final payment have been fulfilled. All warranties and guarantees required under or pursuant to the Contract Documents shall be assembled and delivered by the Contractor to the Architect as part of the final Application for Payment. The final Certificate for Payment will not be issued by the Architect until all warranties and guarantees have been received and accepted by the Owner.

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9.10.2

Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Owner and Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work have been paid or otherwise satisfied, within the period of time required by **Texas Government Code, Chapter 2251**, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least **thirty (30) business days** prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety to final payment, (5) a warranty bond in a form acceptable to Owner, and (6) other data establishing payment or satisfaction of obligations, such as receipts, unconditional full and final releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner.

9.10.3

The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

.1 Claims, security interests or encumbrances arising out of the Contract and unsettled;

.2 failure of the Work to comply with the requirements of the Contract Documents; or

.3 terms of warranties required by the Contract Documents.

9.10.4

Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10
PROTECTION OF PERSONS AND PROPERTY

10.1 SAFETY PRECAUTIONS AND PROGRAMS

The Contractor and its Subcontractors shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

10.2 SAFETY OF PERSONS AND PROPERTY

DocuSign Envelope ID: 5AE22EEF-40DF-4240-BD04-ED5A50BB927D

10.2.1
The Contractor and its Subcontractors shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to

.1 employees on the Work and other persons who may be affected thereby;

.2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and

.3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement during construction.

10.2.2
The Contractor and its Subcontractors shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury, or loss. Notwithstanding any language to the contrary, the Owner shall not have any responsibility for job site inspections or safety recommendations. Any inspections or observations by the Owner or the Architect are solely for the benefit of the Owner and shall not create any duties or obligations to anyone else.

10.2.3
The Contractor and its Subcontractors shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

10.2.4
When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

10.2.5
The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in **Paragraphs 10.2.1.2 and 10.2.1.3** caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under **Paragraphs 10.2.1.2 and 10.2.1.3**, except damage or loss attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of

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the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under **Section 3.18**.

10.2.6
The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

10.2.7
The Contractor and its Subcontractors shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

10.2.8 Injury or Damage to Person or Property
If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding **twenty-one (21) calendar days** after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

10.2.9
When all or a portion of the Work is suspended for any reason, the Contractor shall securely fasten down all covering and fully protect the Work, as necessary, from injury or damage by any cause.

10.2.10
The Contractor shall promptly report in writing to the Owner and Architect all accidents arising out of or in connection with the Work that cause death, personal injury, or property damage.

10.3 HAZARDOUS MATERIALS

10.3.1
The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing.

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10.3.2

Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written notice from the Owner.

10.3.3

The Owner shall not be responsible under this **Section 10.3** for materials or substances the Contractor brings to the site unless such materials or substances are expressly required by the Contract Documents. The Owner shall be responsible for materials or substances expressly required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

10.3.4

The Contractor shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Contractor brings to the site or negligently handles, or (2) where the Contractor fails to perform its obligations under **Paragraph 10.3.1**, except to the extent that the cost and expense are due to the Owner's fault or negligence.

10.4 EMERGENCIES

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time, if any, claimed by the Contractor on account of an emergency shall be determined as provided in **Article 7** and **Article 15**.

ARTICLE 11
INSURANCE AND BONDS

11.1 CONTRACTOR'S LIABILITY INSURANCE

11.1.1

The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

.1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;

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.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;

.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;

.4 Claims for damages insured by usual personal injury liability coverage;

.5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;

.6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;

.7 Claims for bodily injury or property damage arising out of completed operations, which coverage shall be maintained for no less than **four (4) years** following final payment; and

.8 Claims involving contractual liability insurance applicable to the Contractor's obligations under **Section 3.18**.

11.1.2

The insurance required by **Paragraph 11.1.1** shall be written for not less than limits of liability specified in the Contract or the Contract Documents. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

11.1.3

Unless otherwise provided, copies of the insurance policies, in form acceptable to the Owner, shall be provided to Owner within **thirty (30) calendar days** of Owner's request. Except as otherwise provided, all of the policies provided shall name Owner as an additional insured, and such policies shall immediately deliver to Owner copies of all such insurance policies, together with certificates by the insurer evidencing Owner's coverage there under. Each policy of insurance obtained by Contractor pursuant to the Contract Documents shall provide, by endorsement or otherwise (1) that such policy shall not be canceled, endorsed, altered or reissued to effect a change in coverage for any reason or to any extent whatsoever unless the insurer shall have first given Owner and Lender at least **thirty (30) calendar days** prior written notice thereof, and (2) that Owner may, but shall not be obligated to, make premium payments to prevent the cancellation, endorsement, alteration or reissuance of such

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policy and such payments shall be accepted by the insurer to prevent the same. Such policies shall provide, by endorsement or otherwise, that Contractor shall be solely responsible for the payment of all premiums under the policies, and that Owner shall have no obligation for the payment thereof, notwithstanding that Owner is named as additional insured under the policy. Any insured loss or claim of loss shall be adjusted to the Owner, and any settlement payments shall be made payable to the Owner as a trustee for the insureds, as their interests may appear. Upon the occurrence of an insured loss or claim of loss, monies received will be held by Owner who shall make distribution in accordance with an agreement to be reached in such event between Owner and Contractor. If the parties are unable to agree between themselves on the settlement of the loss, such dispute shall be resolved in accordance with **Article 15**, below, but the Work of the Project shall nevertheless progress during any such period of dispute without prejudice to the rights of any party to the dispute. The Contractor shall be responsible for any loss within the deductible area of the policy. If Owner is damaged by the failure of Contractor to purchase or maintain such insurance, then Contractor shall bear all costs properly attributable thereto. The Contractor shall affect and maintain similar property insurance on portions of the Work stored off the site or in transit when such portions of the Work are to be included. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until Final Completion of the Project.

11.1.4

The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

11.2 OWNER'S LIABILITY INSURANCE

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

11.3 PROPERTY INSURANCE

11.3.1

Unless otherwise provided in the Contract Documents, the Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in **Section 9.10** or until no

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person or entity other than the Owner has an insurable interest in the property required by this **Section 11.3** to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

.1 Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss as well as coverage for building materials while in transit or building materials suitably stored at a temporary location. Property insurance provided by the Contractor shall not cover any tools, apparatus, machinery, scaffolding, hoists, forms, staging, shoring, and other similar items commonly referred to as construction equipment that may be on the site and the capital value of which is not included in the Work. The Contractor shall make its own arrangements for any insurance it may require on such construction equipment. Any such policy obtained by the Contractor under this **Paragraph 11.3.1** shall include a waiver of subrogation in accordance with the requirements of **Paragraph 11.3.4**.

.2 If the Contractor does not intend to purchase such property insurance required by the Contract and with all of the coverages in the amount described above, the Contractor shall so inform the Owner in writing prior to commencement of the Work. If the Owner is damaged by the failure or neglect of the Contractor to purchase or maintain insurance as described above, without so notifying the Owner in writing, then the Contractor shall bear all reasonable costs properly attributable thereto.

.3 Contractor shall be responsible for any deductibles to the extent that the loss arose out of or was cause by Contractor's negligence or breach of the Contract.

.4 This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.

.5 Partial occupancy or use in accordance with **Section 9.9** shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

DocuSign Envelope ID: 5AE22EEF-40DF-4240-BD04-ED5A50BB927D

11.3.2 WAIVERS OF SUBROGATION

The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect's consultants, separate contractors described in **Article 6**, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent of actual recovery of any insurance proceeds under any property insurance obtained pursuant to this **Section 11.3** or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance. However, this waiver shall not apply to property insurance purchased by Owner after completion of the Work or Final Payment, whichever comes first. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in **Article 6**, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

11.3.3

A loss insured under the property insurance shall be adjusted in good faith and made payable to the Owner in good faith for the insureds, as their interests may appear. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

11.4 BONDS

11.4.1

The Contractor is required to tender to Owner, prior to commencing the Work, performance and payment bonds, as required by law. In the event Contractor fails to provide such bonds within the time provided by the Contract, Owner may immediately, upon notice of such failure, or within a reasonable time thereafter, at its sole option and discretion: (1) void this Contract in its entirety; or (2) procure such bonds on behalf of the Contractor, deducting such amounts from the Contract Sum. In the event Owner voids the Contract under this **Section 11.4**, Contractor may forfeit its bid bond.

11.4.2

A Performance Bond is required if the Contract Sum is in excess of **fifty thousand dollars ($50,000)**. The performance bond is solely for the protection of the Owner, in the full amount of the Contract Sum and conditioned on the faithful performance of the Work in accordance with the Contract Documents. The form of the bond shall be approved by the Owner.

DocuSign Envelope ID: 5AE22EEF-40DF-4240-BD04-ED5A50BB927D

11.4.3
A Payment Bond is required if the Contract Sum is in excess of **twenty-five thousand dollars ($25,000)**. A payment bond is payable to the Owner, in the full amount of the Contract Sum and solely for the protection and use of payment bond beneficiaries who have a direct contractual relationship with the Contractor or a supplier of required materials or labor. The form of bond shall be approved by the Owner.

11.4.4 Warranty Bond.
Prior to final final payment, Contractor shall provide Owner with a Warranty Bond in the sum of ten percent (10%) of the Contract Sum or ten percent (10%) of the GMP for Construction Manager At-Risk Contracts for twelve (12) months from Substantial Completion of the Work. The form of bond shall be approved by the Owner.

11.4.5
Corporate sureties authorized to issue bonds shall be qualified and comply with relevant provisions of the Texas Insurance Code.

11.4.6
Each bond shall be executed by a corporate surety or sureties authorized to do business in the State of Texas and acceptable to the Owner. If any bond is for more than **ten percent (10%)** of the surety's capital and surplus, the Owner may require certification that the company has reinsured the excess portion with one or more reinsurers authorized, accredited, or trusteed to do business in the State. A reinsurer may not reinsure for more than **ten percent (10%)** of its capital and surplus. If a surety upon a bond loses its authority to do business in the State, the Contractor shall within **thirty (30) calendar days** after such loss furnish a replacement bond at no added cost to the Owner.

11.4.7
Each bond shall be accompanied by a valid Power-of-Attorney (issued by the surety company and attached, signed and sealed with the corporate embosses seal, to the bond) authorizing the attorney in fact who signs the bond to commit the company to the terms of the bond, and stating any limit in the amount for which the attorney can issue a single bond.

11.4.8
The process of requiring and accepting bonds and making claims thereunder shall be conducted in compliance with **Texas Government Code, Chapter 2253**. If for any reason a statutory payment or performance bond is not honored by the surety, the Contractor shall fully indemnify and hold the Owner harmless of and from any costs, losses, obligations or liabilities it incurs as a result.

DocuSign Envelope ID: 5AE22EEF-40DF-4240-BD04-ED5A50BB927D

11.4.9

Owner shall furnish certified copies of a payment bond and the related Contract between Owner and Contractor to any qualified person seeking copies who complies with **Texas Government Code, §2253.026**.

11.4.10 Claims on Payment Bonds.

Claims on payment bonds must be sent directly to the Contractor and its surety in accordance with Texas Government Code, §2253.041. All Payment Bond claimants are cautioned that no lien exists on the funds unpaid to the Contractor on such contract, and that reliance on notices sent to the Owner may result in loss of their rights against the Contractor and/or its surety. The Owner is not responsible in any manner to a claimant for collection of unpaid bills, and accepts no such responsibility because of any representation by any agent or employee.

11.4.11 Payment Claims when Payment Bond not Required.

When the value of the Contract between Owner and the Contractor is less than twenty-five thousand dollars ($25,000), claimants and their rights are governed by Texas Property Code, §53.231-239. These provisions set out the requirements for filing a valid lien on funds unpaid to the Contractor as of the time of filing the claim, actions necessary to release the lien and satisfaction of such claims.

11.4.12

Sureties shall be listed on the **Department of the Treasury's Listing of Approved Sureties** stating companies holding Certificates of Authority as acceptable sureties on Federal Bonds and acceptable reinsuring companies (Department Circular 570).

11.5 GENERAL REQUIREMENTS

11.5.1

Unless otherwise provided in the Contract Documents, all insurance coverage procured by the Contractor shall be provided by insurance companies having policy holder ratings no lower than "A" and financial ratings not lower than "VIII" in the Best's Insurance Guide, the latest edition in effect as of the date of the Contract, and subsequently in effect at the time of renewal of any policies required by the Contract Documents.

11.5.2

If the Owner is damaged by failure of the Contractor to purchase or maintain insurance required under this **Article 11**, then the Contractor shall bear all reasonable costs (including attorneys' fees and court and settlement expenses) properly attributable thereto.

DocuSign Envelope ID: 5AE22EEF-40DF-4240-BD04-ED5A50BB927D

ARTICLE 12
UNCOVERING AND CORRECTION OF WORK

12.1 UNCOVERING OF WORK

12.1.1
If a portion of the Work is covered contrary to the Owner or Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Owner or Architect, be uncovered for examination and be replaced at the Contractor's expense without change in the Contract Time. If prior to the date of Substantial Completion the Contractor, a Subcontractor, or anyone for whom either is responsible uses or damages any portion of the Work (other than start-up), including, without limitation, mechanical, electrical, plumbing, and other building systems, machinery, equipment, or other mechanical device, the Contractor shall cause such item to be restored to "like new" condition at no expense to the Owner.

12.1.2
If a portion of the Work has been covered that the Owner or Architect has not specifically requested to examine prior to its being covered, the Owner or Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

12.2 CORRECTION OF WORK

12.2.1
The Contractor shall promptly correct Work rejected by the Owner or Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

12.2.2 AFTER SUBSTANTIAL COMPLETION

.1 In addition to the Contractor's obligations under **Section 3.5**, if, within **one (1) year** after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under **Paragraph 9.9.1**, or by terms of an applicable special warranty required by the Contract Documents, any

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of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so. The Owner shall give such notice promptly after discovery of the condition. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may, without prejudice to any other remedies, correct it in accordance with **Section 2.4** or file a claim with the surety of any applicable warranty bond.

.2 The **one (1)-year** period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

12.2.3

The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

12.2.4

The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

12.2.5

Nothing contained in this **Section 12.2** shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the **one (1)-year** period for correction of Work as described in **Paragraph 12.2.2** relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

12.3 ACCEPTANCE OF NONCONFORMING WORK

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13
MISCELLANEOUS PROVISIONS

DocuSign Envelope ID: 5AE22EEF-40DF-4240-BD04-ED5A50BB927D

13.1 GOVERNING LAW

The Contract shall be governed by the law of Williamson County, Texas.

13.2 SUCCESSORS AND ASSIGNS

The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Except as provided in the Contract Documents or by law, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

13.3 WRITTEN NOTICE

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

13.4 RIGHTS AND REMEDIES

13.4.1

Except as expressly provided in the Contract Documents, duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

13.4.2

No action or failure to act by the Owner, Architect or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.

13.5 TESTS AND INSPECTIONS

13.5.1

Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority. The Contractor shall give the Owner and Architect timely notice of when and where tests and inspections are to be made so that the Owner and Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals where building

DocuSign Envelope ID: 5AE22EEF-40DF-4240-BD04-ED5A50BB927D

codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Contractor.

13.5.2
If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under **Paragraph 13.5.1**, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Owner and Architect of when and where tests and inspections are to be made so that the Owner and Architect may be present for such procedures.

13.5.3
If such procedures for testing, inspection or approval under **Paragraphs 13.5.1 and 13.5.2** reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure including those of repeated procedures and compensation for the Architect's services and expenses shall be at the Contractor's expense. The Contractor also agrees the cost of testing services related to remedial operations performed to correct deficiencies in the Work, shall be borne by the Contractor.

13.5.4
Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Owner and Architect.

13.5.5
If the Architect is to observe tests, inspections or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

13.5.6
Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

13.6 INTEREST

The rate of interest that accrues on an overdue payment is the rate in effect on September 1 of the fiscal year in which the payment becomes overdue. The rate in effect on September 1 is equal to the sum of:

13.6.1
one percent (1%); and

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13.6.2

the prime rate as published in the Wall Street Journal on the **first (1st) day of July** of the preceding fiscal year that does not fall on a Saturday or Sunday pursuant to **Texas Government Code, §2251.025**.

13.7 TIME LIMITS ON CLAIMS

The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the time limits provided by law. Nothing herein shall be construed as shortening the period of time Owner has for commencing claims to less than what is required by law.

13.8 APPLICATION TO SUBCONTRACTS

Any specific requirement in the Contract that the responsibilities or obligations of Contractor also apply to a Subcontractor is added for emphasis and are also hereby deemed to include a Subcontractor of any tier. The omission of a reference to a Subcontractor in connection with any of Contractor's responsibilities or obligations shall not be construed to diminish, abrogate or limit any responsibilities or obligations of a Subcontractor of any tier under the Contract Documents or the applicable subcontract.

13.9 GENERAL PROVISIONS

13.9.1

All personal pronouns used in the Contract, whether used in the masculine, feminine, or neuter gender, shall include all other genders; and the singular shall included the plural and vice versa. Titles of articles, sections, and paragraphs are for convenience only and neither limit nor amplify the provisions of the Contract. The use herein of the word "including," when following any general statement, term, or matter, shall not be construed to limit such statement, term, or matter to the specific items or matters set forth immediately following such word or to similar items or matters, whether or not non-limiting language (such words as "without limitation," or "but not limited to," or words of similar import) is used with reference thereto, but rather shall be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such general statement, term, or matter.

13.9.2

Wherever possible, each provision of this Contract shall be interpreted in a manner as to be effective and valid under applicable law. If, however, any provision of this Contract, or portion thereof, is prohibited by law or found invalid under any law, only such provision or portion thereof shall be ineffective, without in any manner invalidating or affecting the remaining provisions of this Contract or valid portions of such provision, which are hereby deemed servable.

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13.10 NO ORAL WAIVER

The Provisions of the Contract Documents shall not be changed, amended, waived, or otherwise modified in any respect except by a writing signed by Owner. No person is authorized on behalf of Owner to orally change, amend, waive, or otherwise modify the terms of the Contract Documents or any of the Contractor's duties or obligations under or arising out of the Contract Documents. Any change, waiver, approval, or consent granted to the Contractor shall be limited to the specific matters stated in the writing signed by Owner, and shall not relieve Contractor of any other of the duties and obligations under the Contract Documents. No "constructive" changes shall be allowed.

13.11 TEXAS PUBLIC INFORMATION ACT

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

13.12 EQUAL OPPORTUNITY IN EMPLOYMENT

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

ARTICLE 14
TERMINATION OR SUSPENSION OF THE CONTRACT

14.1 TERMINATION BY THE CONTRACTOR

14.1.1

The Contractor may terminate the Contract if the Work is stopped for a period of **ninety (90) consecutive days** through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing

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portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:

.1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;

.2 An act of government, such as a declaration of national emergency that requires all Work to be stopped; or

.3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in **Paragraph 9.4.1**, or because the Owner has not made payment on an undisputed Certificate for Payment within the time stated in the Contract Documents.

14.1.2

The Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in **Section 14.3** constitute in the aggregate more than **one hundred percent (100%)** of the total number of days scheduled for completion, or **one hundred twenty (120) days** in any **three hundred sixty-five (365)-day** period, whichever is less.

14.1.3

If one of the reasons described in **Paragraph 14.1.1 or 14.1.2** exists, the Contractor may, upon **thirty (30) business days** written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

14.2 TERMINATION BY THE OWNER FOR CAUSE

14.2.1

The Owner may terminate the Contract if the Contractor

.1 fails to commence the Work in accordance with the provisions of the Contract,

.2 fails to prosecute the Work to completion thereof in a diligent, efficient, timely, workmanlike, skillful and careful manner and in strict accordance with the provisions of the Contract,

.3 fails to use an adequate amount or quality of personnel or equipment to complete the Work without undue delay,

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.4 fails to perform any of its obligations under the Contract,

.5 fails to make prompt payments when due to its Subcontractors and Suppliers, or as required by **Texas Government Code, Chapter 2251**,

.6 files any petition or other pleading seeking any relief under any provisions of the Federal Bankruptcy Act, as amended, or any other federal or state statute or law providing for reorganization of debts or other relief from creditors, permits a receiver or other person to be appointed on account of its insolvency or financial condition, or becomes insolvent,

.7 creates any situation or state of facts which would authorize or permit an involuntary petition in bankruptcy to be filed against Contractor, or

.8 has not met or in Owner's opinion will not meet the dates of Substantial Completion set forth in the Contract Documents.

14.2.2
When any of the above reasons exist, the Owner, in its sole and absolute discretion, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, **thirty (30) calendar days** written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

.1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;

.2 Accept assignment of subcontracts pursuant to **Section 5.4**; and

.3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

14.2.3
When the Owner terminates the Contract for one of the reasons stated in **Paragraph 14.2.1**, the Contractor shall not be entitled to receive further payment until the Work is finished. In the event that a final decision under **Article 15**, below, is rendered that sufficient cause did not exist for termination under this **Section 14.2**, then the termination shall be considered a termination for convenience, under **Section 14.4**, below.

14.2.4
If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages and costs incurred by the Owner in finishing the Work and not expressly waived,

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such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner.

14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

14.3.1
The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

14.3.2
The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in **Paragraph 14.3.1**. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

.1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or

.2 that an equitable adjustment is made or denied under another provision of the Contract.

14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

14.4.1
The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

14.4.2
Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall

.1 cease operations as directed by the Owner in the notice;

.2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and

.3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

14.4.3
Upon such termination, the Contractor shall recover the amounts provided in **Paragraph 12.1.3** of the Contract.

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ARTICLE 15
CLAIMS AND DISPUTES

15.1 CLAIMS

15.1.1 DEFINITION

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

15.1.2 NOTICE OF CLAIMS

Claims for events arising during the performance of the Work by Contractor must be initiated by written notice to the other party with a copy sent to the Owner; provided, however, that the claimant shall use its best efforts to furnish the other party, as expeditiously as possible, with notice of any Claim including, without limitation, those in connection with concealed or unknown conditions, once such claim is recognized, and shall take steps to mitigate the alleged or potential damages, delay, or other adverse consequences arising out of the condition that is the cause of such a Claim. Claims by Contractor must be initiated within **ten (10) business days** after occurrence of the event giving rise to such Claim or within **ten (10) business days** after the claimant first recognizes the condition giving rise to the Claim, whichever is later. Claims may also be reserved in writing within the time limits set forth in this **Paragraph 15.1.2**. Any notice of Claim or reservation of Claim must clearly identify the alleged cause and the nature of the Claim and include data and information available to the claimant that will facilitate prompt verification and evaluation of the Claim.

15.1.3 CONTINUING CONTRACT PERFORMANCE

Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in **Section 9.7** and **Article 14**, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents. The Architect will prepare Change Orders and issue Certificates for Payment in accordance with the Contract Documents.

15.1.4 CLAIMS FOR ADDITIONAL COST

If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under **Section 10.4**.

15.1.5 CLAIMS FOR ADDITIONAL TIME

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.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction.

15.2 MEDIATION

15.2.1
Claims, disputes, or other matters in controversy arising out of or related to the Contract except those waived shall be subject to mediation as a condition precedent to seeking redress in a court of competent jurisdiction.

15.2.2
The parties shall endeavor to resolve their Claims by mediation, which shall consist of a single mediator who is knowledgeable about the subject matter of the Contract. A request for mediation shall be made in writing, delivered to the other party to the Contract.

15.2.3
The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Williamson County, Texas. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

15.2.4
All disputes not resolved through mediation shall be decided in litigation in Williamson County, Texas.

15.2.5 NO WAIVER OF IMMUNITY
Nothing in the Contract Documents shall be deemed to waive, modify or amend any legal defense available at law or in equity to Owner, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Owner does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2023-1104027

Date Filed:
12/13/2023

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Falkenberg Construction Co., Inc.
Grand Prairie , TX United States

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

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
581-19
Taylor Annex - Constable 4 Break Room Renovation

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
CASTRO, JOHN	GRAND PRAIRIE, TX United States	X	
GOMEZ, MOSES	GRAND PRAIRIE, TX United States	X	
~~ARNOLD, CHRISTOPHER~~	~~GRAND PRAIRIE, TX United States~~	~~X~~	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

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

My address is [redacted] (street), Grand Prairie (city), TX (state), 75050 (zip code), U.S (country).

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

Executed in Tarrant County, State of TX, on the 13 day of 12 (month), 2023 (year).

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2023-1106799

Date Filed:
12/22/2023

Date Acknowledged:
12/27/2023

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

MA Smith Contracting Co., Inc
Austin, TX United States

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

Williamson County, Texas Purchasing Dept

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

24IFB19
CR 138 RIGHT5 TURN LANE AT SH130 project

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

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

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

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

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

Executed in _____County, State of _____, on the _____day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session **31.**

Meeting Date: 01/09/2024

Approval of Service Contract for Interior Painting with CertaPro Painters of Austin for Road and Bridge Department

Submitted For: Joy Simonton **Submitted By:** Gretchen Glenn, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving service contract #2024100 with CertaPro Painters of Austin for interior painting of the Road and Bridge Department offices, in the amount of $37,222.50 pursuant to TIPS Contract #23010401 and authorizing the execution of this agreement.

Background

This agreement as detailed in the attached proposal is for the Interior Painting of Central Maintenance Facilities and Road & Bridge Personnel Building, located at 3151 SE Inner Loop, Georgetown, TX. The funding source is 01.0200.0210.004509. The department point of contact is Christy Matoska.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Services Contract

Form 1295 - CertaPro Painters of Austin

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	01/03/2024 01:52 PM
County Judge Exec Asst.	Becky Pruitt	01/03/2024 02:38 PM
Form Started By: Gretchen Glenn		Started On: 01/02/2024 11:54 AM
Final Approval Date: 01/03/2024		

WILLIAMSON COUNTY
SERVICES CONTRACT

(John Bunnell Painting, LLC dba CertaPro Painters of Austin)

Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that any quotes, estimates, 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 **John Bunnell Painting, LLC dba CertaPro Painters of Austin** (hereinafter "Service Provider"), both of which are referred to herein as the parties. The County agrees to engage Service Provider as an independent contractor, to provide certain services pursuant to the following terms, conditions, and restrictions:

I.

Services: Service Provider shall provide services *as an independent contractor* pursuant to the 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 painting the interior of the Central Maintenance Facilities and the Road & Bridge Personnel building ("Services") as described in the attached Proposal being marked as **Exhibit "A,"** which is incorporated herein.

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

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

II.

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

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the last party's execution below and shall continue until the Project Completion Date or when terminated pursuant to this Contract, whichever event occurs first. The Project Completion Date is defined as the date by which all Services outlined in Exhibit "A" shall be fully performed to the satisfaction of the County. The parties acknowledge and agree that the Project Completion Date is initially set to be on April 8, 2024, however this date may be amended at the sole discretion of the County. Upon successful completion of the Services as described in Exhibit "A," this contract shall automatically terminate without further obligation from either party, except as otherwise expressly provided herein.

III.

Consideration and Compensation: The amount of compensation paid to Service Provider for the Services shall be capped and paid in the amount set out in **Exhibit "A"** upon final completion of the services as determined by County. 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 the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

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

IV.

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

	Type of Coverage	**Limits of Liability**
a.	Worker's Compensation	Statutory
b.	Employer's Liability	
	Bodily Injury by Accident	$500,000 Ea. Accident
	Bodily Injury by Disease	$500,000 Ea. Employee
	Bodily Injury by Disease	$500,000 Policy Limit

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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

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

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

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

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

V.

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

VI.

INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, THE SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES,

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

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

VII.

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

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

VIII.

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

IX.

Termination: This Contract may be terminated at any time at the option of either party,

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without future or prospective liability for performance, upon giving thirty (30) days written notice thereof.

X.

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

XI.

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

XII.

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

XIII.

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

XIV.

No Assignment: Service Provider may not assign this Contract.

XV.

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

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XVI.

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

XVII.

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

XVIII.

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

XIX.

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

XX.

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

XXI.

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

A. As described in the attached Proposal, and being marked **Exhibit "A;"**

X.DE

B. The cooperative purchasing contract or agreement applicable to this Contract (TIPS #23010401), and
C. Insurance certificates evidencing coverages required herein above.

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

XXII.

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

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

WILLIAMSON COUNTY:

_____
Authorized Signature

Judge Bill Gravell, Jr.
County Judge

Date: _____, 20____

SERVICE PROVIDER:

John Bunnell Painting, LLC dba CertaPro Painters of Austin
Name of Service Provider

Authorized Signature

David Evans
Printed Name

Date: 12-00, 2023

CertaPro Painters®
BUSINESS & COMMERCIAL SERVICES

CertaPro Painters of Austin
12444 Research Blvd
Austin, TX 78759
(512) 323-9502
http://Austin.certapro.com

COMMERCIAL INTERIOR
Job #: JOB-1385-7874
Date 12/13/2023

JOB SITE

Williamson County Facilities- 3101 SE Inner Lp. CR7296
3101 SE Inner Loop
Georgetown, Texas 78626
(512) 645-4753

TIPS# 23010401

PREPARED BY

David Evans
Commercial Sales Associate
512-423-2215
davidevans@certapro.com

CLIENT

Williamson County- Facilities Management
3101 SE Inner Loop
Georgetown, TX 78626
1 (512) 943-1599

CLIENT CONTACTS

TIPS # 23010401

Daryl Mutz
M: (512) 645-4753
E: Daryl.Mutz@Wilco.Org
3101 SE Inner Loop
Georgetown, TX 78626

PRICING:

Central Maintenance Facilities	$29,106.00
Road & Bridge Personnel	$8,116.50
Subtotal:	**$37,222.50**
Total:	**$37,222.50**
Balance	**$37,222.50**

GENERAL SCOPE OF WORK

CertaPro will refresh the designated areas by doing the following:

- Scuff sand all surfaces in order to create a profile on the substrate to ensure proper adhesion.
- Clean all surfaces & repair any minor damages to the sheetrock.
- Apply two new coats of Promar Zero VOC interior latex paint to the walls & Pro-Industrial, W/B enamel paint to the green frames.

Designated areas:

Central Maintenance Facilities:

- All previously painted **Green** doors & frames throughout highlighted **Green** areas on site plan provided.
- All previously painted walls throughout highlighted **Pink** areas on site plan provided.
- (1) roof ladder at end of Corridor C7 ***(Refer to picture for reference)***

Road & Bridge Personnel:

- Training Room & adjacent office.
- (1) 25' Stairwell & (1) 12'x15' Locker Room, ***Adjacent RR to be excluded.***
- (1) 20'x10' Break room, 75' Hallway & (6) Offices, approx. 12'x12' ea.

INCLUDES AND EXCLUDES

EXCLUDES:

- **Any Surface, Scope or Area not detailed in the Proposal.**

SURFACE PREPARATION

- Clean the surfaces prior to application of paint
- Fill minor cracks and holes in the surfaces

Nails in the walls will be left in place unless you direct the crew to remove them. All other minor cracks and holes will be filled.
All surface preparation and painting will be performed using industry best practices.

SET-UP

CUSTOMER TO:
Notify the Tenants of the Work Schedule and Allow CertaPro Access to the Required Areas.

CERTAPRO WILL COVER & PROTECT
All Areas and Surfaces that are not to be painted. , Any specific items detailed in the proposal above.

CERTAPRO WILL
Prepare the Surfaces as needed prior to Painting.

Any Keys, Key Cards, or other instructions needed for access to the space will be provided prior to CertaPro starting the project.
Colors to be Approved/Confirmed Prior to CertaPro starting the project.

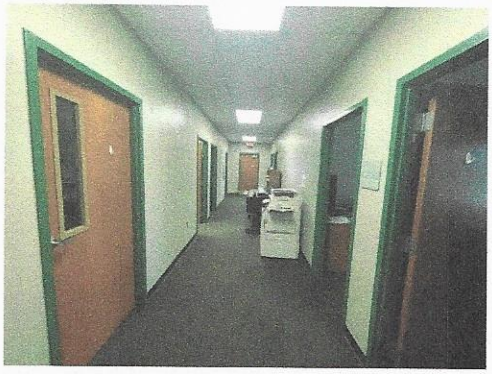
CLEAN UP

Daily: Ladders are taken down and stored in a designated area along with all other tools and supplies. All debris will be swept and removed from the property or deposited in the appropriate trash receptacle according to the customer's preference.
Upon Completion: All tools, supplies & equipment will be removed from the property.

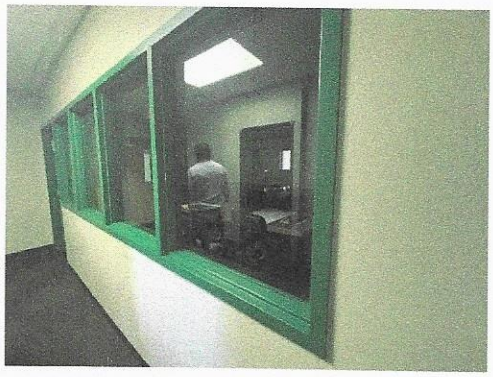
PROPOSAL AND COLOR SPECIFICATIONS

Surface/Item	Product	Paint / Primer Coats	Color
Central Maintenance Facilities			
Window Frames	Pro Industrial Waterbased Alkyd Urethane-Waterborne Alkyd-Semi-Gloss	2 / 0	Color to be approved.
• All previously painted green window frames throughout highlighted **Green** areas on site plan provided.			
Green Doors & Frames	Pro Industrial Waterbased Alkyd Urethane-Waterborne Alkyd-Semi-Gloss	2 / 0	Color to be approved.
• All previously painted green doors & frames throughout highlighted **Green** areas on site plan provided.			
Walls	ProMar 200 Zero VOC-Latex-Eg-Shel	2 / 0	Color to be approved.
• All previously painted walls throughout highlighted **Pink** areas on site plan provided.			
Cove Base replacement	4" Cove Base--	1 / 0	
• Replacement of all 4" cove base throughout highlighted **Pink** areas on site plan provided. Approx. 1600'			
Roof ladder	Pro Industrial Waterbased Alkyd Urethane-Waterborne Alkyd-Semi-Gloss	2 / 0	Color to be approved.
• (1) roof ladder at end of Corridor C7 ***(Refer to picture for reference)***			
Road & Bridge Personnel			
Walls	ProMar 200 Zero VOC-Latex-Eg-Shel	2 / 0	Color to be Approved
All previously painted walls including: • Training Room & adjacent office. • (1) 25' Stairwell • (1) 12'x15' Locker Room, Adjacent RR to be excluded. • (1) 20'x10' Break room • 75' Hallway • (6) Offices, approx. 12'x12' ea.			

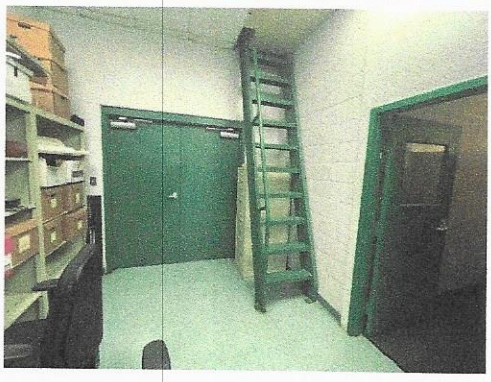
ADDENDUM - ALL PICTURES



Example of designated door frames to be prepped and painted.



Example of window frames to be prepped and painted.



Example of Green door & roof ladder to be prepped and painted.

Example of door frames to be prepped and painted.

NOTES

Thank you for allowing CertaPro Painters of Austin the opportunity to provide you with a quote for your project. Our goal from start to finish is to provide you with an "Extraordinary Painting Experience."

PLEASE CAREFULLY REVIEW ALL OF THE ITEMS, AREAS AND COMPONENTS THAT ARE INCLUDED AS WELL AS THOSE THAT ARE EXCLUDED TO ENSURE THAT THERE IS NO MISUNDERSTANDINGS AS TO THE SCOPE OF THE PROJECT. The number of coats of paint are noted on the proposal and additional coats, if necessary, would be an additional charge.

This offer is valid for 60 days.

ADDITIONAL NOTES

PAYMENT TERMS: Full payment for services and materials rendered pursuant to this proposal is DUE Within 30 Days of Completion.

SIGNATURES

CertaPro Painters Authorized Signature Date

Authorized Client Signature Date

Authorized Client Representative Name & Title

Client

PROPERTY PHOTO AND VIDEO RELEASE

☐ By checking this box, I consent to CertaPro Painters®, its employees, franchisees, representatives, agents, and affiliates (collectively "CertaPro"), taking photographs and video of the property identified in this Proposal (the "Content"). I irrevocably authorize CertaPro to use, copyright, and publish the Content in any media format and agree to release CertaPro from any liability associated with its use of the Content. I represent and warrant that I have the legal capacity to agree to such release, either on my own behalf or on behalf of the property's owner. I acknowledge CertaPro is not responsible for any unauthorized third-party uses of the Content and waive any rights that I, or the property's owner, may have in connection with the Content.

Customer Initials Date

PAYMENT DETAILS

Payment is due: In full upon job completion

COMMERCIAL DEFINITIONS AND CONDITIONS OF THIS CONTRACT

RELATIONSHIP — The individual giving you this proposal is an independent contractor licensed by CertaPro Painters® to use its systems and trademarks to operate a painting franchise. The work will be completed by the independent franchised contractor. Please make any check payable to the franchise shown on the front of this proposal.

COLORS — Colors may be chosen by the client prior to commencement of work. If, after the job starts, a color change is required, the independent Contractor will have to charge for time and material expenses incurred on the original color.

UNFORESEEN CONDITIONS — Should conditions arise which could not be determined by visual inspection prior to starting work, the client must pay an agreed upon extra for the completion of such work.

PROPOSAL — This proposal is valid for 60 days after it was written. In addition, the Independent Franchised Contractor should be informed of your desire to have the work done and receive a signed copy of the proposal before work is to be started.

ATTENTION CLIENT:

YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE BELOW NOTICE OF CANCELLATION FOR AN EXPLANATION OF THIS RIGHT. (SATURDAY IS A LEGAL BUSINESS DAY IN CONNECTICUT.) THIS SALE IS SUBJECT TO THE PROVISIONS OF THE HOME SOLICITATION SALES ACT AND THE HOME IMPROVEMENT ACT. THIS INSTRUMENT IS NOT NEGOTIABLE.

NOTICE OF CANCELLATION

YOU MAY CANCEL THIS TRANSACTION, WITHOUT ANY PENALTY OR OBLIGATION, WITHIN THREE BUSINESS DAYS FROM THE ABOVE DATE. IF YOU CANCEL, ANY PROPERTY TRADED IN, ANY PAYMENTS MADE BY YOU UNDER THE CONTRACT OR SALE, AND ANY NEGOTIABLE INSTRUMENT EXECUTED BY YOU WILL BE RETURNED WITHIN TEN BUSINESS DAYS FOLLOWING RECEIPT BY THE SELLER OF YOUR CANCELLATION NOTICE, AND ANY SECURITY INTEREST ARISING OUT OF THE TRANSACTION WILL BE CANCELLED. IF YOU CANCEL, YOU MUST MAKE AVAILABLE TO THE SELLER AT YOUR RESIDENCE IN SUBSTANTIALLY AS GOOD CONDITION AS WHEN RECEIVED, ANY GOODS DELIVERED TO YOU UNDER THIS CONTRACT OR SALE; OR YOU MAY, IF YOU WISH, COMPLY WITH THE INSTRUCTIONS OF THE SELLER REGARDING THE RETURN SHIPMENT OF THE GOODS AT THE SELLER'S EXPENSE AND RISK. IF YOU DO MAKE THE GOODS AVAILABLE TO THE SELLER AND THE SELLER DOES NOT PICK THEM UP WITHIN TWENTY DAYS OF THE DATE OF CANCELLATION, YOU MAY RETAIN OR DISPOSE OF THE GOODS WITHOUT ANY FURTHER OBLIGATION. IF YOU FAIL TO MAKE THE GOODS AVAILABLE TO THE SELLER, OR IF YOU AGREED TO RETURN THE GOODS AND FAIL TO DO SO, THEN YOU REMAIN LIABLE FOR PERFORMANCE OF ALL OBLIGATIONS UNDER THE CONTRACT. TO CANCEL THIS TRANSACTION, MAIL OR DELIVER A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE OR ANY OTHER WRITTEN NOTICE, OR SEND A TELEGRAM TO:

Name of Seller **CertaPro Painters of Austin**

DATE OF TRANSACTION _____

NOT LATER THAN MIDNIGHT OF _____

I HEREBY CANCEL THIS TRANSACTION

(Buyer's Signature) (Date)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2023-1106463

Date Filed:
12/21/2023

Date Acknowledged:

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

CertaPro Painters of Austin
Austin, TX United States

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

Williamson County- Central Maintenance Facilities

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

CMFFY24
Painting of Central Maintenance facilities

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Williamson County- Central Maintenance Facility	Georgetown, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is David Evans, and my date of birth is _____

My address is _____ (street), Austin (city), TX (state), 78759 (zip code), USA (country).

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

Executed in Travis County, State of Texas, on the 2nd day of Jan (month), 20 24 (year).

MARCI EVERETT
Notary Public, State of Texas
Comm. Expires 02-19-2024
Notary ID 130545588

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2023-1106463

Date Filed:
12/21/2023

Date Acknowledged:
01/02/2024

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

CertaPro Painters of Austin
Austin, TX United States

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

Williamson County- Central Maintenance Facilities

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

CMFFY24
Painting of Central Maintenance facilities

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Williamson County- Central Maintenance Facility	Georgetown, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

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

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

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

Executed in _____County, State of _____, on the _____day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session **32.**

Meeting Date: 01/09/2024

2023 MS4 Annual Report

Submitted For: Terron Evertson **Submitted By:** Vicky Edwards, Infrastructure

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approval of the MS4 Stormwater Annual Report.

Background

2023 MS4 Annual Report.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

2023 MS4 Annual Report.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	12/20/2023 10:25 AM
Form Started By: Vicky Edwards		Started On: 12/18/2023 03:26 PM
Final Approval Date: 12/20/2023		

Phase II (Small) MS4 Annual Report Form

TPDES General Permit Number TXR040000

A. General Information

Authorization Number: TXR040112

Reporting Year (year will be either 1, 2, 3, 4, or 5): 5

Annual Reporting Year Option Selected by MS4:

Calendar Year:

Permit Year:

Fiscal Year: Fiscal Last day of fiscal year: September 30, 2023

Reporting period beginning date: (month/date/year): October 1, 2022

Reporting period end date: (month/date/year): September 30, 2023

MS4 Operator Level: Two Name of MS4: Williamson County

Contact Name: Roger Hickman Telephone Number: 512-943-3345

Mailing Address: 3151 SE Inner Loop, Austin, TX 78731

E-mail Address: roger.hickman@wilco.org

A copy of the annual report was submitted to the TCEQ Region: YES

Region the annual report was submitted to: TCEQ Region 11

B. Status of Compliance with the MS4 GP and SWMP

1. Provide information on the status of complying with permit conditions: (TXR040000 Part IV.B.2)

	Yes	No	Explain
Permittee is currently in compliance with the SWMP as submitted to and approved by the TCEQ.	X		
Permittee is currently in compliance with recordkeeping and reporting requirements.	X		
Permittee meets the eligibility requirements of the permit (e.g., TMDL requirements, Edwards Aquifer limitations, compliance history, etc.).	X		
Permittee conducted an annual review of its SWMP in conjunction with preparation of the annual report	X		

2. Provide a general assessment of the appropriateness of the selected BMPs. You may use the table below to meet this requirement (**see Example 1 in instructions**):

MCM(s)	BMP	BMP is appropriate for reducing the discharge of pollutants in stormwater (Answer Yes or No, and explain.)
1.0: Public Education, Outreach and Involvement	1.1: Community Education	**No.** Due to the staffing shortages, Williamson County was unable to provide a presentation to Georgetown High School.

MCM(s)	BMP	BMP is appropriate for reducing the discharge of pollutants in stormwater (Answer Yes or No, and explain.)
	1.2: Garden & Lawn	**Yes** Texas Master Garden Workshops are presented once a month.
	1.3: Recycling & Household Waste	**Yes.** There was one Recycling and Household Hazardous Waste event on April 15, 2020. The second one was held on September 29, 2023.
	1.4: Pet Waste Program	**Yes.** Two pet waste stations have been installed at the Williamson County Regional Park.
	1.5: Public Notice	**Yes.** We completed the review for our MS4 Stormwater Management Plan update for FY 2020-2025 on February 12, 2020. We published the NOI on January 12, 2023.
	1.6 Website	**No.** The 2020-2024 SWMP and 2022 MS4 Annual Report is available on the Williamson County Website.

MCM(s)	BMP	BMP is appropriate for reducing the discharge of pollutants in stormwater (Answer Yes or No, and explain.)
2.0: Illicit Discharge Detection and Elimination	2.1: MS4 Mapping	**Yes**. • A map has been developed of the MS4 system including the location of the following: MS4 receiving streams, Storm Water Outfalls, and Permit Coverage Area. • New outfalls and drainage structures have been identified during the review of development and construction plans and have been added to the MS4 system map (on-going program). • A method has been developed and implemented for updating the MS4 map with new drainage structures and outfalls (on-going program). • Procedures have been developed and implemented for identifying new outfalls found in the field while conducting the MS4 outfall screening programs. • Training has been conducted for MS4 screening personnel and plan review personnel on proper procedures for updating the MS4 map and outfall inventory (on-going program).
	2.2: Staff Training	Yes. • This year there was no staff need for updated their Qualified Preparer of Stormwater Pollution Prevention Plans certifications. • David Dean, Shea Webb, Gary Thoene and Gregory Woodward have completed their Qualified Compliance Inspector of Stormwater certificate. • Austin Nelson and Roger Hickman have also attended the TCEQ MS4 Regional Stormwater Workshop in January 2022.

MCM(s)	BMP	BMP is appropriate for reducing the discharge of pollutants in stormwater (Answer Yes or No, and explain.)
	2.3: Public Complaints	**Yes**. • A list of locally occurring non-storm water discharges that were observed by the public is maintained. • A hotline phone number for reporting of potential illicit discharges by the public has been established. The Williamson County Illicit Discharge Hotline (512-943-3330) is posted on the County's website. • Appropriate public education activities designed to inform the public of the hotline and types of potential discharges to report has been conducted (on-going program). • Internal procedures for receiving hotline phone calls has been developed. • Internal reporting forms to track reported discharges, investigation of public reports, and corrective actions associated with the elimination of illicit discharges reported by the public has been developed. • Investigations initiated by the public have been conducted if the reports are valid. All public reports received during the reporting year were investigated and documented.
	2.4: Field Screening Inlets	**Yes.** • Personnel have been trained in field techniques necessary for the identification of illicit discharges • A system has been put in place through the County's MS4 GIS Database to track locations of illicit discharges upon identification. • A schedule has been developed that allows for the screening of the entire MS4 system within the permit term. • Outfall screening efforts have been conducted according to the developed schedule. • Internal tracking and record keeping procedures have been developed and implemented for outfall screening results. • Records of outfall screening and investigations for each outfall and any elimination activities are maintained.

MCM(s)	BMP	BMP is appropriate for reducing the discharge of pollutants in stormwater (Answer Yes or No, and explain.)
	2.5: Sewage Facility Discharges	**Yes**. • A list of locally occurring non-storm water discharges that were observed by the public is maintained. • A hotline phone number for reporting of potential illicit discharges by the public has been established. The Williamson County Illicit Discharge Hotline (512-943-3330) is posted on the County's website. • Appropriate public education activities designed to inform the public of the hotline and types of potential discharges to report has been conducted (on-going program). • Internal procedures for receiving hotline phone calls has been developed. • Internal reporting forms to track reported discharges, investigation of public reports, and corrective actions associated with the elimination of illicit discharges reported by the public has been developed. • Investigations initiated by the public have been conducted if the reports are valid. All public reports received during the reporting year were investigated and documented.
	2.6 High Priority Discharge Points	Yes • Staff has begun to enter all illegal dumping complaint points into the MS4 GIS database. • In 2023, the M44 staff will review the data and determine of there are locations were dumping and illegal sediment discharge is regularly occurring.
	2.7 Spill Prevention	Yes • The Williamson County construction inspection team and other appropriate personnel are trained on hazardous materials and spill prevention and response. Every year, spill response training is provided to employees on the following topics: spill prevention methods, spill containment, emergency procedures, spill reporting, and hazardous substance inventory.

MCM(s)	BMP	BMP is appropriate for reducing the discharge of pollutants in stormwater (Answer Yes or No, and explain.)
3.0: Construction Site Runoff	3.1: Staff Training	**Yes.** • All Williamson County inspectors have been certified Qualified Inspectors of Stormwater. • All MS4 inspectors attended a spill response plan training on March 19, 2019.
	3.2: Construction Plan Review	**Yes** • Construction plans are reviewed and accepted by the Land Development Department. During the review process, the location of the construction site is verified to determine if it is within Wilco MS4 jurisdiction. The review of the erosion control plan is part of the land development review. This review is performed by a Qualified Preparer of Stormwater Compliance.
	3.3: Construction Inspection	**Yes.** • Qualifying construction sites are inspected using appropriate procedures and forms to ensure compliance with storm water regulations (on-going program). • Williamson County inspection personnel have been trained on construction storm water regulations and inspection procedures (on-going program).

MCM(s)	BMP	BMP is appropriate for reducing the discharge of pollutants in stormwater (Answer Yes or No, and explain.)
		• Voluntary on-site meetings are conducted as needed with owners and operators of local construction sites that are not in compliance with TCEQ construction storm water regulations. Letters of non-compliance are issued to owners and operators of local construction sites that do not voluntarily comply with TCEQ construction storm water regulations (on-going program).
4.0: Post-Construction Site Runoff	4.1: First Year After NOT	Yes • Within one year of the final NOT, Staff must visit the site twice. The first visit must be 6 months after the NOT has been submitted and the second must be after 1 year. Staff must review the site or subdivision plan for location of vegetated areas, channels, detention ponds, and discharge points.
	4.2: Long Term	Yes • After the initial first year, staff will catalogue the discharge points that discharge directly to the waters of Texas. These points will be added to the County's GIS database and inspected as part of the illicit discharge prevention program.
5.0: Pollution Prevention and Good Housekeeping for Municipal Operations	5.1: Williamson County Parks	Yes • Two pet waste stations were installed in Williamson County Regional Park.
	5.2: Landfill	Yes • The landfill was inspected in March 2023 and November 2022. During the inspection, we noted blown trash was being picked up on site and throughout the local area.

MCM(s)	BMP	BMP is appropriate for reducing the discharge of pollutants in stormwater (Answer Yes or No, and explain.)
	5.3: Equipment Storage and Maintenance	Yes • The Williamson County equipment storage facility is responsible for housing all heavy construction equipment such as motorgrades, backhoes, gradalls, rollers and streetsweepers. The equipment storage facility is located at 3151 SE
	5.4: Fuel and Chemical Storage	Yes. Williamson County Inspects five fuel and chemical storage facilities yearly to check for leaks or spills. Location A: Central Maintenance Facility - unleaded, diesel and propane - 3151 SE Inner Loop, Georgetown, TX 78626 Location B: Florence Yard - unleaded, diesel and propane -1100 FM 970 Florence, Tx 76527 Location C: Granger Barn - unleaded, diesel and propane - 16350 FM 971 Granger, Tx 76530 Location D: Taylor Barn - unleaded, diesel and propane -104 Mississippi St Taylor, Tx 76574 Location E: Round Rock Annex – propane Only - 1801 East Old Settlers Blvd Round Rock, Tx 78664 Location F: Cedar Park Annex – propane Only - 350 Discovery Blvd Cedar Park, Tx 78613

MCM(s)	BMP	BMP is appropriate for reducing the discharge of pollutants in stormwater (Answer Yes or No, and explain.)
	5.5: County Buildings	Yes • Williamson County owns 62 properties/buildings, one of which is located within the MS4 jurisdiction at 175 CR 138 Hutto, Texas. This building is the Task Force Building and is used as office space for the Sheriff's Department. Williamson County contracts out landscaping and lawncare needs per yearly contract which is available upon request.
	5.6: Vehicle Storage & Maintenance	Yes • The Williamson County vehicle storage and maintenance yard is used to house county vehicles, trailers, tools and impounded cars. All county vehicles and heavy equipment are inspected and reported once a year to maintain engine performance and reduce unwanted leaks.
	5.7: Employee Communication	Yes • The Williamson County stormwater team meets monthly to discuss the program processes including the illicit discharge management program. Included in this group are members of the road maintenance crews and development review personnel. Information is then disseminated to other departments and employees as needed.

MCM(s)	BMP	BMP is appropriate for reducing the discharge of pollutants in stormwater (Answer Yes or No, and explain.)
	5.8: County Road Projects	Yes • Williamson County contracts all major road, stormwater and building projects to third-party development contractors. All contractors and subcontractors must demonstrate training and competency with the TCEQ General Construction Permit's (TXR150000) requirements. The contractors must obtain approved SWPPPs from the TCEQ and hire independent environmental consulting services to inspect all best management practices for compliance with the approved SWPPPs.
	5.9: Routine Road Maintenance	Yes • Williamson County Road and Bridge Department performs maintenance activities such as leveling, re-paving, pothole repair, mowing, hydroseeding and culvert cleanout on portions of 1443 linear miles of roads. This work allows for regular maintenance of roads as well as maintenance of drainage systems.
6.0: Industrial Stormwater Sources		**No.** • Williamson County is a Level 2 small MS4 and as such is not required to implement this minimum control measure. Much of this information is included in MCM #5 (Pollution Prevention and Good Housekeeping for Municipal Operations) above.

3. Describe progress towards achieving the goal of reducing the discharge of pollutants to the MEP. If no progress was made or the BMP did not result in a reduction in pollutants, provide an explanation. Use the table below to meet this requirement (**see Example 2 in instructions**):

MCM	BMP	Information Used	Quantity	Units	Does the BMP Demonstrate a Direct Reduction in Pollutants? (Answer Yes or No, and explain.)
1.1	Community Educations	PowerPoint Presentation	0	Presentations	**No.** Though this BMP does not result in a direct reduction of pollutants, increasing public awareness will eventually reduce pollutants.
1.2	Garden and Lawn Educations	Monthly Presentations	12	Monthly meetings and presentations	**No.** Though this BMP does not result in a direct reduction of pollutants, educating citizens and providing information increases public awareness will eventually reduce pollutants.
1.3	Recycling and Household Waste	Events	2	Events	**Yes.** This BMP results in the collection and redirection of recyclables. Many of these items may end up in the ditches since the landfill does not take substances such as paint, old gasoline or other chemicals.

MCM	BMP	Information Used	Quantity	Units	Does the BMP Demonstrate a Direct Reduction in Pollutants? (Answer Yes or No, and explain.)
1.4	Pet Waste Program	Pet Waste Stations	2	Pet Waste Stations	**Yes.** Providing a method to reduce pet waste in the parks directly reduces the bacteria loads to the local watersheds.
1.5	Public Notice	Published Notice	1	Published Notice	**No.** Though this BMP does not result in a direct reduction of pollutants, educating citizens and providing information increases public awareness will eventually reduce pollutants.
1.6	County Stormwater Website	Stormwater Program Information	1816	Unique Website Visits	**No.** Though this BMP does not result in a direct reduction of pollutants, educating citizens and providing information increases public awareness will eventually reduce pollutants.
2.1	Maintain the MS4 map	Construction Plans	3	New Outfalls Identified	**No.** Though this BMP does not result in a direct reduction of pollutants, adding new outfalls to the MS4 map identifies additional locations to inspect.
2.2	Illicit Discharge Employee Training	Certified Stormwater Plan Preparer Training Course	4	4 employees received renewals	**No.** Though this BMP does not result in a direct reduction of pollutants, training of employees will allow identification and reporting illicit discharges. Action can then be taken to remove the pollutant and track the source.

MCM	BMP	Information Used	Quantity	Units	Does the BMP Demonstrate a Direct Reduction in Pollutants? (Answer Yes or No, and explain.)
2.3	Public Complaints	Calls or email submissions to staff	322	Total Environmental Calls	**No.** Though this BMP does not result in a direct reduction of pollutants, public complaints will allow identification and reporting illicit discharges. Action can then be taken to remove the pollutant and track the source.
2.4	MS4 Outfall Screening	Appearance	13	Each	**Yes.** When illicit discharges are observed, immediate action can be taken to remove the pollutant and track the source. Results of screenings have demonstrated pollutants to be minimal.
2.5-2.7	Illicit Discharge Hotline	Total Environmental Calls New Illegal Dumping Cases Previous Illegal Dumping Cases	322 277 205	Each Each Each	**Yes.** When illegal dumping is reported by the public or observed during field inspections, immediate corrective action can be taken to remove the pollutant.

MCM	BMP	Information Used	Quantity	Units	Does the BMP Demonstrate a Direct Reduction in Pollutants? (Answer Yes or No, and explain.)
		Corrective Action	309	Each	
3.2	Subdivision Construction Plan Review	Subdivision and Site Plan sets	116	Subdivision and Site Plan Reviews	**No.** Though this BMP does not result in a direct reduction of pollutants, subdivision plan reviews assures the inclusion of appropriate control measures and compliance with TCEQ regulations for storm water.
3.3	Subdivision Construction Site Inspection	Construction Sites	241	Construction Sites within the MS4 Area Inspected	**Yes.** When illicit discharges are observed during on-site inspections, immediate corrective action can be taken to remove the pollutant.
4.1	Post Construction Review	Post Closure Construction Sites under Warranty	0	Construction Sites within the MS4 Area Inspected	**Yes.** When illicit discharges are observed during on-site inspections, immediate corrective action can be taken to remove the pollutant.
5.1	Williamson County Parks	Pet Waste Stations	2	Installed Waste Stations	**Yes.** Providing a method to reduce pet waste in the parks directly reduces the bacteria loads to the local watersheds.

MCM	BMP	Information Used	Quantity	Units	Does the BMP Demonstrate a Direct Reduction in Pollutants? (Answer Yes or No, and explain.)
5.2	Williamson County Landfill -	Inspections	2	Inspections per Year	**No.** While the inspections do not directly reduce the trash or bacteria loads in the watersheds, they do assist in monitoring and enforcement.
5.3	Equipment Storage and Maintenance Facility Inspections	Inspections	12	Inspections per Year	**No.** While the inspections do not directly reduce the trash or bacteria loads in the watersheds, they do assist in monitoring and enforcement.
5.4	Fuel and Chemical Storage Facilities	Inspections	5	Inspections per Year	**No.** While the inspections do not directly reduce the trash or bacteria loads in the watersheds, they do assist in monitoring and enforcement.
5.5	County Buildings	Inspections	1	Inspections per Year	**No.** While the inspections do not directly reduce the trash or bacteria loads in the watersheds, they do assist in monitoring and enforcement.

MCM	BMP	Information Used	Quantity	Units	Does the BMP Demonstrate a Direct Reduction in Pollutants? (Answer Yes or No, and explain.)
5.6	Vehicle Maintenance	Vehicle Service Records	1,343	Vehicles serviced	**Yes.** Inspections of all vehicles includes identifying the presence and remediation of any fluid leaks, which prevents the discharge of fluids into the stormwater system.
5.8	County Road Projects	Inspections	48	Inspections per Year	**No.** While the inspections do not directly reduce the trash or bacteria loads in the watersheds, they do assist in monitoring and enforcement.
5.9	Routine Road and Right of Way Maintenance	Work Orders Performed	344	Culverts Cleaned, Ditches Cleaned	**Yes.** Maintaining the culverts and ditches will reduce the sediment loads to local creeks and rivers.

4. Provide the measurable goals for each of the MCMs, and an evaluation of the success of the implementation of the measurable goals (**see Example 3 in instructions):**

5. MCM(s)	Measurable Goal(s)	Explain progress toward goal or how goal was achieved. If goal was not accomplished, please explain
1.0: Public Education, Outreach and Involvement	1.1: Designed power point presentation	**Goal NOT Accomplished –** presentation was canceled due to staffing shortage. Will be rescheduled in Year 5.
	1.2: Monthly Meetings and Presentations	**Goal Accomplished** – 12 meetings were held in FY 20.
	1.3: Household Hazardous Waste Events.	**Goal Accomplished** – Two events held in Year 5.
	1.4: Pet Waste Stations	**Goal Accomplished** – Two stations installed in Year 5.
	1.5: Public Notice	**Goal Partially Accomplished** – The Williamson County SWMP was approved by the TCEQ in February. We are still waiting for a formal approval letter to publish the SWMP.

	1.6: County Stormwater Website.	**On-going program** - 1816 website visits.
2.0: Illicit Discharge Detection and Elimination	2.1: Maintain the MS4 map and Outfall Inventory	**On-going Program** – Zero new outfalls were added to the MS4 map during Year 5.
	2.2 Illicit Discharge Employee Training	**On-going Program** – five employees were recertified during Year 5.
	2.3 Public Complaints	**On-going Program** –322 public complaints were received during Year 5. All were investigated.
	2.4: MS4 Outfall Screening	**On-going Program** – 13 outfalls were screened during Year 5.
	2.5 On-site Sewage Facility Discharges	**On-going Program** – 26 Public nuisance complaints were investigated in Year 5.
	2.6 High Priority Discharge Points	**On-going Program** – The program is collecting data to analyze in Year 5.
	2.7 Spill Prevention and Response Plan	**Goal Accomplished -** A spill response plan was developed and staff was trained in Year 2.

MCM(s)	Measurable Goal(s)	Explain progress toward goal or how goal was achieved. If goal was not accomplished, please explain
3.0: Construction Site Runoff	3.1: Construction Inspection Procedures	**On-going Program** – Inspection forms and procedures were reviewed and revised to ensure compliance with TCEQ construction storm water regulations.
	3.2: Construction Plan Reviews	**On-going Program** – Construction plans for 62 subdivisions and 28 site plans were reviewed during Year 5
	3.3: Construction Site Inspection	**On-going Program** – Inspection of 250 construction sites were reviewed during Year 5. These include new subdivision construction and utility installations.
4.0 Post Construction Site Runoff	4.1 Post Warranty Construction Inspection	**Goal Accomplished -** Zero sites inspected since there are zero sites in the MS4 area.

MCM(s)	Measurable Goal(s)	Explain progress toward goal or how goal was achieved. If goal was not accomplished, please explain
5.0: Pollution Prevention and Good Housekeeping for Municipal Operations	5.1: Williamson County Parks	**Goal Accomplished** – Two pet waste stations installed in Williamson County Regional Park.
	5.2: Williamson County Landfill	**Goal Accomplished -** Two inspections conducted for compliance with MS4 requirements.
	5.3 Equipment Storage and Maintenance Facility Inspections	**On-going Program** – Equipment is checked for leaks and maintained as needed.
	5.4 Fuel and Chemical Storage Facilities	**On-going Program** – Chemical storage areas are checked for leaks and maintained as needed.
	5.5 County Buildings	**On-going Program** –The single county building in the MS4 area is inspected every year for landscaping issues and trash
	5.6 Vehicle Maintenance	**On-going Program** – Vehicles are checked for leaks and maintained as needed.
	5.7 Employee Communication	**Goal Accomplished** – Meetings have resumed in September 2021.

	5.8 County Road Projects	**On-going Program** – Monthly inspections of eleven new county road construction sites were performed during Year 5.
	5.9 Routine Road and Right of Way Maintenance	**On-going Program** – Culverts are cleaned out and ditch maintenance is performed on a regular basis as needed.

C. Stormwater Data Summary

Provide a summary of all information used, including any lab results (if sampling was conducted) to assess the success of the SWMP at reducing the discharge of pollutants to the MEP. For example, did the MS4 conduct visual inspections, clean the inlets, look for illicit discharge, clean streets, look for flow during dry weather, etc.?

Visual observations were conducted during outfall screenings. Outfalls were screened for odor, color, clarity, floatable, deposits or stains, vegetations conditions, structural conditions, biological condition. Also, water flow was estimated and logged for each outfall. Photographs were taken of outfall structures to compare their condition to previous years' inspection.

D. Impaired Waterbodies

Identify whether an impaired water within the permitted area was added to the latest EPA-approved 303(d) list or the Texas Integrated Report of Surface Water Quality for CWA Sections 305(b) and 303(d). List any newly-identified impaired waters below by including the name of the water body and the cause of impairment. TCEQ Surface Water Viewer. None, there are no new impaired water bodies.

1. If applicable, explain below any activities taken to address the discharge to impaired waterbodies, including any sampling results and a summary of the small MS4's BMPs used to address the pollutant of concern. None, there are no streams with TMDL's in Williamson County.

2. Describe the implementation of targeted controls if the small MS4 discharges to an impaired water body with an approved TMDL. There are no streams in Williamson County listed with TMDL's

3. Report the benchmark identified by the MS4 and assessment activities:

Benchmark Parameter ***(Ex: Total Suspended Solids)***	**Benchmark Value**	**Description of additional sampling or other assessment activities**	**Year(s) conducted**
Not Applicable			

4. Provide an analysis of how the selected BMPs will be effective in contributing to achieving the benchmark:

Benchmark Parameter	**Selected BMP**	**Contribution to achieving Benchmark**
Not Applicable		

6. If applicable, report on focused BMPs to address impairment for bacteria:

Description of bacteria-focused BMP	Comments/Discussion
Installed pet waste stations in Williamson County Parks.	The pet waste stations are designed to inform the public on the negative environmental effects of pet waste and provide an environmentally responsible method of disposal.
OSSF Enforcement	The On-Site Sewage Facility Department at Williamson County helps eliminate and prevent health hazards by regulating and properly planning the location, design, construction, installation, and operation of on-site sewage disposal systems. A maintenance plan is also required for aerobic systems to help prevent bacteria from entering local water sources such as wells, streams, aquifers, recharge zones and lakes.

7. Assess the progress to determine BMP's effectiveness in achieving the benchmark.

   For example, the MS4 may use the following benchmark indicators:

   - number of sources identified or eliminated;
   - number of illegal dumpings;
   - increase in illegal dumping reported;
   - number of educational opportunities conducted;
   - reductions in sanitary sewer flows (SSOs); /or
   - increase in illegal discharge detection through dry screening.

Benchmark Indicator	Description/Comments
Not applicable – we have no streams with TMDL's in Williamson County	

E. Stormwater Activities

Describe activities planned for the next reporting year:

MCM(s)	BMP	Stormwater Activity	Description/Comments
MCM 1: Public Education, Outreach and Involvement	1.1 Community Education	Staff will present a stormwater quality presentation to Georgetown High School and attempt to find other audience for this presentation.	A significant aspect of a successful stormwater management program is keeping the community well informed. The Public Education, Outreach and Involvement minimum control measure consists of BMPs focused on the development of a comprehensive program to educate the public about the impacts that stormwater discharges have on local water bodies.
	1.2 Garden and Lawn Care	The County will choose a topic related to garden/lawn care education and post material such as brochures at county offices and local retail stores.	The County will acquire, create and support the production of public education and outreach materials focused on garden and lawn care education.
	1.3 Recycling and Household Hazardous Waste	The County will hold two recycling and household hazardous waste disposal events.	Williamson County will operate a hazardous waste and recycling drop off center. The center will be open to the public and allow free hazardous waste disposal and recycling. The County will print and website media to advertise these events and provide locations for drop off centers four times throughout the year.

	1.4 Pet Waste	The County will install and maintain two additional pet waste disposal stations at a county parks.	The County will acquire, create and support the production of public education and outreach materials focused on proper disposal of pet waste. The County will work with the Parks Department to support the maintenance of pet waste disposal stations.
	1.5 Public Notice	The County will post the SWMP Notice of Intent public notice in three newspapers in the surrounding area to help educate the public.	This public announcement was published in the Hill Country Sun.
	1.6 County Website	Continue to update Williamson County's Stormwater Management webpage with new or updated as-needed basis.	Williamson County maintains a website, https://www.wilco.org/Departments/Storm-Water-Management, for public communication regarding stormwater policies and information. The site contains the latest SWMP, any proposed changes to the SWMP, any Notice of Change submittals, general information on stormwater pollution and information on reporting illicit discharges.
MCM 2: Illicit Discharge	2.1 MS4 Mapping	Review entire MS4 map and ensure outfalls recently constructed are included in the map. Establish a new process to include outfalls in the map during the construction inspection process.	As adjacent cities annex land next to their city limits, from time to time it is found that an MS4 outfall no longer lies within Williamson County's jurisdictional area. Information regarding such outfalls is passed on to the appropriate MS4 Operator. Occasionally, outfalls are discovered that were not previously part of the inventory.
	2.2 MS4 Training	Training will be provided for all personnel involved in on-site field screening of outfalls and	The principal MS4 staff have been certified as Qualified Preparers of Storm Water Pollution Prevention Plans. Furthermore, members of the construction inspection staff have been certified as Qualified Compliance Inspectors of Stormwater. These certificates are valid

	construction site inspection.	for two years and then must be renewed. Staff will attend at least 4 hours of training per year to enhance their education and experience.
2.3 Public Complaints	Conduct 100% of illicit discharge investigation complaints. Document and archive 100% of the inspection results on a case by case basis by the end of each fiscal year.	Public complaints are submitted through the Illicit Discharge Hotline (512-943-3330). These complaints primarily consist of illegal dumping of trash and refuse. County workers will first investigate the complaint. If required, the site is to be cleaned up including removal of trash, sediment, and other pollutants. All complaints and work orders will be cataloged in the VUE works database. If a responsible party can be located, the case is to be referred to the constable based on the precinct.
2.4 Field Screening Inlets	Continue to screen 20% of the documented outfalls each year.	New outfalls will be identified throughout construction plan review and onsite inspections.
2.5 OSSF Discharges	Investigate all OSSF complaints by the end of the fiscal year. Maintain records of initial investigations, results, and enforcement activities.	Failing on-site sewage facilities may result in overland discharge. If a discharge is observed, it must be immediately reported to the OSSF group. Public complaints are received through the illicit discharge hotline (512-943-3330). When an OSSF complaint is received, staff has one business day to investigate and determine the appropriate response including issuing a violation notice.
2.6 High Priority Discharges	Identify all discharge points within high priority areas based on complaints logged and proximity to impaired streams.	Staff determines high priority areas based on two criteria: 1. Proximity to impaired streams.

			2. Significant number of complaints within a given time period.
	2.7 Spill Prevention and Response Plan	Identify new and existing staff who need additional training on spill response protocol and update the list of hazardous material found in the Williamson County Spill Prevention and Response Plan.	The Williamson County construction inspection team and other appropriate personnel are trained on hazardous materials and spill prevention and response. Every year, spill response training is provided to employees on the following topics: spill prevention methods, spill containment, emergency procedures, spill reporting, and hazardous substance inventory.
MCM 3: Construction Site Runoff	3.1 Construction Plan Review	Revise internal tracking and plan review procedures as appropriate to address the following issues: conformance to the latest TCEQ stormwater regulations, appropriate use of temporary erosion controls, and inclusion of any required local, state, and/or federal stormwater permit documents	Construction plans will first be reviewed and accepted by the Land Development Department. During the review process, the location of the construction site is verified to determine if it is within Wilco MS4 jurisdiction.
	3.2 Construction Site Inspection	Williamson County Staff will be responsible for inspecting all commercial, subdivision, road bond, and road maintenance activities throughout all active phases of construction to ensure stormwater compliance is achieved.	There are three types of construction activities inspected by Williamson County Stormwater Management: 1) commercial projects located within the MS4 jurisdiction, 2) road bond and road maintenance projects located outside the city limits, and 3) subdivision developments located within the MS4.

MCM 4: Post Construction	4.1 First Year after Notice of Termination	Inspect all completed construction projects within the Williamson County MS4 jurisdiction twice a year. The first site visit must be within 6 months after the NOT was submitted. The second site visit must be after one year has passed since the NOT was submitted.	Within one year of the final NOT, Staff must visit the site twice. The first visit must be 6 months after the NOT has been submitted and the second must be after 1 year. Staff must review the site or subdivision plan for location of vegetated areas, channels, detention ponds, and discharge points.
	4.2 Long Term	After the initial first year, staff will catalogue the discharge points that discharge directly to the waters of Texas. These points will be added to the County's GIS database and inspected as part of the illicit discharge prevention program	After the initial first year, staff will catalogue the discharge points that discharge directly to the waters of Texas. These points will be added to the County's GIS database and inspected as part of the illicit discharge prevention program.
MCM 5: Pollution Prevention	5.1 Williamson County Parks	The County will install two pet waste disposal stations within a County park.	These sites are susceptible to erosion and sediment loss during construction, pesticide and herbicide pollution, and horse and pet waste pollution. Erosion and sedimentation will be controlled during construction as required by the site's SWPPP. Pet waste is contained in plastic manure bags and deposited in bins. Horse Manure is collected at stable facilities and placed in dumpsters.
	5.2 Williamson County Landfill	The County will inspect the landfill and recycling sites for compliance.	The landfill is located at 600 County Road 128, Hutto, TX 78634. Waste Management Inc. is under contract to manage the landfill. The landfill is permitted through

		the TCEQ under MSW 1405B. Per MSW 1405B, all leachate and contaminated surface water will be collected and managed per the leachate management plan. Interim sediment controls include berms, silt fences, temporary vegetation, mulch, hay bales, perimeter channels and sedimentation ponds. Permanent controls include sedimentation basins, drainage channels drainage terraces, and vegetated cover.
5.3 Equipment Storage and Maintenance	Inspect equipment storage and maintenance facilities for inadequacies and compliance.	The Williamson County equipment storage facility is responsible for housing all heavy construction equipment such as motorgrades, backhoes, gradalls, rollers and streetsweepers. The equipment storage facility is located at 3151 SE Inner Loop Georgetown, TX 78626.
5.4 Fuel and Chemical Storage	Inspect each fueling station and County records once per year for compliance with TCEQ petroleum storage tank requirements	Location A: Central Maintenance Facility - unleaded, diesel and propane - 3151 SE Inner Loop, Georgetown, TX 78626 Location B: Florence Yard - unleaded, diesel and propane -1100 FM 970 Florence, Tx 76527 Location C: Granger Barn - unleaded, diesel and propane - 16350 FM 971 Granger, Tx 76530 Location D: Taylor Barn - unleaded, diesel and propane -104 Mississippi St Taylor, Tx 76574 Location E: Round Rock Annex – propane Only - 1801 East Old Settlers Blvd Round Rock, Tx 78664

		Location F: Cedar Park Annex – propane Only - 350 Discovery Blvd Cedar Park, Tx 78613
5.5 County Buildings	Perform at least one post construction stormwater inspection at 175 CR 138 by the end of each fiscal year	Williamson County owns 62 properties/buildings, one of which is located within the MS4 jurisdiction at 175 CR 138 Hutto, Texas. This building is the Task Force Building and is used as office space for the Sheriff's Department. Williamson County contracts out landscaping and lawncare needs per yearly contract which is available upon request.
5.6 Vehicle Storage	Inspect 100% of county vehicles and document all inspections for reporting to TCEQ	The Williamson County vehicle storage and maintenance yard is used to house county vehicles, trailers, tools and impounded cars. All county vehicles and heavy equipment are inspected and reported once a year to maintain engine performance and reduce unwanted leaks.
5.7 County Employee Communication & Training	Meet with the stormwater team once a month to determine our stormwater needs and revise the stormwater program as necessary	The Williamson County stormwater team meets monthly to discuss the program processes including the illicit discharge management program. Included in this group are members of the road maintenance crews and development review personnel. Information is then disseminated to other departments and employees as needed.
5.8 County Road	Review and inspect all county road development projects within the MS4 at least once a month	Williamson County contracts all major road, stormwater and building projects to third-party development contractors. All contractors and subcontractors must demonstrate training and competency with the TCEQ General Construction Permit's (TXR150000) requirements. The contractors must obtain approved SWPPPs from the TCEQ and hire independent environmental consulting services to inspect all best management practices for compliance with the approved SWPPPs.

5.9 Routine Road Maintenance	County will review the right-of-way and road maintenance procedures to determine if additional measures can be taken to minimalize environmental impacts.	Williamson County Road and Bridge Department performs maintenance activities such as leveling, re-paving, pothole repair, mowing, hydroseeding and culvert cleanout on portions of 1443 linear miles of roads. This work allows for regular maintenance of roads as well as maintenance of drainage systems.

F. SWMP Modifications

1. The SWMP and MCM implementation procedures are reviewed each year.

__X__Yes___No

2. Changes have been made or are proposed to the SWMP since the NOI or the last annual report, including changes in response to TCEQ's review.

____Yes__X__No

If "Yes," report on changes made to measurable goals and BMPs:

MCM(s)	Measurable Goal(s) or BMP(s)	Implemented or Proposed Changes (Submit NOC as needed)
Not Applicable		

Note: If changes include additions or substitutions of BMPs, include a written analysis explaining why the original BMP is ineffective or not feasible, and why the replacement BMP is expected to achieve the goals of the original BMP.

3. Explain additional changes or proposed changes not previously mentioned (i.e. dates, contacts, procedures, annexation of land, etc.).

G. Additional BMPs for TMDLs and I-Plans

Provide a description and schedule for implementation of additional BMPs that may be necessary, based on monitoring results, to ensure compliance with applicable TMDLs and implementation plans.

BMP	Description	Implementation Schedule (start date, etc.)	Status/Completion Date (completed, in progress, not started)
Not Applicable			

H. Additional Information

1. Is the permittee relying on another entity to satisfy any permit obligations?

___ Yes _X_ No

If "Yes," provide the name(s) of other entities and an explanation of their responsibilities (add more spaces or pages if needed).

Name and Explanation: NA

2.a. Is the permittee part of a group sharing a SWMP with other entities?

___ Yes _X_ No

2.b. If "yes," is this a system-wide annual report including information for all permittees?

___ Yes _X_ No

If "Yes," list all associated authorization numbers, permittee names, and SWMP responsibilities of each member (add additional spaces or pages if needed):

Authorization Number: Not Applicable Permittee: Not Applicable

I. Construction Activities

1. The number of construction activities that occurred in the jurisdictional area of the MS4 (Large and Small Site Notices submitted by construction site operators): 0

2a. Does the permittee utilize the optional seventh MCM related to construction?

___ Yes _X_ No

2b. If "yes," then provide the following information for this permit year:

The number of municipal construction activities authorized under this general permit	
The total number of acres disturbed for municipal construction projects	

Note: *Though the seventh MCM is optional, implementation must be requested on the NOI or on a NOC and approved by the TCEQ.*

J. Certification

If this is this a system-wide annual report including information for all permittees, each permittee shall sign and certify the annual report in accordance with 30 TAC §305.128 (relating to Signatories to Reports).

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my

knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Name (printed): Bill Gravell Jr. Title: County Judge

Signature: _____ Date: _____

Name of MS4 Williamson County TXR040112

If you have questions on how to fill out this form or about the Stormwater Permitting program, please contact us at 512-239-4671.

Individuals are entitled to request and review their personal information that the agency gathers on its forms. They may also have any errors in their information corrected. To review such information, contact us at 512-239-3282.

Commissioners Court - Regular Session **33.**

Meeting Date: 01/09/2024

Kimley Horn 2576 WA3 Ronald Reagan & Bar W Ranch - Via De Sienna Intersection Improvements

Submitted For: Robert Daigh **Submitted By:** Vicky Edwards, Infrastructure

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on Work Authorization No 3 in the amount of $96,596.04 to expire on September 30, 2025 under Williamson County Contract for Engineering Services between Kimley Horn and Associates and Williamson County dated March 10, 2020 for Ronald Reagan and Bar W Ranch - Via De Sienna Intersection Improvements. Funding source: 01.0200.0210.004100.

Background

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Kimley Horn 2576 WA3 Ronald Reagan & Bar W Ranch - Via De Sienna Intersection Improvements

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	01/04/2024 10:09 AM
County Judge Exec Asst.	Becky Pruitt	01/04/2024 10:36 AM
Form Started By: Vicky Edwards		Started On: 01/04/2024 09:40 AM
Final Approval Date: 01/04/2024		

WORK AUTHORIZATION NO. 3

WILLIAMSON COUNTY ROAD & BRIDGE PROJECT:
Ronald Reagan & Bar W Ranch / Via De Sienna Intersection Improvements

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated March 10, 2020 and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Kimley-Horn and Associates, Inc. (the "Engineer").

Part1. The Engineer will provide the following Engineering Services set forth in Attachment "B" of this Work Authorization.

Part 2. The maximum amount payable for services under this Work Authorization without modification is $96,596.04.

Part 3. Payment to the Engineer for the services established under this Work Authorization shall be made in accordance with the Contract.

Part 4. This Work Authorization shall become effective on January 9, 2024 and shall terminate on September 30, 2025. The Engineering Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

Part 5. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

Part 6. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Work Authorization. Engineer understands and agrees that County's payment of amounts under this Work Authorization is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Engineer that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Engineer.

Part 7. This Work Authorization is hereby accepted and acknowledged below.

Continued next page

EXECUTED this _____.

ENGINEER:	COUNTY:
Kimley-Horn and Associates, Inc.	Williamson County, Texas
By:	By:_____
Signature	Signature
Brian C. Boecker	_____
Printed Name	Printed Name
Senior Vice President	_____
Title	Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule

WORK AUTHORIZATION NO. 3

PROJECT: Ronald Reagan & Bar W Ranch / Via De Sienna Intersection Improvements

ATTACHMENT A
Services to be provided by the County

Project Location: Ronald Reagan Blvd. & Bar W Ranch Blvd. / Via De Sienna Blvd.

Project Description: Traffic Signal Design, Traffic Signal Timings, Preliminary Intersection Design, Bid and Construction Phase Support

SCOPE OF WORK

This project will consist of developing traffic signal design plans, traffic signal timing plans, bid phase support, and construction phase support for a new traffic signal at the intersection of Ronald Reagan Boulevard & Bar W Ranch Boulevard / Via De Sienna Boulevard in the City of Leander. This project will require coordination with both Williamson County and the City of Leander, as the proposed traffic signal is within the City of Leander's limits and will be owned, operated, and maintained by the City of Leander after construction. The project also consists of preliminary engineering and development of an intersection schematic for a northbound right-turn lane and reconstruction of the westbound approach to the intersection.

SERVICES TO BE PROVIDED BY THE COUNTY

Williamson County (the County) shall provide all information reasonably requested by Kimley-Horn (the Engineer) during the project, including but not limited to the following:

- Topographical survey for at least 500' in all directions from the center of the intersection based on County's 2017 LIDAR data with 1' contours.
- Quality Level D utility survey previously collected for County's Ronald Reagan corridor planning project. County will obtain and provide additional SUE data as requested by Engineer.
- Provide available copies of associated survey, roadway plans, models, studies, and coordination with ongoing related county projects.
- Provide traffic count data and results of any traffic signal warrant studies already performed for the intersection.
- Provide a Registered Accessibility Specialist (RAS) for TDLR review, registration, and inspection.
- Obtain franchise utility records and coordinate with franchise utilities for any necessary relocations.
- Provide current set of Project Manual documents.
- Provide timely responses to requests for information or clarification.
- Provide timely decisions and reviews of submittals.
- Process payment to the Engineer in a timely manner.

WORK AUTHORIZATION NO. 3

PROJECT: Ronald Reagan & Bar W Ranch / Via De Sienna Intersection Improvements

ATTACHMENT B
Services to be provided by the Engineer

Project Location: Ronald Reagan Blvd. & Bar W Ranch Blvd. / Via De Sienna Blvd.

Project Description: Traffic Signal Design, Traffic Signal Timings, Preliminary Intersection Design, Bid and Construction Phase Support

SCOPE OF WORK

This project will consist of developing traffic signal design plans, traffic signal timing plans, bid phase support, and construction phase support for a new traffic signal at the intersection of Ronald Reagan Boulevard & Bar W Ranch Boulevard / Via De Sienna Boulevard in the City of Leander. This project will require coordination with both Williamson County and the City of Leander, as the proposed traffic signal is within the City of Leander's limits and will be owned, operated, and maintained by the City of Leander after construction. The project also consists of preliminary engineering and development of an intersection schematic for a northbound right-turn lane and reconstruction of the westbound approach to the intersection.

SERVICES TO BE PROVIDED BY THE ENGINEER

Task 1. Project Management

The Engineer will maintain project files throughout all phases of the project consisting of documentation of all correspondence, meeting notes, telephone calls, emails, etc. Invoices and progress reports will be submitted monthly.

The Engineer will attend up to four (4) total kick-off, coordination, and/or design review meetings with County and City staff. The Engineer will prepare a meeting agenda and meeting minutes for each meeting.

Deliverables: Project correspondence, meeting notes, progress reports, invoices, and attendance at meetings as described above.

Task 2. Traffic Signal Design

The Engineer will prepare construction documents including plans, specifications, and estimates (PS&E) for the installation of a four-approach traffic control signal at the intersection of Ronald Reagan Boulevard & Bar W Ranch Boulevard / Via De Sienna Boulevard.

The Engineer will complete the following tasks as part of the design phase:

1. Assemble applicable design standards and specifications from the City of Leander, Williamson County, and TxDOT.

2. Obtain available existing record drawings and copies of all relevant design files from the County and/or City.

3. Obtain Topographic and Level D SUE information from the County. The Engineer shall be entitled to rely on the completeness and accuracy of the data provided.

4. Submit 811/"One Call" request for utility locates at the intersection. Perform field reconnaissance of the intersection to determine existing pavement widths, lane configurations, traffic control devices, speed limits, and utility locations.

5. Develop plans to construct a new traffic signal at the intersection. The signal plans will be prepared at a scale of 1" = 40' on 11" x 17" plan sheets and will include the following components:

    a. Title Sheet (to include signature line for City of Leander) and Index of Sheets
    b. General Notes (based on standard notes for Williamson County Road Bond Program and modified as appropriate for this project).
    c. Existing Conditions sheet to show locations of existing traffic control devices, and both underground/overhead utilities at the intersection.
    d. Proposed Signal Layout sheet to show the locations of proposed signal poles, pedestrian poles, signal heads, signal cabinet, detection equipment, communication equipment, push buttons, electrical conduits, ground boxes, and electrical service.
    e. Signal Elevation sheet to show placement of signal heads on mast arms and required vertical clearance.
    f. Pedestrian Ramp Layout sheet to show the locations and types of proposed curb ramps, sidewalks, and railing.
    g. Conduit Chart and Electrical Wiring sheet to show the type and number of electrical wires in each conduit run and inside poles and mast arms. A new electrical service will be designed to support total electrical load due to the new traffic signal and safety lighting at the intersection. The electrical service will include two separate circuits for the traffic signal and illumination. Kimley-Horn will coordinate with the City of Leander as required to establish the location of the new electrical service.
    h. Signing & Pavement Marking sheet to show modifications to existing signs & pavement markings that are required to change the intersection from unsignalized to signalized operation (ex; stop bars, crosswalks).

6. Review and select appropriate standard details and incorporate those details into the plans (including traffic control, traffic signal, sign, and pavement marking standard details).

7. Prepare a list of pay items, specifications, and construction quantities required to build the proposed traffic signal infrastructure.

8. Prepare an opinion of probable construction costs (OPCC) to accompany each plan submittal in Microsoft Excel format based on Williamson County provided template.

a. Kimley-Horn has no control over the cost of labor, materials, equipment, or over the construction Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to Kimley-Horn at this time and represent only Kimley-Horn's judgement as a design professional familiar with the construction industry. Kimley-Horn cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.

9. Perform internal quality control reviews prior to each submittal.

10. Submit milestone deliverables for County and/or City review at the 60%, 90%, and 100% stages of completeness. All deliverables will be provided in electronic PDF format only. The Engineer will submit deliverables to City of Leander via HUB online portal but will not be responsible for payment of review, permitting, or similar fees.

11. Address one round of comments each for the 60% and 90% submittals and incorporate those comments into the plans as appropriate.

Task 3. Bid Phase Support

The Engineer will complete the following tasks as required during the bid phase:

1. Prepare contract bid documents (Project Manual), including bid form, standard specifications, special specifications, and special provisions. City of Leander, Williamson County, and TxDOT specifications will be utilized as applicable and agreed upon between the parties.

2. Attend one (1) pre-bid meeting with County and/or City staff and prospective bidders.

3. Respond to bidder questions during the bidding period.

4. Attend one (1) bid opening meeting with County and/or City staff and bidders.

5. Review and tabulate bids and provide award recommendation letter.

Task 4. Construction Phase Support

The Engineer will complete the following tasks as required during the construction phase:

1. Attend one (1) pre-construction meeting with County and/or City staff and the selected contractor.

2. Attend one (1) field review meeting with County and/or City staff and the contractor to review the locations of staked pole locations.

3. Attend one (1) field review meeting with County and/or City staff and the contractor to develop a final punch list to be addressed by the contractor prior to completion.

4. Review and approve or take other appropriate action in respect to shop drawings and samples and other data which contractor is required to submit, but only for conformance with the information given in the contract documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs. The Engineer will review up to eight (8) contractor submittals.

5. Respond to reasonable and appropriate contractor requests for information (RFIs) and issue necessary clarifications and interpretations of the contract documents as appropriate. Any orders authorizing variations from the contract documents will be made by County and/or City. The Engineer will respond to up to four (4) RFIs.

6. Provide minor revisions to plans to address differing site conditions, third party accommodation, or other owner directed changes. Revisions to plans will include revision clouds around any changes, will include descriptions and quantities of changes, and CAD files. The Engineer will provide up to two (2) minor plan revisions.

7. Prepare record drawings based on redlines from County, City, and/or contractor.

The Engineer shall not be responsible for the means, methods, techniques, sequences, or procedures of construction selected by the contractor or the safety precautions and programs incidental to the work of the contractor. The Engineer shall not guarantee the performance of the contractor nor be responsible for the acts, errors, omissions, or the failure of the contractor to perform the construction work in accordance with the contract documents.

County agrees to include in all construction contract provisions the indemnification of both County and the Engineer for contractor's negligence and to name both County and the Engineer as additional insured on the applicable contractor's insurance policies.

Task 5. Traffic Signal Timings

The Engineer will complete the following tasks as part of the traffic signal timing phase:

1. Prepare up to four (4) signal timing plans (AM peak period, mid-day, PM peak period, and overnight) for the intersection. These timing plans will include coordination with adjacent signals as feasible and appropriate. The plans will include the time of day (TOD) schedule, minimum and maximum green times, yellow/all-red clearance times, and pedestrian crossing times.

2. Provide one (1) day of field fine-tuning of the traffic signal operations after implementation of the timing plans.

Task 6. Preliminary Intersection Design

The Engineer will prepare one (1) preliminary intersection schematic, preliminary OPCC, and preliminary utility conflict matrix for the re-profiling of the eastern leg/westbound approach and

additional northbound right-turn lane at the intersection of Ronald Reagan Boulevard & Bar W Ranch Boulevard / Via De Sienna Boulevard.

The Engineer will complete the following tasks as part of the geometric layout:

1. Obtain existing roadway and utility record drawings, topographic and Level D SUE information from the County. The Engineer shall be entitled to rely on the completeness and accuracy of the data provided.

2. Conduct a site visit.

3. Pull Nearmap aerial imagery for project limits.

4. Prepare a Design Summary Report (DSR) using applicable design standards from the City of Leander, Williamson County, and TxDOT.

5. Develop intersection schematic at a scale of 1" = 100' that will include the following components:

    a. Project location map and project information.
    b. Existing horizontal alignments and horizontal alignment data (HAD) for Ronald Reagan Boulevard & Bar W Ranch Boulevard / Via De Sienna Boulevard.
    c. Existing and proposed typical sections for Ronald Reagan Boulevard & Bar W Ranch Boulevard / Via De Sienna Boulevard.
    d. Existing and proposed profiles for Ronald Reagan Boulevard & Bar W Ranch Boulevard / Via De Sienna Boulevard.
    e. Northbound right-turn lane (RTL).
    f. Incorporate and coordinate proposed signal and pedestrian improvements.
    g. Drainage infrastructure impacts.
    h. Verify intersection sight distance requirements.
    i. Create 36" roll plot.

6. Develop a 3D model and cross sections.

7. Prepare an opinion of probable construction costs (OPCC) in Microsoft Excel format based on Williamson County provided template.

    a. Kimley-Horn has no control over the cost of labor, materials, equipment, or over the construction Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to Kimley-Horn at this time and represent only Kimley-Horn's judgement as a design professional familiar with the construction industry. Kimley-Horn cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.

8. Prepare a preliminary utility conflict matrix (UCM) listing utility type, location of potential conflict, and utility provider.

9. Preform internal quality control reviews prior to each submittal.

10. Address one (1) round of comments and incorporate those comments into the preliminary intersection schematic as appropriate.

Additional Services
Any services not specifically provided for in the above scope will be considered additional services and may be performed at current contracted hourly rates upon mutual agreement of the parties. Items that are not provided as a part of this project and would be additional services consist of but are not limited to:

- Preparation of plans for a temporary/interim traffic signal.
- Illumination design except for intersection safety lighting mounted on top of signal poles.
- Intersection traffic analysis and/or traffic signal warrant studies.
- Collection of traffic count data.
- Collecting topographic survey and subsurface utility data.
- Preparation of ROW or easement exhibits.
- Environmental analysis.
- Preparation of plans (PS&E) for construction of right-turn lane or reconstructing east leg of intersection.
- Driveway design.
- Hydrology and hydraulics pertaining to existing and proposed storm sewer system, parallel drainage culverts, and ditch capacity analysis.
- Structural wall design.
- Utility relocation design.
- Coordination with utility providers for purposes of utility relocation.
- Geotechnical engineering.
- Attendance at public hearings or meetings beyond those listed in the scope.
- Additional analyses or major re-work required because of County and/or City comments that are inconsistent with Kimley-Horn's original direction.
- Payment of permit or plan review fees.

Kimley-Horn will not provide construction engineering, inspection, or material testing services as part of this project.

ATTACHMENT C: WORK SCHEDULE

Kimley»Horn

Project Name: Ronald Reagan & Bar W Ranch / Via De Sienna Intersection Improvements

Project Description: Traffic Signal Design, Traffic Signal Timings, Preliminary Intersection Design, Bid and Construction Phase Support

Prepared By: Kimley-Horn and Associates, Inc.

Task #	Task Name	JAN 2024	FEB 2024	MAR 2024	APR 2024	MAY 2024	JUN 2024	JUL 2024	AUG 2024	SEP 2024	OCT 2024	NOV 2024	DEC 2024	JAN 2025	FEB 2025	MAR 2025	APR 2025	MAY 2025	JUN 2025	JUL 2025	AUG 2025	SEP 2025
		Week 1 Week 4	Week 1 Week 4	Week 1 Week 4	Week 1 Week 4	Week 1 Week 4	Week 1 Week 4	Week 1 Week 4	Week 1 Week 4	Week 1 Week 4	Week 1 Week 4	Week 1 Week 4	Week 1 Week 4	Week 1 Week 4	Week 1 Week 4	Week 1 Week 4	Week 1 Week 4	Week 1 Week 4	Week 1 Week 4	Week 1 Week 4	Week 1 Week 4	Week 1 Week 4
1	**Project Management**																					
2	**Traffic Signal Design**																					
	Data Collection, 60% Design																					
	City Review																					
	90% Design																					
	City Review																					
	100% Design																					
	City Review, Processing																					
3	**Bid Phase Support**																					
4	**Construction Phase Support**																					
5	**Traffic Signal Timings**																					
6	**Preliminary Intersection Design**																					
	Data Collection & DSR																					
	Prelim Intersection Schematic																					
	City Review																					
	Final Intersection Schematic																					

Work Authorization 3 - Attachment D
Fee Schedule

Kimley»Horn

PS&E for Traffic Signal Design at: Ronald Reagan & Bar W Ranch / Via De Sienna

		Sr. Engineer I $247.36	Professional $194.36	Analyst $170.80	Support Staff $111.90	Total Labor Hours	Direct Labor Cost	Direct Expenses	Total Cost
1. PROJECT MANAGEMENT									
a	Project Setup		4.0		4.0	8.0	$1,225.04		$1,225.04
b	Coordination / Plan Review Meetings	12.0	16.0			28.0	$6,078.08		$6,078.08
c	Monthly Reporting / Invoicing		10.0		18.0	28.0	$3,957.80		$3,957.80
	Subtotal	**12.0**	**30.0**		**22.0**	**64.0**	**$11,260.92**		**$11,260.92**
2. TRAFFIC SIGNAL DESIGN									
a	Review Topographic and Utility Survey Data		2.0	4.0		6.0	$1,071.92		$1,071.92
b	Site Reconnaissance and Inspection		3.0	4.0		7.0	$1,266.28		$1,266.28
c	Existing Conditions and Removals Plan Sheet	1.0	2.0	10.0		13.0	$2,344.08		$2,344.08
d	Proposed Signal Layout Plan Sheet	4.0	10.0	24.0		38.0	$7,032.24		$7,032.24
e	Signal Elevation Views Plan Sheet	1.0	2.0	8.0		11.0	$2,002.48		$2,002.48
f	ADA Ramp and Intersection Details Plan Sheet	2.0	4.0	12.0		18.0	$3,321.76		$3,321.76
g	Conduit and Electrical Details Plan Sheet	2.0	4.0	12.0		18.0	$3,321.76		$3,321.76
h	Signing and Pavement Markings Plan Sheet	2.0	4.0	12.0		18.0	$3,321.76		$3,321.76
i	Standard Details		1.0	2.0		3.0	$535.96		$535.96
j	General Notes		2.0	2.0		4.0	$730.32		$730.32
k	Quantity Estimates		2.0	4.0		6.0	$1,071.92		$1,071.92
l	Opinion of Probable Construction Costs		1.0	2.0		3.0	$535.96		$535.96
m	Title Sheet, Index Sheet, PS&E Package Preparation		1.0	4.0		5.0	$877.56		$877.56
n	Quality Control and Assurance Reviews	4.0	4.0			8.0	$1,766.88		$1,766.88
	Subtotal	**16.0**	**42.0**	**100.0**		**158.0**	**$29,200.88**		**$29,200.88**
3. BID PHASE SUPPORT									
a	Prepare Bid Documents	2.0	4.0	6.0		12.0	$2,296.96		$2,296.96
b	Pre-Bid Meeting		2.0			2.0	$388.72		$388.72
c	Respond to Bidder Questions		4.0	4.0		8.0	$1,460.64		$1,460.64
d	Bid Opening Meeting		2.0			2.0	$388.72		$388.72
e	Review / Tabulate Bids and Provide Award Letter		2.0	6.0		8.0	$1,413.52		$1,413.52
	Subtotal	**2.0**	**14.0**	**16.0**		**32.0**	**$5,948.56**		**$5,948.56**
4. CONSTRUCTION PHASE SUPPORT									
a	Pre-Construction Meeting		2.0			2.0	$388.72		$388.72
b	Field Review Meeting (Staked Pole Locations)		3.0	3.0		6.0	$1,095.48		$1,095.48
c	Punch List Walk-Through		3.0	3.0		6.0	$1,095.48		$1,095.48
d	Review Submittals	2.0	8.0			10.0	$2,049.60		$2,049.60
e	Respond to RFIs	2.0	8.0	4.0		14.0	$2,732.80		$2,732.80
f	Minor Plan Revisions		4.0	8.0		12.0	$2,143.84		$2,143.84
g	Record Drawings		4.0	8.0		12.0	$2,143.84		$2,143.84
	Subtotal	**4.0**	**32.0**	**26.0**		**62.0**	**$11,649.76**		**$11,649.76**
5. TRAFFIC SIGNAL TIMINGS									
a	Prepare Timing Plans	4.0	8.0			12.0	$2,544.32		$2,544.32
b	Controller Programming	2.0	4.0			6.0	$1,272.16		$1,272.16
c	Field Fine-Tuning	8.0	8.0			16.0	$3,533.76		$3,533.76
	Subtotal	**14.0**	**20.0**			**34.0**	**$7,350.24**		**$7,350.24**
6. PRELIMINARY INTERSECTION DESIGN									
a	Review existing roadway & utility record drawings, topographic & utility survey data		1.0	3.0		4.0	$706.76		$706.76
b	Conduct site visit		3.0	3.0		6.0	$1,095.48		$1,095.48
c	Pull Nearmap aerial imagery			1.0		1.0	$170.80		$170.80
d	Prepare Design Summary Report (DSR)		1.0	2.0		3.0	$535.96		$535.96
e	Preliminary Intersection Schematic								
1	Project location map and project information		1.0	1.0		2.0	$365.16		$365.16
2	Recreate horizontal alignments and horizontal alignment data	0.5	2.0	4.0		6.5	$1,195.60		$1,195.60
3	Existing and proposed typical sections	0.5	1.0	4.0		5.5	$1,001.24		$1,001.24
4	Existing and proposed profile design	1.0	2.0	6.0		9.0	$1,660.88		$1,660.88
5	Northbound right-turn lane design		1.0	3.0		4.0	$706.76		$706.76
6	Incorporate and coordinate signal and pedestrian improvements	1.0	2.0	4.0		7.0	$1,319.28		$1,319.28
7	Drainage infrastructure impacts	1.0	3.0	6.0		10.0	$1,855.24		$1,855.24
8	Intersection Sight Distance Requirements	1.0	1.0	2.0		4.0	$783.32		$783.32
9	Create 36" roll plot	1.0	2.0	20.0		23.0	$4,052.08		$4,052.08
f	Develop 3D Model and Cross-Sections	2.0	4.0	24.0		30.0	$5,371.36		$5,371.36
g	Prepare OPCC	1.0	2.0	6.0		9.0	$1,660.88		$1,660.88
h	Prepare preliminary utility conflict matrix (UCM)	1.0	2.0	6.0		9.0	$1,660.88		$1,660.88
i	Quality control and assurance reviews	4.0	4.0			8.0	$1,766.88		$1,766.88
j	Address one (1) round of comments	4.0	8.0	16.0		28.0	$5,277.12		$5,277.12
	Subtotal	**18.0**	**40.0**	**111.0**		**169.0**	**$31,185.68**		**$31,185.68**
	HOURS TOTALS	**66.0**	**178.0**	**253.0**	**22.0**	**519.0**			
	FEE TOTALS						**$96,596.04**		**$96,596.04**

Commissioners Court - Regular Session **34.**

Meeting Date: 01/09/2024

Request for Right of Entry to Williamson County property along SE Inner Loop in Georgetown

Submitted For: Robert Daigh **Submitted By:** Adam Boatright, Infrastructure

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on a Request for Right of Entry granting the City of Georgetown's consultant (STV) and its subconsultants the right to enter onto Williamson County's property.

Background

The City of Georgetown's consultant (STV) and its subconsultants are requesting to enter the property to conduct required engineering, boundary and topographical survey, utilities survey, geotechnical soil testing, and environmental investigations for the purpose of obtaining information necessary for the planning and development of SE Inner Loop. WCAD Parcel ID(s): R038840, R038842, R391812 and R548786.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Georgetown SE Inner Loop ROE Request

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	01/04/2024 11:11 AM
Form Started By: Adam Boatright		Started On: 01/04/2024 10:57 AM
Final Approval Date: 01/04/2024		

December 20, 2023

WILLIAMSON COUNTY
ATTN: ADAM D BOATRIGHT
710 S MAIN ST STE 301
GEORGETOWN, TX 78626
Parcel ID(s): R038840, R038842, R391812, R548786

Dear ADAM D. BOATRIGHT,

STV, Inc., is assisting the City of Georgetown with development of the SE Inner Loop. To obtain necessary information and data to prepare the construction plans, it is necessary for STV and/or its sub-consultants to enter onto your property to conduct required engineering, boundary and topographical survey, utilities survey, geotechnical soil testing, and environmental investigations.

This is the second attempt to contact you regarding right-of-entry. Please complete, sign, and return the attached “right-of-entry” form by January 4, 2024, either granting or denying right-of-entry. The ROE may be sent via e-mail to STV Project Manager, Leah Collier at Leah.Collier@stvinc.com or USPS. A stamped, pre-addressed envelope is enclosed for your use. Your cooperation in this matter will help us to complete this project in a timely manner.

It is anticipated that field work would begin between the weeks of January 4, 2024, and February 2, 2024. This right-of-entry, if granted, would be terminated on January 31, 2025.

Should you have any questions, please contact Leah Collier at 512.349.0700 or City GEC Project Manager, Brian Booth, PMP at 512.912.5162.

Sincerely,

Leah J. Collier

Leah Collier, P.E.
STV Project Manager

REQUEST FOR RIGHT-OF-ENTRY

Williamson County
Parcel ID(s): R038840, R038842, R391812, R548786

I, _____, hereby **grant permission** to STV and its sub-consultants to enter my property for the purpose of obtaining information necessary for the planning and development of SE Inner Loop. This authorization expires on January 31, 2025.

OR

I, _____, **do not grant permission** to STV and its sub-consultants to enter my property for the purpose of obtaining information necessary for the planning and development of SE Inner Loop.

_____ _____

Signature Date Printed Name and Title

Please use this space to inform us of any comments or special conditions you would like us to observe:

Southeast Inner Loop

Georgetown
Williamson County, Texas

0 200 400 800
Feet

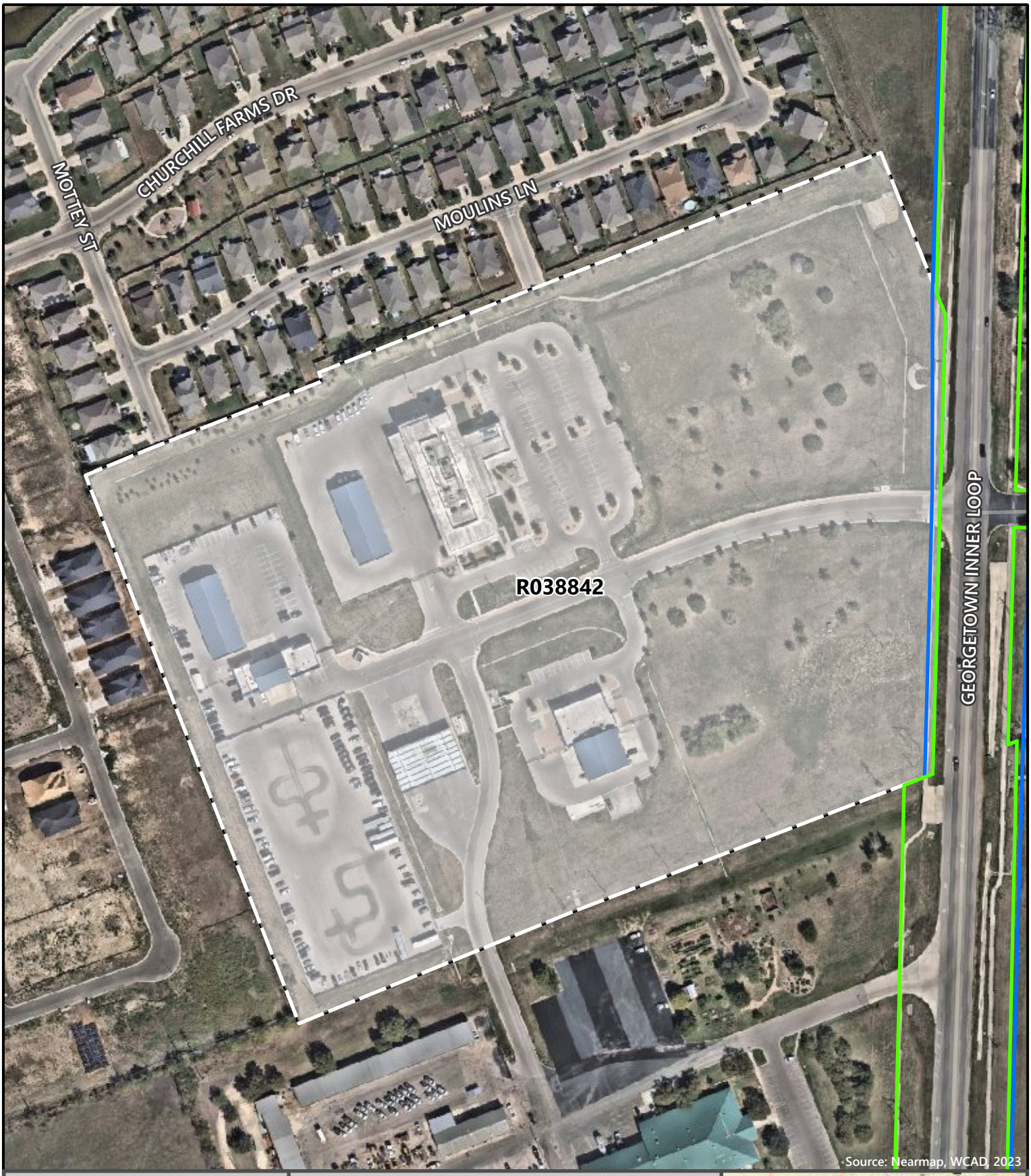
Parcel: R038840

Parcel Boundary

Right-of-Way

Existing

Proposed



Southeast Inner Loop

Georgetown
Williamson County, Texas

0 70 140 280
Feet

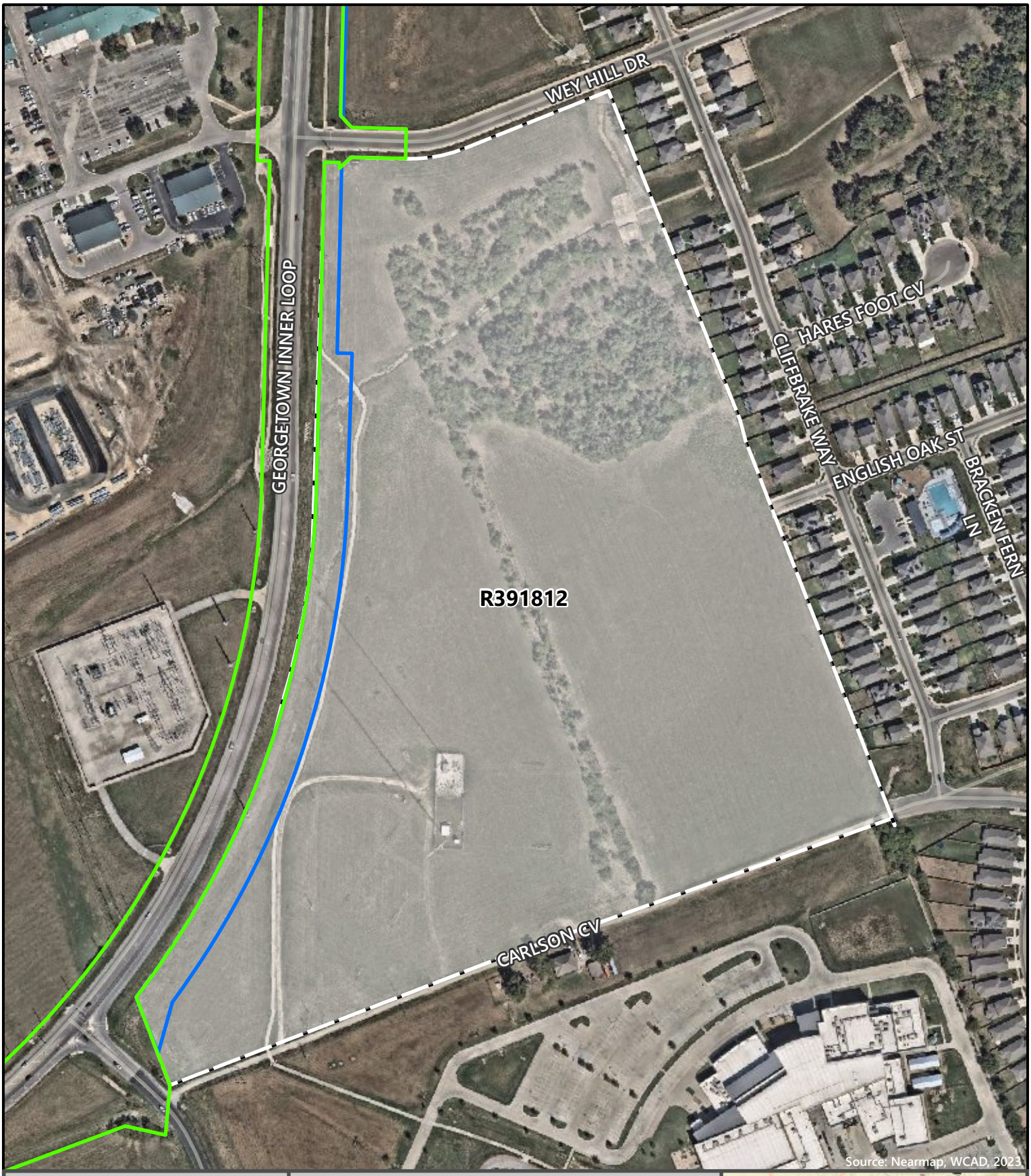
Parcel: R038842

Parcel Boundary

Right-of-Way

Existing

Proposed



Southeast Inner Loop

Georgetown
Williamson County, Texas

0 100 200 400
Feet

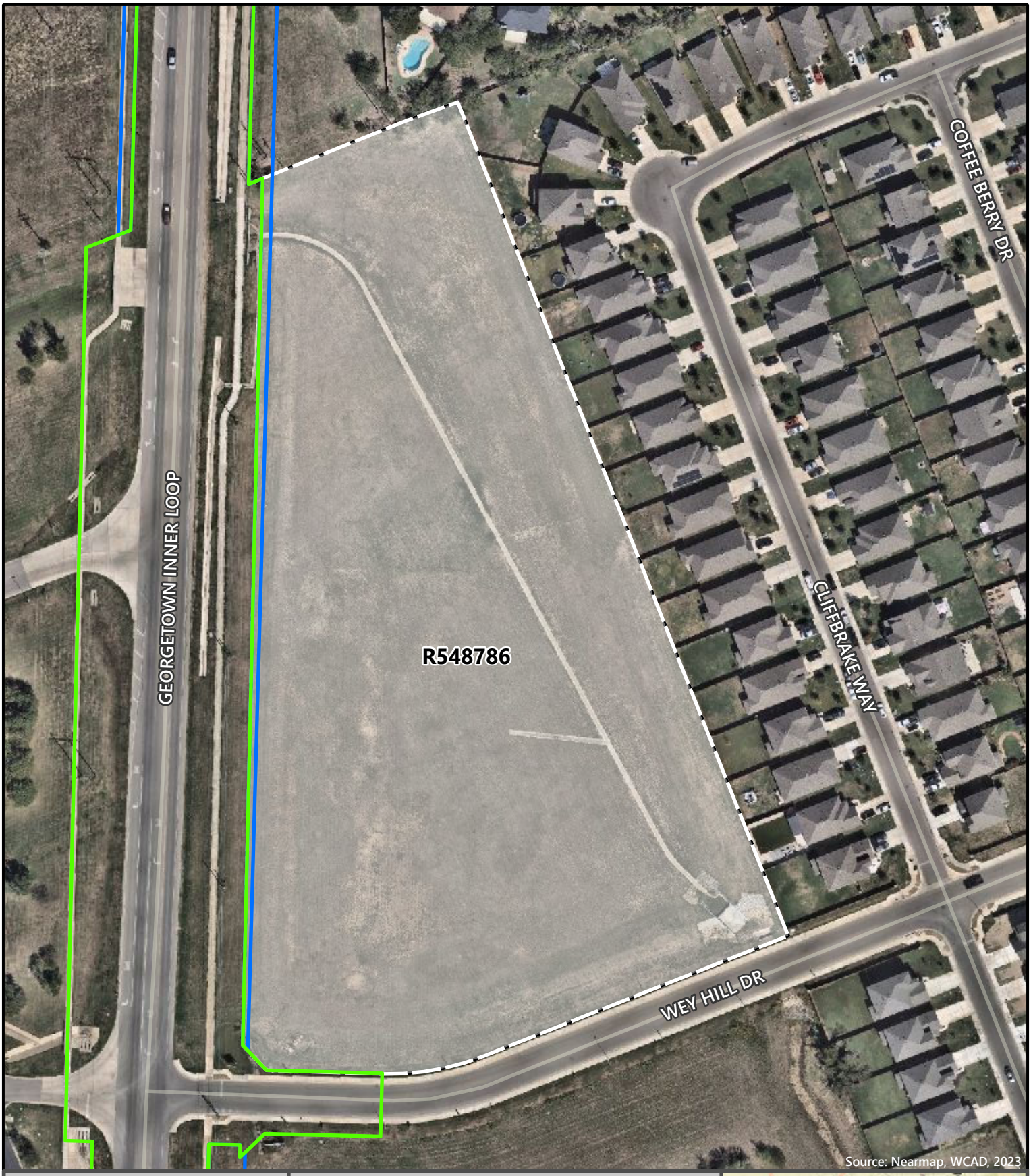
Parcel: R391812

Parcel Boundary

Right-of-Way

Existing

Proposed



Southeast Inner Loop

Georgetown
Williamson County, Texas

0 45 90 180
Feet

Parcel: R548786

Parcel Boundary

Right-of-Way

Existing

Proposed

Commissioners Court - Regular Session **35.**

Meeting Date: 01/09/2024

Final plat for the Santa Rita Ranch Ph 5 Sec 4B subdivision – Pct 2

Submitted For: Robert Daigh **Submitted By:** Adam Boatright, Infrastructure

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approval of the final plat for the Santa Rita Ranch Phase 5 Section 4B subdivision – Precinct 2.

Background

This is the next section of the Santa Rita Ranch Phase 5 development. It consists of 112 single family lots, 2 open space/landscape/utility lots, 1 open space/landscape/drainage/utility lot and 3,771 feet of new public roads. Roadway and drainage construction is not yet complete, but a performance bond in the amount of $2,459,116.51 has been posted with the County to cover the cost of the remaining construction.

Timeline

2023-10-26 – initial submittal of the final plat application
2023-11-22 – 1st review complete with comments
2023-11-28 – 2nd submittal of final plat
2023-12-14 – 2nd review complete with comments clear
2024-01-03 – receipt of final plat with signatures
2024-01-04 – final plat placed on the January 9, 2024 Commissioners Court agenda for consideration

Fiscal Impact

From/To	Acct No.	Description	Amount

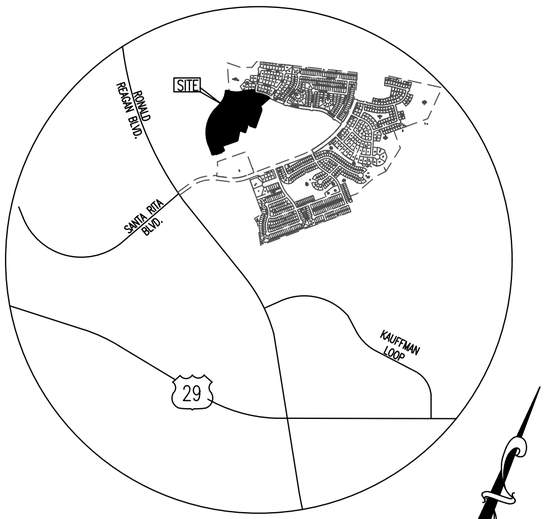
Attachments

final plat - Santa Rita Ranch Ph 5 Sec 4B

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	01/04/2024 11:12 AM
Form Started By: Adam Boatright		Started On: 01/04/2024 11:01 AM
Final Approval Date: 01/04/2024		

SANTA RITA RANCH PHASE 5, SECTION 4B
FINAL PLAT



VICINITY MAP
APPROX. SCALE:
1"=2000'

GRAPHIC SCALE

100 0 50 100 200

(IN FEET)
1 inch = 100 ft.

DATE: OCTOBER 26, 2023

OWNER:
SANTA RITA KC, LLC
1700 CROSS CREEK LANE, STE. 100
LIBERTY HILL, TX 78642

DEVELOPER:
SANTA RITA KC, LLC
1700 CROSS CREEK LANE, STE. 100
LIBERTY HILL, TX 78642

ENGINEER & SURVEYOR:
CARLSON, BRIGANCE & DOERING, INC.
5501 WEST WILLIAM CANNON DRIVE
AUSTIN, TEXAS 78749
(512) 280-5160 PHONE

TOTAL ACREAGE: 23.734 ACRES
SURVEY: GREENLEAF FISK SURVEY,
ABSTRACT NO. 5

F.E.M.A. MAP NO. 48491C0275E
WILLIAMSON COUNTY, TEXAS AND
INCORPORATED AREAS.
DATED: SEPTEMBER 26, 2008

TOTAL OF LOTS	115
SINGLE FAMILY LOTS:	112
O.S., L.S.E, & P.U.E. LOTS:	2
O.S., L.S.E, D.E. & P.U.E. LOTS:	1

ROAD TABLE

STREET NAMES	LINEAR FOOTAGE	R.O.W. WIDTH	PAVEMENT WIDTH	DESIGN SPEED	DESIGNATION	CLASSIFICATION
AMISTA DRIVE	1,485'	50' R.O.W.	33' FOC-FOC	25 M.P.H.	PUBLIC	LOCAL
ELIESE COVE	415'	50' R.O.W.	33' FOC-FOC	25 M.P.H.	PUBLIC	LOCAL
RETOZO COVE	328'	50' R.O.W.	33' FOC-FOC	25 M.P.H.	PUBLIC	LOCAL
RETOZO STREET	207'	50' R.O.W.	33' FOC-FOC	25 M.P.H.	PUBLIC	LOCAL
SINGING DOVE WAY	765'	50' R.O.W.	33' FOC-FOC	25 M.P.H.	PUBLIC	LOCAL
VENTURA DRIVE	571'	50' R.O.W.	33' FOC-FOC	25 M.P.H.	PUBLIC	LOCAL
TOTAL	3,771'					

LEGEND

- ● 1/2" IRON ROD FOUND WITH "CBD SETSTONE" CAP
- ○ 1/2" CAPPED IRON ROD SET WITH "CBD SETSTONE" CAP
- B.L. BUILDING SETBACK LINE
- L.S.E LANDSCAPE EASEMENT
- O.S. OPEN SPACE
- P.U.E. PUBLIC UTILITY EASEMENT
- O.P.R.W.C.TX. OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS
- 1 LOT NUMBER
- Ⓐ BLOCK DESIGNATION

K29 1941 INVESTMENTS, LP.
123.168 ACRES
DOC. NO. 2021170468
CORRECTED IN
DOC. NO.
2023022490

SANTA RITA RANCH PHASE 5, SECTION 4A DOC.NO. 202308207

SANTA RITA RANCH PHASE 5, SECTION 4A DOC.NO. 202308207

SANTA RITA RANCH PHASE 5, SECTION 3C DOC.NO. 2023052887

SANTA RITA RANCH PHASE 5, SECTION 3C DOC.NO. 2023052887

SANTA RITA RANCH PHASE 5, SECTION 3B DOC.NO. 2023052886

SANTA RITA RANCH PHASE 5, SECTION 3A DOC.NO. 2023052885

LIBERTY HILL ISD DOC. NO. 2022133195

MATCH LINE SHEET 2

AMISTA DRIVE (50' R.O.W.)
ELIESE COVE (50' R.O.W.)
RETOZO COVE (50' R.O.W.)
RETOZO ST. (50' R.O.W.)
SINGING DOVE WAY (50' R.O.W.)
VENTURA DRIVE (50' R.O.W.)
TIERRA ROSA BLVD. (64' R.O.W.)
SHADDUCK WAY (60' R.O.W.)
RANCHLAND PASS (50' R.O.W.)
ECHO PASS (50' R.O.W.)

POINT OF BEGINNING

SHEET NO. 1 OF 4

Carlson, Brigance & Doering, Inc.
FIRM ID #F3791 ◆ REG. # 10024900
Civil Engineering ◆ Surveying
5501 West William Cannon ◆ Austin, Texas 78749
Phone No. (512) 280-5160 ◆ Fax No. (512) 280-5165

J:\AC3D\5516\Survey\PLAT - SANTA RITA 5-4B

SANTA RITA RANCH PHASE 5, SECTION 4B
FINAL PLAT

Line Table		
Line #	Length	Direction
L1	50.00	N03°06'37"W
L2	185.84	N42°11'10"E
L3	119.50	S82°07'07"E
L4	50.00	N89°55'43"E
L5	104.47	N77°19'34"E
L6	46.56	S63°15'58"E
L7	59.74	S70°06'46"E
L8	56.14	S07°09'37"E
L9	120.00	N70°06'46"W
L10	50.00	N70°06'46"W
L11	50.00	S19°53'14"W
L12	63.16	S19°53'14"W
L13	142.23	N70°06'46"W
L14	117.58	S21°32'25"E
L15	50.00	S68°27'35"W
L16	120.62	S70°40'23"W
L17	115.67	S35°45'29"W
L18	106.29	S27°00'09"W
L19	106.29	S18°28'38"W
L20	21.10	S44°01'29"E
L21	75.00	S89°19'31"E
L22	16.26	S03°06'37"E
L23	25.00	N03°06'37"W
L24	77.01	S82°17'55"W
L25	20.46	N35°18'20"E

Line Table		
Line #	Length	Direction
L26	21.21	N66°32'25"W
L27	75.00	N68°27'35"E
L28	25.00	S21°32'25"E
L29	51.10	N63°15'58"W
L30	12.67	N86°52'34"E
L31	75.07	N75°28'52"W
L32	10.98	S47°48'50"E
L33	10.98	N47°48'50"W
L34	17.11	S55°20'55"E
L35	11.05	N55°20'55"W
L36	82.60	N70°06'46"W
L37	3.23	S42°11'10"W
L38	20.47	N57°49'03"W
L39	9.22	S00°04'17"E
L40	9.22	N00°04'17"W
L41	11.25	N19°53'14"E
L42	11.25	S19°53'14"W
L43	162.25	S19°05'19"W

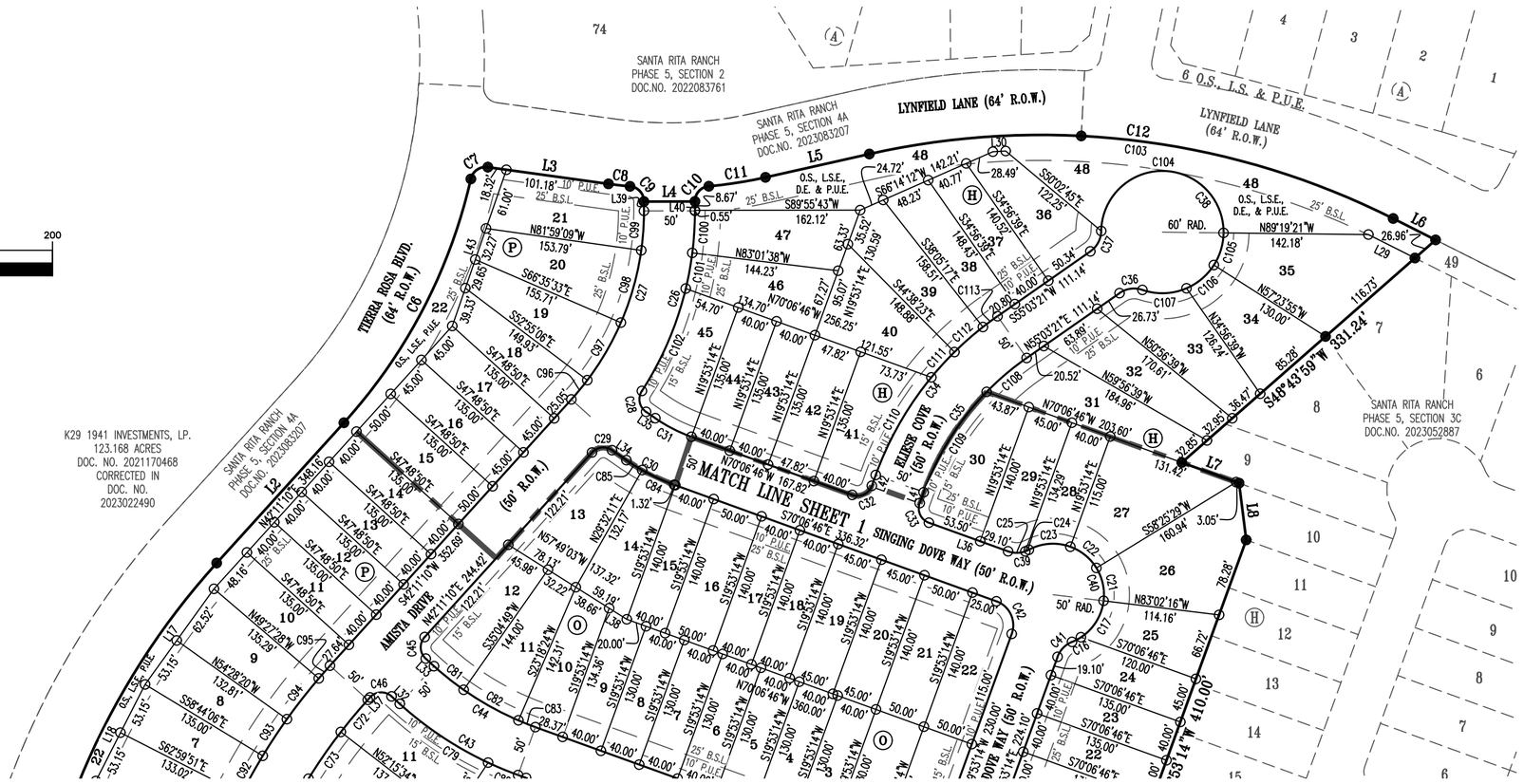
GRAPHIC SCALE

100 0 50 100 200

(IN FEET)
1 inch = 100 ft.

LEGEND

- ● 1/2" IRON ROD FOUND WITH "CBD SETSTONE" CAP
- ○ 1/2" CAPPED IRON ROD SET WITH "CBD SETSTONE" CAP
- B.L. BUILDING SETBACK LINE
- L.S.E LANDSCAPE EASEMENT
- O.S. OPEN SPACE
- P.U.E. PUBLIC UTILITY EASEMENT
- O.P.R.W.C.TX. OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS
- 1 LOT NUMBER
- Ⓐ BLOCK DESIGNATION



Curve Table						
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
C1	30.07	864.00	N20°32'35"W	30.07	15.04	1°59'39"
C2	193.95	730.00	N13°55'43"W	193.38	97.55	15°13'22"
C3	24.40	15.00	N40°17'10"E	21.80	15.86	93°12'25"
C4	24.40	15.00	N46°30'24"W	21.80	15.86	93°12'25"
C5	536.26	730.00	N21°08'29"E	524.28	280.88	42°05'22"
C6	272.76	532.00	N27°29'54"E	269.78	139.45	29°22'33"
C7	22.27	15.00	N55°20'45"E	20.28	13.76	85°04'15"
C8	21.25	432.00	S83°31'41"E	21.25	10.63	2°49'08"
C9	22.22	15.00	S42°30'16"E	20.24	13.71	84°51'58"
C10	22.22	15.00	N42°21'41"E	20.24	13.71	84°51'58"
C11	56.31	432.00	N81°03'37"E	56.27	28.19	7°28'06"
C12	528.23	768.00	S82°58'12"E	517.88	275.04	39°24'28"
C13	23.56	15.00	N25°06'46"W	21.21	15.00	90°00'00"
C14	23.56	15.00	S64°53'14"W	21.21	15.00	90°00'00"
C15	23.56	15.00	S25°06'46"E	21.21	15.00	90°00'00"
C16	9.88	50.00	S62°25'01"W	9.86	4.96	11°19'11"
C17	43.45	50.00	S31°51'35"W	42.10	23.21	49°47'41"
C18	56.90	725.00	S17°38'20"W	56.88	28.46	4°29'47"
C19	24.14	15.00	S24°33'59"W	21.62	15.59	92°12'48"
C20	23.50	15.00	N64°26'11"W	21.17	14.94	89°46'51"
C21	33.63	50.00	S12°18'23"E	33.00	17.48	38°32'15"
C22	33.63	50.00	S50°50'39"E	33.00	17.48	38°32'15"
C23	42.05	50.00	N85°47'32"E	40.82	22.36	48°11'23"
C24	3.79	25.00	N66°02'34"E	3.79	1.90	8°41'26"
C25	17.23	25.00	S89°51'45"E	16.90	8.98	39°29'57"

Curve Table						
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
C26	186.83	325.00	N16°23'49"E	184.27	96.08	32°56'14"
C27	202.82	275.00	N21°03'26"E	198.26	106.27	42°15'28"
C28	23.09	15.00	S11°14'30"E	20.88	14.54	88°12'51"
C29	21.59	15.00	S83°25'07"W	19.77	13.15	82°27'54"
C30	52.82	205.00	S62°43'51"E	52.68	26.56	14°45'51"
C31	39.94	155.00	S62°43'51"E	39.83	20.08	14°45'51"
C32	23.56	15.00	N64°53'14"E	21.21	15.00	90°00'00"
C33	23.56	15.00	S25°06'46"E	21.21	15.00	90°00'00"
C34	199.49	325.00	S37°28'17"W	196.37	103.00	35°10'07"
C35	168.80	275.00	S37°28'17"W	166.16	87.15	35°10'07"
C36	23.55	25.00	S82°02'24"W	22.69	12.73	53°58'05"
C37	23.55	25.00	N28°04'18"E	22.69	12.73	53°58'05"
C38	301.53	60.00	N34°56'39"W	70.59	43.64	287°56'10"
C39	21.03	25.00	N85°47'32"E	20.41	11.18	48°11'23"
C40	162.65	50.00	N25°06'46"W	99.85	897.21	186°22'46"
C41	21.03	25.00	S43°58'55"W	20.41	11.18	48°11'23"
C42	39.27	25.00	N25°06'46"W	35.36	25.00	90°00'00"
C43	136.22	350.00	S58°57'48"E	135.36	68.98	22°17'56"
C44	116.76	300.00	S58°57'48"E	116.02	59.13	22°17'56"
C45	23.56	15.00	S02°48'50"E	21.21	15.00	90°00'00"
C46	23.56	15.00	S87°11'10"W	21.21	15.00	90°00'00"
C47	377.80	530.00	S21°45'55"W	369.85	197.33	40°50'31"
C48	419.51	580.00	S21°27'55"W	410.43	219.41	41°26'31"
C49	24.73	15.00	S45°52'59"E	22.02	16.21	94°27'17"
C50	24.73	15.00	S39°39'44"W	22.02	16.21	94°27'17"

Curve Table						
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
C51	22.55	15.00	N50°02'16"W	20.49	14.02	86°08'43"
C52	22.55	15.00	N43°49'01"E	20.49	14.02	86°08'43"
C53	34.83	25.00	N53°11'39"W	32.08	20.92	79°49'56"
C54	272.89	60.00	N36°25'35"E	91.53	70.76	260°35'26"
C55	129.27	530.00	S14°33'09"E	128.95	64.96	13°58'31"
C56	147.54	580.00	S14°15'09"E	147.14	74.17	14°34'30"
C57	6.48	580.00	N21°13'13"W	6.48	3.24	0°38'23"
C58	43.15	580.00	N18°46'09"W	43.14	21.59	4°15'46"
C59	43.15	580.00	N14°30'23"W	43.14	21.59	4°15'46"
C60	54.77	580.00	N09°40'12"W	54.75	27.40	5°24'36"
C61	57.81	530.00	S10°41'22"E	57.78	28.93	6°14'57"
C62	55.88	530.00	S16°50'04"E	55.85	27.97	6°02'27"
C63	15.59	530.00	S20°41'51"E	15.59	7.79	1°41'07"
C64	22.75	60.00	S83°00'30"E	22.61	11.51	21°43'15"
C65	33.77	60.00	S56°01'31"E	33.32	17.34	32°14'43"
C66	33.77	60.00	S23°46'48"E	33.32	17.34	32°14'43"
C67	33.77	60.00	S08°27'55"W	33.32	17.34	32°14'43"
C68	33.77	60.00	S40°42'38"W	33.32	17.34	32°14'43"
C69	34.72	60.00	S73°24'44"W	34.24	17.86	33°09'29"
C70	52.80	60.00	N64°47'52"W	51.11	28.25	50°25'20"
C71	27.55	60.00	N26°25'56"W	27.31	14.02	26°18'30"
C72	41.12	530.00	S39°57'48"W	41.11	20.57	4°26'45"
C73	55.75	530.00	S34°43'37"W	55.72	27.90	6°01'37"
C74	55.75	530.00	S28°42'01"W	55.72	27.90	6°01'37"
C75	55.75	530.00	S22°40'24"W	55.72	27.90	6°01'37"

Curve Table						
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
C76	55.75	530.00	S16°38'47"W	55.72	27.90	6°01'37"
C77	55.75	530.00	S10°37'11"W	55.72	27.90	6°01'37"
C78	57.92	530.00	S04°28'31"W	57.89	28.99	6°15'43"
C79	104.42	350.00	N56°21'38"W	104.03	52.60	17°05'37"
C80	31.80	350.00	N67°30'36"W	31.79	15.91	5°12'20"
C81	37.21	300.00	S51°22'00"E	37.18	18.63	7°06'21"
C82	61.65	300.00	S60°48'24"E	61.54	30.93	11°46'25"
C83	17.90	300.00	S68°24'11"E	17.90	8.95	3°25'10"
C84	34.52	205.00	N65°17'17"W	34.48	17.30	9°38'57"
C85	18.30	205.00	N57°54'22"W	18.29	9.16	5°06'53"
C86	42.45	580.00	N02°50'27"E	42.44	21.23	4°11'35"
C87	43.15	580.00	N07°04'08"E	43.14	21.59	4°15'46"
C88	50.76	580.00	N11°42'26"E	50.74	25.40	5°00'52"
C89	43.15	580.00	N16°20'45"E	43.14	21.59	4°15'46"
C90	43.15	580.00	N20°36'30"E	43.14	21.59	4°15'46"
C91	43.15	580.00	N24°52'16"E	43.14	21.59	4°15'46"
C92	43.15	580.00	N29°08'02"E	43.14	21.59	4°15'46"
C93	43.15	580.00	N33°23'47"E	43.14	21.59	4°15'46"
C94	50.76	580.00	N38°02'06"E	50.74	25.40	5°00'52"
C95	16.64	580.00	N41°21'51"E	16.64	8.32	1°38'39"
C96	24.50	275.00	N39°38'02"E	24.49	12.26	5°06'16"
C97	65.63	275.00	N30°14'41"E	65.48	32.97	13°40'27"
C98	73.88	275.00	N15°42'39"E	73.66	37.17	15°23'36"
C99	38.81	275.00	N03°58'17"E	38.78	19.44	8°05'09"
C100	41.40	325.00	S03°34'39"W	41.37	20.73	7°17'53"

Curve Table						
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
C101	35.54	325.00	S10°21'32"W	35.52	17.79	6°15'54"
C102	109.90	325.00	S23°10'43"W	109.37	55.48	19°22'26"
C103	528.23	768.00	N82°58'12"W	517.88	275.04	39°24'28"
C104	188.07	60.00	S89°07'03"E	120.00	16755.71	179°35'23"
C105	33.43	60.00	S16°38'22"W	33.00	17.16	31°55'27"
C106	35.79	60.00	S49°41'21"W	35.26	18.44	34°10'32"
C107	44.24	60.00	S87°54'02"W	43.25	23.18	42°14'49"
C108	51.53	275.00	S49°41'16"W	51.45	25.84	10°44'10"
C109	117.27	275.00	S32°06'12"W	116.38	59.54	24°25'57"
C110	110.88	325.00	N29°39'41"E	110.35	55.99	19°32'54"
C111	33.61	325.00	N42°23'52"E	33.59	16.82	5°55'30"
C112	37.16	325.00	N48°38'10"E	37.14	18.60	6°33'06"
C113	17.83	325.00	N53°29'02"E	17.83	8.92	3°08'38"

SHEET NO. 2 OF 4

Carlson, Brigance & Doering, Inc.
FIRM ID #F3791 ◆ REG. # 10024900
Civil Engineering ◆ Surveying
5501 West William Cannon ◆ Austin, Texas 78749
Phone No. (512) 280-5160 ◆ Fax No. (512) 280-5165

J:\AC3D\5516\Survey\PLAT – SANTA RITA 5-4B

SANTA RITA RANCH PHASE 5, SECTION 4B
FINAL PLAT

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. ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS.

DRAINAGE AND FLOODPLAIN:

1. EXCEPT IN CERTAIN ISOLATED AREAS REQUIRED TO MEET ACCESSIBILITY REQUIREMENTS, THE MINIMUM LOWEST FINISHED FLOOR ELEVATION SHALL BE ONE FOOT HIGHER THAN THE HIGHEST SPOT ELEVATION THAT IS LOCATED WITHIN FIVE FEET OUTSIDE THE PERIMETER OF THE BUILDING, OR ONE FOOT ABOVE THE BFE, WHICHEVER IS HIGHER.
2. A DE FACTO CERTIFICATE OF COMPLIANCE IS HEREBY ISSUED FOR ALL LOTS WITHIN THIS SUBDIVISION. THIS CERTIFICATE IS VALID UNTIL SUCH TIME AS FEMA REVISES OR NEWLY ADOPTS FLOODPLAIN BOUNDARIES IN THIS AREA.
3. THIS SUBDIVISION IS SUBJECT TO STORM-WATER MANAGEMENT CONTROLS AS REQUIRED BY WILLIAMSON COUNTY SUBDIVISION REGULATIONS, SECTION B11.1, ON NEW DEVELOPMENT THAT WOULD EVOKE SUCH CONTROLS BEYOND EXISTING CONDITIONS.
4. MAINTENANCE RESPONSIBILITY OF 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.

WATER AND WASTEWATER:

1. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTION IS MADE TO AN APPROVED PUBLIC SEWER SYSTEM.
2. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL WATER SATISFACTORY FOR HUMAN CONSUMPTION IS AVAILABLE FROM A SOURCE IN ADEQUATE AND SUFFICIENT SUPPLY.
3. WATER SERVICE IS PROVIDED BY: WILLIAMSON COUNTY MUD 19F/ GEORGETOWN UTILITY SYSTEMS
4. WASTEWATER SERVICE IS PROVIDED BY: WILLIAMSON COUNTY MUD 19F/CITY OF LIBERTY HILL
5. ELECTRIC SERVICE IS PROVIDED BY: PEC

ROADWAY AND RIGHT-OF-WAY:

1. IN APPROVING THIS PLAT BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS, IT IS UNDERSTOOD THAT THE BUILDING OF ALL ROADS, AND OTHER PUBLIC THOROUGHFARES AND ANY BRIDGES OR CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IS THE RESPONSIBILITY OF THE OWNER(S) OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS. SAID COMMISSIONERS COURT ASSUMES NO OBLIGATION TO BUILD ANY OF THE ROADS, OR PUBLIC THOROUGHFARES SHOWN ON THIS PLAT, OR OF CONSTRUCTING ANY OF THE BRIDGES OR DRAINAGE IMPROVEMENTS IN CONNECTION THEREWITH. THE COUNTY WILL ASSUME NO RESPONSIBILITY FOR DRAINAGE WAYS OR EASEMENTS IN THE SUBDIVISION, OTHER THAN THOSE DRAINING OR PROTECTING THE ROAD SYSTEM.
2. SIDEWALKS SHALL BE MAINTAINED BY THE HOMEOWNERS' ASSOCIATION.
3. DRIVEWAY ACCESS TO LOTS WITHIN THIS SUBDIVISION FROM SIDE STREETS IS PROHIBITED.
4. IMPROVEMENTS WITHIN THE COUNTY ROAD RIGHT-OF-WAY INCLUDING, BUT NOT LIMITED TO LANDSCAPING, IRRIGATION, LIGHTING, CUSTOM SIGNS, ARE PROHIBITED WITHOUT FIRST OBTAINING AN EXECUTED LICENSE AGREEMENT WITH WILLIAMSON COUNTY.
5. NO CONSTRUCTION, PLANTING OR GRADING SHALL BE PERMITTED TO INTERFERE WITH SIGHT EASEMENTS BETWEEN THE HEIGHTS OF THREE AND EIGHT FEET AS MEASURED FROM THE CROWNS OF THE ADJACENT STREETS.
6. THE OWNER SHALL CREATE A MANDATORY HOMEOWNERS' ASSOCIATION THAT SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND LIABILITY OF ANY LANDSCAPING, IRRIGATION, SIDEWALKS, ILLUMINATION, SUBDIVISION IDENTIFICATION SIGNS, WATER QUALITY FEATURES, ETC. PLACED WITHIN THE WILLIAMSON COUNTY RIGHT-OF-WAY. THIS ASSOCIATION SHALL HAVE ASSESSMENT AUTHORITY TO ENSURE THE PROPER FUNDING FOR MAINTENANCE.
7. A PUBLIC UTILITY EASEMENT 10 FEET WIDE IS HEREBY DEDICATED ADJACENT TO ALL STREET RIGHT-OF-WAY.

