

NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONERS COURT
February 13, 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 – 31)

3. Discuss, consider and take appropriate action on a line item transfer for County Court at Law #1.

Fiscal Impact

From/To	Acct No.	Description	Amount
FROM	0100-0426-003100	CCL#1/OFFICE SUPPLIES	\$1,052.67
FROM	0100-0426-003901	CCL#1/PUBLICATION/BOOKS/PERIOD	\$100.00
FROM	0100-0426-004212	CCL#1/POSTAGE	\$100.00
FROM	0100-0426-004999	CCL#1/MISCELLANEOUS	\$300.00
TO	0100-0426-001125	CCL#1/LONGEVITY	\$1255.20
TO	0100-0426-002010	CCL#1/FICA	\$96.02
TO	0100-0426-002020	CCL#1/RETIREMENT	\$201.45

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

Fiscal Impact

From/To	Acct No.	Description	Amount
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From	0100.0661.005700	Vehicles > \$5,000	\$1,000.00
To	0100.0661.004350	Printed Materials & Binding	\$1,000.00

5. Discuss, consider and take appropriate action on approving compensation changes, position titles changes, position grade changes, and any corresponding line item transfers.
6. Discuss, consider, and take appropriate action on authorizing the disposal of two 2015 Chevy Tahoes, VIN #3756 and VIN #3604, through Auction, pursuant to Texas Local Government Code 263.152.
7. Discuss, consider, and take appropriate action on acknowledging the 2023 continuing education certificates for Commissioner Terry Cook.
8. To consider and note in the minutes the completion of the required 20 hours of continuing education hours for County Clerk Nancy E. Rister as prescribed in Tx Govt Code 51.605.
9. Discuss, consider and take appropriate action on approving the 2023 Racial Profiling Report for Pct. 3 Constable's Office.
10. Discuss, consider, and take appropriate action to approve Justice of the Precinct 2 January 2024 Monthly Report in compliance with Code of Criminal Procedure 103.005.
11. Discuss, consider and take appropriate action to approve the Justice of the Peace, Pct. 3, January 2024 Monthly Report in compliance with Code of Criminal Procedure § 103.005.
12. Discuss, consider and take appropriate action to approve Justice of the Peace, Pct. 4, January 2024 Monthly Report in compliance with Code of Crim. Proc. § 103.005.
13. Discuss, consider, and take appropriate action on authorizing the termination of the Addendum to Carrier Corporation's Service Agreement for HVAC maintenance services, effective May 2, 2023, and that appropriate officials take necessary actions to provide notice of such termination.
14. Discuss, consider and take appropriate action to approve the Tax Collection Agreement between the Parkside on the River Municipal Utility District No 2 and the County of Williamson, Texas.
15. Discuss, consider and take any appropriate action pursuant to Tex. Transp. Code § 251.152 regarding a proposed street name change in Pct. 3 from Buckskin to Monument Dr in Brushy Creek Section 2
16. Discuss, consider, and take appropriate action on approving Contract #2024127 between Williamson County and CDW-G for as-needed system support, in the not-to-exceed amount of \$10,000, per Sourcewell contract #081419, and authorizing the execution of the agreement

17. Discuss, consider and take appropriate action on approving the Utility Card Payment Policy and approving an annual exemption of utility expenditures from competitive bidding requirements in accordance with Texas Local Government Code 262.024 DISCRETIONARY EXEMPTIONS (a) A contract for the purchase of any of the following items is exempt from the requirement established by Section 262.023 if the Commissioners Court by order grants the exemption (7) an item that can be obtained from only one source, including: (C) electric power, gas, water, and other utility services.
18. Discuss, consider, and take appropriate action on a GLO Contract No. 22-130-049-E461 Subrecipient Agreement for Local Hazard Mitigation Planning in relation to an update of the Williamson County Department of Emergency Management's Hazard Mitigation Multijurisdictional Plan.
19. Discuss, consider and take appropriate action on rejecting bids submitted on RFP #23RFP59 Emergency Disaster Response Services and/or Supplies for Emergency Management and authorize the Purchasing Agent to advertise and receive sealed bids under the new RFP #24RFP34.
20. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed proposals for Countywide Disaster Related Debris Removal Services, under RFP #24RFP35.
21. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed proposals for Countywide Disaster Related Debris Monitoring Services, under RFP #24RFP36.
22. Discuss, consider and take appropriate action on approving Agreement #2024128 between Williamson County and The Healthy Dispatcher, LLC to provide training classes for Williamson County 911 Communications department in the not-to-exceed amount \$58,000.00, exempting the purchase from the competitive bidding requirements for said service established by Section 262.024 (a)(4) [a personal service] of the Texas Local Government Code Discretionary Exemptions and authorizing execution of the agreement.
23. Discuss, consider, and take appropriate action on awarding RFP #24RFP18 Consultant to Develop the 2024-2028 HUD Consolidated Plan and 2024-2025 Annual Action Plan to the overall best respondent Northeast and Bucks Company T/A Mullin & Lonergan Associates, Inc. and authorizing the contract period Consolidated Five (5) Year Plan for Fiscal Years 2019-2023 and the One (1) Year Annual Plan for Fiscal year 2019-2020 in the not-to-exceed amount of \$37,700.00 and authorize the execution of the agreement.
24. Discuss, consider and take appropriate action on approving Agreement #2024120 between TransUnion Risk and Alternative Data Solutions, Inc. and Williamson County for a research database subscription in the amount of \$9,600.00, and authorizing execution of the agreement.
25. Discuss, consider and take appropriate action on approving the Service Agreement #2024124 between Southwest Solutions Group and Williamson County for the amount of \$553.29 and authorizing the execution of the Agreement.

26. Discuss, consider, and take appropriate action on authorizing the purchase and service contract #2024129 between G2 Construction Services, Inc. and Williamson County for Cedar Park Annex Conference Room Remodel, in the amount of Twenty Thousand Dollars (\$20,000.00), pursuant to TIPS contract 211001 and authorize execution of the agreement.
27. Discuss, consider, and take appropriate action on approving Exhibit A to the ensuing agreement for IFB #24IFB6 Cross Culvert Replacements for FY24, approved on 01.23.2024 court agenda item #55 to SJ&J Construction, LLC and authorize execution of the exhibit.
28. Discuss, consider and take appropriate action on Supplemental Work Authorization No 4 to Work Authorization No 3 under Williamson County Contract between Walker Texas Surveyors, Inc. and Williamson County dated May 19, 2020 for CR 255/CR 289 (CR 254 to Ronald Reagan Blvd.) Survey. This supplemental is to extend the expiration date to July 31, 2024. Funding source: P546.
29. Discuss, consider and take appropriate action on Supplemental Work Authorization No 3 to Work Authorization No 4 under Williamson County Contract between Walker Texas Surveyors, Inc. and Williamson County dated May 19, 2020 for CR 255/CR 289 Parcel Acquisition. This supplemental is to extend the expiration date to December 31, 2024. Funding source: P546.
30. Discuss, consider and take appropriate action on approval of the final plat for the Santa Rita Ranch Phase 6 Section 2 subdivision – Precinct 2.
31. Discuss, consider and take appropriate action on approval of the final plat for the Santa Rita Ranch Phase 7A Section 2 subdivision – Precinct 2.

REGULAR AGENDA

32. Discuss, consider, and take appropriate action on authorizing the approval of the Mutual Termination Agreement with UT Health for the Cardiac Arrest Registry to Enhance Survival Program.
33. Discuss, consider and take appropriate action on approving the Williamson County Facility Use and Indemnity Agreement with Boy Scouts of America for the Sheriff's Office.
34. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to issue a Purchase Order to Caldwell Country Chevrolet/Ford for 35 approved fleet vehicles for Fiscal Year 24 in the amount of \$1,790,662.96.
35. Discuss, consider, and take appropriate action on awarding #23RFP111 Williamson County Fiber Optic Expansion to Brycomm Communication Services, LLC D/B/A Brycomm LLC, in the amount of \$8,081,857.00 and authorize execution of the agreement. Funding source is ARPA 445P.
36. Discuss, consider, and take appropriate action on authorizing the purchase and service contract #2024130 between G2 Construction Services, Inc. and Williamson County for Cedar Park Annex Restroom Remodel, in the amount of One Hundred One thousand Dollars (\$101,000.00), pursuant to TIPS contract 211001, and authorize execution of the agreement.

37. Discuss, consider, and take appropriate action on transferring \$1,600,000 from P623 (CR 313) to P646 (CR 404 Widening and Pavement Rehabilitation).
38. Discuss, consider, and take appropriate action on a Second County Addendum to Interlocal Agreement with Aqua Utilities Inc., regarding reimbursement for inspection, permitting, construction, and other services related to the water line relocations associated with the County's roadway and drainage improvements of the South San Gabriel Ranches subdivision.
39. Discuss, consider and take appropriate action on Change Order No. 1, to contract 23IFB98 – South San Gabriel Ranches Subdivision Road and Drainage Improvements, in the amount of \$262,478.00. Funding Source is P489.
40. Discuss, consider, and take appropriate action on the Grant Application, Resolution and Financial Commitment Letter, with a commitment to contribute the local match if the project is selected for funding for the Liberty Hill Program of Projects to Reconnect Liberty Hill, Texas. Funding Source: 2023 road bond funds
41. Discuss, consider, and take appropriate action regarding Change Order No. 3 in the amount of (\$292,169.97) for Project 23IFB13 Bud Stockton (Cash Construction) P: 307 Funding Source: Road Bond.
42. Discuss, consider, and take appropriate action regarding Change Order No. 2 in the amount of (\$102,266.57) for Project 23IFB6 CR 404 at FM 973 (Jordan Foster) P: 390 Funding Source: Road Bond.
43. Discuss, consider, and take appropriate action regarding Change Order No. 2 in the amount of \$35,000.00 for Project 23IFB34 CR 307 Reconstruction (Joe Bland Construction) P: 394 Funding Source: Road Bond.
44. Discuss, consider and take appropriate action on Contract Amendment No. 4 to the RM 2243 (Hero Way) contract between Williamson County and BGE, Inc. relating to the 2019 Road Bond Program. Project: P326 Fund Source: Road Bonds
45. Discuss, consider and take appropriate action on a purchase contract with Elvin and Donna Hall for 0.789 acres needed as right of way on the CR 255 project and 0.0607 acres and 0.3464 acres needed as right of way on the Ronald Reagan Segment C project. (Parcel 49 and 10) Funding Source: TANS P588
46. Discuss, consider and take appropriate action on a purchase contract with Julie Li for 1.157 acres needed as right of way on the Bagdad Road @ CR 279 project. (Parcel 24) Funding Source: Road Bonds P343
47. Discuss, consider and take appropriate action on 2 possession and use agreements with Elsa Moore for 4.035 acres and 5.012 acres required as right of way for the Hero Way project. (Parcel 205.1 and 205.2) Funding Source: TANS P588

48. Discuss, consider and take appropriate action on a real estate contract with Edward A. Kirkpatrick, As Successor Co-Trustee Of The Albert R. Champion Exemption Equivalent Trust, And John A. Kirkpatrick, As Successor Co-Trustee Of The Albert R. Champion Exemption Equivalent Trust, And As Independent Executor Of The Estate Of Emogene M. Champion, Deceased for 11.237 acres required as right of way, 0.005 acres required as a drainage easement and 3.091 required as an electric line easement for the Hero Way project. (Parcel 314) Funding Source: TANS P588
49. Discuss, consider and take appropriate action on a possession and use agreement with Hero Way Capital, LLC to acquire 2.801 acres required as right of way and 1.154 acres required as an electric line easement for the Hero Way project. (Parcel 320). Funding Source: TANS P588
50. Discuss and consider authorizing the County Judge to execute an Order creating Williamson County Reinvestment Zone No. 2.
51. Discuss, consider and take appropriate action on a purchase contract with FM 973 TRC1, LLC for 2.420 acres needed as right of way on the Corridor A-2 project. Funding Source: TANS P588
52. Discuss, consider and take appropriate action on a purchase contract with Taylor FM 973 LLC for 23.864 acres and 4.951 acres needed as right of way on the Corridor A-2 project. Funding Source: TANS P588
53. Discuss, consider and take appropriate action on a claim for actual moving expenses with Jeff Arbogust for personal property required to be moved as a result of the right of way acquisition for the Hero Way project (Parcel 221). Funding Source: TANS P588
54. Discuss, consider and take appropriate action on a claim for actual moving expenses with Deedee Loveless for personal property required to be moved as a result of the right of way acquisition for the E. Wilco Highway project (Parcel 49). Funding Source: TANS P588

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)."

55. 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 the acquisition of 321 Ed Schmidt Blvd., #300, Hutto, Texas
- p) Discuss the acquisition of right of way for Bagdad Road/CR 279.
- q) Discuss the acquisition of right of way for CR 314.
- r) Discuss acquisition of right of way for Corridor J.
- s) Discuss the acquisition of real property for Southwestern Blvd.
- t) Discuss the acquisition of right-of-way for CR 313.

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

56. 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
- k) Project School Bus

57. 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. 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
12. 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
13. Cause No. 23-0612-C395; Kirsten Davis v. Williamson County, Texas, et al.; In the 395th Judicial District Court of Williamson County, Texas
14. Cause No. 23-1061-C368; Heather Lorenzen v. Williamson County; In the 368th Judicial District Court of Williamson County, Texas
15. 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
16. 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
17. 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
18. Cause No. 2SC-23-0402; Wanda Wolsch v. Johnson Development, et al.; In the Justice Court of Williamson County, Precinct Two
19. Civil Action No. 1:24-cv-00086; Kailey Padilla v. Daniel Osvaldo Perez and Williamson County; In the United States District Court for the Western District of Texas, Austin Division
20. Cause No. 24-0219-C395; Debra Damman et al. v. Steve Armbruster et al.; In the 395th Judicial District Court of Williamson County, Texas
21. Cause No. 24-0115-C395; Williamson County Republican Party Executive Committee, John Gordon, Precinct Chair #123, Debra Damman, Precinct Chair #151 v. Williamson County Elections Department et al., In the 395th District Court of Williamson County, Texas

c. Administrative Complaints:

1. EEOC Charge No. 451-2023-00766 - K.B

d. Claims:

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.

58. 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).
59. 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).
60. 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)

61. Discuss and take appropriate action concerning economic development.
62. Discuss and take appropriate action concerning real estate.
63. Discuss, consider and take appropriate action on pending or contemplated litigation, settlement matters and other legal matters, including the following:
 - a. **General:**
 1. Litigation or claims or potential litigation or claims against the County or by the County
 2. Status Update-Pending Cases or Claims
 3. Employee/personnel related matters
 4. Other confidential attorney-client matters, including contracts and certain matters related to county defense issues in which the duty of the attorney to the governmental body within the attorney/client relationship clearly conflicts with Chapter 551 of the Texas Government Code.
 - b. **Litigation:**
 1. Cause No. 19-0850-C368; County of Williamson vs. Purdue Pharma, LP et al., In the District Court of Williamson County, Texas/County of Williamson v. Purdue Pharma, L.P., et al., MDL PRETRIAL CAUSE NO. 2018-63587, in the 152d District Court of Harris County, Texas.
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 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

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12. 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

13. Cause No. 23-0612-C395; Kirsten Davis v. Williamson County, Texas, et al.; In the 395th Judicial District Court of Williamson County, Texas

14. Cause No. 23-1061-C368; Heather Lorenzen v. Williamson County; In the 368th Judicial District Court of Williamson County, Texas

15. 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

16. 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

17. 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

18. Cause No. 2SC-23-0402; Wanda Wolsch v. Johnson Development, et al.; In the Justice Court of Williamson County, Precinct Two

19. Civil Action No. 1:24-cv-00086; Kailey Padilla v. Daniel Osvaldo Perez and Williamson County; In the United States District Court for the Western District of Texas, Austin Division

20. Cause No. 24-0219-C395; Debra Damman et al. v. Steve Armbruster et al.; In the 395th Judicial District Court of Williamson County, Texas

21. Cause No. 24-0115-C395; Williamson County Republican Party Executive Committee, John Gordon, Precinct Chair #123, Debra Damman, Precinct Chair #151 v. Williamson County Elections Department et al., In the 395th District Court of Williamson County, Texas

c. Administrative Complaints:

1. EEOC Charge No. 451-2023-00766 - K.B

d. Claims:

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.

64. 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.

65. Comments from Commissioners.

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

Bill Gravell, Jr., County Judge

This notice of meeting was posted in the locked box located on the south side of the Williamson County Courthouse, a place readily accessible to the general public at all times, on the 9th day of February 2024 at 3:00 P.M. and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Commissioners Court - Regular Session

3.

Meeting Date: 02/13/2024

Line Item Transfer

Submitted By: Abdy McComas, County Court At Law #1

Department: County Court At Law #1

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a line item transfer for County Court at Law #1.

Background

We have a new employee who transferred into our department who is allotted more longevity than we had budgeted.

Fiscal Impact

From/To	Acct No.	Description	Amount
FROM	0100-0426-003100	CCL#1/OFFICE SUPPLIES	\$1,052.67
FROM	0100-0426-003901	CCL#1/PUBLICATION/BOOKS/PERIOD	\$100.00
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TO	0100-0426-002010	CCL#1/FICA	\$96.02
TO	0100-0426-002020	CCL#1/RETIREMENT	\$201.45

Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Budget Office

Form Started By: Abdy McComas

Final Approval Date: 02/08/2024

Reviewed By

Becky Pruitt

Saira Hernandez

Date

02/05/2024 02:07 PM

02/08/2024 09:46 AM

Started On: 02/05/2024 08:32 AM

Commissioners Court - Regular Session

4.

Meeting Date: 02/13/2024

LIT for the Environmental Services Division

Submitted For: Robert Daigh

Submitted By: Vicky Edwards, Infrastructure

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a line item transfer for the Environmental Services Division.

Background

This transfer is necessary to order envelopes for On Site Sewage Facilities.

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0661.005700	Vehicles > \$5,000	\$1,000.00
To	0100.0661.004350	Printed Materials & Binding	\$1,000.00

Attachments

No file(s) attached.

Form Review

Inbox

Hal Hawes
 County Judge Exec Asst.
 Budget Office
 Form Started By: Vicky Edwards
 Final Approval Date: 02/08/2024

Reviewed By

Hal Hawes
 Becky Pruitt
 Saira Hernandez

Date

02/07/2024 10:40 AM
 02/07/2024 10:43 AM
 02/08/2024 09:46 AM
 Started On: 01/25/2024 03:24 PM

Commissioners Court - Regular Session

5.

Meeting Date: 02/13/2024

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
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Attachments

Merit Report

Merit LIT

2.13.24_Position Changes

Form Review

Inbox

Human Resources (Originator)

County Judge Exec Asst.

Form Started By: Kayla Marek

Final Approval Date: 02/08/2024

Reviewed By

Laura Cervantes

Becky Pruitt

Date

02/07/2024 12:54 PM

02/08/2024 09:20 AM

Started On: 02/07/2024 12:19 PM

Department	Position	Emp Num	Current Annual Salary	Annual Merit Amt	Merit %	New Annual Salary	Lump-sum Merit	Pay Proposal Reason	Effective Date of Change
District Clerk	Deputy District Clerk.0751.001100.	14462	\$42,003.25	\$1,680.12	4.00	\$43,683.37	-	MERIT	16-Feb-24
District Clerk	Court Specialist.0737.001100.	14723	\$44,141.70	\$1,765.67	4.00	\$45,907.37	-	MERIT	1-Mar-24
District Clerk	Deputy District Clerk.0758.001100.	16773	\$42,003.25	\$1,680.12	4.00	\$43,683.37	-	MERIT	16-Feb-24
Elections	Deputy Elections Admin.0766.001100.	15710	\$76,732.76	\$5,371.34	7.00	\$82,104.10	-	MERIT	16-Feb-24
Elections	Voting System Analyst.0767.001100.	11959	\$61,147.59	\$1,834.44	3.00	\$62,982.03	-	MERIT	16-Feb-24
Emergency Medical Services	EMS Paramedic.0854.001100.	16390	\$44,488.81	\$1,779.54	4.00	\$46,268.35	-	MERIT	16-Feb-24
Emergency Medical Services	EMS Paramedic.0839.001100.	16382	\$44,488.81	\$1,779.54	4.00	\$46,268.35	-	MERIT	16-Feb-24
Emergency Medical Services	EMS Paramedic.0834.001100.	16383	\$44,488.81	\$1,779.54	4.00	\$46,268.35	-	MERIT	16-Feb-24
Emergency Medical Services	EMS Paramedic.0851.001100.	16388	\$44,488.81	\$1,779.54	4.00	\$46,268.35	-	MERIT	16-Feb-24
Emergency Medical Services	EMS Paramedic.0824.001100.	16389	\$44,488.81	\$1,779.54	4.00	\$46,268.35	-	MERIT	16-Feb-24
Emergency Medical Services	EMS Paramedic.0868.001100.	16391	\$44,488.81	\$1,779.54	4.00	\$46,268.35	-	MERIT	16-Feb-24
Emergency Medical Services	EMS Paramedic.0825.001100.	16381	\$44,488.81	\$1,779.54	4.00	\$46,268.35	-	MERIT	16-Feb-24
Facilities Management	Planner I.2039.001100.	16623	\$63,626.68	\$1,272.44	2.00	\$64,899.12	-	MERIT	16-Feb-24

				(TO)	(FROM)
entity	fund	dept	object	dr	cr
01	0100	0450	001100	5,125.91	
01	0100	0450	001130		5,125.91
01	0100	0492	001100	7,205.78	
01	0100	0492	001130		7,205.78
01	0100	0540	001100	12,456.78	
01	0100	0540	002010	952.94	
01	0100	0540	002020	1,999.31	
01	0100	8004	001130		12,456.78
01	0100	8004	002010		952.94
01	0100	8004	002020		1,999.31
01	0100	0509	001100	1,272.44	
01	0100	0509	001130		1,272.44

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
0581 - 911 Communications	0170	15861	\$60,155.83	\$60,155.83	\$61,874.58	\$60,635.38	\$1,239.20	N/A	Reallocation of position budget as allowed by policy. Surplus salary from PCN 0170 to PCN 0174	2/16/2024
0581 - 911 Communications	0174	Vacant	N/A	N/A	\$61,960.52	\$63,199.72	N/A	\$1,239.20	Reallocation of position budget as allowed by policy. Surplus salary from PCN 0170 to PCN 0174	2/16/2024
0560 - Sheriff's Office	1376	Vacant	N/A	N/A	N/A	N/A	N/A	N/A	Title and Grade change only: Conversion from Evidence Technician (B.21) to Crime Scene Specialist (B.25).	2/16/2024
0545-Animal Shelter	1884	16467	N/A	N/A	N/A	N/A	N/A	N/A	Title change only: from Foster/Volunteer Coordinator to Foster Programs Supervisor	2/16/2024

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

Commissioners Court - Regular Session

6.

Meeting Date: 02/13/2024

Vehicle Status Change 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 two 2015 Chevy Tahoes, VIN #3756 and VIN #3604, through Auction, pursuant to Texas Local Government Code 263.152.

Background

Please see the attachment for details.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

VSC Assets for Auction

Form Review

Inbox

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Misty Brooks

Final Approval Date: 02/08/2024

Reviewed By

Joy Simonton

Becky Pruitt

Date

02/07/2024 01:53 PM

02/08/2024 09:19 AM

Started On: 02/07/2024 09:34 AM

County VIN/Serial Number	1GNLC2ECXFR583756
Make	Chevy
License Plate	1195808
Year	2015
Model	Tahoe
Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY
Receiving Department Authorized Signer	
Receiving Department Contact Phone Number	
Department Authorized Signer	Brian Olson
Equipment Unit Number	4B1534
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)	Mileage 139169
Title Approved for (Audit)	No change needed; current title is still valid
Enter Agenda Date:	2/13/2024
VSC Review	
Department	554 - Constable Pct 4
Receiving Department	
Short VIN	
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	✔ Brian Olson 2/5/2024 10:23 PM 1.0
Receiving Department Signature	✘
Budget Office Signature Acknowledgement	✘
Authorized Fleet Staff Digital Signature	✔ Kevin Teller 2/6/2024 6:31 AM
Authorizing Risk Employee Signature	✔ Kristin McGrath 2/6/2024 3:06 PM
Auditor's Authorized Employee Signature	✔ Nancy Schiller 2/6/2024 3:27 PM
Purchasing Department Signature	✔ Misty Brooks 2/7/2024 9:28 AM
DeeparAuthSignedCalculated	No
ReceivingDeptauthsigcalculated	EMPTY
delete duplicate Unit Number	
ID	68
Version	6.0
Attachments	False
Created	2/5/2024 10:23 PM
Created By	Brian Olson
Modified	2/7/2024 9:28 AM
Modified By	Misty Brooks

County VIN/Serial Number	1GNLC2EC9FR583604
Make	Chevy
License Plate	1195809
Year	2015
Model	Tahoe
Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY
Receiving Department Authorized Signer	
Receiving Department Contact Phone Number	
Department Authorized Signer	Brian Olson
Equipment Unit Number	4B1533
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)	Mileage 89659
Title Approved for (Audit)	No change needed; current title is still valid
Enter Agenda Date:	2/13/2024
VSC Review	
Department	554 - Constable Pct 4
Receiving Department	
Short VIN	
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	✔ Brian Olson 2/5/2024 10:24 PM
Receiving Department Signature	✘
Budget Office Signature Acknowledgement	✘
Authorized Fleet Staff Digital Signature	✔ Kevin Teller 2/6/2024 6:30 AM
Authorizing Risk Employee Signature	✔ Kristin McGrath 2/6/2024 3:02 PM
Auditor's Authorized Employee Signature	✔ Nancy Schiller 2/6/2024 3:28 PM
Purchasing Department Signature	✔ Misty Brooks 2/7/2024 9:30 AM
DeeparAuthSignedCalculated	No
ReceivingDeptauthsigcalculated	EMPTY
delete duplicate Unit Number	
ID	67
Version	7.0
Attachments	False
Created	2/5/2024 10:18 PM
Created By	Brian Olson
Modified	2/7/2024 9:30 AM
Modified By	Misty Brooks

Commissioners Court - Regular Session

7.

Meeting Date: 02/13/2024

2023 Continuing Education Certificates

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 acknowledging the 2023 continuing education certificates for Commissioner Terry Cook.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

2023 Continuing Education Certificates

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Garry Brown

Final Approval Date: 02/07/2024

Reviewed By

Becky Pruitt

Date

02/07/2024 10:44 AM

Started On: 02/06/2024 03:20 PM

CERTIFICATE OF PARTICIPATION

The Texas A&M AgriLife Extension Service

Awards This Certificate To

Terry Cook

For Successfully Completing 7.25 Hours of Educational Training
During the District 8 County Judges and Commissioners Conference

November 1, 2023
Meridian, TX

TEXAS A&M
AGRILIFE
EXTENSION



PRAIRIE VIEW
A&M UNIVERSITY
COLLEGE OF AGRICULTURE
AND HUMAN SCIENCES

Cooperative Extension Program

A handwritten signature in black ink, appearing to read 'Rick Avery', positioned above a horizontal line.

Dr. Rick Avery, Director

A handwritten signature in blue ink, appearing to read 'Jay Kingston', positioned above a horizontal line.

Jay Kingston, District Extension Administrator

Certificate of Completion

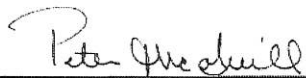
The V.G. Young Institute of County Government
Awards This Certificate To

Terry Cook

For Successfully Completing 16.00 Hours of Educational Training

65th Annual VG Young School for Commissioners Courts

Bryan, TX



Peter J. McGill, Ph.D., Director
V.G. Young Insitute of County Government



Harold Keeter, President
County Judges & Commissioners Association of Texas



Rick Avery, Ph.D., Director
Texas A&M AgriLife Extension Service

February 21-23, 2023

Certificate of Completion

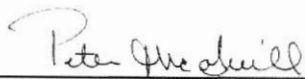
The V.G. Young Institute of County Government
Awards This Certificate To

Terry Cook

For Successfully Completing 4.00 Hours of Educational Training

Administrative Training: County Budgeting

Bryan, TX



Peter J. McGill, Ph.D., Director
V.G. Young Institute of County Government



Harold Keeter, President
County Judges & Commissioners Association of Texas



Rick Avery, Ph.D., Director
Texas A&M AgriLife Extension Service

February 21, 2023

Commissioners Court - Regular Session

8.

Meeting Date: 02/13/2024

Note County Clerk CE Hrs 2023

Submitted For: Nancy Rister

Submitted By: Nancy Rister, County Clerk

Department: County Clerk

Agenda Category: Consent

Information

Agenda Item

To consider and note in the minutes the completion of the required 20 hours of continuing education hours for County Clerk Nancy E. Rister as prescribed in Tx Govt Code 51.605.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Co Clerk CE certificate

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Nancy Rister

Final Approval Date: 02/05/2024

Reviewed By

Becky Pruitt

Date

02/05/2024 02:08 PM

Started On: 02/05/2024 10:21 AM



COUNTY & DISTRICT CLERKS' ASSOCIATION OF TEXAS

Certificate of Completion Awarded to

Nancy E. Rister

Williamson County, County Clerk

*For completing the required 20 Hours of Continuing Education for 2023 as
prescribed in Section 51.605 of the Texas Government Code.*

In Witness therefore, recognition is hereby made this January 2024.

Julie Smith, President

John Warren, Vice President

Commissioners Court - Regular Session

9.

Meeting Date: 02/13/2024

State Racial Profiling Report 2023 - Pct 3 Constable

Submitted For: Patrick Hurley

Submitted By: Patrick Hurley, Constable Pct. #3

Department: Constable Pct. #3

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving the 2023 Racial Profiling Report for Pct. 3 Constable's Office.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Racial Prolife Report 2023

Racial Profile Analysis Report 2023

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Patrick Hurley

Final Approval Date: 02/08/2024

Reviewed By

Becky Pruitt

Date

02/08/2024 09:25 AM

Started On: 02/07/2024 04:21 PM

Racial Profiling Report | Full

Agency Name: WILLIAMSON CO. CONST. PCT. 3
Reporting Date: 01/18/2024
TCOLE Agency Number: 491103

Chief Administrator: MATTHEW LINDEMANN

Agency Contact Information:
Phone: (512) 943-1434
Email: matt.lindemann@wilco.org

Mailing Address:
100 WILCO WAY STE C101
GEORGETOWN, TX 78626-2601

This Agency filed a full report

WILLIAMSON CO. CONST. PCT. 3 has adopted a detailed written policy on racial profiling. Our policy:

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

The WILLIAMSON CO. CONST. PCT. 3 has satisfied the statutory data audit requirements as prescribed in Article

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

Executed by: PATRICK D. HURLEY
CHIEF DEPUTY

Date: 01/18/2024

Total stops: 1007

Street address or approximate location of the stop

City street	376
US highway	20
County road	495
State highway	116
Private property or other	0

Was race or ethnicity known prior to stop?

Yes	11
No	996

Race / Ethnicity

Alaska Native / American Indian	4
Asian / Pacific Islander	125
Black	99
White	590
Hispanic / Latino	189

Gender

Female	407
Alaska Native / American Indian	2
Asian / Pacific Islander	44
Black	34
White	266
Hispanic / Latino	61
Male	600
Alaska Native / American Indian	2
Asian / Pacific Islander	81
Black	65
White	324
Hispanic / Latino	128

Reason for stop?