METES AND BOUNDS

BEING A 23.734 ACRE TRACT OF LAND SITUATED IN THE GREENLEAF FISK SURVEY, ABSTRACT NUMBER 5, WILLIAMSON COUNTY, TEXAS, BEING OF A PORTION OF A CALLED 146.160 ACRE TRACT OF LAND CONVEYED TO SANTA RITA KC, LLC, BY DEED RECORDED IN DOCUMENT NUMBER 2021157281, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, SAID 23.734 ACRE TRACT OF LAND BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, AT A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE" AT THE INTERSECTION OF THE EAST RIGHT-OF-WAY LINE OF TIERRA ROSA BOULEVARD (64' R.O.W) AND THE NORTH RIGHT-OF-WAY LINE OF SHADDUCK WAY (50' R.O.W.), BEING ON THE NORTH LINE OF SANTA RITA RANCH PHASE 5, SECTION 3A, A SUBDIVISION RECORDED IN DOCUMENT NUMBER 2023052885, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, SAME BEING AT THE SOUTHEAST CORNER OF SANTA RITA RANCH PHASE 5, SECTION 4A, A SUBDIVISION RECORDED IN DOCUMENT NUMBER 2023083207, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, ALSO BEING AT THE BEGINNING OF A CURVE TO THE LEFT, FOR THE SOUTHWEST CORNER AND THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT OF LAND,

THENCE, OVER AND ACROSS SAID 146.160 ACRE TRACT OF LAND, WITH THE EAST LINE OF SAID SANTA RITA RANCH PHASE 5, SECTION 4A, AND THE EAST LINE OF SAID TIERRA ROSA BOULEVARD, THE FOLLOWING TEN (10) COURSES AND DISTANCES, NUMBERED 1 THROUGH 10,

1) ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 864.00 FEET, AN ARC LENGTH OF 30.07 FEET, AND A CHORD THAT BEARS N20°32'35"W, A DISTANCE OF 30.07 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE" FOR CORNER,
2) N21°32'25"W, A DISTANCE OF 203.78 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE" FOR CORNER, BEING AT THE BEGINNING OF A CURVE TO THE RIGHT,
3) ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 730.00 FEET, AN ARC LENGTH OF 193.95 FEET, AND A CHORD THAT BEARS N13°55'43"W, A DISTANCE OF 193.38 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE" FOR CORNER, BEING AT THE BEGINNING OF A CURVE TO THE RIGHT,
4) ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 15.00 FEET, AN ARC LENGTH OF 24.40 FEET, AND A CHORD THAT BEARS N40°17'10"E, A DISTANCE OF 21.80 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE" FOR CORNER,
5) N03°06'37"W, A DISTANCE OF 50.00 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE" FOR CORNER, BEING AT THE BEGINNING OF A CURVE TO THE RIGHT,
6) ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 15.00 FEET, AN ARC LENGTH OF 24.40 FEET, AND A CHORD THAT BEARS N46°30'24"W, A DISTANCE OF 21.80 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE" FOR CORNER,
7) ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 730.00 FEET, AN ARC LENGTH OF 536.26 FEET, AND A CHORD THAT BEARS N21°08'29"E, A DISTANCE OF 524.28 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE" FOR CORNER,
8) N42°11'10"E, A DISTANCE OF 185.84 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE" FOR CORNER, BEING AT THE BEGINNING OF A CURVE TO THE LEFT, AND
9) ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 532.00 FEET, AN ARC LENGTH OF 272.76 FEET, AND A CHORD THAT BEARS N27°29'54"E, A DISTANCE OF 269.78 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER, BEING AT THE BEGINNING OF A CURVE TO THE RIGHT, AND
10) ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 15.00 FEET, AN ARC LENGTH OF 22.27 FEET, AND A CHORD THAT BEARS N55°20'45"E, A DISTANCE OF 20.28 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE" AT THE INTERSECTION OF THE EAST RIGHT-OF-WAY LINE OF SAID TIERRA ROSA BOULEVARD, AND THE SOUTH RIGHT-OF-WAY LINE OF LYNFIELD LANE (64' R.O.W.), FOR THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND,

THENCE, CONTINUING OVER AND ACROSS SAID 146.160 ACRE TRACT OF LAND, WITH THE SOUTH LINE OF SAID SANTA RITA RANCH PHASE 5, SECTION 4A, AND THE SOUTH LINE OF SAID LYNFIELD LANE, THE FOLLOWING NINE (9) COURSES AND DISTANCES, NUMBERED 1 THROUGH 9,

1) S82°07'07"E, A DISTANCE OF 119.50 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE" FOR CORNER, BEING AT THE BEGINNING OF A CURVE TO THE LEFT,
2) ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 432.00 FEET, AN ARC LENGTH OF 21.25 FEET, AND A CHORD THAT BEARS S83°31'41"E, A DISTANCE OF 21.25 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE" FOR CORNER, BEING AT THE BEGINNING OF A CURVE TO THE RIGHT,
3) ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 15.00 FEET, AN ARC LENGTH OF 22.22 FEET, AND A CHORD THAT BEARS N42°30'16"E, A DISTANCE OF 20.24 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE" FOR CORNER,
4) N89°55'43"E, A DISTANCE OF 50.00 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE" FOR CORNER, BEING AT THE BEGINNING OF A CURVE TO THE RIGHT,
5) ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 15.00 FEET, AN ARC LENGTH OF 22.22 FEET, AND A CHORD THAT BEARS N42°21'41"E, A DISTANCE OF 20.24 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE" FOR CORNER, BEING AT THE BEGINNING OF A CURVE TO THE LEFT,
6) ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 432.00 FEET, AN ARC LENGTH OF 56.31 FEET, AND A CHORD THAT BEARS N81°03'37"E, A DISTANCE OF 56.27 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE" FOR CORNER,
7) N77°19'34"E, A DISTANCE OF 104.47 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE" FOR CORNER, BEING AT THE BEGINNING OF A CURVE TO THE RIGHT,
8) ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 768.00 FEET, AN ARC LENGTH OF 528.23 FEET, AND A CHORD THAT BEARS S82°58'12"E, A DISTANCE OF 517.88 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE" FOR CORNER, AND
9) S63°15'58"E, A DISTANCE OF 46.56 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE" AT THE NORTHWEST CORNER OF LOT 49, BLOCK H, SANTA RITA RANCH PHASE 5, SECTION 3C, A SUBDIVISION RECORDED IN DOCUMENT NUMBER 2023052887, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, FOR THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND,

THENCE, CONTINUING OVER AND ACROSS SAID 146.160 ACRE TRACT, WITH THE WEST LINE OF SAID SANTA RITA RANCH PHASE 5, SECTION 3C, THE FOLLOWING FOUR (4) COURSES AND DISTANCES, NUMBERED 1 THROUGH 4,

1) S48°43'59"W, A DISTANCE OF 331.24 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE" FOR CORNER,
2) S70°06'46"E, A DISTANCE OF 59.74 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE" FOR CORNER,
3) S07°09'37"E, A DISTANCE OF 56.14 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE" FOR CORNER, AND
4) S19°53'14"W, A DISTANCE OF 410.00 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE" AT THE SOUTHWEST CORNER OF LOT 18, BLOCK H, SAID SANTA RITA RANCH PHASE 5, SECTION 3C, BEING ON THE NORTH LINE OF VENTURA DRIVE (50' R.O.W.), SAME BEING AT THE NORTHEAST CORNER OF SANTA RITA RANCH PHASE 5, SECTION 3B, A SUBDIVISION RECORDED IN DOCUMENT NUMBER 2023052886, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS,

THENCE, ALONG THE NORTH AND WEST LINES OF SAID SANTA RITA RANCH PHASE 5, SECTION 3B, THE FOLLOWING TEN (10) COURSES AND DISTANCES, NUMBERED 1 THROUGH 10,

1) N70°06'46"W, A DISTANCE OF 120.00 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE" FOR CORNER, BEING AT THE BEGINNING OF A CURVE TO THE RIGHT,
2) ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 15.00 FEET, AN ARC LENGTH OF 23.56 FEET, AND A CHORD THAT BEARS N25°06'46"W, A DISTANCE OF 21.21 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE" FOR CORNER,
3) N70°06'46"W, A DISTANCE OF 50.00 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE" FOR CORNER, BEING AT THE BEGINNING OF A CURVE TO THE RIGHT,
4) ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 15.00 FEET, AN ARC LENGTH OF 23.56 FEET, AND A CHORD THAT BEARS S64°53'14"W, A DISTANCE OF 21.21 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE" FOR CORNER,
5) S19°53'14"W, A DISTANCE OF 50.00 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE" FOR CORNER, BEING AT THE BEGINNING OF A CURVE TO THE RIGHT,
6) ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 15.00 FEET, AN ARC LENGTH OF 23.56 FEET, AND A CHORD THAT BEARS S25°06'46"E, A DISTANCE OF 21.21 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE" FOR CORNER,
7) S19°53'14"W, A DISTANCE OF 63.16 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE" FOR CORNER, BEING AT THE BEGINNING OF A CURVE TO THE LEFT,
8) ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 725.00 FEET, AN ARC LENGTH OF 56.90 FEET, AND A CHORD THAT BEARS S17°38'20"W, A DISTANCE OF 56.88 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE" FOR CORNER,
9) N70°06'46"W, A DISTANCE OF 142.23 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE" FOR CORNER, AND
10) S11°51'53"W, A DISTANCE OF 251.35 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE" ON THE WEST LINE OF LOT 43, BLOCK R, SAID SANTA RITA RANCH PHASE 5, SECTION 3B, BEING AT THE NORTHEAST CORNER OF LOT 40, BLOCK R, SANTA RITA RANCH PHASE 5, SECTION 3A, A SUBDIVISION RECORDED IN DOCUMENT NUMBER 2023052885, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS,

THENCE, WITH THE NORTH LINE OF SAID SANTA RITA RANCH PHASE 5, SECTION 3A, THE FOLLOWING SEVEN (7) COURSES AND DISTANCES, NUMBERED 1 THROUGH 7,

1) S70°40'23"W, A DISTANCE OF 379.29 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE" FOR CORNER,
2) S21°32'25"E, A DISTANCE OF 117.58 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE" FOR CORNER,
3) S68°27'35"W, A DISTANCE OF 50.00 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE" FOR CORNER, BEING AT THE BEGINNING OF A CURVE TO THE RIGHT,
4) ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 15.00 FEET, AN ARC LENGTH OF 24.14 FEET, AND A CHORD THAT BEARS S24°33'59"W, A DISTANCE OF 21.62 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE" FOR CORNER,
5) S70°40'23"W, A DISTANCE OF 120.62 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE" FOR CORNER, BEING AT THE BEGINNING OF A CURVE TO THE RIGHT,
6) ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 15.00 FEET, AN ARC LENGTH OF 23.50 FEET, AND A CHORD THAT BEARS N64°26'11"W, A DISTANCE OF 21.17 FEET TO THE POINT OF BEGINNING, AND CONTAINING 23.734 ACRES OF LAND.

Carlson, Brigance & Doering, Inc.
FIRM ID #F3791 ◆ REG. # 10024900
Civil Engineering ◆ Surveying
5501 West William Cannon ◆ Austin, Texas 78749
Phone No. (512) 280-5160 ◆ Fax No. (512) 280-5165

J:\AC3D\5516\Survey\PLAT - SANTA RITA 5-4B

SANTA RITA RANCH PHASE 5, SECTION 4B
FINAL PLAT

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS;
COUNTY OF WILLIAMSON §

I, JAMES EDWARD HORNE, VICE PRESIDENT, SANTA RITA KC, LLC. OWNER OF THAT CERTAIN CALLED 146.160 ACRE TRACT OF LAND CONVEYED IN DOCUMENT NUMBER 2021157281, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, SITUATED IN THE GREENLEAF FISK SURVEY, ABSTRACT NUMBER 5, WILLIAMSON COUNTY, TEXAS, AS SHOWN HEREON, AND DO HEREBY SUBDIVIDE SAID 23.734 ACRE 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,

"SANTA RITA RANCH PHASE 5, SECTION 4B FINAL PLAT"

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 4 DAY OF December, 20 23.

SANTA RITA KC, LLC.
A TEXAS LIMITED PARTNERSHIP

BY: MREM TEXAS MANAGER, LLC,
A DELAWARE LIMITED LIABILITY COMPANY, ITS MANAGER

BY: _____
JAMES EDWARD HORNE, VICE PRESIDENT
1700 CROSS CREEK LANE, STE. 100
LIBERTY HILL, TX 78642

STATE OF TEXAS §

COUNTY OF WILLIAMSON §

BEFORE ME THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED JAMES EDWARD HORNE, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT OF WRITING, AND HE ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

WITNESS MY HAND AND SEAL OF OFFICE, THIS THE 4 DAY OF December, 20 23 A.D.

Ashley Cuellar Sousa
NOTARY PUBLIC IN AND FOR WILLIAMSON COUNTY, TEXAS

ASHLEY CUELLAR
Notary Public, State
My Commission
May 16, 2
NOTARY ID 13

ASHLEY CUELLAR SOUSA
Notary Public, State of Texas
My Commission Expires
May 16, 2026
NOTARY ID 13376154-3

CONSENT OF MORTGAGEE

THE UNDERSIGNED, BEING THE SOLE OWNER AND HOLDER OF TWO DEED OF TRUST LIENS SECURED BY THE PROPERTY, THE FIRST DATED OCTOBER 31, 2013 RECORDED AS DOCUMENT NO. 2013103003 IN THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SECURING A NOTE OF EVEN DATE THEREWITH, AND THE SECOND DATED JANUARY 31, 2018 RECORDED AS DOCUMENT NO. 2018009177, SECURING A NOTE OF EVEN DATE THEREWITH, EXECUTES THIS DECLARATION SOLELY FOR THE PURPOSES OF EVIDENCING ITS CONSENT TO THE TERMS AND PROVISIONS HEREOF.

INTERNATIONAL BANK OF COMMERCE,
A TEXAS BANKING ASSOCIATION

BY: _____
PRINTED NAME: Jason Rangel
TITLE: Senior Vice President

STATE OF TEXAS
COUNTY OF Travis

BEFORE ME ON THIS DAY PERSONALLY APPEARED Jason Rangel, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 5 DAY OF December, A.D., 2023.

BY: Araceli Hernández
NOTARY PUBLIC, STATE OF TEXAS

ARACELI HERNANDEZ
Notary Public, State of Texas
Commission Expires 06-02-2024
Notary ID 126285188

PRINTED NAME: Araceli Hernández

MY COMMISSION EXPIRES 6-2-2024

THE CITY OF LIBERTY HILL, TEXAS ACKNOWLEDGES RECEIPT OF THIS PLAT FOR REVIEW AND/OR APPROVAL IN CONJUNCTION WITH PLANNING PURPOSES AND PAYMENT OF APPLICABLE FEES FOR THE PROVISION OF WATER AND/OR WASTEWATER SERVICES.

_____
PAUL BRANDENBURG, CITY MANAGER
CITY OF LIBERTY HILL, TEXAS

12/22/2023
DATE

ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS THE 4th DAY OF December, 2023 A.D.

Teresa Baker
WILLIAMSON COUNTY ADDRESSING COORDINATOR
WILLIAMSON COUNTY, TEXAS

Teresa Baker
PRINTED NAME

STATE OF TEXAS:

COUNTY OF TRAVIS:

NO PORTION OF THIS TRACT IS WITHIN THE 100 YEAR FLOOD PLAIN AS SHOWN ON FLOOD INSURANCE RATE COMMUNITY PANEL #48491C0275E, EFFECTIVE SEPTEMBER 26, 2008 FOR WILLIAMSON COUNTY, TEXAS.

I, STEVEN P. CATES, P.E., AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS, TO PRACTICE THE PROFESSION OF ENGINEERING, AND HEREBY CERTIFY THAT THIS SUBDIVISION PLAT COMPLIES WITH THE REQUIREMENTS OF WILLIAMSON COUNTY.

ENGINEERING BY: _____ 12/1/2023
STEVEN P. CATES, P.E. NO. 93648 DATE
CARLSON, BRIGANCE & DOERING, INC.
5501 WEST WILLIAM CANNON DRIVE,
AUSTIN, TEXAS 78749

STATE OF TEXAS
STEVEN P. CATES
93648
LICENSED
PROFESSIONAL ENGINEER

CARLSON, BRIGANCE, & DOERING, INC.
ID # F3791

THIS FLOOD STATEMENT, AS DETERMINED BY A H.U.D.-F.I.A. FLOOD INSURANCE RATE MAP, DOES NOT IMPLY THAT THE PROPERTY OR THE IMPROVEMENTS THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. ON RARE OCCASIONS, GREATER FLOODS CAN AND WILL OCCUR, AND FLOOD HEIGHTS MAY INCREASE BY MAN-MADE OR NATURAL CAUSES.

THIS STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF ENGINEER OR SURVEYOR.

STATE OF TEXAS:

COUNTY OF TRAVIS:

I, AARON V. THOMASON, R.P.L.S., AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS, TO PRACTICE THE PROFESSION OF SURVEYING, AND HEREBY CERTIFY THAT THIS SUBDIVISION PLAT COMPLIES WITH THE WILLIAMSON COUNTY SUBDIVISION ORDINANCE. ALL EASEMENTS OF RECORD ARE SHOWN OR NOTED ON THE PLAT.

SURVEYED BY: _____ 15DEC2023
AARON V. THOMASON, R.P.L.S. NO. 6214 DATE
CARLSON, BRIGANCE & DOERING, INC.
5501 WEST WILLIAM CANNON DRIVE,
AUSTIN, TEXAS 78749
aaron@cbdeng.com

STATE OF TEXAS OF REGISTERED
AARON V. THOMASON
6214
PROFESSIONAL LAND SURVEYOR

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS;
COUNTY OF WILLIAMSON §

STATE OF TEXAS
COUNTY OF WILLIAMSON

KNOW ALL MEN BY THESE PRESENTS;

I, BILL GRAVELL JR., COUNTY JUDGE OF WILLIAMSON COUNTY, TEXAS, DO HEREBY CERTIFY THAT THIS MAP OR PLAT, WITH FIELD NOTES HEREON, FOR A SUBDIVISION HAVING BEEN FULLY PRESENTED TO THE 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 GRAVELL JR., COUNTY JUDGE DATE
WILLIAMSON COUNTY, TEXAS

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 INSTRUMENT NO. _____.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT THE COUNTY COURT OF SAID COUNTY, AT MY OFFICE IN GEORGETOWN, TEXAS, THE DATE LAST SHOWN ABOVE WRITTEN.

NANCY RISTER, CLERK COUNTY COURT
OF WILLIAMSON COUNTY, TEXAS

BY: _____, DEPUTY

SHEET NO. 4 OF 4

Carlson, Brigance & Doering, Inc.
FIRM ID #F3791 ◆ REG. # 10024900
Civil Engineering ◆ Surveying
5501 West William Cannon ◆ Austin, Texas 78749
Phone No. (512) 280-5160 ◆ Fax No. (512) 280-5165

J:\AC3D\5516\Survey\PLAT - SANTA RITA 5-4B

Commissioners Court - Regular Session **36.**

Meeting Date: 01/09/2024

Final plat for the Trine 207 subdivision – Pct 2

Submitted For: Robert Daigh **Submitted By:** Adam Boatright, Infrastructure

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approval of the final plat for the Trine 207 subdivision – Precinct 2.

Background

This subdivision consists of 2 lots and no new roads. It meets the requirements of a minor plat as defined in the subdivision regulations.

Timeline

2023-06-29 – initial submittal of final plat application
2023-07-13 – 1st review complete with comments
2023-11-09 – 2nd submittal of final plat
2023-11-24 – 2nd review complete with comments
2023-12-01 – 3rd submittal of final plat
2023-12-15 – 3rd review complete with comments
2023-12-22 – 4th submittal of final plat
2023-12-22 – 4th review complete with comments clear
2023-12-28 – receipt of final plat with signatures
2024-01-04 – final plat placed on the January 9, 2024 Commissioners Court agenda for consideration

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

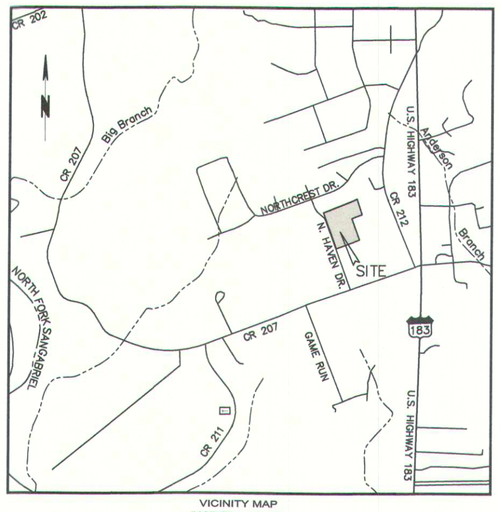
final (minor) plat - Trine 207

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	01/04/2024 11:32 AM
Form Started By: Adam Boatright		Started On: 01/04/2024 11:08 AM
Final Approval Date: 01/04/2024		

MINOR PLAT OF TRINE 207

BEING A MINOR PLAT CONSISTING OF 10.011 ACRES OF LAND TO CREATE TWO LOTS, BEING SITUATED IN THE W.O. STUBBLEFIELD SURVEY, ABSTRACT NO. 842, WILLIAMSON COUNTY, TEXAS, AND BEING A REMNANT PORTION OF THE CALLED 44.294 ACRE TRACT OF LAND CONVEYED TO TRINE CR 207, LLC, RECORDED IN DOCUMENT NO. 2020137507 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.



VICINITY MAP
(NOT TO SCALE)

SUBMITTAL DATE: JUNE 29, 2023

ENGINEER: LJA ENGINEERING
2700 LA FRONTERA BLVD, SUITE 150
ROUND ROCK, TX 78681
(512) 767-7300
whoysa@lja.com

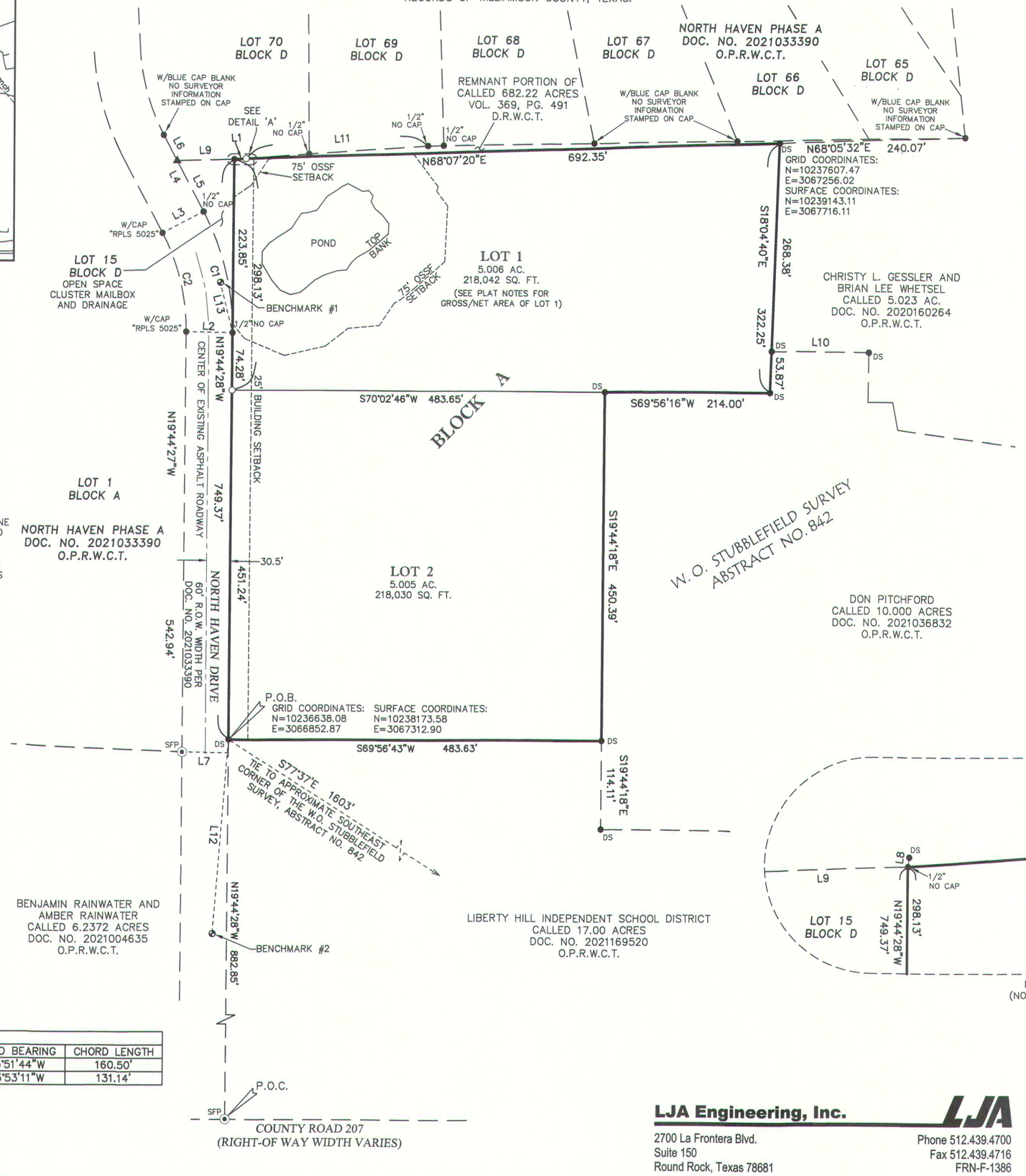
SURVEYOR: DIAMOND SURVEYING, INC.
116 SKYLINE RD.
GEORGETOWN, TX 78628
(512) 931-3100
shane@DiamondSurveying.com

PROPERTY OWNER: TRINE CR 207, LLC
181 MERCURY COVE
LEANDER, TX 78641
(512) 751-0505
johnavery@pioneerdevelopment.net

BEARING BASIS: NAD-83, TEXAS CENTRAL ZONE (4203), STATE PLANE SYSTEM. DISTANCES SHOWN HEREON ARE SURFACE DISTANCES BASED ON A COMBINED SURFACE ADJUSTMENT FACTOR OF 1.00015.

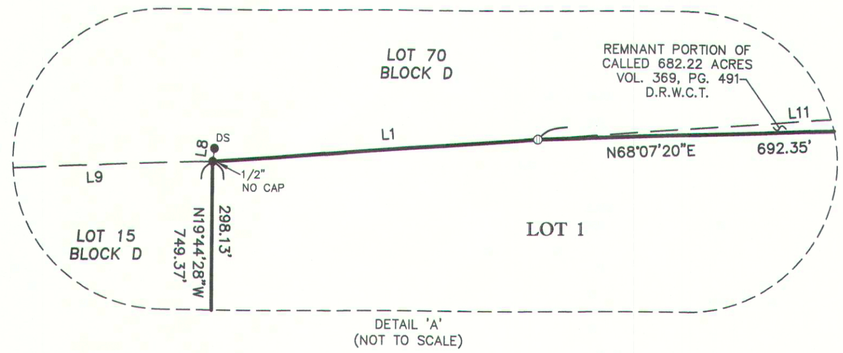
BENCHMARK #1: PK NAIL SET ON SOUTHWEST CORNER OF CONCRETE DRAINAGE STRUCTURE AROUND THREE 18" CORRUGATED METAL PIPES CROSSING UNDER NORTH HAVEN DRIVE.
ELEVATION=990.38'
VERTICAL DATUM: NAVD-88 (GEOID 2012A)

BENCHMARK #2: PK NAIL SET IN CONCRETE RIBBON CURB ON EAST SIDE OF NORTH HAVEN DRIVE, APPROXIMATELY 632 FEET NORTH OF THE INTERSECTION OF NORTH HAVEN DRIVE AND COUNTY ROAD 207.
ELEVATION=1003.13'
VERTICAL DATUM: NAVD-88 (GEOID 2012A)

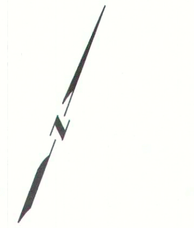


LINE TABLE		
LINE	BEARING	DISTANCE
L1	N65°51'14"E	15.18'
L2	S70°21'04"W	60.03'
L3	S42°02'54"W	60.06'
L4	N47°51'45"W	111.43'
L5	N47°51'45"W	74.07'
L6	N47°51'45"W	37.36'
L7	S70°15'32"W	60.04'
L8	N12°13'22"W	0.61'
L9	S68°02'22"W	74.13'
L10	N70°48'22"E	125.83'
L11	N65°51'14"E	236.96'
L12	S15°30'42"E	251.58'
L13	N34°00'26"W	66.60'

CURVE TABLE					
CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	330.00'	162.13'	28°08'56"	N33°51'44"W	160.50'
C2	270.00'	132.46'	28°06'36"	N33°53'11"W	131.14'



DETAIL 'A'
(NOT TO SCALE)



GRAPHIC SCALE

100 0 50 100 200

(IN FEET)
1 inch = 100 ft.

LEGEND

●	IRON ROD FOUND
● DS	IRON ROD FOUND WITH CAP MARKED "DIAMOND SURVEYING"
SFP	STEEL FENCE POST FOUND
▲	PK NAIL FOUND IN CONCRETE
○	IRON ROD SET WITH CAP MARKED "DIAMOND SURVEYING"
⊗	BENCHMARK
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
D.R.W.C.T.	DEED RECORDS OF WILLIAMSON COUNTY, TEXAS

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(512) 931-3100
T.B.P.E.L.S. FIRM NO. 10006900

MINOR PLAT OF TRINE 207

BEING A MINOR PLAT CONSISTING OF 10.011 ACRES OF LAND TO CREATE TWO LOTS, BEING SITUATED IN THE W.O. STUBBLEFIELD SURVEY, ABSTRACT NO. 842, WILLIAMSON COUNTY, TEXAS, AND BEING A REMNANT PORTION OF THE CALLED 44.294 ACRE TRACT OF LAND CONVEYED TO TRINE CR 207, LLC, RECORDED IN DOCUMENT NO. 2020137507 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

METES AND BOUNDS DESCRIPTION

FOR A 10.011 ACRE TRACT OF LAND, SITUATED IN THE W.O. STUBBLEFIELD SURVEY. ABSTRACT NO. 842, IN WILLIAMSON COUNTY, TEXAS, BEING A REMNANT PORTION OF THE CALLED 44.294 ACRE TRACT OF LAND, CONVEYED TO TRINE CR 207, LLC, RECORDED IN DOCUMENT NO. 2020137507, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. SAID 10.011 ACRE TRACT OF LAND BEING SURVEYED ON THE GROUND BY DIAMOND SURVEYING DURING THE MONTH OF APRIL, 2023 AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a steel fence post found on the southwest corner of the called 17.00 acre tract of land conveyed to Liberty Hill Independent School District, recorded in Document No. 2021169520 of the Official Public Records of Williamson County, Texas, same being on the southeast corner of North Haven Drive (60' right-of-way width) as shown on North Haven Phase A, a subdivision recorded in Document No. 2021033390, Official Public Records of Williamson County, Texas, same being on a point in the north right-of-way line of County Road 207 (right-of-way width varies);

THENCE, N 19°44'28" W with the west boundary line of said 17.00 acre Liberty Hill School District tract, same being with the east right-of-way line of said North Haven Drive, for a distance of 882.85 feet to a 1/2" iron rod found with cap marked "Diamond Surveying" monumenting the southwest corner of said remnant portion of the 44.294 acre Trine CR 207, LLC tract, same being the northwest corner of said 17.00 acre Liberty Hill Independent School District tract, for the southwest corner and POINT OF BEGINNING hereof;

THENCE, N 19°44'28" W with said west boundary line of the 44.294 acre Trine CR 207, LLC tract, in part with said east right-of-way line of North Haven Drive, in part with the east boundary line of Lot 15, Block D of said North Haven Phase A, for a distance of 749.37 feet to a 1/2" iron rod found with no cap on the northeast corner of said Lot 15, Block D, same being on an angle point in the south boundary line of Lot 70, Block D of said North Haven Phase A, for the northwest corner hereof, from which a 1/2" iron rod found with cap marked "Diamond Surveying", bears N 12°13'22" W for a distance of 0.61 feet;

THENCE, N 65°51'14" E with the south boundary line of said Lot 70, Block D, for a distance of 15.18 feet to a 1/2" iron rod set with cap marked "Diamond Surveying" on the north boundary line of said remnant portion of the called 44.294 acre Trine CR 207, LLC tract, same being on the south boundary line of the remnant portion of the called 682.22 acre tract of land described in Volume 369, Page 491 of the Deed Records of Williamson County, Texas, for angle point hereof;

THENCE, N 68°07'20" E with the north boundary line of said said remnant portion of the called 44.294 acre Trine CR 207, LLC tract, same being with said south boundary line of the remnant portion of the 682.22 acre tract, for a distance of 692.35 feet to a 1/2" iron rod found with cap marked "Diamond Surveying" on the northeast corner of said remnant portion of the called 44.294 acre Trine CR 207, LLC tract, same being on the northwest corner of the called 5.023 acre tract of land conveyed to Christy L. Gessler and Brian Lee Whetsel recorded in Document No. 2020160264 of the Official Public Records of Williamson County, Texas, for the northeast corner hereof

THENCE, S 18°04'40" E with the east boundary line of said remnant portion of the 44.294 acre Trine CR 207, LLC tract, in part with the west boundary line of said 5.023 acre Gessler and Whetsel tract, in part with the north boundary line of the called 10.000 acre tract of land conveyed to Don Pitchford, recorded in Document No. 2021036832 of the Official Public Records of Williamson County, Texas, passing at a distance of 268.38 feet, a 1/2" iron rod found with cap marked "Diamond Surveying" on the southwest corner of said 5.023 acre Gessler and Whetsel tract, same being on an angle point in said north boundary line of the 10.000 acre Pitchford tract, in all a total distance of 322.25 feet to a 1/2" iron rod found with cap marked "Diamond Surveying" on an angle point in said east boundary line of the remnant portion of the called 44.294 acre Trine CR 207, LLC tract, same being on an angle point in said north boundary line of the 10.000 acre Pitchford tract, for an angle point hereof;

THENCE with said east boundary line of the remnant portion of the 44.294 acre Trine CR 207, LLC tract common with the boundary line of said 10.000 acre Pitchford tract, the following two (2) courses and distances:

1. S 69°56'16" W for a distance of 214.00 feet to a 1/2" iron rod found with cap marked "Diamond Surveying" on the northwest corner of said 10.000 acre Pitchford tract, for an angle point hereof;

2. S 19°44'18" E for a distance of 450.39 feet to a 1/2" iron rod found with cap marked "Diamond Surveying" on the southeast corner of said remnant portion of the 44.294 acre Trine CR 207, LLC tract, same being on an angle point in the north boundary line of said 17.00 acre Liberty Hill Independent School District tract, for the southeast corner hereof, from which a 1/2" iron rod found on an angle point in said north boundary line of the 17.00 acre Liberty Hill Independent School District tract, same being on the southwest corner of said 10.000 acre Pitchford tract, bears S 19°44'18" E for a distance of 114.11 feet;

THENCE, S 69°56'43" W with the south boundary line of said remnant portion of the 44.294 acre Trine CR 207, LLC tract and said north boundary line of the 17.00 acre Liberty Hill Independent School District tract, for a distance of 483.63 feet to the POINT OF BEGINNING hereof and containing 10.011 acres of land more or less.

BEARING BASIS: NAD-83, TEXAS CENTRAL (4203), STATE PLANE SYSTEM. All distances are surface distances. Combined Surface Adjustment Factor used for this survey is 1.00015.

GENERAL NOTES:

1. MAINTENANCE RESPONSIBILITY FOR DRAINAGE WILL NOT BE ACCEPTED BY THE COUNTY OTHER THAN THAT ACCEPTED IN CONNECTION WITH THE DRAINING OR PROTECTING THE ROAD SYSTEM. MAINTENANCE RESPONSIBILITY FOR STORM WATER MANAGEMENT CONTROLS WILL REMAIN WITH THE OWNER.

2. WATER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY THE CITY OF GEORGETOWN, TEXAS.
SEWER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY ON-SITE SEWAGE FACILITIES.

3. THE LANDOWNER ASSUMES ALL RISKS ASSOCIATED WITH IMPROVEMENTS LOCATED IN THE RIGHT-OF-WAY OR ROAD WIDENING EASEMENTS. BY PLACING ANYTHING IN THE RIGH-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 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.

4. 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.

5. 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.

6. 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.

7. THIS SUBDIVISION IS DESIGNED TO ALLOW NATURAL DRAINAGE PATTERNS TO SHEET FLOW ACROSS PROPERTIES AND ROADWAYS. PROPERTY GRADING SHALL DIRECT WATER AWAY FROM THE STRUCTURAL FOUNDATION, INCLUDING STORMWATER THAT ORIGINATES ACROSS ROADWAYS. IT IS THE PROPERTY OWNERS RESPONSIBILITY TO ENSURE THAT TOP OF GRASS OR OTHER LANDSCAPING ALONG RIBBON CURB, ON THE DOWNSLOPE SIDE OF THE ROADWAY, DOES NOT OBSTRUCT OR REDIRECT FLOW WITHIN THE RIGHT-OF-WAY. THIS REQUIREMENT APPLIES TO BLOCK A LOTS 1-2.

8. 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.

9. NO LOT IN THIS SUBDIVISION IS ENCROACHED BY A SPECIAL FLOOD HAZARD AREA 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. 48491C0235F, EFFECTIVE DATE OF DECEMBER 20, 2019 FOR WILLIAMSON COUNTY, TEXAS.

10. 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.

11. THIS DEVELOPMENT IS CONSIDERED EXEMPT FROM ON-SITE STORMWATER DETENTION CONTROLS BASED ON WILLIAMSON COUNTY SUBDIVISION REGULATION B11.1.3, WHICH STATES THAT A PROPOSED DEVELOPMENT MAY BE CONSIDERED EXEMPT FROM PROVIDING ON-SITE STORMWATER DETENTION IF ALL LOTS ARE 2 ACRES OR MORE AND LESS THAN 20% OF IMPERVIOUS COVER PER LOT.

12. 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.

13. THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOODPLAIN DATA IN PARTICULAR, WILL CHANGE OVER TIME AND CURRENT EFFECTIVE FLOODPLAIN DATA TAKES PRECEDENCE OVER FLOODPLAIN DATA REPRESENTED ON THIS PLAT. IT IS FURTHER UNDERSTOOD THAT THE OWNERS OF THE TRACT OF LAND CONVEYED 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.

14. THE SUBJECT TRACT SHOWN HEREON IS SUBJECT TO THE RESTRICTIVE COVENANTS RECORDED IN DOCUMENT NO. 9623649 AND 9623652, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS.

15. EASEMENT GRANTED TO CHISHOLM TRAIL SPECIAL UTILITY DISTRICT, RECORDED IN DOCUMENT NO. 9903602, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS. MAYBE A PORTION OF THE SUBJECT TRACT HOWEVER, CANNOT BE PLOTTED BY ITS DESCRIPTION. PER SAID DOCUMENT "THE EASEMENT HEREBY GRANTED SHALL NOT EXCEED 15' IN WIDTH, AND GRANTEE IS HEREBY AUTHORIZED TO DESIGNATE THE COURSE OF THE EASEMENT HEREIN CONVEYED EXCEPT THAT WHEN THE PIPELINE(S) IS INSTALLED, THE EASEMENT HEREIN GRANTED SHALL BE LIMITED TO A STRIP OF LAND 15' IN WIDTH THE CENTER LINE THEREOF BEING THE PIPELINE AS INSTALLED."

16. THIS SUBDIVISION IS SUBJECT TO STORM-WATER MANAGEMENT CONTROLS AS REQUIRED BY WILLIAMSON COUNTY SUBDIVISION REGULATIONS SECTION B11.1, ON NEW DEVELOPMENT THAT WOULD EVOKE SUCH CONTROLS BEYOND EXISTING CONDITIONS.

17. 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.

18. ALL SIDEWALKS SHALL BE MAINTAINED BY EACH OF THE ADJACENT PROPERTY OWNERS.

19. THIS SUBDIVISION IS VESTED TO THE WILLIAMSON COUNTY SUBDIVISION REGULATIONS DATED DECEMEBER 7, 2021.

20. LOT 1, BLOCK A HAS A GROSS AREA OF 5.006 ACRES (218,042 SQ. FT.), OF WHICH 0.295 ACRES (12,870 SQ. FT.) LIES WITHIN THE POND TOP BANK, LEAVING A NET AREA OF 4.711 ACRES (205,172 SQ. FT.)

LJA Engineering, Inc.
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FRN-F-1386

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TX 78628
(512) 931-3100
T.B.P.E.L.S. FIRM NO. 10006900

MINOR PLAT OF TRINE 207

BEING A MINOR PLAT CONSISTING OF 10.011 ACRES OF LAND TO CREATE TWO LOTS, BEING SITUATED IN THE W.O. STUBBLEFIELD SURVEY, ABSTRACT NO. 842, WILLIAMSON COUNTY, TEXAS, AND BEING A REMNANT PORTION OF THE CALLED 44.294 ACRE TRACT OF LAND CONVEYED TO TRINE CR 207, LLC, RECORDED IN DOCUMENT NO. 2020137507 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

OWNER'S CERTIFICATION:

STATE OF TEXAS §
§ KNOWN ALL MEN BY THESE PRESENTS
COUNTY OF WILLIAMSON §

I, JOHN S. AVERY, JR., AS MANAGER OF TRINE CR 207, LLC, OWNER OF THE 10.011 ACRE REMNANT PORTION OF THE CALLED 44.294 ACRE TRACT OF LAND RECORDED IN DOCUMENT NO. 2020137507 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 SUBDIVIDE SAID TRACT AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY FOREVER DEDICATE TO THE PUBLIC THE ROADS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY 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 "MINOR PLAT OF TRINE 207"

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 28 DAY OF December, 20 23.

JOHN S. AVERY, JR., MANAGER
TRINE CR 207, LLC
181 MERCURY COVE
LEANDER, TX 78641

STATE OF TEXAS §
§ KNOWN ALL MEN BY THESE PRESENTS
COUNTY OF WILLIAMSON §

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED JOHN S. AVERY, JR., KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED, IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 28th DAY OF December, 2023

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

Sarah Madding
NOTARY PUBLIC PRINTED OR TYPED NAME

MY COMMISSION EXPIRES ON: 10-13-2026

SARAH MADDING
Notary Public, State of Texas
Comm. Expires 10-13-2026
Notary ID 130353348

SURVEYOR'S CERTIFICATION:

STATE OF TEXAS {
KNOWN ALL MEN BY THESE PRESENTS
COUNTY OF WILLIAMSON {

I, SHANE SHAFER, REGISTERED PROFESSIONAL LAND SURVEYOR, NO. 5281, IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY AND THAT PROPERTY MARKERS AND MONUMENTS WERE PLACED UNDER MY SUPERVISION ON THE GROUND. THE FIELD WORK WAS COMPLETED ON MARCH 21, 2023.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT GEORGETOWN, WILLIAMSON COUNTY, TEXAS, THIS 25TH DAY OF OCTOBER, 2023.

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

STATE OF TEXAS
REGISTERED
SHANE SHAFER
5281
PROFESSIONAL
LAND SURVEYOR

ENGINEER'S CERTIFICATION:

STATE OF TEXAS {
KNOWN ALL MEN BY THESE PRESENTS
COUNTY OF WILLIAMSON {

I, JUSTIN C. MADDING, REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS IN COMPLIANCE WITH THE CODES AND ORDINANCES OF THE WILLIAMSON COUNTY, TEXAS. THIS TRACT IS NOT LOCATED WITHIN THE EDWARDS AQUIFER RECHARGE ZONE.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT ROUND ROCK, WILLIAMSON COUNTY, TEXAS,
THIS 9th DAY OF Novermber, 2023.

JUSTIN C. MADDING, P.E.
LICENSE NO. 122139
LJA ENGINEERING
2700 LA FRONTERA BLVD, SUITE 150
ROUND ROCK, TEXAS 78681

STATE OF TEXAS
JUSTIN C. MADDING
122139
LICENSED
PROFESSIONAL ENGINEER

ON-SITE SEWAGE FACILITY APPROVAL:

BASED UPON THE REPRESENTATIONS OF THE ENGINEER OR SURVEYOR WHOSE SEAL IS AFFIXED HERETO, AND AFTER A REVIEW OF THE SURVEY AS REPRESENTED BY 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 AND THE FACTS ALLEGED. THE WILLIAMSON COUNTY ENGINEER'S OFFICE AND WILLIAMSON COUNTY DISCLAIMS ANY RESPONSIBILITY TO ANY MEMBER OF THE PUBLIC FOR INDEPENDENT VERIFICATION OF THE REPRESENTATIONS, FACTUAL OR OTHERWISE, CONTAINED IN THIS PLAT AND THE DOCUMENTS ASSOCIATED WITH IT.

Adam D. Boatright 01/03/2024

ADAM D. BOATRIGHT, P.E. DATE
WILLIAMSON COUNTY ENGINEER

ROAD NAME AND 911 ADDRESSING APPROVAL

ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS THE 28 DAY OF December, 2023 A,D,

WILLIAMSON COUNTY ADDRESSING COORDINATOR
Cindy Bridges

COUNTY JUDGE'S APPROVAL

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF WILLIAMSON §

I, BILL GRAVELL, JR., COUNTY JUDGE OF WILLIAMSON COUNTY, TEXAS, DO HEREBY CERTIFY THAT HIS MAP OR PLAT, WITH THE FIELD NOTES HEREON, THAT 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 PLAT IS AUTHORIZED TO BE REGISTERED AND RECORDED IN THE PROPER RECORDS OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

BILL GRAVELL, JR., COUNTY JUDGE
WILLIAMSON COUNTY, TEXAS

DATE

COUNTY CLERK CERTIFICATION:

STATE OF TEXAS §
§ KNOWN ALL MEN BY THESE PRESENTS
COUNTY OF WILLIAMSON §

I, NANCY E. RISTER, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATION OF AUTHENTICATION, WAS FILED FOR RECORD IN MY OFFICE ON THE__DAY OF_____,20_____, A.D., AT__ O'CLOCK_____,M. AND DULY RECORDED THIS_____DAY OF_____, 20_____, A.D., AT ___O'CLOCK_____M., IN THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY, IN INSTRUMENT NO._____, T

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 E. RISTER, CLERK COUNTY COURT
OF WILLIAMSON COUNTY, TEXAS

BY: _____, DEPUTY

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2700 La Frontera Blvd.
Suite 150
Round Rock, Texas 78681
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Commissioners Court - Regular Session **37.**

Meeting Date: 01/09/2024

Final plat for the Timber Ranch subdivision – Pct 3

Submitted For: Robert Daigh **Submitted By:** Adam Boatright, Infrastructure

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approval of the final plat for the Timber Ranch subdivision – Precinct 3.

Background

This subdivision consists of 3 lots and no new roads.

Timeline

2023-10-23 – initial submittal of final plat application
2023-10-24 – 1st review complete with comments
2023-10-26 – 2nd submittal of final plat
2023-11-09 – 2nd review complete with comments
2023-11-10 – 3rd submittal of final plat
2023-11-14 – 3rd review complete with comments clear
2023-12-29 – receipt of final plat with signatures
2024-01-04 – final plat placed on the January 9, 2024 Commissioners Court agenda for consideration

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

final plat - Timber Ranch

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	01/04/2024 11:12 AM
Form Started By: Adam Boatright		Started On: 01/04/2024 11:04 AM
Final Approval Date: 01/04/2024		

STATE OF TEXAS
COUNTY OF _____;

I, KLM CUSTOM HOMES, LLC, SOLE OWNER OF THE CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 2022012391 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AND DO HEREBY SUBDIVIDE SAID TRACT AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY FOREVER DEDICATE TO THE PUBLIC THE ROADS, ALLEYS, RIGHT-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 "TIMBER RANCH" SUBDIVISION.

TO CERTIFY WHICH, WITNESS MY HAND, THIS THE 28 DAY OF DECEMBER, A.D., 2023

KLM CUSTOM HOMES – OWNER
MATT JONES – AUTHORIZED AGENT

STATE OF TEXAS:
COUNTY OF Williamson,

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED MATT JONES, KNOWN BY ME AN OFFICER OF KLM CUSTOM HOMES, LLC., AND ACKNOWLEDGED TO ME THAT THE FOREGOING WAS EXECUTED AS THE ACT OF KLM CUSTOM HOMES, LLC., IN THE CAPACITY AND FOR THE PURPOSES AND CONSIDERATION THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 28 DAY OF December, A.D, 2023.

JOLYNN KLEIN
My Notary ID # 124163181
Expires March 25, 2026

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

STATE OF TEXAS:
COUNTY OF WILLIAMSON:

BASED UPON THE ABOVE REPRESENTATIONS OF THE ENGINEER OR SURVEYOR WHOSE SEAL IS AFFIXED HERETO, AND AFTER A REVIEW OF THE SURVEY AS REPRESENTED BY THE SAID ENGINEER OR SURVEYOR, I FIND THAT THIS PLAT COMPLIES WITH THE REQUIREMENTS OF EDWARDS AQUIFER REGULATIONS FOR WILLIAMSON COUNTY AND WILLIAMSON COUNTY ON-SITE SEWAGE FACILITY REGULATIONS. THIS CERTIFICATION IS MADE SOLELY UPON SUCH REPRESENTATIONS AND SHOULD NOT BE RELIED UPON FOR VERIFICATIONS OF THE FACTS ALLEGED. THE WILLIAMSON COUNTY ENGINEER'S OFFICE AND WILLIAMSON COUNTY DISCLAIM ANY RESPONSIBILITY TO ANY MEMBER OF THE PUBLIC FOR INDEPENDENT VERIFICATION OF THE REPRESENTATIONS, FACTUAL OR OTHERWISE, CONTAINED IN THIS PLAT AND THE DOCUMENTS ASSOCIATED WITH IT.

ADAM D. BOATRIGHT, PE,
COUNTY ENGINEER

01/04/2024
DATE

CONSENT OF MORTGAGEE:

THE UNDERSIGNED, BEING THE SOLE OWNER AND HOLDER OF ONE GENERAL WARRANTY DEED WITH VENDOR'S LIEN SECURED BY THE PROPERTY, DATED JANUARY 24TH, 2022, RECORDED AS DOCUMENT NO. 2022012391 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SECURING A NOTE OF EVEN DATE THEREWITH, EXECUTES THIS DECLARATION SOLEY FOR THE PURPOSES OF EVIDENCING ITS CONSENT TO THE TERMS AND PROVISIONS HEREOF.

Zack Lofton, Manager
PRINTED NAME AND TITLE

SIGNATURE

December 29, 2023
DATE

STATE OF TEXAS:
COUNTY OF Travis,

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED MATT JONES, KNOWN BY ME AN OFFICER OF LONE RANGER CAPITAL INVESTMENTS, LLC., AND ACKNOWLEDGED TO ME THAT THE FOREGOING WAS EXECUTED AS THE ACT OF LONE RANGER CAPITAL INVESTMENTS, LLC., IN THE CAPACITY AND FOR THE PURPOSES AND CONSIDERATION THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 29 DAY OF December, A.D, 2023.

Lucille Ann Moreno
My Commission Expires
06/05/2025
ID No 131157647

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

STATE OF TEXAS:
COUNTY OF BURNET:

KNOWN ALL MEN BY THESE PRESENT, THAT I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH THE SURVEY RELATED REQUIREMENTS OF THE WILLIAMSON COUNTY SUBDIVISION REGULATIONS AND I FURTHER CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE AND IS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE ON THE GROUND UNDER MY SUPERVISION AND THAT THE CORNER MONUMENTS WERE PROPERLY PLACED UNDER MY SUPERVISION.

DANNY J. STARK
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5602

12/27/2023
DATE

STATE OF TEXAS
REGISTERED
DANNY J STARK
5602
PROFESSIONAL
LAND SURVEYOR

STATE OF TEXAS:
COUNTY OF WILLIAMSON:

ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS THE 29th DAY OF December, 2023, A.D.

on behalf of
Trevor Bordwright of Teresa Baker
WILLIAMSON COUNTY ADDRESSING COORDINATOR

12/28/2023
DATE

STATE OF TEXAS:
COUNTY OF _____,

KNOWN ALL MEN BY THESE PRESENT, THAT I, MARCUS HORNER, A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH THE ENGINEERING RELATED REQUIREMENTS OF THE WILLIAMSON COUNTY SUBDIVISION REGULATIONS. THIS TRACT IS NOT LOCATED WITHIN THE EDWARDS AQUIFER RECHARGE ZONE.

MARCUS HORNER
LICENSED PROFESSIONAL ENGINEER NO. 96935

12-27-2023
DATE

STATE OF TEXAS
MARCUS W. HORNER
96535
LICENSED
PROFESSIONAL ENGINEER

FIELD NOTES:
BEING A 9.877 ACRE TRACT OF LAND OUT OF THE JAMES NORTHCROSS SURVEY, ABSTRACT NO. 478, WILLIAMSON COUNTY, TEXAS AND BEING THE SAME TRACT OF LAND DESCRIBED IN A GENERAL WARRANTY DEED TO KLM CUSTOM HOMES, LLC., OF RECORD IN DOCUMENT NO. 2022012391 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 9.877 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2" IRON PIN FOUND ALONG THE WESTERLY RIGHT OF WAY LINE OF COUNTY ROAD 255, THE SOUTHEAST CORNER OF A 9.878 ACRE TRACT OF LAND DESCRIBED TO GEORGE M. SHANKS, JR. IN DOCUMENT NO. 0017613829 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, THE NORTHEAST CORNER OF SAID 9.877 ACRE TRACT OF LAND, AND HEREOF,

THENCE, SOUTH 20°32'29" EAST, ALONG THE WESTERLY RIGHT OF WAY OF SAID COUNTY ROAD 255, THE EASTERLY LINE OF SAID 9.877 ACRE TRACT OF LAND, AND HEREOF, A DISTANCE OF 379.10 FEET TO A 1/2" IRON PIPE ALONG THE WESTERLY RIGHT OF WAY OF SAID COUNTY ROAD 255, THE NORTHEAST CORNER OF LOT 8, POWDERHORN SUBDIVISION, AS RECORDED IN CABINET H, SLIDE 163 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, THE SOUTHEAST CORNER OF SAID 9.877 ACRE TRACT OF LAND, AND HEREOF;

THENCE, SOUTH 71°59'52" WEST, ALONG THE NORTHERLY LINE OF LOTS 5, 6, 7, AND 8 OF SAID POWDERHORN SUBDIVISION, THE NORTHERLY LINE OF THE REMAINDER OF A CALLED 9.872 ACRE TRACT OF LAND DESCRIBED TO WILLIAM KOLAKOWSKI IN VOLUME 1123, PAGE 913 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, THE SOUTHERLY LINE OF SAID 9.877 ACRE TRACT OF LAND, AND HEREOF, A DISTANCE OF 1136.23 FEET TO A 1/2" IRON PIN FOUND ALONG THE EASTERLY LINE OF LOT 26, FARRIS RANCH EAST, AS RECORDED IN CABINET L, SLIDE 140 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, AT THE NORTHWEST CORNER OF SAID 9.872 ACRE TRACT OF LAND, AT THE SOUTHWEST CORNER OF SAID 9.877 ACRE TRACT OF LAND, AND HEREOF;

THENCE, NORTH 20°30'26" WEST, ALONG THE EASTERLY LINE OF LOTS 24, 25, AND 26 OF SAID FARRIS RANCH EAST, THE EASTERLY LINE OF SAID 9.877 ACRE TRACT OF LAND, AND HEREOF, A DISTANCE OF 378.99 FEET TO A 1/2" IRON PIPE AT ALONG THE EASTERLY LINE OF SAID LOT 24, FARRIS RANCH EAST, THE SOUTHWEST CORNER OF SAID 9.878 ACRE TRACT OF LAND, THE NORTHWEST CORNER OF SAID 9.877 ACRE TRACT OF LAND, AND HEREOF;

THENCE, NORTH 71°59'34" EAST, WITH THE SOUTHERLY LINE OF SAID 9.878 ACRE TRACT OF LAND, THE NORTHERLY LINE OF SAID 9.877 ACRE TRACT OF LAND, AND HEREOF, A DISTANCE OF 1136.00 FEET TO THE POINT OF BEGINNING AND CALCULATED TO CONTAIN 9.877 ACRES MORE OR LESS.

NOTES:

1. SUBJECT PROPERTY IS LOCATED WITHIN ZONE X (AREAS OUTSIDE THE 100 YR FLOOD) AS GRAPHICALLY IDENTIFIED ON FEMA F.I.R.M., MAP NO. 48491C0275E, EFFECTIVE 9/26/2008.
2. THIS PLAT WAS PREPARED IN COMPLIANCE WITH THE WILLIAMSON COUNTY SUBDIVISION RULES AND REGULATIONS ALONG WITH THE WILLIAMSON COUNTY LONG RANGE TRANSPORTATION PLAN.
3. BASIS OF BEARINGS FOR THIS SURVEY IS THE TEXAS LAMBERT GRID, CENTRAL ZONE, NAD83.
4. NO LOTS WITHIN THIS SUBDIVISION SHALL BE RE-SUBDIVIDED.
5. DISTANCES AS SHOWN HEREON ARE GRID VALUES. FOR SURFACE CONVERSION, USE SCALE FACTOR OF 1.00015328.
6. THIS SUBDIVISION IS A RESIDENTIAL DEVELOPMENT.
7. MAINTENANCE RESPONSIBILITY FOR DRAINAGE WILL NOT BE ACCEPTED BY THE COUNTY OTHER THAN THAT ACCEPTED IN CONNECTION WITH DRAINING OR PROTECTING ROAD SYSTEM. MAINTENANCE RESPONSIBILITY FOR STORM WATER MANAGEMENT CONTROLS WILL REMAIN WITH THE OWNER.
8. WATER SERVICE IS PROVIDED BY THE CITY OF GEORGETOWN.
9. SEWER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY ON-SITE SEWAGE FACILITIES.
10. 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 THERE LOCATION AND/OR REPLACEMENT OF THE IMPROVEMENT.
11. 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 VEHICHLE PARKING PADS MUST ALSO BE PLACED AT LEAST ONE FOOT ABOVE BFE.
12. RIGHT-OF-WAY EASEMENTS FOR WIDENING ROADWAYS OR IMPROVING DRAINAGE SHALL BE MAINTAINED BY THE LANDOWNER UNTIL ROAD OR DRAINAGE IMPROVEMENTS ARE ACTUALLY CONSTRUCTED ON THE PROPERTY. THE COUNTY HAS THE RIGHT AT ANY TIME TO TAKE POSSESSION OF ANY ROAD WIDENING EASEMENT FOR THE CONSTRUCTION, IMPROVEMENT, OR MAINTENANCE OF THE ADJACENT ROAD.
13. IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL, AND LOCAL LAWS AND REGULATIONS RELATING TO THE PLATTING AND DEVELOPMENT OF THIS PROPERTY. THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THE PLAT. FLOOD PLAIN DATA, IN PARTICULAR, WILL CHANGE OVER TIME AND THE CURRENT EFFECTIVE FLOODPLAIN DATA TAKES PRECEDENCE OVER FLOODPLAIN DATA REPRESENTED ON THIS PLAT. IT IS FURTHER UNDERSTOOD THAT THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT MUST INSTALL AT THEIR 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.
14. THIS SUBDIVISION IS DESIGNED TO ALLOW NATURAL DRAINAGE PATTERNS TO SHEET FLOW ACROSS PROPERTIES AND ROADWAYS. PROPERTY GRADING SHALL DIRECT WATER AWAY FROM THE STRUCTURAL FOUNDATION, INCLUDING STORM WATER THAT ORIGINATES ACROSS ROADWAYS. IT IS THE PROPERTY OWNERS RESPONSIBILITY TO ENSURE THAT TOP OF GRASS OR OTHER LANDSCAPING ALONG RIBBON CURB, ON THE DOWNSLOPE SIDE OF THE ROADWAY, DOES NOT OBSTRUCT OR REDIRECT FLOW WITHIN THE RIGHT-OF-WAY.
15. DRIVEWAY MAINTENANCE WILL BE THE RESPONSIBILITY OF THE PROPERTY OWNER. WILLIAMSON COUNTY WILL NEVER ACCEPT OR MAINTAIN THE ROADS. IF OBSTRUCTIONS OCCUR WITHIN THE DRIVEWAY CULVERT, THE COUNTY RESERVES THE RIGHT TO CLEAR OBSTRUCTIONS THAT ARE CAUSING ADVERSE IMPACTS TO THE ROADWAY.
16. LOTS 1, 2 AND 3 SHALL ONLY USE A SINGLE SHARED DRIVEWAY. NO MORE THAN THREE RESIDENCES TOTAL SHALL BE SERVED BY THE SINGLE SHARED DRIVEWAY.
17. DRIVEWAYS FOR LOTS 1 AND 2 SHALL CONNECT ONLY TO THE 30' ACCESS EASEMENT AND NOT TO COUNTY ROAD 255.
18. ENTRANCE TO THIS SUBDIVISION LINES UP WITH LOST SPRING LANE.
19. NO LOT IN THIS SUBDIVISION IS ENCROACHED BY A SPECIAL FLOOD HAZARD AREA(S) INUNDATED BY THE 100-YEAR (1% CHANCE) FLOOD AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. [48491C0275E], EFFECTIVE DATE 9/26/2008 FOR WILLIAMSON COUNTY, TEXAS.
20. MINIMUM LOT SIZE DOES INCLUDE THE ROW DEDICATIONS AND THE BEDS AND BANKS DEDUCTIONS.
21. A FLOODPLAIN DEVELOPMENT PERMIT MAY BE REQUIRED FOR ALL LOTS PRIOR TO ANY CONSTRUCTION OF DEVELOPMENT. THE NEED FOR A FLOODPLAIN DEVELOPMENT PERMIT WILL BE DETERMINED BY WILLIAMSON COUNTY UPON REVIEW OF THE PROPOSED STRUCTURE LOCATION.
22. THE MINIMUM FINISHED FLOOR ELEVATIONS (FFE) FOR LOTS SHOWN ON THIS PLAT ARE DETERMINED BY A STUDY PREPARED BY WILLIAM H ENGINEERING, DATED AUGUST 2023.
23. FLOODPLAIN INFORMATION, SUCH AS FLOODPLAIN BOUNDARIES, DEPTHS, ELEVATIONS, AND THE MINIMUM FINISHED FLOOR ELEVATIONS SHOWN ON THIS PLAT, WILL CHANGE OVER TIME WITH BETTER DATA AND FLOOD STUDIES. THE FLOODPLAIN INFORMATION SHOWN ON THIS PLAT WAS ACCURATE AT THE TIME OF PLATTING, BUT MAY BE SUPERSEDED AT THE TIME OF CONSTRUCTION. THE BEST AVAILABLE FLOODPLAIN DATA SHALL BE UTILIZED AT THE TIME OF CONSTRUCTION, AS DETERMINED BY THE WILLIAMSON COUNTY FLOODPLAIN ADMINISTRATOR. A FLOODPLAIN DEVELOPMENT PERMIT APPLICATION MUST BE SUBMITTED AND APPROVED PRIOR TO ANY CONSTRUCTION OR DEVELOPMENT WITHIN OR ADJACENT TO A REGULATED FLOODPLAIN.
24. THIS DEVELOPMENT IS CONSIDERED EXEMPT FROM ON-SITE STORMWATER DETENTION CONTROLS BASED ON WILLIAMSON COUNTY SUBDIVISION REGULATION B11.1.3, WHICH STATES THAT A PROPOSED DEVELOPMENT MAY BE CONSIDERED E EXEMPT FROM PROVIDING ON-SITE STORMWATER DETENTION IF ALL LOTS ARE 2 ACRES OR MORE AND LESS THAN 20% OF IMPERVIOUS COVER PER LOT.
25. THIS SUBDIVISION IS SUBJECT TO STORM-WATER MANAGEMENT CONTROLS AS REQUIRED BY WILLIAMSON COUNTY SUBDIVISION REGULATIONS SECTION B11.1, ON NEW DEVELOPMENT THAT WOULD EVOKE SUCH CONTROLS BEYOND EXISTING CONDITIONS.
26. THE 75' OSSF SETBACK LINE IS REFERENCED FROM THE APPROXIMATE CENTERLINE LOCATION OF THE CREEK.

STATE OF TEXAS:
COUNTY OF WILLIAMSON:

I BILL GRAVELL, JR., COUNTY JUDGE OF WILLIAMSON COUNTY, TEXAS, DO HEREBY CERTIFY THAT THIS MAP OR PLAT, WITH FIELD NOTES HEREON, FOR A SUBDIVISION HAVING BEEN FULLY PRESENTED TO THE 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 GRAVELL, JR.
WILLIAMSON COUNTY, TEXAS

DATE

STATE OF TEXAS:
COUNTY OF WILLIAMSON:

I, NANCY E. RISER, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT, WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE _____DAY OF _____, 2023 A.D., AT _____ O'CLOCK ___.M., AND DULY RECORDED THIS THE DAY OF _____, 2023 A.D., AT _____ O'CLOCK ___.M, IN THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY IN INSTRUMENT NO. _____.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT THE COUNTY COURT OF SAID COUNTY. AT MY OFFICE IN GEORGETOWN, TEXAS, THE DATE LAST SHOWN ABOVE WRITTEN.

COUNTY CLERK, WILLIAMSON COUNTY, TEXAS

DEVELOPER:
KLM CUSTOM HOMES, LLC
P.O. BOX 2026
LIBERTY HILL, TEXAS 78642

SURVEYOR:
CUPLIN AND ASSOCIATES
1500 OLLIE LANE
MARBLE FALLS, TX. 78654
(325) 388-3300

ENGINEER:
WILLIAM H. ENGINEERING
405 N. WATER STREET
BURNET, TEXAS 78611
(512) 553-1555

CUPLIN ASSOCIATES INC
LAND SURVEYORS & PLANNERS

VICINITY MAP – NOT TO SCALE

TIMBER RANCH

BEING A 9.877 ACRE TRACT OF LAND OUT OF THE JAMES NORTHCROSS SURVEY, ABSTRACT NO. 478, WILLIAMSON COUNTY, TEXAS.

PROJ NO. 22289	
PREPARED FOR: MATT JONES	
TECH: P.LANGDON	
APPROVED: D.STARK	
FIELDWORK PERFORMED ON: 09/28/2022	
COPYRIGHT:2023	PROFESSIONAL FIRM NO: 10126900

1500 OLLIE LANE
MARBLE FALLS, TX. 78654
PH.325-388-3300/830-693-8815
WWW.CUPLINASSOCIATES.COM

SCALE 1" = 100'
0 50 100

DATE	NO.	DESCRIPTION
11/10	2	REVISE PLAT NOTES
11/08	1	REVISE PLAT NOTES

REVISIONS

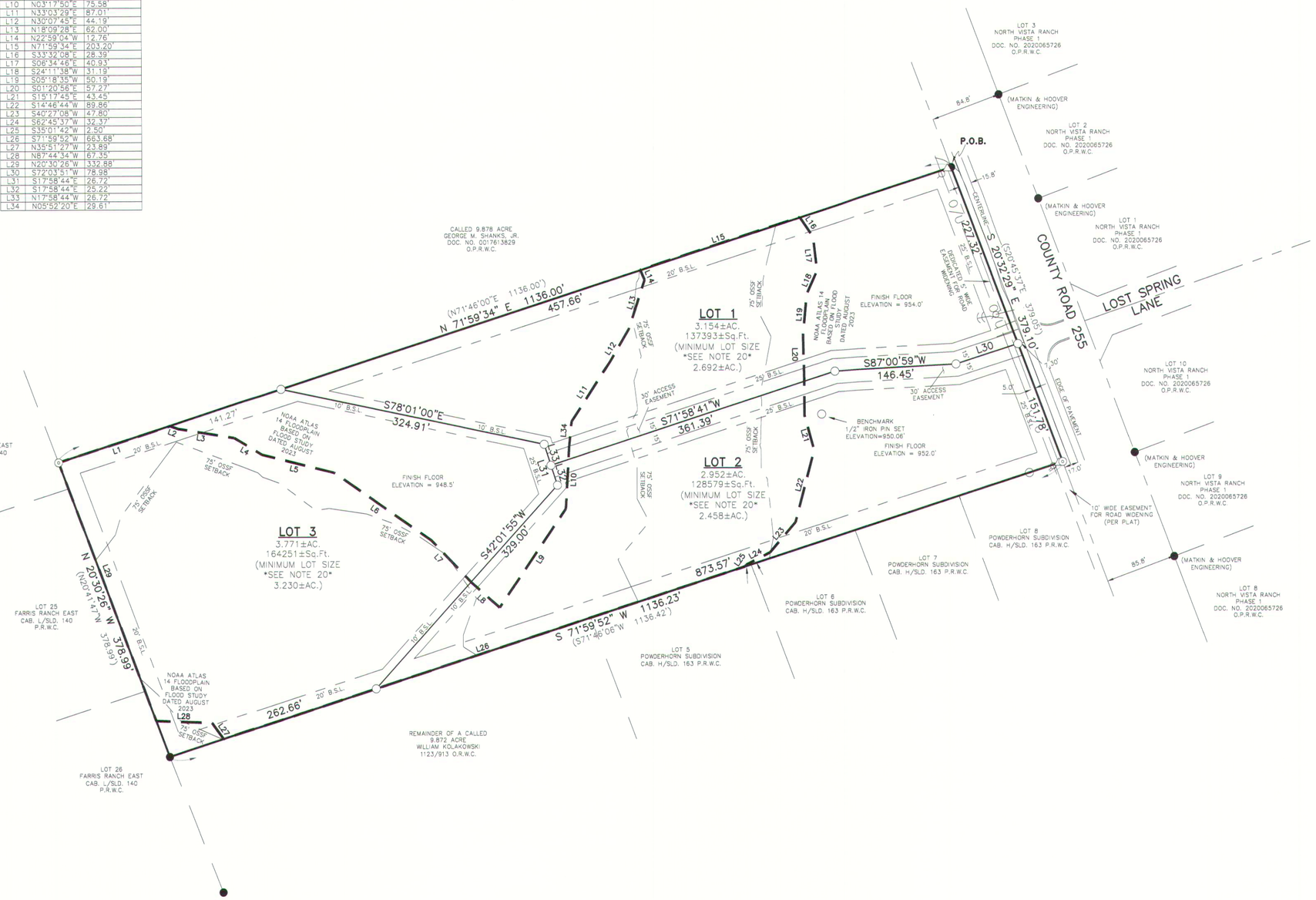
CUPLIN ASSOCIATES INC
LAND SURVEYORS & PLANNERS

LEGEND

●	1/2" IRON PIN FOUND (UNLESS NOTED)
⊙	3/4" IRON PIPE FOUND
○	SET 1/2" IRON PIN WITH CUPLIN PROPERTY CAP
.../...	VOLUME/PAGE
P.R.W.C.	PLAT RECORDS WILLIAMSON CO.
O.R.W.C.	OFFICIAL RECORDS WILLIAMSON CO.
O.P.R.W.C.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY
( )	RECORD INFO/SUBJECT
[ ]	RECORD INFO/ADJOINER
B.S.L.	BLDG. SETBACK LINE
U.E.	UTILITY EASEMENT
D.E.	DRAINAGE EASEMENT

N W E S

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N71°59'34"E	141.58'
L2	S69°08'34"E	10.69'
L3	S80°30'12"E	68.53'
L4	S59°12'06"E	38.87'
L5	S75°46'45"E	90.32'
L6	S54°53'36"E	142.90'
L7	S43°33'55"E	69.36'
L8	S47°58'05"E	46.24'
L9	N34°07'08"E	143.80'
L10	N03°17'50"E	75.58'
L11	N33°03'29"E	87.01'
L12	N30°07'45"E	44.19'
L13	N18°09'28"E	62.00'
L14	N22°59'04"W	12.76'
L15	N71°59'34"E	203.20'
L16	S33°32'08"E	28.39'
L17	S06°34'46"E	40.93'
L18	S24°11'38"W	31.19'
L19	S05°18'35"W	50.19'
L20	S01°20'56"E	57.27'
L21	S15°17'45"E	43.45'
L22	S14°46'44"W	89.86'
L23	S40°27'08"W	47.80'
L24	S62°45'37"W	32.17'
L25	S35°01'42"W	2.50'
L26	S71°59'52"W	663.68'
L27	N35°51'27"W	23.89'
L28	N87°44'34"W	67.35'
L29	N20°30'26"W	332.88'
L30	S72°03'51"W	78.98'
L31	S17°58'44"E	26.72'
L32	S17°58'44"E	25.22'
L33	N17°58'44"W	26.72'
L34	N05°52'20"E	29.61'



TIMBER RANCH

BEING A 9.877 ACRE TRACT OF LAND OUT OF THE JAMES NORTHCROSS SURVEY, ABSTRACT NO. 478, WILLIAMSON COUNTY, TEXAS.

PROJ NO. 22289
PREPARED FOR: MATT JONES
TECH: P.LANGDON
APPROVED: D.STARK
FIELDWORK PERFORMED ON: 09/28/2022

COPYRIGHT:2023
PROFESSIONAL FIRM NO: 10126900

1500 OLLIE LANE
MARBLE FALLS, TX. 78654
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WWW.CUPLINASSOCIATES.COM

SCALE 1" = 100'
0 50 100

DATE	NO.	DESCRIPTION
11/10	2	REVISE PLAT NOTES
11/08	1	REVISE PLAT NOTES

REVISIONS

SHEET 2 OF 2

Commissioners Court - Regular Session **38.**

Meeting Date: 01/09/2024

JP3 Recognized as a Center of Excellence

Submitted For: Evelyn McLean **Submitted By:** Cherie Vasquez, J.P. Pct. #3

Department: J.P. Pct. #3

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on recognizing Justice of the Peace, Pct. 3 as a Center of Excellence by the Texas Judicial Council.

Background

The Office of Court Administration is a state agency in the Judicial Branch that operates under the direction and supervision of the Supreme Court of Texas and the Chief Justice. The Centers of Excellence Program is an initiative by the Texas Judicial Council to identify, support, and highlight the excellent work done by courts across the state. The program seeks to find those courts with a commitment to excellence in serving their communities, supporting their counties, and representing the judiciary in an outstanding manner.

The program is centered around four key *performance areas* and five statutory *compliance areas*. The key performance areas are governance, access and fairness, data driven case flow management, and court operations. The compliance areas are judicial reporting, court security, court collection, indigent defense, and guardianship fraud and abuse prevention.

Participation in this program requires the readiness of a court to implement significant change and take a deep look at court processes. The Office of Court Administration reviews court processes, views internal documents and reports, and conducts an onsite visit before a court is nominated for Centers of Excellence Status.

On November 3, 2003, the Texas Judicial Council recognized Judge McLean and the JP3 staff as a Center of Excellence for JP3's ongoing commitment to excellence in judicial administration. Judge McLean is the third Justice of the Peace in Texas to complete the months-long process to receive this distinguished recognition.

Judge McLean was recognized for her outstanding and ongoing dedication to increasing access to the justice system for her constituents, her commitment to individualized justice, and her service to Williamson County both in and out of the courtroom. As a Judicial Center of Excellence, Judge McLean and her court join six other district and county courts across the state of approximately 2,800 courts who have been recognized for their service to the courts and their communities.

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	12/27/2023 09:54 AM
Form Started By: Cherie Vasquez		Started On: 12/19/2023 10:24 AM
Final Approval Date: 12/27/2023		

Commissioners Court - Regular Session **39.**

Meeting Date: 01/09/2024

Five Star Award from DSHS - Vitals

Submitted For: Nancy Rister **Submitted By:** Nancy Rister, County Clerk

Department: County Clerk

Agenda Category: Regular Agenda Items

Information

Agenda Item

To note in the minutes and acknowledge receipt of the Five Start Vital Registration Award by the County Clerk's office by the State Health Services Vital Statistics Unit of the Texas Dept. of Health for 2023.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

DSHS 2023 5 Star Award

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	01/03/2024 09:13 AM
Form Started By: Nancy Rister		Started On: 01/02/2024 06:04 PM
Final Approval Date: 01/03/2024		

2023

THIS CERTIFICATE IS PRESENTED TO

Williamson County Clerk

for excellence in

Vital Statistics

December 21, 2023

Thank you for going above and beyond to ensure excellent
Customer service, security, and data quality in Texas!

Tara Das
Texas State Registrar, VSS

TEXAS Health and Human Services | Texas Department of State Health Services

Commissioners Court - Regular Session **40.**

Meeting Date: 01/09/2024

Richard Ridings Resolution

Submitted For: Cynthia Long **Submitted By:** Pierce Kathy, Commissioner Pct. #2

Department: Commissioner Pct. #2

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a resolution honoring Richard Ridings for his achievements and public service.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Resolution

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	01/03/2024 02:40 PM
Form Started By: Pierce Kathy		Started On: 01/03/2024 01:44 PM
Final Approval Date: 01/03/2024		

State of Texas
County of Williamson
Know all men by these presents:

That on the 9th day of January 2024 the Commissioners Court of Williamson County, Texas met in duly called session at the Williamson County Courthouse, 710 Main Street, Georgetown, Texas, with the following members present:

Bill Gravell, Jr., County Judge
Terry Cook, Commissioner Precinct One
Cynthia P. Long, Commissioner Precinct Two
Valerie Covey, Commissioner Precinct Three
Russ Boles, Commissioner Precinct Four

And at said meeting, among other business, the Court considered the following:

RESOLUTION

WHEREAS, Richard Ridings was born in 1946 with humble beginnings in Rocky Branch, Tennessee, in the Appalachian Mountains, where he often hunted for squirrels and other game, and developing a strong work ethic; and

WHEREAS, Richard grew up and went on to play college football for the New Mexico Aggies, where he received his professional engineering degree, was recognized as one of the best centers in the school's history and began a career as a professional football player, before injuring his knee and changing his professional goals; and

WHEREAS, Richard began his public works career as a laborer in Maryville, Tennessee working in water and wastewater utilities and served in many roles in the public sector including, Director of Public Works for the City of Austin and CEO of the Oklahoma Turnpike Authority, where he pioneered the first electronic toll collection system in the United States, the "PikePass", to provide safe, convenient and efficient high-speed transportation; and

WHEREAS, Richard Ridings started with HNTB in 1992 and was the inspiration for the company's expansion from Houston and Dallas to Austin, where he served as the Project Director and officially opened the Austin office at 6th Street and Congress Avenue in 1994; and

WHEREAS, Richard is a nationally recognized expert in transportation, innovative financing of infrastructure, fast-track construction and regional transportation planning, and a leader in many of HNTB's successful large projects, including the MoPac/US 183 Interchange, the Ben White/I-35 Interchange and the SH 45/US 183 Interchange; and

WHEREAS, Richard was instrumental in the formation of the Central Texas Regional Mobility Authority (CTRMA), and its success has led to the establishment of many other regional mobility authorities throughout Texas; and

WHEREAS, Richard served Williamson County as the Deputy Program Manager, becoming a trusted advisor for the Williamson County Road Bond Program for more than 20 years, from 2001 to 2023, and during this time, over 300 roadway projects progressed and 240 roadways were constructed with voter-approved funding, resulting in the construction of over 1,000 lane-miles of roadway; and

WHEREAS, Richard is known for his deep Christian faith, for serving on the Board of Deacons at River Bend Church, his positive attitude and resiliency, his generosity and support of causes in the community (such as Brown Santa), his smiles, hugs and love of fellow man, and enjoying an occasional oatmeal and raisin cookie.

NOW THEREFORE, BE IT RESOLVED, that the Williamson County Commissioners Court, does hereby recognize Richard Ridings for his significant achievements, contributions, and exemplary public service record.

RESOLVED THIS 9TH Day of January 2024.

_____

Bill Gravell, Jr., County Judge

Commissioners Court - Regular Session **41.**

Meeting Date: 01/09/2024

Bar W Ranch Signal ILA

Submitted For: Cynthia Long **Submitted By:** Pierce Kathy, Commissioner Pct. #2

Department: Commissioner Pct. #2

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on an Interlocal Agreement with the City of Leander and Liberty Hill Independent School District regarding the governmental participation in the design and construction of a traffic signal at the Bar W Ranch Boulevard and Via De Sienna Boulevard intersection with Ronald W. Reagan Boulevard.

Background

This traffic signal is important for the safety of travelers and parents providing transportation for their children to Bar-W Ranch Elementary School. The ILA agreement is a three-way cost share of the estimated costs of design and construction in the amount of $900,000. The agreement has been reviewed by Auditing, Legal and the County Engineer. The City of Leander approved the agreement on 12/21/2023 and Liberty Hill ISD approved it on 12/18/2023.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

ILA Bar W Ranch Signal

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	01/02/2024 04:23 PM
Form Started By: Pierce Kathy		Started On: 01/02/2024 10:11 AM
Final Approval Date: 01/02/2024		

INTERLOCAL AGREEMENT
REGARDING THE GOVERNMENTAL PARTICIPATION IN THE DESIGN AND CONSTRUCTION OF A TRAFFIC SIGNAL AT THE BAR W RANCH BOULEVARD AND VIA DE SIENNA BOULEVARD INTERSECTION WITH RONALD W REAGAN BOULEVARD

THE STATE OF TEXAS §
§ **KNOW ALL BY THESE PRESENTS:**
COUNTY OF WILLIAMSON §

THIS INTERLOCAL AGREEMENT ("Agreement") is entered into between the CITY OF LEANDER, TEXAS, a Texas municipal corporation (the "**City**") WILLIAMSON COUNTY, TEXAS, a political subdivision of the State of Texas (the "**County**") and the LIBERTY HILL INDEPENDENT SCHOOL DISTRICT (the "**LHISD**"). In this Agreement, the City, the County and the LHISD are sometimes individually referred to as "a Party" and collectively referred to as "the Parties".

WHEREAS, V.T.C.A., Government Code, Chapter 791, the Texas Interlocal Cooperation Act, provides that any one or more public agencies may contract with each other for the performance of governmental functions or services for the promotion and protection of the health and welfare of the inhabitants of this State and the mutual benefit of the parties;

WHEREAS, the Parties desire to participate in the costs to expeditiously design and construct a traffic signal and related appurtenances at the Bar W Ranch Boulevard and Via De Sienna Boulevard intersection with Ronald W Reagan Boulevard (the "Project"); and

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises and agreements of the Parties contained in this Agreement, the Parties agree as follows:

I.
PURPOSE

1.01 General. The purpose of this Agreement is to provide for the Parties' participation in the costs to design and construct the Project at the location shown on Exhibit "A", attached hereto. At this time, the Parties intend to expeditiously design and construct a traffic signal at the location shown in Exhibit "A", in order to enhance safety and mobility at the intersection. The current estimated cost for the design and construction of the traffic signal is Nine Hundred Thousand and No/100 Dollars ($900,000.00).

II.
PARTY OBLIGATIONS

2.01 County Obligations. The County will procure and contract for the design and construction of the Project, as well as manage the construction of the Project. The County will submit the Project plans and specifications to the City and LHISD. Any changes or modifications to the plans will be submitted to the Parties for comment prior to commencing construction. The County will schedule periodic progress meetings as agreed to by the Parties.

2.02 City Obligations. In addition to the City's funding obligations, the City shall operate and maintain the traffic signal and all related appurtenances following the completion and acceptance of the construction of the Project. The City shall also provide a traffic signal cabinet and controller from its inventory for the Project. As part of the Project, a traffic signal cabinet and controller consistent with the technical specifications attached hereto as Exhibit "B" and incorporated by reference herein shall be purchased by the City to replenish the City's inventory. Should the traffic signal cabinet and controller be purchased and an invoice evidencing the purchase be presented to the County before or during the payment schedule described in Section 2.04 hereinbelow, the City's participation will be decreased by the cost of the purchase of the replacement traffic signal cabinet and controller, and in the event this cost is in excess of the then amount due under the payment schedule or the City has completed the described payments, the County will reimburse the City within 30 days of the presentment of the aforementioned invoice.

2.03 Funding Obligations. As outlined in Section 2.04, The City, County and LHISD shall share equally in all costs associated with the preliminary design, final design and construction of the Project, excepting the provision of the traffic signal cabinet and controller and subsequent reimbursement described in Section 2.02 hereinabove. .

2.04 City,LHISD and County Reimbursements for Project. Prior to the execution of this Agreement, LHISD paid the City Traffic Impact Fees relating to the Project in the amount of One Hundred Fifty Thousand and No/100 Dollars ($150,000.00). The City has agreed to contribute LHISD's Traffic Impact Fees toward this Project as a part of its reimbursement amount for the Project. Therefore, City shall reimburse the County the sum of Four Hundred Fifty Thousand and No/100 Dollars ($450,000.00) and LHISD shall reimburse the County the sum of One Hundred Fifty Thousand and No/100 Dollars ($150,000.00)for a total reimbursement of Six Hundred Thousand and No/100 Dollars ($600,000.00) ("City and LHISD Participation") as their cost to participate in the design and construction of the Project, unless altered by the provisions of Section 2.02. The County shall contribute Three Hundred Thousand and No/100 Dollars ($300,000.00) as its cost to participate in the design and construction of the Project. The County will transmit reimbursement requests to the City and LHISD that clearly sets forth the benchmark payment due and, for requests associated with construction work, describe work done for which reimbursement is sought. Reimbursement requests will be sent pursuant to the following payment schedule: 25% upon execution of this Agreement, 25% upon construction contract award, 25% when construction is 50% complete (as determined by the value of the work completed to date against the contract amount) and 25% after the County issues a Certificate of Completion and City accepts the Project for operation and maintenance. The City and the LHISD shall pay invoices pursuant to the Texas Prompt Payment Act.

2.05 Additional Funding; Surplus Funding. As set out herein-above, the current estimated cost for the design and construction of the Project is Nine Hundred Thousand and No/100 Dollars ($900,000.00); provided, however, the final actual costs may exceed or be less than said estimate. In the event the actual costs of the Project exceed the said estimated costs, the Parties agree to each contribute share of one-third (1/3) each towards the additional funding amount necessary to fully design and construct the Project. In the event the actual costs of the Project are less than the said estimated costs and a surplus of funding results, the Parties agree that

each party shall be reimbursed one-third (1/3) of the total surplus funding amount.

III.
DISPUTES

3.01 Material Breach; Notice and Opportunity to Cure.

(a) In the event that one Party or Parties believe that another Party has materially breached one of the provisions of this Agreement, the non-defaulting Party or Parties will make written demand to cure and give the defaulting Party up to 30 days to cure such material breach or, if the curative action cannot reasonably be completed within 30 days, the defaulting Party will commence the curative action within 30 days and thereafter diligently pursue the curative action to completion. Notwithstanding the foregoing, any matters specified in the default notice which may be cured solely by the payment of money must be cured within 10 days after receipt of the notice. This applicable time period must pass before the non-defaulting Party may initiate any remedies available to the non-defaulting party due to such breach.

(b) Any non-defaulting Party will mitigate direct or consequential damage arising from any breach or default to the extent reasonably possible under the circumstances.

(c) The Parties agree that they will negotiate in good faith to resolve any disputes and may engage in non-binding mediation, arbitration or other alternative dispute resolution methods as recommended by the laws of the State of Texas.

3.02 Equitable Relief. In recognition that failure in the performance of the Parties' respective obligations could not be adequately compensated in money damages alone, the Parties agrees that after providing notice and an opportunity to cure in accordance with Section 3.01 above, the Parties shall have the right to request any court, agency or other governmental authority of appropriate jurisdiction to grant any and all remedies which are appropriate to assure conformance to the provisions of this Agreement. The defaulting Party shall be liable to the other for all costs actually incurred in pursuing such remedies, including reasonable attorney's fees, and for any penalties or fines as a result of the failure to comply with the terms including, without limitation, the right to obtain a writ of mandamus or an injunction requiring the governing body of the defaulting party to levy and collect rates and charges or other revenues sufficient to pay the amounts owed under this Agreement.

3.03 Agreement's Remedies Not Exclusive. The provisions of this Agreement providing remedies in the event of a Party's breach are not intended to be exclusive remedies. The Parties retain, except to the extent released or waived by the express terms of this Agreement, all rights at law and in equity to enforce the terms of this Agreement.

V.
GENERAL PROVISIONS

4.01 Authority. This Agreement is made in part under the authority conferred in Chapter 791, *Texas Government Code*.

4.02 Term. This Agreement shall commence upon the last party's execution of this Agreement and shall end upon the completion of the Project and acceptance of the public improvements by the City.

4.03 Severability. The provisions of this Agreement are severable and, if any provision of this Agreement is held to be invalid for any reason by a court or agency of competent jurisdiction, the remainder of this Agreement will not be affected, and this Agreement will be construed as if the invalid portion had never been contained herein.

4.04 Payments from Current Revenues. Any payments required to be made by a Party under this Agreement will be paid from current revenues or other funds lawfully available to the Party for such purpose.

4.5. Force Majeure. If, by reason of force majeure, any party hereto shall be rendered wholly or partially unable to carry out its obligations under this Agreement, then such party shall give written notice of the full particulars of such force majeure to the other party within ten (10) days after the occurrence thereof. The obligations of the party giving such notice, to the extent effected by the force majeure, shall be suspended during the continuance of the inability claimed, except as hereinafter provided, but for no longer period, and the party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term "force majeure" as employed herein shall mean and refer to acts of God; strikes, lockouts, or other industrial disturbances: acts of public enemies, orders of any kind of the government of the United States, the State of Texas or any civil or military authority; insurrections; riots; epidemic; landslides; lightning, earthquakes; fires, hurricanes; storms, floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions; breakage or accidents to machinery, pipelines, or canals; or other causes not reasonably within the control of the party claiming such inability.

4.06 Cooperation. The Parties agree to cooperate at all times in good faith to effectuate the purposes and intent of this Agreement.

4.7 Amendments. Any amendment of this Agreement must be in writing and will be effective if signed by the authorized representatives of the Parties.

4.8 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.

4.9 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.

CITY: 200 West Willis Street
Leander, TX 78641
Attn: City Manager
Telephone: (512) 528-2707
Facsimile: (512) 690-2193

COUNTY:

710 S. Main Street
Georgetown, TX 78626
Attn: William Gravell, Jr.
Telephone: (512) 943-1550
Facsimile: (512) 943-1662

LHISD:

301 Forrest Street
Liberty Hill, TX 78642
Attn: Superintendent
Telephone: (512) 260-5580
Facsimile: (512) 260-5581

4.10 Counterparts; Effect of Partial Execution. This Agreement may be executed simultaneously in multiple counterparts, each of which will be deemed an original, but all of which will constitute the same instrument.

4.11 Authority. Each Party represents and warrants that it has the full right, power and authority to execute this Agreement.

4.12 Entire Agreement. This Agreement contains the entire agreement of the Parties regarding the subject matter hereof and supersedes all prior or contemporaneous understandings or representations, whether oral or written, regarding the subject matter and only relates to those portions of the Project shown in the plans attached hereto as Exhibit "A."

IN WITNESS WHEREOF, the Parties have duly executed and delivered this Agreement to be effective as of the last party's execution below ("Effective Date").

CITY OF LEANDER, TEXAS

By: C. DeLisle
Mayor Christine DeLisle

Date: 12/21, 2023

ATTEST:

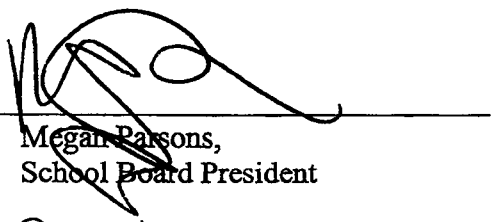
By: Dana Crabtree
Leander City Secretary

WILLIAMSON COUNTY, TEXAS

By:_____
Bill Gravell, Jr., County Judge

Date: _____ ____, 20_____

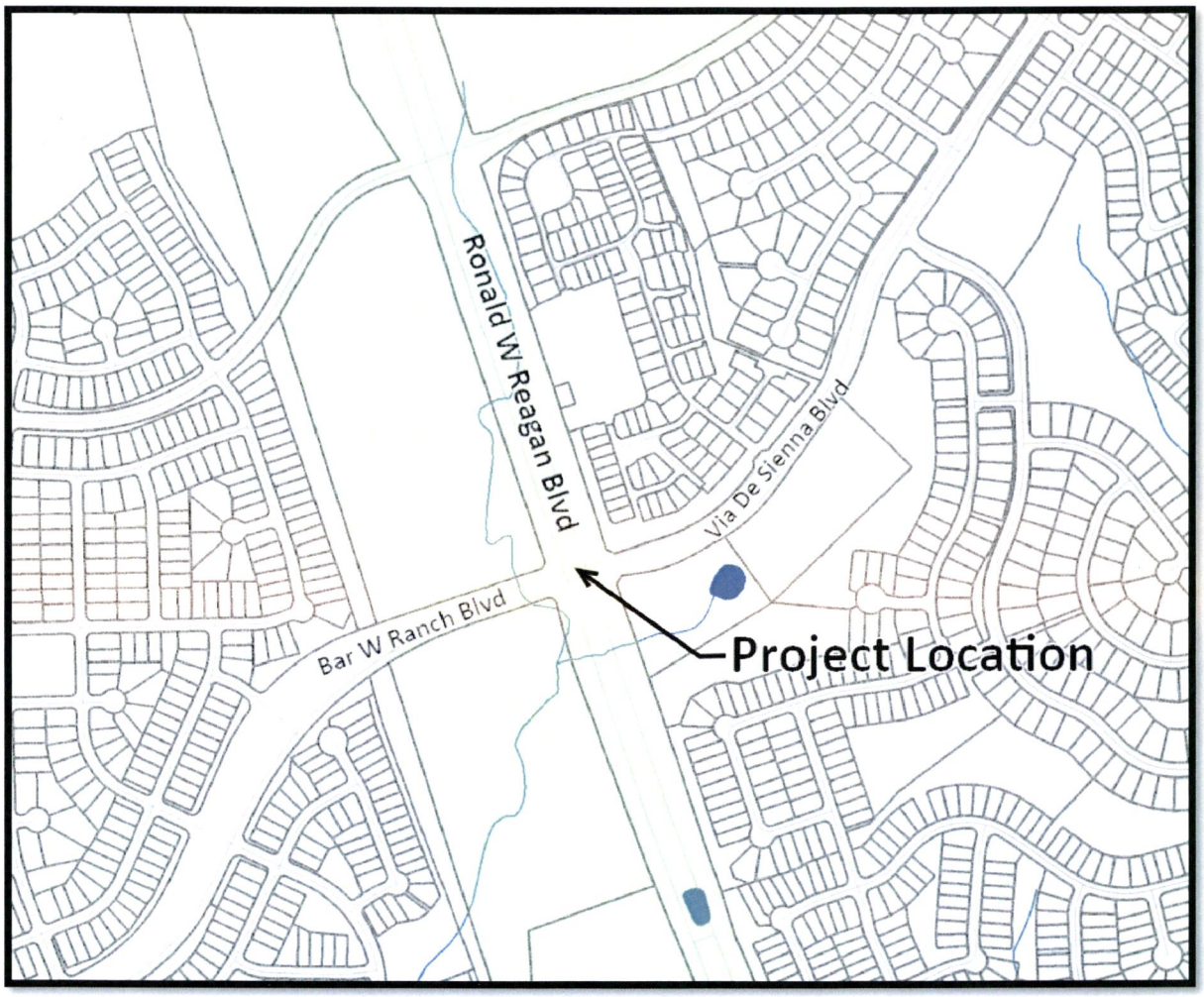
LIBERTY HILL INDEPENDENT SCHOOL DISTRICT

By: 

Megan Parsons,
School Board President

Date: December 18, 2023

EXHIBIT "A"



City of Leander

EXHIBIT B
[SEE ATTACHMENT]

City of Leander TECHNICAL SPECIFICATIONS

The following ***Standard Specifications for Construction of Highways, Streets and Bridges – June 1, 2004 Edition*** published by the **Texas Department of Transportation (TxDOT}** shall govern for all items specified in the Drawings, other than waterline and waste waterline, and except as modified or deleted, in the Special Provisions or by General Note within the Drawing Documents, on the date of advertisement for bids. The Contractor shall acquire a copy of these Specifications and keep this copy on site and available for reference at all times. The specifications are available for download and/or purchase from TxDOT at the website link: http://www.dot.state.tx.us/business/specifications.htm

ITEM 680: INSTALLATION OF HIGHWAY TRAFFIC SIGNALS

References to manufacturer's trade name or catalog numbers are for the purpose of identification only and like materials of other manufacturers can be furnished if they are of equal quality and comply with specifications for this project and are approved by the City of Leander Public Works and Traffic Signal Departments. All traffic signal equipment must be compatible with and integrated into the City of Leander existing traffic signal system.

The City of Leander currently uses a Siemens TACTICS Central Control System. In addition to all specified communication ports, the controllers shall have an active Ethernet port for communications to Central Control via 5.8 GHz Broadband Integrated MIMO radio kit. All traffic signal equipment must be compatible with and integrated into the City of Leander existing system.

The City of Leander currently uses Siemens M60 Model 8132-0000-XXX and Siemens, TS2-Type 2 LINUX Traffic Controllers. The controller supplied must be compatible with existing systems.

The City of Leander currently uses the, Iteris Vantage Next with Vantage Vector and the Vantage Next Camera with the Next ShelfMount. All Radar and Camera equipment must be compatible with the existing Iteris systems. Radars are to be used on all 45mph and above Streets or when warranted.

The City of Leander uses Eagle Traffic Control Model 2562101213 16 loadbay TS2-Type 1 Cabinets. The cabinet supplied must be compatible with existing systems.

The City of Leander currently uses Iteris UltraDish (UD-TP27 BroadBand radios for remote communication. The 5.8 GHz radios supplied must be compatible with the Pegasus Software.

The City of Leander uses ComNet Model CNGE8MS/DIN Managed Switches. Manage Switches provided must be compatible with ComNet existing switches.

This project shall consist of furnishing and installing all materials and equipment for a complete signal system at the proposed location. In addition to these items, the contractor shall be responsible for the following:

1.) Submittal literature shall be provided for all Contractor furnished traffic signal equipment prior to installation.
2) Furnishing and installing luminaire fixtures at locations shown on the plans. Luminaire ballasts shall be rated for operation at 240 volts.
3) The contractor shall notify the City of Leander at least 48 hours prior to the traffic signal turn on.
4) The contractor shall have a qualified technician on the project site to place the traffic signals in operation.
5) During the thirty-day test period, the contractor shall utilize qualified personnel to respond to and diagnose all trouble calls. They shall repair any malfunctions to signal equipment they supplied on the project. A local telephone number (not subject to frequent changes) where trouble calls are to be received on a 24-hour basis shall be provided to the Engineer by the contractor. The contractor's response time to reported calls shall be within a reasonable travel time from a City of Leander address, but not more than two (2) hours maximum. Appropriate repairs shall be made within 24 hours. The contractor shall place a logbook in each controller cabinet and keep a record of each trouble call reported. They shall notify the Public Works department of each trouble call.
6) Furnishing and installing all signs for mounting on new signal poles and mast arms are to be in accordance with Item 636. Signs shall be mounted with Astro-Sign Brackets or Sign-fix aluminum channel or equal as approved by the engineer. Five (5) sets of shop drawings shall be submitted for street name signs.
7) Furnish and install UV Rated Cat5e Cable (BC-Cat5e) and or Belden #8281 coaxial cable and 3 conductor #16 AWB (IMSA 20-1) cable from each Iteris camera assembly to the controller cabinet camera interface. Upon approval by the City of Leander, a combination coaxial/3 conductor cable may be substituted.
8) The contractor shall coordinate with the City of Leander to make Iteris video detection equipment and broadband radio equipment operational.
9) The traffic signal pole heights and mast arm lengths shown on the plans and in the material summary are to be used for bidding purposes only. Prior to fabrication, the contractor, in cooperation with the Inspector, shall make field measurements to determine the actual pole height necessary to ensure a vertical clearance of 17 ft. (5.2 m) minimum, and 19 ft. (5.8 m) maximum from the roadway surface to the bottom of the lowest point on the signal head assembly or mast aim and to determine the mast arm lengths required to mount the traffic signal heads over the traffic signal heads over the traffic lanes. The mast arms shall be straight and level in the area where the signal heads are attached. These field measurements and evaluations shall be determined from the actual field location of the pole foundations, considering all above and below ground utilities and the existing roadway elevations and lane widths.
10) Relocate and/or remove the existing signal heads from the existing signs to the new signals as directed and shown on the plans.
11) Relocate and/or remove the existing sign panels and street name sign panels from existing signals to new signals as directed and shown on the plans. Furnish and install new sign panels as shown on the plans. New sign panels shall be fabricated in accordance with Item 636. Span wire mounted signs shall be mounted as shown on the plans. Furnish all mounting hardware for all signs.

12) Relocate the existing Iteris VIVDS or Radars and equipment from the existing signals to the new signals as directed and shown on the plans.
13) No extra compensation will be allowed for fulfilling the requirements stated above.

Protect all adjoining pavement sections during all phases of construction and any damages incurred due to operations will be repaired and/or replaced at own expense.

Accomplish the erection of poles and luminaires located near any overhead electrical lines using established industry and utility safety practices. Consult with the appropriate utility company before beginning such work.

Furnish and install aluminum signs and brackets to be mounted on traffic signal pole mast arm assemblies with option "C" bracket assemblies for signs as described on the Traffic Signal Support Structures Details. Mount signs horizontal as shown on the plans. This work will not be paid for directly but will be subsidiary to Item 680, "Installation of Highway Traffic Signals".

Clean-up and remove from the work area all loose material resulting from operations each day before work is suspended for the day.

ITEM 682: VEHICLE AND PEDESTRAIN SIGNAL HEADS

All signal heads shall be pre-certified by TxDOT. All pedestrian signal heads shall be countdown pedestrian heads pre-certified by TxDOT.

Provide and install LIGHT EMITTING DIODE (LED) traffic signal lamp units in all vehicle and pedestrian signal head sections.

Provide new signal head housings with TxDOT standard detail TS-BP-20 fluorescent yellow back plates. Cover all signal heads installed, but not in operation, in an approved manner from the time of installation until the signal is placed in operation. This will not be paid for directly, but will be subsidiary to Item 682, "Vehicle and Pedestrian Signal Heads".

Provide and install standard detachable tunnel visors on all signal heads. Provide and install all necessary mounting hardware to insure proper mounting of all signal heads. The mounting hardware and attachments will be new (no reuse of old existing attachment hardware) and the same color as the signal head housings. Use signal heads made of aluminum with 12 inch LED indications and aluminum back plates.

Install signal heads mounted on mast arms, except for heads mounted on end of mast arm, with the OPTION "A" bracket assembly, or OPTION "C" ASTRO-BRAC cable type clamp, as described on the Traffic Signal Support Structures Details, or as approved.

Mount signal heads mounted on end of arm with a 90 degree mast arm elbow fitting as shown on the Structure Assembly on the Traffic Signal Support Structures Details.

Use standard 1 1/2-inch diameter steel pipe side pole mount for pedestrian signal heads.

Provide aluminum pedestrian signal heads. Pedestrian indications will be LED signal sections with symbolized messages as shown on the plans and in accordance with the 2011 TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES. Symbols will be a minimum of 9 inches in height.

Mount pedestrian signals with all wiring enclosed within the signal pole arm mounting hardware, in accordance with ARTICLE 688.3 and 688.4.

Item 684: TRAFFIC SIGNAL CABLES

The conductors in the traffic signal cable shall be stranded for this project. Individual conductors shall be No.14 AWG.

The multi conductor signal cable shown on the plans shall be terminated on the terminal strip in the hand hole of the mast arm signal poles.

Unless otherwise shown on the plans a separate multi-conductor (14 AWG) shall be used inside pedestal poles and mast arm signal poles from the terminal strip to each signal head.

Splices in the conductors from the terminal strip at the hand hole to the signal heads will not be permitted in the pole shaft or in the mast arm.

Each cable shall be identified as shown on the plans with permanent marking labels (Panduit Type PLM standard single marker tie, Thomas & Betts Type 5512M or equivalent) at each ground box, pole base and controller cabinet.

ITEM 686: TRAFFIC SIGNAL POLE ASSEMBLIES (STEEL)

Payment for traffic signal pole foundations is per Item 416, "Drill Shaft Foundations". Furnish and use a circular steel anchor bolt templates as shown on the Traffic Signal Pole Foundation Details for all signal pole foundations on this project.

Attach dampening devices on mast arms 40 feet in length and longer. Make attachment using ASTRO-SIGN-BRAC type mounts option "C" on the Traffic Signal Support Structures Details. Dampening will not be paid for directly, but will be considered subsidiary to Item 680, "Install Highway Traffic Signal".

No exposed signal cable on the mast arm assemblies will be allowed. Install the signal cable so it will exit the mast arm directly behind each signal head as directed. This will require drilling holes in the mast at the exact location for each signal head. Drip loops are not allowed. Provide either option "A" or option "C" signal head bracket assemblies as described on the Traffic Signal Support Structures Details.

ITEM 688: PEDESTRIAN DETECTORS AND VIVDS/Radars

Pedestrian push buttons are required to be a minimum of 2 inches in the smallest dimension and be mounted a minimum height of 38 to a maximum of 42 inches above the sidewalk or landing. The Engineer will approve the location of each pedestrian push button.

Install pedestrian push button signs (R 10-4B) directly above the push buttons.

Installation of pedestrian push buttons signs, electrical connections and all mounting hardware shall not be paid for directly, but considered subsidiary to Item 688, "Traffic Signal Detectors".

ITEM 6266: VEHICLE IMAGING VIDEO DETECTION SYSTEM

The Iteris Radar and Camera currently used by the City of Leander are the Iteris Vantage Next or Vantage Vector. The Iteris Radar and Camera equipment supplied must be compatible and interchangeable with the current City of Leander equipment. The Iteris NEXT System allows the remote monitoring of 4 simultaneous videos and provides remote reconfiguration of Detection Zones through wireless or wired communication.

Install, and make **fully operational** the Iteris Vehicle Imaging Video Detection System (Radars). This includes all radars, mounting hardware, and cable, field set up devices, color monitor, detection processor, connectors and surge suppression panel for AV & Video.

SPECIAL SPECIFICATION 6083

Specification for a Modular (Multi or Single Camera) Hybrid Video Imaging and Radar Detection System

1. General

This specification sets forth the minimum requirements for a system that detects vehicles on a roadway using a multi-sensor detection system.

The multi-sensor system shall utilize two different sensors of different technologies, video imaging and radar, to detect and track licensed and unlicensed vehicles at up to 600 feet. The sensor system shall fuse vehicle information from the two sensors to provide highly accurate and precise detection for simultaneous stop bar presence detection, advanced detection, and special or advanced applications.

1.1 System Hardware

The multi-sensor detection system (MSDS) shall consist of up to four hybrid video camera/radar sensors, one NEXT Central Control Unit Shelf-Mount (CCU), (For input/output

extension modules, video surge suppressors, HDMI monitor and a pointing device, or any combination thereof.

The MSDS will be deployed at locations where site conditions and roadway geometry vary. The MSDS system may also be deployed at locations where existing cabinets or equipment exist. Existing site configurations will dictate the availability of cabinet space and MSDS usage.

1.2 System Software

The system shall include software that discriminately detects the presence of individual vehicles and bicycles in a single or multiple lanes using only the video image. Detection zones shall be defined using only an embedded software application. A monitor, a keyboard and a pointing device are used to place the zones on a video image. A minimum of 32 video detection zones and 32 radar detection zones plus 5 trip lines per sensor shall be available.

A separate computer shall not be required to program the detection zones. In addition to creating vehicle and bicycle zones, the system shall automatically define a pedestrian crossing area in front of the stop bar zones. The system shall provide a tracking mechanism that counts pedestrian volume moving within this crossing area, and also determine the average, maximum, and minimum speed of pedestrians moving within this crossing zone. The system shall also provide discrete outputs when pedestrians are in the crosswalk during normal crossing phases (one for each direction of travel) and when a red phase input has been detected. The system shall also provide a visual indication on the video image that a pedestrian is in the crosswalk.

1.3 *The MSDS shall be made in the U.S.A. in compliance with FTA "Buy America" regulations.*

2. MSDS Hardware

2.1 *Detection Processor (DP) System Interfaces*

The DP shall be a single-rack detector card width, and provide provision for up to two sensors per DP. It may be possible for the DPs to be embedded in the CCU to provide a single cabinet interface. The following interfaces shall be provided on each video detection processor:

2.1.1 Video Input

Each DP will be supplied with video from the MSDS Sensor via Ethernet cables plugged into the front of the Central Control Unit. The interface connectors shall be RJ-45 type.

2.1.2 Video Lock LED

A LED indicator shall be provided to indicate the presence of the video signal. The LED shall illuminate upon valid video synchronization and turn off when the presence of a valid video signal is removed.

2.1.3 Contact Closure Output

Open collector (contact closure) outputs shall be provided. Four (4) open collector outputs shall be provided for the Detection Processor rack-mount configuration. Additionally, the MSDS shall allow the use of extension modules to provide up to 32 open collector contact closures per sensor input. Each open collector output shall be capable of sinking 30mA at 24VDC. Open collector outputs will be used for vehicle detection indicators as well as discrete outputs for alarm conditions. The DP outputs shall be compatible with industry standard detector racks assignments.

2.1.4 Logic Inputs

Logic inputs such as delay/extend or delay inhibit shall be supported through the appropriate detector rack connector pin or front panel connector in the case of the I/O module. For DPs and extension modules, 4 inputs shall be supported via detector rack interface. The I/O module shall accommodate eight (8) inputs through a 15-pin "D" connector.

2.1.5 Detection LEDs

Detection status LEDs shall be provided on the front panel. The LEDs shall illuminate when a contact closure output occurs. Rack-mounted video processors shall have a minimum of four (4) LEDs. Rack-mounted extension modules shall have two (2), four (4) or eight (8) LEDs (depending upon extension module type) to indicate detection.

Where the DP's are integrated into the CCU the detection LEDs shall be displayed virtually on the setup tool.

2.1.6 Test Switches

The front panel of the DP shall have detector test switches to allow the user to manually place vehicle and bicycle calls on each DP output channel. The test switch shall be able to place a momentary call.

Where the DP's are integrated into the CCU the detector test switched shall be activated virtually through the setup tool.

2.2 ***Both the DP and EM shall be specifically designed to mount in a standard detector rack, using the edge connector to obtain power, provide contact closure outputs and accept logic inputs (e.g. delay/extend). No adapters shall be required to mount the DP or EM in a standard detector rack and no rack rewiring shall not be required.***

2.3 ***DP printed circuit boards (PCBs) shall be conformally coated in accordance with Caltrans and NEMA specifications.***

2.4 ***On-board Memory***

The DP shall utilize non-volatile memory technology to store on-board firmware and operational data.

2.5 ***Firmware Upgrade***

The CCU shall enable the loading of modified or enhanced software through either the Ethernet or front-panel USB port (using a USB thumb drive) and without removing or modifying the CCU hardware. The upgrade will affect both the CCU and DP hardware when connected into a single system.

2.6 ***DP and EM Power***

The DP and EM shall be powered by 12 or 24 volts DC. DP and EM modules shall automatically compensate for either 12 or 24 VDC operation. DP power consumption shall not exceed 7.5 watts. The EM power consumption shall not exceed 3 watts.

2.7 ***Operating Temperature***

The MSDS shall operate satisfactorily in a temperature range from -30° F to +165° F (-34° C to +74° C) and a humidity range from 0%RH to 95%RH, non-condensing as set forth in NEMA specifications.

3. MSDS CCU

The MSDS Central Control Unit (CCU) shall be supplied by the MSDS manufacturer.

3.1 *Hardware*

The CCU shall be supplied in One form factors.

1. **Shelf-Mount format; TS2 version. The CCU shall be able to stand up on available shelf-space within the cabinet. All connections shall be made from the front of the CCU, and no external DPs will be required.**

3.2 *CCU Power*

3.2.1 The 19" Rack-mount CCU shall be powered from an 110V or 230V, 50Hz or 60Hz supply. CCU power consumption shall not exceed 20 Watts.

3.2.2 The shelf-mount format CCU shall be powered from a 48V DC power supply. CCU power consumption shall not exceed 150 Watts.

3.3 *Operating Temperature*

The MSDS shall operate satisfactorily in a temperature range from -30° F to +165° F (-34° C to +74° C) and a humidity range from 0%RH to 95%RH, non-condensing as set forth in NEMA specifications.

3.4 *On-board Memory*

The CCU shall utilize non-volatile memory technology to store on-board firmware and operational data.

3.5 *Video Surge Suppression*

The CCU shall incorporate surge suppression for each sensor input. The CCU shall be appropriately grounded to the cabinet ground rod using 14 AWG ($2.5mm^2$) minimum.

3.6 *Power Surge Suppression*

The CCU shall incorporate power surge suppression both on the input power and on the power supplied to the sensors. The CCU shall be appropriately grounded to the cabinet ground rod using 14 AWG ($2.5mm^2$) minimum.

3.7 *Power Management*

The CCU shall incorporate power management for the various parts of the MSDS such that if fault conditions are detected the power supply will safely shut down the power to that peripheral.

3.8 *Interfaces*

3.8.1 Extension Modules

Extension modules (EM) shall be available to eliminate the need of rewiring the detector rack, by enabling the user to plug an extension module into the appropriate slot in the detector rack to provide additional open collector outputs. The EM shall be available in both 2- and 4-channel configurations. EM configurations shall be programmable from the CCU. A separate I/O module shall also be available having 32 outputs through a 37-pin "D" connector on the front panel and 8 inputs through a 15-pin "D" connector using an external wire harness for expanded flexibility.

3.8.2 The CCU shall provide four ports for connection to MSDS sensors. The connector shall be an RJ-45 type.

3.8.3 The CCU shall provide four ports for connection to DPs. The connector shall be an RJ-45 type. These connectors will not be required for the Shelf-Mount TS2 version CCU.

3.8.4 The CCU shall provide 2 USB 'A' ports on the front panel of the rack mount CCU unit. These ports can be utilized for various functions. For example, keyboard and mouse functions during system configuration, USB storage devices can be utilized for bin data and video collection. The USB ports shall not require special mouse software drivers. The USB ports shall be used as part of system setup and configuration

3.8.5 The CCU shall provide an output to a monitor. The port shall be HDMI. The native resolution of the monitor port shall be 1024 x 768.

3.8.6 Communications

An Ethernet communications port shall be provided on the front panel. The Ethernet port shall be compliant with IEEE 802.3 and shall use a RJ-45 type connector mounted on the front panel of the CCU. The Ethernet communications interface shall allow the user to remotely configure the system and/or to extract calculated vehicle/roadway information. The interface protocol shall be documented or interface software shall be provided. Each MSDS shall have the capability to be IP addressable. The DP shall support data rates of up to100Mbps.

3.8.7 The CCU shall provide an SDLC connection to the Traffic Controller. The connector shall be a 'D-15' type, in compliance with NEMA TS-2 specifications.

3.8.8 The CCU shall provide an indicator when the SDLC port is active.

3.8.9 The CCU shall provide an indicator when the unit has power.

3.8.10 The CCU shall provide an indicator when the unit is on line.

3.8.11 The CCU shall provide a Wi-Fi connection. The connection shall be over a standard 2.4GHz connection. The Wi-Fi connection shall be enabled and disabled by a switch on the CCU. The CCU shall provide an indicator when the Wi-Fi connection is active.

3.8.12 The CCU shall provide a connection for a removable antenna. The antenna connection shall be a SMA Male type.

3.8.13 The CCU shall provide system status via an on-board Organic Light Emitting Diode display. The display shall indicate various system parameters, such as sensor health and DP health, firmware version and sensor air temperature. The display will be enabled with a switch on the CCU. The display will automatically disable 15 minutes after the button is pressed.

4. MSDS Sensor

The MSDS sensor shall be supplied by the MSDS manufacturer and consist of two components; a camera sensor and a radar sensor.

4.1 ***The MSDS sensor shall utilize a single shielded CAT5E or CAT6 cable for power, communications and video. Cable termination at the camera shall not require crimping or special tools. The cable termination shall only require a standard wire stripper and a screw driver. No connectors (e.g. BNC) shall be allowed.***

An optional RJ45 direct connector shall be made available if a user chooses to connect the sensor cable with RJ45 connections at the sensor.

4.2 ***Camera Sensor***

4.2.1 The camera sensor shall allow the user to set the focus and field of view of the camera imager via the MSDS software. Sensor control from the controller cabinet shall communicate over a single Cat-5e or CAT6 cable. No additional wires shall be required.

4.2.2 The camera imager shall produce a useable video image of the features of vehicles under all roadway lighting conditions, regardless of time of day. The minimum range of scene luminance over which the camera shall produce a useable video image shall be the

minimum range from nighttime to daytime, but not less than the range 0.003 lux to 10,000 lux.

4.2.3 **The camera imager electronics shall include automatic gain control (AGC) to produce a satisfactory image at night for the MSDS algorithms.**

4.2.4 **The camera imager luminance signal to noise ratio (S/N) shall be more than 50 dB with the automatic gain control (AGC) disabled.**

4.2.5 **The camera imager shall employ three dimensional dynamic noise reduction (3D-DNR) to remove unwanted image noise.**

4.2.6 **The camera imager shall employ wide dynamic range (WDR) technology to compensate for wide dynamic outdoor lighting conditions. The dynamic range shall be greater than 100 dB.**

4.3 ***The camera imager shall be digital signal processor (DSP) based and shall use a CCD sensing element and shall output color video with resolution of not less than 540 TV lines. The color CCD imager shall have a minimum effective area of 811(h) x 508(v) pixels.***

4.3.1 **The camera imager shall include an electronic shutter control based upon average scene luminance and shall be equipped with an auto-iris lens that operates in tandem with the electronic shutter. The electronic shutter shall operate between the range of 1/60th to 1/90,000th second.**

4.3.2 **The camera imager shall utilize automatic white balance.**

4.3.3 **The camera imager shall include a variable focal length lens with variable focus that can be adjusted, without opening up the camera housing, to suit the site geometry by means of a portable interface device designed for that purpose and manufactured by the detection system supplier.**

4.3.4 **The horizontal field of view shall be adjustable from 4.5 to 48 degrees. The sensor camera lens shall be a 12x zoom lens with a focal length of 3.5mm to 35mm.**

4.3.5 **The sensor camera lens shall also have an auto-focus feature with a manual override to facilitate ease of setup.**

4.3.6 **The sensor shall incorporate the use of preset positioning that store zoom and focus positioning information. The sensor shall have the capability to recall the previously stored preset upon application of power.**

4.3.7 The camera imager shall be housed in a weather-tight sealed enclosure. The housing shall allow the sensor camera to be rotated to allow proper alignment between the sensor camera and the traveled road surface.

4.3.8 The sensor camera enclosure shall be equipped with a sunshield. The sunshield shall include a provision for water diversion to prevent water from flowing in the camera sensor's field of view. The camera sensor enclosure with sunshield shall be less than 3.5" (89mm) diameter, less than 5.25" (133mm) long, and shall weigh less than 2.5 pounds (1.14kg) when the camera and lens are mounted inside the enclosure.

4.3.9 The enclosure shall be designed so that the pan, tilt and rotation of the camera sensor assembly can be accomplished independently without affecting the other settings.

4.3.10 Camera Lens

The camera sensor enclosure shall include a proportionally controlled Indium Tin Oxide (ITO) lens coating for the heating element of the front glass that maximizes heat transfer to the lens. The output power of the heater shall vary with temperature, to assure proper operation of the lens functions at low temperatures and prevent moisture condensation on the optical faceplate of the enclosure. The transparent coating shall not impact the visual acuity and shall be optically clear. The glass face on the front of the camera sensor enclosure shall have an anti-reflective coating to minimize light and image reflections.

4.3.11 When mounted outdoors in the enclosure, the camera sensor shall operate satisfactorily in a temperature range from -30° F to +140° F (-34 °C to +60 °C) and a humidity range from 0% RH to 100% RH. Measurement of satisfactory video shall be based upon DP system operation.

4.4 *Radar Sensor*

4.4.1 The radar sensor shall operate in the 24 GHz frequency band and shall operate on 1 of 7 available enumerated channels that is user selectable.

4.4.2 The radar detection range shall be over 500 feet (152 meters) minimum, +/- 5%.

4.4.3 The radar sensor shall be able to track up to 64 independent objects simultaneously.

4.4.4 Object speed detection shall be within a range of 0 to 150 miles per hour +/- 1.0 miles per hour (240 km per hour ± 1.5 km per hour).

4.4.5 The radar sensor shall be able to detect vehicles in 1 to 6 traffic lanes.

4.4.6 The radar sensor shall be housed in a weather-tight sealed enclosure conforming to IP-67 specifications. The housing shall allow the radar to be adjusted to allow proper alignment between the sensor and the traveled road surface.

4.4.7 When mounted outdoors in the enclosure, the radar shall operate in a temperature range from -30 °F to +165 °F (-34 °C to +74 °C) and a humidity range from 0% RH to 100% RH.

4.4.8 The radar sensor shall communicate with the sensor data combiner.

4.4.9 The radar sensor shall acquire its power from the sensor data combiner.

4.5 ***Both camera imager and radar sensors shall be housed in an overall, single enclosure assembly.***

4.6 ***The overall size of the multi-sensor enclosure shall not exceed 14 inches x 15 inches x 17 inches (355mm x 380mm x 430mm).***

4.7 ***The overall weight of the multi-sensor unit shall not exceed 11 pounds (5kg).***

4.8 ***The effective projected area (EPA) shall not exceed 2.0 square feet (0.6 square meters).***

4.9 ***The maximum power consumption for the multi-sensor assembly shall be less than 10 watts typical, 20 watts peak.***

4.10 ***Recommended sensor placement height shall be 33 feet (or 10 meters) above the roadway, and over the traveled way on which vehicles are to be detected. For optimum detection the MSDS sensor should be centered above the traveled roadway. The camera shall view approaching vehicles at a distance not to exceed 350 feet (107 meters) for reliable detection (height to distance ratio of 10:100). Camera placement and field of view (FOV) shall be unobstructed and as noted in the installation documentation provided by the supplier.***

4.11 ***The video signal shall be fully isolated from the sensor enclosure.***

4.12 ***Sensor Data Combiner***

4.12.1 A sensor data combiner that combines sensor information from both video and radar sensors shall be employed.

4.12.2 The sensor data combiner shall supply primary power to each sensor unit.

4.12.3 The sensor data combiner shall facilitate digital communications between the sensor data combiner and each of the sensor units.

4.12.4 The sensor data combiner shall get its primary power from DC power sourced from the CCU using outdoor rated, shielded Cat5E or Cat6 cable.

4.12.5 The sensor data combiner shall communicate with the detection processor using a single outdoor rated, shielded Cat5E or Cat 6 cable. Both video imaging and radar data shall use the single cable.

4.12.6 The sensor data signal shall be fully isolated from the mechanical enclosure

4.12.7 Cable terminations at the sensor data combiner shall not require crimping tools.

4.12.8 The sensor data combiner shall be housed in a weather-tight sealed enclosure conforming to IP-67 specifications.

4.13 ***A weather-proof protective cover shall be provided shall be provided to protect all terminations at the sensor.***

4.14 ***The sensor assembly shall include a temperature sensor. The sensor will be polled by the MSDS every minute and will supply the current air temperature. The MSDS software will display this information on the On-Screen Display for each sensor.***

5. MSDS Software

5.1 *General System Functions*

5.1.1 Detection zones shall be programmed via an embedded application displayed on a video monitor and a keyboard and a pointing device connected to the CCU. The menu shall facilitate placement of detection zones and setting of zone parameters or to configure system parameters. A separate computer shall not be required for programming detection zones or to view system operation. All programming function shall occur on live video images and radar blips, no snapshots or still images are allowed.

5.1.2 The MSDS software shall store up to five completely independent detection zone patterns in non-volatile memory. The MSDS can switch to any one of the five different detection patterns within 1 second of user request via menu selection with the pointing device. Each configuration shall be uniquely labeled and able to be edited by the user for identification. The currently active configuration indicator shall be displayed on the monitor.

5.1.3 The MSDS shall detect vehicles and bicycles in real time as they travel across each camera detection zone.

5.1.4 The MSDS shall detect vehicles in real time as they travel across each radar detection zone.

5.1.5 The DP shall automatically define a pedestrian crossing area, and track pedestrians in real-time as they travel across this pedestrian crossing area in both directions of the camera image. The DP shall count pedestrians moving left-to-right, and right-to-left. The DP shall measure the speed of pedestrians moving left-to-right, and right-to-left, and provide the minimum, maximum, and average speed of the pedestrians per the bin interval. These values shall be displayed on-screen for both directions, and an option shall be provided to the user to turn this on-screen display on or off. This data will be stored in local memory for later retrieval via a remote device. The data will be stored at the Bin Interval set in the system.

5.1.6 The MSDS shall accept new detection patterns from an external computer through the Ethernet port when the external computer uses the correct communications protocol for downloading detection patterns. A Windows™-based software designed for local or remote connection and providing video capture, real-time detection indication and detection zone modification capability shall be provided with the system.

5.1.7 The MSDS shall have the capability to automatically switch to any one of the stored configurations based on the time of day which shall be programmable by the user.

5.1.8 The MSDS shall send its detection patterns to an external computer through the Ethernet port when requested when the external computer uses the appropriate communications protocol for uploading detection patterns.

5.1.9 The MSDS shall default to a safe condition, such as a constant call on each active detection channel, in the event of unacceptable interference or loss of the video and/or radar signal.

5.1.10 The MSDS shall be capable of automatically detecting a low-visibility condition of the camera sensor such as fog and respond by placing all affected detection zones in a constant call mode. A user-selected alarm output shall be active during the low-visibility condition that can be used to modify the controller operation if connected to the appropriate controller input modifier(s). The system shall automatically revert to normal detection mode when the low-visibility condition no longer exists. An On-Screen Icon will be displayed while the system is in this mode.

5.1.11 Up to 32 detection zones per camera input shall be supported and each detection zone must be user-sizeable to suit the site and the desired vehicle detection region.

5.1.12 Up to 32 detection zones per radar input shall be supported and each detection zone must be user-sizeable to suit the site and the desired vehicle detection region.

5.1.13 Up to 5 trip lines per radar input shall be supported and each trip line must be user-positionable to suit the site and the desired vehicle detection application.

5.1.14 The system shall provide a Group output. When a user defined number of vehicles are present in the radar FOV the system shall activate an output.

5.1.15 The MSDS shall provide up to 32 open collector output channels per camera or radar input using one or more extension modules.

5.1.16 The MSDS shall provide discrete outputs when pedestrians are being tracked in the crosswalk. An output may be assigned to pedestrians crossing from left to right and a separate output may be assigned to pedestrians crossing from right to left.

5.1.17 The MSDS shall provide a discrete output when pedestrians are crossing against a red phase. The MSDS shall allow up to 4 phase inputs to be assigned to each crosswalk.

5.1.18 A single video detection zone shall be able to replace multiple inductive loops and the video detection zones shall be OR'ed as the default or may instead be AND'ed together to indicate vehicle presence on a single approach of traffic movement.

5.1.19 When a vehicle is detected within a detection zone, a visual indication of the detection shall activate on the video and radar overlay display to confirm the detection of the vehicle for the zone.

5.1.20 Detection shall be at least 98% accurate in good weather conditions, with slight degradation possible under adverse weather conditions (e.g. rain, snow, or fog) which reduce visibility. Detection accuracy is dependent upon site geometry, sensor placement, camera image quality and detection zone location, and these accuracy levels do not include allowances for occlusion or poor video due to sensor location or quality.

5.1.21 The MSDS shall provide dynamic zone reconfiguration (DZR). DZR sustains normal operation of existing detection zones when one zone is being added or modified during the setup process. The new zone configuration shall not go into effect until the configuration is saved by the operator.

5.1.22 Detection zone setup shall not require site specific information such as latitude and longitude to be entered into the system.

5.1.23 The RDS shall process the radar signals from each sensor at 50mS intervals. Multiple processors shall process all radar signals simultaneously.

5.1.24 The MSDS shall process the video input from each camera sensor at 30 frames per second. Multiple camera processors shall process all video inputs simultaneously.

5.1.25 The MSDS shall output a constant call during the background learning period of no longer than 3 minutes.

5.1.26 Detection zone outputs shall be individually configurable to allow the selection of presence, pulse, extend, and delay outputs. Timing parameters of pulse, extend, and delay outputs shall be user definable between 0.1 to 25.0 seconds.

5.1.27 Up to six detection zones per camera sensor view shall have the capability to count the number of vehicles detected. The count value shall be internally stored for later retrieval through the Ethernet port. The zone shall also have the capability to calculate and store average speed and lane occupancy at user-selectable bin intervals of 10 seconds, 20 seconds, 1 minute, 5 minutes, 15 minutes, 30 minutes and 60 minutes.

5.1.28 The system shall provide an automatic count function for right turn vehicles. Once standard detection zones have been configured the system will determine the path of right turn vehicles and begin to track them. The data will be stored at the chosen bin interval. The current count will be displayed on the video image. The current count display may be disabled by the user.

5.1.29 In addition to the count type zone, the MSDS shall be able to calculate average speed and lane occupancy for all of the video detection zones independently. These values shall be stored in non-volatile memory for later retrieval.

5.1.30 The MSDS shall have an "advance" zone type where raw detection output duration to the traffic controller is compensated for angular occlusion and distance.

5.1.31 The MSDS shall employ color overlays on the video output.

5.1.32 The MSDS shall have the ability to show controller phase status (green, yellow, or red) for up to 8 phases. These indications shall also be color coded.

5.1.33 The user shall have the ability to enable or disable the display of the phase information on the video output.

5.1.34 The MSDS shall have the capability to change the characteristics of a detection zone based on external inputs such as signal phase. Each detection zone shall be able to switch from one zone type (i.e. presence, extension, pulse, etc.) to another zone type based on the signal state. For

example, a zone may be a "count" zone when the phase is green but change to a "presence" zone type when the phase is not green. Another application would be zone type of "extension" when the signal phase is green and then "delay" when red.

5.1.35 The MSDS software shall aid the user in drawing additional detection zones by automatically drawing and placing zones at appropriate locations with only a single click of the mouse. The additional zone shall utilize geometric extrapolation of the parent zone when creating the child zone. The process shall also automatically accommodate lane marking angles and zone overlaps.

5.1.36 The radar sensor shall have the capability to control the output of each radar detection zone based on a minimum or maximum speed. The minimum speed can be set from 0 mph (0 kph) to 249 mph (400 kph). The maximum speed can be set between 1 mph (1 kph) to 250 mph (402 kph).

5.1.37 When the user wishes to modify the location of a zone, the MSDS software shall allow the user move a single zone, multiple zones or all zones simultaneously.

5.1.38 When the user wishes to modify the geometric shape of the zone, the MSDS software shall allow the user to change the shape by moving the zone corner or zone sides.

5.1.39 On screen zone identifiers shall be modifiable by the user. The user shall be allowed to select channel output assignments, zone type, input status, zone labels or zone numbers to be the identifier.

5.1.40 The MSDS shall have the capability to show pedestrian activity in the crosswalk through a visual indication on the video output.

5.1.41 The MSDS software shall support bicycle type zones where the zone can differentiate between motorized vehicles and bicycles, producing a call for one but not the other.

5.1.42 Bicycle zone types shall only output when a bicycle is detected. Larger motorized vehicles such as cars and trucks that traverse a bicycle zone shall not provide an output.

5.1.43 The MSDS software shall provide the ability to assign a separate output channel for bicycle zones to allow traffic controllers to implement special bicycle timing.

5.1.44 Placement of bicycle type zones in vehicle lanes shall be allowed.

5.1.45 Upon detection of a bicycle, the video output overlay shall indicate active detection as well as providing a unique bicycle detection identifier to visually distinguish bicycle detection versus vehicle detection.

5.1.46 Up to six bicycle detection zones per camera view shall have the capability to count the number of bicycles detected in addition to their normal detection function. The count value shall be internally stored for later retrieval through the Ethernet port.

5.1.47 Automatic Traffic Volume Graph

The On-Screen Display shall include an Automatic Traffic Volume graph. This graph will display estimated Vehicles Per Hour (VPH) per movement for each camera view. The graph will display a rolling 24 hour period of VPH.

5.1.48 Occupancy Graph

The On-Screen Display shall include an Occupancy Graph. This graph will display estimated approach occupancy for each camera view. The graph will display a rolling 24 hour period of Occupancy.

5.1.49 Speed Graph

The On-Screen Display shall include a Speed Graph. This graph will display average speed of vehicles through the each sensor view for the last Bin Interval. The graph will display a rolling 24 hour period of Speed.

5.1.50 Radar Zone Data Display

Current conditions for the 32 radar zones shall be displayed on the video. The conditions are; un-configured, configured and inactive and configured and active.

5.1.51 Radar Trip Line and Activity Display

Current conditions of the 5 trip lines and any warning flags from the radar shall be displayed on the video.

5.2 *User Interfaces*

This section sets forth the minimum requirements for the MSDS to provide a single point interface to remote and local users. The MSDS shall also have the capability to stream up to four simultaneous video streams over an Ethernet interface.

5.2.1 The user interface shall provide capabilities to enable multiple rack-mounted detection processors to be locally and remotely accessed from a single point via an Ethernet connection.

5.2.2 The device shall allow the operator to view four videos simultaneously or any one video by controls embedded in the MSDS.

5.2.3 Local user access to video detection programming shall be limited to the detection processor unit that is currently being displayed on the monitor.

5.2.4 All local programming and setup parameters for the video detection processor shall be user accessible through the interface unit without requiring the user to swap user interface cables between video detection processors.

5.2.5 Remote access to the device shall be through the built-in Ethernet port via access software running on a Microsoft Windows based personal computer.

5.2.6 A Windows OS remote access firmware shall also be available for remote setup and diagnostics of the interface unit.

5.2.7 The MSDS shall support streaming video technology using H.264 standards to allow the user to monitor video detection imagery over the Ethernet interface. Motion JPEG streaming video shall not be allowed.

5.2.8 The interface unit shall allow eight independent streams, one from each detection processor, to be transported via Ethernet to four independent streaming video players simultaneously in D1 resolution.

5.2.9 The interface shall allow the user to select the resolution of the displayed streamed video.

5.2.10 The interface unit shall support the streaming and display of four concurrent streams in D1 resolution.

5.2.11 The interface shall allow the user to change the unit's Ethernet network settings of IP address, subnet mask and default gateway.

5.2.12 The MSDS shall allow the user to upload new application firmware through the use of the interface, remotely or on-site.

5.2.13 A Windows OS based application will be provided to remotely view video streams from the MSDS.

5.2.14 An iOS and Android based application shall be available to remotely access each configured MSDS on the agency's network. This application shall allow the user to choose between any number of pre-configured intersection locations. Using the iOS or Android device, the application will allow the user to view live video from any camera at that intersection, including vehicle and bicycle detections in real-time. The application will also allow the user to view individual intersection data, including turning movement counts and occupancy. The application will show each data set in time periods of day, week, or month, and have the capability of turning on or off right, left, and thru movement data for turning movement count data. The application will also allow the user to view current system diagnostic data, including the following, but not limited to; individual camera glare and low contrast information, system low contrast, constant call, alarm, reboots, logins, and menu access information.

5.2.15 A Windows based PC application shall be available to remotely access each configured MSDS on the agency's network. The application shall allow the user to choose multiple intersection locations to be displayed simultaneously on the screen. Intersections can be displayed in alphanumeric order. Groups of intersections can be configured to be displayed simultaneously to allow the user to monitor particular corridors of detection. Multiple groups may be configured in the application.

6. SDLC Functionality

This section sets forth the minimum requirements for a full-function BIU and integrated MSDS detection communication. The MSDS shall provide outputs to the controller of vehicle calls from DPs that reside within the detector rack.

6.1 *Functional Capabilities*

The MSDS shall have the capability of monitoring phase information and passing that information and other system data such as "time" from the controller to video detection processor modules. The DP shall also accept data from video processor modules and relay the information to the controller. The unit shall provide a maximum of 64 detector outputs to the controller via the SDLC interface.

6.2 *Requirements*

The module shall be in compliance with the following industry specifications:

- *Transportation Electrical Equipment Specifications (TEES)*, August 16, 2002 (or latest edition), California Department of Transportation

- *NEMA Standard Publication TS 1-1989* (or latest edition), *Traffic Control Systems,* National Electrical Manufacturers Association

- *NEMA Standard Publication TS 2-2003, Traffic Controller Assemblies With NTCIP Requirements, Version 02.06* (or latest edition), National Electrical Manufacturers Association

6.3 *Data Interfaces*

The MSDS shall have two data interfaces:

- The interface to the controller shall be accomplished by the use of the TS-2 SDLC port and protocol in accordance with the TS-2 specifications. The module shall be able to be configured to respond to BIU addresses 8, 9, 10 and 11 or a combination thereof.
- The interface to communicate with card rack video detection processors shall be manufacturer specific.

6.4 *SDLC Communication Indicators*

One LED indicator shall be provided for the TS-2 SDLC interface. The indicator shall be used to inform the user of any communication activity on the SDLC port.

7. Installation

7.1 ***The cable to be used between the sensor and the CCU in the traffic cabinet shall be Cat-5e, shielded, outdoor rated. This cable shall be suitable for installation in conduit or overhead with appropriate span wire. Shielded RJ-45 connectors shall be used where applicable. The Cat-5e cable, RJ-45 connector, stripping and crimping tool shall be approved by the supplier of the video detection system, and the manufacturer's instructions must be followed to ensure proper connection.***

7.2 ***The detection sensor shall be installed by factory-certified installers as recommended by the supplier and documented in installation materials provided by the supplier. Proof of factory certification shall be provided.***

8. Warranty

8.1 ***The supplier shall provide a limited three-year warranty on the MSDS.***

8.2 *During the warranty period, technical support shall be available from the supplier via telephone within 4 hours of the time a call is made by a user, and this support shall be available from factory-certified personnel or factory-certified installers.*

8.3 *During the warranty period, updates to DP software shall be available from the supplier without charge.*

9. Maintenance and Support

9.1 *The supplier shall maintain an adequate inventory of parts to support maintenance and repair of the video detection system. These parts shall be available for delivery within 30 days of placement of an acceptable order at the supplier's then current pricing and terms of sale for said parts.*

9.2 *The supplier shall maintain an ongoing program of technical support for the video detection system. This technical support shall be available via telephone, or via personnel sent to the installation site upon placement of an acceptable order at the supplier's then current pricing and terms of sale for on-site technical support services.*

9.3 *Installation or training support shall be provided by a factory-authorized representative and shall be a minimum IMSA-Level II Traffic Signal Technician certified.*

9.4 *All product documentation shall be written in the English language.*

Commissioners Court - Regular Session **42.**

Meeting Date: 01/09/2024

Family Eldercare ARPA Agreement

Submitted For: Cynthia Long **Submitted By:** Pierce Kathy, Commissioner Pct. #2

Department: Commissioner Pct. #2

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a Notice of Termination of Subrecipient Agreement Between Williamson County and Family Eldercare for Housing and Prevention of Homelessness, being dated effective May 1, 2023.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Termination Letter

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	01/04/2024 11:31 AM
Form Started By: Pierce Kathy		Started On: 01/04/2024 10:52 AM
Final Approval Date: 01/04/2024		

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January 9, 2024

Family Eldercare
Attn: Aaron Alarcon, CEO
1700 Rutherford Lane
Austin, TX 78754

By Regular US Mail and
By Email: aalarcon@familyeldercare.org

RE: Notice of Termination of Subrecipient Agreement Between Williamson County and Family Eldercare for Housing and Prevention of Homelessness, being dated effective May 1, 2023 ("Agreement")

Dear Mr. Alarcon,

In accordance with Article III. of the Agreement, please let this letter serve as notice to Family Eldercare that Williamson County, Texas ("County") has decided to terminate the Agreement. The effective date of termination of the Agreement shall be April 8, 2024.

The Agreement provides that, upon receipt of a notice to terminate, Family Eldercare shall discontinue all services in connection with the performance of the Agreement and shall proceed to promptly cancel all existing orders and contracts insofar as such orders and contracts are chargeable to the Agreement. Furthermore, any and all assets purchased under the Agreement, if any, shall transfer to the County for the purposes outlined therein. Family Eldercare must also submit, within ninety (90) days after receipt this notice of termination, an invoice showing in detail the services performed under the Agreement up to and including the date of termination.

This termination shall not affect any obligations of the parties occurring prior to the termination date. Furthermore, the termination of the Agreement shall not affect any audit rights, record retention and maintenance requirements or other state and federal obligations of the parties, as more fully set out in the Agreement.

The County requests that Family Eldercare work in cooperation with the County to transition any existing care and services to Bluebonnet Trails Community Services, which shall serve as the County's future service provider for the Housing and Prevention of Homelessness Project described in the Agreement. To ensure an efficient transition, Family Eldercare shall not provide any new services under the Agreement following the date of this letter.

The County would like to thank Family Eldercare, in advance, for its assistance and cooperation during this termination process.

Sincerely,

Hal C. Hawes
General Counsel
Phone: (512) 943-3862
Email: hhawes@wilco.org

Commissioners Court - Regular Session **43.**

Meeting Date: 01/09/2024

BTCS ARPA Agreement

Submitted For: Cynthia Long **Submitted By:** Pierce Kathy, Commissioner Pct. #2

Department: Commissioner Pct. #2

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a Subrecipient Agreement Between Williamson County and Bluebonnet Trails Community Services for Housing and Prevention of Homelessness.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

ARPA Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	01/04/2024 11:32 AM
Form Started By: Pierce Kathy		Started On: 01/04/2024 11:19 AM
Final Approval Date: 01/04/2024		

SUBRECIPIENT AGREEMENT BETWEEN WILLIAMSON COUNTY AND BLUEBONNET TRAILS COMMUNITY SERVICES FOR HOUSING AND PREVENTION OF HOMELESSNESS

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 Bluebonnet Trails Community Services ("SUBRECIPIENT" or "BTCS"), (collectively, the "Parties"), and shall be effective on January 9, 2024 ("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 ("SLFRF FUNDS") authorized the ARPA (A.L.N. #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 SLFRF 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 SLFRF 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 SLFRF 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 SLFRF 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 an array of wrap-around supportive services to support housing stability of identified Williamson County residents to reduce homelessness and increase housing sustainability. SUBRECIPIENT will provide care coordination skills and work alongside law enforcement and other non-profit organizations to move 15 Williamson County residents experiencing homelessness into 15 tiny homes dedicated to Williamson County at Community First! Village. SUBRECIPIENT will add two (2) additional Williamson County MCOT (Mobile Crisis Outreach Team) and/or Peer Specialist – member(s) specializing in connecting with law enforcement, coordinating housing, and overseeing the residents in 15 tiny homes. SUBRECIPIENT will coordinate housing stability for ten (10) additional Williamson County residents at other locations during the term of the project.

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 **$583,000 (FIVE HUNDRED, EIGHTY-THREE THOUSAND DOLLARS)** to SUBRECIPIENT from the COUNTY's SLFRF FUNDS to reimburse SUBRECIPIENT for expenses related to eligible uses of SLFRF 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
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) (A.L.N. 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 SLFRF 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:

Bluebonnet Trails Community Services
c/o Andrea Richardson - CEO
1009 North Georgetown Street
Round Rock, Texas 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:

Bluebonnet Trails Community Services

_____
Authorized Signature

_____
Printed Name

Date: January 4, ~~2023~~ 2024

APPENDIX A – Scope of Services
Bluebonnet Trails Community Services (BTCS)
Housing and Prevention of Homelessness

PROJECT DESCRIPTION:

1. Referrals for this program will come from Williamson County law enforcement, behavioral health hospitals and Williamson County Jail and will result in permanent housing in 15 tiny homes located in Community First! Village.

2. Resources needed to support this program and resulting coordination are outlined below:

    a. Staffing: Bluebonnet Trails Community Services (BTCS) will add two (2) Williamson County MCOT staff and/or Peer Specialist – member(s) specializing in connecting with LE, coordinating housing, and overseeing the residents in the fifteen (15) tiny homes dedicated to Williamson County at Community First! Village. During 2024-2025, BTCS will assist an additional 10 residents in securing housing, for a total of 25 Williamson County residents being assisted with securing housing.

    b. Hours: Although Community First! Village operates 8a-5p, exceptions will be offered for Williamson County law enforcement referrals. BTCS will discuss with law enforcement the hours that best meet their needs. MCOT availability 24/7 supports the needs of law enforcement and public safety partners. BTCS will stagger the shifts of additional staff hired to meet the needs of law enforcement and to best achieve Williamson County goals.

    c. Tasks, Responsibilities and Skills Required of the new Positions:
        i. Demonstrate excellent relationship, communication and care coordination skills in working alongside law enforcement; other referral sources; interim housing options; and Community First! Village.
        ii. Able to secure interim housing (paid through ARPA funding) and provide/secure coordinated BTCS care while in interim housing and awaiting a tiny home in Community First! Village.
        iii. Able to assist individuals with clothing (ARPA + Available BTCS Flex Funds), food (ARPA + Available BTCS Flex Funds), medical care and benefits attainment/coordination through BTCS.
        iv. Able to report outcomes leading to refining program and demonstrating success during monthly Williamson County Crisis Response meetings.
        v. Receiving referrals from the following prioritized sources:
            1) Williamson County Law Enforcement
            2) Behavioral Health Hospitals – through active discharge planning for persons identified as homeless in Williamson County
            3) Williamson County Jail – through active release planning for persons identified as homeless
        vi. Able to effectively coordinate with BTCS Supported Housing when an individual elects not to participate in the homelessness program. (Interim

housing through ARPA funds is time-limited. This must be considered during decision-making and planning.)

vii. Able to effectively coordinate with Integral Care and CommUnityCare Health Centers also on the Community First! Village campus.

3. Service Delivery.
    a. Receiving Referrals.
        i. Referrals from Williamson County Law Enforcement: BTCS staff will work closely with Williamson County officials, law enforcement and crisis response teams to identify individuals for referral to the project. BTCS staff will provide the dedicated MCOT line for law enforcement to make referrals of individuals that have been identified as homeless. BTCS staff will establish contact with each identified person and begin the enrollment process.
        ii. Referrals from Behavioral Health Hospitals: When homelessness is identified as a barrier to discharge, the behavioral health hospital will engage BTCS in discharge planning that may include admission to available housing options and/or transitioning the patient to a less intensive step-down program. BTCS staff will establish contact with each identified patient and begin the enrollment process.
        iii. Referrals from Williamson County Jail: When homelessness is identified as a barrier upon release, Williamon County Jail will engage the BTCS Jail Diversion Staff in release planning. BTCS staff will establish contact with each identified inmate and begin the enrollment process.

    b. Engagement. The outreach and engagement phase will help to develop a client-centered approach, and to identify participants' needs and housing related goals. BTCS staff will provide:
        i. Outreach and connection with potential identified program participants.
        ii. Housing navigation and placement to eligible program participants.
        iii. Administration of financial assistance, benefits and resources, as needed, for interim housing.
        iv. Case management over the time the participant is eligible for the program to secure medical care, psychiatric care, food, clothing, transportation, and benefits attainment.

FUNDING METRICS AND OUTCOMES:

1. Work with law enforcement, behavioral health hospitals and Williamson County Jail to place 15 Williamson County residents into dedicated homes at Community First! Village.

2. Provide housing supportive services to 10 additional Williamson County residents at other identified housing locations.

APPENDIX B – Program or Project Budget/Allowable Expenses
Bluebonnet Trails Community Services (BTCS)
Housing and Prevention of Homelessness

BTCS HOUSING AND PREVENTION OF HOMELESSNESS BUDGET:

Budget Category	Funding Stream	2024 Budget	2025 Budget
Staff Salary: 2.0 FTE Mobile Crisis Outreach Team (MCOT)	ARPA Funding - Williamson	$ 154,000	$ 158,620
Staff Benefits: 2.0 FTE	ARPA Funding - Williamson	$ 53,900	$ 55,480
Interim Housing Costs (Rent + Deposit + Utilities)	ARPA Funding - Williamson	$ 50,000	$ 55,000
Food Cost (Partnerships with Food Pantries, Housekeeping Supplies and Personal Hygiene)	ARPA Funding - Williamson	$ 5,000	$ 5,000
Transportation Cost (Public transport options and BTCS transport)	ARPA Funding - Williamson	$ 18,000	$ 18,000
Clothing Cost (Connections with Salvation Army, Goodwill, and other organizations)	ARPA Funding - Williamson	$ 5,000	$ 5,000
Medical Care	BTCS, LSCC, Samaritan, CommUnityCare – benefits attained through BTCS	$ -	$ -
Psychiatric Care	BTCS – benefits attained through BTCS	$ -	$ -
Employment Support	BTCS	$ -	$ -
Yearly Subtotals		$ 285,900	$ 297,100

Total 2-Year Budget	**$ 583,000**

CALENDAR YEAR 2024 AND 2025 BUDGET TOTAL NOT TO EXCEED: $ 583,000

Commissioners Court - Regular Session **44.**

Meeting Date: 01/09/2024

Groundwater Resolution

Submitted For: Cynthia Long **Submitted By:** Pierce Kathy, Commissioner Pct. #2

Department: Commissioner Pct. #2

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on groundwater resolution.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Groundwater Resolution

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	01/03/2024 02:39 PM
Form Started By: Pierce Kathy		Started On: 01/03/2024 01:16 PM
Final Approval Date: 01/03/2024		

State of Texas
County of Williamson
Know all men by these presents:

That on the 9th day of January 2024 the Commissioners Court of Williamson County, Texas met in duly called session at the Williamson County Courthouse, 710 Main Street, Georgetown, Texas, with the following members present:

Bill Gravell, Jr., County Judge
Terry Cook, Commissioner Precinct One
Cynthia P. Long, Commissioner Precinct Two
Valerie Covey, Commissioner Precinct Three
Russ Boles, Commissioner Precinct Four

And at said meeting, among other business, the Court considered the following:

RESOLUTION

WHEREAS, the Williamson County Commissioners Court has approved approximately $77 million dollars in allocations for water and wastewater infrastructure projects through the American Rescue Plan Act (ARPA) on May 24, 2022; and

WHEREAS, on April 11, 2023, the Williamson County Commissioners Court approved a $1 million dollar allocation for a contracted underground water study of aquifers to identify aquifer levels, usage and long-term sustainability for population growth; and

WHEREAS, on May 23, 2023, the Williamson County Commissioners Court authorized the Purchasing Agent to advertise and receive sealed qualifications for Consulting Services for the Williamson County Groundwater Study under #23RFSQ79; and

WHEREAS, after a selection process by an appointed committee, the above Groundwater Study was awarded to LRE Water, LLC on December 19th, 2023; and

WHEREAS, LRE is also partnering with other regional experts, such as the Bureau of Economic Geology and Baylor University to provide the best groundwater science to Williamson County; and

WHEREAS, the Williamson County Commissioners Court is eager to receive the results of the contracted Groundwater Study and will endeavor to take actions that are identified in the study to protect the long-term viability of aquifers in the County, while also protecting local control of our vital water resource.

NOW THEREFORE BE IT RESOLVED, the Williamson County Commissioners Court is seeking scientific information on the aquifers impacting Williamson County and does not support the proposed annexation of Western Williamson County into the Bell County Clearwater Underground Water Conservation District (CUWCD).

RESOLVED THIS 9TH DAY OF JANUARY 2024.

_____
Bill Gravell, Jr. – County Judge

Commissioners Court - Regular Session **45.**

Meeting Date: 01/09/2024

Policy Exception for New Hire

Submitted For: Julie Kiley **Submitted By:** Nathan Zinsmeyer, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a policy exception to allow for the salary of the new hire in the Assistant Internal Audit Director position of the County Auditor's Office to exceed 15% above the minimum.

Background

The Assistant Internal Audit Director (PCN 0646) position budgeted salary is $95,242.58. Bringing in a candidate at 15% above the minimum of the grade places the salary at less than the current market rate for an experienced audit supervisor. The request is to bring in a qualified Certified Government Auditing Professional (CGAP) with over 20 years of governmental audit experience at an annual salary of $95,242.42. This would be an additional 9.1% above the 15% and does not exceed the current budget for the position.

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	01/03/2024 01:26 PM
Form Started By: Nathan Zinsmeyer		Started On: 01/03/2024 09:53 AM
Final Approval Date: 01/03/2024		

Commissioners Court - Regular Session **46.**

Meeting Date: 01/09/2024

Salary Study IT

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 position changes for Information Technology Services (ITS) based on the salary study.

Background

Recommendations are made by Human Resources per Commissioners Court direction using a mixture of information obtained by Trupp (our contract partner), our peer salary study market, and internal comparisons. Monies were set aside during the FY24 budget process in the amount of 250K for mid-year changes. Attached are the details that we will process in Oracle, if recommended changes are approved, with an effective date of 1/19. The total annual amount of all changes is $237,689, with fringe $294,021. Please note, this also includes changes to departments under the ITS umbrella, such as Wireless Communications, Williamson County Radio Communication System, and Public Safety IT. The one change requested under the Williamson County Radio Communications System will be presented to their Board next week for approval. A line item transfer for all monies needed this fiscal year will be placed on the Court agenda for approval on 1/23 for approx. 205K.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

ITS.draft,changes

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	01/04/2024 09:52 AM
Form Started By: Rebecca Clemons		Started On: 01/03/2024 01:58 PM
Final Approval Date: 01/04/2024		

Commissioners Court - Regular Session **47.**

Meeting Date: 01/09/2024

January 2024 Wellness Updates

Submitted For: Rebecca Clemons **Submitted By:** Shelley Loughrey, Human Resources

Department: Human Resources

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action regarding the January 2024 Wellness Updates

- January 2024 Wellness Updates
- Wilco One Wellness Program Brochure.

Background

The Benefits Team created the Wilco One Wellness Program Brochure as a guide to help our employees, and their covered dependents as a resource on what is available in our Wellness Program. During the first quarter of the year, we will be focusing on department education both in person and/or virtually utilizing Team's, so that all employees may understand how to access all the benefits offered within our wellness program and the importance of their engagement for their individual well-being.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

January 2024 Wellness Updates

2024 Wilco One Well Being Program

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	01/04/2024 10:36 AM
Form Started By: Shelley Loughrey		Started On: 01/04/2024 08:51 AM
Final Approval Date: 01/04/2024		

WELLNESS UPDATE

01/09/234

WILCO ONE
one body one mind one you one place

New for 2024 Wellness Action items!

- The Williamson County Wellness Action Items have been updated to offer more flexibility and options.
- You may choose to reach 10,000 points for the year by the following options:
  - Complete the 3 wellness action items as usual (Health Check Survey, Wellness Exam and Biometric Screening form)

    OR
  - Combine action items and activity points in the Virgin Pulse system to reach the 10,000-point level

WELLNESS UPDATE CONTINUED

Wellness Action Items

- For either option, you will want to have items complete as early in the year as possible to avoid issues with the deadline.
- All action items must be completed and turned into the Virgin Pulse system no later than 12/1/2024.
- There are no exceptions, extensions, grace periods or appeals for missing the deadline. Any one not reaching the 10,000 points by picking an option will lose the discounted medical premium rate for 2025.

WELLNESS UPDATE CONTINUED

2024 Massage Reimbursement

- Form for submissions will be open soon!
- Email Communication will be sent out with instructions

Gym Membership Discounts

- Wilco Medical plans have One Pass Select available now!
- All Full and Part time employees have access to Active&Fit Direct

Wilco One

Well -Being Program

WILCO ONE

one **body** one **mind** one **you** ***one place***

Be Your Own Health Hero!

Welcome to your Wilco One Well-being Program. We offer lots of exciting opportunities for you and your family to remain healthy and engaged in your own well-being.

With the current changing landscape of healthcare, individuals must be not only knowledgeable but active participants in their own health. This means living a healthy and active lifestyle, properly using health care options, understanding benefits and programs offered, and participating in preventative care through the year.

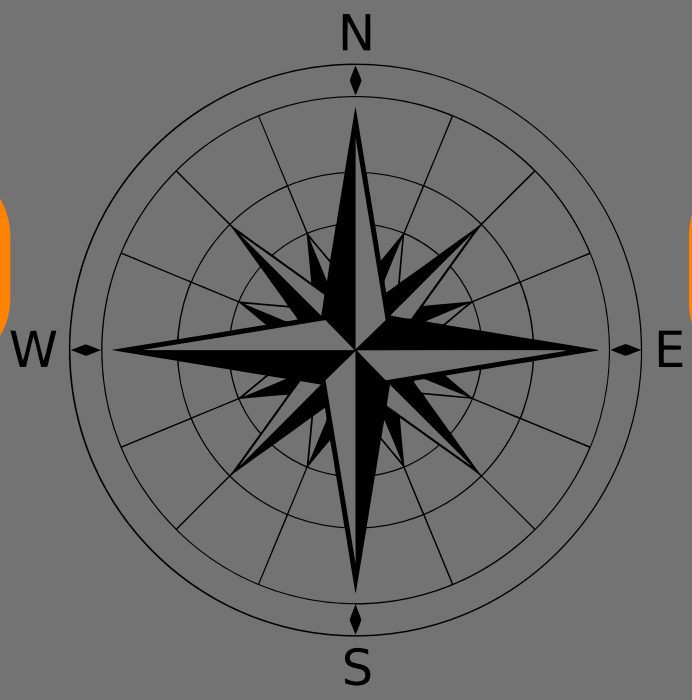
Wilco is a self-funded entity, meaning the County, as well as every employee, shares in the healthcare costs. The way we reduce overall costs, co-pays, deductibles, healthcare spending and bring in more benefits is to have an employee base that is healthy and engaged.

This year our theme is Be Your Own Health Hero and we encourage you take control of your own health by using the following programs on your health journey.

Benefitsteam@wilco.org

Benefits Compass

Benefits Portal:
All Wilco benefit info



Liveandworkwell.com
Employee Well-Being

Myuhc.com:
Medical, Dental,
Vision

Virgin Pulse:
Wellness Platform

Use your Benefits Compass to navigate your benefits resources!

Wellness Actions

The Wellness Actions are actions that an employee and their spouse covered on a Williamson County Medical Plan will need to do each year in order to remain at the discounted medical premium rate. Failure to do the actions will result in medical premiums being raised by $100 per month for the following year.

All actions/points must be accounted for and completed in the Virgin Pulse system by **12/01/24**. Please note, biometric forms can take 3 - 14 days for processing time

No exceptions, extensions, grace periods, or appeals for missing the deadline.

Health Check Survey

The Health Check Survey is intended to have each individual answer questions about their health and habits so they can see where their current health lies and how they may improve it.

Physical Exam

The physical exam is intended for each individual to see a doctor at least one time a year to discuss health issues as well as get help and education about improving health or well-being.

Biometric Form

The Biometric Screening Lab work is intended for each individual to have blood work done so they can know their health numbers, speak with their doctor about results, and improve health outcomes and well-being.

Individuals may also choose to earn points during the year that will satisfy the wellness action requirements. Employees/Spouses choosing to earn points rather than complete the above 3 items will need to earn 10,000 points by engaging with the program during the year in the Virgin Pulse system to qualify for the discounted rate.

See Benefits Portal or contact benefits team for more information

Quick Program Guide

UHC Programs

Real appeal
Lifestyle weightloss program through UHC
enroll.realappeal.com

KAIA
A convenient and holistic digital Musculoskeletal support solution
Download app on your phone

Gym Discounts

Monthly Gym Discount Programs
Choose from a network of gyms and facilites for one low price:
Active&Fit Direct Program

One Pass Select Program

Local Fitness Discounts
Discounts available to local programs:

Camp Gladiator - 10% off memberships

YMCA - Local Rates apply

Employee Discounts

Discounts available on a wide range of items, including tech, travel, and more.

Beneplace Discount Portal
https://wilco.savings.beneplace.com

Fast Park and Relax (Austin Airport)
https://www.thefastpark.com/
Code: F6D3P8

Employee Assistance Program

Our EAP provides many resources including mental health, financial and legal consults, id theft resources and more.

866-374-6061 or
24 hour access online at:
liveandworkwell.com
Access code: wilco

Nicotine Cessation program

The nicotine cessation program is open for any employee who would like support in stopping the use of nicotine products.

Reasonable Alternative Program

To complete the Reasonable Alternative Program and remove the $100 a month charge from your medical premium, you must complete four (4) telephonic coaching sessions (20 minutes each) over the 3 -month period (1 call per month) through Virgin Pulse. The charge will remain if completion of all 4 coaching sessions are not met.

Runs January through March 2024

Virgin Pulse>Rewards>Coaching> 4 online coaching appointments

Acupuncture

Expanded option under medical plans

Massage Reimbursement

up to $40 once per quarter (total 4 times a year)

See Benefits Portal or contact benefits team for more information

Commissioners Court - Regular Session **48.**

Meeting Date: 01/09/2024

Brinegar Listing Agreement

Submitted By: Hal Hawes, General Counsel

Department: General Counsel

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on an revised Real Estate Listing Agreement between Williamson County, Texas and Brinegar Properties for the lease of 124 acres of land situated near the intersection of Landfill Road and FM 1660 in Hutto, Williamson County, Texas for purposes of farming pursuant to the terms of said Commercial Real Estate Listing Agreement and in accordance with Texas Local Government Code Section 263.008.

Background

On November 11, 2023, the Commissioners Court approved a prior listing agreement with Brinegar Properties for the lease of a 75-acre tract near the intersection of Landfill Road and FM 1660 in Hutto, Williamson County, Texas. An adjacent 49-acre tract became available and is being added to the lease offering. This updated listing agreement now contains the new property description of 124 total acres (75-acre tract and 49-acre tract), along with a broker's fee of $1,000.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Brinegar Listing Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	01/04/2024 12:10 PM
Form Started By: Hal Hawes		Started On: 01/04/2024 11:49 AM
Final Approval Date: 01/04/2024		

TEXAS REALTORS

COMMERCIAL REAL ESTATE LISTING AGREEMENT
EXCLUSIVE RIGHT TO LEASE

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS®, INC. IS NOT AUTHORIZED.
©Texas Association of REALTORS®, Inc. 2022

1. **PARTIES:** The parties to this agreement (this Listing) are:

Landlord: **Williamson County Texas**

Address: **710 Main St, Suite 101**
City, State, Zip: **Georgetown, TX 78626**
Phone: _____ Mobile: **(512)947-2353** Fax or E-mail: **russ.boles@wilco.org**

Broker: **Brinegar Properties**

Address: **401 W Anderson Ave**
City, State, Zip: **Round Rock, TX 78664-4307**
Phone: **(512)940-0188** Mobile: _____ Fax or E-mail: **bb@512texas.com**

Landlord appoints Broker as Landlord's sole and exclusive real estate agent and grants to Broker the exclusive right to lease the Property.

2. **PROPERTY:** "Property" means the following real property in Texas along with all its improvements:

Building or Complex: _____
Address: **Intersection of Landfill Road and FM 1660**
City: **Hutto** County: **Williamson** Zip: **78634**
Legal Description of land on which Property lies *(Identify exhibit if described on attachment)*: **Exhibit A**

The Property contains approximately **5880600** square feet of rentable area. The rentable area of the Property may not equal the actual useable area within the Property and may include an allocation of common areas in the building or complex.
(If the Property is a condominium, attach Condominium Addendum to Listing (TXR-1401.)

3. **LISTING PRICE:**

A. Landlord instructs Broker to market the Property at the following base rental rate: $ **80/acre/year, provided, however, offers for less than said amount shall be communicated to Landlord and Landlord may agree to lease the Property for less than the said amount.**.

B. At the rental rate stated in Paragraph 3A, Broker is to market the Property under the following terms:

[X] (1) Landlord will lease the Property for a term of not fewer than **36** months and not more than **60** months.

☐ (2) Expense Reimbursements calculated under the following method: *(Check only one box):*

☐ (a) Base-year expenses: A tenant is to pay the tenant's pro rata share of the following expenses for the Property that exceed the amount of base-year expenses for: ☐ taxes, ☐ insurance, ☐ CAM, and ☐ _____.

☐ (b) Expense-stops: A tenant is to pay the tenant's pro rata share of the following expenses for the Property that exceed $ _____ per square foot per year for: ☐ taxes, ☐ insurance, ☐ CAM, and ☐ _____.

☐ (c) Net: A tenant is to pay the tenant's pro rata share of expenses for the following expenses: ☐ taxes, ☐ insurance, ☐ CAM, and ☐ _____
_____.

Unless Landlord provides Broker with written definitions otherwise, the phrases "base-year expenses", "expense stops," "CAM," "insurance", and "taxes" have the meanings assigned to those terms in the Commercial Lease Addendum for Expense Reimbursement (TXR-2103) published by Texas REALTORS®.

☐ (3) Percentage Rate equal to _____ % multiplied by tenant's gross sales that exceed _____
_____.

☐ (4) Parking Rental calculated as follows: _____
_____.

☐ (5) Rent increases in the base rent calculated as follows: _____
_____.

☐ (6) Tenant Improvement Allowance that Landlord will provide as follows: _____
_____.

☐ (7) _____
_____.

4. **TERM:** This Listing begins on **January 5, 2024** and ends at 11:59 p.m. on **June 30, 2024**. Landlord may terminate this Listing on notice to Broker any time after **June 30, 2024**.

5. **BROKER'S FEE:**

A. Fee: When earned and payable, Landlord will pay Broker a fee of:

☐ (1) _____ % of all base rents to be paid over the term of the lease and the same percentage of the following items to be paid over the term of the lease: ☐ expense reimbursements, and ☐ _____.

☒ (2) **Agreed upon flat fee of $1,000.00**.

B. Earned: Broker's fee is earned when any one of the following occurs during this Listing:
(1) Landlord leases or agrees to lease all or part of the Property to anyone on any terms;

(2) Broker, individually or in cooperation with another broker, procures a tenant ready, willing, and able to lease all or part of the Property on the terms stated in Paragraph 3 or on any other terms acceptable to Landlord;
(3) Landlord grants or agrees to grant to another person an option to lease all or part of the Property on any terms; or
(4) Landlord breaches this Listing.

C. Payable:
(1) Once earned, Broker's fee is payable according to the following schedule: *(Check one box only.)*

☒ (a) in one payment upon **execution of lease** .

☐ (b) one-half of Broker's fee at the time Landlord and a tenant execute a lease and the remainder on the date the lease commences.

☐ (c) _____
_____
_____.

(2) If Landlord breaches this Listing or refuses to lease the Property to a prospective tenant after Broker's fees have been earned, Broker's fees are immediately payable in full.

~~D. Other Fees:~~

~~☐ (1) Renewal Fees:~~

~~☐ (a) Tenants Procured by Broker: If, during this Listing or after it ends, Landlord extends, renews, or expands a lease with a tenant procured by Broker, either individually or in cooperation with another broker, Landlord will pay Broker an additional fee of:~~

~~☐ (1) _____% of all base rents to be paid over the term of the renewal or extension and the same percentage of the following items to be paid over the same term: ☐ expense reimbursements based on initial amounts ☐ _____;~~

~~☐ (2) _____% of all base rents to be paid over the term of the expansion and the same percentage of the following items to be paid over the same term: ☐ expense reimbursements based on initial amounts ☐ _____; or~~

~~☐ (3) _____
_____.~~

~~☐ (b) Existing Tenants: If, during this Listing, Landlord extends, renews, or expands a lease with a tenant who is occupying all or part of the Property on the date this Listing begins, Landlord will pay Broker an additional fee of:~~

~~☐ (1) _____% of all base rents to be paid over the term of the renewal or extension and the same percentage of the following items to be paid over the same term: ☐ expense reimbursements based on initial amounts ☐ _____
_____;~~

~~☐ (2) _____% of all base rents to be paid over the term of the expansion and the same percentage of the following items to be paid over the same term: ☐ expense reimbursements based on initial amounts ☐ _____
_____; or~~

Commercial Listing concerning **Intersection of Landfill Road and FM 1660, Hutto, 78634**

☐ (3) _____

_____.

~~In addition to their ordinary meanings, "extensions," "renewals," and "expansions" include new leases for more, less, or different space in the building or complex in which the Property is located. The fees under Paragraph 5D(1)(a) and (b) are earned and payable in full at the time the extension, renewal, or expansion commences.~~

☐ ~~(2) Fees in Event of a Sale:~~

☐ ~~(a) If, during this Listing, Landlord sells the Property, Landlord will pay Broker an additional fee equal to _____% of the sales price for the Property.~~

☐ ~~(b) If Landlord sells the Property to a tenant procured by Broker not later than the time the tenant vacates the Property, Landlord will pay Broker an additional fee equal to _____% of the sales price for the Property.~~

~~"Sell" means to sell, agree to sell, convey, agree to convey, exchange, agree to exchange, transfer, or agree to transfer a legal or equitable interest (excluding a lease or rental) either by written or oral agreement or by option. The fee for a sale under this Paragraph 5D(2) is earned at the time Landlord agrees to sell the Property and is payable at the closing of the sale regardless of whether closing occurs during the term of this Listing or after its termination.~~

☐ ~~(3) Service Providers: If Broker refers Landlord or a prospective tenant to a service provider~~ (e.g., ~~mover, cable company, telecommunications provider, utility, or contractor) Broker may receive a fee from the service provider for the referral. Any referral fee Broker receives under this Paragraph 5D(3) is in addition to any other compensation Broker may receive under this Listing.~~

☐ ~~(4) Other Fees and/or Reimbursable Expenses:~~ _____

_____

_____

_____.

E. Protection Period:

(1) "Protection period" means that time starting the day after this Listing ends and continuing for **90** days.

(2) Not later than 10 days after this Listing ends Broker may send Landlord written notice specifying the names of persons whose attention Broker has called to the Property during this Listing. If Landlord agrees to lease or sell all or part of the Property during the protection period to a person named in the notice or to a relative or business associate of a person named in the notice, Landlord will pay Broker, upon the execution of the lease or upon closing of the sale (whichever applies), the amount Broker would have been entitled to receive if this Listing were still in effect.

(3) "Person" means any person in any capacity whether an individual or entity.

(4) This Paragraph 5E survives termination of this Listing.

F. County: All amounts payable to Broker are to be paid in cash in **Williamson** County, Texas.

NOTICE: Under Chapter 62, Texas Property Code, Broker is entitled to claim a lien against the Property to secure payment of an earned commission.

6. EXCLUSIONS:

A. Under a prior listing agreement Landlord is obligated to pay another Texas licensed broker a fee if Landlord leases or sells all or part of the Property before _____ to any of the following persons: _____

_____

_____ (named exclusions).

B. If Landlord enters into a contract to lease or sell all or part of the Property to a named exclusion before the date specified in Paragraph 6A, Landlord will not be obligated to pay Broker the fees under Paragraph 5 of this Listing, but Landlord will pay Broker, upon the closing of the sale or upon execution of the lease, a fee equal to:

(1) _____ % of the sales price if Landlord sells the Property;

(2) _____ % of all base rents to be paid over the term of the lease if Landlord leases the Property and the same percentage of the following items to be paid over the term of the lease: ☐ expense reimbursements, and ☐ _____ ; and

(3) _____

_____.

C. If Landlord agrees to lease or sell all or part of the Property to a named exclusion, Broker ☐ will ☐ will not assist Landlord in negotiating and closing the transaction to the named exclusion.

7. ACCESS TO THE PROPERTY: Authorizing access to the Property means giving permission to another person to enter the Property, disclosing any security codes necessary to enter the Property to such person and lending a key to the Property to such person. To facilitate the efficient showing and lease of the Property, Landlord instructs Broker and Broker's associates to: (i) access the Property at reasonable times; (ii) authorize other brokers, inspectors, appraisers, lenders, surveyors, engineers, and repair persons to enter the Property at reasonable times; and (iii) duplicate keys to facilitate convenient and efficient showings.

8. COOPERATION WITH OTHER BROKERS: Broker will allow other brokers to show the Property to prospective tenants. If the other broker procures a tenant who leases the Property, Broker will offer to pay the other broker a portion of Broker's fee under Paragraph 5.

9. INTERMEDIARY: *(Check A or B only.)*

☒ A. Intermediary Status: Broker may show the Property to interested prospective tenants or buyers who Broker represents. If a prospect who Broker represents offers to lease or buy the Property, Landlord authorizes Broker to act as an intermediary and Broker will notify Landlord that Broker will service the parties in accordance with one of the following alternatives.

(1) If a prospect who Broker represents is serviced by an associate other than the associate servicing Landlord under this Listing, Broker may notify Landlord that Broker will: (a) appoint the associate then servicing Landlord to communicate with, carry out instructions of, and provide opinions and advice during negotiations to Landlord; and (b) appoint the associate then servicing the prospect to the prospect for the same purpose.

(2) If a prospect who Broker represents is serviced by the same associate who is servicing Landlord, Broker may notify Landlord that Broker will: (a) appoint another associate to communicate with, carry out instructions of, and provide opinions and advice during negotiations to the prospect; and (b) appoint the associate servicing the Landlord under this Listing to the Landlord for the same purpose.

(3) Broker may notify Landlord that Broker will make no appointments as described under this Paragraph 9A and, in such an event, the associate servicing the parties will act solely as Broker's

intermediary representative, who may facilitate the transaction but will not render opinions or advice during negotiations to either party.

☐ B. No Intermediary Status: Landlord agrees that Broker will not show the Property to prospects who Broker represents.

Notice: **If Broker acts as an intermediary under Paragraph 9A, Broker and Broker's associates:**

- **may not disclose to the prospect that Landlord will accept a price less than the asking price unless otherwise instructed in a separate writing by Landlord;**
- **may not disclose to Landlord that the prospect will pay a price greater than the price submitted in a written offer to Landlord unless otherwise instructed in a separate writing by the prospect;**
- **may not disclose any confidential information or any information Landlord or the prospect specifically instructs Broker in writing not to disclose unless otherwise instructed in a separate writing by the respective party or required to disclose the information by the Real Estate License Act or a court order or if the information materially relates to the condition of the property;**
- **may not treat a party to the transaction dishonestly; and**
- **may not violate the Real Estate License Act.**

10. CONFIDENTIAL INFORMATION: During this Listing or after it ends, Broker may not knowingly disclose information obtained in confidence from Landlord except as authorized by Landlord or required by law. Broker may not disclose to Landlord any information obtained in confidence regarding any other person Broker represents or may have represented except as required by law.

11. BROKER'S AUTHORITY:

A. Broker will use reasonable efforts and act diligently to market the Property for lease, procure a tenant, and negotiate the lease of the Property.

B. In addition to other authority granted by this Listing, Broker may:
(1) advertise the Property by means and methods as Broker determines is appropriate in any media, including but not limited to:
(a) placing a "For Lease" sign or similar marketing sign on the Property; and
(b) creating and placing information about the Property (including interior and exterior photographs or videos):
(i) on the Internet on Broker's website and on other websites as Broker determines;
(ii) in any advertisements whether in print or electronic media; and
(iii) into listing services that may publicize the information on the Internet or by other means;
(2) reproduce, display, and distribute information about the Property, including the information described under Paragraph 11B(1), for the purposes of marketing the Property;
(3) furnish comparative marketing and lease information about other properties to prospects;
(4) disseminate information about the Property to other brokers and prospects, including applicable disclosures, notices, or other information that Landlord is required to make under law or a contract;
(5) accept security deposits and other funds in trust in accordance with the terms of a lease or sale for all or part of the Property;
(6) disclose the terms of the lease or sale to other brokers, appraisers, other real estate professionals, and any listing services into which information about the Property is placed;
(7) place information about this Listing and a transaction for the Property on an electronic platform (an electronic platform is typically an Internet-based system where professionals related to the transaction, such as title companies and lenders, may receive, view, and input information); and
(8) advertise that Broker "leased" or "sold" the Property after the execution of a lease or closing of a sale of the Property in which Broker was involved.

NOTICE: Any submission of information to a listing service must be made in accordance with the listing service's rules.

C. Broker is not authorized to execute any document in the name of or on behalf of Landlord concerning the Property.

D. Photographs, videos, and compilations of information submitted to a listing service are the property of the listing service for all purposes.

12. REPRESENTATIONS:

A. Except as provided otherwise in this Listing, Landlord represents that:

(1) Landlord has fee simple title to and peaceable possession of the Property and all its improvements and fixtures thereon, unless rented, and the legal capacity to lease the Property;
(2) Landlord is not bound by a listing agreement with another broker for the sale, exchange, or lease of the Property that is or will be in effect during this Listing;
(3) no person or entity has any right to purchase, lease, or acquire the Property by an option, right of refusal, or other agreement;
(4) there are no delinquencies or defaults under any deed of trust, mortgage, or other encumbrance on the Property;
(5) the Property is not subject to the jurisdiction of any court;
(6) Landlord owns sufficient intellectual property rights in any materials which Landlord provides to Broker related to the Property (for example, brochures, photographs, drawings, or articles) to permit Broker to reproduce and distribute such materials for the purposes of marketing the Property or for other purposes related to this agreement; and
(7) all information relating to the Property Landlord provides to Broker is true and correct to the best of Landlord's knowledge.

B. Landlord and Broker must disclose any known condition on the Property that would materially affect the health or safety of an ordinary tenant. *(Check (1) or (2) only.)*

☐ (1) Landlord is not aware of any condition on the Property that would materially affect the health or safety of an ordinary tenant, except as stated in the attached Commercial Property Condition Statement (TXR-1408). Landlord authorizes Broker to furnish prospective tenants and other brokers with a copy of the Commercial Property Condition Statement (TXR-1408).

☒ (2) Except as otherwise provided in this Listing, Landlord is not aware of:
(a) any subsurface: structures, pits, wastes, springs, or improvements;
(b) any pending or threatened litigation, condemnation, or assessment affecting the Property;
(c) any environmental hazards or conditions that materially affect the Property;
(d) whether the Property is or has ever been used for the storage or disposal of hazardous materials or toxic waste, a dump site or landfill, or any underground tanks or containers;
(e) whether radon, asbestos containing materials, urea-formaldehyde foam insulation, lead-based paint, toxic mold (to the extent that it adversely affects the health of ordinary occupants) or other pollutants or contaminants of any nature now exist or have ever existed on the Property;
(f) any wetlands, as defined by federal or state law or regulation, on the Property;
(g) any threatened or endangered species or their habitat on the Property;
(h) any present or past infestation of wood-destroying insects in the Property's improvements;
(i) any contemplated material changes to the Property or surrounding area that would materially and detrimentally affect the ordinary use of the Property;
(j) any condition on the Property that violates any law or ordinance; and
(k) any condition on the Property that would affect the health or safety of an ordinary tenant.

(List any exceptions to (a)-(k) in Special Provisions or an addendum.)

DS BB

13. LANDLORD'S ADDITIONAL PROMISES: Landlord agrees to:

A. cooperate with Broker to facilitate the showing and marketing of the Property;
B. not negotiate with any prospective tenant who may contact Landlord directly, but refer all prospective tenants to Broker;
C. not enter into a listing agreement with another broker for the lease of the Property to become effective during this Listing;
D. not enter into a listing agreement for the sale of all or part of the Property with another broker to become effective during this listing without Broker's written permission;
E. provide Broker with copies of the following, if any, relating to the Property: a current rent roll, all leases including any amendments, architectural plans and drawings, renderings, survey, a current operating statement, environmental inspection reports, engineering reports, and other relevant information that Broker may request during this Listing;
F. advise Broker of any tenants moving in or out of the Property;
G. complete any disclosures or notices required by law or a contract to lease the Property;
H. amend any applicable notices and disclosures if any material change occurs during this Listing; and
I. at Landlord's expense, remove from the Property all:
   (1) "For Lease" (or similarly worded) signs other than Broker's signs;
   (2) "For Sale" signs from the Property unless the Property is listed for sale with another broker; and
   (3) "For Information" signs (or similarly worded) signs other than Broker's signs.

14. LIMITATION OF LIABILITY:

A. If the Property is or becomes vacant during this Listing, Landlord must notify Landlord's casualty insurance company and request a "vacancy clause" to cover the Property. Broker is not responsible for the security of the Property nor for inspecting the Property on any periodic basis.

B. Broker is not responsible or liable in any manner for personal injury to any person or for loss or damage to any person's real or personal property resulting from any act or omission not caused by Broker, including but not limited to injuries or losses caused by:
   (1) other brokers, inspectors, appraisers, lenders, contractors, surveyors, engineers, and other persons who are authorized to access the Property;
   (2) acts of third parties (for example, vandalism and theft);
   (3) freezing or broken water pipes;
   (4) a dangerous condition on the Property; and
   (5) the Property's non-compliance with any law or ordinance.

~~C. Landlord agrees to indemnify and hold Broker and Broker's associates harmless from any damages, costs, attorney's fees, and expenses:~~
   ~~(1) that arise from Landlord's failure to disclose any material information about the Property;~~
   ~~(2) that are caused by Landlord giving incorrect information to Broker, other brokers, or prospects;~~
   ~~(3) that arise from any claim for misuse of intellectual property in any materials or information that Landlord provided to Broker related to the Property or this agreement; or~~
   ~~(4) that are otherwise caused by Landlord or Landlord's negligence.~~

15. SPECIAL PROVISIONS:

16. **DEFAULT:** If Landlord breaches this Listing, Landlord is in default and will be liable to Broker for the amount of the Broker's fee specified in Paragraph 5A and any other fees Broker is entitled to receive under this Listing; Broker may also terminate this Listing and exercise any other remedy at law. If a rental rate is not determinable in the event of a breach, the Listing Price will be the rental rate for the purpose of calculating Broker's fee. If Broker breaches this Listing, Broker is in default and Landlord may exercise any remedy at law.

17. **MEDIATION:** The parties agree to negotiate in good faith in an effort to resolve any dispute that may arise between the parties. If the dispute cannot be resolved by negotiation, the parties will submit the dispute to mediation. The parties to the dispute will choose a mutually acceptable mediator and will share the costs of mediation equally.

18. **ATTORNEY'S FEES:** If Landlord or Broker is a prevailing party in any legal proceeding brought as a result of a dispute under this Listing or any transaction related to or contemplated by this Listing, such party may recover from the non-prevailing party all costs of such proceeding and reasonable attorney's fees.

19. **ADDENDA:** Addenda or information that are part of this Listing are:

- [X] A. Information About Brokerage Services (TXR-2501)
- [X] B. Property Description Exhibit identified in Paragraph 2
- [ ] C. Condominium Addendum to Listing (TXR-1401)
- [ ] D. Commercial Property Condition Statement (TXR-1408)
- [ ] E. Information About On-Site Sewer Facility (TXR-1407)
- [ ] F. Information about Special Flood Hazard Areas (TXR-1414)
- [ ] G. _____

_____.

20. **AGREEMENT OF THE PARTIES:**

A. Entire Agreement: This Listing is the entire agreement of the parties and may not be changed except by written agreement.

B. Assignability: Neither party may assign this Listing without the written consent of the other party.

C. Binding Effect: Landlord's obligations to pay Broker an earned fee is binding upon Landlord and Landlord's heirs, administrators, executors, successors, and permitted assigns.

D. Joint and Several: All Landlords executing this Listing are jointly and severally liable for the performance of all its terms.

E. Governing Law: Texas law governs the interpretation, validity, performance, and enforcement of this Listing.

F. Severability: If a court finds any clause in this Listing invalid or unenforceable, the remainder of this Listing will not be affected and all other provisions of this Listing will remain valid and enforceable.

G. Partial Leases or Sales: If Landlord leases or sells part of the Property before the date this Listing ends, this Listing will continue for the remaining part of the Property through the term of this Listing.

H. Notices: Notices between the parties must be in writing and are effective when sent to the receiving party's address, fax, or e-mail specified in Paragraph 1.

Commercial Listing concerning **Intersection of Landfill Road and FM 1660, Hutto, 78634**

21. ADDITIONAL NOTICES:

A. Broker's fees or the sharing of fees between brokers are not fixed, controlled, recommended, suggested, or maintained by Texas REALTORS®, its local affiliates, or any listing service. Broker's fees are negotiable.

B. The Property must be shown and made available to all persons without regard to race, color, religion, national origin, sex, disability, or familial status. Local ordinances and the National Association of REALTORS® Code of Ethics may provide for additional protected classes (e.g., creed, status as a student, marital status, sexual orientation, or age).

C. Broker cannot give legal advice. This is a legally binding agreement. READ IT CAREFULLY. If you do not understand the effect of this Listing, consult your attorney BEFORE signing.

Landlord: **Williamson County Texas**

By: _____

By (signature): _____
Printed Name: **Judge Bill Gravell Jr**
Title: **County Judge** Date: _____

By: _____

By (signature): _____
Printed Name: _____
Title: _____ Date: _____

Broker:

Broker / Company Name: **Brinegar Properties**

License No. **9002570**

DocuSigned by:
By (signature): Brentley Brinegar
Printed Name: **Brentley Brinegar**
Title: **Broker** License No. **589701**
Date: 1/4/2024

DocuSign Envelope ID: AD564D0B-CDBF-40F6-BC65-010CCCCFC7B2

Being two separate and adjoining tracts of land consisting of approximately 124 acres of land, more or less, described as follows:

1. A 75-acre tract of land, more or less, situated in the John F. Ferguson Survey, Abstract No. 231, Williamson County, Texas, being a part of the tract described in Volume 901, Page 924, Deed Records; and out of the John Thomas Survey, Abstract No. 610, Williamson County, Texas, as described in Volume 901, Page 924, Deed Records, Williamson County, Texas, Williamson County, Texas; and

2. A 49-acre tract of land, more or less, situated in the John F. Ferguson Survey, Abstract No. 231, Williamson County, Texas, being all of a called 50.00 acre. tract of land described in a Deed to Doug Scott, recorded in Document No. 2007075964, Official Public Records Williamson County, Texas.

The above-described tracts of land shall collectively constitute the "Premises". The boundary of the Premises is identified and depicted in the sketch and aerial depictions in Exhibit "A-1", which is attached hereto and incorporated herein for all purposes.

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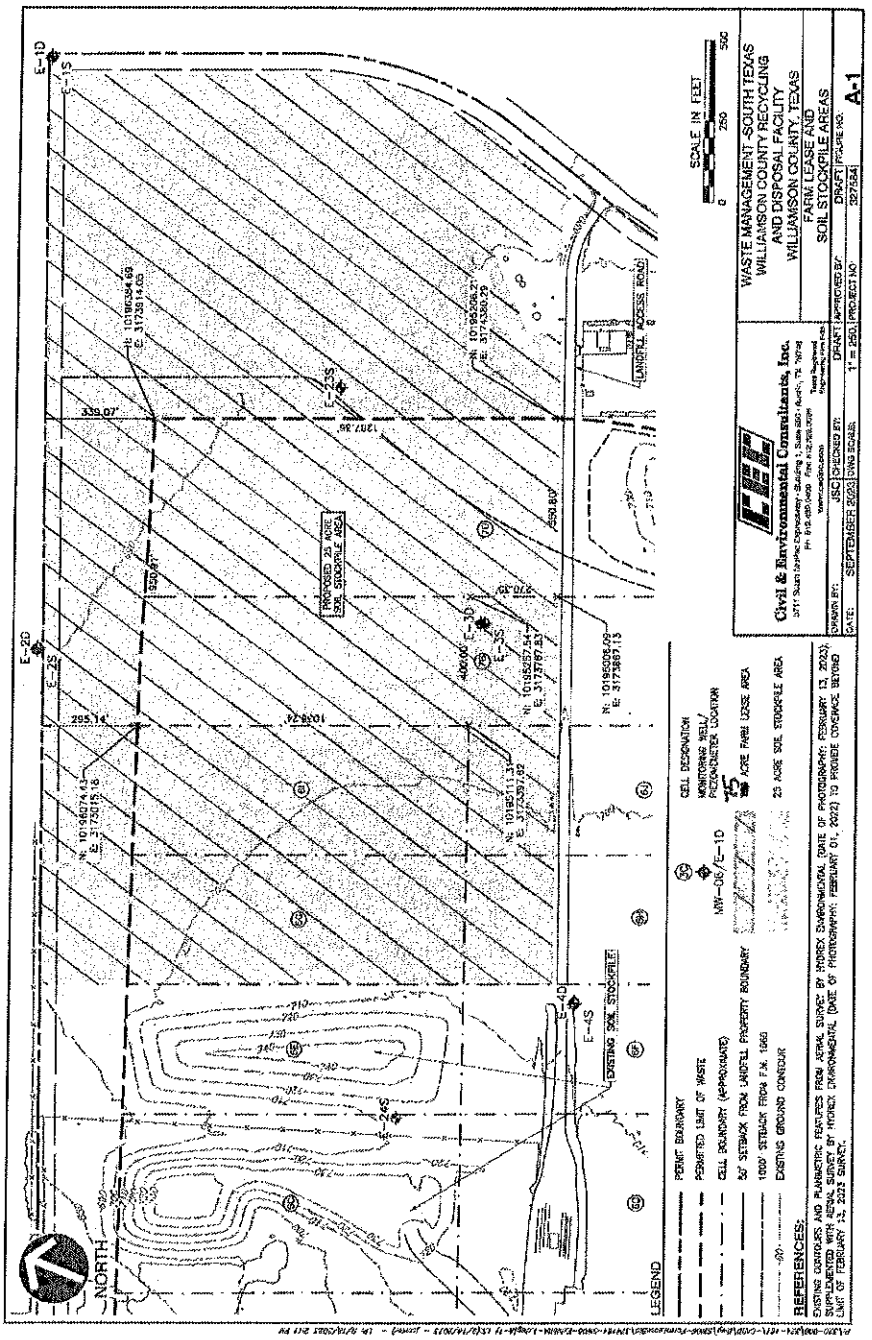

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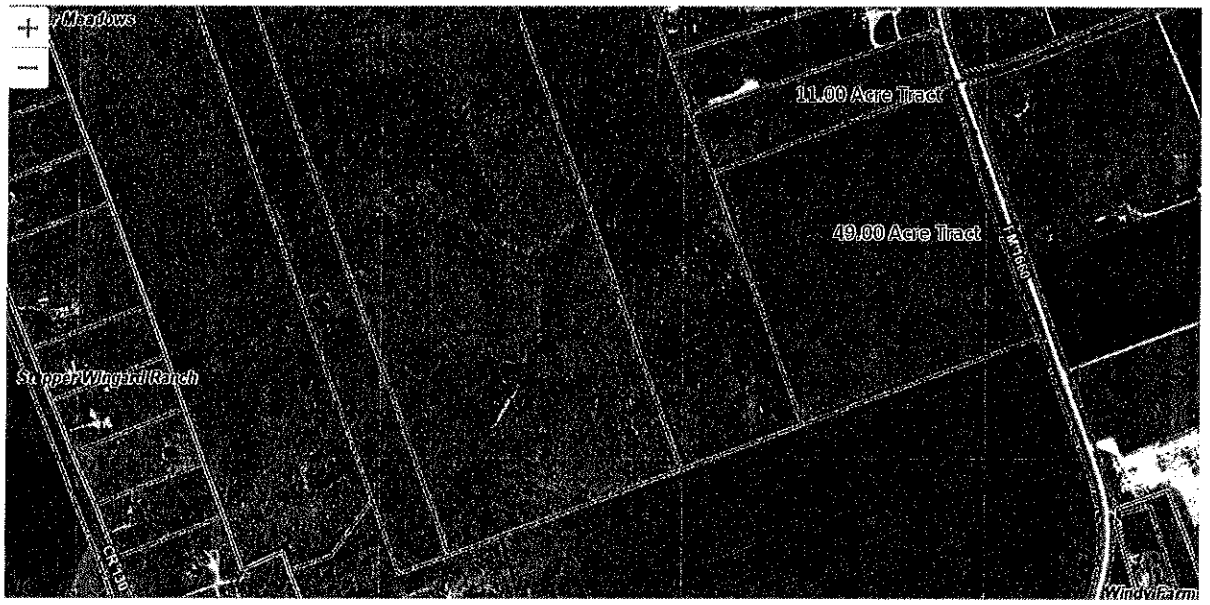

11/2/2015

EQUAL HOUSING OPPORTUNITY

Information About Brokerage Services

Texas law requires all real estate licensees to give the following information about brokerage services to prospective buyers, tenants, sellers and landlords.

TYPES OF REAL ESTATE LICENSE HOLDERS:

- **A BROKER** is responsible for all brokerage activities, including acts performed by sales agents sponsored by the broker.
- **A SALES AGENT** must be sponsored by a broker and works with clients on behalf of the broker.

A BROKER'S MINIMUM DUTIES REQUIRED BY LAW (A client is the person or party that the broker represents):

- Put the interests of the client above all others, including the broker's own interests;
- Inform the client of any material information about the property or transaction received by the broker;
- Answer the client's questions and present any offer to or counter-offer from the client; and
- Treat all parties to a real estate transaction honestly and fairly.

A LICENSE HOLDER CAN REPRESENT A PARTY IN A REAL ESTATE TRANSACTION:

AS AGENT FOR OWNER (SELLER/LANDLORD): The broker becomes the property owner's agent through an agreement with the owner, usually in a written listing to sell or property management agreement. An owner's agent must perform the broker's minimum duties above and must inform the owner of any material information about the property or transaction known by the agent, including information disclosed to the agent or subagent by the buyer or buyer's agent.

AS AGENT FOR BUYER/TENANT: The broker becomes the buyer/tenant's agent by agreeing to represent the buyer, usually through a written representation agreement. A buyer's agent must perform the broker's minimum duties above and must inform the buyer of any material information about the property or transaction known by the agent, including information disclosed to the agent by the seller or seller's agent.

AS AGENT FOR BOTH - INTERMEDIARY: To act as an intermediary between the parties the broker must first obtain the written agreement of each party to the transaction. The written agreement must state who will pay the broker and, in conspicuous bold or underlined print, set forth the broker's obligations as an intermediary. A broker who acts as an intermediary:

- Must treat all parties to the transaction impartially and fairly;
- May, with the parties' written consent, appoint a different license holder associated with the broker to each party (owner and buyer) to communicate with, provide opinions and advice to, and carry out the instructions of each party to the transaction.
- Must not, unless specifically authorized in writing to do so by the party, disclose:
  - that the owner will accept a price less than the written asking price;
  - that the buyer/tenant will pay a price greater than the price submitted in a written offer; and
  - any confidential information or any other information that a party specifically instructs the broker in writing not to disclose, unless required to do so by law.

AS SUBAGENT: A license holder acts as a subagent when aiding a buyer in a transaction without an agreement to represent the buyer. A subagent can assist the buyer but does not represent the buyer and must place the interests of the owner first.

TO AVOID DISPUTES, ALL AGREEMENTS BETWEEN YOU AND A BROKER SHOULD BE IN WRITING AND CLEARLY ESTABLISH:

- The broker's duties and responsibilities to you, and your obligations under the representation agreement.
- Who will pay the broker for services provided to you, when payment will be made and how the payment will be calculated.

LICENSE HOLDER CONTACT INFORMATION: This notice is being provided for information purposes. It does not create an obligation for you to use the broker's services. Please acknowledge receipt of this notice below and retain a copy for your records.

Brinegar Properties	**9002570**	**bb@512texas.com**	**(512)940-0188**
Licensed Broker /Broker Firm Name or Primary Assumed Business Name	License No.	Email	Phone
Brentley Brinegar	**589701**	**bb@512texas.com**	**(512)940-0188**
Designated Broker of Firm	License No.	Email	Phone
Brentley Brinegar	**589701**	**bb@512texas.com**	**(512)940-0188**
Licensed Supervisor of Sales Agent/ Associate	License No.	Email	Phone
Brentley Brinegar	**589701**	**bb@512texas.com**	**(512)940-0188**
Sales Agent/Associate's Name	License No.	Email	Phone

Buyer/Tenant/Seller/Landlord Initials _____ _____ Date _____

Regulated by the Texas Real Estate Commission **Information available at www.trec.texas.gov**

Commissioners Court - Regular Session **49.**

Meeting Date: 01/09/2024

Landfill Farm Lease

Submitted By: Hal Hawes, General Counsel

Department: General Counsel

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on a Farm Lease between Williamson County, Texas, and Weldon Copeland and Kevin Copeland, jointly and severally, for the lease of 124 acres of land situated near the intersection of Landfill Road and FM 1660 in Hutto, Williamson County, Texas for purposes of farming.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Farm Lease - Copeland Landfill

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	01/04/2024 12:11 PM
Form Started By: Hal Hawes		Started On: 01/04/2024 11:55 AM
Final Approval Date: 01/04/2024		

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FARM LEASE

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

THIS FARM LEASE (the "Lease") is made and entered into by and between Williamson County, Texas, being a political subdivision of the State of Texas, hereinafter referred to as "Lessor", and Weldon Copeland and Kevin Copeland, jointly and severally, hereinafter collectively referred to as "Lessee."

In consideration of the rent and the covenants herein contained on the part of Lessee to be kept and performed, the Lessor does hereby lease, demise and let unto the Lessee, and the Lessee hires and rents the SURFACE ONLY, excluding the minerals, of two separate and adjoining tracts of land that consist of approximately **124 acres**, more or less, situated near the intersection of Landfill Road and FM 1660 in Hutto, Williamson County, Texas, as described in Exhibits "A" & "A-1" (the "Premises"), subject to the following terms and conditions:

ARTICLE 1: TERM OF LEASE

The total term of this Lease shall be five (5) years, commencing on the 1st day of February, 2024 (the "Commencement Date") and terminating on the 31st day of January, 2029 (the "Termination Date"), unless sooner terminated in accordance with this Lease. The five (5) separate lease periods that make up the total term of this Lease are as follows:

First Lease Period: **February 1, 2024 to January 31, 2025 (12 months)**

Second Lease Period: **February 1, 2025 to January 31, 2026 (12 months)**

Third Lease Period: **February 1, 2026 to January 31, 2027 (12 months)**

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Fourth Lease Period: **February 1, 2027 to January 31, 2028 (12 months)**

Fifth Lease Period: **February 1, 2028 to January 31, 2029 (12 months)**

ARTICLE 2: RENT; PAYMENT OF RENT

A. **Rent:** Lessee agrees to pay to Lessor, as rent for the Premises, the sum of **$1,860.00** (approximately 124 acres at $15.00 per acre) for each twelve (12) month lease period**.**

B. **Payment of Rent:** The payment of the total rental amount for each lease period shall be paid in two (2) separate equal installments during each Lease Period, with the first installment being due on or before February 1st and the second installment being due on or before August 1st.

C. **Place of Payment:** All rental payments must be made payable to Williamson County and be hand delivered or mailed to the Williamson County Auditor's Office, Attn: Finance Director, 710 Main Street, Suite 301, Georgetown, Texas 78626.

ARTICLE 3: TAXES

Lessee agrees to pay any taxes levied against the crops and personal property and fixtures of Lessee in and about the Premises and any ad valorem taxes assessed against the Premises. **If any taxes of Lessee are levied against Lessor or Lessor's property and Lessor pays those taxes, Lessee, on demand, shall reimburse Lessor for all taxes actually paid on Lessee's behalf. Lessee further agrees to pay, within thirty (30) days of receiving a statement from Lessor, all taxes, assessments and governmental charges of any kind and nature whatsoever levied or assessed against the Lessor's real property (*i.e.* ad valorem taxes) and**

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any such amount shall be deemed to be additional Rent for purposes of this Lease and Lessee's failure to pay such amounts shall constitute a default hereunder.

ARTICLE 4: SUBORDINATION

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

ARTICLE 5: USE OF PREMISES

Lessee shall use the Premises solely for the purpose of planting, raising and harvesting crops, together with all other purposes and activities usually and customarily associated with a farming operation in Williamson County, Texas. Lessee agrees to not use the Premises for any purpose other than for planting, raising and harvesting crops or to alter the Premises, including clearing new roads, moving or erecting any fences, or locating on the Premises any type of permanent or temporary improvement without Lessor's prior written consent. Lessee further agrees to not hunt or fish the Premises or allow anyone else to do so. Lessee hereby acknowledges and understands that Lessor may lease property adjoining the Premises for agricultural or other purposes and that Lessee shall only have farming rights to the Premises and shall not have any rights to farm or use such adjoining acreage.

ARTICLE 6: UTILITIES

Lessee shall pay or cause to be paid all charges for any water, electricity and any other utilities used on the Premises throughout the term of this Lease, including any costs of installation and connection fees.

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ARTICLE 7: LESSEE'S COVENANTS

Lessee further covenants and agrees as follows:

A. To pay and provide the Rent for this Lease, as it is set out herein; to use the Premises in a careful and proper manner for the use specifically described herein; to commit or permit no waste or damages to the Premises; to conduct or permit no business or act that is a nuisance or may be in violation of any federal, state, or local law or ordinance; only use the Premises in such a prudent manner so as to preserve and protect the land and soil; to surrender the Premises on expiration or termination of this Lease in at least as good of a condition as the Premises was in on the date prior to Lessee's occupation of the Premises; cultivate the Premises in a timely, thorough, and farmer-like manner, employing the best methods of farming customarily practiced on like crops in the area and keep, repair and maintain all existing fencing, if any, during the term of this Lease.

B. Lessee assumes the risk of loss on all property and all improvements, including any crops, which are situated on the Premises. Lessee agrees to maintain at all times during this Lease, the insurance described herein below.

C. Upon termination of this Lease, Lessee agrees that all improvements situated on the Premises, whether such improvements were situated on the Premises prior to this Lease or placed on the Premises during this Lease, shall become the property of Lessor, or, at the option of the Lessor, Lessee, at Lessee's sole expense, shall remove all improvements and debris and restore the surface of the Premises to its original condition provided that Lessee placed such improvements on the Premises during the term of this Lease.

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D. To permit Lessor to enter, inspect, and make such repairs to the Premises as Lessor may reasonably desire or show the Premises to prospective purchasers and tenants, at all reasonable times.

E. Lessee agrees that it is solely responsible for making all alterations, additions, or improvements necessary to the Premises to cause the Premises and its intended use to be in compliance with any laws, rules, ordinances, development codes or regulations of any applicable governmental authority, entity, or body, including, without limitation, the Federal Government, the local municipality, the County of Williamson, and the State of Texas and the rules and regulations of the United States Department of Agriculture and the Texas Agriculture Commissioner. The allocation of responsibility to Lessee for compliance with said laws, rules, ordinances, development codes or regulations is a material inducement for the parties to enter into this Lease. The costs incurred in causing the Premises and its intended use to be in compliance with said laws, rules, ordinances, development codes or regulations shall be solely borne by Lessee.

F. Keep all gates on the Premises closed and locked, ingress to and egress from the Premises being at those places designated by Lessor and provide Lessor with all keys and/or combinations to each gate locking mechanism used by Lessee on the Premises.

G. In the event this Lease is terminated early by Lessor, whether such termination is for cause or convenience, Lessee shall pay Lessor any and all rents and amounts, on a pro-rata basis, which were incurred and due prior to or as of the date this Lease is terminated. If Lessee has paid any portion of the annual rental amount in advance, Lessor shall return to Lessee, on a pro-rata basis, the proportion of rents that have been prepaid for any unused portion of a lease period.

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ARTICLE 8: LESSOR'S COVENANTS

Lessor covenants and agrees to warrant and defend Lessee in the enjoyment and peaceful use and operation of the Premises during the term of this Lease, subject to the termination rights set forth herein.

ARTICLE 9: INDEMNIFICATION & INSURANCE

A. INDEMNIFICATION OF LESSOR: LESSOR SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM ANY USE OF THE PREMISES OR ANY NEARBY PREMISES USED BY LESSEE OR ANY PART THEREOF; OR CAUSED BY ANY DEFECT IN ANY BUILDING, STRUCTURE OR OTHER IMPROVEMENT THEREON; OR IN ANY EQUIPMENT OR OTHER FACILITY THEREIN; OR CAUSED BY OR ARISING FROM ANY ACT OR OMISSION OF LESSEE, OR OF ANY OF LESSEE'S AGENTS, EMPLOYEES, LICENSEES, OR INVITEES, OR BY OR FROM ANY ACCIDENT ON THE LAND OR ANY SURROUNDING PREMISES OR ANY FIRE OR OTHER CASUALTY THEREON, OR OCCASIONED BY THE FAILURE OF LESSEE TO MAINTAIN THE PREMISES IN SAFE CONDITION, OR ARISING FROM ANY OTHER CAUSE WHATSOEVER; AND LESSEE HEREBY WAIVES ON ITS BEHALF ALL CLAIMS AND DEMANDS AGAINST LESSOR FOR ANY SUCH LOSS, DAMAGE, OR INJURY OF LESSEE OR OF LESSEE'S AGENTS, EMPLOYEES, LICENSEES, OR INVITEES, AND HEREBY AGREES TO INDEMNIFY, DEFEND AND HOLD LESSOR ENTIRELY FREE AND HARMLESS FROM ALL LIABILITY FOR ANY SUCH LOSS, DAMAGE, OR INJURY OF OTHER PERSONS, AND FROM ALL COSTS AND EXPENSES ARISING THEREFROM. THE TERMS OF THIS INDEMNITY PROVISION SHALL SURVIVE ANY TERMINATION OF THIS LEASE.

B. Insurance: In order to insure the fulfillment of the above referenced indemnity provision, Lessee hereby agrees to maintain, at all times during the Term of this Lease, at Lessee's sole cost, a comprehensive public liability insurance policy protecting Lessor against all claims or demands that may arise or be claimed on account of Lessee's use of the Premises, in an amount of at least $1,000,000.00, per occurrence of accident and/or injury, for injuries to persons and damages to real and/or personal property. Said insurance shall be written by a company or companies acceptable to Lessor, authorized to engage in the business of general liability insurance in the state

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of Texas, and name Lessor as an additional insured. Furthermore, said insurance shall be primary as to any other existing, valid, and collectible insurance. Lessee shall deliver to Lessor annual certificates demonstrating that said insurance is paid up and copies of the insurance policies issued by the insurance companies.

Lessee further agrees to maintain at all times during the Term of this Lease, at Lessee's cost, broad coverage fire and casualty insurance on its property and to provide Lessor with a copy of the policy and a certificate issued by the insurance company demonstrating that insurance is paid up.

Lessee shall, within ten (10) calendar days from the execution of this Lease, obtain a certified statement by each insurance carrier containing a clause providing that the insurance carrier will give Lessor 30 days' written notice before any cancellation shall be effective. The insurance policies shall be provided by Lessee and shall be for a period of at least one year.

ARTICLE 10: DEFAULTS BY LESSEE

In addition to the remedies specifically set forth herein and those available at law or in equity, if Lessee fails to perform or breaches any term, condition or covenant set forth in this Lease, and this failure or breach continues for ten (10) calendar days after a written notice specifying the required performance has been given to Lessee, Lessee shall be in default and Lessor may:

A. enforce specific performance causing Lessee to strictly comply with and perform such term, condition or covenant; or

B. may, but not be obligated to do so, enter the Premises and perform Lessee's obligations for the account of and at the expense of Lessee. Bills for all amounts

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paid by Lessor and all losses, costs, and expenses incurred by Lessor in connection with such performance by Lessor pursuant to this clause, including without limitation, all amounts paid and costs and expenses incurred by Lessor for any property, material, labor or services provided, furnished, or rendered or caused to be provided, furnished or rendered by Lessor to Lessee may be sent by Lessor to Lessee monthly or immediately, at Lessor's option, and shall be due and payable by Lessee to Lessor as additional Rent within five (5) calendar days after same is sent to Lessee by Lessor; or

C. terminate this Lease, without liability, by written notice to Lessee, in which event, the Lease hereby created shall terminate on the tenth (10^{th}) day after such notice is given (the "Termination Date") and Lessee shall within such ten (10) day period vacate the Premises and surrender them to Lessor in the state required under this Lease, with Lessor having the right to reenter and repossess the Premises discharged of this Lease and to expel all occupants and to remove all property therefrom.

Upon the occurrence of any default, Lessor may enter and take possession of the Premises by self-help, by picking or changing locks if necessary, and may lock out Lessee or any other person who may be occupying the Premises, until the default is cured, without being liable for damages.

ARTICLE 11: DEFAULTS BY LESSOR

Defaults by Lessor are failing, within thirty (30) calendar days after receiving written notice from Lessee, to comply with any term, condition or covenant set forth in this Lease. In the

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event that Lessor fails to cure its default within the said thirty (30) calendar days, Lessee may, as Lessee's sole remedy, terminate this Lease.

ARTICLE 12: VOLUNTARY TERMINATION

Lessor or Lessee may terminate this Lease, without cause or liability, upon giving one-hundred eighty (180) calendar days written notice to the other party. Upon the termination of this Lease, Lessee will surrender the Premises peaceably to the Lessor and pay Lessor all rental amounts and any other amounts that may be due hereunder as of the date of termination. In the event that Lessor exercises its right to terminate this Lease pursuant to this provision, Lessor shall be obligated to reimburse Lessee, on a pro-rata basis, the proportion of rents, if any, that have been prepaid for any unused portion of a lease period.

ARTICLE 13: INSOLVENCY, BANKRUPTCY, ETC., OF LESSEE

If Lessee is declared insolvent or adjudicated a bankrupt; if Lessee makes an assignment for the benefit of creditors; or if a receiver is appointed for Lessee, Lessor, without prejudice to its rights hereunder and at its option, may terminate this Lease and retake possession of the premises immediately and without notice to Lessee or any assignee, transferee, trustee, or any other person or persons, using force if necessary.

ARTICLE 14: LESSOR TO HAVE LIEN

Lessor will have a lien against all goods, equipment and other personal property of Lessee brought, stored, or kept on the Premises during the term of this Lease, in the aggregate amount of all rent, consideration, damages, and other sums that may at any time be owed by Lessee to Lessor

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under this Lease. In the event of any default by Lessee, Lessor may foreclose the lien in the same manner that a mortgage would be foreclosed.

ARTICLE 15: RIGHT TO SELL

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

ARTICLE 16: ELECTION BY LESSOR NOT EXCLUSIVE

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

DocuSign Envelope ID: 453C456E-B8C3-4B85-942D-D49F395F885D

ARTICLE 17: LIMITATIONS OF WARRANTIES

LESSEE ACKNOWLEDGES AND AGREES THAT, OTHER THAN AS MAY BE SPECIFICALLY SET FORTH HEREIN, LESSOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE NATURE, QUALITY OR CONDITION OF THE PREMISES, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (B) THE INCOME TO BE DERIVED FROM THE PREMISES, (C) THE SUITABILITY OF THE PREMISES FOR ANY AND ALL ACTIVITIES AND USES WHICH LESSEE MAY CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE PREMISES OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, INCLUDING, WITHOUT LIMITATION, THE AMERICANS WITH DISABILITIES ACT AND ANY RULES AND REGULATIONS PROMULGATED THEREUNDER OR IN CONNECTION THEREWITH, AND THE TEXAS ARCHITECTURAL BARRIERS ACT AND ANY RULES AND REGULATIONS PROMULGATED THEREUNDER OR IN CONNECTION THEREWITH, (E) THE HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PREMISES, OR (F) ANY OTHER MATTER WITH RESPECT TO THE PREMISES, AND SPECIFICALLY THAT LESSOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING SOLID WASTE, AS DEFINED BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AT 40 C.F.R., PART 261, OR THE DISPOSAL OR EXISTENCE, IN OR ON THE PREMISES, OF ANY HAZARDOUS SUBSTANCE, AS DEFINED BY THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT OF 1980, AS AMENDED, AND APPLICABLE STATE LAWS, AND REGULATIONS PROMULGATED THEREUNDER. LESSEE FURTHER ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PREMISES, LESSEE IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PREMISES AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY LESSOR. LESSEE FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE PREMISES WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT LESSOR HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION. LESSEE FURTHER ACKNOWLEDGES AND AGREES THAT THE USE AND OPERATION OF THE PREMISES AS PROVIDED FOR HEREIN IS MADE ON AN "AS IS, WHERE IS" CONDITION AND BASIS "WITH ALL FAULTS". LESSEE ACKNOWLEDGES AND AGREES THAT THE PROVISIONS OF THIS PARAGRAPH WERE A MATERIAL FACTOR IN THE DETERMINATION OF THE AMOUNT OF THE RENT OF THE PREMISES. THE TERMS OF THIS PARAGRAPH WILL SURVIVE ANY TERMINATION OF THIS LEASE.

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ARTICLE 18: CONDEMNATION

If during the term of this Lease, all of the premises are taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right or eminent domain, or are sold to the condemning authority under threat of condemnation, this Lease will terminate, effective as of the date the condemning authority takes the premises. If only a part of the premises shall be so taken or sold, but the remainder of the premises is not capable of being used for the purposes set forth herein, Lessor may terminate this Lease, without liability, at any time within forty-five (45) calendar days following such taking or sale. Any and all payments made for or arising from any such taking or for damages to the premises resulting therefrom shall belong and be payable entirely to Lessor.

ARTICLE 19: MISCELLANEOUS PROVISIONS

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

B. Place of Performance. This Lease shall be interpreted according to the laws of the State of Texas and shall be performed in Williamson County, Texas, and exclusive jurisdiction and venue shall lie in Williamson County, Texas.

DocuSign Envelope ID: 453C456E-B8C3-4B85-942D-D49F395F885D

C. Terms Inclusive. As used herein, the terms "Lessor" and "Lessee" include the plural whenever the context requires or admits.

D. Severability. If any provision of this Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Lease will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this Lease is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Lease and be deemed to be validated and enforceable.

E. Governmental Immunity. Nothing in this Lease shall be deemed to waive, modify or amend any legal defense available at law or in equity to Lessor nor to create any legal rights or claim on behalf of any third party. Lessor does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

F. No Assignment or Lease by Lessee. Lessee may not sell or assign any interest granted herein or lease the Premises or any portion of the same or any portion of any improvement erected on said premises at any time without the prior written authorization and approval of Lessor.

G. No Indemnification by Lessor. Lessee acknowledges and agrees that Lessor, as a Texas Lessor and a political subdivision of the State of Texas, under the Constitution and the laws of the State of Texas, cannot enter into an agreement whereby it agrees to indemnify or hold harmless any other party, including but not limited to Lessee; therefore, all references of any kind, if any, to

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Lessor indemnifying, holding or saving harmless any other party, including but not limited to Lessee, for any reason whatsoever are hereby deemed void and deleted.

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

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

LESSEE: At the address set forth on the signature page below.

I. Compliance with All Statutes and Regulations. Lessee, at its expense, shall ensure compliance with any and all State, Federal, City and Lessor (and any other such regulatory body as may exercise jurisdiction over Lessee and/or the Premises) laws, ordinances, regulations, or rules regarding the erection or installment of any improvements and all permitted activities upon the Premises.

J. Day. Unless otherwise specifically set forth in this Lease, a reference to a "day" shall mean a calendar day and not a business day.

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

DocuSign Envelope ID: 453C456E-B8C3-4B85-942D-D49F395F885D

EXECUTED to be effective as of the date of the last party's execution below.

Lessor:

Williamson County, Texas

By: _____

Printed Name: _____

Date: _____ ____, 20___

Lessee:

By: DocuSigned by: Weldon R Copeland
F70A2B37B4C347DE...
Weldon Copeland

Address: P O Box 670
Hutto, TX 78634

Date: 1/4/2024 ____, 20___

By: DocuSigned by: Kevin C Copeland
F70A2B37B4C440E...
Kevin Copeland

Address: P O Box 222
Hutto, TX 78634

Date: 1/4/2024 ____, 20___

DocuSign Envelope ID: 453C456E-B8C3-4B85-942D-D49F395F885D

Exhibit "A"

Being two separate and adjoining tracts of land consisting of approximately 124 acres of land, more or less, described as follows:

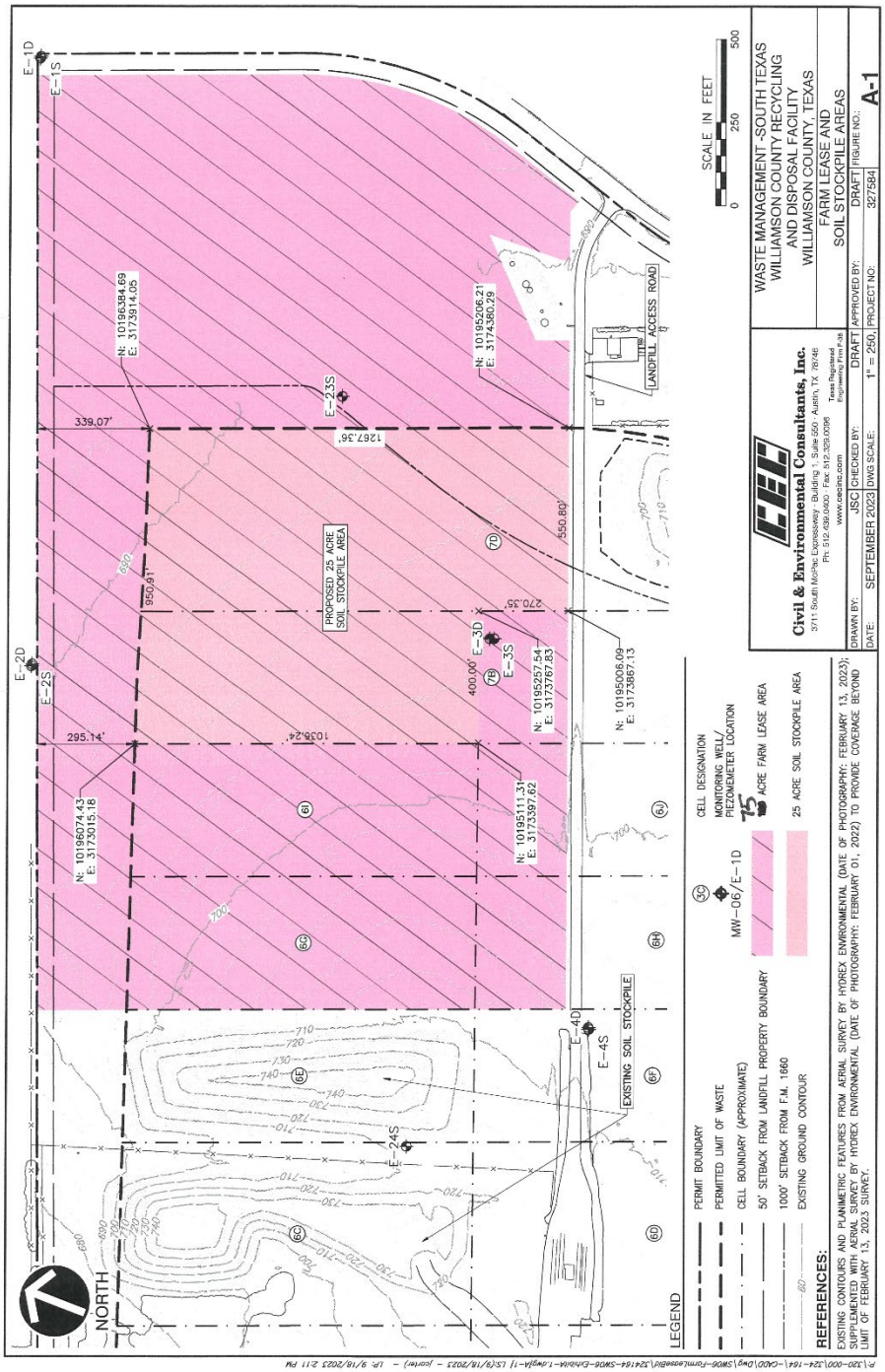
1. A 75-acre tract of land, more or less, situated in the John F. Ferguson Survey, Abstract No. 231, Williamson County, Texas, being a part of the tract described in Volume 901, Page 924, Deed Records; and out of the John Thomas Survey, Abstract No. 610, Williamson County, Texas, as described in Volume 901, Page 924, Deed Records, Williamson County, Texas, Williamson County, Texas; and

2. A 49-acre tract of land, more or less, situated in the John F. Ferguson Survey, Abstract No. 231, Williamson County, Texas, being all of a called 50.00 acre. tract of land described in a Deed to Doug Scott, recorded in Document No. 2007075964, Official Public Records Williamson County, Texas.

The above-described tracts of land shall collectively constitute the "Premises". The boundary of the Premises is identified and depicted in the sketch and aerial depictions in Exhibit "A-1", which is attached hereto and incorporated herein for all purposes.

DocuSign Envelope ID: 453C456E-B8C3-4B85-942D-D49F395F885D

Exhibit "A-1"



DocuSign Envelope ID: 453C456E-B8C3-4B85-942D-D49F395F885D

Commissioners Court - Regular Session **50.**

Meeting Date: 01/09/2024

Texas EMS School Agreement

Submitted By: Michael Knipstein, EMS

Department: EMS

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving the ALS Education Affiliation Agreement between Williamson County and Axon Education, LLC.

Background

This is a request to approve the affiliation agreement with Axon Education, LLC. This will allow students of Axon Education, LLC, who are Williamson County EMS personnel to receive supervised experience in a professional setting under direct supervision of WCEMS qualified personnel during an EMS ride out.

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Axon - WC Agreement

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	12/27/2023 01:34 PM
County Judge Exec Asst.	Becky Pruitt	12/28/2023 10:59 AM
Form Started By: Michael Knipstein		Started On: 12/27/2023 01:23 PM
Final Approval Date: 12/28/2023		

ALS EDUCATION AFFILIATION AGREEMENT
FOR
EMERGENCY MEDICAL PRECEPTOR PROGRAM BETWEEN

WILLIAMSON COUNTY EMERGENCY MEDICAL SERVICES
AND
AXON EDUCATION, LLC, d/b/a AXON EDUCATION CONSORTIUM AND d/b/a TEXAS EMS SCHOOL

This Agreement is between Williamson County Emergency Medical Services (hereinafter referred to as "COUNTY") and Axon Education, LLC, d/b/a Texas EMS School (hereinafter referred to as "Texas EMS School").

RECITALS:

Texas EMS School provides courses of study in emergency medical services to students enrolled in its Paramedic program of study.

Texas EMS School desires program components that will provide to the students' clinical experience as part of their educational instruction.

COUNTY, through its Emergency Medical Services Department, has facilities that can provide a clinical setting for educational instruction and is willing to make available the use of its facilities to Texas EMS School for its Emergency Medical Services Paramedic program of study.

COUNTY and Texas EMS School desire to enter into this Educational Affiliation Agreement in accordance with the terms stated below:

TERMS:

RESPONSIBILITIES OF Texas EMS School

1. Texas EMS School shall be responsible for the selection of students and their supervised instruction and grading of Williamson County EMS employees only. Williamson County EMS students shall have satisfactorily completed curriculum prerequisites for participation in the internships or rotations.

2. Texas EMS School instructors shall possess current and appropriate professional credentials or certifications and Texas EMS School shall be responsible for the coordination and implementation of the program of study.

3. Services rendered by Texas EMS School instructors and students shall be without charge to COUNTY. Texas EMS School instructors and students shall not be responsible for the quality of patient or client care.

4. Neither Texas EMS School instructors nor students shall be deemed to be COUNTY employees, nor shall they be entitled to any COUNTY benefits, compensation, or workers compensation benefits.

5. Texas EMS School shall annually provide COUNTY with anticipated enrollments for courses intending to provide clinical internships or experience through this Agreement. The number of students and the schedule of use of COUNTY's facilities shall be subject to annual, mutual approval.

6. Texas EMS School shall provide COUNTY with a list of students authorized to participate in the clinical instruction facilitated under this Agreement. Texas EMS School shall promptly inform COUNTY in writing of any student withdrawing from the course or otherwise unqualified to continue the internship or clinical experience made available under this Agreement.

7. Texas EMS School shall require all instructors and students to abide by all applicable policies, regulations and laws governing the facility or its work environment. Texas EMS School shall withdraw authorization for participation under this Agreement for any instructor or student found to have committed a violation of applicable policies, regulations, or laws, or determined by COUNTY to be unqualified to continue in the program.

8. During the term of this Agreement, Texas EMS School shall maintain a professional liability insurance policy with a limit of liability of not less than $1,000,000 per occurrence and $3,000,000 annual aggregate that covers the activities of Texas EMS School's students, employees, and faculty under this Agreement. Texas EMS School shall ensure that each current student, employee, and faculty member is individually insured under such policy in the above-stated amounts and shall provide COUNTY with a proof of such insurance coverage each year, and at other times upon request. Texas EMS School agrees to require each student to be covered by or to carry accident insurance for injury while enrolled in the program, and to ensure that each employee or faculty member is covered by worker's compensation insurance while participating in the program. No student or faculty member shall be permitted to participate in the program until such insurance coverage has been verified to the satisfaction of COUNTY.

9. Texas EMS School agrees to secure a release of liability form from each student and faculty member who will participate in the program in a form acceptable to COUNTY.

RESPONSIBILITIES OF COUNTY

10. COUNTY shall, on a space available basis, provide the use of designated facilities to provide a clinical education to participating students. COUNTY agrees to provide evaluations for student coursework done on forms provided by Texas EMS School.

11. COUNTY shall provide an orientation session to inform students and Texas EMS School staff about the rules, regulations, policies, and procedures of the facilities.

12. COUNTY agrees to provide, on a space-available basis, the use of conference rooms, classrooms, lounges and lockers to the instructors and the students.

13. COUNTY shall notify Texas EMS School of any change of any accreditation or status concerning a facility and affecting internship or course requirements for clinical experience at a Texas EMS School credited facility. Representatives of Texas EMS School crediting agency for Texas EMS School shall be permitted to conduct inspections for purposes relating to Texas EMS School's accreditation.

14. COUNTY shall cooperate with Texas EMS School in matters relating to academic performance and student conduct relating to course work performed under this Agreement.

15. Unless prohibited or restricted by law, COUNTY shall timely notify an instructor or student of any instance in which a facility employee has been exposed to blood-borne or airborne pathogens and the student or instructor may have been exposed in the same instance. Notification shall be provided in a time frame sufficient to allow the student or faculty member to seek appropriate treatment for potential exposure.

16. COUNTY shall obtain and maintain all licenses required for its participating facilities and shall assure that COUNTY personnel are appropriately licensed.

17. In the event emergency care is required for a Texas EMS School student or faculty member, it shall be provided in the same manner that emergency care is provided to COUNTY employees and the general public. Emergency care provided by COUNTY shall be at the expense of the student or faculty member.

MUTUAL RESPONSIBILITIES

18. The Parties agree to designate a liaison for each program to do the following:

A Meet annually, or more often as needed, to schedule use of the facilities;

B. Meet on a per semester basis to set the number of students allowed to participate;

C. Design and approve curriculum assignments as they *affect* the operation of the facility and as affected by Texas EMS School crediting standards.

D. Meet to review protocols, policies and rules and regulations concerning the operation of the facility and its use under this Agreement;

E. Meet annually to evaluate changes or amendments to this Agreement or the performance of the Agreement.

19. In the event any claim or demand is made on one of the Parties for actions relating or authorized by this Agreement, the other party shall be notified of such claim or demand in writing within five business (Monday-Friday) days. COUNTY shall not be liable for any claims, damages or attorney's fees arising from the negligent acts or omissions of Texas EMS School, its employees, agents, or students under this Agreement. Texas EMS School shall not be liable for any claims, damages or attorney's fees arising from the negligent acts or omissions of COUNTY or its employees under this Agreement.

20. Notices shall be in writing and shall be effective when received. Notices shall be delivered in person or by certified mail, return receipt requested, to the following addresses:

Mike Knipstein
WCEMS Director
PO Box 873
Georgetown, TX 78627
512-943-1264

And

Brittany Bangert
Director of Student Support
Axon Education, LLC, d/b/a Axon Education Consortium and d/b/a Texas EMS School
473 Cypress Street, Suite 210
Abilene, TX 79601

ADDITIONAL TERMS

21. Compensation benefits for this Agreement shall include $1.75/hour per ALS student to be paid by Texas EMS School to the COUNTY. Compensation shall be paid to COUNTY within thirty (30) days from the date of the COUNTY'S invoice for payment.

22. Texas EMS School acknowledges that COUNTY is a hybrid entity under the privacy regulations of the federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA Privacy Rule"). COUNTY has designated its Emergency Medical Services Department as a health care component, as defined in HIPAA, and the Department is therefore required to comply with the HIPAA Privacy Rule. This compliance includes obtaining written contractual assurances from Texas EMS School that Texas EMS School, its employees, and agents will protect all individually identifiable health information they may access or use under this Agreement in accordance with the terms of the HIPAA Business Associate Agreement, which is hereby attached to and made a part of this Agreement, for all purposes, as Exhibit "C".

23. The parties agree that COUNTY shall at all times maintain the right to terminate a student's participation in the program if COUNTY, in its sole discretion, determines that the student's continued participation would be disruptive to the program or the operations of the facility, or would pose a danger.

24. Texas EMS School instructors and students shall maintain confidential all records and information concerning patients treated or attended to in COUNTY's facilities. Each Texas EMS School instructor and student involved in medical, or EMS programs shall be required to sign a confidentiality agreement regarding records and information about patients treated or attended by COUNTY employees.

25. Failure of either party to exercise any right or privilege granted by this Agreement shall not operate to waive such right or privilege in the event of subsequent defaults or assertions of right. Neither party waives nor shall be deemed to have waived any immunity or defense that would otherwise be available to it against claims arising under the performance of this Agreement.

26. The provisions of this Agreement shall be severable in the event any provision is declared invalid, illegal or unenforceable.

27. Either party may terminate this Agreement without cause upon 90 days written notice to the other party. In addition, COUNTY shall have the right to terminate the Agreement immediately in the event the facility becomes inoperable for any reason or COUNTY no longer controls a program.

28. Either Party may terminate this Agreement if the other breaches the Agreement and fails to cure such breach within 15 days of receiving notice of breach. If more than 15 days are required to cure the breach, the Parties may agree to an extension of the cure period in writing.

29. This agreement is effective when all parties have executed it. The term of the Agreement is from January 1, 2024, through December 31, 2026, unless this Agreement is otherwise terminated pursuant to the termination provision contained in Article 27 of this Agreement. All services shall be completed during this term. This Agreement may be reviewed annually by agreement of both parties via written instrument and subject to required approvals. There is no right or expectation of renewal and any renewal will be determined at the discretion of both Parties.

30. Nothing in this Agreement shall be construed to confer third party rights or to constitute a waiver of any governmental immunity of the parties.

31. This Agreement constitutes the entire agreement between the Parties and any prior or contemporaneous agreements, written or oral, are hereby superseded and of no further effect.

32. The laws of the State of Texas shall govern the validity, interpretation, and enforcement of this Agreement, and venue for any dispute or cause of action shall be in Williamson County, Texas.

33. The Parties will comply with applicable federal, state and local laws, ordinances and regulations in the performance of this Agreement.

34. The performance of this Agreement shall be undertaken in a manner that does not discriminate against any person on a basis prohibited by law, including but not limited to race, color, national origin, religion, sex, age, veteran status or disability.

35. Notwithstanding any other provision of this Agreement, a COUNTY department may suspend participation in this Agreement due to space needs, staff training needs, budgetary issues or other urgent considerations. In the event of suspension, COUNTY shall give Texas EMS School written notification stating the date of suspension and the date on which participation is anticipated to resume.

Williamson County:

Judge Bill Gravell Jr.
Williamson County

Date

Mike Knipstein
Director
WCEMS

12/27/2023
Date

Axon Education, LLC, d/b/a Axon Education Consortium and d/b/a Texas EMS School:

Brandon Lemley

12/21/23
Date

Brandon Lemley
Vice President of Operations
Axon Education, LLC, d/b/a Axon Education Consortium and d/b/a Texas EMS School
473 Cypress Street, Suite 210
Abilene, Texas 79601

ATTACHMENT A

RELEASE OF LIABILITY

In consideration of the educational benefits extended to me by Williamson County Emergency Medical Services Department in making available its facilities for clinical course instruction as part of Texas EMS School course regarding emergency medical service training, I hereby release and hold harmless Williamson County, its employees and agents from any claim, cause of action or injury that may result during my participation in a Williamson County program due to the negligence of Williamson County, its employees or agents.

Student's signature: _____

Printed name: _____

Date: _____

Commissioners Court - Regular Session **51.**

Meeting Date: 01/09/2024

CATRAC BAA

Submitted By: Michael Knipstein, EMS

Department: EMS

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a Business Associate Agreement between Williamson County, Texas and Capital Area of Texas Regional Advisory Council.

Background

This Business Associate Agreement is required for collection of data and reporting to CATRAC. The agreement helps comply with the requirements of HIPAA for collection and use of personal health information.

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Agreement

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	01/03/2024 03:47 PM
County Judge Exec Asst.	Becky Pruitt	01/04/2024 09:25 AM
Form Started By: Michael Knipstein		Started On: 01/03/2024 03:33 PM
Final Approval Date: 01/04/2024		

BUSINESS ASSOCIATE AGREEMENT

This **Business Associate Agreement** ("Agreement"), effective January 1, 2024 ("Effective Date"), is entered into by and between Williamson County EMS ("Covered Entity") and **Capital Area of Texas Regional Advisory Council**, a Texas 501(c)(3) non-profit organization the "CATRAC"), (each a "Party" and collectively the "Parties").

The Parties have entered into a **Memorandum of Agreement** dated January 1, 2024 (the "Underlying Agreement") under which the CATRAC uses and/or discloses Protected Health Information ("PHI," which, for purposes of this Agreement, includes both Electronic PHI and PHI that is not Electronic PHI) in its performance of the Services described below. The Parties are committed to complying with applicable state law and the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). This Agreement, in conjunction with applicable law, sets forth the terms and conditions pursuant to which PHI (electronic and non-electronic) that is created, received, maintained, or transmitted by, the CATRAC from or on behalf of Covered Entity, will be handled between the CATRAC and Covered Entity and with third parties during the term of their Underlying Agreement and after its termination.

The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Privacy Rule, Protected Health Information, Required By Law, Secretary, Security Incident, Security Rule, Subcontractor, Unsecured Protected Health Information, and Use.

Specific Definitions:

HIPAA Rules. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

Electronic Protected Health Information or Electronic PHI. Electronic PHI which is transmitted by Electronic Media (as defined in the HIPAA Security and Privacy Rule) or maintained in Electronic Media.

A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.

The Parties agree as follows:

1. PERMITTED USES AND DISCLOSURES OF PHI

1.1 Services. Pursuant to the Underlying Agreement, CATRAC provides or may provide services ("Services") for Covered Entity that involve the use and disclosure of PHI. Except as otherwise specified herein, the CATRAC may make any and all uses of PHI necessary to perform its obligations for the Covered Entity under the Underlying Agreement. All other uses not authorized by this Agreement are prohibited. Moreover, CATRAC may disclose PHI for the purposes authorized by this Agreement only to its employees, subcontractors and agents, in accordance with Section 2.1.4. and 2.1.5., or as otherwise permitted by or as required by applicable law, but only for the purpose of performing services for Covered Entity.

1.2. Business Activities of the CATRAC. Unless otherwise limited herein and if such use or disclosure of PHI would not violate the Privacy or Security Rules if done by the Covered Entity, the CATRAC may:

1.2.1. Use the PHI in its possession for its proper management and administration and to fulfill any present or future legal responsibilities of the CATRAC to the Covered Entity provided that such uses are permitted under state and federal confidentiality laws.

1.2.2. Disclose the PHI in its possession to third parties for the purpose of its proper management and administration or to fulfill any present or future legal responsibilities of the CATRAC to the Covered Entity, provided that the CATRAC represents to Covered Entity, in writing, that (i) the disclosures are required by law, as provided for in 45 C.F.R. §103 or (ii) the CATRAC has received from the third party written assurances regarding its confidential handling of such PHI as required under 45 C.F.R. § 164.504(e)(4) and §164.314, and the third party notifies the CATRAC of any instances of which it is aware in which the confidentiality of the information has been breached.

1.2.3. Provide data aggregation services relating to the health care operations of the Covered Entity, for the Covered Entity.

2. RESPONSIBILITIES OF THE PARTIES WITH RESPECT TO PHI

2.1 Responsibilities of the CATRAC. With regard to its use and/or disclosure of PHI, the CATRAC hereby agrees to do the following:

2.1.1. Not use or disclose PHI other than as permitted or required by this Agreement or the Underlying Agreement or as required by law;
2.1.2. Use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Agreement or the Underlying Agreement;
2.1.3. Report, in writing, to Covered Entity within five (5) business days any use or disclosure of PHI not provided for by this Agreement or the

Underlying Agreement of which it becomes aware, including breaches of unsecured PHI as required at 45 CFR 164.410, and any security incident of which it becomes aware, and cooperate with the Covered Entity in any mitigation or breach reporting efforts;

2.1.4. In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of the CATRAC agree pursuant to a written agreement to the same restrictions, conditions, and requirements that apply to the CATRAC with respect to such information;

2.1.5. Ensure that any agent or subcontractor to whom the CATRAC provides PHI, as well as CATRAC, not export PHI beyond the borders of the United States of America;

2.1.6. Within five (5) business days of a request by Covered Entity, make available PHI in a designated record set, if applicable, to Covered Entity, as necessary to satisfy Covered Entity's obligations under 45 CFR 164.524;

2.1.7. Within five (5) business days, make any amendment(s) to PHI, if applicable, in a designated record set as directed or agreed to by the Covered Entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 CFR 164.526.

2.1.8. As applicable, maintain and make available the information required to provide an accounting of disclosures as necessary to satisfy Covered Entity's obligations under 45 CFR 164.528.

2.1.9. To the extent the CATRAC is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s).

2.1.10. Make its internal practices, books, and records available to the Secretary and to the Covered Entity for purposes of determining compliance with the HIPAA Rules.

2.1.11. Comply with minimum necessary requirements under the HIPAA Rules.

2.2 Responsibilities of Covered Entity. With regard to the use and/or disclosure of PHI by the CATRAC, Covered Entity hereby agrees to do the following:

2.2.1 Inform the CATRAC of any limitations in the form of Notice of Privacy Practices that Covered Entity provides to individuals pursuant to 45 C.F.R. §164.520, to the extent that such limitation may affect CATRAC's use or disclosure of PHI.

2.2.2 Inform the CATRAC of any changes in, or revocation of, the permission by an individual to use or disclose PHI, to the extent that such limitation may affect CATRAC's use or disclosure of PHI.

2.2.3 Notify the CATRAC, in writing and in a timely manner, of any restriction on the use or disclosure of PHI that Covered Entity has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may impact in any manner the use and/or disclosure of PHI by the CATRAC under this Agreement or the Underlying Agreement, except if the CATRAC will use or disclose PHI for data aggregation or management if provided for by the Underlying Agreement; administration and/or legal responsibilities of the CATRAC.

2.2.4 Not request CATRAC to use or disclose PHI in any manner that would not be permissible under HIPAA and other applicable laws if done by the Covered Entity.

3 **TERMS AND TERMINATION**

3.2 Termination by Covered Entity: Covered Entity may immediately terminate this Agreement and any related agreements, if any, if Covered Entity makes the determination that CATRAC has breached a material term. Alternatively, Covered Entity may choose to provide CATRAC with thirty (30) days written notice of the existence of any alleged material breach; and afford CATRAC an opportunity to cure said alleged material breach upon mutually agreeable terms. Nonetheless, in the event that mutually agreeable terms cannot be achieved within ten (10) days, CATRAC must cure said breach to the satisfaction of Covered Entity within thirty (30) days after the written notice described above. Failure to cure in the manner set forth in this paragraph is grounds for the immediate termination of this Agreement.

3.3 Termination by CATRAC: If CATRAC makes the determination that a material condition of performance has changed under this Agreement or that Covered Entity has breached a material term of this Agreement, CATRAC may provide thirty (30) days notice of its intention to terminate this Agreement. CATRAC agrees, however, to cooperate with Covered Entity to find a mutually satisfactory resolution to the matter prior to terminating this Agreement.

3.4 Effect of Termination: Upon the event of termination pursuant to Section 3 of this Agreement, CATRAC will promptly return or destroy, in accordance with standards approved by the Department of Health and Human Services, all PHI, in whatever format, maintained by CATRAC and/or its subcontractors. CATRAC will provide written assurance to Covered Entity that all PHI maintained by CATRAC and/or its subcontractors has been destroyed in accordance with standards approved by the Department of Health and Human Services, or returned to Covered Entity.

3.4.3 In the alternative, CATRAC agrees to assess the feasibility of returning and/or destroying all PHI in light of applicable law and reasonable business practices

and standards. CATRAC will also assess the feasibility of recovering any PHI in the possession of its subcontractors or agents.

3.4.4 If it is not feasible for CATRAC to return and/or destroy said PHI, CATRAC will notify Covered Entity in writing within thirty (30) days from the date of termination. Said notification shall include a statement that CATRAC has determined that it is infeasible to return and/or destroy the PHI in its possession, and the specific reasons for such determination.

3.4.5 CATRAC further agrees to extend any and all protections, limitations, and restrictions contained in this Agreement to all PHI retained by CATRAC after the termination of this Agreement, and to limit any further Uses and/or Disclosures of PHI to the purposes that make the return and/or destruction of the PHI infeasible for so long as CATRAC maintains the PHI.

3.4.6 If it is infeasible for CATRAC to obtain, from a subcontractor or agent, any PHI in the possession of the subcontractor or agent, CATRAC will also provide a written explanation to Covered Entity. Further, CATRAC will require its subcontractors and agents to agree to extend any and all protections, limitations, and restrictions contained in this Agreement to all PHI retained by the subcontractors and/or agents after the termination of this Agreement, and to limit any further Uses and/or Disclosures to the purposes that make the return and/or destruction of the PHI infeasible for so long as the subcontractors and/or agents maintain the PHI.

3.4.7 Notwithstanding any provision of the Underlying Agreement, the Underlying Agreement shall terminate immediately upon the termination of this Agreement regardless of the reason for the termination of this Agreement.

4 **INJUNCTIVE RELIEF.** Notwithstanding any rights or remedies provided for in this Agreement or the Underlying Agreement, Covered Entity retains all rights to seek injunctive relief to prevent or stop the unauthorized use or disclosure of PHI by CATRAC or by any agent or subcontractor of CATRAC or by any third party that received or otherwise obtained PHI from CATRAC.

5 **AMENDMENT.** In the event there is a change to, or amendment of, HIPAA (or a change in the interpretation of HIPAA) that necessitates a change to this Agreement, Covered Entity may amend this Agreement by providing thirty (30) days advance written notice of any amendment to CATRAC by letter or amendment. Such letter or amendment is deemed to have been received by CATRAC on the "Date of Receipt", a date that is five (5) business days after the date Covered Entity has deposited such letter or amendment in the U.S. Mail, first class with postage prepaid, to CATRAC at the address listed on the signature page. Any changes to this Agreement set forth in such letter or amendment will be deemed accepted by CATRAC if no written response expressly rejecting such amendment is received by Covered Entity (at the address indicated in such letter or amendment) from CATRAC within thirty (30) days of the Date of Receipt. If CATRAC responds in writing within such thirty (30) day time frame that it does not accept such changes, the Parties agree to negotiate in good faith appropriate amendment(s) to this Agreement to give effect to such revised obligations. If the Parties are unable to agree to such amendment(s) within thirty

(30) days prior to the effective date of the amendment of HIPAA (or within ninety (90) days after the publication of the change in interpretation of HIPAA), then either Party may terminate this Agreement consistent with its terms.

6 **FURTHER ASSURANCES.** Each Party shall in good faith execute, acknowledge or verify, and deliver any and all documents which may from time to time be reasonably requested by the other party to carry out the purpose and intent of this Agreement.

7 **CONFLICTS.** The Parties agree that any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with HIPAA, including any subsequent amendments or interpretations.

8 **INDEMNIFICATION.** Notwithstanding any provisions to the contrary in this Agreement, CATRAC will indemnify, defend, and hold harmless Covered Entity, its officers, directors, employees, and agents from any and all damages, claims, actions, liability, and expenses (including the cost of investigation, notification, mitigation, Civil Monetary Penalties, judgments, settlements, court costs, and attorney's fees) relating to or resulting from (i) CATRAC's default or breach of this Agreement; and (ii) any Use, Disclosure or Breach of Unsecured Protected Health Information by CATRAC or any subcontractor, agent, person or other entity to whom CATRAC disclosed PHI.

9 **PROPERTY RIGHTS.** As between Covered Entity and CATRAC, PHI shall be and remain the property of Covered Entity regardless of CATRAC's Use, creation, possession and/or control of such PHI. CATRAC agrees that it acquires no title or rights to PHI, or to Limited Data Sets or De-Identified Information constructed from PHI, as a result of this Agreement or the Underlying Agreement.

10 **NO THIRD PARTY BENEFICIARIES OR AGENCY.** Nothing express or implied in this Agreement shall confer upon any person, other than CATRAC and Covered Entity and their respective successors or permitted assigns, any rights, remedies, obligations or liabilities whatsoever. It is the intent and agreement of the Parties that in performing this Agreement, CATRAC is an independent contractor of Covered Entity, and not an agent of Covered Entity.

11 **GOOD FAITH.** The Parties agree to exercise good faith in the performance of this Agreement.

12 **WAIVER.** Neither the failure nor any delay by Covered Entity to exercise a right, remedy or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or

partial exercise by Covered Entity of a right, remedy or privilege preclude any further exercise of the same.

13 **NOTICE.** Any notice to be given to Covered Entity pursuant to this Agreement shall be given in writing to Covered Entity's representative signing below, with a copy to Capital Area of Texas Regional Advisory Council, 1120 Toro Grande Blvd. Suite 208, Cedar Park TX 78613. Any notice to be given to CATRAC pursuant to this Agreement shall be given in writing to CATRAC's representative signing below at the address provided below (or, if no address is provided below, to any address Covered Entity reasonably believes will reach CATRAC). Any party desiring to change its listed address must give written notice in the foregoing manner to the other party.

IN WITNESS WHEREOF, Covered Entity and CATRAC have duly executed this Agreement as of the dates set out beneath their respective signatures.

Capital Area of Texas Regional Advisory Council **("CATRAC")**

By: _____

Name: Douglas Havron

Title: Executive Director / CEO

Date: 11/09/2023

Address: 1120 Toro Grande Blvd. Ste 208; Cedar Park, TX 78613

_____ **("Covered Entity")**

By: _____

Name: _____

Title: _____

Date: _____

Address: _____

Commissioners Court - Regular Session **52.**

Meeting Date: 01/09/2024

Temporary Construction Easement for Shared Use Path at Champion Park

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 a Temporary Construction Easement with the City of Cedar Park for a shared-use path project at Champion Park in Cedar Park.

Background

The City of Cedar Park Sidewalk Gap Closure Program includes pedestrian ramps and sidewalks along with push button flashing beacon assemblies to be installed on Brushy Creek Road at the west side of Ranch Trails. This location is also at the West driveway entrance to Champion Park. The City will install an approximate ten (10) foot wide concrete shared use path connecting the referenced intersection to an existing concrete shared use path at Champion Park. The new shared use path will run near the roadway that serves as the west entrance to Champion Park. The length of this new pathway will be approximately two-hundred fifteen (215) feet.

This project will enhance visitor safety and be completed at no cost to the County. The Temporary Construction Easement was coordinated with the Commissioners Court's General Counsel's Office.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Temporary Construction Easement - Champion Park

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	12/20/2023 10:24 AM
Parks (Originator)	Russell Fishbeck	01/03/2024 09:06 AM
Form Started By: Russell Fishbeck		Started On: 12/15/2023 02:02 PM
Final Approval Date: 01/03/2024		

TEMPORARY CONSTRUCTION EASEMENT

STATE OF TEXAS §
§ **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF WILLIAMSON §

This Temporary Construction Easement is made between the **County of Williamson, Texas**, a political subdivision of the State of Texas, (hereinafter referred to as "Grantor"), and **the City of Cedar Park, Texas**, (herein referred to as "Grantee").

1. For the good and valuable consideration described in Paragraph 2 below, Grantor hereby GRANTS and CONVEYS to Grantee a temporary non-exclusive construction easement (the "Construction Easement") for use of same during and in connection with the construction of a pedestrian trail that is approximately ten (10) foot wide, as conditions and existing hardwood trees will allow for such width, and approximately two-hundred fifteen (215) foot long running near the roadway that serves as the West entrance to Champion Park being constructed of concrete (the "Project") on, over, under and across the area described in Exhibit "A," which is attached hereto and incorporated herein (herein sometimes referred to as the "Construction Easement Area").

2. The Construction Easement and the rights and privileges herein conveyed, are granted for and in consideration Grantee's construction of above-described pedestrian trail on Grantor's real property and other good and valuable consideration to Grantor in hand paid by Grantee, the receipt and sufficiency of which is hereby acknowledged and confessed.

3. Prior to construction of the pedestrian trail, Grantor and Grantee shall meet onsite in order to define and lay out the Project and Construction Easement Area. Thereafter and for the duration of the Construction Easement, Grantee shall have the full right of access and use of the Construction Easement Area for the placement and construction and operation of the Project, as well as equipment staging and temporary spoil storage; it being provided that all brush, cuttings, equipment, spoil storage and debris shall be removed from the Construction Easement Area within Ten (10) days following completion of the construction of the Project and it also being provided that all such brush, cuttings, equipment, spoil storage and debris shall not be placed on Grantor's adjacent lands, except where specified by Grantor. Grantee acknowledges and agrees that in no event shall the rights of Grantee in the Construction Easement include any other types of rights, interests or use(s) other than such rights, interests or use(s) as specifically set forth herein.

4. Upon the completion of construction and clean-up of the Project, Grantee shall restore the surface of the Construction Easement Area to the condition in which the same was found before any such work was undertaken, and Grantee's right to use any portion of Grantor's property adjacent to the Construction Easement area shall thereupon terminate for all purposes.

5. This Construction Easement shall terminate either upon Grantee's completion of construction and installation of the Project within the Construction Easement Area or within one hundred eighty (180) days from the date Grantee issues a Notice to Proceed with construction to the construction contractor selected by Grantee to construct the Project as a part of Grantee's Cedar Park Sidewalk Gap Closure Program Phase 6 Project, whichever date occurs first. Upon Grantor's written request to Grantee, Grantee shall execute an instrument, which shall be in recordable form, and which shall evidence the termination of this Construction Easement and deliver same to Grantor immediately.

6. Grantor shall retain full use of the Construction Easement Area for any purpose not prohibited by the terms of this Construction Easement.

7. Should Grantee or Grantee's agents or contractors, in the exercise of Grantee's rights hereunder, ever damage Grantor's property, whether it be real or personal property that is located within the Construction Easement Area or within areas adjoining the Construction Easement Area, Grantee shall be liable for such damage and Grantee shall be obligated to immediately repair the damaged property to its prior condition.

8. Grantee agrees that no hardwood trees, within the Construction Easement Area or on the areas adjoining the Construction Easement Area, having trunks that are Two (2) inches in diameter or larger, measured Two (2) feet above the ground, shall be cut, damaged or otherwise disturbed without the Grantor's prior written permission; however, cedar trees, brush, sprouts and small saplings may be cut, it being provided that all such cedar trees, brush, sprouts and small saplings shall be removed from the Grantor's property. In the event that Grantee or Grantee's agents and/or contractors cut, damage or otherwise disturb a hardwood tree having a trunk that is Two (2) inches in diameter or larger, measured Two (2) feet above the ground, Grantee shall be obligated and liable to Grantor for the repair and/or replacement value of each such damaged hardwood tree.

9. This Construction Easement contains the entire agreement between the parties relating to its subject matter. Any oral representations or modifications concerning this Construction Easement shall be of no force and effect. Any subsequent amendment or modification must be in writing and agreed to by all parties.

10. For the duration and purposes set forth herein, Grantor and Grantor's successors and assigns are and shall be bound to WARRANT and FOREVER DEFEND the Construction Easement and the rights conveyed in this instrument to Grantee and Grantee's successors and assigns, against every person lawfully claiming or to claim all or any part thereof, by, through or under Grantor, but not otherwise, subject to the terms and provisions hereof and all matters of record or visible and apparent on the ground, to the extent same are valid, subsisting and affect the Construction Easement Area.

WITNESS WHEREOF, Grantor has caused this instrument to be executed on this _____ day of _____, 20___ ("Effective Date").

GRANTOR:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr., County Judge

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on the _____ day of _____, 20____, by Bill Gravell, Jr., County Judge of Williamson County, Texas, a political subdivision of the State of Texas, on behalf of said political subdivision.

_____
Notary Public, State of Texas

Grantee hereby accepts the Temporary Construction Easement subject to the terms and conditions hereof:

GRANTEE:

CITY OF CEDAR PARK, TEXAS

By: _____

Printed Name: Randall Lueders, PE, PMP

Representative Capacity: Director of Engineering and Capital Projects

ACKNOWLEDGMENT

STATE OF Texas §

COUNTY OF Williamson §

This instrument was acknowledged before me on the 12 day of December 2023, by Randall Lueders, on behalf of Grantee.

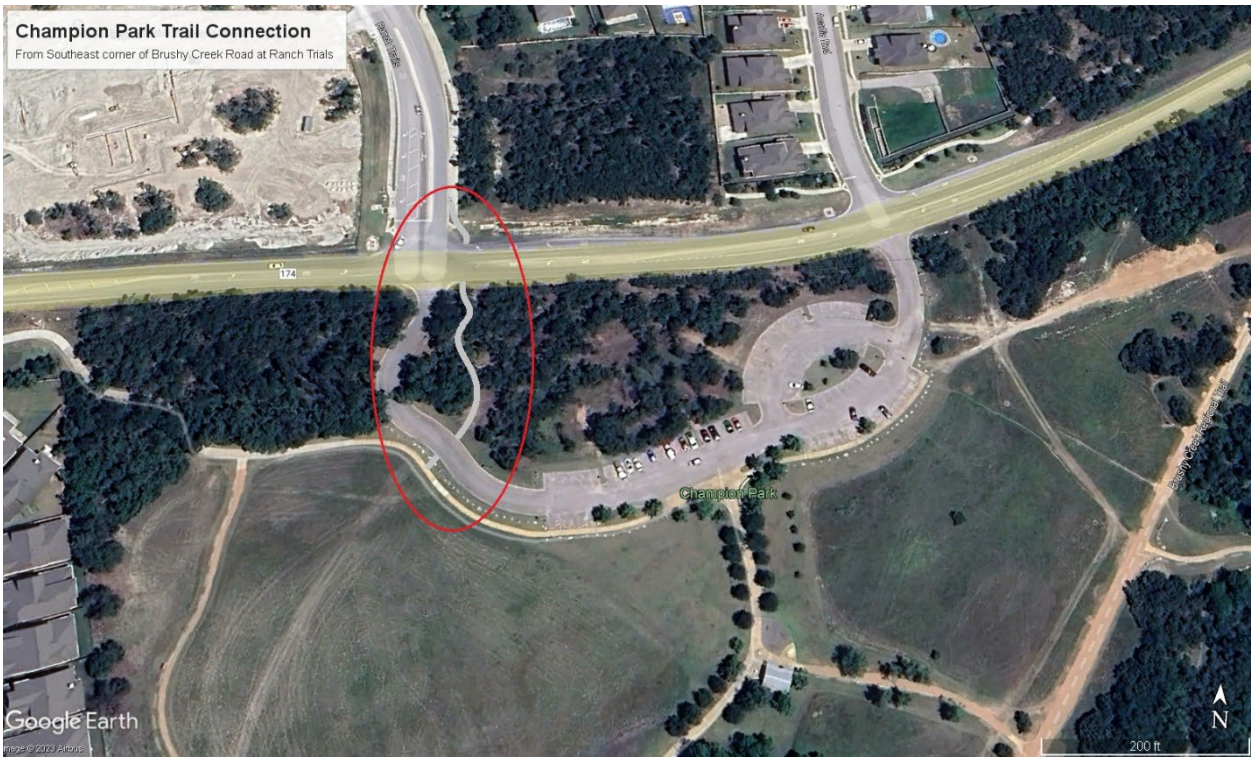
Debra Hargrove
Notary Public, State of Texas

DEBRA HARGROVE
My Notary ID # 10899977
Expires June 25, 2025

EXHIBIT "A"

Project
and
Construction Easement Area

Gray path denotes location of Project and Construction Easement Area.


Champion Park Trail Connection
From Southeast corner of Brushy Creek Road at Ranch Trials
Champion Park
Google Earth
200 ft
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Commissioners Court - Regular Session **53.**

Meeting Date: 01/09/2024

Expo Center - revised License & Use Agreement and adjustment to Rates

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 adopting: (1) the Williamson County Expo Center License & Use Agreement (Rev. 12/15/2023) as the form of agreement to utilize for booking events at the Williamson County Exposition Center; and (2) the Williamson County Exposition Center Rates (Fee) Schedule (Rev. 12/15/2023).

Background

License and Use Agreement: A thorough review, update and reorganization of this document was completed in close coordination with the Commissioners Court's General Counsel's Office.

Rates: A comprehensive review of the Expo Center rates in comparison to other similar facilities in south, central and north Texas was conducted to help determine recommended rate adjustments. The last rate adjustment occurred in 2020 when the Pavilion was completed and became operational as part of the facility complex. Existing rates will continue to apply for all current reservations. Subsequent reservations and all new reservations will be assessed the new rates.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Expo Center revised rates - REDLINE

Expo Center revised rates - FINAL

Expo Center License & Use Agreement - REDLINE

Expo Center License & Use Agreement - FINAL

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	12/20/2023 10:25 AM
Form Started By: Russell Fishbeck		Started On: 12/15/2023 04:22 PM
Final Approval Date: 12/20/2023		

Williamson County Exposition Center
Rate Schedule

Version 12/15/23

Facility	Security Deposit - Current	PROPOSED	Notes
Expo Halls, Covered Expo, Arenas, RV Park, Tarmac, East Parking Lot, Pavilion or Complex	$ 500		The Security Deposit can be refunded after the event or put towards the final invoice, given that there are no damages or cleaning costs. Damages and cleaning costs will be deducted from the deposit. Damages = cost + 20%
Meeting Room, Conference Room, Catering Kitchen	$ 100		The Security Deposit can be refunded after the event or put towards the final invoice, given that there are no damages or cleaning costs. Damages and cleaning costs will be deducted from the deposit. Damages = cost + 20%

License & Use Fees	Fee - Current	Fee - Proposed	Notes
Move In Fee	Variable		Fee is part of total License & Use Fee, but is paid at a rate of one-half (1/2) of the total License & Use Fee
Main Arena & Warm-up Arena	$ 800	$ 1,000	0-50 stalls per day
Main Arena & Warm-up Arena	$ 400	$ 600	51-80 stalls per day
Main Arena & Warm-up Arena	$ -		81-200 stalls per day
Main Arena (weekday) - 3 hours **	$ 200	$ 250	Monday-Thursday 9am-12pm or 1pm-4pm
Main Arena (weekday) - 5 hours **	$ 350	$ 375	Monday-Thursday 5pm-10pm
Practice Arena (weekday) - hourly rate **	$ -	$ 25	Monday-Thursday 9am-12pm or 1pm-4pm
Pavilion	$ 800	$ 1,000	
Expo Hall North	$ 500	$ 550	Catering kitchen NOT included
Expo Hall South	$ 500	$ 550	Catering kitchen NOT included
Expo Hall North & South *	$ 900	$ 1,000	Catering kitchen included
Covered Expo	$ 400	$ 500	
Expo Hall North, South and Covered Expo *	$ 1,300	$ 1,400	
Ron Morrison Meeting Room (daily rate) ***	$ 150	$ 175	
Ron Morrison Meeting Room (hourly rate) ***	$ 30	$ 40	2-hour minium rental
Hagler Conference Room (daily rate) ***	$ 100	$ 125	
Hagler Conference Room (hourly rate) ***	$ 30	$ 40	2-hour minium rental
Catering Kitchen	$ 100	$ 150	
Concession Building East	$ -	$ 75	Includes use of appliances
Concession Building West	$ -	$ 75	Includes use of appliances
RV Park	$ 1,200	$ 1,400	Per night & includes 50 RV sites
Tarmac/South Parking Lot	$ -	$ 750	Includes use of electrical/water service pedestals
East Parking Lot	$ -	$ 500	
Entire Expo Center Facility	$ 2,800	$ 2,500	Excludes RV park
Extended Facility Rental (hourly after midnight)	$ -	$ 150	

***Multiple area rental discount**
****Bookings no more than 45 days in advance**
*****Plus staff fee if rental is outside of 8am-5pm**

Guest Services	Fee - Current	Fee - Proposed	Notes
Tables - 8' rectangle*	$ 8		Each, per floorplan placement; each deviation results in an additional $8/table fee
Tables - 6' rectangle*	$ 6		Each, per floorplan placement; each deviation results in an additional $6/table fee
Tables - 6' round or cocktail*	$ 8		Each, per floorplan placement; each deviation results in an additional $8/table fee
Chairs*	$ 1.25		Each, per event
Easels*	$ 5	$ 15	Each, per event
Podium*	$ 25		Each, per event
Stage*	$ 200	$ 250	Each, per floorplan placement
Stage (relocation)*	$ -	$ 125	Each, per deviation from floorplan placement
Projector & Screen*	$ 50		Each, per event
A-frame Signs*		$ 10	Each, per event
Traffic Cones*		$ 1	Each, per event
Traffic and Pedestrian Barriers*		$ 35	Each, per event
Copier Services		$ 0.50	Each, per page

Items MUST BE purchased through the Williamson County Expo Center

Utility Services	Fee - Current	Fee - Proposed	Notes
Electrical Drops	$ 25		Each, per event
RV Dump Station	$ 10		Drive by dump per vehicle not associated with a reservation

Overnight Services	Fee - Current	Fee - Proposed	Notes
Stalls	$ 25	$ 30	Each, per day
RV site (Water/Electric) *#	$ 35		Each, per night
RV site (Water/Electric) *#	$ -	$ 30	Parks Pass Discount Rate: Each, per night
RV site (Water/Electric/Sewer) *#	$ 35	$ 40	Each, per night
RV site (Water/Electric/Sewer) *#	$ -	$ 35	Parks Pass Discount Rate: Each, per night

RV check-in 8am; check-out 8pm following day - 36-hour stay
#RV site length of stay is limited to 14 consecutive days based on availability. Must vacate property for a minimum of 72 hours.

Equipment & Other Service Fees	Fee - Current	Fee - Proposed	Notes
Roping Equipment	$ 350	$ 400	Per set-up
Rodeo Equipment	$ 750	$ 800	Per set-up
Barrel Racing Set-up	$ -	$ 200	Per set-up
Panel/Gate Set-up	$ -	$ 4	Per panel or gate
Additional Personnel Resources to Support Event (hourly)	$ -	$ 25	
Custodial Fee (hourly)	$ 20	$ 25	
Forklift/Genie Lift with Operator (hourly)	$ 50	$ 75	
Tractor Drags with Operator (hourly)	$ 50	$ 100	Applicable when drags are required less than 30 minutes apart
Banners, Signs, Decorations Placement (hourly)	$ -	$ 50	
Freight & Material Storage (Daily)	$ -	$ 100	
Excessive Clean-up Fee (hourly)	$ -	$ 75	
Event Layout Change within 7 Business Days of Event (No guarantees that accommodations are possible)	$ -	$ 10	Per stall between 1-35
Event Layout Change within 7 Business Days of Event (No guarantees that accommodations are possible)	$ -	$ 750	Flat fee if 36+ stalls
Event Layout Change within 7 Business Days of Event (No guarantees that accommodations are possible)	$ -	$ 6	Per panel or gate
Reservation Rescheduling Fee Outside of 60 days	$ -	$ 100	
Move-In/Move-Out outside of 8am-5pm, M-F (hourly)	$ -	$ 75	
Lost Key/Card (each)	$ -	$ 50	
Insufficient Funds (NSF)	$ -	$ 30	

Concessions & Miscellaneous	Fee - Current	Fee - Proposed	Notes
Parks Pass	$ 50		
Open Arena Ride	$ 20	$ 25	Per rider
Open Arena Ride	$ 10	$ 15	Per rider with Parks Pass
Catering Permit	$ -	$ -	Refer to Catering Permit Application
Temporary Food Permit (Daily)	$ 50		
Alcohol Vendor Indoor Booth(s)	$ 1,000	$ 1,250	
Alcohol Vendor Outdoor Booth(s)	$ 1,500	$ 1,750	
Alcohol Vendor Complex Booth(s)	$ 2,000	$ 2,250	

Williamson County Exposition Center
Rate Schedule

Version 12/15/23

Facility	Security Deposit	Notes
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Main Arena & Warm-up Arena	$ -	81-200 stalls per day
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Main Arena (weekday) - 5 hours **	$ 375	Monday-Thursday 5pm-10pm
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Tarmac/South Parking Lot	$ 750	Includes use of electrical/water service pedestals
East Parking Lot	$ 500	
Entire Expo Center Facility	$ 3,500	Excludes RV park
Extended Facility Rental (hourly after midnight)	$ 150	

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****Bookings no more than 45 days in advance**
*****Plus staff fee if rental is outside of 8am-5pm**

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Podium*	$ 25	Each, per event
Stage*	$ 250	Each, per floorplan placement
Stage (relocation)*	$ 125	Each, per deviation from floorplan placement
Projector & Screen*	$ 50	Each, per event
A-frame Signs*	$ 10	Each, per event
Traffic Cones*	$ 1	Each, per event
Traffic and Pedestrian Barriers*	$ 35	Each, per event
Copier Services	$ 0.50	Each, per page

Items MUST BE purchased through the Williamson County Expo Center

Utility Services	Fee	Notes
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RV Dump Station	$ 10	Drive by dump per vehicle not associated with a reservation

Overnight Services	Fee	Notes
Stalls	$ 30	Each, per day
RV site (Water/Electric) *#	$ 35	Each, per night
RV site (Water/Electric) *#	$ 30	Parks Pass Discount Rate: Each, per night
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RV site (Water/Electric/Sewer) *#	$ 35	Parks Pass Discount Rate: Each, per night

RV check-in 8am; check-out 8pm following day - 36-hour stay
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Barrel Racing Set-up	$ 200	Per set-up
Panel/Gate Set-up	$ 4	Per panel or gate
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Custodial Fee (hourly)	$ 25	
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Excessive Clean-up Fee (hourly)	$ 75	
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Reservation Rescheduling Fee Outside of 60 days	$ 100	
Move-In/Move-Out outside of 8am-5pm, M-F (hourly)	$ 75	
Lost Key/Card (each)	$ 50	
Insufficient Funds (NSF)	$ 30	

Concessions & Miscellaneous	Fee	Notes
Parks Pass	$ 50	
Open Arena Ride	$ 25	Per rider
Open Arena Ride	$ 15	Per rider with Parks Pass
Catering Permit	$ -	Refer to Catering Permit Application
Temporary Food Permit (Daily)	$ 50	
Alcohol Vendor Indoor Booth(s)	$ 1,250	
Alcohol Vendor Outdoor Booth(s)	$ 1,750	
Alcohol Vendor Complex Booth(s)	$ 2,250	

THIS WILLIAMSON COUNTY EXPOSITION CENTER LICENSE & USE AGREEMENT ("Agreement") is made and entered into ~~on _____ ___, 20__~~ by and between Williamson County, Texas, a political subdivision of this State of Texas, ~~(hereinafter sometimes called "~~("Licensor" or "Williamson County"), acting by and through its duly authorized Williamson County Exposition Center General Manager~~, and _____ (hereinafter called "Licensee") as follows:~~ ("Expo Center Manager"), and the undersigned individual or entity ("Licensee") relating to the license and use of the Williamson County Exposition Center ("Expo Center").

1. LICENSE: In exchange for the ~~deposit~~Security Deposit, License & Use Fees and ~~fee(s)~~other fees described in ~~paragraphs~~Paragraphs 3 and 4, Williamson County does hereby grant, subject to the terms and provisions hereof ~~and of the Williamson County Exposition Center Facilities Management Policies and Procedures (as amended),~~ to Licensee permission to use the ~~area or real property~~ areas of the Expo Center Premises specified in **Exhibit "A"** (collectively referred to as the "Licensed Facilities") for the purpose of holding ~~a _____~~. the event set out and described in said exhibit ("Event"). **Exhibit "A"** is incorporated herein by reference as if copied in full. Licensee's use is restricted to the ~~below~~ herein identified and named ~~areas~~Licensed Facilities, including the use of the parking area adjacent to the reserved ~~premises~~Licensed Facilities, and any avenues of ingress and egress to the ~~premises~~Licensed Facilities and such parking areas.

2. TERM OF LICENSE: The term of the license, occupancy and use granted by this Agreement shall be for the Licensed Facilities on the dates and times ~~indicated:~~set forth in **Exhibit "A."**

~~**Facility** **Date** **In Time** **Event Time** **Out Time**~~

3. ~~DEPOSIT:~~FEES AND PAYMENT:

LICENSE & USE FEES; OTHER FEES AND COSTS: Licensee hereby covenants and agrees to ~~deposit with the~~ pay Williamson County the License & Use Fees set out in **Exhibit "A"** for the use of the Licensed Facilities. In addition to the License & Use Fees and any damages that Licensee may become obligated to pay hereunder, if any, Licensee also hereby covenants and agrees to pay the Utility Services, Overnight Services, Equipment & Other Services, Concession and Miscellaneous Fees used, acquired and incurred during Licensee's Event. The fee amounts for the Utility Services, Overnight Services, Equipment & Other Services, Concession and Miscellaneous Fees are set forth in **Exhibit "B" - Williamson County Exposition Center** ~~as a security deposit for the above Premises the sum of FIVE HUNDRED DOLLARS ($500),~~**Rates Schedule**, which is attached hereto and incorporated herein by reference.

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ACCEPTABLE FORMS OF PAYMENT - Williamson County accepts payment by Cash, Check, Discover, Visa, and MasterCard only. Any checks returned for any reason will be subject to the fees set out in **Exhibit "B" - Williamson County Exposition Center Rates Schedule**, as well as be referred to the Williamson County Attorney's Office for prosecution and collection.

PLACE FOR PAYMENT: Licensee shall pay all fees and amounts due hereunder at the Expo Center office located at 5350 Bill Pickett Trail Taylor, TX 76574.

PAYMENT TERMS: All fees and any damages that Licensee is obligated to pay hereunder shall be paid in accordance with the payment terms set out in **Exhibit "A."**

UNTIMELY OR INSUFFICIENT PAYMENT. If Licensee fails to timely pay any amounts due under this Agreement, all amounts not paid shall bear interest at the highest rate allowed under applicable law. Time is of the essence for the payment of all amounts hereunder. **Licensee hereby acknowledges that strict compliance with payment due dates is required and that there is no grace period pertaining to such payments.** Any waiver of late charges or failure to collect late charges under this paragraph will not affect or diminish any other right or remedy Williamson County may exercise, at law or in equity, for Licensee's failure to timely pay. Furthermore, Williamson County may deny Licensee from any future use of the Expo Center Premises due to a failure to timely pay.

~~3.~~4. SECURITY DEPOSIT: The Expo Center may require Licensee to deposit with the Expo Center, as a Security Deposit for the Licensed Facilities, the Security Deposit set out in **Exhibit "A"**, the disposition of which shall be governed by the ~~regulations governing the Williamson County Exposition Center. Licensee acknowledges a receipt of a copy of the schedule of the regulations governing the Williamson County Exposition Center and agrees and covenants to be bound by the terms thereof. Public~~terms of this Agreement. The full execution of this Agreement and payment of the Security Deposit, if required, reserves the Licensee's Event date(s) and public or private promotion for ~~any event~~the Event may take place ~~after the required security deposit is made to Williamson County Exposition Center. Security deposits~~thereafter. The Security Deposit may be applied to any fees~~. The deposit reserves the date and will cover any damage~~, costs, damages or ~~insufficient clean-up resulting from the event.~~other amounts that Licensee may become obligated to pay hereunder. If no damages are incurred ~~and~~, clean-up is satisfactorily completed~~, the deposit will~~ and no other fees, costs, or other amounts are owing by Licensee following Licensee's Event and move-out, the Security Deposit may be refunded approximately forty-five (45) business days after the ~~event~~Event.

~~4. PAYMENT: ONE DAY EVENT-100% of the contracted Williamson County Exposition Center License & Use fees including furniture, equipment and services are due 30 days before the day of the License & Use . Licensee hereby covenants and agreed to pay the Williamson County Exposition Center, at its office at the Williamson County Exposition Center, for the use of the premises, the sum of _____DOLLARS ($0.00), payable as set forth. The room License & Use fee of _____DOLLARS ($0.00) shall be paid thirty days before the date of the event. The equipment and catering fee of _____DOLLARS ($0.00) shall be paid 30 days before the event.~~

~~MULTIPLE DAY EVENTS -The balance of the License & Use fees plus the furniture, equipment and service fees are due within 10 business days from the time of invoice. The invoice will include facility License & Use, equipment, furniture, and service fees. Licensee hereby covenants and agreed to pay the Williamson County Exposition Center, at its office at the~~

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~~Williamson County Exposition Center, for the use of the premises, the sum of _____DOLLARS ($0.00), payable as set forth. The room License & Use fee of _____DOLLARS ($0.00) shall be paid within 10 business days from the time of invoice. The equipment and catering fee of _____DOLLARS ($0.00) shall be paid within 10 business days from the time of invoice plus all required charges set forth in Licensee's schedule of fees and charges for additional services, accommodations or material furnished to or loaned to Licensee. Licensee acknowledges a receipt of a copy of the schedule or fees and charges and covenants that is bound thereby. Additional fees may apply if changes are made (hours, equipment, catering, etc.) Williamson County accepts payment by Cash, Check, Visa, and MasterCard only. Per Local Government Code we assess a 2.19% fee to each credit card transaction. Any checks returned by the bank for any reason will be turned over the County Attorney's office for prosecution.~~

5. MANAGEMENT AND CONTROL OF FACILITY: Williamson County retains control and management of ~~Williamson County Exposition Center~~ all areas of the Expo Center, which includes the Expo Center's Parking Lot, Main Arena, Covered Warm-up Arena, Show Office, Ticket Office, Outdoor Arena, Indoor Exposition Hall (North), Indoor Exposition Hall (South), Outdoor Covered Exposition Hall, Meeting Room, Conference Room, Catering/Warming Kitchen, RV Park, Restrooms and Concessions Buildings, Pavilion, and Tarmac (collectively the "Expo Center Premises") at all times and shall have the right at all times to enforce all ~~rules~~terms and ~~regulations~~conditions described ~~hereto,~~herein and shall have the right to eject any or all persons who fail or refuse to comply with ~~the rules~~such terms and ~~regulations. Williamson County Exposition~~conditions. Expo Center ~~Management~~ employees are responsible for management and maintenance of the ~~facilities~~Expo Center Premises and shall have the right to access the ~~facilities~~Licensed Facilities at any time during any event.

6. HOURS OF OPERATION: The Expo Center's hours of operation are as follows:

   Expo Center Office Hours: Monday-Friday 8 am - 5 pm

   Event Hours: Monday-Sunday between the hours of 6am - 12am

   NOTE: The above hours of operation may be affected by holidays observed by Williamon County and may be subject to change.

~~6.~~ AFTER HOURS ACCESS; NIGHT WATCHMAN: At least fourteen (14) calendar days in advance of the Licensee's move-in date, Licensee must notify Expo Center Management of any need for access to the Licensed Facilities between the hours of 10:00 p.m. to 6:00 a.m.

~~ADVERTISING and EVENT MARKETING: Licensee shall not hang signs, bunting or other advertising materials anywhere on the premises without prior approval of Williamson County Exposition Center Management. Williamson County Exposition employees shall not be responsible for event promotion. The Williamson County Government logo may not be used on any promotional material without the express written consent of Williamson County Exposition Center.~~

7. A night watchman is required from 10:00 p.m. to 6:00 a.m. each night during which horses or other animals are stalled or kept on the Expo Center Premises. The Expo Center Management will provide a list of approved night watchman providers that Licensee shall be responsible to contract with directly. Night watchman security personnel must be contracted independently at least seven (7)

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calendar days in advance of the Licensee's Event move-in date and written confirmation of such contracting must be provided to Expo Center Management.

8. SECURITY: Uniformed peace officer(s), commissioned in the State of Texas, are required at all events having alcohol; any event having over 500 guests; and/or at the discretion of the Expo Center Management. Officers must be contracted independently by Licensee at least seven (7) calendar days in advance of the Licensee's Event move-in date and written confirmation of such contracting must be provided to Expo Center Management. Officers must be paid individually and directly by Licensee.

~~7.~~9. EVENT STAFFING: Licensee shall provide all ushers, announcers, ticket takers, clean-up ~~crew~~crews and other personnel necessary to conduct the Licensee's activities ~~described in the License & Use License & Use Agreement. A Williamson County Exposition~~and obligations at the Event. Licensee must have an authorized representative, who has decision-making authority, on the Licensed Facilities at all times during the Event and, if Licensee fails to do so, the Expo Center Manager may suspend the Event until such time that Licensee's provide an on-site authorized representative. Licensee shall provide a list of key Event staffing contacts by name and phone number to Expo Center Management at least seventy-two (72) hours in advance of Licensee's move-in date. An Expo Center employee may ~~be on site or~~ , at the Expo Center Management's option, be on ~~-site or on-~~call while ~~facilities~~the Licensed Facilities are occupied. This will be determined on an event-by-event basis and finalized during planning meetings.

~~8. FACILITY ALTERATIONS: Licensee may not undertake any plumbing, electrical, telecommunications, carpentry, or mechanical work on any the facilities without prior written authorization of Williamson County Exposition Center Management. All alterations must be requested in writing and submitted a minimum of 30 days prior to the event.~~

~~9. SUB-LEASING: Sub-Leasing is not available. If sub-leasing is reported, the agreement will be immediately terminated.~~

10. FLOOR/AREA PLANS: Licensee shall submit floor ~~/~~/area plans to ~~Facilities~~Expo Center Management at least ~~30~~fifteen (15) calendar days in advance of ~~event~~Licensee's Event. The plan should include alcohol distribution and consumption areas, decorations, dimensions of all aisles, booths, table, ~~and~~ chair locations, parking areas, loading areas, unloading areas, stall diagrams, arena set-up plans, etc. ~~Facilities~~ Expo Center Management will work with ~~each~~the Licensee on parking spaces, loading, and unloading spaces, specific needs, requirements ~~to ensure compliance with~~ for fire safety standards and ~~facility~~Expo Center Premises requirements. A key/keycard will be provided during event planning meetings between Licensee and Expo Center Management. Lost keys/keycards will result in a lost key/keycard fee as set out in **Exhibit "B" - Williamson County Exposition Center Rates Schedule**.

11. ~~MOVE IN MOVE OUT:~~USE RESTRICTIONS: The following is a non-exhaustive list of reasons that Williamson County may refuse, in its sole discretion, event booking requests:

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(a) the event may cause undue or unusual damage to the Expo Center Premises;
(b) the event may violate local, state or federal laws, rules or regulations;
(c) the event may cause liability to Williamson County;
(d) the event may be obscene pursuant to state and/or federal laws;
(e) the event may be defamatory to Williamson County;
(f) the event conflicts with a similar event previously scheduled on the Expo Center Premises (once a License & Use Agreement has been fully signed and the Security Deposit, if required, has been paid in full to Williamson County, Williamson County may, in its sole discretion and without obligation, choose not to schedule a like event on any part of the Expo Center Premises during the same period of time as that scheduled by the Licensee);
(g) prior violations of any terms and conditions of the License & Use Agreement and/or policies of the Expo Center;
(h) prior disregard for persons or property while using the Expo Center Premises;
(i) prior conduct at the Expo Center Premises which is deemed by Williamson County to be of an inappropriate manner; and/or
(j) Failure to make full payment or timely payment for any and all charges and fees relating to the Expo Center.

~~11.~~12. MOVE-IN/MOVE-OUT: Move-in/move-~~ Events must end in accordance with their contracted end time.~~ ~~The Licensee will forfeit one-half of their deposit if the finish time is exceeded by more than thirty minutes. Move-in/Move~~-out days occur Monday-Friday 8am-5pm~~. The fee for a~~ and each event shall only have one move-in~~/out day is~~ date and one move-out date. The rate for a move-in day is one half of the ~~facility~~total License & Use ~~fee~~Fees. Additional hours outside of Monday-Friday 8am-5pm on a move-in/move-out day are subject to ~~$75/hour~~the hourly fee~~.~~ rate set forth in **Exhibit "B" - Williamson County Exposition Center Rates Schedule**. Move-in/~~Move~~move-out days requested outside of ~~M-F~~Monday-Friday are subject to a greater rate, as determined by Expo Center Management. Events must end in accordance with their contracted end time. ~~not to exceed a full License & Use rate.~~ If Licensee fails to move-out prior to 11:59 pm on the move-out date, the Licensee shall pay a minimum hourly Extended Facility Rental fee, as set out in **Exhibit "B" - Williamson County Exposition Center Rates Schedule.**

13. CANCELATIONS BY LICENSEE: ~~To~~In order to receive a ~~deposit~~ refund of the Security Deposit, if any, and refund of all prepaid fees, if any, less a mandatory $100 cancellation fee, Licensee must provide notice ~~must be given~~ of cancellation, in writing, to the Expo Center Manager at least sixty (60) calendar days before the ~~event. Cancellation inside of~~ Licensee's Event. Cancellations notices that are more than thirty (30) calendar days but less than sixty (60) calendar days from the ~~event~~ Licensee's Event will ~~forfeit~~ result in forfeiture of the entire ~~deposit. The Licensee will forfeit all their contracted fees if cancellation~~amount of the Security Deposit, if any; provided, however, all prepaid License & Use Fees and other fees will be refunded. In the event that Licensee's cancellation notice is received less than ~~30 days before the time of occupancy. Williamson County Exposition Center reserves the right to cancel any event that has not met all criteria outlined in~~ thirty (30) calendar days from the date of the Licensee's Event, Licensee will also

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forfeit all of its License & Use Fees and other prepaid fees in addition to forfeiture of the entire amount of the Security Deposit, if any.

~~12.~~14. RESCHEDULING: A rescheduling fee, as set out in **Exhibit "B" – Williamson County Exposition Center** ~~Policies. Licensee will forfeit deposit and any fees for cancellation of an~~**Rates Schedule**, shall be applied to events that are rescheduled to a date that is in excess of sixty (60) calendar days from the Licensee's original scheduled event date. Any event that is rescheduled on a date that is within sixty (60) calendar days of the Licensee's original scheduled event ~~due to failure to comply with policies.~~date will be handled as a cancellation and Licensee will be required to pay any applicable cancellation fees hereunder and will need to rebook its event. Any rescheduling will be subject to availability.

~~13.~~15. CANCELLATION BY WILLIAMSON COUNTY: This Agreement may be canceled without liability to Williamson County at any time, under any of the following conditions: (a) if the Licensee is found to have provided false or misleading information, (b) if Williamson County finds that the use or proposed use will be detrimental to the health, safety or morals of Williamson County or to the efficient operation of the Property, (c) if Licensee defaults in its obligations as provided for hereunder; (d) in case ~~the Property or~~ any part ~~thereof~~of the Expo Center shall be destroyed or damaged by fire or any other cause, or if any other casualty or unforeseen occurrence, including labor disputes, wars or acts of military authorities, shall render the fulfillment of the ~~agreement~~Agreement difficult or impossible to perform, (f) if any part of the ~~Property~~Expo Center is needed for public necessity or emergency use as determined by Williamson County, (g) the existence of any of the Use Restrictions set out herein, and/or (~~g~~h) for convenience and without cause upon sixty (60) calendar days written notice to Licensee; provided; however, in the event of Williamson County's termination for convenience and without cause, it is understood and agreed that only the ~~security deposit~~Security Deposit, if any, and any prepaid fees received by Williamson County at the time of termination may be reimbursed to Licensee and that no penalty will be assessed for Williamson County's termination of this Agreement for convenience.

~~14.~~16. INSURANCE REQUIREMENTS~~:~~ Upon Licensee's execution of this ~~Licensee~~ Agreement, Licensee shall provide the ~~Williamson County Exposition~~Expo Center Manager with a Certificate of Insurance ensuring compliance with the insurance requirements set out herein. Licensee shall carry Commercial General Liability Insurance for all events at the ~~Williamson County Exposition~~Expo Center in accordance with the following coverage requirements:

~~a.~~(a) One million dollar ($1,000,000) (combined single limit for bodily injury and property damage) per occurrence with a two million dollar ($2,000,000) aggregate coverage for bodily injury or death, property damage and personal injury.

~~b.~~(b) Damages to Rented Premises coverage in the minimum amount of $100,000;

~~c.~~(c) Medical Expenses coverage in the minimum amount of $10,000;

~~d.~~(d) The policy must be effective during the contracted times as stated in the Agreement, including move-in and move-out dates;

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~~c.~~(e) The policy must list the dates of use (including move-in/move-out);

~~d.~~(f) The policy must name of the ~~event~~Event under description of operations; and

~~e.~~(g) **The policy must name "Williamson County, Texas" as a certificate holder and additional insured.**

All policies of insurance provided by the Licensee must comply with the requirements set forth herein and the laws of the State of Texas. Insurance coverage required hereunder shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company.

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

At least seven (7) calendar days prior to Licensee's Event, Licensee shall provide the Expo Center with a copy of a Certificate of Insurance evidencing the insurance requirements hereunder. Williamson County shall be entitled, upon request, and without expense, to receive complete copies of the policies with all endorsements and may make any reasonable requests for deletion, or revision or modification of particular policy terms, conditions, limitations, or exclusions, except where policy provisions are established by law or regulation binding upon the parties or the underwriter of any of such polices. Damages caused by the Licensee and not covered by insurance shall be paid by the Licensee.

~~15.~~17. CLEANING: ~~Contracted areas should~~ Areas of the Licensed Facilities must be left in the state and condition that they were found~~.~~ prior to Licensee's Event. General cleaning is the responsibility of the Licensee in all ~~licensed~~ areas of the Licensed Facilities after ~~an event.~~Licensee's Event. If the Licensee fails to complete clean-up ~~the event holder risk losing deposit.~~, Licensee's Security Deposit may be forfeited. For larger events and events open to the public, ~~Williamson County Exposition~~Expo Center Management may require ~~the~~Licensee's use and delivery of a roll off dumpster for the ~~event. The~~Event. If Licensee's Event causes a need for excessive cleaning, Licensee shall be subject to an excessive clean-up fee, as set out in **Exhibit "B" - Williamson County Exposition Center** ~~is not responsible for any items left in the building after an event.~~ **Rates Schedule**.

~~16.~~18. FREIGHT: All freight is the responsibility of the Licensee. All freight deliveries require advanced coordination and approval of the Expo Center Management. Uncoordinated delivery of freight may be denied and is subject to return to sender at no expense to the Expo Center. Any freight delivered before an event must have permission from the ~~Williamson County Exposition~~Expo Center Management. Any freight left after an event move-out date or time will be ~~charged a fee of $100 per day.~~assessed a daily fee as set out in **Exhibit "B" - Williamson County Exposition Center Rates Schedule**. Deliveries for ~~Event Coordinators~~event coordinators may be accepted by ~~Williamson County~~Expo Center employees with prior approval by ~~Facilities Management.~~Expo Center Management; provided,

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however, any risk of loss for such deliveries shall remain solely with the Licensee and Williamson County shall not be required to provide any safekeeping or care for such deliveries.

~~17.~~19. SAFETY; FIRST AID: Licensee ~~may be required to provide, at Williamson County Exposition Center Management's discretion,~~shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with Licensee's use of the Licensed Facilities. Licensee's safety program shall comply with all applicable federal, state and local laws and regulations. Licensee is encouraged to contract and provide certified first aid personnel during the ~~agreement term.~~Licensee's use of the Licensed Facilities. Licensee assumes total responsibility for the qualifications and actions of ~~these~~its first aid personnel. Any accidents or incidents requiring first aid treatment must have a written report and a copy of same must be filed with ~~Williamson County Exposition~~Expo Center ~~management~~Manager's office by the close of ~~the event~~ each day. that any accidents or incidents occur at Licensee's Event.

~~18. SECURITY: Uniformed peace officers are required at all events having alcohol and any event having over 500 guests or at the discretion of the Williamson County Exposition Management. The event described herein will have TBD certified, uniformed officers who are directly supervised by a governmental agency, scheduled from TBD until TBD. Officers are scheduled by Licensee and must be paid individually by Licensee at the commencement of the event. Alcohol may not be served until officers have arrived and are in place.~~

~~19. PHOTOS: Williamson County Exposition Center Management may take photos of public events held at Williamson County Exposition Center. These photos shall be the property of Williamson County and may be used by Williamson County Exposition Center Management for educational or promotional materials.~~

20. GLASS CONTAINERS: With the exception of individual beverage glasses confined to the Expo Center Hall rooms only, glass drinking containers are not permitted on any of the Expo Center Premises including its parking lots. No glassware of any kind is allowed in the Expo Center arenas, barns, or parking lots.

21. ALCOHOL ~~POLICY:~~ TERMS & CONDITIONS: The following terms and conditions shall apply when alcohol is served and/or consumed during Licensee's Event:

(a) Alcohol ~~must~~may only be provided by an Approved Alcohol Vendor/Concessionaire with adequate liquor liability insurance coverage ~~confirmed and submitted as required.~~ .

(b) At least seven (7) calendar days prior to Licensee's Event, the Expo Center shall be provided with a copy of a Certificate of Insurance evidencing the following minimum liquor liability insurance requirements:

(1) Liquor liability coverage limits of $1MM per occurrence and $2MM in the aggregate or more;

(2) The policy must be effective during the contracted times as stated in the Agreement, including move-in and move-out dates;

(3) The policy must list the dates when alcohol will be provided and/or consumed during the Event;

(4) The policy must name the Event under description of operations; and

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(5) **The policy must name "Williamson County, Texas" as a certificate holder and additional insured.**

(c) The Licensee must provide adequate security for any events serving or selling alcohol~~.~~, as set out herein.

(d) Guests attending events ~~are~~shall never be allowed to bring alcohol into the ~~event~~Event. "Bring your own bottle" is prohibited in all ~~facilities for any event.~~ areas of the Expo Center Premises.

(e) The Licensee's Approved Alcohol Vendor/~~-~~Concessionaire will be charged ~~15% of the gross sales. All alcohol will be shut off at a minimum of 30~~a separate fee at time of reservation as set out in **Exhibit "B" - Williamson County Exposition Center Rates Schedule**.

~~20.~~(f) The serving of all alcohol must cease at least thirty (30) minutes prior to the scheduled end of ~~your event~~Licensee's Event but may be ~~shut off~~ceased sooner if deemed necessary.

(g) The Floor/Area Plans required herein must detail the location, time and security plans relating to the sale/distribution and consumption of alcohol. No alcohol may leave the designated areas set forth in the Floor/Area Plans.

(h) No glass containers of alcohol of any kind may be sold or provided.

(i) All Texas Alcoholic Beverage Commission ("TABC") rules must be followed.

(j) If alcohol is to be sold or provided at a ticketed event in any Expo Center Premises, including the Expo Center's Hall, Arena or Covered Expo the following requirements must be met:

(1) Approved Alcohol Vendor/ Concessionaire must obtain a "Texas Alcoholic Beverage Commission Temporary Licenses Permit" (Chapter 72 of the State of Texas Alcoholic Beverage Commission Laws) to provide alcohol sale and service for the Licensed Facilities.

(2) Approved Alcohol Vendor/ Concessionaire must provide certificate of insurance including liquor liability as described herein.

(3) Approved Alcohol Vendor/ Concessionaire must provide security plan to Expo Center Management for final approval a minimum of thirty (30) calendar days prior to the Event.

(k) If alcohol is to be provided to the general public for free, or otherwise made available on the Expo Center Premises, including the Exposition Center's Exposition Hall, Arena or Covered Expo the following requirements must be met:

(1) Licensee is required to obtain the services of an Approved Alcohol Vendor/ Concessionaire with a current liquor license to provide alcohol sale and service for the Licensed Facilities.

(2) Approved Alcohol Vendor/ Concessionaire must provide certificate of insurance including liquor liability as described herein.

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(3) Approved Alcohol Vendor/ Concessionaire and the Licensee must provide security plan to Expo Center Management for final approval a minimum of thirty (30) calendar days prior to the Event.

(l) If the Licensee fails to disclose that alcohol is to be sold, served or otherwise made available at Licensee's Event, the Licensee, participants, spectators and anyone else involved with the Event are subject to removal, citation or arrest at the discretion of the Williamson County Sheriff's Office.

22. VENDORS: For purposes of this License & Use Agreement, a "vendor" is any individual or company that is providing a service or product for sale or distribution on the Expo Center Premises. All vendors must be approved by the Licensee and the Expo Center Management prior to the Event.

23. CONCESSIONS ~~and CATERING: All~~ : When the Expo Center has contracted with a year-round Concessionaire, all concessions ~~are~~must be provided exclusively by the approved year-round Concessionaire for the ~~Williamson County Exposition Center. The Williamson County Exposition Center does provide~~ Expo Center. Licensee will have the option of buying out the County's Concessionaire at a negotiated rate based on per guest entries for all entrants over the age of three (3). The concession buyout fee will be added to fees payable to Williamson County under this Agreement. Vendors performing services under the concession buyout will be held responsible for completing and complying with the Expo Center's concession permit process.

24. CATERING: The Expo Center allows catering through a list of Approved Caterers. Approved Caterers ~~are~~shall be charged a surcharge ~~of $1.00 per person or 10% of the gross sales, whichever is greater.~~as outlined in the Expo Center's caterer's permit. Cooking on the ~~premises is~~Expo Center Premises may be allowed only by approval of the Expo Center Manager.

25. FOOD SAFETY: Food vendors that are providing food for the public at Licensee's Event must follow the Expo Center's permitting process, which requires that all food vendors be permitted through the Williamson County & Cities Health District (wcchd.org). When an event involves a temporary food service operation or food demonstration, Licensee shall be responsible for complying with all State Health Department guidelines and requirements. The Williamson County & Cities Health District can issue a temporary food service certificate for such events.

~~21.~~30. ADVERTISING AND EVENT MARKETING: Licensee shall not hang signs, bunting or other advertising materials anywhere on the Expo Center Premises without prior approval of Expo Center Management. Expo Center employees shall not be responsible for Event promotion, including social media live feeds and other forms of social media content. The Williamson County official logo may not be used on any promotional material without the express written consent of the Williamson County ~~Exposition Center Manager~~Commissioners Court.

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31. FACILITY ALTERATIONS: Licensee may not undertake any plumbing, electrical, telecommunications, carpentry or mechanical work on any of the Expo Center Premises without prior written authorization of Expo Center Management. All alterations must be requested in writing and submitted a minimum of thirty (30) business days prior to the Event.

~~22.~~32. DECORATIONS: The Licensee is responsible for their own safety and the safety of those associated with ~~their event~~its Event during the installation, display and removal of all decorations. Decorations causing damage to floors, walls or other structures are not permitted. This includes the use of tape, tacks, nails, or staples. Throwing rice, confetti, glitter or flower petals and the use of sparklers or ~~balloons~~fireworks are ~~not allowed~~prohibited on the ~~grounds or in our facilities.~~Expo Center Premises. All decorations hung from ceilings or that require the use of equipment ~~must~~may only be ~~done~~performed by Expo ~~Staff~~Center staff and ~~be delivered~~Licensee must deliver such decorations no less than seventy-two (72) hours prior to ~~the event~~Licensee's Event with instruction on where to place them. Decorations hung by Expo Center staff are subject to a decoration fee~~.~~, as set out in **Exhibit "B" - Williamson County Exposition Center Rates Schedule**.

33. HELIUM BALLOONS: Helium balloons may not be distributed or sold in/on or around the Expo Center Premises. With prior approval of the Expo Center Management, helium balloons may be used as decoration when they are permanently attached to other furniture or a display. If helium balloons are released for any reason in/on or around the Expo Center Premises during Licensee's Event, a charge for the removal of the balloons will be assessed to the Licensee. Helium balloons that escape to the ceiling are subject to an excessive clean-up fee, as set out in **Exhibit "B" - Williamson County Exposition Center Rates Schedule**.

34. FLAMMABLE AND HAZARDOUS MATERIALS: Flammable liquids or materials under high pressure are prohibited in, on or around the Expo Center Premises. This includes; but is not limited to gasoline, kerosene and propane.

~~23.~~35. CANDLES AND OPEN FLAMES: Per the International Fire Code Section 308.3, open flames on candles may be used only for a unity candle in religious ceremonies and for enclosed tea light candles on tabletops. Any other open flame will be allowed only at the discretion ~~of the Facility Manager~~ and written consent of the Fire Marshal having jurisdiction over the Leased Premises and must comply with the International Fire Code Section ~~308.3. No~~. There shall be no pyrotechnics inside~~.~~ any areas of the Expo Center Premises.

36. SMOKING AND VAPING: Smoking or vaping may only be conducted in designated areas of the Expo Center Premises.

~~24.~~37. FOG AND SMOKE MACHINES: Use of fog or smoke machines is restricted to only outside ~~only. Inside use is prohibited~~areas of the Expo Center Premises and shall not be used inside any enclosed areas of the Expo Center Premises.

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38. EXIT DOORS AND FIRE CODE: A 10' clearance on both sides of all Expo Center Premises exit doors, (egress and ingress) with no physical obstruction, must be maintained at all times. No lighted exit sign or accompanying door can be blocked or locked during an event. All discrepancies or issues arising out of Fire Code issues or violations will be decided upon by the Expo Center Management and the Fire Marshal having jurisdiction over the Leased Premises.

~~25.~~39. AUTOMOBILES: Automobiles will not be allowed in the ~~Williamson County Exposition~~Expo Center ~~Exposition~~ Hall without written authorization of the Expo Center Manager at least ~~two weeks~~fourteen (14) calendar days prior to ~~your event~~Licensee's Event. All fire regulations must be strictly followed when an automobile is used for display purposes. Protective material must be used to cover the floor area at the display point. Non-emergency vehicles must have the batteries disconnected, keys removed and contain less than one gallon of fuel.

~~26. EXIT DOORS AND FIRE CODE: A 10' clearance on both sides of the exit doors, (egress and ingress) with no physical obstruction, must be always maintained. No lighted exit sign or accompanying door can be blocked or locked during an event. All discrepancies arising out of Fire Code issues will be decided upon by the Williamson County Exposition Center Management.~~

~~27.~~~~30.~~ ~~ELECTRICAL: The Licensee may use up to 25 amps of 110-volt electricity. Events requiring special arrangements must provide a detailed layout of the electrical needs to the Williamson County Exposition Center office 30 days prior to the event and will be charged for additional electricity.~~

~~28. ANIMALS: Licensee utilizing a Williamson County Facility for any activity, in which animals are used or exhibited, shall comply fully with all applicable government agency statutes, laws, ordinances, rules, regulations, and/or order applicable to the humane care and treatment of animals. Licensee assumes the full responsibility to meet and satisfy all applicable ordinances, laws, rules, regulations, and/or orders as they relate to the needs and rights of those animals, which are under the Licensee's care and control. All animals must be penned, stalled, and otherwise confined or under the direct control of owner or handler at all times. Persons keeping animals on the premises must use every care to assure safety of visitors and other facility patrons/personnel. Violation of this policy may result in removal of animals from the premises or Animal Control may be called. Animals and pets are not permitted in several Williamson County Facilities, refer to specific facility information; service dogs are the exception. As required by Texas Animal Health Commission, negative Coggins Test Certificate must be required for all equines brought into the facility. All other animals must comply with state mandated regulations from the Texas Animal Health Commission.~~

~~29. ANIMAL BEDDING: Williamson County Exposition Center shall be the sole provider of any foreign materials used for bedding (such as straw, shavings, hulls, etc.), and shall make the sole determination as to which such foreign materials, if any, can be used. Licensee shall purchase shavings (if Licensee desires) solely from Williamson County Exposition Center. **No outside shavings or other bedding shall be permitted on the grounds.**~~

~~30. Night Watchman: Williamson County Exposition Center will provide at Licensee's expense, a night watchman from 10:00 p.m. to 6:00 a.m. each night during which horses are stalled or animals are on the premises.~~

~~31. GENERAL COMPLIANCE: Licensee agrees to comply with all applicable city, state, and federal governmental agencies, laws, ordinances, and statutes. Licensee assumes full responsibility for payment of all sales, use, assessments and/or fees in compliance with Williamson County and the State of Texas.~~

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~~Licensee must comply with all local, state or federal requirements, including but not limited to health and safety regulations and compliance with any applicable city code, state and federal laws. Additionally, Licensees shall comply with all posted rules within the Expo Facility and must act in good faith and cooperate with Williamson County.~~

~~32. PHOTOGRAPHY PRODUCTION: If Licensee's use hereunder is for the production of photography (including without limitation by means of motion picture, still or videotape photography), all rights of every nature whatsoever in and to all still pictures, motion pictures, videotapes, photographs and sound recordings made hereunder, shall be owned by Licensee and its successors, assigns and licensees. In connection with Licensee's use of the area described hereunder and the production of photography, Licensee may refer to area or any part thereof by any fictitious name and may attribute any fictitious events as occurring on such area. Williamson County irrevocably grants to Licensee and Licensee's successors and assigns the right, in perpetuity, throughout the universe, to duplicate and recreate all or a portion of the area of use described herein and to use such duplicates and recreations in any media and/or manner now known or hereafter devised in connection with the film, including without limitation sequels and remakes, merchandising, theme parks and studio tours, and in connection with publicity, promotion and/or advertising for any or all of the foregoing; provided, however, the area used hereunder shall not be used for the production of any movie or scene that would be considered to be obscene pursuant to state and federal laws or as otherwise prohibited by this Agreement.~~

~~**Licensee hereby acknowledges and agrees that area used hereunder shall not be used for the production of any still pictures, motion pictures, videotapes, photographs and sound recordings that would be considered to be obscene pursuant to state and/or federal laws or any use of such area that would be defamatory to Williamson County. In the event Licensee should use the area described hereunder for such purposes, such use shall be deemed a material breach of this Agreement and Williamson County may avail itself of any remedies allowed at law or in equity.**~~

~~33.30. GLASS CONTAINERS: Glass drinking containers are not permitted in any Williamson County Exposition Center Facility or parking lots, with the exception of individual beverage glasses confined to the Expo Hall rooms only. No glassware of any kind is allowed in the Arena, Barns, or Parking Lot.~~

~~34. FLAMMABLE AND HAZARDOUS MATERIALS: Flammable liquids or materials under high pressure are prohibited in the Williamson County Exposition Center Exposition Center. This includes but is not limited to gasoline, kerosene and propane.~~

~~35. OPEN CARRYING OF FIREARMS: The carrying of firearms is pursuant to current Texas Statute.~~

~~36.~~40. HAZARDOUS WASTE: The Licensee agrees that, at all ~~material~~ times Licensee is on Williamson County property, not to have in its possession, collect, distribute, dispose, release, or otherwise discharge any toxic or hazardous waste as defined by Williamson County and/ or any applicable laws. In the event the Licensee shall be in possession of such hazardous or toxic waste, the Licensee shall immediately notify ~~Facilities~~Expo Center Management and the Texas Commission of Environmental Protection as well as the Federal Environmental Protection Agency and such other governmental agency or body as may be required by law, relative to such materials. Additionally, Licensee agrees not to dispose of any refuse or empty any fluids on Williamson County property. In the event the Licensee, or its agents, vendors, ~~sub licensees,~~ concessionaires or employees dump grease in the ~~facility~~Expo Center Premises' sewer system, or at locations not authorized by ~~Facilities~~Expo Center Management, or shall otherwise violate the provisions of this paragraph, Williamson County ~~Exposition Center Management~~ will look to the Licensee and shall subject the Licensee to possible fine or penalties, plus any costs incurred by Williamson County. Such fine or penalties shall be imposed by ~~Facilities Management~~Williamson County for each infraction and Licensee shall be

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deemed in material breach of ~~the License & Use License & Use~~this Agreement and subject to immediate termination of ~~the License & Use License & Use~~this Agreement and removal from the property.