Violation of law	1
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0

Hispanic / Latino	1
Preexisting knowledge	2
Alaska Native / American Indian	0
Asian / Pacific Islander	1
Black	0
White	1
Hispanic / Latino	0
Moving traffic violation	899
Alaska Native / American Indian	4
Asian / Pacific Islander	121
Black	82
White	531
Hispanic / Latino	161
Vehicle traffic violation	105
Alaska Native / American Indian	0
Asian / Pacific Islander	3
Black	17
White	58
Hispanic / Latino	27
Was a search conducted?	
Yes	5
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	1
White	2
Hispanic / Latino	2
No	1002
Alaska Native / American Indian	4
Asian / Pacific Islander	125
Black	98
White	588
Hispanic / Latino	187
Reason for Search?	
Consent	1
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0

Hispanic / Latino	1		
Contraband	0		
Alaska Native / American Indian	0		
Asian / Pacific Islander	0		
Black	0		
White	0		
Hispanic / Latino	0		
Probable	1		
Alaska Native / American Indian	0		
Asian / Pacific Islander	0		
Black	1		
White	0		
Hispanic / Latino	0		
Inventory	1		
Alaska Native / American Indian	0		
Asian / Pacific Islander	0		
Black	0		
White	1		
Hispanic / Latino	0		
Incident to arrest	2		
Alaska Native / American Indian	0		
Asian / Pacific Islander	0		
Black	0		
White	1		
Hispanic / Latino	1		
Was Contraband discovered?			
Yes	4	Did the finding result in arrest?	
		(total should equal previous column)	
Alaska Native / American Indian	0	Yes 0	No 0
Asian / Pacific Islander	0	Yes 0	No 0
Black	1	Yes 1	No 0
White	1	Yes 1	No 0
Hispanic / Latino	2	Yes 2	No 0
No	1		
Alaska Native / American Indian	0		
Asian / Pacific Islander	0		
Black	0		
White	1		
Hispanic / Latino	0		

Description of contraband	
Drugs	2
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	1
White	0
Hispanic / Latino	1
Weapons	1
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	1
Hispanic / Latino	0
Currency	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Alcohol	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Stolen property	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Other	1
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	1
Result of the stop	
Verbal warning	33

Alaska Native / American Indian	0
Asian / Pacific Islander	4
Black	5
White	18
Hispanic / Latino	6
Written warning	676
Alaska Native / American Indian	2
Asian / Pacific Islander	86
Black	69
White	424
Hispanic / Latino	95
Citation	293
Alaska Native / American Indian	2
Asian / Pacific Islander	35
Black	25
White	146
Hispanic / Latino	85
Written warning and arrest	3
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	1
Hispanic / Latino	2
Citation and arrest	1
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	1
Hispanic / Latino	0
Arrest	1
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	1
Arrest based on	
Violation of Penal Code	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0

Black	0
White	0
Hispanic / Latino	0
Violation of Traffic Law	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Violation of City Ordinance	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Outstanding Warrant	5
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	2
Hispanic / Latino	3

Was physical force resulting in bodily injury used during stop?

Yes	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Resulting in Bodily Injury To:	
Suspect	0
Officer	0
Both	0
No	1007
Alaska Native / American Indian	4
Asian / Pacific Islander	125
Black	99
White	590
Hispanic / Latino	189

Number of complaints of racial profiling

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

Comparative Analysis

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

Optional Narrative

N/A

Submitted electronically to the



The Texas Commission on Law Enforcement

Racial Profiling Analysis Report

WILLIAMSON CO. CONST. PCT. 3

01. Total Traffic Stops:	1007	
02. Location of Stop:		
a. City Street	376	37.34%
b. US Highway	20	1.99%
c. County Road	495	49.16%
d. State Highway	116	11.52%
e. Private Property or Other	0	0.00%
03. Was Race known prior to Stop:		
a. NO	996	98.91%
b. YES	11	1.09%
04. Race or Ethnicity:		
a. Alaska/ Native American/ Indian	4	0.40%
b. Asian/ Pacific Islander	125	12.41%
c. Black	99	9.83%
d. White	590	58.59%
e. Hispanic/ Latino	189	18.77%
05. Gender:		
a. Female	407	40.42%
i. Alaska/ Native American/ Indian	2	0.20%
ii. Asian/ Pacific Islander	44	4.37%
iii. Black	34	3.38%
iv. White	266	26.42%
v. Hispanic/ Latino	61	6.06%
b. Male	600	59.58%
i. Alaska/ Native American/ Indian	2	0.20%
ii. Asian/ Pacific Islander	81	8.04%
iii. Black	65	6.45%
iv. White	324	32.17%
v. Hispanic/ Latino	128	12.71%
06. Reason for Stop:		
a. Violation of Law	1	0.10%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%

Racial Profiling Analysis Report

iii. Black	0	0.00%
iv. White	0	0.00%
v. Hispanic/ Latino	1	100.00%
b. Pre-Existing Knowledge	2	0.20%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	1	50.00%
iii. Black	0	0.00%
iv. White	1	50.00%
v. Hispanic/ Latino	0	0.00%

c. Moving Traffic Violation	899	89.28%
i. Alaska/ Native American/ Indian	4	0.44%
ii. Asian/ Pacific Islander	121	13.46%
iii. Black	82	9.12%
iv. White	531	59.07%
v. Hispanic/ Latino	161	17.91%

d. Vehicle Traffic Violation	105	10.43%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	3	2.86%
iii. Black	17	16.19%
iv. White	58	55.24%
v. Hispanic/ Latino	27	25.71%

07. Was a Search Conducted:

a. NO	1002	99.50%
i. Alaska/ Native American/ Indian	4	0.40%
ii. Asian/ Pacific Islander	125	12.48%
iii. Black	98	9.78%
iv. White	588	58.68%
v. Hispanic/ Latino	187	18.66%
b. YES	5	0.50%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	1	20.00%
iv. White	2	40.00%
v. Hispanic/ Latino	2	40.00%

08. Reason for Search:

a. Consent	1	0.10%
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Racial Profiling Analysis Report

i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	0	0.00%
v. Hispanic/ Latino	1	100.00%
b. Contraband in Plain View	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
c. Probable Cause	1	0.10%
ii. Alaska/ Native American/ Indian	0	0.00%
i. Asian/ Pacific Islander	0	0.00%
iii. Black	1	100.00%
iv. White	0	0.00%
v. Hispanic/ Latino	0	0.00%
d. Inventory	1	0.10%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	1	100.00%
v. Hispanic/ Latino	0	0.00%
e. Incident to Arrest	2	0.20%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	1	50.00%
v. Hispanic/ Latino	1	50.00%
09. Was Contraband Discovered:		
YES	4	0.40%
i. Alaska/ Native American/ Indian	0	0.00%
Finding resulted in arrest - YES	0	
Finding resulted in arrest - NO	0	
ii. Asian/ Pacific Islander	0	0.00%
Finding resulted in arrest - YES	0	
Finding resulted in arrest - NO	0	
iii. Black	1	25.00%

Racial Profiling Analysis Report

Finding resulted in arrest - YES	1	
Finding resulted in arrest - NO	0	
iv. White	1	25.00%
Finding resulted in arrest - YES	1	
Finding resulted in arrest - NO	0	
v. Hispanic/ Latino	2	50.00%
Finding resulted in arrest - YES	2	
Finding resulted in arrest - NO	0	
b. NO	1	0.10%
i. Alaska/ Native American/ Indian	0	0.00%
i. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	1	100.00%
v. Hispanic/ Latino	0	0.00%
10. Description of Contraband:		
a. Drugs	2	0.20%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	1	50.00%
iv. White	0	0.00%
v. Hispanic/ Latino	1	50.00%
b. Currency	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
c. Weapons	1	0.10%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	1	100.00%
v. Hispanic/ Latino	0	0.00%
d. Alcohol	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	

Racial Profiling Analysis Report

v. Hispanic/ Latino	0	
e. Stolen Property	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
f. Other	1	0.10%
i. Alaska/ Native American/ Indian	0	0.00%
i. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	0	0.00%
v. Hispanic/ Latino	1	100.00%

11. Result of Stop:

a. Verbal Warning	33	3.28%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	4	12.12%
iii. Black	5	15.15%
iv. White	18	54.55%
v. Hispanic/ Latino	6	18.18%
b. Written Warning	676	67.13%
i. Alaska/ Native American/ Indian	2	0.30%
ii. Asian/ Pacific Islander	86	12.72%
iii. Black	69	10.21%
iv. White	424	62.72%
v. Hispanic/ Latino	95	14.05%
c. Citation	293	29.10%
i. Alaska/ Native American/ Indian	2	0.68%
ii. Asian/ Pacific Islander	35	11.95%
iii. Black	25	8.53%
iv. White	146	49.83%
v. Hispanic/ Latino	85	29.01%
d. Written Warning and Arrest	3	0.30%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	1	33.33%
v. Hispanic/ Latino	2	66.67%

Racial Profiling Analysis Report

e. Citation and Arrest	1	0.10%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	1	100.00%
v. Hispanic/ Latino	0	0.00%
f. Arrest	1	0.10%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	0	0.00%
v. Hispanic/ Latino	1	100.00%
12. Arrest Based On:		
a. Violation of Penal Code	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
b. Violation of Traffic Law	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
c. Violation of City Ordinance	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
d. Outstanding Warrant	5	0.50%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	2	40.00%
v. Hispanic/ Latino	3	60.00%

Racial Profiling Analysis Report

13. Was Physical Force Used:

a. NO	1007	100.00%
i. Alaska/ Native American/ Indian	4	0.40%
ii. Asian/ Pacific Islander	125	12.41%
iii. Black	99	9.83%
iv. White	590	58.59%
v. Hispanic/ Latino	189	18.77%
b. YES	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
b 1. YES: Physical Force Resulting in Bodily Injury to Suspect	0	
b 2. YES: Physical Force Resulting in Bodily Injury to Officer	0	
b 3. YES: Physical Force Resulting in Bodily Injury to Both	0	

14. Total Number of Racial Profiling Complaints Received:

0

REPORT DATE COMPILED 01/18/2024

Commissioners Court - Regular Session

10.

Meeting Date: 02/13/2024

January 2024 Monthly Report

Submitted For: Angela Williams

Submitted By: Melissa East, J.P. Pct. #2

Department: J.P. Pct. #2

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action to approve Justice of the Precinct 2 January 2024 Monthly Report in compliance with Code of Criminal Procedure 103.005.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

2024 January Report

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Melissa East

Final Approval Date: 02/05/2024

Reviewed By

Becky Pruitt

Date

02/05/2024 02:07 PM

Started On: 02/05/2024 10:19 AM

IN COMPLIANCE WITH ARTICLE 103
CODE OF CRIMINAL PROCEDURE

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

Before me, the undersigned authority, on this day personally appeared Angela Williams, Justice of the Peace, Precinct 2, Williamson County, who on her oath, stated that the attached report of money collected is a true and correct report for the month of January 2024.



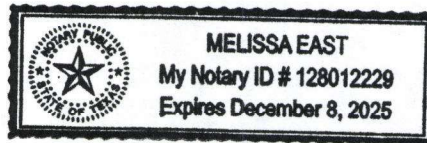
ANGELA WILLIAMS
JUSTICE OF THE PEACE
WILLIAMSON COUNTY PRECINCT 2



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



Notary Public
in and for the State of Texas



Payment Report - Fee Code Summary

TXWILLIAMSONPROD

Deposit Date: 01/01/2024 - 01/31/2024 Case Categories: Criminal; Civil
 Locations: JP2

Fee Code Summary									
Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
2020AFC3	Arrest Fee - Constable 3 CCP 102.011(a)(e), 102.011(e)	10.00	2	0.00	0	0.00	0	10.00	2
2020AFC4	Arrest Fee - Constable 4 CCP 102.011(a)(1), 102.011(e)	95.00	19	0.00	0	0.00	0	95.00	19
2020AFDPS	Arrest Fee - DPS CCP 102.011.(a)(1), 102.011(e)	375.99	76	0.00	0	0.00	0	375.99	76
2020AFSO	Arrest Fee - Sheriff's Office 102.011(a)(1), 102.011(e)	216.64	45	5.00	1	0.00	0	221.64	46
2020AHLHIS	Arrest Fee - Liberty Hill ISD CCP 102.011(a)(1), 102.011(e)	40.00	8	0.00	0	0.00	0	40.00	8
2020CCC	State Cons Court Cost LGC 133.102(a)(3)	8,960.68	147	62.00	1	0.00	0	9,022.68	148
2020CDF	Compliance Dismissal Fine	190.00	19	0.00	0	0.00	0	190.00	19
2020DSCM	Driving Safety Course Mandatory CCP 45.0511(f)(1)	360.00	36	0.00	0	0.00	0	360.00	36
2020LCCC-C	LOCAL Consolidated Court Cost LGC 134.103(a)	2,065.37	150	14.00	1	0.00	0	2,079.37	151
2020LTF	Local Traffic Fine (TC 542.403)	241.00	81	0.00	0	0.00	0	241.00	81
2020STF	State Traffic Fine (TC 542.4031)	4,016.44	81	0.00	0	0.00	0	4,016.44	81
2020TPF	Time Payment Fee CCP 102.030	263.88	20	0.00	0	0.00	0	263.88	20
AB	Abstract	10.00	2	0.00	0	0.00	0	10.00	2
ADTOLL	Administrative Toll Fee due to TXDOT	33.69	1	0.00	0	(28.99)	1	4.70	2
AFSO	Arrest Fee - Sheriff's Office (CCP 102.011)	10.00	2	0.00	0	0.00	0	10.00	2
CB	Cash Bond	1,000.00	2	0.00	0	(150.00)	1	850.00	3
CCB	Civil Cash Bond	1,500.00	1	0.00	0	0.00	0	1,500.00	1
CCC	Consolidated Court Costs [Loc. Gov't Code, 133.102]	200.00	5	0.00	0	(40.00)	1	160.00	6
CCOP	Civil Copies	49.00	33	0.00	0	0.00	0	49.00	33
GERT	Certified Copy	8.00	2	0.00	0	0.00	0	8.00	2
CFINE	County Fine	14,135.00	110	0.00	0	(36.00)	2	14,099.00	112
CHS	Courthouse Security Fee (CCP 102.017)	15.00	5	0.00	0	(3.00)	1	12.00	6
CHSJC	JP Security Fee (CCP 102.017)	5.00	5	0.00	0	(1.00)	1	4.00	6
CJS	Criminal Judicial Support Fee (LGC 103.105)	12.00	2	0.00	0	0.00	0	12.00	2
CMAIL	Clerk Service Fee by Certified Mail or Posting	31.81	2	0.00	0	0.00	0	31.81	2
COLLFEE	Collection Agency Fee	271.41	6	0.00	0	(34.80)	1	236.61	7
CONT2	Constable Service Fee Pct #2	9,680.00	92	0.00	0	(160.00)	2	9,520.00	94
GRFEEOVER	Criminal Overpayment Fee	28.99	1	0.00	0	0.00	0	28.99	1

Payment Report - Fee Code Summary

TXWILLIAMSONPROD

Deposit Date: 01/01/2024 - 01/31/2024 Case Categories: Criminal; Civil
Locations: JP2

Fee Code Summary									
Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
CVFEEOVER	Civil Overpayment Fee	160.00	2	0.00	0	0.00	0	160.00	2
DDF	Deferred Disposition Fee	380.90	8	85.00	2	0.00	0	465.90	10
FNTC1	Child Safety Seat Fine Trauma Center	150.00	3	0.00	0	0.00	0	150.00	3
IDF	Indigent Defense Fee (LGC 133.107)	10.00	5	0.00	0	(2.00)	1	8.00	6
JCTF	Justice Court Technology Fee (CCP 102.0173)	20.00	5	0.00	0	(4.00)	1	16.00	6
JFR	Jury Reimbursement Fee (CCP 102.0045)	20.00	5	0.00	0	(4.00)	1	16.00	6
JTP	Juvenile Truancy Program (CCP 102.0174)	10.00	2	0.00	0	(5.00)	1	5.00	3
JTPDC	Juvenile Truancy Prev/Diversion Due to County (CCP 102.015)	2.00	2	0.00	0	(1.00)	1	1.00	3
JTPDS	Juvenile Truancy Prev/Diversion Due to State (CCP 102.015)	2.00	2	0.00	0	(1.00)	1	1.00	3
JURY	Jury Fee	22.00	1	0.00	0	0.00	0	22.00	1
JUSFC	Judicial Support Fund - County (LGC 133.105)	1.80	3	0.00	0	(0.60)	1	1.20	4
JUSFS	Judicial Support Fund - State (LGC 133.105)	16.20	3	0.00	0	(5.40)	1	10.80	4
LT102	*Overpayments < \$10	6.00	1	0.00	0	0.00	0	6.00	1
MVF	Moving Violation Fee (CCP 102.022)	0.10	1	0.00	0	0.00	0	0.10	1
SB41CDRF	County Dispute Resolution fund - LGC 135.157	1,590.00	318	0.00	0	(10.00)	2	1,580.00	320
SB41JCSF	Justice Court Support Fund	7,950.00	318	0.00	0	(50.00)	2	7,900.00	320
SB41LAF	Language Access Fund - LGC 135.155	954.00	318	0.00	0	(6.00)	2	948.00	320
SB41SCF	State Consolidated Fee	273.00	13	0.00	0	0.00	0	273.00	13
TP	Time Payment Fee	50.00	2	0.00	0	0.00	0	50.00	2
WCSO	Williamson County Sheriff	200.00	2	0.00	0	0.00	0	200.00	2
WEXEC	Writ of Execution	10.00	2	0.00	0	0.00	0	10.00	2
WPOSS	Writ of Possession	70.00	14	0.00	0	0.00	0	70.00	14
WSF2	Constable #2 - Writ Service Fee	3,200.00	16	0.00	0	0.00	0	3,200.00	16
Fee Code Summary Totals		Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
		58,922.90	2,001	166.00	5	(542.79)	24	58,546.11	2,030

Payment Report - G/L and Fund Summary

TXWILLIAMSONPROD

Deposit Date: 01/01/2024 - 01/31/2024 Case Categories: Criminal; Civil
 Locations: JP2

G/L Account	G/L Account Number	Fee Totals
0100 - General Fund		
01-0100-0000-207017 - Collections Agency Fee	L-004-2-01-0100-0000-207017: 01-0100-0000-207017 - Collections Agency Fee	236.61
01-0100-0000-207026 - Due to CTRMA	L-004-2-01-0100-0000-207026: 01-0100-0000-207026 - Due to CTRMA	4.70
01-0100-0000-207034 - JP2 Cash Bonds	L-004-2-01-0100-0000-207034: 01-0100-0000-207034 - JP2 Cash Bonds	1,500.00
01-0100-0000-209700 - JP COURTS-REFUNDS	L-004-2-01-0100-0000-209700: 01-0100-0000-209700 - JP COURTS-REFUNDS	188.99
01-0100-0000-341200 - Sheriff Fees (WILCO)	L-004-2-01-0100-0000-341200: 01-0100-0000-341200 - Sheriff Fees (WILCO)	210.00
01-0100-0000-341802 - FEES OF OFFICE, JP PCT-2	L-004-2-01-0100-0000-341802: 01-0100-0000-341802 - FEES OF OFFICE, JP PCT #2	9,619.35
01-0100-0000-341902 - CIVIL FEES/OFFICE, CONST 2	L-004-2-01-0100-0000-341902: 01-0100-0000-341902 - Fees of Office, Const. PCT #2	12,720.00
01-0100-0000-341913 - CRIMINAL FEES/OFFICE, CONST 3	L-004-2-01-0100-0000-341913: 01-0100-0000-341913 - Fees of Office, Crim. Const PCT #3	10.00
01-0100-0000-341914 - CRIMINAL FEES/OFFICE, CONST 4	L-004-2-01-0100-0000-341914: 01-0100-0000-341914 - Fees of Office, Crim. Const PCT #4	95.00
01-0100-0000-342860 -Time Payment Fee County 2.50	L-004-2-01-0100-0000-342860: 01-0100-0000-342860 - Time Payment Fee County 2.50	263.88
01-0100-0000-351302 - FINES, JP PCT-2	L-004-2-01-0100-0000-351302: 01-0100-0000-351302 - FINES, JP PCT #2	14,099.00
01-0100-0000-365103 Language Access Fund	L-004-2-01-0100-0000-365103: Language Access Fund	948.00
01-0100-0000-370500 - Miscellaneous Revenue	L-004-2-01-0100-0000-370500: 01-0100-0000-370500 - Miscellaneous Revenue	6.00
99-9999-9999-000003 - LOCAL Consolidated CC-Misd C	L-004-2-99-9999-9999-000003: 99-9999-9999-000003 - LOCAL Consolidated CC - Misd C	2,079.37
0100 - General Fund Total:		41,980.90
0361 - JP Security Fund		
01-0361-0000-341152 - JP 2 SECURITY FEES	L-004-2-01-0361-0000-341152: 01-0361-0000-341152 - JP 2 SECURITY FEES	16.00
0361 - JP Security Fund Total:		16.00
0368 - JP-2 Truancy Program Fund		
01-0368-0000-370000 - JP-2 Truancy Program Fees	L-004-2-01-0368-0000-370000: 01-0368-0000-370000 - JP-2 Truancy Program Fee	5.00
0368 - JP-2 Truancy Program Fund Total:		5.00
0370 - Alternate Dispute Resolution Fund		
01-0370-0000-341170 - Alternate Dispute Resolution Fees	L-004-2-01-0370-0000-341170: 01-0370-0000-341170 - Alternate Dispute Resolution Fees	1,580.00
0370 - Alternate Dispute Resolution Fund Total:		1,580.00
0372 - Justice Court Technology Fund		
01-0372-0000-341142 - JP 2 TECHNOLOGY FEES	L-004-2-01-0372-0000-341142: 01-0372-0000-341142 - JP #2 TECHNOLOGY FEES	16.00
0372 - Justice Court Technology Fund Total:		16.00

Payment Report - G/L and Fund Summary

TXWILLIAMSONPROD

Deposit Date: 01/01/2024 - 01/31/2024 Case Categories: Criminal; Civil
 Locations: JP2

G/L Account	G/L Account Number	Fee Totals
0399 - State Agency Fund		
01-0399-0000-208032 - JP 2 Truancy Prev/Diversion - State	L-004-2-01-0399-0000-208032: 01-0399-0000-208032 - JP 2 Truancy Prev/Diversion - State	2.00
01-0399-0000-208160 - CCC FEES DUE TO STATE COMP	L-004-2-01-0399-0000-208160: 01-0399-0000-208160 - Consolidated Court Costs	160.00
01-0399-0000-208165 - CCC 01.2020 Fee's Due to State	L-004-2-01-0399-0000-208165: 01-0399-0000-208165 - State Con Court Cost LGC 133.102(a)(3)	9,022.68
01-0399-0000-208181 - State Consolidated Fee	L-004-0399-0000-208181: State Consolidated Fee	273.00
01-0399-0000-208235 - JURY SERVICE FEES DUE TO STATE	L-004-2-01-0399-0000-208235: 01-0399-0000-208235 - Jury Service Fee	16.00
01-0399-0000-208352 - CRIMINAL JUDICIAL SUPPORT DUE	L-004-2-01-0399-0000-208352: 01-0399-0000-208352 - Support of the Judiciary Fund	24.00
01-0399-0000-208400 - DPS ARREST FEES DUE TO STATE	L-004-2-01-0399-0000-208400: 01-0399-0000-208400 - Texas Highway Patrol Arrest Fees	375.99
01-0399-0000-208415 - MOVING VIOLATION FEE DUE TO ST	L-004-2-01-0399-0000-208415: 01-0399-0000-208415 - Moving Violation Fee Due to State	0.10
01-0399-0000-208426 - State Traffic Fine Due to State 2020	L-004-2-01-0399-0000-208426: 01-0399-0000-208426 - State Traffic Fine Due To State	4,016.44
01-0399-0000-208703 - INDIGENT DEF FEES - DUE TO ST	L-004-2-01-0399-0000-208703: 01-0399-0000-208703 - Indigent Defense Fee	8.00
01-0399-0000-208720 - SEATBELT FINES	L-004-2-01-0399-0000-208720: 01-0399-0000-208720 - Seatbelt Fines	150.00
01-0399-0000-208860 - TIME PYMT FEES DUE TO STATE	L-004-2-01-0399-0000-208860: 01-0399-0000-208860 - Time Payment	50.00
0399 - State Agency Fund Total:		14,098.21
JP BOND		
01-0100-0000-207034 - JP2 Bond Liability Account	L-004-2-02-00002: JP2 Registry Bond Account Liability	850.00
JP BOND Total:		850.00
Fee Totals for All Funds:		58,546.11

Commissioners Court - Regular Session

11.

Meeting Date: 02/13/2024

Justice of the Peace 3 JANUARY 2024 Monthly Report

Submitted For: Evelyn McLean

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

Department: J.P. Pct. #3

Agenda Category: Consent

Information

Agenda Item

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

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

January 2024 - CCP 103

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Mary Alcala

Final Approval Date: 02/07/2024

Reviewed By

Becky Pruitt

Date

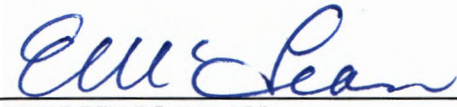
02/07/2024 12:43 PM

Started On: 02/07/2024 11:50 AM

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


**THE STATE OF TEXAS
COUNTY OF WILLIAMSON**

Before me, the undersigned authority, on this day personally appeared Evelyn McLean, Justice of the Peace, Precinct 3, Williamson County, who, on her oath, stated that the attached report of money collected is a true and correct report for the month of January 2024.

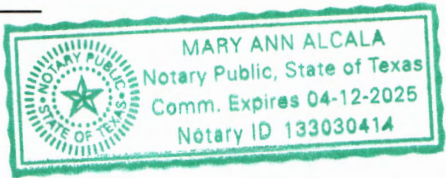


**EVELYN McLEAN
JUSTICE OF THE PEACE
PRECINCT THREE**

On this 5th day of February 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: 01/01/2024 - 01/31/2024 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	247.25
01-0100-0000-341902 - CIVIL FEES/OFFICE, CONST 2	L-004-3-01-0100-0000-341902: 01-0100-0000-341902 - Fees of Office, Const. PCT #2	200.00
01-0100-0000-341903 - CIVIL FEES/OFFICE, CONST 3	L-004-3-01-0100-0000-341903: 01-0100-0000-341903 - Fees of Office, Const. PCT #3	9,920.00
01-0100-0000-361200 - INTEREST, BANK DEPOSITS	L-004-3-01-0100-0000-361200: 01-0100-0000-361200 - Interest, Bank Deposit	0.15
0100 - General Fund Total:		10,367.40
Fee Totals for All Funds:		10,367.40

Payment Report - Fee Code Summary

TXWILLIAMSONPROD

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

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

Fee Code Summary									
Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
AB	Abstract	15.00	3	0.00	0	0.00	0	15.00	3
CCOP	Civil Copies	33.25	29	0.00	0	0.00	0	33.25	29
CERT	Certified Copy	23.00	5	0.00	0	0.00	0	23.00	5
CONT3	Constable Service Fee Pct #3	6,720.00	64	0.00	0	0.00	0	6,720.00	64
IN	Interest	0.15	1	0.00	0	0.00	0	0.15	1
JURY	Jury Fee	66.00	3	0.00	0	0.00	0	66.00	3
TRANS	Transcript	20.00	3	0.00	0	0.00	0	20.00	3
WEXEC	Writ of Execution	5.00	1	0.00	0	0.00	0	5.00	1
WGAR	Writ of Garnishment	5.00	1	0.00	0	0.00	0	5.00	1
WPOSS	Writ of Possession	80.00	16	0.00	0	0.00	0	80.00	16
WSF2	Constable #2 - Writ Service Fee	200.00	1	0.00	0	0.00	0	200.00	1
WSF3	Constable #3 - Writ Service Fee	3,200.00	16	0.00	0	0.00	0	3,200.00	16
Fee Code Summary Totals		Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
		10,367.40	143	0.00	0	0.00	0	10,367.40	143

Payment Report - G/L and Fund Summary

TXWILLIAMSONPROD

Transaction Date: 01/01/2024 - 01/31/2024 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		
01-0100-0000-207013 - Due to City of Jarrell	L-004-3-01-0100-0000-207013: 01-0100-0000-207013 - Due to City of Jarrell	15.00
01-0100-0000-207017 - Collections Agency Fee	L-004-3-01-0100-0000-207017: 01-0100-0000-207017 - Collections Agency Fee	7,471.70
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	325.54
01-0100-0000-209700 - JP COURTS-REFUNDS	L-004-3-01-0100-0000-209700: 01-0100-0000-209700 - JP COURTS-REFUNDS	33.00
01-0100-0000-341200 - Sheriff Fees (WILCO)	L-004-3-01-0100-0000-341200: 01-0100-0000-341200 - Sheriff Fees (WILCO)	375.19
01-0100-0000-341803 - FEES OF OFFICE, JP PCT-3	L-004-3-01-0100-0000-341803: 01-0100-0000-341803 - FEES OF OFFICE, JP PCT #3	10,559.67
01-0100-0000-341912 - CRIMINAL FEES/OFFICE, CONST 2	L-004-3-01-0100-0000-341912: 01-0100-0000-341912 - Fees of Office, Crim. Const PCT #2	1.64
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	998.03
01-0100-0000-351303 - FINES, JP PCT-3	L-004-3-01-0100-0000-351303: 01-0100-0000-351303 - FINES, JP PCT #3	74,547.18
0100 - General Fund Total:		94,326.95
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	195.74
0361 - JP Security Fund Total:		195.74
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	27.31
0365 - Child Safety Fund Total:		27.31
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	244.68
0367 - JP-3 Truancy Program Fund Total:		244.68
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	195.71
0372 - Justice Court Technology Fund Total:		195.71

Payment Report - G/L and Fund Summary

TXWILLIAMSONPROD

Transaction Date: 01/01/2024 - 01/31/2024 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	91.84
01-0399-0000-208160 - CCC FEES DUE TO STATE COMP	L-004-3-01-0399-0000-208160: 01-0399-0000-208160 - Consolidated Court Costs	1,917.49
01-0399-0000-208235 - JURY SERVICE FEES DUE TO STATE	L-004-3-01-0399-0000-208235: 01-0399-0000-208235 - Jury Service Fee	191.70
01-0399-0000-208352 - CRIMINAL JUDICIAL SUPPORT DUE	L-004-3-01-0399-0000-208352: 01-0399-0000-208352 - Support of the Judiciary Fund	287.64
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	329.22
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	3.05
01-0399-0000-208425 - ST TRAFFIC FEES DUE TO STATE	L-004-3-01-0399-0000-208425: 01-0399-0000-208425 - State Traffic Fee	532.37
01-0399-0000-208703 - INDIGENT DEF FEES - DUE TO ST	L-004-3-01-0399-0000-208703: 01-0399-0000-208703 - Indigent Defense Fee	95.97
01-0399-0000-208720 - SEATBELT FINES	L-004-3-01-0399-0000-208720: 01-0399-0000-208720 - Seatbelt Fines	88.71
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	759.31
01-0399-0000-208850 - WEIGHT VIOLATION FINES DUE TO	L-004-3-01-0399-0000-208850: 01-0399-0000-208850 - Weight Violation Fines	6,792.29
01-0399-0000-208860 - TIME PYMT FEES DUE TO STATE	L-004-3-01-0399-0000-208860: 01-0399-0000-208860 - Time Payment	120.46
0399 - State Agency Fund Total:		11,210.05
JP BOND		
01-0100-0000-207020 - JP3 Bond Liability Account	L-004-3-02-00002: JP3 Registry Bond Account Liability	1,000.00
JP BOND Total:		1,000.00
Fee Totals for All Funds:		107,200.44