41. ELECTRICAL: Events requiring special electrical supply or arrangements must provide a detailed layout of the electrical needs to the Expo Center Manager thirty (30) calendar days prior to Licensee's Event and an additional electricity charge will be assessed.

~~37.~~ ANIMALS: Licensee utilizing ~~INDEMNIFICATION : To the fullest extent permitted by law, the Licensee shall indemnify and hold harmless the County, its officers, agents, employees and insurers from and against all claims, damages, losses, expenses and demands, including court costs, attorney's fees and expenses, due to injuries, losses or damages arising out of, resulting from, or in any manner connected with the Licensee's event, pursuant to the License & Use License & Use Agreement, if any such injury, loss or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the act, omission, error, mistake negligence, other fault of Licensee, any officer, employee, representative or agent of the Licensee, anyone directly or indirectly employed by the Licensee, or anyone for whose acts the Licensee may be liable; provided, however, that except for worker's or workmen's compensation, disability benefits or other similar employee benefit claims, Licensee is not obligated to indemnify the County hereunder for that portion of any claims, damages, losses, demands and expenses arising out of or resulting from any grossly negligent act or omission of the County, or its officers, agents or employees. Licensee's indemnification obligation hereunder shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this section. With respect to any and all claims against the County or any of their officers, employees or agents by any employee of Licensee or anyone directly or indirectly employed by Licensee, or anyone for whose acts Licensee may be liable, the indemnification obligation described above shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Licensee, under worker's or workmen's compensation acts, disability benefit acts, or other employee benefit acts.~~

42. any of the Expo Center Premises for any activity in which animals are used or exhibited shall fully comply with all applicable government agency statutes, laws, ordinances, rules, regulations, and/or order applicable to the humane care and treatment of animals. Licensee assumes the full responsibility to meet and satisfy all applicable ordinances, laws, rules, regulations, and/or orders as they relate to the needs and rights of those animals which are under the Licensee's care and control. All animals must be penned, stalled and otherwise confined or under the direct control of their owner or handler at all times. Persons keeping animals on the Premises must use every care to assure safety of visitors and other patrons/personnel. Violation of this policy may result in removal of animals from the Expo Center Premises by Williamson County Animal Control.

Animals that are not being used or exhibited as a part of the Licensee's Event, pets, comfort animals, emotional support animals or other animals that do not qualify as a "Service Animal" as that term is defined by ADA Regulations, 28 C.F.R. § 35.136, and Chapter 121 of the Texas Human Resources Code are not permitted on the Expo Center Premises.

As required by Texas Animal Health Commission, negative Coggins Test Certificate must be required for all equines brought on the Expo Center Premises. All other animals must comply with state mandated regulations from the Texas Animal Health Commission and the Rabies Control Act.

43. LIVESTOCK BEDDING: There shall be no outside bedding of any kind allowed on the Expo Center Premises without written approval by the Expo Center Manager. All bedding must be purchased

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from the Expo Center for the purpose of bedding stalls or livestock pens. Licensee agrees that any bedding not purchased from the Expo Center or the cleaning and disposing of materials onto any paved surfaces of the Expo Center Premises will subject the Licensee to forfeiture of the Security Deposit and additional clean up fees as determined by Expo Center Management.

44. GUNS AND GUN SHOW POLICY: Exhibitors displaying firearms at Licensee's Event must comply with all federal, state and local laws governing the possession and/or sale of firearms. Firearms may not be loaded or fired in the interior or exterior of the Expo Center Premises, including parking areas during Licensee's Event. If Licensee's Event is a gun show, non-permitted or non-authorized individuals who obtain a firearm or handgun at the Event must leave the Expo Center Premises immediately upon acquiring such firearm. Firearms exhibited, sold or exchanged at gun show events must have their trigger mechanisms secured with tie wraps or similar devices. Licensees must provide adequate security during gun show events.

45. BARREL RACING EVENTS: All barrel racing events require a minimum of a three consecutive day booking. Williamson County Exposition staff will prepare the arena(s) for the event and maintain the arena(s) during big drags. However, all barrel racing event licensees shall provide their own tractor, arena drag, and tractor operator for the entirety of the race event.

46. INDEMNIFICATION:

INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, Licensee SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF WILLIAMSON COUNTY'S CHOOSING), AND HOLD HARMLESS WILLIAMSON COUNTY, AND WILLIAMSON 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 LICENSEE, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED IN CONNECTION WITH OR FROM THE PERFORMANCE OF THIS AGREEMENT OR LICENSEE'S USE OF THE LICENSED FACILITIES AND/OR EXPO CENTER PREMISES. LICENSEE HEREBY INDEMNIFIES THE INDEMNITEES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE SOLE, COMPARATIVE OR CONCURRENT NEGLIGENCE OR THE STRICT LIABILITY OF ANY INDEMNIFIED PARTY. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF WILLIAMSON COUNTY'S CHOOSING), AND HOLD HARMLESS WILLIAMSON COUNTY, AND WILLIAMSON 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 LICENSEE'S USE OF THE LICENSED FACILITIES AND/OR EXPO CENTER PREMISES, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF LICENSEE 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.

47. STATUTORY WARNINGS:

WARNING: UNDER TEXAS LAW (~~TEX.CIV.PRAC. &REM.~~CHAPTER 87, CIVIL PRACTICE AND REMEDIES CODE~~#87.003) A "PERSON,INCLUDING~~), A FARM ANIMAL ~~ACTIVITY SPONSOR, FARM ANIMAL~~ PROFESSIONAL~~, LIVESTOCK PRODUCER, LIVESTOCK SHOW PARTICIPANT, OR~~ OR FARM OWNER OR LESSEE IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN FARM ANIMAL ACTIVITIES, INCLUDING AN EMPLOYEE OR INDEPENDENT CONTRACTOR, RESULTING FROM THE INHERENT RISKS OF FARM ANIMAL ACTIVITIES.

WARNING: UNDER TEXAS LAW (CHAPTER 87, CIVIL PRACTICE AND REMEDIES CODE), A LIVESTOCK SHOW SPONSOR~~,~~ IS NOT LIABLE FOR ~~PROPERTY DAMAGE OR DAMAGES ARISING FROM PERSONAL~~AN INJURY TO OR THE DEATH OF A PARTICIPANT IN A ~~FARM ANIMALS ACTIVITY OR~~ LIVESTOCK SHOW RESULTING FROM THE INHERENT RISKS OF LIVESTOCK SHOW~~. IF THE PROPERTY DAMAGE, INJURY OR DEATH RESULTS FROM THE DANGER OR CONDITIONS THAT ARE AN INHERIT~~ ACTIVITIES. STALL AT YOUR OWN RISK ~~OF A FARM ANIMAL ACTIVITY OR THE SHOWING OF AN ANIMAL ON A COMPETATIVE BASIS IN A LIVESTOCK SHOW".~~.

~~38. USE OF OR LOSE OF COUNTY EQUIPMENT: Without prior coordination and agreement of Facilities Management, Licensees shall not operate motorized County-owned equipment. Additionally, Licensee shall not dispose of in any manner equipment or materials owned by Williamson County Government.~~

WILLIAMSON COUNTY IS NOT RESPONSIBLE FOR DAMAGE, THEFT OR INJURY TO ANIMALS, PERSONS OR PROPERTY.

~~39.~~48. INTELLECTUAL PROPERTY: Licensee will assume all costs, expenses and damages arising from the use of patented, trademarked, franchised~~,~~ or copyrighted music, materials, devices, processes or dramatic rights used at or incorporated in ~~the~~Licensee's Event~~.~~ at the Licensed Facilities and LICENSEE HEREBY AGREES TO INDEMNIFY, DEFEND~~,~~ AND HOLD WILLIAMSON COUNTY, ITS OFFICERS, AGENTS, AND EMPLOYEES HARMLESS FROM ANY CLAIMS OR COSTS, INCLUDING LEGAL FEES, WHICH MIGHT ARISE FROM USE OF ANY SUCH MATERIAL. ~~The~~As set out herein-above, the Williamson County ~~Government~~ logo may not be used on any promotional material without the express written consent of Williamson County Commissioners Court.

~~40.~~49. LIABILITY AND LIMITATIONS OF PARKING: Williamson County shall not be responsible for fire, theft, damage to or loss of vehicles, trailers, other motorized equipment, personal property or

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articles left ~~therein~~ parked or situated on Williamson County property. ~~Licensees are~~Licensee shall be responsible for requesting designated parking. ~~Guests of the Williamson County Exposition Center~~Individuals who park in any non-designated area do so at their own risk and may be ticketed or towed at their own expense.

~~41.~~50. LIMITATIONS OF LIABILITIES: Notwithstanding anything herein to the contrary, Williamson County will not be liable for any indirect, incidental, special, consequential damages, or damages resulting from the use of the ~~Williamson County Exposition~~Licensed Facilities or Expo Center Premises, however arising, ~~including failure of voice or data lines,~~ even if Williamson County has been advised of the possibility of such damages. Licensee hereby agrees that Williamson ~~County~~County's liability ~~will in no Event exceed the amount received under this agreement~~ for damages arising out of, relating to, or in any way connected with ~~the License & Use Agreement. Users of Williamson County Exposition Center are~~this Agreement will not in any event exceed the amounts received under this Agreement. Licensee is hereby advised and encouraged to procure ~~Event~~event cancellation insurance. ~~Williamson County will not assume liability for cancellation due to emergencies or unforeseen circumstances. Recovery under such circumstances shall be limited to the amount of License & Use fees paid under the License & Use Agreement. Williamson County Exposition Center~~ Williamson County shall not be responsible for any loss resulting from any lack of heat, water, or lights due to an act of God or failure of equipment to operate properly through no fault of ~~the~~ Williamson County ~~Exposition Center~~.

~~42.~~51. LOST OR STOLEN ITEMS: Williamson County shall not be responsible, under any circumstances, for property of the Licensee while on the ~~Williamson County Exposition Center premises. Williamson County Exposition~~Expo Center Premises. Expo Center Management will accept lost and found articles for distribution during normal business hours. In addition, ~~Williamson County Exposition~~Expo Center Management is not responsible for any loss of any type of articles ~~or~~, equipment~~,~~ personal property, exhibits, displays or materials left unattended ~~in any facility.~~on the Expo Center Premises. The usage of security personnel when such articles, equipment, personal property, exhibits, displays or ~~articles~~materials are left in buildings or ~~in a County Facility~~on the Expo Center Premises shall be the responsibility of the Licensee. All articles, equipment, personal property, exhibits, displays or materials ~~shall~~may be brought into the ~~facilities~~Licensed Facilities only at ~~such hours as~~move-in date and times designated by ~~the License & Use~~this this Agreement. Licensee assumes all responsibility for ~~any goods~~all articles, equipment, personal property, exhibits, displays or ~~material~~materials, which may be placed in Williamson County's storage before, during, or after ~~an Event~~Licensee's event.

~~43.~~52. PARKING LOTS AND ROADWAYS: Multiple ~~Events~~events may be conducted simultaneously at ~~Williamson County Exposition~~the Expo Center~~.~~ by different individuals and entities. It is the Licensee's responsibility to coordinate with ~~Facilities~~Expo Center Management on parking area assignments. Fire lanes must be kept open for police, fire, ambulance, and other emergency ~~units~~services equipment and apparatus, as well as for Williamson County maintenance workers. Parking lots are subject to availability.

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~~44. HELIUM BALLOONS: Helium balloons may not be distributed or sold inside the facility. With prior approval of the Facility Management, helium balloons may be used as decoration when they are permanently attached to other furniture or a display. If helium balloons are released for any reason in the facility, a charge for the removal of the balloons will be assessed to the Licensee.~~

~~45.~~53. RECREATIONAL VEHICLE (RV) PARKING: Any ~~Event~~ camping or ~~using RVs at a Williamson County Exposition Center~~ use of RV's during Licensee's Event shall ~~use~~ only be allowed in the designated areas for camping and parking. ~~Williamson County Exposition~~Expo Center Management will work with Licensee to determine location, additional fees and number of ~~spaces~~ RV sites to be allocated. for its Event. RV sites will be available for rent by Licensee's Event participants once the License & Use Agreement is fully executed and the Security Deposit, if any, has been paid by Licensee. No overnight horse tie-outs shall be allowed in the RV Park. All RV sites must be paid in full before parking inthe RV Park and site assignments will be determined by the Expo Center staff. There shall be no refunds once a RV reservation has been booked and paid. The RV related fees are set out in **Exhibit "B" - Williamson County Exposition Center Rates Schedule.**

~~46.~~54. RESPONSIBILITY: Licensee accepts full responsibility for the actions of all individuals or groups invited, hired, or participating in the ~~event~~Licensee's Event.

~~47.~~55. CAPACITY: Licensee shall not admit to the ~~Premises~~Licensed Facilities a larger number of persons than the seating and/or occupancy capacity thereof. The ~~ruling~~determination of the ~~Williamson County Exposition~~Expo Center Manager on ~~this question~~capacity limits shall be final.

~~48. SMOKING: No smoking is allowed inside the Williamson County Exposition Center buildings.~~

56. WILLIAMSON COUNTY EQUIPMENT: Without prior coordination and consent of Expo Center Management, Licensees shall not operate Williamson County owned motorized equipment. Additionally, Licensee shall not dispose of, in any manner, equipment or materials owned by Williamson County

~~49.~~57. COUNTY PROPERTY: Licensee assumes responsibility for any items borrowed from the ~~Williamson County Exposition~~Expo Center. This includes public address system equipment, extension cords, scissors, flags, etc. Replacement cost for loss of borrowed items will be retained from the ~~required security deposit~~Licensee's Security Deposit.

~~50.~~58. MEDIA RIGHTS: Williamson County ~~Exposition Center~~ reserves the rights and privileges for outgoing television and radio broadcast originating from the ~~Williamson County Exposition~~Expo Center Premises during the term of ~~the~~ this Agreement. Should ~~the~~ Williamson County ~~Exposition Center~~ grant Licensee ~~such~~the privilege. of conducting outgoing television and radio broadcast, Williamson County ~~Exposition Center~~ has the right to require advance payment of any estimated cost related ~~cost~~ to ~~Williamson County Exposition~~such broadcasts to the Expo Center and may also require payment for said privilege in addition to ~~License & Use fee.~~the other fees Licensee is obligated to pay under this

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Agreement. The grant of ~~such privilege~~any broadcasting privileges must be in writing and obtained from the ~~Williamson County Exposition~~Expo Center Manager in advance of the broadcast date.

59. PHOTOS: Expo Center Management may take photos of events held at Expo Center. These photos shall be the property of Williamson County and may be used by Expo Center Management for educational or promotional materials.

PHOTOGRAPHY PRODUCTION: If Licensee's use hereunder is for the production of photography (including without limitation by means of motion picture, still or videotape photography), all rights of every nature whatsoever in and to all still pictures, motion pictures, videotapes, photographs and sound recordings made hereunder, shall be owned by Licensee and its successors, assigns and licensees.

60. In connection with Licensee's use of the Licensed Facilities and the production of photography, Licensee may refer to an area or any part thereof by any fictitious name and may attribute any fictitious events as occurring on such area. Williamson County irrevocably grants to Licensee and Licensee's successors and assigns the right, in perpetuity, throughout the universe, to duplicate and recreate all or a portion of the area of use described herein and to use such duplicates and recreations in any media and/or manner now known or hereafter devised in connection with the film, including without limitation sequels and remakes, merchandising, theme parks and studio tours, and in connection with publicity, promotion and/or advertising for any or all of the foregoing.

Licensee hereby acknowledges and agrees that the Licensed Facilities used hereunder shall not be used for the production of any still pictures, motion pictures, videotapes, photographs and sound recordings that would be considered to be obscene pursuant to state and/or federal laws or any use of such area that would be defamatory to Williamson County. In the event Licensee should use the Licensed Facilities described hereunder for such purposes, such use shall be deemed a material breach of this Agreement and Williamson County may avail itself of any remedies allowed at law or in equity.

~~51.~~61. NO SUBLETTING AND ASSIGNMENT: Licensee shall not sublet, ~~nor~~sublicense, assign, pledge, or hypothecate ~~or mortgage~~ this Agreement or any of its rights hereunder, without the prior written consent of Williamson County.

~~52.~~62. GOVERNING LAW & VENUE: Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in Williamson County, Texas. Furthermore, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

~~53.~~63. FORCE MAJEURE: In the event that either party should be delayed, prevented or rendered impractical by any of the following events: fire, flood, riot, earthquake, civil commotion, strike,

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lockout, labor disturbances, explosions, sabotage, accident, war, other casualty, act of God, or any law ordinance, rule of regulation which becomes effective after the date of this Agreement or any other cause beyond the reasonable control of either party, then the respective party shall not be liable to perform.

~~54.~~64. 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.

65. 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 Williamson County, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Williamson 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.

66. NO WAIVER: The failure or delay of a party to enforce at any time or any period of time any of the provisions of this Agreement shall not constitute a present or future waiver of such provisions nor the right of either party to enforce each and every provision. Furthermore, no term or provision hereof shall be deemed waived, and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute a consent to, waiver of or excuse for any other, different or subsequent breach.

67. NOTICE. Any notice to be given hereunder shall be in writing and may be affected by personal delivery, or by registered or certified mail, return receipt requested, addressed to the proper party, at the address set forth on the signature page below.

68. EQUALITY: Licensee shall not discriminate against any person or persons in connection with admission, services or privileges offered to or enjoyed by the general public at its Event because of race, creed, ancestry, sexual orientation,disability, color, sex, marital status, age, religion or national origin.

69. GENERAL COMPLIANCE: Licensee agrees to comply with all applicable governmental agencies, ordinances and statutes. Licensee assumes full responsibility for payment of all sales, use, assessments and/or fees in compliance with the requirements of Williamson County and the State

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of Texas. Licensee must comply with any and all local, state or federal requirements, including but not limited to health and safety regulations and compliance with any applicable city code, state and federal laws. Additionally, Licensee shall comply with all posted rules on the Expo Center Premises and must act in good faith and cooperate with Williamson County.

~~55.~~70. ENTIRETY OF AGREEMENT: This Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by each party to this Agreement.

IF LICENSEE AGREES WITH ALL TERMS OF THIS AGREEMENT, THE LICENSEE ~~WILL NEED TO~~MUST SIGN THE AGREEMENT AND RETURN ~~TO~~IT AND THE ~~WILLIAMSON COUNTY EXPOSITION~~SECURITY DEPOSIT, IF ANY IS REQUIRED, TO THE EXPO CENTER. ONCE RECEIVED, THE AGREEMENT WILL BE SIGNED BY THE EXPO CENTER MANAGER~~/ ACTING MANGER.~~

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Williamson County Exposition Center
License & Use Agreement

. THIS AGREEMENT SHALL BECOME EFFECTIVE UPON THE DATE OF THE LAST PARTY'S EXECUTION.

WILLIAMSON COUNTY, TEXAS

LICENSOR LICENSEE

By: _____ _____

By: _____ ~~Facility:~~ _____

_____

Printed Name: _____ Printed Name: _____

Title: Williamson County Exposition Center Manager Title: _____ ~~Authorized Agent~~

_____

_____ ~~Date~~

Driver's License ~~#~~#: _____

Date: _____, 20 _____

Date: _____, 20

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Address for Notices: **Address for Notices:**
Williamson County Exposition Center
Attn: Wiliamson County Exposition
Center Manager ,
5350 Bill Pickett Trail
Taylor, TX 76574

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Exhibit "A"

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Description of Licensee's Event ("Event"):

_____

_____

The term of the license, occupancy and use granted by this Agreement shall be for the Licensed Facilities on the dates and times indicated as follows:

Licensed Facilities	Move-In Date	Move-In Time	Event Time	Move-Out Time

SECURITY DEPOSIT: Upon complete execution of the Agreement, Licensee shall pay the amount of $_____ that shall serve as the Licensee's Security Deposit.

LICENSE & USE FEES:

License & Use Fees for Licensed Facilities*: $_____

After Hours Move-In Fee (if applicable): $_____

After Hours Move-Out Fee (if applicable): $_____

*The Move-In Fee is included in the total License & Use Fees.

Utility Services, Overnight Services, Equipment & Other Services, Concession and Miscellaneous Fees are set forth in **Exhibit "B" - Williamson County Exposition Center Rates Schedule**.

PAYMENT TERMS:

Following complete execution of the Agreement, the Expo Center will issue a Permit that will contain the License & Use Fees, After Hours Move-In Fee (if applicable) or After Hours Move-Out Fee (if applicable) and a preliminary fee estimate for the estimated Utility Services, Overnight Services, Equipment & Other Services, Concession and Miscellaneous Fees for Licensee's Event. Licensee acknowledges and agrees that such fee estimate for the estimated Utility Services, Overnight Services, Equipment & Other Services, Concession and Miscellaneous Fees for Licensee's Event will be based solely on details and information that are provided by Licensee to the Expo Center about its Event and that such fees will only serve as a preliminary estimate.

On or before the seventh (7th) calendar day following the Event, Licensee shall provide the Expo Center with a post-Event accounting of all Utility Services, Overnight Services, Equipment & Other Services, Concession and Miscellaneous items used or received during Licensee's Event. Following receipt of Licensee's accounting, the Expo Center will audit the Licensee's accounting and issue an invoice to Licensee for all fees and any damages that shall be due and owning. Licensee hereby agrees to tender payment to the Expo Center for all fees and any damages within fifteen (15) calendar days from the date of invoice.

PREPAYMENT TERMS AND CONDITIONS:

Licensee agrees and acknowledges that Williamson County reserves the right to require Licensee to pay the License & Use Fees, After Hours Move-In Fee (if applicable) or After Hours Move-Out Fee (if applicable) and the amount of the preliminary fee estimate for the estimated Utility Services, Overnight Services, Equipment & Other Services, Concession and Miscellaneous Fees prior to Licensee's Event. In such case, on or before the seventh (7th) calendar day following the Event, Licensee shall provide the Expo Center with a post-Event accounting of all Utility Services, Overnight Services, Equipment & Other Services, Concession and Miscellaneous items used or received during Licensee's Event. Following receipt of Licensee's accounting, the Expo Center will audit the Licensee's accounting and either (1) issue an invoice to Licensee for all additional fees over and above the amount of the preliminary fees estimate that were paid in advance of the Event, as well as any damages, that shall be due and owning; or (2) issue a credit for all prepaid fees that were paid in excess of the fees actually incurred during the Event. Licensee hereby agrees to tender payment to the Expo Center for all fees and damages, if any, within fifteen (15) calendar days from the date of invoice.

Exhibit "B"
Williamson Count Exposition Center
Rates Schedule

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Williamson County Exposition Center
License & Use Agreement

THIS WILLIAMSON COUNTY EXPOSITION CENTER LICENSE & USE AGREEMENT ("Agreement") is made and entered into by and between Williamson County, Texas, a political subdivision of this State of Texas, ("Licensor" or "Williamson County"), acting by and through its duly authorized Williamson County Exposition Center General Manager ("Expo Center Manager"), and the undersigned individual or entity ("Licensee") relating to the license and use of the Williamson County Exposition Center ("Expo Center").

1. LICENSE: In exchange for the Security Deposit, License & Use Fees and other fees described in Paragraphs 3 and 4, Williamson County does hereby grant, subject to the terms and provisions hereof, to Licensee permission to use the areas of the Expo Center Premises specified in **Exhibit "A"** (collectively referred to as the "Licensed Facilities") for the purpose of holding the event set out and described in said exhibit ("Event"). **Exhibit "A"** is incorporated herein by reference as if copied in full. Licensee's use is restricted to the herein identified and named Licensed Facilities, including the use of the parking area adjacent to the reserved Licensed Facilities, and any avenues of ingress and egress to the Licensed Facilities and such parking areas.

2. TERM OF LICENSE: The term of the license, occupancy and use granted by this Agreement shall be for the Licensed Facilities on the dates and times set forth in **Exhibit "A."**

3. FEES AND PAYMENT:

   LICENSE & USE FEES; OTHER FEES AND COSTS: Licensee hereby covenants and agrees to pay Williamson County the License & Use Fees set out in **Exhibit "A**" for the use of the Licensed Facilities. In addition to the License & Use Fees and any damages that Licensee may become obligated to pay hereunder, if any, Licensee also hereby covenants and agrees to pay the Utility Services, Overnight Services, Equipment & Other Services, Concession and Miscellaneous Fees used, acquired and incurred during Licensee's Event. The fee amounts for the Utility Services, Overnight Services, Equipment & Other Services, Concession and Miscellaneous Fees are set forth in **Exhibit "B" - Williamson County Exposition Center Rates Schedule**, which is attached hereto and incorporated herein by reference.

ACCEPTABLE FORMS OF PAYMENT - Williamson County accepts payment by Cash, Check, Discover, Visa, and MasterCard only. Any checks returned for any reason will be subject to the fees set out in **Exhibit "B" - Williamson County Exposition Center Rates Schedule**, as well as be referred to the Williamson County Attorney's Office for prosecution and collection.

PLACE FOR PAYMENT: Licensee shall pay all fees and amounts due hereunder at the Expo Center office located at 5350 Bill Pickett Trail Taylor, TX 76574.

PAYMENT TERMS: All fees and any damages that Licensee is obligated to pay hereunder shall be paid in accordance with the payment terms set out in **Exhibit "A."**

UNTIMELY OR INSUFFICIENT PAYMENT. If Licensee fails to timely pay any amounts due under this Agreement, all amounts not paid shall bear interest at the highest rate allowed under applicable law. Time is of the essence for the payment of all amounts hereunder. **Licensee hereby acknowledges that strict compliance with payment due dates is required and that there is no grace period pertaining to such payments.** Any waiver of late charges or failure to collect late charges under this paragraph will not affect or diminish any other right or remedy Williamson County may exercise, at law or in equity, for Licensee's failure to timely pay. Furthermore, Williamson County may deny Licensee from any future use of the Expo Center Premises due to a failure to timely pay.

4. SECURITY DEPOSIT: The Expo Center may require Licensee to deposit with the Expo Center, as a Security Deposit for the Licensed Facilities, the Security Deposit set out in **Exhibit "A"**, the disposition of which shall be governed by the terms of this Agreement. The full execution of this Agreement and payment of the Security Deposit, if required, reserves the Licensee's Event date(s) and public or private promotion for the Event may take place thereafter. The Security Deposit may be applied to any fees, costs, damages or other amounts that Licensee may become obligated to pay hereunder. If no damages are incurred, clean-up is satisfactorily completed and no other fees, costs, or other amounts are owing by Licensee following Licensee's Event and move-out, the Security Deposit may be refunded approximately forty-five (45) business days after the Event.

5. MANAGEMENT AND CONTROL OF FACILITY: Williamson County retains control and management of all areas of the Expo Center, which includes the Expo Center's Parking Lot, Main Arena, Covered Warm-up Arena, Show Office, Ticket Office, Outdoor Arena, Indoor Exposition Hall (North), Indoor Exposition Hall (South),

Outdoor Covered Exposition Hall, Meeting Room, Conference Room, Catering/Warming Kitchen, RV Park, Restrooms and Concessions Buildings, Pavilion, and Tarmac (collectively the "Expo Center Premises") at all times and shall have the right at all times to enforce all terms and conditions described herein and shall have the right to eject any or all persons who fail or refuse to comply with such terms and conditions. Expo Center employees are responsible for management and maintenance of the Expo Center Premises and shall have the right to access the Licensed Facilities at any time during any event.

6. HOURS OF OPERATION: The Expo Center's hours of operation are as follows:

   Expo Center Office Hours: Monday-Friday 8 am - 5 pm

   Event Hours: Monday-Sunday between the hours of 6am - 12am

   NOTE: The above hours of operation may be affected by holidays observed by Williamon County and may be subject to change.

7. AFTER HOURS ACCESS; NIGHT WATCHMAN: At least fourteen (14) calendar days in advance of the Licensee's move-in date, Licensee must notify Expo Center Management of any need for access to the Licensed Facilities between the hours of 10:00 p.m. to 6:00 a.m. A night watchman is required from 10:00 p.m. to 6:00 a.m. each night during which horses or other animals are stalled or kept on the Expo Center Premises. The Expo Center Management will provide a list of approved night watchman providers that Licensee shall be responsible to contract with directly. Night watchman security personnel must be contracted independently at least seven (7) calendar days in advance of the Licensee's Event move-in date and written confirmation of such contracting must be provided to Expo Center Management.

8. SECURITY: Uniformed peace officer(s), commissioned in the State of Texas, are required at all events having alcohol; any event having over 500 guests; and/or at the discretion of the Expo Center Management. Officers must be contracted independently by Licensee at least seven (7) calendar days in advance of the Licensee's Event move-in date and written confirmation of such contracting must be provided to Expo Center Management. Officers must be paid individually and directly by Licensee.

9. EVENT STAFFING: Licensee shall provide all ushers, announcers, ticket takers, clean-up crews and other personnel necessary to conduct the Licensee's activities and obligations at the Event. Licensee must have an authorized representative, who has decision-making authority, on the Licensed Facilities at all times during the Event and, if Licensee fails to do so, the Expo Center Manager may suspend the Event until such time that Licensee's provide an on-site authorized representative. Licensee shall provide a list of key Event staffing contacts by name and phone number to Expo Center Management at least seventy-two (72) hours in advance of Licensee's move-in date. An Expo Center employee may, at the Expo Center Management's option, be on-site or on-call while the Licensed Facilities are occupied. This will be determined on an event-by-event basis and finalized during planning meetings.

10. FLOOR/AREA PLANS: Licensee shall submit floor/area plans to Expo Center Management at least fifteen (15) calendar days in advance of Licensee's Event. The plan should include alcohol distribution and consumption areas, decorations, dimensions of all aisles, booths, table, chair locations, parking areas, loading areas, unloading areas, stall diagrams, arena set-up plans, etc. Expo Center Management will work with the Licensee on parking spaces, loading and unloading spaces, specific needs, requirements for fire safety standards and Expo Center Premises requirements. A key/keycard will be provided during event planning meetings between Licensee and Expo Center Management. Lost keys/keycards will result in a lost key/keycard fee as set out in **Exhibit "B" - Williamson County Exposition Center Rates Schedule**.

11. USE RESTRICTIONS: The following is a non-exhaustive list of reasons that Williamson County may refuse, in its sole discretion, event booking requests:

    (a) the event may cause undue or unusual damage to the Expo Center Premises;
    (b) the event may violate local, state or federal laws, rules or regulations;
    (c) the event may cause liability to Williamson County;
    (d) the event may be obscene pursuant to state and/or federal laws;
    (e) the event may be defamatory to Williamson County;
    (f) the event conflicts with a similar event previously scheduled on the Expo Center Premises (once a License & Use Agreement has been fully signed and the Security Deposit, if required, has been paid in full to Williamson County, Williamson County may, in its sole discretion and without obligation, choose not to schedule a like event on any part of the Expo

Center Premises during the same period of time as that scheduled by the Licensee);

(g) prior violations of any terms and conditions of the License & Use Agreement and/or policies of the Expo Center;

(h) prior disregard for persons or property while using the Expo Center Premises;

(i) prior conduct at the Expo Center Premises which is deemed by Williamson County to be of an inappropriate manner; and/or

(j) Failure to make full payment or timely payment for any and all charges and fees relating to the Expo Center.

12. MOVE-IN/MOVE-OUT: Move-in/move-out days occur Monday-Friday 8am-5pm and each event shall only have one move-in date and one move-out date. The rate for a move-in day is one half of the total License & Use Fees. Additional hours outside of Monday-Friday 8am-5pm on a move-in/move-out day are subject to the hourly fee rate set forth in **Exhibit "B" - Williamson County Exposition Center Rates Schedule**. Move-in/move-out days requested outside of Monday-Friday are subject to a greater rate, as determined by Expo Center Management. Events must end in accordance with their contracted end time. If Licensee fails to move-out prior to 11:59 pm on the move-out date, the Licensee shall pay a minimum hourly Extended Facility Rental fee, as set out in **Exhibit "B" - Williamson County Exposition Center Rates Schedule.**

13. CANCELATIONS BY LICENSEE: In order to receive a refund of the Security Deposit, if any, and refund of all prepaid fees, if any, less a mandatory $100 cancellation fee, Licensee must provide notice of cancellation, in writing, to the Expo Center Manager at least sixty (60) calendar days before the Licensee's Event. Cancellations notices that are more than thirty (30) calendar days but less than sixty (60) calendar days from the Licensee's Event will result in forfeiture of the entire amount of the Security Deposit, if any; provided, however, all prepaid License & Use Fees and other fees will be refunded. In the event that Licensee's cancellation notice is received less than thirty (30) calendar days from the date of the Licensee's Event, Licensee will also forfeit all of its License & Use Fees and other prepaid fees in addition to forfeiture of the entire amount of the Security Deposit, if any.

14. RESCHEDULING: A rescheduling fee, as set out in **Exhibit "B" – Williamson County Exposition Center Rates Schedule**, shall be applied to events that are rescheduled to a date that is in excess of sixty (60) calendar days from the Licensee's original scheduled event date. Any event that is rescheduled on a date that is within sixty (60)

calendar days of the Licensee's original scheduled event date will be handled as a cancellation and Licensee will be required to pay any applicable cancellation fees hereunder and will need to rebook its event. Any rescheduling will be subject to availability.

15. CANCELLATION BY WILLIAMSON COUNTY: This Agreement may be canceled without liability to Williamson County at any time, under any of the following conditions: (a) if the Licensee is found to have provided false or misleading information, (b) if Williamson County finds that the use or proposed use will be detrimental to the health, safety or morals of Williamson County or to the efficient operation of the Property, (c) if Licensee defaults in its obligations as provided for hereunder; (d) in case any part of the Expo Center shall be destroyed or damaged by fire or any other cause, or if any other casualty or unforeseen occurrence, including labor disputes, wars or acts of military authorities, shall render the fulfillment of the Agreement difficult or impossible to perform, (f) if any part of the Expo Center is needed for public necessity or emergency use as determined by Williamson County, (g) the existence of any of the Use Restrictions set out herein, and/or (h) for convenience and without cause upon sixty (60) calendar days written notice to Licensee; provided; however, in the event of Williamson County's termination for convenience and without cause, it is understood and agreed that only the Security Deposit, if any, and any prepaid fees received by Williamson County at the time of termination may be reimbursed to Licensee and that no penalty will be assessed for Williamson County's termination of this Agreement for convenience.

16. INSURANCE REQUIREMENTS: Upon Licensee's execution of this Agreement, Licensee shall provide the Expo Center Manager with a Certificate of Insurance ensuring compliance with the insurance requirements set out herein. Licensee shall carry Commercial General Liability Insurance for all events at the Expo Center in accordance with the following coverage requirements:

    (a) One million dollar ($1,000,000) (combined single limit for bodily injury and property damage) per occurrence with a two million dollar ($2,000,000) aggregate coverage for bodily injury or death, property damage and personal injury.
    (b) Damages to Rented Premises coverage in the minimum amount of $100,000;
    (c) Medical Expenses coverage in the minimum amount of $10,000;
    (d) The policy must be effective during the contracted times as stated in the Agreement, including move-in and move-out dates;
    (e) The policy must list the dates of use (including move-in/move-out);
    (f) The policy must name of the Event under description of operations; and

(g) **The policy must name "Williamson County, Texas" as a certificate holder and additional insured.**

All policies of insurance provided by the Licensee must comply with the requirements set forth herein and the laws of the State of Texas. Insurance coverage required hereunder shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company.

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

At least seven (7) calendar days prior to Licensee's Event, Licensee shall provide the Expo Center with a copy of a Certificate of Insurance evidencing the insurance requirements hereunder. Williamson County shall be entitled, upon request, and without expense, to receive complete copies of the policies with all endorsements and may make any reasonable requests for deletion, or revision or modification of particular policy terms, conditions, limitations, or exclusions, except where policy provisions are established by law or regulation binding upon the parties or the underwriter of any of such polices. Damages caused by the Licensee and not covered by insurance shall be paid by the Licensee.

17. CLEANING: Areas of the Licensed Facilities must be left in the state and condition that they were found prior to Licensee's Event. General cleaning is the responsibility of the Licensee in all areas of the Licensed Facilities after Licensee's Event. If the Licensee fails to complete clean-up, Licensee's Security Deposit may be forfeited. For larger events and events open to the public, Expo Center Management may require Licensee's use and delivery of a roll off dumpster for the Event. If Licensee's Event causes a need for excessive cleaning, Licensee shall be subject to an excessive clean-up fee, as set out in **Exhibit "B" - Williamson County Exposition Center Rates Schedule**.

18. FREIGHT: All freight is the responsibility of the Licensee. All freight deliveries require advanced coordination and approval of the Expo Center Management. Uncoordinated delivery of freight may be denied and is subject to return to sender at no expense to the Expo Center. Any freight delivered before an event must have

permission from the Expo Center Management. Any freight left after an event move-out date or time will be assessed a daily fee as set out in **Exhibit "B" - Williamson County Exposition Center Rates Schedule**. Deliveries for event coordinators may be accepted by Expo Center employees with prior approval by Expo Center Management; provided, however, any risk of loss for such deliveries shall remain solely with the Licensee and Williamson County shall not be required to provide any safekeeping or care for such deliveries.

19. SAFETY; FIRST AID: Licensee shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with Licensee's use of the Licensed Facilities. Licensee's safety program shall comply with all applicable federal, state and local laws and regulations. Licensee is encouraged to contract and provide certified first aid personnel during the Licensee's use of the Licensed Facilities. Licensee assumes total responsibility for the qualifications and actions of its first aid personnel. Any accidents or incidents requiring first aid treatment must have a written report and a copy of same must be filed with Expo Center Manager's office by the close of each day that any accidents or incidents occur at Licensee's Event.

20. GLASS CONTAINERS: With the exception of individual beverage glasses confined to the Expo Center Hall rooms only, glass drinking containers are not permitted on any of the Expo Center Premises including its parking lots. No glassware of any kind is allowed in the Expo Center arenas, barns, or parking lots.

21. ALCOHOL TERMS & CONDITIONS: The following terms and conditions shall apply when alcohol is served and/or consumed during Licensee's Event:

    (a) Alcohol may only be provided by an Approved Alcohol Vendor/Concessionaire with adequate liquor liability insurance coverage.
    (b) At least seven (7) calendar days prior to Licensee's Event, the Expo Center shall be provided with a copy of a Certificate of Insurance evidencing the following minimum liquor liability insurance requirements:
        (1) Liquor liability coverage limits of $1MM per occurrence and $2MM in the aggregate or more;
        (2) The policy must be effective during the contracted times as stated in the Agreement, including move-in and move-out dates;
        (3) The policy must list the dates when alcohol will be provided and/or consumed during the Event;
        (4) The policy must name the Event under description of operations; and

(5) **The policy must name "Williamson County, Texas" as a certificate holder and additional insured.**

(c) The Licensee must provide adequate security for any events serving or selling alcohol, as set out herein.

(d) Guests attending events shall never be allowed to bring alcohol into the Event. "Bring your own bottle" is prohibited in all areas of the Expo Center Premises.

(e) The Licensee's Approved Alcohol Vendor/Concessionaire will be charged a separate fee at time of reservation as set out in **Exhibit "B" - Williamson County Exposition Center Rates Schedule**.

(f) The serving of all alcohol must cease at least thirty (30) minutes prior to the scheduled end of Licensee's Event but may be ceased sooner if deemed necessary.

(g) The Floor/Area Plans required herein must detail the location, time and security plans relating to the sale/distribution and consumption of alcohol. No alcohol may leave the designated areas set forth in the Floor/Area Plans.

(h) No glass containers of alcohol of any kind may be sold or provided.

(i) All Texas Alcoholic Beverage Commission ("TABC") rules must be followed.

(j) If alcohol is to be sold or provided at a ticketed event in any Expo Center Premises, including the Expo Center's Hall, Arena or Covered Expo the following requirements must be met:

(1) Approved Alcohol Vendor/ Concessionaire must obtain a "Texas Alcoholic Beverage Commission Temporary Licenses Permit" (Chapter 72 of the State of Texas Alcoholic Beverage Commission Laws) to provide alcohol sale and service for the Licensed Facilities.

(2) Approved Alcohol Vendor/ Concessionaire must provide certificate of insurance including liquor liability as described herein.

(3) Approved Alcohol Vendor/ Concessionaire must provide security plan to Expo Center Management for final approval a minimum of thirty (30) calendar days prior to the Event.

(k) If alcohol is to be provided to the general public for free, or otherwise made available on the Expo Center Premises, including the Exposition Center's Exposition Hall, Arena or Covered Expo the following requirements must be met:

(1) Licensee is required to obtain the services of an Approved Alcohol Vendor/ Concessionaire with a current liquor license to provide alcohol sale and service for the Licensed Facilities.
(2) Approved Alcohol Vendor/ Concessionaire must provide certificate of insurance including liquor liability as described herein.
(3) Approved Alcohol Vendor/ Concessionaire and the Licensee must provide security plan to Expo Center Management for final approval a minimum of thirty (30) calendar days prior to the Event.

(l) If the Licensee fails to disclose that alcohol is to be sold, served or otherwise made available at Licensee's Event, the Licensee, participants, spectators and anyone else involved with the Event are subject to removal, citation or arrest at the discretion of the Williamson County Sheriff's Office.

22. VENDORS: For purposes of this License & Use Agreement, a "vendor" is any individual or company that is providing a service or product for sale or distribution on the Expo Center Premises. All vendors must be approved by the Licensee and the Expo Center Management prior to the Event.

23. CONCESSIONS: When the Expo Center has contracted with a year-round Concessionaire, all concessions must be provided exclusively by the approved year-round Concessionaire for the Expo Center. Licensee will have the option of buying out the County's Concessionaire at a negotiated rate based on per guest entries for all entrants over the age of three (3). The concession buyout fee will be added to fees payable to Williamson County under this Agreement. Vendors performing services under the concession buyout will be held responsible for completing and complying with the Expo Center's concession permit process.

24. CATERING: The Expo Center allows catering through a list of Approved Caterers. Approved Caterers shall be charged a surcharge as outlined in the Expo Center's caterer's permit. Cooking on the Expo Center Premises may be allowed only by approval of the Expo Center Manager.

25. FOOD SAFETY: Food vendors that are providing food for the public at Licensee's Event must follow the Expo Center's permitting process, which requires that all food vendors be permitted through the Williamson County & Cities Health District (wcchd.org). When an event involves a temporary food service operation or food demonstration, Licensee shall be responsible for complying with all State Health

Department guidelines and requirements. The Williamson County & Cities Health District can issue a temporary food service certificate for such events.

30. ADVERTISING AND EVENT MARKETING: Licensee shall not hang signs, bunting or other advertising materials anywhere on the Expo Center Premises without prior approval of Expo Center Management. Expo Center employees shall not be responsible for Event promotion, including social media live feeds and other forms of social media content. The Williamson County official logo may not be used on any promotional material without the express written consent of the Williamson County Commissioners Court.

31. FACILITY ALTERATIONS: Licensee may not undertake any plumbing, electrical, telecommunications, carpentry or mechanical work on any of the Expo Center Premises without prior written authorization of Expo Center Management. All alterations must be requested in writing and submitted a minimum of thirty (30) business days prior to the Event.

32. DECORATIONS: The Licensee is responsible for their own safety and the safety of those associated with its Event during the installation, display and removal of all decorations. Decorations causing damage to floors, walls or other structures are not permitted. This includes the use of tape, tacks, nails or staples. Throwing rice, confetti, glitter or flower petals and the use of sparklers or fireworks are prohibited on the Expo Center Premises. All decorations hung from ceilings or that require the use of equipment may only be performed by Expo Center staff and Licensee must deliver such decorations no less than seventy-two (72) hours prior to Licensee's Event with instruction on where to place them. Decorations hung by Expo Center staff are subject to a decoration fee, as set out in **Exhibit "B" - Williamson County Exposition Center Rates Schedule**.

33. HELIUM BALLOONS: Helium balloons may not be distributed or sold in/on or around the Expo Center Premises. With prior approval of the Expo Center Management, helium balloons may be used as decoration when they are permanently attached to other furniture or a display. If helium balloons are released for any reason in/on or around the Expo Center Premises during Licensee's Event, a charge for the removal of the balloons will be assessed to the Licensee. Helium balloons that escape to the ceiling are subject to an excessive clean-up fee, as set out in **Exhibit "B" - Williamson County Exposition Center Rates Schedule**.

34. FLAMMABLE AND HAZARDOUS MATERIALS: Flammable liquids or materials under high pressure are prohibited in, on or around the Expo Center Premises. This includes; but is not limited to gasoline, kerosene and propane.

35. CANDLES AND OPEN FLAMES: Per the International Fire Code Section 308.3, open flames on candles may be used only for a unity candle in religious ceremonies and for enclosed tea light candles on tabletops. Any other open flame will be allowed only at the discretion and written consent of the Fire Marshal having jurisdiction over the Leased Premises and must comply with the International Fire Code Section. There shall be no pyrotechnics inside any areas of the Expo Center Premises.

36. SMOKING AND VAPING: Smoking or vaping may only be conducted in designated areas of the Expo Center Premises.

37. FOG AND SMOKE MACHINES: Use of fog or smoke machines is restricted to only outside areas of the Expo Center Premises and shall not be used inside any enclosed areas of the Expo Center Premises.

38. EXIT DOORS AND FIRE CODE: A 10' clearance on both sides of all Expo Center Premises exit doors, (egress and ingress) with no physical obstruction, must be maintained at all times. No lighted exit sign or accompanying door can be blocked or locked during an event. All discrepancies or issues arising out of Fire Code issues or violations will be decided upon by the Expo Center Management and the Fire Marshal having jurisdiction over the Leased Premises.

39. AUTOMOBILES: Automobiles will not be allowed in the Expo Center Hall without written authorization of the Expo Center Manager at least fourteen (14) calendar days prior to Licensee's Event. All fire regulations must be strictly followed when an automobile is used for display purposes. Protective material must be used to cover the floor area at the display point. Non-emergency vehicles must have the batteries disconnected, keys removed and contain less than one gallon of fuel.

40. HAZARDOUS WASTE: The Licensee agrees that, at all times Licensee is on Williamson County property, not to have in its possession, collect, distribute, dispose, release or otherwise discharge any toxic or hazardous waste as defined by Williamson County and/ or any applicable laws. In the event the Licensee shall be in possession of such hazardous or toxic waste, the Licensee shall immediately notify Expo Center Management and the Texas Commission of Environmental Protection as well as the Federal Environmental Protection Agency and such other governmental agency or

body as may be required by law, relative to such materials. Additionally, Licensee agrees not to dispose of any refuse or empty any fluids on Williamson County property. In the event the Licensee, or its agents, vendors, concessionaires or employees dump grease in the Expo Center Premises' sewer system, or at locations not authorized by Expo Center Management, or shall otherwise violate the provisions of this paragraph, Williamson County will look to the Licensee and shall subject the Licensee to possible fine or penalties, plus any costs incurred by Williamson County. Such fine or penalties shall be imposed by Williamson County for each infraction and Licensee shall be deemed in material breach of this Agreement and subject to immediate termination of this Agreement and removal from the property.

41. ELECTRICAL: Events requiring special electrical supply or arrangements must provide a detailed layout of the electrical needs to the Expo Center Manager thirty (30) calendar days prior to Licensee's Event and an additional electricity charge will be assessed.

42. ANIMALS: Licensee utilizing any of the Expo Center Premises for any activity in which animals are used or exhibited shall fully comply with all applicable government agency statutes, laws, ordinances, rules, regulations, and/or order applicable to the humane care and treatment of animals. Licensee assumes the full responsibility to meet and satisfy all applicable ordinances, laws, rules, regulations, and/or orders as they relate to the needs and rights of those animals which are under the Licensee's care and control. All animals must be penned, stalled and otherwise confined or under the direct control of their owner or handler at all times. Persons keeping animals on the Premises must use every care to assure safety of visitors and other patrons/personnel. Violation of this policy may result in removal of animals from the Expo Center Premises by Williamson County Animal Control.

    Animals that are not being used or exhibited as a part of the Licensee's Event, pets, comfort animals, emotional support animals or other animals that do not qualify as a "Service Animal" as that term is defined by ADA Regulations, 28 C.F.R. § 35.136, and Chapter 121 of the Texas Human Resources Code are not permitted on the Expo Center Premises.

    As required by Texas Animal Health Commission, negative Coggins Test Certificate must be required for all equines brought on the Expo Center Premises. All other animals must comply with state mandated regulations from the Texas Animal Health Commission and the Rabies Control Act.

43. LIVESTOCK BEDDING: There shall be no outside bedding of any kind allowed on the Expo Center Premises without written approval by the Expo Center Manager. All bedding must be purchased from the Expo Center for the purpose of bedding stalls or livestock pens. Licensee agrees that any bedding not purchased from the Expo Center or the cleaning and disposing of materials onto any paved surfaces of the Expo Center Premises will subject the Licensee to forfeiture of the Security Deposit and additional clean up fees as determined by Expo Center Management.

44. GUNS AND GUN SHOW POLICY: Exhibitors displaying firearms at Licensee's Event must comply with all federal, state and local laws governing the possession and/or sale of firearms. Firearms may not be loaded or fired in the interior or exterior of the Expo Center Premises, including parking areas during Licensee's Event. If Licensee's Event is a gun show, non-permitted or non-authorized individuals who obtain a firearm or handgun at the Event must leave the Expo Center Premises immediately upon acquiring such firearm. Firearms exhibited, sold or exchanged at gun show events must have their trigger mechanisms secured with tie wraps or similar devices. Licensees must provide adequate security during gun show events.

45. BARREL RACING EVENTS: All barrel racing events require a minimum of a three consecutive day booking. Williamson County Exposition staff will prepare the arena(s) for the event and maintain the arena(s) during big drags. However, all barrel racing event licensees shall provide their own tractor, arena drag, and tractor operator for the entirety of the race event.

46. INDEMNIFICATION:

INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, Licensee SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF WILLIAMSON COUNTY'S CHOOSING), AND HOLD HARMLESS WILLIAMSON COUNTY, AND WILLIAMSON 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 LICENSEE, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED IN CONNECTION WITH OR FROM THE PERFORMANCE OF THIS AGREEMENT OR LICENSEE'S USE OF THE LICENSED FACILITIES AND/OR EXPO CENTER PREMISES. LICENSEE HEREBY INDEMNIFIES THE INDEMNITEES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE SOLE, COMPARATIVE OR CONCURRENT NEGLIGENCE OR THE

STRICT LIABILITY OF ANY INDEMNIFIED PARTY. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF WILLIAMSON COUNTY'S CHOOSING), AND HOLD HARMLESS WILLIAMSON COUNTY, AND WILLIAMSON 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 LICENSEE'S USE OF THE LICENSED FACILITIES AND/OR EXPO CENTER PREMISES, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF LICENSEE 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.

47. STATUTORY WARNINGS:

WARNING: UNDER TEXAS LAW (CHAPTER 87, CIVIL PRACTICE AND REMEDIES CODE), A FARM ANIMAL PROFESSIONAL OR FARM OWNER OR LESSEE IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN FARM ANIMAL ACTIVITIES, INCLUDING AN EMPLOYEE OR INDEPENDENT CONTRACTOR, RESULTING FROM THE INHERENT RISKS OF FARM ANIMAL ACTIVITIES.

WARNING: UNDER TEXAS LAW (CHAPTER 87, CIVIL PRACTICE AND REMEDIES CODE), A LIVESTOCK SHOW SPONSOR IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN A LIVESTOCK SHOW RESULTING FROM THE INHERENT RISKS OF LIVESTOCK SHOW ACTIVITIES. STALL AT YOUR OWN RISK.

WILLIAMSON COUNTY IS NOT RESPONSIBLE FOR DAMAGE, THEFT OR INJURY TO ANIMALS, PERSONS OR PROPERTY.

48. INTELLECTUAL PROPERTY: Licensee will assume all costs, expenses and damages arising from the use of patented, trademarked, franchised or copyrighted music, materials, devices, processes or dramatic rights used at or incorporated in Licensee's Event at the Licensed Facilities and LICENSEE HEREBY AGREES TO INDEMNIFY, DEFEND

AND HOLD WILLIAMSON COUNTY, ITS OFFICERS, AGENTS, AND EMPLOYEES HARMLESS FROM ANY CLAIMS OR COSTS, INCLUDING LEGAL FEES, WHICH MIGHT ARISE FROM USE OF ANY SUCH MATERIAL. As set out herein-above, the Williamson County logo may not be used on any promotional material without the express written consent of Williamson County Commissioners Court.

49. LIABILITY AND LIMITATIONS OF PARKING: Williamson County shall not be responsible for fire, theft, damage to or loss of vehicles, trailers, other motorized equipment, personal property or articles left parked or situated on Williamson County property. Licensee shall be responsible for requesting designated parking. Individuals who park in any non-designated area do so at their own risk and may be ticketed or towed at their own expense.

50. LIMITATIONS OF LIABILITIES: Notwithstanding anything herein to the contrary, Williamson County will not be liable for any indirect, incidental, special, consequential damages, or damages resulting from the use of the Licensed Facilities or Expo Center Premises, however arising, even if Williamson County has been advised of the possibility of such damages. Licensee hereby agrees that Williamson County's liability for damages arising out of, relating to, or in any way connected with this Agreement will not in any event exceed the amounts received under this Agreement. Licensee is hereby advised and encouraged to procure event cancellation insurance. Williamson County shall not be responsible for any loss resulting from any lack of heat, water or lights due to an act of God or failure of equipment to operate properly through no fault of Williamson County.

51. LOST OR STOLEN ITEMS: Williamson County shall not be responsible, under any circumstances, for property of the Licensee while on the Expo Center Premises. Expo Center Management will accept lost and found articles for distribution during normal business hours. In addition, Expo Center Management is not responsible for any loss of any type of articles, equipment, personal property, exhibits, displays or materials left unattended on the Expo Center Premises. The usage of security personnel when such articles, equipment, personal property, exhibits, displays or materials are left in buildings or on the Expo Center Premises shall be the responsibility of the Licensee. All articles, equipment, personal property, exhibits, displays or materials may be brought into the Licensed Facilities only at move-in date and times designated by this this Agreement. Licensee assumes all responsibility for all articles, equipment, personal property, exhibits, displays or materials, which may be placed in Williamson County's storage before, during, or after Licensee's event.

52. PARKING LOTS AND ROADWAYS: Multiple events may be conducted simultaneously at the Expo Center by different individuals and entities. It is the Licensee's responsibility to coordinate with Expo Center Management on parking area assignments. Fire lanes must be kept open for police, fire, ambulance and other emergency services equipment and apparatus, as well as for Williamson County maintenance workers. Parking lots are subject to availability.

53. RECREATIONAL VEHICLE (RV) PARKING: Any camping or use of RV's during Licensee's Event shall only be allowed in the designated areas for camping and parking. Expo Center Management will work with Licensee to determine location, additional fees and number of RV sites to be allocated for its Event. RV sites will be available for rent by Licensee's Event participants once the License & Use Agreement is fully executed and the Security Deposit, if any, has been paid by Licensee. No overnight horse tie-outs shall be allowed in the RV Park. All RV sites must be paid in full before parking inthe RV Park and site assignments will be determined by the Expo Center staff. There shall be no refunds once a RV reservation has been booked and paid. The RV related fees are set out in **Exhibit "B" - Williamson County Exposition Center Rates Schedule.**

54. RESPONSIBILITY: Licensee accepts full responsibility for the actions of all individuals or groups invited, hired, or participating in the Licensee's Event.

55. CAPACITY: Licensee shall not admit to the Licensed Facilities a larger number of persons than the seating and/or occupancy capacity thereof. The determination of the Expo Center Manager on capacity limits shall be final.

56. WILLIAMSON COUNTY EQUIPMENT: Without prior coordination and consent of Expo Center Management, Licensees shall not operate Williamson County owned motorized equipment. Additionally, Licensee shall not dispose of, in any manner, equipment or materials owned by Williamson County

57. COUNTY PROPERTY: Licensee assumes responsibility for any items borrowed from the Expo Center. This includes public address system equipment, extension cords, scissors, flags, etc. Replacement cost for loss of borrowed items will be retained from the Licensee's Security Deposit.

58. MEDIA RIGHTS: Williamson County reserves the rights and privileges for outgoing television and radio broadcast originating from the Expo Center Premises during the term of this Agreement. Should Williamson County grant Licensee the privilege of

conducting outgoing television and radio broadcast, Williamson County has the right to require advance payment of any estimated cost related to such broadcasts to the Expo Center and may also require payment for said privilege in addition to the other fees Licensee is obligated to pay under this Agreement. The grant of any broadcasting privileges must be in writing and obtained from the Expo Center Manager in advance of the broadcast date.

59. PHOTOS: Expo Center Management may take photos of events held at Expo Center. These photos shall be the property of Williamson County and may be used by Expo Center Management for educational or promotional materials.

60. PHOTOGRAPHY PRODUCTION: If Licensee's use hereunder is for the production of photography (including without limitation by means of motion picture, still or videotape photography), all rights of every nature whatsoever in and to all still pictures, motion pictures, videotapes, photographs and sound recordings made hereunder, shall be owned by Licensee and its successors, assigns and licensees. In connection with Licensee's use of the Licensed Facilities and the production of photography, Licensee may refer to an area or any part thereof by any fictitious name and may attribute any fictitious events as occurring on such area. Williamson County irrevocably grants to Licensee and Licensee's successors and assigns the right, in perpetuity, throughout the universe, to duplicate and recreate all or a portion of the area of use described herein and to use such duplicates and recreations in any media and/or manner now known or hereafter devised in connection with the film, including without limitation sequels and remakes, merchandising, theme parks and studio tours, and in connection with publicity, promotion and/or advertising for any or all of the foregoing.

    Licensee hereby acknowledges and agrees that the Licensed Facilities used hereunder shall not be used for the production of any still pictures, motion pictures, videotapes, photographs and sound recordings that would be considered to be obscene pursuant to state and/or federal laws or any use of such area that would be defamatory to Williamson County. In the event Licensee should use the Licensed Facilities described hereunder for such purposes, such use shall be deemed a material breach of this Agreement and Williamson County may avail itself of any remedies allowed at law or in equity.

61. NO SUBLETTING AND ASSIGNMENT: Licensee shall not sublet, sublicense, assign, pledge, or hypothecate this Agreement or any of its rights hereunder, without the prior written consent of Williamson County.

62. GOVERNING LAW & VENUE: Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in Williamson County, Texas. Furthermore, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

63. FORCE MAJEURE: In the event that either party should be delayed, prevented or rendered impractical by any of the following events: fire, flood, riot, earthquake, civil commotion, strike, lockout, labor disturbances, explosions, sabotage, accident, war, other casualty, act of God, or any law ordinance, rule of regulation which becomes effective after the date of this Agreement or any other cause beyond the reasonable control of either party, then the respective party shall not be liable to perform.

64. 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.

65. 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 Williamson County, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Williamson 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.

66. NO WAIVER: The failure or delay of a party to enforce at any time or any period of time any of the provisions of this Agreement shall not constitute a present or future waiver of such provisions nor the right of either party to enforce each and every provision. Furthermore, no term or provision hereof shall be deemed waived, and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver

of, a breach by the other, whether expressed or implied, shall not constitute a consent to, waiver of or excuse for any other, different or subsequent breach.

67. NOTICE. Any notice to be given hereunder shall be in writing and may be affected by personal delivery, or by registered or certified mail, return receipt requested, addressed to the proper party, at the address set forth on the signature page below.

68. EQUALITY: Licensee shall not discriminate against any person or persons in connection with admission, services or privileges offered to or enjoyed by the general public at its Event because of race, creed, ancestry, sexual orientation,disability, color, sex, marital status, age, religion or national origin.

69. GENERAL COMPLIANCE: Licensee agrees to comply with all applicable governmental agencies, ordinances and statutes. Licensee assumes full responsibility for payment of all sales, use, assessments and/or fees in compliance with the requirements of Williamson County and the State of Texas. Licensee must comply with any and all local, state or federal requirements, including but not limited to health and safety regulations and compliance with any applicable city code, state and federal laws. Additionally, Licensee shall comply with all posted rules on the Expo Center Premises and must act in good faith and cooperate with Williamson County.

70. ENTIRETY OF AGREEMENT: This Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by each party to this Agreement.

IF LICENSEE AGREES WITH ALL TERMS OF THIS AGREEMENT, THE LICENSEE MUST SIGN THE AGREEMENT AND RETURN IT AND THE SECURITY DEPOSIT, IF ANY IS REQUIRED, TO THE EXPO CENTER. ONCE RECEIVED, THE AGREEMENT WILL BE SIGNED BY THE EXPO CENTER MANAGER. THIS AGREEMENT SHALL BECOME EFFECTIVE UPON THE DATE OF THE LAST PARTY'S EXECUTION.

WILLIAMSON COUNTY, TEXAS

LICENSOR	LICENSEE
By:_____	By: _____
Printed Name: _____	Printed Name: _____
Title: Williamson County Exposition Center Manager	Title: _____
Date: _____ _____, 20___	Driver's License #: _____ Date: _____ _____, 20___
Address for Notices: Williamson County Exposition Center Attn: Wiliamson County Exposition Center Manager 5350 Bill Pickett Trail Taylor, TX 76574	**Address for Notices:** _____ _____ _____, _____ _____

Exhibit "A"

Description of Licensee's Event ("Event"):

_____

_____

The term of the license, occupancy and use granted by this Agreement shall be for the Licensed Facilities on the dates and times indicated as follows:

Licensed Facilities	**Move-In Date**	**Move-In Time**	**Event Time**	**Move-Out Time**
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

SECURITY DEPOSIT: Upon complete execution of the Agreement, Licensee shall pay the amount of $_____ that shall serve as the Licensee's Security Deposit.

LICENSE & USE FEES:

License & Use Fees for Licensed Facilities*: $_____

After Hours Move-In Fee (if applicable): $_____

After Hours Move-Out Fee (if applicable): $_____

*The Move-In Fee is included in the total License & Use Fees.

Utility Services, Overnight Services, Equipment & Other Services, Concession and Miscellaneous Fees are set forth in **Exhibit "B" - Williamson County Exposition Center Rates Schedule**.

PAYMENT TERMS:

Following complete execution of the Agreement, the Expo Center will issue a Permit that will contain the License & Use Fees, After Hours Move-In Fee (if applicable) or After Hours Move-Out Fee (if applicable) and a preliminary fee estimate for the estimated Utility Services, Overnight Services, Equipment & Other Services, Concession and Miscellaneous Fees for Licensee's Event. Licensee acknowledges and agrees that such fee estimate for the estimated Utility Services, Overnight Services, Equipment & Other Services, Concession and Miscellaneous Fees for Licensee's Event will be based solely on details and information that are provided by Licensee to the Expo Center about its Event and that such fees will only serve as a preliminary estimate.

On or before the seventh (7th) calendar day following the Event, Licensee shall provide the Expo Center with a post-Event accounting of all Utility Services, Overnight Services, Equipment & Other Services, Concession and Miscellaneous items used or received during Licensee's Event. Following receipt of Licensee's accounting, the Expo Center will audit the Licensee's accounting and issue an invoice to Licensee for all fees and any damages that shall be due and owning. Licensee hereby agrees to tender payment to the Expo Center for all fees and any damages within fifteen (15) calendar days from the date of invoice.

PREPAYMENT TERMS AND CONDITIONS:

Licensee agrees and acknowledges that Williamson County reserves the right to require Licensee to pay the License & Use Fees, After Hours Move-In Fee (if applicable) or After Hours Move-Out Fee (if applicable) and the amount of the preliminary fee estimate for the estimated Utility Services, Overnight Services, Equipment & Other Services, Concession and Miscellaneous Fees prior to Licensee's Event. In such case, on or before the seventh (7th) calendar day following the Event, Licensee shall provide the Expo Center with a post-Event accounting of all Utility Services, Overnight Services, Equipment & Other Services, Concession and Miscellaneous items used or received during Licensee's Event. Following receipt of Licensee's accounting, the Expo Center will audit the Licensee's accounting and either (1) issue an invoice to Licensee for all additional fees over and above the amount of the preliminary fees estimate that were paid in advance of the Event, as well as any damages, that shall be due and owning; or (2) issue a credit for all prepaid fees that were paid in excess of the fees actually incurred during the Event. Licensee hereby agrees to tender payment to the Expo Center for all fees and damages, if any, within fifteen (15) calendar days from the date of invoice.

Exhibit "B"
Williamson Count Exposition Center
Rates Schedule

Williamson County Exposition Center
Rate Schedule

Version 12/15/23

Facility	Security Deposit	Notes
Expo Halls, Covered Expo, Arenas, RV Park, Tarmac, East Parking Lot, Pavilion or Complex	$ 500	The Security Deposit can be refunded after the event or put towards the final invoice, given that there are no damages or cleaning costs. Damages and cleaning costs will be deducted from the deposit. Damages = cost + 20%
Meeting Room, Conference Room, Catering Kitchen	$ 100	The Security Deposit can be refunded after the event or put towards the final invoice, given that there are no damages or cleaning costs. Damages and cleaning costs will be deducted from the deposit. Damages = cost + 20%

License & Use Fees	Fee	Notes
Move-In Fee	Variable	Fee is part of total License & Use Fee, but is paid at a rate of one-half (1/2) of the total License & Use Fee
Main Arena & Warm-up Arena	$ 1,000	0-50 stalls per day
Main Arena & Warm-up Arena	$ 600	51-80 stalls per day
Main Arena & Warm-up Arena	$ -	81-200 stalls per day
Main Arena (weekday) - 3 hours **	$ 250	Monday-Thursday 9am-12pm or 1pm-4pm
Main Arena (weekday) - 5 hours **	$ 375	Monday-Thursday 5pm-10pm
Practice Arena (weekday) - hourly rate **	$ 25	Monday-Thursday 9am-12pm or 1pm-4pm
Pavilion	$ 1,000	
Expo Hall North	$ 550	Catering kitchen NOT included
Expo Hall South	$ 550	Catering kitchen NOT included
Expo Hall North & South *	$ 1,000	Catering kitchen included
Covered Expo	$ 500	
Expo Hall North, South and Covered Expo *	$ 1,400	
Ron Morrison Meeting Room (daily rate) ***	$ 175	
Ron Morrison Meeting Room (hourly rate) ***	$ 40	2-hour minium rental
Hagler Conference Room (daily rate) ***	$ 125	
Hagler Conference Room (hourly rate) ***	$ 40	2-hour minium rental
Catering Kitchen	$ 150	
Concession Building East	$ 75	Includes use of appliances
Concession Building West	$ 75	Includes use of appliances
RV Park	$ 1,400	Per night & includes 50 RV sites
Tarmac/South Parking Lot	$ 750	Includes use of electrical/water service pedestals
East Parking Lot	$ 500	
Entire Expo Center Facility	$ 3,500	Excludes RV park
Extended Facility Rental (hourly after midnight)	$ 150	

***Multiple area rental discount**
****Bookings no more than 45 days in advance**
*****Plus staff fee if rental is outside of 8am-5pm**

Guest Services	Fee	Notes
Tables - 8' rectangle*	$ 8	Each, per floorplan placement; each deviation results in an additional $8/table fee
Tables - 6' rectangle*	$ 6	Each, per floorplan placement; each deviation results in an additional $6/table fee
Tables - 6' round or cocktail*	$ 8	Each, per floorplan placement; each deviation results in an additional $8/table fee
Chairs*	$ 1.25	Each, per event
Easels*	$ 15	Each, per event
Podium*	$ 25	Each, per event
Stage*	$ 250	Each, per floorplan placement
Stage (relocation)*	$ 125	Each, per deviation from floorplan placement
Projector & Screen*	$ 50	Each, per event
A-frame Signs*	$ 10	Each, per event
Traffic Cones*	$ 1	Each, per event
Traffic and Pedestrian Barriers*	$ 35	Each, per event
Copier Services	$ 0.50	Each, per page

Items MUST BE purchased through the Williamson County Expo Center

Utility Services	Fee	Notes
Electrical Drops	$ 25	Each, per event
RV Dump Station	$ 10	Drive by dump per vehicle not associated with a reservation

Overnight Services	Fee	Notes
Stalls	$ 30	Each, per day
RV site (Water/Electric) *#	$ 35	Each, per night
RV site (Water/Electric) *#	$ 30	Parks Pass Discount Rate: Each, per night
RV site (Water/Electric/Sewer) *#	$ 40	Each, per night
RV site (Water/Electric/Sewer) *#	$ 35	Parks Pass Discount Rate: Each, per night

RV check-in 8am; check-out 8pm following day - 36-hour stay
#RV site length of stay is limited to 14 consecutive days based on availability. Must vacate property for a minimum of 72 hours.

Equipment & Other Service Fees	Fee	Notes
Roping Equipment	$ 400	Per set-up
Rodeo Equipment	$ 800	Per set-up
Barrel Racing Set-up	$ 200	Per set-up
Panel/Gate Set-up	$ 4	Per panel or gate
Additional Personnel Resources to Support Event (hourly)	$ 25	
Custodial Fee (hourly)	$ 25	
Forklift/Genie Lift with Operator (hourly)	$ 75	
Tractor Drags with Operator (hourly)	$ 100	Applicable when drags are required less than 30 minutes apart
Banners, Signs, Decorations Placement (hourly)	$ 50	
Freight & Material Storage (Daily)	$ 100	
Excessive Clean-up Fee (hourly)	$ 75	
Event Layout Change within 7 Business Days of Event (No guarantees that accommodations are possible)	$ 10	Per stall between 1-35
Event Layout Change within 7 Business Days of Event (No guarantees that accommodations are possible)	$ 750	Flat fee if 36+ stalls
Event Layout Change within 7 Business Days of Event (No guarantees that accommodations are possible)	$ 6	Per panel or gate
Reservation Rescheduling Fee Outside of 60 days	$ 100	
Move-In/Move-Out outside of 8am-5pm, M-F (hourly)	$ 75	
Lost Key/Card (each)	$ 50	
Insufficient Funds (NSF)	$ 30	

Concessions & Miscellaneous	Fee	Notes
Parks Pass	$ 50	
Open Arena Ride	$ 25	Per rider
Open Arena Ride	$ 15	Per rider with Parks Pass
Catering Permit	$ -	Refer to Catering Permit Application
Temporary Food Permit (Daily)	$ 50	
Alcohol Vendor Indoor Booth(s)	$ 1,250	
Alcohol Vendor Outdoor Booth(s)	$ 1,750	
Alcohol Vendor Complex Booth(s)	$ 2,250	

Commissioners Court - Regular Session **54.**

Meeting Date: 01/09/2024

Consent to Contract Assignment name change for AutoReturn US LLC for County Sheriff

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

Department: Sheriff

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on Consent to Contract Assignment between Williamson County, AutoReturn US LLC (the Assignor), and CFKAA Holdings, LLC, a Delaware Limited Liability Company dba Autura (the Assignee) in relation to Williamson County, Texas Agreement for Towing Management and Logistic Services with AutoReturn US LLC, awarded on June 2, 2022.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

AutoReturn US LLC

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	12/20/2023 10:27 AM
Form Started By: Starla Hall		Started On: 12/20/2023 09:00 AM
Final Approval Date: 12/20/2023		

DocuSign Envelope ID: 4B296B92-9FE0-44B3-99D4-E1E7EC4B8ECB

CONSENT TO CONTRACT ASSIGNMENT

For good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged by the parties hereto, **AutoReturn US. LLC** (hereinafter "Assignor") hereby request consent from **Williamson County, Texas** (hereinafter "County") of the assignment and transfers of all of Assignor's interest, rights and obligations to **CFKAA Holdings, LLC, a Delaware Limited Liability Company dba Autura** (hereinafter "Assignee") in the contract(s) described as follows:

> **WILLIAMSON COUNTY, TEXAS AGREEMENT FOR TOWING MANAGEMENT AND LOGISTIC SERVICES WITH AUTORETURN US. LLC**, which is incorporated herein by reference for all purposes (hereinafter "Contract").

In consideration of the mutual promises and covenants contained herein, County, Assignor and Assignee hereby agree as follows:

1. Assignor agrees that all rights and obligations of Assignor arising under the Contract or otherwise by law or by the existence of conditions precedent, which may or may not have occurred as of the date of this Consent to Contract Assignment, are hereby included in the Assignment of the Contract to Assignee and Assignee hereby agrees to accept same as if Assignee was an original party to the aforesaid Contract.

2. Following the execution of this Consent to Contract Assignment, Assignee shall fully perform all services and/or provide all goods in accordance with terms and conditions of the Contract as if Assignee was an original party to the Contract.

3. Assignor and Assignee have agreed the assignment of the Contract shall be binding upon and inure to the benefit of Assignor and Assignee and their respective affiliates, successors, assigns, heir and devisees and legal representatives.

4. UPON EXECUTION OF THIS CONSENT TO CONTRACT ASSIGNMENT AND IN CONSIDERATION OF COUNTY'S CONSENT TO THE ASSIGNMENT SUBJECT HEREOF, ASSIGNEE HEREBY AGREES THAT ASSIGNEE SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF COUNTY'S GROSS NEGLIGENCE) AND INDEMNIFY COUNTY FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF ASSIGNOR, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS ASSIGNOR MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED IN CONNECTION WITH ASSIGNOR'S PERFORMANCE OF SERVICES UNDER THE CONTRACT PRIOR TO EXECUTION OF THIS CONSENT TO CONTRACT ASSIGNMENT; AND FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM ASSIGNOR'S PERFORMANCE OF THE CONTRACT OR THE SERVICES PROVIDED UNDER THE CONTRACT PRIOR TO THE EXECUTION OF THIS CONSENT TO CONTRACT ASSIGNMENT, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF ASSIGNOR OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY ASSIGNOR OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE.

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5. In consideration of the terms, conditions, agreements and covenants set forth herein, County agrees and does hereby consent to Assignor's assignment of the Contract to Assignee.

6. It is the intention of the parties hereto that in the event a court of competent jurisdiction finds that any provision or portion of this Consent to Contract Assignment is unenforceable for any reason, the balance and remainder of this Consent to Contract Assignment shall remain effective and enforceable to the extent possible under the circumstances then existing.

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

8. Each party to this Consent to Contract Assignment hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Consent to Contract Assignment shall lie exclusively in Williamson County, Texas, and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this Consent to Contract Assignment is governed by the laws of the United States, this Consent to Contract Assignment shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

9. This Consent to Contract Assignment represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written relating to the subject matter hereof. This Consent to Contract Assignment may be amended only by written instrument signed by each party.

AGREED, signed and made effective as of the date of the last party's execution below.

COUNTY:

Williamson County, Texas

By: _____

Printed Name: _____

Capacity: As Presiding Officer of the
Williamson County Commissioners Court

Date: _____ _____, 20___

DocuSign Envelope ID: 4B296B92-9FE0-44B3-99D4-E1E7EC4B8ECB

ASSIGNOR:

AutoReturn US. LLC

8134518B187C4C9
Ray Krouse
DocuSigned By: Ray Krouse

By: _____

Printed Name: Ray Krouse

Title: Chief Financial Officer

Date: 12/19/2023 _____, 20___

ASSIGNEE:

CFKAA Holdings, LLC

8134518B187C4C9
Ray Krouse
DocuSigned By: Ray Krouse

By: _____

Printed Name: Ray Krouse

Title: Chief Financial Officer

Date: 12/19/2023 _____, 20___

Commissioners Court - Regular Session **55.**

Meeting Date: 01/09/2024

Approval of Purchase Agreement for Isilon Storage Refresh from Presidio Networked Solutions Group, LLC for Information Systems

Submitted For: Joy Simonton **Submitted By:** Koren Shannon, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the Agreement #202516 between Williamson County and Presidio Networked Solutions Group, LLC, in the amount of $1,430,697.11 pursuant to TIPS contract #TIPS 220105, and authorizing the execution of the Agreement.

Background

The approval of this purchase will benefit the IT Department with the Enterprise Storage Captive Replacement to ensure the seamless continuation of our data management capabilities. The current storage solution in use is at its end-of-life and end-of-sale phase, posing a potential risk of not being able to add additional storage.
Isilon Storage Refresh from Presidio Networked Solutions Group, LLC quote is attached. This will be a one-time charge from account 01.0100.0503.005740 per FY24 budget. The department point of contact will be Rory Tierney.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Presidio Quote

Form 1295 - Presidio

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	01/04/2024 09:30 AM
County Judge Exec Asst.	Becky Pruitt	01/04/2024 09:31 AM
Form Started By: Koren Shannon		Started On: 01/02/2024 11:16 AM
Final Approval Date: 01/04/2024		

PRESIDIO™

QUOTE: [redacted]
DATE: 12/20/2023
PAGE: 1 of 12

TO:
Williamson County
Rory Tierney
301 SE Inner Loop Suite 106
Georgetown, TX 78626

rory.tierney@wilco.org
(p) (512) 943-1457
(f) (512) 943-1672

FROM:
Presidio Networked Solutions Group, LLC
Daniel Guzman
10415 Morado Circle
The Campus Building 1
Suite 320
Austin, TX 78759

dguzman@presidio.com
(p) +1.512.795.7146

Customer#: [redacted]

Contract Vehicle: TIPS Technology Solutions, Products and Services Presidio 220105

Account Manager: Daniel Guzman
Inside Sales Rep: Greg Hubbard
Title: Isilon Storage Refresh

#	Part #	Description	List Price	Unit Price	Qty	Discount	Ext List Price	Ext Price
ESOC - PowerScale								
210-BBFL								
1	210-BBFL	Base Chassis - Deep A-Series	$6,435.00	$2,114.55	3	67.14%	$19,305.00	$6,343.65
2	800-BBQV	Informational Purposes Only	$0.00	$0.00	3	0.00%	$0.00	$0.00
3	379-BDPD	ISG Product (info)	$0.00	$0.00	3	0.00%	$0.00	$0.00
4	876-8976	Dell Hardware Limited Warranty	$165.82	$54.49	3	67.14%	$497.46	$163.47
5	886-7913	ProSupport 4-Hour 7x24 Onsite Service 2 Years Extended	$1,039.00	$341.41	3	67.15%	$3,117.00	$1,024.23
6	886-7914	ProSupport 4-Hour 7x24 Onsite Service 3 Years	$776.00	$254.99	3	67.15%	$2,328.00	$764.97
7	886-8014	ProSupport 4-Hour 7x24 Technical Support and Assistance 5 Years	$1,213.00	$398.59	3	67.15%	$3,639.00	$1,195.77
8	975-3461	Dell Limited Hardware Warranty Extended Year(s)	$0.00	$0.00	3	0.00%	$0.00	$0.00
9	989-3439	Thank you choosing Dell ProSupport. For tech support, visit //www.dell.com/support or call 1-800- 945-3355	$0.00	$0.00	3	0.00%	$0.00	$0.00
							Total:	**$9,492.09**
AC845758								
10	SRTL5KRM2UT	CS-WILLIAMSON COUNTY-SRTL5KRM2UT-APC BY SCHNEIDER ELECTRIC:APC Smart-UPS Ultra On-Line Lithium ion, 5KVA/5KW, 2U Rack/To	$9,893.39	$8,904.05	1	10.00%	$9,893.39	$8,904.05
							Total:	**$8,904.05**
210-AVMT								
11	210-AVMT	PowerScale SW Only Virtual Base	$0.01	$0.00	12	100.00%	$0.12	$0.00
12	800-BBQV	Informational Purposes Only	$0.00	$0.00	12	0.00%	$0.00	$0.00
13	151-BBJB	SmartDedupe Base License A3 Tier 3 L3 =ID	$0.00	$0.00	12	0.00%	$0.00	$0.00
14	151-BBIG	SnapShotIQ Base License A3 Tier 3 L3 =ID	$766.00	$245.71	12	67.93%	$9,192.00	$2,948.52
15	151-BBGU	SyncIQ Base License A3 Tier 3 L3 =ID	$1,299.00	$413.13	12	68.20%	$15,588.00	$4,957.56
16	151-BBJF	SmartDedupe Capacity License A3 Tier 3 L3=CB	$0.00	$0.00	3840	0.00%	$0.00	$0.00

17	151-BBJC	SnapShotIQ Capacity License A3 Tier 3 L3=CB	$16.00	$5.14	3840	67.88%	$61,440.00	$19,737.60
18	151-BBHY	SyncIQ Capacity License A3 Tier 3 L3=CB	$27.00	$8.67	3840	67.89%	$103,680.00	$33,292.80
19	929-3709	Thank you for Your Order	$0.00	$0.00	12	0.00%	$0.00	$0.00
20	935-6720	Thank you for Your Order	$0.00	$0.00	12	0.00%	$0.00	$0.00
21	626-BBBG	Storage Software Info	$0.00	$0.00	12	0.00%	$0.00	$0.00
22	855-7982	5 Years ProSupport SmartDedupe Base Software Support-Maint	$0.01	$0.00	12	100.00%	$0.12	$0.00
23	855-7301	5 Years ProSupport SnapshotIQ Base Software Support-Maint	$632.70	$202.95	12	67.93%	$7,592.40	$2,435.40
24	855-8241	5 Years ProSupport SyncIQ Base Software Support-Maint	$1,072.80	$344.12	12	67.93%	$12,873.60	$4,129.44
25	855-7850	5 Years ProSupport SmartDedupe Capacity Software Support-Maint	$0.01	$0.00	3840	100.00%	$38.40	$0.00
26	855-7658	5 Years ProSupport SnapshotIQ Capacity Software Support-Maint	$13.50	$4.33	3840	67.93%	$51,840.00	$16,627.20
27	855-7305	5 Years ProSupport SyncIQ Capacity Software Support-Maint	$22.50	$7.22	3840	67.92%	$86,400.00	$27,724.80
							Total:	**$111,853.32**
AC845757								
28	SRTL180RM2UBP	CS-WILLIAMSON COUNTY-SRTL180RM2UBP-APC BY SCHNEIDER ELECTRIC:APC Smart-UPS Ultra On-Line Lithium ion XBP 180V 2U Rack/To	$5,468.26	$4,921.43	2	10.00%	$10,936.52	$9,842.86
							Total:	**$9,842.86**
210-AZUW								
29	210-AZUW	A3000 - L3 - SED 320TB (20x16TB)/800GB SSD	$103,851.00	$17,495.74	12	83.16%	$1,246,212.00	$209,948.88
30	800-BBQV	Informational Purposes Only	$0.00	$0.00	12	0.00%	$0.00	$0.00
31	800-BBQV	Informational Purposes Only	$0.00	$0.00	12	0.00%	$0.00	$0.00
32	800-BBQV	Informational Purposes Only	$0.00	$0.00	12	0.00%	$0.00	$0.00
33	590-TFHE	2x25GbE (SFP28) Back-end W/O OPTICS	$980.00	$151.09	12	84.59%	$11,760.00	$1,813.08
34	590-TFBK	2x25GbE (SFP28) W/O OPTICS	$980.00	$151.09	12	84.59%	$11,760.00	$1,813.08
35	149-BBGL	OneFS Base License A3 12TB+ Tier 3 L3=ID	$9,310.00	$1,435.33	12	84.59%	$111,720.00	$17,223.96
36	149-BBGY	OneFS Encyrption Key A3 12TB+ Tier 3 L3=ID	$2,850.00	$439.39	12	84.59%	$34,200.00	$5,272.68
37	149-BBGI	OneFS Capacity A3 Tier 3 L3=CB	$104.00	$16.04	3840	84.58%	$399,360.00	$61,593.60
38	151-BBJQ	SmartConnect Base License A3 Tier 3 L3 =ID	$1,299.00	$200.27	12	84.59%	$15,588.00	$2,403.24
39	151-BBIX	SmartQuotas Base License A3 Tier 3 L3 =ID	$529.00	$81.56	12	84.59%	$6,348.00	$978.72
40	151-BBEH	HDFS for OneFS ($0.00)	$0.00	$0.00	12	0.00%	$0.00	$0.00
41	151-BBJJ	SmartConnect Capacity License A3 Tier 3 L3=CB	$27.00	$4.16	3840	84.60%	$103,680.00	$15,974.40

42	151-BBJU	SmartQuotas Capacity License A3 Tier 3 L3=CB	$11.00	$1.69	3840	84.64%	$42,240.00	$6,489.60
43	379-BDPD	ISG Product (info)	$0.00	$0.00	12	0.00%	$0.00	$0.00
44	876-9298	Dell Hardware Limited Warranty	$165.82	$25.56	12	84.59%	$1,989.84	$306.72
45	886-7869	ProSupport 4-Hour 7x24 Onsite Service 2 Years Extended	$536.00	$82.63	12	84.59%	$6,432.00	$991.56
46	886-7870	ProSupport 4-Hour 7x24 Onsite Service 3 Years	$400.00	$61.67	12	84.59%	$4,800.00	$740.04
47	886-7970	ProSupport 4-Hour 7x24 Technical Support and Assistance 5 Years	$625.00	$96.36	12	84.59%	$7,500.00	$1,156.32
48	975-3461	Dell Limited Hardware Warranty Extended Year(s)	$0.00	$0.00	12	0.00%	$0.00	$0.00
49	989-3439	Thank you choosing Dell ProSupport. For tech support, visit //www.dell.com/support or call 1-800- 945-3355	$0.00	$0.00	12	0.00%	$0.00	$0.00
50	854-6606	5 Years ProSupport Mission Critical OneFS Enc-Key Mgt Base 12TB Plus Software Support-Maint	$5,760.00	$888.03	12	84.59%	$69,120.00	$10,656.36
51	854-5900	5 Years ProSupport OneFS Capacity Software Support-Maint	$49.39	$7.62	3840	84.58%	$189,657.60	$29,260.80
52	854-6681	5 Years ProSupport SmartConnect Base Software Support-Maint	$1,072.80	$165.40	12	84.59%	$12,873.60	$1,984.80
53	854-6104	5 Years ProSupport SmartQuotas Base Software Support-Maint	$436.50	$67.30	12	84.59%	$5,238.00	$807.60
54	849-5448	5 Years ProSupport HDFS for OneFS Software Support-Maint	$0.00	$0.00	12	0.00%	$0.00	$0.00
55	854-7245	5 Years ProSupport SmartConnect Capacity Software Support-Maint	$22.50	$3.47	3840	84.58%	$86,400.00	$13,324.80
56	854-7447	5 Years ProSupport SmartQuotas Capacity Software Support-Maint	$9.00	$1.38	3840	84.67%	$34,560.00	$5,299.20
57	891-4321	ProSupport 4-Hour 7X24 Onsite Capacity Add On 5 Years	$150.00	$23.12	3840	84.59%	$576,000.00	$88,780.80
58	825-6815	None	$0.01	$0.00	12	100.00%	$0.12	$0.00
59	825-6815	None	$0.01	$0.00	12	100.00%	$0.12	$0.00
60	825-6815	None	$0.01	$0.00	12	100.00%	$0.12	$0.00
61	825-6815	None	$0.01	$0.00	12	100.00%	$0.12	$0.00
62	825-6815	None	$0.01	$0.00	12	100.00%	$0.12	$0.00
63	831-5274	ProDeploy Plus for PowerScale Expansion	$1,439.19	$1,295.27	12	10.00%	$17,270.28	$15,543.24
64	847-3953	ProDeploy Plus Add-On for PowerScale Generation Update (Requires ProDeploy Plus)	$2,730.84	$2,457.76	12	10.00%	$32,770.08	$29,493.12
65	800-BBUH	Promo	$0.00	$0.00	12	0.00%	$0.00	$0.00
							Total:	**$521,856.60**

AC837219

66	WILLCO_DR_SEC_7680TB_5YR	Superna SEL Williamson Co DR Sec 680TB 5 year	$102,564.10	$75,964.03	1	25.94%	$102,564.10	$75,964.03
							Total:	**$75,964.03**
210-AXGY								
67	210-AXGY	Accessories Label BASE	$0.00	$0.00	1	0.00%	$0.00	$0.00
68	800-BBQV	Informational Purposes Only	$0.00	$0.00	1	0.00%	$0.00	$0.00
69	800-BBQV	Informational Purposes Only	$0.00	$0.00	1	0.00%	$0.00	$0.00
70	800-BBQV	Informational Purposes Only	$0.00	$0.00	1	0.00%	$0.00	$0.00
71	450-AJHN	PWCRD KIT for Deep Chassis	$109.00	$33.74	6	69.05%	$654.00	$202.44
72	470-AEGH	40G to 10G Breakout (4)SFP+ to (1)QSFP+ 3M	$387.00	$119.79	8	69.05%	$3,096.00	$958.32
73	470-AFFZ	100G to 25G Breakout (4) SFP28 to (1)Q28 DAC 3M	$603.00	$186.66	6	69.05%	$3,618.00	$1,119.96
74	379-BDPD	ISG Product (info)	$0.00	$0.00	1	0.00%	$0.00	$0.00
75	929-3709	Thank you for Your Order	$0.00	$0.00	1	0.00%	$0.00	$0.00
76	935-6720	Thank you for Your Order	$0.00	$0.00	1	0.00%	$0.00	$0.00
							Total:	**$2,280.72**
AC845759								
77	AR3350	CS-WILLIAMSON COUNTY-AR3350-APC BY SCHNEIDER ELECTRIC:Server Rack enclosure - Black - Wide enclosure with increased cabl	$3,160.40	$2,844.36	1	10.00%	$3,160.40	$2,844.36
							Total:	**$2,844.36**
AC845756								
78	APDU9941	CS-WILLIAMSON COUNTY-APDU9941-APC BY SCHNEIDER ELECTRIC:APC Rack PDU 9000 Switched, ZeroU, 30A, 200/208V, (21) C13 & (3)	$1,427.40	$1,284.66	2	10.00%	$2,854.80	$2,569.32
							Total:	**$2,569.32**
210-BCVB								
79	210-BCVB	S5232F Dell Networking Switch	$48,055.00	$10,350.27	2	78.47%	$96,110.00	$20,700.54
80	343-BBSQ	S5232 Series User Guide	$0.00	$0.00	2	0.00%	$0.00	$0.00
81	750-ACVZ	Dell Switch Field Installation Kit for S5232	$250.00	$53.85	2	78.46%	$500.00	$107.70
82	528-CSYU	OS10 Enterprise Software, S5232F	$9,599.00	$2,067.46	2	78.47%	$19,198.00	$4,134.92
83	877-7775	Dell Hardware Limited Warranty	$165.82	$35.71	2	78.47%	$331.64	$71.42
84	886-7933	ProSupport 4-Hour 7x24 Onsite Service 2 Years Extended	$6,319.00	$1,361.00	2	78.47%	$12,638.00	$2,722.00
85	886-7934	ProSupport 4-Hour 7x24 Onsite Service 3 Years	$4,607.00	$992.27	2	78.47%	$9,214.00	$1,984.54
86	886-8034	ProSupport 4-Hour 7x24 Technical Support and Assistance 5 Years	$7,373.00	$1,588.03	2	78.47%	$14,746.00	$3,176.06
87	975-3461	Dell Limited Hardware Warranty Extended Year(s)	$0.00	$0.00	2	0.00%	$0.00	$0.00

88	989-3439	Thank you choosing Dell ProSupport. For tech support, visit //www.dell.com/support or call 1-800- 945-3355	$0.00	$0.00	2	0.00%	$0.00	$0.00
							Total:	**$32,897.18**
						Total (ESOC - PowerScale):	**$3,694,525.95**	**$778,504.53**
JC - PowerScale								
AC824248								
89	APDU9941	CS-WILLIAMSON COUNTY-APDU9941-APC BY SCHNEIDER ELECTRIC:APC Rack PDU 9000 Switched, ZeroU, 30A, 200/208V, (21) C13 & (3)	$1,582.00	$1,316.45	2	16.79%	$3,164.00	$2,632.90
							Total:	**$2,632.90**
210-AVMT								
90	210-AVMT	PowerScale SW Only Virtual Base	$0.01	$0.00	8	100.00%	$0.08	$0.00
91	800-BBQV	Informational Purposes Only	$0.00	$0.00	8	0.00%	$0.00	$0.00
92	151-BBDM	CloudPools for Third Party 0.00 Base License=ID	$0.00	$0.00	8	0.00%	$0.00	$0.00
93	151-BBJB	SmartDedupe Base License A3 Tier 3 L3 =ID	$0.00	$0.00	8	0.00%	$0.00	$0.00
94	151-BBIG	SnapShotIQ Base License A3 Tier 3 L3 =ID	$766.00	$217.23	8	71.65%	$6,128.00	$1,737.84
95	151-BBGU	SyncIQ Base License A3 Tier 3 L3 =ID	$1,299.00	$371.69	8	71.39%	$10,392.00	$2,973.52
96	151-BBEW	CloudPools for Third Party Capacity License=CB	$321.00	$91.03	80	71.65%	$25,680.00	$7,282.40
97	151-BBJF	SmartDedupe Capacity License A3 Tier 3 L3=CB	$0.00	$0.00	2560	0.00%	$0.00	$0.00
98	151-BBJC	SnapShotIQ Capacity License A3 Tier 3 L3=CB	$16.00	$4.53	2560	71.69%	$40,960.00	$11,596.80
99	151-BBHY	SyncIQ Capacity License A3 Tier 3 L3=CB	$27.00	$7.66	2560	71.63%	$69,120.00	$19,609.60
100	929-3709	Thank you for Your Order	$0.00	$0.00	8	0.00%	$0.00	$0.00
101	935-6720	Thank you for Your Order	$0.00	$0.00	8	0.00%	$0.00	$0.00
102	626-BBBG	Storage Software Info	$0.00	$0.00	8	0.00%	$0.00	$0.00
103	851-9683	5 Years ProSupport CloudPools for Third Party Base Software Support-Maint	$0.00	$0.00	8	0.00%	$0.00	$0.00
104	855-7982	5 Years ProSupport SmartDedupe Base Software Support-Maint	$0.01	$0.00	8	100.00%	$0.08	$0.00
105	855-7301	5 Years ProSupport SnapshotIQ Base Software Support-Maint	$632.70	$179.43	8	71.65%	$5,061.60	$1,435.44
106	855-8241	5 Years ProSupport SyncIQ Base Software Support-Maint	$1,072.80	$304.25	8	71.64%	$8,582.40	$2,434.00
107	855-7386	5 Years ProSupport CloudPools for Third Party Capacity Software Support-Maint	$0.00	$0.00	80	0.00%	$0.00	$0.00
108	855-7850	5 Years ProSupport SmartDedupe Capacity Software Support-Maint	$0.01	$0.00	2560	100.00%	$25.60	$0.00
109	855-7658	5 Years ProSupport SnapshotIQ Capacity Software Support-Maint	$13.50	$3.83	2560	71.63%	$34,560.00	$9,804.80

110	855-7305	5 Years ProSupport SyncIQ Capacity Software Support-Maint	$22.50	$6.37	2560	71.69%	$57,600.00	$16,307.20
							Total:	**$73,181.60**
AC845755								
111	SRT5KRMXLT	CS-WILLIAMSON COUNTY-SRT5KRMXLT-APC BY SCHNEIDER ELECTRIC:APC Smart-UPS On-Line, 5.4kVA, Rackmount 3U, 208V, 2x L6-20R+2	$6,576.81	$5,919.13	1	10.00%	$6,576.81	$5,919.13
							Total:	**$5,919.13**
210-BBFL								
112	210-BBFL	Base Chassis - Deep A-Series	$6,435.00	$2,076.11	2	67.74%	$12,870.00	$4,152.22
113	800-BBQV	Informational Purposes Only	$0.00	$0.00	2	0.00%	$0.00	$0.00
114	379-BDPD	ISG Product (info)	$0.00	$0.00	2	0.00%	$0.00	$0.00
115	876-8976	Dell Hardware Limited Warranty	$165.82	$53.50	2	67.74%	$331.64	$107.00
116	886-7913	ProSupport 4-Hour 7x24 Onsite Service 2 Years Extended	$1,039.00	$335.21	2	67.74%	$2,078.00	$670.42
117	886-7914	ProSupport 4-Hour 7x24 Onsite Service 3 Years	$776.00	$250.36	2	67.74%	$1,552.00	$500.72
118	886-8014	ProSupport 4-Hour 7x24 Technical Support and Assistance 5 Years	$1,213.00	$391.35	2	67.74%	$2,426.00	$782.70
119	975-3461	Dell Limited Hardware Warranty Extended Year(s)	$0.00	$0.00	2	0.00%	$0.00	$0.00
120	989-3439	Thank you choosing Dell ProSupport. For tech support, visit //www.dell.com/support or call 1-800-945-3355	$0.00	$0.00	2	0.00%	$0.00	$0.00
							Total:	**$6,213.06**
210-AXGY								
121	210-AXGY	Accessories Label BASE	$0.00	$0.00	1	0.00%	$0.00	$0.00
122	800-BBQV	Informational Purposes Only	$0.00	$0.00	1	0.00%	$0.00	$0.00
123	800-BBQV	Informational Purposes Only	$0.00	$0.00	1	0.00%	$0.00	$0.00
124	800-BBQV	Informational Purposes Only	$0.00	$0.00	1	0.00%	$0.00	$0.00
125	450-AJHN	PWCRD KIT for Deep Chassis	$109.00	$31.55	4	71.06%	$436.00	$126.20
126	470-AFFZ	100G to 25G Breakout (4) SFP28 to (1)Q28 DAC 3M	$603.00	$174.54	6	71.06%	$3,618.00	$1,047.24
127	379-BDPD	ISG Product (info)	$0.00	$0.00	1	0.00%	$0.00	$0.00
128	929-3709	Thank you for Your Order	$0.00	$0.00	1	0.00%	$0.00	$0.00
129	935-6720	Thank you for Your Order	$0.00	$0.00	1	0.00%	$0.00	$0.00
							Total:	**$1,173.44**
210-AVMT								
130	210-AVMT	PowerScale SW Only Virtual Base	$0.01	$0.00	4	100.00%	$0.04	$0.00
131	800-BBQV	Informational Purposes Only	$0.00	$0.00	4	0.00%	$0.00	$0.00
132	151-BBJB	SmartDedupe Base License A3 Tier 3 L3 =ID	$0.00	$0.00	4	0.00%	$0.00	$0.00

133	151-BBIG	SnapShotIQ Base License A3 Tier 3 L3 =ID	$766.00	$217.23	4	71.65%	$3,064.00	$868.92
134	151-BBGU	SyncIQ Base License A3 Tier 3 L3 =ID	$1,299.00	$371.64	4	71.40%	$5,196.00	$1,486.56
135	151-BBJF	SmartDedupe Capacity License A3 Tier 3 L3=CB	$0.00	$0.00	1280	0.00%	$0.00	$0.00
136	151-BBJC	SnapShotIQ Capacity License A3 Tier 3 L3=CB	$16.00	$4.53	1280	71.69%	$20,480.00	$5,798.40
137	151-BBHY	SyncIQ Capacity License A3 Tier 3 L3=CB	$27.00	$7.66	1280	71.63%	$34,560.00	$9,804.80
138	929-3709	Thank you for Your Order	$0.00	$0.00	4	0.00%	$0.00	$0.00
139	935-6720	Thank you for Your Order	$0.00	$0.00	4	0.00%	$0.00	$0.00
140	626-BBBG	Storage Software Info	$0.00	$0.00	4	0.00%	$0.00	$0.00
141	855-7982	5 Years ProSupport SmartDedupe Base Software Support-Maint	$0.01	$0.00	4	100.00%	$0.04	$0.00
142	855-7301	5 Years ProSupport SnapshotIQ Base Software Support-Maint	$632.70	$179.43	4	71.65%	$2,530.80	$717.72
143	855-8241	5 Years ProSupport SyncIQ Base Software Support-Maint	$1,072.80	$304.25	4	71.64%	$4,291.20	$1,217.00
144	855-7850	5 Years ProSupport SmartDedupe Capacity Software Support-Maint	$0.01	$0.00	1280	100.00%	$12.80	$0.00
145	855-7658	5 Years ProSupport SnapshotIQ Capacity Software Support-Maint	$13.50	$3.83	1280	71.63%	$17,280.00	$4,902.40
146	855-7305	5 Years ProSupport SyncIQ Capacity Software Support-Maint	$22.50	$6.37	1280	71.69%	$28,800.00	$8,153.60
							Total:	**$32,949.40**
AC824254								
147	AR3350	CS-WILLIAMSON COUNTY-AR3350-APC BY SCHNEIDER ELECTRIC:Server Rack enclosure - Black - Wide enclosure with increased cabl	$3,276.13	$2,914.81	1	11.03%	$3,276.13	$2,914.81
							Total:	**$2,914.81**
AC845754								
148	SRT192RMBP	CS-WILLIAMSON COUNTY-SRT192RMBP-APC BY SCHNEIDER ELECTRIC:APC Smart-UPS SRT 192V 5kVA and 6kVA RM Battery Pack	$1,703.97	$1,533.57	2	10.00%	$3,407.94	$3,067.14
							Total:	**$3,067.14**
210-AZUW								
149	210-AZUW	A3000 - L3 - SED 320TB (20x16TB)/800GB SSD	$103,851.00	$17,877.79	8	82.79%	$830,808.00	$143,022.32
150	800-BBQV	Informational Purposes Only	$0.00	$0.00	8	0.00%	$0.00	$0.00
151	800-BBQV	Informational Purposes Only	$0.00	$0.00	8	0.00%	$0.00	$0.00
152	800-BBQV	Informational Purposes Only	$0.00	$0.00	8	0.00%	$0.00	$0.00
153	590-TFHE	2x25GbE (SFP28) Back-end W/O OPTICS	$980.00	$148.35	8	84.87%	$7,840.00	$1,186.80
154	590-TFBK	2x25GbE (SFP28) W/O OPTICS	$980.00	$148.35	8	84.87%	$7,840.00	$1,186.80
155	149-BBGL	OneFS Base License A3 12TB+ Tier 3 L3=ID	$9,310.00	$1,409.24	8	84.87%	$74,480.00	$11,273.92

156	149-BBGY	OneFS Encyrption Key A3 12TB+ Tier 3 L3=ID	$2,850.00	$431.40	8	84.87%	$22,800.00	$3,451.20
157	149-BBGI	OneFS Capacity A3 Tier 3 L3=CB	$104.00	$15.74	2560	84.87%	$266,240.00	$40,294.40
158	151-BBJQ	SmartConnect Base License A3 Tier 3 L3 =ID	$1,299.00	$196.63	8	84.87%	$10,392.00	$1,573.04
159	151-BBIX	SmartQuotas Base License A3 Tier 3 L3 =ID	$529.00	$80.08	8	84.87%	$4,232.00	$640.64
160	151-BBEH	HDFS for OneFS ($0.00)	$0.00	$0.00	8	0.00%	$0.00	$0.00
161	151-BBJJ	SmartConnect Capacity License A3 Tier 3 L3=CB	$27.00	$4.08	2560	84.89%	$69,120.00	$10,444.80
162	151-BBJU	SmartQuotas Capacity License A3 Tier 3 L3=CB	$11.00	$1.66	2560	84.91%	$28,160.00	$4,249.60
163	379-BDPD	ISG Product (info)	$0.00	$0.00	8	0.00%	$0.00	$0.00
164	876-9298	Dell Hardware Limited Warranty	$165.82	$25.10	8	84.87%	$1,326.56	$200.80
165	886-7869	ProSupport 4-Hour 7x24 Onsite Service 2 Years Extended	$536.00	$81.13	8	84.87%	$4,288.00	$649.04
166	886-7870	ProSupport 4-Hour 7x24 Onsite Service 3 Years	$400.00	$60.55	8	84.87%	$3,200.00	$484.40
167	886-7970	ProSupport 4-Hour 7x24 Technical Support and Assistance 5 Years	$625.00	$94.61	8	84.87%	$5,000.00	$756.88
168	975-3461	Dell Limited Hardware Warranty Extended Year(s)	$0.00	$0.00	8	0.00%	$0.00	$0.00
169	989-3439	Thank you choosing Dell ProSupport. For tech support, visit //www.dell.com/support or call 1-800- 945-3355	$0.00	$0.00	8	0.00%	$0.00	$0.00
170	854-6606	5 Years ProSupport Mission Critical OneFS Enc-Key Mgt Base 12TB Plus Software Support-Maint	$5,760.00	$871.88	8	84.87%	$46,080.00	$6,975.04
171	854-5900	5 Years ProSupport OneFS Capacity Software Support-Maint	$49.39	$7.48	2560	84.86%	$126,438.40	$19,148.80
172	854-6681	5 Years ProSupport SmartConnect Base Software Support-Maint	$1,072.80	$162.39	8	84.87%	$8,582.40	$1,299.12
173	854-6104	5 Years ProSupport SmartQuotas Base Software Support-Maint	$436.50	$66.08	8	84.87%	$3,492.00	$528.64
174	849-5448	5 Years ProSupport HDFS for OneFS Software Support-Maint	$0.00	$0.00	8	0.00%	$0.00	$0.00
175	854-7245	5 Years ProSupport SmartConnect Capacity Software Support-Maint	$22.50	$3.41	2560	84.85%	$57,600.00	$8,729.60
176	854-7447	5 Years ProSupport SmartQuotas Capacity Software Support-Maint	$9.00	$1.36	2560	84.89%	$23,040.00	$3,481.60
177	891-4321	ProSupport 4-Hour 7X24 Onsite Capacity Add On 5 Years	$150.00	$22.70	2560	84.87%	$384,000.00	$58,112.00
178	825-6815	None	$0.01	$0.00	8	100.00%	$0.08	$0.00
179	825-6815	None	$0.01	$0.00	8	100.00%	$0.08	$0.00
180	825-6815	None	$0.01	$0.00	8	100.00%	$0.08	$0.00
181	825-6815	None	$0.01	$0.00	8	100.00%	$0.08	$0.00

182	825-6815	None	$0.01	$0.00	8	100.00%	$0.08	$0.00
183	831-5274	ProDeploy Plus for PowerScale Expansion	$1,439.19	$1,295.27	8	10.00%	$11,513.52	$10,362.16
184	847-3953	ProDeploy Plus Add-On for PowerScale Generation Update (Requires ProDeploy Plus)	$2,730.84	$2,457.76	8	10.00%	$21,846.72	$19,662.08
185	800-BBUH	Promo	$0.00	$0.00	8	0.00%	$0.00	$0.00
							Total:	**$347,713.68**
379-BCSX								
186	379-BCSX	Dell Technologies World registration passes. Email questions on redemption & policies to delltechnologiesworld@dell.com	$2,295.00	$0.00	2	100.00%	$4,590.00	$0.00
							Total:	**$0.00**
210-BCVB								
187	210-BCVB	S5232F Dell Networking Switch	$48,055.00	$10,162.10	2	78.86%	$96,110.00	$20,324.20
188	343-BBSQ	S5232 Series User Guide	$0.00	$0.00	2	0.00%	$0.00	$0.00
189	750-ACVZ	Dell Switch Field Installation Kit for S5232	$250.00	$52.87	2	78.86%	$500.00	$105.74
190	528-CSYU	OS10 Enterprise Software, S5232F	$9,599.00	$2,029.88	2	78.86%	$19,198.00	$4,059.76
191	877-7775	Dell Hardware Limited Warranty	$165.82	$35.06	2	78.86%	$331.64	$70.12
192	886-7933	ProSupport 4-Hour 7x24 Onsite Service 2 Years Extended	$6,319.00	$1,336.26	2	78.86%	$12,638.00	$2,672.52
193	886-7934	ProSupport 4-Hour 7x24 Onsite Service 3 Years	$4,607.00	$974.23	2	78.86%	$9,214.00	$1,948.46
194	886-8034	ProSupport 4-Hour 7x24 Technical Support and Assistance 5 Years	$7,373.00	$1,559.16	2	78.86%	$14,746.00	$3,118.32
195	975-3461	Dell Limited Hardware Warranty Extended Year(s)	$0.00	$0.00	2	0.00%	$0.00	$0.00
196	989-3439	Thank you choosing Dell ProSupport. For tech support, visit //www.dell.com/support or call 1-800- 945-3355	$0.00	$0.00	2	0.00%	$0.00	$0.00
							Total:	**$32,299.12**
						Total (JC - PowerScale):	**$2,589,708.80**	**$508,064.28**
3rd Site								
210-APHK								
197	210-APHK	Dell EMC S5232F-ON Switch, 32x 100GbE QSFP28 ports, IO to PSU air, 2x PSU	$43,549.00	$7,235.22	2	83.39%	$87,098.00	$14,470.44
198	343-BBLP	Dell EMC S52XX-ON Series User Guide	$4.00	$0.66	2	83.50%	$8.00	$1.32
199	634-BRUO	OS10 Enterprise, S5232F-ON	$8,999.00	$1,495.10	2	83.39%	$17,998.00	$2,990.20
200	450-AAFH	Power Cord, 125V, 15A, 10 Feet, NEMA 5-15/C13	$20.00	$3.32	2	83.40%	$40.00	$6.64
201	450-AAFH	Power Cord, 125V, 15A, 10 Feet, NEMA 5-15/C13	$20.00	$3.32	2	83.40%	$40.00	$6.64
202	818-5110	Dell Hardware Limited Warranty 1 Year	$299.00	$49.68	2	83.39%	$598.00	$99.36

203	818-5152	ProSupport Plus:Mission Critical 4-Hour 7x24 On-Site Service with Emergency Dispatch,1 Year	$839.52	$139.48	2	83.39%	$1,679.04	$278.96
204	818-5159	ProSupport Plus Mission Critical:7x24 HW/SW Technical Support and Assistance, 5 Years	$23,210.82	$3,856.23	2	83.39%	$46,421.64	$7,712.46
205	818-5160	ProSupport Plus:Mission Critical 4-Hour 7x24 On-Site Service with Emergency Dispatch, 4 Years Extended	$4,334.34	$720.11	2	83.39%	$8,668.68	$1,440.22
206	951-2015	Thank you for choosing Dell ProSupport Plus. For tech support, visit //www.dell.com/contactdell	$0.01	$0.00	2	100.00%	$0.02	$0.00
207	975-3461	Dell Limited Hardware Warranty Extended Year(s)	$0.00	$0.00	2	0.00%	$0.00	$0.00
208	997-6306	Info 3rd Party Software Warranty provided by Vendor	$0.00	$0.00	2	0.00%	$0.00	$0.00
209	900-9997	On-Site Installation Declined	$0.00	$0.00	2	0.00%	$0.00	$0.00
210	848-8536	5 Years ProSupport Plus OS10 Enterprise Software Support-Maintenance	$4,047.30	$672.41	2	83.39%	$8,094.60	$1,344.82
							Total:	**$28,351.06**
						Total (3rd Site):	**$170,645.98**	**$28,351.06**
ESOC - PowerStore								
210-ASTY								
211	210-ASTY	PowerStore Upgrades	$0.00	$0.00	1	0.00%	$0.00	$0.00
212	400-BGJO	P1 25X2.5 NVME SED SSD 7.68TB UG	$36,835.00	$16,379.55	2	55.54%	$73,670.00	$32,759.10
213	800-BBQV	Informational Purposes Only	$0.00	$0.00	1	0.00%	$0.00	$0.00
214	379-BDPD	ISG Product (info)	$0.00	$0.00	1	0.00%	$0.00	$0.00
215	379-BDUV	Upgrade Order	$0.00	$0.00	1	0.00%	$0.00	$0.00
216	876-3954	Dell Hardware Limited Warranty	$1,096.98	$487.78	1	55.54%	$1,096.98	$487.78
217	881-3200	Prosupport Plus Mission Critical 4-Hour 7x24 Onsite Service with Emergency Dispatch 2 Years	$0.00	$0.00	1	0.00%	$0.00	$0.00
218	881-3206	Prosupport Plus Mission Critical 7x24 Technical Support and Assistance 2 Years	$0.00	$0.00	1	0.00%	$0.00	$0.00
219	951-2015	Thank you for choosing Dell ProSupport Plus. For tech support, visit //www.dell.com/contactdell	$0.01	$0.00	1	100.00%	$0.01	$0.00
220	839-7132	ProSupport Plus: Mission Critical 4-Hour 7x24 On-Site Medium Capacity SSD Add-On, 2 Years	$6,343.67	$2,820.87	2	55.54%	$12,687.34	$5,641.74
221	900-9997	On-Site Installation Declined	$0.00	$0.00	1	0.00%	$0.00	$0.00
							Total:	**$38,888.62**
						Total (ESOC - PowerStore):	**$87,454.33**	**$38,888.62**
JC - PowerStore								

210-ASTY								
222	210-ASTY	PowerStore Upgrades	$0.00	$0.00	1	0.00%	$0.00	$0.00
223	400-BGJO	P1 25X2.5 NVME SED SSD 7.68TB UG	$36,835.00	$16,379.55	2	55.54%	$73,670.00	$32,759.10
224	800-BBQV	Informational Purposes Only	$0.00	$0.00	1	0.00%	$0.00	$0.00
225	379-BDPD	ISG Product (info)	$0.00	$0.00	1	0.00%	$0.00	$0.00
226	379-BDUV	Upgrade Order	$0.00	$0.00	1	0.00%	$0.00	$0.00
227	876-3954	Dell Hardware Limited Warranty	$1,096.98	$487.78	1	55.54%	$1,096.98	$487.78
228	881-3200	Prosupport Plus Mission Critical 4-Hour 7x24 Onsite Service with Emergency Dispatch 2 Years	$0.00	$0.00	1	0.00%	$0.00	$0.00
229	881-3206	Prosupport Plus Mission Critical 7x24 Technical Support and Assistance 2 Years	$0.00	$0.00	1	0.00%	$0.00	$0.00
230	951-2015	Thank you for choosing Dell ProSupport Plus. For tech support, visit //www.dell.com/contactdell	$0.01	$0.00	1	100.00%	$0.01	$0.00
231	839-7132	ProSupport Plus: Mission Critical 4-Hour 7x24 On-Site Medium Capacity SSD Add-On, 2 Years	$6,343.67	$2,820.87	2	55.54%	$12,687.34	$5,641.74
232	900-9997	On-Site Installation Declined	$0.00	$0.00	1	0.00%	$0.00	$0.00
							Total:	**$38,888.62**
						Total (JC - PowerStore):	$87,454.33	$38,888.62
Presidio Professional Services								
233	PS-SVC-FF	Fixed Fee for Presidio employee labor **Deliverable:** Project Initiation/Data Gathering	$0.00	$7,600.00	1.0000	0.00%	$0.00	$7,600.00
234	PS-SVC-FF	Fixed Fee for Presidio employee labor **Deliverable:** JCISIL Switch Upgrade and Node Addition	$0.00	$7,600.00	1.0000	0.00%	$0.00	$7,600.00
235	PS-SVC-FF	Fixed Fee for Presidio employee labor **Deliverable:** ESOC Switch Upgrade and Node Addition	$0.00	$7,600.00	1.0000	0.00%	$0.00	$7,600.00
236	PS-SVC-FF	Fixed Fee for Presidio employee labor **Deliverable:** JCISIL Hardware Relocation	$0.00	$2,850.00	1.0000	0.00%	$0.00	$2,850.00
237	PS-SVC-FF	Fixed Fee for Presidio employee labor **Deliverable:** ESOC Hardware Relocation	$0.00	$2,850.00	1.0000	0.00%	$0.00	$2,850.00
238	PS-SVC-FF	Fixed Fee for Presidio employee labor **Deliverable:** Annex Isilon Cluster Buildout	$0.00	$6,650.00	1.0000	0.00%	$0.00	$6,650.00
239	PS-SVC-FF	Fixed Fee for Presidio employee labor **Deliverable:** Project Closure	$0.00	$2,850.00	1.0000	0.00%	$0.00	$2,850.00

PRESIDIO™

QUOTE: [redacted]
DATE: 12/20/2023
PAGE: 12 of 12

Total (Presidio Professional Services):	**$0.00**	**$38,000.00**

Total List Price:	**$6,629,789.39**
Sub Total:	**$1,430,697.11**
Grand Total:	**$1,430,697.11**

This quote is governed by Terms and Conditions of TIPS Contract Number 220105 Presidio

Quote valid for 30 days from date shown above.

Pursuant to this contract your PO must reflect the following:
TIPS Contract Number 220105 Presidio

Tax ID: 58-1667655; Size Business: Large; CAGE Code: 0KD05; DUNS# 15-405-0959
Credit: Net 30 days (all credit terms subject to prior Presidio credit department approval)

Delivery: FOB Destination

No signed quote. PO required.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2024-1108032

Date Filed:
01/03/2024

Date Acknowledged:

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

Presidio Networked Solutions Group, LLC.
Austin, TX United States

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

Williamson County

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

2024101
Isilon Storage Refresh

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

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is Daniel Guzman, and my date of birth is 03/13/1986.

My address is 10415 Morado Cir Bldg #1 Ste 320 (street), Austin (city), TX (state), 78735 (zip code), USA (country).

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

Executed in Travis County, State of Texas, on the 3rd day of June (month), 2024 (year).

Daniel Guzman
Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2024-1108032

Date Filed:
01/03/2024

Date Acknowledged:
01/03/2024

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

Presidio Networked Solutions Group, LLC.
Austin, TX United States

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

Williamson County

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

2024101
Isilon Storage Refresh

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

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

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

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

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

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

_____
Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session **56.**

Meeting Date: 01/09/2024

Facilities Management Department Update- Fall/Winter 2023

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

Department: Facilities Management

Agenda Category: Regular Agenda Items

Information

Agenda Item

Receive a status update for the Facilities Management Department for Fall/Winter, 2023.

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	12/28/2023 10:59 AM
Form Started By: Wendy Danzo		Started On: 12/28/2023 08:10 AM
Final Approval Date: 12/28/2023		

Commissioners Court - Regular Session **57.**

Meeting Date: 01/09/2024

Approval of Contract for Construction for the Sheriff's Office Admin Parking Lot South Repave with J.T. Vaughn Construction 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 the contract for construction #202505 with J.T. Vaughn Construction, Inc. for the Sheriff's Office Admin Parking Lot South Repave for Facilities Management in the amount of $282,205.13 pursuant to Omnia Contracts #R200107, and authorize execution of the agreement.

Background

The Contract for Construction is for the Williamson County Sheriff's Office Admin Parking Lot South Repave, located south of the Sheriff'sOffice located at 508 S. Rock Street, Georgetown, TX. Funding Source is 01.0100.0509.004509. Point of Contact is Christy Matoska.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Contract for Construction

Form 1295 - JT Vaughn Construction

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	01/03/2024 12:21 PM
County Judge Exec Asst.	Becky Pruitt	01/03/2024 01:24 PM
Form Started By: Gretchen Glenn		Started On: 12/15/2023 03:19 PM
Final Approval Date: 01/03/2024		

CONTRACT FOR CONSTRUCTION
(Cooperative Purchasing – Omnia – Contract Number R200107

PROJECT: **Sheriff's Office Admin Parking Lot South Repave** ("Project")

GENERAL CONTRACTOR: **J T. Vaughn Construction, LLC** ("GC")
Doug Boram, Senior Project Manager
6604 N Lamar
Austin, TX 78752

ARCHITECT: **Williamson County Architect** ("A/E")
Trenton H. Jacobs, AIA
3101 SE Inner Loop
Georgetown, TX 78626

COUNTY'S DESIGNATED REPRESENTATIVE: **Williamson County Facilities Management**
Attn: Director of Facilities
3101 SE Inner Loop
Georgetown, Texas 78641 / 78626

THIS CONTRACT FOR GENERAL CONSTRUCTION ("Contract") is made and entered into effective as of the latest date of the signatories indicated at the conclusion of this document (the "Effective Date"), by and between **Williamson County**, a body corporate and politic under the laws of the State of Texas ("County") and GC.

R E C I T A L S

WHEREAS, County desires to retain a GC for the **Sheriff's Office Admin Parking Lot South Repave which consist of repairing and striping two of the existing parking lots and making minor repairs** (hereinafter called the "Project");

WHEREAS, County desires a GC who will render, diligently and competently in accordance with the highest standards used in the profession, all general contractor services which shall be necessary or advisable for the expeditious, economical, and satisfactory completion of the Project; and

NOW, THEREFORE, County and GC, in consideration of the mutual undertakings herein contained, do mutually agree as follows:

ARTICLE 1
SCOPE OF WORK

GC has overall responsibility for and shall provide complete construction services and furnish all materials, equipment, tools and labor as necessary or reasonably inferable to complete the Work, or any phase of the Work, in accordance with the Specifications and Drawings for the Project and County's requirements. The Specifications and Drawings were prepared for County by A/E. GC shall do everything required by the Contract Documents.

ARTICLE 2
GENERAL PROVISIONS

2.1 CONTRACT DOCUMENTS

2.1.1
The Contract Documents consist of this Contract and all exhibits and attachments listed, contained, or referenced in this Contract, the Williamson County Uniform General Conditions ("UGCs"), Supplementary or other Conditions, if any, the Drawings, Specifications, Addenda issued prior to the Effective Date of this Contract, The Bid/Proposal Documents as defined by the Invitation for Bidders/Request for Proposals, and all Change Orders and any other Modifications issued after the Effective Date of this Contract, all of which form this Contract and are as fully a part of this Contract as if attached to this Contract.

2.1.2
This Contract represents the entire and integrated agreement between the Parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Contract, this Contract shall govern. To the extent of any direct conflict or inconsistency between any of the Contract Documents, GC shall immediately notify County and seek clarification from A/E and County.

2.1.3
The term "GC" shall be interchangeable with the terms "Proposer," "Bidder," Respondent," "Contractor," and "General Contractor" or other similar terms as appropriate in the Contract Documents.

2.2 RELATIONSHIP OF THE PARTIES
GC accepts the relationship of trust and confidence established by this Contract and shall cooperate with A/E and County and exercise GC's skill and judgment in furthering the interests of County; to furnish efficient construction administration, management services and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with County's interests.

2.3 GENERAL CONDITIONS

2.3.1
The term “Contractor” as used herein or in the UGCs shall mean GC.

2.3.2
The term “Owner” as used herein or in the UGCs shall mean County.

2.3.3
The term “Architect” as used herein or in the UGCs shall mean A/E.

ARTICLE 3
CONTRACT TIME

3.1
County shall provide a Notice to Proceed in which a date for commencement of the work shall be stated. GC shall achieve Substantial Completion of the Work within **Sixty (60) calendar days** after such commencement date. As such completion date may be extended by approved Change Orders. Unless otherwise specified in writing, GC shall achieve Final Completion within **thirty (30) calendar days** of Substantial Completion. The time set forth for completion of the work is an essential element of the Contract.

3.2 LIQUIDATED DAMAGES

GC acknowledges and recognizes that County is entitled to full and beneficial occupancy and use of the completed Work following expiration of the Contract Time and that County has entered into, or will enter into, binding agreements upon GC's achieving Substantial Completion of the Work within the Contract Time. GC further acknowledges and agrees that if GC fails to complete substantially or cause the Substantial Completion of any Phase of the Work within the Contract Time, County will sustain extensive damages and serious loss as a result of such failure. In the cases of missed scheduled events, which incur exact losses of revenue and exact expenses for fees and other cancellation costs, GC shall be responsible for the exact amount of damages sustained by County. In other cases, the exact amount of such damages will be extremely difficult to ascertain. Therefore, County and GC agree as set forth below:

3.2.1
Subject to the other terms and conditions herein, if Substantial Completion is not achieved by the date specified above or by such date to which the Contract Time may be extended, the Contract Sum shall be reduced by **Five Hundred Dollars ($ 500) per calendar day** as liquidated damages and not as a penalty, until the date of Substantial Completion. Force majeure shall apply relative to both rain/snow delays (acts of nature) and/or supply delays over which GC has no control, and such force majeure delays shall not be subject to such reduction of the Contract Sum.

3.2.2
County may deduct liquidated damages described herein from any unpaid amounts then or thereafter due GC under this Contract. Any liquidated damages not so deducted from any unpaid amounts due GC shall be payable by GC to County at the demand of County, together with the interest from the date of the demand at a rate equal to the prime interest rate as published by the Wall Street Journal on the **first (1st) business day** after such amounts are demanded.

3.2.3
Notwithstanding anything to the contrary in this Contract, if County is unable to recover any portion of liquidated damages in accordance with the terms and conditions herein because it is found to be unenforceable or invalid as a penalty or otherwise, then, County shall be entitled to recover from GC all of County's actual damages in connection with the failure by GC to achieve Substantial Completion of the Work within the Contract Time, including, without limitation, direct, indirect, or consequential damages.

ARTICLE 4
GC REPRESENTATIONS

4.1
In order to induce County to enter into this Contract, GC makes the following representations:

4.1.1
GC has examined and carefully studied the Contract Documents and the other related data identified in the Bid/Proposal Documents.

4.1.2
GC has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

4.1.3
GC is familiar with and is satisfied as to all federal, state, and local laws and regulations that may affect cost, progress, and performance of the Work.

4.1.4
GC has considered the information known to GC; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by GC, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) GC’s safety precautions and programs.

4.1.5
Based on the information and observations referred to in **Paragraph 4.1.4** above, GC does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Sum, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

4.1.6
GC is aware of the general nature of work to be performed by County and others at the Site that relates to the Work as indicated in the Contract Documents.

4.1.7
GC has given A/E written notice of all conflicts, errors, ambiguities, or discrepancies that GC has discovered in the Contract Documents, and the written resolution thereof by A/E is acceptable to GC.

4.1.8
The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 5
THE CONTRACT SUM

5.1 Contract Sum.
County shall pay GC for completion of the Work in accordance with the Contract Documents the amount of **Two Hundred Eighty-Two Thousand, Two Hundred Five and 13/100 Dollars ($282,205.13)**.

5.2 Contract Payments.
Method and terms of payment of the Contract Sum shall be in accordance with the Contract Documents.

5.3 Owner's Contingency.
County and GC acknowledge the Work has become necessary due to **narrow focus of repairs** that have not allowed for all plans and specifications to be fully developed. Therefore, County and GC anticipate the need for future Change Orders to be issued after the Work commences. To provide funding for such Change Orders, a not to exceed amount of **Twenty-Eight Thousand Two Hundred Five Dollars and 13/100 Dollars ($28,205.13)** shall serve as the Owner's Contingency from which such changes in the Work are to be paid in accordance with the General Conditions.

5.3.1
Owner's Contingency is controlled solely by County.

5.3.2
Expenditures from the Owner's Contingency must be made by Change Order issued by County in accordance with the General Conditions.

5.3.3
Unless otherwise provided in the Contract Documents, County will not pay a mark-up for profit and overhead on any change paid out of the Owner's Contingency. GC shall not be entitled to any compensation from any unused amounts of the Owner's Contingency.

5.3.4
For purposes of **Local Government Code Section 262.031** (calculation for maximum change order cap), the Contract Sum set out in **Paragraph 5.1** above, plus the Owner's Contingency (set out in **Paragraph 5.3** above), shall serve as the original Contract price.

5.4 Allowable Overhead and Profit Markup on Changes in the Work.
In case of an increase in the Contract Sum due to a change in the Work and in accordance with **UGC 7**, the amounts GC may add to the pricing of a change for overhead and profit are as follows:

5.4.1
For Work performed directly by GC with its Own Employees: GC may add up to **fifteen percent (15%)** for Work performed directly by GC for any specific change.

5.4.2
For Managing Subcontracted Work: GC may add up to **ten percent (10%)** for managing subcontracted Work for any specific change.

Only one percentage, referenced above, shall be used for the purpose of calculating the markup for a specific change amount. For changes involving both additions and deletions, the allowed markup will be allowed only on the net addition. The allowed markup shall cover all overhead expenses and profit of any kind relating to the specific change.

ARTICLE 6
PROJECT TEAM

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

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

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

approval, decision, or determination hereunder by County's Designated Representative shall be binding on County; *provided, however,* County's Designated Representative shall not have any right to modify, amend, or terminate this Contract or executed Contract Amendment. County's Designated Representative shall not have any authority to execute a Contract Amendment unless otherwise granted such authority by the Williamson County Commissioners Court.

GC's Designated Representative for purposes of this Contract is as follows:

J. T. Vaughn Construction, LLC
Doug Boram, Senior Project Manager
6604 N Lamar
Austin, TX 78752

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

ARTICLE 7
NOTICE

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

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

With copy to: Williamson County Facilities Management
Attn: Director of Facilities
3101 SE Inner Loop
Georgetown, Texas 78641 / 78626

and to: Office of General Counsel
Williamson County Commissioners Court

401 W. 6th Street
Georgetown, Texas 78626

GC: J. T. Vaughn Construction, LLC.
10355 Westpark Drive
Houston, TX 77042

Attention: Danny Thompson
Chief Executive Officer

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

ARTICLE 8
DISPUTE RESOLUTION

Any Claim or Dispute between County and GC shall be resolved in accordance with the provisions set forth in **UGC 15**.

ARTICLE 9
MISCELLANEOUS PROVISIONS

9.1 MEANING OF TERMS
Terms in this Contract shall have the same meaning as those in the UGCs.

9.2 NO WAIVER OF IMMUNITY
Nothing herein shall be construed as a waiver of sovereign immunity by Williamson County.

9.3 GOVERNING LAW
This Contract and all of the rights and obligations of the parties and all of the terms and conditions shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas without reference to its conflicts of law provisions. Williamson County shall be the sole place of venue for any legal action arising from or related to this Contract or the Project in which County is a party.

9.4 ASSIGNMENT
County and GC, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Contract. GC shall not assign this Contract without the written consent of County. If GC attempts to make an assignment without County's consent, GC shall nevertheless remain legally responsible for all obligations under this Contract.

9.5 OTHER PROVISIONS

9.5.1
GC represents and warrants the following to County (in addition to any other

representations and warranties contained in the Contract Documents), as an inducement to County to execute this Contract, which representations and warranties shall survive the execution and delivery of this Contract, any termination of this Contract, and the final completion of the Work:

.1 that it and its Subcontractors are financially solvent, able to pay all debts as they mature, and possessed of sufficient working capital to complete the Work and perform all obligations hereunder;

.2 that it is able to furnish the tools, materials, supplies, equipment, and labor required to complete the Work and perform its obligations hereunder;

.3 that it is authorized to do business in the State of Texas and properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over it and over the Work and the project;

.4 that its execution of this Contract and its performance thereof is within its duly authorized powers;

.5 that its duly authorized representative has visited the site of the Project, familiarized himself with the local and special conditions under which the Work is to be performed, and correlated its observations with the requirements of the Contract Documents; and

.6 that it possesses a high level of experience and expertise in the business administration, construction, construction management, and superintendence of projects of the size, complexity, and nature of this particular Project, and it will perform the Work with the care, skill, and diligence of such a contractor.

ARTICLE 10
SCOPE OF CONTRACT AND CONTRACT DOCUMENTS

10.1
This Contract represents the entire and integrated agreement between County and GC and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may be amended only by written instrument signed by both County and GC.

10.2
The following documents comprise the Contract Documents:

1. This Contract between County and GC;
2. Exhibit A – Design Documents
3. Exhibit B – Minimum Insurance Coverages and Minimum Coverage Amounts
4. Exhibit C – Williamson County Vendor Reimbursement Policy
5. Exhibit D – Williamson County Uniform General Conditions

10.3
In the event of a dispute or conflict relating to the terms and conditions of the Contract Documents, applicable documents will be referred to for the purpose of clarification, conflict resolution or for additional detail in the following order of precedence:

1. Contract between County and GC;
2. Special Conditions or Supplementary Conditions (if any);
3. Williamson County Uniform General Conditions;
4. all Addenda issued prior to the Effective Date of the Contract between County and GC; and
5. The Design Documents

ARTICLE 11
SIGNATORY WARRANTY

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

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

GC:
J. T. Vaughn Construction, LLC.

By: _____
Signature

Danny Thompson
Printed Name

Chief Executive Officer
Title

Date Signed: 12/12/2023

COUNTY:
Williamson County, Texas

By: _____
Signature

_____
Printed Name

_____
Title

Date Signed: _____

EXHIBIT A

DESIGN DOCUMENTS

Attach Design Documents below:

Scope of work for the Parking lots by the Lip stick Bail Bonds. Parking lot **601 and 600** will get a complete overlay with Plant-mix asphalt paving, for highways and large paved areas, binder course, 2" thick, and a 6" x 18", includes concrete curb cut for parking lot **(601)** along with curb stops and Painted pavement markings, thermoplastic, white or yellow, arrows. Parking lot **607** will have one small repair on the South side of the parking lot.

PM II Tommy Crockett Wilco Facilities Management

EXHIBIT B

MINIMUM INSURANCE COVERAGES AND MINIMUM COVERAGE AMOUNTS

Minimum Insurance Requirements

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

B. All policies of insurance provided by the Contractor must comply with the requirements set forth herein, the Contract/Agreement and the laws of the State of Texas.

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

	Type of Coverage	Limits of Liability
1.	Worker's Compensation	Statutory
2.	Employer's Liability	
	Bodily Injury by Accident	$500,000 Ea. Accident
	Bodily Injury by Disease	$500,000 Ea. Employee
	Bodily Injury by Disease	$500,000 Policy Limit

3. Commercial general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:

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

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

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

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

An all-risk policy, in the amount equal at all times to 100% of the Contract Price or Contract Sum. The policy shall include coverage for loss or damage

caused by certified acts of terrorism as defined in the Terrorism Risk Insurance Act. The policy shall be issued in the name of the Contractor and shall name its Subcontractors as additional insureds. The Owner shall be named as a loss payee on the policy. The builders risk policy shall have endorsements as follow:

a. This insurance shall be specific as to coverage and not considered as contributing insurance with any permanent insurance maintained on the present premises. If off-site storage is permitted, coverage shall include transit and storage in an amount sufficient to protect property being transported or stored.

b. For renovation projects and or portions of work contained within an existing structure, the Owner waives subrogation for damage by fire to existing building structure(s), if the Builder's Risk Policy has been endorsed to include coverage for existing building structure(s) in the amount described in the Special Conditions. However, Contractor shall not be required to obtain such an endorsement unless specifically required by the Special Conditions in the Contract Documents. The aforementioned waiver of subrogation shall not be effective unless such endorsement is obtained.

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

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

D. Workers' Compensation Insurance Coverage:

1. Definitions:

(a) Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the Project.
(b) Duration of the Project - includes the time from the beginning of the work on the Project until the Contractor's/person's work on the Project has been completed and accepted by the Owner.

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

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

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

   (a.) a certificate of coverage, prior to that person beginning work on the Project, so the Owner will have on file certificates of coverage showing coverage for all persons providing services on the Project; and

   (b.) no later than seven days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project.

6. The Contractor shall retain all required certificates of coverage for the duration of the Project and for one year thereafter.
7. The Contractor shall notify the Owner in writing by certified mail or personal delivery, within 10 days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project.
8. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the Project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

9. The Contractor shall contractually require each person with who it contracts to provide services on a project, to:

   (a) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas labor Code, Section 401.011(44) for all of its employees providing services on the Project, for the duration of the Project;
   (b) provide to the Contractor, prior to that person beginning work on the Project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the Project, for the duration of the Project;
   (c) provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;
   (d) obtain from each other person with whom it contracts, and provide to the Contractor:

      i. a certificate of coverage, prior to the other person beginning work on the Project; and
      ii. a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;

   (e) retain all required certificate of coverage on file for the duration of the Project and for one year thereafter;

(f) notify the Owner in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project; and

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

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

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

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

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

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

H. The furnishing of the above listed insurance coverage, as may be modified by the Contract Documents, must be tendered prior to execution of the Agreement/Contract,

and in no event later than ten (10) days from Notice of Award. Failure to provide the insurance in a timely fashion may result in loss of Contractor's bid bond.

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

J. Owner shall be entitled, upon request, and without expense, to receive complete copies of the policies with all endorsements and may make any reasonable requests for deletion, or revision or modification of particular policy terms, conditions, limitations, or exclusions, except where policy provisions are established by law or regulation binding upon the Parties or the underwriter of any of such polices. Damages caused by the Contractor and not covered by insurance shall be paid by the Contractor.

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

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

EXHIBIT C

Williamson County
Vendor Reimbursement Policy

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

This Policy may be altered, deleted or amended, at any time and without prior notice to vendors, by action of the Williamson County Commissioners Court. Unenforceable provisions of this Policy, as imposed by applicable law, regulations, or judicial decisions, shall be deemed to be deleted. Any revisions to this Policy will be distributed to all current vendors doing business with the County.

1. Invoices and Affidavits

1.1 Invoices must adequately describe the goods or services provided to County and include all required backup (i.e. reimbursable expenses, mileage log, timesheets, receipts detailing expenses incurred etc.) that is in a form acceptable to the Williamson County Auditor. Invoices that do not adequately describe the goods or services provided to County or contain backup that is satisfactory to the Williamson County Auditor will be returned to vendor for revisions and the provision above relating to invoice errors resolved in favor of the County shall control as to the required actions of vendor and when such invoice must be paid by the County.

1.2 In the event an invoice includes charges based upon hourly billing rates for services or any other rates based upon the amount of time worked by an individual or individuals in performing services, whether the charges are being billed directly to the County or whether they are the basis of invoices from subcontractors for which the vendor seeks reimbursement from the County, the charges shall be accompanied by an affidavit signed by an officer or principal of the vendor certifying that the work was performed, it was authorized by the County and that all information contained in the invoice that is being submitted is true and correct.

1.3 Upon County's request, vendor must submit all bills paid affidavits wherein vendor must swear and affirm that vendor has paid each of its subcontractors, laborers, suppliers and material in full for all labor and materials provided to vendor for or in connection with services and work performed for County and, further, vendor must swear and affirm that vendor is not aware of any unpaid bills, claims, demands, or causes of action by any of its subcontractors, laborers, suppliers, or material for or in connection with the furnishing of labor or materials, or both, for services and work performed for County.

2. Travel Reimbursement

2.1 The County will only cover costs associated with travel for vendors outside a 45-mile radius from the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626.

2.2 The County will only cover costs associated with travel as documented work for County. If a vendor is also doing business for another client, the travel costs must be split in proportion to the amount of work actually performed for the County and the other client. The only allowable travel expense will be for the specific days worked for Williamson County.

2.3 No advance payments will be made to vendor for travel expenditures. The travel expenditure may only be reimbursed after the expenditure/trip has already occurred and vendor has provided the Williamson County Auditor with all necessary and required backup.

2.4 Vendors must submit all travel reimbursement requests on each employee in full. Specifically, a travel reimbursement request must include all related travel reimbursement expenses relating to a particular trip for which vendor seeks reimbursement. Partial travel reimbursement requests will not be accepted (i.e. vendor should not submit hotel and mileage one month then the next month submit rental car and airfare). If the travel reimbursement appears incomplete, the invoice will be sent back to the vendor to be submitted when all information is ready to submit in full.

2.5 Reimbursement for transportation costs will be at the most reasonable means of transportation (i.e.: airline costs will be reimbursed for coach rate, rental car costs will only be reimbursed if rental car travel was most reasonable means of travel as compared to travel by air).

2.6 The County will not be responsible for, nor will the County reimburse additional charges due to personal preference or personal convenience of individual traveling.

2.7 The County will not reimburse airfare costs if airfare costs were higher than costs of mileage reimbursement.

2.8 Additional expenses associated with travel that is extended to save costs (i.e. Saturday night stay) may be reimbursed if costs of airfare would be less than the cost of additional expenses (lodging, meals, car rental, mileage) if the trip had not been extended. Documentation satisfactory to the Williamson County Auditor will be required to justify expenditure.

2.9 County will only reimburse travel expense to necessary personnel of the vendor (i.e. no spouse, friends or family members).

2.10 Except as otherwise set forth herein, a vendor must provide a paid receipt for all expenses. If a receipt cannot be obtained, a written sworn statement of the expense from the vendor may be substituted for the receipt.

2.11 Sales tax for meals and hotel stays are the only sales taxes that will be reimbursed. Sales tax on goods purchased will not be reimbursed. A sales tax exemption form is available from the Williamson County Auditor's Office upon request.

2.12 The County will not pay for any late charges on reimbursable items. It is the responsibility of the vendor to pay the invoice first and seek reimbursement from the County.

3. Meals

3.1 Meal reimbursements are limited to a maximum of $59.00 per day on overnight travel. On day travel (travel that does not require an overnight stay), meal reimbursements are limited to a maximum of $25.00 per day. The travel must be outside the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626 by a 45-mile radius.

3.2 Receipts are required on meal reimbursement amounts up to the maximum per day amount stated for overnight or day travel. If receipts are not presented, the vendor can request per diem (per diem limits refer to 3.2). However, a vendor cannot combine per diem and meal receipts. Only one method shall be allowed.

3.3 Meals are reimbursable only to vendors who do not have necessary personnel located within a 45-mile radius of the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626, who are capable of carrying the vendor's obligations to the County. Meals will not be reimbursed to vendors who are located within a 45-mile radius of the Williamson County Courthouse.

3.4 County will not reimburse for alcoholic beverages.

3.5 Tips are reimbursable but must be reasonable to limitation of meal allowance

3.6 No meals purchased for entertainment purposes will be allowed.

3.7 Meal reimbursement must be substantiated with a hotel receipt.

4. Lodging

4.1 Hotel accommodations require an itemized hotel folio as a receipt. The lodging receipt should include name of the motel/hotel, number of occupant(s), goods or services for each individual charge (room rental, food, tax, etc.) and the name of the occupant(s). Credit card receipts or any other form of receipt are not acceptable.

4.2 Vendors will be reimbursed for a single room rate charge plus any applicable tax. If a single room is not available, the vendor must provide documentation to prove that a single room was not available in order to justify the expense over and above the single room rate. A vendor may also be required to provide additional documentation if a particular room rate appears to be excessive.

4.3 Personal telephone charges, whether local or long distance, will not be reimbursed.

5. Airfare

5.1 The County will only reimburse up to a coach price fare for air travel.

5.2 The County will exclude any additional charges due to personal preference or personal convenience of the individual traveling (i.e. seat preference charges, airline upgrades, etc. will not be an allowable reimbursement)

5.3 Air travel expenses must be supported with receipt copy of an airline ticket or an itinerary with actual ticket price paid. If tickets are purchased through a website, vendor must submit a copy of the webpage showing the ticket price if no paper ticket was issued.

5.4 Cancellation and/or change flight fees may be reimbursed by the County but vendor must provide the Williamson County Auditor with documentation in writing from a County department head providing authorization for the change.

5.5 The County will not reimburse vendor for tickets purchased with frequent flyer miles.

6. Car Rental

6.1 Vendors that must travel may rent a car at their destination when it is less expensive than other transportation such as taxis, airport shuttles or public transportation such as buses or subways.

6.2 Cars rented must be economy or mid-size. Luxury vehicle rentals will not be reimbursed. Any rental costs over and above the cost of a mid-size rental will be adjusted.

6.3 Vendors will be reimbursed for rental cars if the rental car cost would have been less than the mileage reimbursement cost (based on the distance from vendor's point of origin to Williamson County, Texas) had the vendor driven vendor's car.

6.4 Vendors must return a car rental with appropriate fuel levels as required by rental agreement to avoid the car rental company from adding fuel charges.

6.5 Rental agreement and credit card receipt must be provided to County as back up for the request for reimbursement.

6.6 Insurance purchased when renting vehicle may also be reimbursed.

6.7 Car Rental optional extras such as GPS, roadside assistance, and administrative fees on Tolls will not be reimbursed.

7. Personal Car Usage

7.1 Personal vehicle usage will be reimbursed in an amount equal to the standard mileage rate allowed by the IRS.

7.2 Per code of Federal Regulations, Title 26, Subtitle A, Chapter 1, Subchapter B, Part IX, Section 274(d), all expense reimbursement requests must include the following:

7.2.1.1 Date

7.2.1.2 Destination

7.2.1.3 Purpose

7.2.1.4 Name of traveler(s)
7.2.1.5 Correspondence that verifies business purpose of the expense

7.3 The mileage for a personal vehicle must document the date, location of travel to/from, number of miles traveled and purpose of trip.

7.4 Mileage will be reimbursed on the basis of the most commonly used route.

7.5 Reimbursement for mileage shall not exceed the cost of a round trip coach airfare.

7.6 Reimbursement for mileage shall be prohibited between place of residence and usual place of work.

7.7 Mileage should be calculated from employee's regular place of work or their residence, whichever is the shorter distance when traveling to a meeting or traveling to Williamson County, Texas for vendors who are located outside of the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626 by at least a 45-mile radius.

7.8 When more than one person travels in same vehicle, only one person may claim mileage reimbursement.

7.9 Tolls, if reasonable, are reimbursable. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement (administrative fees on Tolls will not be reimbursed).

7.10 Parking fees, if reasonable are reimbursable for meetings and hotel stays. For vendors who contract with a third party for visitor parking at vendor's place of business, Williamson County will not reimburse a vendor based on a percentage of its contracted visitor parking fees. Rather, Williamson County will reimburse Vendor for visitor parking on an individual basis for each time a visitor uses Vendor's visitor parking. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement.

7.11 Operating and maintenance expenses as well as other personal expenses, such as parking tickets, traffic violations, and car repairs and collision damage are not reimbursable.

8. Other Expenses

8.1 Taxi fare, bus tickets, conference registrations, parking, etc. must have a proper original receipt.

9. Repayment of Non-reimbursable Expense.

Vendors must, upon demand, immediately repay County for all inappropriately reimbursed expenses whenever an audit or subsequent review of any expense reimbursement documentation finds that such expense was reimbursed contrary to these guidelines and this Policy. Williamson County reserves the right to retain any amounts that are due or that become due to a vendor in order to collect any inappropriately reimbursed expenses that a vendor was paid.

10. Non-Reimbursable Expenses

In addition to the non-reimbursable items set forth above in this Policy, the following is a non-exhaustive list of expenses that will not be reimbursed by Williamson County:

10.1 Alcoholic beverages/tobacco products
10.2 Personal phone calls
10.3 Laundry service
10.4 Valet service (excludes hotel valet)
10.5 Movie rentals
10.6 Damage to personal items
10.7 Flowers/plants

10.8 Greeting cards
10.9 Fines and/or penalties
10.10 Entertainment, personal clothing, personal sundries and services
10.11 Transportation/mileage to places of entertainment or similar personal activities
10.12 Upgrades to airfare, hotel and/or car rental
10.13 Airport parking above the most affordable rate available
10.14 Excessive weight baggage fees or cost associated with more than two airline bags
10.15 Auto repairs
10.16 Babysitter fees, kennel costs, pet or house-sitting fees
10.17 Saunas, massages or exercise facilities
10.18 Credit card delinquency fees or service fees
10.19 Doctor bills, prescription and other medical services
10.20 Hand tools
10.21 Safety Equipment (hard hats, safety vests, etc.)
10.22 Office Supplies
10.23 Lifetime memberships to any association
10.24 Donations to other entities
10.25 Any items that could be construed as campaigning
10.26 Technology Fees
10.27 Sales tax on goods purchased
10.28 Any other expenses which Williamson County deems, in its sole discretion, to be inappropriate or unnecessary expenditures.

EXHIBIT D

UNIFORM GENERAL CONDITIONS

TABLE OF ARTICLES

1 GENERAL PROVISIONS
2 OWNER
3 CONTRACTOR
4 ARCHITECT
5 SUBCONTRACTORS
6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
7 CHANGES IN THE WORK
8 TIME
9 PAYMENTS AND COMPLETION
10 PROTECTION OF PERSONS AND PROPERTY
11 INSURANCE AND BONDS
12 UNCOVERING AND CORRECTION OF WORK
13 MISCELLANEOUS PROVISIONS
14 TERMINATION OR SUSPENSION OF THE CONTRACT
15 CLAIMS AND DISPUTES

ARTICLE 1
GENERAL PROVISIONS

1.1 BASIC DEFINITIONS

1.1.1 CONTRACT DOCUMENTS

Contract Documents are enumerated in the Contract between the Owner and Contractor (hereinafter the Contract) and consist of the Contract, Conditions of the Contract as revised, Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Contract and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Owner or the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding requirements.