Payment Report - Fee Code Summary

TXWILLIAMSONPROD

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

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

Fee Code Summary									
Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
AFCA3	Arrest/Service Fee - Const. Pct. 3	0.49	1	0.00	0	0.00	0	0.49	1
AFDPS	Arrest Fee - DPS (CCP 102.011)	162.15	46	0.00	0	0.00	0	162.15	46
AFJP	Arrest Fee - Jarrell Police Department (CCP 102.011)	15.00	3	0.00	0	0.00	0	15.00	3
AFSO	Arrest Fee - Sheriff's Office (CCP 102.011)	67.00	24	0.00	0	0.00	0	67.00	24
CB	Cash Bond	1,000.00	4	0.00	0	0.00	0	1,000.00	4
CCC	Consolidated Court Costs [Loc. Gov't Code, 133.102]	1,917.49	73	0.00	0	0.00	0	1,917.49	73
CFINE	County Fine	74,547.18	595	0.00	0	0.00	0	74,547.18	595
CHS	Courthouse Security Fee (CCP 102.017)	146.80	74	0.00	0	0.00	0	146.80	74
CHSJC	JP Security Fee (CCP 102.017)	48.94	74	0.00	0	0.00	0	48.94	74
COLLFEE	Collection Agency Fee	7,471.70	116	0.00	0	0.00	0	7,471.70	116
COPIES	Certified Copies	2.25	1	0.00	0	0.00	0	2.25	1
COPY	Copies	1.00	1	0.00	0	0.00	0	1.00	1
CRFEEOVER	Criminal Overpayment Fee	33.00	1	0.00	0	0.00	0	33.00	1
CSSF	Child Safety School Fee (CCP 102.014(c))	27.31	2	0.00	0	0.00	0	27.31	2
DDF	Deferred Disposition Fee	10,496.66	90	0.00	0	0.00	0	10,496.66	90
FNTC1	Child Safety Seat Fine Trauma Center	88.71	3	0.00	0	0.00	0	88.71	3
IDF	Indigent Defense Fee (LGC 133.107)	95.97	73	0.00	0	0.00	0	95.97	73
JCTF	Justice Court Technology Fee (CCP 102.0173)	195.71	74	0.00	0	0.00	0	195.71	74
JFR	Jury Reimbursement Fee (CCP 102.0045)	191.70	73	0.00	0	0.00	0	191.70	73
JTP	Juvenile Truancy Program (CCP 102.0174)	244.68	74	0.00	0	0.00	0	244.68	74
JTPDC	Juvenile Truancy Prev/Diversion Due to County (CCP 102.015)	45.92	68	0.00	0	0.00	0	45.92	68
JTPDS	Juvenile Truancy Prev/Diversion Due to State (CCP 102.015)	45.92	68	0.00	0	0.00	0	45.92	68
JUSFC	Judicial Support Fund - County (LGC 133.105)	28.78	73	0.00	0	0.00	0	28.78	73
JUSFS	Judicial Support Fund - State (LGC 133.105)	258.86	73	0.00	0	0.00	0	258.86	73
MVF	Moving Violation Fee (CCP 102.022)	3.05	45	0.00	0	0.00	0	3.05	45
OMNI	OMNI Fee	151.85	33	0.00	0	0.00	0	151.85	33
OMNIC	OMNI Fee - County	101.24	33	0.00	0	0.00	0	101.24	33
OMNIS	OMNI Fee - State	506.22	33	0.00	0	0.00	0	506.22	33
SFC2	Service/Arrest Fee - Const. 2	1.64	1	0.00	0	0.00	0	1.64	1

Payment Report - Fee Code Summary

TXWILLIAMSONPROD

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

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

Fee Code Summary									
Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
SFC3	Service/Arrest Fee - Const. 3	75.00	12	0.00	0	0.00	0	75.00	12
SFMCWV	State Fine - Motor Carrier Weight Violation	6,792.29	16	0.00	0	0.00	0	6,792.29	16
SFOC	Service Fee - Out of County	5.00	1	0.00	0	0.00	0	5.00	1
STF	State Traffic Fee (TC 542.4031)	532.37	26	0.00	0	0.00	0	532.37	26
TPC	Time Payment Fee - County	42.19	6	0.00	0	0.00	0	42.19	6
TPS	Time Payment Fee - State	78.27	10	0.00	0	0.00	0	78.27	10
TPWF	Texas P&W Fine	325.54	3	0.00	0	0.00	0	325.54	3
UFA	Uniform Traffic Act (TC 542.403)	54.76	27	0.00	0	0.00	0	54.76	27
WARC3	Warrant Fee - Constable Pct. 3	922.54	23	0.00	0	0.00	0	922.54	23
WCSCO	Williamson County Sheriff	308.19	9	0.00	0	0.00	0	308.19	9
WFDPS	Warrant Fee - DPS	167.07	6	0.00	0	0.00	0	167.07	6
Fee Code Summary Totals		Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
		107,200.44	1,968	0.00	0	0.00	0	107,200.44	1,968

Commissioners Court - Regular Session

12.

Meeting Date: 02/13/2024

Justice of the Peace 4 January 2024 Monthly Report

Submitted By: Veronica Bolander, J.P. Pct. #4

Department: J.P. Pct. #4

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action to approve Justice of the Peace, Pct. 4, January 2024 Monthly Report in compliance with Code of Crim. Proc. § 103.005.

Background

Fiscal Impact

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

Attachments

JP4 EOM JAN 2024

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Veronica Bolander

Final Approval Date: 02/08/2024

Reviewed By

Becky Pruitt

Date

02/08/2024 11:25 AM

Started On: 02/08/2024 10:45 AM

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

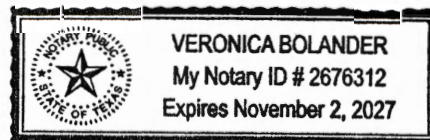
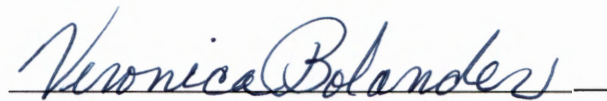
**THE STATE OF TEXAS
COUNTY OF WILLIAMSON**

Before me, the undersigned authority, on this day personally appeared Rhonda Redden, Justice of the Peace, Precinct 4, Williamson County, who on her oath, stated that the attached report of money collected is a true and correct report for the month of January 2024.



**RHONDA REDDEN
JUSTICE OF THE PEACE
PRECINCT FOUR**

This 8th day of February 2024, to certify which witness my hand and seal of office.



NOTARY PUBLIC in and for the State of Texas

Payment Report - Transaction/Adjustment Detail

TXWILLIAMSONPROD

Deposit Date: 01/01/2024 - 01/31/2024 Case Categories: Civil; Criminal
 Locations: JP4

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

Final Totals		Fee Totals	Transaction Totals
Total Payments		96,842.00	96,842.00
Total Adjustments Impacting Payments		0.00	0.00
Final Fee Code Totals		96,842.00	96,842.00
Tender Method Summary			
Tender Types	Cash	7,991.09	7,991.09
	Cashier's Check	286.78	286.78
	Certified Payments Credit Card	39,537.57	39,537.57
	Check	1,817.00	1,817.00
	Credit Card	27,680.61	27,680.61
	E-File Credit Card	18,147.75	18,147.75
	Money Order	1,381.20	1,381.20

Detailed report is available through the Auditor's Office.

Payment Report - G/L and Fund Summary

TXWILLIAMSONPROD

Deposit Date: 01/01/2024 - 01/31/2024 Case Categories: Civil; Criminal
 Locations: JP4

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

G/L Account	G/L Account Number	Fee Totals
0100 - General Fund		
01-0100-0000-207008 - JP 4-CASH BONDS	L-004-4-01-0100-0000-207008: 01-0100-0000-207008 - JP4 Cash Bonds	1,000.00
01-0100-0000-207017 - Collections Agency Fee	L-004-4-01-0100-0000-207017: 01-0100-0000-207017 - Collections Agency Fee	1,030.41
01-0100-0000-209600 - FINES DUE TO TX PARKS WILDLIFE	L-004-4-01-0100-0000-209600: 01-0100-0000-209600 - Fines Due to TX Parks Wildlife	727.60
01-0100-0000-209700 - JP COURTS-REFUNDS	L-004-4-01-0100-0000-209700: 01-0100-0000-209700 - JP Courts Refunds	(206.31)
01-0100-0000-341804 - FEES OF OFFICE, JP PCT-4	L-004-4-01-0100-0000-341804: 01-0100-0000-341804 - Fees of Office, JP Pct. #4	10,374.10
01-0100-0000-341902 - CIVIL FEES/OFFICE, CONST 2	L-004-4-01-0100-0000-341902: 01-0100-0000-341902 - Fees of Office, Const. PCT #2	480.00
01-0100-0000-341903 - CIVIL FEES/OFFICE, CONST 3	L-004-4-01-0100-0000-341903: 01-0100-0000-341903 - Fees of Office, Const. PCT #3	400.00
01-0100-0000-341904 - CIVIL FEES/OFFICE, CONST 4	L-004-4-01-0100-0000-341904: 01-0100-0000-341904 - Fees of Office, Const. PCT #4	11,240.00
01-0100-0000-341914 - CRIMINAL FEES/OFFICE, CONST 4	L-004-4-01-0100-0000-341914: 01-0100-0000-341914 - Fees of Office, Crim. Const PCT #4	41.68
01-0100-0000-342860 -Time Payment Fee County 2.50	L-004-4-01-0100-0000-342860: 01-0100-0000-342860 - Time Payment Fee County 2.50	844.34
01-0100-0000-351304 - FINES, JP PCT-4	L-004-4-01-0100-0000-351304: 01-0100-0000-351304 - FINES, JP PCT #4	38,096.32
01-0100-0000-365103 Language Access Fund	L-004-4-01-0100-0000-365103: 01-0100-0000-365103 - Language Access Fund	861.00
99-9999-9999-000003 - LOCAL Consolidated CC-Misd C	L-004-4-99-9999-9999-000003: 99-9999-9999-000003 - LOCAL Consolidated CC-MISD C	3,806.71
0100 - General Fund Total:		68,695.85
0361 - JP Security Fund		
01-0361-0000-341154 - JP 4 SECURITY FEES	L-004-4-01-0361-0000-341154: 01-0361-0000-341154 - JP 4 SECURITY FEES	10.93
0361 - JP Security Fund Total:		10.93
0365 - Child Safety Fund		
01-0365-0000-341161 - JP CHILD SAFETY FEE	L-004-4-01-0365-0000-341161: 01-0365-0000-341161 - JP CHILD SAFETY FEE	25.00
0365 - Child Safety Fund Total:		25.00
0369 - JP-4 Truancy Program Fund		
01-0369-0000-341917 - JP4 Truant Conduct (HB 2398)	L-004-4-01-341917: 01-0369-0000-341917 - JP4 Truant Conduct (HB 2398)	50.00
01-0369-0000-370000 - JP-4 Truancy Program Fees	L-004-4-01-0369-0000-370000: 01-0369-0000-370000 - JP-4 Truancy Program Fee	13.68
0369 - JP-4 Truancy Program Fund Total:		63.68
0370 - Alternate Dispute Resolution Fund		
01-0370-0000-341170 - Alternate Dispute Resolution Fees	L-004-4-01-0370-0000-341170: 01-0370-0000-341170 - Alternate Dispute Resolution Fees	1,435.00
0370 - Alternate Dispute Resolution Fund Total:		1,435.00

Payment Report - G/L and Fund Summary

TXWILLIAMSONPROD

Deposit Date: 01/01/2024 - 01/31/2024 Case Categories: Civil; Criminal
 Locations: JP4

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

G/L Account	G/L Account Number	Fee Totals
0372 - Justice Court Technology Fund		
01-0372-0000-341144 - JP 4 TECHNOLOGY FEES	L-004-4-01-0372-0000-341144: 01-0372-0000-341144 - JP #4 TECHNOLOGY FEES	10.93
0372 - Justice Court Technology Fund Total:		10.93
0399 - State Agency Fund		
01-0399-0000-208034 - JP 4 Truancy Prev/Diversion - State	L-004-4-01-0399-0000-208034: 01-0399-0000-208034 - JP 4 Truancy Prev/Diversion - State	5.47
01-0399-0000-208160 - CCC FEES DUE TO STATE COMP	L-004-4-01-0399-0000-208160: 01-0399-0000-208160 - Consolidated Court Costs	109.38
01-0399-0000-208165 - CCC 01.2020 Fee's Due to State	L-004-4-01-0399-0000-208165: 01-0399-0000-208165 - State Con Court Cost LGC 133.102(a)(3)	16,672.39
01-0399-0000-208181 - State Consolidated Fee	L-004-4-01-0399-0000-208181: 01-0399-0000-208181 - State Consolidated Fee	567.00
01-0399-0000-208235 - JURY SERVICE FEES DUE TO STATE	L-004-4-01-0399-0000-208235: 01-0399-0000-208235 - Jury Service Fee	10.95
01-0399-0000-208352 - CRIMINAL JUDICIAL SUPPORT DUE	L-004-4-01-0399-0000-208352: 01-0399-0000-208352 - Support of the Judiciary Fund	16.40
01-0399-0000-208400 - DPS ARREST FEES DUE TO STATE	L-004-4-01-0399-0000-208400: 01-0399-0000-208400 - Texas Highway Patrol Arrest Fees	319.90
01-0399-0000-208415 - MOVING VIOLATION FEE DUE TO ST	L-004-4-01-0399-0000-208415: 01-0399-0000-208415 - Moving Violation Fee Due to State	0.20
01-0399-0000-208425 - ST TRAFFIC FEES DUE TO STATE	L-004-4-01-0399-0000-208425: 01-0399-0000-208425 - State Traffic Fee	6.65
01-0399-0000-208426 - State Traffic Fine Due To State	L-004-4-01-0399-0000-208426: 01-0399-0000-208426 - State Traffic Fine Due To State	6,002.71
01-0399-0000-208703 - INDIGENT DEF FEES - DUE TO ST	L-004-4-01-0399-0000-208703: 01-0399-0000-208703 - Indigent Defense Fee	5.46
01-0399-0000-208850 - WEIGHT VIOLATION FINES DUE TO	L-004-4-01-0399-0000-208850: 01-0399-0000-208850 - Weight Violation Fines	2,871.29
01-0399-0000-208860 - TIME PYMT FEES DUE TO STATE	L-004-4-01-0399-0000-208860: 01-0399-0000-208860 - Time Payment	12.81
0399 - State Agency Fund Total:		26,600.61
Fee Totals for All Funds:		96,842.00

Payment Report - Fee Code Summary

TXWILLIAMSONPROD

Deposit Date: 01/01/2024 - 01/31/2024 Case Categories: Civil; Criminal
 Locations: JP4

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

Fee Code Summary									
Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
2020AFC4	Arrest Fee - Constable 4 CCP 102.011(a)(1), 102.011(e)	26.09	6	0.00	0	0.00	0	26.09	6
2020AFDPS	Arrest Fee - DPS CCP 102.011.(a)(1), 102.011(e)	245.01	63	0.00	0	0.00	0	245.01	63
2020AFPW	Arrest Fee - TX P&W CCP 102.011(a)(1), 102.011(e)	72.89	15	0.00	0	0.00	0	72.89	15
2020AFSO	Arrest Fee - Sheriff's Office 102.011(a)(1), 102.011(e)	1,005.56	250	5.00	1	0.00	0	1,010.56	251
2020CCC	State Cons Court Cost LGC 133.102(a)(3)	16,610.39	332	62.00	1	0.00	0	16,672.39	333
2020CDF	Compliance Dismissal Fine	190.00	19	0.00	0	0.00	0	190.00	19
2020DSCM	Driving Safety Course Mandatory CCP 45.0511(f)(1)	210.00	21	0.00	0	0.00	0	210.00	21
2020LCCC-C	LOCAL Consolidated Court Cost LGC 134.103(a)	3,792.71	335	14.00	1	0.00	0	3,806.71	336
2020LTF	Local Traffic Fine (TC 542.403)	351.14	144	3.00	1	0.00	0	354.14	145
2020STF	State Traffic Fine (TC 542.4031)	5,852.71	144	50.00	1	0.00	0	5,902.71	145
2020TPF	Time Payment Fee CCP 102.030	844.34	95	0.00	0	0.00	0	844.34	95
AB	Abstract	5.00	1	0.00	0	0.00	0	5.00	1
AFDPS	Arrest Fee - DPS (CCP 102.011)	2.00	2	0.00	0	0.00	0	2.00	2
AFSO	Arrest Fee - Sheriff's Office (CCP 102.011)	11.68	3	0.00	0	0.00	0	11.68	3
CB	Cash Bond	1,000.00	3	0.00	0	0.00	0	1,000.00	3
CC	Certified Copies	13.00	1	0.00	0	0.00	0	13.00	1
CCC	Consolidated Court Costs [Loc. Gov't Code, 133.102]	109.38	5	0.00	0	0.00	0	109.38	5
CCOP	Civil Copies	9.75	10	0.00	0	0.00	0	9.75	10
CERT	Certified Copy	4.00	2	0.00	0	0.00	0	4.00	2
CFINE	County Fine	37,925.32	290	171.00	5	0.00	0	38,096.32	295
CHS	Courthouse Security Fee (CCP 102.017)	8.19	5	0.00	0	0.00	0	8.19	5
CHSJC	JP Security Fee (CCP 102.017)	2.74	5	0.00	0	0.00	0	2.74	5
CJS	Criminal Judicial Support Fee (LGC 103.105)	16.40	5	0.00	0	0.00	0	16.40	5
COLLFEE	Collection Agency Fee	1,030.41	14	0.00	0	0.00	0	1,030.41	14
CONT2	Constable Service Fee Pct #2	80.00	1	0.00	0	0.00	0	80.00	1
CONT4	Constable Service Fee Pct #4	8,640.00	91	0.00	0	0.00	0	8,640.00	91
CRFEEOVER	Criminal Overpayment Fee	0.00	3	0.00	0	(216.00)	1	(216.00)	4
CSFF	Child Safety Fee (CCP 102.014(d))	20.00	1	0.00	0	0.00	0	20.00	1
CSSF	Child Safety School Fee (CCP 102.014(c))	25.00	1	0.00	0	0.00	0	25.00	1

Payment Report - Fee Code Summary

TXWILLIAMSONPROD

Deposit Date: 01/01/2024 - 01/31/2024 Case Categories: Civil; Criminal
 Locations: JP4

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

Fee Code Summary									
Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
DDF	Deferred Disposition Fee	1,341.69	26	0.00	0	(89.00)	4	1,252.69	30
DSC	Driver's Safety Course Fee (CCP 45.0511(f1))	9.90	1	0.00	0	0.00	0	9.90	1
IDF	Indigent Defense Fee (LGC 133.107)	5.46	5	0.00	0	0.00	0	5.46	5
JCTF	Justice Court Technology Fee (CCP 102.0173)	10.93	5	0.00	0	0.00	0	10.93	5
JFR	Jury Reimbursement Fee (CCP 102.0045)	10.95	5	0.00	0	0.00	0	10.95	5
JTP	Juvenile Truancy Program (CCP 102.0174)	13.68	5	0.00	0	0.00	0	13.68	5
MVF	Moving Violation Fee (CCP 102.022)	0.20	2	0.00	0	0.00	0	0.20	2
SB41CDRF	County Dispute Resolution fund - LGC 135.157	1,435.00	290	0.00	0	0.00	0	1,435.00	290
SB41JCSF	Justice Court Support Fund	7,175.00	290	0.00	0	0.00	0	7,175.00	290
SB41LAF	Language Access Fund - LGC 135.155	861.00	290	0.00	0	0.00	0	861.00	290
SB41SCF	State Consolidated Fee	567.00	29	0.00	0	0.00	0	567.00	29
SCH	School District Fine	9.69	1	0.00	0	0.00	0	9.69	1
SFC4	Service/Arrest Fee - Const. 4	6.68	2	0.00	0	0.00	0	6.68	2
SFMCWV	State Fine - Motor Carrier Weight Violation	2,871.29	7	0.00	0	0.00	0	2,871.29	7
STF	State Traffic Fee (TC 542.4031)	6.65	1	0.00	0	0.00	0	6.65	1
STFS	State Traffic Fine Due To State (HB2048)	100.00	2	0.00	0	0.00	0	100.00	2
TCC	Truancy Court Cost (HB2398)	50.00	1	0.00	0	0.00	0	50.00	1
TFC	Traffic	6.66	3	0.00	0	0.00	0	6.66	3
TP	Time Payment Fee	12.81	2	0.00	0	0.00	0	12.81	2
TPDF	Truancy Prevention and Diversion Fund - JP4 eDoc Conversion	5.47	5	0.00	0	0.00	0	5.47	5
TPWF	Texas P&W Fine	727.60	9	0.00	0	0.00	0	727.60	9
WARC4	Warrant Fee - Constable Pct. 4	8.91	1	0.00	0	0.00	0	8.91	1
WEXEC	Writ of Execution	30.00	9	0.00	0	0.00	0	30.00	9
WF	Warrant Fee	16.72	1	0.00	0	0.00	0	16.72	1
WPOSS	Writ of Possession	55.00	11	0.00	0	0.00	0	55.00	11
WSF2	Constable #2 - Writ Service Fee	200.00	1	200.00	1	0.00	0	400.00	2
WSF3	Constable #3 - Writ Service Fee	400.00	2	0.00	0	0.00	0	400.00	2
WSF4	Constable #4 - Writ Service Fee	2,800.00	17	0.00	0	(200.00)	1	2,600.00	18
Fee Code Summary Totals		Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
		96,842.00	2,890	505.00	11	(505.00)	6	96,842.00	2,907

Justice of the Peace 4
 Consolidated Court Cost Calculation Sheet

Deposit Date: 1/01/2024-1/31/2024

	<u>DR</u>	<u>CR</u>	<u>GL Code</u>	<u>GL Description</u>	<u>ALLOCATION %</u>
Local CCC-Class C		\$3,806.71	99-9999-9999-000003	Local CCC-Class C Due to County	
Court Security Fee	\$1,332.35		01.0361.0000.341154	COURTHOUSE SECURITY FEES	35.000000%
Local Truancy Prevention & Diversion Fund Fee	\$1,359.54		01.0369.0000.370000	Local Truancy Prevention & Diversion Fund Fee	35.714300%
Justice Court Technology Fund	\$1,087.63		01.0372.0000.341144	Justice Court Technology Fund	28.571400%
County Jury Fund Fee	\$27.19		01.0100.0000.342853	County Jury Fund Fee	0.714300%
Percentage Distribution Total:	\$3,806.71	\$3,806.71			100.000000%
Collected	\$3,806.71				

Commissioners Court - Regular Session

13.

Meeting Date: 02/13/2024

Termination of Service Agreement with Carrier Corporation

Submitted By: Jacqueline Lentz, General Counsel

Department: General Counsel

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the termination of the Addendum to Carrier Corporation's Service Agreement for HVAC maintenance services, effective May 2, 2023, and that appropriate officials take necessary actions to provide notice of such termination.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Carrier Termination Letter

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Jacqueline Lentz

Final Approval Date: 02/05/2024

Reviewed By

Becky Pruitt

Date

02/05/2024 02:18 PM

Started On: 02/05/2024 01:51 PM



GENERAL COUNSEL
WILLIAMSON COUNTY COMMISSIONERS COURT

401 W 6TH STREET, GEORGETOWN, TEXAS 78626

HAL C. HAWES
GENERAL COUNSEL

SHANNON C. FRANCIS
Assistant General Counsel

JACQUELINE LENTZ
Assistant General Counsel

ELLYSSA COLLINSWORTH-STEWART
Assistant General Counsel

February 13, 2024

Michele Brookshire
Carrier Corporation
1901 North Glenville Drive, Suite 702
Richardson, Texas 75081

RE: **NOTICE OF TERMINATION**
Quote Nos. 00737595; 00737611; 00737570; 00737631

Dear Michele Brookshire:

As per the terms outlined in Section 20 (a) of the Addendum to Carrier Corporation's Service Agreement ("Agreement"), effective May 2, 2023, the County may terminate this Agreement at any time upon thirty (30) days written notice.

Therefore, the purpose of this letter is to give you official notice that Williamson County seeks to terminate the Agreement. The Agreement will terminate as of midnight on Monday, March 16, 2024.

Williamson County would like to thank Carrier Corporation for its assistance, cooperation, and services provided. If you would like to discuss this matter in further detail, please do not hesitate to contact me.

Sincerely,

Jacqueline C. Lentz
Assistant General Counsel
Phone: (512) 943-3824
Email: jacqueline.lentz@wilco.org

Commissioners Court - Regular Session

14.

Meeting Date: 02/13/2024

Tax Collection Agreement

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 approve the Tax Collection Agreement between the Parkside on the River Municipal Utility District No 2 and the County of Williamson, Texas.

Background

Under provisions of Texas Government Code Section 791.001 and Texas Property Tax Code Section 6.21, the County, through its Tax Assessor/Collector shall serve as the Tax Collector for the Jurisdiction for ad valorem tax purposes for those properties stated in the Tax Collection Agreement. The original documents of the Tax Collection Agreement with the Parkside on the River Municipal Utility District No. 2 requires the County Judge's signature as well as the County Tax Assessor/Collector. The original documents have been signed by the County Tax Assessor/Collector and are being sent via interdepartmental mail to the County Judge's office indicating the location for his signature. Please return all signed original documents to the Tax Assessor/Collector's office for further distribution.

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Tax Collection Agreement

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	02/07/2024 09:20 AM
Tax Assessor (Originator)	Mary Greenway	02/07/2024 09:32 AM
Hal Hawes	Hal Hawes	02/07/2024 09:32 AM
County Judge Exec Asst.	Becky Pruitt	02/07/2024 10:47 AM
Form Started By: Mary Greenway		Started On: 02/07/2024 09:08 AM
Final Approval Date: 02/07/2024		

THE STATE OF TEXAS § TAX COLLECTION AGREEMENT
 §
COUNTY OF WILLIAMSON §

WHEREAS the Parkside on the River Municipal Utility District No. 2 and the County of Williamson, Texas, have the power and authority with reference to the terms of TEX. GOV'T. CODE ANN. §§ 791.001 et seq., and TEX. PROP. TAX CODE ANN. §§ 6.21 et seq., as amended, to authorize the County of Williamson, Texas, through its duly elected Tax Assessor/Collector to act as the Tax Collector for the above-named Jurisdiction for those properties within Williamson County.

NOW, THEREFORE, for the consideration hereinafter expressed and the mutual condition hereof, it is mutually agreed by and between the Parkside on the River Municipal Utility District No. 2, a political subdivision duly organized and existing under the laws of the State of Texas, hereinafter referred to as the Jurisdiction, and the County of Williamson, Texas, hereinafter referred to as the County, as follows:

1. A. Under the provisions of TEX. GOV'T. CODE ANN. §§ 791.001 et seq., and TEX. PROP. TAX CODE ANN. §§ 6.21 et seq., as amended, the County, through its Tax Assessor/Collector, shall serve as Tax Collector for the Jurisdiction for ad valorem tax purposes for those properties in Williamson County only in the year this document is executed and subsequent years pursuant to the terms herein provided. The County agrees to perform for the Jurisdiction all necessary duties authorized, and the Jurisdiction does hereby expressly authorize the County, through its Tax Assessor/Collector, to do and perform all acts necessary and proper to collect property taxes which are levied by the Jurisdiction.

B. The Jurisdiction shall be responsible for complying with all the statutory requirements for the annual setting of a tax rate as specified in Chapter 26 of the Texas Property Tax Code and/or Section 49.236 of the Texas Water Code. The County assumes no responsibility for the performance of any of the statutory requirements for setting rates for the Jurisdiction.

C. Any information required to be posted on a website of the Jurisdiction per Chapter 26 of the Property Tax Code shall be the responsibility of the Jurisdiction. The Jurisdiction shall provide the County information as necessary to timely comply with the requirements specified by Chapters 26.16 and 26.17 of the Texas Property Tax Code.

2. A. The County agrees to prepare and mail all tax statements, provide monthly collection reports to the Jurisdiction, prepare tax certificates, develop and maintain both current and delinquent tax rolls for the Jurisdiction, meet the requirements of the Property Tax Code, as amended, and to develop and maintain such other records and forms as are necessary or required by law or state rules and regulations related to the collection of the taxes levied by the Jurisdiction.

The County undertakes and agrees to make available to the Jurisdiction full information about the tax collection operation of the County and to promptly furnish written reports reasonably necessary to keep the Jurisdiction advised of all financial information affecting the Jurisdiction.

B. The Jurisdiction authorizes the County to approve on behalf of the Jurisdiction all refunds pursuant to TEX. PROP. TAX CODE ANN. § 31.11. Refunds may be made from tax collections otherwise due to the Jurisdiction, or, if there are not sufficient current collections to make the refund, the Jurisdiction shall, at the request of the Tax Assessor/Collector, promptly return to the County

sufficient money to pay the refund. The County shall report to the Jurisdiction all refunds made on behalf of the Jurisdiction.

Likewise, in the event that a tax payment is made by check or other medium that is later dishonored, the County shall withhold the dishonored amount previously distributed to the Jurisdiction from tax collection otherwise due to be distributed to the Jurisdiction. If there is not sufficient current collection to amount to the revenue lost due to the dishonored instrument, the Jurisdiction shall promptly refund to the County sufficient sums upon request by the Tax Assessor/Collector.

C. To enable the County to effectively serve all the taxing units which contract with the County for the collection of taxes, **the Jurisdiction must set its annual tax rates not later than the 15th day of September of each year.** In the absence of this requirement being met, the Jurisdiction shall bear all expenses of the County and its agents of expenditures made by such for the purpose of sending the tax statements in a separate notice or billing. By executing this Agreement, the Jurisdiction does accept such provisions and expressly agrees to meet solely any and all expenses that might be incurred as a result of not timely communicating to the County its tax rate via a duly executed order or ordinance, failing to comply with statutory requirements regarding truth-in-taxation, or a successful rollback election and causing the County to not meet its required obligations and duties to all other parties on whose behalf it also collects tax funds.

3. The Jurisdiction hereby agrees and expressly authorizes the County to contract on the Jurisdiction's behalf with private legal counsel for the collection of delinquent property taxes. The Jurisdiction further agrees that such fee, as is allowed by law and provided in the contract with private legal counsel, will be paid from the delinquent taxes, penalty, and interest collected for Jurisdiction by such private legal counsel.

4. For each tax year, the Jurisdiction shall pay to the County for collection services an amount or amounts per each parcel of taxable property, or account, including accounts on personal property, taxable by the Jurisdiction. The number of accounts taxable by the Jurisdiction shall be determined as of the certification of the Jurisdiction's appraisal roll of the year for which payment is due. The amounts to be paid per account shall be as determined by the County's Tax Assessor/Collector annually. The Tax Assessor/Collector shall notify the Jurisdiction of the charge per parcel on or about May 1. If no notice of charges per parcel is given by the Tax Assessor/Collector, charges per parcel for the prior year shall remain effective. The fee shall be payable in a lump sum annually by December 31 and may be withheld by the Tax Assessor/Collector from the distribution otherwise due the Jurisdiction.