1.1.2 CONTRACT

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants or (4) between any persons or entities other than the Owner and the Contractor.

1.1.3 WORK

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

1.1.4 THE PROJECT

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by separate contractors.

1.1.5 THE DRAWINGS

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

1.1.6 THE SPECIFICATIONS

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

1.1.7 INSTRUMENTS OF SERVICE

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

1.1.8 KNOWLEDGE

The terms "knowledge," "recognize," and "discover," their respective derivatives, and similar terms in the Contract Documents, as used in reference to the Contractor, shall be interpreted to mean that which the Contractor knows (or should know), recognizes (or should recognize), and discovers (or should discover) in exercising the care, skill, and diligence required by the Contract Documents. Analogously, the expression "reasonably inferable" and similar terms in the Contract Documents shall be interpreted to mean reasonably inferable by a contractor familiar with the Project and exercising the care, skill, and diligence required of the Contractor by the Contract Documents.

1.1.9 PRODUCT

Materials, systems, and equipment incorporated or to be incorporated in the Work.

1.1.10 PROVIDE

Furnish and install and shall include, without limitation, labor, materials, equipment, transportation, services, and other items required to complete the referenced tasks.

1.1.11 FURNISH

Pay for, deliver (or receive), unload, inspect, and store products, materials, equipment, and accessories as specified while retaining care, custody and control until received for installation based on a signed receipt.

1.1.12 INSTALL

Receive, unload, inspect, and store as specified while retaining care, custody and control; set or place in position, make required connections; and adjust and test as specified in the Contract Documents for satisfactory performance and operation.

1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

1.2.1

The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary,

and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the intended results. In the event of inconsistencies within or between parts of the Contract Documents, or between the Contract Documents and applicable standards, codes, and ordinances, the Contractor shall (i) provide the better quality or greater quantity of Work or (ii) comply with the more stringent requirement; either or both in accordance with the Owner or the Architect's interpretation. The terms and conditions of this **Paragraph 1.2.1**, however, shall not relieve the Contractor of any of the obligations set forth in the Contract Documents.

1.2.2

Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

1.2.3

Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

.1 Whenever a product is specified in accordance with a Federal Specification, an ASTM Standard, an American National Standards Institute Specification, or other Association Standard, the Contractor, if required by the Specifications or if requested by the Owner, shall present evidence from the manufacture, certifying the product complies with the particular Standard or Specification. When required by the Contract Documents, supporting data shall be submitted to substantiate compliance.

.2 Whenever a product is specified or shown by describing proprietary items, model numbers, catalog numbers, manufacturer, trade names, or similar reference, no substitutions may be made unless accepted in strict accordance with the Substitution requirements stated in the Specifications or, if no Substitution requirements are stated in the Specifications, in accordance with the requirements stated elsewhere in the Contract Documents. Where two or more products are shown or specified, the Contractor has the option to use either of those shown or specified.

1.3 CAPITALIZATION

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles or (3) the titles of other documents published by the American Institute of Architects.

1.4 INTERPRETATION

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article

is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

1.5 USE OF DRAWINGS AND OTHER INSTRUMENTS OF SERVICE

1.5.1

The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory and other reserved rights, including copyrights, except as provided in the Owner-Architect Agreement. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

1.5.2

The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants.

1.6 TRANSMISSION OF DATA IN DIGITAL FORM

If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall establish the necessary protocols governing such transmissions in writing, unless otherwise already provided in the Agreement or the Contract Documents.

ARTICLE 2
OWNER

2.1 GENERAL

The Owner means Williamson County acting through any duly authorized representative as provided in the Contract, and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization ("Owner's Designated Representative"). The term "Owner" means the Owner or the Owner's authorized representative.

2.2 OWNER

2.2.1 Appropriation of Funds by Owner

Owner believes it has sufficient funds currently available and authorized for expenditure to finance the costs of the Agreement between Owner and Contractor. Contractor understands and agrees that the Owner's payment of amounts under the Agreement between Owner and Contractor is contingent on the Owner receiving appropriations or other expenditure authority sufficient to allow the Owner, in the exercise of reasonable administrative discretion, to continue to make payments under the Agreement.

2.2.2

Unless specifically stated otherwise in the Contract Documents, Contractor shall secure and pay for necessary permits, approvals, assessments, and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

2.2.3

The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. Except for surveys or grade information, the Contractor shall compare the information furnished by the Owner, including, but not limited to, soil tests, with visibly observable physical conditions and the Contract Documents and, on the basis of such review, promptly report to the Owner and the Architect any known conflicts, errors or omissions. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

2.2.4

The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

2.2.5

Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions.

2.3 OWNER'S RIGHT TO STOP THE WORK

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by **Section 12.2** or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.

2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a **ten (10)-calendar day** period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect or failure. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

2.5 EXTENT OF OWNER RIGHTS

2.5.1

The rights stated in this **Article 2** and elsewhere in the Contract Documents are cumulative and not in limitation of any rights of the Owner (1) granted in the Contract Documents, (2) at law, or (3) in equity.

2.5.2

In no event shall the Owner have control over, charge of, or any responsibility for construction means, methods, techniques, sequences, or procedures or for safety precautions and programs in connection with the Work, notwithstanding any of the rights and authority granted the Owner in the Contract Documents.

2.6 OWNER'S RIGHT TO RECORDS

2.6.1

The Contractor's records, which shall include but not be limited to accounting records, written policies and procedures, subcontractor files (including proposals of successful bidders), original estimates, estimating work sheets, correspondence, schedules, change order files (including documentation covering negotiated settlements), and any other supporting evidence necessary to substantiate charges related to this contract (all foregoing hereinafter referred to as "records") and shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by Owner's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by the Contractor or any of his payees. Such records subject to examination shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Contract.

2.6.2
For the purpose of such audits, inspections, examinations and evaluations, the Owner's agent, or authorized representatives shall have access to said records from the effective date of this Contract for the duration of Work and until **three (3) years** (or longer if required by law) after the date of final payment by Owner to Contractor.

2.6.3
Owner's agent or its authorized representative shall have access during normal business hours to the Contractor's facilities, shall have access to all necessary records and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this **Section 2.6**. Owner's agent or authorized representative shall give auditees reasonable advance notice of intended audits.

2.6.4
Contractor shall require all subcontractors, insurance agents, and material suppliers (payees) with cost plus contracts, if permitted, and not fixed price contracts to comply with the provisions of this **Article 2** by insertion of the requirements hereof in a written contract agreement between Contractor and payee. Failure to obtain such written contracts which include such provisions shall be reason to exclude some or all of the related payee's costs from amounts payable to the Contractor pursuant to this contract.

ARTICLE 3
CONTRACTOR

3.1 GENERAL

3.1.1
The Contractor is the person or entity identified as such in the Contract and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under the Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative, and if these General Conditions are used in conjunction with the Contract between Owner and Construction Manager-At-Risk, the term "Contractor" shall mean the Construction Manager.

3.1.2
The Contractor shall perform the Work in strict accordance with the Contract Documents.

3.1.3
The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's

administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

3.2.1

Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents. Prior to execution of the Contract, the Contractor and each Subcontractor shall have evaluated and satisfied themselves as to the observable conditions and limitations under which the Work is to be performed, including, without limitation, (i) the location, condition, layout, and nature of the Project site and surrounding areas, (ii) generally prevailing climatic conditions, (iii) anticipated labor supply and costs, (iv) availability and cost of materials, tools, and equipment, and (v) other similar issues. The Owner assumes no responsibility or liability for the physical condition or safety of the Project site or any improvements located on the Project site. Except as set forth in **Section 10.3**, the Contractor and its Subcontractors shall be responsible for providing a safe place for the performance of the Work. The Owner shall not be required to make any adjustment in either the Contract Sum or the Contract Time in connection with any failure by the Contractor or any Subcontractor to have complied with the requirements of **this Section 3.2**.

3.2.2

Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to **Paragraph 2.2.3**, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Owner and Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that reasonably may be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the indicated result will be provided whether or not specifically called for, at no additional cost to Owner. The Contractor shall verify the accuracy of elevations, dimensions, locations, and field measurements. In all cases of the interconnection of its Work with existing or other Work, the Contractor shall verify at the site all dimensions relating to such existing or other Work.

.1 All of Contractor's and Subcontractors' work shall conform to the Contract Documents. Contractor shall be responsible for the details of the Work necessary to carry out the intent of the drawings and specifications, or which are customarily performed. When more detailed information is required for performance of the Work or when an interpretation of the Contract Documents is requested, the Contractor shall submit a written request for information to the Architect or Owner (as required), and the Owner or Architect shall furnish such information or interpretation. Where only part of the Work is indicated, similar parts shall be considered repetitive. Where any detail is shown and components thereof are fully described, similar details not fully described shall be considered to incorporate the fully described details and components.

.2 The Contractor has had an opportunity to examine, and has carefully examined, all of the Contract Documents and Project site, and has fully acquainted itself with the scope of work, design, availability of materials, existing facilities, access, general topography, soil structure, subsurface conditions, obstructions, and all other conditions pertaining to the Work, the site of the Work, and its surrounding; that it has made necessary investigations to a full understanding of the difficulties which may be encountered in performing the Work; and that anything in any Contract Documents, or in any representations, statements, or information made or furnished by Owner or its representatives notwithstanding, Contractor will complete the Work for the compensation stated in the Contract. In addition thereto, Contractor represents that it is fully qualified to do the Work in accordance with the terms of the Contract in the time specified.

3.2.3

The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Owner and the Architect any nonconformity discovered by or made known to the Contractor as a request for information.

3.2.4

If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to **Paragraphs 3.2.2 or 3.2.3** above, the Contractor shall make Claims as provided in **Article 15**.

3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

3.3.1

The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. Subcontractors are responsible for directing their forces on their portions of the Work. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor and Subcontractors shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Architect and shall not proceed with that portion of the Work without further written instructions from the Architect. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any loss or damage arising solely from those Owner-required means, methods, techniques, sequences or procedures.

3.3.2

The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

3.3.3

The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

3.3.4

Inspection of the progress, quantity, or quality of the Work done by the Owner, any Owner's representative, any governmental agency, or the Architect, or any inspector, shall not relieve the Contractor of any responsibility for the compliance of the Work with the Contract Documents. The Owner or its approved representative (heretofore referred to as Owner's representative) shall have access to the worksite and all Work. No supervision or inspection by the Owner's representative, nor the authority to act nor any other actions taken by the Owner's representative shall relieve the Contractor of any of its obligations under the Contract Documents nor give rise to any duty on the part of the Owner.

3.4 LABOR AND MATERIALS

3.4.1

Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

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

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

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

.2 Prevailing Wage Schedule. The "Prevailing Wage Schedule" shall be determined by the Owner in compliance with **Texas Government Code, Chapter 2258**. Should the Contractor at any time become aware that a particular skill or trade not reflected on the Owner's Prevailing Wage Schedule will be or is being employed in the Work, whether by the Contractor or by a subcontractor, the Contractor shall promptly inform the Owner and shall specify a wage rate for that skill or trade, which shall bind the Contractor.

.3 Penalty for Violation. The Contractor and any Subcontractor shall pay to the Owner a penalty of **sixty dollars ($60.00)** for each worker employed for each calendar day, or portion thereof, that the worker is paid less than the wage rates stipulated in the Prevailing Wage Schedule or any supplement thereto pursuant to **Paragraph 3.4.1.2** above. The Contractor and each Subcontractor shall keep, or cause to be kept, an accurate record showing the names and occupations of all workers employed in connection with the Work, and showing the actual per diem wages paid to each worker, which records shall be open at all reasonable hours for the inspection by the Owner.

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

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

.6 Arbitration Award. If an arbitrator determines that a violation has occurred, the arbitrator shall assess and award against the Contractor or Subcontractor the amount of penalty as provided in this **Section 3.4** and the amount owed the worker. The Owner may use any amounts retained hereunder to pay the worker the amount as designated in the arbitration award. If the Owner has not retained enough from the Contractor or Subcontractor to pay the worker in accordance with the arbitration

award, the worker has a right of action against the Contractor and Subcontractor as appropriate, and the surety of either to receive the amount owed, attorneys' fees and court costs. The Contractor shall promptly furnish a copy of the arbitration award to the Owner.

.7 Prevailing Wage Retainage. Money retained pursuant to this **Section 3.4** shall be used to pay the claimant or claimants the difference between the amount the worker received in wages for labor on the Project at the rate paid by the Contractor or Subcontractor and the amount the worker would have received at the general prevailing wage rate as provided by the agreement of the claimant and the Contractor or Subcontractor affected, or in the arbitrator's award. The full statutory penalty of **sixty dollars ($60.00) per day** of violation per worker shall be retained by the Owner to offset its administrative costs, pursuant to **Texas Government Code, §2258.023**. Any retained funds in excess of these amounts shall be paid to the Contractor on the earlier of the next progress payment or final payment. Provided, however, that the Owner shall have no duty to release any funds to either the claimant or the Contractor until it has received the notices of agreement or the arbitration award as provided under **Paragraphs 3.4.2 and 3.4.3**.

.8 No Extension of Time. If the Owner determines that good cause exists to believe a violation has occurred, the Contractor shall not be entitled to an extension of time for any delay arising directly or indirectly from of the procedures set forth in this **Section 3.4**.

3.4.2

Except in the case of minor changes in the Work authorized by the Owner or Architect in accordance with **Paragraphs 3.12.8 or Section 7.4**, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive. If the Contractor desires to submit an alternate product or method in lieu of what has been specified or shown in the Contract Documents, the Contractor shall comply with the Substitution requirements listed in the Specifications, or if there are no Substitution requirements listed in the Specifications, then the following provisions apply:

.1 The Contractor must submit to the Architect and the Owner (1) a full explanation of the proposed substitution and submittal of all supporting data, including technical information, catalog cuts, warranties, test results, installation instructions, operating procedures, and other like information necessary for a complete evaluation of the substitution; (2) the adjustment, if any, in the Contract Sum, in the event the substitution is acceptable; (3) the adjustment, if any, in the time of completion of the Contract and the construction schedule in the event the substitution is acceptable; and (4) a statement indicating Contractor accepts the warranty and correction obligations in connection with the proposed substitution as if originally specified by the Architect.

Proposals for substitutions shall be to the Architect in sufficient time to allow the Architect no less than **ten (10) working days** for review. No substitutions will be considered or allowed without the Contractor's submittal of complete substantiating data and information as stated hereinbefore.

3.4.3
The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

3.4.4
The Contractor shall only employ or use labor in connection with the Work capable of working harmoniously with all trades, crafts, and any other individuals associated with the Project.

3.4.5.
In case the progress of the Work is affected by any undue delay in furnishing or installing any items or materials or equipment required under the Contract Documents because of such conflict involving any such labor agreement or regulation, the Owner may require that other material or equipment of equal kind and quality be provided pursuant to a Change Order or Construction Change Directive.

3.5 WARRANTY

3.5.1
The Contractor warrants to the Owner: (1) that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise; (2) that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit; (3) that the Work will be done strictly in accordance with the Contract Documents; (4) that all products are installed per the manufacturer's instructions, and in such a way that the manufacturer's warranties are preserved, including the use of a manufacturer-certified installer, if required by the manufacturer; (5) and that the Work, when finally completed, will provide a complete Project that meets the intent of the Contract Documents.

The Contractor represents and warrants to the Owner that its materials and workmanship, including without limitation, construction means, methods, procedures and techniques necessary to perform the Work, use of materials, selection of equipment and requirements of product manufacturers are and shall be consistent with: (1) good and sound practices within the construction industry; (2) generally prevailing and accepted industry standards applicable to the Work; (3) requirements of any warranties applicable to the Work subject to **Paragraph 3.2.3**. Work, materials, or equipment not conforming to these requirements shall

be considered defective, and promptly after written notification of non-conformance shall be repaired or replaced by Contractor with Work conforming to this warranty. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Owner or Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

.1 Contractor further warrants that all materials or equipment of a category or classification will be a product of the same manufacturer and such materials or equipment shall be of the same lot, batch or type and that such materials and equipment will be as specified.

3.5.2

The Contractor agrees to assign to the Owner at the time of final completion of the Work any and all manufacturer's warranties relating to materials and labor used in the Work and further agrees to perform the Work in such manner so as to preserve any and all such manufacturer's warranties.

3.6 TAXES

State Sales and Use Taxes. Sales, use or similar taxes imposed by a governmental authority that are related to the Work and for which the Contractor is liable; provided, however, Owner is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code Ann. 151.309, as amended, and the services and materials subject of the Contract are being secured for use by Owner. Exemption certificates will be provided to Contractor upon request. As a precondition to the Owner reimbursing Contractor for allowable sales and use taxes, Contractor must, on its own, first attempt to use such tax exemption certificates in order to assert the exemption. In the event Contractor's efforts to use the tax exemption certificate is unsuccessful and provided that under the laws of the State of Texas an exemption from sales and use taxes is allowed. Owner will reimburse Contractor for such sales and use taxes upon Contractor providing sufficient and satisfactory documentation to the Williamson County Auditor.

3.7 PERMITS, FEES, NOTICES, AND COMPLIANCE WITH LAWS

3.7.1

Unless otherwise provided, the Contractor shall secure, pay for, and, as soon as practicable, furnish the Owner with copies or certificates of all permits and fees, licenses, and inspections necessary for the proper execution and completion of the Work, including, without limitation, all building permits. All connection charges, assessments, or inspection fees as may be imposed by any municipal agency or utility company are included in the Contract Sum and shall be the Contractor's responsibility.

3.7.2
The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

3.7.3
If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction and damages resulting therefrom.

3.7.4 Concealed or Unknown Conditions
If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than **twenty-one (21) calendar days** after first observance of the conditions. The Owner will promptly investigate such conditions and, if the Owner determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will authorize an equitable adjustment in the Contract Sum or Contract Time, or both. If the Owner determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Owner shall promptly notify the Contractor in writing, stating the reasons. If the Contractor disputes the Owner's determination, the Contractor party may assert a Claim as provided in **Article 15**.

3.7.5
If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in **Article 15**.

3.8 ALLOWANCES

3.8.1
The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

3.8.2
Unless otherwise provided in the Contract Documents,

.1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;

.2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and

.3 whenever costs are more than or less than allowances, the Contractor shall, prior to purchasing any such materials, notify the Owner in writing of the cost and whether such cost will exceed the amount of the allowance. If Owner authorizes Contractor to proceed, after receiving the Contractor's estimate of the total cost, then the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under **Paragraph 3.8.2.1** and (2) changes in Contractor's costs under **Paragraph 3.8.2.2**.

3.9 SUPERINTENDENT

3.9.1
The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent or Contractor's project manager shall be as binding as if given to the Contractor. Important oral communications shall be immediately confirmed in writing.

3.9.2
The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the name and qualifications of a proposed superintendent. The Owner or Architect may reply within **fourteen (14) calendar days** to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to the proposed superintendent or (2) that the Owner and Architect require additional time to review. Failure of the Owner or Architect to reply within the **fourteen (14)-calendar day** period shall constitute notice of no reasonable objection.

3.9.3
The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

3.10.1
The Contractor, as provided in the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

3.10.2
The Contractor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Architect's approval. The Architect's approval shall not unreasonably be delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

3.10.3
The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

3.10.4
The construction schedule shall be a detailed precedence-style critical path management ("CPM") schedule in a format satisfactory to the Owner that shall (1) provide a graphic representation of all activities and events that will occur during performance of the Work; (2) identify each phase of construction and occupancy; and (3) set forth dates that are critical in ensuring the timely and orderly completion of the Work in accordance with the requirements of the Contract Documents (hereinafter referred to as the "Milestone Date"). Upon review and acceptance by the Owner of the Milestone Dates, the construction schedule shall be deemed part of the Contract Documents. If not accepted, the construction schedule shall be promptly revised by the Contractor in accordance with the recommendations of the Owner and resubmitted for acceptance. The Contractor shall monitor the progress of the Work for conformance with the requirements of the construction schedule and shall promptly advise

the Owner of any delays or potential delays. The accepted construction schedule shall be updated to reflect actual conditions as set forth in **Paragraph 3.10.1** or if requested by the Owner. In the event any progress report indicates any delays, the Contractor shall propose an affirmative plan to correct the delay, including overtime and/or additional labor, if necessary. In no event shall any progress report constitute an adjustment in the Contract Time, any Milestone date, or the Contract Sum unless any such adjustment is agreed to by the Owner and authorize pursuant to a Change Order.

3.10.5

In the event the Owner determines that the performance of the Work, as of a Milestone Date, has not progressed or reach the level of completion required by the Contract Documents, the Owner shall have the right to order the Contractor to take corrective measures necessary to expedite the progress of construction, including without limitation, (1) working additional shifts or overtime, (2) supplying additional manpower, equipment, and facilities, and (3) other similar measures. Such measures so continue until the progress of the Work complies with the stage of completion required by the Contract Documents. The Owner's right to require such measures is solely for the purpose of ensuring the Contractors compliance with the construction schedule.

3.11 DOCUMENTS AT THE SITE

The Contractor shall maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Architect and shall be delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

3.12 SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES

3.12.1

Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

3.12.2

Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

3.12.3

Samples are physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

3.12.4
Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of **Paragraph 4.2.7**. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

3.12.5
The Contractor shall review for compliance with the Contract Documents, approve and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors.

3.12.6
By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

3.12.7
The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals until the respective submittal has been approved by the Architect.

3.12.8
The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals by the Architect's approval thereof.

3.12.9

The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such written notice, the Architect's approval of a resubmission shall not apply to such revisions.

3.12.10

The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this **Paragraph 3.12.10**, the Architect will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

3.13 USE OF SITE

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

3.14 CUTTING AND PATCHING

3.14.1

The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly as required by the Contract Documents. All

areas requiring cutting, fitting, and patching shall be restored to the condition existing prior to the cutting, fitting and patching, unless otherwise required by the Contract Documents.

3.14.2

The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.

3.15 CLEANING UP

3.15.1

The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

3.15.2

If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Contractor.

3.16 ACCESS TO WORK

The Owner and Architect shall, at all times, have access to the Work in preparation and progress wherever located.

3.17 ROYALTIES, PATENTS AND COPYRIGHTS

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect.

3.18 INDEMNIFICATION

3.18.1 INDEMNITY

OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS OWNER, ITS EMPLOYEES, AND ASSIGNS (THE "INDEMNIFIED PARTIES" OR "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS CONTRACT, TO THE EXTENT CAUSED BY THE NEGLIGENT OR WILLFUL ACTS OR OMISSIONS OF THE CONTRACTOR, SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE. CONTRACTOR SHALL NOT BE REQUIRED TO INDEMNIFY, HOLD HARMLESS OR DEFEND THE INDEMNIFIED PARTIES AGAINST A CLAIM CAUSED BY THE NEGLIGENCE OR FAULT, OR THE BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD, OR RULE OF THE INDEMNITEE, OR OTHER PARTY OTHER THAN CONTRACTOR OR ITS AGENT, EMPLOYEE, OR SUBCONTRACTOR OF ANY TIER, EXCEPT THAT CONTRACTOR SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND THE INDEMNIFIED PARTIES AGAINST ANY CLAIMS FOR THE BODILY INJURY OR DEATH OF AN EMPLOYEE OF CONTRACTOR, ITS AGENTS, OR IT SUBCONTRACTORS OF ANY TIER.

3.18.2 INDEMNITY – EMPLOYEE PERSONAL INJURY CLAIMS

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

3.18.3

THE CONTRACTOR'S INDEMNITY OBLIGATIONS UNDER THIS **SECTION 3.18** SHALL ALSO SPECIFICALLY INCLUDE, WITHOUT LIMITATION, ALL FINES, PENALTIES,

DAMAGES, LIABILITY, COSTS, EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES) ARISING OUT OF, OR IN CONNECTION WITH, ANY (1) VIOLATION OF OR FAILURE TO COMPLY WITH ANY LAW, STATUTE, ORDINANCE, RULE, REGULATION, CODE OR REQUIREMENT OF A PUBLIC AUTHORITY THAT BEARS UPON THE PERFORMANCE OF THE WORK BY THE CONTRACTOR, A SUBCONTRACTOR, OR ANY PERSON OR ENTITY FOR WHOM EITHER IS RESPONSIBLE, (2) MEANS, METHODS, PROCEDURES, TECHNIQUES, OR SEQUENCES OF EXECUTION OR PERFORMANCE OF THE WORK, AND (3) FAILURE TO SECURE AND PAY FOR PERMITS, FEES, APPROVALS, LICENSES, AND INSPECTIONS AS REQUIRED UNDER THE CONTRACT DOCUMENTS, OR ANY VIOLATION OF ANY PERMIT OR OTHER APPROVAL OF A PUBLIC AUTHORITY APPLICABLE TO THE WORK, BY THE CONTRACTOR, A SUBCONTRACTOR, OR ANY PERSON OR ENTITY FOR WHOM EITHER IS RESPONSIBLE.

ARTICLE 4
ARCHITECT

4.1 GENERAL

4.1.1
The Owner shall retain an architect lawfully licensed to practice architecture or an entity lawfully practicing architecture in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Contract and is referred to throughout the Contract Documents as if singular in number.

4.1.2
Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor and Architect. Consent shall not be unreasonably withheld.

4.1.3
In the event that Owner has not engaged an architect and an architect is not identified in the Contract, but, rather, engages an engineer for the Project, all references made in these General Conditions to the "Architect" shall mean and include the engineer identified as the "Engineer" in the Contract and all duties, responsibilities and limitations of authority of the Architect, as set forth in the Contract Documents, shall apply to the Engineer.

4.2 ADMINISTRATION OF THE CONTRACT

4.2.1
The Architect will provide administration of the Contract as described in the Owner-Architect Agreement. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

4.2.2

The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in **Paragraph 3.3.1**.

4.2.3

On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

4.2.4 COMMUNICATIONS AND CONTRACT ADMINISTRATION

Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to relate relevant communications between Owner and Architect to the Architect. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

4.2.5

If included in Architect's scope of work, the agreement between Owner and Architect, or if requested by the Owner, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts based on the Architect's evaluations of the Contractor's Applications for Payment.

4.2.6

To the extent permitted by the agreement between Owner and Architect, the Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect, in consultation with the Owner,

will have authority to require inspection or testing of the Work in accordance with **Paragraphs 13.5.2 through 13.5.3**, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect or the Owner to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

4.2.7

To the extent provided in the agreement between Owner and Architect, the Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Owner and Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under **Sections 3.3, 3.5, and 3.12**. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

4.2.8

If requested by Owner, the Architect will prepare Change Orders and Construction Change Directives with the Owner's prior written consent, but the Architect may authorize minor changes in the Work as provided in the agreement between Owner and Architect, or in **Section 7.4**. If requested by Owner, the Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in **Paragraph 3.7.4**.

4.2.9

If requested by Owner, the Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to **Section 9.8**; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to **Section 9.10**; and issue a final Certificate for Payment pursuant to **Section 9.10**.

4.2.10
If the Owner and Architect agree, the Architect will provide one or more project representatives to assist in carrying out the Architect's responsibilities at the site. The duties, responsibilities, and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

4.2.11
If requested by Owner, the Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

4.2.12
Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings.

4.2.13
The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents, and if approved by Owner.

4.2.14
The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5
SUBCONTRACTORS

5.1 DEFINITIONS

5.1.1
A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

5.1.2
A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is

referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

5.2 AWARD OF SUBCONTRACTS

5.2.1 FOR CONSTRUCTION MANAGER AT-RISK CONTRACTS

The Construction Manager shall publicly advertise for bids or proposals and receive bids or proposals from trade contractors or Subcontractors for the performance of all major elements of the work other than the minor work that may be included in the general conditions. The Construction Manager may seek to perform portions of the work itself if:

.1 the Construction Manager submits its bid or proposal for those portions of the Work in the same manner as all other trade contractors or Subcontractors; and

.2 the Owner determines that the Construction Manager's bid or proposal provides the best value for the Owner.

.3 Review of Bids or Proposals. Construction Manager shall review all trade contractor or Subcontractor bids or proposals in a manner that does not disclose the contents of the bid or proposal during the selection process to a person not employed by the Construction Manager, Architect, Engineer, or Owner. All bids or proposals shall be made available to the Owner on request and to the public after the later of the award of the Contract or the **seventh (7th) business day** after the date of final selection of bids or proposals. If the Construction Manager reviews, evaluates, and recommends to the Owner a bid or proposal from a trade contractor or subcontractor but the Owner requires another bid or proposal to be accepted, the Owner shall compensate the Construction Manager by a change in the Contract Sum, Contract Time, or Cost of the Work for any additional cost and risk that the Construction manager incurs because of the Owner's requirement that another bid or proposal be accepted.

5.2.2

The Contractor shall not contract with a proposed Subcontractor, person, or entity to whom the Owner has made reasonable objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made a reasonable objection.

5.2.3

If the Owner has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time may be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract

Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

5.2.4

The Contractor shall not substitute a Subcontractor, person, or entity previously selected if the Owner makes reasonable objection to such substitution.

5.3 SUBCONTRACTUAL RELATIONS

5.3.1

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by these Documents, assumes toward the Owner. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

5.3.2

All subcontracts shall be in writing and, if requested, Contractor shall provide Owner with copies of executed subcontracts.

5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

5.4.1

The Contract is for Owner's benefit, its successors and assigns who, as well as Contractor, may directly enforce all rights and warranties, express or implied herein, but Subcontractors shall have recourse only against Contractor and not against Owner. Owner may rely solely upon Contractor for enforcement of all Subcontracts. To effect such purpose, Contractor assigns to Owner all right to bring any actions against subcontractors and material vendors without waiver by Owner of his right against Contractor because of defaults, delays and

effects for which a subcontractor or material vendor may also be liable, said assignment being effective only if:

.1 Contractor is in default under the Contract Documents; or

.2 Owner has terminated the Contract in accordance with the Contract Documents; and

.3 Only for those subcontract agreements which the Owner accepts by notifying the Subcontractor and Contractor in writing; and

.4 The assignment is subject to the prior rights of the surety, if any, obligated under any bond relating to the Contract.

5.4.2
Upon such assignment, if the Work has been suspended for more than **thirty (30) calendar days**, the Subcontractor's compensation may be equitably adjusted for increases in cost resulting from the suspension.

5.4.3
Upon such assignment to the Owner under this **Section 5.4**, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

5.4.4
The Architect and the Owner shall have the right to request from any Subcontractor at any time during the course of construction, a notarized affidavit stating the amount of monies which have been paid to the Subcontractor as of any certain stipulated date.

ARTICLE 6
CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

6.1.1
The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in **Article 15**.

6.1.2
When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Contract.

6.1.3
The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Owner until subsequently revised.

6.2 MUTUAL RESPONSIBILITY

6.2.1
The Contractor shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

6.2.2
If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect and the Owner apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

6.2.3
The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a separate contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a separate contractor's delays, improperly timed activities, damage to the Work or defective construction.

6.2.4
The Contractor shall promptly remedy damage the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or separate contractors as provided in **Paragraph 10.2.5**.

6.2.5
The Owner and each separate contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in **Section 3.14**.

6.2.6
All separate contractors shall sign a site access agreement with Contractor setting forth duties, responsibilities, safety, and administrative requirements.

6.3 OWNER'S RIGHT TO CLEAN UP
If a dispute arises among the Contractor, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and allocate the cost among those responsible.

ARTICLE 7
CHANGES IN THE WORK

7.1 GENERAL

7.1.1
Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this **Article 7** and elsewhere in the Contract Documents.

7.1.2
A Change Order shall be based upon agreement among the Owner, Contractor and Architect; a Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor; an order for a minor change in the Work may be issued by the Owner or Architect alone.

7.1.3
Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work. Except as permitted in **Section 7.3** and **Paragraph 9.7.2**, a change in the Contract Sum or the Contract Time shall be accomplished only by Change Order. Accordingly, no course of conduct or dealings between the parties, nor express or implied acceptance of alterations or additions to the Work, and no claim that Owner has been unjustly enriched by any alteration of or addition to the Work, whether or not there is, in fact, any unjust enrichment to the Work, shall be the basis of any Claim to an increase in any amounts due under the Contract Documents or a change in any time period provided for in the Contract Documents.

7.2 CHANGE ORDERS

7.2.1
A Change Order is a written instrument signed by the Owner, Contractor and Architect stating their agreement upon all of the following:

.1 The change in the Work;

.2 The amount of the adjustment, if any, in the Contract Sum; and

.3 The extent of the adjustment, if any, in the Contract Time.

7.2.2
Contractor's Change Order shall set forth in clear and precise detail breakdowns of labor and materials for all trades involved and the estimated impact on the dates of Substantial Completion. Contractor shall furnish supporting data as reasonably requested by Owner.

7.2.3
Agreement on any Change Order shall constitute a final settlement of all matters relating to the change in the Work that is the subject of the Change Order, including, but not limited to, all direct and indirect costs associated with such change and any and all adjustments to the Contract Sum and the construction schedule.

7.3 CONSTRUCTION CHANGE DIRECTIVES

7.3.1
A Construction Change Directive is a written order signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

7.3.2
A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

7.3.3
If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

.1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;

.2 Unit prices stated in the Contract Documents or subsequently agreed upon;

.3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or

.4 As provided in **Paragraph 7.3.7**.

7.3.4
If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

7.3.5
Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

7.3.6
A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

7.3.7
If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Owner shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Contract, or if no such amount is set forth in the Contract, a reasonable amount. In such case, and also under **Paragraph 7.3.3.3**, the Contractor shall keep and present, in such form as the Owner or Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this **Paragraph 7.3.7** shall be limited to the following:

.1 Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;

.2 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;

.3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;

.4 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and

.5 Additional costs of supervision and field office personnel directly attributable to the change.

7.3.8

The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Owner or the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

7.3.9

Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Owner will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Owner determines to be reasonably justified. The Owner's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of Contractor to disagree and assert a Claim in accordance with **Article 15**.

7.3.10

When the Owner and Contractor agree with a determination made concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

7.4 MINOR CHANGES IN THE WORK

If permitted in the agreement between Owner and Architect, the Architect has authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents.

ARTICLE 8
TIME

8.1 CONTRACT TIME

TIME IS AN ESSENTIAL ELEMENT OF THE CONTRACT. The Contract Time is the time between the dates indicated in the Notice to Proceed for commencement of the Work and for achieving Substantial Completion. The Contract Time can be modified only by Change Order. Failure to achieve Substantial Completion within the Contract Time, as otherwise agreed to in writing, will cause damage to Owner and may subject Contractor to liquidated damages as provided in the Contract. If Contractor fails to achieve Final Completion within **thirty (30) calendar days** after Substantial Completion or a mutually agreed upon longer period of time between Contractor and Owner, Contractor shall be responsible for Owner's additional inspection, project management, and maintenance cost to the extent caused by Contractor's failure to achieve Final Completion.

8.2 NOTICE TO PROCEED

Owner will issue a Notice to Proceed which shall state the dates for beginning the Work and for achieving Substantial Completion of the Work.

8.3 WORK PROGRESS SCHEDULE

Unless indicated otherwise, Contractor shall submit to Owner and Architect the initial Work Progress Schedule for the Work in relation to the entire Project not later than **twenty-one (21) calendar days** after the effective date of the Notice to Proceed. Unless indicated otherwise, the Work Progress Schedule shall be computerized Critical Path Method (CPM) with fully editable logic. This initial schedule shall indicate the dates for starting and completing the various aspects required to complete the Work, including mobilization, procurement, installation, testing, inspection, delivery of Close-out Documents, and acceptance of all the Work of the Contract. When acceptable to Owner, the initially accepted schedule shall be the Baseline Schedule for comparison to actual conditions throughout the Contract duration.

8.3.1 SCHEDULE REQUIREMENTS

Contractor shall submit electronic and paper copy of the initial Work Progress Schedule reflecting accurate and reliable representations of the planned progress of the Work, the Work to date if any, and of Contractor's actual plans for its completion. Contractor shall organize and provide adequate detail, so the schedule is capable of measuring and forecasting the effect of delaying events on completed and uncompleted activities.

.1 Contractor shall resubmit initial schedule as required to address review comments from Architect and Owner until such schedule is accepted as the Baseline Schedule.

.2 Submittal of a schedule, schedule revision or schedule update constitutes Contractor's representation to Owner of the accurate depiction of all progress to date and that Contractor will follow the schedule as submitted in performing the Work.

8.3.2 SCHEDULE UPDATES

Contractor shall update the Work Progress Schedule and the Submittal Register monthly, as a minimum, to reflect progress to date and current plans for completing the Work, while maintaining original schedule as Baseline Schedule and submit electronic copies of the update to Owner and Architect as directed, but as a minimum with each request for payment. Owner has no duty to make progress payments unless accompanied by the updated Work Progress Schedule. Show the anticipated date of completion reflecting all extensions of time granted through Change Order as of the date of the update. Contractor may revise the Work Progress Schedule when in Contractor's judgment it becomes necessary for the management of the Work. Contractor shall identify all proposed changes to schedule logic to Owner and to Architect via an executive summary accompanying the updated schedule for review prior to final implementation of revisions into a revised Baseline Schedule. Schedule changes that materially impact Owner's operations shall be communicated promptly to Owner and Architect and shall not be incorporated into the revised Baseline Schedule without Owner's consent.

8.3.3

The Work Progress Schedule is for Contractor's use in managing the Work and submittal of the schedule, and successive updates or revisions, is for the information of Owner and to demonstrate that Contractor has complied with requirements for planning the Work. Owner's acceptance of a schedule, schedule update, or revision constitutes Owner's agreement to coordinate its own activities with Contractor's activities as shown on the schedule.

.1 Acceptance of the Work Progress Schedule, or update and/or revision thereto does not indicate any approval of Contractor's proposed sequences and duration.

.2 Acceptance of a Work Progress Schedule update or revision indicating early or late completion does not constitute Owner's consent, alter the terms of the Contract, or waive either Contractor's responsibility for timely completion or Owner's right to damages for Contractor's failure to do so.

.3 Scheduled dates for completion of any activity or the entire Work do not constitute a change in terms of the Contract. Change Orders are the only method of modifying the Substantial Completion Date(s) and Contract Time.

8.4 COMPLETION OF WORK

Contractor is accountable for completing the Work within the Contract Time stated in the Contract, or as otherwise amended by Change Order.

8.4.1

If, in the judgment of Owner, the work is behind schedule and the rate of placement of Work is inadequate to regain scheduled progress to ensure timely completion of the entire Work or

a separable portion thereof, Contractor, when so informed by Owner, shall immediately take action to increase the rate of work placement by:

.1 An increase in working forces.

.2 An increase in equipment or tools.

.3 An increase in hours of work or number of shifts.

.4 Expedite delivery of materials.

.5 Other action proposed, if acceptable to Owner.

8.4.2
Within **ten (10) calendar days** after such notice from Owner, Contractor shall notify Owner in writing of the specific measures taken or planned to increase the rate of progress. Contactor shall include an estimate as to the date of scheduled progress recovery and an updated Work Progress Schedule illustrating Contractor's plan for achieving timely completion of the Project. Should Owner deem the plan of action inadequate, Contractor shall take additional steps or make adjustments, as necessary, to its plan of action until it meets with Owner's approval.

8.5 MODIFICATION OF CONTRACT TIME

8.5.1
Delays and extension of time as hereinafter described are valid only if executed in accordance with provisions set forth in **Article 7**.

8.5.2
When a delay defined herein as excusable prevents Contractor from completing the Work within the Contract Time, Contractor is entitled to an extension of time. Owner will make an equitable adjustment and extend the number of days lost because of excusable delay or Weather Days, as measured by Contractor's progress schedule. All extensions of time will be granted in calendar days. In no event, however, will an extension of time be granted for delays that merely extend the duration of non-critical activities without delaying the project Substantial Completion date(s).

.1 A "Weather Day" is a day on which Contractor's current schedule indicates Work is to be done, and on which inclement weather or related site conditions prevent Contractor from performing **seven (7) continuous hours** of Work on the critical path between the hours of 7:00 a.m. and 6:00 p.m.

A. Weather days are excusable delays and, in the event of precipitation, Contractor may claim **one (1) Weather Day** for each day of the duration of the precipitation plus an additional day for each **tenth (1/10th) of an inch** of accumulation as determined by a third-party website agreed upon by Owner and Contractor.

B. At the end of each calendar month, Contractor shall submit to Owner and Architect a list of Weather Days occurring in that month along with documentation of the impact on critical activities. Based on confirmation by Owner, any time extension granted will be issued by Change Order. If Contractor and Owner cannot agree on the time extension, Owner may issue a Construction Change Directive (CCD) for a fair and reasonable time extension.

.2 Excusable Delay. Contractor is entitled to an equitable adjustment of the Contract Time, issued via Change Order, for delays caused by the following:

A. Errors, omissions, and imperfections in design, which Architect corrects by means of changes in the Drawings and Specifications.

B. Unanticipated physical conditions at the Site, which Architect corrects by means of changes to the Drawings and Specifications or for which Owner directs changes in the Work identified in the Contract Documents.

C. Failure of Owner to have secured property, right-of-way, or easements necessary for Work to begin or progress.

D. Changes in the Work that effect activities identified in Contractor's schedule as "critical" to completion of the entire Work, if such changes are ordered by Owner or recommended by Architect and ordered by Owner.

E. Suspension of Work for unexpected natural events, Force Majeure (sometimes called "acts of God"), civil unrest, strikes or other events which are not within the reasonable control of Contractor.

F. Suspension of Work for convenience of Owner, which prevents Contractor from completing the Work within the Contract Time.

G. Administrative delays caused by activities or approval requirements related to an Authority Having Jurisdiction.

8.5.3

Contractor's relief in the event of such delays is the time impact to the critical path as determined by analysis of Contractor's schedule. In the event that Contractor incurs additional direct costs because of the excusable delays other than described in **Subparagraph**

8.5.2.2.D and within the reasonable control of Owner, the Contract Sum and Contract Time are to be equitably adjusted by Owner pursuant to the provisions of **Article 7**.

8.6 NO DAMAGES FOR DELAY

Due to the unique requirements of working within a public facility which may be shared with other user-groups and adjacent to other public facilities, Owner may, at any time, restrict the Work to non-disruptive activities to reduce noise, vibration, air pollution, or any other nuisance, intrusion, or danger affecting adjacent public functions and duties. In each case, Owner will make a good faith effort to provide sufficient advanced notice of restriction to Contractor; and, Contractor shall make a good faith effort to reallocate activities, materials, and forces onsite to avoid delay to the project schedule. Contractor has no claim for monetary damages for delay or hindrances to the Work from any cause, including, without limitation, any act or omission of Owner.

8.7 CONCURRENT DELAY

When the completion of the Work is simultaneously delayed by an excusable delay and a delay arising from a cause not designated as excusable, Contractor may not be entitled to a time extension for the period of concurrent delay.

8.8 OTHER TIME EXTENSION REQUESTS

Time extensions requested in association with changes to the Work directed or requested by Owner shall be included with Contractor's proposed costs for such change. Time extensions requested for inclement weather are covered by **Paragraph 8.5.2.1** above. If Contractor believes that the completion of the Work is delayed by a circumstance other than for changes directed to the Work or weather, they shall give Owner written notice, stating the nature of the delay and the activities potentially affected, within **five (5) calendar days** after the onset of the event or circumstance giving rise to the excusable delay. Contractor shall provide sufficient written evidence to document the delay. In the case of a continuing cause of delay, only one claim is necessary. State claims for extensions of time in numbers of whole or half days.

8.8.1

Within **ten (10) calendar days** after the cessation of the delay, Contractor shall formalize its request for extension of time in writing to include a full analysis of the schedule impact of the delay and substantiation of the excusable nature of the delay. All changes to the Contract Time or made as a result of such claims is by Change Order, as set forth in **Article 7**.

8.8.2

No extension of time releases Contractor or the Surety furnishing a performance or payment bond from any obligations under the Contract or such a bond. Those obligations remain in full force until the discharge of the Contract.

8.8.3 CONTENTS OF TIME EXTENSION REQUESTS

Contractor shall provide with each Time Extension Request a quantitative demonstration of the impact of the delay on project completion time, based on the Work Progress Schedule. Contractor shall include with Time Extension Requests a reasonably detailed narrative setting forth:

.1 The nature of the delay and its cause; the basis of Contractor's claim of entitlement to a time extension.

.2 Documentation of the actual impacts of the claimed delay on the critical path indicated in Contractor's Work Progress Schedule, and any concurrent delays.

.3 Description and documentation of steps taken by Contractor to mitigate the effect of the claimed delay, including, when appropriate, the modification of the Work Progress Schedule.

8.8.4 OWNER'S RESPONSE

Owner will respond to the Time Extension Request by providing to Contractor written notice of the number of days granted, if any, and giving its reason if this number differs from the number of days requested by Contractor.

.1 Owner will not grant time extensions for delays that do not affect the Contract Substantial Completion date.

.2 Owner will respond to each properly submitted Time Extension Request within **fifteen (15) calendar days** following receipt. If Owner cannot reasonably make a determination about Contractor's entitlement to a time extension within that time, Owner will notify Contractor in writing. Unless otherwise agreed by Contractor, Owner has no more than **fifteen (15) additional calendar days** to prepare a final response. If Owner fails to respond within **forty-five (45) calendar days** from the date the Time Extension Request is received, Contractor is entitled to a time extension in the amount requested.

8.9 FAILURE TO COMPLETE WORK WITHIN THE CONTRACT TIME

TIME IS AN ESSENTIAL ELEMENT OF THE CONTRACT. Contractor's failure to substantially complete the Work within the Contract Time or to achieve Substantial Completion as required will cause damage to Owner. These damages shall be liquidated by agreement of Contractor and Owner, in the amount per day as set forth in the Contract.

8.10 LIQUIDATED DAMAGES

Owner may collect liquidated damages due from Contractor directly or indirectly by reducing the Contract Sum in the amount of liquidated damages stated in the Contract.

ARTICLE 9
PAYMENTS AND COMPLETION

9.1 CONTRACT SUM

The Contract Sum is stated in the Contract and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

9.2 SCHEDULE OF VALUES

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price ("GMP"), the Contractor shall submit to the Owner and Architect, before the first Application for Payment, a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. This schedule, unless objected to by the Owner, shall be used as a basis for reviewing the Contractor's Applications for Payment.

9.3 APPLICATIONS FOR PAYMENT

9.3.1

As provided in the Contract and in the Contract Documents, the Contractor shall submit to the Owner and Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under **Section 9.2**., for completed portions of the Work. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner or Architect may require, such as copies of requisitions from Subcontractors and material suppliers, and shall reflect retainage if provided for in the Contract Documents.

.1 As provided in **Paragraph 7.3.9**, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Owner or the Architect, but not yet included in Change Orders.

.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or material supplier, unless such Work has been performed by others whom the Contractor intends to pay.

.3 If requested by Owner or required elsewhere in the Contract Documents, Each Application for Payment shall be accompanied by the following, all in a form and substance satisfactory to the Owner:

a) With each Application for Payment: a current Sworn Statement from the Contractor setting forth all Subcontractors and all material suppliers with whom the Contractor has subcontracted, the amount of each such subcontract, the amount requested for any Subcontractor or material supplier in the Application for Payment, and the amount to be paid to the Contractor from such progress payment;

b) With each Application for Payment: a duly executed Conditional Waiver and Release on Progress Payment from the Contractor and Subcontractors establishing receipt of payment or satisfaction of the payment requested by the Contractor in the current Application for Payment;

c) Commencing with the second Application for Payment submitted by the Contractor, a duly executed Unconditional Waiver and Release on Progress Payment from Contractor and all Subcontractors, material suppliers and, where appropriate, lower tier subcontractors that have billed more than **five thousand dollars ($5,000)** on a single application of payment, establishing receipt of payment or satisfaction of payment of all amounts requested on behalf of such entities and disbursed prior to submittal by the Contractor of the current Application for Payment;

d) With the Final Application for Payment: Contractor shall submit a Conditional Waiver and Release on Final Payment as required by **Texas Property Code, §53.284**. Upon receipt of final payment, Contractor shall submit an Unconditional Waiver and Release on Final Payment as required by **Texas Property Code, §53.284**; and

e) Such other information, documentation, and materials as the Owner, or the title insurer may require in order to ensure that Owner's property is free of lien claims. Such other documents may include, without limitation, original copies of lien or bond claim releases suitable for filing with the County Clerk in Williamson County, Texas.

9.3.2

Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

9.3.3

The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, bond claims, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

.1 The Contractor further expressly undertakes to defend Owner, at the Contractor's sole expense, against any actions, lawsuits, or proceedings brought against Owner as a result of liens filed against the Work, the site of any of the Work, the Project site and any improvements thereon, or any portion of the property of any of Owner (referred to collectively as "liens" in this **Paragraph 9.3.3**), provide the Owner has paid Contractor pursuant to the requirements of the Contract Documents. The Contractor hereby agrees to indemnify and hold Owner harmless against any such liens or claims of lien and agrees to pay any judgment or lien resulting from any such actions, lawsuits, or proceedings.

.2 The Owner shall release any payments withheld due to a lien or bond claims if the Contractor obtains security acceptable to the Owner, however, the Contractor shall not be relieved of any responsibilities or obligations under this **Paragraph 9.3.3**, including, without limitation, the duty to defend and indemnify Owner.

.3 Retainage. The Owner shall withhold from each progress payment, as retainage, **five percent (5%)** of the total earned amount. Retainage so withheld shall be managed in conformance with **Texas Government Code, Chapter 2252, Subchapter B**. Any request for reduction or release of retainage shall be accompanied by written consent of the Contractor's Surety. No such request shall be made until the Contractor has earned at least **sixty-five percent (65%)** of the total Contract Sum.

.4 For purposes of **Texas Government Code, §2251.021 (a)(2)**, the date the performance of service is completed is the date when the Owner's representative approves the Application for Payment.

9.4 CERTIFICATES FOR PAYMENT

9.4.1

The Architect will, within **seven (7) business days** after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the

Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in **Paragraph 9.5.1**.

9.4.2

The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data comprising the Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

9.5 DECISIONS TO WITHHOLD CERTIFICATION

9.5.1

The Owner or Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Owner or Architect's opinion the representations to the Owner required by **Paragraph 9.4.2** cannot be made. If the Owner or Architect is unable to certify payment in the amount of the Application, the Owner or Architect will notify the Contractor. If the Contractor and Architect, or Contractor and Owner, as the case may be, cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount that can be certified. The Owner or Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Owner or Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in **Paragraph 3.3.2**, because of

.1 defective Work not remedied;

.2 third party claims filed or reasonable evidence indicating probable filing of such claims;

.3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;

.4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;

.5 damage to the Owner or a separate contractor;

.6 failure to maintain the scheduled progress, or reasonable evidence that the Work will not be completed within the Contract Time;

.7 failure to comply with the requirements of **Texas Government Code, Chapter 2258** (Prevailing Wage Law);

.8 failure to include sufficient documentation to support the amount of payment requested for the Project;

.9 failure to obtain, maintain, or renew insurance coverage, payment/performance bonds or warranty bond required by the Contract Documents; or

.10 repeated failure to carry out the Work in accordance with the Contract Documents.

9.5.2
When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

9.6 PROGRESS PAYMENTS

9.6.1
The Owner shall make payment in the manner and within the time provided in the Contract Documents and in accordance with **Texas Government Code, Chapter 2251**.

9.6.2
The Contractor shall pay each Subcontractor no later than **ten (10) calendar days** after receipt of payment from the Owner the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

9.6.3
The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers amounts paid by the

Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within **seven (7) calendar days**, the Owner shall have the right to contact Subcontractors to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor, except as may otherwise be required by law.

9.6.4
Contractor payments to material and equipment suppliers shall be treated in a manner similar to that provided in **Paragraph 9.6.2**.

9.6.5
A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

9.7 FAILURE OF PAYMENT

9.7.1
If the Architect is required to issue Certificates for Payment and, through no fault of the Contractor, the Architect fails to timely issue Certificates for Payment in the time permitted in the Contract Documents, or if the Owner does not pay the Contractor by the date established in the Contract Documents, then the Contractor may, upon **twenty-one (21) business days** written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received.

9.7.2
If the Owner is entitled to reimbursement or payment from the Contractor under or pursuant to the Contract Documents, such payment shall be made promptly upon demand by the Owner. Notwithstanding anything contained in the Contract Documents to the contrary, if the Contractor fails to promptly make any payment due the Owner, or if the Owner incurs any costs and expenses to cure any default of the Contractor or to correct defective work, the Owner shall have an absolute right to offset such amount against the Contract Sum and may, in the Owner's sole discretion, elect either to (1) deduct an amount equal to that which the Owner is entitled from any payment then or thereafter due the Contractor from the Owner, or (2) issue a written notice to the Contractor reducing the Contract Sum by an amount equal to that which the Owner is entitled.

9.8 SUBSTANTIAL COMPLETION

9.8.1
Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use; provided, however, that as a

condition precedent to Substantial Completion, the Owner has received all certificates of occupancy and any other permits, approvals, licenses, and other documents from any governmental authority having jurisdiction thereof necessary for the beneficial occupancy of the Project.

9.8.2
When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Owner and Architect a comprehensive list of items to be completed or corrected prior to final payment (punch list). Failure to include an item on the punch list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

9.8.3
Upon receipt of the Contractor's punch list, the Owner and Architect will examine the Work to determine whether the Work or designated portion thereof is substantially complete. If the Owner and/or Architect's examination discloses any item, whether or not included on the Contractor's punch list, that is not sufficiently complete in accordance with the Contract Documents, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Owner or Architect. In such case, the Contractor shall then submit a request for another examination by the Owner or Architect to determine Substantial Completion.

9.8.4
When the Work or designated portion thereof is substantially complete, the Architect, if required by the Contract Documents, or Owner will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Unless otherwise provided, Contractor shall complete all items on the punch list within **thirty (30) calendar days** of Substantial Completion. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

9.8.5
The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage.

9.9 PARTIAL OCCUPANCY OR USE

9.9.1

The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under **Paragraph 11.3.1.5**, the surety, and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under **Paragraph 9.8.2**. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld.

9.9.2

Immediately prior to partial occupancy or use, the Owner, Contractor and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

9.9.3

Partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

9.10 FINAL COMPLETION AND FINAL PAYMENT

9.10.1

Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Owner and Architect will make such inspection and, when the Owner and Architect find the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in **Paragraph 9.10.2** as precedent to the Contractor's being entitled to final payment have been fulfilled. All warranties and guarantees required under or pursuant to the Contract Documents shall be assembled and delivered by the Contractor to the Architect as part of the final Application for Payment. The final Certificate for Payment will not be issued by the Architect until all warranties and guarantees have been received and accepted by the Owner.

9.10.2

Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Owner and Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work have been paid or otherwise satisfied, within the period of time required by **Texas Government Code, Chapter 2251**, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least **thirty (30) business days** prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety to final payment, (5) a warranty bond in a form acceptable to Owner, and (6) other data establishing payment or satisfaction of obligations, such as receipts, unconditional full and final releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner.

9.10.3

The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

.1 Claims, security interests or encumbrances arising out of the Contract and unsettled;

.2 failure of the Work to comply with the requirements of the Contract Documents; or

.3 terms of warranties required by the Contract Documents.

9.10.4

Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10
PROTECTION OF PERSONS AND PROPERTY

10.1 SAFETY PRECAUTIONS AND PROGRAMS

The Contractor and its Subcontractors shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

10.2 SAFETY OF PERSONS AND PROPERTY

10.2.1
The Contractor and its Subcontractors shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to

.1 employees on the Work and other persons who may be affected thereby;

.2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and

.3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement during construction.

10.2.2
The Contractor and its Subcontractors shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury, or loss. Notwithstanding any language to the contrary, the Owner shall not have any responsibility for job site inspections or safety recommendations. Any inspections or observations by the Owner or the Architect are solely for the benefit of the Owner and shall not create any duties or obligations to anyone else.

10.2.3
The Contractor and its Subcontractors shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

10.2.4
When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

10.2.5
The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in **Paragraphs 10.2.1.2 and 10.2.1.3** caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under **Paragraphs 10.2.1.2 and 10.2.1.3**, except damage or loss attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of

the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under **Section 3.18**.

10.2.6
The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

10.2.7
The Contractor and its Subcontractors shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

10.2.8 Injury or Damage to Person or Property
If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding **twenty-one (21) calendar days** after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

10.2.9
When all or a portion of the Work is suspended for any reason, the Contractor shall securely fasten down all covering and fully protect the Work, as necessary, from injury or damage by any cause.

10.2.10
The Contractor shall promptly report in writing to the Owner and Architect all accidents arising out of or in connection with the Work that cause death, personal injury, or property damage.

10.3 HAZARDOUS MATERIALS

10.3.1
The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing.

10.3.2

Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written notice from the Owner.

10.3.3

The Owner shall not be responsible under this **Section 10.3** for materials or substances the Contractor brings to the site unless such materials or substances are expressly required by the Contract Documents. The Owner shall be responsible for materials or substances expressly required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

10.3.4

The Contractor shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Contractor brings to the site or negligently handles, or (2) where the Contractor fails to perform its obligations under **Paragraph 10.3.1**, except to the extent that the cost and expense are due to the Owner's fault or negligence.

10.4 EMERGENCIES

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time, if any, claimed by the Contractor on account of an emergency shall be determined as provided in **Article 7** and **Article 15**.

ARTICLE 11
INSURANCE AND BONDS

11.1 CONTRACTOR'S LIABILITY INSURANCE

11.1.1

The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

.1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;

.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;

.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;

.4 Claims for damages insured by usual personal injury liability coverage;

.5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;

.6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;

.7 Claims for bodily injury or property damage arising out of completed operations, which coverage shall be maintained for no less than **four (4) years** following final payment; and

.8 Claims involving contractual liability insurance applicable to the Contractor's obligations under **Section 3.18**.

11.1.2

The insurance required by **Paragraph 11.1.1** shall be written for not less than limits of liability specified in the Contract or the Contract Documents. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

11.1.3

Unless otherwise provided, copies of the insurance policies, in form acceptable to the Owner, shall be provided to Owner within **thirty (30) calendar days** of Owner's request. Except as otherwise provided, all of the policies provided shall name Owner as an additional insured, and such policies shall immediately deliver to Owner copies of all such insurance policies, together with certificates by the insurer evidencing Owner's coverage there under. Each policy of insurance obtained by Contractor pursuant to the Contract Documents shall provide, by endorsement or otherwise (1) that such policy shall not be canceled, endorsed, altered or reissued to effect a change in coverage for any reason or to any extent whatsoever unless the insurer shall have first given Owner and Lender at least **thirty (30) calendar days** prior written notice thereof, and (2) that Owner may, but shall not be obligated to, make premium payments to prevent the cancellation, endorsement, alteration or reissuance of such

policy and such payments shall be accepted by the insurer to prevent the same. Such policies shall provide, by endorsement or otherwise, that Contractor shall be solely responsible for the payment of all premiums under the policies, and that Owner shall have no obligation for the payment thereof, notwithstanding that Owner is named as additional insured under the policy. Any insured loss or claim of loss shall be adjusted to the Owner, and any settlement payments shall be made payable to the Owner as a trustee for the insureds, as their interests may appear. Upon the occurrence of an insured loss or claim of loss, monies received will be held by Owner who shall make distribution in accordance with an agreement to be reached in such event between Owner and Contractor. If the parties are unable to agree between themselves on the settlement of the loss, such dispute shall be resolved in accordance with **Article 15**, below, but the Work of the Project shall nevertheless progress during any such period of dispute without prejudice to the rights of any party to the dispute. The Contractor shall be responsible for any loss within the deductible area of the policy. If Owner is damaged by the failure of Contractor to purchase or maintain such insurance, then Contractor shall bear all costs properly attributable thereto. The Contractor shall affect and maintain similar property insurance on portions of the Work stored off the site or in transit when such portions of the Work are to be included. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until Final Completion of the Project.

11.1.4

The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

11.2 OWNER'S LIABILITY INSURANCE

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

11.3 PROPERTY INSURANCE

11.3.1

Unless otherwise provided in the Contract Documents, the Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in **Section 9.10** or until no

person or entity other than the Owner has an insurable interest in the property required by this **Section 11.3** to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

.1 Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss as well as coverage for building materials while in transit or building materials suitably stored at a temporary location. Property insurance provided by the Contractor shall not cover any tools, apparatus, machinery, scaffolding, hoists, forms, staging, shoring, and other similar items commonly referred to as construction equipment that may be on the site and the capital value of which is not included in the Work. The Contractor shall make its own arrangements for any insurance it may require on such construction equipment. Any such policy obtained by the Contractor under this **Paragraph 11.3.1** shall include a waiver of subrogation in accordance with the requirements of **Paragraph 11.3.4**.

.2 If the Contractor does not intend to purchase such property insurance required by the Contract and with all of the coverages in the amount described above, the Contractor shall so inform the Owner in writing prior to commencement of the Work. If the Owner is damaged by the failure or neglect of the Contractor to purchase or maintain insurance as described above, without so notifying the Owner in writing, then the Contractor shall bear all reasonable costs properly attributable thereto.

.3 Contractor shall be responsible for any deductibles to the extent that the loss arose out of or was cause by Contractor's negligence or breach of the Contract.

.4 This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.

.5 Partial occupancy or use in accordance with **Section 9.9** shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

11.3.2 WAIVERS OF SUBROGATION

The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect's consultants, separate contractors described in **Article 6**, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent of actual recovery of any insurance proceeds under any property insurance obtained pursuant to this **Section 11.3** or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance. However, this waiver shall not apply to property insurance purchased by Owner after completion of the Work or Final Payment, whichever comes first. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in **Article 6**, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

11.3.3

A loss insured under the property insurance shall be adjusted in good faith and made payable to the Owner in good faith for the insureds, as their interests may appear. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

11.4 BONDS

11.4.1

The Contractor is required to tender to Owner, prior to commencing the Work, performance and payment bonds, as required by law. In the event Contractor fails to provide such bonds within the time provided by the Contract, Owner may immediately, upon notice of such failure, or within a reasonable time thereafter, at its sole option and discretion: (1) void this Contract in its entirety; or (2) procure such bonds on behalf of the Contractor, deducting such amounts from the Contract Sum. In the event Owner voids the Contract under this **Section 11.4**, Contractor may forfeit its bid bond.

11.4.2

A Performance Bond is required if the Contract Sum is in excess of **fifty thousand dollars ($50,000)**. The performance bond is solely for the protection of the Owner, in the full amount of the Contract Sum and conditioned on the faithful performance of the Work in accordance with the Contract Documents. The form of the bond shall be approved by the Owner.

11.4.3
A Payment Bond is required if the Contract Sum is in excess of **twenty-five thousand dollars ($25,000)**. A payment bond is payable to the Owner, in the full amount of the Contract Sum and solely for the protection and use of payment bond beneficiaries who have a direct contractual relationship with the Contractor or a supplier of required materials or labor. The form of bond shall be approved by the Owner.

11.4.4 Warranty Bond.
Prior to final final payment, Contractor shall provide Owner with a Warranty Bond in the sum of ten percent (10%) of the Contract Sum or ten percent (10%) of the GMP for Construction Manager At-Risk Contracts for twelve (12) months from Substantial Completion of the Work. The form of bond shall be approved by the Owner.

11.4.5
Corporate sureties authorized to issue bonds shall be qualified and comply with relevant provisions of the Texas Insurance Code.

11.4.6
Each bond shall be executed by a corporate surety or sureties authorized to do business in the State of Texas and acceptable to the Owner. If any bond is for more than **ten percent (10%)** of the surety's capital and surplus, the Owner may require certification that the company has reinsured the excess portion with one or more reinsurers authorized, accredited, or trusteed to do business in the State. A reinsurer may not reinsure for more than **ten percent (10%)** of its capital and surplus. If a surety upon a bond loses its authority to do business in the State, the Contractor shall within **thirty (30) calendar days** after such loss furnish a replacement bond at no added cost to the Owner.

11.4.7
Each bond shall be accompanied by a valid Power-of-Attorney (issued by the surety company and attached, signed and sealed with the corporate embosses seal, to the bond) authorizing the attorney in fact who signs the bond to commit the company to the terms of the bond, and stating any limit in the amount for which the attorney can issue a single bond.

11.4.8
The process of requiring and accepting bonds and making claims thereunder shall be conducted in compliance with **Texas Government Code, Chapter 2253**. If for any reason a statutory payment or performance bond is not honored by the surety, the Contractor shall fully indemnify and hold the Owner harmless of and from any costs, losses, obligations or liabilities it incurs as a result.

11.4.9
Owner shall furnish certified copies of a payment bond and the related Contract between Owner and Contractor to any qualified person seeking copies who complies with **Texas Government Code, §2253.026**.

11.4.10 Claims on Payment Bonds.
Claims on payment bonds must be sent directly to the Contractor and its surety in accordance with Texas Government Code, §2253.041. All Payment Bond claimants are cautioned that no lien exists on the funds unpaid to the Contractor on such contract, and that reliance on notices sent to the Owner may result in loss of their rights against the Contractor and/or its surety. The Owner is not responsible in any manner to a claimant for collection of unpaid bills, and accepts no such responsibility because of any representation by any agent or employee.

11.4.11 Payment Claims when Payment Bond not Required.
When the value of the Contract between Owner and the Contractor is less than twenty-five thousand dollars ($25,000), claimants and their rights are governed by Texas Property Code, §53.231-239. These provisions set out the requirements for filing a valid lien on funds unpaid to the Contractor as of the time of filing the claim, actions necessary to release the lien and satisfaction of such claims.

11.4.12
Sureties shall be listed on the **Department of the Treasury's Listing of Approved Sureties** stating companies holding Certificates of Authority as acceptable sureties on Federal Bonds and acceptable reinsuring companies (Department Circular 570).

11.5 GENERAL REQUIREMENTS

11.5.1
Unless otherwise provided in the Contract Documents, all insurance coverage procured by the Contractor shall be provided by insurance companies having policy holder ratings no lower than "A" and financial ratings not lower than "VIII" in the Best's Insurance Guide, the latest edition in effect as of the date of the Contract, and subsequently in effect at the time of renewal of any policies required by the Contract Documents.

11.5.2
If the Owner is damaged by failure of the Contractor to purchase or maintain insurance required under this **Article 11**, then the Contractor shall bear all reasonable costs (including attorneys' fees and court and settlement expenses) properly attributable thereto.

ARTICLE 12
UNCOVERING AND CORRECTION OF WORK

12.1 UNCOVERING OF WORK

12.1.1
If a portion of the Work is covered contrary to the Owner or Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Owner or Architect, be uncovered for examination and be replaced at the Contractor's expense without change in the Contract Time. If prior to the date of Substantial Completion the Contractor, a Subcontractor, or anyone for whom either is responsible uses or damages any portion of the Work (other than start-up), including, without limitation, mechanical, electrical, plumbing, and other building systems, machinery, equipment, or other mechanical device, the Contractor shall cause such item to be restored to "like new" condition at no expense to the Owner.

12.1.2
If a portion of the Work has been covered that the Owner or Architect has not specifically requested to examine prior to its being covered, the Owner or Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

12.2 CORRECTION OF WORK

12.2.1
The Contractor shall promptly correct Work rejected by the Owner or Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

12.2.2 AFTER SUBSTANTIAL COMPLETION

.1 In addition to the Contractor's obligations under **Section 3.5**, if, within **one (1) year** after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under **Paragraph 9.9.1**, or by terms of an applicable special warranty required by the Contract Documents, any

of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so. The Owner shall give such notice promptly after discovery of the condition. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may, without prejudice to any other remedies, correct it in accordance with **Section 2.4** or file a claim with the surety of any applicable warranty bond.

.2 The **one (1)-year** period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

12.2.3

The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

12.2.4

The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

12.2.5

Nothing contained in this **Section 12.2** shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the **one (1)-year** period for correction of Work as described in **Paragraph 12.2.2** relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

12.3 ACCEPTANCE OF NONCONFORMING WORK

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13
MISCELLANEOUS PROVISIONS

13.1 GOVERNING LAW

The Contract shall be governed by the law of Williamson County, Texas.

13.2 SUCCESSORS AND ASSIGNS

The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Except as provided in the Contract Documents or by law, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

13.3 WRITTEN NOTICE

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

13.4 RIGHTS AND REMEDIES

13.4.1

Except as expressly provided in the Contract Documents, duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

13.4.2

No action or failure to act by the Owner, Architect or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.

13.5 TESTS AND INSPECTIONS

13.5.1

Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority. The Contractor shall give the Owner and Architect timely notice of when and where tests and inspections are to be made so that the Owner and Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals where building

codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Contractor.

13.5.2
If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under **Paragraph 13.5.1**, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Owner and Architect of when and where tests and inspections are to be made so that the Owner and Architect may be present for such procedures.

13.5.3
If such procedures for testing, inspection or approval under **Paragraphs 13.5.1 and 13.5.2** reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure including those of repeated procedures and compensation for the Architect's services and expenses shall be at the Contractor's expense. The Contractor also agrees the cost of testing services related to remedial operations performed to correct deficiencies in the Work, shall be borne by the Contractor.

13.5.4
Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Owner and Architect.

13.5.5
If the Architect is to observe tests, inspections or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

13.5.6
Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

13.6 INTEREST
The rate of interest that accrues on an overdue payment is the rate in effect on September 1 of the fiscal year in which the payment becomes overdue. The rate in effect on September 1 is equal to the sum of:

13.6.1
one percent (1%); and

13.6.2

the prime rate as published in the Wall Street Journal on the **first (1st) day of July** of the preceding fiscal year that does not fall on a Saturday or Sunday pursuant to **Texas Government Code, §2251.025**.

13.7 TIME LIMITS ON CLAIMS

The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the time limits provided by law. Nothing herein shall be construed as shortening the period of time Owner has for commencing claims to less than what is required by law.

13.8 APPLICATION TO SUBCONTRACTS

Any specific requirement in the Contract that the responsibilities or obligations of Contractor also apply to a Subcontractor is added for emphasis and are also hereby deemed to include a Subcontractor of any tier. The omission of a reference to a Subcontractor in connection with any of Contractor's responsibilities or obligations shall not be construed to diminish, abrogate or limit any responsibilities or obligations of a Subcontractor of any tier under the Contract Documents or the applicable subcontract.

13.9 GENERAL PROVISIONS

13.9.1

All personal pronouns used in the Contract, whether used in the masculine, feminine, or neuter gender, shall include all other genders; and the singular shall included the plural and vice versa. Titles of articles, sections, and paragraphs are for convenience only and neither limit nor amplify the provisions of the Contract. The use herein of the word "including," when following any general statement, term, or matter, shall not be construed to limit such statement, term, or matter to the specific items or matters set forth immediately following such word or to similar items or matters, whether or not non-limiting language (such words as "without limitation," or "but not limited to," or words of similar import) is used with reference thereto, but rather shall be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such general statement, term, or matter.

13.9.2

Wherever possible, each provision of this Contract shall be interpreted in a manner as to be effective and valid under applicable law. If, however, any provision of this Contract, or portion thereof, is prohibited by law or found invalid under any law, only such provision or portion thereof shall be ineffective, without in any manner invalidating or affecting the remaining provisions of this Contract or valid portions of such provision, which are hereby deemed servable.

13.10 NO ORAL WAIVER

The Provisions of the Contract Documents shall not be changed, amended, waived, or otherwise modified in any respect except by a writing signed by Owner. No person is authorized on behalf of Owner to orally change, amend, waive, or otherwise modify the terms of the Contract Documents or any of the Contractor's duties or obligations under or arising out of the Contract Documents. Any change, waiver, approval, or consent granted to the Contractor shall be limited to the specific matters stated in the writing signed by Owner, and shall not relieve Contractor of any other of the duties and obligations under the Contract Documents. No "constructive" changes shall be allowed.

13.11 TEXAS PUBLIC INFORMATION ACT

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

13.12 EQUAL OPPORTUNITY IN EMPLOYMENT

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

ARTICLE 14
TERMINATION OR SUSPENSION OF THE CONTRACT

14.1 TERMINATION BY THE CONTRACTOR

14.1.1

The Contractor may terminate the Contract if the Work is stopped for a period of **ninety (90) consecutive days** through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing

portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:

.1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;

.2 An act of government, such as a declaration of national emergency that requires all Work to be stopped; or

.3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in **Paragraph 9.4.1**, or because the Owner has not made payment on an undisputed Certificate for Payment within the time stated in the Contract Documents.

14.1.2

The Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in **Section 14.3** constitute in the aggregate more than **one hundred percent (100%)** of the total number of days scheduled for completion, or **one hundred twenty (120) days** in any **three hundred sixty-five (365)-day** period, whichever is less.

14.1.3

If one of the reasons described in **Paragraph 14.1.1 or 14.1.2** exists, the Contractor may, upon **thirty (30) business days** written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

14.2 TERMINATION BY THE OWNER FOR CAUSE

14.2.1

The Owner may terminate the Contract if the Contractor

.1 fails to commence the Work in accordance with the provisions of the Contract,

.2 fails to prosecute the Work to completion thereof in a diligent, efficient, timely, workmanlike, skillful and careful manner and in strict accordance with the provisions of the Contract,

.3 fails to use an adequate amount or quality of personnel or equipment to complete the Work without undue delay,

.4 fails to perform any of its obligations under the Contract,

.5 fails to make prompt payments when due to its Subcontractors and Suppliers, or as required by **Texas Government Code, Chapter 2251**,

.6 files any petition or other pleading seeking any relief under any provisions of the Federal Bankruptcy Act, as amended, or any other federal or state statute or law providing for reorganization of debts or other relief from creditors, permits a receiver or other person to be appointed on account of its insolvency or financial condition, or becomes insolvent,

.7 creates any situation or state of facts which would authorize or permit an involuntary petition in bankruptcy to be filed against Contractor, or

.8 has not met or in Owner's opinion will not meet the dates of Substantial Completion set forth in the Contract Documents.

14.2.2
When any of the above reasons exist, the Owner, in its sole and absolute discretion, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, **thirty (30) calendar days** written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

.1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;

.2 Accept assignment of subcontracts pursuant to **Section 5.4**; and

.3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

14.2.3
When the Owner terminates the Contract for one of the reasons stated in **Paragraph 14.2.1**, the Contractor shall not be entitled to receive further payment until the Work is finished. In the event that a final decision under **Article 15**, below, is rendered that sufficient cause did not exist for termination under this **Section 14.2**, then the termination shall be considered a termination for convenience, under **Section 14.4**, below.

14.2.4
If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages and costs incurred by the Owner in finishing the Work and not expressly waived,

such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner.

14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

14.3.1
The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

14.3.2
The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in **Paragraph 14.3.1**. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

.1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or

.2 that an equitable adjustment is made or denied under another provision of the Contract.

14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

14.4.1
The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

14.4.2
Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall

.1 cease operations as directed by the Owner in the notice;

.2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and

.3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

14.4.3
Upon such termination, the Contractor shall recover the amounts provided in **Paragraph 12.1.3** of the Contract.

ARTICLE 15
CLAIMS AND DISPUTES

15.1 CLAIMS

15.1.1 DEFINITION

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

15.1.2 NOTICE OF CLAIMS

Claims for events arising during the performance of the Work by Contractor must be initiated by written notice to the other party with a copy sent to the Owner; provided, however, that the claimant shall use its best efforts to furnish the other party, as expeditiously as possible, with notice of any Claim including, without limitation, those in connection with concealed or unknown conditions, once such claim is recognized, and shall take steps to mitigate the alleged or potential damages, delay, or other adverse consequences arising out of the condition that is the cause of such a Claim. Claims by Contractor must be initiated within **ten (10) business days** after occurrence of the event giving rise to such Claim or within **ten (10) business days** after the claimant first recognizes the condition giving rise to the Claim, whichever is later. Claims may also be reserved in writing within the time limits set forth in this **Paragraph 15.1.2**. Any notice of Claim or reservation of Claim must clearly identify the alleged cause and the nature of the Claim and include data and information available to the claimant that will facilitate prompt verification and evaluation of the Claim.

15.1.3 CONTINUING CONTRACT PERFORMANCE

Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in **Section 9.7** and **Article 14**, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents. The Architect will prepare Change Orders and issue Certificates for Payment in accordance with the Contract Documents.

15.1.4 CLAIMS FOR ADDITIONAL COST

If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under **Section 10.4**.

15.1.5 CLAIMS FOR ADDITIONAL TIME

.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction.

15.2 MEDIATION

15.2.1
Claims, disputes, or other matters in controversy arising out of or related to the Contract except those waived shall be subject to mediation as a condition precedent to seeking redress in a court of competent jurisdiction.

15.2.2
The parties shall endeavor to resolve their Claims by mediation, which shall consist of a single mediator who is knowledgeable about the subject matter of the Contract. A request for mediation shall be made in writing, delivered to the other party to the Contract.

15.2.3
The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Williamson County, Texas. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

15.2.4
All disputes not resolved through mediation shall be decided in litigation in Williamson County, Texas.

15.2.5 NO WAIVER OF IMMUNITY
Nothing in the Contract Documents shall be deemed to waive, modify or amend any legal defense available at law or in equity to Owner, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Owner does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

VAUGHN
CONSTRUCTION

6604 N. Lamar
Austin, TX 78752
Telephone:
(512) 318-1332

Facsimile:
(512) 681-9752

Date: November 27, 2023

Attention: Williamson County, Texas
Mr. Thomas Crockett
3901 SE Inner Loop
Georgetown, TX 78626

Reference: OMNIA R200107 - Williamson County South Jail Parking Lots

Mr. Crockett,

We respectfully submit our Proposal for the Williamson County South Jail Parking Lots project in the amount of Two Hundred Eighty-Two Thousand Two Hundred Five and 13/100 ($282,205.13) dollars.

Our Pricing includes the following scopes of work:

1. On site supervision & safety measures
2. Payment and Performance Bonds
3. Temporary project site containment measures

Our Pricing Excludes

1. Utility locating
2. Utility relocation
3. Locating or removing asbestos or other hazardous materials
4. Subgrade prep or re-stabilization
5. Fencing around the parking lot
6. Sidewalks
7. Badging and Background Check fees
8. Permits

Pricing is valid for Thirty (30) Days only.
Thank you for the opportunity and please call me with any questions.

Very truly yours,
J.T. Vaughn Construction, LLC

Doug Boram
512-663-7461
dougboram@vaughnconstruction.com

VAUGHN
CONSTRUCTION

Line Number	Long Description	Notes	Quantity	Unit Of Measure	Labor	Material	Equipment	Extended Total	Total
01									
013113200160	Field personnel, general purpose laborer, average		4.00	Week	$1,242.60	$0.00	$0.00	$4,970.40	
013113200200	Field personnel, project manager, average		2.00	Week	$2,500.00	$0.00	$0.00	$5,000.00	
013113200260	Field personnel, superintendent, average		4.00	Week	$2,325.00	$0.00	$0.00	$9,300.00	
014523500200	Field testing, asphalt testing, compressive strength Marshall stability, set of three samples		8.00	Ea.	$0.00	$0.00	$0.00	$3,754.00	
015433204894	Rent skid steer attachment, broom, Incl. Hourly Oper. Cost.		10.00	Day	$0.00	$0.00	$197.17	$1,971.70	
015436501300	Mobilization or demobilization, delivery charge for equipment, hauled on 3-ton capacity towed trailer		12.00	Ea.	$117.07	$0.00	$104.33	$2,656.80	
			40.00		$6,184.67	$0.00	$301.50	$27,652.90	
31									
312316161550	Structural excavation for minor structures, bank measure, excavation of rock by hand/air tool		2.00	B.C.Y.	$547.68	$0.00	$95.04	$1,285.44	
312323130300	Backfill, 6" layers, compaction in layers, hand tamp, add		2.00	B.C.Y.	$17.95	$0.00	$0.00	$35.90	
312323131100	Backfill and compact, by hand, 12" layers, compaction in layers, vibrating plate, add to above		2.00	B.C.Y.	$4.11	$0.00	$1.67	$11.56	
313713100370	Rip-rap and rock lining, random, broken stone, 300 lb. average, dumped		5.00	Ton	$1.44	$24.96	$2.38	$143.90	
			11.00		$571.18	$24.96	$99.09	$1,476.80	

VAUGHN
CONSTRUCTION

Line Number	Long Description	Notes	Quantity	Unit Of Measure	Labor	Material	Equipment	Extended Total	Total
32									
320111510300	Selective removal, pavement lines & markings, thermoplastic traffic lines and markings, permanent, excludes traffic control costs		2.00	C.L.F.	$1.39	$0.00	$5.14	$13.06	
320111510400	Selective removal, pavement lines & markings, painted pavement markings, excludes traffic control costs		5,540.00	S.F.	$1.71	$0.00	$0.97	$14,847.20	
320111511000	Asphalt surface treatment, surface treatment, prepare and clean, 25,000 S.Y.		2.00	Mile	$112.13	$0.00	$92.97	$410.20	
320111512000	Slurry seal (latex modified), minimum labor/equipment charge		1.00	Job	$184.28	$0.00	$0.00	$184.28	
320117200100	Flexible pavement patches, roadway, light traffic, sawcut, 10-25 S.F.		25.00	Ea.	$73.13	$0.00	$57.33	$3,261.50	
320117200200	Flexible pavement patches, roadway, light traffic, sawcut, 61-100 S. F.		10.00	Ea.	$110.18	$0.00	$85.74	$1,959.20	
320117200460	Flexible pavement patches, roadway, add 12 C.Y. truck, small project debris haulaway		2.00	Hr.	$54.11	$0.00	$102.27	$312.76	
320117610100	Sealing cracks in asphalt paving, light traffic, slow set, 1/8" wide x 1/2" deep		2,750.00	L.F.	$0.58	$0.17	$0.29	$2,860.00	
321216130120	Plant-mix asphalt paving, for highways and large paved areas, binder course, 2" thick, no hauling included		8,967.00	S.Y.	$0.63	$8.07	$0.51	$82,586.07	
321216130200	Plant-mix asphalt paving, for highways and large paved areas, binder course, 4" thick, no hauling included		125.00	S.Y.	$0.96	$16.19	$0.77	$2,240.00	
321216133000	Plant-mix asphalt paving, pre-treatment for paving, prime coat, emulsion, 0.30 gallons/S.Y., 1000 S.Y.		8,967.00	S.Y.	$0.33	$2.75	$0.38	$31,025.82	
321236131020	Fine - PMCRS-2h, (20lbs/sy, 1/4", .30gal/sy app rate), parking lot		8,967.00	S.Y.	$0.33	$1.36	$0.26	$17,485.65	
321613130404	Cast-in place concrete curbs & gutters, concrete, wood forms, straight, 6" x 18", includes concrete		110.00	L.F.	$4.72	$9.79	$0.00	$1,596.10	
321713191100	Precast concrete parking bumpers, wheel stops, precast concrete, 8" x 13" x 6' - 0", includes 2 dowels per each		65.00	Ea.	$13.90	$107.22	$0.00	$7,872.80	
321723130760	Painted pavement markings, thermoplastic, white or yellow, arrows		80.00	S.F.	$2.59	$3.01	$2.31	$632.80	

VAUGHN
CONSTRUCTION

Line Number	Long Description	Notes	Quantity	Unit Of Measure	Labor	Material	Equipment	Extended Total	Total
321723140790	Pavement markings, layout of pavement marking		7,100.00	L.F.	$0.04	$0.00	$0.01	$355.00	
321723140800	Pavement markings, parking stall, paint, white, 4" wide		200.00	Stall	$1.91	$6.51	$1.22	$1,928.00	
321723140830	Pavement markings, parking stall, thermoplastic, white, 4" wide		270.00	Stall	$5.68	$22.90	$5.09	$9,090.90	
329219140400	Seeding athletic fields, seeding birdsfoot trefoil, 0.45 lb. per M.S.F., push spreader		2.00	M.S.F.	$44.98	$10.67	$0.00	$111.30	
329413200060	Landscape edging, aluminum alloy, mill finish, 3/16" x 4", including stakes		150.00	L.F.	$2.87	$4.72	$0.00	$1,138.50	
			43,335.00		$616.45	$193.36	$355.26	$179,911.14	$209,040.84

SubTotal (ExtendedTotal)	$209,040.84
Omnia Wilco (Omnia Standard Hr 35% on Extended Total)	$73,164.29
Grand Total	$282,205.13

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2023-1103334

Date Filed:
12/12/2023

Date Acknowledged:

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

J. T. Vaughn Construction, LLC
Houston, TX United States

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

Williamson County, Texas

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

Contract Number R200107
Construction Services for Sheriff's Office Admin Parking Lot South Repave

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Vaughn, J. Thomas	Houston, TX United States	X	
Vaughn, William F.	Houston, TX United States	X	
Vaughn, Michael W.	Houston, TX United States	X	
Simpson, Michael W.	Houston, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

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

My address is _____ (street), Houston (city), TX (state), 77042 (zip code), USA (country).

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

Executed in Harris County, State of Texas, on the 12th day of December (month), 2023 (year).

_____
Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2023-1103334

Date Filed:
12/12/2023

Date Acknowledged:
12/15/2023

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

J. T. Vaughn Construction, LLC
Houston, TX United States

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

Williamson County, Texas

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

Contract Number R200107
Construction Services for Sheriff's Office Admin Parking Lot South Repave

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Vaughn, J. Thomas	Houston, TX United States	X	
Vaughn, William F.	Houston, TX United States	X	
Vaughn, Michael W.	Houston, TX United States	X	
Simpson, Michael W.	Houston, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

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

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

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

Executed in _____County, State of _____, on the _____day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session **58.**

Meeting Date: 01/09/2024

Award of IFB #24IFB19 Construction of County Road 138 Right Turn Lane to SH 130 to Smith Contracting 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 #24IFB19 for Construction of County Road 138 Right Turn Lane to SH 130 to the lowest and best bidder, Smith Contracting, for the amount of $1,748,938.75 and authorizing the execution of the agreement. The funding source is P463.

Background

Williamson County sent out over five thousand (5,000) notifications with fifty-nine (59) document takers and received five (5) submitting bids. The bids have been reviewed and the apparent low bidder, Smith Contracting, was found to be responsive and materially balanced. Their lowest bid of $1,748,938.75 was 23.3% below the Engineers' estimate. The bidding was competitive with the lowest two bidders being within 15.1% of each other. In addition to meeting the bid qualifications subject to being the low bidder, Smith Contracting has successfully completed previous projects for Williamson County. Based on the quality of work performed and a favorable working relationship with the County and its representatives, staff recommends award of IFB #24IFB19 for construction of County Road 138 Right Turn Lane to SH130 to Smith Contracting for the amount of $1,748,938.75. Funding source is P463. Point of contact is Danette Chamberlain.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Recommendation Letter

Agreement

Bid Tabulation

Form 1295 Smith Contracting

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	01/03/2024 01:25 PM
County Judge Exec Asst.	Becky Pruitt	01/03/2024 01:27 PM
Form Started By: Gretchen Glenn		Started On: 12/27/2023 09:38 AM
Final Approval Date: 01/03/2024		

HNTB Corporation
The HNTB Companies
Engineers Architects Planners

101 E. Old Settlers Blvd
Suite 225
Round Rock, TX 78664

Telephone (512) 744-9082
www.hntb.com

December 22, 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 138 Right Turn Lane at SH 130
Williamson County Project No. 24IFB19
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 (Smith Contracting) was found to be responsive and materially balanced. Following is a summary of the bid totals:

1.	Smith Contracting	$1,748,938.75
2.	Aaron Concrete Contractors, LLC	$2,013,402.53
3.	Chasco Constructors	$2,097,962.55
4.	Joe Bland Construction, L.P.	$2,363,083.00
5.	Gage and Cade Construction	$3,023,892.61

The lowest bidder was $529,969.75 lower than the Engineers Estimate, a cost savings of 23.3%. The bidding was competitive with the lowest two bidders being within 15.1% of each other.

In addition to meeting the bid qualifications subject to being the low bidder, Smith Contracting has successfully completed past projects for Williamson County including Wyoming Springs Intersection Improvements at Smyers Lane, CR 200 Reconstruction, Neenah Avenue Widening project and the Lakeline Blvd. Right Turn Lane. Based on the quality of work performed by the Contractor and favorable working relationship with the County and its Representatives, we therefore concur with the recommendation of the Design Engineer, RTG, for award of the CR 138 Right Turn Lane at SH 130 construction contract to Smith Contracting in the amount of $1,748,938.75.

Please feel free to contact our office with any questions.

Respectfully Submitted,

HNTB Corporation

Christen Eschberger

Christen Eschberger, P.E.

VIA E-MAIL

Attachments: Bid Tabulation Analysis, Engineer's Letter of Recommendation, Standard Agreement, Form 1295

Cc: Judge Gravell, Williamson County Judge
Commissioner Cook, Williamson County, Pct. 1
Commissioner Long, Williamson County, Pct. 2
Commissioner Covey, Williamson County, Pct. 3
Commissioner Boles, Williamson County, Pct. 4
Robert B. Daigh, Williamson County
Adam Boatright, Williamson County
Terron Evertson, Williamson County
Oscar Salazar-Bueno, HNTB Corporation

RODRIGUEZ TRANSPORTATION GROUP

December 26, 2023

Ms. Christen Eschberger, P.E.
HNTB Corporation
101 East Old Settlers Blvd., Suite 100
Round Rock, Texas 78664

Project: Recommendation to Award
24IFB19 CR 138 Right Turn Lane @ SH 130

Dear Ms. Eschberger:

On December 19, 2023, contractor bids were submitted and opened for the above referenced project. We have reviewed the bids and a summary of the contractor bid amounts is as follows:

1. Smith Contracting $ 1,748,938.75
2. Aaron Concrete Contractors, LLC $ 2,013,402.53
3. Chasco Constructors $ 2,097,962.55
4. Joe Bland Construction, L.P. $ 2,363,083.00
5. Gage and Cade Construction $ 3,023,892.61

A detailed bid analysis was previously provided and reviewed by Rodriguez Transportation Group. The bids ranged from 23.3 percent below to 32.7 percent over the Engineer's Estimate. There were no errors detected, mathematical or otherwise, that would require disqualification of any of the bidders. Smith Contracting submitted the lowest bid in the amount of $ 1,748,938.75 at 23.3 percent below the Engineer's Estimate.

Based on the low bid amount, we recommend that Smith Contracting be awarded the contract. Please let us know if you have any questions.

Sincerely,

Chris D. Kelarek, P.E.
Project Manager

11211 Taylor Draper Lane • SUITE 100 • AUSTIN, TEXAS 78759
PHONE 512.231.9544 • FAX 512.231.9133

STANDARD FORM OF AGREEMENT

STATE OF TEXAS

WILLIAMSON COUNTY

THIS STANDARD FORM OF AGREEMENT (the "Agreement") is by and between WILLIAMSON COUNTY, TEXAS, a political subdivision of the State of Texas (hereinafter called "County") and Smith Contracting (hereinafter called "Contractor").

The County and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. Work

Contractor shall complete all Work as specified or indicated in the Contract Documents. The "Project" is generally described as follows:

Project No. **P463 - County Road 138 Right Turn Lane at SH 130**

Article 2. Engineer of Record

The Project has been designed by **Rodriguez Transportation Group**, who is hereinafter called the "Engineer of Record" and who is to act as the County's design professional.

Article 3. Contract Time

The Work shall be Substantially Completed in **120** calendar days (the "Contract Time"). Following Substantial Completion, the Contractor shall proceed expeditiously with adequate forces and shall achieve Final Completion within the time specified in the Special Conditions.

Article 4. Contract Price

County shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to paragraph 4.1 below (the "Contract Price"):

4.1 For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated in the Bid Form, and as totaled below:

TOTAL OF ALL UNIT PRICES One Million, Seven Hundred Forty-Eight Thousand, Nine-Hundred Thirty-Eight Dollars and Seventy-Five Cents $1,748,938.75.

As provided in the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classification are to be made by the Engineer of Record.

Article 5. Contractor's Representations

In order to induce County to enter into this Agreement, Contractor makes the following representations:

5.1 Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents including the "technical data".

5.2 Contractor has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.

5.3 Contractor is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.

5.4 Contractor has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site which have been identified. Contractor acknowledges that such reports and drawings are not Contract Documents and may not be complete for Contractor's purposes. Contractor acknowledges that the County and Engineer of Record do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site.

5.5 Contractor has correlated the information known to Contractor, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

5.6 Contractor has given Engineer of Record written notice of all conflicts, errors, ambiguities or discrepancies that Contractor has discovered in the Contract Documents and the written resolution thereof by Engineer of Record is acceptable to Contractor, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

5.7 Contractor represents and agrees that there are no obligations, commitments, or impediments of any kind that will limit or prevent performance of its obligations under the Contract Documents.

5.8 Contractor warrants, represents, and agrees that if (i) it is a corporation or limited liability company, then it is a corporation duly organized, validly existing and in good standing under the laws of the State of Texas, or a foreign corporation or limited liability company duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary corporate power and has received all necessary corporate approvals to execute and deliver this Agreement, and the individual executing the Agreement on behalf of Contractor has been duly authorized to act for and bind Contractor; or (ii) if it is a partnership, limited partnership, or limited liability partnership, then it has all necessary partnership power and has secured all necessary approvals to execute and deliver this Agreement and perform all its obligations under the Contract Documents; and the individual executing this Agreement on behalf of Contractor has been duly authorized to act for and bind Contractor.

5.9 Neither the execution and delivery of this Agreement by Contractor nor the performance of its obligations under the Contract Documents will result in the violation of any provision, if a corporation, of its articles of incorporation or by-laws, if a limited liability company, of its articles of organization or regulations, or if a partnership, by any partnership agreement by which Contractor is bound, or any agreement by which Contractor is bound or to the best of the Contractor's knowledge and belief, will conflict with any order or decree of any court or governmental instrumentality relating to Contractor.

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

Article 6. Contract Documents

The "Contract Documents," which comprise the entire agreement between the County and Contractor concerning the Work, consist of the following:

6.1 This Standard Form of Agreement

6.2 Performance Bond

6.3 Payment Bond

6.4 Maintenance Bond

6.5 Certificate of Insurance

6.6 Wage Rates

6.7 General Conditions

6.8 Special Conditions

6.9 Technical Specifications

6.10 Plan Drawings

6.11 Addenda numbers 1 to 1, inclusive

6.12 Contractor's Bid Affidavit and Bid Form

6.13 Documentation submitted by Contractor prior to Notice of Award.

6.14 The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying or supplementing the Contract Documents pursuant to applicable sections in the General Conditions.

The documents listed in paragraphs 6.2 et seq. above are attached to this Agreement (except as expressly noted otherwise above).

There are no Contract Documents other than those listed above in this Article 6. The Contract Documents may only be amended, modified or supplemented as provided in the General Conditions.

Article 7. Miscellaneous

7.1 Terms used in this Agreement, which are defined in the General Conditions, will have the meanings indicated in the General Conditions.

7.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that

may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

7.3 The County and Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

7.4 Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the County and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken position.

7.5 Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in Williamson County, Texas. Furthermore, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

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

7.7 This Agreement is for the sole and exclusive benefit of the parties hereto, and nothing in this Agreement, express or implied, is intended to confer or shall be construed as conferring upon any other person any rights, remedies or any other type or types of benefits.

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

7.9 Each party to this Agreement, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or

associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

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

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

7.12 County and Contractor have signed this Agreement in triplicate. One counterpart each has been delivered to the County, Contractor and Engineer of Record. All portions of the Contract Documents have been signed, initialed or identified by County and Contractor or identified by Engineer of Record on their behalf.

7.13 This Agreement and the Contract Documents represent the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by each party to this Agreement. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

This Agreement will be effective on _____, 20_____ (which is the "Effective Date" of the Agreement).

COUNTY_____ CONTRACTOR_____

By:_____ By: _____

Bill Gravell, Jr.,
Williamson County Judge Title: _____

[CORPORATE SEAL]

Attest_____ Attest_____

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	Engineer's Estimate		Smith Contracting		Aaron Concrete Contractors, LLC.		Chasco Constructors		Joe Bland Construction, L.P.		Gage and Cade Construction	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
1	100-6002	PREPARING ROW	22	STA	$ 3,650.00	$ 80,300.00	$ 3,000.00	$ 66,000.00	$2,000.00	$ 44,000.00	$ 3,000.00	$ 66,000.00	$ 2,700.00	$ 59,400.00	$ 11,085.00	$ 243,870.00
2	104-6017	REMOVING CONC (DRIVEWAYS)	264	SY	$ 20.00	$ 5,280.00	$ 32.00	$ 8,448.00	$36.00	$ 9,504.00	$ 40.00	$ 10,560.00	$ 57.00	$ 15,048.00	$ 65.00	$ 17,160.00
3	104-6022	REMOVING CONC (CURB AND GUTTER)	234	LF	$ 8.00	$ 1,872.00	$ 9.00	$ 2,106.00	$11.00	$ 2,574.00	$ 15.00	$ 3,510.00	$ 11.00	$ 2,574.00	$ 60.00	$ 14,040.00
4	106-6002	OBLITERATING ABANDONED ROAD	2,425	SY	$ 11.00	$ 26,675.00	$ 14.00	$ 33,950.00	$7.00	$ 16,975.00	$ 14.00	$ 33,950.00	$ 18.00	$ 43,650.00	$ 27.50	$ 66,687.50
5	110-6003	EXCAVATION (SPECIAL)	250	SY	$ 65.00	$ 16,250.00	$ 30.00	$ 7,500.00	$30.00	$ 7,500.00	$ 20.00	$ 5,000.00	$ 18.00	$ 4,500.00	$ 6.65	$ 1,662.50
6	110-6001	EXCAVATION (ROADWAY)	3,586	CY	$ 25.00	$ 89,650.00	$ 25.00	$ 89,650.00	$14.00	$ 50,204.00	$ 38.00	$ 136,268.00	$ 54.00	$ 193,644.00	$ 77.00	$ 276,122.00
7	132-WC01	EMBANKMENT (FINAL)(DENS CONT)(TY C)	467	CY	$ 34.00	$ 15,878.00	$ 30.00	$ 14,010.00	$73.00	$ 34,091.00	$ 55.00	$ 25,685.00	$ 76.00	$ 35,492.00	$ 76.40	$ 35,678.80
8	160-WC02	FURNISHING AND PLACING TOPSOIL (4")	29,451	SY	$ 5.00	$ 147,255.00	$ 1.25	$ 36,813.75	$2.00	$ 58,902.00	$ 6.00	$ 176,706.00	$ 4.00	$ 117,804.00	$ 5.75	$ 169,343.25
9	161-WC001	EROSION CONTROL COMPOST (3")	7,370	SY	$ 5.00	$ 36,850.00	$ 3.50	$ 25,795.00	$12.30	$ 90,651.00	$ 4.00	$ 29,480.00	$ 7.00	$ 51,590.00	$ 13.60	$ 100,232.00
10	162-WC103	MULCH TOPDRESSING (5")	7,370	SY	$ 5.00	$ 36,850.00	$ 4.60	$ 33,902.00	$12.30	$ 90,651.00	$ 4.00	$ 29,480.00	$ 7.00	$ 51,590.00	$ 21.95	$ 161,771.50
11	164-WC04	SEEDING FOR EROSION CONTROL (TEMP)(COOL)(TY 4)	14,730	SY	$ 1.00	$ 14,730.00	$ 0.34	$ 5,008.20	$0.40	$ 5,892.00	$ 0.90	$ 13,257.00	$ 0.70	$ 10,311.00	$ 0.70	$ 10,311.00
12	164-WC11	SEEDING FOR EROSION CONTROL (TEMP & PERM)(COOL)(TY 11)	44,181	SY	$ 1.25	$ 55,226.25	$ 0.28	$ 12,370.68	$0.30	$ 13,254.30	$ 1.40	$ 61,853.40	$ 0.85	$ 37,553.85	$ 0.55	$ 24,299.55
13	166-6002	FERTILIZER	2.60	TON	$ 1,000.00	$ 2,600.00	$ 3,400.00	$ 8,840.00	$3,600.00	$ 9,360.00	$ 1,000.00	$ 2,600.00	$ 3,065.00	$ 7,969.00	$ 850.00	$ 2,210.00
14	168-WC01	VEGETATIVE WATERING	883.6	MG	$ 15.00	$ 13,254.00	$ 23.00	$ 20,322.80	$35.00	$ 30,926.00	$ 30.00	$ 26,508.00	$ 50.00	$ 44,180.00	$ 26.00	$ 22,973.60
15	169-6001	SOIL RETENTION BLANKETS (CL 1) (TY A)	2,640	SY	$ 2.25	$ 5,940.00	$ 1.50	$ 3,960.00	$1.50	$ 3,960.00	$ 2.20	$ 5,808.00	$ 1.45	$ 3,828.00	$ 2.25	$ 5,940.00
16	169-6005	SOIL RETENTION BLANKETS (CL 2) (TY E)	8,832	SY	$ 7.00	$ 61,824.00	$ 1.55	$ 13,689.60	$1.60	$ 14,131.20	$ 7.00	$ 61,824.00	$ 2.75	$ 24,288.00	$ 1.00	$ 8,832.00
17	247-6044	FL BS (CMP IN PLC)(TY A GR 4)(FNAL POS)	575	CY	$ 70.00	$ 40,250.00	$ 60.00	$ 34,500.00	$83.00	$ 47,725.00	$ 75.00	$ 43,125.00	$ 251.00	$ 144,325.00	$ 115.00	$ 66,125.00
18	260-6011	LIME TRT (EXST MATL) (12")	1,972	SY	$ 6.50	$ 12,818.00	$ 6.00	$ 11,832.00	$15.00	$ 29,580.00	$ 7.00	$ 13,804.00	$ 37.00	$ 72,964.00	$ 15.70	$ 30,960.40
19	260-6043	LIME (HYD, COM OR QK)(SLURRY)	52	TON	$ 345.00	$ 17,940.00	$ 350.00	$ 18,200.00	$380.00	$ 19,760.00	$ 350.00	$ 18,200.00	$ 500.00	$ 26,000.00	$ 340.40	$ 17,700.80
20	310-6001	PRIME COAT (MULTI OPTION)	556	GAL	$ 4.00	$ 2,224.00	$ 4.50	$ 2,502.00	$5.00	$ 2,780.00	$ 4.00	$ 2,224.00	$ 3.98	$ 2,212.88	$ 13.86	$ 7,706.16
21	316-6002	AGGR (MULTI OPTION)	17	CY	$ 240.00	$ 4,080.00	$ 245.00	$ 4,165.00	$267.00	$ 4,539.00	$ 225.00	$ 3,825.00	$ 217.14	$ 3,691.38	$ 541.91	$ 9,212.47
22	316-6413	ASPH(AC-15P, HFRS-2P OR CRS-2P)	754	GAL	$ 6.00	$ 4,524.00	$ 6.25	$ 4,712.50	$6.99	$ 5,270.46	$ 6.00	$ 4,524.00	$ 5.69	$ 4,290.26	$ 10.32	$ 7,781.28
23	351-6002	FLEXIBLE PAVEMENT STRUCTURE REPAIR (6")	1,139	SY	$ 50.00	$ 56,950.00	$ 58.00	$ 66,062.00	$65.50	$ 74,604.50	$ 60.00	$ 68,340.00	$ 52.72	$ 60,048.08	$ 59.40	$ 67,656.60
24	354-6022	PLANE ASPH CONC PAV (0" TO 3")	3,294	SY	$ 12.00	$ 39,528.00	$ 11.25	$ 37,057.50	$12.30	$ 40,516.20	$ 11.00	$ 36,234.00	$ 10.34	$ 34,059.96	$ 8.80	$ 28,987.20
25	401-6001	FLOWABLE BACKFILL	20	CY	$ 250.00	$ 5,000.00	$ 250.00	$ 5,000.00	$530.00	$ 10,600.00	$ 250.00	$ 5,000.00	$ 300.00	$ 6,000.00	$ 320.50	$ 6,410.00
26	402-6001	TRENCH EXCAVATION PROTECTION	1,223	LF	$ 40.00	$ 48,920.00	$ 2.00	$ 2,446.00	$1.30	$ 1,589.90	$ 1.00	$ 1,223.00	$ 6.00	$ 7,338.00	$ 5.20	$ 6,359.60
27	432-6002	RIPRAP (CONC)(5 IN)	39	CY	$ 750.00	$ 29,250.00	$ 500.00	$ 19,500.00	$640.00	$ 24,960.00	$ 860.00	$ 33,540.00	$ 1,950.00	$ 76,050.00	$ 103.50	$ 4,036.50
28	464-6003	RC PIPE (CL III)(18 IN)	247	LF	$ 140.00	$ 34,580.00	$ 140.00	$ 34,580.00	$113.56	$ 28,049.32	$ 165.00	$ 40,755.00	$ 184.00	$ 45,448.00	$ 400.00	$ 98,800.00
29	465-6126	INLET (COMPL)(PSL)(FG)(3FTX3FT-3FTX3FT)	1	EA	$ 6,500.00	$ 6,500.00	$ 6,100.00	$ 6,100.00	$4,900.00	$ 4,900.00	$ 6,800.00	$ 6,800.00	$ 12,600.00	$ 12,600.00	$ 5,130.00	$ 5,130.00
30	467-6359	SET (TY II)(18 IN)(RCP)(4:1)(P)	2	EA	$ 1,800.00	$ 3,600.00	$ 1,600.00	$ 3,200.00	$2,100.00	$ 4,200.00	$ 3,200.00	$ 6,400.00	$ 2,596.00	$ 5,192.00	$ 1,845.00	$ 3,690.00
31	496-6004	REMOV STR (SET)	8	EA	$ 500.00	$ 4,000.00	$ 600.00	$ 4,800.00	$430.00	$ 3,440.00	$ 375.00	$ 3,000.00	$ 1,631.00	$ 13,048.00	$ 160.00	$ 1,280.00
32	496-6007	REMOV STR (PIPE)	117	LF	$ 30.00	$ 3,510.00	$ 22.00	$ 2,574.00	$91.00	$ 10,647.00	$ 25.00	$ 2,925.00	$ 49.00	$ 5,733.00	$ 13.85	$ 1,620.45
33	500-6001	MOBILIZATION	1	LS	$ 210,000.00	$ 210,000.00	$ 100,000.00	$ 100,000.00	$180,000.00	$ 180,000.00	$ 190,000.00	$ 190,000.00	$ 214,000.13	$ 214,000.13	$ 145,600.00	$ 145,600.00
34	502-6001	BARRICADES, SIGNS, AND TRAFFIC HANDLING	4	MO	$ 4,000.00	$ 16,000.00	$ 7,000.00	$ 28,000.00	$2,000.00	$ 8,000.00	$ 5,000.00	$ 20,000.00	$ 12,700.00	$ 50,800.00	$ 35,000.00	$ 140,000.00
35	506-6002	ROCK FILTER DAMS (INSTALL)(TY 2)	380	LF	$ 35.00	$ 13,300.00	$ 44.00	$ 16,720.00	$47.00	$ 17,860.00	$ 24.00	$ 9,120.00	$ 30.00	$ 11,400.00	$ 32.70	$ 12,426.00
36	506-6011	ROCK FILTER DAMS (REMOVE)	380	LF	$ 15.00	$ 5,700.00	$ 40.00	$ 15,200.00	$43.00	$ 16,340.00	$ 12.00	$ 4,560.00	$ 16.25	$ 6,175.00	$ 19.80	$ 7,524.00
37	506-6024	CONSTRUCTION EXITS (REMOVE)	97	SY	$ 15.00	$ 1,455.00	$ 58.00	$ 5,626.00	$25.00	$ 2,425.00	$ 14.00	$ 1,358.00	$ 22.00	$ 2,134.00	$ 11.75	$ 1,139.75
38	506-6038	TEMPORARY SEDIMENT CONTROL FENCE (INSTALL)	2,859	LF	$ 4.00	$ 11,436.00	$ 4.25	$ 12,150.75	$4.50	$ 12,865.50	$ 3.50	$ 10,006.50	$ 3.25	$ 9,291.75	$ 2.15	$ 6,146.85
39	506-6039	TEMPORARY SEDIMENT CONTROL FENCE (REMOVE)	2,859	LF	$ 0.50	$ 1,429.50	$ 1.15	$ 3,287.85	$1.20	$ 3,430.80	$ 0.50	$ 1,429.50	$ 1.05	$ 3,001.95	$ 0.75	$ 2,144.25
40	506-6041	BIODEG EROSN CONT LOGS (INSTL)(12")	265	LF	$ 8.00	$ 2,120.00	$ 5.50	$ 1,457.50	$5.70	$ 1,510.50	$ 5.25	$ 1,391.25	$ 5.00	$ 1,325.00	$ 3.50	$ 927.50
41	506-6043	BIODEG EROSN CONT LOGS (REMOVE)	265	LF	$ 0.50	$ 132.50	$ 1.50	$ 397.50	$1.60	$ 424.00	$ 0.50	$ 132.50	$ 2.90	$ 768.50	$ 2.05	$ 543.25
42	508-6001	CONSTRUCTING DETOURS	1,659	SY	$ 150.00	$ 248,850.00	$ 69.00	$ 114,471.00	$36.80	$ 61,051.20	$ 30.00	$ 49,770.00	$ 45.00	$ 74,655.00	$ 155.00	$ 257,145.00
43	530-6004	DRIVEWAYS (CONC)	264	SY	$ 140.00	$ 36,960.00	$ 102.00	$ 26,928.00	$125.00	$ 33,000.00	$ 175.00	$ 46,200.00	$ 145.00	$ 38,280.00	$ 113.45	$ 29,950.80
44	530-6005	DRIVEWAYS (ACP)	181	SY	$ 100.00	$ 18,100.00	$ 136.00	$ 24,616.00	$126.95	$ 22,977.95	$ 115.00	$ 20,815.00	$ 80.65	$ 14,597.65	$ 53.10	$ 9,611.10
45	531-6002	CONC SIDEWALKS (5")	156	SY	$ 130.00	$ 20,280.00	$ 65.00	$ 10,140.00	$118.00	$ 18,408.00	$ 150.00	$ 23,400.00	$ 130.00	$ 20,280.00	$ 70.30	$ 10,966.80
46	550-6001	CHAIN LINK FENCE (INSTALL)(6')	766	LF	$ 35.00	$ 26,810.00	$ 40.00	$ 30,640.00	$26.00	$ 19,916.00	$ 35.00	$ 26,810.00	$ 32.00	$ 24,512.00	$ 8.50	$ 6,511.00
47	550-6012	CHAIN LINK FENCE GATE (INSTALL)(6'X16')	1	EA	$ 2,200.00	$ 2,200.00	$ 4,000.00	$ 4,000.00	$12,300.00	$ 12,300.00	$ 2,700.00	$ 2,700.00	$ 2,100.00	$ 2,100.00	$ 3,000.00	$ 3,000.00
48	560-6001	MAILBOX INSTALL-S (TWG-POST) TY 1	3	EA	$ 550.00	$ 1,650.00	$ 320.00	$ 960.00	$340.00	$ 1,020.00	$ 550.00	$ 1,650.00	$ 275.00	$ 825.00	$ 780.00	$ 2,340.00
49	644-6002	IN SM RD SN SUP&AM TY10BWG (1) SA (P-BM)	3	EA	$ 1,550.00	$ 4,650.00	$ 1,000.00	$ 3,000.00	$1,100.00	$ 3,300.00	$ 1,600.00	$ 4,800.00	$ 875.00	$ 2,625.00	$ 2,108.00	$ 6,324.00
50	644-6007	IN SM RD SN SUP&AM TY10BWG (1) SA (U)	2	EA	$ 1,100.00	$ 2,200.00	$ 1,300.00	$ 2,600.00	$1,350.00	$ 2,700.00	$ 1,100.00	$ 2,200.00	$ 1,100.00	$ 2,200.00	$ 1,375.00	$ 2,750.00
51	644-6060	IN SM RD SN SUP&AM TYTWT (1) WS (P)	5	EA	$ 650.00	$ 3,250.00	$ 575.00	$ 2,875.00	$500.00	$ 2,500.00	$ 625.00	$ 3,125.00	$ 400.00	$ 2,000.00	$ 695.00	$ 3,475.00
52	644-6061	IN SM RD SN SUP&AM TYTWT (1) WS (T)	12	EA	$ 700.00	$ 8,400.00	$ 720.00	$ 8,640.00	$645.00	$ 7,740.00	$ 1,050.00	$ 12,600.00	$ 525.00	$ 6,300.00	$ 577.50	$ 6,930.00
53	644-6076	REMOVE SM RD SN SUP&AM	9	EA	$ 330.00	$ 2,970.00	$ 290.00	$ 2,610.00	$310.00	$ 2,790.00	$ 320.00	$ 2,880.00	$ 250.00	$ 2,250.00	$ 110.00	$ 990.00
54	658-6002	INSTL DEL ASSM (D-SW) SZ 1 (FLX) GND (BI)	27	EA	$ 150.00	$ 4,050.00	$ 77.00	$ 2,079.00	$215.00	$ 5,805.00	$ 135.00	$ 3,645.00	$ 175.00	$ 4,725.00	$ 110.00	$ 2,970.00
55	658-6016	INSTL DEL ASSM (D-SW) SZ (BRF) GF1 (BI)	6	EA	$ 110.00	$ 660.00	$ 24.00	$ 144.00	$117.00	$ 702.00	$ 100.00	$ 600.00	$ 95.00	$ 570.00	$ 110.00	$ 660.00
56	658-6047	INSTL OM ASSM (OM-2Y)(WC) GND	13	EA	$ 150.00	$ 1,950.00	$ 63.00	$ 819.00	$135.00	$ 1,755.00	$ 135.00	$ 1,755.00	$ 110.00	$ 1,430.00	$ 110.00	$ 1,430.00
57	662-6004	WK ZN PAV MRK NON-REMOV (W) 4" (SLD)	9,295	LF	$ 0.75	$ 6,971.25	$ 0.98	$ 9,109.10	$1.10	$ 10,224.50	$ 0.80	$ 7,436.00	$ 0.85	$ 7,900.75	$ 0.95	$ 8,830.25
58	662-6012	WK ZN PAV MRK NON-REMOV (W) 8" (SLD)	358	LF	$ 0.75	$ 268.50	$ 2.60	$ 930.80	$3.00	$ 1,074.00	$ 1.50	$ 537.00	$ 2.25	$ 805.50	$ 2.50	$ 895.00
59	662-6016	WK ZN PAV MRK NON-REMOV (W) 24" (SLD)	85	LF	$ 13.00	$ 1,105.00	$ 15.00	$ 1,275.00	$17.00	$ 1,445.00	$ 11.00	$ 935.00	$ 13.00	$ 1,105.00	$ 14.30	$ 1,215.50
60	662-6034	WK ZN PAV MRK NON-REMOV (Y) 4" (SLD)	12,117	LF	$ 0.75	$ 9,087.75	$ 0.98	$ 11,874.66	$1.10	$ 13,328.70	$ 0.75	$ 9,087.75	$ 0.85	$ 10,299.45	$ 0.95	$ 11,511.15
61	662-6050	WK ZN PAV MRK REMOV (REFL) TY II-A-A	386	EA	$ 11.50	$ 4,439.00	$ 9.90	$ 3,821.40	$11.00	$ 4,246.00	$ 11.00	$ 4,246.00	$ 8.50	$ 3,281.00	$ 9.35	$ 3,609.10
62	662-6109	WK ZN PAV MRK SHT TERM (TAB) TY W	1,578	EA	$ 1.75	$ 2,761.50	$ 2.30	$ 3,629.40	$3.70	$ 5,838.60	$ 1.60	$ 2,524.80	$ 1.00	$ 1,578.00	$ 55.00	$ 86,790.00
63	662-6111	WK ZN PAV MRK SHT TERM (TAB)TY Y-2	1,908	EA	$ 1.75	$ 3,339.00	$ 2.30	$ 4,388.40	$3.70	$ 7,059.60	$ 1.60	$ 3,052.80	$ 1.00	$ 1,908.00	$ 55.00	$ 104,940.00
64	666-6036	REFL PAV MRK TY I (W) 8" (SLD)(100MIL)	1,475	LF	$ 2.25	$ 3,318.75	$ 2.00	$ 2,950.00	$2.30	$ 3,392.50	$ 2.10	$ 3,097.50	$ 1.75	$ 2,581.25	$ 1.95	$ 2,876.25
65	666-6042	REFL PAV MRK TY I (W) 12" (SLD)(100MIL)	160	LF	$ 6.50	$ 1,040.00	$ 7.00	$ 1,120.00	$7.90	$ 1,264.00	$ 6.50	$ 1,040.00	$ 6.00	$ 960.00	$ 6.60	$ 1,056.00

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	Engineer's Estimate		Smith Contracting		Aaron Concrete Contractors, LLC.		Chasco Constructors		Joe Bland Construction, L.P.		Gage and Cade Construction	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
66	666-6048	REFL PAV MRK TY I (W) 24" (SLD)(100MIL)	132	LF	$ 16.00	$ 2,112.00	$ 11.50	$ 1,518.00	$13.10	$ 1,729.20	$ 15.50	$ 2,046.00	$ 10.00	$ 1,320.00	$ 11.00	$ 1,452.00
67	666-6054	REFL PAV MRK TY I (W)(ARROW)(100MIL)	13	EA	$ 240.00	$ 3,120.00	$ 200.00	$ 2,600.00	$230.00	$ 2,990.00	$ 240.00	$ 3,120.00	$ 175.00	$ 2,275.00	$ 192.50	$ 2,502.50
68	666-6078	REFL PAV MRK TY I (W)(WORD)(100MIL)	11	EA	$ 250.00	$ 2,750.00	$ 230.00	$ 2,530.00	$260.00	$ 2,860.00	$ 250.00	$ 2,750.00	$ 200.00	$ 2,200.00	$ 409.20	$ 4,501.20
69	666-6141	REFL PAV MRK TY I (Y) 12" (SLD)(100MIL)	682	LF	$ 6.50	$ 4,433.00	$ 7.00	$ 4,774.00	$8.00	$ 5,456.00	$ 6.50	$ 4,433.00	$ 6.00	$ 4,092.00	$ 6.60	$ 4,501.20
70	666-6156	REFL PAV MRK TY I (Y) (MED NOSE) (100MIL)	1	EA	$ 600.00	$ 600.00	$ 320.00	$ 320.00	$360.00	$ 360.00	$ 4,900.00	$ 4,900.00	$ 275.00	$ 275.00	$ 302.50	$ 302.50
71	666-6167	REFL PAV MRK TY II (W)4"(BRK)	570	LF	$ 0.75	$ 427.50	$ 0.63	$ 359.10	$0.70	$ 399.00	$ 0.75	$ 427.50	$ 0.55	$ 313.50	$ 0.65	$ 370.50
72	666-6170	REFL PAV MRK TY II (W)4"(SLD)	6,503	LF	$ 0.75	$ 4,877.25	$ 0.63	$ 4,096.89	$0.70	$ 4,552.10	$ 0.60	$ 3,901.80	$ 0.55	$ 3,576.65	$ 0.65	$ 4,226.95
73	666-6178	REFL PAV MRK TY II (W)8"(SLD)	1,475	LF	$ 1.50	$ 2,212.50	$ 0.98	$ 1,445.50	$1.10	$ 1,622.50	$ 1.25	$ 1,843.75	$ 0.85	$ 1,253.75	$ 0.95	$ 1,401.25
74	666-6180	REFL PAV MRK TY II (W)12"(SLD)	160	LF	$ 4.00	$ 640.00	$ 1.65	$ 264.00	$1.90	$ 304.00	$ 6.50	$ 1,040.00	$ 1.45	$ 232.00	$ 1.60	$ 256.00
75	666-6182	REFL PAV MRK TY II (W)24"(SLD)	132	LF	$ 9.00	$ 1,188.00	$ 2.60	$ 343.20	$3.00	$ 396.00	$ 9.00	$ 1,188.00	$ 2.25	$ 297.00	$ 2.50	$ 330.00
76	666-6184	REFL PAV MRK TY II (W)(ARROW)	13	EA	$ 175.00	$ 2,275.00	$ 57.00	$ 741.00	$66.00	$ 858.00	$ 170.00	$ 2,210.00	$ 50.00	$ 650.00	$ 55.00	$ 715.00
77	666-6192	REFL PAV MRK TY II (W)(WORD)	11	EA	$ 190.00	$ 2,090.00	$ 64.00	$ 704.00	$72.00	$ 792.00	$ 190.00	$ 2,090.00	$ 55.00	$ 605.00	$ 60.50	$ 665.50
78	666-6205	REFL PAV MRK TY II (Y)4"(BRK)	180	LF	$ 0.75	$ 135.00	$ 0.63	$ 113.40	$0.70	$ 126.00	$ 0.75	$ 135.00	$ 0.55	$ 99.00	$ 0.65	$ 117.00
79	666-6207	REFL PAV MRK TY II (Y)4"(SLD)	8,639	LF	$ 0.75	$ 6,479.25	$ 0.63	$ 5,442.57	$0.70	$ 6,047.30	$ 0.60	$ 5,183.40	$ 0.55	$ 4,751.45	$ 0.65	$ 5,615.35
80	666-6212	REFL PAV MRK TY II (Y)12"(SLD)	682	LF	$ 4.00	$ 2,728.00	$ 1.65	$ 1,125.30	$1.90	$ 1,295.80	$ 3.90	$ 2,659.80	$ 1.45	$ 988.90	$ 1.60	$ 1,091.20
81	666-6217	REFL PAV MRK TY II (Y)(MED NOSE)	1	EA	$ 445.00	$ 445.00	$ 64.00	$ 64.00	$72.00	$ 72.00	$ 240.00	$ 240.00	$ 55.26	$ 55.26	$ 60.50	$ 60.50
82	666-6300	RE PM W/RET REQ TY I (W) 4" (BRK)(100MIL)	570	LF	$ 1.75	$ 997.50	$ 1.25	$ 712.50	$1.40	$ 798.00	$ 1.70	$ 969.00	$ 1.05	$ 598.50	$ 1.20	$ 684.00
83	666-6303	RE PM W/RET REQ TY I (W) 4" (SLD)(100MIL)	6,503	LF	$ 1.75	$ 11,380.25	$ 0.80	$ 5,202.40	$0.90	$ 5,852.70	$ 1.60	$ 10,404.80	$ 0.70	$ 4,552.10	$ 0.80	$ 5,202.40
84	666-6312	RE PM W/RET REQ TY I (Y) 4" (BRK)(100MIL)	180	LF	$ 1.75	$ 315.00	$ 1.25	$ 225.00	$1.70	$ 306.00	$ 1.70	$ 306.00	$ 1.05	$ 189.00	$ 1.20	$ 216.00
85	666-6315	RE PM W/RET REQ TY I (Y) 4" (SLD)(100MIL)	8,639	LF	$ 1.75	$ 15,118.25	$ 0.80	$ 6,911.20	$0.90	$ 7,775.10	$ 1.60	$ 13,822.40	$ 0.70	$ 6,047.30	$ 0.80	$ 6,911.20
86	672-6007	REFL PAV MRKR TY I-C	94	EA	$ 8.00	$ 752.00	$ 7.00	$ 658.00	$7.90	$ 742.60	$ 8.30	$ 780.20	$ 6.00	$ 564.00	$ 6.60	$ 620.40
87	672-6009	REFL PAV MRKR TY II-A-A	409	EA	$ 8.00	$ 3,272.00	$ 7.00	$ 2,863.00	$7.90	$ 3,231.10	$ 8.30	$ 3,394.70	$ 6.00	$ 2,454.00	$ 6.60	$ 2,699.40
88	677-6001	ELIM EXT PAV MRK & MRKS (4")	14,458	LF	$ 2.00	$ 28,916.00	$ 0.85	$ 12,289.30	$1.00	$ 14,458.00	$ 1.90	$ 27,470.20	$ 0.75	$ 10,843.50	$ 0.85	$ 12,289.30
89	677-6007	ELIM EXT PAV MRK & MRKS (24")	31	LF	$ 18.00	$ 558.00	$ 5.00	$ 155.00	$5.60	$ 173.60	$ 17.00	$ 527.00	$ 4.30	$ 133.30	$ 4.75	$ 147.25
90	730-6107	FULL - WIDTH MOWING	2	CYC	$ 4,200.00	$ 8,400.00	$ 7,000.00	$ 14,000.00	$1,000.00	$ 2,000.00	$ 300.00	$ 600.00	$ 4,250.00	$ 8,500.00	$ 1,370.00	$ 2,740.00
91	3076-6001	D-GR HMA TY-B PG64-22	618	TON	$ 150.00	$ 92,700.00	$ 140.00	$ 86,520.00	$160.00	$ 98,880.00	$ 135.00	$ 83,430.00	$ 129.25	$ 79,876.50	$ 162.80	$ 100,610.40
92	3076-6038	D-GR HMA TY-D PG64-22 (LEVEL-UP)	66	TON	$ 200.00	$ 13,200.00	$ 178.00	$ 11,748.00	$223.00	$ 14,718.00	$ 162.00	$ 10,692.00	$ 157.17	$ 10,373.22	$ 16.90	$ 1,115.40
93	3076-6042	D-GR HMA TY-D SAC-B PG70-22	2,255	TON	$ 175.00	$ 394,625.00	$ 175.00	$ 394,625.00	$204.00	$ 460,020.00	$ 167.00	$ 376,585.00	$ 161.31	$ 363,754.05	$ 163.90	$ 369,594.50
94	3076-6066	TACK COAT	812	GAL	$ 4.50	$ 3,654.00	$ 4.50	$ 3,654.00	$5.00	$ 4,060.00	$ 4.00	$ 3,248.00	$ 4.14	$ 3,361.68	$ 5.50	$ 4,466.00
95	5001-6002	GEOGRID BASE REINFORCEMENT (TY II)	1,972	SY	$ 3.00	$ 5,916.00	$ 3.50	$ 6,902.00	$1.90	$ 3,746.80	$ 3.50	$ 6,902.00	$ 12.00	$ 23,664.00	$ 2.00	$ 3,944.00
96	6001-6002	PORTABLE CHANGEABLE MESSAGE SIGN	2	EA	$ 5,000.00	$ 10,000.00	$ 12,000.00	$ 24,000.00	$9,500.00	$ 19,000.00	$ 7,500.00	$ 15,000.00	$ 7,750.00	$ 15,500.00	$ 14,400.00	$ 28,800.00
97	6049-6001	LONG CHANNEL MOUNT CURB SYS (INSTALL)	125	LF	$ 90.00	$ 11,250.00	$ 123.00	$ 15,375.00	$185.00	$ 23,125.00	$ 112.00	$ 14,000.00	$ 150.00	$ 18,750.00	$ 65.30	$ 8,162.50
98	6049-6003	LONG CHANNEL MOUNT CURB SYS (REMOVE)	125	LF	$ 10.00	$ 1,250.00	$ 12.00	$ 1,500.00	$25.00	$ 3,125.00	$ 10.00	$ 1,250.00	$ 22.00	$ 2,750.00	$ 5.30	$ 662.50
NON-BID ITEMS TO BE INCLUDED IN BID AND CONTRACT AMOUNT. DO NOT MAKE CHANGES TO THIS SECTION.																
99	999-WC01	FORCE ACCOUNT	25,000	DOL	1.00	$ 25,000.00	1.00	$ 25,000.00	1.00	$ 25,000.00	1.00	$ 25,000.00	1.00	$ 25,000.00	1.00	$ 25,000.00
100	3076-WC02	FORCE ACCOUNT - ESTIMATED PLACEMENT AND PRODUCTION BONUS/PENALTY(TY D SURFACE)	14,100	DOL	1.00	$ 14,100.00	1.00	$ 14,100.00	1.00	$ 14,100.00	1.00	$ 14,100.00	1.00	$ 14,100.00	1.00	$ 14,100.00
		TOTAL COST ADJUSTED FOR CORRECTNESS				**$ 2,278,908.50**		**$ 1,748,938.75**		**$ 2,013,402.53**		**$ 2,097,962.55**		**$ 2,363,083.00**		**$ 3,023,892.61**
		ACTUAL BID PROPOSAL						$1,748,938.75		$2,013,402.53		$2,097,962.55		$2,363,083.00		$3,023,892.61
		ADJUSTMENT DIFFERENCE						$0.00		$0.00		$0.00		$0.00		$0.00
		Acknowledgement of Addendum						Y		Y		Y		Y		Y
		Bid Affidavit						Y		Y		Y		Y		Y
		Bidder References (Minimum of Three)						Y		Y		Y		Y		Y
		Conflict of Interest Questionnaire						Y		Y		Y		Y		Y

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2023-1106799

Date Filed:
12/22/2023

Date Acknowledged:

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

MA Smith Contracting Co., Inc
Austin, TX United States

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

Williamson County, Texas Purchasing Dept

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

24IFB19
CR 138 RIGHT5 TURN LANE AT SH130 project

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

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

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

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

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

Executed in Travis County, State of Texas, on the 22 day of December, 2023.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2023-1106799

Date Filed:
12/22/2023

Date Acknowledged:
12/27/2023

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

MA Smith Contracting Co., Inc
Austin, TX United States

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

Williamson County, Texas Purchasing Dept

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

24IFB19
CR 138 RIGHT5 TURN LANE AT SH130 project

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

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

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

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

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

Executed in _____County, State of _____, on the _____day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session **59.**

Meeting Date: 01/09/2024

Reimbursement Resolution

Submitted By: Tomika Lynce, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action to approve a Resolution Authorizing the County Judge to Execute Certificates Expressing Official Intent to reimburse costs of projects.

Background

A reimbursement resolution will be made on all expenditures for the 2023 Road Bond program until the bond issuance in March or April 2024. Once the bonds are issued, the expenditures that we incurred and paid out of the general fund will be reimbursed.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Reimbursement Resolution HNTB

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	01/04/2024 12:08 PM
Form Started By: Tomika Lynce		Started On: 01/04/2024 08:33 AM
Final Approval Date: 01/04/2024		

CERTIFICATE FOR RESOLUTION

THE STATE OF TEXAS '
'
COUNTY OF WILLIAMSON '

We, the undersigned officials of Williamson County, Texas (the "County"), hereby certify as follows:

1. The Commissioners Court of the County convened in REGULAR MEETING ON THE _____ DAY OF _____, 2024, at the designated meeting place (the "Meeting"), and the roll was called of the duly constituted officers and members of the governing body, to wit:

Bill Gravell, County Judge
Terry Cook, Commissioner, Precinct 1
Cynthia Long, Commissioner, Precinct 2
Valerie Covey, Commissioner, Precinct 3
Russ Boles, Commissioner, Precinct 4

and all of said persons were present, except the following absentees: _____, thus constituting a quorum. Whereupon, among other business, the following was transacted at the Meeting: a written

RESOLUTION EXPRESSING OFFICIAL INTENT TO REIMBURSE FOR CERTAIN COSTS RELATED TO ROAD PROJECTS FROM NOVEMBER 7, 2023 BOND ELECTION

was duly introduced for the consideration of the Commissioners Court. It was then duly moved and seconded that the Resolution be passed; and, after due discussion, said motion carrying with it the passage of the Resolution, prevailed and carried by the following vote:

AYES: _____

NOES: _____

2. A true, full and correct copy of the Resolution passed at the Meeting described in the above and foregoing paragraph is attached to and follows this Certificate; that the Resolution has been duly recorded in the Commissioners Court's minutes of the Meeting; that the above and foregoing paragraph is a true, full and correct excerpt from the Commissioner Court's minutes of the Meeting pertaining to the passage of the Resolution; that the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting county officials as indicated therein; that each of the elected officials and members of the Commissioners Court was duly and sufficiently notified officially and personally, in advance, of the time, place and purpose of the Meeting, and that the Resolution would be introduced and considered for passage at the Meeting, and each of the elected officials and members consented, in advance, to the holding of the Meeting for such purpose, and that the Meeting was open to the public and public notice of the

time, place and purpose of the meeting was given, all as required by Chapter 551, Government Code, as amended.

3. The County Judge of the County has approved and hereby approves the Resolution; that the County Judge and the County Clerk of the County have duly signed the Resolution; and that the County Judge and the County Clerk of the County hereby declare that their signing of this Certificate shall constitute the signing of the attached and following copy of the Resolution for all purposes.

SIGNED AND SEALED the _____ day of _____, 2024.

_____ _____

County Clerk County Judge

[COUNTY SEAL]

RESOLUTION NO. _____

RESOLUTION EXPRESSING OFFICIAL INTENT TO REIMBURSE FOR CERTAIN COSTS RELATED TO ROAD PROJECTS FROM NOVEMBER 7, 2023 BOND ELECTION

WHEREAS, the Commissioners Court of Williamson County, Texas (the "County") expects to pay expenditures in connection with the project described on Exhibit A attached hereto (collectively, the "Project"); and

WHEREAS, the County finds, considers and declares that the reimbursement of the County for the payment of such expenditures will be appropriate and consistent with the lawful objectives of the City and, as such, chooses to declare its intention, in accordance with the provisions of Section 1.150-2 of the Treasury Regulations, to reimburse itself for such payments at such time as it issues obligations to finance the Project.

THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS:

Section 1. The County reasonably expects to incur debt, as one or more separate series of various types of obligations, with an approximate aggregate principal amount not to exceed $825,000,000 for the purpose of paying the costs of the Project.

Section 2. All costs to be reimbursed pursuant hereto will be capital expenditures. No tax-exempt obligations will be issued by the County in furtherance of this Resolution after a date which is later than 18 months after the later of (1) the date the expenditures are paid or (2) the date on which the property, with respect to which such expenditures were made, is placed in service.

Section 3. The foregoing notwithstanding, no tax-exempt obligation will be issued pursuant to this Resolution more than three years after the date any expenditure which is to be reimbursed is paid.

EXHIBIT A

HNTB fees to provide engineering management services required to initiate and monitor production of contract documents and construction for the projects in the Williamson County 2023 Road Bond Program.

Commissioners Court - Regular Session **60.**

Meeting Date: 01/09/2024

Award of RFSQ #24RFSQ9 General Engineering Consultant Services for 2023 Road Bond Program and other County roadway associated planning and development activities for R&B/HNTB

Submitted By: Kerstin Hancock, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on awarding RFSQ #24RFSQ9 General Engineering Consultant Services for the 2023 Road Bond Program and other County roadway associated planning and development activities to the most qualified respondent, HNTB Corporation, and authorizing execution of the Professional Service Agreements.

Background

Purchasing solicited sealed statements of qualifications for General Engineering Consultant Services for the 2023 Road Bond Program and other County roadway associated planning and development activities. Six thousand two hundred and eighty-three (6,283) firms were invited with one hundred and twenty (120) document takers and one (1) firm responding to the solicitation. After an evaluation of the sole respondent, it was determined that HNTB Corporation met all the requirements. Fees are detailed in the fee schedule of each agreement. Funding sources will be the 2023 Road Bond Program and various Road and Bridge Projects. Department point of contact is Bob Daigh.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Recommendation letter

Evaluation Score Sheet

Professional Service Agreement HNTB Road Bond

Work Authorization Road Bond

Professional Service Agreement Road and Bridge

Work Authorization Road and Bridge

Form 1295 HNTB Road Bond

Form 1295 HNTB Road and Bridge

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	01/04/2024 11:52 AM
County Judge Exec Asst.	Becky Pruitt	01/04/2024 12:10 PM
Form Started By: Kerstin Hancock		Started On: 01/04/2024 10:35 AM
Final Approval Date: 01/04/2024		

January 3, 2024

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

Subject: Recommendation for 24RFSQ9 General Engineering Consultant for 2023 Road Bond Projects

Dear Ms. Simonton:

Based on the attached supporting documentation, the Road Bond General Engineering Consultant Selection Committee recommends the selection of HNTB Corporation.

One firm submitted and was evaluated on January 3, 2024 by the following Selection Committee:

Valerie Covey, Commissioner Precinct 3
Robert B. Daigh, P.E., Senior Director of Infrastructure
J. Terron Evertson, P.E., Deputy Director of Infrastructure

Please feel free to contact me if you have any questions.

Sincerely,

Robert B. Daigh

Robert B. Daigh, P.E.
Senior Director of Infrastructure

EVALUATION - Road Bond GEC

24RFSQ9

DATE: 1/3/2024

1 Firm

Evaluation Criteria	Maximum Score Points	HNTB Corporation						
Is the firm registered with the Texas Board of Professional Engineers and Land Surveyors (PELS) as an engineering firm in the State of Texas?	Pass/Fail	Pass						
Project Manager's Experience/Qualifications managing similar road bond programs for cities or counties	50	50						
Individuals on Project Team's Experience/Qualifications performing roadway geometric planning and design review for roadway projects	50	50						
Individuals on Project Team's Experience/Qualifications providing drainage planning and design services for roadway projects	50	45						
Individuals on Project Team's Experience/Qualifications performing structures planning and design reviews for roadway projects	50	45						
Individuals on Project Team's Experience/Qualifications performing environmental clearance review for roadway projects	50	45						
Individuals on Project Team's Experience/Qualifications performing invoice processing and producing cash flows on County roadway projects	50	40						
Individuals on Project Team's Experience/Qualifications performing professional services procurement and contract management on County roadway projects	50	45						
Individuals on Project Team's Experience/Qualifications performing County roadway construction phase services	50	45						
Availability of Project Manager, task leads and relevant staff and their previous performance on Williamson County projects	50	50						
TOTAL	450	415	0	0	0	0	0	0

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AGREEMENT FOR ENGINEERING SERVICES
(General Engineering Consultant (GEC) and Construction Management/Inspection Services for 2023 Williamson County Road Bond Program)

THIS AGREEMENT FOR ENGINEERING SERVICES ("Agreement") is made and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, whose offices are located at 710 Main Street, Suite 101, Georgetown, Texas, 78626 (hereinafter referred to as "County"), and HNTB Corporation ("Engineer"), whose offices are located at 101 E. Old Settlers Blvd., Suite 225, Round Rock, Texas 78664 and such Agreement is for the purposes set forth herein below.

RECITALS:

WHEREAS, County intends to construct various road and drainage projects as a part of the 2023 Road Bond Program (the "Project"); and,

WHEREAS, County requires certain Road Bond Program General Engineering Consultant (GEC) and Construction Management/Inspection Services for the 2023 Road Bond Program road and drainage projects in connection with the Project; and,

WHEREAS, Engineer is prepared to provide the above-mentioned services.

NOW, THEREFORE, WITNESSETH:

That for and in consideration of the mutual promises contained herein and other good and valuable considerations, and the covenants and agreements hereinafter contained to be kept and performed by the respective parties hereto, it is agreed as follows:

ARTICLE 1 - EFFECTIVE DATE AND TERM

The effective date of this Agreement shall be the date of the last party's execution hereinbelow. Engineer is expected to complete the Services described herein in accordance with each Annual Fiscal Year Work Authorization described herein below. If Engineer does not perform the Services in accordance with each applicable Annual Fiscal Year Work Authorization, then County shall have the right to terminate this Agreement as set out below. So long as the County elects not to terminate this Agreement, it shall continue from day to day until such time as the Services are completed in accordance with each applicable Annual Fiscal Year Work Authorization.

ARTICLE 2 - ANNUAL FISCAL YEAR WORK AUTHORIZATIONS

County will prepare and issue Annual Fiscal Year Work Authorizations to authorize Engineer to perform one or more tasks of the Services during a particular County fiscal year. Each Annual Fiscal Year Work Authorization shall describe the parties' mutual agreement on the scope of the

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Services, schedule, compensation and other particulars as stated therein. Annual Fiscal Year Work Authorizations shall be in the general form shown in attached **Exhibit A**. Annual Fiscal Year Work Authorizations are binding only after acceptance and execution by duly authorized representatives of both parties. Each Annual Fiscal Year Work Authorization shall govern the parties' rights and obligations with respect to each assignment, but all within the framework of this Agreement. The amount payable for an Annual Fiscal Year Work Authorization shall be supported by the estimated cost of the Services as described in the Annual Fiscal Year Work Authorization. The Annual Fiscal Year Work Authorization will not waive Engineer's responsibilities and obligations established in this Agreement.

ARTICLE 3 - SCOPE OF SERVICES

The Scope of Services that Engineer shall provide under this Agreement is set forth in the attached **Exhibit B** (the "Services"). During the term of this Agreement, the Services to be provided for each particular assignment during a particular County fiscal year shall be specifically described in Section A (Scope of Services) of each Annual Fiscal Year Work Authorization.
If Engineer forms a reasonable opinion that any work it has been directed to perform is beyond the overall scope of this Agreement, as set forth in **Exhibit B,** and as such constitutes extra work ("Additional Services"), Engineer shall promptly notify County in writing through the County's Designated Representative. In the event County finds that such work does constitute Additional Services, County shall so advise Engineer and a written amendment to this Agreement being in the form of a Supplemental Annual Fiscal Year Work Authorization will be executed between the parties. Any increase to the Compensation due to Additional Services must be set forth in such Supplemental Annual Fiscal Year Work Authorization. Engineer shall not perform any proposed Additional Services nor incur any additional costs prior to the execution, by both parties, of a Supplemental Annual Fiscal Year Work Authorization. County shall not be responsible for actions by Engineer nor for any costs incurred by Engineer relating to Additional Services not directly associated with the performance of the Services authorized in this Agreement, or by a fully executed which sets forth the Additional Services to be performed.

ARTICLE 4 - SCHEDULE

Engineer shall exercise its reasonable efforts to perform the Services of an applicable Annual Fiscal Year Work Authorization within the time frame set forth in Section B (Schedule) of each Annual Fiscal Year Work Authorization; provided, however, Engineer understands and agrees that time is of the essence and Engineer shall exercise its reasonable efforts to perform the services according to the Standard of Care and following the project schedule and that any failure of Engineer to complete the Services within the agreed work schedule set out in the applicable Annual Fiscal Year Work Authorization may constitute a material breach of this Agreement. Engineer shall notify County in writing as soon as possible if it determines, or reasonably anticipates, that the Services will not be completed in accordance with an applicable Annual Fiscal Year Work Authorization. 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 the Engineer's standard of performance as defined herein. Where damage is caused to County due to Engineer's negligent failure to perform, County may accordingly withhold, to the extent of such damage, Engineer's payments hereunder without waiver of any of County's additional legal rights or remedies. However,

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Engineer shall not be liable for damage that is caused to County due to no fault of Engineer and time for Engineer's performance may be extended by County.

ARTICLE 5 - COMPENSATION; EXPENSES AND PAYMENT

A. County shall pay and Engineer agrees to accept compensation for the Services performed and to be performed under this Agreement based on the Rate Schedule set forth in the attached **Exhibit C**. Section C (Compensation) of each Annual Fiscal Year Work Authorization shall set forth the compensation to be paid to Engineer for the applicable county Fiscal Year.

B. 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**. An invoice requesting reimbursement for costs and expenditures related to the Project (reimbursables) must be accompanied by copies of the provider's invoice and comply with the Williamson County Vendor Reimbursement Policy. The copies of the provider's invoice must evidence the actual costs billed to Engineer without mark-up.

C. Engineer shall prepare and submit to the Williamson County Auditor, in care of County's Designated Representative, not more frequently than once per month, a progress report. Such progress report shall state the percentage of completion of Services accomplished for an applicable Annual Fiscal Year Work Authorization during that billing period and to date. This submittal shall also include a progress assessment report in a form acceptable to County. Simultaneous with submission of such progress report, Engineer shall prepare and submit one (1) original of a certified invoice to the County in a form acceptable to the County Auditor. All invoices submitted to Williamson County Auditor must, at a minimum, be accompanied by an original complete packet of supporting documentation and time sheets detailing hours worked by staff persons with a description of the work performed by such persons. For Additional Services performed pursuant to this Agreement, a separate invoice or itemization of the Additional Services must be presented with the same aforementioned requirements.

Payments shall be made by County based upon Services actually provided and performed. Upon timely receipt and approval of each invoice, County shall make a good faith effort to pay the amount which is due and payable within thirty (30) days of the County Auditor's receipt. County reserves the right to withhold payment pending verification of Services performed according to the Standard of Care. Engineer has the responsibility to submit proof to County, adequate and sufficient in its determination, that tasks of an applicable Annual Fiscal Year Work Authorization were completed. The certified statements shall show the total amount billed to the date of submission and shall show the amount due and payable as of the date of the current statement. Final payment does not relieve Engineer of the responsibility of correcting any errors and/or omissions resulting from its negligence.

D. County's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date the Williamson County Auditor receives the applicable goods under an Annual Fiscal Year Work Authorization; (2) the date the performance of the invoiced services under an Annual Fiscal Year Work Authorization is completed; or (3) the date the Williamson County Auditor receives an

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

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

ARTICLE 6 - COUNTY'S RESPONSIBILITIES

A. County shall be responsible for all matters described in Section D (County's Responsibilities) of each Annual Fiscal Year Work Authorization. In addition, County shall perform and provide the following in a timely manner so as not to delay the Services of Engineer:

(1) Place at Engineer's disposal all available information pertinent to the Project, including previous reports, drawings, specifications or any other data as may be reasonably required by Engineer to perform its Services.
(2) Give prompt written notice to Engineer whenever County becomes aware of any development that affects the scope or timing of Engineer's Services, or any defect in the Services of Engineer.
(3) Advise Engineer of the identity and scope of services of any independent consultants retained by County to provide services in regard to the Project.

B. County hereby represents that it owns the intellectual property rights in any plans, documents or other materials provided by County to Engineer. If County does not own the intellectual property rights in such plans, documents or other materials, prior to providing same to Engineer, County shall obtain a license or right to use, including the right to sublicense to Engineer. County hereby grants Engineer the right to use the intellectual property associated with plans, documents or other materials it owns or has the right to use for the limited purpose of performing the Services. County represents that Engineer's use of such documents will not infringe upon any third parties' rights and County will indemnify and protect Engineer from any infringement claims arising from Engineer's use of any plans, documents or other materials provided to Engineer in the performance of its Services hereunder.

ARTICLE 7 - STANDARD OF CARE

The standard of care for all professional engineering, consulting and related services performed or furnished by Engineer and its employees under this Agreement will be the care and skill

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ordinarily used by members of Engineer's profession practicing under the same or similar circumstances at the same time and in the same locality.

ARTICLE 8 - INDEMNIFICATION AND LIABILITY

A. EXCEPT FOR EXPENSES OR LIABILITIES ARISING FROM THE NEGLIGENCE OR INTENTIONAL ACTS OF THE COUNTY, ENGINEER HEREBY EXPRESSLY AGREES TO INDEMNIFY AND HOLD THE COUNTY AND ITS OFFICERS, AGENTS, OFFICIALS, REPRESENTATIVES AND EMPLOYEES HARMLESS AGAINST EXPENSES AND LIABILITIES TO THE EXTENT CAUSED BY THE NEGLIGENT ACTS, ERRORS, OR OMISSIONS OF ENGINEER IN OF THE PERFORMANCE OF SERVICES UNDER THIS AGREEMENT.

FOR MATTERS OTHER THAN THOSE ARISING FROM PERFORMANCE OF OR FAILURE TO PERFORM PROFESSIONAL SERVICES, ENGINEER EXPRESSLY AGREES, TO THE EXTENT CAUSED BY ITS, OR ANY OF ITS EMPLOYEES OR ANY PERSON, FIRM OR CORPORATION DIRECTLY EMPLOYED BY ENGINEER, NEGLIGENT ACTS, ERRORS, OR OMISSIONS IN THE PERFORMANCE OF ITS SERVICES AND ANY DIRECT DAMAGE, LIABILITY, INJURY, LOSS OR EXPENSE (WHETHER IN CONNECTION WITH BODILY INJURY OR DEATH OR PROPERTY DAMAGE) THAT IS SUFFERED BY THE COUNTY AND/OR ITS OFFICERS OR EMPLOYEES OR BY ANY MEMBER OF THE PUBLIC, TO INDEMNIFY AND SAVE THE COUNTY AND ITS OFFICERS AND EMPLOYEES HARMLESS AGAINST LIABILITIES, PENALTIES, DEMANDS, CLAIMS, LAWSUITS, LOSSES, DAMAGES, COSTS, AND EXPENSES FROM SUCH NEGLIGENT ACTS, ERRORS, OR OMISSIONS OF ENGINEER, ANY OF ITS EMPLOYEES OR ANY PERSON, FIRM, OR CORPORATION DIRECTLY EMPLOYED BY ENGINEER. SUCH COSTS ARE TO INCLUDE WITHOUT LIMITATION, DEFENSE, SETTLEMENT AND REASONABLE ATTORNEY'S FEES INCURRED BY THE COUNTY AND ITS OFFICERS AND/OR EMPLOYEES. THIS INDEMNITY SHALL INCLUDE, WITHOUT LIMITATION, BODILY INJURIES OR DEATH OCCURRING TO ENGINEER'S EMPLOYEES AND ANY PERSON DIRECTLY EMPLOYED BY ENGINEER (INCLUDING WITHOUT LIMITATION ANY EMPLOYEE OF ANY SUBCONTRACTOR/SUBCONSULTANT).

FOR MATTERS ARISING OUT OF THE PERFORMANCE OF PROFESSIONAL SERVICES UNDER THIS AGREEMENT, ENGINEER WILL INDEMNIFY AND SAVE THE COUNTY AND ITS OFFICERS AND EMPLOYEES HARMLESS FROM AND AGAINST ALL JUDGMENTS, LOSSES, DAMAGES, COSTS AND EXPENSES TO THE EXTENT CAUSED BY ANY NEGLIGENT ACT, ERROR OR OMISSION OF ENGINEER OR ANY OF ITS EMPLOYEES OR ANY PERSON, FIRM OR CORPORATION DIRECTLY EMPLOYED BY ENGINEER IN THE PERFORMANCE OF PROFESSIONAL SERVICES UNDER THIS AGREEMENT. SUCH COSTS ARE TO INCLUDE, WITHOUT LIMITATION, DEFENSE, SETTLEMENT AND REASONABLE ATTORNEYS' FEES INCURRED BY THE COUNTY AND ITS OFFICERS AND/OR EMPLOYEES.

THE LIMITS OF INSURANCE REQUIRED IN THIS AGREEMENT AND/OR CONTRACT DOCUMENTS SHALL NOT LIMIT ENGINEER'S OBLIGATIONS UNDER THIS SECTION. THE TERMS AND CONDITIONS CONTAINED IN THIS SECTION SHALL SURVIVE THE TERMINATION OF THE 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 THE COUNTY OR THIRD PARTIES FOR WHOM ENGINEER IS NOT LEGALLY LIABLE, ENGINEER'S OBLIGATIONS SHALL BE IN PROPORTION TO ENGINEER'S FAULT. THE OBLIGATIONS HEREIN SHALL ALSO EXTEND TO ANY ACTIONS BY THE COUNTY TO ENFORCE THIS INDEMNITY OBLIGATION.

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IN THE EVENT THAT CONTRACTORS INITIATE LITIGATION AGAINST THE COUNTY IN WHICH THE CONTRACTOR ALLEGES DAMAGES AS A RESULT OF ANY NEGLIGENT ACTS, ERRORS OR OMISSIONS OF ENGINEER OR ANY OF ITS EMPLOYEES OR ANY PERSON, FIRM OR CORPORATION DIRECTLY EMPLOYED BY ENGINEER, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS IN THE ADMINISTRATION OF THE AGREEMENT BY ENGINEER OR ANY OF ITS EMPLOYEES OR ANY PERSON, FIRM OR CORPORATION DIRECTLY EMPLOYED BY ENGINEER, THEN THE COUNTY SHALL HAVE THE RIGHT TO JOIN ENGINEER IN ANY SUCH PROCEEDINGS AT THE COUNTY'S COST. ENGINEER SHALL ALSO HOLD THE COUNTY HARMLESS AND INDEMNIFY THE COUNTY TO THE EXTENT THAT ENGINEER OR ANY OF ITS EMPLOYEES OR ANY PERSON, FIRM OR CORPORATION DIRECTLY EMPLOYED BY ENGINEER CAUSED SUCH DAMAGES TO CONTRACTOR, INCLUDING COSTS AND LEGAL FEES INCURRED BY THE COUNTY IN CONNECTION WITH THE DEFENSE OF ANY CLAIMS WHERE ENGINEER OR ANY OF ITS EMPLOYEES OR ANY PERSON, FIRM, ENTITY OR CORPORATION DIRECTLY EMPLOYED BY ENGINEER ARE ADJUDICATED AT FAULT.

B. To the fullest extent permitted by law, neither party shall be liable to the other party for any consequential damages resulting in any way from the performance of this Agreement.

C. The terms and conditions of this Article shall survive completion of the Services, or any termination of this Agreement.

D. SHOULD THE ENGINEER BE REQUIRED TO PROVIDE LEGAL DEFENSE COSTS PURSUANT TO THE REQUIREMENTS SET FORTH IN THIS SECTION, ANY SUCH REASONABLE LEGAL DEFENSE COST SHALL BE ACCRUED TO THE ENGINEER IN A PRORATED PROPORTION IN ACCORDANCE WITH THE ENGINEER'S PERCENTAGE OF FAULT AS DETERMINED BY ANY APPLICABLE TRIER-OF-FACT OR AS AGREED TO AND INCORPORATED INTO ANY SETTLEMENT AGREEMENTS.

E. TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, PUNITIVE, CONSEQUENTIAL OR INDIRECT DAMAGES RESULTING IN ANY WAY FROM THIS AGREEMENT.

ARTICLE 9 – INSURANCE

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

1. Workers' Compensation in accordance with statutory requirements.
2. Commercial General Liability Insurance with a minimum limit for Bodily Injury and Property Damage of $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate.
3. Business Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage of $1,000,000.00 each accident.
4. Professional Liability Insurance in the amount of $2,000,000.00 per claim and annual aggregate.

B. Additional Insureds; Waiver of Subrogation. "Williamson County, Texas and its

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directors, officers and employees" shall be added as additional insureds under policies listed under (2) and (3) above, and on those policies where Williamson County, Texas and 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, and Engineer and its insurer(s) waive their rights of subrogation against County on A. (1), (2) and (3) above.

C. Premiums and Deductible. Engineer shall be responsible for payment of premiums for all of the insurance coverages required under this section. Engineer further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which Engineer is responsible hereunder, Engineer shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over $50,000 in Engineer's insurance under A. (2) and (4) above must be declared and approved in writing by County in advance. Any deductibles or self-insured retentions over $250,000 in Engineer's Workers' Compensation coverage and any deductibles or self-insured retentions over $100,000 in Engineer's Business Automobile Liability Insurance coverage must be declared and approved in writing by the County in advance.

D. Commencement of Work. Engineer shall not commence any field work under this Agreement until it has obtained all required insurance and such insurance has been approved by County. As further set out below, Engineer shall not allow any subcontractor/subconsultant(s) to commence work to be performed in connection with this 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 Engineer hereunder.

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

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

G. No Arbitration. It is the intention of the County and agreed to and hereby acknowledged by Engineer, that no provision of this Agreement shall be construed to require the County to submit to mandatory arbitration in the settlement of any claim, cause of action or dispute, except as specifically required in direct connection with an insurance claim or threat of claim under an insurance policy required under this Agreement and/or Exhibits which absolutely requires arbitration of such claim, or as otherwise required by law or a court of law with jurisdiction over the provisions of this Agreement.

H. Subcontractor/Subconsultant's Insurance. Without limiting any of the other obligations or liabilities of Engineer, Engineer shall require each subcontractor/subconsultant performing work

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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 above, as applicable, including the required provisions and additional policy conditions as shown below in this Article.

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

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

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

   Williamson County Purchasing Department
   100 Wilco Way
   Suite P101
   Georgetown, TX. 78626
   Email: purchase@wilco.org

   With copy to:

   Williamson County Auditor's Office
   Attn: Contracts Auditor
   901 South Austin Avenue
   Georgetown, Texas 78626
   Email: contractaudit@wilco.org

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

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

ARTICLE 10 - LIMITATIONS OF RESPONSIBILITY

A. Engineer shall not be responsible for (a) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the Project; (b) the failure of

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any contractor, subcontractor, vendor, or other Project participant, not under contract to Engineer, to fulfill contractual responsibilities to County or to comply with federal, state, or local laws, regulations, and codes; or (c) procuring permits, certificates, and licenses required for any construction unless such procurement responsibilities are specifically assigned to Engineer in an Annual Fiscal Year Work Authorization.

B. In the event the County requests Engineer to execute any certificates or other documents, the proposed language of such certificates or documents shall be submitted to Engineer for review at least 15 days prior to the requested date of execution. Engineer shall not be required to execute any certificates or documents that in any way would, in Engineer's sole judgment, (a) increase Engineer's legal or contractual obligations or risks; (b) require knowledge, services or responsibilities beyond the scope of this Agreement; or (c) result in Engineer having to certify, guarantee or warrant the existence of conditions whose existence Engineer cannot ascertain.

ARTICLE 11 - OPINIONS OF COST AND SCHEDULE

Because Engineer has no control over the cost of labor, materials, or equipment furnished by others, or over the resources provided by others to meet Project schedules, Engineer's opinion of probable costs and of Project schedules, if any, shall be made on the basis of experience and qualifications as a practitioner of its profession. Engineer does not guarantee that proposals, bids, or actual Project costs will not vary from Engineer's cost estimates or that actual schedules will not vary from Engineer's projected schedules.

ARTICLE 12 – REUSE AND OWNERSHIP OF DOCUMENTS

All documents, including but not limited to drawings, specifications, tracings, drawings, estimates, specifications, investigations, studies, other documents, completed or partially completed and data or programs stored electronically, (hereinafter referred to as "Engineer's Work Products") prepared by 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. Engineer's Work Products 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 Engineer.

By execution of this Agreement and in confirmation of the fee for services to be paid under this Agreement, 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 Engineer's Work Products developed under this Agreement. Copies may be retained by Engineer. Engineer shall be liable to County for any loss or damage to any such documents while they are in the possession of or while being worked upon by Engineer or anyone connected with Engineer, including agents, employees, engineers or subcontractors/subconsultants. All documents so lost or damaged shall be replaced or restored by Engineer without cost to County.

Upon execution of this Agreement, Engineer grants to County permission to reproduce Engineer's Work Products for purposes of the Project, provided that County shall comply with its obligations,

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including prompt payment of all sums when due, under this Agreement. Engineer shall obtain similar permission from Engineer's subcontractors/subconsultants consistent with this Agreement. If and upon the date 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 contract of Engineer. However, County shall be permitted to authorize the contractor, subcontractors and material or equipment suppliers to reproduce applicable portions of Engineer's Work Products appropriate to and for use in their execution of the Work. Submission or distribution of Engineer's Work Products to meet official regulatory requirements or for similar purposes in connection with the Project is permitted. Any unauthorized use of Engineer's Work Products shall be at County's sole risk and without liability to Engineer and its engineers.

The parties shall mutually agree to the format of Engineer's Work Products or electronic data, including any special limitations not otherwise provided in this Agreement prior to any being submitted. Any electronic files are provided by 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 Engineer, the hardcopy shall prevail. Only printed copies of documents conveyed by Engineer shall be relied upon.

Engineer shall have no liability for changes made to Engineer's Work Products by other engineers subsequent to the completion of the Project. Any such change shall be sealed by the engineer making that change and shall be appropriately marked to reflect what was changed or modified.

ARTICLE 13 - NON-COLLUSION; DEBARMENT; AND FINANCIAL INTEREST PROHIBITED

A. Non-collusion. Engineer warrants that it has not employed or retained any company or persons, other than a bona fide employee working solely for Engineer, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or engineer any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this 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 contract price or compensation, or to otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

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

C. Financial Interest Prohibited. Engineer covenants and represents that 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

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recommended or required for the construction of the Project.

ARTICLE 14 - VIOLATION OF AGREEMENT TERMS/BREACH; TERMINATION AND SUSPENSION

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

B. Termination. This Agreement may be terminated as set forth below:

1. By mutual agreement and consent, in writing, of both parties.
2. By County, by notice in writing to Engineer, as a consequence of failure by Engineer to perform the Services set forth herein in a satisfactory manner.
3. By either party, upon the failure of the other party to fulfill its obligations as set forth herein.
4. By County, for reasons of its own and not subject to the mutual consent of Engineer, upon not less than thirty (30) days' written notice to Engineer.
5. By satisfactory completion of all 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 shall thereafter be paid to Engineer. In determining the value of the Services performed by Engineer prior to termination, County shall be the sole judge. Compensation for Services at termination will be based on a percentage of the Services completed at that time. Should County terminate this Agreement under Subsection (4) immediately above, then the amount charged during the thirty-day (30) notice period shall not exceed the amount charged during the preceding thirty (30) days.

If Engineer defaults in the performance of this Agreement or if County terminates this Agreement for fault on the part of Engineer, then County shall give consideration to the actual costs incurred by Engineer in performing the Services to the date of default, the amount of Services required which was satisfactorily completed to date of default, the value of the Services which are usable to County, the cost to County of employing another firm to complete the Services required and the time required to do so, and other factors which affect the value to County of the 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 Engineer to fulfill its contractual obligations, then County may take over the Project and prosecute the Services to completion. In such case, Engineer shall be liable to County for any additional and reasonable costs incurred by County.

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

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C. Suspension. County may suspend performance of this Agreement for County's convenience upon written notice to Engineer. Engineer shall suspend performance of the Services on a schedule acceptable to County, and County shall pay Engineer for all the Services performed plus suspension expenses. Upon restart of suspended Services, an equitable adjustment shall be made to Engineer's compensation and the Project schedule.

D. The provisions of this Article shall also apply to each individual Annual Fiscal Year Work Authorization, separate and apart from any other Annual Fiscal Year Work Authorizations, and without terminating or otherwise affecting this Agreement as a whole.

ARTICLE 15 - DELAY IN PERFORMANCE

A. Neither County nor Engineer shall be considered in default of this Agreement or any Annual Fiscal Year Work Authorization for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and delay in or inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either County or Engineer under this Agreement or any Annual Fiscal Year Work Authorization. Engineer shall be granted a reasonable extension of time for any delay in its performance caused by any such circumstances.

B. Should such circumstances occur, the nonperforming party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance.

ARTICLE 16 - PROJECT TEAM

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

Robert B. Daigh, P.E.
Sr. Director of Infrastructure
Williamson County Department of Infrastructure
3151 S. E. Inner Loop,
Georgetown, Texas 78626

County shall have the right, from time to time, to change the County's Designated Representative by giving Engineer written notice thereof. With respect to any action, decision or determination which is to be taken or made by County under this Agreement, the County's Designated Representative may take such action or make such decision or determination or shall notify Engineer in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the County's Designated

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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 the County's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the County's Designated Representative shall be binding on County; *provided, however,* the County's Designated Representative shall not have any right to execute, modify, amend or terminate this Agreement, an executed Annual Fiscal Year Work Authorization, an executed Supplemental Annual Fiscal Year Work Authorization or executed amendment to this Agreement unless otherwise granted such authority by the Williamson County Commissioners Court.

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

HNTB Corporation
Attn: Christen Eschberger
101 E. Old Settlers Blvd., Suite 225
Round Rock, Texas 78664

Engineer shall have the right, from time to time, to change Engineer's Designated Representative by giving County written notice thereof. With respect to any action, decision or determination which is to be taken or made by Engineer under this Agreement, 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 Engineer's Designated Representative on behalf of Engineer shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Agreement, in which case, actions taken by Engineer's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by Engineer's Designated Representative shall be binding on Engineer. Engineer's Designated Representative shall have the right to modify, amend and execute Annual Fiscal Year Work Authorizations, Supplemental Annual Fiscal Year Work Authorizations and amendments of this Agreement on behalf of Engineer.

ARTICLE 17 - NOTICES

A. Any notice required by this Agreement shall be made in writing to the address specified below:

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

With copy to: Robert B. Daigh, P.E.
Sr. Director of Infrastructure
Williamson County Department of Infrastructure
3151 S. E. Inner Loop,
Georgetown, Texas 78626

DocuSign Envelope ID: ECDED0E2-66F3-40EA-8B81-8C0008DAA879

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

and to: County Auditor
Williamson County
710 Main Street, Suite 301
Georgetown, Texas 78626

Engineer: HNTB Corporation
Attn: Christen Eschberger
101 E. Old Settlers Blvd., Suite 225
Round Rock, Texas 78664

B. Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of County and Engineer.

ARTICLE 18 - DISPUTES

A. In the event of a dispute between County and Engineer arising out of or related to this Agreement, or any Annual Fiscal Year Work Authorization, the aggrieved party shall notify the other party of the dispute within a reasonable time after such dispute arises. If the parties cannot thereafter resolve the dispute, each party shall nominate a senior officer of its management to meet to resolve the dispute by direct negotiation or mediation.

B. If the parties' senior officers are unable to resolve the dispute within thirty (30) days following the date in which the senior officers meet, and if a party wishes to pursue the claim subject of the dispute, 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. This provision shall survive the termination of the Agreement.

C. During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations hereunder.

ARTICLE 19 - EQUAL EMPLOYMENT OPPORTUNITY

A. During the performance of this Agreement and to the extent the Project is a federally funded project, Engineer, for itself, its assignees and successors in interest agrees as follows:

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1. Compliance with Regulations. Engineer shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.

2. Nondiscrimination. Engineer, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors/subconsultants, including procurements of materials and leases of equipment. Engineer shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by Engineer for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor/subconsultant or supplier shall be notified by Engineer of Engineer's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. Information and Reports. Engineer shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County (referred to in this Article as the “Recipient”) or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information Engineer shall so certify to the Recipient, or the Texas Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance. In the event of Engineer's noncompliance with the nondiscrimination provisions of this Agreement, the Recipient shall impose such contract sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to:

a. withholding of payments to Engineer under the contract until Engineer complies, and/or;
b. cancellation, termination or suspension of the Agreement, in whole or in part.

6. Incorporation of Provisions. Engineer shall include the provisions of Subsections (1) through (6) above in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. Engineer shall take such action with respect to any subcontract or procurement as the Recipient or the Texas Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved

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in, or is threatened with, litigation with a subcontractor/subconsultant or supplier as a result of such direction, Engineer may request the Recipient to enter into such litigation to protect the interests of the Recipient, and, in addition, Engineer may request the United States to enter into such litigation to protect the interests of the United States.

B. Engineer hereby affirms its support of affirmative action and that it abides by the provisions of the "Equal Opportunity Clause" of Section 202 of Executive Order 11246 and other applicable laws and regulations. Engineer affirms its policy to recruit and hire employees without regard to race, age, color, religion, sex, sexual preference/orientation, marital status, citizen status, national origin or ancestry, presence of a disability or status as a Veteran of the Vietnam era or any other legally protected status. It is Engineer's policy to treat employees equally with respect to compensation, advancement, promotions, transfers and all other terms and conditions of employment.

C. Engineer further affirms completion of applicable governmental employer information reports including the EEO-1 and VETS-100 reports, and maintenance of a current Affirmative Action Plan as required by Federal regulations.

ARTICLE 20 - CONTRACT DOCUMENTS AND APPLICABLE PROJECT DOCUMENTS

A. Contract Documents. The Contract Documents consist of this Agreement, any exhibits attached hereto (which exhibits are hereby incorporated into and made a part of this Agreement), any fully executed Annual Fiscal Year Work Authorizations; any fully executed Supplemental Annual Fiscal Year Work Authorizations and all fully executed amendments of this Agreement which are subsequently issued. These form the entire contract, and all are as fully a part of this Agreement as if attached to this Agreement or repeated herein.

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

1. TxDOT 2011 Texas Manual of Uniform Traffic Control Devices for Streets and Highways, including latest revisions
2. Texas Department of Transportation's Standard Specifications for Construction of Highways, Streets, and Bridges, 2014 or 2024, as applicable
3. National Environmental Policy Act (NEPA)
4. Texas Accessibility Standards (TAS) of the Architectural Barriers Act, Article 9102, Texas Civil Statutes, Effective April 4, 1994, including latest revisions
5. Americans with Disabilities Act (ADA) Regulations
6. U.S. Army Corps Regulations
7. International Building Code, current edition as updated
8. Williamson County Design Criteria & Project Development Manual, latest edition
9. Williamson County Multi-Corridor Transportation Plan Project Level Environmental Review and Compliance Protocol, latest edition
10. Williamson County Protocol for Sustainable Roadsides, latest edition

DocuSign Envelope ID: ECDED0E2-66F3-40EA-8B81-8C0008DAA879

ARTICLE 21 - GENERAL PROVISIONS

A. Waiver. A waiver by either County or Engineer of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

B. Severability. The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement or any Annual Fiscal Year Work Authorization. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if it did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

C. Successors and Assigns. County and Engineer each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners, to the other party to this Agreement and to the successors, executors, administrators, permitted assigns, legal representatives, and partners of such other party in respect to all provisions of this Agreement.

D. Assignment. Neither County nor Engineer shall assign any rights or duties under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld; provided, however, Engineer may assign its rights to payment without County's consent. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement. Nothing contained in this Article shall prevent Engineer from engaging independent consultants, associates, and subcontractors to assist in the performance of the Services.

E. No Third-Party Rights. The Services provided for in this Agreement are for the sole use and benefit of County and Engineer. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than County and Engineer.

F. Venue and Governing Law. 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.

G. Accounting Records. Engineer agrees to maintain, for a period of three (3) years after final payment under this Agreement, detailed records identifying each individual performing the Services, the date or dates the services were performed, the applicable hourly rates, the total amount billed for each individual and the total amount billed for all persons, records of reimbursable costs and expenses of other providers and provide such other details as may be

DocuSign Envelope ID: ECDED0E2-66F3-40EA-8B81-8C0008DAA879

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

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

I. 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.

J. 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.

K. 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.

L. 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.

M. Texas Public Information Act. To the extent, if any, that any provision in this Agreement is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that County, its officers and employees may request advice, decisions and opinions of the Attorney

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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.

N. Governing Terms and Conditions. If there is an irreconcilable conflict between the terms and conditions set forth in this Agreement or any amendment of this Agreement and the terms and conditions set forth in any Exhibit, Appendix, Annual Fiscal Year Work Authorization or Supplemental Annual Fiscal Year Work Authorization to this Agreement, the terms and conditions set forth in this Agreement or any amendment of this Agreement shall control over the terms and conditions set forth in any Exhibit, Appendix, Annual Fiscal Year Work Authorization or Supplemental Annual Fiscal Year Work Authorization to this Agreement.

O. Meaning of Day. For purposes of this Agreement, all references to a "day" or "days" shall mean a calendar day or calendar days.

ARTICLE 22 - PRIOR AGREEMENTS SUPERSEDED AND AMENDMENTS

This Agreement constitutes the sole agreement of the parties hereto and supersedes any prior understandings or written or oral contracts between the parties respecting the subject matter defined herein. This Agreement may only be amended or supplemented by mutual agreement of the parties hereto in writing. The terms set out in this Agreement may be modified by a written fully executed amendment.

SIGNATORY WARRANTY

The undersigned signatory for Engineer hereby represents and warrants that the signatory is an officer of the organization for which he/she has executed this 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, as has Engineer, signing by and through its duly authorized representative(s), thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions hereof, to be effective as of the date of the last party's execution below. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, TERMINATE OR MODIFY THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

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COUNTY:

WILLIAMSON COUNTY, TEXAS

By: _____

Printed Name: _____

Title: As Presiding Officer of the Williamson County Commissioners Court

Date: _____ ____, 20_____

ENGINEER:

HNTB CORPORATION

By: DocuSigned by: _____ 2DA2BCA605524AC...

Printed Name: Summer B. Lawton

Title: Vice President

Date: 1/4/2024 ____, 20____

DocuSign Envelope ID: ECDED0E2-66F3-40EA-8B81-8C0008DAA879

Exhibit A - Sample Annual Fiscal Year Work Authorization

ANNUAL FISCAL YEAR WORK AUTHORIZATION NUMBER _____

This Annual Fiscal Year Work Authorization is made as of this ____ day of _____, 20 __, under the terms and conditions established in the Agreement for Engineering Services **(**General Engineering Consultant (GEC) – Construction Management/Inspection Services), dated _____ ____, 20____ (the Agreement), between Williamson County, Texas (County) and _____ (Engineer). This Annual Fiscal Year Work Authorization is made for the following purpose, consistent with the Project defined in the Agreement:

[Insert a brief description of the Project elements to which the Annual Fiscal Year Work Authorization applies]

Section A. - Scope of Services

A.1. Engineer shall perform the following Services:

A.2. The following Services are not included in this Annual Fiscal Year Work Authorization, but shall be provided as Additional Services if authorized or confirmed in writing by the County:

A.3. In conjunction with the performance of the foregoing Services, Engineer shall provide the following submittals/deliverables (Documents) to County:

Section B. - Schedule

This Annual Fiscal Year Work Authorization shall be effective as of the date of the last party's execution below and continue until September 30, 20____. Engineer shall perform the Services and deliver the related Documents (if any) according to the following schedule:

Section C. - Compensation

C.1. In return for the performance of the foregoing obligations, County shall pay to Engineer the not-to-exceed amount of $_____, payable according to the Rate Schedule and terms of the Agreement.

C.2. Compensation for Additional Services (if any) shall be paid by County to Engineer according to the Rate Schedule and terms of the Agreement.

Section D. - County's Responsibilities

County shall perform and/or provide the following in a timely manner so as not to delay the Services of Engineer. Unless otherwise provided in this Annual Fiscal Year Work Authorization, County shall bear all costs incident to compliance with the following:

DocuSign Envelope ID: ECDED0E2-66F3-40EA-8B81-8C0008DAA879

Section E. - Other Provisions

The parties agree to the following provisions with respect to this specific Annual Fiscal Year Work Authorization:

IN WITNESS WHEREOF, the County and Engineer have executed this Annual Fiscal Year Work Authorization.

Williamson County, Texas (County)	HNTB CORPORATION (Engineer)
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____ ____, 20____	Date: _____ ____, 20____

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EXHIBIT B

SERVICES TO BE PROVIDED BY THE ENGINEER

The services to be performed by the Engineer (Consultant) under this Contract shall consist of providing engineering management services required to initiate and monitor production of contract documents and construction of road and drainage projects for the Williamson County Road Bond Program.

The Engineer will furnish materials required to perform the engineering services below.

Program Management

1. Identify specific program activities and update/modify program organizational and management documents, agreements, and process.
2. Meet with Commissioners and County staff monthly to identify priority projects.
3. Maintain unit cost data to develop cost estimates, cash flow schedules, and implementation schedules for priority projects.
4. Prepare Request for Qualifications (RFQ's) for project consultants and other professional services.
5. Assist in requesting qualification statements from engineering firms for design services, and from other service providers, as necessary.
6. Assist in selecting or pre-qualifying firms for review and consideration by the Commissioners Court for the road and drainage improvement projects and related activities.
7. Assist County Public Information Officer (PIO) in presenting the most up-to-date and relevant information for posting on the appropriate County website. Review the County website monthly. Provide updated language and exhibits to the PIO as needed for their use in updating the website.
8. Assist the County and Public Involvement consultant in developing public information strategies for the specific transportation project and for each of the road construction components. This would include items such as creation of a full-project multi-media presentation, regular newsletters, targeted project presentations, seminars, town meetings, trade show exhibits, school exhibits, library exhibits, educational materials, website materials, maps, informational pieces keyed to each road project, graphics and other exhibits, as needed.

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9. Meet with Texas Department of Transportation (TxDOT) representatives quarterly or as new on-system projects are kicked off, to review TxDOT's proposed improvement program for Williamson County and identify projects the County can facilitate and expedite. Prepare documentation for developing Advance Funding Agreements and Local On-System Agreements between Williamson County and TxDOT for "partnering" projects.

10. Update as necessary the standardized professional service agreement (PSA) and construction contracts for program activities.

11. Assist County staff and the County Commissioners with appearances and presentations to elected officials, government bodies, Capital Area Metropolitan Planning Organization (CAMPO), service organizations, chambers of commerce, neighborhood groups, school groups, various citizen groups, church groups, etc.

12. Coordinate and assist the Environmental Permitting consultants in updating the comprehensive mitigation program for County road bond projects, as needed.

13. Provide engineering program activities related to establishing the systems and procedures to implement the design and construction of road and drainage projects, including:
    - Meet and coordinate with various entities to establish goals, constraints, priorities, and responsibilities.
    - Prepare a Master Schedule for the Road Bond Program, including planning activities, design, right-of-way acquisition and construction phases. The Master Schedule will be updated monthly throughout the duration of the program and maintained in P6 or Microsoft Project.
    - Maintain Bond Program Standard Procedures Manual.
    - Maintain Bond Program Standard Forms.
    - Maintain Bond Program Engineering Design Criteria.
    - Maintain Bond Program Plan Preparation Criteria.
    - Provide an annual update of the Standard Detail sheets.
    - Review existing Construction Specifications and revise, as necessary. Create new Construction Specifications and Provisions, as needed.
    - Review existing Williamson County Bid Package and Contract Documents and revise, as necessary.

14. Assist in preparation of Interlocal Agreements with Cities partnering with the County to jointly fund and construct projects. Monitor City activities, schedules, and invoices as necessary.

15. Assist in preparation of Development Agreements with Developers partnering with the County to jointly fund and construct projects. Monitor Developer activities, schedules, and invoices as necessary.

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16. Provide expert witness assistance in Right of Way (ROW) acquisition cases and other technical assistance, as requested, in legal matters relating to the program activities.

17. Implement and maintain ProjectWise based project database to facilitate project management and coordination of design and construction efforts. Electronic filing system to include program management materials, planning documents, design documents, right-of-way documents, bid documents, and construction documents.

18. Implement and maintain GIS based ROW database to monitor ROW acquisition status and facilitate timely acquisition of ROW for construction projects.

19. Attend meetings, participate in phone calls, prepare correspondence, send and respond to emails related to the road bond projects.

20. Prepare and issue project documentation throughout the duration of the project.

21. Continually identify and assess industry best practices that might be of value to the Road Bond Program.

22. Provide ongoing monitoring and processing responses to Federal (US DOT and USFWS), State (TxDOT and TCEQ), and local (CAMPO) rulemaking, programs, funding and policy directives. Specifically, the team will focus on proposals that could affect project development and timely delivery of 2023 Road Bond projects. The team will also pursue new funding opportunities from US DOT and CAMPO and assist the County in preparing grant applications and providing information for project/program calls.

Design & Planning Phase Oversight

1. Attend meetings with Commissioners, County Staff, TxDOT, local government officials, project engineers and other County consultants as needed.

2. Assist the ROW acquisition team in the coordination of acquisitions services and the timely acquisition of ROW for roadway projects. Provide preliminary cost estimates and a priority acquisition schedule.

3. Manage and oversee the Utility Coordination (UC) consultant activities, including:
   - Provide UC consultant with project list, location maps, and implementation schedule.
   - Facilitate coordination between the UC consultant and design consultants.
   - Review reasonableness of utility conflict strip maps.
   - Facilitate coordination between the UC consultant and local governments. Assist in preparation of Interlocal Agreements with Cities and other government entities regarding the relocation of their utility facilities.
   - Review and process utility agreements submitted by the UC consultant.
   - Monitor anticipated relocation schedules to further the timely relocation of utilities for construction projects.

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- Review and process utility invoices submitted by the UC consultant.

4. Manage and oversee preliminary engineering, planning, and final engineering design activities and preparation of construction documents including:
   - Prepare draft scope of work for each road project.
   - Review final scope of work submitted for each road project.
   - Review reasonableness of engineering fee estimate for each project.
   - Assist Client in negotiation of contracts with selected firms.
   - Conduct kick-off meeting with project firm/team.
   - Review QA/QC plans submitted by design firms for conformance with County requirements.
   - Perform design and constructability reviews and provide one set of comments per submittal, including constructability reviews, in accordance with the Program Procedures Manual.
   - Coordinate environmental activities with design engineers, including project permitting, route/alignment issues, and right-of-way acquisition.
   - Review invoices, as requested.
   - Conduct a maximum of six (6) progress meetings per project and conduct in-house audits of project consultant activities on a monthly basis.
   - Oversee submission of plans to local governments, TxDOT, Texas Turnpike Authority (TTA), and Texas Commission on Environmental Quality (TCEQ), as required.
   - Provide project close-out, including obtaining and filing final design files received from design engineer once project construction is completed.

5. Manage and oversee the Environmental consultant activities, including:
   - Facilitate coordination between the Environmental consultant and design consultant.
   - Coordinate with Environmental consultant to obtain geological assessment, biological assessment, and endangered species habitat assessment for each project. Provide reviews in accordance with the Program Procedures Manual.
   - Review and provide comments on Regional Habitat Conservation Plan (RHCP) applications for construction projects. Submit RHCP applications on behalf of Williamson County.

6. Manage the geotechnical investigations, develop contracts for geotechnical firms as needed, and review and disseminate results from the geotechnical investigations. Provide and/or review pavement design for all county road projects.

7. Manage and oversee survey firm activities, including:
   - Prepare or review survey scope of work for on-call or project specific work authorizations.
   - Coordinate with surveyor to obtain field notes for proposed ROW acquisitions.
   - Review draft field notes for accuracy and coordinate with ROW attorney for title search.

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- Coordinate with surveyor to perform miscellaneous tasks, such as staking existing or proposed ROW line, providing aerial or drone photography, or performing topographic survey.

8. Provide constructability reviews for each project, including:
   - Review reasonableness and constructability of construction documents at milestone submittals, during both planning and design phases. Documents to be reviewed may include schematics/plans, survey data, as-built records, existing and proposed ROW maps, adjacent project plans, geotechnical investigations/reports, environmental reports, ROW/easement agreements, utility information, and pavement reports.
   - Perform site visit to confirm the quality of existing site condition information provided in the construction documents.
   - Review proposed construction phasing and verify that the project and its phases are constructible based on the information provided in the traffic control sheets, and that traffic movements for the entire project limits have been addressed.
   - Review detours and traffic control to verify milling, level-up, pavement, signage, markings, etc. have been quantified and are included in the construction quantities.
   - Review geotechnical recommendations and confirm the recommendations have been incorporated into the design, and do not conflict with the information provided in the earthwork and structural specifications.
   - Review limits of construction to confirm that all proposed work is contained within the limits of the ROW or easements.
   - Review reasonableness of engineering fee estimate for each project.
   - Provide value engineering services for projects outside of scope and budget, as necessary.

9. Provide bid phase services, including:
   - Coordinate the preparation of the final bid documents.
   - Coordinate with Commissioner and Purchasing staff to set advertising and bidding schedule.
   - Prepare contract advertisement and project summary for placement on Court agenda for approval to advertise.
   - Facilitate the pre-bid conference.
   - Prepare/distribute meeting minutes and sign-in sheet to attendees.
   - Assist County and design engineer with answering contractor questions during advertisement period.
   - Coordinate the preparation and distribution of addenda. Review and approve addenda prior to distribution to plan holders.
   - Coordinate with TxDOT as necessary to verify the prequalification and bidding capacity of contractors requesting bid proposal documents for projects on state highway system or utilizing federal funding, including reimbursements.
   - Attend the bid opening and review bids for completeness and compliance with the Invitation for Bids.
   - Review design engineer’s bid analysis and recommendation. Perform independent bid analysis, review bidder references, and review bidder qualifications.

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- Coordinate with Commissioner regarding bidder reference results and recommendation of contract award.
- Prepare recommendation of contract award to the successful bidder, for placement on Court agenda for approval.

Construction & Warranty Phase Oversight

1. Manage and oversee the construction of the projects, including:
   - Coordinate the preparation and execution of the construction contract documents.
   - Prepare and distribute Notice of Award to contractor.
   - Prepare and submit Notice of Intent to TCEQ and others, as required.
   - Coordinate distribution of Water Pollution and Abatement Plan or Contributing Zone Plan to contractor and construction observer.
   - Facilitate the pre-construction conference and prepare/distribute meeting minutes to attendees.
   - Perform pre-construction site visit and video existing conditions within the project limits for documentation purposes.
   - Prepare and distribute County TCEQ Site Notice to contractor for posting on construction project site billboard, as required.
   - Prepare and distribute the Notice to Proceed to contractor.
   - Coordinate the selection of an on-call testing firm for QA testing on behalf of the County and negotiate Work Authorizations as needed.
   - Review and evaluate contractor's construction schedule monthly.
   - Receive and process/approve construction submittals. Submittals approved by HNTB will be reviewed and returned to Contractor within fourteen (14) days of receipt.
   - Receive and review/document subcontractor agreements.
   - Perform construction observation and documentation and provide on-site staff on an as-needed basis to oversee construction of the projects.
   - Attend weekly construction progress meetings.
   - Prepare and issue construction update reports, weekly, bi-weekly, and/or monthly, depending on specific project requirements.
   - Photograph ongoing construction activities daily through construction of projects.
   - Prepare monthly construction update presentation for the Court.
   - Prepare and issue traffic control notifications to affected entities.
   - Perform and document traffic control inspections.
   - Perform and document SW3P inspections. Ensure contractor is complying with requirements of the Water Pollution and Abatement Plan or Contributing Zone Plan if applicable.
   - Receive and review QC test results for compliance with the specifications.
   - Schedule oversight (QA) testing on behalf of the County. Oversee the independent testing firms.
   - Coordinate with adjacent property owners, other agencies, and affected entities regarding construction schedule and impacts, or as needed.
   - Assist the County in documentation of the DBE program.

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- Prepare and process/respond to Requests for Information (RFIs) when necessary. Coordinate with the engineer of record as necessary.
- Prepare Change Orders when necessary. This may include negotiation of change order scope/prices and adjustments to contract time. Coordinate with Engineer of Record for plan and/or quantity revisions, as necessary. Prepare documentation detailing the reason for each Change Order and justification for new items, price adjustments, or time extensions. Discuss proposed Change Orders with the appropriate County Commissioner during development, submit proposed Change Orders to the Court for approval, and facilitate and track further Change Order processing to completion.
- Maintain program summary of proposed and executed changes orders for active and completed construction projects.
- Maintain construction records, including project diaries, daily reports, pay folders, SW3P inspection records, and TCP inspection records, as needed. Construction records for projects on the TxDOT system, or containing state/federal funds, will comply with TxDOT Local Government Project Procedures requirements.
- Review and recommend for approval monthly construction pay applications. Review requested quantities for payment and compare to documented construction progress during the pay period, confirm that contract quantities/prices and Change Orders are accurately included, confirm paid to date and retainage amounts, confirm that contract time utilized is recorded appropriately, review Material on Hand invoices, review DBE monthly reports if required, and confirm that partial lien waivers are included for both contractor and subcontractors.
- Coordinate with contractor regarding status of construction invoice payments. Correspond with subcontractors and material suppliers, as needed, regarding any outstanding payments from prime contractor.
- Coordinate with bond holders as necessary in the event of default by the prime contractor.
- Review contractor punchlist and request for substantial completion. Coordinate a project walk through and prepare a punchlist on behalf of the County. Compile punchlist on behalf of County and any other stakeholders (city, TxDOT, etc.).
- Prepare and distribute Notice of Substantial Completion to contractor, along with punchlist of items required to complete the project.

2. Coordinate, schedule, and attend ground breaking and ribbon cutting ceremonies. Review and edit press releases for accuracy.

3. Update County Staff and County Commissioners on project status and issues. As needed, meet individually with County Staff and County Commissioners to discuss project status and issues in greater detail.

4. Manage and oversee construction phase engineering design efforts and any necessary plan revisions. Provide QA reviews of construction phase design documents. Reviews may include quantity confirmation, constructability review, review of specifications specified, coordination with the existing construction documents, etc.

5. Prepare construction phase invoices for County submittal to TxDOT, developers, Cities, or

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other local entities for reimbursement of expenditures on jointly funded projects, as needed.

6. Coordinate with utility relocation/coordination team regarding construction phase utility relocations and conflicts.

7. Coordinate with the ROW acquisition team regarding construction phase acquisitions. Review ROW contracts to ensure ROW obligations are met during construction.

8. Coordinate and meet with County Road and Bridge, Purchasing, and Audit departments, and other County representatives as needed.

9. Coordinate with State agencies (TxDOT, TTA, TCEQ) and local governments to facilitate construction of the Road Bond projects with respect to facilities owned by these agencies, an/or to expedite the review and approval process of proposed change orders by these agencies.

10. Provide support to the County as requested in the event of a third-party claim.

11. Manage and oversee construction project close-out and warranty period, including:
    - Perform post-construction site visit to verify completion of the punchlist and video conditions within the project limits for documentation purposes.
    - Upon completion of the punchlist, prepare and distribute Certificate of Completion to contractor.
    - Negotiate and respond to contractor claims on behalf of the County, as needed. This may include review of contractor provided claim documentation, review of project records, meetings with County staff, County Commissioners, or program management personnel to discuss claim/response, negotiation meetings with contractor, and preparation/and distribution of correspondence.
    - Obtain final record drawings from Contractor and review for accuracy. Maintain a pdf file containing final record drawings for each project.
    - Prepare and process final balancing Change Order to reconcile quantities adjusted due to field conditions.
    - Review and approve final pay application and retainage release.
    - Receive warranty bond from contractor and perform quarterly warranty inspections during the warranty period.
    - Upon receipt of all required closeout documentation, prepare and distribute Certificate of Acceptance to the contractor.
    - Prepare quarterly warranty reports and distribute to contractor. Coordinate with contractor regarding completion of required warranty work and prepare/issue notice to contractor upon successful completion of warranty period.
    - Scan all contract files and compile an electronic record of contract documents. Provide project closeout package to County in electronic format, including final record drawings received from Contractor, after project construction is accepted and the files are closed.

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EXHIBIT C

RATE SCHEDULE

Rate Schedule for HNTB Corporation

Classification	2024 BILLING RATE	Premium OT Billing Rate
Principal	$420	
Sr. Financial Advisor	$397	
Sr. Project Advisor	$414	
Project Advisor	$332	
Program Manager	$443	
Sr. Project Manager	$328	
Project Manager	$260	
Deputy Project Manager	$234	
Sr. Engineer	$234	
Project Engineer	$198	
Design Engineer	$157	
EIT	$128	
Sr. CADD Technician	$187	
CADD Technician	$97	
Principal Planner	$290	
Sr. Environmental Specialist	$286	
Environmental Specialist	$230	
Sr. Environmental Planner	$181	
Environmental Planner	$141	
Sr. GIS Analyst	$204	
GIS Analyst	$131	
Sr. Public Involvement Representative	$136	
Public Involvement Representative	$116	
Sr. Urban Planner	$256	
Urban Planner	$130	
Sr. ROW Agent	$220	
ROW Agent	$169	
Sr. Construction Manager	$229	
Construction Manager	$193	
Sr. Construction Representative	$165	$193
Construction Representative III	$158	$185

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Construction Representative II	$146	$171
Construction Representative	$111	$130
Sr. Developer	$210	
Developer II	$176	
Developer	$138	
Sr. Business Manager	$253	
Business Manager	$176	
Sr. Project Analyst	$164	
Project Analyst	$120	
Quality Manager	$229	
Sr. Project Controls	$189	
Project Controls	$106	
Sr. Scheduler	$234	
Scheduler	$175	
Administrative Assistant	$92	
Intern	$87	

Vehicle Leases will be reimbursed at a rate of $92.00/day

Rate Schedule for Front Line Advisory Group, LLC

Classification	**2024 BILLING RATES**
Principal	$210
Senior Program Controller	$194
Program Controller II	$174
Program Controller I	$157
Senior Program Scheduler	$187
Program Scheduler II	$169
Program Scheduler I	$152
Senior Program Analyst	$172
Program Analyst II	$155
Program Analyst I	$139
Senior Document Mgt Specialist	$100
Document Mgt Specialist II	$90
Document Mgt Specialist I	$81
Administrative Manager	$84

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Rate Schedule for B2Z Engineering, LLC

Classification	2024 BILLING RATE	Premium OT Billing Rate
Principal	$425.00	
Sr. Project Manager	$325.00	
Project Manager	$275.00	
Deputy Project Manager	$235.00	
Sr. Engineer	$235.00	
Project Engineer	$200.00	
Design Engineer	$165.00	
EIT	$135.00	
Sr. CADD Technician	$190.00	
CADD Technician	$100.00	
Sr. GIS Analyst	$210.00	
GIS Analyst	$150.00	
Sr. Public Involvement Representative	$140.00	
Public Involvement Representative	$120.00	
Sr. Construction Manager	$225.00	
Construction Manager	$200.00	
Sr. Construction Representative	$165.00	$200.00
Construction Representative III	$155.00	$190.00
Construction Representative II	$140.00	$170.00
Construction Representative	$110.00	$135.00
Sr. Business Manager	$235.00	
Business Manager	$180.00	
Sr. Project Analyst	$190.00	
Project Analyst	$120.00	
Quality Manager	$190.00	
Sr. Project Controls	$175.00	
Project Controls	$110.00	
Sr. Scheduler	$235.00	
Scheduler	$190.00	
Administrative Assistant	$95.00	
DIRECT EXPENSES		
Construction Truck 4x4 (Day rate)	$100.00	

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CPI Rate Adjustments: Rates shall remain firm for the initial first year of the Contract and such rates shall be deemed the "Initial Base Rates." Engineer may request rate adjustments, in writing, at least thirty (30) days prior to each annual anniversary date of the Contract. Upon County's receipt of a rate adjustment request, County will prepare a Contract Amendment setting forth the CPI rate adjustments and will provide such Contract Amendment to Engineer for its execution. Rate adjustments will take effect on the later of (1) one year after the Contract execution date or (2) the first (1st) day following the parties' complete execution of a Contract Amendment. Such rates shall remain in effect until the later of (1) the next annual anniversary date of the Contract; or (2) the date of the parties' complete execution of a new Contract Amendment that set forth adjustments to the prior rates. Any new rate adjustments will not become effective until a Contract Amendment is fully executed by the parties and no retroactive rate adjustments will be allowed.

Price adjustments will be made in accordance with changes in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, South Region (Base 1982-84 = 100).

The rate adjustment will be determined by multiplying the Initial Base Rates by a fraction, the numerator of which is the index number for most recently released index and the denominator of which is the index number for the first month of the Contract (the index number for the month in which the Agreement was originally executed). If the products are greater than the Initial Base Rates, County will pay the greater amounts as the rates during the successive year until the next rate adjustment. Rates for each successive year will never be less than the Initial Base Rates.

DocuSign Envelope ID: ECDED0E2-66F3-40EA-8B81-8C0008DAA879

Exhibit D

Williamson County
Vendor Reimbursement Policy

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

This Policy may be altered, deleted or amended, at any time and without prior notice to vendors, by action of the Williamson County Commissioners Court. Unenforceable provisions of this Policy, as imposed by applicable law, regulations, or judicial decisions, shall be deemed to be deleted. Any revisions to this Policy will be distributed to all current vendors doing business with the County.

1. Invoices and Affidavits

1.1 Invoices must adequately describe the goods or services provided to County and include all required backup (i.e., reimbursable expenses, mileage log, timesheets, receipts detailing expenses incurred etc.) that is in a form acceptable to the Williamson County Auditor. Invoices that do not adequately describe the goods or services provided to County or contain backup that is satisfactory to the Williamson County Auditor will be returned to vendor for revisions and the provision above relating to invoice errors resolved in favor of the County shall control as to the required actions of vendor and when such invoice must be paid by the County.

1.2 In the event an invoice includes charges based upon hourly billing rates for services or any other rates based upon the amount of time worked by an individual or individuals in performing services, whether the charges are being billed directly to the County or whether they are the basis of invoices from subcontractors for which the vendor seeks reimbursement from the County, the charges shall be accompanied by an affidavit signed by an officer or principal of the vendor certifying that the work was performed, it was authorized by the County and that all information contained in the invoice that is being submitted is true and correct.

1.3 Upon County's request, vendor must submit all bills paid affidavits wherein vendor must swear and affirm that vendor has paid each of its subcontractors, laborers, suppliers and material in full for all labor and materials provided to vendor for or in connection with services and work performed for County and, further, vendor must swear and affirm that vendor is not aware of any unpaid bills, claims, demands, or causes of action by any of its subcontractors, laborers, suppliers, or material for or in connection with the furnishing of labor or materials, or both, for services and work performed for County.

DocuSign Envelope ID: ECDED0E2-66F3-40EA-8B81-8C0008DAA879

2. Travel Reimbursement

2.1 The County will only cover costs associated with travel for vendors outside a 45-mile radius from the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626.

2.2 The County will only cover costs associated with travel as documented work for County. If a vendor is also doing business for another client, the travel costs must be split in proportion to the amount of work actually performed for the County and the other client. The only allowable travel expense will be for the specific days worked for Williamson County.

2.3 No advance payments will be made to vendor for travel expenditures. The travel expenditure may only be reimbursed after the expenditure/trip has already occurred and vendor has provided the Williamson County Auditor with all necessary and required backup.

2.4 Vendors must submit all travel reimbursement requests on each employee in full. Specifically, a travel reimbursement request must include all related travel reimbursement expenses relating to a particular trip for which vendor seeks reimbursement. Partial travel reimbursement requests will not be accepted (i.e., vendor should not submit hotel and mileage one month then the next month submit rental car and airfare). If the travel reimbursement appears incomplete, the invoice will be sent back to the vendor to be submitted when all information is ready to submit in full.

2.5 Reimbursement for transportation costs will be at the most reasonable means of transportation (i.e.: airline costs will be reimbursed for coach rate, rental car costs will only be reimbursed if rental car travel was most reasonable means of travel as compared to travel by air).

2.6 The County will not be responsible for, nor will the County reimburse additional charges due to personal preference or personal convenience of individual traveling.

2.7 The County will not reimburse airfare costs if airfare costs were higher than costs of mileage reimbursement.

2.8 Additional expenses associated with travel that is extended to save costs (i.e., Saturday night stay) may be reimbursed if costs of airfare would be less than the cost of additional expenses (lodging, meals, car rental, mileage) if the trip had not been extended. Documentation satisfactory to the Williamson County Auditor will be required to justify expenditure.

2.9 County will only reimburse travel expense to necessary personnel of the vendor (i.e., no spouse, friends or family members).

2.10 Except as otherwise set forth herein, a vendor must provide a paid receipt for all expenses. If a receipt cannot be obtained, a written sworn statement of the expense from the vendor may be substituted for the receipt.

2.11 Sales tax for meals and hotel stays are the only sales taxes that will be reimbursed. Sales tax on goods purchased will not be reimbursed. A sales tax exemption form is available from the Williamson County Auditor's Office upon request.

2.12 The County will not pay for any late charges on reimbursable items. It is the responsibility of the vendor to pay the invoice first and seek reimbursement from the County.

DocuSign Envelope ID: ECDED0E2-66F3-40EA-8B81-8C0008DAA879

3. Meals

3.1 Meal reimbursements are limited to a maximum of $59.00 per day on overnight travel. On day travel (travel that does not require an overnight stay), meal reimbursements are limited to a maximum of $25.00 per day. The travel must be outside the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626 by a 45-mile radius.

3.2 Receipts are required on meal reimbursement amounts up to the maximum per day amount stated for overnight or day travel. If receipts are not presented, the vendor can request per diem (per diem limits refer to 3.2). However, a vendor cannot combine per diem and meal receipts. Only one method shall be allowed.

3.3 Meals are reimbursable only to vendors who do not have necessary personnel located within a 45-mile radius of the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626, who are capable of carrying the vendor's obligations to the County. Meals will not be reimbursed to vendors who are located within a 45-mile radius of the Williamson County Courthouse.

3.4 County will not reimburse for alcoholic beverages.

3.5 Tips are reimbursable but must be reasonable to limitation of meal allowance

3.6 No meals purchased for entertainment purposes will be allowed.

3.7 Meal reimbursement must be substantiated with a hotel receipt.

4. Lodging

4.1 Hotel accommodations require an itemized hotel folio as a receipt. The lodging receipt should include name of the motel/hotel, number of occupant(s), goods or services for each individual charge (room rental, food, tax, etc.) and the name of the occupant(s). Credit card receipts or any other form of receipt are not acceptable.

4.2 Vendors will be reimbursed for a single room rate charge plus any applicable tax. If a single room is not available, the vendor must provide documentation to prove that a single room was not available in order to justify the expense over and above the single room rate. A vendor may also be required to provide additional documentation if a particular room rate appears to be excessive.

4.3 Personal telephone charges, whether local or long distance, will not be reimbursed.

5. Airfare

5.1 The County will only reimburse up to a coach price fare for air travel.

5.2 The County will exclude any additional charges due to personal preference or personal convenience of the individual traveling (i.e., seat preference charges, airline upgrades, etc. will not be an allowable reimbursement)

5.3 Air travel expenses must be supported with receipt copy of an airline ticket or an itinerary with actual ticket price paid. If tickets are purchased through a website, vendor must submit a copy of the webpage showing the ticket price if no paper ticket was issued.

5.4 Cancellation and/or change flight fees may be reimbursed by the County but vendor must provide the Williamson County Auditor with documentation in writing from a County department head providing authorization for the change.

5.5 The County will not reimburse vendor for tickets purchased with frequent flyer miles.

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6. Car Rental

6.1 Vendors that must travel may rent a car at their destination when it is less expensive than other transportation such as taxis, airport shuttles or public transportation such as buses or subways.

6.2 Cars rented must be economy or mid-size. Luxury vehicle rentals will not be reimbursed. Any rental costs over and above the cost of a mid-size rental will be adjusted.

6.3 Vendors will be reimbursed for rental cars if the rental car cost would have been less than the mileage reimbursement cost (based on the distance from vendor's point of origin to Williamson County, Texas) had the vendor driven vendor's car.

6.4 Vendors must return a car rental with appropriate fuel levels as required by rental agreement to avoid the car rental company from adding fuel charges.

6.5 Rental agreement and credit card receipt must be provided to County as back up for the request for reimbursement.

6.6 Insurance purchased when renting vehicle may also be reimbursed.

6.7 Car Rental optional extras such as GPS, roadside assistance, and administrative fees on Tolls will not be reimbursed.

7. Personal Car Usage

7.1 Personal vehicle usage will be reimbursed in an amount equal to the standard mileage rate allowed by the IRS.

7.2 Per code of Federal Regulations, Title 26, Subtitle A, Chapter 1, Subchapter B, Part IX, Section 274(d), all expense reimbursement requests must include the following:

7.2.1.1 Date

7.2.1.2 Destination

7.2.1.3 Purpose

7.2.1.4 Name of traveler(s)

7.2.1.5 Correspondence that verifies business purpose of the expense

7.3 The mileage for a personal vehicle must document the date, location of travel to/from, number of miles traveled and purpose of trip.

7.4 Mileage will be reimbursed on the basis of the most commonly used route.

7.5 Reimbursement for mileage shall not exceed the cost of a round trip coach airfare.

7.6 Reimbursement for mileage shall be prohibited between place of residence and usual place of work.

7.7 Mileage should be calculated from employee's regular place of work or their residence, whichever is the shorter distance when traveling to a meeting or traveling to Williamson County, Texas for vendors who are located outside of the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626 by at least a 45-mile radius.

7.8 When more than one person travels in same vehicle, only one person may claim mileage reimbursement.

7.9 Tolls, if reasonable, are reimbursable. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement (administrative fees on Tolls will not be reimbursed).

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7.10 Parking fees, if reasonable are reimbursable for meetings and hotel stays. For vendors who contract with a third party for visitor parking at vendor's place of business, Williamson County will not reimburse a vendor based on a percentage of its contracted visitor parking fees. Rather, Williamson County will reimburse Vendor for visitor parking on an individual basis for each time a visitor uses Vendor's visitor parking. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement.

7.11 Operating and maintenance expenses as well as other personal expenses, such as parking tickets, traffic violations, and car repairs and collision damage are not reimbursable.

8. Other Expenses

8.1 Taxi fare, bus tickets, conference registrations, parking, etc. must have a proper original receipt.

9. Repayment of Non-reimbursable Expense.

Vendors must, upon demand, immediately repay County for all inappropriately reimbursed expenses whenever an audit or subsequent review of any expense reimbursement documentation finds that such expense was reimbursed contrary to these guidelines and this Policy. Williamson County reserves the right to retain any amounts that are due or that become due to a vendor in order to collect any inappropriately reimbursed expenses that a vendor was paid.

10. Non-Reimbursable Expenses

In addition to the non-reimbursable items set forth above in this Policy, the following is a non- exhaustive list of expenses that will not be reimbursed by Williamson County:

10.1 Alcoholic beverages/tobacco products
10.2 Personal phone calls
10.3 Laundry service
10.4 Valet service (excludes hotel valet)
10.5 Movie rentals
10.6 Damage to personal items
10.7 Flowers/plants
10.8 Greeting cards
10.9 Fines and/or penalties
10.10 Entertainment, personal clothing, personal sundries and services
10.11 Transportation/mileage to places of entertainment or similar personal activities
10.12 Upgrades to airfare, hotel and/or car rental
10.13 Airport parking above the most affordable rate available
10.14 Excessive weight baggage fees or cost associated with more than two airline bags
10.15 Auto repairs

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10.16 Babysitter fees, kennel costs, pet or house-sitting fees
10.17 Saunas, massages or exercise facilities
10.18 Credit card delinquency fees or service fees
10.19 Doctor bills, prescription and other medical services
10.20 Hand tools
10.21 Safety Equipment (hard hats, safety vests, etc.)
10.22 Office Supplies
10.23 Lifetime memberships to any association
10.24 Donations to other entities
10.25 Any items that could be construed as campaigning
10.26 Technology Fees
10.27 Sales tax on goods purchased
10.28 Any other expenses which Williamson County deems, in its sole discretion, to be inappropriate or unnecessary expenditures.

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Exhibit E

DEBARMENT CERTIFICATION

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

I, the undersigned, being duly sworn or under penalty of perjury under the laws of the United States and the State of Texas, certifies that HNTB Corporation and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency:

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public* transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity* with commission of any of the offenses enumerated in paragraph (1)(b) of this certification;

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions* terminated for cause or default; and

(e) Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

HNTB Corporation

DocuSigned by:
[signature]
2D26CA8095204AC...
Signature of Certifying Official

Summer B. Lawton
Printed Name of Certifying Official

Vice President
Title of Certifying Official

1/4/2024 _____, 20___
Date

(2) Where the PROVIDER is unable to certify to any of the statements in this certification, such PROVIDER shall attach an explanation to this certification.

* federal, state, or local

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SUBSCRIBED and sworn to before me the undersigned authority by Summer B. Lawton the Vice President of HNTB Corporation, on behalf of said firm.

AMANDA MARIE MUNOZ
Notary ID #130115007
My Commission Expires
February 20, 2027

Notary Public in and for the
State of Texas

My commission expires: 02/20/2027

DocuSign Envelope ID: ECDED0E2-66F3-40EA-8B81-8C0008DAA879

Exhibit F

CERTIFICATES OF INSURANCE

ATTACHED BEHIND THIS PAGE

DocuSign Envelope ID: ECDED0E2-66F3-40EA-8B81-8C0008DAA879

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

1/1/2025

DATE (MM/DD/YYYY) 1/2/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
	INSURER(S) AFFORDING COVERAGE / **NAIC #** **INSURER A :** Zurich American Insurance Company / 16535
INSURED 1489174 HNTB CORP 101 East Old Settlers Boulevard, Suite 225 Round Rock TX 78664	**INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 20161222 **REVISION NUMBER:** XXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:	Y	Y	GLO 0769451	1/1/2024	1/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 2,000,000 $ 1,000,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	Y	BAP 0769452	1/1/2024	1/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 2,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			NOT APPLICABLE			EACH OCCURRENCE AGGREGATE 	$ XXXXXXX $ XXXXXXX $ XXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N / N/A If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	WC 0769453	1/1/2024	1/1/2025	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: HNTB JOB #82587; GENERAL ENGINEERING CONSULTANT (GEC) AND CONSTRUCTION MANAGEMENT/INSPECTION SERVICES FOR 2023 WILLIAMSON COUNTY ROAD BOND PROGRAM. WILLIAMSON COUNTY, TEXAS AND ITS DIRECTORS, OFFICERS, AND EMPLOYEES ARE ADDITIONAL INSUREDS AS RESPECTS GENERAL LIABILITY AND AUTOMOBILE LIABILITY, AND THESE COVERAGES ARE PRIMARY AND NON-CONTRIBUTORY, IF REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION APPLIES TO GENERAL LIABILITY, AUTOMOBILE LIABILITY AND WORKERS COMPENSATION, IF REQUIRED BY WRITTEN CONTRACT AND WHERE ALLOWED BY STATE LAW. DEDUCTIBLES: GL IS $0.00; AL IS $100K; WC IS $250K.

CERTIFICATE HOLDER

20161222
82587-WILLIAMSON COUNTY, TEXAS
100 WILCO WAY, SUITE P101
GEORGETOWN, TX 78626

CANCELLATION See Attachments

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Joseph M Agnello

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Attachment Code: D588370 Certificate ID: 20161222

POLICY NUMBER: WC 0769453

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 99 06 33

NOTIFICATION TO OTHERS OF CANCELLATION ENDORSEMENT

This endorsement is used to add the following to Part Six of the policy.

PART SIX
CONDITIONS

A. If we cancel this policy by written notice to you for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below. Notification to such person or organization will be provided at least 10 days prior to the effective date of the cancellation, as advised in our notice to you, or the longer number of days notice if indicated in the Schedule below.

B. If we cancel this policy by written notice to you for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.

C. If notice as described in Paragraphs A. or B. of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

SCHEDULE

Name and Address of Other Person(s) / Organization(s):	Number of Days Notice:
ANY PERSON OR ORGANIZATION YOU ARE REQUIRED TO PROVIDE NOTICE OF CANCELLATION, NONRENEWAL OR REDUCTION OF INSURANCE, AS DEFINED ABOVE, IN A WRITTEN CONTRACT, WRITTEN AGREEMENT, EXCEPT WHERE SUCH CONTRACT OR AGREEMENT IS PROHIBITED BY LAW.	**30**

All other terms and conditions of this policy remain unchanged.

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POLICY NUMBER: BAP 0769452

Notification to Others of Cancellation

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READIT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial Automobile Coverage Part

A. If we cancel this Coverage Part by written notice to the first Named Insured for any reason other than nonpayment of
premium, we will mail or deliver a copy of such written notice of cancellation:

1. To the name and address corresponding to each person or organization shown in the Schedule below; and
2. At least 10 days prior to the effective date of the cancellation, as advised in our notice to the first Named Insured, or the longer number of days notice if indicated in the Schedule below.

B. If we cancel this Coverage Part by written notice to the first Named Insured for nonpayment of premium, we will mail or
deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.

C. If notice as described in Paragraphs A. or B. of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

SCHEDULE

Name and Address of Other Person(s) / Organization(s):	Number of Days Notice:
ANY PERSON OR ORGANIZATION YOU ARE REQUIRED TO PROVIDE NOTICE OF CANCELLATION, NONRENEWAL OR REDUCTION OF INSURANCE, AS DEFINED ABOVE, IN A WRITTEN CONTRACT, WRITTEN AGREEMENT, EXCEPT WHERE SUCH CONTRACT OR AGREEMENT IS PROHIBITED BY LAW.	30

All other terms and conditions of this policy remain unchanged.

U-CA-812-A CW (05/10)

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POLICY NUMBER: GLO 0769451

Notification to Others of Cancellation

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part
Liquor Liability Coverage Part
Products/Completed Operations Liability Coverage Part

A. If we cancel this Coverage Part(s) by written notice to the first Named Insured for any reason other than nonpayment of
premium, we will mail or deliver a copy of such written notice of cancellation:

1. To the name and address corresponding to each person or organization shown in the Schedule below; and
2. At least 10 days prior to the effective date of the cancellation, as advised in our notice to the first Named Insured,
or the longer number of days notice if indicated in the Schedule below.

B. If we cancel this Coverage Part by written notice to the first Named Insured for nonpayment of premium, we will mail or
deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.

C. If notice as described in Paragraphs A. or B. of this endorsement is mailed, proof of mailing will be sufficient proof of such
notice.

SCHEDULE

Name and Address of Other Person(s) / Organization(s):	Name and Address of Other Person(s) / Organization(s):
ANY PERSON OR ORGANIZATION YOU ARE REQUIRED TO PROVIDE NOTICE OF CANCELLATION, NONRENEWAL OR REDUCTION OF INSURANCE, AS DEFINED ABOVE, IN A WRITTEN CONTRACT, WRITTEN AGREEMENT, EXCEPT WHERE SUCH CONTRACT OR AGREEMENT IS PROHIBITED BY LAW.	30

All other terms and conditions of this policy remain unchanged.

U-GL-1446-A CW (05/10)

DocuSign Envelope ID: ECDED0E2-66F3-40EA-8B81-8C0008DAA879

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/1/2024 1/2/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
	INSURER(S) AFFORDING COVERAGE / **NAIC #**
	INSURER A : Lloyd's of London
INSURED 1445095 HNTB CORP 101 East Old Settlers Boulevard, Suite 225 Round Rock TX 78664	**INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 20161240 **REVISION NUMBER:** XXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY			NOT APPLICABLE			EACH OCCURRENCE	$ XXXXXXX
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ XXXXXXX
							MED EXP (Any one person)	$ XXXXXXX
							PERSONAL & ADV INJURY	$ XXXXXXX
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ XXXXXXX
	☐ POLICY ☒ PRO-JECT ☒ LOC						PRODUCTS - COMP/OP AGG	$ XXXXXXX
	☐ OTHER:							$
	AUTOMOBILE LIABILITY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident)	$ XXXXXXX
	☐ ANY AUTO						BODILY INJURY (Per person)	$ XXXXXXX
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$ XXXXXXX
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$ XXXXXXX
								$ XXXXXXX
	UMBRELLA LIAB ☐ OCCUR			NOT APPLICABLE			EACH OCCURRENCE	$ XXXXXXX
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$ XXXXXXX
	☐ DED ☐ RETENTION $							$ XXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N			NOT APPLICABLE			☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ **(Mandatory in NH)**	N / A					E.L. EACH ACCIDENT	$ XXXXXXX
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ XXXXXXX
							E.L. DISEASE - POLICY LIMIT	$ XXXXXXX
A	PROFESSIONAL LIABILITY	N	Y	LDUSA2304553	5/1/2023	5/1/2024	$2,000,000 PER CLAIM/ ANNUAL AGGREGATE	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: HNTB JOB #82587; GENERAL ENGINEERING CONSULTANT (GEC) AND CONSTRUCTION MANAGEMENT/INSPECTION SERVICES FOR 2023 WILLIAMSON COUNTY ROAD BOND PROGRAM. WAIVER OF SUBROGATION APPLIES TO PROFESSIONAL LIABILITY, IF REQUIRED BY WRITTEN CONTRACT AND WHERE ALLOWED BY STATE LAW.

CERTIFICATE HOLDER

20161240
82587-WILLIAMSON COUNTY, TEXAS
100 WILCO WAY, SUITE P101
GEORGETOWN, TX 78626

CANCELLATION See Attachment

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Forms a part of policy no.: LDUSA2304553

Issued to: HNTB HOLDINGS LTD and as more fully detailed herein

By: UNDERWRITERS AT LLOYD'S, LONDON AND SUPPORTING INSURERS

ENDORSEMENT #14

ADVICE OF CANCELLATION TO ENTITIES OTHER THAN THE NAMED INSURED ENDORSEMENT

This endorsement modifies insurance provided by the policy:

SCHEDULE

Name of Certificate Holder(s) and Address:

WHERE PURSUANT TO A CONTRACT OR WRITTEN AGREEMENT THE INSURED HAS AGREED BY NATURE OF SUCH CONTRACT OR 'WRITTEN AGREEMENT WHERE THE INSURED HAS PROVIDED THE INSURERS WITH THE NAMES AND ADDRESS OF SUCH CERTIFICATE HOLDERS

A. If the **Insurer** cancels this policy, prior written notice of cancellation shall be given to the Certificate Holder(s) shown in the above Schedule (hereinafter, "Certificate Holder(s)") as follows:

1. a ten (10) day prior written notice of cancellation shall be given for non-payment of premium;

2. a sixty (60) day prior written notice of cancellation shall be given for any reason other than cancellation for non-payment of premium,

3. a sixty (60) day prior written notice of shall be given for non-renewal of this policy.

B. The **Insurer** shall provide sixty (60) days prior written notice of a **Material Change** during the policy period to the Certificate Holder(s).

Other than the right to receive notice of cancellation or a notice of a **material change** as set forth herein, this endorsement confers no rights under this policy to the Certificate Holder(s) including, but not limited to, additional insured status or additional **Named Insured** status.
The following definitions apply to this endorsement:

1. **Insurer** means the insurers shown in the Market Schedule attached to this policy

2. **Material Change** means the addition of an endorsement(s) to the policy after the policy inception date which:

    1. Reduces the Limits of Insurance/Liability; or
    2. Adds an Exclusion(s) to the policy.

All other terms and conditions of the policy remain the same.

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ANNUAL FISCAL YEAR WORK AUTHORIZATION NUMBER 01

This Annual Fiscal Year Work Authorization is made as of this ___ day of January, 2024, under the terms and conditions established in the Agreement for Engineering Services **(**General Engineering Consultant (GEC) – Construction Management/Inspection Services), dated January __, 2024 (the Agreement), between Williamson County, Texas (County) and HNTB Corporation (Engineer). This Annual Fiscal Year Work Authorization is made for the following purpose, consistent with the Project defined in the Agreement:

> *Provide engineering management services required to initiate and monitor production of contract documents and construction for the projects in the Williamson County 2023 Road Bond Program.*

Section A. - Scope of Services

A.1. Engineer shall perform the following Services:

See attached Exhibit B

A.2. The following Services are not included in this Annual Fiscal Year Work Authorization, but shall be provided as Additional Services if authorized or confirmed in writing by the County:

Any Services not listed in Exhibit B and/or exceeding the Authorized Fee.

A.3. In conjunction with the performance of the foregoing Services, Engineer shall provide the following submittals/deliverables (Documents) to County:

See attached Exhibit B

Section B. - Schedule

This Annual Fiscal Year Work Authorization shall be effective as of the date of the last party's execution below and continue until September 30, 2024. Engineer shall perform the Services and deliver the related Documents (if any) according to the following schedule:

January 1, 2024 – September 30, 2024

Section C. - Compensation

C.1. In return for the performance of the foregoing obligations, County shall pay to Engineer the not-to-exceed amount of $14,356,030, payable according to the Rate Schedule and terms of the Agreement.

C.2. Compensation for Additional Services (if any) shall be paid by County to Engineer according to the Rate Schedule and terms of the Agreement.

DocuSign Envelope ID: 55AB481B-49CE-414C-86CA-B1B290977F12

Section D. - County's Responsibilities

County shall perform and/or provide the following in a timely manner so as not to delay the Services of Engineer. Unless otherwise provided in this Annual Fiscal Year Work Authorization, County shall bear all costs incident to compliance with the following:
See Attached Exhibit A.

Section E. - Other Provisions

The parties agree to the following provisions with respect to this specific Annual Fiscal Year Work Authorization:

Not Applicable

IN WITNESS WHEREOF, the County and Engineer have executed this Annual Fiscal Year Work Authorization.

Williamson County, Texas (County)	HNTB CORPORATION (Engineer)
By: _____	By: DocuSigned by: 2DA2BCA605524AC...
Name: _____	Name: Summer B. Lawton
Title: _____	Title: Vice President
Date: _____ ____, 20____	Date: 12/29/2023

DocuSign Envelope ID: 55AB481B-49CE-414C-86CA-B1B290977F12

EXHIBIT A

SERVICES TO BE PROVIDED BY THE COUNTY

The services to be provided by COUNTY under the Agreement shall consist of the following items for the Williamson County Road Bond Program road and drainage projects.

1. Furnish all reference documents, information and project data for the development of the projects.
2. Provide traffic data and available schematic layouts for projects in the bond program.
3. Provide design contracts, fee schedules, and project schedules as provided by the project consultants

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EXHIBIT B

SERVICES TO BE PROVIDED BY THE ENGINEER

The services to be performed by the Engineer (Consultant) under this Contract shall consist of providing engineering management services required to initiate and monitor production of contract documents and construction of road and drainage projects for the Williamson County Road Bond Program.

The Engineer will furnish materials required to perform the engineering services below.

Program Management

1. Identify specific program activities and update/modify program organizational and management documents, agreements, and process.
2. Meet with Commissioners and County staff monthly to identify priority projects.
3. Maintain unit cost data to develop cost estimates, cash flow schedules, and implementation schedules for priority projects.
4. Prepare Request for Qualifications (RFQ's) for project consultants and other professional services.
5. Assist in requesting qualification statements from engineering firms for design services, and from other service providers, as necessary.
6. Assist in selecting or pre-qualifying firms for review and consideration by the Commissioners Court for the road and drainage improvement projects and related activities.
7. Assist County Public Information Officer (PIO) in presenting the most up-to-date and relevant information for posting on the appropriate County website. Review the County website monthly. Provide updated language and exhibits to the PIO as needed for their use in updating the website.
8. Assist the County and Public Involvement consultant in developing public information strategies for the specific transportation project and for each of the road construction components. This would include items such as creation of a full-project multi-media presentation, regular newsletters, targeted project presentations, seminars, town meetings, trade show exhibits, school exhibits, library exhibits, educational materials, website materials, maps, informational pieces keyed to each road project, graphics and other exhibits, as needed.

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9. Meet with Texas Department of Transportation (TxDOT) representatives quarterly or as new on-system projects are kicked off, to review TxDOT's proposed improvement program for Williamson County and identify projects the County can facilitate and expedite. Prepare documentation for developing Advance Funding Agreements and Local On-System Agreements between Williamson County and TxDOT for "partnering" projects.

10. Update as necessary the standardized professional service agreement (PSA) and construction contracts for program activities.

11. Assist County staff and the County Commissioners with appearances and presentations to elected officials, government bodies, Capital Area Metropolitan Planning Organization (CAMPO), service organizations, chambers of commerce, neighborhood groups, school groups, various citizen groups, church groups, etc.

12. Coordinate and assist the Environmental Permitting consultants in updating the comprehensive mitigation program for County road bond projects, as needed.

13. Provide engineering program activities related to establishing the systems and procedures to implement the design and construction of road and drainage projects, including:
    - Meet and coordinate with various entities to establish goals, constraints, priorities, and responsibilities.
    - Prepare a Master Schedule for the Road Bond Program, including planning activities, design, right-of-way acquisition and construction phases. The Master Schedule will be updated monthly throughout the duration of the program and maintained in P6 or Microsoft Project.
    - Maintain Bond Program Standard Procedures Manual.
    - Maintain Bond Program Standard Forms.
    - Maintain Bond Program Engineering Design Criteria.
    - Maintain Bond Program Plan Preparation Criteria.
    - Provide an annual update of the Standard Detail sheets.
    - Review existing Construction Specifications and revise, as necessary. Create new Construction Specifications and Provisions, as needed.
    - Review existing Williamson County Bid Package and Contract Documents and revise, as necessary.

14. Assist in preparation of Interlocal Agreements with Cities partnering with the County to jointly fund and construct projects. Monitor City activities, schedules, and invoices as necessary.

15. Assist in preparation of Development Agreements with Developers partnering with the County to jointly fund and construct projects. Monitor Developer activities, schedules, and invoices as necessary.

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16. Provide expert witness assistance in Right of Way (ROW) acquisition cases and other technical assistance, as requested, in legal matters relating to the program activities.

17. Implement and maintain ProjectWise based project database to facilitate project management and coordination of design and construction efforts. Electronic filing system to include program management materials, planning documents, design documents, right-of-way documents, bid documents, and construction documents.

18. Implement and maintain GIS based ROW database to monitor ROW acquisition status and facilitate timely acquisition of ROW for construction projects.

19. Attend meetings, participate in phone calls, prepare correspondence, send and respond to emails related to the road bond projects.

20. Prepare and issue project documentation throughout the duration of the project.

21. Continually identify and assess industry best practices that might be of value to the Road Bond Program.

22. Provide ongoing monitoring and processing responses to Federal (US DOT and USFWS), State (TxDOT and TCEQ), and local (CAMPO) rulemaking, programs, funding and policy directives. Specifically, the team will focus on proposals that could affect project development and timely delivery of 2023 Road Bond projects. The team will also pursue new funding opportunities from US DOT and CAMPO and assist the County in preparing grant applications and providing information for project/program calls.

Design & Planning Phase Oversight

1. Attend meetings with Commissioners, County Staff, TxDOT, local government officials, project engineers and other County consultants as needed.

2. Assist the ROW acquisition team in the coordination of acquisitions services and the timely acquisition of ROW for roadway projects. Provide preliminary cost estimates and a priority acquisition schedule.

3. Manage and oversee the Utility Coordination (UC) consultant activities, including:
   - Provide UC consultant with project list, location maps, and implementation schedule.
   - Facilitate coordination between the UC consultant and design consultants.
   - Review reasonableness of utility conflict strip maps.
   - Facilitate coordination between the UC consultant and local governments. Assist in preparation of Interlocal Agreements with Cities and other government entities regarding the relocation of their utility facilities.
   - Review and process utility agreements submitted by the UC consultant.

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- Monitor anticipated relocation schedules to further the timely relocation of utilities for construction projects.
- Review and process utility invoices submitted by the UC consultant.

4. Manage and oversee preliminary engineering, planning, and final engineering design activities and preparation of construction documents including:
   - Prepare draft scope of work for each road project.
   - Review final scope of work submitted for each road project.
   - Review reasonableness of engineering fee estimate for each project.
   - Assist Client in negotiation of contracts with selected firms.
   - Conduct kick-off meeting with project firm/team.
   - Review QA/QC plans submitted by design firms for conformance with County requirements.
   - Perform design and constructability reviews and provide one set of comments per submittal, including constructability reviews, in accordance with the Program Procedures Manual.
   - Coordinate environmental activities with design engineers, including project permitting, route/alignment issues, and right-of-way acquisition.
   - Review invoices, as requested.
   - Conduct a maximum of six (6) progress meetings per project and conduct in-house audits of project consultant activities on a monthly basis.
   - Oversee submission of plans to local governments, TxDOT, Texas Turnpike Authority (TTA), and Texas Commission on Environmental Quality (TCEQ), as required.
   - Provide project close-out, including obtaining and filing final design files received from design engineer once project construction is completed.

5. Manage and oversee the Environmental consultant activities, including:
   - Facilitate coordination between the Environmental consultant and design consultant.
   - Coordinate with Environmental consultant to obtain geological assessment, biological assessment, and endangered species habitat assessment for each project. Provide reviews in accordance with the Program Procedures Manual.
   - Review and provide comments on Regional Habitat Conservation Plan (RHCP) applications for construction projects. Submit RHCP applications on behalf of Williamson County.

6. Manage the geotechnical investigations, develop contracts for geotechnical firms as needed, and review and disseminate results from the geotechnical investigations. Provide and/or review pavement design for all county road projects.

7. Manage and oversee survey firm activities, including:
   - Prepare or review survey scope of work for on-call or project specific work authorizations.
   - Coordinate with surveyor to obtain field notes for proposed ROW acquisitions.

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- Review draft field notes for accuracy and coordinate with ROW attorney for title search.
- Coordinate with surveyor to perform miscellaneous tasks, such as staking existing or proposed ROW line, providing aerial or drone photography, or performing topographic survey.

8. Provide constructability reviews for each project, including:
   - Review reasonableness and constructability of construction documents at milestone submittals, during both planning and design phases. Documents to be reviewed may include schematics/plans, survey data, as-built records, existing and proposed ROW maps, adjacent project plans, geotechnical investigations/reports, environmental reports, ROW/easement agreements, utility information, and pavement reports.
   - Perform site visit to confirm the quality of existing site condition information provided in the construction documents.
   - Review proposed construction phasing and verify that the project and its phases are constructible based on the information provided in the traffic control sheets, and that traffic movements for the entire project limits have been addressed.
   - Review detours and traffic control to verify milling, level-up, pavement, signage, markings, etc. have been quantified and are included in the construction quantities.
   - Review geotechnical recommendations and confirm the recommendations have been incorporated into the design, and do not conflict with the information provided in the earthwork and structural specifications.
   - Review limits of construction to confirm that all proposed work is contained within the limits of the ROW or easements.
   - Review reasonableness of engineering fee estimate for each project.
   - Provide value engineering services for projects outside of scope and budget, as necessary.

9. Provide bid phase services, including:
   - Coordinate the preparation of the final bid documents.
   - Coordinate with Commissioner and Purchasing staff to set advertising and bidding schedule.
   - Prepare contract advertisement and project summary for placement on Court agenda for approval to advertise.
   - Facilitate the pre-bid conference.
   - Prepare/distribute meeting minutes and sign-in sheet to attendees.
   - Assist County and design engineer with answering contractor questions during advertisement period.
   - Coordinate the preparation and distribution of addenda. Review and approve addenda prior to distribution to plan holders.
   - Coordinate with TxDOT as necessary to verify the prequalification and bidding capacity of contractors requesting bid proposal documents for projects on state highway system or utilizing federal funding, including reimbursements.
   - Attend the bid opening and review bids for completeness and compliance with the Invitation for Bids.

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- Review design engineer's bid analysis and recommendation. Perform independent bid analysis, review bidder references, and review bidder qualifications.
- Coordinate with Commissioner regarding bidder reference results and recommendation of contract award.
- Prepare recommendation of contract award to the successful bidder, for placement on Court agenda for approval.

Construction & Warranty Phase Oversight

1. Manage and oversee the construction of the projects, including:
   - Coordinate the preparation and execution of the construction contract documents.
   - Prepare and distribute Notice of Award to contractor.
   - Prepare and submit Notice of Intent to TCEQ and others, as required.
   - Coordinate distribution of Water Pollution and Abatement Plan or Contributing Zone Plan to contractor and construction observer.
   - Facilitate the pre-construction conference and prepare/distribute meeting minutes to attendees.
   - Perform pre-construction site visit and video existing conditions within the project limits for documentation purposes.
   - Prepare and distribute County TCEQ Site Notice to contractor for posting on construction project site billboard, as required.
   - Prepare and distribute the Notice to Proceed to contractor.
   - Coordinate the selection of an on-call testing firm for QA testing on behalf of the County and negotiate Work Authorizations as needed.
   - Review and evaluate contractor's construction schedule monthly.
   - Receive and process/approve construction submittals. Submittals approved by HNTB will be reviewed and returned to Contractor within fourteen (14) days of receipt.
   - Receive and review/document subcontractor agreements.
   - Perform construction observation and documentation and provide on-site staff on an as-needed basis to oversee construction of the projects.
   - Attend weekly construction progress meetings.
   - Prepare and issue construction update reports, weekly, bi-weekly, and/or monthly, depending on specific project requirements.
   - Photograph ongoing construction activities daily through construction of projects.
   - Prepare monthly construction update presentation for the Court.
   - Prepare and issue traffic control notifications to affected entities.
   - Perform and document traffic control inspections.
   - Perform and document SW3P inspections. Ensure contractor is complying with requirements of the Water Pollution and Abatement Plan or Contributing Zone Plan if applicable.
   - Receive and review QC test results for compliance with the specifications.
   - Schedule oversight (QA) testing on behalf of the County. Oversee the independent testing firms.
   - Coordinate with adjacent property owners, other agencies, and affected entities

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regarding construction schedule and impacts, or as needed.

- Assist the County in documentation of the DBE program.
- Prepare and process/respond to Requests for Information (RFIs) when necessary. Coordinate with the engineer of record as necessary.
- Prepare Change Orders when necessary. This may include negotiation of change order scope/prices and adjustments to contract time. Coordinate with Engineer of Record for plan and/or quantity revisions, as necessary. Prepare documentation detailing the reason for each Change Order and justification for new items, price adjustments, or time extensions. Discuss proposed Change Orders with the appropriate County Commissioner during development, submit proposed Change Orders to the Court for approval, and facilitate and track further Change Order processing to completion.
- Maintain program summary of proposed and executed changes orders for active and completed construction projects.
- Maintain construction records, including project diaries, daily reports, pay folders, SW3P inspection records, and TCP inspection records, as needed. Construction records for projects on the TxDOT system, or containing state/federal funds, will comply with TxDOT Local Government Project Procedures requirements.
- Review and recommend for approval monthly construction pay applications. Review requested quantities for payment and compare to documented construction progress during the pay period, confirm that contract quantities/prices and Change Orders are accurately included, confirm paid to date and retainage amounts, confirm that contract time utilized is recorded appropriately, review Material on Hand invoices, review DBE monthly reports if required, and confirm that partial lien waivers are included for both contractor and subcontractors.
- Coordinate with contractor regarding status of construction invoice payments. Correspond with subcontractors and material suppliers, as needed, regarding any outstanding payments from prime contractor.
- Coordinate with bond holders as necessary in the event of default by the prime contractor.
- Review contractor punchlist and request for substantial completion. Coordinate a project walk through and prepare a punchlist on behalf of the County. Compile punchlist on behalf of County and any other stakeholders (city, TxDOT, etc.).
- Prepare and distribute Notice of Substantial Completion to contractor, along with punchlist of items required to complete the project.

2. Coordinate, schedule, and attend ground breaking and ribbon cutting ceremonies. Review and edit press releases for accuracy.

3. Update County Staff and County Commissioners on project status and issues. As needed, meet individually with County Staff and County Commissioners to discuss project status and issues in greater detail.

4. Manage and oversee construction phase engineering design efforts and any necessary plan revisions. Provide QA reviews of construction phase design documents. Reviews may include quantity confirmation, constructability review, review of specifications specified, coordination with the existing construction documents, etc.

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5. Prepare construction phase invoices for County submittal to TxDOT, developers, Cities, or other local entities for reimbursement of expenditures on jointly funded projects, as needed.

6. Coordinate with utility relocation/coordination team regarding construction phase utility relocations and conflicts.

7. Coordinate with the ROW acquisition team regarding construction phase acquisitions. Review ROW contracts to ensure ROW obligations are met during construction.

8. Coordinate and meet with County Road and Bridge, Purchasing, and Audit departments, and other County representatives as needed.

9. Coordinate with State agencies (TxDOT, TTA, TCEQ) and local governments to facilitate construction of the Road Bond projects with respect to facilities owned by these agencies, an/or to expedite the review and approval process of proposed change orders by these agencies.

10. Provide support to the County as requested in the event of a third-party claim.

11. Manage and oversee construction project close-out and warranty period, including:
    - Perform post-construction site visit to verify completion of the punchlist and video conditions within the project limits for documentation purposes.
    - Upon completion of the punchlist, prepare and distribute Certificate of Completion to contractor.
    - Negotiate and respond to contractor claims on behalf of the County, as needed. This may include review of contractor provided claim documentation, review of project records, meetings with County staff, County Commissioners, or program management personnel to discuss claim/response, negotiation meetings with contractor, and preparation/and distribution of correspondence.
    - Obtain final record drawings from Contractor and review for accuracy. Maintain a pdf file containing final record drawings for each project.
    - Prepare and process final balancing Change Order to reconcile quantities adjusted due to field conditions.
    - Review and approve final pay application and retainage release.
    - Receive warranty bond from contractor and perform quarterly warranty inspections during the warranty period.
    - Upon receipt of all required closeout documentation, prepare and distribute Certificate of Acceptance to the contractor.
    - Prepare quarterly warranty reports and distribute to contractor. Coordinate with contractor regarding completion of required warranty work and prepare/issue notice to contractor upon successful completion of warranty period.
    - Scan all contract files and compile an electronic record of contract documents. Provide project closeout package to County in electronic format, including final record drawings received from Contractor, after project construction is accepted and the files are closed.

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	Principal	Sr. Project Advisor	Project Advisor	Program Manager	Sr. Project Manager	Project Manager	Deputy Project Manager	Sr. Engineer	Project Engineer	Design Engineer	EIT	Sr. CADD Technician	CADD Technician	Principal Planner	Environmental Specialist	Sr. Environmental Planner	Environmental Planner	GIS Analyst	Sr. Public Involvement Representative
January 1, 2024- September 30, 2024	225	2,079	73	966	9,569	5,433	186	243	5,376	626	6,459	43	51	102	222	1,093	471	1,015	2
WORK AUTHORIZATION TOTALS	225	2,079	73	966	9,569	5,433	186	243	5,376	626	6,459	43	51	102	222	1,093	471	1,015	2
BILLING RATES	$ 420	$ 414	$ 332	$ 443	$ 328	$ 260	$ 234	$ 234	$ 198	$ 157	$ 128	$ 187	$ 97	$ 290	$ 230	$ 181	$ 141	$ 131	$ 136
TOTAL HNTB LABOR	$ 94,500	$ 860,706	$ 24,236	$ 427,938	$ 3,138,632	$ 1,412,580	$ 43,524	$ 56,862	$ 1,064,448	$ 98,282	$ 826,752	$ 8,041	$ 4,947	$ 29,580	$ 51,060	$ 197,833	$ 66,411	$ 132,965	$ 272
HNTB Fee																			
January 1, 2024- September 30, 2024																			
SUBTOTAL																			
JOB TOTALS																			

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Sr. Urban Planner	Urban Planner	Sr. Construction Manager	Construction Manager	Sr. Construction Representative	Construction Representative III	Construction Representative II	Construction Representative	Sr. Developer	Developer II	Developer	Sr. Business Manager	Project Analyst	Quality Manager	Sr. Project Controls	Project Controls	Sr. Scheduler	Scheduler	Administrative Assistant	Intern	**TOTALS**
336	941	171	3,161	3,087	7,958	1,499	151	364	71	49	4	277	57	4,805	4,961	-	25	121	2,012	64,284
336	941	171	3,161	3,087	7,958	1,499	151	364	71	49	4	277	57	4,805	4,961	-	25	121	2,012	64,284
$ 256	$ 130	$ 229	$ 193	$ 165	$ 158	$ 146	$ 111	$ 210	$ 176	$ 138	$ 253	$ 120	$ 229	$ 189	$ 106	$ 234	$ 175	$ 92	$ 87	
$ 86,016	$ 122,330	$ 39,159	$ 610,073	$ 509,355	$ 1,257,364	$ 218,854	$ 16,761	$ 76,440	$ 12,496	$ 6,762	$ 1,012	$ 33,240	$ 13,053	$ 908,145	$ 525,866	$ -	$ 4,375	$ 11,132	$ 175,044	$ 13,167,046

	Total Hours	Expenses		Labor	Subconsultant Labor	**TOTAL FEE**
		Reproduction / Headlight	Travel			
	64,284	$ 38,000	$ 158,000	$ 13,167,046	$ 992,984.19	$ 14,356,030
	64,284					**$ 14,356,030**
	64,284	$ 38,000	$ 158,000	$ 13,167,046	$ 992,984.19	$ 14,356,030

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Subconsultant Fee Schedule - FLAG

	Principal	Senior Program Controller	Program Controller II	Program Controller I	Sr. Program Scheduler	Program Scheduler II	Program Scheduler I	Senior Program Analyst	Program Analyst II	Program Analyst I	Senior Document Mgt Specialist	Document Mgt Specialist II	Document Mgt Specialist I	Administrative Manager	**TOTALS**
January 1, 2024 to September 30, 2024	585	1,560			1,560			1,560						96	5,361
WORK AUTHORIZATION TOTALS	585	1,560	-	-	1,560	-	-	1,560	-	-	-	-	-	96	5,361
BILLING RATES	$ 210.11	$ 193.51	$ 174.16	$ 156.74	$ 187.28	$ 168.55	$ 151.69	$ 171.76	$ 154.59	$ 139.13	$ 99.52	$ 89.57	$ 80.61	$ 84.29	
TOTAL FLAG LABOR	$ 122,914	$ 301,876	$ -	$ -	$ 292,157	$ -	$ -	$ 267,946	$ -	$ -	$ -	$ -	$ -	$ 8,092	$ 992,984

	Total Hours	Expenses		Labor	Subconsultant Labor	**TOTAL FEE**
		Reproduction	Travel			
FLAG Fee						
January 1, 2024 to September 30, 2024	5,361	$ -	$ -	$ 992,984	$ -	$ 992,984
SUBTOTAL (FLAG)	**5,361**					**$ 992,984**

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AGREEMENT FOR ENGINEERING SERVICES
(General Engineering Consultant (GEC) and Construction Management/Inspection Services for Williamson County Road & Bridge Department Projects)

THIS AGREEMENT FOR ENGINEERING SERVICES ("Agreement") is made and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, whose offices are located at 710 Main Street, Suite 101, Georgetown, Texas, 78626 (hereinafter referred to as "County"), and HNTB Corporation ("Engineer"), whose offices are located at 101 E. Old Settlers Blvd., Suite 225, Round Rock, Texas 78664 and such Agreement is for the purposes set forth herein below.

RECITALS:

WHEREAS, County's Road & Bridge Department intends to construct various road and drainage projects (the "Project"); and,

WHEREAS, County requires certain General Engineering Consultant (GEC) and Construction Management/Inspection Services for the County's Road & Bridge Department's road and drainage projects in connection with the Project; and,

WHEREAS, Engineer is prepared to provide the above-mentioned services.

NOW, THEREFORE, WITNESSETH:

That for and in consideration of the mutual promises contained herein and other good and valuable considerations, and the covenants and agreements hereinafter contained to be kept and performed by the respective parties hereto, it is agreed as follows:

ARTICLE 1 - EFFECTIVE DATE AND TERM

The effective date of this Agreement shall be the date of the last party's execution hereinbelow. Engineer is expected to complete the Services described herein in accordance with each Annual Fiscal Year Work Authorization described herein below. If Engineer does not perform the Services in accordance with each applicable Annual Fiscal Year Work Authorization, then County shall have the right to terminate this Agreement as set out below. So long as the County elects not to terminate this Agreement, it shall continue from day to day until such time as the Services are completed in accordance with each applicable Annual Fiscal Year Work Authorization.

ARTICLE 2 - ANNUAL FISCAL YEAR WORK AUTHORIZATIONS

County will prepare and issue Annual Fiscal Year Work Authorizations to authorize Engineer to perform one or more tasks of the Services during a particular County fiscal year. Each Annual

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Fiscal Year Work Authorization shall describe the parties' mutual agreement on the scope of the Services, schedule, compensation and other particulars as stated therein. Annual Fiscal Year Work Authorizations shall be in the general form shown in attached **Exhibit A**. Annual Fiscal Year Work Authorizations are binding only after acceptance and execution by duly authorized representatives of both parties. Each Annual Fiscal Year Work Authorization shall govern the parties' rights and obligations with respect to each assignment, but all within the framework of this Agreement. The amount payable for an Annual Fiscal Year Work Authorization shall be supported by the estimated cost of the Services as described in the Annual Fiscal Year Work Authorization. The Annual Fiscal Year Work Authorization will not waive Engineer's responsibilities and obligations established in this Agreement.

ARTICLE 3 - SCOPE OF SERVICES

The Scope of Services that Engineer shall provide under this Agreement is set forth in the attached **Exhibit B** (the "Services"). During the term of this Agreement, the Services to be provided for each particular assignment during a particular County fiscal year shall be specifically described in Section A (Scope of Services) of each Annual Fiscal Year Work Authorization.

If Engineer forms a reasonable opinion that any work it has been directed to perform is beyond the overall scope of this Agreement, as set forth in **Exhibit B,** and as such constitutes extra work ("Additional Services"), Engineer shall promptly notify County in writing through the County's Designated Representative. In the event County finds that such work does constitute Additional Services, County shall so advise Engineer and a written amendment to this Agreement being in the form of a Supplemental Annual Fiscal Year Work Authorization will be executed between the parties. Any increase to the Compensation due to Additional Services must be set forth in such Supplemental Annual Fiscal Year Work Authorization. Engineer shall not perform any proposed Additional Services nor incur any additional costs prior to the execution, by both parties, of a Supplemental Annual Fiscal Year Work Authorization. County shall not be responsible for actions by Engineer nor for any costs incurred by Engineer relating to Additional Services not directly associated with the performance of the Services authorized in this Agreement, or by a fully executed which sets forth the Additional Services to be performed.

ARTICLE 4 - SCHEDULE

Engineer shall exercise its reasonable efforts to perform the Services of an applicable Annual Fiscal Year Work Authorization within the time frame set forth in Section B (Schedule) of each Annual Fiscal Year Work Authorization; provided, however, Engineer understands and agrees that time is of the essence and Engineer shall exercise its reasonable efforts to perform the services according to the Standard of Care and following the project schedule and that any failure of Engineer to complete the Services within the agreed work schedule set out in the applicable Annual Fiscal Year Work Authorization may constitute a material breach of this Agreement. Engineer shall notify County in writing as soon as possible if it determines, or reasonably anticipates, that the Services will not be completed in accordance with an applicable Annual Fiscal Year Work Authorization. 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 the Engineer's standard of performance as defined herein. Where damage is caused to County due to Engineer's negligent failure to

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perform, County may accordingly withhold, to the extent of such damage, Engineer's payments hereunder without waiver of any of County's additional legal rights or remedies. However, Engineer shall not be liable for damage that is caused to County due to no fault of Engineer and time for Engineer's performance may be extended by County.

ARTICLE 5 - COMPENSATION; EXPENSES AND PAYMENT

A. County shall pay and Engineer agrees to accept compensation for the Services performed and to be performed under this Agreement based on the Rate Schedule set forth in the attached **Exhibit C**. Section C (Compensation) of each Annual Fiscal Year Work Authorization shall set forth the compensation to be paid to Engineer for the applicable county Fiscal Year.

B. 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**. An invoice requesting reimbursement for costs and expenditures related to the Project (reimbursables) must be accompanied by copies of the provider's invoice and comply with the Williamson County Vendor Reimbursement Policy. The copies of the provider's invoice must evidence the actual costs billed to Engineer without mark-up.

C. Engineer shall prepare and submit to the Williamson County Auditor, in care of County's Designated Representative, not more frequently than once per month, a progress report. Such progress report shall state the percentage of completion of Services accomplished for an applicable Annual Fiscal Year Work Authorization during that billing period and to date. This submittal shall also include a progress assessment report in a form acceptable to County. Simultaneous with submission of such progress report, Engineer shall prepare and submit one (1) original of a certified invoice to the County in a form acceptable to the County Auditor. All invoices submitted to Williamson County Auditor must, at a minimum, be accompanied by an original complete packet of supporting documentation and time sheets detailing hours worked by staff persons with a description of the work performed by such persons. For Additional Services performed pursuant to this Agreement, a separate invoice or itemization of the Additional Services must be presented with the same aforementioned requirements.

Payments shall be made by County based upon Services actually provided and performed. Upon timely receipt and approval of each invoice, County shall make a good faith effort to pay the amount which is due and payable within thirty (30) days of the County Auditor's receipt. County reserves the right to withhold payment pending verification of Services performed according to the Standard of Care. Engineer has the responsibility to submit proof to County, adequate and sufficient in its determination, that tasks of an applicable Annual Fiscal Year Work Authorization were completed. The certified statements shall show the total amount billed to the date of submission and shall show the amount due and payable as of the date of the current statement. Final payment does not relieve Engineer of the responsibility of correcting any errors and/or omissions resulting from its negligence.

D. County's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date the Williamson County Auditor receives the applicable goods under an Annual Fiscal Year Work

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

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

ARTICLE 6 - COUNTY'S RESPONSIBILITIES

A. County shall be responsible for all matters described in Section D (County's Responsibilities) of each Annual Fiscal Year Work Authorization. In addition, County shall perform and provide the following in a timely manner so as not to delay the Services of Engineer:

(1) Place at Engineer's disposal all available information pertinent to the Project, including previous reports, drawings, specifications or any other data as may be reasonably required by Engineer to perform its Services.
(2) Give prompt written notice to Engineer whenever County becomes aware of any development that affects the scope or timing of Engineer's Services, or any defect in the Services of Engineer.
(3) Advise Engineer of the identity and scope of services of any independent consultants retained by County to provide services in regard to the Project.

B. County hereby represents that it owns the intellectual property rights in any plans, documents or other materials provided by County to Engineer. If County does not own the intellectual property rights in such plans, documents or other materials, prior to providing same to Engineer, County shall obtain a license or right to use, including the right to sublicense to Engineer. County hereby grants Engineer the right to use the intellectual property associated with plans, documents or other materials it owns or has the right to use for the limited purpose of performing the Services. County represents that Engineer's use of such documents will not infringe upon any third parties' rights and County will indemnify and protect Engineer from any infringement claims arising from Engineer's use of any plans, documents or other materials provided to Engineer in the performance of its Services hereunder.

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ARTICLE 7 - STANDARD OF CARE

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

ARTICLE 8 - INDEMNIFICATION AND LIABILITY

A. EXCEPT FOR EXPENSES OR LIABILITIES ARISING FROM THE NEGLIGENCE OR INTENTIONAL ACTS OF THE COUNTY, ENGINEER HEREBY EXPRESSLY AGREES TO INDEMNIFY AND HOLD THE COUNTY AND ITS OFFICERS, AGENTS, OFFICIALS, REPRESENTATIVES AND EMPLOYEES HARMLESS AGAINST EXPENSES AND LIABILITIES TO THE EXTENT CAUSED BY THE NEGLIGENT ACTS, ERRORS, OR OMISSIONS OF ENGINEER IN OF THE PERFORMANCE OF SERVICES UNDER THIS AGREEMENT.

FOR MATTERS OTHER THAN THOSE ARISING FROM PERFORMANCE OF OR FAILURE TO PERFORM PROFESSIONAL SERVICES, ENGINEER EXPRESSLY AGREES, TO THE EXTENT CAUSED BY ITS, OR ANY OF ITS EMPLOYEES OR ANY PERSON, FIRM OR CORPORATION DIRECTLY EMPLOYED BY ENGINEER, NEGLIGENT ACTS, ERRORS, OR OMISSIONS IN THE PERFORMANCE OF ITS SERVICES AND ANY DIRECT DAMAGE, LIABILITY, INJURY, LOSS OR EXPENSE (WHETHER IN CONNECTION WITH BODILY INJURY OR DEATH OR PROPERTY DAMAGE) THAT IS SUFFERED BY THE COUNTY AND/OR ITS OFFICERS OR EMPLOYEES OR BY ANY MEMBER OF THE PUBLIC, TO INDEMNIFY AND SAVE THE COUNTY AND ITS OFFICERS AND EMPLOYEES HARMLESS AGAINST LIABILITIES, PENALTIES, DEMANDS, CLAIMS, LAWSUITS, LOSSES, DAMAGES, COSTS, AND EXPENSES FROM SUCH NEGLIGENT ACTS, ERRORS, OR OMISSIONS OF ENGINEER, ANY OF ITS EMPLOYEES OR ANY PERSON, FIRM, OR CORPORATION DIRECTLY EMPLOYED BY ENGINEER. SUCH COSTS ARE TO INCLUDE WITHOUT LIMITATION, DEFENSE, SETTLEMENT AND REASONABLE ATTORNEY'S FEES INCURRED BY THE COUNTY AND ITS OFFICERS AND/OR EMPLOYEES. THIS INDEMNITY SHALL INCLUDE, WITHOUT LIMITATION, BODILY INJURIES OR DEATH OCCURRING TO ENGINEER'S EMPLOYEES AND ANY PERSON DIRECTLY EMPLOYED BY ENGINEER (INCLUDING WITHOUT LIMITATION ANY EMPLOYEE OF ANY SUBCONTRACTOR/SUBCONSULTANT).

FOR MATTERS ARISING OUT OF THE PERFORMANCE OF PROFESSIONAL SERVICES UNDER THIS AGREEMENT, ENGINEER WILL INDEMNIFY AND SAVE THE COUNTY AND ITS OFFICERS AND EMPLOYEES HARMLESS FROM AND AGAINST ALL JUDGMENTS, LOSSES, DAMAGES, COSTS AND EXPENSES TO THE EXTENT CAUSED BY ANY NEGLIGENT ACT, ERROR OR OMISSION OF ENGINEER OR ANY OF ITS EMPLOYEES OR ANY PERSON, FIRM OR CORPORATION DIRECTLY EMPLOYED BY ENGINEER IN THE PERFORMANCE OF PROFESSIONAL SERVICES UNDER THIS AGREEMENT. SUCH COSTS ARE TO INCLUDE, WITHOUT LIMITATION, DEFENSE, SETTLEMENT AND REASONABLE ATTORNEYS' FEES INCURRED BY THE COUNTY AND ITS OFFICERS AND/OR EMPLOYEES.

THE LIMITS OF INSURANCE REQUIRED IN THIS AGREEMENT AND/OR CONTRACT DOCUMENTS SHALL NOT LIMIT ENGINEER'S OBLIGATIONS UNDER THIS SECTION. THE TERMS AND CONDITIONS CONTAINED IN THIS SECTION SHALL SURVIVE THE TERMINATION OF THE AGREEMENT AND/OR CONTRACT DOCUMENTS OR THE SUSPENSION OF THE WORK HEREUNDER. TO THE EXTENT THAT

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ANY LIABILITIES, PENALTIES, DEMANDS, CLAIMS, LAWSUITS, LOSSES, DAMAGES, COSTS AND EXPENSES ARE CAUSED IN PART BY THE ACTS OF THE COUNTY OR THIRD PARTIES FOR WHOM ENGINEER IS NOT LEGALLY LIABLE, ENGINEER'S OBLIGATIONS SHALL BE IN PROPORTION TO ENGINEER'S FAULT. THE OBLIGATIONS HEREIN SHALL ALSO EXTEND TO ANY ACTIONS BY THE COUNTY TO ENFORCE THIS INDEMNITY OBLIGATION.

IN THE EVENT THAT CONTRACTORS INITIATE LITIGATION AGAINST THE COUNTY IN WHICH THE CONTRACTOR ALLEGES DAMAGES AS A RESULT OF ANY NEGLIGENT ACTS, ERRORS OR OMISSIONS OF ENGINEER OR ANY OF ITS EMPLOYEES OR ANY PERSON, FIRM OR CORPORATION DIRECTLY EMPLOYED BY ENGINEER, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS IN THE ADMINISTRATION OF THE AGREEMENT BY ENGINEER OR ANY OF ITS EMPLOYEES OR ANY PERSON, FIRM OR CORPORATION DIRECTLY EMPLOYED BY ENGINEER, THEN THE COUNTY SHALL HAVE THE RIGHT TO JOIN ENGINEER IN ANY SUCH PROCEEDINGS AT THE COUNTY'S COST. ENGINEER SHALL ALSO HOLD THE COUNTY HARMLESS AND INDEMNIFY THE COUNTY TO THE EXTENT THAT ENGINEER OR ANY OF ITS EMPLOYEES OR ANY PERSON, FIRM OR CORPORATION DIRECTLY EMPLOYED BY ENGINEER CAUSED SUCH DAMAGES TO CONTRACTOR, INCLUDING COSTS AND LEGAL FEES INCURRED BY THE COUNTY IN CONNECTION WITH THE DEFENSE OF ANY CLAIMS WHERE ENGINEER OR ANY OF ITS EMPLOYEES OR ANY PERSON, FIRM, ENTITY OR CORPORATION DIRECTLY EMPLOYED BY ENGINEER ARE ADJUDICATED AT FAULT.

B. To the fullest extent permitted by law, neither party shall be liable to the other party for any consequential damages resulting in any way from the performance of this Agreement.

C. The terms and conditions of this Article shall survive completion of the Services, or any termination of this Agreement.

D. SHOULD THE ENGINEER BE REQUIRED TO PROVIDE LEGAL DEFENSE COSTS PURSUANT TO THE REQUIREMENTS SET FORTH IN THIS SECTION, ANY SUCH REASONABLE LEGAL DEFENSE COST SHALL BE ACCRUED TO THE ENGINEER IN A PRORATED PROPORTION IN ACCORDANCE WITH THE ENGINEER'S PERCENTAGE OF FAULT AS DETERMINED BY ANY APPLICABLE TRIER-OF-FACT OR AS AGREED TO AND INCORPORATED INTO ANY SETTLEMENT AGREEMENTS.

E. TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, PUNITIVE, CONSEQUENTIAL OR INDIRECT DAMAGES RESULTING IN ANY WAY FROM THIS AGREEMENT.

ARTICLE 9 – INSURANCE

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

1. Workers' Compensation in accordance with statutory requirements.
2. Commercial General Liability Insurance with a minimum limit for Bodily Injury and Property Damage of $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate.

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3. Business Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage of $1,000,000.00 each accident.
4. Professional Liability Insurance in the amount of $2,000,000.00 per claim and annual aggregate.

B. Additional Insureds; Waiver of Subrogation. "Williamson County, Texas and its directors, officers and employees" shall be added as additional insureds under policies listed under (2) and (3) above, and on those policies where Williamson County, Texas and 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, and Engineer and its insurer(s) waive their rights of subrogation against County on A. (1), (2) and (3) above.

C. Premiums and Deductible. Engineer shall be responsible for payment of premiums for all of the insurance coverages required under this section. Engineer further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which Engineer is responsible hereunder, Engineer shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over $50,000 in Engineer's insurance under A. (2) and (4) above must be declared and approved in writing by County in advance. Any deductibles or self-insured retentions over $250,000 in Engineer's Workers' Compensation coverage and any deductibles or self-insured retentions over $100,000 in Engineer's Business Automobile Liability Insurance coverage must be declared and approved in writing by the County in advance.

D. Commencement of Work. Engineer shall not commence any field work under this Agreement until it has obtained all required insurance and such insurance has been approved by County. As further set out below, Engineer shall not allow any subcontractor/subconsultant(s) to commence work to be performed in connection with this 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 Engineer hereunder.

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

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

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

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or dispute, except as specifically required in direct connection with an insurance claim or threat of claim under an insurance policy required under this Agreement and/or Exhibits which absolutely requires arbitration of such claim, or as otherwise required by law or a court of law with jurisdiction over the provisions of this Agreement.

H. Subcontractor/Subconsultant's Insurance. Without limiting any of the other obligations or liabilities of Engineer, 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 above, as applicable, including the required provisions and additional policy conditions as shown below in this Article.

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

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

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

   Williamson County Purchasing Department
   100 Wilco Way
   Suite P101
   Georgetown, TX. 78626
   Email: purchase@wilco.org

   With copy to:

   Williamson County Auditor's Office
   Attn: Contracts Auditor
   901 South Austin Avenue
   Georgetown, Texas 78626
   Email: contractaudit@wilco.org

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

J. Cost of Insurance. The cost of all insurance required herein to be secured and maintained by Engineer shall be borne solely by Engineer, with certificates of insurance evidencing such

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minimum coverage in force to be filed with County. Such Certificates of Insurance are evidenced as **Exhibit F** herein entitled "Certificates of Insurance."

ARTICLE 10 - LIMITATIONS OF RESPONSIBILITY

A. Engineer shall not be responsible for (a) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the Project; (b) the failure of any contractor, subcontractor, vendor, or other Project participant, not under contract to Engineer, to fulfill contractual responsibilities to County or to comply with federal, state, or local laws, regulations, and codes; or (c) procuring permits, certificates, and licenses required for any construction unless such procurement responsibilities are specifically assigned to Engineer in an Annual Fiscal Year Work Authorization.

B. In the event the County requests Engineer to execute any certificates or other documents, the proposed language of such certificates or documents shall be submitted to Engineer for review at least 15 days prior to the requested date of execution. Engineer shall not be required to execute any certificates or documents that in any way would, in Engineer's sole judgment, (a) increase Engineer's legal or contractual obligations or risks; (b) require knowledge, services or responsibilities beyond the scope of this Agreement; or (c) result in Engineer having to certify, guarantee or warrant the existence of conditions whose existence Engineer cannot ascertain.

ARTICLE 11 - OPINIONS OF COST AND SCHEDULE

Because Engineer has no control over the cost of labor, materials, or equipment furnished by others, or over the resources provided by others to meet Project schedules, Engineer's opinion of probable costs and of Project schedules, if any, shall be made on the basis of experience and qualifications as a practitioner of its profession. Engineer does not guarantee that proposals, bids, or actual Project costs will not vary from Engineer's cost estimates or that actual schedules will not vary from Engineer's projected schedules.

ARTICLE 12 – REUSE AND OWNERSHIP OF DOCUMENTS

All documents, including but not limited to drawings, specifications, tracings, drawings, estimates, specifications, investigations, studies, other documents, completed or partially completed and data or programs stored electronically, (hereinafter referred to as "Engineer's Work Products") prepared by 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. Engineer's Work Products 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 Engineer.

By execution of this Agreement and in confirmation of the fee for services to be paid under this Agreement, 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 Engineer's Work Products developed under this Agreement. Copies may be retained by Engineer. Engineer shall

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be liable to County for any loss or damage to any such documents while they are in the possession of or while being worked upon by Engineer or anyone connected with Engineer, including agents, employees, engineers or subcontractors/subconsultants. All documents so lost or damaged shall be replaced or restored by Engineer without cost to County.

Upon execution of this Agreement, Engineer grants to County permission to reproduce Engineer's Work Products for purposes of the Project, provided that County shall comply with its obligations, including prompt payment of all sums when due, under this Agreement. Engineer shall obtain similar permission from Engineer's subcontractors/subconsultants consistent with this Agreement. If and upon the date 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 contract of Engineer. However, County shall be permitted to authorize the contractor, subcontractors and material or equipment suppliers to reproduce applicable portions of Engineer's Work Products appropriate to and for use in their execution of the Work. Submission or distribution of Engineer's Work Products to meet official regulatory requirements or for similar purposes in connection with the Project is permitted. Any unauthorized use of Engineer's Work Products shall be at County's sole risk and without liability to Engineer and its engineers.

The parties shall mutually agree to the format of Engineer's Work Products or electronic data, including any special limitations not otherwise provided in this Agreement prior to any being submitted. Any electronic files are provided by 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 Engineer, the hardcopy shall prevail. Only printed copies of documents conveyed by Engineer shall be relied upon.

Engineer shall have no liability for changes made to Engineer's Work Products by other engineers subsequent to the completion of the Project. Any such change shall be sealed by the engineer making that change and shall be appropriately marked to reflect what was changed or modified.

ARTICLE 13 - NON-COLLUSION; DEBARMENT; AND FINANCIAL INTEREST PROHIBITED

A. Non-collusion. Engineer warrants that it has not employed or retained any company or persons, other than a bona fide employee working solely for Engineer, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or engineer any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this 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 contract price or compensation, or to otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

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

C. Financial Interest Prohibited. Engineer covenants and represents that 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 14 - VIOLATION OF AGREEMENT TERMS/BREACH; TERMINATION AND SUSPENSION

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

B. Termination. This Agreement may be terminated as set forth below:

1. By mutual agreement and consent, in writing, of both parties.
2. By County, by notice in writing to Engineer, as a consequence of failure by Engineer to perform the Services set forth herein in a satisfactory manner.
3. By either party, upon the failure of the other party to fulfill its obligations as set forth herein.
4. By County, for reasons of its own and not subject to the mutual consent of Engineer, upon not less than thirty (30) days' written notice to Engineer.
5. By satisfactory completion of all 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 shall thereafter be paid to Engineer. In determining the value of the Services performed by Engineer prior to termination, County shall be the sole judge. Compensation for Services at termination will be based on a percentage of the Services completed at that time. Should County terminate this Agreement under Subsection (4) immediately above, then the amount charged during the thirty-day (30) notice period shall not exceed the amount charged during the preceding thirty (30) days.

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

The termination of this Agreement and payment of an amount in settlement as prescribed above

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

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

C. Suspension. County may suspend performance of this Agreement for County's convenience upon written notice to Engineer. Engineer shall suspend performance of the Services on a schedule acceptable to County, and County shall pay Engineer for all the Services performed plus suspension expenses. Upon restart of suspended Services, an equitable adjustment shall be made to Engineer's compensation and the Project schedule.

D. The provisions of this Article shall also apply to each individual Annual Fiscal Year Work Authorization, separate and apart from any other Annual Fiscal Year Work Authorizations, and without terminating or otherwise affecting this Agreement as a whole.

ARTICLE 15 - DELAY IN PERFORMANCE

A. Neither County nor Engineer shall be considered in default of this Agreement or any Annual Fiscal Year Work Authorization for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and delay in or inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either County or Engineer under this Agreement or any Annual Fiscal Year Work Authorization. Engineer shall be granted a reasonable extension of time for any delay in its performance caused by any such circumstances.

B. Should such circumstances occur, the nonperforming party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance.

ARTICLE 16 - PROJECT TEAM

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

Robert B. Daigh, P.E.
Sr. Director of Infrastructure
Williamson County Department of Infrastructure
3151 S. E. Inner Loop,
Georgetown, Texas 78626

DocuSign Envelope ID: D23DE1B4-F69B-48F6-9249-515AE0E76D1A

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

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

HNTB Corporation
Attn: Christen Eschberger
101 E. Old Settlers Blvd., Suite 225
Round Rock, Texas 78664

Engineer shall have the right, from time to time, to change Engineer's Designated Representative by giving County written notice thereof. With respect to any action, decision or determination which is to be taken or made by Engineer under this Agreement, 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 Engineer's Designated Representative on behalf of Engineer shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Agreement, in which case, actions taken by Engineer's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by Engineer's Designated Representative shall be binding on Engineer. Engineer's Designated Representative shall have the right to modify, amend and execute Annual Fiscal Year Work Authorizations, Supplemental Annual Fiscal Year Work Authorizations and amendments of this Agreement on behalf of Engineer.

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ARTICLE 17 - NOTICES

A. Any notice required by this Agreement shall be made in writing to the address specified below:

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

With copy to: Robert B. Daigh, P.E.
Sr. Director of Infrastructure
Williamson County Department of Infrastructure
3151 S. E. Inner Loop,
Georgetown, Texas 78626

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

and to: County Auditor
Williamson County
710 Main Street, Suite 301
Georgetown, Texas 78626

Engineer: HNTB Corporation
Attn: Christen Eschberger
101 E. Old Settlers Blvd., Suite 225
Round Rock, Texas 78664

B. Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of County and Engineer.

ARTICLE 18 - DISPUTES

A. In the event of a dispute between County and Engineer arising out of or related to this Agreement, or any Annual Fiscal Year Work Authorization, the aggrieved party shall notify the other party of the dispute within a reasonable time after such dispute arises. If the parties cannot thereafter resolve the dispute, each party shall nominate a senior officer of its management to meet to resolve the dispute by direct negotiation or mediation.

B. If the parties' senior officers are unable to resolve the dispute within thirty (30) days following the date in which the senior officers meet, and if a party wishes to pursue the claim subject of the dispute, such claim shall be addressed through non-binding mediation. A single mediator engaged

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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. This provision shall survive the termination of the Agreement.

C. During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations hereunder.

ARTICLE 19 - EQUAL EMPLOYMENT OPPORTUNITY

A. During the performance of this Agreement and to the extent the Project is a federally funded project, Engineer, for itself, its assignees and successors in interest agrees as follows:

1. Compliance with Regulations. Engineer shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.

2. Nondiscrimination. Engineer, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors/subconsultants, including procurements of materials and leases of equipment. Engineer shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by Engineer for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor/subconsultant or supplier shall be notified by Engineer of Engineer's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. Information and Reports. Engineer shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County (referred to in this Article as the "Recipient") or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information Engineer shall so certify to the Recipient, or the Texas Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

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5. Sanctions for Noncompliance. In the event of Engineer's noncompliance with the nondiscrimination provisions of this Agreement, the Recipient shall impose such contract sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to:

a. withholding of payments to Engineer under the contract until Engineer complies, and/or;
b. cancellation, termination or suspension of the Agreement, in whole or in part.

6. Incorporation of Provisions. Engineer shall include the provisions of Subsections (1) through (6) above in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. Engineer shall take such action with respect to any subcontract or procurement as the Recipient or the Texas Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor/subconsultant or supplier as a result of such direction, Engineer may request the Recipient to enter into such litigation to protect the interests of the Recipient, and, in addition, Engineer may request the United States to enter into such litigation to protect the interests of the United States.

B. Engineer hereby affirms its support of affirmative action and that it abides by the provisions of the "Equal Opportunity Clause" of Section 202 of Executive Order 11246 and other applicable laws and regulations. Engineer affirms its policy to recruit and hire employees without regard to race, age, color, religion, sex, sexual preference/orientation, marital status, citizen status, national origin or ancestry, presence of a disability or status as a Veteran of the Vietnam era or any other legally protected status. It is Engineer's policy to treat employees equally with respect to compensation, advancement, promotions, transfers and all other terms and conditions of employment.

C. Engineer further affirms completion of applicable governmental employer information reports including the EEO-1 and VETS-100 reports, and maintenance of a current Affirmative Action Plan as required by Federal regulations.

ARTICLE 20 - CONTRACT DOCUMENTS AND APPLICABLE PROJECT DOCUMENTS

A. Contract Documents. The Contract Documents consist of this Agreement, any exhibits attached hereto (which exhibits are hereby incorporated into and made a part of this Agreement), any fully executed Annual Fiscal Year Work Authorizations; any fully executed Supplemental Annual Fiscal Year Work Authorizations and all fully executed amendments of this Agreement which are subsequently issued. These form the entire contract, and all are as fully a part of this Agreement as if attached to this Agreement or repeated herein.

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

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1. TxDOT 2011 Texas Manual of Uniform Traffic Control Devices for Streets and Highways, including latest revisions
2. Texas Department of Transportation's Standard Specifications for Construction of Highways, Streets, and Bridges, 2014 or 2024, as applicable
3. National Environmental Policy Act (NEPA)
4. Texas Accessibility Standards (TAS) of the Architectural Barriers Act, Article 9102, Texas Civil Statutes, Effective April 4, 1994, including latest revisions
5. Americans with Disabilities Act (ADA) Regulations
6. U.S. Army Corps Regulations
7. International Building Code, current edition as updated
8. Williamson County Design Criteria & Project Development Manual, latest edition
9. Williamson County Multi-Corridor Transportation Plan Project Level Environmental Review and Compliance Protocol, latest edition
10. Williamson County Protocol for Sustainable Roadsides, latest edition

ARTICLE 21 - GENERAL PROVISIONS

A. Waiver. A waiver by either County or Engineer of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

B. Severability. The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement or any Annual Fiscal Year Work Authorization. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if it did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

C. Successors and Assigns. County and Engineer each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners, to the other party to this Agreement and to the successors, executors, administrators, permitted assigns, legal representatives, and partners of such other party in respect to all provisions of this Agreement.

D. Assignment. Neither County nor Engineer shall assign any rights or duties under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld; provided, however, Engineer may assign its rights to payment without County's consent. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement. Nothing contained in this Article shall prevent Engineer from engaging independent consultants, associates, and subcontractors to assist in the performance of the Services.

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E. No Third-Party Rights. The Services provided for in this Agreement are for the sole use and benefit of County and Engineer. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than County and Engineer.

F. Venue and Governing Law. 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.

G. Accounting Records. Engineer agrees to maintain, for a period of three (3) years after final payment under this Agreement, detailed records identifying each individual performing the Services, the date or dates the services were performed, the applicable hourly rates, the total amount billed for each individual and the total amount billed for all persons, records of reimbursable costs and expenses of other providers and provide such other details as may be requested by the County Auditor for verification purposes. Engineer agrees that County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Engineer which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Engineer further agrees that County shall have access during normal working hours to all necessary Engineer facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. County shall give Engineer reasonable advance notice of intended audits.

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

I. 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.

J. 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.

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K. 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.

L. 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.

M. Texas Public Information Act. To the extent, if any, that any provision in this Agreement is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that 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.

N. Governing Terms and Conditions. If there is an irreconcilable conflict between the terms and conditions set forth in this Agreement or any amendment of this Agreement and the terms and conditions set forth in any Exhibit, Appendix, Annual Fiscal Year Work Authorization or Supplemental Annual Fiscal Year Work Authorization to this Agreement, the terms and conditions set forth in this Agreement or any amendment of this Agreement shall control over the terms and conditions set forth in any Exhibit, Appendix, Annual Fiscal Year Work Authorization or Supplemental Annual Fiscal Year Work Authorization to this Agreement.

O. Meaning of Day. For purposes of this Agreement, all references to a "day" or "days" shall mean a calendar day or calendar days.

ARTICLE 22 - PRIOR AGREEMENTS SUPERSEDED AND AMENDMENTS

This Agreement constitutes the sole agreement of the parties hereto and supersedes any prior understandings or written or oral contracts between the parties respecting the subject matter defined herein. This Agreement may only be amended or supplemented by mutual agreement of the parties hereto in writing. The terms set out in this Agreement may be modified by a written fully executed amendment.

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SIGNATORY WARRANTY

The undersigned signatory for Engineer hereby represents and warrants that the signatory is an officer of the organization for which he/she has executed this 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, as has Engineer, signing by and through its duly authorized representative(s), thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions hereof, to be effective as of the date of the last party's execution below. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, TERMINATE OR MODIFY THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

COUNTY:

WILLIAMSON COUNTY, TEXAS

By: _____

Printed Name: _____

Title: As Presiding Officer of the Williamson County Commissioners Court

Date: _____ ____, 20_____

ENGINEER:

HNTB CORPORATION

By: _____ DocuSigned by: 2DA2BCA605524AC...

Printed Name: Summer B. Lawton

Title: Vice President

Date: 1/4/2024 ____, 20_____

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Exhibit A - Sample Annual Fiscal Year Work Authorization

ANNUAL FISCAL YEAR WORK AUTHORIZATION NUMBER _____

This Annual Fiscal Year Work Authorization is made as of this ____ day of _____, 20 __, under the terms and conditions established in the Agreement for Engineering Services **(**General Engineering Consultant (GEC) – Construction Management/Inspection Services), dated _____ ____, 20____ (the Agreement), between Williamson County, Texas (County) and _____ (Engineer). This Annual Fiscal Year Work Authorization is made for the following purpose, consistent with the Project defined in the Agreement:

[Insert a brief description of the Project elements to which the Annual Fiscal Year Work Authorization applies]

Section A. - Scope of Services

A.1. Engineer shall perform the following Services:

A.2. The following Services are not included in this Annual Fiscal Year Work Authorization, but shall be provided as Additional Services if authorized or confirmed in writing by the County:

A.3. In conjunction with the performance of the foregoing Services, Engineer shall provide the following submittals/deliverables (Documents) to County:

Section B. - Schedule

This Annual Fiscal Year Work Authorization shall be effective as of the date of the last party's execution below and continue until September 30, 20____. Engineer shall perform the Services and deliver the related Documents (if any) according to the following schedule:

Section C. - Compensation

C.1. In return for the performance of the foregoing obligations, County shall pay to Engineer the not-to-exceed amount of $_____, payable according to the Rate Schedule and terms of the Agreement.

C.2. Compensation for Additional Services (if any) shall be paid by County to Engineer according to the Rate Schedule and terms of the Agreement.

Section D. - County's Responsibilities

County shall perform and/or provide the following in a timely manner so as not to delay the Services of Engineer. Unless otherwise provided in this Annual Fiscal Year Work Authorization, County shall bear all costs incident to compliance with the following:

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Section E. - Other Provisions

The parties agree to the following provisions with respect to this specific Annual Fiscal Year Work Authorization:

IN WITNESS WHEREOF, the County and Engineer have executed this Annual Fiscal Year Work Authorization.

Williamson County, Texas (County)	HNTB CORPORATION (Engineer)
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____ ____, 20____	Date: _____ ____, 20____

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EXHIBIT B

SERVICES TO BE PROVIDED BY THE ENGINEER

The services to be performed by the Engineer under this Agreemen shall consist of providing engineering management services required to initiate and monitor production of contract documents and construction of road and drainage projects for various Williamson County programs and departments, excluding the Williamson County Road Bond Program.

The Engineer will furnish materials required to perform the engineering services below.

Program Management

1. Amend and update, in coordination with the Commissioners Court and County staff, the Long-Range Transportation Plan.
2. Identify specific program activities and update/modify program organizational and management documents, agreements, and process.
3. Meet with Commissioners and County staff monthly to identify priority projects.
4. Maintain unit cost data to develop cost estimates, cash flow schedules, and implementation schedules for priority projects.
5. Prepare Request for Qualifications (RFQ's) for project consultants and other professional services.
6. Assist in requesting qualification statements from engineering firms for design services, and from other service providers, as necessary.
7. Assist in selecting or pre-qualifying firms for review and consideration by the Commissioners Court for the road and drainage improvement projects and related activities.
8. Assist County Public Information Officer (PIO) in presenting the most up-to-date and relevant information for posting on the appropriate County website. Review the County website monthly. Provide updated language and exhibits to the PIO as needed for their use in updating the website.
9. Assist the County and Public Involvement consultant in developing public information strategies for the specific transportation project and for each of the road construction components. This would include items such as creation of a full-project multi-media presentation, regular newsletters, targeted project presentations, seminars, town meetings, trade show exhibits, school exhibits, library exhibits, educational materials, website materials, maps, informational pieces keyed to each road project, graphics and other exhibits, as needed.
10. Meet with Texas Department of Transportation (TxDOT) representatives quarterly or as new on-system projects are kicked off, to review TxDOT's proposed improvement

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program for Williamson County and identify projects the County can facilitate and expedite. Prepare documentation for developing Advance Funding Agreements and Local On-System Agreements between Williamson County and TxDOT for "partnering" projects.

11. Update as necessary the standardized professional service agreement (PSA) and construction contracts for program activities.
12. Assist County staff and the County Commissioners with appearances and presentations to elected officials, government bodies, Capital Area Metropolitan Planning Organization (CAMPO), service organizations, chambers of commerce, neighborhood groups, school groups, various citizen groups, church groups, etc.
13. Coordinate and assist the Environmental Permitting consultants in updating the comprehensive mitigation program for County projects, as needed.
14. Assist in preparation of Interlocal Agreements with Cities partnering with the County to jointly fund and construct projects. Monitor City activities, schedules, and invoices as necessary.
15. Assist in preparation of Development Agreements with Developers partnering with the County to jointly fund and construct projects. Monitor Developer activities, schedules, and invoices as necessary.
16. Provide expert witness assistance in Right of Way (ROW) acquisition cases and other technical assistance, as requested, in legal matters relating to the program activities.
17. Implement and maintain ProjectWise based project database to facilitate project management and coordination of design and construction efforts. Electronic filing system to include program management materials, planning documents, design documents, right-of-way documents, bid documents, and construction documents.
18. Implement and maintain GIS based ROW database to monitor ROW acquisition status and facilitate timely acquisition of ROW for construction projects.
19. Attend meetings, participate in phone calls, prepare correspondence, send and respond to emails related to the projects.
20. Prepare and issue project documentation throughout the duration of the project.
21. Provide ongoing monitoring and processing responses to Federal (US DOT and USFWS), State (TxDOT and TCEQ), and local (CAMPO) rulemaking, programs, funding and policy directives. Specifically, the team will focus on proposals that could affect project development and timely delivery of the County Road & Bridge Department's projects. The team will also pursue all new funding opportunities from US DOT and CAMPO and assist the County in preparing grant applications and providing information for project/program calls.

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Design & Planning Phase Oversight

1. Attend meetings with Commissioners, County Staff, TxDOT, local government officials, project engineers and other County consultants as needed.
2. Assist the ROW acquisition team in the coordination of acquisitions services and the timely acquisition of ROW for roadway projects. Provide preliminary cost estimates and a priority acquisition schedule.
3. Manage and oversee the Utility Coordination (UC) consultant activities, including:
    - Provide UC consultant with project list, location maps, and implementation schedule.
    - Facilitate coordination between the UC consultant and design consultants.
    - Review reasonableness of utility conflict strip maps.
    - Facilitate coordination between the UC consultant and local governments. Assist in preparation of Interlocal Agreements with Cities and other government entities regarding the relocation of their utility facilities.
    - Review and process utility agreements submitted by the UC consultant.
    - Monitor anticipated relocation schedules to further the timely relocation of utilities for construction projects.
    - Review and process utility invoices submitted by the UC consultant.

4. Manage and oversee preliminary engineering, planning, and final engineering design activities and preparation of construction documents including:
    - Prepare draft scope of work for each road project.
    - Review final scope of work submitted for each road project.
    - Review reasonableness of engineering fee estimate for each project.
    - Assist Client in negotiation of contracts with selected firms.
    - Conduct kick-off meeting with project firm/team.
    - Review QA/QC plans submitted by design firms for conformance with County requirements.
    - Perform design and constructability reviews and provide one set of comments per submittal, including constructability reviews, in accordance with the Program Procedures Manual.
    - Coordinate environmental activities with design engineers, including project permitting, route/alignment issues, and right-of-way acquisition.
    - Review invoices, as requested.

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- Conduct a maximum of six (6) progress meetings per project and conduct in-house audits of project consultant activities on a monthly basis.
- Oversee submission of plans to local governments, TxDOT, Texas Turnpike Authority (TTA), and Texas Commission on Environmental Quality (TCEQ), as required.
- Provide project close-out, including obtaining and filing final design files received from design engineer once project construction is completed.

5. Manage and oversee the Environmental consultant activities, including:
   - Facilitate coordination between the Environmental consultant and design consultant.
   - Coordinate with Environmental consultant to obtain geological assessment, biological assessment, and endangered species habitat assessment for each project. Provide reviews in accordance with the Program Procedures Manual.
   - Review and provide comments on Regional Habitat Conservation Plan (RHCP) applications for construction projects. Submit RHCP applications on behalf of Williamson County.

6. Manage the geotechnical investigations, develop contracts for geotechnical firms as needed, and review and disseminate results from the geotechnical investigations. Provide and/or review pavement design for all county road projects.

7. Manage and oversee survey firm activities, including:
   - Prepare or review survey scope of work for on-call or project specific work authorizations.
   - Coordinate with surveyor to obtain field notes for proposed ROW acquisitions.
   - Review draft field notes for accuracy and coordinate with ROW attorney for title search.
   - Coordinate with surveyor to perform miscellaneous tasks, such as staking existing or proposed ROW line, providing aerial or drone photography, or performing topographic survey.

8. Provide constructability reviews for each project, including:
   - Review reasonableness and constructability of construction documents at milestone submittals, during both planning and design phases. Documents to be reviewed may include schematics/plans, survey data, as-built records, existing and proposed ROW maps, adjacent project plans, geotechnical investigations/reports, environmental reports, ROW/easement agreements, utility information, and pavement reports.

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- Perform site visit to confirm the quality of existing site condition information provided in the construction documents.
- Review proposed construction phasing and verify that the project and its phases are constructible based on the information provided in the traffic control sheets, and that traffic movements for the entire project limits have been addressed.
- Review detours and traffic control to verify milling, level-up, pavement, signage, markings, etc. have been quantified and are included in the construction quantities.
- Review geotechnical recommendations and confirm the recommendations have been incorporated into the design, and do not conflict with the information provided in the earthwork and structural specifications.
- Review limits of construction to confirm that all proposed work is contained within the limits of the ROW or easements.
- Review reasonableness of engineering fee estimate for each project.
- Provide value engineering services for projects outside of scope and budget, as necessary.

9. Provide bid phase services, including:
   - Coordinate the preparation of the final bid documents.
   - Coordinate with Commissioner and Purchasing staff to set advertising and bidding schedule.
   - Prepare contract advertisement and project summary for placement on Court agenda for approval to advertise.
   - Facilitate the pre-bid conference.
   - Prepare/distribute meeting minutes and sign-in sheet to attendees.
   - Assist County and design engineer with answering contractor questions during advertisement period.
   - Coordinate the preparation and distribution of addenda. Review and approve addenda prior to distribution to plan holders.
   - Coordinate with TxDOT as necessary to verify the prequalification and bidding capacity of contractors requesting bid proposal documents for projects on state highway system or utilizing federal funding, including reimbursements.
   - Attend the bid opening and review bids for completeness and compliance with the Invitation for Bids.
   - Review design engineer's bid analysis and recommendation. Perform independent bid analysis, review bidder references, and review bidder qualifications.
   - Coordinate with Commissioner regarding bidder reference results and recommendation of contract award.

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- Prepare recommendation of contract award to the successful bidder, for placement on Court agenda for approval.

Construction & Warranty Phase Oversight

10. Manage and oversee the construction of the projects, including:
    - Coordinate the preparation and execution of the construction contract documents.
    - Prepare and distribute Notice of Award to contractor.
    - Prepare and submit Notice of Intent to TCEQ and others, as required.
    - Coordinate distribution of Water Pollution and Abatement Plan or Contributing Zone Plan to contractor and construction observer.
    - Facilitate the pre-construction conference and prepare/distribute meeting minutes to attendees.
    - Perform pre-construction site visit and video existing conditions within the project limits for documentation purposes.
    - Prepare and distribute County TCEQ Site Notice to contractor for posting on construction project site billboard, as required.
    - Prepare and distribute the Notice to Proceed to contractor.
    - Coordinate the selection of an on-call testing firm for QA testing on behalf of the County and negotiate Work Authorizations as needed.
    - Review and evaluate contractor's construction schedule monthly.
    - Receive and process/approve construction submittals. Submittals approved by HNTB will be reviewed and returned to Contractor within fourteen (14) days of receipt.
    - Receive and review/document subcontractor agreements.
    - Perform construction observation and documentation and provide on-site staff on an as-needed basis to oversee construction of the projects.
    - Attend weekly construction progress meetings.
    - Prepare and issue construction update reports, weekly, bi-weekly, and/or monthly, depending on specific project requirements.
    - Photograph ongoing construction activities daily through construction of projects.
    - Prepare monthly construction update presentation for the Court.
    - Prepare and issue traffic control notifications to affected entities.
    - Perform and document traffic control inspections.

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- Perform and document SW3P inspections. Ensure contractor is complying with requirements of the Water Pollution and Abatement Plan or Contributing Zone Plan if applicable.
- Receive and review QC test results for compliance with the specifications.
- Schedule oversight (QA) testing on behalf of the County. Oversee the independent testing firms.
- Coordinate with adjacent property owners, other agencies, and affected entities regarding construction schedule and impacts, or as needed.
- Assist the County in documentation of the DBE program.
- Prepare and process/respond to Requests for Information (RFIs) when necessary. Coordinate with the engineer of record as necessary.
- Prepare Change Orders when necessary. This may include negotiation of change order scope/prices and adjustments to contract time. Coordinate with Engineer of Record for plan and/or quantity revisions, as necessary. Prepare documentation detailing the reason for each Change Order and justification for new items, price adjustments, or time extensions. Discuss proposed Change Orders with the appropriate County Commissioner during development, submit proposed Change Orders to the Court for approval, and facilitate and track further Change Order processing to completion.
- Maintain program summary of proposed and executed changes orders for active and completed construction projects.
- Maintain construction records, including project diaries, daily reports, pay folders, SW3P inspection records, and TCP inspection records, as needed. Construction records for projects on the TxDOT system, or containing state/federal funds, will comply with TxDOT Local Government Project Procedures requirements.
- Review and recommend for approval monthly construction pay applications. Review requested quantities for payment and compare to documented construction progress during the pay period, confirm that contract quantities/prices and Change Orders are accurately included, confirm paid to date and retainage amounts, confirm that contract time utilized is recorded appropriately, review Material on Hand invoices, review DBE monthly reports if required, and confirm that partial lien waivers are included for both contractor and subcontractors.
- Coordinate with contractor regarding status of construction invoice payments. Correspond with subcontractors and material suppliers, as needed, regarding any outstanding payments from prime contractor.
- Coordinate with bond holders as necessary in the event of default by the prime contractor.
- Review contractor punchlist and request for substantial completion. Coordinate a project walk through and prepare a punchlist on behalf of the County. Compile punchlist on behalf of County and any other stakeholders (city, TxDOT, etc.).

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- Prepare and distribute Notice of Substantial Completion to contractor, along with punchlist of items required to complete the project.

11. Coordinate, schedule, and attend ground breaking and ribbon cutting ceremonies. Review and edit press releases for accuracy.

12. Update County Staff and County Commissioners on project status and issues. As needed, meet individually with County Staff and County Commissioners to discuss project status and issues in greater detail.

13. Manage and oversee construction phase engineering design efforts and any necessary plan revisions. Provide QA reviews of construction phase design documents. Reviews may include quantity confirmation, constructability review, review of specifications specified, coordination with the existing construction documents, etc.

14. Prepare construction phase invoices for County submittal to TxDOT, developers, Cities, or other local entities for reimbursement of expenditures on jointly funded projects, as needed.

15. Coordinate with utility relocation/coordination team regarding construction phase utility relocations and conflicts.

16. Coordinate with the ROW acquisition team regarding construction phase acquisitions. Review ROW contracts to ensure ROW obligations are met during construction.

17. Coordinate and meet with County Road and Bridge, Purchasing, and Audit departments, and other County representatives as needed.

18. Coordinate with State agencies (TxDOT, TTA, TCEQ) and local governments to facilitate construction of the projects with respect to facilities owned by these agencies, an/or to expedite the review and approval process of proposed change orders by these agencies.

19. Provide support to the County as requested in the event of a third-party claim.

20. Manage and oversee construction project close-out and warranty period, including:

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- Perform post-construction site visit to verify completion of the punchlist and video conditions within the project limits for documentation purposes.
- Upon completion of the punchlist, prepare and distribute Certificate of Completion to contractor.
- Negotiate and respond to contractor claims on behalf of the County, as needed. This may include review of contractor provided claim documentation, review of project records, meetings with County staff, County Commissioners, or program management personnel to discuss claim/response, negotiation meetings with contractor, and preparation/and distribution of correspondence.
- Obtain final record drawings from Contractor and review for accuracy. Maintain a pdf file containing final record drawings for each project.
- Prepare and process final balancing Change Order to reconcile quantities adjusted due to field conditions.
- Review and approve final pay application and retainage release.
- Receive warranty bond from contractor and perform quarterly warranty inspections during the warranty period.
- Upon receipt of all required closeout documentation, prepare and distribute Certificate of Acceptance to the contractor.
- Prepare quarterly warranty reports and distribute to contractor. Coordinate with contractor regarding completion of required warranty work and prepare/issue notice to contractor upon successful completion of warranty period.
- Scan all contract files and compile an electronic record of contract documents. Provide project closeout package to County in electronic format, including final record drawings received from Contractor, after project construction is accepted and the files are closed.

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EXHIBIT C

RATE SCHEDULE

Rate Schedule for HNTB Corporation

Classification	2024 BILLING RATE	Premium OT Billing Rate
Principal	$420	
Sr. Financial Advisor	$397	
Sr. Project Advisor	$414	
Project Advisor	$332	
Program Manager	$443	
Sr. Project Manager	$328	
Project Manager	$260	
Deputy Project Manager	$234	
Sr. Engineer	$234	
Project Engineer	$198	
Design Engineer	$157	
EIT	$128	
Sr. CADD Technician	$187	
CADD Technician	$97	
Principal Planner	$290	
Sr. Environmental Specialist	$286	
Environmental Specialist	$230	
Sr. Environmental Planner	$181	
Environmental Planner	$141	
Sr. GIS Analyst	$204	
GIS Analyst	$131	
Sr. Public Involvement Representative	$136	
Public Involvement Representative	$116	
Sr. Urban Planner	$256	
Urban Planner	$130	
Sr. ROW Agent	$220	
ROW Agent	$169	
Sr. Construction Manager	$229	
Construction Manager	$193	
Sr. Construction Representative	$165	$193
Construction Representative III	$158	$185

DocuSign Envelope ID: D23DE1B4-F69B-48F6-9249-515AE0E76D1A

Construction Representative II	$146	$171
Construction Representative	$111	$130
Sr. Developer	$210	
Developer II	$176	
Developer	$138	
Sr. Business Manager	$253	
Business Manager	$176	
Sr. Project Analyst	$164	
Project Analyst	$120	
Quality Manager	$229	
Sr. Project Controls	$189	
Project Controls	$106	
Sr. Scheduler	$234	
Scheduler	$175	
Administrative Assistant	$92	
Intern	$87	

Vehicle Leases will be reimbursed at a rate of $92.00/day

Rate Schedule for Front Line Advisory Group, LLC

Classification	**2024 BILLING RATES**
Principal	$210
Senior Program Controller	$194
Program Controller II	$174
Program Controller I	$157
Senior Program Scheduler	$187
Program Scheduler II	$169
Program Scheduler I	$152
Senior Program Analyst	$172
Program Analyst II	$155
Program Analyst I	$139
Senior Document Mgt Specialist	$100
Document Mgt Specialist II	$90
Document Mgt Specialist I	$81
Administrative Manager	$84

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Rate Schedule for B2Z Engineering, LLC

Classification	2024 BILLING RATE	Premium OT Billing Rate
Principal	$425.00	
Sr. Project Manager	$325.00	
Project Manager	$275.00	
Deputy Project Manager	$235.00	
Sr. Engineer	$235.00	
Project Engineer	$200.00	
Design Engineer	$165.00	
EIT	$135.00	
Sr. CADD Technician	$190.00	
CADD Technician	$100.00	
Sr. GIS Analyst	$210.00	
GIS Analyst	$150.00	
Sr. Public Involvement Representative	$140.00	
Public Involvement Representative	$120.00	
Sr. Construction Manager	$225.00	
Construction Manager	$200.00	
Sr. Construction Representative	$165.00	$200.00
Construction Representative III	$155.00	$190.00
Construction Representative II	$140.00	$170.00
Construction Representative	$110.00	$135.00
Sr. Business Manager	$235.00	
Business Manager	$180.00	
Sr. Project Analyst	$190.00	
Project Analyst	$120.00	
Quality Manager	$190.00	
Sr. Project Controls	$175.00	
Project Controls	$110.00	
Sr. Scheduler	$235.00	
Scheduler	$190.00	
Administrative Assistant	$95.00	
DIRECT EXPENSES		
Construction Truck 4x4 (Day rate)	$100.00	

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CPI Rate Adjustments: Rates shall remain firm for the initial first year of the Contract and such rates shall be deemed the "Initial Base Rates." Engineer may request rate adjustments, in writing, at least thirty (30) days prior to each annual anniversary date of the Contract. Upon County's receipt of a rate adjustment request, County will prepare a Contract Amendment setting forth the CPI rate adjustments and will provide such Contract Amendment to Engineer for its execution. Rate adjustments will take effect on the later of (1) one year after the Contract execution date or (2) the first (1st) day following the parties' complete execution of a Contract Amendment. Such rates shall remain in effect until the later of (1) the next annual anniversary date of the Contract; or (2) the date of the parties' complete execution of a new Contract Amendment that set forth adjustments to the prior rates. Any new rate adjustments will not become effective until a Contract Amendment is fully executed by the parties and no retroactive rate adjustments will be allowed.

Price adjustments will be made in accordance with changes in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, South Region (Base 1982-84 = 100).

The rate adjustment will be determined by multiplying the Initial Base Rates by a fraction, the numerator of which is the index number for most recently released index and the denominator of which is the index number for the first month of the Contract (the index number for the month in which the Agreement was originally executed). If the products are greater than the Initial Base Rates, County will pay the greater amounts as the rates during the successive year until the next rate adjustment. Rates for each successive year will never be less than the Initial Base Rates.

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Exhibit D

Williamson County
Vendor Reimbursement Policy

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

This Policy may be altered, deleted or amended, at any time and without prior notice to vendors, by action of the Williamson County Commissioners Court. Unenforceable provisions of this Policy, as imposed by applicable law, regulations, or judicial decisions, shall be deemed to be deleted. Any revisions to this Policy will be distributed to all current vendors doing business with the County.

1. Invoices and Affidavits

1.1 Invoices must adequately describe the goods or services provided to County and include all required backup (i.e., reimbursable expenses, mileage log, timesheets, receipts detailing expenses incurred etc.) that is in a form acceptable to the Williamson County Auditor. Invoices that do not adequately describe the goods or services provided to County or contain backup that is satisfactory to the Williamson County Auditor will be returned to vendor for revisions and the provision above relating to invoice errors resolved in favor of the County shall control as to the required actions of vendor and when such invoice must be paid by the County.

1.2 In the event an invoice includes charges based upon hourly billing rates for services or any other rates based upon the amount of time worked by an individual or individuals in performing services, whether the charges are being billed directly to the County or whether they are the basis of invoices from subcontractors for which the vendor seeks reimbursement from the County, the charges shall be accompanied by an affidavit signed by an officer or principal of the vendor certifying that the work was performed, it was authorized by the County and that all information contained in the invoice that is being submitted is true and correct.

1.3 Upon County's request, vendor must submit all bills paid affidavits wherein vendor must swear and affirm that vendor has paid each of its subcontractors, laborers, suppliers and material in full for all labor and materials provided to vendor for or in connection with services and work performed for County and, further, vendor must swear and affirm that vendor is not aware of any unpaid bills, claims, demands, or causes of action by any of its subcontractors, laborers, suppliers, or material for or in connection with the furnishing of labor or materials, or both, for services and work performed for County.

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2. Travel Reimbursement

2.1 The County will only cover costs associated with travel for vendors outside a 45-mile radius from the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626.

2.2 The County will only cover costs associated with travel as documented work for County. If a vendor is also doing business for another client, the travel costs must be split in proportion to the amount of work actually performed for the County and the other client. The only allowable travel expense will be for the specific days worked for Williamson County.

2.3 No advance payments will be made to vendor for travel expenditures. The travel expenditure may only be reimbursed after the expenditure/trip has already occurred and vendor has provided the Williamson County Auditor with all necessary and required backup.

2.4 Vendors must submit all travel reimbursement requests on each employee in full. Specifically, a travel reimbursement request must include all related travel reimbursement expenses relating to a particular trip for which vendor seeks reimbursement. Partial travel reimbursement requests will not be accepted (i.e., vendor should not submit hotel and mileage one month then the next month submit rental car and airfare). If the travel reimbursement appears incomplete, the invoice will be sent back to the vendor to be submitted when all information is ready to submit in full.

2.5 Reimbursement for transportation costs will be at the most reasonable means of transportation (i.e.: airline costs will be reimbursed for coach rate, rental car costs will only be reimbursed if rental car travel was most reasonable means of travel as compared to travel by air).

2.6 The County will not be responsible for, nor will the County reimburse additional charges due to personal preference or personal convenience of individual traveling.

2.7 The County will not reimburse airfare costs if airfare costs were higher than costs of mileage reimbursement.

2.8 Additional expenses associated with travel that is extended to save costs (i.e., Saturday night stay) may be reimbursed if costs of airfare would be less than the cost of additional expenses (lodging, meals, car rental, mileage) if the trip had not been extended. Documentation satisfactory to the Williamson County Auditor will be required to justify expenditure.

2.9 County will only reimburse travel expense to necessary personnel of the vendor (i.e., no spouse, friends or family members).