5. The County shall cooperate with, and respond to the inquiries of, any independent certified public accountants employed by the Jurisdiction to conduct an annual financial audit of the Jurisdiction as such inquiries are related to the collection of taxes as provided for by this contract.

6. The County agrees to obtain a surety bond for the County's Tax Assessor/Collector to assure proper performance of the tax-collecting function provided in this contract. Such bond shall be payable to the County in the sum of \$100,000.00 unless state statutes require a larger sum and shall be executed by a solvent surety company.

7. The County agrees to make payments of taxes collected into such depositories as are selected by the Jurisdiction. Such payments shall be made every day on which both the County's tax office and Jurisdiction's depository are open for business.

8. This contract shall continue until terminated by the parties. Either party may terminate this contract by giving written notice of its intent to the other party on or before April 1, to be effective the following July 1 of the same calendar year. Upon such a termination, the Jurisdiction shall assume all its tax collection responsibilities for all tax years.

9. If this contract should terminate for any reason, including but not limited to termination because of agreement of both parties and termination by judicial decree, the tax records shall be returned to Jurisdiction.

10. This agreement supersedes any and all agreements and contracts by and between the Jurisdiction and Williamson County relative to the collection of taxes.

11. This contract is to be interpreted under the laws of the State of Texas. Venue for any litigation arising regarding this contract shall lie in Williamson County, Texas.

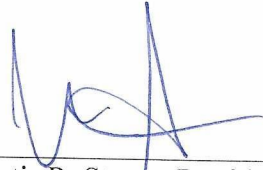
IN WITNESS WHEREFORE, these presents are executed by the authority of the governing bodies of the respective parties hereto.

Executed _____, 20____.

COUNTY OF WILLIAMSON

Bill Gravell, County Judge
County of Williamson

Larry Gaddes, Tax Assessor/Collector,
County of Williamson



Curtis R. Steger, President
Parkside on the River Municipal Utility District No. 2

**AUTHORIZING AGREEMENT WITH THE COUNTY OF WILLIAMSON
FOR COLLECTION OF TAXES**

WHEREAS, the Parkside on the River Municipal Utility District No. 2 desires to levy an ad valorem tax in each fiscal year; and

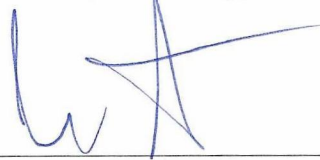
WHEREAS, The County of Williamson, Texas, provides ad valorem tax collection services; and

WHEREAS, the Parkside on the River Municipal Utility District No. 2 finds it to be in the public interest to authorize a contract with The County of Williamson, Texas for collection of ad valorem taxes;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE Parkside on the River Municipal Utility District No. 2 THAT:

The President of Parkside on the River Municipal Utility District No. 2 is hereby authorized and directed to enter into a contract on behalf of the District with The County of Williamson, Texas, in the form and according to the terms in the attached Exhibit A.

The foregoing resolution was moved and seconded and finally adopted by majority vote at a regular meeting of the Board of Directors on the 29th day of January, 2024.



Curtis R. Steger, President
Parkside on the River Municipal Utility District No. 2

AUTHORIZING CONTRACT FOR COLLECTION OF AD VALOREM TAXES

WHEREAS, the County of Williamson performs tax collection for the several taxing entities of Williamson County; and

WHEREAS, the Commissioners Court of the County of Williamson finds it to be in the public interest to enter into a contract with Parkside on the River Municipal Utility District No. 2 for the collection of ad valorem taxes;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS COURT OF THE COUNTY OF WILLIAMSON THAT:

The County Judge and Tax Assessor/Collector are hereby authorized and directed to enter into a contract with Parkside on the River Municipal Utility District No. 2 in the form attached hereto as Exhibit A for the collection of ad valorem taxes.

The foregoing resolution was moved and seconded and adopted by majority vote at a meeting of the Commissioners Court of the County of Williamson on the ____ day of _____, 20__.

Bill Gravell, County Judge
County of Williamson

Commissioners Court - Regular Session

15.

Meeting Date: 02/13/2024

Discuss, consider and take any appropriate action pursuant to Tex. Transp. Code § 251.152 regarding proposed street name change in Pct. 3 from Buckskin to Monument Dr in Brushy Creek Section 2.

Submitted For: Richard Semple

Submitted By: Teresa Baker, Information Technology

Department: Information Technology

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take any appropriate action pursuant to Tex. Transp. Code § 251.152 regarding a proposed street name change in Pct. 3 from Buckskin to Monument Dr in Brushy Creek Section 2

Background

This request was prompted by the only addressed landowner on the street (406 Buckskin) to alleviate an issue with a duplicated street name. There is a Buckskin Dr also in Round Rock. Renaming it to Monument Dr provides naming consistency throughout the neighborhood.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Brushy Creek Sec 2
Buckskin Map

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Teresa Baker

Final Approval Date: 02/08/2024

Reviewed By

Becky Pruitt

Date

02/08/2024 09:24 AM

Started On: 02/07/2024 03:08 PM

Cabinet C Slide 324

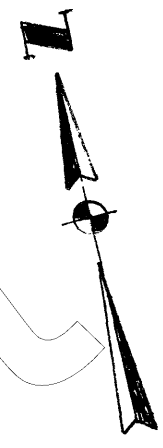
3433

1125 A

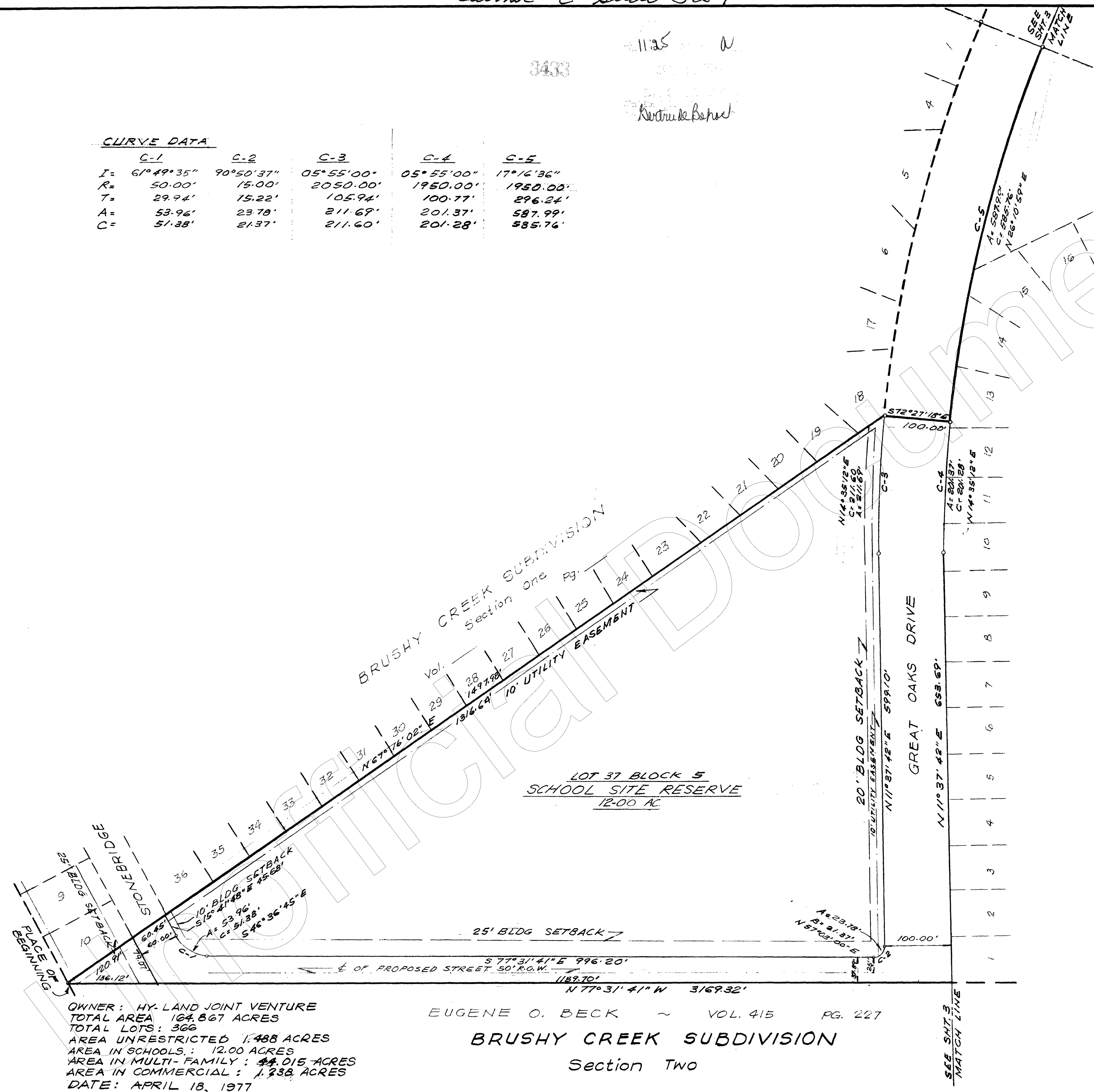
Katherine Baker

CURVE DATA

	C-1	C-2	C-3	C-4	C-5
I=	61°49'35"	90°50'37"	05°55'00"	05°55'00"	17°16'36"
R=	50.00'	15.00'	2050.00'	1950.00'	1950.00'
T=	29.94'	15.22'	105.94'	100.77'	296.24'
A=	53.96'	23.78'	211.69'	201.37'	587.99'
C=	51.38'	21.37'	211.60'	201.28'	585.76'



SCALE: 1"=100'
SNOWDEN & MEYER INC.
CONSULTING ENGINEERS
AUSTIN, TEXAS



BRUSHY CREEK SUBDIVISION
Section One Pg. 227

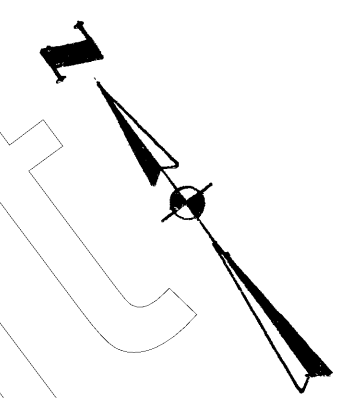
LOT 37 BLOCK 5
SCHOOL SITE RESERVE
12.00 AC

OWNER: HY-LAND JOINT VENTURE
TOTAL AREA 104.867 ACRES
TOTAL LOTS: 366
AREA UNRESTRICTED 1.488 ACRES
AREA IN SCHOOLS: 12.00 ACRES
AREA IN MULTI-FAMILY: 44.015 ACRES
AREA IN COMMERCIAL: 1.238 ACRES
DATE: APRIL 18, 1977

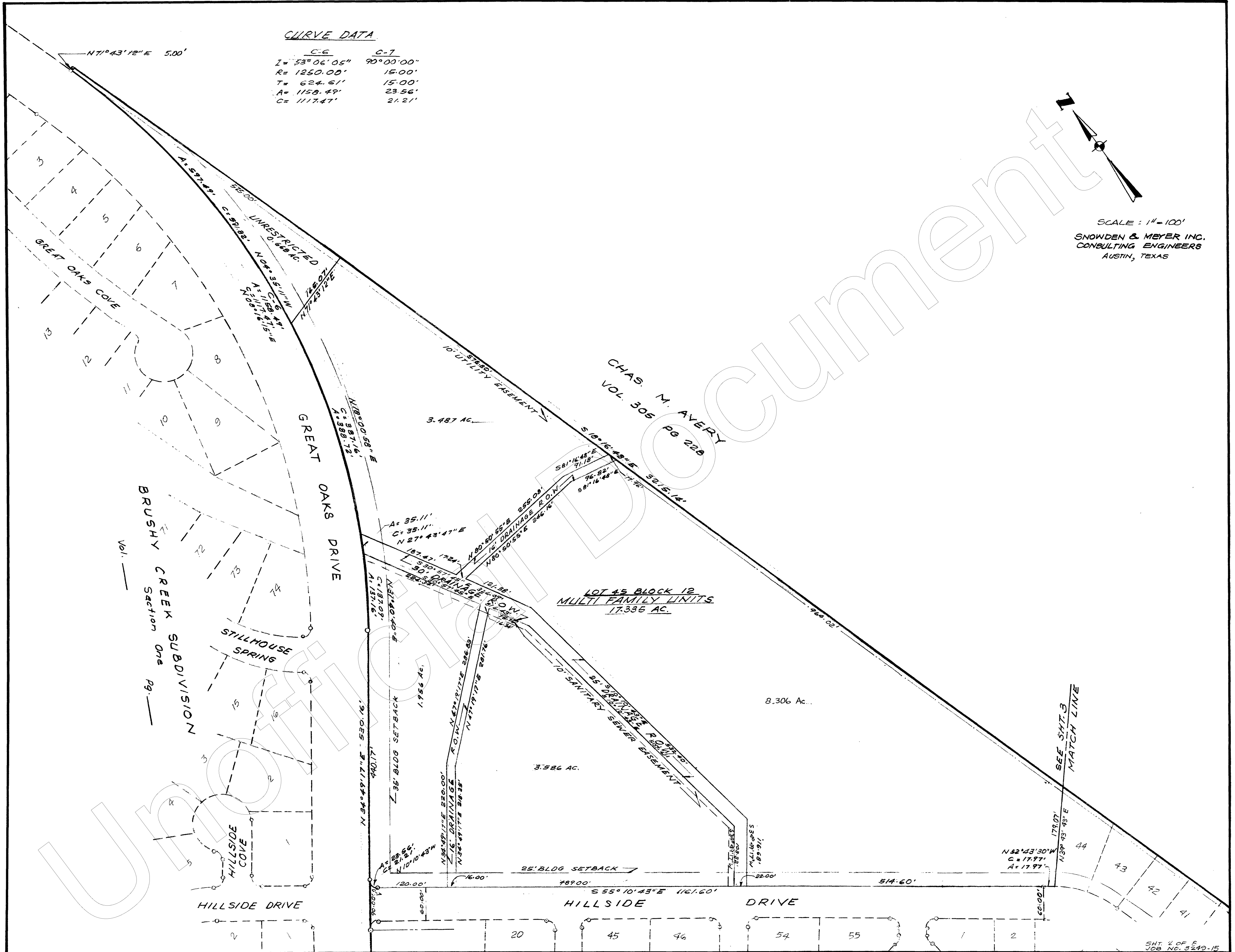
EUGENE O. BECK ~ VOL. 415 PG. 227
BRUSHY CREEK SUBDIVISION
Section Two

CURVE DATA

C-6	C-7
Z = 53° 06' 05"	90° 00' 00"
R = 1250.00'	15.00'
T = 624.61'	15.00'
A = 1158.49'	23.56'
C = 1117.47'	21.21'



SCALE: 1" = 100'
 SNOWDEN & MEYER INC.
 CONSULTING ENGINEERS
 AUSTIN, TEXAS

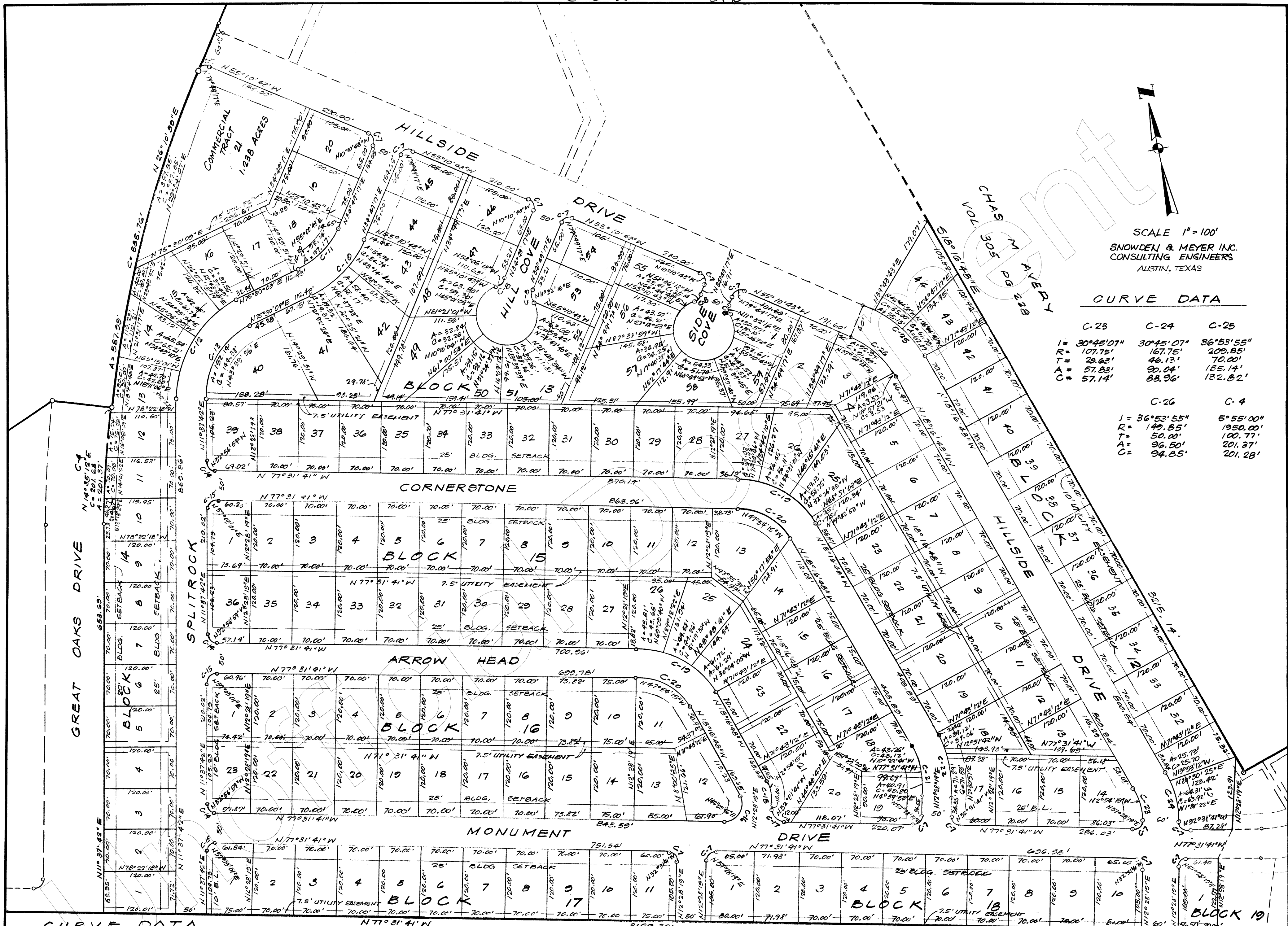




SCALE 1" = 100'
 SNOWDEN & MEYER INC.
 CONSULTING ENGINEERS
 AUSTIN, TEXAS

CURVE DATA

C-23	C-24	C-25	C-26	C-4
I = 30°45'07"	30°45'07"	36°53'55"	I = 36°53'55"	5°55'00"
R = 107.75'	167.75'	209.85'	R = 149.85'	1950.00'
T = 29.83'	46.13'	70.00'	T = 50.00'	100.77'
A = 57.83'	90.04'	135.14'	A = 96.50'	201.37'
C = 57.14'	88.96'	132.82'	C = 94.85'	201.28'



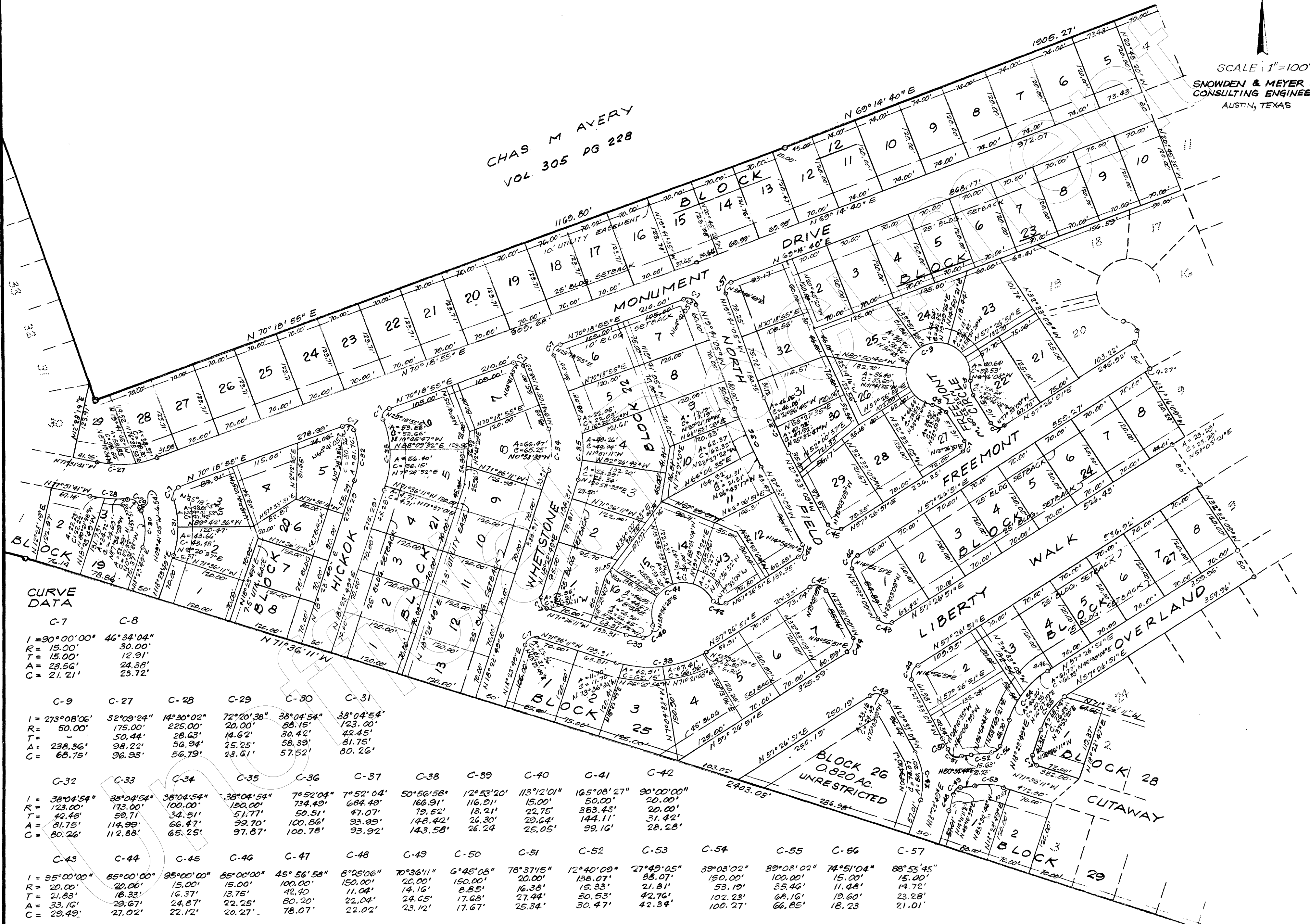
CURVE DATA

C-5	C-7	C-8	C-9	C-10	C-11	C-12	C-13	C-14	C-15	C-16	C-17	C-18	C-19	C-20	C-21	C-22
I = 17°16'36"	90°00'00"	46°34'03"	273°08'06"	40°40'52"	40°40'52"	63°52'27"	63°52'27"	89°09'23"	90°50'37"	120°45'07"	90°00'00"	30°45'07"	59°14'53"	59°14'53"	30°45'07"	30°45'07"
R = 1950.00'	30.00'	15.00'	30.00'	186.85'	136.85'	186.47'	136.47'	15.00'	15.00'	30.00'	20.00'	80.00'	150.00'	100.00'	156.82'	206.82'
T = 296.24'	15.00'	12.91'	30.00'	69.27'	50.73'	116.24'	85.07'	14.78'	15.22'	52.78'	20.00'	22.00'	85.30'	56.86'	43.13'	56.87'
A = 587.99'	23.56'	24.38'	238.36'	132.67'	132.67'	207.88'	152.14'	23.78'	23.34'	63.23'	31.42'	42.94'	155.11'	103.41'	84.17'	111.01'
C = 585.76'	21.21'	23.72'	68.75'	129.90'	95.14'	197.28'	144.38'	21.06'	21.37'	52.15'	28.28'	42.42'	148.29'	98.86'	83.16'	109.68'



SCALE 1"=100'
SNOWDEN & MEYER INC.
CONSULTING ENGINEERS
AUSTIN, TEXAS

CHAS. M. AVERY
VOL. 305 PG 228



CURVE DATA

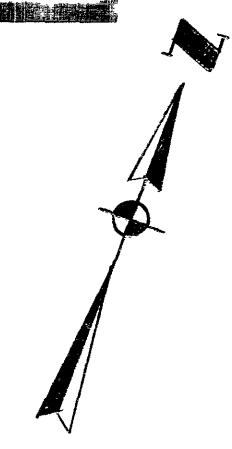
C-7 C-8
I = 90°00'00" 46°34'04"
R = 15.00' 30.00'
T = 15.00' 12.91'
A = 23.56' 24.38'
C = 21.21' 23.72'

C-9	C-27	C-28	C-29	C-30	C-31
I = 273°08'06"	32°09'24"	14°30'02"	72°20'38"	38°04'54"	38°04'54"
R = 50.00'	175.00'	225.00'	20.00'	88.15'	123.00'
T = -	50.44'	28.63'	14.62'	30.42'	42.45'
A = 238.36'	98.22'	56.94'	25.25'	58.39'	81.75'
C = 68.75'	96.93'	56.79'	23.61'	57.52'	80.26'

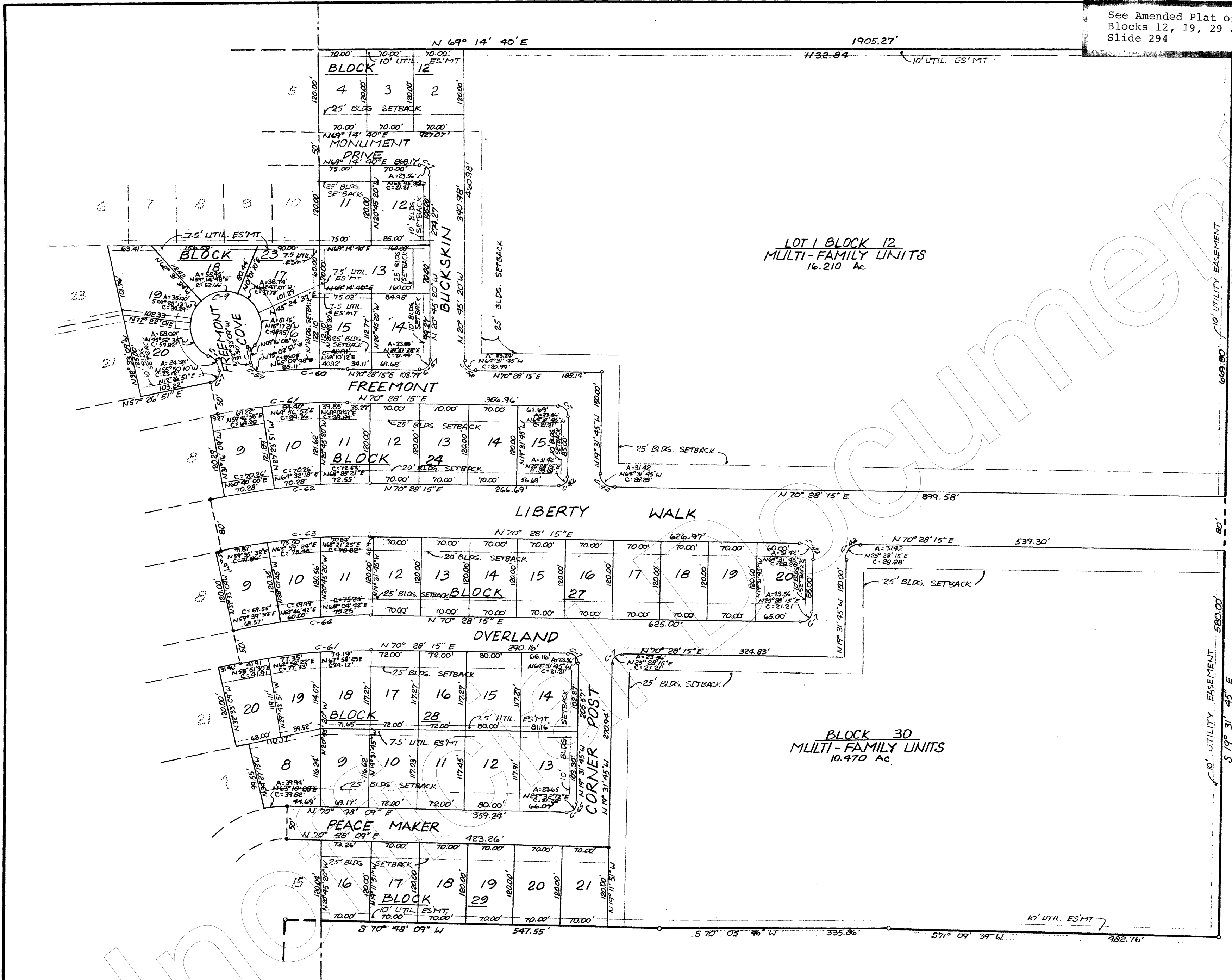
C-32	C-33	C-34	C-35	C-36	C-37	C-38	C-39	C-40	C-41	C-42
I = 38°04'54"	38°04'54"	38°04'54"	38°04'54"	7°52'04"	7°52'04"	50°56'58"	12°53'20"	113°12'01"	165°08'27"	90°00'00"
R = 123.00'	173.00'	100.00'	150.00'	734.49'	684.49'	166.91'	116.91'	15.00'	50.00'	20.00'
T = 42.45'	59.71'	34.51'	51.77'	50.51'	47.07'	79.52'	13.21'	22.75'	383.43'	20.00'
A = 81.75'	114.99'	66.47'	99.70'	100.86'	93.99'	148.42'	26.30'	28.64'	144.11'	31.42'
C = 80.26'	112.88'	65.25'	97.87'	100.78'	93.92'	143.58'	26.24'	25.05'	99.16'	28.28'

C-43	C-44	C-45	C-46	C-47	C-48	C-49	C-50	C-51	C-52	C-53	C-54	C-55	C-56	C-57
I = 95°00'00"	85°00'00"	95°00'00"	85°00'00"	45°56'58"	8°25'06"	70°36'11"	6°45'08"	78°37'15"	12°40'09"	27°49'05"	39°03'02"	39°03'02"	74°51'04"	88°55'45"
R = 20.00'	20.00'	15.00'	15.00'	100.00'	150.00'	20.00'	150.00'	20.00'	136.07'	88.07'	150.00'	100.00'	15.00'	15.00'
T = 21.83'	16.33'	16.37'	13.75'	42.40'	11.04'	14.16'	8.85'	16.38'	15.33'	21.81'	53.19'	35.46'	11.48'	14.72'
A = 33.16'	29.67'	24.87'	22.25'	80.20'	22.04'	24.65'	17.68'	27.44'	30.53'	42.76'	102.28'	68.16'	10.60'	23.28'
C = 29.49'	27.02'	22.12'	20.27'	78.07'	22.02'	23.12'	17.67'	25.34'	30.47'	42.34'	100.27'	66.85'	18.23'	21.01'

See Amended Plat of various lots in Blocks 12, 19, 29 & 30 in Cab. E, Slide 294



SCALE = 1" = 100'
SNOWDEN & MEYER, INC.
CONSULTING ENGINEERS
AUSTIN, TEXAS



C-7	C-8	C-9	C-57	C-58	C-59	C-60	C-61	C-62	C-63	C-64	C-65	C-42
I = 90°00'00"	46°34'03"	273°08'06"	91°13'35"	88°46'25"	84°59'25"	05°24'43"	13°01'24"	13°01'24"	13°01'24"	13°01'24"	90°19'54"	90°00'00"
R = 15.00'	30.00'	50.00'	15.00'	15.00'	15.00'	90.10'	85.10'	104.00'	740.00'	90.10'	15.00'	20.00'
T = 15.00'	18.91'	-	15.33'	14.68'	13.74'	42.59'	97.15'	118.71'	109.58'	102.86'	15.09'	20.00'
A = 23.56'	24.38'	238.36'	23.88'	23.24'	22.25'	85.12'	193.46'	236.39'	218.21'	204.82'	23.65'	31.42'
C = 21.21'	23.72'	68.75'	21.44'	20.99'	20.27'	86.08'	193.04'	235.88'	217.24'	204.38'	21.28'	28.28'



SCALE 1" = 100'
 SNOWDEN & MEYER INC.
 CONSULTING ENGINEERS
 AUSTIN, TEXAS

CURVE DATA

C-7	C-8	C-9	C-66	C-67
I = 90°00'00"	46°34'03"	273°08'06"	52°24'20"	52°24'20"
R = 15.00'	30.00'	50.00'	150.00'	100.00'
T = 15.00'	12.91'	-	73.82'	49.21'
A = 23.56'	24.38'	238.36'	137.20'	91.47'
C = 21.21'	23.72'	68.75'	132.37'	88.31'

FIELD NOTES
FOR
BRUSHY CREEK SUBDIVISION SECTION TWO

ALL OF THAT PARCEL OR TRACT OF LAND BEING 164.867 ACRES OF LAND OUT OF A 1545.14 ACRE TRACT IN THE JAMES SHELTON SURVEY, ABSTRACT NO. 552; JOHN MCQUEEN SURVEY, ABSTRACT NO. 179; AND THE J.M. HARRELL SURVEY, ABSTRACT NO. 284, SAID 1545.14 ACRES BEING A PART OF A CERTAIN TRACT OF LAND DESCRIBED IN A DEED FROM JENNIE BECK TO EUGENE O. BECK, ET UX, DEED OF RECORD IN VOL. 558, PAGE 30, AND BEING ALL OF A 40.00 ACRE TRACT OF LAND DESCRIBED IN A DEED FROM BESSIE CLARK SCHOOLEY, ET AL, TO EUGENE O. BECK, ET UX, DEED OF RECORD RECORDED IN VOL. 426, PAGE 526, AND BEING ALL OF A 782.0 ACRE TRACT OF LAND DESCRIBED AT THE FIRST TRACT IN A PARTITION DEED FROM JENNIE BECK TO EUGENE O. BECK, ET UX, DEED OF RECORD RECORDED IN VOL. 475, PAGE 227, OF THE DEED OF RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 164.867 ACRES TRACT BEING MORE PARTICULARLY DESCRIBED BY THE FOLLOWING METES AND BOUNDS.