2.10 Except as otherwise set forth herein, a vendor must provide a paid receipt for all expenses. If a receipt cannot be obtained, a written sworn statement of the expense from the vendor may be substituted for the receipt.

2.11 Sales tax for meals and hotel stays are the only sales taxes that will be reimbursed. Sales tax on goods purchased will not be reimbursed. A sales tax exemption form is available from the Williamson County Auditor's Office upon request.

2.12 The County will not pay for any late charges on reimbursable items. It is the responsibility of the vendor to pay the invoice first and seek reimbursement from the County.

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3. Meals

3.1 Meal reimbursements are limited to a maximum of $59.00 per day on overnight travel. On day travel (travel that does not require an overnight stay), meal reimbursements are limited to a maximum of $25.00 per day. The travel must be outside the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626 by a 45-mile radius.

3.2 Receipts are required on meal reimbursement amounts up to the maximum per day amount stated for overnight or day travel. If receipts are not presented, the vendor can request per diem (per diem limits refer to 3.2). However, a vendor cannot combine per diem and meal receipts. Only one method shall be allowed.

3.3 Meals are reimbursable only to vendors who do not have necessary personnel located within a 45-mile radius of the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626, who are capable of carrying the vendor's obligations to the County. Meals will not be reimbursed to vendors who are located within a 45-mile radius of the Williamson County Courthouse.

3.4 County will not reimburse for alcoholic beverages.

3.5 Tips are reimbursable but must be reasonable to limitation of meal allowance

3.6 No meals purchased for entertainment purposes will be allowed.

3.7 Meal reimbursement must be substantiated with a hotel receipt.

4. Lodging

4.1 Hotel accommodations require an itemized hotel folio as a receipt. The lodging receipt should include name of the motel/hotel, number of occupant(s), goods or services for each individual charge (room rental, food, tax, etc.) and the name of the occupant(s). Credit card receipts or any other form of receipt are not acceptable.

4.2 Vendors will be reimbursed for a single room rate charge plus any applicable tax. If a single room is not available, the vendor must provide documentation to prove that a single room was not available in order to justify the expense over and above the single room rate. A vendor may also be required to provide additional documentation if a particular room rate appears to be excessive.

4.3 Personal telephone charges, whether local or long distance, will not be reimbursed.

5. Airfare

5.1 The County will only reimburse up to a coach price fare for air travel.

5.2 The County will exclude any additional charges due to personal preference or personal convenience of the individual traveling (i.e., seat preference charges, airline upgrades, etc. will not be an allowable reimbursement)

5.3 Air travel expenses must be supported with receipt copy of an airline ticket or an itinerary with actual ticket price paid. If tickets are purchased through a website, vendor must submit a copy of the webpage showing the ticket price if no paper ticket was issued.

5.4 Cancellation and/or change flight fees may be reimbursed by the County but vendor must provide the Williamson County Auditor with documentation in writing from a County department head providing authorization for the change.

5.5 The County will not reimburse vendor for tickets purchased with frequent flyer miles.

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6. Car Rental

6.1 Vendors that must travel may rent a car at their destination when it is less expensive than other transportation such as taxis, airport shuttles or public transportation such as buses or subways.

6.2 Cars rented must be economy or mid-size. Luxury vehicle rentals will not be reimbursed. Any rental costs over and above the cost of a mid-size rental will be adjusted.

6.3 Vendors will be reimbursed for rental cars if the rental car cost would have been less than the mileage reimbursement cost (based on the distance from vendor's point of origin to Williamson County, Texas) had the vendor driven vendor's car.

6.4 Vendors must return a car rental with appropriate fuel levels as required by rental agreement to avoid the car rental company from adding fuel charges.

6.5 Rental agreement and credit card receipt must be provided to County as back up for the request for reimbursement.

6.6 Insurance purchased when renting vehicle may also be reimbursed.

6.7 Car Rental optional extras such as GPS, roadside assistance, and administrative fees on Tolls will not be reimbursed.

7. Personal Car Usage

7.1 Personal vehicle usage will be reimbursed in an amount equal to the standard mileage rate allowed by the IRS.

7.2 Per code of Federal Regulations, Title 26, Subtitle A, Chapter 1, Subchapter B, Part IX, Section 274(d), all expense reimbursement requests must include the following:

7.2.1.1 Date

7.2.1.2 Destination

7.2.1.3 Purpose

7.2.1.4 Name of traveler(s)

7.2.1.5 Correspondence that verifies business purpose of the expense

7.3 The mileage for a personal vehicle must document the date, location of travel to/from, number of miles traveled and purpose of trip.

7.4 Mileage will be reimbursed on the basis of the most commonly used route.

7.5 Reimbursement for mileage shall not exceed the cost of a round trip coach airfare.

7.6 Reimbursement for mileage shall be prohibited between place of residence and usual place of work.

7.7 Mileage should be calculated from employee's regular place of work or their residence, whichever is the shorter distance when traveling to a meeting or traveling to Williamson County, Texas for vendors who are located outside of the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626 by at least a 45-mile radius.

7.8 When more than one person travels in same vehicle, only one person may claim mileage reimbursement.

7.9 Tolls, if reasonable, are reimbursable. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement (administrative fees on Tolls will not be reimbursed).

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7.10 Parking fees, if reasonable are reimbursable for meetings and hotel stays. For vendors who contract with a third party for visitor parking at vendor's place of business, Williamson County will not reimburse a vendor based on a percentage of its contracted visitor parking fees. Rather, Williamson County will reimburse Vendor for visitor parking on an individual basis for each time a visitor uses Vendor's visitor parking. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement.

7.11 Operating and maintenance expenses as well as other personal expenses, such as parking tickets, traffic violations, and car repairs and collision damage are not reimbursable.

8. Other Expenses

8.1 Taxi fare, bus tickets, conference registrations, parking, etc. must have a proper original receipt.

9. Repayment of Non-reimbursable Expense.

Vendors must, upon demand, immediately repay County for all inappropriately reimbursed expenses whenever an audit or subsequent review of any expense reimbursement documentation finds that such expense was reimbursed contrary to these guidelines and this Policy. Williamson County reserves the right to retain any amounts that are due or that become due to a vendor in order to collect any inappropriately reimbursed expenses that a vendor was paid.

10. Non-Reimbursable Expenses

In addition to the non-reimbursable items set forth above in this Policy, the following is a non- exhaustive list of expenses that will not be reimbursed by Williamson County:

10.1 Alcoholic beverages/tobacco products
10.2 Personal phone calls
10.3 Laundry service
10.4 Valet service (excludes hotel valet)
10.5 Movie rentals
10.6 Damage to personal items
10.7 Flowers/plants
10.8 Greeting cards
10.9 Fines and/or penalties
10.10 Entertainment, personal clothing, personal sundries and services
10.11 Transportation/mileage to places of entertainment or similar personal activities
10.12 Upgrades to airfare, hotel and/or car rental
10.13 Airport parking above the most affordable rate available
10.14 Excessive weight baggage fees or cost associated with more than two airline bags
10.15 Auto repairs

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10.16 Babysitter fees, kennel costs, pet or house-sitting fees
10.17 Saunas, massages or exercise facilities
10.18 Credit card delinquency fees or service fees
10.19 Doctor bills, prescription and other medical services
10.20 Hand tools
10.21 Safety Equipment (hard hats, safety vests, etc.)
10.22 Office Supplies
10.23 Lifetime memberships to any association
10.24 Donations to other entities
10.25 Any items that could be construed as campaigning
10.26 Technology Fees
10.27 Sales tax on goods purchased
10.28 Any other expenses which Williamson County deems, in its sole discretion, to be inappropriate or unnecessary expenditures.

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Exhibit E

DEBARMENT CERTIFICATION

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

I, the undersigned, being duly sworn or under penalty of perjury under the laws of the United States and the State of Texas, certifies that HNTB Corporation and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency:

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public* transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity* with commission of any of the offenses enumerated in paragraph (1)(b) of this certification;

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions* terminated for cause or default; and

(e) Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

HNTB Corporation

DocuSigned by:
2D025CA60557AC...

Signature of Certifying Official

Summer B. Lawton
Printed Name of Certifying Official

Vice President
Title of Certifying Official

1/4/2024
Date

(2) Where the PROVIDER is unable to certify to any of the statements in this certification, such PROVIDER shall attach an explanation to this certification.

* federal, state, or local

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SUBSCRIBED and sworn to before me the undersigned authority by Summer B. Lawton the Vice President of HNTB Corporation, on behalf of said firm.

AMANDA MARIE MUNOZ
Notary ID #130115007
My Commission Expires
February 20, 2027

Notary Public in and for the
State of Texas

My commission expires: 02/20/2027

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Exhibit F

CERTIFICATES OF INSURANCE

ATTACHED BEHIND THIS PAGE

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CERTIFICATE OF LIABILITY INSURANCE

1/1/2025

DATE (MM/DD/YYYY) 1/2/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED 1489174 HNTB CORP 101 East Old Settlers Boulevard, Suite 225 Round Rock TX 78664	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Zurich American Insurance Company — 16535 **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 20161267 **REVISION NUMBER:** XXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:	Y	Y	GLO 0769451	1/1/2024	1/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 2,000,000 $ 1,000,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	Y	BAP 0769452	1/1/2024	1/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 2,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			NOT APPLICABLE			EACH OCCURRENCE AGGREGATE 	$ XXXXXXX $ XXXXXXX $ XXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	WC 0769453	1/1/2024	1/1/2025	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: HNTB JOB #82588; GENERAL ENGINEERING CONSULTANT (GEC) AND CONSTRUCTION MANAGEMENT/INSPECTION SERVICES FOR 2023 WILLIAMSON COUNTY ROAD & BRIDGE DEPARTMENT PROJECTS.

SEE ATTACHED

CERTIFICATE HOLDER

20161267
82588-WILLIAMSON COUNTY, TEXAS
100 WILCO WAY, SUITE P101
GEORGETOWN TX 78626

CANCELLATION See Attachments

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CONTINUATION DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS (Use only if more space is required)

WILLIAMSON COUNTY, TEXAS AND ITS DIRECTORS, OFFICERS, AND EMPLOYEES ARE ADDITIONAL INSURED AS RESPECTS GENERAL LIABILITY AND AUTOMOBILE LIABILITY, AND THIS COVERAGE IS PRIMARY AND NON-CONTRIBUTORY, IF REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION IN FAVOR OF THE ADDITIONAL INSUREDS APPLIES AS RESPECTS GENERAL LIABILITY, AUTOMOBILE LIABILITY AND WORKERS COMPENSATION, IF REQUIRED BY WRITTEN CONTRACT AND WHERE ALLOWED BY LAW. COVERAGE IS SUBJECT TO THE TERMS AND CONDITIONS OF THE POLICY. GL IS $0.00; AL IS $100K; WC IS $250K.

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Attachment Code: D588365 Certificate ID: 20161267

POLICY NUMBER: GLO 0769451

Notification to Others of Cancellation

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part
Liquor Liability Coverage Part
Products/Completed Operations Liability Coverage Part

A. If we cancel this Coverage Part(s) by written notice to the first Named Insured for any reason other than nonpayment of
premium, we will mail or deliver a copy of such written notice of cancellation:

1. To the name and address corresponding to each person or organization shown in the Schedule below; and
2. At least 10 days prior to the effective date of the cancellation, as advised in our notice to the first Named Insured,
or the longer number of days notice if indicated in the Schedule below.

B. If we cancel this Coverage Part by written notice to the first Named Insured for nonpayment of premium, we will mail or
deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.

C. If notice as described in Paragraphs A. or B. of this endorsement is mailed, proof of mailing will be sufficient proof of such
notice.

SCHEDULE

Name and Address of Other Person(s) / Organization(s):	Name and Address of Other Person(s) / Organization(s):
ANY PERSON OR ORGANIZATION YOU ARE REQUIRED TO PROVIDE NOTICE OF CANCELLATION, NONRENEWAL OR REDUCTION OF INSURANCE, AS DEFINED ABOVE, IN A WRITTEN CONTRACT, WRITTEN AGREEMENT, EXCEPT WHERE SUCH CONTRACT OR AGREEMENT IS PROHIBITED BY LAW.	30

All other terms and conditions of this policy remain unchanged.

U-GL-1446-A CW (05/10)

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Attachment Code: D588367 Certificate ID: 20161267

POLICY NUMBER: BAP 0769452

Notification to Others of Cancellation

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READIT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial Automobile Coverage Part

A. If we cancel this Coverage Part by written notice to the first Named Insured for any reason other than nonpayment of
premium, we will mail or deliver a copy of such written notice of cancellation:

1. To the name and address corresponding to each person or organization shown in the Schedule below; and
2. At least 10 days prior to the effective date of the cancellation, as advised in our notice to the first Named Insured, or the longer number of days notice if indicated in the Schedule below.

B. If we cancel this Coverage Part by written notice to the first Named Insured for nonpayment of premium, we will mail or
deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.

C. If notice as described in Paragraphs A. or B. of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

SCHEDULE

Name and Address of Other Person(s) / Organization(s):	Number of Days Notice:
ANY PERSON OR ORGANIZATION YOU ARE REQUIRED TO PROVIDE NOTICE OF CANCELLATION, NONRENEWAL OR REDUCTION OF INSURANCE, AS DEFINED ABOVE, IN A WRITTEN CONTRACT, WRITTEN AGREEMENT, EXCEPT WHERE SUCH CONTRACT OR AGREEMENT IS PROHIBITED BY LAW.	30

All other terms and conditions of this policy remain unchanged.

U-CA-812-A CW (05/10)

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Attachment Code: D588370 Certificate ID: 20161267

POLICY NUMBER: WC 0769453

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 99 06 33

NOTIFICATION TO OTHERS OF CANCELLATION ENDORSEMENT

This endorsement is used to add the following to Part Six of the policy.

PART SIX
CONDITIONS

A. If we cancel this policy by written notice to you for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below. Notification to such person or organization will be provided at least 10 days prior to the effective date of the cancellation, as advised in our notice to you, or the longer number of days notice if indicated in the Schedule below.

B. If we cancel this policy by written notice to you for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.

C. If notice as described in Paragraphs A. or B. of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

SCHEDULE

Name and Address of Other Person(s) / Organization(s):	Number of Days Notice:
ANY PERSON OR ORGANIZATION YOU ARE REQUIRED TO PROVIDE NOTICE OF CANCELLATION, NONRENEWAL OR REDUCTION OF INSURANCE, AS DEFINED ABOVE, IN A WRITTEN CONTRACT, WRITTEN AGREEMENT, EXCEPT WHERE SUCH CONTRACT OR AGREEMENT IS PROHIBITED BY LAW.	**30**

All other terms and conditions of this policy remain unchanged.

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ACORD®

CERTIFICATE OF LIABILITY INSURANCE

5/1/2024

DATE (MM/DD/YYYY) 1/2/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
	INSURER(S) AFFORDING COVERAGE — **NAIC #** **INSURER A :** Lloyd's of London **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**
INSURED 1445095 HNTB CORP 101 East Old Settlers Boulevard, Suite 225 Round Rock TX 78664	

COVERAGES **CERTIFICATE NUMBER:** 20161272 **REVISION NUMBER:** XXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC ☐ OTHER:			NOT APPLICABLE			EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX $
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX
	☐ **UMBRELLA LIAB** ☐ OCCUR ☐ **EXCESS LIAB** ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $			NOT APPLICABLE			EACH OCCURRENCE AGGREGATE 	$ XXXXXXX $ XXXXXXX $ XXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		NOT APPLICABLE			☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ XXXXXXX $ XXXXXXX $ XXXXXXX
A	PROFESSIONAL LIABILITY	N	Y	LDUSA2304553	5/1/2023	5/1/2024	$2,000,000 PER CLAIM/ ANNUAL AGGREGATE	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: HNTB JOB #82588; GENERAL ENGINEERING CONSULTANT (GEC) AND CONSTRUCTION MANAGEMENT/INSPECTION SERVICES FOR 2023 WILLIAMSON COUNTY ROAD & BRIDGE DEPARTMENT PROJECTS. WAIVER OF SUBROGATION APPLIES TO PROFESSIONAL LIABILITY, IF REQUIRED BY WRITTEN CONTRACT AND WHERE ALLOWED BY STATE LAW.

CERTIFICATE HOLDER

20161272
82588-WILLIAMSON COUNTY, TEXAS
100 WILCO WAY, SUITE P101
GEORGETOWN TX 78626

CANCELLATION See Attachment

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Joseph M Agnello

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Forms a part of policy no.: LDUSA2304553

Issued to: HNTB HOLDINGS LTD and as more fully detailed herein

By: UNDERWRITERS AT LLOYD'S, LONDON AND SUPPORTING INSURERS

ENDORSEMENT #14

ADVICE OF CANCELLATION TO ENTITIES OTHER THAN THE NAMED INSURED ENDORSEMENT

This endorsement modifies insurance provided by the policy:

SCHEDULE

Name of Certificate Holder(s) and Address:

WHERE PURSUANT TO A CONTRACT OR WRITTEN AGREEMENT THE INSURED HAS AGREED BY NATURE OF SUCH CONTRACT OR 'WRITTEN AGREEMENT WHERE THE INSURED HAS PROVIDED THE INSURERS WITH THE NAMES AND ADDRESS OF SUCH CERTIFICATE HOLDERS

A. If the **Insurer** cancels this policy, prior written notice of cancellation shall be given to the Certificate Holder(s) shown in the above Schedule (hereinafter, "Certificate Holder(s)") as follows:

1. a ten (10) day prior written notice of cancellation shall be given for non-payment of premium;

2. a sixty (60) day prior written notice of cancellation shall be given for any reason other than cancellation for non-payment of premium,

3. a sixty (60) day prior written notice of shall be given for non-renewal of this policy.

B. The **Insurer** shall provide sixty (60) days prior written notice of a **Material Change** during the policy period to the Certificate Holder(s).

Other than the right to receive notice of cancellation or a notice of a **material change** as set forth herein, this endorsement confers no rights under this policy to the Certificate Holder(s) including, but not limited to, additional insured status or additional **Named Insured** status.
The following definitions apply to this endorsement:

1. **Insurer** means the insurers shown in the Market Schedule attached to this policy

2. **Material Change** means the addition of an endorsement(s) to the policy after the policy inception date which:

    1. Reduces the Limits of Insurance/Liability; or
    2. Adds an Exclusion(s) to the policy.

All other terms and conditions of the policy remain the same.

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ANNUAL FISCAL YEAR WORK AUTHORIZATION NUMBER 01

This Annual Fiscal Year Work Authorization is made as of this ___ day of January, 2024, under the terms and conditions established in the Agreement for Engineering Services **(**General Engineering Consultant (GEC) – Construction Management/Inspection Services), dated January __, 2024 (the Agreement), between Williamson County, Texas (County) and HNTB Corporation (Engineer). This Annual Fiscal Year Work Authorization is made for the following purpose, consistent with the Project defined in the Agreement:

> *Provide engineering management services required to initiate and monitor production of contract documents and construction of road and drainage projects for various Williamson County programs and departments, excluding the Williamson County Road Bond Program.*

Section A. - Scope of Services

A.1. Engineer shall perform the following Services:

See attached Exhibit B

A.2. The following Services are not included in this Annual Fiscal Year Work Authorization, but shall be provided as Additional Services if authorized or confirmed in writing by the County:

Any Services not listed in Exhibit B and/or exceeding the Authorized Fee.

A.3. In conjunction with the performance of the foregoing Services, Engineer shall provide the following submittals/deliverables (Documents) to County:

See attached Exhibit B

Section B. - Schedule

This Annual Fiscal Year Work Authorization shall be effective as of the date of the last party's execution below and continue until September 30, 2024. Engineer shall perform the Services and deliver the related Documents (if any) according to the following schedule:

January 1, 2024 – September 30, 2024

Section C. - Compensation

C.1. In return for the performance of the foregoing obligations, County shall pay to Engineer the not-to-exceed amount of $2,445,414, payable according to the Rate Schedule and terms of the Agreement.

C.2. Compensation for Additional Services (if any) shall be paid by County to Engineer according to the Rate Schedule and terms of the Agreement.

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Section D. - County's Responsibilities

County shall perform and/or provide the following in a timely manner so as not to delay the Services of Engineer. Unless otherwise provided in this Annual Fiscal Year Work Authorization, County shall bear all costs incident to compliance with the following:
See Attached Exhibit A.

Section E. - Other Provisions

The parties agree to the following provisions with respect to this specific Annual Fiscal Year Work Authorization:

Not Applicable

IN WITNESS WHEREOF, the County and Engineer have executed this Annual Fiscal Year Work Authorization.

Williamson County, Texas (County)	HNTB CORPORATION (Engineer)
By: _____	By: DocuSigned by: 2DA2BCA605524AC...
Name: _____	Name: Summer B. Lawton
Title: _____	Title: Vice President
Date: _____ ____, 20____	Date: 12/29/2023

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EXHIBIT A

SERVICES TO BE PROVIDED BY THE COUNTY

The services to be provided by COUNTY under the Agreement shall consist of the following items.

1. Furnish all reference documents, information and project data for the development of the projects.
2. Provide traffic data and available schematic layouts for projects in the bond program.
3. Provide design contracts, fee schedules, and project schedules as provided by the project consultants

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EXHIBIT B

SERVICES TO BE PROVIDED BY THE ENGINEER

The services to be performed by the Engineer under this Agreement shall consist of providing engineering management services required to initiate and monitor production of contract documents and construction of road and drainage projects for various Williamson County programs and departments, excluding the Williamson County Road Bond Program.

The Engineer will furnish materials required to perform the engineering services below.

Program Management

1. Amend and update, in coordination with the Commissioners Court and County staff, the Long-Range Transportation Plan.
2. Identify specific program activities and update/modify program organizational and management documents, agreements, and process.
3. Meet with Commissioners and County staff monthly to identify priority projects.
4. Maintain unit cost data to develop cost estimates, cash flow schedules, and implementation schedules for priority projects.
5. Prepare Request for Qualifications (RFQ's) for project consultants and other professional services.
6. Assist in requesting qualification statements from engineering firms for design services, and from other service providers, as necessary.
7. Assist in selecting or pre-qualifying firms for review and consideration by the Commissioners Court for the road and drainage improvement projects and related activities.
8. Assist County Public Information Officer (PIO) in presenting the most up-to-date and relevant information for posting on the appropriate County website. Review the County website monthly. Provide updated language and exhibits to the PIO as needed for their use in updating the website.
9. Assist the County and Public Involvement consultant in developing public information strategies for the specific transportation project and for each of the road construction components. This would include items such as creation of a full-project multi-media presentation, regular newsletters, targeted project presentations, seminars, town meetings, trade show exhibits, school exhibits, library exhibits, educational materials, website materials, maps, informational pieces keyed to each road project, graphics and other exhibits, as needed.
10. Meet with Texas Department of Transportation (TxDOT) representatives quarterly or as new on-system projects are kicked off, to review TxDOT's proposed improvement

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program for Williamson County and identify projects the County can facilitate and expedite. Prepare documentation for developing Advance Funding Agreements and Local On-System Agreements between Williamson County and TxDOT for "partnering" projects.

11. Update as necessary the standardized professional service agreement (PSA) and construction contracts for program activities.
12. Assist County staff and the County Commissioners with appearances and presentations to elected officials, government bodies, Capital Area Metropolitan Planning Organization (CAMPO), service organizations, chambers of commerce, neighborhood groups, school groups, various citizen groups, church groups, etc.
13. Coordinate and assist the Environmental Permitting consultants in updating the comprehensive mitigation program for County projects, as needed.
14. Assist in preparation of Interlocal Agreements with Cities partnering with the County to jointly fund and construct projects. Monitor City activities, schedules, and invoices as necessary.
15. Assist in preparation of Development Agreements with Developers partnering with the County to jointly fund and construct projects. Monitor Developer activities, schedules, and invoices as necessary.
16. Provide expert witness assistance in Right of Way (ROW) acquisition cases and other technical assistance, as requested, in legal matters relating to the program activities.
17. Implement and maintain ProjectWise based project database to facilitate project management and coordination of design and construction efforts. Electronic filing system to include program management materials, planning documents, design documents, right-of-way documents, bid documents, and construction documents.
18. Implement and maintain GIS based ROW database to monitor ROW acquisition status and facilitate timely acquisition of ROW for construction projects.
19. Attend meetings, participate in phone calls, prepare correspondence, send and respond to emails related to the projects.
20. Prepare and issue project documentation throughout the duration of the project.
21. Provide ongoing monitoring and processing responses to Federal (US DOT and USFWS), State (TxDOT and TCEQ), and local (CAMPO) rulemaking, programs, funding and policy directives. Specifically, the team will focus on proposals that could affect project development and timely delivery of the County Road & Bridge Department's projects. The team will also pursue all new funding opportunities from US DOT and CAMPO and assist the County in preparing grant applications and providing information for project/program calls.

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Design & Planning Phase Oversight

1. Attend meetings with Commissioners, County Staff, TxDOT, local government officials, project engineers and other County consultants as needed.

2. Assist the ROW acquisition team in the coordination of acquisitions services and the timely acquisition of ROW for roadway projects. Provide preliminary cost estimates and a priority acquisition schedule.

3. Manage and oversee the Utility Coordination (UC) consultant activities, including:
   - Provide UC consultant with project list, location maps, and implementation schedule.
   - Facilitate coordination between the UC consultant and design consultants.
   - Review reasonableness of utility conflict strip maps.
   - Facilitate coordination between the UC consultant and local governments. Assist in preparation of Interlocal Agreements with Cities and other government entities regarding the relocation of their utility facilities.
   - Review and process utility agreements submitted by the UC consultant.
   - Monitor anticipated relocation schedules to further the timely relocation of utilities for construction projects.
   - Review and process utility invoices submitted by the UC consultant.

4. Manage and oversee preliminary engineering, planning, and final engineering design activities and preparation of construction documents including:
   - Prepare draft scope of work for each road project.
   - Review final scope of work submitted for each road project.
   - Review reasonableness of engineering fee estimate for each project.
   - Assist Client in negotiation of contracts with selected firms.
   - Conduct kick-off meeting with project firm/team.
   - Review QA/QC plans submitted by design firms for conformance with County requirements.
   - Perform design and constructability reviews and provide one set of comments per submittal, including constructability reviews, in accordance with the Program Procedures Manual.
   - Coordinate environmental activities with design engineers, including project permitting, route/alignment issues, and right-of-way acquisition.

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- Review invoices, as requested.
- Conduct a maximum of six (6) progress meetings per project and conduct in-house audits of project consultant activities on a monthly basis.
- Oversee submission of plans to local governments, TxDOT, Texas Turnpike Authority (TTA), and Texas Commission on Environmental Quality (TCEQ), as required.
- Provide project close-out, including obtaining and filing final design files received from design engineer once project construction is completed.

5. Manage and oversee the Environmental consultant activities, including:
   - Facilitate coordination between the Environmental consultant and design consultant.
   - Coordinate with Environmental consultant to obtain geological assessment, biological assessment, and endangered species habitat assessment for each project. Provide reviews in accordance with the Program Procedures Manual.
   - Review and provide comments on Regional Habitat Conservation Plan (RHCP) applications for construction projects. Submit RHCP applications on behalf of Williamson County.

6. Manage the geotechnical investigations, develop contracts for geotechnical firms as needed, and review and disseminate results from the geotechnical investigations. Provide and/or review pavement design for all county road projects.

7. Manage and oversee survey firm activities, including:
   - Prepare or review survey scope of work for on-call or project specific work authorizations.
   - Coordinate with surveyor to obtain field notes for proposed ROW acquisitions.
   - Review draft field notes for accuracy and coordinate with ROW attorney for title search.
   - Coordinate with surveyor to perform miscellaneous tasks, such as staking existing or proposed ROW line, providing aerial or drone photography, or performing topographic survey.

8. Provide constructability reviews for each project, including:
   - Review reasonableness and constructability of construction documents at milestone submittals, during both planning and design phases. Documents to be reviewed may include schematics/plans, survey data, as-built records, existing and proposed ROW

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maps, adjacent project plans, geotechnical investigations/reports, environmental reports, ROW/easement agreements, utility information, and pavement reports.

- Perform site visit to confirm the quality of existing site condition information provided in the construction documents.
- Review proposed construction phasing and verify that the project and its phases are constructible based on the information provided in the traffic control sheets, and that traffic movements for the entire project limits have been addressed.
- Review detours and traffic control to verify milling, level-up, pavement, signage, markings, etc. have been quantified and are included in the construction quantities.
- Review geotechnical recommendations and confirm the recommendations have been incorporated into the design, and do not conflict with the information provided in the earthwork and structural specifications.
- Review limits of construction to confirm that all proposed work is contained within the limits of the ROW or easements.
- Review reasonableness of engineering fee estimate for each project.
- Provide value engineering services for projects outside of scope and budget, as necessary.

9. Provide bid phase services, including:
    - Coordinate the preparation of the final bid documents.
    - Coordinate with Commissioner and Purchasing staff to set advertising and bidding schedule.
    - Prepare contract advertisement and project summary for placement on Court agenda for approval to advertise.
    - Facilitate the pre-bid conference.
    - Prepare/distribute meeting minutes and sign-in sheet to attendees.
    - Assist County and design engineer with answering contractor questions during advertisement period.
    - Coordinate the preparation and distribution of addenda. Review and approve addenda prior to distribution to plan holders.
    - Coordinate with TxDOT as necessary to verify the prequalification and bidding capacity of contractors requesting bid proposal documents for projects on state highway system or utilizing federal funding, including reimbursements.
    - Attend the bid opening and review bids for completeness and compliance with the Invitation for Bids.
    - Review design engineer's bid analysis and recommendation. Perform independent bid analysis, review bidder references, and review bidder qualifications.

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- Coordinate with Commissioner regarding bidder reference results and recommendation of contract award.
- Prepare recommendation of contract award to the successful bidder, for placement on Court agenda for approval.

Construction & Warranty Phase Oversight

10. Manage and oversee the construction of the projects, including:
    - Coordinate the preparation and execution of the construction contract documents.
    - Prepare and distribute Notice of Award to contractor.
    - Prepare and submit Notice of Intent to TCEQ and others, as required.
    - Coordinate distribution of Water Pollution and Abatement Plan or Contributing Zone Plan to contractor and construction observer.
    - Facilitate the pre-construction conference and prepare/distribute meeting minutes to attendees.
    - Perform pre-construction site visit and video existing conditions within the project limits for documentation purposes.
    - Prepare and distribute County TCEQ Site Notice to contractor for posting on construction project site billboard, as required.
    - Prepare and distribute the Notice to Proceed to contractor.
    - Coordinate the selection of an on-call testing firm for QA testing on behalf of the County and negotiate Work Authorizations as needed.
    - Review and evaluate contractor's construction schedule monthly.
    - Receive and process/approve construction submittals. Submittals approved by HNTB will be reviewed and returned to Contractor within fourteen (14) days of receipt.
    - Receive and review/document subcontractor agreements.
    - Perform construction observation and documentation and provide on-site staff on an as-needed basis to oversee construction of the projects.
    - Attend weekly construction progress meetings.
    - Prepare and issue construction update reports, weekly, bi-weekly, and/or monthly, depending on specific project requirements.
    - Photograph ongoing construction activities daily through construction of projects.
    - Prepare monthly construction update presentation for the Court.
    - Prepare and issue traffic control notifications to affected entities.

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- Perform and document traffic control inspections.
- Perform and document SW3P inspections. Ensure contractor is complying with requirements of the Water Pollution and Abatement Plan or Contributing Zone Plan if applicable.
- Receive and review QC test results for compliance with the specifications.
- Schedule oversight (QA) testing on behalf of the County. Oversee the independent testing firms.
- Coordinate with adjacent property owners, other agencies, and affected entities regarding construction schedule and impacts, or as needed.
- Assist the County in documentation of the DBE program.
- Prepare and process/respond to Requests for Information (RFIs) when necessary. Coordinate with the engineer of record as necessary.
- Prepare Change Orders when necessary. This may include negotiation of change order scope/prices and adjustments to contract time. Coordinate with Engineer of Record for plan and/or quantity revisions, as necessary. Prepare documentation detailing the reason for each Change Order and justification for new items, price adjustments, or time extensions. Discuss proposed Change Orders with the appropriate County Commissioner during development, submit proposed Change Orders to the Court for approval, and facilitate and track further Change Order processing to completion.
- Maintain program summary of proposed and executed changes orders for active and completed construction projects.
- Maintain construction records, including project diaries, daily reports, pay folders, SW3P inspection records, and TCP inspection records, as needed. Construction records for projects on the TxDOT system, or containing state/federal funds, will comply with TxDOT Local Government Project Procedures requirements.
- Review and recommend for approval monthly construction pay applications. Review requested quantities for payment and compare to documented construction progress during the pay period, confirm that contract quantities/prices and Change Orders are accurately included, confirm paid to date and retainage amounts, confirm that contract time utilized is recorded appropriately, review Material on Hand invoices, review DBE monthly reports if required, and confirm that partial lien waivers are included for both contractor and subcontractors.
- Coordinate with contractor regarding status of construction invoice payments. Correspond with subcontractors and material suppliers, as needed, regarding any outstanding payments from prime contractor.
- Coordinate with bond holders as necessary in the event of default by the prime contractor.

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- Review contractor punchlist and request for substantial completion. Coordinate a project walk through and prepare a punchlist on behalf of the County. Compile punchlist on behalf of County and any other stakeholders (city, TxDOT, etc.).
- Prepare and distribute Notice of Substantial Completion to contractor, along with punchlist of items required to complete the project.

11. Coordinate, schedule, and attend ground breaking and ribbon cutting ceremonies. Review and edit press releases for accuracy.

12. Update County Staff and County Commissioners on project status and issues. As needed, meet individually with County Staff and County Commissioners to discuss project status and issues in greater detail.

13. Manage and oversee construction phase engineering design efforts and any necessary plan revisions. Provide QA reviews of construction phase design documents. Reviews may include quantity confirmation, constructability review, review of specifications specified, coordination with the existing construction documents, etc.

14. Prepare construction phase invoices for County submittal to TxDOT, developers, Cities, or other local entities for reimbursement of expenditures on jointly funded projects, as needed.

15. Coordinate with utility relocation/coordination team regarding construction phase utility relocations and conflicts.

16. Coordinate with the ROW acquisition team regarding construction phase acquisitions. Review ROW contracts to ensure ROW obligations are met during construction.

17. Coordinate and meet with County Road and Bridge, Purchasing, and Audit departments, and other County representatives as needed.

18. Coordinate with State agencies (TxDOT, TTA, TCEQ) and local governments to facilitate construction of the projects with respect to facilities owned by these agencies, an/or to expedite the review and approval process of proposed change orders by these agencies.

19. Provide support to the County as requested in the event of a third-party claim.

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20. Manage and oversee construction project close-out and warranty period, including:

- Perform post-construction site visit to verify completion of the punchlist and video conditions within the project limits for documentation purposes.
- Upon completion of the punchlist, prepare and distribute Certificate of Completion to contractor.
- Negotiate and respond to contractor claims on behalf of the County, as needed. This may include review of contractor provided claim documentation, review of project records, meetings with County staff, County Commissioners, or program management personnel to discuss claim/response, negotiation meetings with contractor, and preparation/and distribution of correspondence.
- Obtain final record drawings from Contractor and review for accuracy. Maintain a pdf file containing final record drawings for each project.
- Prepare and process final balancing Change Order to reconcile quantities adjusted due to field conditions.
- Review and approve final pay application and retainage release.
- Receive warranty bond from contractor and perform quarterly warranty inspections during the warranty period.
- Upon receipt of all required closeout documentation, prepare and distribute Certificate of Acceptance to the contractor.
- Prepare quarterly warranty reports and distribute to contractor. Coordinate with contractor regarding completion of required warranty work and prepare/issue notice to contractor upon successful completion of warranty period.
- Scan all contract files and compile an electronic record of contract documents. Provide project closeout package to County in electronic format, including final record drawings received from Contractor, after project construction is accepted and the files are closed.

DocuSign Envelope ID: 46D82832-A788-48AD-9E3A-26179C722FB7

	Principal	Sr. Project Advisor	Project Advisor	Program Manager	Sr. Project Manager	Project Manager	Deputy Project Manager	Sr. Engineer	Project Engineer	Design Engineer	EIT	Sr. CADD Technician	Principal Planner	Environmental Specialist	Sr. Environmental Planner	Environmental Planner
January 1, 2024 - September 30, 2024	3	380	429	82	2,627	1,539	17	9	462	546	258	70	2	245	135	151
WORK AUTHORIZATION TOTALS	3	380	429	82	2,627	1,539	17	9	462	546	258	70	2	245	135	151
BILLING RATES	$ 420	$ 414	$ 332	$ 443	$ 328	$ 260	$ 234	$ 234	$ 198	$ 157	$ 128	$ 187	$ 290	$ 230	$ 181	$ 141
TOTAL HNTB LABOR	$ 1,260	$ 157,320	$ 142,428	$ 36,326	$ 861,656	$ 400,140	$ 3,978	$ 2,106	$ 91,476	$ 85,722	$ 33,024	$ 13,090	$ 580	$ 56,350	$ 24,435	$ 21,291
HNTB Fee January 1, 2024 - September 30, 2024 **SUBTOTAL**																
JOB TOTALS																

EXHIBIT D
FEE SCHEDULE

GIS Analyst	Sr. Urban Planner	Urban Planner	Sr. Construction Manager	Construction Manager	Sr. Business Manager	Project Analyst	Project Controls	Sr. Scheduler	Scheduler	Administrative Assistant	Intern	TOTALS
368	91	281	4	4	3	70	2	-	4	-	150	7,932
368	91	281	4	4	3	70	2	-	4	-	150	7,932
$ 131	$ 256	$ 130	$ 229	$ 193	$ 253	$ 120	$ 106	$ 234	$ 175	$ 92	$ 87	
$ 48,208	$ 23,296	$ 36,530	$ 916	$ 772	$ 759	$ 8,400	$ 212	$ -	$ 700	$ -	$ 13,050	$ 2,064,025

	Total Hours	Expenses		Labor	Subconsultant Fees	TOTAL FEE
		Print/Repro	Travel			
	7,932	$ 7,500	$ 37,500	$ 2,064,025	$ 336,389	$ 2,445,414
	7,932					**$ 2,445,414**
	7,932	$ 7,500	$ 37,500	$ 2,064,025	$ 336,389	$ 2,445,414

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Subconsultant Fee Schedule (FLAG)

	Principal	Senior Program Controller	Program Controller II	Program Controller I	Sr. Program Scheduler	Program Scheduler II	Program Scheduler I	Senior Program Analyst	Program Analyst II	Program Analyst I	Senior Document Mgt Specialist	Document Mgt Specialist II	Document Mgt Specialist I	Administrative Manager	**TOTALS**
January 1, 2024 to September 30, 2024	195	520			520			520						96	1,851
WORK AUTHORIZATION TOTALS	195	520	-	-	520	-	-	520	-	-	-	-	-	96	1,851
BILLING RATES	$ 210.11	$ 193.51	$ 174.16	$ 156.74	$ 187.28	$ 168.55	$ 151.69	$ 171.76	$ 154.59	$ 139.13	$ 99.52	$ 89.57	$ 80.61	$ 84.29	
TOTAL FLAG LABOR	$ 40,971	$ 100,625	$ -	$ -	$ 97,386	$ -	$ -	$ 89,315	$ -	$ -	$ -	$ -	$ -	$ 8,092	$ 336,389

	Total Hours	Expenses		Labor	Subconsultant Labor	**TOTAL FEE**
		Reproduction	Travel			
FLAG Fee						
January 1, 2024 to September 30, 2024	1,851	$ -	$ -	$ 336,389	$ -	$ 336,389
SUBTOTAL (FLAG)	**1,851**					**$ 336,389**

DocuSign Envelope ID: DD62B9C9-2EA9-4AEF-AAF8-0D2A60CB3962

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2024-1108450

Date Filed:
01/04/2024

Date Acknowledged:

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

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

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
82587
Engineering management services required to initiate and monitor production of contract documents and construction of road and drainage projects for the Williamson County

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Slimp, Robert J.	Atlanta, GA United States	X	
O'Grady, Thomas D.	Overland Park, KS United States	X	
Mann, Douglas L.	Plano, TX United States	X	
Cahill, Timothy G.	Kansas City, MO United States	X	
Denson, Craig	Kansas City, MO United States	X	
Holdings Ltd, HNTB	Kansas City, MO United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Summer B. Lawton, and my date of birth is ____.

My address is 200 W 6th St., Suite 2400 (street), Austin (city), Tx (state), 78701 (zip code), US (country).

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

Executed in Travis County, State of Tx, on the 4 day of January (month), 2024 (year).

DocuSigned by:
[signature]
Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2024-1108450

Date Filed:
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01/04/2024

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HNTB Corporation
Austin, TX United States

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Williamson County

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82587
Engineering management services required to initiate and monitor production of contract documents and construction of road and drainage projects for the Williamson County

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		Controlling	Intermediary
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O'Grady, Thomas D.	Overland Park, KS United States	X	
Mann, Douglas L.	Plano, TX United States	X	
Cahill, Timothy G.	Kansas City, MO United States	X	
Denson, Craig	Kansas City, MO United States	X	
Holdings Ltd, HNTB	Kansas City, MO United States	X	

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

6 **UNSWORN DECLARATION**

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

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

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

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

_____
Signature of authorized agent of contracting business entity
(Declarant)

DocuSign Envelope ID: DD62B9C9-2EA9-4AEF-AAF8-0D2A60CB3962

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2024-1108448

Date Filed:
01/04/2024

Date Acknowledged:

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

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

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
82588
Engineering management services required to initiate and monitor production of contract documents and construction of road and drainage projects for various Williamson County programs

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary
Mann, Douglas L.	Plano, TX United States	X	
Cahill, Timothy G.	Kansas City, MO United States	X	
Denson, Craig	Kansas City, MO United States	X	
Holdings Ltd, HNTB	Kansas City, MO United States	X	
Slimp, Robert J.	Atlanta, GA United States	X	
O'Grady, Thomas D.	Overland Park, KS United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Summer B. Lawton, and my date of birth is _____.

My address is 200 W 6th St., Suite 2400 (street), Austin (city), Tx (state), 78701 (zip code), US (country).

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

Executed in Travis County, State of Texas, on the 4 day of January (month), 20 24 (year).

DocuSigned by:
[signature]
Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
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Engineering management services required to initiate and monitor production of contract documents and construction of road and drainage projects for various Williamson County programs

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Denson, Craig	Kansas City, MO United States	X	
Holdings Ltd, HNTB	Kansas City, MO United States	X	
Slimp, Robert J.	Atlanta, GA United States	X	
O'Grady, Thomas D.	Overland Park, KS United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

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

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

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

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

_____
Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session **61.**

Meeting Date: 01/09/2024

Kimley Horn 2576 Traffic Engr Svcs Contract Amendment No 1

Submitted For: Robert Daigh **Submitted By:** Vicky Edwards, Infrastructure

Department: Infrastructure

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on Contract Amendment No 1 under Williamson County Contract for Engineering Services between Kimley-Horn and Associates, Inc. and Williamson County dated March 10, 2020 for Traffic Engineering Services.

Background

This Contract Amendment No 1 is to update the rate schedule. Funding source: 01.0200.0210.004100.

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Kimley Horn 2576 Traffic Engr Svcs Contract Amendment No 1

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	01/04/2024 10:09 AM
County Judge Exec Asst.	Becky Pruitt	01/04/2024 10:37 AM
Form Started By: Vicky Edwards		Started On: 01/04/2024 09:41 AM
Final Approval Date: 01/04/2024		

CONTRACT AMENDMENT NO. 1
TO
WILLIAMSON COUNTY CONTRACT FOR ENGINEERING SERVICES

WILLIAMSON COUNTY ROAD AND BRIDGE DEPARTMENT
"ON-CALL" TRAFFIC ENGINEERING SERVICES ("Project")

THIS CONTRACT AMENDMENT NO. 1 to Williamson County Contract for Engineering Services is by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and KIMLEY-HORN AND ASSOCIATES, INC. (the "Engineer") and becomes effective as of the date of the last party's execution below.

WHEREAS, the County and the Engineer executed the Williamson County Contract for Engineering Services dated effective March 10, 2020 (the "Contract");

WHEREAS, pursuant to Article 14 of the Contract, the terms of the Contract may be modified by a written fully executed Contract Amendment;

WHEREAS, the "Compensation Cap" under Article 5 of the Contract limits the maximum amount payable under the Contract to $1,000,000.00; and,

WHEREAS, the Rate Schedule in Exhibit D of the Contract are limited to the rates noted in said Exhibit D; and,

WHEREAS, it has become necessary to amend the Contract.

AGREEMENT

NOW, THEREFORE, premises considered, the County and the Engineer agree that the Contract is amended as follows:

I. The hourly Rates in the original Exhibit D of the Contract are hereby amended as shown in the attached revised Exhibit D (must be attached).

All other terms of the Contract are unchanged and will remain in full force and effect.

IN WITNESS WHEREOF, the County and the Engineer have executed this Contract Amendment, to be effective as of the date of the last party's execution below.

ENGINEER:	**COUNTY:**
By:	By: _____
Signature	Signature
Brian Boecker	_____
Printed Name	Printed Name
Senior Vice President	_____
Title	Title
10/16/2023	_____
Date	Date

CONTRACT AMENDMENT NO. _1_
TO
WILLIAMSON COUNTY CONTRACT FOR ENGINEERING SERVICES

Exhibit D
Hourly Rates

MARCH 2020 PSA SIGNED	248.136	Consumer Price Index, South Region — March 2020 : Southeast Information Office : U.S. Bureau of Labor Statistics (bls.gov)
FEBRUARY 2023	292.285	Consumer Price Index, South Region — February 2023 : Southeast Information Office : U.S. Bureau of Labor Statistics (bls.gov)
DELTA	17.79%	

DIRECT LABOR	Current Rate Schedule	Proposed Rate Schedule
Senior Engineer I / Senior Professional I	$210.00	**$247.36**
Senior Engineer II / Senior Professional II	$255.00	**$300.37**
Professional	$165.00	**$194.36**
Analyst	$145.00	**$170.80**
Senior Designer	$150.00	**$176.69**
CAD Technician	$115.00	**$135.46**
Senior Support Staff	$110.00	**$129.57**
Support Staff	$95.00	**$111.90**
DIRECT EXPENSES		
Postage & shipping (metered/bulk) / month	$150.00	**$176.69**
Materials and Shipping / per package	$35.00	**$41.23**
Overnight Mail - oversized box / each	$40.00	**$47.12**
Courier Services / each	$40.00	**$47.12**
Photocopies B/W (8 1/2" X 11") / each	$0.10	**$0.12**
Photocopies B/W (11" X 17") / each	$0.20	**$0.24**
Photocopies Color (8 1/2" X 11") / each	$0.75	**$0.88**
Photocopies Color (11" X 17") / each	$1.25	**$1.47**
Digital Ortho Plotting / sheet	$2.50	**$2.94**
Plots (B/W on Bond) / square foot	$1.00	**$1.18**
Plots (Color on Bond) / square foot	$2.00	**$2.36**
Plots (Color on Photographic Paper) / square foot	$5.50	**$6.48**
Color Graphics on Foam Board / square foot	$5.50	**$6.48**
Presentation Boards up to 48" X 60" Color Mounted / each	$75.00	**$88.34**
Outside Printing - Reports (Includes labor and supplies) / each report	$50.00	**$58.90**
Report Binding and Tabbing (Includes labor and supplies) / each	$10.00	**$11.78**
Reproduction of CD/DVD / each	$30.00	**$35.34**
CDs/DVDs / each	$2.00	**$2.36**
Cardstock Color (8 1/2" x 11") / each	$2.00	**$2.36**
4" X 6" Digital Color Print / picture	$0.50	**$0.59**
Historical Aerial Images (Photographs, Negatives, Maps) / each	$100.00	**$117.79**
Aerial Photographs (1" = 500' scale) / each	$50.00	**$58.90**
Maps and Map Records / each	$2.00	**$2.36**
Environmental Field Supplies (lathes, stakes, flagging, spray paint, etc.) / day	$51.00	**$60.07**
Noise Meter Rental / per day	$80.00	**$94.23**
GPS Receiver (rates applied to actual time GPS units are in use) / hour	$25.00	**$29.45**

Commissioners Court - Regular Session **62.**

Meeting Date: 01/09/2024

22IFB39 - CR 111 Westinghouse Rd Change Order #12 (Utility Delays)

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. 12 in the amount of $303,603.61 for Project 22IFB39 CR 111 Westinghouse Rd. (Capital Excavation) P: 292 Funding Source: Road Bond.

Background

This Change Order compensates the Contractor for lost production caused by delays to utility relocations. The Contractor worked in different phases to continue to progress the work, but this caused inefficiencies that are shown throughout the monthly construction schedule updates. Please see Change Order for additional details.

This Change Order results in a net increase of $303,603.61 to the Contract amount, for an adjusted Contract total of $22,548,585.41. The original Contract amount was $21,024,332.88. As a result of this and all Change Orders to-date, $1,524,252.53 has been added to the Contract, resulting in a 7.25% net increase in the Contract cost. No additional days will be added to the Contract as a result of this Change Order.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

22IFB39 - CR 111 Westinghouse Rd - CO#12

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	01/04/2024 09:24 AM
Form Started By: Julissa Vasquez		Started On: 01/03/2024 03:25 PM
Final Approval Date: 01/04/2024		

WILLIAMSON COUNTY, TEXAS
CHANGE ORDER NUMBER: 12

1. CONTRACTOR: **Capital Excavation**

2. Change Order Work Limits: Sta. **10+64.50** to Sta. **208+50.00**

3. Type of Change(on federal-aid non-exempt projects): **Major** (Major/Minor)

4. Reasons: **6C** (3 Max. - In order of importance - Primary first)

Project:	***22IFB39***
Roadway:	***CR 111***
CSJ Number:	***N/A***

5. Describe the work being revised:

6C. Utilities not clear. This Change Order adds an item to the contract for inefficient work and delays the contractor experienced due to the utilities not being cleared throughout the project.

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 12.15.23

By

Typed/Printed Name JOE CHERNEY

Typed/Printed Title

The following information must be provided

Time Ext. #: **0** Days added on this CO: **0**

Amount added by this change order: **$303,603.61**

RECOMMENDED FOR EXECUTION:

12/15/2023
Project Manager Date

N/A
Design Engineer Date

01/03/2024
Program Manager Date

Design Engineer's Seal:

County Commissioner Precinct 1 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 2 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 3 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 4 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Judge Date
☐ APPROVED

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: *12* ***Project #*** *22IFB39*

TABLE A: Force Account Work and Materials Placed into Stock

	LABOR	HOURLY RATE			HOURLY RATE

TABLE B: Contract Items:

				ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
999-WC08	UTILITY IMPACTS	LS	$303,603.61	0.00	$0.00	1.00	1.00	$303,603.61	$303,603.61
TOTALS					$0.00			$303,603.61	$303,603.61

CHANGE ORDER REASON(S) CODE CHART

1. Design Error or Omission	1A. Incorrect PS&E 1B. Other
2. Differing Site Conditions (unforeseeable)	2A. Dispute resolution (expense caused by conditions and/or resulting delay) 2B. Unavailable material 2C. New development (conditions changing after PS&E completed) 2D. Environmental remediation 2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9) 2F. Site conditions altered by an act of nature 2G. Unadjusted utility (unforeseeable) 2H. Unacquired Right-of-Way (unforeseeable) 2I. Additional safety needs (unforeseeable) 2J. Other
3. County Convenience	3A. Dispute resolution (not resulting from error in plans or differing site conditions) 3B. Public relations improvement 3C. Implementation of a Value Engineering finding 3D. Achievement of an early project completion 3E. Reduction of future maintenance 3F. Additional work desired by the County 3G. Compliance requirements of new laws and/or policies 3H. Cost savings opportunity discovered during construction 3I. Implementation of improved technology or better process 3J. Price adjustment on finished work (price reduced in exchange for acceptance) 3K. Addition of stock account or material supplied by state provision 3L. Revising safety work/measures desired by the County 3M. Other
4. Third Party Accommodation	4A. Failure of a third party to meet commitment 4B. Third party requested work 4C. Compliance requirements of new laws and/or policies (impacting third party) 4D. Other
5. Contractor Convenience	5A. Contractor exercises option to change the traffic control plan 5B. Contractor requested change in the sequence and/or method of work 5C. Payment for Partnering workshop 5D. Additional safety work/measures desired by the contractor 5E. Other
6. Untimely ROW/Utilities	6A. Right-of-Way not clear (third party responsibility for ROW) 6B. Right-of-Way not clear (County responsibility for ROW) 6C. Utilities not clear 6D. Other

Williamson County Road Bond Program

CR 111 Westinghouse Rd
Williamson County Project No. 22IFB39

Change Order No. 12

Reason for Change

This Change Order adds a pay item to compensate the Contractor, Capital Excavation, for lost production caused by delays to the utility relocations. The contractor moved around the project and worked in different phases to continue to progress the work, but this caused inefficiencies that are shown throughout the monthly construction schedule updates.

Following is a summary of new items required for this Change Order.

ITEM	DESCRIPTION	QTY	UNIT
999-WC08	UTILITY IMPACTS	1	LS

This Change Order results in a net increase of $303,603.61 to the Contract amount, for an adjusted Contract total of $22,548,585.41. The original Contract amount was $21,024,332.88. As a result of this and all Change Orders to-date, $1,524,252.53 has been added to the Contract, resulting in a 7.25% net increase in the Contract cost. No additional days will be added to the Contract as a result of this Change Order.

HNTB Corporation

Oscar Salazar-Bueno, P.E.

WILLIAMSON COUNTY - CR111 Westinghouse Rd.

CONTRACTOR:	Capital Excavation	PROJECT NO.	22IFB39
ADDRESS:	2967 Business Park Dr.	PROJECT NAME:	CR111 Westinghouse Rd.
	Buda, TX 78610	CONTRACT BID DATE:	15-Dec-21
CONTACT PERSON:	Andy Wynes	CONTRACT AWARD DATE:	11-Jan-22
EMAIL:	awynes@capitalexcavation.com	START DATE:	30-Jan-22
TELEPHONE #	(512) 214-3709	ESTIMATED COMPLETION:	31-Dec-23

ITEM #	TECH SPEC #	DESCRIPTION	UNIT	IMPACTED QTY	UNIT COST INCREASE	NET ADD	CONTRACT UNIT PRICE	NEW UNIT PRICE	% CHANGE	COMMENTS
3	110-6001	EXCAVATION (ROADWAY)	CY	50,863.00	$3.02	$153,606.26	$9.00	$12.02	34%	35% REDUCTION IN PRODUCTION RATE AND 25% REDUCTION IN SUBGRADE PREP ON REMAINDER AND AREAS IMPACTED BY EXISTING UTILITIES DURING CONSTRUCTION
5	160-WC02	FURNISHING AND PLACING TOPSOIL (4")	SY	65,681.00	$0.51	$33,497.31	$3.07	$3.58	17%	25% REDUCTION IN PRODUCTION RATE ON REMAINDER AND AREAS IMPACTED DURING CONSTRUCTION
16	247-6044	FL BS (CMP IN PLC) (TY A GR 4) (FNAL POS)	CY	13,574.00	$6.32	$85,787.68	$41.00	$47.32	15%	20% REDUCTION IN PRODUCTION RATE ON REMAINDER AND AREAS IMPACTED BY EXISTING UTILITIES DURING CONSTRUCTION
35	462-6004	CONC BOX CULV (4 FT X 3 FT)	LF	180.00	$29.74	$5,353.20	$350.00	$379.74	8%	37% REDUCTION IN PRODUCTION RATE ON REMAINDER
37	462-6010	CONC BOX CULV (6 FT X 3 FT)	LF	134.00	$29.74	$3,985.16	$465.00	$494.74	6%	37% REDUCTION IN PRODUCTION RATE ON REMAINDER
38	464-6003	RC PIPE (CL III) (18 IN)	LF	84.00	$31.23	$2,623.32	$80.00	$111.23	39%	41% REDUCTION IN PRODUCTION RATE ON REMAINDER
39	464-6005	RC PIPE (CL III) (24 IN)	LF	322.00	$32.91	$10,597.02	$100.00	$132.91	33%	37% REDUCTION IN PRODUCTION RATE ON REMAINDER
40	464-6007	RC PIPE (CL III)(30 IN)	LF	158.00	$32.62	$5,153.96	$135.00	$167.62	24%	37% REDUCTION IN PRODUCTION RATE ON REMAINDER
41	464-6008	RC PIPE (CL III)(36 IN)	LF	101.00	$29.70	$2,999.70	$155.00	$184.70	19%	37% REDUCTION IN PRODUCTION RATE ON REMAINDER
						$303,603.61				

NOTE: The excavation, embankment, top soil and flex base areas are shown on "Attachment A - Job #1024 - CR 111 Plan Set - Utility Conflicts" . Total 38 poles im conflict. As described in the comments section of this sheet, the addional cost is based on past reduction in production rates due to existing utilities and future reduced production rates on the reamainder. Remaider is small quantity and confined work areas. Storm sewer additional cost is only based on small quantities of remaining items shown on "Attachment B - Job #1024 - CR 111 Remaining Storm Sewer" and confined work areas.

50,863 CY EXCAVATION (ROADWAY) is 42,035 road excavation plus 8,828 ditch excavation at following locaitons. Top Soil and Flex Base impacted in these same stations.

11+00 - 26+77 = 17,678 cy
102+00 - 106+50 = 2,757 cy
132+00 - 137+00 = 2,840 cy
153+00 - 164+00 = 3361 cy
167+00 - 181+00 = 7,611 cy
CR 105 LOOP - 184+50 = 1,820 cy
200+00 - 208+00 = 5,968 cy
FM 1460 - SCHOOL = 8,828 cy ditch excavation

Commissioners Court - Regular Session **63.**

Meeting Date: 01/09/2024

Reagan Segment D- ROE Agreement

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a temporary right of entry agreement with MMSG Limited Partnership for Ronald Reagan Segment D. Funding Source: TANS P588

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

ROE

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	01/04/2024 09:19 AM
Form Started By: Charlie Crossfield		Started On: 01/03/2024 10:40 AM
Final Approval Date: 01/04/2024		

[Reagan Widening Seg. D]
[42S & 44S]

TEMPORARY RIGHT OF ENTRY AGREEMENT

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

WHEREAS, MMSG Limited Partnership (herein "Owner"), is the fee simple owner, whether one or more, of a certain tract of land described as Williamson Central Appraisal District R#629106 & R#011080 (herein "the Property"); and,

WHEREAS, Williamson County, Texas, and its employees, agents, consulting engineers, contractors, sub-contractors or other representatives, (herein "Condemnor") is desirous of obtaining a Temporary Right of Entry that will permit it the right to enter into and upon the Property, for the purpose of surveying and performing archeological and geotechnical services upon said tract; and,

WHEREAS, Owner hereby grants permission to Condemnor to assist Condemnor in completing the requested surveying and archeological and geotechnical services on the subject tract subject to the below conditions;

NOW, THEREFORE,

It is understood and agreed by the parties hereto that this Temporary Right of Entry is hereby given by Owner to Condemnor, upon the following terms and conditions:

1. That Condemnor, its agents and contractors, shall have the right to enter the Property from and after the final execution of the parties identified below, for a period not to exceed three (3) months, for the purposes described herein. Condemnor shall provide written notice to Owner's authorized representative (Bob Teeter at rteeter@madisongp.net) and to counsel for Owner (Barron, Adler, Clough & Oddo, PLLC, attn: Nick Laurent at laurent@barronadler.com) at least two (2) days prior to each entry onto the Property for the purposes stated herein. Owner reserves the right to have any of its authorized representative(s) be present for any or all operations being performed as a result of the use of this Temporary Right of Entry. Owner agrees to cooperate with Condemnor in allowing Condemnor to have access to the Property under the terms described herein and for the purposes described herein. Condemnor shall not have the right to enter the Property for any other purpose other than the purposes described herein.

2. That Condemnor shall avoid disturbing paved or heavily landscaped areas, and shall, to the extent reasonably possible, only disturb those areas that are not improved. Any digging or other disturbance of the ground shall immediately be returned as closely as possible to the condition which existed prior to the entry by Condemnor, and all gates will be left in the same manner as they were prior to entry by Condemnor. Some

trimming of underbrush and branches for access and line of sight surveying is allowable. No accessway to the Property shall be blocked either fully or partially at any time.

3. That Condemnor agrees that it will, at regular intervals and at the termination of this Temporary Right of Entry Agreement, remove any and all trash and other debris brought upon the Property by Condemnor, its employees, servants, agents, or contractors.

4. That Condemnor agrees that it will not discharge any hazardous substances, as that term is defined by applicable law, upon the Property and if any hazardous substances are discharged on the Property, Condemnor will promptly remediate any damage.

5 That any gates used by Condemnor will be closed and secured by Condemnor after passing through same. Further, no fences will be cut or damaged by Condemnor.

6. That the grant herein made shall not prejudice or impair, in any way, Owner's rights to receive full and just compensation for the interest that may be acquired by Condemnor in the Property plus remainder damages, if any, as well as any and all relocations benefits available to Owner under applicable statutes, and that Owner reserves all rights, title, and interest in and to the Property.

7. That Condemnor further agrees, upon the receipt of a written request, to make available to Owner for inspection and copying, the final report, survey or assessment resulting from the entry to the Property granted herein, including but not limited to surveys and environmental reports, and any other final reports pertaining to the Property's physical condition, which are in Condemnor's possession, custody, or control.

8. By execution below, Condemnor acknowledges that Condemnor has been advised by Owner of the existence of hazards which may exist on the Property including but are not limited to: abandoned barbed wire fences which may lie within vegetation; broken glass or pottery which may lie within vegetation; wild boar herds, poisonous snakes, coyotes, and other predators; abandoned water wells and other trenches, holes, and ditches which may lie within vegetation; and the conduct by third parties of illegal hunting with firearms without permission of Owner. TO THE EXTENT ALLOWED BY LAW, CONDEMNOR AND ITS EMPLOYEES, AGENTS, CONSULTING ENGINEERS, CONTRACTORS, SUB-CONTRACTORS OR OTHER REPRESENTATIVES WORKING ON CONDEMNOR'S BEHALF AND GAINING ACCESS UNDER THIS TEMPORARY RIGHT OF ENTRY AGREE TO INDEMNIFY, DEFEND, AND HOLD OWNER HARMLESS FROM ALL CLAIMS, LIABILITY, AND DAMAGES, INCLUDING ATTORNEYS' FEES, ARISING FROM, OR IN ANY WAY CONNECTED WITH THE ACCESS OF THE PROPERTY PURSUANT TO THIS TEMPORARY RIGHT OF ENTRY AND/OR FOR THE PURPOSES DESCRIBED HEREIN, WHETHER BY CONDEMNOR, ITS EMPLOYEES, AGENTS, CONSULTING ENGINEERS, CONTRACTORS, SUB-CONTRACTORS OR OTHER REPRESENTATIVES, UNDER SAID TEMPORARY RIGHT OF ENTRY, EXCEPT FOR SUCH CLAIMS, LIABILITIES, OR DAMAGES

ARISING FROM AND TO THE EXTENT OF OWNER'S SOLE OR CONTRIBUTORY NEGLIGENCE OR WILLFUL MISCONDUCT.

9. That Condemnor will promptly reimburse Owner for any and all damage to any real or personal property of Owner caused by Condemnor's actions and/or the actions of its employees, agents, consulting engineers, contractors, sub-contractors or other representatives. Condemnor shall pay any of the sums which may become due and owing hereunder as a result of the actions or inactions of its employees, agents, consulting engineers, contractors, sub-contractors or other representatives. Owner shall not be required to seek recovery of any of such sums from the offending entity, rather Condemnor shall pay such sums to Owner and then it will be Condemnor's burden to seek repayment should it so desire.

10. Deleted.

11. That Condemnor and its contractors will maintain insurance providing coverage for any damage or injuries during survey activities at levels customary in their respective industries, or as otherwise required by Condemnor's normal project consultant contractual requirements.

IN WITNESS WHEREOF, Owner and Condemnor have caused this instrument to be executed on this _____ day of _____ 2023.

OWNER(S):
MMSG Limited Partnership,
a Texas limited partnership

By: MMSG (GP), LLC, a Texas limited liability company, its General Partner

By: _____ 12/22/2023

Printed Name: Robert W. Teeter

Title: Co-Manager

Phone: _____

E-mail: _____

CONDEMNOR:
Williamson County, Texas

By: _____

Printed Name: _____

Title: _____

Commissioners Court - Regular Session **64.**

Meeting Date: 01/09/2024

East Wilco Highway (SE Loop) Segment 3 Release of TCE

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 Acknowledgment and Release of Temporary Construction and Grading Easement with the R and D Naivar Trust Dated December 10, 2020 (Parcel 72 TCE). Funding Source: Road Bonds P332.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	01/04/2024 09:20 AM
Form Started By: Charlie Crossfield		Started On: 01/03/2024 10:45 AM
Final Approval Date: 01/04/2024		

ACKNOWLEDGMENT AND RELEASE OF TEMPORARY CONSTRUCTION AND GRADING EASEMENT

THE STATE OF TEXAS	§	Project: Southeast Loop (Seg. 3)
	§	Parcel No.: 72TCE
COUNTY OF WILLIAMSON	§	

This Release of Temporary Construction Easement is executed this _____ day of January 2024, by Williamson County, Texas, hereinafter called the **Condemnor,** and releases the Temporary Construction Easement affecting property owned by the R and D Naivar Trust Dated December 10, 2020, hereinafter called the **Condemnee**, WITNESSETH:

WHEREAS Condemnor condemned a 20,096 square-foot Temporary Construction Easement from Condemnee, obtained a Judgment in Absence of Objections signed by Judge McMasters on June 30, 2023, and recorded the judgment in the Official Public Records of Williamson County under Document No. 2023055386:

WHEREAS Condemnor's obligations as set out in the above referenced Judgment in Absence Of Objections having now been completed, and upon inspection of the property of Condemnee, Condemnor states and acknowledges as follows:

1. By execution of this document Condemnor acknowledges that it has inspected the property at 1251 FM3349, Taylor, Texas, that the obligations of Condemnor as set out in the above referenced Judgment In Absence Of Objections have been completed and satisfied, and that it releases Condemnee from any further action pursuant to the Judgment In Absence of Objections.

2. Condemnor hereby agrees to release its temporary right to enter or use the remaining property of Condemnee, which right shall be of no further force and effect as of the date this document is executed.

WITNESS, OUR HANDS, ON THE DAY AND YEAR FIRST ABOVE WRITTEN:

RELEASOR:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr.,
County Judge

Acknowledgment

STATE OF TEXAS

COUNTY OF WILLIAMSON

This instrument was acknowledged before me on January ____, 2024 by Bill Gravell, Jr., County Judge of Williamson County, in the capacity and for the purposes and consideration recited herein.

_____
Notary Public, State of Texas

Commissioners Court - Regular Session **65.**

Meeting Date: 01/09/2024

CR 255 Purchase Contract

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a real estate contract with Marjorie M. Vickers, Individually and as Independent Executrix of the Estate of Claude R. Vickers, Deceased for right of way needed on the CR 255 project (Parcel 49). Funding Source: TANS P588

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	01/04/2024 09:20 AM

Form Started By: Charlie Crossfield Started On: 01/03/2024 10:49 AM

Final Approval Date: 01/04/2024

Authentisign ID: D5043531-716C-4036-B93B-FFE3957AAACE

REAL ESTATE CONTRACT
CR 255 Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by and between **MARJORIE M. VICKERS, INDIVIDUALLY AND AS INDEPENDENT EXECUTRIX OF THE ESTATE OF CLAUDE R. VICKERS, DECEASED** (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 1.727 acre (75,212 square foot) tract of land, out of and situated in the James Northcross Survey, Abstract No. 478, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 49**);

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements and fixtures situated on and attached to the Property described herein not otherwise retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II
PURCHASE PRICE

Purchase Price

2.01. The Purchase Price for the Property, any improvements upon the Property, and any damage to or cost of cure for the remaining property of Seller, shall be the sum of TWO HUNDRED FIVE THOUSAND FIVE HUNDRED THIRTY and 00/100 Dollars ($205,530.00).

Payment of Purchase Price

2.02. The Purchase Price shall be payable in cash or other readily available funds at the Closing.

Authentisign ID: D5043531-716C-4036-B93B-FFE3957AAACE

ARTICLE III
PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the Closing).

Miscellaneous Conditions

3.02. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the Closing.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF SELLER

4.01. Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's knowledge:

(a) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than previously disclosed to Purchaser.

(b) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof.

4.02. The Property is being conveyed to Purchaser under threat of condemnation.

ARTICLE V
CLOSING

Closing Date

5.01. The Closing shall be held at the office of Longhorn Title Company on or before January 30, 2024, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Authentisign ID: D5043531-716C-4036-B93B-FFE3957AAACE

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged Deed conveying good and indefeasible title to Williamson County, Texas in fee simple to the right of way Property described in Exhibit "A", conveying such interest in and to the portion of the Property free and clear of any and all monetary liens and restrictions, except for the following:

(a) General real estate taxes for the year of closing and subsequent years not yet due and payable.

(b) Any exceptions approved by Purchaser pursuant to Article III hereof; and

(c) Any exceptions approved by Purchaser in writing.

(2) The Deed shall be in the form as shown in Exhibit "B" attached hereto and incorporated herein.

(3) Provide reasonable assistance as requested, at no cost to Seller, to cause the Title Company to deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, in Grantee's favor in the full amount of the Purchase Price, insuring Purchaser's contracted interests in and to the permanent interests being conveyed in the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

(a) The boundary and survey exceptions shall be deleted.

(b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and

(c) The exception as to the lien for taxes shall be limited to the year of closing and shall be endorsed "Not Yet Due and Payable".

(4) Deliver to Purchaser possession of the Property if not previously done.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

(a) Pay the cash portion of the Purchase Price and Additional Compensation, if any.

Authentisign ID: D5043531-716C-4036-B93B-FFE3957AAACE

Prorations

5.04. General real estate taxes for the then current year relating to the portion of the Property conveyed in fee simple shall be prorated as of the Closing Date and shall be adjusted in cash at the Closing but shall otherwise remain the obligation of Seller to satisfy. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation. Agricultural roll-back taxes, if any, which directly result from this Contract and conveyance shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

(1) Owner's Title Policy and survey to be paid by Purchaser.

(2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.

(3) All other closing costs shall be paid by Purchaser.

(4) Attorney's fees paid by each respectively.

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.

Authentisign ID: D5043531-716C-4036-B93B-FFE3957AAACE

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.

Authentisign ID: D5043531-716C-4036-B93B-FFE3957AAACE

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09 In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10 This Contract shall be effective as of the date it is approved by the Williamson County commissioners' court, which date is indicated beneath the County Judge's signature below.

Counterparts

8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

Contingent Possession and Use Agreement

8.12. Upon completion of (1) the full execution of this Contract by all parties, and (2) acknowledgment by the Title Company of delivery by Purchaser of the full Purchase Price to the Title Company, Purchaser, its agents and contractors shall be permitted at any time to enter and possess the Property after January 30, 2024, for the purpose of completing any and all necessary testing, utility relocation and construction activities associated with the proposed CR 255 improvement construction project of Purchaser, and Seller agrees to make any gate access available to Purchaser, its contractors or utility facility owners as necessary to carry out the purposes of this paragraph. The parties further agree to continue to use diligence in assisting with any title curative measures or mortgage lien release required by the Contract to complete the Closing of the purchase transaction.

[signature pages follow]

Authentisign ID: D5043531-716C-4036-B93B-FFE3957AAACE

SELLER:

Marjorie M. Vickers, Individually and as Independent Executrix of the Estate of Claude R. Vickers, Deceased

Address:_____

_____

By: Authentisign Richard Glasheen
Richard Glasheen, Attorney in Fact

Date: 12/21/2023

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr.
County Judge

Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

Date: _____

Authentisign ID: D5043531-716C-4036-B93B-FFE3957AAACE

EXHIBIT "A"

WALKER
TEXAS SURVEYORS
P. O. Box 324
Cedar Park, Texas 78630-0324
(512) 259-3361
T.B.P.L.S. Firm No. 10103800

1.727 ACRE RIGHT-OF-WAY PARCEL NO. 49
CLAUDE R. VICKERS
PORTION OF
WILLIAMSON COUNTY, TEXAS

A DESCRIPTION OF 1.727 ACRES (APPROXIMATELY 75,212 SQ. FT.) IN THE JAMES NORTHCROSS SURVEY, ABSTRACT NO. 478, WILLIAMSON COUNTY, TEXAS, BEING A PORTION THAT CERTAIN CALLED 4.00 ACRE TRACT OF LAND CONVEYED TO CLAUDE R. VICKERS, IN A DEED DATED NOVEMBER 29, 2005. AND RECORDED IN DOCUMENT NO. 2005094676 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 1.727 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at the Northwest corner of the herein described tract, the Northwest corner of said Vickers tract the Northeast corner of Lot 16, Big Valley Subdivision, filed of record in Cabinet "E", Page 337, Plat Records, Williamson County, Texas, a ½ inch iron rod found in the South line of County Road 289;

THENCE North 89°20'29" East with the North line of said Vickers tract and the South line of said County Road 289 a distance of 58.09 feet to an angle point in the North line of said Vickers Tract;

THENCE South 87°59'41" East with the North line of said Vickers Tract and the South line of said County Road 289 a distance of 94.45 feet to a ½ inch iron rod found in the South right of way line of said County Road 289;

THENCE North 68°38'09" East with the North line of said Vickers Tract and the South right of way line of said County Road 289 a distance of 77.55 feet to the Northeast corner of the herein described tract a set 5/8 inch iron rod with 1-1/2 inch aluminum cap marked "WILLIAMSON COUNTY" from which the Northeast corner of said Vickers tract, a ½ inch iron rod found near a fence corner post bears North 68°38'09" East a distance of 47.80 feet;

THENCE South 22°36'08" West across said Vickers tract a distance of 188.32 feet to an

Authentisign ID: D5043531-716C-4036-B93B-FFE3957AAACE

angle point in the herein described tract, a set 5/8 inch iron rod with 1-1/2 inch aluminum cap marked "WILLIAMSON COUNTY"

THENCE in a Southeasterly direction across said Vickers tract with a curve to the Left an arc distance of 318.45 feet (having a radius of 3,332.00 feet, a chord bearing of South 24°57'49" East, a chord distance of 318.33 feet, and a delta angle of 05°28'34") to the point of tangency, a set 5/8 inch iron rod with 1-1/2 inch aluminum cap marked "WILLIAMSON COUNTY";

THENCE South 27°42'06" East across said Vickers tract a distance of 196.93 feet to the southeast corner of the herein described tract, a 5/8 inch iron rod with 1-1/2 inch aluminum cap marked "WILLIAMSON COUNTY" set in the South line of said Vickers tract and the North line of that certain called 2.99 acre tract of land as described in the deed conveyed to Tony Lynn Lawrence, filed of record in document number 2004057588, Official Public Records, Williamson County, Texas from which a 1/2 inch iron rod found at the Southeast corner of said Vickers called 4.00 acre tract bears North 68°36'01" East a distance of 137.62 feet;

THENCE South 68°36'01" West with the South line of said Vickers tract and the North line of said Lawrence tract a distance of 125.82 feet to the Southwest corner of the herein described tract, the Southwest corner of said Vickers tract, a ½ inch iron rod found at a fence corner post in the East line of said Big Valley Subdivision;

THENCE North 20°43'35" West with the West line of said Vickers tract and the East line of said Big Valley Subdivision a distance of 337.49 feet to an angle point;

THENCE North 22°31'49" West with the West line of said Vickers tract and the East line of said Big Valley Subdivision a distance of 369.67 feet the POINT OF BEGINNING, containing 1.727 acres of land more or less.

All bearings, distances, coordinates, and areas shown are The Texas Coordinate System of 1983 (NAD83), Texas Central Zone, based on GPS solutions from the National Geodetic Survey (NGS) On-Line Positioning User Service (OPUS).
Attachments: Survey Drawing No. 075054-02-PARCEL 49.

I hereby certify that the heron map and description was performed under my direct supervision.

Charles G. Walker Date: October 12, 2023
Registered Professional Land Surveyor
State of Texas No. 5283
Walker Texas Surveyors, Inc.
T.B.P.L.S. FIRM NO. 10103800

Authentisign ID: D5043531-716C-4036-B93B-FFE3957AAACE

SKETCH TO ACCOMPANY A DESCRIPTION OF 1.727 ACRES (APPROXIMATELY 75,212 SQ. FT.) IN THE JAMES NORTHCROSS SURVEY, ABSTRACT NO. 478, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN TRACT OF LAND CONVEYED TO CLAUDE R. VICKERS, IN A DEED DATED NOVEMBER 29, 2005 AND RECORDED IN DOCUMENT NO. 2005094676 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

Surveyor's Notes:
Only those easements and that information listed in Title Commitment File No. GT2201763 issued by Texan Title Insurance Company on May 23, 2022, 8:00am, with an effective date of May 18, 2022, 8:00am, and re-listed below were considered regarding restrictions and matters affecting this property. No other research was performed by Walker Texas Surveyors, Inc. All underground utilities have not been located by this surveyor. The hereon signed Registered Professional Land Surveyor makes no warranty as to the existence or location of any such utility, whether serving the subject tract or for the purpose of servicing other properties. Subsurface and environmental conditions were not examined or considered as a part of this survey. The word "Certify" or "certification" as shown and used hereon means an expression of professional opinion regarding the facts of the survey and does not constitute a Warranty or guarantee, expressed or implied.

10.

d. Right of Way Easement dated July 18, 1984, executed by Donald L. Harrell to Chisholm Trail Water Supply Corp., recorded in Volume 1064, Page 542, Official Records, Williamson County, Texas. (Does not affect)

e. Right of Way Easement dated September 8, 1983, executed by Lora Mae Anderson to Chisholm Trail Water Supply Corp., recorded in Volume 939, Page 187, Deed Records, Williamson County, Texas. (Does not affect)

f. Right of Way Easement dated May 14, 1982, executed by Weaver Anderson to Chisholm Trail, WSC, recorded in Volume 938, Page 559, Deed Records, Williamson County, Texas. (Does not affect)

g. Telephone Company Right of Way Easement dated January 1, 1981, executed by Mr. William Daniels to Mid-State Telephone Company, recorded in Volume 826, Page 349, Deed Records, Williamson County, Texas. (Does not affect)

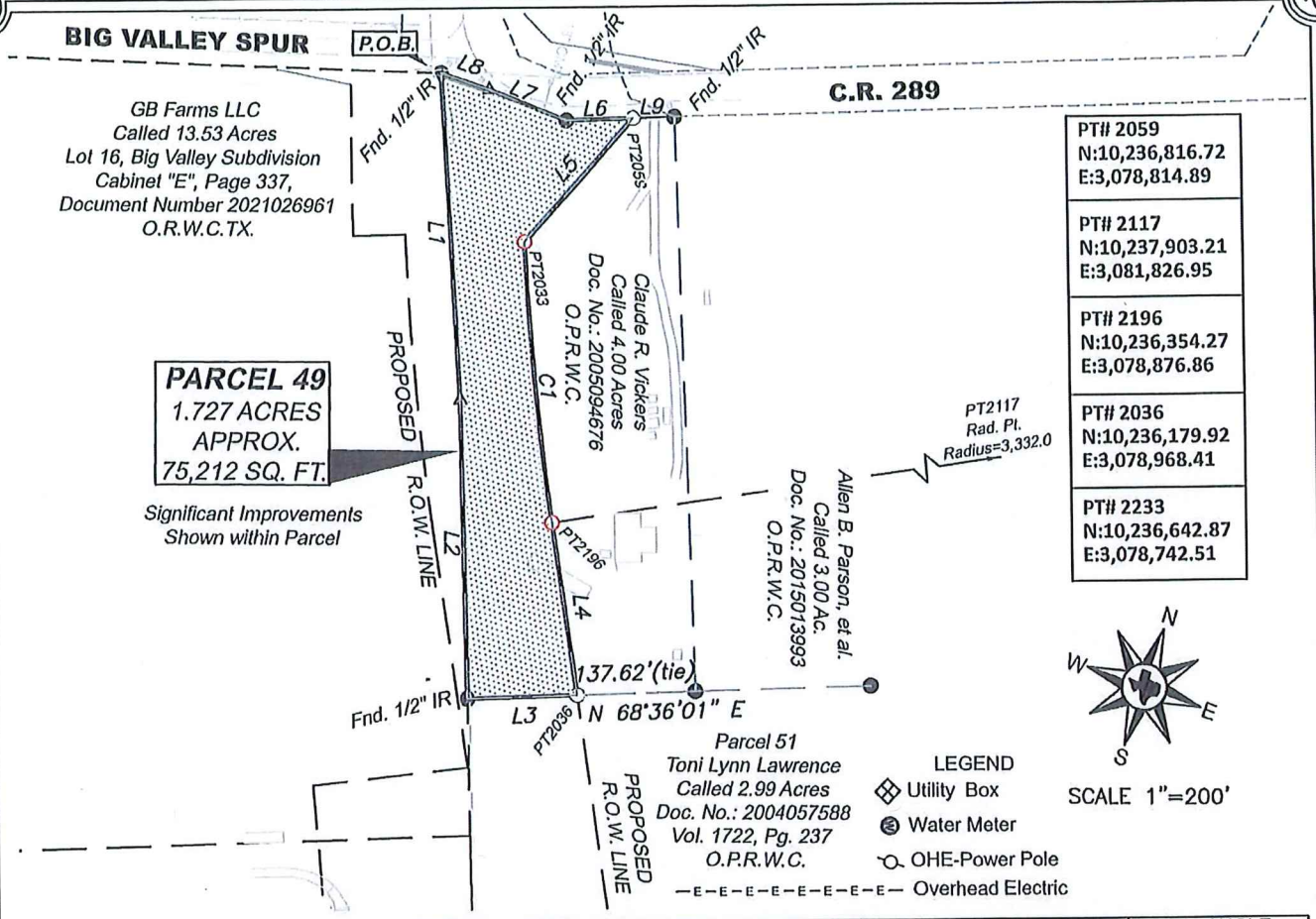
h. Utility Easement dated April 8, 2015, executed by Claude R. Vickers to Pedernales Electric Cooperative, Inc., recorded under Document No. 2015039284, Official Records, Williamson County, Texas. (Does not affect)

LEGEND	
○	*5/8" IRON ROD SET WITH 1-1/2" ALUMINUM CAP MARKED "WILLIAMSON COUNTY"*
●	*1/2" IRON ROD FOUND (UNLESS NOTED OTHERWISE)*
△	*CALCULATED POINT*
P.R.W.C.T.	*PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS*
O.P.R.W.C.T.	*OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS*
O.R.W.C.T.	*OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS*
—X—	*FENCE LINE*
( )	*RECORD INFORMATION*

WILLIAMSON COUNTY 1848

WALKER TEXAS SURVEYORS

Authentisign ID: D5043531-716C-4036-B93B-FFE3957AAACE



CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	3332.00'	318.45'	318.33'	N 24°57'49" W	5°28'34"

LINE	BEARING	DISTANCE
L1	S 22°31'49" E	369.67'
L2	S 20°43'35" E	337.49'
L3	N 68°36'01" E	125.82'
L4	N 27°42'06" W	196.93'
L5	N 22°36'08" E	188.32'
L6	S 68°38'09" W	77.55'
L7	N 87°59'41" W	94.45'
L8	S 89°20'29" W	58.09'
L9	N 68°38'09" E	47.80'

ALL BEARINGS, DISTANCES, COORDINATES AND AREAS ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83), TEXAS CENTRAL ZONE, BASED ON GPS SOLUTIONS FROM THE NATIONAL GEODETIC SURVEY (NGS) ON-LINE POSITIONING USER SERVICE (OPUS).

COMBINED SCALE FACTOR = 0.999849624
(FOR SURFACE TO GRID CONVERSION)

INVERSE SCALE FACTOR = 1.000115040
(FOR GRID TO SURFACE CONVERSION)

THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS STANDARDS AND SPECIFICATIONS FOR A CATEGORY 1B, CONDITION II SURVEY.

STATE OF TEXAS
REGISTERED
CHARLES G. WALKER
5283
PROFESSIONAL
LAND SURVEYOR

CHARLES G. WALKER, TX. RPLS # 5283.
WALKER TEXAS SURVEYORS, INC.
P.O. BOX 324
CEDAR PARK, TEXAS 78630
(512) 259-3361
T.B.P.L.S. FIRM NO. 10103800

DATE OF SURVEY: October 12, 2023
DRAWING NO.: 0750504-02-PARCEL 49
PROJECT NO.: 0750504
DRAWN BY: MLH
PAGE 4 OF 4

WILLIAMSON COUNTY
1848

WALKER
TEXAS SURVEYORS

Authentisign ID: D5043531-716C-4036-B93B-FFE3957AAACE

EXHIBIT "B"

Parcel 49

DEED
County Road 255 Right of Way

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:

That **MARJORIE M. VICKERS, INDIVIDUALLY AND AS INDEPENDENT EXECUTRIX OF THE ESTATE OF CLAUDE R. VICKERS, DECEASED** 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 1.727 acre (75,212 square foot) tract of land, out of and situated in the James Northcross Survey, Abstract No. 478, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 49**);

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.

Authentisign ID: D5043531-716C-4036-B93B-FFE3957AAACE

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 _____, 202____.

[signature page follows]

Authentisign ID: D5043531-716C-4036-B93B-FFE3957AAACE

GRANTOR:

Marjorie M. Vickers, Individually and as Independent Executrix
of the Estate of Claude R. Vickers, Deceased

By: _____
Richard Glasheen, Attorney in Fact

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on _____, 202___ by Richard Glasheen, in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

Sheets & Crossfield, PLLC
309 East Main
Round Rock, Texas 78664

GRANTEE'S MAILING ADDRESS:

Williamson County, Texas
Attn: County Auditor
710 Main Street, Suite 101
Georgetown, Texas 78626

AFTER RECORDING RETURN TO:

Commissioners Court - Regular Session **66.**

Meeting Date: 01/09/2024

CR 314 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 Manuel Palma Reyes for right of way needed on the CR 314 project (Parcels 14 & 15). Funding Source: Road Bonds P364

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	01/04/2024 09:21 AM
Form Started By: Charlie Crossfield		Started On: 01/03/2024 10:52 AM
Final Approval Date: 01/04/2024		

REAL ESTATE CONTRACT
CR 314 Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by and between **MANUEL PALMA REYES** (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 0.129-acre (5,622 square foot) tract of land, out of and situated in the A. A. Lewis Survey, Abstract No. 384, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 14)**
>
> All of that certain 0.124-acre (5,421 square foot) tract of land, out of and situated in the A. A. Lewis Survey, Abstract No. 384, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "B", attached hereto and incorporated herein (**Parcel 15)**

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 Property shall be the sum of SEVENTY-SIX THOUSAND NINETY and 00/100 Dollars ($76,090.00).

2.01.1 As Additional Compensation Purchaser shall pay the amount of SEVENTY-ONE THOUSAND EIGHT HUNDRED TWENTY and 00/100 Dollars ($71,820.00) for the acquisition of any improvements on the Property.

Payment of Purchase Price

2.02. The Purchase Price shall be payable in cash or other readily available funds at the Closing.

ARTICLE III
PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

3.01. The obligations of the 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 the Purchaser under threat of condemnation.

ARTICLE V
CLOSING

Closing Date

5.01. The Closing shall be held at the office of Longhorn Title Company on or before January 31, 2024, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged Deed conveying good and indefeasible title to Williamson County, Texas in fee simple to the right of way Property described in Exhibits "A & B", 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 "C" attached hereto and incorporated herein.

(3) Provide reasonable assistance as requested, at no cost to Seller, to cause the Title Company to deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, in Grantee's favor in the full amount of the Purchase Price, insuring Purchaser's contracted interests in and to the permanent interests being conveyed in the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

(a) The boundary and survey exceptions shall be deleted.

(b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and

(c) The exception as to the lien for taxes shall be limited to the year of closing and shall be endorsed "Not Yet Due and Payable".

(4) Deliver to Purchaser possession of the Property if not previously done.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

(a) Pay the cash portion of the Purchase Price and Additional Compensation, if any.

Prorations

5.04. General real estate taxes for the then current year relating to the portion of the Property conveyed in fee simple shall be prorated as of the Closing Date and shall be adjusted in cash at the Closing but shall otherwise remain the obligation of Seller to satisfy. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation. Agricultural roll-back taxes, if any, which directly result from this Contract and conveyance shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

(1) Owner's Title Policy and survey to be paid for by Purchaser.

(2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.

(3) All other closing costs shall be paid by the 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 January 31, 2024 to enter and possess the Property prior to Closing for the purpose of completing any and all necessary testing, utility relocation and construction activities associated with the proposed CR 314 improvement construction project of Purchaser, and Seller agrees to make any gate access available to Purchaser, its contractors or utility facility owners as necessary to carry out the purposes of this paragraph. The parties further agree to continue to use diligence in assisting with any title curative measures or mortgage lien release required by the Contract to complete the Closing of the purchase transaction.

SELLER:

Manuel Reyes
Manuel Palma Reyes

Address: 1400 County Rd 314

Jarrell Texas 76537

Date: 12-20-23

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr.
County Judge

Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

Date: _____

EXHIBIT A
PROPERTY DESCRIPTION

DESCRIPTION OF A 0.129 ACRE (5,622 SQUARE FOOT) PARCEL OF LAND SITUATED IN THE A.A. LEWIS SURVEY, ABSTRACT NO. 384, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 4, SUNRISE MEADOWS, A MAP OF WHICH IS RECORDED IN CABINET G, SLIDE 275, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, DESCRIBED IN A SPECIAL WARRANTY DEED TO MANUEL PALMA REYES RECORDED IN DOCUMENT NO. 2013044868, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.129 ACRE (5,622 SQUARE FOOT) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a calculated point, (Grid Coordinates determined as N=10,263,303.96, E=3,154,294.58), on the west boundary line of said Lot 4, same line being the east boundary line of Lot 5, said SUNRISE MEADOWS, at its intersection with the existing south right-of-way (ROW) line of County Road 314 (CR 314), (ROW width varies), for the northwest corner and **POINT OF BEGINNING** of the herein described parcel, from which point a 1/2 inch iron rod found on the old ROW line of said C.R. 314, same line being the north boundary line of said SUNRISE MEADOWS Subdivision, for the northeast corner of Lot 5, said SUNRISE MEADOWS, same point being the northwest corner of said Lot 4, bears N 21°28'28" W, a distance of 20.00 feet;

1) **THENCE**, **N 68°25'59" E**, with the existing southerly ROW line of said C.R. 314, a distance of **200.10 feet,** to a calculated point on the east boundary line of said Lot 4, same line being the west boundary line of Lot 3, said SUNRISE MEADOWS, for the northeast corner of the herein described parcel, from which point a 1/2 inch iron rod found on the old ROW line of said CR 314, same line being the northerly boundary line of said SUNRISE MEADOWS Subdivision, for the northwest corner of said Lot 3, same point being the northeast corner of said Lot 4, bears N 21°28'28" W, a distance of 20.00 feet;

2) **THENCE, S 21°28'28" E,** with the common boundary line of said Lot 4 and said Lot 3, a distance of **27.61 feet**, to a calculated point being 68.00 feet right of C.R. baseline station 90+55.48, for the southeast corner of the herein described parcel;

3) **THENCE, S 68°09'14" W,** over and across said Lot 4, a distance of **200.11 feet**, to a calculated point in said east boundary line of Lot 5, same line being said west boundary line of Lot 4, being 68.00 feet right of C.R. baseline station 88+55.37, for the southwest corner of the herein described parcel;

4) **THENCE, N 21°28'28" W,** with the common boundary line of said Lot 4 and said Lot 5, a distance of **28.58 feet** to the **POINT OF BEGINNING**, containing 0.129 acre (5,622 square feet) of land more or less.

This property description is accompanied by a separate parcel plat.

Bearings are based on the Texas Coordinate System of 1983, Central Zone (NAD_83 (2011)). Coordinates shown hereon are grid values represented in U.S. Survey Feet. All distances shown hereon are surface values represented in U.S. Survey Feet based on a surface-to-grid Combined Adjustment Factor of 0.99985232.

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF WILLIAMSON §

That I, Miguel A. Escobar, 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 between July 2020 and September 2022.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

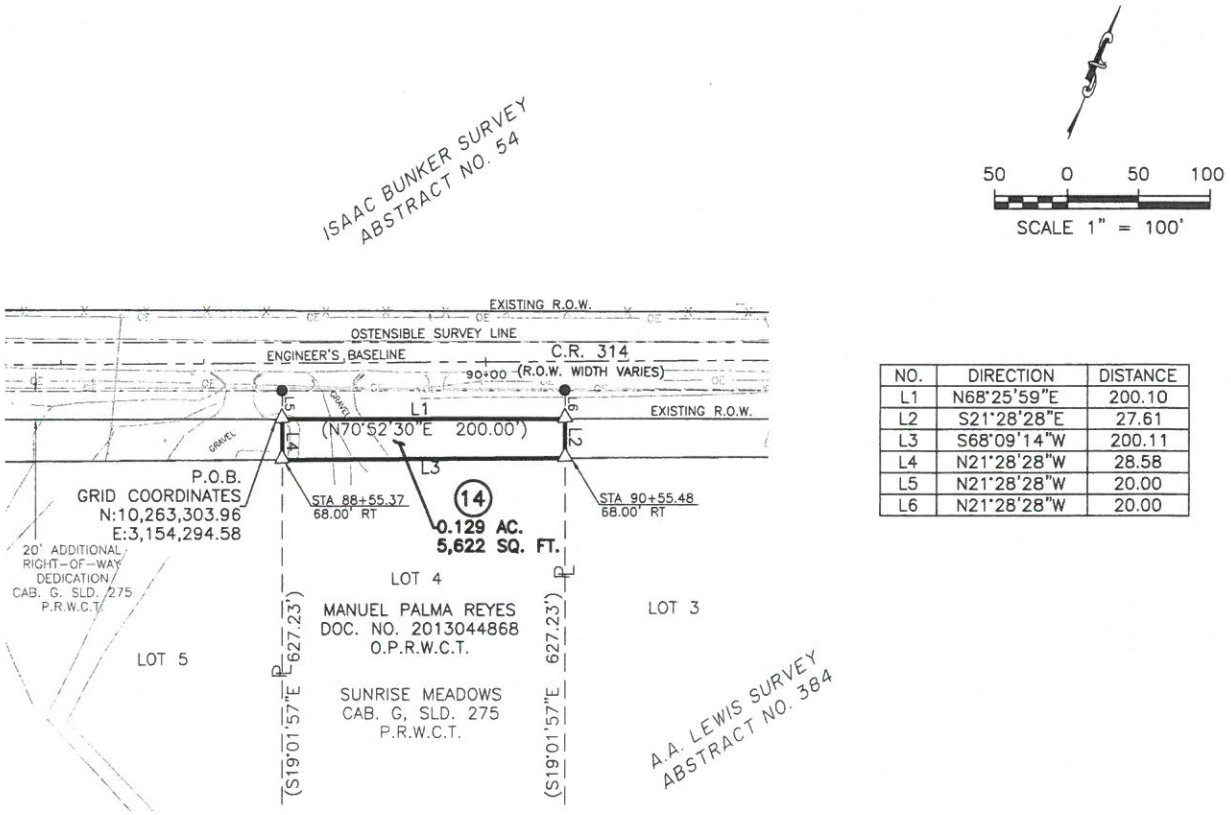
Miguel A. Escobar
Registered Professional Land Surveyor No. 5630
Licensed State Land Surveyor
Inland Geodetics
Firm Registration No: 100591-00
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681
Project No: SLAN-001

Date

PRELIMINARY
This document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document.
Inland Geodetics
03/12/2023

EXHIBIT ____

PLAT TO ACCOMPANY DESCRIPTION



NO.	DIRECTION	DISTANCE
L1	N68°25'59"E	200.10
L2	S21°28'28"E	27.61
L3	S68°09'14"W	200.11
L4	N21°28'28"W	28.58
L5	N21°28'28"W	20.00
L6	N21°28'28"W	20.00

PROJECT NO.: SLAN-001

1-2-2023

INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF

MANUEL PALMA REYES

PARCEL 14
0.129 AC.
5,622 SQ. FT.

SCALE		PROJECT
1" = 100'	WILLIAMSON COUNTY	C.R. 314

S:\SEILER-LANKES\CR 314\4-Drawings\PARCEL 14-REYES.dwg

EXHIBIT ___

PLAT TO ACCOMPANY DESCRIPTION

LEGEND

⊡	TXDOT TYPE II MON FOUND	P.R.W.C.T.	PLAT RECORDS WILLIAMSON COUNTY, TEXAS
◉	1/2" IRON ROD WITH CAP FOUND	O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
●	1/2" IRON ROD FOUND	D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
○	IRON ROD W/ ALUMINUM CAP STAMPED "WILLIAMSON COUNTY" SET	P.O.B.	POINT OF BEGINNING
✪	COTTON GIN SPINDLE FOUND	P.O.C.	POINT OF COMMENCING
△	CALCULATED POINT	( )	RECORD INFORMATION
℄	PROPERTY LINE		BREAKLINE

NOTES:

1. BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (NAD_83 (2011)). COORDINATES SHOWN HEREON ARE GRID VALUES REPRESENTED IN U.S. SURVEY FEET. ALL DISTANCES SHOWN HEREON ARE SURFACE VALUES REPRESENTED IN U.S. SURVEY FEET BASED ON A SURFACE-TO-GRID COMBINED ADJUSTMENT FACTOR OF 0.99985232.

2. THIS SURVEY WAS PERFORMED WITHOUT BENEFIT OF A TITLE ABSTRACT. THERE MAY BE OTHER INSTRUMENTS OF RECORD THAT AFFECT THIS TRACT NOT DEPICTED HEREON.

I DO HEREBY CERTIFY THAT THE PROPERTY DESCRIBED HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION BETWEEN JULY 2020 AND SEPTEMBER 2022.

PRELIMINARY

This document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document.
Inland Geodetics
03/12/2023

MIGUEL A. ESCOBAR DATE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5630
LICENSED STATE LAND SURVEYOR
INLAND GEODETICS
FIRM REGISTRATION NO. 100591-00
1504 CHISHOLM TRAIL ROAD, SUITE 103
ROUND ROCK, TEXAS 78681

PROJECT NO.: SLAN-001

1-2-2023

INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF

MANUEL PALMA REYES

PARCEL 14
0.129 AC.
5,622 SQ. FT.

SCALE 1" = 100'

WILLIAMSON COUNTY

PROJECT C.R. 314

S:\SEILER-LANKES\CR 314\4-Drawings\PARCEL 14-REYES.dwg

EXHIBIT _B_
PROPERTY DESCRIPTION

DESCRIPTION OF A 0.124 ACRE (5,421 SQUARE FOOT) PARCEL OF LAND SITUATED IN THE A.A. LEWIS SURVEY, ABSTRACT NO. 384, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 3, SUNRISE MEADOWS, A MAP OF WHICH IS RECORDED IN CABINET G, SLIDE 275, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, DESCRIBED IN A SPECIAL WARRANTY DEED TO MANUEL PALMA REYES RECORDED IN DOCUMENT NO. 2013044868, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.124 ACRE (5,421 SQUARE FOOT) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a calculated point, (Grid Coordinates determined as N=10,263,377.51, E=3,154,480.66), on the west boundary line of said Lot 3, same line being the east boundary line of Lot 4, said SUNRISE MEADOWS, at its intersection with the existing south right-of-way (ROW) line of County Road 314 (CR 314), (ROW width varies), for the northwest corner and **POINT OF BEGINNING** of the herein described parcel, from which point a 1/2 inch iron rod found on the old ROW line of said C.R. 314, same line being the north boundary line of said SUNRISE MEADOWS Subdivision, for the northeast corner of Lot 4, said SUNRISE MEADOWS, same point being the northwest corner of said Lot 3, bears N 21°28'28" W, a distance of 20.00 feet;

1) **THENCE**, **N 68°25'59" E**, with the existing southerly ROW line of said C.R. 314, a distance of **199.90 feet,** to a calculated point on the east boundary line of said Lot 3, same line begin the west boundary line of Lot 2, said SUNRISE MEADOWS for the northeast corner of the herein described parcel, from which point a (loose) 1/2 inch iron rod found being on the old ROW line of said CR 314, same line being the northerly boundary line of said SUNRISE MEADOWS Subdivision for the northwest corner of Lot 2, said SUNRISE MEADOWS, same point being the northeast corner of said Lot 3, bears N 20°22'38" W, a distance of 19.66 feet;

2) **THENCE, S 21°28'28" E** with the common boundary line of said Lot 2 and said Lot 3, a distance of **26.63 feet**, to a calculated point being 68.00 feet right of C.R. baseline station 92+55.38, for the southeast corner of the herein described parcel;

3) **THENCE, S 68°09'14" W,** over and across said Lot 3, a distance of **199.90 feet**, to a calculated point on said east boundary line of Lot 4, same line being said west boundary line of Lot 3, being 68.00 feet right of C.R. baseline station 90+55.48, for the southwest corner of the herein described parcel;

4) **THENCE, N 21°28'28" W,** with the common boundary line of said Lot 4 and said Lot 3, a distance of **27.61 feet** to the **POINT OF BEGINNING**, containing 0.124 acre (5,421 square feet) of land more or less.

This property description is accompanied by a separate parcel plat.

Bearings are based on the Texas Coordinate System of 1983, Central Zone (NAD_83 (2011)). Coordinates shown hereon are grid values represented in U.S. Survey Feet. All distances shown hereon are surface values represented in U.S. Survey Feet based on a surface-to-grid Combined Adjustment Factor of 0.99985232.

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF WILLIAMSON §

That I, Miguel A. Escobar, 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 between July 2020 and September 2022.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

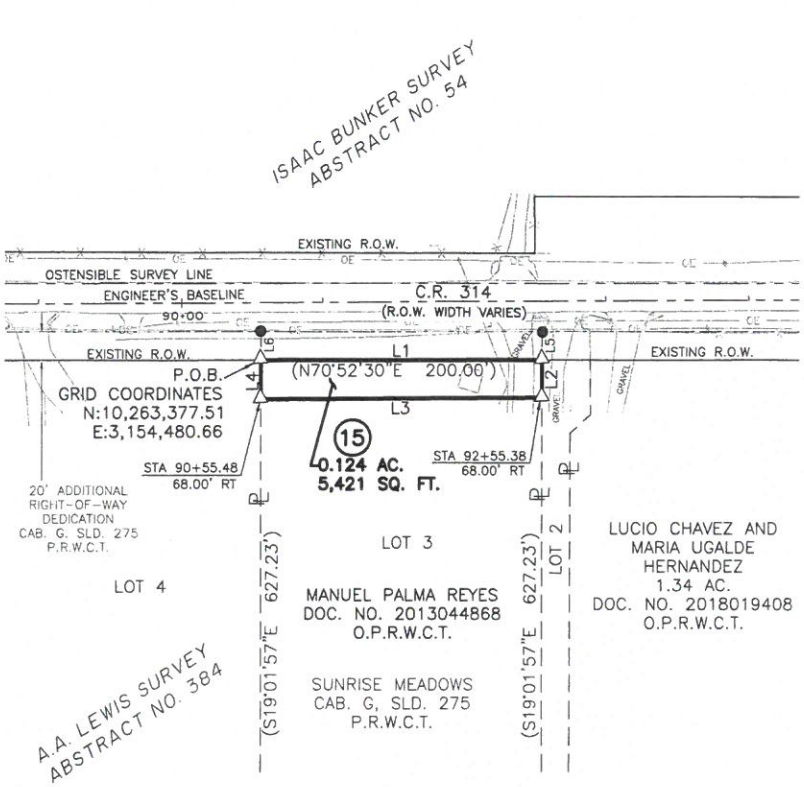
Miguel A. Escobar
Registered Professional Land Surveyor No. 5630
Licensed State Land Surveyor
Inland Geodetics
Firm Registration No: 100591-00
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681
Project No: SLAN-001

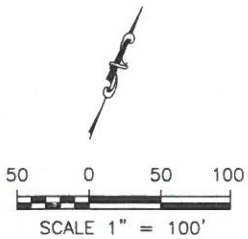
Date

PRELIMINARY
This document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document.
Inland Geodetics
03/12/2023

EXHIBIT ____

PLAT TO ACCOMPANY DESCRIPTION





NO.	DIRECTION	DISTANCE
L1	N68°25'59"E	199.90
L2	S21°28'28"E	26.63
L3	S68°09'14"W	199.90
L4	N21°28'28"W	27.61
L5	N20°22'38"W	19.66
L6	N21°28'28"W	20.00

PROJECT NO.: SLAN-001

1-2-2023

INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF

MANUEL PALMA REYES

PARCEL 15
0.124 AC.
5,421 SQ. FT.

SCALE		PROJECT
1" = 100'	WILLIAMSON COUNTY	C.R. 314

S:\SEILER-LANKES\CR 314\4-Drawings\PARCEL 15-REYES.dwg

EXHIBIT ____

PLAT TO ACCOMPANY DESCRIPTION

LEGEND

▣	TXDOT TYPE II MON FOUND	P.R.W.C.T.	PLAT RECORDS WILLIAMSON COUNTY, TEXAS
◉	1/2" IRON ROD WITH CAP FOUND	O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
●	1/2" IRON ROD FOUND	D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
○	IRON ROD W/ ALUMINUM CAP STAMPED "WILLIAMSON COUNTY" SET	P.O.B.	POINT OF BEGINNING
✪	COTTON GIN SPINDLE FOUND	P.O.C.	POINT OF COMMENCING
△	CALCULATED POINT	( )	RECORD INFORMATION
℄	PROPERTY LINE	⌇	BREAKLINE

NOTES:

1. BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (NAD_83 (2011)). COORDINATES SHOWN HEREON ARE GRID VALUES REPRESENTED IN U.S. SURVEY FEET. ALL DISTANCES SHOWN HEREON ARE SURFACE VALUES REPRESENTED IN U.S. SURVEY FEET BASED ON A SURFACE-TO-GRID COMBINED ADJUSTMENT FACTOR OF 0.99985232.

2. THIS SURVEY WAS PERFORMED WITHOUT BENEFIT OF A TITLE ABSTRACT. THERE MAY BE OTHER INSTRUMENTS OF RECORD THAT AFFECT THIS TRACT NOT DEPICTED HEREON.

I DO HEREBY CERTIFY THAT THE PROPERTY DESCRIBED HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION BETWEEN JULY 2020 AND SEPTEMBER 2022.

PRELIMINARY

This document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document.
Inland Geodetics
03/12/2023

MIGUEL A. ESCOBAR DATE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5630
LICENSED STATE LAND SURVEYOR
INLAND GEODETICS
FIRM REGISTRATION NO. 100591-00
1504 CHISHOLM TRAIL ROAD, SUITE 103
ROUND ROCK, TEXAS 78681

PROJECT NO.: SLAN-001

1-2-2023

INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF

MANUEL PALMA REYES

PARCEL 15
0.124 AC.
5,421 SQ. FT.

SCALE		PROJECT
1" = 100'	WILLIAMSON COUNTY	C.R. 314

S:\SEILER-LANKES\CR 314\4-Drawings\PARCEL 15-REYES.dwg

Exhibit "C"

Parcel 14/15

DEED
County Road 314 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 **MANUEL PALMA REYES,** 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 0.129-acre (5,622 square foot) tract of land, out of and situated in the A. A. Lewis Survey, Abstract No. 384, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein **(Parcel 14)**
>
> All of that certain 0.124-acre (5,421 square foot) tract of land, out of and situated in the A. A. Lewis Survey, Abstract No. 384, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "B", attached hereto and incorporated herein **(Parcel 15)**

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 _____, 202_.

[signature page follows]

GRANTOR:

_____
MANUEL PALMA REYES

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 202_ by Manuel Palma Reyes in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

PREPARED IN THE OFFICE OF:
Sheets & Crossfield, PLLC
309 East Main
Round Rock, Texas 78664

GRANTEE'S MAILING ADDRESS:
Williamson County, Texas
Attn: County Auditor
710 Main Street, Suite 101
Georgetown, Texas 78626

AFTER RECORDING RETURN TO:

Commissioners Court - Regular Session **67.**

Meeting Date: 01/09/2024

CR 255 Relocation Claim

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a claim for actual moving expenses with Janet Jennings and David Stephenson for a relocation caused by right of way acquisition. Funding Source: TANS P588

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

claim

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	01/04/2024 09:22 AM
Form Started By: Charlie Crossfield		Started On: 01/03/2024 11:04 AM
Final Approval Date: 01/04/2024		

DocuSign Envelope ID: DC3B20A3-E342-4CD4-899A-F400BC5405C4

CLAIM FOR ACTUAL MOVING EXPENSES

Print or Type All Information

1. Name of Claimant(s) Janet Jennings and David Stephenson	Parcel No: 40	County: Williamson Project: CR 255

☒ Residence ☐ Business ☐ Farm ☐ Nonprofit ☐ Sign ☐ Other

2. Address of Property Acquired by State: [redacted] Claimant's Telephone No.: [redacted]	3. Address Moved To: [redacted]
4. Occupancy of Property Acquired by County: From (Date): 2014 To (Date of Move): 12-13-2023 ☒ Owner/Occupant ☐ Tenant	5. Distance Moved: 35 Miles 7. Mover's Name and Address: A-Line Relocation 512-968-8883 429 Doe Run Georgetown, Texas 78628

6. Controlling Dates	Mo.	Day	Yr.
a. First Offer in Negotiation	06	14	2023
b. Date Property Acquired			
c. Date Required to Move	11	10	2023

8. Property Storage (attach explanation)
From (Date): N/A To (Date of Move): N/A

Place Stored (Name and Address):
N/A

10. Temporary Lodging (attach explanation)
From (Date): N/A To (Date of Move): N/A

9. Amount of Claim:	
a. Moving Expenses	$18,621.35
b. Reestablishment Expenses	$
c. Searching Expenses	$
d. Tangible Property Loss	$
e. Storage	$
f. Temporary Lodging	$
g. Total Amount	**$18,621.35**

11. All amounts shown in Block 9 were necessary and reasonable and are supported by attached receipts. Payment of this claim is requested. I certify that I have not submitted any other claim for, or received reimbursement for, an item of expense in this claim, and that I will not accept reimbursement or compensation from any other source for any item of expense paid pursuant to this claim. I further certify that all property was moved and installed at the address shown in Block 3, above, in accordance with the invoices submitted and agreed terms of the move and that all information submitted herewith or included herein is true and correct.

DocuSigned by:
[signature]
680774FD470F494...
Claimant

Date of Claim: 12/19/2023

DocuSigned by:
David Stephenson
680774FD470F494...
Claimant

Spaces Below to be Completed by Williamson County

I certify that I have examined this claim and substantiating documentation attached herewith and have found it to be true and correct and to conform with the applicable provisions of State law. All items are considered to be necessary reasonable expenses and this claim is recommended for payment as follows:

Amount of $ 18,621.35

12-26-2023
Date

[signature]
Relocation Agent

Date

Williamson County Judge

A-Line Relocation
429 Doe Run
Georgetown, TX 78628
(512) 968-8883
Travis@ALineRelocation.com
www.ALineRelocation.com

INVOICE

BILL TO
Janet Jennings
[redacted]

SHIP TO
Janet Jennings
[redacted]

INVOICE # SM1069
DATE 12/13/2023

TERMS Net 15

SHIP DATE
12/08/2023

TXDMV 00664581C

US DOT 2284558

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
Packing	Packing Contents of House	1	2,400.00	2,400.00
Packing	Packing Contents of Shed and Pole Barn	1	1,250.00	1,250.00
Moving	Moving Contents of House	1	3,250.00	3,250.00
Moving	Moving Contents of Pole Barn, Shed, and Yard	1	6,250.00	6,250.00
Moving	Moving 10x12x10 Portable Building	1	1,200.00	1,200.00
Packing Materials		1	1,496.35	1,496.35
Travel Fee		5	555.00	2,775.00

VETERAN OWNED AND OPERATED

BALANCE DUE **$18,621.35**

Move Completed and verified
12-20-2023
Danny Jackson
Row of Texas LLC

DocuSign Envelope ID: B6DC76A7-35EA-4ABE-BB14-4959F55DA66C

AGREEMENT FOR DIRECT PAYMENT TO VENDOR

County: Williamson
Highway: CR 255
Parcel: 40

The undersigned displacee hereby agrees that payment for relocation services identified on the attached scope of work will be made to **A-Line Relocation**. This agreement is void without a signed scope of work attached. Williamson County reserves the right and responsibility of determining the "reasonable and necessary" charges for the move as is customary in the industry. **Janet Jennings and David Stephenson** understands anything not included in the attached scope of work must be pre-approved by Williamson County in order to ensure its eligibility for reimbursement. Vendor understands that Williamson County will not be able to make any reimbursements for the pre-approved scope of services until displace authorizes release of the payment.

Vendor's Signature, A-Line Relocation — Date: 11/13/23

Travis Kieke (Owner)
Vendor's Name (Printed),

DocuSigned by:
880774FD470F404...
Displacee's Signature, — Date: 11/14/2023

Janet Jennings
Displacee's Name (Printed), Janet Jennings

DocuSigned by:
David Stephenson
880774FD470F404...
Displacee's Signature, — Date: 11/14/2023

David Stephenson
Displacee's Name (Printed), David Stephenson

Lisa Dworaczyk
Williamson County Representative, Signature — Date: 11/27/23

Lisa Dworaczyk
Williamson County Representative, Name (Printed)

DocuSign Envelope ID: B6DC76A7-35EA-4ABE-BB14-4959F55DA66C

A-Line Relocation
429 Doe Run
Georgetown, TX 78628
(512) 968-8883
Travis@ALineRelocation.com
www.ALineRelocation.com

Estimate

ADDRESS
Janet Jennings
[redacted]

SHIP TO
Janet Jennings
[redacted]

ESTIMATE # 1852
DATE 11/03/2023

SHIP DATE
11/27/2023

TXDMV 00664581C

US DOT 2284558

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
Packing	Packing Contents of House	1	2,400.00	2,400.00
Packing	Packing Contents of Shed and Pole Barn	1	1,250.00	1,250.00
Moving	Moving Contents of House	1	3,250.00	3,250.00
Moving	Moving Contents of Pole Barn, Shed, and Yard	1	6,250.00	6,250.00
Moving	Moving 10x12x10 Portable Building	1	1,200.00	1,200.00
Packing Materials		1	1,496.35	1,496.35
Travel Fee		5	555.00	2,775.00

VETERAN OWNED AND OPERATED

TOTAL **$18,621.35**

Accepted By

Accepted Date

Travis Kiela (owner)

Commissioners Court - Regular Session **68.**

Meeting Date: 01/09/2024

Hero Way Possession and Use Agreement

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a Possession and Use Agreement for Transportation Purposes with JNK Properties1, LTD. for right of way needed on the Hero Way project (Parcel 335). Funding Source: Road Bonds P326

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	01/04/2024 09:23 AM
Form Started By: Charlie Crossfield		Started On: 01/03/2024 11:29 AM
Final Approval Date: 01/04/2024		

POSSESSION AND USE AGREEMENT FOR TRANSPORTATION PURPOSES

STATE OF TEXAS	§	
	§	Parcel No.: 335/335D/335E
COUNTY OF WILLIAMSON	§	Project: Hero Way/RM 2243

This Possession and Use Agreement For Transportation Purposes (the "Agreement") between **WILLIAMSON COUNTY, TEXAS** (the "County"), and **JNK PROPERTIES 1, LTD.** (the "Grantor" whether one or more), grants to the County, their contractors, agents and all others deemed necessary by the County, an irrevocable right to possession and use of the Grantor's property for the purpose of constructing the Hero Way/RM 2243 roadway project and related appurtenances, drainage facility/grading and utility relocations (the "Roadway Construction Project"). The property subject to this Agreement is described more fully in field notes, plat maps, or other descriptions attached hereto as "Exhibits "A-D" respectively and are made a part of this Agreement by reference (the "Property").

1. For the consideration paid by the County, which is set forth in Paragraph 2 below, the receipt and sufficiency of which is acknowledged, Grantor grants, bargains, sells, and conveys to the County the right of entry and possession and use of the Property for the purpose of constructing a roadway, utility adjustments and appurtenances thereto and the right to remove any improvements. Authorized activities include surveying, inspection, environmental studies, archeological studies, clearing, demolition, construction of permanent improvements, relocating, replacing, and improving existing utility facilities, locating new utility facilities, and other work required to be performed in connection with the Roadway Construction Project. This Possession and Use Agreement will extend to the County, its contractors and assigns, owners of any existing utilities on the Property and those which may be lawfully permitted on the Property by the County in the future, and all others deemed necessary by the County for the purpose of the Roadway Construction Project. This grant will allow the construction, relocation, replacement, repair, improvement, operation, and maintenance of utilities on the Property.

2. In full consideration for this irrevocable grant of possession and use, the County will tender to Grantor payment in the amount of **SEVENTEEN MILLION SIX HUNDRED FIFTEEN THOUSAND TWO HUNDRED FIFTY-FOUR and 00/100 DOLLARS ($17,615,254.00)** (the "Entry Deposit"). The County will be entitled to take possession and use of the Property upon tender of payment as set forth in paragraph 3 herein, subject to the conditions in paragraph 13 below, if any. The parties agree that the Entry Deposit tendered represents 100% payment of the County's approved value, which assumes no adverse environmental conditions affecting the value of the Property. The approved value is the County's determination of the just compensation owed to Grantor for the real property interest to be acquired by the County in the Property, encumbered with the improvements thereon, if any, and damages to the remainder, if any, save and except all oil, gas, and sulfur. The parties agree that the Entry Deposit tendered to Grantor will be deducted from any final settlement amount, Special Commissioners' Award, or court judgment. In the event the amount of the final settlement or judgment for the acquisition of the Property is less than the

amount of the Entry Deposit, then Grantor agrees that the difference between the amount of the Entry Deposit tendered and the amount of such final settlement or judgment for the acquisition of the Property represents an overpayment and, upon written notice from the County, Grantor will promptly refund the difference between the Entry Deposit and the amount of the settlement or judgment to the County.

3. The effective date of this Agreement will be the date on which payment of the Entry Deposit pursuant to Paragraph 2 above was tendered in full to the Grantor by the County or delivered to a title company acting as escrow agent for the transaction (the "Effective Date").

4. Grantor warrants and represents by, through, and under Grantor but not otherwise, that the title to the Property is free and clear of all liens and encumbrances identified in the title commitment T-164948 issued August 21, 2023 by Texas National Title (and any subsequent updates prior to the Effective Date), and that proper releases will be executed for the Property prior to funds being disbursed under this Agreement. Grantor further warrants that no other person or entity owns an interest in the fee title to the Property and further agrees to indemnify the County from all unreleased or undisclosed liens, claims, or encumbrances affecting the Property.

   The above-made warranties are made by Grantor and accepted by the County subject to the following:

   A. Visible and apparent easements not appearing of record;

   B. Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show; and,

   C. Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the Property, but only to the extent that said items are still valid and in force and effect as of the Effective Date.

5. The parties agree that the valuation date for determining the amount of just compensation for the real property interest proposed to be acquired by the County in the Property, for negotiation or eminent domain proceeding purposes, will be March 31, 2024. Should the Special Commissioners' Award be greater than the amount paid in paragraph 2 (two), the County shall tender the difference to the registry of the court within 60 (sixty) days.

6. This Agreement is made with the understanding that the County will continue to proceed with the acquisition of a real property interest in the Property. Grantor reserves all rights of compensation for the title and other interest in and to the Property which the Grantor holds as of the time immediately prior to the Effective Date of this Agreement. This Agreement shall in no way prejudice the Grantor's rights to receive full and just compensation as allowed by law for all of the Grantor's interests in and to the Property to be acquired by the County, encumbered with the improvements thereon, if any, and damages, if any, to the remainder of

the Grantor's interest in any larger tract of which the Property is a part (the "Remainder"), all as the Property exists on the Effective Date of this Agreement. The County's removal or construction of improvements on the Property shall in no way affect the fair market value of the Property in determining compensation due to Grantor in the eminent domain proceedings, except as such removal or construction of improvements may impact or damage the Remainder. No beneficial project influence will impact the appraised value of the Property to be acquired. This grant will not prejudice Grantor's rights to any relocation benefits for which Grantor may be eligible.

7. In the event the County institutes or has instituted eminent domain proceedings, the County will not be liable to Grantor for interest upon any award or judgment as a result of such proceedings for any period of time prior to the date of the award. Payment of any interest may be deferred by the County until the entry of judgment.

8. The purpose of this Agreement is to allow the County to proceed with its Roadway Construction Project without delay and to allow Grantor to have the use at this time of 100% of the Entry Deposit. The Grantor expressly acknowledges that the proposed Roadway Construction Project is for a valid public use and voluntarily waives any right Grantor has or may have, known or unknown, to contest the jurisdiction of the court in any condemnation proceeding for acquisition of the Property related to the Roadway Construction Project, based upon claims that the condemning authority has no authority to acquire the Property through eminent domain, has no valid public use for the Property, or that acquisition of the Property is not necessary for the public use.

9. The undersigned Grantor agrees to pay as they become due, all unpaid ad valorem property taxes and special assessments assessed against Property as of the Effective Date.

10. Notwithstanding the acquisition of the right of possession to the Property by the County in a condemnation proceeding by depositing the Special Commissioners' Award into the registry of the court, less any amounts tendered to the Grantor pursuant to Paragraph 2 above, this Agreement shall continue to remain in effect until the County acquires title to the Property either by negotiation, settlement, or final court judgment.

11. This Agreement will also extend to and bind the heirs, devisees, executors, administrators, legal representatives, successors in interest and assigns of the parties.

12. It is agreed the County will record this document.

13. Other conditions:

Upon receipt of a request from Grantor to file a petition in the lawsuit, Grantee agrees that it shall file a petition withing thirty (30) days of having received said notice. In the case of a special commissioners' hearing setting, upon receipt of notice from Grantor to set a special commissioners hearing, Grantee shall work with Grantor on a hearing setting which shall be within ninety (90) days of the date on which Grantee received notice from Grantor unless the parties agree otherwise.

There shall be no drinking liquor, hunting, or fishing on the Property or any of Grantor's lands by the County, its officers, agents, employees, contractors, invitees, guests, or representatives at any time. No firearms or fishing equipment shall be taken on the property by the County, its officers, agents, employees, contractors, invitees, guests or representatives at any time. The County, its contractors, and any and all persons entering the Property under this Agreement shall not perform disorderly conduct and a portable sanitary facility shall be made available for the County's contractors and any and all persons entering the Property under this agreement.

The County shall have the right to remove any fence that now crosses the Property. Prior to cutting any fence, however, the County shall give timely notice to the Grantor to brace the existing fence to be cut adequately on both sides of the proposed cut by suitable H-braces to prevent the remainder of the fence from sagging. If applicable, the County shall take reasonable steps to ensure that cattle, horses and/or other livestock cannot stray from the fenced pastures, including but not limited to informing Grantor of any fence removal and allowing for reasonable time to relocate said livestock. The County and its designated contractors, employees, and invitees agree to keep any and all gates and fences closed and locked at all times except when passing through same.

14. By its authorized signature below the following Tenants which have a leasehold interest in the Property hereby consent in all things to Grantee taking exclusive possession of the Property pursuant to the terms of this Agreement, and to Grantor receiving the consideration recited herein:

Tenants: Mark + Heidi Bjork

At no time during the possession of the Property by County for the purposes described herein shall Grantor be denied reasonable access and/or ingress to or egress from the remainder of Grantor's land for its current uses, unless otherwise agreed to in writing in advance.

To have and to hold the Agreement herein described and conveyed, together with all the rights and appurtenances belonging to the County and its assigns forever, for the purposes and subject to the limitations set forth above.

[signature pages follow]

GRANTOR:

JNK PROPERTIES 1, LTD.

By: _____

Name: VIVEK MAHENDRU

Its: PRESIDENT

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF Williamson

This instrument was acknowledged before me on this the 3rd day of January, 2024 by Vivek Mahendru, on behalf of JNK Properties 1, Ltd. in the capacity and for the purposes and consideration recited herein.

MEGHAN DRONE
Notary ID #132387852
My Commission Expires
February 27, 2024

_____
Notary Public, State of Texas

TENANT:

Heidi Bjork

Name: Mark Bjork Heidi Bjork

ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF WILLIAMSON

This instrument was acknowledged before me on this the 3rd day of January, 2024 by Heidi Bjork + Mark Bjork, in the capacity and for the purposes and consideration recited herein.

SAMMY NASSOUR
My Notary ID # 12094520
Expires September 6, 2024

Notary Public, State of Texas

COUNTY:

WILLIAMSON COUNTY, TEXAS

By:_____
Bill Gravell, Jr.
County Judge

ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF WILLIAMSON

This instrument was acknowledged before me on _____, 2024 by Bill Gravell, Jr., County Judge of Williamson County, Texas, in the capacity and for the purposes and consideration recited herein.

_____
Notary Public, State of Texas

EXHIBIT A

County: Williamson
Parcel: 335
Highway: FM 2243

METES & BOUNDS DESCRIPTION FOR PARCEL 335

METES & BOUNDS DESCRIPTION FOR A 28.707 ACRE TRACT OF LAND OUT OF THE ELIJAH D. HARMON SURVEY, ABSTRACT NO. 6, WILLIAMSON COUNTY, TEXAS; BEING ALL OF A CALLED 1.00 ACRE TRACT OF LAND DESCRIBED AS TRACT 8, A PORTION OF A CALLED 33.834 ACRE TRACT OF LAND DESCRIBED AS TRACT 1, A PORTION OF A CALLED 60.000 ACRE TRACT OF LAND DESCRIBED AS TRACT 2, AND A PORTION OF A CALLED 10.10 ACRE TRACT OF LAND DESCRIBED AS TRACT 10, ALL AS CONVEYED TO JNK PROPERTIES 1, LTD. BY CONTRIBUTION DEED RECORDED IN DOCUMENT NUMBER 2021182868 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID TRACT 8 BEING DESCRIBED IN DOCUMENT NUMBER 2004077519, SAID TRACT 1 BEING DESCRIBED IN DOCUMENT NUMBER 2004028572, SAID TRACT 2 BEING DESCRIBED IN DOCUMENT NUMBER 2003078335, AND SAID TRACT 10 BEING DESCRIBED IN DOCUMENT NUMBER 2006006664, ALL OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 28.707 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS AND SHOWN ON THE ATTACHED SKETCH:

BEGINNING at a 1/2-inch iron rod found on the south right-of-way line of Hero Way (f/k/a County Road 269) (width varies) (no deed of record found), at the northwest corner of the above described JNK Tract 1, and at the northeast corner of a called 4.377 acre tract of land described as Tract 2 as conveyed to The Park at Cypress Creek, LLC by Warranty Deed with Vendor's Lien recorded in Document Number 2021145415 of the Official Public Records of Williamson County, Texas, from which a 1/2-inch iron rod found on the south right-of-way line of said Hero Way, at the northwest corner of a called 26.931 acre tract of land described as Tract 5 as conveyed to JNK Properties 1, LTD. by Contribution Deed recorded in said Document Number 2021182868, and described in Document Number 2004065021, both of the Official Public Records of Williamson County, Texas, and at the northeast corner of a called 27.868 acre tract of land as conveyed to Heroway Crossing LLC by Special Warranty Deed with Vendor's Lien recorded in Document Number 2020158793 of the Official Public Records of Williamson County, Texas, bears S 69°02'16" W a distance of 1,103.77 feet;

THENCE, with the south right-of-way line of said Hero Way and the north line of said JNK Tract 1, N 70°05'28" E, pass a found 5/8-inch iron rod with cap stamped "SAM LLC" at a distance of 65.95 feet, and continuing on for a total distance of 201.93 feet to a 5/8-inch iron rod with cap stamped "SAM LLC" found at an exterior corner of said JNK Tract 1, and at the northwest corner of the above described JNK Tract 8, for an angle point, from which a 5/8-inch iron rod with cap stamped "SAM LLC" found on the west line of said JNK Tract 8, bears S 19°54'56" E a distance of 35.78 feet;

THENCE, continuing with the south right-of-way line of said Hero Way and with the north line of said JNK Tract 8, N 70°04'38" E a distance of 181.51 feet to a 5/8-inch iron rod with cap stamped "SAM LLC" found at the northeast corner of said JNK Tract 8, and at an exterior corner of said JNK Tract 1, for an angle point, from which a 5/8-inch iron rod with cap stamped "SAM LLC" found on the east line of said JNK Tract 8, bears S 19°54'56" E a distance of 83.80 feet;

THENCE, continuing with the south right-of-way line of said Hero Way and with the north line of said JNK Tract 1, N 70°06'04" E a distance of 777.41 feet to a 1/2-inch iron rod found at the northeast corner of said JNK Tract 1, and at the northwest corner of the above described JNK Tract 2, for an angle point, from which a 1/2-inch iron rod found at an angle point on the line common to said JNK Tract 1 and said JNK Tract 2, bears S 20°05'44" E a distance of 1,324.23 feet;

THENCE, continuing with the south right-of-way line of said Hero Way and with the north line of said JNK Tract 2, N 69°41'26" E a distance of 1,374.35 feet to a 5/8-inch iron rod with cap stamped "SAM LLC" found at the intersection with the west right-of-way line of Ronald W Reagan Boulevard (width varies) as dedicated by instruments recorded in Document Numbers 2003062377, 2003082332, 2003114403, 2004058038 and 2004069273, all of the Official Public Records of Williamson County, Texas, at the northeast corner of said JNK Tract 2, and at the northwest corner of a called 5.149 acre tract of land described as Parcel 24 as dedicated in said Document Number 2003082332 of the Official Public Records of Williamson County, Texas, for the northeast corner of the herein described tract, from which a 1/2-inch iron rod with cap stamped "Diamond Surveying" found at the intersection of the north right-of-way line of said Hero Way and the west right-of-way line of said Ronald W Reagan Boulevard, and at the southwest corner of a called 0.145 acre tract of land described as Parcel 28B as dedicated in said Document Number 2004069273 of the Official Public Records of Williamson County, Texas, bears N 21°02'41" W a distance of 62.16 feet;

THENCE, with the west right-of-way line of said Ronald W Reagan Boulevard and the east line of said JNK Tract 2, the following three (3) courses:

1) S 21°33'44" E a distance of 13.56 feet to a 1/2-inch iron rod for an angle point;

2) S 65°56'44" E a distance of 69.75 feet to a 1/2-inch iron rod for an angle point; and

3) S 21°17'21" E, pass a found 5/8-inch iron rod with cap stamped "SAM LLC" at a distance of 236.20 feet, and continuing on for a total distance of 1,126.34 feet to a 1/2-inch iron rod found at the most easterly southeast corner of said JNK Tract 2, and at the northeast corner of the above described JNK Tract 10, for an angle point, from which a 60D nail found at the northwest corner of said JNK Tract 10, and at an interior corner of said JNK Tract 2, bears S 69°09'59" W a distance of 406.06 feet;

THENCE, continuing with the west right-of-way line of said Ronald W Reagan Boulevard and with the east line of said JNK Tract 10, S 21°13'28" E a distance of 245.82 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set for southeast corner of the herein described tract, 1,222.51 feet right of FM 2243 baseline station 185+84.04, from which a 1/2-inch iron rod found on the north line of a called 6.314 acre tract of land as conveyed to Realeander LLC by Warranty Deed with Vendor's Lien recorded in Document Number 2020167271 of the Official Public Records of Williamson County, Texas, at the southeast corner of said JNK Tract 10, and at the southwest corner of said Parcel 24 dedication, bears S 21°13'28" E a distance of 828.32 feet;

THENCE, departing the west right-of-way line of said Ronald W Reagan Boulevard, over and across said JNK Tract 10, S 68°35'32" W a distance of 122.56 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" (NAD-83, Central Zone Grid Coordinates: N: 10,187,740.00, E: 3,089,721.94) set for the beginning of a non-tangent curve to the right and the most southerly southwest corner of the herein described tract, 1,239.36 feet right of FM 2243 baseline station 184+38.02;

THENCE, over and across said JNK Tract 10, along said curve to the right, an arc distance of 217.97 feet, having a radius of 16,236.00 feet, a central angle of 00°46'09" and a chord which bears N 21°33'58" W a distance of 217.97 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set for a point of tangency, 1,023.18 feet right of FM 2243 baseline station 184+05.00;

THENCE, continuing over and across said JNK Tract 10 and over and across said JNK Tract 2, N 21°10'54" W a distance of 188.36 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set for the beginning of a non-tangent curve to the left, 836.13 feet right of FM 2243 baseline station 183+79.66;

THENCE, continuing over and across said JNK Tract 2, along said curve to the left, an arc distance of 878.59 feet, having a radius of 1,011.00 feet, a central angle of 49°47'30" and a chord which bears N 62°29'25" W a distance of 851.20 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set for the beginning of a non-tangent curve to the left, 237.68 feet right of FM 2243 baseline station 177+25.43;

THENCE, continuing over and across said JNK Tract 2, along said curve to the left, an arc distance of 59.82 feet, having a radius of 8,051.00 feet, a central angle of 00°25'33" and a chord which bears S 72°08'38" W a distance of 59.82 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set for an angle point, 235.53 feet right of FM 2243 baseline station 176+63.65;

THENCE, continuing over and across said JNK Tract 2, S 75°59'13" W a distance of 150.02 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set for the beginning of a non-tangent curve to the left, 218.57 feet right of FM 2243 baseline station 175+12.88;

THENCE, continuing over and across said JNK Tract 2, along said curve to the left, an arc distance of 203.48 feet, having a radius of 8,063.00 feet, a central angle of 01°26'45" and a chord which bears S 70°08'40" W a distance of 203.48 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set for a point of tangency, 216.00 feet right of FM 2243 baseline station 173+09.42;

THENCE, continuing over and across said JNK Tract 2 and over and across said JNK Tract 1, S 69°25'17" W a distance of 792.54 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set a point of curvature of a curve to the right, 216.00 feet right of FM 2243 baseline station 165+16.88;

THENCE, continuing over and across said JNK Tract 1, along said curve to the right, an arc distance of 696.86 feet, having a radius of 11,137.00 feet, a central angle of 03°35'06" and a chord which bears S 71°12'51" W a distance of 696.75 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set on the west line of said JNK Tract 1, at the southeast corner of said Park at Cypress Creek Tract 2, and at the northeast corner of a called 1.988 acre tract of land described as Tract 1 as conveyed to The Park at Cypress Creek, LLC by Warranty Deed with Vendor's Lien recorded in said Document Number 2021145415 of the Official Public Records of Williamson County, Texas, for the most westerly southwest corner of the herein described tract, 207.05 feet right of FM 2243 baseline station 158+30.50, from which a 1/2-inch iron rod found at an angle point on the line common to said JNK Tract 1 and a called 20.00 acre tract of land described as Tract 4 as conveyed to JNK Properties 1, LTD. by Contribution Deed recorded in said Document Number 2021182868, and described in Document Number 2004065019, both of the Official Public Records of Williamson County, Texas, bears S 21°08'16" E a distance of 409.63 feet;

THENCE, with the west line of said JNK Tract 1 and the east line of said Park at Cypress Creek Tract 2, N 21°08'16" W a distance of 372.43 feet to the **POINT OF BEGINNING** and containing 28.707 acres (1,250,475 square feet) of land more or less.

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

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

01/02/2024
Date

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

Client:	Williamson County
Date:	August 21, 2023
Revised:	January 1, 2024
Project Number:	7473-00

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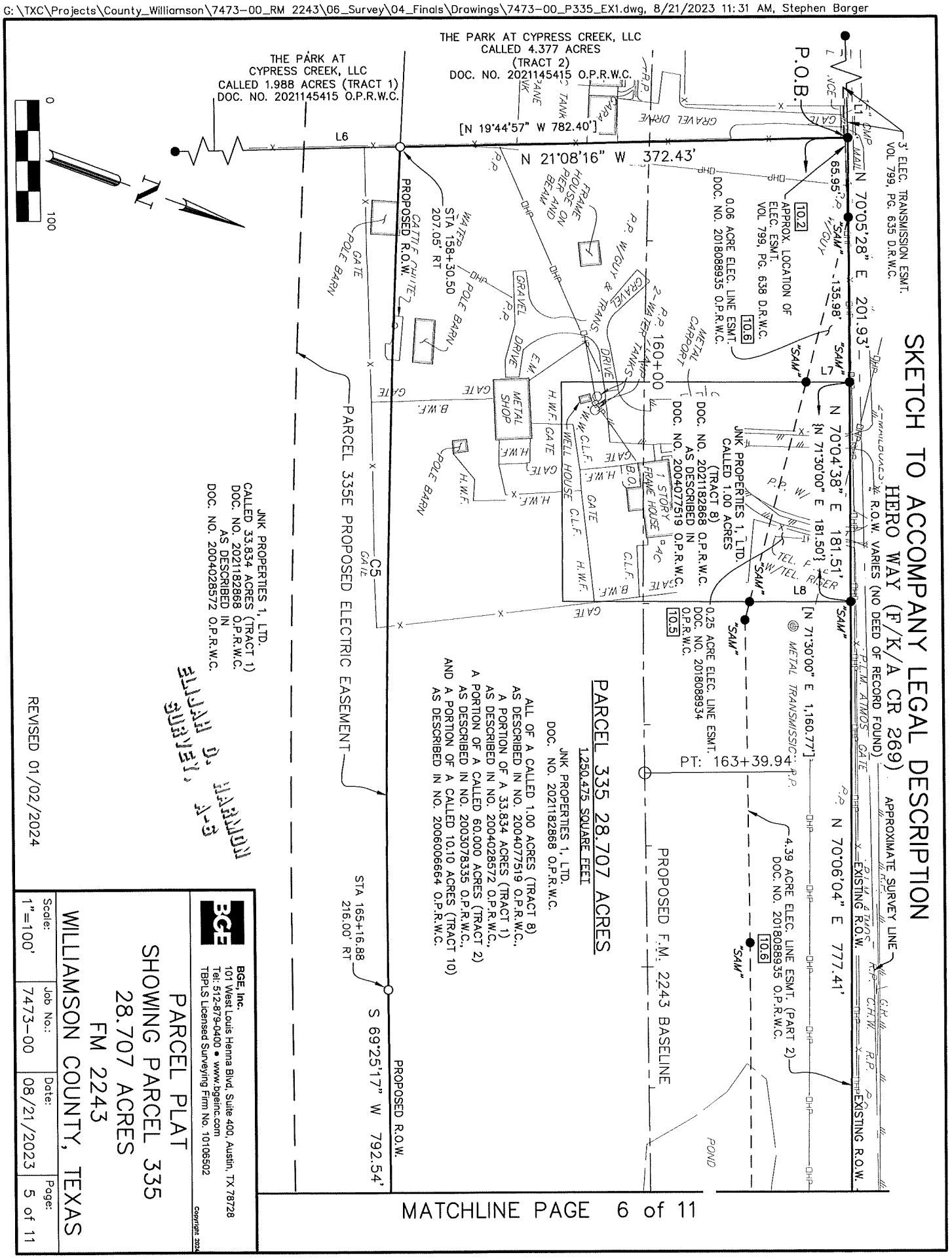

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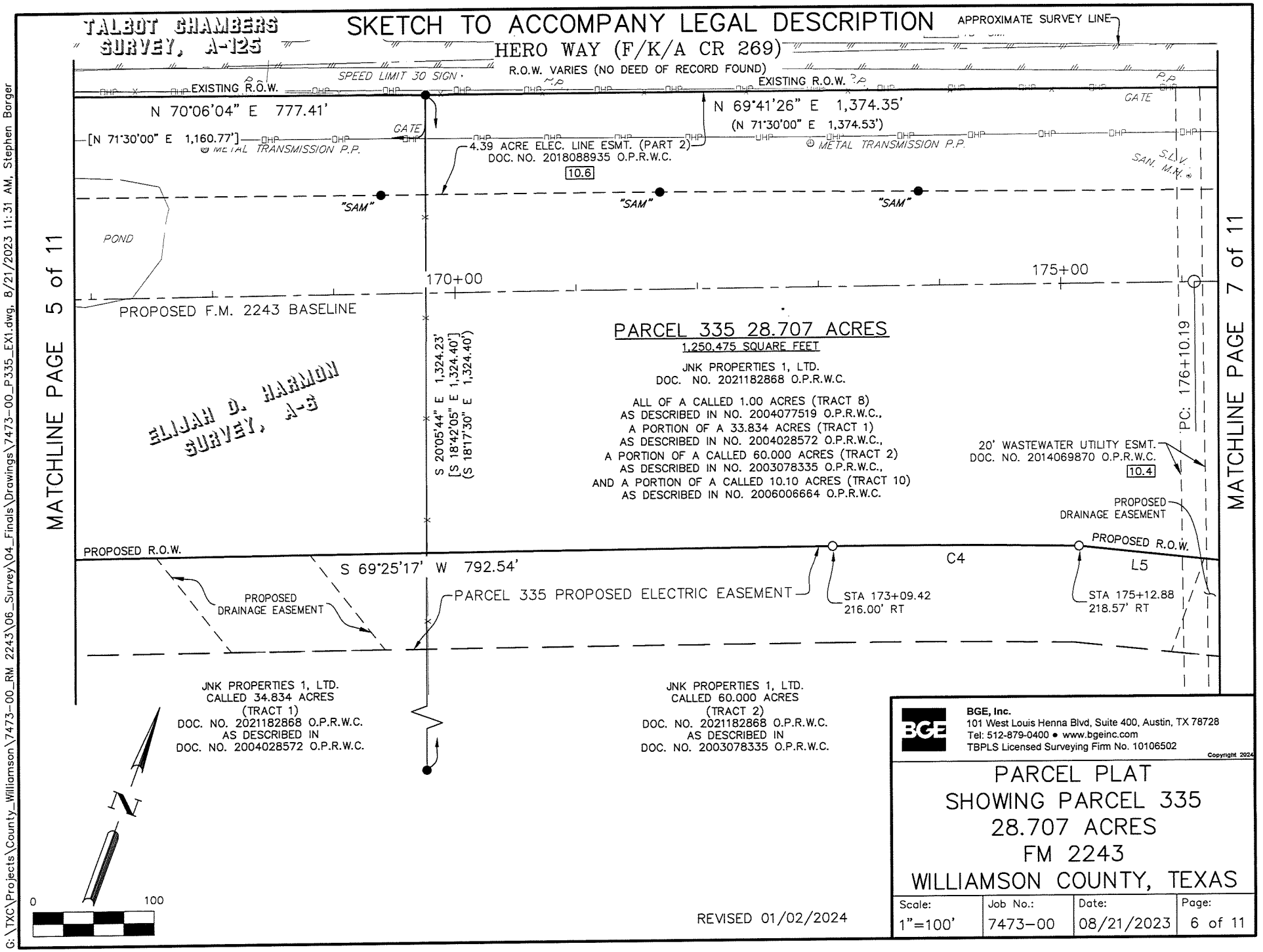
Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	08/21/2023	5 of 11



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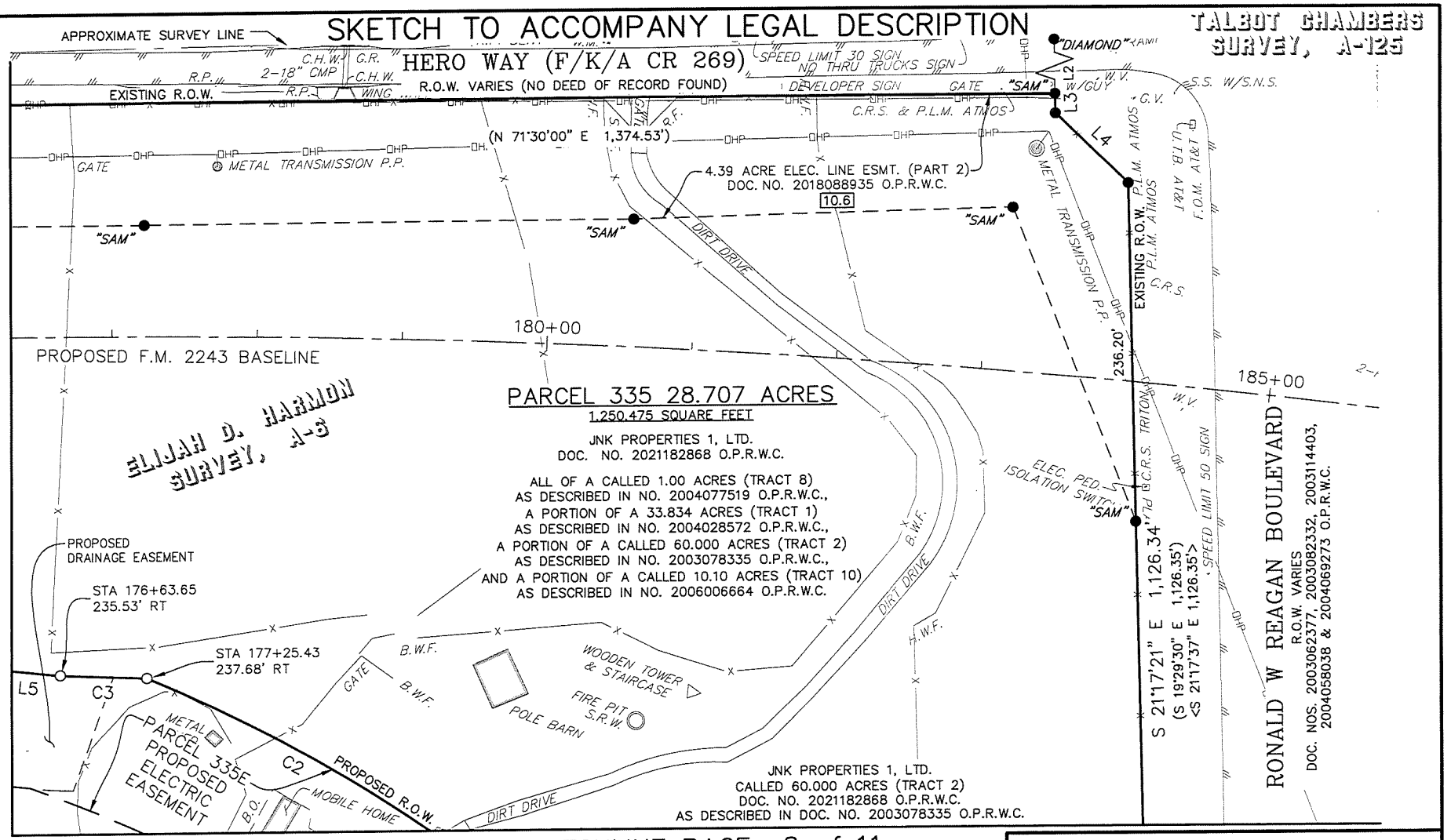
1"=100'	7473-00	08/21/2023	6 of 11

SKETCH TO ACCOMPANY LEGAL DESCRIPTION



MATCHLINE PAGE 6 of 11

MATCHLINE PAGE 8 of 11

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Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	08/21/2023	7 of 11

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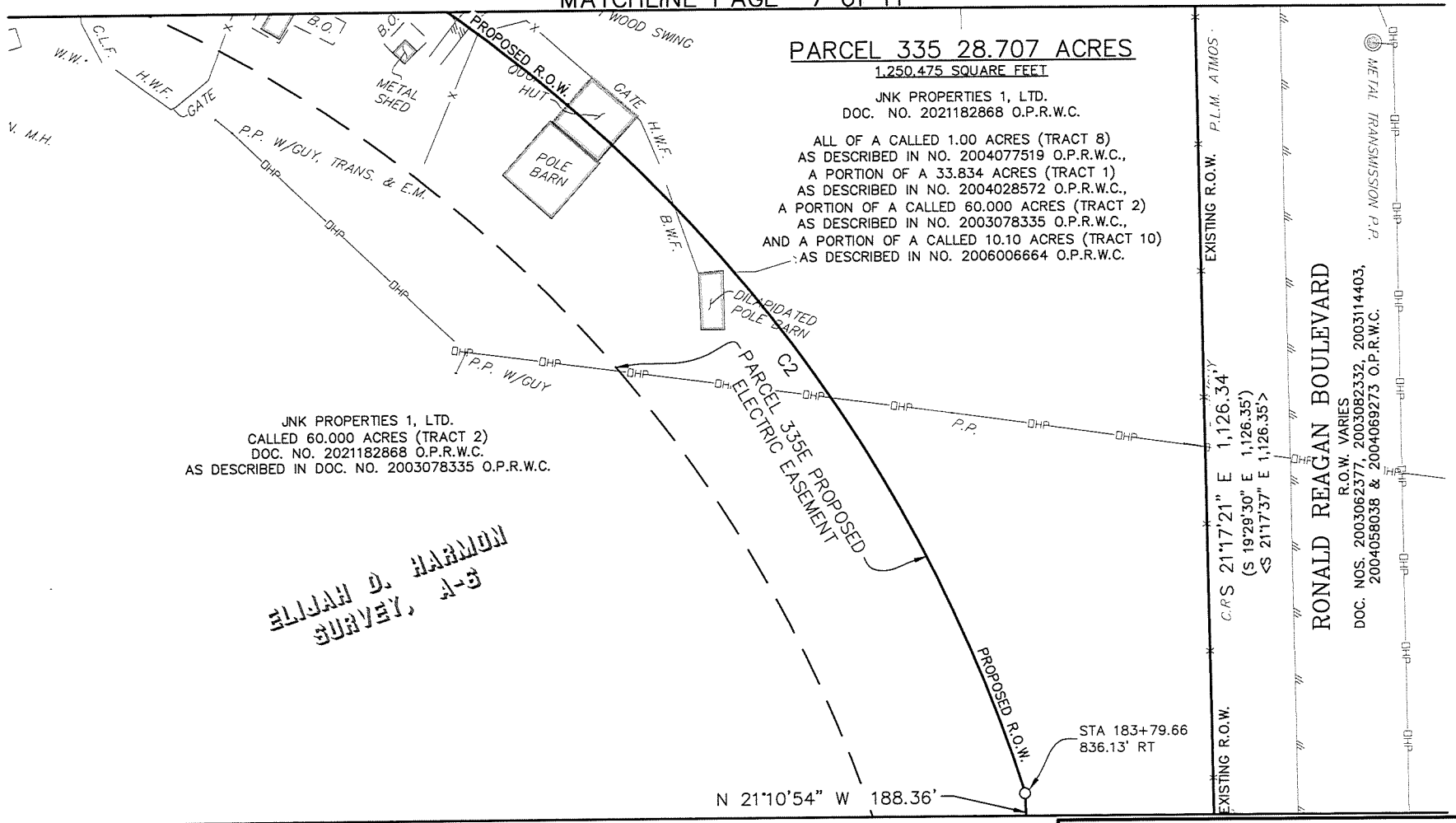
MATCHLINE PAGE 7 of 11



MATCHLINE PAGE 9 of 11

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Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	08/21/2023	8 of 11

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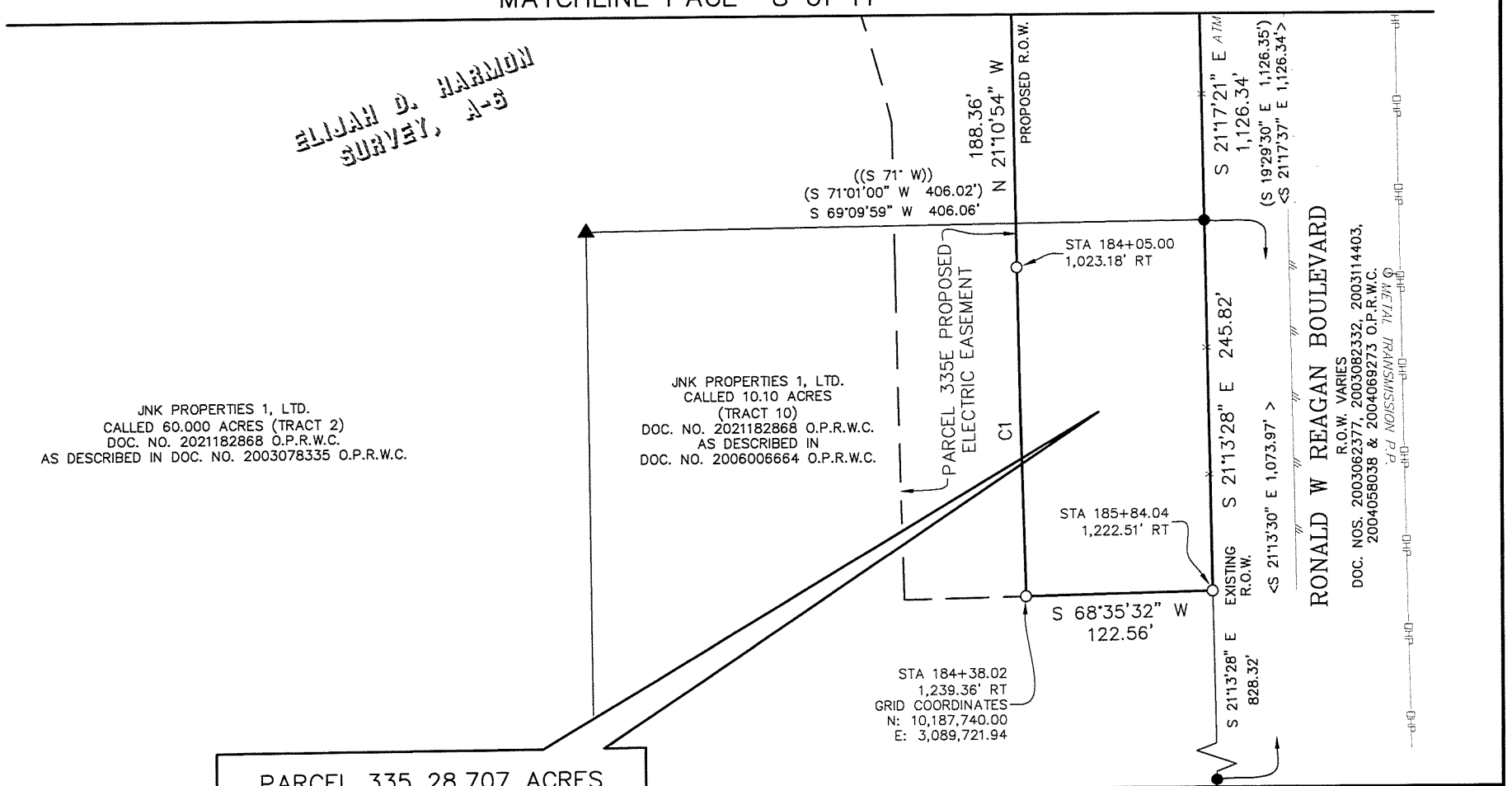
MATCHLINE PAGE 8 of 11



PARCEL 335 28.707 ACRES

1,250.475 SQUARE FEET

JNK PROPERTIES 1, LTD.
DOC. NO. 2021182868 O.P.R.W.C.