BEGINNING at an iron pin at the northwest corner of Lot 1, Block 10 of Brushy Creek Subdivision Section One, a subdivision in the city of Round Rock, Williamson County, Texas as recorded in Plat Book _____, Page _____ of the Plat Records of Williamson County, Texas for the PLACE OF BEGINNING of said 164.867 acre tract, hereof from which PLACE OF BEGINNING the southeast corner of the JOHN H. DILLARD SURVEY bears S82°16'22"E for a distance of 3241.55 feet.

THENCE, N 70° 11' 46" E, a distance of 1497.98 feet to a point in a curve to the right located in the west right-of-way of Great Oaks Drive.
THENCE, S 72° 27' 18" E, a distance of 100.00 feet to a point in a curve to the right located in the east right-of-way of Great Oaks Drive.
THENCE, along said curve to the right located in the east right-of-way of Great Oaks Drive an arc distance of 587.99 feet to a point set at the P.T., said curve having the following elements: Central Angle = 17° 16' 36", Radius = 1950.00 feet, Tangent Distance = 296.24 feet, Chord Bearing = N 26° 10' 59" E, Chord Distance = 585.76 feet.
THENCE, continuing with the east right-of-way of Great Oaks Drive, N 34° 49' 17" E, a distance of 530.16 feet to a point set at the P.C. of a curve to the left.
THENCE, along said curve to the left located in the east right-of-way of Great Oaks Drive an arc distance of 1158.49 feet to a point set at the P.T., said curve having the following elements: Central Angle = 53° 06' 05", Radius = 1250.00 feet, Tangent Distance = 624.61 feet, Chord Bearing = N 08° 16' 15" E, Chord Distance = 1117.47 feet.
THENCE, N 71° 43' 12" E, a distance of 5.00 feet to a point for corner, said point being located in the east boundary line of the JOHN H. DILLARD SURVEY.
THENCE, with the east boundary line of the JOHN H. DILLARD SURVEY, S 18° 16' 48" E, a distance of 3215.14 feet to a point for corner, said point being the southeast corner of the JOHN H. DILLARD SURVEY and said corner being also the POINT OF REFERENCE.
THENCE, N 70° 18' 55" E, a distance of 1169.80 feet to a point.
THENCE, N 69° 14' 40" E, a distance of 1905.27 feet to a point for corner.
THENCE, S 19° 31' 45" E, a distance of 1329.80 feet to a point for corner.
THENCE, S 71° 09' 39" W, a distance of 482.76 feet to a point.
THENCE, S 70° 05' 46" W, a distance of 335.86 feet to a point.
THENCE, S 70° 48' 09" W, a distance of 547.55 feet to a point for corner.
THENCE, S 18° 31' 18" E, a distance of 393.00 feet to a point for corner.
THENCE, N 71° 36' 11" W, a distance of 2403.03 feet to a point.
THENCE, N 77° 31' 41" W, a distance of 3169.32 feet to the PLACE OF BEGINNING containing an area of 164.867 acres of land more or less.

STATE OF TEXAS
COUNTY OF WILLIAMSON KNOW ALL MEN BY THESE PRESENTS:

THAT HY-LAND JOINT VENTURE, A PARTNERSHIP ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF TEXAS, OWNER OF THE HEREON DESCRIBED 164.867 ACRE TRACT OF LAND OUT OF A 1545.14 ACRE TRACT IN THE JAMES SHELTON SURVEY, ABSTRACT NO. 552; JOHN MCQUEEN SURVEY, ABSTRACT NO. 179; AND THE J.M. HARRELL SURVEY, ABSTRACT NO. 284, SAID 1545.14 ACRES BEING A PART OF A CERTAIN TRACT OF LAND DESCRIBED IN A DEED FROM JENNIE BECK TO EUGENE O. BECK, ET UX, DEED OF RECORD IN VOL. 558, PAGE 30, AND BEING ALL OF A 40.00 ACRE TRACT OF LAND DESCRIBED IN A DEED FROM BESSIE CLARK SCHOOLEY, ET AL, TO EUGENE O. BECK, ET UX, DEED OF RECORD RECORDED IN VOL. 426, PAGE 526, AND BEING ALL OF A 782.0 ACRE TRACT OF LAND DESCRIBED AT THE FIRST TRACT IN A PARTITION DEED FROM JENNIE BECK TO EUGENE O. BECK, ET UX, DEED OF RECORD RECORDED IN VOL. 475, PAGE 227, OF THE DEED OF RECORDS OF WILLIAMSON COUNTY, TEXAS, ACTING HEREIN BY AND THROUGH ITS MANAGER, ROBERT E. CLARK, DO HEREBY DEDICATE TO THE USE OF THE PUBLIC FOREVER ALL STREETS, ALLEYS, PARKS, WATER COURSES, DRAINS, EASEMENTS, AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED.

WITNESS MY HAND THIS 18 DAY OF April 1977, A.D.

Robert E. Clark
ROBERT E. CLARK

STATE OF TEXAS
COUNTY OF WILLIAMSON

BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED Robert E. Clark 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 AND IN THE CAPACITY STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 18 DAY OF April 1977, A.D.

James R. Williams
NOTARY PUBLIC

AUTHORIZED TO BE FILED FOR RECORD BY WILLIAMSON COUNTY, TEXAS.

In approving this Plat by the Commissioners' Court of Williamson County, Texas, it is understood that the building of all streets and roads, or other thoroughfares designated and shown on this plat, and all bridges and culverts necessary to be placed in such streets, roads and other public thoroughfares or in connection therewith shall be the responsibility of the owner or developer of the tract of land covered by this plat, in accordance with plans and specifications prescribed by the Commissioner's Court of Williamson County, Texas, and said Commissioners' Court assumes no responsibility or obligation to build or maintain any streets, roads, or other public thoroughfares shown on this plat or of constructing or maintaining any culverts, bridges, etc. in connection therewith. It is further understood that upon completion of the aforesaid obligations of the developer and 80% occupancy of the lots along the roadways and streets in the subdivision has been achieved, and all driveway drain pipes have been installed on written permission from the County Commissioner, the Commissioners' Court assumes full responsibility for maintenance of said streets.

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

I, C. L. CHANCE, COUNTY JUDGE OF WILLIAMSON COUNTY, TEXAS, DO HEREBY CERTIFY THAT THIS MAP OR PLAT, WITH FIELD NOTES HEREON AND THE ENGINEER'S CERTIFICATE APPEARING HEREON, THAT BRUSHY CREEK SUBDIVISION SECTION TWO, 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 SAID PLAT IS AUTHORIZED TO BE RECORDED AND REGISTERED IN THE PROPER RECORDS OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

DATED: April 25, 1977

C. L. Chance
C. L. CHANCE, COUNTY JUDGE

SW: 7 of 8
100-249-15

Submit to Public 330

BRUSHY CREEK SUBDIVISION SECTION TWO

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

I, DICK CERVENKA, 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 25th DAY OF April, A.D. 1977, AT 11:25 O'CLOCK A.M., AND DULY RECORDED THIS THE 25th DAY OF April, A.D. 1977, AT 3:00 O'CLOCK P.M.; IN THE PLAT RECORDS OF SAID COUNTY IN VOL. 12, PAGE 58-65

WITNESS MY HAND AND SEAL AT THE COUNTY COURT OF SAID COUNTY, AT OFFICE IN GEORGETOWN, THE DATE LAST ABOVE WRITTEN.

BY: Beatrice Bohae
DEPUTY

Dick Cervenka
DICK CERVENKA, CLERK COUNTY COURT, WILLIAMSON COUNTY, TEXAS

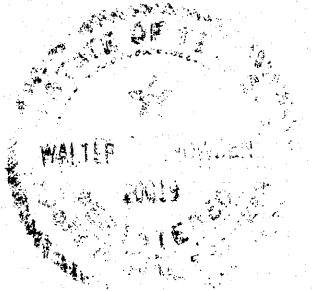
THE STATE OF TEXAS
COUNTY OF WILLIAMSON.

KNOW ALL MEN BY THESE PRESENTS:

THAT I, WALTER L. SNOWDEN, DO HEREBY CERTIFY THAT THIS PLAT WAS PREPARED FROM AN ACTUAL AND ACCURATE ON-THE-GROUND SURVEY OF THE LAND AND THAT THE CORNER MONUMENTS SHOWN HEREON WERE PROPERLY PLACED UNDER MY PERSONAL SUPERVISION, IN ACCORDANCE WITH SUBDIVISION REGULATIONS OF THE CITY OF ROUND ROCK, TEXAS.

SNOWDEN AND MEYER INC.

Walter L. Snowden
WALTER L. SNOWDEN P.E.



STREET DATA

NAME OF STREET	LENGTH OF STREET (L.F.)				TOTAL LENGTH (L.F.)
	RIGHT OF WAY WIDTH				
	50'	60'	80'	100'	
GREAT OAKS DR.				859	859
SPLIT ROCK	1477				1477
HILLSIDE DRIVE		2402			2402
HILL COVE	228				228
SIDE COVE	120				120
ARROWHEAD	1124				1124
MONUMENT DRIVE	3815				3815
CORNERSTONE	1620				1620
HICKOK	414				414
WHETSTONE	606				606
FREEMONT	1712				1712
FREEMONT CIRCLE	150				150
FREEMONT COVE	99				99
CUTAWAY	545				545
CUTAWAY COVE	98				98
PEACEMAKER	719				719
CORNER POST	471				471
NORTH FIELD	997				997
BUCKSKIN	355				355
LIBERTY WALK			2393		2393
OVERLAND	1391				1391
	193				193
	16,134	2402	2393	859	21,788



Commissioners Court - Regular Session

16.

Meeting Date: 02/13/2024

Approval of Agreement for As-Needed System Support with CDW-G for Information Systems

Submitted For: Joy Simonton

Submitted By: Koren Shannon, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving Contract #2024127 between Williamson County and CDW-G for as-needed system support, in the not-to-exceed amount of \$10,000, per Sourcewell contract #081419, and authorizing the execution of the agreement

Background

This Statement of Work can be used for small installation projects or scheduled maintenance for up to, but not to exceed 24 hours per call. In the event of encountering technical issues beyond the scope of IT's expertise, this will ensure the availability of a CDW-G engineer who possesses the necessary skills to address and resolve the problem. This Statement of Work is valid for a 12-month period from the date of signature and cannot exceed \$10,000.00 in a calendar year without a new SOW (Statement of Work) or Change Order. Funding source is 01.0100.0503.004100 per FY24 budget. Department point of contact is Rory Tierney. Vendor is publicly traded therefor a 1295 form is not required.

Fiscal Impact

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

Attachments

Redacted CDW-G Statement of Work

Form Review

Inbox

Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Koren Shannon
Final Approval Date: 02/08/2024

Reviewed By

Joy Simonton
Becky Pruitt

Date

02/07/2024 01:30 PM
02/08/2024 09:13 AM
Started On: 02/05/2024 08:20 AM



STATEMENT OF WORK

Project Name:	ADHOC	Seller Representative: Liam McNamara +1 (703) 262-8156 liammcn@cdw.com
Customer Name:	WILLIAMSON COUNTY, TX	
CDW Affiliate:	CDW Government LLC	
Date:	February 01, 2024	Solution Architect: Dan Field
Drafted By	Paul Davila	

This statement of work (“**Statement of Work**” or “**SOW**”) is made and entered into on the last date that this SOW is fully executed as set forth below (“**SOW Effective Date**”) by and between the undersigned, CDW Government LLC (“**Provider,**” and “**Seller,**”) and WILLIAMSON COUNTY, TX (“**Customer,**” and “**Client,**”).

This SOW shall be governed by that certain Sourcewell Vendor Agreement 081419#CDW between CDW Government LLC and Sourcewell effective December 1, 2019 (the “**Agreement**”) If there is a conflict between this SOW and the Agreement, then the Agreement will control, except as expressly amended in this SOW by specific reference to the Agreement.

PROJECT DESCRIPTION

PROJECT SCOPE

This SOW can be used for small installation projects or scheduled maintenance for up to, but not to exceed 24 hours per call. This SOW is valid for a 12-month period from the date of signature and cannot exceed \$10,000.00 in a calendar year without a new SOW or Change Order.

Subject to the other provisions of this SOW, Seller will perform the following services:

- **Unscheduled and/or Break/Fix engineering and consulting services**

CUSTOMER RESPONSIBILITIES

Customer is responsible for the following:

1. **Scheduling the Services with Seller**
2. **Customer will provide full access to any systems the Seller needs to address the issues being worked on**
3. **Provide details in writing for all work requested**

PROJECT ASSUMPTIONS

1. **This SOW is valid for multiple dispatch opportunities throughout the term of the SOW**
2. **Customer will identify engineer level required and specific tasks that need to be performed at each dispatch request.**
3. **Resources will be allocated based upon requirements set forth by Customer at each individual dispatch**

-
4. All work is T&M and may not be project related
 5. Engineer dispatch is dependent upon resource availability and will be determined by Seller project coordinator
 6. Customer understands there is neither a guarantee, nor a Service Level Agreement for availability of Seller's engineer(s). Seller only agrees to provide best effort attempts in scheduling an engineer for a time requested by Customer
 7. All effort related to this SOW will be on a best effort basis

OUT OF SCOPE

Tasks outside this SOW include, but are not limited to:

1. Services outside of the US
2. Services not specified in this SOW are considered out of scope and will be addressed with a separate SOW

GENERAL RESPONSIBILITIES AND ASSUMPTIONS

- Customer is responsible for providing all access that is reasonably necessary to assist and accommodate Seller's performance of the Services.
- Customer will provide in advance and in writing, and Seller will follow, all applicable Customer's facility's safety and security rules and procedures.
- Customer is responsible for security at all Customer-Designated Locations; Seller is not responsible for lost or stolen equipment, other than solely as a result of Seller's gross negligence and willful misconduct.
- This SOW can be terminated by either party without cause upon at least fourteen (14) days' advance written notice.

CONTACT PERSONS

Each Party will appoint a person to act as that Party's point of contact ("**Contact Person**") as the time for performance nears and will communicate that person's name and information to the other Party's Contact Person.

Customer Contact Person is authorized to approve materials and Services provided by Seller, and Seller may rely on the decisions and approvals made by the Customer Contact Person (except that Seller understands that Customer may require a different person to sign any Change Orders amending this SOW). The Customer Contact Person will manage all communications with Seller, and when Services are performed at a Customer-Designated Location, the Customer Contact Person will be present or available. The Parties' Contact Persons shall be authorized to approve changes in personnel and associated rates for Services under this SOW.

CHANGE MANAGEMENT

This SOW may be modified or amended only in a writing signed by both Customer and Seller, generally in the form provided by Seller ("**Change Order**"). Services not specified in this SOW are considered out of scope and will be addressed with a separate SOW or Change Order.

In the event of a conflict between the terms and conditions set forth in a fully executed Change Order and those set forth in this SOW or a prior fully executed Change Order, the terms and conditions of the most recent fully executed Change Order shall prevail.

PROJECT SCHEDULING

Customer and Seller, who will jointly manage this project, will together develop timelines for an anticipated schedule ("**Anticipated Schedule**") based on Seller's project management methodology. Any dates, deadlines, timelines or schedules

contained in the Anticipated Schedule, in this SOW or otherwise, are estimates only, and the Parties will not rely on them for purposes other than initial planning.

The following scheduling scenarios that trigger delays and durations to extend beyond what's been planned may require a Change Order:

- Site preparation, such as power, cabling, physical access, system access, hardware/software issues, etc. must be completed in a timely manner.
- Project tasks delegated to Customer PMs/Engineers/Techs/Management/Resources must be completed in a timely manner. For example, in the event a project's prioritization is demoted, and Customer resources are reallocated causing the project's schedule to extend on account of experiencing interruptions to its momentum requiring complete stop(s) and start(s).
- External projects/dependencies that may have significant impact on the timeline, schedule and deliverables. It is Seller's assumption that every reasonable attempt will be made to mitigate such situations.

TOTAL FEES

The total fees due and payable under this SOW (“**Total Fees**”) include both fees for Seller’s performance of work (“**Services Fees**”) and any other related costs and fees specified in the Expenses section (“**Expenses**”).

Seller will invoice for Total Fees. Customer will pay invoices containing amounts authorized by this SOW in accordance with the terms of the Agreement. Unless otherwise specified, taxes will be invoiced but are not included in any numbers or calculations provided herein. The pricing included in this SOW expires and will be of no force or effect unless it is signed by Customer and Seller within thirty (30) days from the Date list on the SOW, except as otherwise agreed by Seller. Any objections to an invoice must be communicated to the Seller Contact Person within fifteen (15) days after receipt of the invoice.

SERVICES FEES

The Total Estimated Consultant Fees will vary based on actual hours worked for the duration of this SOW and cannot exceed \$10,000.00. This does not represent a *fixed fee*. This agreement is valid for a twelve (12) month period and cannot exceed \$10,000.00 in a calendar year.

The rates presented in Table 1 apply to scheduled Services that are performed during Standard Business Hours (meaning 8:00 a.m. to 5:00 p.m. local time, Monday through Friday, excluding holidays). When Seller invoices for scheduled Services that are not performed during Standard Business Hours, Services Fees will be calculated at 150% of the Unit Rates. For any unscheduled (i.e., emergency) Services performed at any time of the day, Services Fees will be calculated at 200% of the Unit Rates.

Any non-Hourly Units will be measured in one (1) unit increments when Services are performed remotely or at any Customer-Designated Location(s) (as defined below).

Any Hourly Units will be measured in one (1) hour increments with a minimum of one (1) hour billed each day Services are performed remotely and four (4) hours billed each day Services are performed at any Customer-Designated Location(s). When Hourly Seller personnel must travel more than two (2) hours a day to work at any Customer-Designated Location(s), there will be a minimum of eight (8) hours billed for each day (less travel time that is invoiced pursuant to the “Expenses” section below).

Upon notice, Seller may adjust the rates below, provided that the rates will remain fixed for at least six (6) months after the SOW Effective Date and then again for at least six (6) months after any subsequent adjustment.

The rates below only apply to Services specified in this SOW.

Table – Services Fees

Consultant	Function	Hourly Rate
Technical Lead/Principal Consulting Engineer	Cross-technology	\$255.00

Expenses

All services under this SOW will be performed remotely; therefore, neither travel time nor direct expenses will be billed for this project.

CUSTOMER-DESIGNATED LOCATIONS

Seller will provide Services benefiting the following locations (“**Customer-Designated Locations**”)

Location	Address
Main	301 SE INNER LOOP STE 105, Georgetown, TX 78626

CUSTOMER-DESIGNATED LOCATIONS

Seller will provide Services benefiting the following locations (“**Customer-Designated Locations**”)

Location	Address
Main	301 SE INNER LOOP STE 105, Georgetown, TX 78626

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

SIGNATURES

In acknowledgement that the parties below have read and understood this Statement of Work and agree to be bound by it, each party has caused this Statement of Work to be signed and transferred by its respective authorized representative.

This SOW and any Change Order may be signed in separate counterparts, each of which shall be deemed an original and all of which together will be deemed to be one original. Electronic signatures on this SOW or on any Change Order (or copies of signatures sent via electronic means) are the equivalent of handwritten signatures.

CDW Government LLC

WILLIAMSON COUNTY, TX

By: **Alexander Goes**
Digitally signed
by Alexander Goes
Date:
2024.02.01
10:51:23 -06'00'

By: _____
Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Mailing Address:
200 N. Milwaukee Ave.
Vernon Hills, IL 60061

Mailing Address:
301 SE INNER LOOP STE 105
GEORGETOWN, TX 78626-8207

Reviewed by Contract Audit
SARA GREER, CGAP
Contract Auditor
Williamson County Auditor's Office
Date: Feb 01 2024 Time: 2:11 pm

Approved as to Legal Form
JACQUELINE LENTZ
General Counsel, Commissioners Court
Date: Feb 02 2024 Time: 5:32 pm

Commissioners Court - Regular Session

17.

Meeting Date: 02/13/2024

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

Background

The Utility Payment Card Policy has been developed by the Purchasing Department and the Accounts Payable Department to streamline the method in which the county pays for utility services to include water, electric, gas and telephone. The Purchasing Department will oversee the ordering of the cards and initial training of the cardholder. Accounts Payable (AP) anticipates 20-30 Utility Payment Cards issued countywide. The AP office will receive monthly payment statements from the end users and make all payments to JP Morgan Chase. Their process for this will mirror and align with the current process used for PCards. An annual exemption from competitive bidding for utility services will be submitted to the Commissioners Court for approval documenting the Texas Local Government Code 262.024 DISCRETIONARY EXEMPTIONS (a) A contract for the purchase of any of the following items is exempt from the requirement established by Section 262.023 if the Commissioners Court by order grants the exemption (7) an item that can be obtained from only one source, including: (C) electric power, gas, water, and other utility services.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Utility Payment Card Policy DRAFT
Exemption Memo

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	02/07/2024 03:29 PM
Purchasing (Originator)		02/07/2024 03:29 PM
County Judge Exec Asst.	Becky Pruitt	02/08/2024 09:21 AM
Form Started By: Joy Simonton		Started On: 02/07/2024 01:56 PM
Final Approval Date: 02/08/2024		



UTILITY PAYMENT CARD POLICY

Purchasing Department
100 Wilco Way, Suite P101
Georgetown, TX 78626
512.943.3553

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CARDHOLDER	
ACCOUNTS PAYABLE	
JPMORGAN CHASE BANK	
PROGRAM ADMINISTRATOR (PURCHASING DEPARTMENT)	
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INTRODUCTION

Welcome to the JPMorgan Chase Bank Utility Payment Card Program with Williamson County! This program is designed to help better manage recurring utility payments for county departments. The success of the program and its continuing use depends on user participation and cooperation. Please be sure to read and follow the program guidelines as specified within this manual.

PURPOSE

The purpose of Utility Payment Card Program rules and procedures is to accomplish the following:

✓ Provide an efficient method of paying for recurring utility expenses. The Utility Payment Card shall ONLY be used for county related utility payments from a Commissioners Court exempted and/or approved list of vendors.

✓ Reduce paperwork involving utility payments and the administrative cost of high-volume transactions.

void possible misapplications, late fees, lost payments, and/or disruption of service.

✓ Enable the payment of utilities, by telephone, on the internet, or in person or directly from approved suppliers. The card is intended to be used for:

- Water
- Electricity
- Gas
- Internet
- Phone
- Trash
- Cable

✓ Improve management reporting on utility payments.

✓ Develop reasonable and enforceable rules, procedures and audit controls.

✓ Provide for disciplinary action if the Utility Payment Card is misused.

PROCESS OVERVIEW

The Utility Payment Card shall be issued to one (1), designated and trained employee per department. One person, generally the department coordinator, shall be responsible for tracking all utility transactions on a payment card log and obtaining all invoices, receipts and documentation from the utility suppliers to submit with a monthly statement to the Auditor's Office. The department coordinator, who signs the cardholder agreement at the time the card is issued, shall follow all rules and procedures as set forth in this manual. Failure to follow procedures as set forth in in this manual may lead to disciplinary actions. This card shall reside under the responsibility of the department coordinator or designated person entrusted and assigned the Utility Payment Card.

PROGRAM BENEFITS

Utility Payment Cardholders - You will be able to make your department's utility payments through the vendor payment portals or over the telephone. It avoids possible misapplications, late fees, lost payments, and/or disruption of service.

Suppliers - The Utility Payment Card will be welcomed by suppliers who accept MASTERCARD.

Accounts Payable – The program allows the county's Accounts Payable team direct line of sight to utility payments and greatly reduces the time needed to track and reconcile these accounts. This payment method significantly reduces the workload and processing costs related to the payment of utilities.

Rebate Program – Williamson County receives a rebate from JP Morgan Chase on all expenditures run through the program.

SUMMARY OF PROGRAM

Williamson County, Texas has contracted with JPMorgan Chase Bank for a Utility Payment Card Program. All cards are issued at the request of the department and authorized by the Accounts Payable team.

Please read all instructions, rules and procedures carefully. The signature on the Cardholder Agreement indicates understanding the intent of the program and that the cardholder agrees to adhere to the established rules and procedures. The Program Administrator will issue the Utility Payment Card after receipt of the signed agreement. The cardholder will be required to attend training provided by the Purchasing Department and Accounts Payables Department before receiving the card. The cardholder may then begin using the card immediately.

Record keeping is essential to ensure the success of the program. Standard payment policies require retention of receipts and other documentation. As with any card, the cardholder must retain receipts, and invoices.

Each Utility Payment Card has also been assigned a monthly total dollar limit, a single daily transaction limit, and a Merchant Category Code (MCC) Buying Group which will include or exclude designated merchant types specifically customized for each cardholder according to the utility payment requirements needed by their department.

Payments must be for the use and benefit of Williamson County. **NO PERSONAL PAYMENTS ARE ALLOWED.** In the event inadvertent, incidental personal charges appear on a County Payment Card the expense must be reimbursed to the county immediately.

Utilities are usually paid by JPMorgan Chase Bank within three (3) business days of the transaction. The card is issued in the department's name and under the corporate name of Williamson County.

The Utility Payment Card is a county asset and is required to be tracked in Service Now. It is also a form of payment and therefore subject to the guidelines set by law and the County Purchasing Act.

Payments using a Utility Payment Card are to be made *after* an invoice is received.

APPROVED VENDOR CATEGORIES

- Water
- Electricity
- Gas
- Internet
- Phone
- Trash
- Cable

DISCRETIONARY PURCHASING EXEMPTIONS

Texas State Local Government Code 262.024 provides the following purchasing exemption for utility payments. This exemption allows cardholders to pay for utility bills without the requirement for competitive quotes or oversight from the Purchasing Department. Utility payments can be made directly to approved utility vendors.

Sec. 262.024. DISCRETIONARY EXEMPTIONS. (a) A contract for the purchase of any of the following items is exempt from the requirement established by Section [262.023](#) **if the commissioners court by order grants the exemption:**

(7) an item that can be obtained from only one source, including:

(C) electric power, gas, water, and other utility services;

HOW THE CARD WORKS

The Utility Payment Card shall be used like a credit card. Please be aware of the following:

✓ County departments are responsible for all charges made on the Utility Payment Card. Unlike personal credit cards, which have limited liability if lost or stolen, unless the proper procedures in reporting lost or stolen cards are followed, the county may be liable for all payments made with a Utility Payment Card.

✓ There is no personal liability on the card unless the cardholder violates the terms of the card use set forth herein or as specified in the Cardholder's Agreement.

✓ The transactions charged to a Utility Payment Card are billed directly to Williamson County by JPMorgan Chase Bank.

✓ Expense Reports are monthly billing statements that are downloaded from the JPMorgan Chase website, by the Department Coordinator. **An annual list providing all monthly cycle dates on which Expense Reports must be downloaded, printed and reconciled is made available each year by the Purchasing Department.** The list can be found on the Purchasing Portal SharePoint site in the *Procurement Card* section under *Forms and Tools*.

It is highly recommended that this list of dates be entered into the Department Coordinator's Outlook Calendar to provide monthly reminders of these key dates.

FRAUD AND UNRECOGNIZED TRANSACTIONS

Unauthorized or fraudulent transactions charged to the county and lost or stolen cards must be immediately reported to JP Morgan Chase, the Utility Payment Card Administrator and the cardholder's department head.

- JPMorgan Chase Bank: 1-800- 890-0669
- Kim Chappius, Utility Payment Card Administrator: 512-943-1478
- Andy Portillo, Utility Payment Card Administrator: 512-943-3860

Lost or stolen cards must also be reported by selecting the Lost/Stolen option on the Purchasing Card Request form in Service Now. DO NOT disable the card. Disabling the card in Service Now would prompt having to request a brand-new card in Service Now with a new application that is set up for first time cardholders only.

TRANSACTION DENIED

Cardholders shall call JPMorgan Chase Bank: 1-800- 890-0669 if a transaction is denied to address the issue. In the event that JPMorgan Chase Bank cannot resolve the issue then the cardholder shall contact a Utility Payment Card Administrator for additional support.

UTILITY PAYMENT CARD PICK-UP

After a card has been issued by JPMorgan Chase it will be sent to the Purchasing Department. The cardholder will be notified by email and asked to attend a 5 to 10-minute orientation. If the cardholder fails to pick up the card within two weeks following the notification email, a second reminder will be sent out. The card will be destroyed, and the card account will be canceled if the card has not been obtained within 30 days of the second reminder.