ALL OF A CALLED 1.00 ACRES (TRACT 8)
AS DESCRIBED IN NO. 2004077519 O.P.R.W.C.,
A PORTION OF A 33.834 ACRES (TRACT 1)
AS DESCRIBED IN NO. 2004028572 O.P.R.W.C.,
A PORTION OF A CALLED 60.000 ACRES (TRACT 2)
AS DESCRIBED IN NO. 2003078335 O.P.R.W.C.,
AND A PORTION OF A CALLED 10.10 ACRES (TRACT 10)
AS DESCRIBED IN NO. 2006006664 O.P.R.W.C.

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Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	08/21/2023	9 of 11

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LEGEND

B.	BOLLARD
BLDG.	BUILDING
B.O.	BLDG. OVERHANG
B.P.	BRICK PAVERS
B.W.F.	BARBED WIRE FENCE
C.H.W.	CONCRETE HEADWALL
C.L.F.	CHAIN LINK FENCE
CMP	CORRUGATED METAL PIPE
C.R.S.	CATHODIC READING STATION
DOC.	DOCUMENT
E.M.	ELECTRIC METER
ELEC.	ELECTRIC
ESMT.	EASEMENT
F.O.M.	FIBER OPTIC MARKER
G.P.	GATE POST
G.V.	GAS VALVE
H.W.F.	HOG WIRE FENCE
M.H.	MANHOLE
PED.	PEDESTAL
P.L.M.	PIPELINE MARKER
P.O.B.	POINT OF BEGINNING
P.P.	POWER POLE
RCP	REINFORCED CONCRETE PIPE
R.P.	REFLECTOR POST
SAN.	SANITARY
S.L.V.	SANITARY LINE VENT
S.R.W.	STONE RETAINING WALL
S.R.F.	SPLIT RAIL FENCE
S.S.	STOP SIGN
TEL.	TELEPHONE
TRANS.	TRANSFORMER
U.T.B.	UNDERGROUND TELEPHONE BOX
W.M.	WATER METER
W.V.	WATER VALVE
W.W.	WATER WELL
( )	RECORD INFO., DOC. NO. 2003078335 O.P.R.W.C.
[ ]	RECORD INFO., DOC. NO. 2004028572 O.P.R.W.C.
{ }	RECORD INFO., DOC. NO. 2004077519 O.P.R.W.C.
< >	RECORD INFO., DOC. NOS. 2003062377, 2003082332, 2003114403, 2004058038 & 2004069273 O.P.R.W.C.
(( ))	RECORD INFO., DOC. NO. 2006006664 O.P.R.W.C.
●	FOUND 1/2" IRON ROD
● *"SAM"*	FOUND 5/8" IRON ROD W/CAP "SAM LLC"
● *"DIAMOND"*	FOUND 1/2" IRON ROD W/CAP "DIAMOND SURVEYING"
○	SET 1/2" IRON ROD W/CAP "WILCO ROW 5777"
▲	FOUND 60D NAIL
——x——	WIRE FENCE
——o——	METAL FENCE
——OHT——	OVERHEAD TELEPHONE
——OHP——	OVERHEAD POWER
——//——	EDGE OF ASPHALT
10.5	SCHEDULE B ITEM

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	S 69°02'16" W	1,103.77'
L2	N 21°02'41" W	62.16'
L3	S 21°33'44" E	13.56'
L4	S 65°56'44" E	69.75'
L5	S 75°59'13" W	150.02'
L6	S 21°08'16" E	409.63'
L7	S 19°54'56" E	35.78'
L8	S 19°54'56" E	83.80'

RECORD LINE TABLE		
NUMBER	BEARING	DISTANCE
(L3)	(S 19°25'23" E)	(13.59')
<L3>	<S 21°13'30" E>	<13.59'>
(L4)	(S 64°05'05" E)	(69.67')
<L4>	<S 65°53'12" E>	<69.67'>

CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	217.97'	16,236.00'	0°46'09"	N 21°33'58" W	217.97'
C2	878.59'	1,011.00'	49°47'30"	N 62°29'25" W	851.20'
C3	59.82'	8,051.00'	0°25'33"	S 72°08'38" W	59.82'
C4	203.48'	8,063.00'	1°26'45"	S 70°08'40" W	203.48'
C5	696.86'	11,137.00'	3°35'06"	S 71°12'51" W	696.75'

REVISED 01/02/2024

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Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	08/21/2023	10 of 11

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GENERAL NOTES:

1. BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE 4203, NAD83. DISTANCES SHOWN HEREON ARE IN SURFACE AND CAN BE CONVERTED TO GRID BY DIVIDING BY THE COMBINED SCALE FACTOR = 1.00012

2. A METES AND BOUNDS DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS SKETCH.

3. THIS PARCEL PLAT WAS MADE IN RELIANCE UPON THAT CERTAIN COMMITMENT FOR TITLE INSURANCE ISSUED BY FIRST AMERICAN TITLE GUARANTY COMPANY AND TEXAS NATIONAL TITLE, INC. UNDER G.F. NO. T-164948, DATED EFFECTIVE JULY 24, 2022 AND ISSUED ON JULY 31, 2022.

RESTRICTIVE COVENANT AND EASEMENT NOTES:

1. RESTRICTIVE COVENANTS OF RECORD ITEMIZED IN VOLUME 824, PAGE 41, AND VOLUME 825, PAGE 566, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT.

10.2 AN ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT GRANTED TO PEDERNALES ELECTRIC COOPERATIVE, INC. AS DESCRIBED IN VOLUME 799, PAGE 638, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.

10.3 AN ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT GRANTED TO PEDERNALES ELECTRIC COOPERATIVE, INC. AS DESCRIBED IN VOLUME 799, PAGE 649, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT.

10.4 A WASTEWATER UTILITY EASEMENT GRANTED TO CITY OF LEANDER AS DESCRIBED IN DOCUMENT NO. 2014069870, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.

10.5 AN ELECTRIC LINE EASEMENT AND RIGHT-OF-WAY GRANTED TO LCRA TRANSMISSION SERVICES CORPORATION AS DESCRIBED IN DOCUMENT NO. 2018088934, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.

10.6 AN ELECTRIC LINE EASEMENT AND RIGHT-OF-WAY GRANTED TO LCRA TRANSMISSION SERVICES CORPORATION AS DESCRIBED IN DOCUMENT NO. 2018088935, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.

10.8 ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN DEVELOPMENT AGREEMENT OF RECORD IN DOCUMENT NO. 2013051965, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT.

10.9 ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN ORDINANCE NO. 18-026-00 OF RECORD IN DOCUMENT NO. 2018041030, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT.

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

STATE OF TEXAS
REGISTERED
JONATHAN O. NOBLES
5777
PROFESSIONAL
LAND SURVEYOR

01/02/2024

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

REVISED 01/02/2024

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Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	08/21/2023	11 of 11

EXHIBIT B

County: Williamson
Parcel: 335D Part 1
Highway: FM 2243

METES & BOUNDS DESCRIPTION FOR EASEMENT PARCEL 335D PART 1

METES & BOUNDS DESCRIPTION FOR A 0.233 ACRE TRACT OF LAND OUT OF THE ELIJAH D. HARMON SURVEY, ABSTRACT NO. 6, WILLIAMSON COUNTY, TEXAS; BEING A PORTION OF A CALLED 33.834 ACRE TRACT OF LAND DESCRIBED AS TRACT 1 AS CONVEYED TO JNK PROPERTIES 1, LTD. BY CONTRIBUTION DEED RECORDED IN DOCUMENT NUMBER 2021182868 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID TRACT 1 BEING DESCRIBED IN DOCUMENT NUMBER 2004028572 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 0.233 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS AND SHOWN ON THE ATTACHED SKETCH:

COMMENCING for POINT OF REFERENCE at a 1/2-inch iron rod found on the south right-of-way line of Hero Way (f/k/a County Road 269) (width varies) (no deed of record found), at the northeast corner of the above described JNK Tract 1, and at the northwest corner of a called 60.000 acre tract of land described as Tract 2 as conveyed to JNK Properties 1, LTD. by Contribution Deed recorded in said Document Number 2021182868 of the Official Public Records of Williamson County, Texas, and being described in Document Number 2003078335 of the Official Public Records of Williamson County, Texas, from which a 5/8-inch iron rod with cap stamped "SAM LLC" found at the intersection with the west right-of-way line of Ronald W Reagan Boulevard (width varies) as dedicated by instruments recorded in Document Numbers 2003062377, 2003082332, 2003114403, 2004058038 and 2004069273, all of the Official Public Records of Williamson County, Texas, at the northeast corner of said JNK Tract 2, and at the northwest corner of a called 5.149 acre tract of land described as Parcel 24 as dedicated in said Document Number 2003082332 of the Official Public Records of Williamson County, Texas, bears N 69°41'26" E a distance of 1,374.35 feet, and also from which a 1/2-inch iron rod found at an angle point on the line common to said JNK Tract 1 and said JNK Tract 2, bears S 20°05'44" E a distance of 1,324.23 feet; Thence, over and across said JNK Tract 1, S 05°57'06" E a distance of 393.30 feet to a calculated point (NAD-83, Central Zone Grid Coordinates: N: 10,188,236.14, E: 3,088,021.51) for the northeast corner and **POINT OF BEGINNING** of the herein described tract, 216.00 feet right of FM 2243 baseline station 168+78.29;

THENCE, continuing over and across said JNK Tract 1, S 58°02'31" E a distance of 100.79 feet to a calculated point for the southeast corner of the herein described tract;

THENCE, continuing over and across said JNK Tract 1, S 69°25'17" W a distance of 126.79 feet to a calculated point for the southwest corner of the herein described tract;

THENCE, continuing over and across said JNK Tract 1, N 58°02'31" W a distance of 100.79 feet to a calculated point for the northwest corner of the herein described tract, 216.00 feet right of FM 2243 baseline station 167+51.50;

THENCE, continuing over and across said JNK Tract 1, N 69°25'17" E a distance of 126.79 feet to the **POINT OF BEGINNING** and containing 0.233 acre (10,143 square feet) of land, more or less.

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

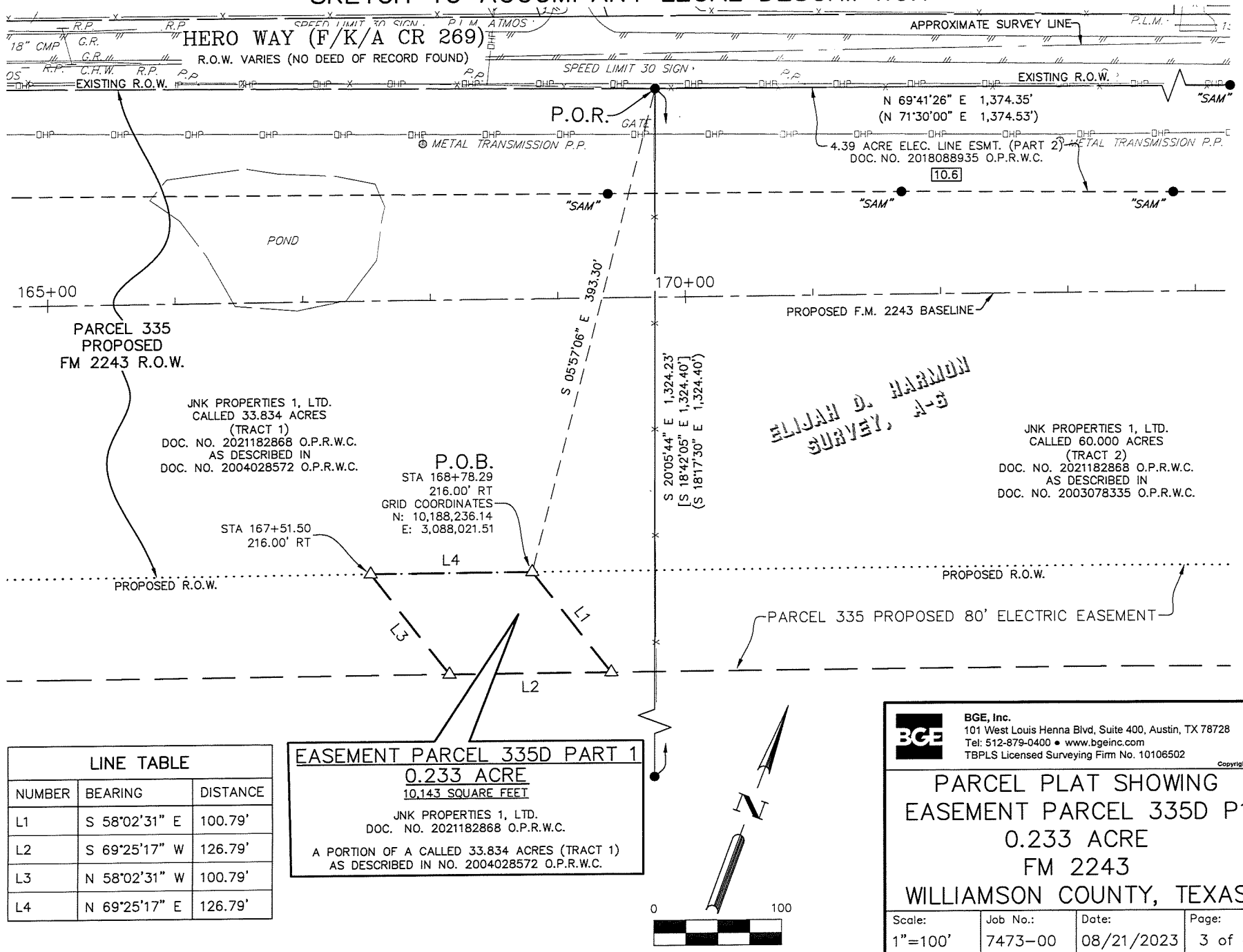
I hereby certify that these notes were prepared by BGE from a survey made on the ground under my supervision on May 12, 2022 and are true and correct to the best of my knowledge. A sketch accompanies this description.

08/21/2023
Date

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

Client:	Williamson County
Date:	August 21, 2023
Project Number:	7473-00

SKETCH TO ACCOMPANY LEGAL DESCRIPTION



LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	S 58°02'31" E	100.79'
L2	S 69°25'17" W	126.79'
L3	N 58°02'31" W	100.79'
L4	N 69°25'17" E	126.79'

EASEMENT PARCEL 335D PART 1
0.233 ACRE
10,143 SQUARE FEET

JNK PROPERTIES 1, LTD.
DOC. NO. 2021182868 O.P.R.W.C.

A PORTION OF A CALLED 33.834 ACRES (TRACT 1)
AS DESCRIBED IN NO. 2004028572 O.P.R.W.C.

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101 West Louis Henna Blvd, Suite 400, Austin, TX 78728
Tel: 512-879-0400 • www.bgeinc.com
TBPLS Licensed Surveying Firm No. 10106502

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PARCEL PLAT SHOWING
EASEMENT PARCEL 335D P1
0.233 ACRE
FM 2243
WILLIAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	08/21/2023	3 of 4

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GENERAL NOTES:

1. BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE 4203, NAD83. DISTANCES SHOWN HEREON ARE IN SURFACE AND CAN BE CONVERTED TO GRID BY DIVIDING BY THE COMBINED SCALE FACTOR = 1.00012

2. A METES AND BOUNDS DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS SKETCH.

3. THIS PARCEL PLAT WAS MADE IN RELIANCE UPON THAT CERTAIN COMMITMENT FOR TITLE INSURANCE ISSUED BY FIRST AMERICAN TITLE GUARANTY COMPANY AND TEXAS NATIONAL TITLE, INC. UNDER G.F. NO. T-164948, DATED EFFECTIVE AUGUST 14, 2023 AND ISSUED ON AUGUST 21, 2023.

RESTRICTIVE COVENANT AND EASEMENT NOTES:

1. RESTRICTIVE COVENANTS OF RECORD ITEMIZED IN VOLUME 824, PAGE 41, AND VOLUME 825, PAGE 566, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, DO NOT AFFECT THE SUBJECT TRACT.

10.2 AN ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT GRANTED TO PEDERNALES ELECTRIC COOPERATIVE, INC. AS DESCRIBED IN VOLUME 799, PAGE 638, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT.

10.3 AN ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT GRANTED TO PEDERNALES ELECTRIC COOPERATIVE, INC. AS DESCRIBED IN VOLUME 799, PAGE 649, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT.

10.4 A WASTEWATER UTILITY EASEMENT GRANTED TO CITY OF LEANDER AS DESCRIBED IN DOCUMENT NO. 2014069870, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT.

10.5 AN ELECTRIC LINE EASEMENT AND RIGHT-OF-WAY GRANTED TO LCRA TRANSMISSION SERVICES CORPORATION AS DESCRIBED IN DOCUMENT NO. 2018088934, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT.

10.6 AN ELECTRIC LINE EASEMENT AND RIGHT-OF-WAY GRANTED TO LCRA TRANSMISSION SERVICES CORPORATION AS DESCRIBED IN DOCUMENT NO. 2018088935, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.

10.8 ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN DEVELOPMENT AGREEMENT OF RECORD IN DOCUMENT NO. 2013051965, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT.

10.9 ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN ORDINANCE NO. 18-026-00 OF RECORD IN DOCUMENT NO. 2018041030, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT.

LEGEND

B.	BOLLARD
B.O.	BUILDING OVERHANG
C.H.W.	CONCRETE HEADWALL
CMP	CORRUGATED METAL PIPE
M.H.	MANHOLE
P.L.M.	PIPELINE MARKER
P.O.B.	POINT OF BEGINNING
P.O.R.	POINT OF REFERENCE
P.P.	POWER POLE
R.P.	REFLECTOR POST
SAN.	SANITARY
S.L.V.	SANITARY LINE VENT
( )	RECORD INFO., DOC. NO. 2003078335 O.P.R.W.C.
[ ]	RECORD INFO., DOC. NO. 2004028572 O.P.R.W.C.
●	FOUND 1/2" IRON ROD
● "SAM"	FOUND 5/8" IRON ROD W/CAP "SAM LLC"
○	SET 1/2" IRON ROD W/CAP "WILCO ROW 5777"
△	CALCULATED POINT
——x——	WIRE FENCE
——OHP——	OVERHEAD POWER
——///	EDGE OF ASPHALT
10.5	SCHEDULE B ITEM

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

STATE OF TEXAS
REGISTERED
JONATHAN O. NOBLES
5777
PROFESSIONAL
LAND SURVEYOR

08/21/2023

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

BGE, Inc.
101 West Louis Henna Blvd, Suite 400, Austin, TX 78728
Tel: 512-879-0400 • www.bgeinc.com
TBPLS Licensed Surveying Firm No. 10106502
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PARCEL PLAT SHOWING
EASEMENT PARCEL 335D P1
0.233 ACRE
FM 2243
WILLIAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	08/21/2023	4 of 4

EXHIBIT C

County: Williamson
Parcel: 335D Part 2
Highway: FM 2243

METES & BOUNDS DESCRIPTION FOR EASEMENT PARCEL 335D PART 2

METES & BOUNDS DESCRIPTION FOR A 0.152 ACRE TRACT OF LAND OUT OF THE ELIJAH D. HARMON SURVEY, ABSTRACT NO. 6, WILLIAMSON COUNTY, TEXAS; BEING A PORTION OF A CALLED 60.000 ACRE TRACT OF LAND DESCRIBED AS TRACT 2 AS CONVEYED TO JNK PROPERTIES 1, LTD. BY CONTRIBUTION DEED RECORDED IN DOCUMENT NUMBER 2021182868 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID TRACT 2 BEING DESCRIBED IN DOCUMENT NUMBER 2003078335 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 0.152 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS AND SHOWN ON THE ATTACHED SKETCH:

COMMENCING for POINT OF REFERENCE at a 1/2-inch iron rod found on the south right-of-way line of Hero Way (f/k/a County Road 269) (width varies) (no deed of record found), at the northwest corner of the above described JNK Tract 2, and at the northeast corner of a called 33.834 acre tract of land described as Tract 1 as conveyed to JNK Properties 1, Ltd. by Contribution Deed recorded in said Document Number 2021182868 of the Official Public Records of Williamson County, Texas, and being described in Document Number 2004028572 of the Official Public Records of Williamson County, Texas, from which a 5/8-inch iron rod with cap stamped "SAM LLC" found at the intersection with the west right-of-way line of Ronald W Reagan Boulevard (width varies) as dedicated by instruments recorded in Document Numbers 2003062377, 2003082332, 2003114403, 2004058038 and 2004069273, all of the Official Public Records of Williamson County, Texas, at the northeast corner of said JNK Tract 2, and at the northwest corner of a called 5.149 acre tract of land described as Parcel 24 as dedicated in said Document Number 2003082332 of the Official Public Records of Williamson County, Texas, bears N 69°41'26" E a distance of 1,374.35 feet, and also from which a 1/2-inch iron rod found at an angle point on the line common to said JNK Tract 1 and said JNK Tract 2, bears S 20°05'44" E a distance of 1,324.23 feet; Thence, over and across said JNK Tract 2, S 79°41'05" E a distance of 775.31 feet to a calculated point (NAD-83, Central Zone Grid Coordinates: N: 10,188,481.80, E: 3,088,716.78) for the northwest corner and **POINT OF BEGINNING** of the herein described tract;

THENCE, continuing over and across said JNK Tract 2, N 75°59'13" E a distance of 46.60 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set at the beginning of a non-tangent curve to the right, 235.53 feet right of FM 2243 baseline station 176+63.65;

THENCE, continuing over and across said JNK Tract 2, along said curve to the right, an arc distance of 36.62 feet, having a radius of 8,051.00 feet, a central angle of 00°15'38" and a chord which bears N 72°03'40" E a distance of 36.62 feet to a calculated point for the northeast corner of the herein described tract, 236.85 feet right of FM 2243 baseline station 177+01.47;

THENCE, continuing over and across said JNK Tract 2, S 00°42'31" E a distance of 83.74 feet to a calculated point at the beginning of a non-tangent curve to the left, for the southeast corner of the herein described tract;

THENCE, continuing over and across said JNK Tract 2, along said curve to the left, an arc distance of 14.46 feet, having a radius of 7,971.00 feet, a central angle of 00°06'14" and a chord which bears S 71°57'45" W a distance of 14.46 feet to a calculated angle point;

THENCE, continuing over and across said JNK Tract 2, S 75°59'13" W a distance of 68.35 feet to a calculated point for the southwest corner of the herein described tract;

THENCE, continuing over and across said JNK Tract 2, N 00°42'31" W a distance of 82.21 feet to the **POINT OF BEGINNING** and containing 0.152 acre (6,641 square feet) of land, more or less.

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

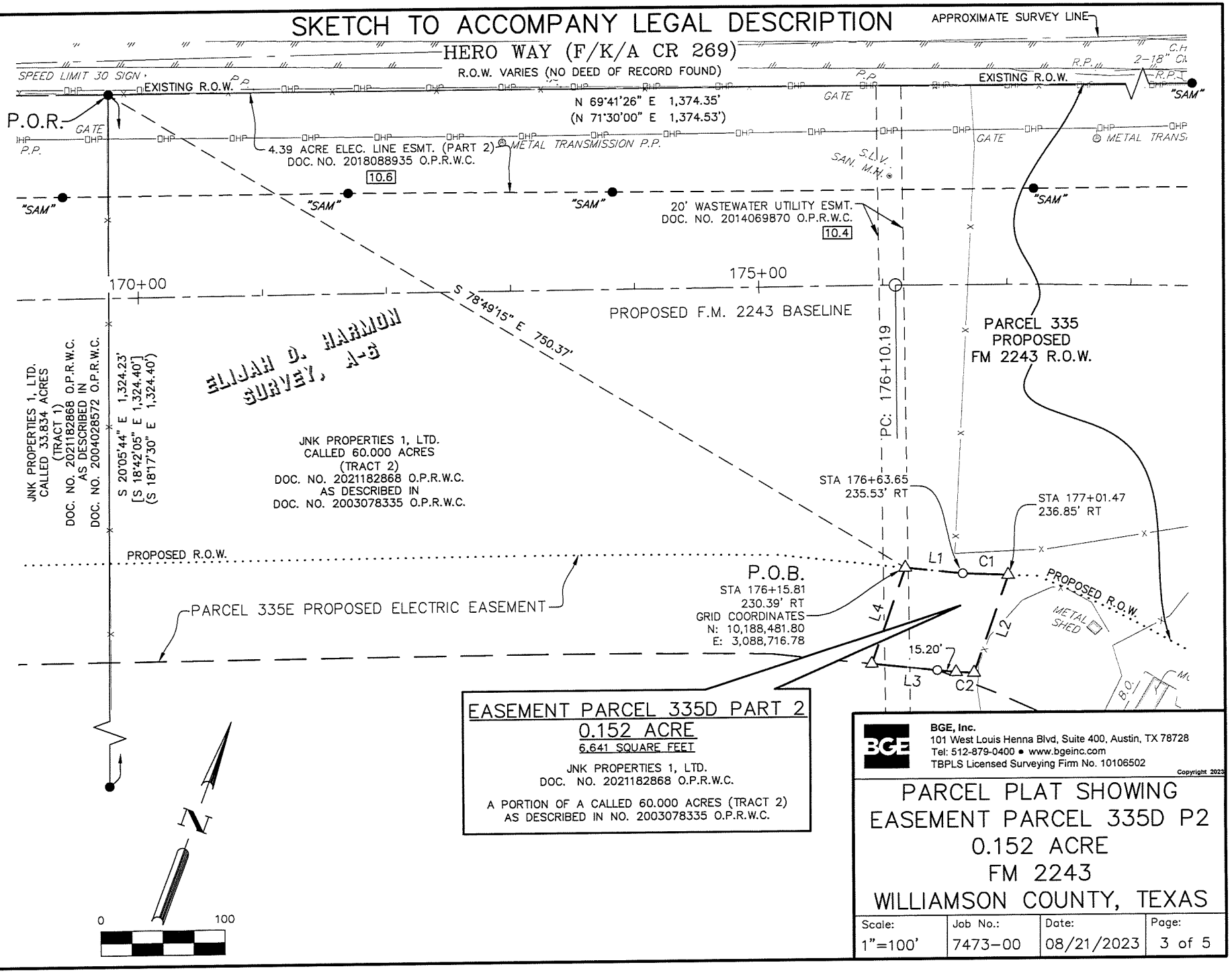
I hereby certify that these notes were prepared by BGE from a survey made on the ground under my supervision on May 12, 2022 and are true and correct to the best of my knowledge. A sketch accompanies this description.

08/21/2023
Date

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

Client:	Williamson County
Date:	August 21, 2023
Project Number:	7473-00

SKETCH TO ACCOMPANY LEGAL DESCRIPTION



EASEMENT PARCEL 335D PART 2
0.152 ACRE
6,641 SQUARE FEET

JNK PROPERTIES 1, LTD.
DOC. NO. 2021182868 O.P.R.W.C.

A PORTION OF A CALLED 60.000 ACRES (TRACT 2)
AS DESCRIBED IN NO. 2003078335 O.P.R.W.C.

BGE, Inc.
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TBPLS Licensed Surveying Firm No. 10106502

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PARCEL PLAT SHOWING
EASEMENT PARCEL 335D P2
0.152 ACRE
FM 2243
WILLIAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	08/21/2023	3 of 5

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LEGEND

B.	BOLLARD
B.O.	BUILDING OVERHANG
C.H.W.	CONCRETE HEADWALL
CMP	CORRUGATED METAL PIPE
M.H.	MANHOLE
P.L.M.	PIPELINE MARKER
P.O.B.	POINT OF BEGINNING
P.O.R.	POINT OF REFERENCE
P.P.	POWER POLE
R.P.	REFLECTOR POST
SAN.	SANITARY
S.L.V.	SANITARY LINE VENT
( )	RECORD INFO., DOC. NO. 2003078335 O.P.R.W.C.
[ ]	RECORD INFO., DOC. NO. 2004028572 O.P.R.W.C.
●	FOUND 1/2" IRON ROD
● *"SAM"*	FOUND 5/8" IRON ROD W/CAP "SAM LLC"
○	SET 1/2" IRON ROD W/CAP "WILCO ROW 5777"
△	CALCULATED POINT
——x——	WIRE FENCE
——OHP——	OVERHEAD POWER
——///	EDGE OF ASPHALT
10.5	SCHEDULE B ITEM

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	N 75°59'13" E	46.60'
L2	S 00°42'31" E	83.74'
L3	S 75°59'13" W	68.35'
L4	N 00°42'31" W	82.21'

CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	36.62'	8,051.00'	0°15'38"	N 72°03'40" E	36.62'
C2	14.46'	7,971.00'	0°06'14"	S 71°57'45" W	14.46'

BGE, Inc.
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TBPLS Licensed Surveying Firm No. 10106502
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PARCEL PLAT SHOWING
EASEMENT PARCEL 335D P2
0.152 ACRE
FM 2243
WILLIAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	08/21/2023	4 of 5

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GENERAL NOTES:

1. BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE 4203, NAD83. DISTANCES SHOWN HEREON ARE IN SURFACE AND CAN BE CONVERTED TO GRID BY DIVIDING BY THE COMBINED SCALE FACTOR = 1.00012

2. A METES AND BOUNDS DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS SKETCH.

3. THIS PARCEL PLAT WAS MADE IN RELIANCE UPON THAT CERTAIN COMMITMENT FOR TITLE INSURANCE ISSUED BY FIRST AMERICAN TITLE GUARANTY COMPANY AND TEXAS NATIONAL TITLE, INC. UNDER G.F. NO. T–164948, DATED EFFECTIVE AUGUST 14, 2023 AND ISSUED ON AUGUST 21, 2023.

RESTRICTIVE COVENANT AND EASEMENT NOTES:

1. RESTRICTIVE COVENANTS OF RECORD ITEMIZED IN VOLUME 824, PAGE 41, AND VOLUME 825, PAGE 566, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, DO NOT AFFECT THE SUBJECT TRACT.

10.2 AN ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT GRANTED TO PEDERNALES ELECTRIC COOPERATIVE, INC. AS DESCRIBED IN VOLUME 799, PAGE 638, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT.

10.3 AN ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT GRANTED TO PEDERNALES ELECTRIC COOPERATIVE, INC. AS DESCRIBED IN VOLUME 799, PAGE 649, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT.

10.4 A WASTEWATER UTILITY EASEMENT GRANTED TO CITY OF LEANDER AS DESCRIBED IN DOCUMENT NO. 2014069870, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.

10.5 AN ELECTRIC LINE EASEMENT AND RIGHT–OF–WAY GRANTED TO LCRA TRANSMISSION SERVICES CORPORATION AS DESCRIBED IN DOCUMENT NO. 2018088934, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT.

10.6 AN ELECTRIC LINE EASEMENT AND RIGHT–OF–WAY GRANTED TO LCRA TRANSMISSION SERVICES CORPORATION AS DESCRIBED IN DOCUMENT NO. 2018088935, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.

10.8 ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN DEVELOPMENT AGREEMENT OF RECORD IN DOCUMENT NO. 2013051965, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT.

10.9 ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN ORDINANCE NO. 18–026–00 OF RECORD IN DOCUMENT NO. 2018041030, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT.

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

08/21/2023

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

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TBPLS Licensed Surveying Firm No. 10106502
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PARCEL PLAT SHOWING
EASEMENT PARCEL 335D P2
0.152 ACRE
FM 2243
WILLIAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
1"=100'	7473–00	08/21/2023	5 of 5

G:\TXC\Projects\County_Williamson\7473-00_RM 2243\06_Survey\04_Finals\Drawings\7473-00_P335D P2_EX1.dwg, 8/21/2023 3:19 PM, Stephen Barger

EXHIBIT D

County: Williamson
Parcel: 335E
Highway: FM 2243

METES & BOUNDS DESCRIPTION FOR EASEMENT PARCEL 335E

METES & BOUNDS DESCRIPTION FOR A 6.124 ACRE TRACT OF LAND OUT OF THE ELIJAH D. HARMON SURVEY, ABSTRACT NO. 6, WILLIAMSON COUNTY, TEXAS; BEING A PORTION OF A CALLED 33.834 ACRE TRACT OF LAND DESCRIBED AS TRACT 1, A PORTION OF A CALLED 60.000 ACRE TRACT OF LAND DESCRIBED AS TRACT 2, AND A PORTION OF A CALLED 10.10 ACRE TRACT OF LAND DESCRIBED AS TRACT 10, ALL AS CONVEYED TO JNK PROPERTIES 1, LTD. BY CONTRIBUTION DEED RECORDED IN DOCUMENT NUMBER 2021182868 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID TRACT 1 BEING DESCRIBED IN DOCUMENT NUMBER 2004028572, SAID TRACT 2 BEING DESCRIBED IN DOCUMENT NUMBER 2003078335, AND SAID TRACT 10 BEING DESCRIBED IN DOCUMENT NUMBER 2006006664, ALL OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 6.124 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS AND SHOWN ON THE ATTACHED SKETCH:

COMMENCING for POINT OF REFERENCE at a 1/2-inch iron rod found on the south right-of-way line of Hero Way (f/k/a County Road 269) (width varies) (no deed of record found), at the northwest corner of the above described JNK Tract 1, and at the northeast corner of a called 4.377 acre tract of land described as Tract 2 as conveyed to The Park at Cypress Creek, LLC by Warranty Deed with Vendor's Lien recorded in Document Number 2021145415 of the Official Public Records of Williamson County, Texas, from which a 1/2-inch iron rod found on the south right-of-way line of said Hero Way, at the northwest corner of a called 26.931 acre tract of land described as Tract 5 as conveyed to JNK Properties 1, LTD. by Contribution Deed recorded in said Document Number 2021182868, and described in Document Number 2004065021, both of the Official Public Records of Williamson County, Texas, and at the northeast corner of a called 27.868 acre tract of land as conveyed to Heroway Crossing LLC by Special Warranty Deed with Vendor's Lien recorded in Document Number 2020158793 of the Official Public Records of Williamson County, Texas, bears S 69°02'16" W a distance of 1,103.77 feet, and from which a 5/8-inch iron rod with cap stamped "SAM LLC" found at an exterior corner of said JNK Tract 1, and at the northwest corner of a called 1.00 acre tract of land described as Tract 8 as conveyed to JNK Properties 1, LTD. by Contribution Deed recorded in said Document Number 2021182868, and described in Document Number 2004077519, both of the Official Public Records of Williamson County, Texas, bears N 70°05'28" E a distance of 201.93 feet; Thence, with the west line of said JNK Tract 1 and the east line of said Park at Cypress Creek Tract 2, S 21°08'16" E a distance of 372.43 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" (NAD-83, Central Zone Grid Coordinates: N: 10,187,884.77, E: 3,087,023.65) set at the most easterly common corner of said Park at Cypress Creek Tract 2 and a called 1.988 acre tract of land described as Tract 1 as conveyed to The Park at Cypress Creek, LLC by Warranty Deed with Vendor's Lien recorded in said Document Number 2021145415 of the Official Public Records of Williamson County, Texas, for the beginning of a non-tangent curve to the left and the northwest corner and **POINT OF BEGINNING** of the herein described tract, 207.05 feet right of FM 2243 baseline station 158+30.50;

THENCE, over and across said JNK Tract 1, along said curve to the left, an arc distance of 696.86 feet, having a radius of 11,137.00 feet, a central angle of 03°35'06" and a chord which bears N 71°12'51" E a distance of 696.75 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set for a point of tangency, 216.00 feet right of FM 2243 baseline station 165+16.88;

THENCE, continuing over and across said JNK Tract 1 and over and across the above described JNK Tract 2, N 69°25'17" E a distance of 792.54 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set for a point of curvature of a curve to the right, 216.00 feet right of FM 2243 baseline station 173+09.42;

THENCE, continuing over and across said JNK Tract 2, along said curve to the right, an arc distance of 203.48 feet, having a radius of 8,063.00 feet, a central angle of 01°26'45" and a chord which bears N 70°08'40" E a distance of 203.48 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set for an angle point, 218.57 feet right of FM 2243 baseline station 175+12.88;

THENCE, continuing over and across said JNK Tract 2, N 75°59'13" E a distance of 150.02 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set for the beginning of a non-tangent curve to the right, 235.53 feet right of FM 2243 baseline station 176+63.65;

THENCE, continuing over and across said JNK Tract 2, along said curve to the right, an arc distance of 59.82 feet, having a radius of 8,051.00 feet, a central angle of 00°25'33" and a chord which bears N 72°08'38" E a distance of 59.82 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set for the beginning of a non-tangent curve to the right and the most northerly corner of the herein described tract, 237.68 feet right of FM 2243 baseline station 177+25.43;

THENCE, continuing over and across said JNK Tract 2, along said curve to the right, an arc distance of 878.59 feet, having a radius of 1,011.00 feet, a central angle of 49°47'30" and a chord which bears S 62°29'25" E a distance of 851.20 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set for an angle point, 836.13 feet right of FM 2243 baseline station 183+79.66;

THENCE, continuing over and across said JNK Tract 2 and over and across the above described JNK Tract 10, S 21°10'54" E a distance of 188.36 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set for a point of curvature of a curve to the left, 1,023.18 feet right of FM 2243 baseline station 184+05.00;

THENCE, continuing over and across said JNK Tract 10, along said curve to the left, an arc distance of 217.97 feet, having a radius of 16,236.00 feet, a central angle of 00°46'09" and a chord which bears S 21°33'58" E a distance of 217.97 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set for the southeast corner of the herein described tract, 1,239.36 feet right of FM 2243 baseline station 184+38.02;

THENCE, continuing over and across said JNK Tract 10, S 68°35'32" W a distance of 80.00 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set for the beginning of a non-tangent curve to the right and the most southerly southwest corner of the herein described tract, 1,249.04 feet right of FM 2243 baseline station 183+42.29;

THENCE, continuing over and across said JNK Tract 10, along said curve to the right, an arc distance of 218.29 feet, having a radius of 16,316.00 feet, a central angle of 00°46'00" and a chord which bears N 21°33'54" W a distance of 218.28 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set for a point of tangency, 1,032.21 feet right of FM 2243 baseline station 183+12.49;

THENCE, continuing over and across said JNK Tract 10 and over and across said JNK Tract 2, N 21°10'54" W a distance of 98.07 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set for the beginning of a non-tangent curve to the left, 934.69 feet right of FM 2243 baseline station 183+00.51;

THENCE, continuing over and across said JNK Tract 2, along said curve to the left, an arc distance of 900.75 feet, having a radius of 911.00 feet, a central angle of 56°39'05" and a chord which bears N 61°53'29" W a distance of 864.51 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set for an angle point, 313.71 feet right of FM 2243 baseline station 176+41.86;

THENCE, continuing over and across said JNK Tract 2, S 75°59'13" W a distance of 134.08 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set for the beginning of a non-tangent curve to the left, 298.45 feet right of FM 2243 baseline station 175+07.30;

THENCE, continuing over and across said JNK Tract 2, along said curve to the left, an arc distance of 197.90 feet, having a radius of 7,983.00 feet, a central angle of 01°25'13" and a chord which bears S 70°07'54" W a distance of 197.89 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set for a point of tangency, 296.00 feet right of FM 2243 baseline station 173+09.42;

THENCE, continuing over and across said JNK Tract 2 and over and across said JNK Tract 1, S 69°25'17" W a distance of 792.54 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set for a point of curvature of a curve to the right, 296.00 feet right of FM 2243 baseline station 165+16.88;

THENCE, continuing over and across said JNK Tract 1, along said curve to the right, an arc distance of 696.07 feet, having a radius of 11,217.00 feet, a central angle of 03°33'20" and a chord which bears S 71°11'57" W a distance of 695.96 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set on the west line of said JNK Tract 1 and the east line of said Park at Cypress Creek Tract 1 for the most westerly southwest corner of the herein described tract, 287.12 feet right of FM 2243 baseline station 158+35.12, from which a 1/2-inch iron rod found at an angle point on the line common to said JNK Tract 1 and a called 20.00 acre tract of land described as Tract 4 as conveyed to JNK Properties 1, LTD. by Contribution Deed recorded in said Document Number 2021182868, and described in Document Number 2004065019, both of the Official Public Records of Williamson County, Texas, bears S 21°08'16" E a distance of 329.42 feet;

THENCE, with the west line of said JNK Tract 1 and the east line of said Park at Cypress Creek Tract 1, N 21°08'16" W a distance of 80.21 feet to the **POINT OF BEGINNING** and containing 6.124 acres (266,744 square feet) of land more or less.

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

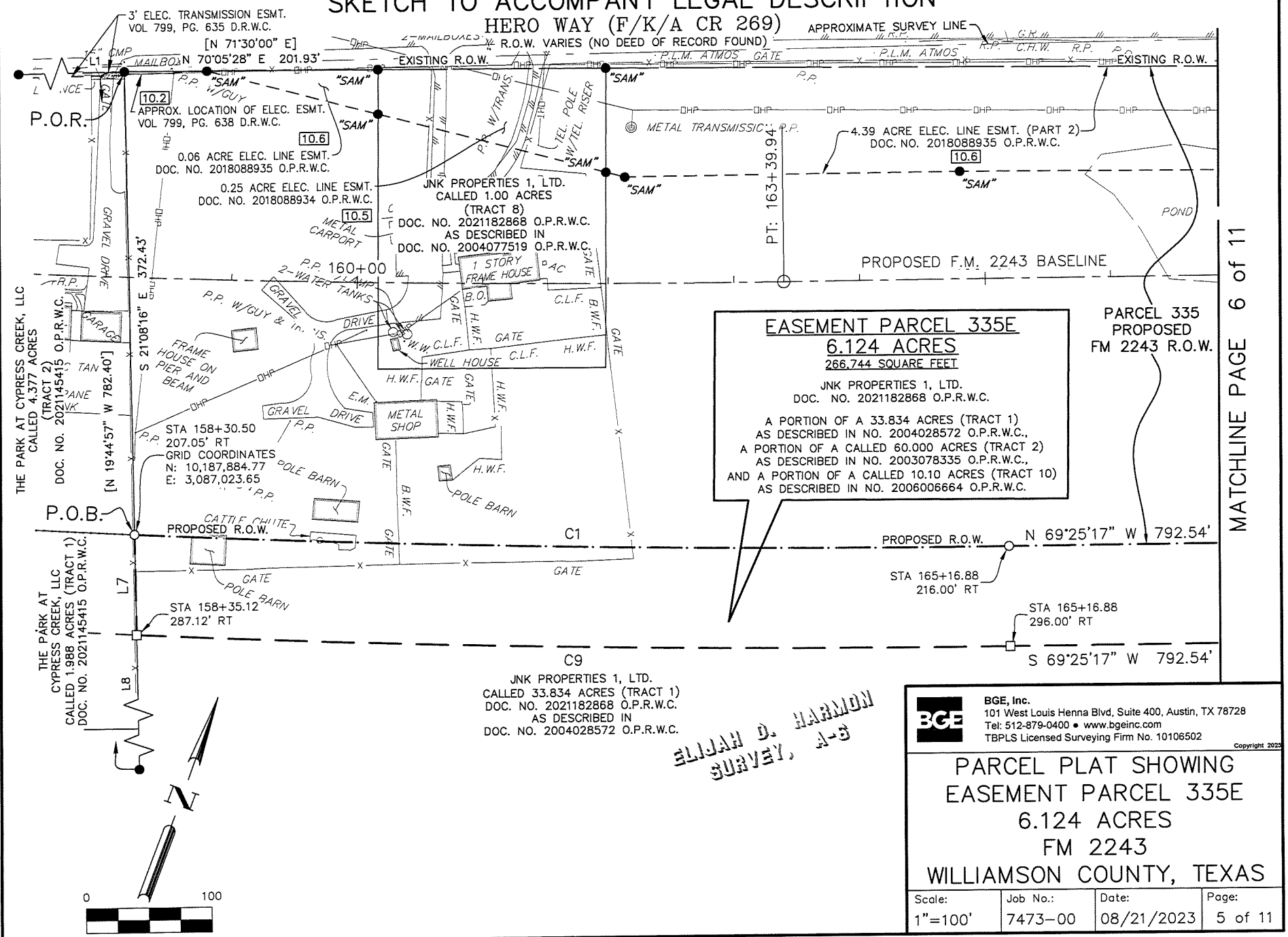
I hereby certify that these notes were prepared by BGE from a survey made on the ground under my supervision on May 12, 2022 and are true and correct to the best of my knowledge. A sketch accompanies this description.

08/21/2023
Date

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

Client:	Williamson County
Date:	August 21, 2023
Project Number:	7473-00

SKETCH TO ACCOMPANY LEGAL DESCRIPTION



EASEMENT PARCEL 335E
6.124 ACRES
266,744 SQUARE FEET

JNK PROPERTIES 1, LTD.
DOC. NO. 2021182868 O.P.R.W.C.

A PORTION OF A 33.834 ACRES (TRACT 1)
AS DESCRIBED IN NO. 2004028572 O.P.R.W.C.,
A PORTION OF A CALLED 60.000 ACRES (TRACT 2)
AS DESCRIBED IN NO. 2003078335 O.P.R.W.C.,
AND A PORTION OF A CALLED 10.10 ACRES (TRACT 10)
AS DESCRIBED IN NO. 2006006664 O.P.R.W.C.

PARCEL 335
PROPOSED
FM 2243 R.O.W.

MATCHLINE PAGE 6 of 11

ELIJAH D. HARMON SURVEY, A-6

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EASEMENT PARCEL 335E
6.124 ACRES
FM 2243
WILLIAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	08/21/2023	5 of 11

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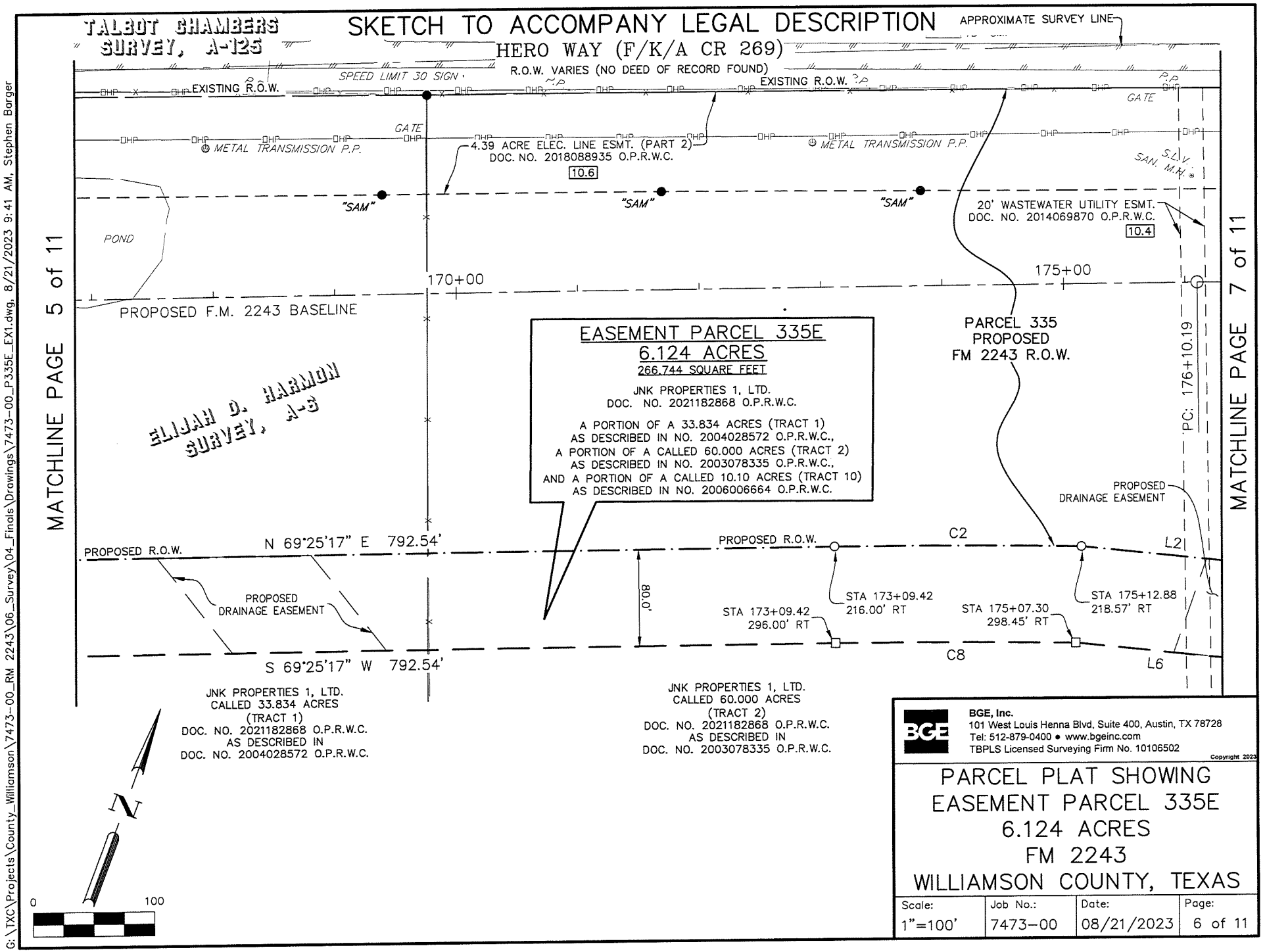

MATCHLINE PAGE 5 of 11

MATCHLINE PAGE 7 of 11

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FM 2243
WILLIAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	08/21/2023	6 of 11

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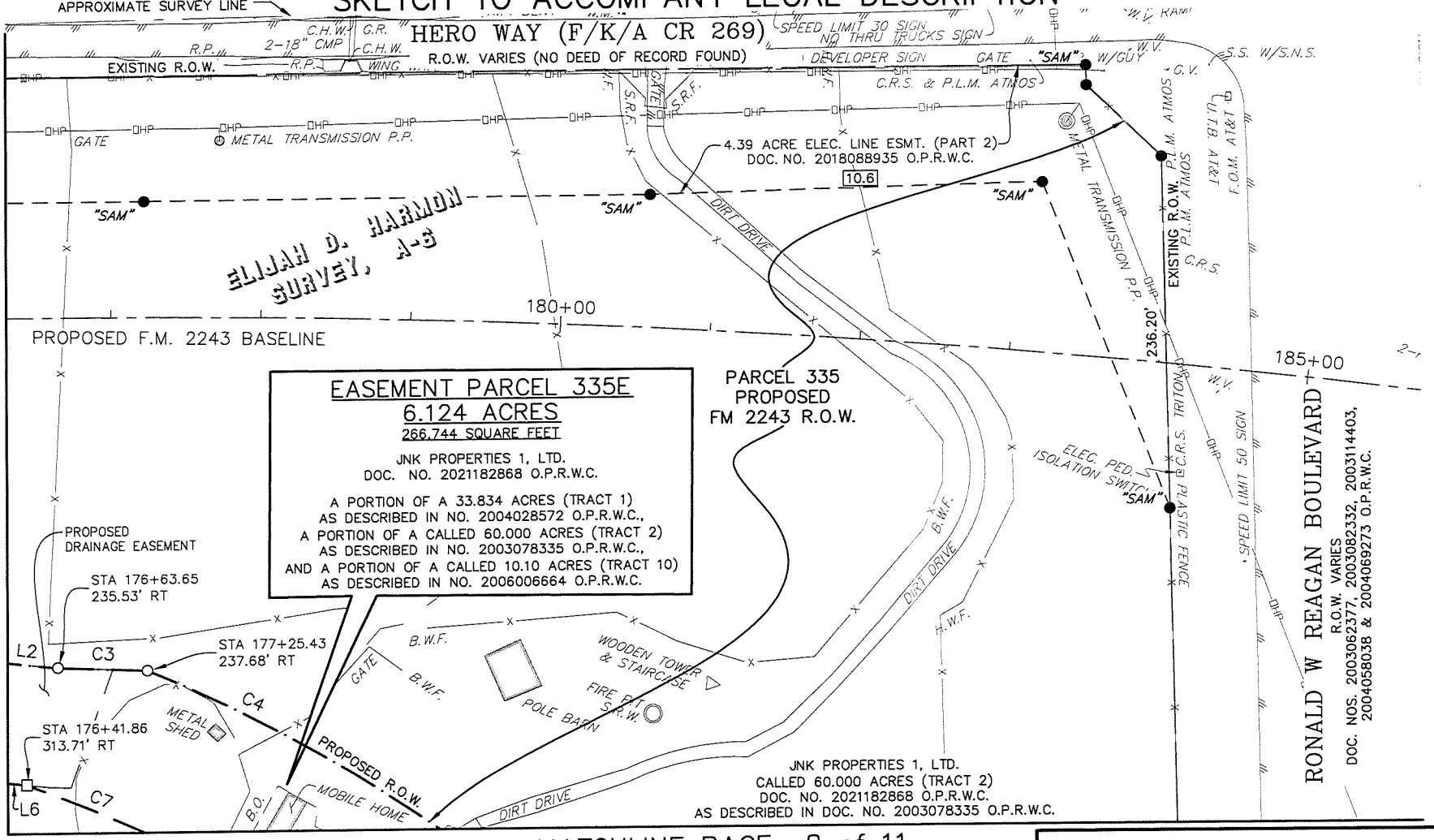

MATCHLINE PAGE 6 of 11

MATCHLINE PAGE 8 of 11

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Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	08/21/2023	7 of 11

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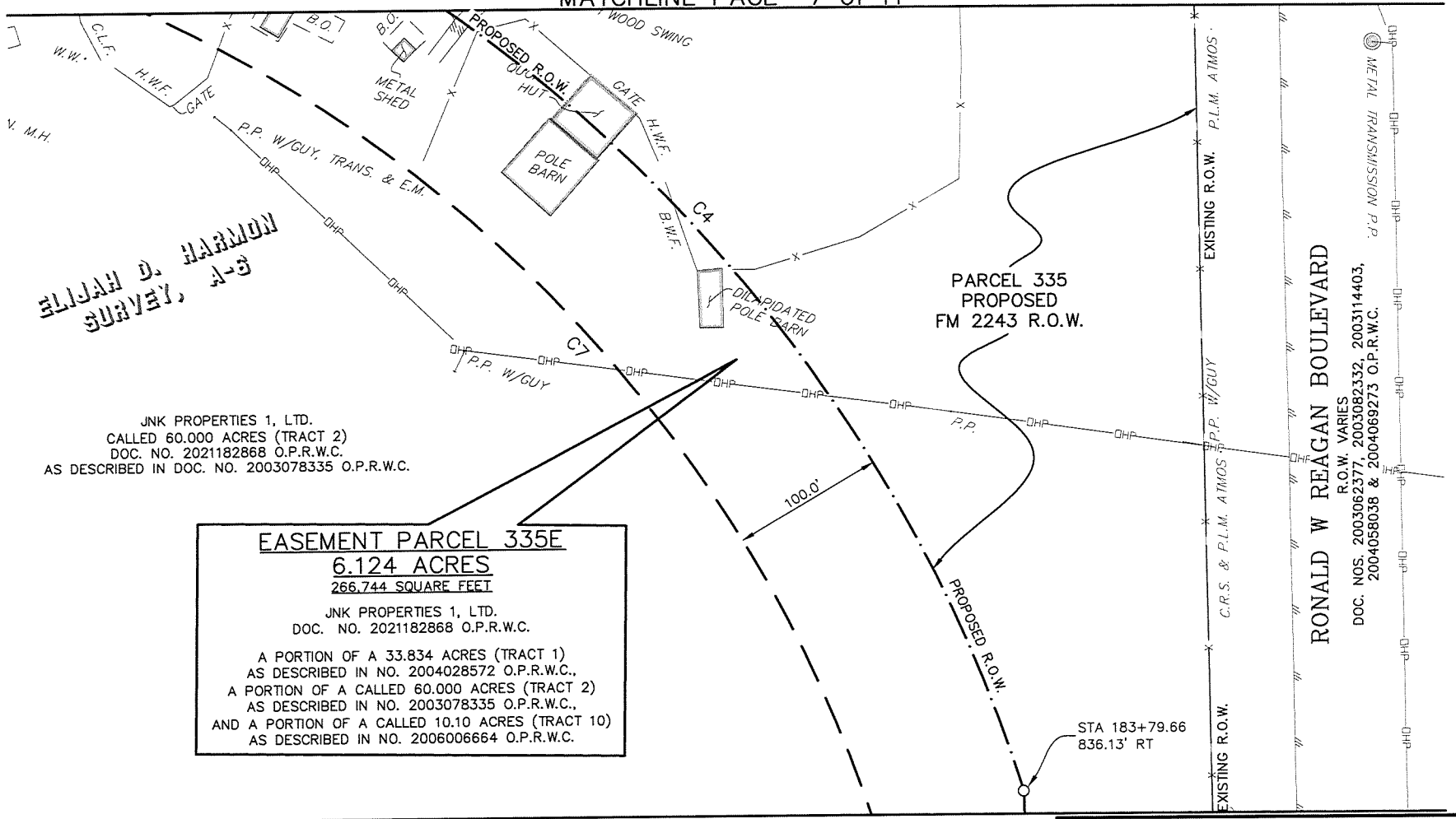
SKETCH TO ACCOMPANY LEGAL DESCRIPTION

MATCHLINE PAGE 7 of 11



EASEMENT PARCEL 335E
6.124 ACRES
266,744 SQUARE FEET

JNK PROPERTIES 1, LTD.
DOC. NO. 2021182868 O.P.R.W.C.

A PORTION OF A 33.834 ACRES (TRACT 1)
AS DESCRIBED IN NO. 2004028572 O.P.R.W.C.,
A PORTION OF A CALLED 60.000 ACRES (TRACT 2)
AS DESCRIBED IN NO. 2003078335 O.P.R.W.C.,
AND A PORTION OF A CALLED 10.10 ACRES (TRACT 10)
AS DESCRIBED IN NO. 2006006664 O.P.R.W.C.

MATCHLINE PAGE 9 of 11

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Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	08/21/2023	8 of 11

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SKETCH TO ACCOMPANY LEGAL DESCRIPTION

MATCHLINE PAGE 8 of 11

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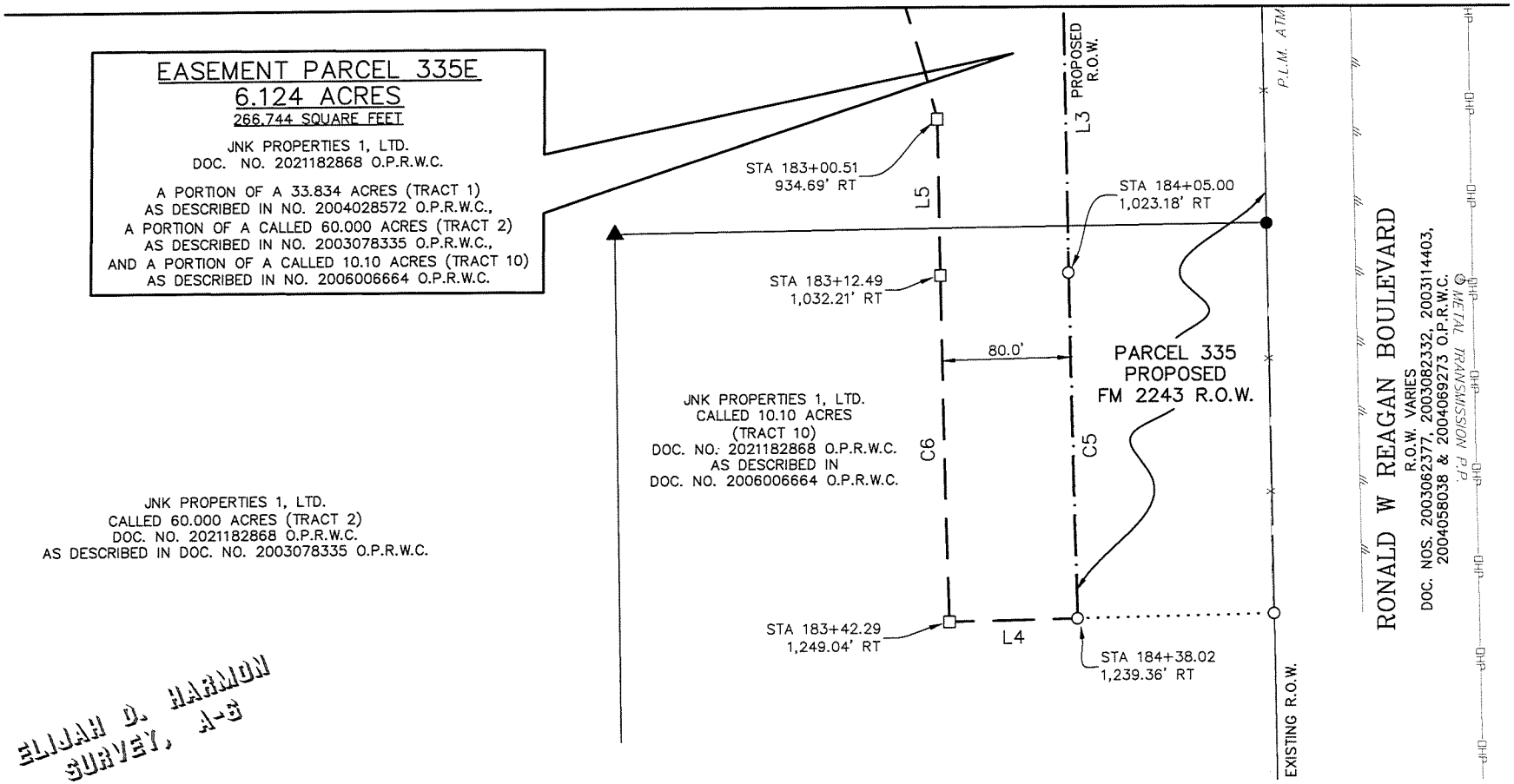
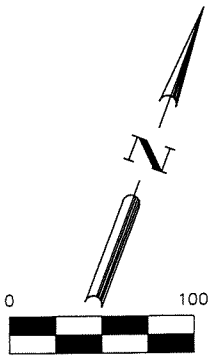


ELIJAH D. HARMON
SURVEY, A-8



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Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	08/21/2023	9 of 11

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LEGEND

B.	BOLLARD
BLDG.	BUILDING
B.O.	BLDG. OVERHANG
B.P.	BRICK PAVERS
B.W.F.	BARBED WIRE FENCE
C.H.W.	CONCRETE HEADWALL
C.L.F.	CHAIN LINK FENCE
CMP	CORRUGATED METAL PIPE
C.R.S.	CATHODIC READING STATION
DOC.	DOCUMENT
E.M.	ELECTRIC METER
ELEC.	ELECTRIC
ESMT.	EASEMENT
F.O.M.	FIBER OPTIC MARKER
G.P.	GATE POST
G.V.	GAS VALVE
H.W.F.	HOG WIRE FENCE
M.H.	MANHOLE
PED.	PEDESTAL
P.L.M.	PIPELINE MARKER
P.O.B.	POINT OF BEGINNING
P.P.	POWER POLE
RCP	REINFORCED CONCRETE PIPE
R.P.	REFLECTOR POST
SAN.	SANITARY
S.L.V.	SANITARY LINE VENT
S.R.W.	STONE RETAINING WALL
S.R.F.	SPLIT RAIL FENCE
S.S.	STOP SIGN
TEL.	TELEPHONE
TRANS.	TRANSFORMER
U.T.B.	UNDERGROUND TELEPHONE BOX
W.M.	WATER METER
W.V.	WATER VALVE
W.W.	WATER WELL
[ ]	RECORD INFO., DOC. NO. 2004028572 O.P.R.W.C.
●	FOUND 1/2" IRON ROD
● *"SAM"*	FOUND 5/8" IRON ROD W/CAP "SAM LLC"
● *"DIAMOND"*	FOUND 1/2" IRON ROD W/CAP "DIAMOND SURVEYING"
○	SET 1/2" IRON ROD W/CAP "WILCO ROW 5777"
□	SET 1/2" IRON ROD W/CAP "BGE INC"
▲	FOUND 60D NAIL
——x——	WIRE FENCE
——o——	METAL FENCE
——OHT——	OVERHEAD TELEPHONE
——OHP——	OVERHEAD POWER
——//——	EDGE OF ASPHALT

LINE TABLE

NUMBER	BEARING	DISTANCE
L1	S 69°02'16" W	1,103.77'
L2	N 75°59'13" E	150.02'
L3	S 21°10'54" E	188.36'
L4	S 68°35'32" W	80.00'
L5	N 21°10'54" W	98.07'
L6	S 75°59'13" W	134.08'
L7	N 21°08'16" W	80.21'
L8	S 21°08'16" E	329.42'

CURVE TABLE

NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	696.86'	11,137.00'	3°35'06"	N 71°12'51" E	696.75'
C2	203.48'	8,063.00'	1°26'45"	N 70°08'40" E	203.48'
C3	59.82'	8,051.00'	0°25'33"	N 72°08'38" E	59.82'
C4	878.59'	1,011.00'	49°47'30"	S 62°29'25" E	851.20'
C5	217.97'	16,236.00'	0°46'09"	S 21°33'58" E	217.97'
C6	218.29'	16,316.00'	0°46'00"	N 21°33'54" W	218.28'
C7	900.75'	911.00'	56°39'05"	N 61°53'29" W	864.51'
C8	197.90'	7,983.00'	1°25'13"	S 70°07'54" W	197.89'
C9	696.07'	11,217.00'	3°33'20"	S 71°11'57" W	695.96'

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Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	08/21/2023	10 of 11

G:\TXC\Projects\County_Williamson\7473-00_RM 2243\06_Survey\04_Finals\Drawings\7473-00_P335E_EX1.dwg, 8/21/2023 9:41 AM, Stephen Barger

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GENERAL NOTES:

1. BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE 4203, NAD83. DISTANCES SHOWN HEREON ARE IN SURFACE AND CAN BE CONVERTED TO GRID BY DIVIDING BY THE COMBINED SCALE FACTOR = 1.00012

2. A METES AND BOUNDS DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS SKETCH.

3. THIS PARCEL PLAT WAS MADE IN RELIANCE UPON THAT CERTAIN COMMITMENT FOR TITLE INSURANCE ISSUED BY FIRST AMERICAN TITLE GUARANTY COMPANY AND TEXAS NATIONAL TITLE, INC. UNDER G.F. NO. T-164948, DATED EFFECTIVE JULY 24, 2022 AND ISSUED ON JULY 31, 2022.

RESTRICTIVE COVENANT AND EASEMENT NOTES:

1. RESTRICTIVE COVENANTS OF RECORD ITEMIZED IN VOLUME 824, PAGE 41, AND VOLUME 825, PAGE 566, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT.

10.2 AN ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT GRANTED TO PEDERNALES ELECTRIC COOPERATIVE, INC. AS DESCRIBED IN VOLUME 799, PAGE 638, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.

10.3 AN ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT GRANTED TO PEDERNALES ELECTRIC COOPERATIVE, INC. AS DESCRIBED IN VOLUME 799, PAGE 649, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT.

10.4 A WASTEWATER UTILITY EASEMENT GRANTED TO CITY OF LEANDER AS DESCRIBED IN DOCUMENT NO. 2014069870, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.

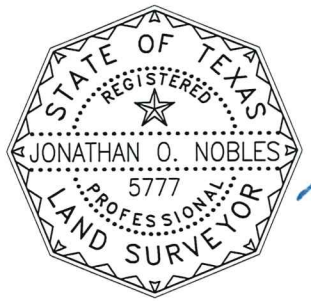
10.5 AN ELECTRIC LINE EASEMENT AND RIGHT-OF-WAY GRANTED TO LCRA TRANSMISSION SERVICES CORPORATION AS DESCRIBED IN DOCUMENT NO. 2018088934, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.

10.6 AN ELECTRIC LINE EASEMENT AND RIGHT-OF-WAY GRANTED TO LCRA TRANSMISSION SERVICES CORPORATION AS DESCRIBED IN DOCUMENT NO. 2018088935, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.

10.8 ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN DEVELOPMENT AGREEMENT OF RECORD IN DOCUMENT NO. 2013051965, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT.

10.9 ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN ORDINANCE NO. 18-026-00 OF RECORD IN DOCUMENT NO. 2018041030, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT.

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



08/21/2023

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

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101 West Louis Henna Blvd, Suite 400, Austin, TX 78728
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Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	08/21/2023	11 of 11

Commissioners Court - Regular Session **69.**

Meeting Date: 01/09/2024

CR 279 @ Bagdad Rd. purchase contracts

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 2 real estate contracts with C. Dudley and Sharon K. Harvey for right of way needed on the CR 279 @ Bagdad Rd. project (Parcels 27 & 28). Funding Source: Road Bonds P343

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

contract

contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	01/04/2024 09:24 AM
Form Started By: Charlie Crossfield		Started On: 01/03/2024 01:33 PM
Final Approval Date: 01/04/2024		

REAL ESTATE CONTRACT

CR 279 @ Bagdad Rd. Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by and between **C. DUDLEY HARVEY AND SHARON K. HARVEY** (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 0.216-acre (9,387 square foot) tract of land, out of and situated in the Joseph Lee Survey, Abstract No. 393, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A" attached hereto and incorporated herein (**Parcel 27**);

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-EIGHT THOUSAND THREE HUNDRED THIRTY and 00/100 Dollars ($38,330.00)**.

Payment of Purchase Price

2.02. The Purchase Price shall be payable in cash or other readily available funds at the Closing.

2.03. Driveway Construction. As an obligation that shall survive the Closing of this transaction, Purchaser agrees that as part of the proposed construction of improvements to County Road 279 upon the Property, it shall cause a driveway to be built between the edge of proposed roadway improvements and the remaining property of Seller. The driveway shall otherwise be constructed in the location and according to the specifications as shown in Exhibit "B" attached hereto and incorporated herein. The driveway described herein shall be the same driveway that is described in that certain Driveway/Access Application for Permit dated May 8, 2020, and attached hereto and incorporated herein as Exhibit "C." By execution of this Agreement Seller shall allow Purchaser, its agents, and contractors to temporarily access the remaining property of Seller solely in the location and for the purposes and time period necessary to carry out the obligations of this paragraph.

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 December 31, 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 "D" 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.

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 December 31, 2023, to enter and possess the Property 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:

C. DUDLEY HARVEY

By: C. Dudley Harvey

Name: C. DUDLEY HARVEY

Date: 12/28/23

Address: 231 NEAL DR.
LIBERTY HILL, TX. 78642

SELLER:

SHARON K. HARVEY

By: Sharon K. Harvey

Name: Sharon Harvey

Date: 12-28-23

Address: 231 Neal Dr.
Liberty Hill, Tx. 78642

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr.
County Judge

Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

Date: _____

County: Williamson
Parcel : 27 – C. Dudley Harvey & Sharon K. Harvey
Highway: Bagdad Rd (CR 279)

EXHIBIT A
PROPERTY DESCRIPTION

DESCRIPTION OF A 0.216 ACRE (9,387 SQUARE FOOT) PARCEL OF LAND SITUATED IN THE JOSEPH LEE SURVEY, ABSTRACT NO. 393 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 6.000 ACRE TRACT OF LAND DESCRIBED IN A GENERAL WARRANTY DEED TO C. DUDLEY HARVEY AND SHARON K. HARVEY RECORDED IN DOCUMENT NO. 2018067810 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.216 ACRE (9,387 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 98.40 feet left of Bagdad Road Baseline Station 229+43.74 being in the proposed westerly Right-of-Way (ROW) line of Bagdad Road (variable width ROW) (Grid Coordinates determined as N=10,202,097.93 E=3,060,080.93), being in the southerly boundary line of the remainder of that called 5.00 acre tract of land described in a Deed to Liberty Chapel A.M.E. Church recorded in Volume 95, Page 230 of the Deed Records of Williamson County, Texas, same being the northerly boundary line of said 6.000 acre tract, for the northwesterly corner and **POINT OF BEGINNING** of the herein described parcel and from which a 1/2" iron rod found, being the southwesterly corner of the remainder of said 5.00 acre tract, same being the northwesterly corner of said 6.000 acre tract bears S 69°43'30" W at a distance of 841.72 feet;

1) **THENCE,** departing said proposed ROW line, with the common boundary line of the remainder of said 5.00 acre tract, and said 6.000 acre tract, **N 69°43'30" E,** for a distance of **26.46** feet to a calculated point, in the existing westerly ROW line of County Road (C.R.) 279 (Bagdad Road) (variable width ROW), being the northwesterly corner of that called 0.05 acre ROW tract described in a deed to County Judge John Doerfler recorded in Document No. 1997033109 of the Official Records of Williamson County, Texas, also being the northeasterly corner of said 6.000 acre tract, for the northeasterly corner of the herein described parcel;

2) **THENCE,** departing the remainder of said 5.00 acre tract, with said existing ROW line, being the easterly boundary line of said 6.000 acre tract, same being the westerly line of said 0.05 acre ROW tract **S09°59'17" E,** at a distance of 7.22 feet pass a 1/2" iron rod found and continuing for a total distance of **318.94** feet to a 1/2" iron rod found, being the northeasterly corner of that called 4.46 acre tract of land described in a General Warranty Deed to Dudley Harvey and Sharon Harvey recorded in Document No. 2009060696 of the Official Public Records of Williamson County, Texas, same being the southeasterly corner of said 6.000 acre tract, also being the southwesterly corner of said 0.05 acre tract, for the southeasterly corner of the herein described parcel;

3) **THENCE,** departing said existing westerly ROW line, with the common boundary line of said 4.46 acre tract and said 6.000 acre tract, **S 69°45'55" W,** for a distance of **33.36** feet to an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 106.45 feet left of Bagdad Road Baseline Station 226+23.62, in said proposed westerly ROW line, for the southwesterly corner of the herein described parcel and from which a 1/2" iron rod found, being the northwesterly corner of said 4.46 acre tract, same being the southwesterly corner of said 6.000 acre tract bears S 69°45'55" W at a distance of 777.52 feet;

4) **THENCE,** departing said 4.46 acre tract, with said proposed westerly ROW line, through the interior of said 6.000 acre tract, **N 08°46'21" W,** for a distance of **320.22** feet to the **POINT OF BEGINNING,** containing 0.216 acres (9,387 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

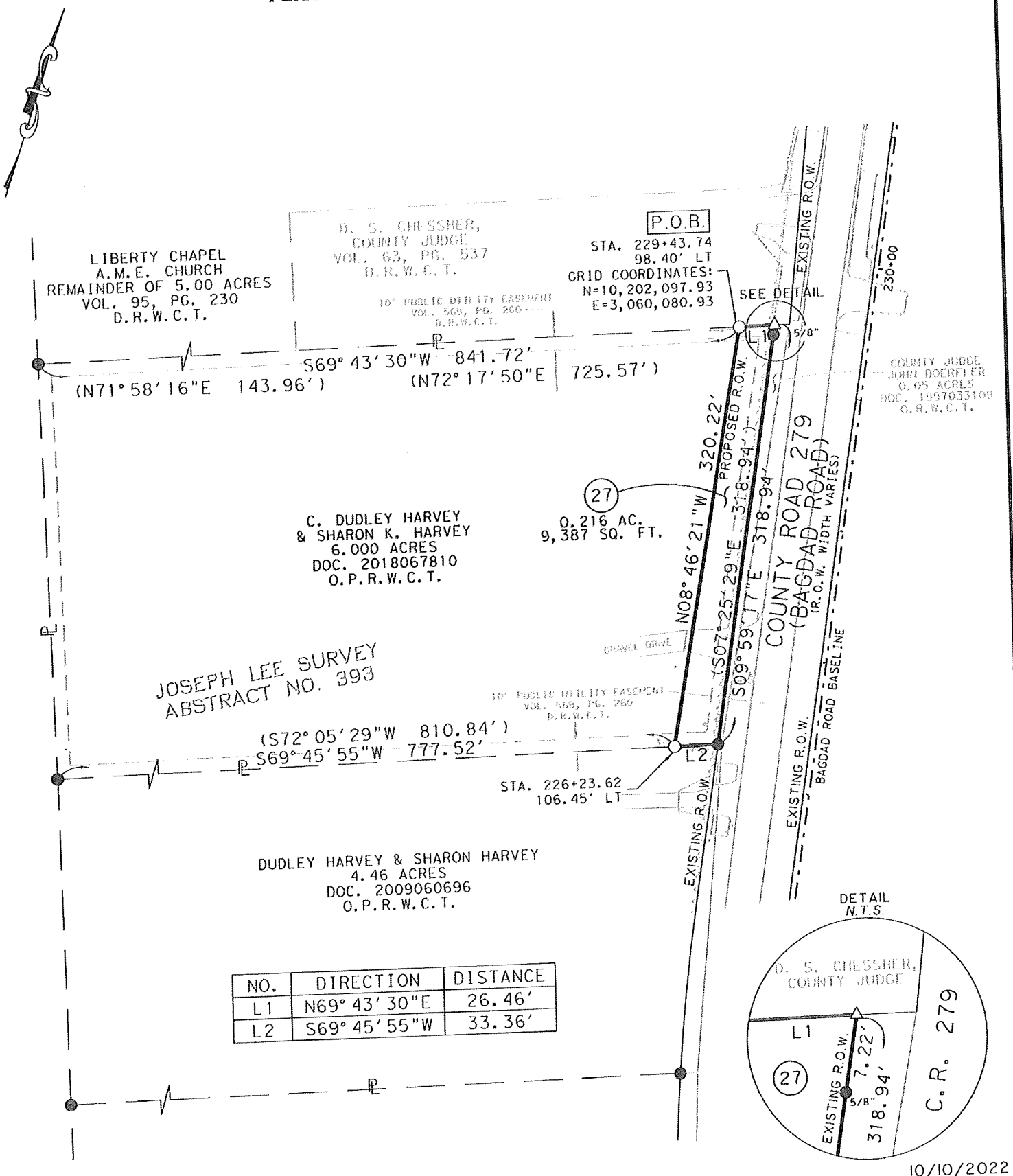
M. Stephen Truesdale Date
Registered Professional Land Surveyor No. 4933
Licensed State Land Surveyor
Inland Geodetics
Firm Registration No: 100591-00
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681

STATE OF TEXAS REGISTERED M. STEPHEN TRUESDALE 4933 PROFESSIONAL LAND SURVEYOR

S:_BINKLEY & BARFIELD\BAGDAD ROAD 2020\PARCELS\PARCEL 27-HARVEY\PARCEL 27-HARVEY.doc

EXHIBIT " A "

PLAT TO ACCOMPANY PARCEL DESCRIPTION



NO.	DIRECTION	DISTANCE
L1	N69° 43' 30"E	26.46'
L2	S69° 45' 55"W	33.36'

10/10/2022

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

C. DUDLEY HARVEY & SHARON K. HARVEY

SCALE	PROJECT	COUNTY
1" = 100'	BAGDAD ROAD	WILLIAMSON

PARCEL 27
0.216 ACRES
9,387 Sq. Ft.

EXHIBIT " A "

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-165833, ISSUED BY FIRST AMERICAN TITLE GUARANTY COMPANY, EFFECTIVE DATE AUGUST 02, 2022, ISSUE DATE AUGUST 11, 2022".

(10)2. BUILDING SETBACK LINE(S) AS PROVIDED IN RESTRICTIONS OF RECORD IN VOLUME 544, PAGE 56 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO, RESTRICTIONS EXPIRE JANUARY 2000.

3. A 10 FOOT WIDE UTILITY EASEMENT ALONG THE LINES OF ALL TRACTS AS DESCRIBED IN VOLUME 544, PAGE 56 AND VOLUME 569, PAGE 260 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.

4. AN ELECTRIC AND/OR TELEPHONE TRANSMISSION DISTRIBUTION LINE OR SYSTEM EASEMENT GRANTED TO PEDERNALES ELECTRIC COOPERATIVE, INC. AS DESCRIBED IN VOLUME 542, PAGE 231, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, SUBJECT TO.

5. AN AERIAL UTILITY EASEMENT GRANTED TO PEDERNALES ELECTRIC COOPERATIVE, INC. AS DESCRIBED IN DOCUMENT NOS. 2016043895, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, FROM IT'S DESCRIPTION CAN NOT BE LOCATED.

8. ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN ORDINANCE NO. 05-0-54 IN DOCUMENT NO. 2005066228 AND FURTHER RATIFIED BY ORDINANCE NO. 06-0-12, RECORDED IN DOCUMENT NO. 2006013010, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, SUBJECT TO.

9. ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN ORDINANCE NO. 16-035-00 OF RECORD IN DOCUMENT NO. 2017011280 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

10. ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN RIGHT-OF-WAY DEED OF RECORD IN DOCUMENT NO. 9733109 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

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

DATE

M. STEPHEN TRUESDALE
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

10/10/2022

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

C. DUDLEY HARVEY & SHARON K. HARVEY

SCALE	PROJECT	COUNTY
1" = 100'	BAGDAD ROAD	WILLIAMSON

PARCEL 27
0.216 ACRES
9,387 Sq. Ft.

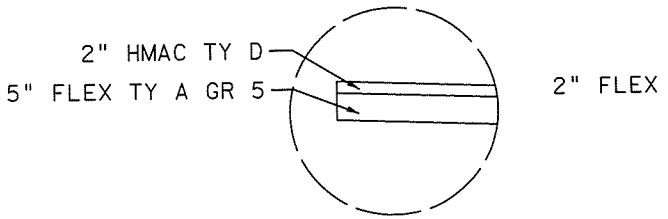
EXHIBIT B

100% SUBMITTAL
PLOTDRIVER: TxDOT_Waco_PDF_Gray.plt
PENTABLE: Bagdad.tbl
USER: dhughes

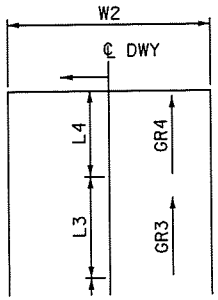
DRIVEWAY DETAILS

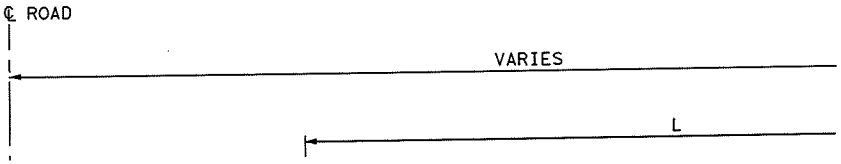
DRIVEWAY NUMBER	P&P SHEET NO.	STATION @ EOP	DRIVEWAY TYPE	PVMNT.	PROP WIDTH @ ROADWAY (W1)	PROP WIDTH @ DRIVEWAY END (W2)	DRIVEWAY AREA	PROP RADIUS (LT)	PROP RADIUS (RT)	SKEW (DEGREES)	OVERALL LENGTH (L)	LENGTH (L1)	LENGTH (L2)	LENGTH (L3)	LENGTH (L4)	GRADE (G1)
					(FT)	(FT)	(SF)	(FT)	(FT)	(°)	(FT)	(FT)	(FT)	(FT)	(FT)	(%)
1	1 OF 10	198+43.38	RESIDENTIAL	ASPH.	59.43	14.00	915.68	25.00	20.00	78.4	48.22	3.32	43.24	1.66		-1.50
2	2 OF 10	205+75.81	RESIDENTIAL	ASPH.	66.26	14.53	805.45	25.00	25.00	75.0	35.23	10.35	* 10.35	14.52		6.52
3	2 OF 10	207+10.68	RESIDENTIAL	ASPH.	65.81	14.00	807.14	25.00	25.00	76.5	35.96	10.28	* 10.28	15.39		5.65
4	3 OF 10	218+78.31	RESIDENTIAL	ASPH.	51.96	14.00	2298.38	15.00	25.00							SE
5	3 OF 10	220+87.57	RESIDENTIAL	ASPH.	64.02	14.00	1239.15	25.00	25.00	88.60	69.32	51.06	* 10.01	8.25		5.51
6	3 OF 10	222+29.06	RESIDENTIAL	CONC.	64.00	14.00	1200.86	25.00	25.00							SE
7	3 OF 10	222+65.59	RESIDENTIAL	ASPH.	58.71	14.00	1082.75	15.00	25.00		63.54	12.00	51.54			-2.00
7B	3 OF 10	224+56.84	COMMERCIAL	ASPH.	44.00	14.00	934.34	15.00	15.00		59.87	8.00	51.87			-2.00
7C	3 OF 10	227+59.95	RESIDENTIAL	CONC.	44.00	14.00	866.80	15.00	15.00		55.00	3.88	51.12			-2.00
8	3 OF 10	223+71.23	COMMERCIAL	ASPH.	62.88	14.00	1282.87	25.00	25.00	78.7	70.75	55.40	* 10.17	4.59	0.59	4.00
9	3 OF 10	224+28.18	COMMERCIAL	CONC.	63.67	16.00	1461.33	25.00	25.00	87.6	74.51	52.90	* 10.02	6.82	4.77	5.44
10	3 OF 10	225+93.35	COMMERCIAL	ASPH.	64.70	14.00	1288.03	25.00	25.00	81.6	71.87	48.17	* 10.15	13.55		2.12
11	3 OF 10	227+03.99	COMMERCIAL	CONC.	47.00	18.00	1518.01	25.00	25.00		69.43	43.82	* 10.00	15.61		-0.40
12	4 OF 10	229+26.94	COMMERCIAL	ASPH.	69.29	15.00	2660.94	30.00	15.00							SE
12B	4 OF 10	229+34.69	RESIDENTIAL	ASPH.			568.44				41.06	41.06				-5.41
13	4 OF 10	237+02.42	RESIDENTIAL	ASPH.	64.00	14.00	1061.79	25.00	25.00		56.68	8.00	30.00	18.68		-2.00
14	4 OF 10	239+18.37	RESIDENTIAL	ASPH.	65.00	14.20	1099.42	25.00	25.00	80.2	58.05	8.12	30.44	19.49		-2.46
15	5 OF 10	251+62.27	RESIDENTIAL	CONC.	64.00	14.00	1706.75	25.00	25.00	84.0	100.90	79.38	* 10.00	11.52	3.55	8.23
16	6 OF 10	256+54.63	RESIDENTIAL	ASPH.	64.00	14.02	1125.78	25.00	25.00		61.24	12.00	49.24			-2.02
17	6 OF 10	259+17.80	RESIDENTIAL	ASPH.	64.36	14.08	1188.04	25.00	25.00		58.15	45.25	* 10.05	2.85	7.13	4.37
18	7 OF 10	268+64.00	COMMERCIAL	ASPH.	90.00	30.00	2222.00	30.00	30.00		61.19	12.00	30.00	19.19		-2.00
18A	7 OF 10	264+74.24	RESIDENTIAL	ASPH.	64.00	14.01	1302.87	25.00	25.00		73.90	12.00	61.90			-2.01
19	7 OF 10	270+86.64	COMMERCIAL	ASPH.	88.80	30.00	2195.54	30.00	30.00		60.76	12.01	48.75			-2.02

*** SUP GRADE AT DRIVEWAY MEET ADA REQUIREMENTS**



DRIVEWAY PVMT
STRUCTURE-ASPHALT





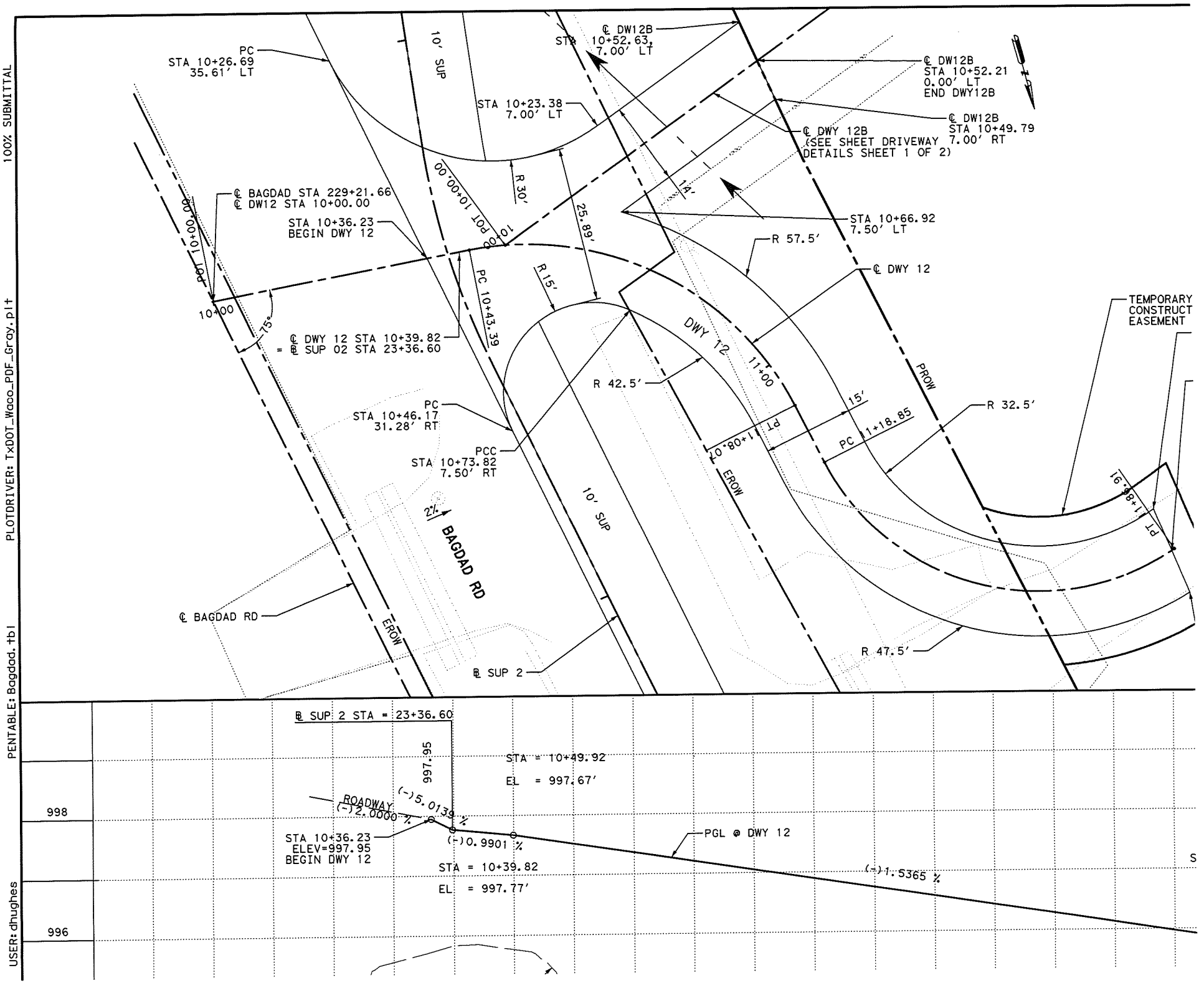

100% SUBMITTAL
PLOTDRIVER: TxDOT_Waco_PDF_Gray.plt
PENTABLE: Bagdad.tbl
USER: dhughes
PC
STA 10+26.69
35.61' LT
10' SUP
℄ DW12B
STA 10+52.63,
7.00' LT
℄ DW12B
STA 10+52.21
0.00' LT
END DWY12B
℄ DW12B
STA 10+49.79
℄ DWY 12B
(SEE SHEET DRIVEWAY 7.00' RT
DETAILS SHEET 1 OF 2)
STA 10+23.38
7.00' LT
R 30'
POT 10+00.00
14'
℄ BAGDAD STA 229+21.66
℄ DW12 STA 10+00.00
STA 10+36.23
BEGIN DWY 12
POT 10+00.00
25.89'
STA 10+66.92
7.50' LT
R 57.5'
℄ DWY 12
R15'
PC 10+43.39
10+00
75°
℄ DWY 12 STA 10+39.82
= ℄ SUP 02 STA 23+36.60
DWY 12
11+00
TEMPORARY
CONSTRUCT
EASEMENT
R 42.5'
PROW
R 32.5'
PC
STA 10+46.17
31.28' RT
15'
PT 1+08.01
PC 1+18.85
PCC
STA 10+73.82
7.50' RT
EROW
2%
BAGDAD RD
10' SUP
℄ BAGDAD RD
EROW
R 47.5'
℄ SUP 2
℄ SUP 2 STA = 23+36.60
997.95
STA = 10+49.92
EL = 997.67'
998
ROADWAY
(-)2.0000 %
(-)5.0139 %
STA 10+36.23
ELEV=997.95
BEGIN DWY 12
(-)0.9901 %
PGL @ DWY 12
STA = 10+39.82
EL = 997.77'
(-)1.5365 %
996

EXHIBIT C

Work Order #:_____

(WILLIAMSON COUNTY OFFICE USE)

Williamson County
Driveway/Access Application for Permit (Culvert)

(Please Print Clearly)

Name of Applicant: Dudley Harvey Date: 05/08/2020

E-mail: harveyelectric@sbcglobal.net

Mailing Address: PO Box 1297, Leander, TX 78646

Phone: 512-251-2203 / Mbl: 512-576-7812

Physical Address of Property or WCAD Parcel #: 2500 CR 279, Leander, TX 78641

Location of Proposed Driveway on Property:

☑ Location is physically marked (staked, painted, tagged) ***OR***

Latitude & Longitude: _____

Comments: Please call Matt 512-576-7812 and he can meet you at the property

Choose one:

☐ Current/Future Homeowner or Agricultural Property Owner*

This option **not intended for land investors but as a benefit to Williamson County constituents. Deceitful representation will result in an invalid driveway permit.*

- Williamson County will size and install culvert for minimal fee of $5.00 per foot
- Owner is responsible to order, purchase, and deliver culvert to property, and notify Williamson County to schedule installation
- NOTE: if culvert installation fee is not paid **within 6 months** of application date, application will become null/void

☑ Developer/Builder or Commercial/Business Property Owner

- Williamson County will size culvert
- The Individual is responsible to order, purchase and install culvert
- The Individual must notify Williamson County for inspection prior to culvert installation

☐ Other _____

Please return completed application to:
Williamson County Engineer's Office
3151 S. E. Inner Loop, Suite B, Georgetown, Texas 78626
Telephone: (512) 943-3330 Fax: (512) 943-3335
Email: RoadRequest@wilco.org

Form Revised: April 2018

WILLIAMSON COUNTY OFFICE USE ONLY:

Work Order #: _____ **Opened:** __/__/__ **Completed:** __/__/__
Date **Date**

Foreman: Clay Dean Date: _____

Foreman Comments: 88 FT FROM EXISTING DRIVEWAY

☐ Installation to be completed by Williamson County
☐ Installation to be completed by Applicant

Inspection required prior to culvert installation?

YES (for developer/builder)

Date inspected__/__/__

Initials: _____

NO (for resident of Williamson County)

Driveway Location Dimensions:

Top Width of Ditch: 9FT

Bottom Width of Ditch: 5FT

Approximate Ditch Depth: 3 FT 4 IN

ROW Width from edge of pavement: 21FT

Existing up/downstream Culvert Size: N/A
2 EA Design 2 OR 3 UP And DOWN STREAM,

Design Engineer: Russell F Williams Date: 6/8/20

Culvert Sizing/Engineer Comments: Install Two Design #2 CMPA (21"wide x 15"Tall Corrugated Metal Pipe - Arch)

Total Culvert Length (Feet): 22' Min to 70' Max

☑ Culvert Sizing Sent to Applicant/Date: 6 / 8 / 2020 Initials: RFW

Front Desk:

☐ Culvert pipe is on-site/Date:__/__/__ Initials: _____

☐ Foreman informed of pipe delivery/Date:__/__/__ Initials: _____

If installation to be completed by Williamson County:

Total Culvert Length (Feet):_____ x **$5.00/foot = $**_____ to be paid

☐ Cash
☐ Money Order
☐ Check #_____ Amount $_____ Receipt # _____
☐ Credit Card

Payment Date:__/__/__ Initials: _____

Form Revised: April 2018

EXHIBIT D

Parcel 27

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 **C. DUDLEY HARVEY AND SHARON K. HARVEY**, 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 0.216-acre (9,387 square foot) tract of land, out of and situated in the Joseph Lee Survey, Abstract No. 393, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A" attached hereto and incorporated herein (**Parcel 27**);

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 28 day of December, 2023.

[signature pages follow]

GRANTOR:

C. DUDLEY HARVEY

By: C. Dudley Harvey

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF Williamson §

This instrument was acknowledged before me on this the 28 day of December, 2023 by C. Dudley Harvey in the capacity and for the purposes and consideration recited therein.

Michelle Higgins
Notary Public, State of Texas

MICHELLE HIGGINS
MY COMMISSION EXPIRES
09/15/2027
NOTARY ID: 1012510-7

GRANTOR:

SHARON K. HARVEY

By: Sharon K. Harvey

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF Williamson §

This instrument was acknowledged before me on this the 28 day of December, 2023 by Sharon K. Harvey in the capacity and for the purposes and consideration recited therein.

Michelle Higgins
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:

REAL ESTATE CONTRACT

CR 279 @ Bagdad Rd. Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by and between **DUDLEY HARVEY AND SHARON HARVEY** (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 0.183-acre (7,980 square foot) tract of land, out of and situated in the Joseph Lee Survey, Abstract No. 393, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A" attached hereto and incorporated herein (**Parcel 28**);

together with all and singular the rights and appurtenances pertaining to the property, including any right, title, and interest of Seller in and to adjacent streets, alleys, or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements and fixtures situated on and attached to the Property described herein not otherwise retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II
PURCHASE PRICE 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 **FORTY-TWO THOUSAND FIVE HUNDRED SEVENTY-THREE and 00/100 Dollars ($42,573.00)**.

Payment of Purchase Price

2.02. The Purchase Price shall be payable in cash or other readily available funds at the Closing.

ARTICLE III
PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the Closing).

Miscellaneous Conditions

3.02. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the Closing.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF SELLER

4.01. Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's knowledge:

(a) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than previously disclosed to Purchaser.

(b) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof.

4.02. The Property is being conveyed to Purchaser under threat of condemnation.

ARTICLE V
CLOSING

Closing Date

5.01. The Closing shall be held at the office of Texas National Title Company on or before December 31, 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.

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 December 31, 2023, to enter and possess the Property 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:

C. DUDLEY HARVEY

By: C. Dudley Harvey Address: 231 NEAL DR.

Name: C. DUDLEY HARVEY LIBERTY HILL, TX. 78642

Date: 12/28/23

SELLER:

SHARON K. HARVEY

By: Sharon K. Harvey Address: 231 Neal Dr.

Name: Sharon K. Harvey Liberty Hill, Tx. 78642

Date: 12-28-23

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr.
County Judge

Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

Date: _____

County: Williamson
Parcel : 28 – Dudley Harvey & Sharon Harvey
Highway: Bagdad Rd (CR 279)

EXHIBIT A
PROPERTY DESCRIPTION

DESCRIPTION OF A 0.183 ACRE (7,980 SQUARE FOOT) PARCEL OF LAND SITUATED IN THE JOSEPH LEE SURVEY, ABSTRACT NO. 393 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 4.46 ACRE TRACT OF LAND DESCRIBED IN A GENERAL WARRANTY DEED TO DUDLEY HARVEY & SHARON HARVEY RECORDED IN DOCUMENT NO. 2009060696 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.183 ACRE (7,980 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 106.45 feet left of Bagdad Road Baseline Station 226+23.62 in the proposed westerly Right-of-Way (ROW) line of Bagdad Road (variable width ROW) (Grid Coordinates determined as N=10,201,781.49 E=3,060,129.76), being the southerly boundary line of that called 6.00 acre tract of land described in a General Warranty Deed to C. Dudley Harvey and Sharon K. Harvey recorded in Document No. 2018067810 of the Official Public Records of Williamson County, Texas, same being the northerly boundary line of said 4.46 acre tract, for the northwesterly corner and **POINT OF BEGINNING** of the herein described parcel and from which a 1/2" iron rod found, being the southwesterly corner of said 6.00 acre tract, same being the northwesterly corner of said 4.46 acre tract bears S 69°45'55" W, at a distance of 777.51 feet;

1) **THENCE,** departing said proposed westerly ROW line, with the common boundary line of said 6.00 acre tract and said 4.46 acre tract, **N 69°45'55" E** for a distance of **33.36** feet to a 1/2" iron rod found in the existing westerly ROW line of County Road (C.R.) 279 (Bagdad Road) (variable width ROW), being the southeasterly corner of said 6.00 acre tract, same being the northeasterly corner of said 4.46 acre tract, also being the northwesterly corner of that called 0.05 acre ROW tract described in a deed to County Judge John Doerfler recorded in Document No. 1997033108 of the Official Records of Williamson County, Texas, for the northeasterly corner of the herein described parcel;

THENCE, departing said 6.00 acre tract, with the easterly boundary line of said 4.46 acre tract, being the westerly line of said 0.05 acre ROW tract, same being said existing ROW line, the following two (2) courses:

2) **S 09°50'47" E** for a distance of **125.54** feet to a calculated point of curvature to the left;

3) Along said curve to the left, having a delta angle of **04°32'51,** a radius of **1,563.00** feet, an arc length of **124.05** feet and a chord which bears **S 12°23'29" E,** for a distance of **124.02** feet to a 1/2" iron rod found, being the northeasterly corner of that called 4.51 acre tract of land described in a General Warranty Deed to Jeffrey W. Vogel recorded in Document No. 2016071986 of the Official Public Records of Williamson County, Texas, same being the southeasterly corner of said 4.46 acre tract, also being the southwesterly corner of said 0.05 acre ROW tract, for the southeasterly corner of the herein described parcel;

4) **THENCE,** departing said existing ROW line, with the common boundary line of said 4.51 acre and said 4.46 acre tract, **S 69°48'54" W** for a distance of **35.06** feet to an iron rod with plastic cap stamped "WILLIAMSON COUNTY" set 104.22 feet left of Bagdad Road Baseline Station 223+73.88, in said proposed westerly ROW line, for the southwesterly corner of the herein described parcel and from which a 1/2" iron rod found, being the northwesterly corner of said 4.51 acre tract, same being the southwesterly corner of said 4.46 acre tract bears S 69°48'54" W, at a distance of 737.00 feet;

5) **THENCE,** departing said 4.51 acre tract, through the interior of said 4.46 acre tract, with said proposed ROW line, **N 10°43'27" W** for a distance of **249.75** feet to the **POINT OF BEGINNING**, containing 0.183 acres (7,980 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.

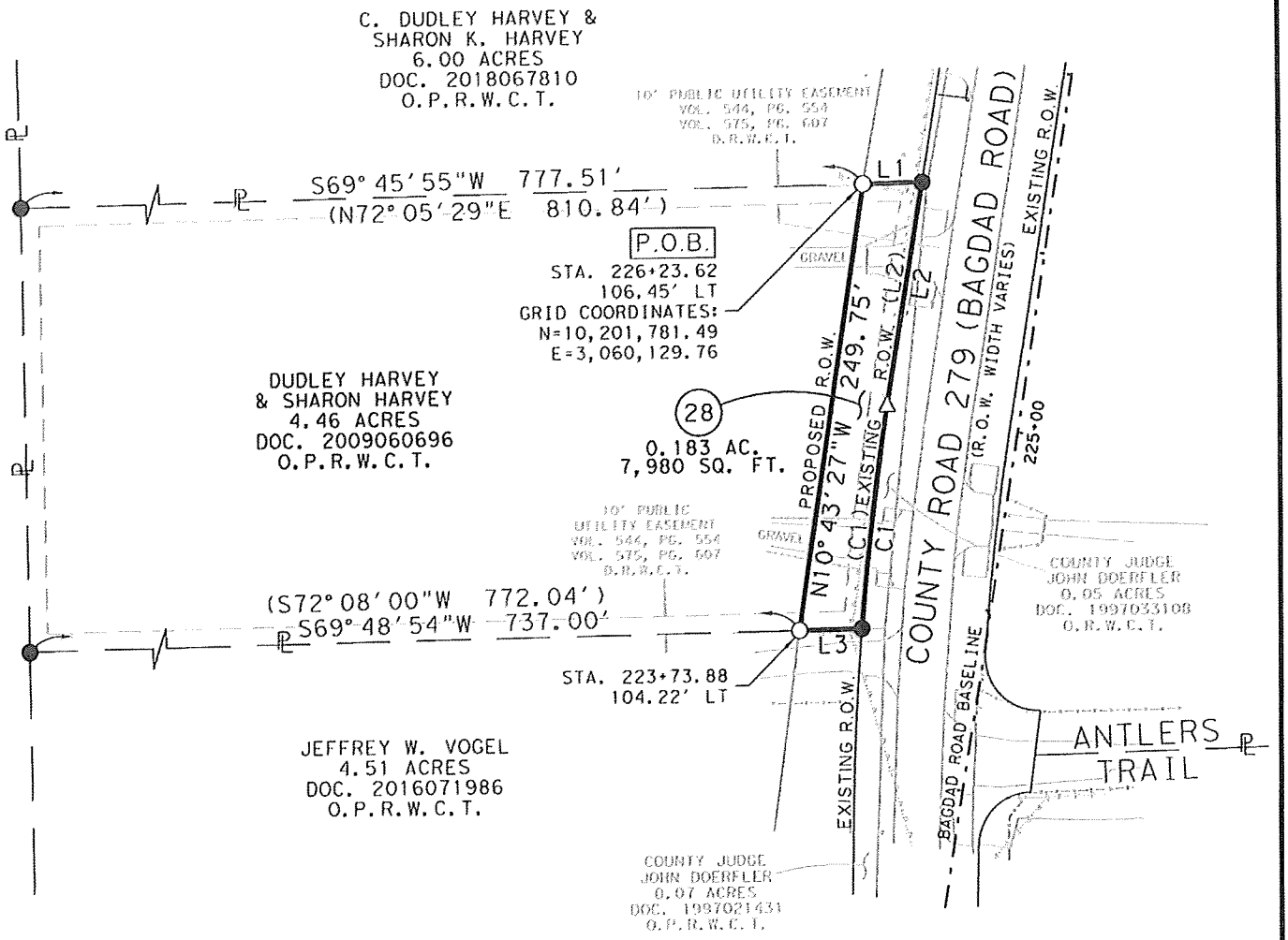
M. Stephen Truesdale 21 OCT 2022

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 " A "

PLAT TO ACCOMPANY PARCEL DESCRIPTION

NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	04°32'51"	1,563.00'	124.05'	124.02'	S12°23'29"E
(C1)		(1,563.00')		(124.03')	(S10°02'40"E)



NO.	DIRECTION	DISTANCE
L1	N69°45'55"E	33.36'
L2	S09°50'47"E	125.54'
(L2)	(S07°29'58"E)	(125.56')
L3	S69°48'54"W	35.06'

JOSEPH LEE SURVEY
ABSTRACT NO. 393

10/12/2022

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

DUDLEY HARVEY & SHARON HARVEY

SCALE	PROJECT	COUNTY
1" = 100'	BAGDAD ROAD	WILLIAMSON

PARCEL 28
0.183 ACRES
7,980 Sq. Ft.

EXHIBIT " A"

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-165846, ISSUED BY FIRST AMERICAN TITLE GUARANTY COMPANY, EFFECTIVE DATE JULY 27, 2022, ISSUE DATE AUGUST 08, 2022.

1. RESTRICTIVE COVENANTS: VOLUME 544, PAGE 56, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO (EXPIRED JANUARY 2000).

(10)2. AN ELECTRIC AND/OR TELEPHONE TRANSMISSION DISTRIBUTION LINE OR SYSTEM EASEMENT GRANTED TO PEDERNALES ELECTRIC COOPERATIVE, INC. AS DESCRIBED IN VOLUME 542, PAGE 231, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, SUBJECT TO.

3. AN ELECTRIC DISTRIBUTION EASEMENT GRANTED TO PEDERNALES ELECTRIC COOPERATIVE, INC., AS DESCRIBED IN DOCUMENT NO. 2022007850, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM IT'S DESCRIPTION CAN NOT BE LOCATED.

4. A 10 FOOT WIDE UTILITY EASEMENT ALONG ALL LOT LINES OF ALL TRACTS AS DESCRIBED IN VOLUME 544, PAGE 554 AND VOLUME 575, PAGE 607 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.

5. BUILDING SETBACK LINE(S) AS PROVIDED IN RESTRICTIONS OF RECORD IN VOLUME 544, PAGE 56 AND VOLUME 544, PAGE 554 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, RESTRICTIONS EXPIRE JANUARY 2000.

10. ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN ORDINANCE NO. 05-0-52 IN DOCUMENT NO. 2005066226, AND FURTHER RATIFIED BY ORDINANCE NO. 06-0-12, RECORDED IN DOCUMENT NO. 2006013010, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, SUBJECT TO.

11. ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN ORDINANCE NO. 16-035-00 OF RECORD IN DOCUMENT NO. 2017011280 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

12. ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN RIGHT-OF-WAY DEED OF RECORD IN DOCUMENT NO. 9733108 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

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 21 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

10/12/2022

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

DUDLEY HARVEY & SHARON HARVEY

SCALE	PROJECT	COUNTY
1" = 100'	BAGDAD ROAD	WILLIAMSON

PARCEL 28
0.183 ACRES
7,980 Sq. Ft.

EXHIBIT B

Parcel 28

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 **DUDLEY HARVEY AND SHARON HARVEY**, 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 0.183-acre (7,980 square foot) tract of land, out of and situated in the Joseph Lee Survey, Abstract No. 393, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A" attached hereto and incorporated herein (**Parcel 28**);

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the Property, to wit: NONE

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record;

Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show;

Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas and other minerals in and under the land 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 28 day of December 2023, 2023.

[signature pages follow]

GRANTOR:

DUDLEY HARVEY

By: Dudley Harvey

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF Williamson §

This instrument was acknowledged before me on this the 28 day of December, 2023 by Dudley Harvey in the capacity and for the purposes and consideration recited therein.

Michelle Higgins
Notary Public, State of Texas

GRANTOR:

SHARON HARVEY

By: Sharon Harvey

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF Williamson §

This instrument was acknowledged before me on this the 28 day of December, 2023 by Sharon Harvey in the capacity and for the purposes and consideration recited therein.

Michelle Higgins
Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

Sheets & Crossfield, PLLC
309 East Main
Round Rock, Texas 78664

GRANTEE'S MAILING ADDRESS:

Williamson County, Texas
Attn: County Auditor
710 Main Street, Suite 101
Georgetown, Texas 78626

AFTER RECORDING RETURN TO:

Commissioners Court - Regular Session **70.**

Meeting Date: 01/09/2024

CR 314 Real Estate Contract

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a real estate contract with Tamecia Ann Sharp for right of way needed on the CR 314 project (Parcel 19). Funding Source: Road Bonds P364

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	01/04/2024 09:29 AM
Form Started By: Charlie Crossfield		Started On: 01/04/2024 08:44 AM
Final Approval Date: 01/04/2024		

DocuSign Envelope ID: 902E82C2-447D-4A56-97EA-FD31B3C60ADD

REAL ESTATE CONTRACT
CR 314 Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by and between **TAMECIA ANN SHARP** (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 0.051-acre (2,231 square foot) tract of land, out of and situated in the A. A. Lewis Survey, Abstract No. 384, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 19)**

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 Property shall be the sum of TWO THOUSAND FOUR HUNDRED FIFTY and 00/100 Dollars ($2,450.00).

2.01.1 As Additional Compensation Purchaser shall pay the amount of ONE THOUSAND TWO HUNDRED FORTY and 00/100 Dollars ($1,240.00) for the acquisition of any improvements on the Property.

Payment of Purchase Price

2.02. The Purchase Price shall be payable in cash or other readily available funds at the Closing.

DocuSign Envelope ID: 902E82C2-447D-4A56-97EA-FD31B3C60ADD

ARTICLE III
PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

3.01. The obligations of the 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 the Purchaser under threat of condemnation.

ARTICLE V
CLOSING

Closing Date

5.01. The Closing shall be held at the office of Longhorn Title Company on or before January 31, 2024, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

DocuSign Envelope ID: 902E82C2-447D-4A56-97EA-FD31B3C60ADD

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

DocuSign Envelope ID: 902E82C2-447D-4A56-97EA-FD31B3C60ADD

5.03. At the Closing, Purchaser shall:

(a) Pay the cash portion of the Purchase Price and Additional Compensation, if any.

Prorations

5.04. General real estate taxes for the then current year relating to the portion of the Property conveyed in fee simple shall be prorated as of the Closing Date and shall be adjusted in cash at the Closing but shall otherwise remain the obligation of Seller to satisfy. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation. Agricultural roll-back taxes, if any, which directly result from this Contract and conveyance shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

(1) Owner's Title Policy and survey to be paid for by Purchaser.

(2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.

(3) All other closing costs shall be paid by the 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

DocuSign Envelope ID: 902E82C2-447D-4A56-97EA-FD31B3C60ADD

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

DocuSign Envelope ID: 902E82C2-447D-4A56-97EA-FD31B3C60ADD

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.

DocuSign Envelope ID: 902E82C2-447D-4A56-97EA-FD31B3C60ADD

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 January 31, 2024 to enter and possess the Property prior to Closing for the purpose of completing any and all necessary testing, utility relocation and construction activities associated with the proposed CR 314 improvement construction project of Purchaser, and Seller agrees to make any gate access available to Purchaser, its contractors or utility facility owners as necessary to carry out the purposes of this paragraph. The parties further agree to continue to use diligence in assisting with any title curative measures or mortgage lien release required by the Contract to complete the Closing of the purchase transaction.

SELLER:

DocuSigned by:
Tamecia Sharp
F5758EC2E698447...
TAMECIA ANN SHARP

Address: _____

_____

Date: 03/01/2024

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr.
County Judge

Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

Date: _____

DocuSign Envelope ID: 902E82C2-447D-4A56-97EA-FD31B3C60ADD

EXHIBIT _A_
PROPERTY DESCRIPTION

DESCRIPTION OF A 0.051 ACRE (2,231 SQUARE FOOT) PARCEL OF LAND SITUATED IN THE A.A. LEWIS SURVEY, ABSTRACT NO. 384, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 13.62 ACRE TRACT OF LAND DESCRIBED IN A DEED TO TAMECIA ANN SHARPE, RECORDED IN DOCUMENT NO. 2020034683, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.051 ACRE (2,231 SQUARE FOOT) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2 inch iron rod found, (Grid Coordinates determined as N=10,263,616.60, E=3,155,031.15), on the existing south right-of-way (ROW) line of County Road 314 (CR 314), (ROW width varies), for the northwest corner of said 13.62 acre tract, same point being the northeast corner of Lot 1, SUNRISE MEADOWS, a map of which is recorded in Cabinet G, Slide 275, of the Plat Records of Williamson County, Texas, for the northwest corner and **POINT OF BEGINNING** of the herein described parcel and from which point a 1/2 inch iron rod found on the existing south ROW line of C.R. 314, same point being the northwest corner of said Lot 1 bears S 68°25'59" W, with the existing south ROW line fo C.R. 314, a distance of 200.24 feet;

1) **THENCE, N 68°25'59" E**, with the existing southerly ROW line of C.R. 314, same line being the north boundary line of said 13.62 acre tract of land, a distance of **50.08 feet** to a 1/2 inch iron rod found on the south ROW line of said C.R. 314, and on the west boundary line of that called 22.245 acre tract of land described in a General Warranty Deed retaining a Vendor's Lien to Theron and Ellie Vaughan recorded in Document No. 2016000492, of the Official Public Records of Williamson County, Texas, for northeast corner of said 13.62 acre tract, and for the northeast corner of the herein described parcel, from which point a 1/2 inch iron rod found on the existing south ROW line of C.R. 314, for the northwest corner of said 22.245 acre tract bears N 21°25'24" W, a distance of 8.77 feet;

2) **THENCE, S 21°25'24" E,** departing the existing ROW line of said C.R. 314, with the common boundary line of said 22.245 acre tract and said 13.62 acre tract, a distance of **44.44 feet**, to a calculated point and being 68.00 feet right of C.R. 332 baseline station 97+05.43, for the southeast corner of the herein described parcel;

3) **THENCE, S 68°09'14" W,** over and across said 13.62 acre tract, distance of **50.04 feet**, to a calculated point in said east boundary line of Lot 1, same line being said west boundary line of 13.62 acre tract, and being 68.00 feet right of C.R. 332 baseline station 96+55.39, for the southwest corner of the herein described parcel;

4) **THENCE, N 21°28'28" W,** with the common boundary line of said 13.62 acre tract and said Lot 1, at a distance of 24.68 feet pass a calculated point for the southeast corner of a 20 foot Additional Right-of-Way Dedications as shown in said Cabinet G, Slide 275, continuing in all a total distance of **44.68 feet** to the **POINT OF BEGINNING**, containing 0.051 acre (2,231 square feet) of land more or less.

This property description is accompanied by a separate parcel plat.

Bearings are based on the Texas Coordinate System of 1983, Central Zone (NAD_83 (2011)). Coordinates shown hereon are grid values represented in U.S. Survey Feet. All distances shown hereon are surface values represented in U.S. Survey Feet based on a surface-to-grid Combined Adjustment Factor of 0.99985232.

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF WILLIAMSON §

That I, Miguel A. Escobar, 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 between July 2020 and September 2022.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

Miguel A. Escobar
Registered Professional Land Surveyor No. 5630
Licensed State Land Surveyor
Inland Geodetics
Firm Registration No: 100591-00
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681
Project No: SLAN-001
S:\SEILER-LANKES\CR 314\5-Descriptions-Reports\PARCEL-19-SHARPE.doc

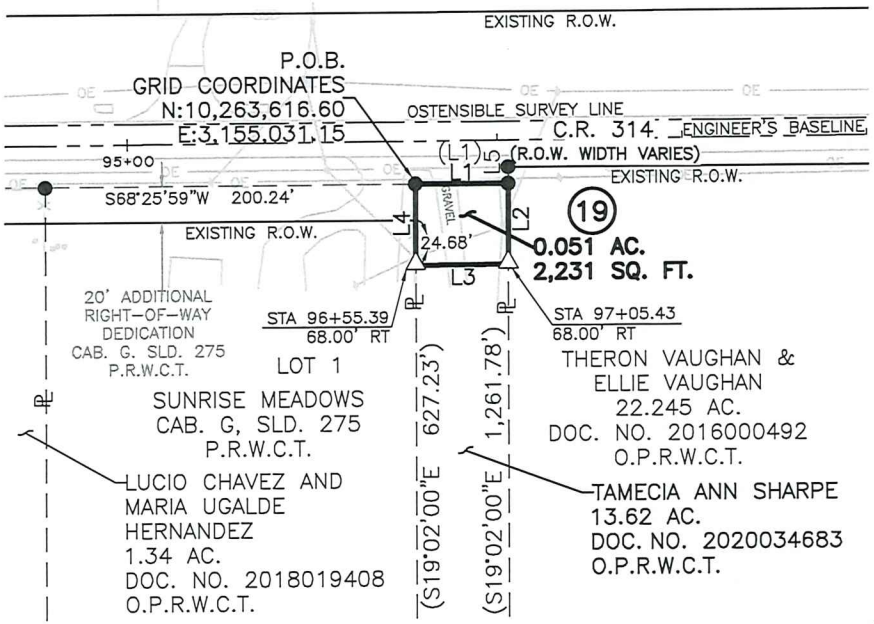
Date

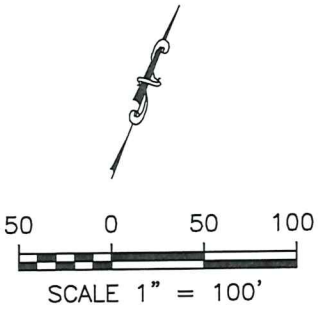
PRELIMINARY
This document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document.
Inland Geodetics
03/12/2023

DocuSign Envelope ID: 902E82C2-447D-4A56-97EA-FD31B3C60ADD

EXHIBIT ____

PLAT TO ACCOMPANY DESCRIPTION





NO.	DIRECTION	DISTANCE
L1	N68°25'59"E	50.08
(L1)	(N70°52'30"E)	(50.08')
L2	S21°25'24"E	44.44
L3	S68°09'14"W	50.04
L4	N21°28'28"W	44.68
L5	N21°25'24"W	8.77'

PROJECT NO.: SLAN-001

1-2-2023

INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF

TAMECIA ANN SHARPE

PARCEL 19
0.051 AC.
2,231 SQ. FT.

SCALE		PROJECT	
1" = 100'	WILLIAMSON COUNTY	C.R. 314	PAGE 2 OF 3

G:\SELLER-LANDES\C.R. 314\4-Drawings\PARCEL 19-SHARPE.dwg

DocuSign Envelope ID: 902E82C2-447D-4A56-97EA-FD31B3C60ADD

EXHIBIT ____

PLAT TO ACCOMPANY DESCRIPTION

LEGEND

▣	TXDOT TYPE II MON FOUND
⬢	1/2" IRON ROD WITH CAP FOUND
●	1/2" IRON ROD FOUND
○	IRON ROD W/ ALUMINUM CAP STAMPED "WILLIAMSON COUNTY" SET
✪	COTTON GIN SPINDLE FOUND
△	CALCULATED POINT
ℙ	PROPERTY LINE

P.R.W.C.T.	PLAT RECORDS WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCING
( )	RECORD INFORMATION
	BREAKLINE

NOTES:

1. BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (NAD_83 (2011)). COORDINATES SHOWN HEREON ARE GRID VALUES REPRESENTED IN U.S. SURVEY FEET. ALL DISTANCES SHOWN HEREON ARE SURFACE VALUES REPRESENTED IN U.S. SURVEY FEET BASED ON A SURFACE-TO-GRID COMBINED ADJUSTMENT FACTOR OF 0.99985232.

2. THIS SURVEY WAS PERFORMED WITHOUT BENEFIT OF A TITLE ABSTRACT. THERE MAY BE OTHER INSTRUMENTS OF RECORD THAT AFFECT THIS TRACT NOT DEPICTED HEREON.

I DO HEREBY CERTIFY THAT THE PROPERTY DESCRIBED HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION BETWEEN JULY 2020 AND SEPTEMBER 2022.

PRELIMINARY

This document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document.
Inland Geodetics
03/12/2023

MIGUEL A. ESCOBAR DATE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5630
LICENSED STATE LAND SURVEYOR
INLAND GEODETICS
FIRM REGISTRATION NO. 100591-00
1504 CHISHOLM TRAIL ROAD, SUITE 103
ROUND ROCK, TEXAS 78681

PROJECT NO.: SLAN-001

1-2-2023

INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF

TAMECIA ANN SHARPE

PARCEL 19
0.051 AC.
2,231 SQ. FT.

SCALE
1" = 100'

WILLIAMSON COUNTY

PROJECT
C.R. 314

S:\SELLER-LANKES\CR 314 4-Drawings\PARCEL 19-SHARPE.dwg

DocuSign Envelope ID: 902E82C2-447D-4A56-97EA-FD31B3C60ADD

Exhibit "B"

Parcel 19

DEED
County Road 314 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.

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> All of that certain 0.051-acre (2,231 square foot) tract of land, out of and situated in the A. A. Lewis Survey, Abstract No. 384, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein **(Parcel 19)**

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.

DocuSign Envelope ID: 902E82C2-447D-4A56-97EA-FD31B3C60ADD

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 _____, 202_.

[signature page follows]

DocuSign Envelope ID: 902E82C2-447D-4A56-97EA-FD31B3C60ADD

GRANTOR:

_____
TAMECIA ANN SHARP

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 202_ by TAMECIA ANN SHARP in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

PREPARED IN THE OFFICE OF:
Sheets & Crossfield, PLLC
309 East Main
Round Rock, Texas 78664

GRANTEE'S MAILING ADDRESS:
Williamson County, Texas
Attn: County Auditor
710 Main Street, Suite 101
Georgetown, Texas 78626

AFTER RECORDING RETURN TO:

Commissioners Court - Regular Session **71.**

Meeting Date: 01/09/2024

Hero Way Resolution for Condemnation

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a resolution determining the necessity and authorizing the use of eminent domain to condemn (0.011 acres) required for the construction of Hero Way. (Techtown Industrial L1, LLC/ Parcel 317) Funding Source: Road Bonds P326

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Resolution

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	01/04/2024 09:23 AM
Form Started By: Charlie Crossfield		Started On: 01/03/2024 11:24 AM
Final Approval Date: 01/04/2024		

IN THE COMMISSIONERS' COURT
OF WILLIAMSON COUNTY, TEXAS

RESOLUTION

WHEREAS, the Commissioners' Court of Williamson County, Texas, has found and determined that in order to promote the public safety, to facilitate the safety and movement of traffic, and to preserve the financial investment of the public in its roadways, public necessity requires acquisition of fee simple title to that certain tract of land being 0.011 acres (Parcel 317) described by metes and bounds in Exhibit "A", owned by **TECHTOWN INDUSTRIAL L1, LLC,** for the purpose of constructing, reconstructing, maintaining, and operating the Hero Way/RM 2243 roadway improvements ("Project"), excluding all the oil, gas, and sulphur which can be removed from beneath said real property, without any right whatever remaining to the owner of such oil, gas, and sulphur of ingress to or egress from the surface of said real property for the purpose of exploring, developing, or mining of the same, as a part of the improvements to the Project, at such locations as are necessary and that such constructing, reconstructing, maintaining, and operating shall extend across and upon, and will cross, run through, and be upon the hereinafter described real properties; and

WHEREAS, the Commissioners' Court of Williamson County, Texas, has, through agents employed by the said office, entered into bona fide good faith negotiations with the owners of the hereinafter described properties and has failed to agree with the owners on the compensation and damages, if any, due to said owners. Now, therefore, the Commissioners' Court of Williamson County, Texas is authorizing the use of its power of eminent domain to condemn property.

BE IT RESOLVED BY THE COMMISSIONERS' COURT OF THE COUNTY OF WILLIAMSON, that the County Attorney or his designated agent be and he is hereby authorized and directed to file or cause to be filed against the owners of any interest in, and the holders of any lien secured by, the following described tracts of land, described in Exhibit "A" attached hereto, a suit in eminent domain to acquire the property interests for the aforesaid purposes; and

It is the intent of the Commissioners' Court that this resolution authorizes the condemnation of all property interests required to complete the construction and maintenance of the Project and associated public purposes. If it is later determined that there are any errors in the descriptions contained herein or if later surveys contain more accurate revised descriptions, the County Attorney is authorized to have such errors corrected or revisions made without the necessity of obtaining a new resolution of the Commissioners' Court authorizing the condemnation of the corrected or revised Property.

BE IT FURTHER RESOLVED that the County Attorney or his designated agent be and he is hereby authorized and directed to incur such expenses and to employ such experts as he shall deem necessary to assist in the prosecution of such suit in eminent domain, including, but not limited to, appraisers, engineers, and land use planners or other required expert consultants.

Adopted this _____.

_____
Bill Gravell, Jr.
Williamson County Judge

EXHIBIT A

County: Williamson
Parcel: 317
Highway: FM 2243

METES & BOUNDS DESCRIPTION FOR PARCEL 317

METES & BOUNDS DESCRIPTION FOR A 0.011 ACRE TRACT OF LAND OUT OF THE ELIJAH D. HARMON SURVEY, ABSTRACT NO. 6, WILLIAMSON COUNTY, TEXAS; BEING A PORTION OF A CALLED 9.1064 ACRE TRACT OF LAND AS CONVEYED TO TECHTOWN INDUSTRIAL L1 LLC BY SPECIAL WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN DOCUMENT NUMBER 2022062301 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 0.011 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS AND SHOWN ON THE ATTACHED SKETCH:

BEGINNING at a 1/2-inch iron rod found on the south right-of-way line of Hero Way (f/k/a County Road 269) (width varies) as dedicated by Document Numbers 2022092836 and 2022089870, both of the Official Public Records of Williamson County, Texas, at the most northerly northeast corner of the above described TechTown Industrial Tract, and at the northwest corner of a called 0.288 acre tract of land described as Parcel 318 as conveyed to Williamson County, Texas by Deed recorded in said Document Number 2022092836 of the Official Public Records of Williamson County, Texas, for the northeast corner and **POINT OF BEGINNING** of the herein described tract, from which a 3/8-inch iron rod found at the northeast corner of said Parcel 318, and at the northwest corner of a called 0.424 acre tract of land described as Parcel 319 as conveyed to Williamson County, Texas by Deed recorded in said Document Number 2022089870 of the Official Public Records of Williamson County, Texas, bears N 68°57'52" E a distance of 369.96 feet;

THENCE, with the east line of said TechTown Industrial Tract and the south right-of-way line of said Hero Way, S 21°01'02" E a distance of 16.53 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" (NAD-83, Central Zone Grid Coordinates: N: 10,187,081.43, E: 3,084,000.88) set at the beginning of a non-tangent curve to the left, and at the northwest corner of the remainder of Lot 1, Block "A" of LIBERTY HEIGHTS, a subdivision as recorded in Document Number 2020092083 of the Official Public Records of Williamson County, Texas, for the southeast corner of the herein described tract, 205.49 feet right of FM 2243 baseline station 127+13.44;

THENCE, departing the south right-of-way line of said Hero Way, over and across said TechTown Industrial Tract, along said curve to the left, an arc distance of 30.08 feet, having a radius of 6,503.00 feet, a central angle of 00°15'54" and a chord which bears S 73°06'48" W a distance of 30.08 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set on the west line of said TechTown Industrial Tract and the east line of a called 12.819 acre tract of land described as Tract 9 as conveyed to JNK Properties 1, LTD. by Contribution Deed recorded in Document Number 2021182868 of the Official Public Records of Williamson County, Texas, and being described in Document Number 2004099911 of the Official Public Records of Williamson County, Texas, for the southwest corner of the herein described tract, 206.67 feet right of FM 2243 baseline station 126+83.39, from which a 1/2-inch iron rod found at the southwest corner of said TechTown Industrial Tract, and at the southeast corner of said JNK Properties Tract 9, bears S 21°01'25" E a distance of 1,385.06 feet;

THENCE, with the west line of said TechTown Industrial Tract and the east line of said JNK Properties Tract 9, N 21°01'25" W a distance of 14.34 feet to a calculated point on the south right-of-way line of said Hero Way, at the northwest corner of said TechTown Industrial Tract and the northeast corner of said JNK Properties Tract 9, for the northwest corner of the herein described tract, from which a 1/2-inch iron rod with cap stamped "TLS" found at the northwest corner of said JNK Properties Tract 9 and at the northeast corner of a called 10.96 acre tract of land as conveyed to Bobby Golden and wife, Christine Golden by Warranty Deed with Vendor's Lien recorded in Volume 2018, Page 708 of the Official Records of Williamson County, Texas, bears S 68°56'23" W a distance of 400.02 feet;

THENCE, with the south right-of-way line of said Hero Way and the north line of said TechTown Industrial Tract, N 68°56'23" E, a distance of 30.00 feet to the **POINT OF BEGINNING** and containing 0.011 acre (463 square feet) of land, more or less.

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

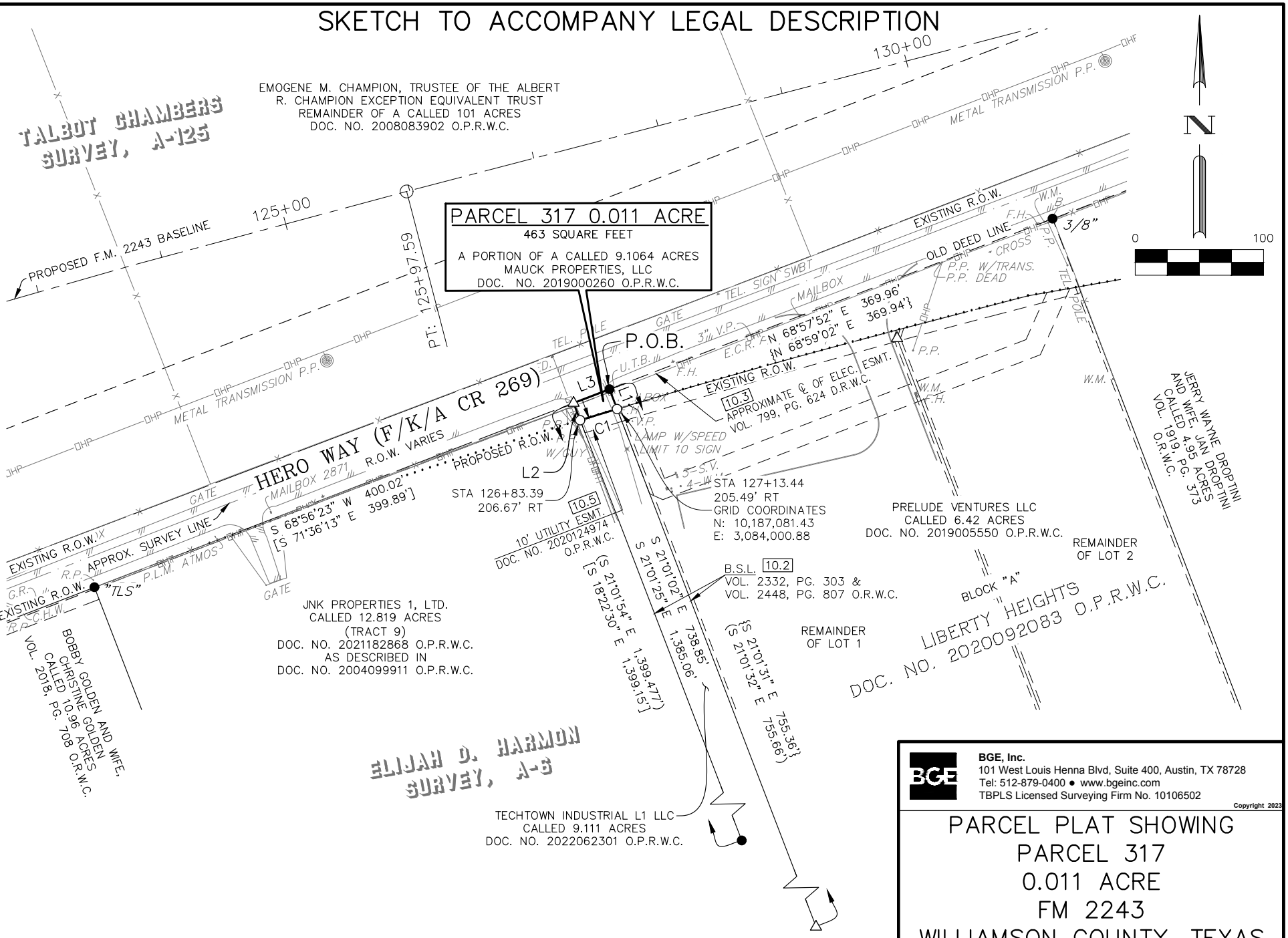
I hereby certify that these notes were prepared by BGE from a survey made on the ground under my supervision on May 12, 2022 and are true and correct to the best of my knowledge. A sketch accompanies this description.

10/23/2023
Date

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

Client:	Williamson County
Date:	October 23, 2023
Project Number:	7473-00

SKETCH TO ACCOMPANY LEGAL DESCRIPTION



BGE, Inc.
101 West Louis Henna Blvd, Suite 400, Austin, TX 78728
Tel: 512-879-0400 ● www.bgeinc.com
TBPLS Licensed Surveying Firm No. 10106502

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PARCEL PLAT SHOWING
PARCEL 317
0.011 ACRE
FM 2243
WILLIAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	10/23/2023	3 of 5

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LEGEND

B.	BOLLARD
B.S.L.	BUILDING SETBACK LINE
C.H.W.	CONCRETE HEADWALL
DOC.	DOCUMENT
E.C.R.	ELECTRIC CONDUIT RISER
F.H.	FIRE HYDRANT
G.P.	GATE POST
G.R.	GUARD RAIL
NO.	NUMBER
O.P.R.W.C.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY
O.R.W.C.	OFFICIAL RECORDS OF WILLIAMSON COUNTY
P.O.B.	POINT OF BEGINNING
PED.	PEDESTAL
P.L.M.	PIPELINE MARKER
P.P.	POWER POLE
RCP	REINFORCED CONCRETE PIPE
R.P.	REFLECTOR POST
S.V.	SPRINKLER VALVE
TEL.	TELEPHONE
TRANS.	TRANSFORMER
U.T.B.	UNDERGROUND TELEPHONE BOX
VOL.	VOLUME
V.P.	VERTICAL PIPE
W.M.	WATER METER
( )	RECORD INFO FOR DOC. NO. 2022062301 O.P.R.W.C.
[ ]	RECORD INFO FOR DOC. NO. 2004099911 O.P.R.W.C.
{ }	RECORD INFO FOR DOC. NO. 2020092083 O.P.R.W.C.
●	FOUND 1/2" IRON ROD (UNLESS OTHERWISE NOTED)
○	SET 1/2" IRON ROD W/CAP "WILCO ROW 5777"
△	CALCULATED POINT
—X—	WIRE FENCE
—o—	METAL FENCE
—OHT—	OVERHEAD TELEPHONE
—OHP—	OVERHEAD POWER
—///	EDGE OF ASPHALT

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	S 21°01'02" E	16.53'
L2	N 21°01'25" W	14.34'
L3	N 68°56'23" E	30.00'

RECORD LINE TABLE		
NUMBER	BEARING	DISTANCE
(L3)	(N 68°59'02" E)	(30.00')

CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	30.08'	6,503.00'	0°15'54"	S 73°06'48" W	30.08'

BGE, Inc.
101 West Louis Henna Blvd, Suite 400, Austin, TX 78728
Tel: 512-879-0400 ● www.bgeinc.com
TBPLS Licensed Surveying Firm No. 10106502
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PARCEL PLAT SHOWING
PARCEL 317
0.011 ACRE
FM 2243
WILLIAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	10/23/2023	4 of 5

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GENERAL NOTES:

1. BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE 4203, NAD83. DISTANCES SHOWN HEREON ARE IN SURFACE AND CAN BE CONVERTED TO GRID BY DIVIDING BY THE COMBINED SCALE FACTOR = 1.00012

2. A METES AND BOUNDS DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS SKETCH.

3. THIS PARCEL PLAT WAS MADE IN RELIANCE UPON THAT CERTAIN COMMITMENT FOR TITLE INSURANCE ISSUED BY FIRST AMERICAN TITLE GUARANTY COMPANY AND TEXAS NATIONAL TITLE, INC. UNDER G.F. NO. T-166262, DATED EFFECTIVE OCTOBER 6, 2023 AND ISSUED ON OCTOBER 12, 2023.

RESTRICTIVE COVENANT AND EASEMENT NOTES:

1. THE FOLLOWING RESTRICTIVE COVENANTS OF RECORD ITEMIZED IN VOLUME 2332, PAGE 303 RE-RECORDED IN VOLUME 2448, PAGE 807, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT, VOLUME 809, PAGE 786, AND VOLUME 817, PAGE 105, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DO NOT AFFECT THE SUBJECT TRACT.

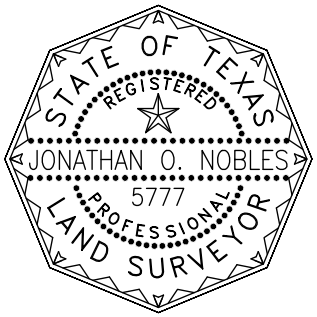
10.2 BUILDING SETBACK LINE(S) AS PROVIDED IN RESTRICTIONS OF RECORD IN VOLUME 2232, PAGE 303 RE-RECORDED IN VOLUME 2448, PAGE 807, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT, AS SHOWN HEREON, VOLUME 809, PAGE 786, AND VOLUME 817, PAGE 105, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DO NOT AFFECT THE SUBJECT TRACT.

10.3 AN ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT GRANTED TO PEDERNALES ELECTRIC COOPERATIVE, INC. AS DESCRIBED IN VOLUME 799, PAGE 624 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.

10.4 A 20 FOOT WIDE WASTEWATER EASEMENT GRANTED TO THE CITY OF LEANDER AS DESCRIBED IN DOCUMENT NO. 2020090949 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT.

10.5 A 10 FOOT WIDE UTILITY EASEMENT GRANTED TO THE CITY OF LEANDER AS DESCRIBED IN DOCUMENT NO. 2020124974 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.

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



10/23/2023

JONATHAN O. NOBLES RPLS NO. 5777
BGE, INC.
101 WEST LOUIS HENNA BLVD., SUITE 400
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TBPLS Licensed Surveying Firm No. 10106502
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PARCEL PLAT SHOWING
PARCEL 317
0.011 ACRE
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WILLIAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	10/23/2023	5 of 5

Commissioners Court - Regular Session **72.**

Meeting Date: 01/09/2024

Executive Session

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Executive Session

Information

Agenda Item

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

A. Real Estate Owned by Third Parties

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

a) Discuss the acquisition of real property: CR 332
b) Discuss the acquisition of real property for County Facilities.
c) Discuss the acquisition of real property for CR 255.
d) Discuss the acquisition of real property for SH 195 @ Ronald Reagan.
e) Discuss the acquisition of real property for Corridor H
f) Discuss the acquisition of real property for future SH 29 corridor.
g) Discuss the acquisition of right-of-way for Hero Way.
h) Discuss the acquisition of right-of-way for Corridor C.
i) Discuss the acquisition of right-of-way for Corridor F.
j) Discuss the acquisition of right-of-way for Corridor D.
k) Discuss the acquisition of right-of-way for SE Loop/Corridor A.
l) Discuss the acquisition of right-of-way for Ronald Reagan Widening.
m) Discuss the acquisition of drainage/detention easements for real property North of WMCO Juvenile Detention Center
n) Discuss acquisition of right of way for Corridor E.
o) Discuss acquisition of right of way for Liberty Hill Bypass.
p) Discuss the acquisition of 321 Ed Schmidt Blvd., #300, Hutto, Texas
q) Discuss the acquisition of right of way for Bagdad Road/CR 279.
r) Discuss the acquisition of right of way for CR 314.
s) Discuss acquisition of right of way for Corridor J.
t) Discuss the acquisition of real property for CR 258.
u) Discuss the acquisition of real property for Southwestern Blvd.

B. Property or Real Estate owned by Williamson County

Preliminary discussions relating to proposed or potential sale or lease of property owned by the County

a) Discuss County owned real estate containing underground water rights and interests.
b) Discuss possible uses of property owned by Williamson County on Main St. between 3rd and 4th Streets. (Formerly occupied by WCCHD)
c) Sale of property located 747 County Rd. 138 Hutto, Texas
d) Discuss Blue Springs Blvd. property

C. Discuss the Williamson County Reimbursement Agreement for Construction of San Gabriel Blvd. and New Hope Road with the City of Leander and TIRZ #1

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	01/04/2024 09:25 AM
Form Started By: Charlie Crossfield		Started On: 01/03/2024 03:48 PM
Final Approval Date: 01/04/2024		

Commissioners Court - Regular Session **73.**

Meeting Date: 01/09/2024

Economic Development

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Executive Session

Information

Agenda Item

Discussion regarding economic development negotiations pursuant to Texas Government Code, Section 551.087: Business prospect(s) that may locate or expand within Williamson County.

a) Project World
b) Project Mellencamp
c) Project Corgi
d) Project Anniversary
e) Project Glee
f) Project Skyfall
g) Project Stamper
h) Project Soul Train
i) Project Dragon
j) Project Scrabble

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	01/04/2024 09:26 AM
Form Started By: Charlie Crossfield		Started On: 01/03/2024 03:49 PM
Final Approval Date: 01/04/2024		