The Utility Payment Card expires after three years. Approximately one month before the expiration of the card JPMorgan Chase will automatically send a new card to the Purchasing Department. The card holder will be notified by email and will have to return the old card to the Purchasing Department before the new card can be issued. If the cardholder fails to pick up the card within two weeks following the notification email, a second reminder will be sent out. The card will be destroyed and the card account will be canceled if the card has not been obtained within 30 days of the second reminder.

INFRACTIONS AND MISUSE

Cardholder infractions are a serious issue and may result in disciplinary action including:

- Retraining
- Suspension of account

Theft, fraud, or intentional policy violations may result in permanent closure of account or termination of employment, based on severity of violation.

Suspended or cancelled Utility Payment Cards must be returned to Purchasing within 24 hours after receiving a notice.

UTILITY PAYMENT CARD RESPONSIBILITY

Department Head

The Department Head or designated Manager is responsible for approving Utility Payment Card applications, assigning a department coordinator, and submitting applications to the Utility Payment Card Program Administrator through Service Now.

The Department Head's approval delegates transaction authority to the Cardholder. Additional Department Head responsibilities include but are not limited to:

- ✓ Assist in determining spending level needs, make any subsequent changes in spending limits and all information needed within established guidelines. Limit changes must also be requested through the Purchasing Card Request form in Service Now.
- ✓ Review or delegate review of each cardholder's monthly transactions charged to appropriate account code.
- ✓ Signs Cardholder's Expense Report and forwards to Department Coordinator.
- ✓ Advise the Program Administrator by email when a cardholder is transferring to a new department. Utility Payment Cards will be cancelled upon the transfer of a cardholder to a new department and a new card may be issued at the discretion of the new department by submitting a Utility Payment Card Request in Service now for a new card. Follow request to cancel procedures as shown above.
- ✓ Cancelling all Utility Payment Cards of terminated or transferred employees:
 - Requests cancellation of card in the Utility Payment Card Request Form in Service Now before Termination is entered.
 - Returns card to the Program Administrator for immediate cancellation.

Cardholder

The Cardholder is responsible for possession of the Utility Payment Card, tracking all department utility accounts and making payment of utility invoices by the required due date.

Additional card holder responsibilities include but are not limited to:

- ✓ Creating on-line payment accounts and profiles with each utility where available.

✓ Submitting paid receipt with monthly statement to Department Coordinator or Accounts Payable as instructed.

✓ Working with each utility to resolve any billing disputes.

✓ Reporting suspected fraudulent use, lost or stolen cards to JP Morgan Chase and the Program Administrator immediately.

✓ Following all guidelines in the Utility Payment Card Policy and User Manual.

Accounts Payable

The Accounts Payable Department audits and verifies monthly Utility Payment Card transactions. Accounts Payable also communicates closely with the Utility Payment Card Administrator about cardholder infractions and issues.

Additional Accounts Payable responsibilities include but are not limited to:

✓ Receive monthly billing statement from JPMorgan Chase Bank.

✓ Receive monthly Expense Reports with attached receipts from all Cardholders.

✓ Monitor/audit all Utility Payment Card transactions each month to verify the following:

- Detailed invoices or receipts are included for each payment.
- Back-up documentation is included.
- Personal purchases have not been made on the County Utility Payment Card.

✓ Provide written documentation with a recommendation to the Program Administrator of any Cardholder infractions, suspensions, or cancellations to be implemented.

✓ Submits payments to JPMorgan Chase Bank.

✓ Notifies Purchasing Director and Utility Payment Card Administrator of all rebate funds received from JPMorgan Chase Bank.

JPMorgan Chase Bank

JPMorgan Chase Bank is the issuer of the Williamson County Utility Payment Card Program.

Their responsibilities include:

✓ Activities related to the underwriting, promotion, and issuance and servicing of the card.

✓ Providing Smart Data Online web-based reporting system for posting all transactions to the account and includes all cardholder accounts for review.

✓ Processing lost, stolen, canceled or reassigned cards as reported to them by the Program Administrator.

✓ Assist in processing errors and disputes with suppliers as necessary.

Program Administrator/Purchasing Department

The Program Administrator serves as the primary contact for the Williamson County Utility Payment Card Program. The Program Administrator acts as the intermediary for establishing and maintaining all management reports, procedures, training, card maintenance and monitors the overall performance of the Program.

Program Administrator responsibilities include but are not limited to:

✓ Coordinating the Utility Payment Card Program procedures and maintaining Utility Payment Card Program User Manual and maintains internal controls

✓ Processing properly authorized card requests, card changes, card limits and card cancellations, as approved by Department Heads.

✓ Providing training programs for all county departments and stakeholders.

✓ Administrating web based Smart Data Online (SDOL) applications internally and externally.

✓ Reports non-received cards to JPMorgan Chase immediately.

✓ Alerts all cardholders immediately, if merchant fraud is detected or suspected.

✓ Works with Accounts Payable on any cardholder infractions, suspensions, or cancellations to be implemented.

✓ Reports employee fraud to Department Head, Human Resources and proper law enforcement.

Auditor's Office

The Auditor's Office performs an internal audit on the Utility Payment Card program each year. This includes but is not limited to:

✓ Review and verification of random sampling of active and expired cards to verify that all activation and termination procedures have been followed.

✓ Review and verification that all authorized Service Now request are reflected within the JP Morgan Chase Smart Data platform.

TAX EXEMPT INFORMATION

Purchases made with the Utility Payment Card are Sales Tax Exempt. The county Sales Tax Exemption Form can be located on the Purchasing Portal SharePoint site, in the *Forms and Tools* section under Sales Tax. It can be downloaded and either emailed or faxed to any requesting supplier if needed. Cardholders shall verify that no sales tax is being charged prior to payment of invoice with the Utility Payment Card.

EQUENTLY ASKED QUESTIONS

Q: Can I send someone in my place to pick up my new or replacement Utility Payment Card?

A: No. All cards must be picked up by the Cardholder for whom the card was requested. Forms must be signed and instructions given to the Cardholder at the time the card is picked up.

Q: I have requested a new card. What do I do with the old card?

A: The old card must be turned in to the Program Administrator at the time the new card is picked up.

Q: How can I check the balance of my card to determine my payment limits?

A: Call JPMorgan Chase Bank: 1-800- 890-0669 for customer service and they can provide you with your available balance. If you have additional issues or problems, please contact the Program Administrator.

Q: My card is about to expire. What happens and when?

A: The card is active until the end of the month in which it expires. A new card will automatically be sent to the Program Administrator in advance of the expiration of your current card and you will be notified when the card arrives so that you can pick it up and sign any needed documents.

Q: How do I report a lost or stolen card?

A: First, immediately report lost or stolen cards to JPMorgan Chase Bank. Secondly, notify a Program Administrator.

- JPMorgan Chase Bank: 1-800- 890-0669
- Kim Chappius, Utility Payment Card Administrator: 512-943-1478
- Andy Portillo, Utility Payment Card Administrator: 512-943-3860

Additionally, do not request or accept a new replacement card directly from JPMorgan Chase Bank. The Program Administrator will request a new card if applicable and follow up with distribution of the new card. A new Cardholder agreement must be signed in order to receive the new card.

Q: How do I make changes to my information or card limits?

A: Your department coordinator and/or Department Head must advise the Program Administrator by submitting a completed Utility Payment Card Request Form in Service Now of any limit changes of cardholders. The Program Administrator will make the appropriate changes to the cardholder's account.

Q: What do I do when there is an error or dispute while using my Utility Payment Card?

A: Errors and disputes occur when charges on the monthly Expense Report appear to be incorrect. Immediately try to resolve the dispute with the utility. Disputed items must be resolved and should appear on the next billing cycle report.

If you are unable to resolve the dispute with the utility, you should immediately notify your Department Coordinator or Department Head. Provide names and dates of persons contacted, copies of correspondence, and other documentation associated with any attempts to resolve the dispute.

Do not delay turning in Expense Reports to the Department Coordinator due to a dispute with a supplier. Expense Reports must be turned in with all receipts and documentation.

You should keep a copy of all documents to continue disputing transaction until resolved or if the determination is made to formally dispute the transaction with the Bank.

The Procurement Card Administrator should be informed of all possible disputes. Allocate the transaction to the proper account code and allocate any credit for the resolution of the disputed charge to the same account code when it appears on the following monthly Expense.

Q: Who do I call if I have questions or problems with my card?

A: Contact one of the Program Administrators:

- Kim Chappius, Utility Payment Card Administrator: 512-943-1478
- Andy Portillo, Utility Payment Card Administrator: 512-943-3860



Williamson County Purchasing Department

100 Wilco Way, Suite P101, Georgetown, TX 78626

512.943.3553

Wilco.org

[Log in or Register \(bonfirehub.com\)](http://bonfirehub.com)

DATE: February 7, 2024
TO: Williamson County Commissioners Court
FROM: Joy Simonton, Purchasing Agent
RE: Discretionary Purchasing Exemption Recommendation - Utilities

A handwritten signature in black ink, appearing to be 'JS', is written over the 'TO' and 'FROM' lines of the header.

Section 262.024 of the Texas Local Government Code provides for the following purchasing exemption for the purchase of utility services.

Sec. 262.024. DISCRETIONARY EXEMPTIONS. (a) A contract for the purchase of any of the following items is exempt from the requirement established by Section 262.023 if the commissioners court by order grants the exemption:

(7) an item that can be obtained from only one source, including:

(C) electric power, gas, water, and other utility services;

Utility services for the purpose of this exemption shall mean and apply to the following categories and shall apply to expenditures for this fiscal year:

- Water
- Electricity
- Gas
- Internet
- Phone
- Waste Management, as contracted by municipalities
- Cable

The Purchasing Department seeks an annual exemption of these services as allowable per the code. Approving this exemption brings the county compliant with the approval requirement of the commissioners court for said exemption.



Commissioners Court - Regular Session

18.

Meeting Date: 02/13/2024

GLO Contract Subrecipient Agreement for Local Hazard Mitigation Planning

Submitted By: Shantelle Brannon, Emergency Management

Department: Emergency Management

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on a GLO Contract No. 22-130-049-E461 Subrecipient Agreement for Local Hazard Mitigation Planning in relation to an update of the Williamson County Department of Emergency Management’s Hazard Mitigation Multijurisdictional Plan.

Background

The Office of Emergency Management (OEM) contracted with H2O Partners to write a grant, and upon the award of grant dollars manage the update of Williamson County’s Multijurisdictional Hazard Mitigation Plan (HMP). H2O Partners submitted a grant application on our behalf to the General Land Office to fund the project of updating the HMP. We have now been sent the contract awarding our project to be fully funded at \$76,000.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Contract

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Shantelle Brannon

Final Approval Date: 02/05/2024

Reviewed By

Becky Pruitt

Date

02/05/2024 03:34 PM

Started On: 02/01/2024 01:16 PM



GLO CONTRACT NO. 22-130-049-E461
COMMUNITY DEVELOPMENT BLOCK GRANT
LOCAL HAZARD MITIGATION PLANNING PROGRAM
NON-RESEARCH & DEVELOPMENT
MITIGATION FUNDING

The **GENERAL LAND OFFICE** (the “GLO”), a Texas state agency, and **WILLIAMSON COUNTY**, Texas Identification Number (TIN) **17460009784** (“Subrecipient”), each a “Party” and collectively the “Parties,” enter into this Subrecipient agreement (the “Contract”) under the U.S. Department of Housing and Urban Development’s Community Development Block Grant Mitigation (“CDBG-MIT”) program to provide financial assistance with funds appropriated under the Further Additional Supplemental Appropriations for Disaster Relief Requirements Act, 2018 (Public Law 115-123), enacted on February 9, 2018, for necessary expenses for Activities authorized under Title I of the Housing and Community Development Act of 1974 (42 U.S.C. § 5301 et seq.) related to disaster relief, long-term recovery, restoration of infrastructure and housing, economic revitalization, mitigation, and affirmatively furthering fair housing, in accordance with Executive Order 12892, in the most impacted and distressed areas resulting from major declared disasters that occurred in 2015, 2016, and 2017 pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. § 5121 et seq.).

Through CDBG-MIT Federal Award Number B-18-DP-48-0002, awarded January 12, 2021, as may be amended from time to time, the GLO administers grant funds as Community Development Block Grants (Catalog of Federal Domestic Assistance Number 14.228, “Community Development Block Grants/State’s program and Non-Entitlement Grants in Hawaii”), as approved by the Texas Land Commissioner and limited to use for facilitating recovery efforts in Presidentially-declared major disaster areas.

ARTICLE I - GENERAL PROVISIONS

1.01 SCOPE OF PROJECT AND SUBAWARD

(a) **Scope of Project**

The purpose of this Contract is to set forth the terms and conditions of Subrecipient’s participation in the CDBG-MIT program. In strict conformance with the terms and conditions of this Contract, Subrecipient shall perform, or cause to be performed, the Planning Activities defined in **Attachment A** (the “Project”). Subrecipient shall conduct the Project in strict accordance with this Contract, including all Contract Documents listed in **Section 1.02**, below, and any Amendments, Revisions, or Technical Guidance Letters issued by the GLO.

(b) **Subaward**

Subject to the terms and conditions of this Contract, the GLO shall issue a subaward to Subrecipient in an amount not to exceed **\$76,500.00**, payable as reimbursement of Subrecipient's allowable expenses, to be used in strict conformance with the terms of this Contract and the Performance Statement, Budget, and Benchmarks in **Attachment A**.

The GLO is not liable to Subrecipient for any costs Subrecipient incurs before the effective date of this Contract or after the expiration or termination of this Contract. The GLO, in its sole discretion, may reimburse Subrecipient for allowable costs incurred before the effective date of this Contract, in accordance with federal law.

1.02 CONTRACT DOCUMENTS

This Contract and the following Attachments, attached hereto and incorporated herein in their entirety for all purposes, shall govern this Contract:

- ATTACHMENT A:** Performance Statement, Budget, and Benchmarks
- ATTACHMENT B:** Federal Assurances and Certifications
- ATTACHMENT C:** General Affirmations
- ATTACHMENT D:** Nonexclusive List of Applicable Laws, Rules, and Regulations
- ATTACHMENT E:** GLO Information Security Appendix
- ATTACHMENT F:** Contract Reporting Template

1.03 GUIDANCE DOCUMENTS

Subrecipient is deemed to have read and understood, and shall abide by, all Guidance Documents applicable to the CDBG-MIT program, including, without limitation, the following:

- (a) 2 C.F.R. Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
- (b) the relevant Federal Register publications;
- (c) the Action Plan;
- (d) Other guidance posted at: <https://recovery.texas.gov/action-plans/mitigation/index.html>;
- (e) Other guidance posted at: <https://www.hudexchange.info/>; and
- (f) Other guidance posted at: <https://recovery.texas.gov/mitigation/programs/local-hazard-mitigation-plans/index.html>.

All Guidance Documents identified herein are incorporated herein in their entirety for all purposes.

1.04 DEFINITIONS

“Act” means Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. § 5301, et seq.).

“Action Plan” means the State of Texas CDBG Mitigation (CDBG-MIT) Action Plan submitted to and approved by HUD, outlining the proposed activities to be funded by CDBG-MIT allocations granted to the state from HUD. The Action Plan is available on the GLO’s disaster recovery website at <https://recovery.texas.gov/action-plans/mitigation/index.html>.

“Activity” means a defined class of works or services eligible to be accomplished using CDBG-MIT funds. Activities are specified in Subrecipient’s Performance Statement and Budget in **Attachment A**.

“Administrative and Audit Regulations” means all applicable statutes, regulations, and other laws governing administration or audit of this Contract, including Title 2, Part 200, of the Code of Federal Regulations and Chapters 321 and 2155 of the Texas Government Code.

“Amendment” means a written agreement, signed by the Parties hereto, that documents alterations to the Contract other than those permitted by Technical Guidance Letters or Revisions, as herein defined.

“Application” or “Grant Application” means the information Subrecipient provided to the GLO that is the basis for the award of funding under this Contract.

“Attachment” means documents, terms, conditions, or additional information physically added to this Contract following the execution page or included by reference.

“Audit Certification Form” means the form, as specified in the GLO Guidance Documents, that Subrecipient will complete and submit to the GLO annually, in accordance with **Section 4.01** of this Contract, to identify Subrecipient’s fiscal year expenditures.

“Benchmark” means the milestones identified in **Attachment A** that define actions and deliverables required to be completed by Subrecipient for release of funding by the GLO throughout the life of the Contract.

“Budget” means the budget for the Activities funded by the Contract, a copy of which is included in **Attachment A**.

“CDBG-MIT” means the Community Development Block Grant Mitigation Program administered by the U.S. Department of Housing and Urban Development, in cooperation with the GLO.

“C.F.R.” means the United States Code of Federal Regulations, the codification of the general and permanent rules and regulations (sometimes called administrative law) published in the Federal Register by the executive departments and agencies of the federal government of the United States.

“Contract” means this entire document; any Attachments, both physical and incorporated by reference; and any Amendments, Revisions, or Technical Guidance Letters the GLO may issue, to be incorporated by reference herein for all purposes as they are issued.

“[Contract Documents](#)” means the documents listed in **Section 1.02**.

“[Contract Period](#)” means the period of time between the effective date of the Contract and its expiration or termination date.

“[Element A: Planning Process](#)” means Element A of FEMA’s Local Mitigation Planning Policy Guide, as amended, which outlines the planning process required of local jurisdictions when developing or updating a local hazard mitigation plan.

“[Element B: Hazard Identification and Risk Assessment](#)” means Element B of FEMA’s Local Mitigation Planning Policy Guide, as amended, which provides a tool for subrecipients to use in developing a local hazard mitigation plan to demonstrate the factual basis for proposed activities that will reduce losses from identified hazards.

“[Equipment](#)” means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost that equals or exceeds the lesser of the capitalization level established by Subrecipient for financial statement purposes or \$5,000, as further defined at 2 C.F.R. §200.313.

“[Event of Default](#)” means the occurrence of any of the events set forth in **Section 3.03**, herein.

“[Federal Assurances](#)” means Standard Form 424B (for non-construction projects) or Standard Form 424D (for construction projects), as applicable, in **Attachment B**, attached hereto and incorporated herein for all purposes.

“[Federal Certifications](#)” means the document titled “Certification Regarding Lobbying – Compliant with Appendix A to 24 C.F.R. Part 87” and Standard Form LLL, “Disclosure of Lobbying Activities,” also in **Attachment B**, attached hereto and incorporated herein for all purposes.

“[FEMA](#)” means the Federal Emergency Management Agency.

“[FEMA Approval](#)” or “[FEMA APP](#)” means the status letter issued by FEMA upon approval of the Subrecipient’s HMP, as adopted.

“[FEMA Approval Pending Adoption](#)” or “[FEMA APA](#)” means the status letter issued by FEMA upon approval of the Subrecipient’s submitted draft HMP.

“[FEMA’s Local Mitigation Planning Policy Guide](#)” means FEMA’s official source, as amended, for defining the requirements of original and updated local mitigation plans submitted to FEMA by local jurisdictions in order to receive FEMA hazard mitigation project grant funding.

“[Federal Register](#)” means the official journal of the federal government of the United States that contains government agency rules, proposed rules, and public notices, including U.S. Department of Housing and Urban Development’s Federal Register Notice 84 Fed. Reg. 45838 (August 30, 2019) and any other publication affecting CDBG-MIT funding allocations.

“[Fiscal Year](#)” means the period beginning September 1 and ending August 31 each year, which is the annual accounting period for the State of Texas.

“[GAAP](#)” means “generally accepted accounting principles.”

“[GASB](#)” means accounting principles as defined by the Governmental Accounting Standards Board.

“[General Affirmations](#)” means the affirmations in **Attachment C**, which Subrecipient certifies by signing this Contract.

“[GLO](#)” means the Texas General Land Office and its officers, employees, and designees, acting in their official capacities.

“[GLO-CDR](#)” means the Community Development and Revitalization division of the GLO.

“[GLO Implementation Manual](#)” means the manual created by the GLO for subrecipients of CDBG-MIT grant allocations to provide guidance and training on the policies and procedures required so that subrecipients can effectively implement CDBG-MIT programs and timely spend grant funds.

“[Grant Manager](#)” means the authorized representative of the GLO responsible for the day-to-day management of the Project and the direction of staff and independent contractors in the performance of work relating thereto.

“[Guidance Documents](#)” means the documents referenced in **Section 1.03**.

“[Hazard Mitigation Plan](#)” or “[HMP](#)” means the original or updated local hazard mitigation plans submitted by local jurisdictions to the GLO and TDEM in order to receive FEMA hazard mitigation project grant funding.

“[HUD](#)” means the United States Department of Housing and Urban Development.

“[Intellectual Property](#)” means patents, rights to apply for patents, trademarks, trade names, service marks, domain names, copyrights and all applications and worldwide registration of such, schematics, industrial models, inventions, know-how, trade secrets, computer software programs, other intangible proprietary information, and all federal, state, or international registrations or applications for any of the foregoing.

“[Local Hazard Mitigation Plan Program Application Guide](#)” or “[LHMPP Application Guide](#)” means GLO’s guidance that outlines the program requirements of GLO’s LHMPP.

“[Local Hazard Mitigation Plan Program](#)” or “[LHMPP](#)” means the Local Hazard Mitigation Plan Program administered by the GLO, in which funds are awarded to Subrecipients to assist them in either developing or updating their local Hazard Mitigation Plan (HMP).

“[MID](#)” means “most impacted and distressed,” referencing a geographical area identified by the State of Texas or HUD as an area that sustained significant damage from a major disaster.

“[Performance Statement](#)” means the statement of work for the Project in **Attachment A**, which includes specific Benchmarks and Activities, provides specific Project details and location(s), and lists Project beneficiaries.

“[Planning](#)” means an Activity performed to assist in determining community disaster recovery needs such as urban environmental design, flood control, drainage

improvements, surge protection, or other recovery responses. Planning services cannot include engineering design.

“[Program](#)” means the CDBG-MIT program, administered by HUD and the GLO.

“[Project](#)” means the work to be performed under this Contract, as described in **Section 1.01(a)** and **Attachment A**.

“[Prompt Pay Act](#)” means Chapter 2251 of the Texas Government Code.

“[Public Information Act](#)” or “[PIA](#)” means Chapter 552 of the Texas Government Code.

“[Revision](#)” means the GLO’s written approval of changes to Benchmarks or deliverable due dates, movement of funds among budget categories, and other Contract adjustments the GLO may approve without a formal Amendment.

“[Subrecipient](#)” means Williamson County, a recipient of federal CDBG-MIT funds through the GLO as the pass-through funding agency. Subrecipient may also be referred to as “Provider” herein.

“[TDEM](#)” means the Texas Department of Emergency Management.

“[Technical Guidance Letter](#)” or “[TGL](#)” means an instruction, clarification, or interpretation of the requirements of this Contract or the CDBG-MIT Program that is issued by the GLO and provided to Subrecipient, applicable to specific subject matters pertaining to this Contract, and to which Subrecipient shall be subject as of a specific date.

“[Texas Integrated Grant Reporting System](#)” or “[TIGR](#)” means the GLO system of record for documenting and reporting the use of grant funding.

“[U.S.C.](#)” means the United States Code.

1.05 INTERPRETIVE PROVISIONS

- (a) The meaning of a defined term applies to its singular and plural forms.
- (b) The words “hereof,” “herein,” “hereunder,” and similar words refer to this Contract as a whole and not to any particular provision, section, Attachment, or schedule of this Contract unless otherwise specified.
- (c) The term “including” means “including, without limitation.”
- (d) Unless otherwise expressly provided, a reference to a contract includes subsequent amendments and other modifications thereto that were executed according to the contract’s terms and a reference to a statute, regulation, ordinance, or other law includes subsequent amendments, renumbering, recodification, and other modifications thereto made by the enacting authority.
- (e) The captions and headings of this Contract are for convenience of reference only and shall not affect the interpretation of this Contract.
- (f) The limitations, regulations, and policies contained herein are cumulative and each must be performed in accordance with its terms without regard to other limitations, regulations, and policies affecting the same matter.

- (g) Unless otherwise expressly provided, reference to any GLO action by way of consent, approval, or waiver is deemed modified by the phrase “in its sole discretion.” Notwithstanding the preceding, the GLO shall not unreasonably withhold or delay any consent, approval, or waiver required or requested of it.
- (h) All due dates and/or deadlines referenced in this Contract that occur on a weekend or holiday shall be considered as if occurring on the next business day.
- (i) All time periods in this Contract shall commence on the day after the date on which the applicable event occurred, report is submitted, or request is received.
- (j) Time is of the essence in this Contract.
- (k) In the event of conflicts or inconsistencies between this Contract, its Attachments, federal and state requirements, and any documents incorporated herein by reference, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority: all applicable laws, rules, and regulations, including, but not limited to, those included in **Attachment D**; the Contract; **Attachment A**; **Attachment B**; **Attachment C**; **Attachment E**; **Attachment F**; applicable Guidance Documents; and the GLO Implementation Manual. Conflicts or inconsistencies between GLO Implementation Manual and this Contract; any laws, rules, or regulations; or any of the Guidance Documents should be reported to the GLO for clarification of the GLO Implementation Manual.

ARTICLE II – REIMBURSEMENT, ADVANCE PAYMENT, BUDGET VARIANCE, AND INCOME

2.01 REIMBURSEMENT REQUESTS

Each invoice submitted by Subrecipient shall be supported by actual receipts, cancelled checks, and/or such other documentation that, in the judgment of the GLO, allows for full substantiation of the costs incurred. Requests for payment must be submitted via the GLO’s Texas Integrated Grant Reporting (TIGR) system of record or as otherwise specified in a Technical Guidance Letter issued under this Contract.

Subrecipient will be paid in accordance with the Contract Budget and the Benchmarks described in **Attachment A**. Failure by Subrecipient to perform any action or submit any deliverable as described in **Attachment A** could result in the GLO placing a hold on further Subrecipient draws, conducting an official monitoring risk assessment, or requiring repayment, in part or in full, by Subrecipient of drawn funds in addition to other remedies provided to the GLO under this Contract.

2.02 TIMELY EXPENDITURES

In accordance with the Federal Register and to ensure timely expenditure of grant funds, Subrecipient shall submit reimbursement requests under this Contract, at a minimum, quarterly.

THE GLO MUST RECEIVE A REIMBURSEMENT REQUEST FOR AN INCURRED EXPENSE NOT LATER THAN ONE HUNDRED TWENTY (120) DAYS FROM THE DATE SUBRECIPIENT OR ANY OF ITS SUBCONTRACTORS INCUR THE EXPENSE. THE GLO MAY, IN ITS SOLE DISCRETION, DENY REIMBURSEMENT REQUESTS THAT DO NOT MEET THIS

REQUIREMENT, ISSUE DELINQUENCY NOTICES, WITHHOLD CAPACITY POINTS ON FUTURE FUNDING COMPETITIONS, IMPOSE A MONITORING REVIEW OF SUBRECIPIENT'S ACTIVITIES, OR IMPLEMENT OTHER CORRECTIVE ACTIONS.

Subrecipient shall make timely payments to its subcontractors in accordance with Chapter 2251 of the Texas Government Code.

Subrecipient shall submit final reimbursement requests to the GLO prior to Contract expiration or termination. The GLO, in its sole discretion, may deny payment and de-obligate remaining funds from the Contract upon expiration or termination of the Contract. The GLO's ability to de-obligate funds under this **Section 2.02** notwithstanding, the GLO shall pay all eligible reimbursement requests that are timely submitted.

2.03 PROGRAM INCOME

In accordance with 24 C.F.R. § 570.489(e), Subrecipient shall maintain records of the receipt and accrual of all program income, as "program income" is defined in that section. Subrecipient shall report program income to the GLO in accordance with **Article IV** of this Contract. Subrecipient shall return all program income to the GLO at least quarterly.

2.04 SUBAWARD OFFER SUBJECT TO CANCELLATION

IF SUBRECIPIENT DOES NOT RETURN THE ORIGINAL SIGNED CONTRACT TO THE GLO WITHIN SIXTY (60) DAYS OF TRANSMITTAL OF THE CONTRACT TO SUBRECIPIENT, SUBAWARD FUNDING FOR THE PROJECT MAY BE SUBJECT TO CANCELLATION, IN THE SOLE DISCRETION OF THE GLO.

ARTICLE III - DURATION, EXTENSION, AND TERMINATION OF CONTRACT

3.01 DURATION OF CONTRACT AND EXTENSION OF TERM

This Contract shall become effective on the date on which it is signed by the last Party and shall terminate on **March 31, 2027**, or upon the completion of all Benchmarks listed in **Attachment A** and required closeout procedures, whichever occurs first. **Subrecipient must meet all Benchmarks identified in Attachment A. Subrecipient's failure to meet any Benchmark may result in suspension of payment or termination under Sections 3.02, 3.03, or 3.04, below.**

Upon receipt of a written request and acceptable justification from Subrecipient, the GLO, at its discretion, may agree to amend this Contract to extend the Contract Period one time for a period of up to two years. **ANY REQUEST FOR EXTENSION MUST BE RECEIVED BY THE GLO AT LEAST SIXTY (60) DAYS BEFORE THE ORIGINAL TERMINATION DATE OF THIS CONTRACT AND, IF APPROVED, SUCH EXTENSION SHALL BE DOCUMENTED IN A WRITTEN AMENDMENT.**

3.02 EARLY TERMINATION

The GLO may terminate this Contract by giving written notice specifying a termination date at least thirty (30) days after the date of the notice. Upon receipt of such notice,

Subrecipient shall cease work, terminate any subcontracts, and incur no further expense related to this Contract. Such early termination shall be subject to the equitable settlement of the respective interests of the Parties, accrued up to the date of termination.

3.03 EVENTS OF DEFAULT

Each of the following events shall constitute an Event of Default under this Contract: (a) Subrecipient fails to comply with any term, covenant, or provision contained in this Contract; (b) Subrecipient makes a general assignment for the benefit of creditors or takes any similar action for the protection or benefit of creditors; or (c) Subrecipient makes a materially incorrect representation or warranty in a Performance Statement, a reimbursement request for payment, or any report submitted to the GLO under the Contract. Prior to a determination of an Event of Default, the GLO shall allow a thirty (30) day period to cure any deficiency or potential cause of an Event of Default. The GLO may extend the time allowed to cure any deficiency or potential cause of an Event of Default. The GLO shall not arbitrarily withhold approval of an extension of the time allowed to cure a deficiency or potential cause of an Event of Default. In no event shall the amount of time allowed to cure a deficiency or potential cause of an Event of Default extend beyond the Contract Period.

3.04 REMEDIES; NO WAIVER

Upon the occurrence of any Event of Default, the GLO may avail itself of any equitable or legal remedy available to it, including without limitation, withholding payment, disallowing all or part of noncompliant Activities, or suspending or terminating the Contract.

The Parties' rights or remedies under this Contract are not intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right or remedy given under this Contract, or hereafter legally existing, upon the occurrence of an Event of Default. The GLO's failure to insist upon the strict observance or performance of any of the provisions of this Contract or to exercise any right or remedy provided in this Contract shall not impair, waive, or relinquish any such right or remedy with respect to another Event of Default.

3.05 REVERSION OF ASSETS

Upon expiration or termination of the Contract and subject to this Article:

- (a) If applicable, Subrecipient shall transfer to the GLO any CDBG-MIT funds Subrecipient has in its possession at the time of expiration or termination that are not attributable to work performed on the Project and any accounts receivable attributable to the use of CDBG-MIT funds awarded under this Contract; and
- (b) If applicable, real property under Subrecipient's control that was acquired or improved, in whole or in part, with funds in excess of \$25,000 under this Contract shall be used to meet one of the CDBG-MIT National Objectives pursuant to 24 C.F.R. § 570.208, as identified in the Action Plan, until five (5) years after the expiration of this Contract or such longer period of time as the GLO deems appropriate. If Subrecipient fails to use the CDBG-MIT funded real property in a

manner that meets a CDBG-MIT National Objective for the prescribed period of time, Subrecipient shall pay the GLO an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG-MIT funds for acquisition of, or improvement to, the property. Subrecipient may retain real property acquired or improved under this Contract after the expiration of the five-year period or such longer period of time as the GLO deems appropriate.

ARTICLE IV - CONTRACT ADMINISTRATION

4.01 SUBMISSIONS – GENERALLY

Except for legal notices that must be sent by specific instructions pursuant to **Section 8.11** of the Contract, any report, form, document, or request required to be submitted to the GLO under this Contract shall be sent in the format prescribed by the GLO.

If Subrecipient fails to submit to the GLO any required Program documentation in a timely and satisfactory manner as required under this Contract, the GLO, in its sole discretion, may issue a delinquency notification and withhold any payments, pending Subrecipient’s correction of the deficiency.

(a) **Audit Certification Form**

Not later than the close of business sixty (60) calendar days after the end of Subrecipient’s fiscal year for each year during the Contract term, Subrecipient must submit a completed Audit Certification Form to the GLO.

(b) **Other Forms**

In conformance with required state and federal laws applicable to the Contract:

- (i) Subrecipient certifies, by the execution of this Contract, all applicable statements in **Attachment C**, General Affirmations;
- (ii) Subrecipient must execute Standard Form 424B, Federal Assurances for Non-Construction Programs, found at Page 1 of **Attachment B**;
- (iii) Subrecipient must execute the “Certification Regarding Lobbying Compliant with Appendix A to 24 C.F.R. Part 87,” found at Page 3 of **Attachment B**; and
- (iv) If any funds granted under this Contract have been used for lobbying purposes, Subrecipient must complete and execute Standard Form LLL, “Disclosure of Lobbying Activities,” found at Page 4 of **Attachment B**.

4.02 REPORTING REQUIREMENTS

Subrecipient shall submit any requested reports to the GLO through the TIGR system as prescribed in **Attachment A** or as specified by the GLO Grant Manager.

4.03 HUD CONTRACT REPORTING REQUIREMENT

HUD requires the GLO to maintain a public website that accounts for the use and administration of all GLO-administered CDBG-MIT grant funds. To assist the GLO in

meeting this requirement, Subrecipient must prepare and submit monthly to the GLO a written summary of all contracts procured by Subrecipient using grant funds awarded under this Contract. Subrecipient shall only report contracts as defined in 2 C.F.R. § 200.1. Subrecipient must use the template in **Attachment F** to prepare the monthly reports. On or before the fifth day of each month during the Contract Period, reports summarizing required information for the preceding month shall be submitted through the TIGR system as prescribed in **Attachment F** or as specified by the GLO Grant Manager. Additional information about this reporting requirement is available in published HUD guidance and Federal Register publications governing the CDBG-MIT funding allocation.

ARTICLE V - FEDERAL AND STATE FUNDING, RECAPTURE OF FUNDS, AND OVERPAYMENT

5.01 FEDERAL FUNDING

- (a) Funding for this Contract is appropriated under the Further Additional Supplemental Appropriations for Disaster Relief Requirements Act, 2018 (Division B, Subdivision 1 of the Bipartisan Budget Act of 2018) (Public Law 115-123), enacted on February 9, 2018, for necessary expenses for Activities authorized under Title I of the Housing and Community Development Act of 1974 (42 U.S.C. § 5301 et seq.) related to disaster relief, long-term recovery, restoration of infrastructure and housing, economic revitalization, mitigation, and affirmatively furthering fair housing, in accordance with Executive Order 12892, in the most impacted and distressed areas resulting from major declared disasters that occurred in 2015, 2016, and 2017 pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. § 5121 et seq.). The fulfillment of this Contract is based on those funds being made available to the GLO as the lead administrative state agency. All expenditures under this Contract must be made in accordance with this Contract, the rules and regulations promulgated under the CDBG-MIT Program and any other applicable laws. **All funds disbursed under this Contract are subject to recapture and repayment for non-compliance.**
- (b) **Subrecipient must have an assigned Unique Entity Identifier (UEID) and a Commercial and Government Entity (CAGE) code. Subrecipient must report its UEID and CAGE code to the GLO for use in various reporting documents.** A UEID and CAGE code may be obtained by visiting the System for Award Management website at <https://www.sam.gov>. **Subrecipient is responsible for renewing its registration with the System for Award Management annually and maintaining an active registration status throughout the Contract Period.**

5.02 STATE FUNDING

- (a) This Contract shall not be construed as creating any debt on behalf of the State of Texas or the GLO in violation of Article III, Section 49, of the Texas Constitution. The GLO's obligations hereunder are subject to the availability of state funds. If adequate funds are not appropriated or become unavailable, the GLO may terminate this Contract. In that event, the Parties shall be discharged

from further obligations, subject to the equitable settlement of their interests accrued up to the date of termination.

- (b) Any claim by Subrecipient for damages under this Contract may not exceed the amount of payment due and owing Subrecipient or the amount of funds appropriated for payment but not yet paid to Subrecipient under this Contract. Nothing in this provision shall be construed as a waiver of the GLO's sovereign immunity.

5.03 RECAPTURE OF FUNDS

Subrecipient shall conduct, in a satisfactory manner as determined by the GLO, the Activities as set forth in the Contract. The discretionary right of the GLO to terminate for convenience under **Section 3.02** notwithstanding, the GLO may terminate the Contract and recapture, and be reimbursed by Subrecipient for, any payments made by the GLO (a) that exceed the maximum allowable HUD rate; (b) that are not allowed under applicable laws, rules, and regulations; or (c) that are otherwise inconsistent with this Contract, including any unapproved expenditures. **This recapture provision applies to any funds expended for the Project or any Activity that is not eligible under CDBG-MIT regulations.**

5.04 OVERPAYMENT AND DISALLOWED COSTS

Subrecipient shall be liable to the GLO for any costs disallowed pursuant to financial and/or compliance audit(s) of funds Subrecipient received under this Contract. Subrecipient shall reimburse the GLO for such disallowed costs from funds that were not provided or otherwise made available to Subrecipient under this Contract. Subrecipient must refund disallowed costs and overpayments of funds received under this Contract to the GLO within 30 days after the GLO issues notice of overpayment to Subrecipient.

ARTICLE VI - INTELLECTUAL PROPERTY

6.01 OWNERSHIP AND INTELLECTUAL PROPERTY

- (a) The Parties shall jointly own all right, title, and interest in and to all reports, drafts of reports, or other material, data, drawings, computer programs and codes associated with this Contract, and/or any copyright or other intellectual property rights, and any material or information developed and/or required to be delivered under this Contract, with each Party having the right to use, reproduce, or publish any or all of such information and other materials without obtaining permission from the other Party, subject to any other restrictions on publication outlined in this Contract, and without expense or charge.
- (b) Subrecipient grants the GLO and HUD a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for U.S. Government purposes, all reports, drafts of reports, or other material, data, drawings, computer programs, and codes associated with this Contract, and/or any copyright or other intellectual property rights, and any material or information developed and/or required to be delivered under this Contract.

6.02 NON-ENDORSEMENT BY STATE AND THE UNITED STATES

Subrecipient shall not publicize or otherwise circulate promotional material (such as advertisements, sales brochures, press releases, speeches, still or motion pictures, articles, manuscripts, or other publications) that states or implies the GLO, the State of Texas, U.S. Government, or any government employee, endorses a product, service, or position Subrecipient represents. Subrecipient may not release information relating to this Contract or state or imply that the GLO, the State of Texas, or the U.S. Government approves of Subrecipient's work products or considers Subrecipient's work product to be superior to other products or services.

6.03 DISCLAIMER REQUIRED

On all public information releases issued pursuant to this Contract, Subrecipient shall include a disclaimer stating that the funds for this Project are provided by Subrecipient and the Texas General Land Office through HUD's CDBG-MIT Program.

ARTICLE VII - RECORDS, AUDIT, AND RETENTION

7.01 BOOKS AND RECORDS

Subrecipient shall keep and maintain under GAAP or GASB, as applicable, full, true, and complete records necessary for fully disclosing to the GLO, the Texas State Auditor's Office, the United States Government, and/or their authorized representatives sufficient information to determine Subrecipient's compliance with this Contract and all applicable laws, statutes, rules, and regulations, including the applicable laws and regulations provided in **Attachment D**.

7.02 INSPECTION AND AUDIT

- (a) All records related to this Contract, including records of Subrecipient and its subcontractors, shall be subject to the Administrative and Audit Regulations. Accordingly, such records and work product shall be subject, at any time, to inspection, examination, audit, and copying at Subrecipient's primary location or any location where such records and work product may be found, with or without notice from the GLO or other government entity with necessary legal authority. Subrecipient shall cooperate fully with any federal or state entity in the conduct of inspection, examination, audit, and copying, including providing all information requested. Subrecipient will ensure that this clause concerning federal and state entities' authority to inspect, examine, audit, and copy records and work product, and the requirement to fully cooperate with the federal and state entities, is included in any subcontract it awards.
- (b) The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the Contract or indirectly through a subcontract under the Contract. Acceptance of funds directly under the Contract or indirectly through a subcontract under the Contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject

of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. **The Office of the Comptroller General of the United States, the Government Accountability Office, the Office of Inspector General, or any authorized representative of the U.S. Government shall also have this right of inspection.** Subrecipient shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Subrecipient and the requirement to cooperate is included in any subcontract it awards.

- (c) Subrecipient will be deemed to have read and know of all applicable federal, state, and local laws, regulations, and rules pertaining to the Project, including those identified in **Attachment D**, governing audit requirements.
- (d) At any time, the GLO may perform, or instruct a for-profit Subrecipient to perform, an annual Program-specific, fiscal, special, or targeted audit of any aspect of Subrecipient's operation. Subrecipient shall maintain financial and other records prescribed by the GLO or by applicable federal or state laws, rules, and regulations.

7.03 PERIOD OF RETENTION

All records relevant to this Contract shall be retained for a period of three (3) years subsequent to the final closeout of the overall State of Texas CDBG-MIT grant, in accordance with federal regulations. **The GLO will notify all Program participants of the date upon which local records may be destroyed.**

ARTICLE VIII - MISCELLANEOUS PROVISIONS

8.01 LEGAL OBLIGATIONS

For the duration of this Contract, Subrecipient shall procure and maintain any license, authorization, insurance, waiver, permit, qualification, or certification required by federal, state, county, or city statute, ordinance, law, or regulation to be held by Subrecipient to provide the goods or services required by this Contract. Subrecipient shall pay all costs associated with all taxes, assessments, fees, premiums, permits, and licenses required by law. Subrecipient shall pay any such government obligations not paid by its subcontractors during performance of this Contract. **Subrecipient shall maintain copies of such licenses and permits as a part of its local records in accordance with Section 7.01 of this Contract or as otherwise specifically directed by the GLO.**

8.02 CERTIFICATIONS FOR INTERLOCAL CONTRACT

Each Party certifies that this Contract is authorized by its respective governing body, as applicable, or is otherwise authorized under procedures for entering into interlocal contracts that do not require the approval of its governing body. Each Party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying Party. The Parties agree any contractual payment described in this Contract is in an amount that fairly compensates the performing Party for the services or functions performed under this Contract.

8.03 INDEMNITY

As required under the Constitution and laws of the State of Texas, each Party understands that it is solely liable for any liability resulting from its acts or omissions. No act or omission of a Party shall be imputed to the other Party. Neither Party shall indemnify or defend the other Party.

8.04 INSURANCE AND BOND REQUIREMENTS

- (a) Unless Subrecipient is authorized by Chapter 2259 of the Texas Government Code to self-insure, Subrecipient shall carry insurance for the duration of this Contract in types and amounts necessary and appropriate for the Project.
- (b) Subrecipient shall require all contractors, subcontractors, vendors, service providers, or any other person or entity performing work described in **Attachment A** to carry insurance for the duration of the Project in the types and amounts customarily carried by a person or entity providing such goods or services. Subrecipient shall require any person or entity required to obtain insurance under this section to complete and file the declaration pages from the insurance policies with Subrecipient whenever a previously identified policy period expires during the term of Subrecipient's contract with the person or entity, as proof of continuing coverage. Subrecipient's contract with any such person or entity shall clearly state that acceptance of the insurance policy declaration pages by Subrecipient shall not relieve or decrease the liability of the person or entity. **Persons or entities shall be required to update all expired policies before Subrecipient's acceptance of an invoice for monthly payment from such parties.**

8.05 ASSIGNMENT AND SUBCONTRACTS

Subrecipient must not assign, transfer, or delegate any rights, obligations, or duties under this Contract without the GLO's prior written consent. Notwithstanding this provision, it is mutually understood and agreed that Subrecipient may subcontract with others for some or all of the services to be performed under this Contract. In any approved subcontracts, Subrecipient must legally bind the subcontractor to perform and make such subcontractor subject to all the duties, requirements, and obligations of Subrecipient as specified in this Contract. Nothing in this Contract shall be construed to relieve Subrecipient of the responsibility for ensuring that the goods delivered and/or the services rendered by Subrecipient and/or any of its subcontractors comply with all the terms and provisions of this Contract.

For subcontracts to which Federal Labor Standards Act (FLSA) requirements apply, Subrecipient shall submit to the GLO all documentation required to ensure compliance. Subrecipient shall retain five percent (5%) of the payment due under each of Subrecipient's construction or rehabilitation subcontracts until the GLO determines that the FLSA requirements applicable to each such subcontract have been satisfied.

8.06 PROCUREMENT

Subrecipient must comply with the procurement procedures stated at 2 C.F.R. §§ 200.318 through 200.327 and all other applicable federal, state, and local procurement procedures and laws, regulations, and rules. Failure to comply with 2 C.F.R. §§ 200.318 through 200.327 and all other applicable federal, state, and local procurement procedures and laws, regulations, and rules could result in recapture of funds. Subrecipient must confirm that its vendors and subcontractors are not debarred from receiving state or federal funds at each of the following web addresses:

- (a) the Texas Comptroller's Vendor Performance Program at <https://comptroller.texas.gov/purchasing/>; and
- (b) the U.S. General Services Administration's System for Award Management at <https://www.sam.gov/>.

8.07 EQUIPMENT AND COMPUTER SOFTWARE

Any purchase of Equipment or computer software made pursuant to this Contract shall be made in accordance with all applicable laws, regulations, and rules, including those defined in 2 C.F.R. §§ 200.313 and 200.216.

In accordance with 24 C.F.R. § 570.502(a), if Equipment is acquired, in whole or in part, with funds under this Contract and is then sold, the proceeds shall be considered program income, as defined in **Section 2.04** above. Equipment not needed by Subrecipient for Activities under this Contract shall be (a) transferred to the GLO for the CDBG-MIT Program or (b) retained by Subrecipient after compensating the GLO an amount equal to the current fair market value of the Equipment less the percentage of non-CDBG-MIT funds used to acquire the Equipment.

8.08 COMMUNICATION WITH THIRD PARTIES

The GLO and the authorities named in **Article VII**, above, may initiate communications with any subcontractor of Subrecipient, and may request access to any books, documents, personnel, papers, and records of a subcontractor which are pertinent to this Contract. Such communications may be required to conduct audits, examinations, Davis-Bacon Labor Standards interviews, and gather additional information as provided in **Article VII** herein.

8.09 RELATIONSHIP OF THE PARTIES

Subrecipient is associated with the GLO only for the purposes and to the extent specified in this Contract. Subrecipient is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract creates a partnership or joint venture, an employer-employee or principal-agent relationship, or any liability whatsoever with respect to the indebtedness, liabilities, or obligations of Subrecipient or any other party. Subrecipient shall be solely responsible for, and the GLO shall have no obligation with respect to, the following: the withholding of income taxes, FICA, or any other taxes or fees; industrial or workers' compensation insurance coverage; participation in any group insurance plans

available to employees of the State of Texas; participation or contributions by the State of Texas to the State Employees Retirement System; accumulation of vacation leave or sick leave; or unemployment compensation coverage provided by the State of Texas.

8.10 COMPLIANCE WITH OTHER LAWS

In the performance of this Contract, Subrecipient must comply with all applicable federal, state, and local laws, statutes, ordinances, and regulations, including those listed in **Attachments B, C, and D**. Subrecipient is deemed to know of and understand all applicable laws, statutes, ordinances, and regulations affecting its performance under this Contract.

8.11 NOTICES

Any notices required under this Contract shall be deemed delivered when deposited either in the United States mail (certified, postage paid, return receipt requested) or with a common carrier (overnight, signature required) to the appropriate address below.

GLO

Texas General Land Office
1700 N. Congress Avenue, 7th Floor
Austin, TX 78701
Attention: Contract Management Division

Subrecipient

Williamson County
710 S. Main Street, Ste. 303
Georgetown, Texas 78626
Attention: Bill Gravell

Notice given in any other manner shall be deemed effective only if and when received by the Party to be notified. Either Party may change its address for notice by written notice to the other Party sent in accordance with this section.

8.12 GOVERNING LAW AND VENUE

This Contract and the rights and obligations of the Parties hereto shall be governed by, and construed according to, the laws of the State of Texas, exclusive of conflicts of law provisions. Venue of any suit brought under this Contract shall be in a court of competent jurisdiction in Travis County, Texas. Subrecipient irrevocably waives any objection, including any objection to personal jurisdiction or the laying of venue or based on the grounds of *forum non conveniens*, that it may now or hereafter have to the bringing of any action or proceeding in such jurisdiction with respect to this Contract or any related document. **NOTHING IN THIS CONTRACT SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE GLO.**

8.13 SEVERABILITY

If a court of competent jurisdiction determines any provision of this Contract is invalid, void, or unenforceable, the remaining terms, provisions, covenants, and conditions of this

Contract shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

8.14 DISPUTE RESOLUTION

Except as otherwise provided by statute, rule or regulation, Subrecipient shall use the dispute resolution process established in Chapter 2260 of the Texas Government Code and related rules to attempt to resolve any dispute under this Contract, including a claim for breach of contract by the GLO, that the Parties cannot resolve in the ordinary course of business. Neither the occurrence of an event giving rise to a breach of contract claim nor the pendency of such a claim constitutes grounds for Subrecipient to suspend performance of this Contract. Notwithstanding this provision, the GLO reserves all legal and equitable rights and remedies available to it. **NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE GLO.**

8.15 CONFIDENTIALITY

To the extent permitted by law, Subrecipient and the GLO shall keep all information, in whatever form produced, prepared, observed, or received by Subrecipient or the GLO, confidential to the extent that such information is: (a) confidential by law; (b) marked or designated “confidential” (or words to that effect) by Subrecipient or the GLO; or (c) information that Subrecipient or the GLO is otherwise required to keep confidential by this Contract. Subrecipient must not make any communications or announcements relating to this Contract through press releases, social media, or other public relations efforts without notice to the GLO.

8.16 PUBLIC RECORDS

The GLO shall post this Contract to the GLO’s website. Subrecipient understands that the GLO will comply with the Texas Public Information Act (Texas Government Code Chapter 552, the “PIA”), as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas (the “Attorney General”). Information, documentation, and other material in connection with this Contract may be subject to public disclosure pursuant to the PIA. Subrecipient is required to make any information created or exchanged with the GLO or the State of Texas pursuant to the Contract, and not otherwise excepted from disclosure under the PIA, available to the GLO in portable document file (“.pdf”) format or any other format agreed upon between the Parties that is accessible by the public at no additional charge to the GLO or the State of Texas. By failing to mark any information that Subrecipient believes to be excepted from disclosure as “confidential” or a “trade secret,” Subrecipient waives any and all claims it may make against the GLO for releasing such information without prior notice to Subrecipient. The Attorney General will ultimately determine whether any information may be withheld from release under the PIA. Subrecipient shall notify the GLO’s Office of General Counsel within twenty-four (24) hours of receipt of any third-party written requests for information and forward a copy of said written requests to PIALegal@glo.texas.gov. If a request for information was not written, Subrecipient shall forward the third party’s contact information to the above-designated e-mail address.

8.17 AMENDMENTS TO THE CONTRACT

Amendments to decrease or increase the subaward, to add or delete an Activity as allowed by the Guidance Documents, to extend the term of the Contract, and/or to make other substantial changes to the Contract may be made only by written agreement of the Parties under the formal Amendment process outlined below, except that, upon completion of the Project, the GLO shall issue a closeout letter pursuant to **Section 8.22**. The formal Amendment process requires official request documentation from Subrecipient detailing all provisions to be amended and supporting documentation as required. The GLO Grant Manager will confirm and review the request and, as appropriate, submit the proposed amended language or amount to the GLO's Contract Management Division for the preparation of a formal Amendment and circulation for necessary GLO and Subrecipient signatures. In the sole discretion of the GLO and in conformance with federal law, the GLO may approve other adjustments required by the GLO during Project performance through a Revision or Technical Guidance Letter unilaterally issued by the GLO and acknowledged by Subrecipient. Such GLO approvals must be in writing and may be delivered by U.S. mail or electronic mail.

8.18 ENTIRE CONTRACT AND MODIFICATIONS

This Contract, its Attachments, and any Amendment(s), Technical Guidance Letter(s), and/or Revision(s) issued in conjunction with this Contract, if any, constitute the entire agreement of the Parties and are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements made in connection with the subject matter hereof. Any additional or conflicting terms in issued Attachments, Technical Guidance Letters, and/or Revisions shall be harmonized with this Contract to the extent possible. Unless an Attachment, Technical Guidance Letter, or Revision specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language shall be construed consistently with the Contract.

8.19 PROPER AUTHORITY

Each Party hereto represents and warrants that the person executing this Contract on its behalf has full power and authority to legally bind its respective entity. Subrecipient acknowledges that this Contract is effective for the period of time specified in the Contract. Any work performed by Subrecipient after the Contract terminates is performed at the sole risk of Subrecipient.

8.20 COUNTERPARTS

This Contract may be executed in any number of counterparts, each of which shall be an original, and all such counterparts shall together constitute but one and the same Contract.

8.21 SURVIVAL

The provisions of **Articles V, VI, and VII** and **Sections 1.01, 1.03, 3.02, 3.04, 3.05, 8.03, 8.04, 8.07, 8.08, 8.09, 8.10, 8.11, 8.12, 8.14, 8.15, 8.16, and 8.17** of this Contract and any other continuing obligations of Subrecipient shall survive the termination or expiration of this Contract.

8.22 CONTRACT CLOSEOUT

Upon completion of all Activities required for the Contract and submittal of the final reimbursement request, the GLO will close the contract in accordance with 2 C.F.R. §§ 200.344 through 200.346 and GLO CDBG-MIT guidelines consistent therewith.

SUBRECIPIENT SHALL SUBMIT A FINAL BUDGET AND ACTUAL EXPENDITURES TO THE GLO PRIOR TO CONTRACT EXPIRATION OR TERMINATION OR AT THE CONCLUSION OF ALL CONTRACT ACTIVITIES, WHICHEVER OCCURS FIRST. FAILURE TO SUBMIT THE FINAL BUDGET AND ACTUAL EXPENDITURES TO THE GLO PRIOR TO CONTRACT EXPIRATION OR TERMINATION WILL RESULT IN FORFEITURE AND DE-OBLIGATION OF ALL REMAINING UNREQUESTED FUNDS.

The GLO will provide Subrecipient an official grant closeout letter upon satisfaction of all Project requirements.

8.23 INDIRECT COST RATES

Unless, under the terms of 2 C.F.R. Part 200, Appendix V, Subrecipient has negotiated or does negotiate an indirect cost rate with the federal government, subject to periodic renegotiations of the rate during the Contract Period, or is exempt from such negotiations and has developed and maintains an auditable central service cost allocation plan, Subrecipient's indirect cost rate shall be set by 2 C.F.R. § 200.414(f), i.e., ten percent (10%).

8.24 CONFLICT OF INTEREST

- (a) Subrecipient shall abide by the provisions of this section and include the provisions in all subcontracts. Subrecipient shall comply with all conflict-of-interest laws and regulations applicable to the Program.
- (b) Subrecipient shall maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award, and administration of contracts.

8.25 FORCE MAJEURE

Except with respect to the obligation of payments under this Contract, if either of the Parties, after a good faith effort, is prevented from complying with any express or implied covenant of this Contract by reason of war; terrorism; rebellion; riots; strikes; acts of God; any valid order, rule, or regulation of governmental authority; or similar events that are beyond the control of the affected Party (collectively referred to as "Force Majeure"), then, while compliance is so prevented, the affected Party's obligation to comply with such covenant shall be suspended, and the affected Party shall not be liable for damages for failure to comply with such covenant. In any such event, the Party claiming Force Majeure must promptly notify the other Party of the Force Majeure event in writing, and, if possible, such notice must set forth the extent and duration of the Force Majeure. The Party claiming Force Majeure must exercise due diligence to prevent, eliminate, or overcome such Force Majeure event when it is possible to do so and must resume performance at the earliest possible date. However, if nonperformance continues for more

than thirty (30) days, the GLO may terminate this Contract immediately upon written notification to Subrecipient.

8.26 CITIZEN PARTICIPATION AND ALTERNATIVE REQUIREMENTS

- (a) Subrecipient must ensure that all citizens have equal and ongoing access to information about an Activity or the Project, including ensuring that Activity or Project information is available in the appropriate languages for the geographical area served by Subrecipient.
- (b) Subrecipient shall timely respond to all submitted, written citizen complaints. Subrecipient shall notify citizens of the citizen participation process including location and the days and hours when the location is open for business so they may obtain a copy of these written procedures.
- (c) Subrecipient shall maintain a citizen participation file that includes a copy of Subrecipient's complaint procedures, documentation and evidence of opportunities provided for citizen participation (e.g., public notices, advertisements, flyers, etc.), documentation of citizen participation events (e.g., meeting minutes, attendance lists, sign-in sheets, news reports, etc.), and documentation of any technical assistance requested and/or provided.

8.27 PREFERENCE AND PROCUREMENT OF MATERIALS

- (a) To the extent applicable, Subrecipient shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired in the following manner:
 - (i) competitively within a timeframe allowing compliance with the Contract's performance schedule;
 - (ii) in a way that meets the Contract's performance requirements; or
 - (iii) at a reasonable price.

To ensure maximum use of recovered/recycled materials pursuant to 2 C.F.R. § 200.323, information about this requirement, along with the list of EPA-designated items, is available at the EPA's Comprehensive Procurement Guideline Program website, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

- (b) As appropriate and to the extent consistent with law, Subrecipient should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).
- (c) For purposes of section (b) above:
 - (i) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 - (ii) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum;

plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

8.28 INFORMATION AND DATA SECURITY STANDARDS

Subrecipient shall comply with all terms specified in the **GLO Information Security Appendix**, incorporated herein for all purposes as **Attachment E**.

8.29 STATEMENTS OR ENTRIES

WARNING: ANY PERSON WHO KNOWINGLY MAKES A FALSE CLAIM OR STATEMENT TO HUD MAY BE SUBJECT TO CIVIL OR CRIMINAL PENALTIES UNDER 18 U.S.C. § 287, 18 U.S.C. § 1001, AND 31 U.S.C. § 3729.

Except as otherwise provided under federal law, any person who knowingly and willfully falsifies, conceals, or covers up a material fact by any trick, scheme, or device or who makes any materially false, fictitious, or fraudulent statement or representation or who makes or uses any false writing or document despite knowing the writing or document to contain any materially false, fictitious, or fraudulent statement or entry shall be prosecuted under Title 18, United States Code, § 1001.

Under penalties of 18 U.S.C. § 287, 18 U.S.C. § 1001, and 31 U.S.C. § 3729, the undersigned Subrecipient representative hereby declares that he/she has examined this Contract and Attachments, and, to the best of his/her knowledge and belief, any statements, entries, or claims made by Subrecipient are true, accurate, and complete.

SIGNATURE PAGE FOLLOWS

**SIGNATURE PAGE FOR GLO CONTRACT NO. 22-130-049-E461
SUBRECIPIENT CONTRACT AGREEMENT
LOCAL HAZARD MITIGATION PLANNING PROGRAM**

GENERAL LAND OFFICE

WILLIAMSON COUNTY

Mark A. Havens, Chief Clerk

By: _____
Title: _____

Date of execution: _____

Date of execution: _____

OGC ^{DS} VD _____

PM ^{DS} JH _____

SDD ^{DS} HL _____

DGC ^{DS} MB _____

GC ^{DS} JG _____

DLC ^{DS} JP _____

ATTACHED TO THIS CONTRACT:

- ATTACHMENT A** Performance Statement, Budget, and Benchmarks
- ATTACHMENT B** Federal Assurances and Certifications
- ATTACHMENT C** General Affirmations
- ATTACHMENT D** Nonexclusive List of Applicable Laws, Rules, and Regulations
- ATTACHMENT E** GLO Information Security Appendix
- ATTACHMENT F** Contract Reporting Template

ATTACHMENTS FOLLOW

Commissioners Court - Regular Session

19.

Meeting Date: 02/13/2024

Reject RFP #23RFP59 and Reissue 24RFP34 Emergency Disaster Response Services and/or Supplies for Emergency 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 rejecting bids submitted on RFP #23RFP59 Emergency Disaster Response Services and/or Supplies for Emergency Management and authorize the Purchasing Agent to advertise and receive sealed bids under the new RFP #24RFP34.

Background

It is the recommendation to reject all submissions for RFP #23RFP59 – Emergency Disaster Response Services and/or Supplies for Emergency Management to allow for revisions to the specifications that would serve in the best interest of the county and authorize the Purchasing Agent to advertise and receive sealed proposals under the new RFP #24RFP34 Emergency Disaster Response Services and/or Supplies for Emergency Management. Williamson County Emergency Services, herein the County, is seeking proposals from experienced and qualified Disaster Response Services and/or Supply firms for a (pre)disaster/(pre)storm contract in support of the County’s disaster response and recovery operations. This proposed (pre)event contract will establish no immediate or annual cost to the county for response services and supplies. In the event of a disaster or storm and as directed by the County, the proposed disaster response services and supplies contract will be activated through an official declaration or request. Funding Source: Various funding sources depending on need. Point of Contact: Bill Zito and Shantelle Brannon.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review

Inbox

Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Gretchen Glenn
Final Approval Date: 02/08/2024

Reviewed By

Joy Simonton
Becky Pruitt

Date

02/07/2024 04:39 PM
02/08/2024 09:21 AM
Started On: 02/07/2024 02:44 PM

Commissioners Court - Regular Session

20.

Meeting Date: 02/13/2024

Authorize Issuing Advertisement for RFP #24RFP35 for Countywide Disaster related Debris Removal Services for Emergency 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 authorizing the Purchasing Agent to advertise and receive sealed proposals for Countywide Disaster Related Debris Removal Services, under RFP #24RFP35.

Background

Williamson County is seeking a qualified firm to serve as the countywide Debris Removal provider during and after a future disaster to be contracted on an as-needed basis. A previous request for consent to advertise was submitted in June of 2023 but was never advertised or solicited. The budgeted amount as well as the funding source will be determined at the time of the disaster. This is a collaborative effort between multiple departments. Points of Contact are Bill Zito, Shantelle Brannon, Terron Evertson, Russell Fishbeck, Dale Butler.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review

Inbox

Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Gretchen Glenn
Final Approval Date: 02/08/2024

Reviewed By

Joy Simonton
Becky Pruitt

Date

02/07/2024 04:40 PM
02/08/2024 09:24 AM
Started On: 02/07/2024 03:09 PM

Commissioners Court - Regular Session

21.

Meeting Date: 02/13/2024

Authorize Issuing Advertisement for RFP #24RFP36 for Countywide Disaster Related Debris Monitoring Services for Emergency 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 authorizing the Purchasing Agent to advertise and receive sealed proposals for Countywide Disaster Related Debris Monitoring Services, under RFP #24RFP36.

Background

Williamson County is seeking a qualified firm to serve as the countywide Debris **Monitoring** provider during and after a future disaster to be contracted on an as-needed basis. A previous request for consent to advertise was submitted in June 2023 but was not advertised or solicited. The budgeted amount as well as the funding source will be determined at the time of the disaster. This is a collaborative effort between multiple departments. Points of Contact are Bill Zito, Shantelle Brannon, Terron Evertson, Russell Fishbeck, Dale Butler.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review

Inbox

Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Gretchen Glenn
Final Approval Date: 02/08/2024

Reviewed By

Joy Simonton
Becky Pruitt

Date

02/07/2024 04:41 PM
02/08/2024 09:25 AM
Started On: 02/07/2024 03:39 PM

Commissioners Court - Regular Session

22.

Meeting Date: 02/13/2024

Approve Addendum to Agreement for Services for The Healthy Dispatcher Training for 911 Communications Department

Submitted For: Joy Simonton

Submitted By: Fernando Ramirez, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving Agreement #2024128 between Williamson County and The Healthy Dispatcher, LLC to provide training classes for Williamson County 911 Communications department in the not-to-exceed amount \$58,000.00, exempting the purchase from the competitive bidding requirements for said service established by Section 262.024 (a)(4) [a personal service] of the Texas Local Government Code Discretionary Exemptions and authorizing execution of the agreement.

Background

Approval of this agreement will provide training classes for Williamson County 911 Dispatchers with The Healthy Dispatcher, LLC in the amount of \$58,000.00. Funding Source is 01.0100.0581.004232. The point of contract is Hilary Martin.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Agreement
Form 1295 - The Healthy Dispatcher

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	02/07/2024 01:46 PM
County Judge Exec Asst.	Becky Pruitt	02/08/2024 09:14 AM
Form Started By: Fernando Ramirez		Started On: 02/06/2024 09:42 AM
Final Approval Date: 02/08/2024		

WILLIAMSON COUNTY
AGREEMENT FOR SERVICES ADDENDUM
(The Healthy Dispatcher LLC)

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

THIS AGREEMENT FOR SERVICES (hereinafter “Agreement”) is made and entered into by and between **Williamson County, Texas** (“County”), a political subdivision of the State of Texas, acting herein by and through its governing body, and **The Healthy Dispatcher LLC** (hereinafter “Vendor”), both of which are referred to herein as the parties. The County agrees to engage Vendor as an independent contractor, to provide certain services described herein pursuant to the following terms, conditions, and restrictions:

I.

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

- A. Vendor’s Agreement for Service, attached as Exhibit “A;” and
- B. Williamson County Agreement For Services Addendum

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

II.

Consideration and Compensation: Vendor will be compensated based on a fixed sum as set out in the Vendor’s Agreement for Services. The not-to-exceed amount under this Agreement is Fifty-Eight Thousand Dollars (\$58,000.00).

Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date the County receives the goods charges for any overdue payments shall be paid by the County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of the County’s fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first

day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

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

III.

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

IV.

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

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

V.

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

VI.

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

VII.

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

VIII.

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.

IX.

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.

X.

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

XI.

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

XII.

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

XIII.

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

XIV.

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.

XV.

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

XVI.

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

XVII.

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

XVIII.

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

[SIGNATURE TO FOLLOW]

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

WILLIAMSON COUNTY:

Authorized Signature

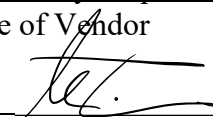
Judge Bill Gravell, Jr.,
County Judge

Date: _____, 20____

VENDOR:

The Healthy Dispatcher LLC

Name of Vendor



Authorized Signature

Adam Timm

Printed Name

Date: January 30, 2024

Agreement for Services

DATES OF DELIVERY: January 2024–October 2024

PROJECT: Training & Development Initiative for Williamson County Emergency Communications

OBJECTIVES:

- Provide Communications team with outlet to share view of challenges and potential solutions
- Establish ongoing committees and/or working groups to carry momentum for change forward
- Provide evidence-based EQ and Leadership development opportunity with metrics to quantify areas of improvement, assisting leaders with formation of personal leadership vision (near- and long-term) , and developing change goals that involve all levels of the organization
- Facilitate leadership team communication and cohesion, aligning line personnel, leadership and union representatives with vision for change and next steps
- Provide entire Wilco team the opportunity for professional development with focus on organizational culture and team morale

SCOPE, DELIVERABLES & PRICING:

Contractor (The Healthy Dispatcher) will provide the Client (Wilco) the following services:

Phase 1: Organizational culture assessment using anonymous survey distributed via email.
Development of initiatives based on assessment findings

❖ Cost: \$10 ,000.00

Phase 2: EQ-i assessments and debriefs, development of 1st individual SMART goal, together with self-paced virtual learning assignments and development of additional leadership goals, with coaching support using virtual learning platform

❖ Cost: \$13 ,000.00

Phase 3: Mentorship Train-the-Trainer program

❖ Cost: \$12 ,000.00

Phase 4: All-Leadership team meeting and evaluation of EQ-i Group Report

❖ Cost: \$5 ,000.00

Phase 5: Establishment of working groups/staff committees to address top challenges named in organizational assessment

❖ Cost: \$8 ,000.00

Phase 6: Quarterly training and ongoing facilitated discussion to harmonize and align teams around change

❖ Cost: \$10 ,000.00

Phase detail:

- A. Contractor will provide organizational culture assessment, comprised of the following elements:
 - Anonymous survey directed at entire staff and in-person 1-on-1 interviews with select team members
 - Examination of center’s current metrics, including risk and liability assessment

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
The Healthy Dispatcher LLC
Los Angeles, CA United States

Certificate Number:
2024-1120262

Date Filed:
02/05/2024

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

Date Acknowledged:
02/06/2024

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

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

23.

Meeting Date: 02/13/2024

Award RFP #24RFP18 Consultant to Develop the 2024-2028 HUD Consolidated Plan and 2024-2025 Annual Action Plan for Community Development

Submitted For: Joy Simonton

Submitted By: Johnny Grimaldo, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on awarding RFP #24RFP18 Consultant to Develop the 2024-2028 HUD Consolidated Plan and 2024-2025 Annual Action Plan to the overall best respondent Northeast and Bucks Company T/A Mullin & Lonergan Associates, Inc. and authorizing the contract period Consolidated Five (5) Year Plan for Fiscal Years 2019-2023 and the One (1) Year Annual Plan for Fiscal year 2019-2020 in the not-to-exceed amount of \$37,700.00 and authorize the execution of the agreement.

Background

Williamson County sent out over 14,000 notifications with 70 document takers and received five (5) offers to provide consulting services for the 2024-2028 HUD Consolidated Plan and 2024-2025 Annual Action Plan. The Consolidated Plan is designed to help states and local jurisdictions assess their affordable housing and community development needs and market conditions, and to make data-driven, place-based investment decisions. The Consolidated Plan is carried out through Annual Action Plans, which provide a concise summary of the actions, activities, and the specific federal and non-federal resources that will be used each year to address the priority needs and specific goals identified by the Consolidated Plan. The evaluation team’s recommendation is Northeast and Bucks Company T/A Mullin & Lonergan Associates, Inc. This expenditure will be charged to the HUD Community Development Block Grant. Sally Bardwell is the point of Contact.

Fiscal Impact

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

Attachments

- Consulting Agreement
- Recommendation Letter
- Scoring Sheet- redacted
- Form 1295 Northeast Bucks

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	02/07/2024 12:43 PM
County Judge Exec Asst.	Becky Pruitt	02/07/2024 12:51 PM
Form Started By: Johnny Grimaldo		Started On: 01/23/2024 08:43 AM
Final Approval Date: 02/07/2024		

CONSULTING SERVICES AGREEMENT

THIS CONSULTING SERVICES AGREEMENT ("Agreement") between Northeast and Bucks Company T/A Mullin & Lonergan Associates, Inc., (hereinafter "Consultant") and Williamson County, Texas, a political subdivision of the State of Texas (hereinafter "County"), having an address of 710 Main Street, Suite 101, Georgetown, Texas 78626, sets forth the terms and conditions pursuant to which Consultant will provide certain services.

1. Consulting Services

1.1 A statement of work ("SOW") is attached hereto and the terms therein are incorporated in this Agreement. Consultant agrees to perform the consulting services ("Services") as set forth in the attached SOW, and in any subsequently approved SOW referencing this Agreement, in a professional manner. Consultant may provide the Services described in the SOW by using Consultant personnel or selected independent contractors ("Contractors"). Consultant agrees to provide the items described in the SOW ("Deliverables").

2. Term and Termination

2.1 This Agreement will have an initial term of one year, or the length of the engagement, if longer than one year, and will renew automatically for successive one-year periods unless either party gives prior notice of termination.

2.2 Either party may terminate this Agreement, with or without cause, upon not less than thirty (30) calendar day's written notice to the opposite party. County shall pay Consultant for all Services performed prior to termination.

2.3 If either party commits an Event of Breach (a breach of any of the covenants, terms and/or conditions of this Agreement), the non-breaching party shall deliver written notice of such Event of Breach to the breaching party. Such notice must specify the nature of the Event of Breach and inform the breaching party that unless the Event of Breach is cured within ten (10) days of receipt of the notice, additional steps may be taken to terminate this Agreement. If the breaching party begins a good faith attempt to cure the Event of Breach within said ten (10) days, then and in that instance, the said ten (10) day period may be extended by the non-breaching party, so long as the breaching party continues to prosecute a cure diligently to completion and continues to make a good faith attempt to cure the Event of Breach. If, in the opinion of the non-breaching party, the breaching party does not cure the Event of Breach within the above referenced ten (10) day period or otherwise fails to make any diligent attempt to correct the Event of Breach, the breaching party shall be deemed to be in breach and the non-breaching party may, in addition to seeking the remedies mentioned hereinafter and/or remedies available under the law, terminate this Agreement.

3. Payment and Taxes

3.1 County agrees to pay Consultant the fees for the Services set forth in the SOW. The Services will be charged to County on a Time and Material basis not including travel or other reimbursable expenses. County shall reimburse Consultant the not to exceed amount of Reimbursable Expenses set forth in the SOW (if any) provided such expenses are actually incurred by Consultant in the performance of this Agreement and provided such expenses are in strict compliance with the Williamson County Vendor Reimbursement Policy (as amended), which is incorporated into and made a part of this Agreement by reference. The Williamson County Vendor Reimbursement Policy can be found at: [WilliamsonCountyVendorReimbursementPolicyMarch2023.pdf \(wilco.org\)](#). Invoices requesting reimbursement for authorized Reimbursable Expenses must be accompanied by copies of the provider's invoice and clearly set forth the actual cost of the expenses incurred by Consultant, without markup.

3.2 Unless specified otherwise in the SOW, Consultant will invoice County semi-monthly for Services. County's payment of the Services and Deliverables shall be governed by Chapter 2251 of the Texas Government Code. Invoices shall be paid by County within thirty (30) days from the date of the Williamson County Auditor's receipt of an invoice. Interest charges for any late payments shall be paid by County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. In the event that a discrepancy arises in relation to an invoice, such as an incorrect amount on an invoice or a lack of documentation that is required to be attached to an invoice to evidence the amount claimed to be due, County shall notify Consultant of the discrepancy. Following County's notification of any discrepancy as to an invoice, Consultant must resolve the discrepancy and resubmit a corrected or revised invoice, which includes all required support documentation, to the Williamson County Auditor. County shall pay the invoice within thirty (30) days from the date of the Williamson County Auditor's receipt of the corrected or revised invoice. County's payment of an invoice that contains a discrepancy shall not be considered late, nor shall any interest begin to accrue until the thirty-first (31st) day following the Williamson County Auditor's receipt of the corrected or revised invoice.

3.3 County agrees to pay the amount of any sales, value added, use, excise or similar taxes applicable to the performance of the SOW, if any, or County shall provide Consultant with a certificate acceptable to the taxing authorities exempting County from payment of such taxes.

4. Ownership and License

Consultant retains all ownership and intellectual property rights in techniques, methodology, and products (collectively "IP") provided or used by Consultant, if any, in the performance of Services, and any extensions to Consultant IP developed in conjunction with the SOW. Consultant grants to County, a perpetual, nonexclusive, nontransferable, worldwide, fully paid-up license to use, solely for its own internal business purposes, elements of the Deliverables, which contain Consultant IP.

5. Confidential Information

5.1 To the extent authorized by law, any business, operational, commercial, financial or technical information furnished by Consultant to County under this Agreement will remain Consultant's property, will be deemed proprietary, will be kept confidential to the extent allowed by law, and will be promptly returned at Consultant's request. Except as otherwise required by law, County may not disclose, without Consultant's written permission, any such information or data to any third party, or use such information or data itself for any purpose other than performing its obligations under this Agreement. The obligations set forth in this section will survive the cancellation, termination, or completion of this Agreement.

5.2 To the extent authorized by law, any business, operational, commercial, financial or technical information provided by County to Consultant will remain County's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at County's request. Consultant may not disclose, without County's written permission or as required by law, any such information or data to any third party, or use such information or data itself for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section will survive the cancellation, termination, or completion of this Agreement.

5.3 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 information furnished to County as to whether or not the same must be made available to the public. It is further understood that County, its 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 Consultant for the disclosure to the public, or to any person or persons, of any items or information furnished to County by Consultant in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

6. Relationship between the Parties

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

7. Warranties

7.1 Consultant warrants that the Services provided pursuant to this Agreement will be performed consistent with generally accepted industry standards and as provided in Section 1.

7.2 Consultant agrees to fully cooperate with the County throughout the implementation of the Services provided, and thereafter, to assist in the determination of the cause and resolution of any issues related to the Services as implemented. In the event an issue with the Services arises and

the cause of the issue is determined to be inadequate work, errors, or omissions in the Services provided by Consultant, Consultant shall correct the issue at no additional cost to the County as soon as reasonably practical, but in no event later than seven (7) calendar days following notice to Consultant that inadequate work, errors, or omissions in the Services provided by Consultant exist.

8. Indemnification and Insurance

8.1 INDEMNIFICATION.

INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, THE CONSULTANT 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 CONSULTANT, 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 THE PERFORMANCE OF THE SERVICES HEREUNDER. TO THE EXTENT ALLOWED BY LAW, CONSULTANT 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, CONSULTANT 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 SERVICES DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF CONSULTANT OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.

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

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	\$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	

Consultant, 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 Agreement, Consultant shall provide the County with insurance certificates evidencing compliance with the insurance requirements of this Agreement.

9. Limitation of Liability

NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES.

10. Change Requests

County or Consultant may request changes to the Services to be performed under the applicable SOW by written notice (“Change Requests”). The nature of these changes include, but are not limited to, additions to or deletions from any Services, changes to the schedule, prevention or loss of work due to inadequate facilities or technical infrastructure, or changes to key final decisions, or, any extra work by Consultant necessitated by County not meeting its obligations or preventing Consultant from meeting its obligations.

All Change Requests shall be subject to the following terms:

i. Disputes regarding Change Requests shall be handled pursuant to applicable dispute resolution section contained herein below;

ii. Any changes to the terms of this Agreement shall be reduced to a written amendment and executed by both parties prior to such changes becoming effective; and

iii. In the event of a conflict between the terms and conditions of this Agreement and the terms and conditions of any amendment relating to a Change Request, the terms and conditions of this Agreement shall control.

11. Dispute Resolution/Mediation

The parties to this Agreement will work together in good faith to resolve any controversy, dispute or claim between them which arises out of or relates to this Agreement, whether stated in tort, contract, statute, bad faith, professional liability or otherwise ("Claim"). If the parties are unable to resolve the Claim within thirty (30) days following the date in which one party sent written notice of the Claim to the other party, and if a party wishes to pursue the Claim, such Claim shall be addressed through non-binding mediation under the Commercial Mediation Rules of the American Arbitration Association ("AAA"). A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Agreement, will conduct the mediation under the then current rules of the AAA. Any mediation under this Agreement shall be conducted in Williamson County, Texas. All costs involved in the mediation shall be borne equally between the parties, except that each party shall bear its own attorneys fees. Nothing herein is intended to prevent either party from seeking any other remedy available hereunder or at law, including seeking redress in a court of competent jurisdiction. This provision shall survive the termination of this Agreement.

The parties hereby expressly agree that no claims or disputes between the parties arising out of or relating to this Agreement or a breach thereof shall be decided by any arbitration proceeding, including without limitation, any proceeding under the Federal Arbitration Act (9 USC Section 1-14) or any applicable state arbitration statute.

12. General

12.1 Venue and Governing Law. Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in Williamson County, Texas, and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this Agreement is governed by the laws of the United States, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

12.2 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.

12.3 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.

12.4 Successors and Assigns; Assignment. This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns. No party to this Agreement may assign or transfer its interest in or obligations under this Agreement without the prior written consent of all parties to this Agreement.

12.5 No Third-Party Beneficiaries. This Agreement is for the sole and exclusive benefit of the parties hereto and nothing in this Agreement, express or implied, is intended to confer or shall be construed as conferring upon any other person any rights, remedies or any other type or types of benefits.

12.6 No Waiver of Immunities. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

12.7 County's Right to Audit. Consultant 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 Consultant which are directly pertinent to the Services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Consultant agrees that County shall have access during normal working hours to all necessary Consultant 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 Consultant reasonable advance notice of intended audits.

12.8 Appropriation of Funds by County. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement. Consultant understands and agrees that the County's payment of amounts under this Agreement is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Agreement.

12.9 Conflicting Terms. In the event of a conflict between the terms and conditions of this Agreement and the terms and conditions of the SOW, as amended, the terms and conditions of this Agreement shall control.

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

12.11 Foreign Terrorist Organizations. Consultant 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.

12.12 Media Releases. Consultant 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.

12.13 Execution in Counterparts. This Agreement may be executed in counterparts, each of which, when executed and delivered, shall be deemed to be an original and all of which together shall constitute one and the same document.

12.14 Entire Agreement. This Agreement (including any SOW attached hereto or subsequently approved by the parties) represents the entire agreement between the parties and supersedes any and all prior or contemporaneous agreements or representations. This Agreement may not be modified or amended except in a writing signed by an authorized representative of each party. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT. It is agreed that the terms of this Agreement shall supersede the preprinted terms in any County purchase order or other ordering document.

IF AGREEMENT IS PART OF A SOLICITATION PROCESS, USE THE FOLLOWING PROVISION IN PLACE OF ABOVE PROVISION:

12.14 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 of all the documents that are relevant to the Services (the "Contract Documents"):

1. This Agreement;
2. Addenda issued prior to the Effective Date of this Agreement;
3. Consultant's Proposal submitted in response to Williamson County RFP #24RFP18 ("Consultant's Proposal");
4. The Request for Proposal documents defined in Williamson County RFP #24RFP18 ("RFP"); 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;
2. Addenda issued prior to the Effective Date of this Agreement;
3. The RFP;
4. The Consultant's Proposal; and
5. All Change Orders and any other Modifications issued after the Effective Date of this Agreement.

WITNESS WHEREOF each County and Consultant has caused its authorized representatives to execute and deliver this Agreement effective as of the date which this agreement is last signed below.

Mullin & Lonergan Associates, Inc.

BY: William Wasielewski

NAME: William P. Wasielewski

TITLE: President

DATE: February 1, 2024

WILLIAMSON COUNTY, TEXAS

BY: _____

TITLE: As Presiding Officer of the

Williamson County Commissioners Court

DATE: _____, 20____

EXHIBIT A STATEMENT OF WORK

The following describes the Services that shall be provided and accomplished by Consultant pursuant to the terms and conditions of the Agreement and this SOW:

Scope of Services:

Consultant shall assist County with the preparation of the FY 2024-2028 Consolidated Plan and 2024 Annual Action Plan for submission to HUD. The Consolidated Plan shall be prepared in a manner that incorporates HUD’s eCon Planning Suite in IDIS. In preparing this document, Consultant shall use Part 91, Subpart C regulatory requirements; the latest version of the *Desk Guide for Using IDIS to Prepare the Consolidated Plan, Annual Action Plan, and CAPER/PER*; Consultant’s general background and experience in preparing Consolidated Plans using eCon Planning Suite; and the County’s planning procedures that have worked well in the past. Consultant’s Work Plan shall include providing technical assistance to the County to review and revise its local CDBG Program application process. Based on Consultant’s experience with other clients, Consultant shall advise on ways to streamline the process, update the application forms, and utilize technology in the application and scoring process. Consultant shall be prepared to adjust said Work Plan based on the input of the County. Consultant’s tasks shall include but are not limited to initial project planning, community outreach initiatives, community outreach tools, needs assessment (NA 05-50), market analysis (MA 05-50), strategic plan (SP 05-80), complete consolidated plan document, annual action plan (AP 15-90), revisions to annual action plan, public comment period and public hearing, submission to HUD and deliverables, and technical support during HUD’s review.

Time for Performance:

The Services to be performed under this SOW shall be completed according to the following project schedule and work plan.

2024 Project Schedule	
Jan/Feb	Kick-off call for Initial Project Planning
	Schedule stakeholder consultations and public meetings in January; prepare all outreach materials
	TA for Application Process & Evaluation
	Obtain IDIS access
	Begin NA and MA sections in CP
March/April	Conduct stakeholder consultations, public meetings
	Deliverable #1 (Summary of stakeholder consultations)
	Deliverable #2 (Proposed Recommendation for Application Review & Eval.)
	Complete NA and MA sections by July 31
	Web-Based Survey

	Deliverable #3 (Draft NA and MA sections) provided
April/May	Deliverable #4 (Strategic Plan) provided
	Deliverable #5 (Consolidated Plan) provided
	Draft AAP
	Deliverable #6 (AAP) provided for review
June	Make all revisions to CP and AAP
	Display-ready versions of CP and AAP provided no later than June 20
July	Begin 30-day public display and comment period
	Presentation to County Commission
	Public Hearing(s)
August	Final Presentation to County Commission (late July early August)
	Submission of Consolidated Plan and Annual Plan to HUD on or before August 15, 2024 (Deliverable #7)

2024 Work Plan

Task 1. Initial Project Planning

Task 1A. Initial Meeting with Staff

Within two weeks upon receipt of a signed contract and/or a notice to proceed, Consultant shall schedule a project kick-off conference call with staff to finalize the outreach initiatives and tools to be undertaken for this process, and based on Consultant's proposal, Consultant shall discuss the identification of community stakeholders to be invited to participate, identify local community organizations, boards and commissions to permit Consultant to make a brief presentation at one of their regular meetings in the spring of 2024. Consultant shall finalize the Project Schedule and determine a schedule with staff for bi-weekly conference calls to stay on track in meeting critical deadlines throughout this process.

Obtaining IDIS Access

Consultant shall complete and submit the IDIS Online Access Request Form to the County. **Task**

1B. Review of HUD-approved Citizen Participation Plan

Consultant shall review the Citizen Participation Plan that Consultant shall develop in accordance with 24 CFR Part 105 required with each Consolidated Plan cycle. Consultant shall recommend revisions, as necessary, and Consultant shall place the amended version on public display with the Consolidated Plan and submit to HUD for review.

Task 1C. Identification of Stakeholders

Consultant shall work with staff to refine a comprehensive list of stakeholders whose input Consultant shall seek during the preparation of the Consolidated Plan. Consultant shall

recommend improvements to the County's current process as requested in the RFP. Consultant's comprehensive list of stakeholders shall be as follows: The local Housing Authority(s); County Department directors from Planning, Public Works, Parks & Recreation, Emergency Management, etc.; Affordable housing providers, including CHDOs; Health and child welfare agencies concerning lead-based paint hazards; Public and private agencies that address housing, health, social services, victim services, employment, and education needs of low-income, homeless, and special needs populations; Social service providers including those focusing on services to minorities, families with children, the elderly, persons with disabilities, persons with HIV/AIDS and their families, homeless persons, and other protected classes; The local CoC; Neighborhood and community-based organizations; Local government agencies involved in metropolitan-wide planning; responsibilities that extend beyond a single jurisdiction (e.g., Transit, agencies whose primary responsibilities include the management of flood prone areas, public land or water resources, and emergency management agencies); Workforce development entities, including local school districts, technical and community colleges; Broadband internet service providers and organizations engaged in narrowing the digital divide; Advocacy organizations for persons with limited English proficiency, immigrants, and refugees; Faith-based organizations; and Other entities identified by staff as appropriate for interviewing.

Task 2. Community Outreach Initiatives

Develop a FAQ Sheet

Consultant shall create a FAQ Sheet for distribution throughout the planning process. The FAQ shall be a two-sided, one-page sheet and include a basic series of questions and answers. The FAQ Sheet shall be colorful, utilize graphics, and be made available in English and Spanish.

Task 2A. Conduct Up to Six In-person/Virtual Stakeholder Consultations

Consultant shall conduct up to six (6) in-person/virtual Stakeholder Consultations to engage local stakeholders. Consultant shall schedule each workshop for 90 minutes.

Consultant shall format each workshop to include a list of relevant topics for discussion followed by a structured opportunity for participants to offer their comments. Consultant shall invite stakeholders to attend any one of the meetings, which Consultant shall schedule on different days and at different times for the convenience of participants. Possible topics Consultant shall include are: Affordable Housing (rural environment, barriers, opportunities, etc.); Enhancing Access to Community Assets for LMI Households; (employment, transit, child care, substance abuse recovery, job training, etc.); Workforce Development (job training, education, economic development, etc.); Healthy Housing & Safe Neighborhoods (infant mortality, food security, access to health care, crime-free communities, etc.); Housing the Homeless & Near-Homeless (challenges, needs, innovative initiatives, etc.); and Housing for Special Needs Populations (people with disabilities, elderly, persons in recovery, etc.).

Consultant shall consult with the CDBG Coordinator to identify which of these topics (or others that cover more appropriate and relevant local topics) to include. Consultant shall utilize a List of Questions in each workshop to stimulate discussion. Consultant shall provide a flyer of the dates, time, locations and topics for the series of workshops for distribution. Consultant shall invite Stakeholders to attend any one or more of the topical workshops of their choosing.

Design and Implement a Web-based Survey

Consultant shall provide a draft survey instrument appropriate for identifying affordable housing and community development needs. Consultant shall design the web-based survey to accommodate responses from community leaders, social service assistance organizations, and the general public. Consultant's survey shall be a single logic survey, in both English and Spanish, and shall be hosted by Survey Monkey. Consultant shall make said survey available online. Consultant shall also make paper copies available at all stakeholder workshops and public meetings conducted as part of this process.

Task 2B. Conduct up to Four (4) Hybrid Public Meetings (Consolidated Plan Public Needs Meetings)

Consultant shall conduct up to four (4) hybrid (virtual and in-person) Public Meetings—two shall be needs meeting at the beginning of the planning process and at a location to be determined by the County, and two shall occur when the Consolidated Plan and Annual Action Plan is on public display. Consultant shall actively engage participants in a discussion focused on affordable housing, fair housing and community development needs at each meeting. Consultant shall utilize a PowerPoint presentation to achieve this goal and include the required information found at 24 CFR 91.105(b) for each meeting.

Task 2C. Assist with Facilitating the Public Hearings / Meetings

Consultant shall assist in preparing materials (i.e., agenda, handout, presentation) for County staff to use at local meetings. For the remaining required public meetings and hearings, Consultant shall participate and/or facilitate remotely and present the same summary. Consultant shall finalize the details of these presentations.

Task 3. Community Outreach Tools

Task 3A. Design and Implement a Bilingual Web-based Survey

Consultant shall provide to staff for review, a draft multi-lingual survey instrument appropriate for identifying affordable housing, and community development needs. Consultant's survey shall pose a series of questions to (1) identify if respondents have encountered discrimination in their search for, or attempts to maintain, housing and (2) rank a series of housing and community development needs as high, medium or low priority. Consultant shall host the survey using Survey Monkey. Consultant shall launch the survey before outreach initiatives are underway in order to maximize marketing efforts. Consultant shall ensure that the surveys are tabulated and analyzed for incorporation into the Consolidated Plan and Annual Action Plan documents. For this task, Consultant shall provide a Spanish translation. Translation into any other languages would need to be provided by the County, including the cost.

Task 3B. Develop a Bilingual FAQ Sheet

Consultant shall create a multi-lingual FAQ Sheet for distribution throughout the planning process for the Consolidated Plan and the Annual Action Plan. Consultant shall ensure the two-sided, one-page sheets include a basic series of questions and answers such as (*What is the Consolidated Plan? How does this impact my community? How can I get involved?*) and the finalized schedule of workshops and meetings. Consultant shall make the FAQ Sheet available to staff for posting online and distribution throughout the County. Consultant shall provide a Spanish translation. Translation into any other languages would need to be provided by the County, including the cost.

Deliverable #1: Consultant shall Summarize Stakeholder Consultations (two weeks after completion of meetings)

Task 3C. Technical Assistance for Local Application Process Review

Upon contract execution, Consultant shall review the current process and discuss with the CDBG Coordinator the issues that are driving the desire to review the current process. From there, Consultant shall draft a proposed plan for modifications to the overall process to better address the needs and concerns of the County.

Deliverable #2: Consultant shall review Proposed Revisions to the Local Application Process

Task 3D. Technical Assistance for Institutional Modifications

Consultant shall review the County's current institutional processes and provide recommendations related to the evaluation of project eligibility, financial feasibility, environmental impact, and organizational capacity to meet local demand and stratify national objectives.

Task 4. Needs Assessment (NA 05-50)

Consultant shall ensure that Consolidated Plan describes the estimated housing needs and needs for supportive services projected for the next five years. Housing data shall reflect Consultant's consultations conducted with housing provider agencies, nonprofit organizations and social service agencies (including those focusing on services to children, elderly persons, persons with disabilities, persons with HIV/AIDS and homeless persons) that provide assisted housing, health services and social services.

Categories of Persons Affected: Consultant's needs assessment shall include the need for assistance for extremely low income, very low income, low income and moderate-income families, for renters and owners, elderly persons, large families and persons with disabilities. Consultant's description of housing needs shall also include a discussion of the degree of cost burden and severe cost burden, overcrowding (especially for large families), and substandard housing conditions being experienced by extremely low income, very low income, low income and moderate-income renters and owners compared to the County; To the extent that any racial or ethnic group is identified to have a disproportionately greater need in comparison to the needs of that category of household as a whole, an assessment of that specific housing need shall be included by Consultant.

Public Housing Residents: Consultant's needs assessment shall include the needs of current local public housing and Housing Choice Voucher households, as well as families on the waiting lists for public housing and Section 8 vouchers.

Homeless Needs: Consultant's needs assessment shall include the nature and extent of homelessness using HMIS and the most recent Point-in-Time count from the regional Continuum of Care. The Consolidated Plan shall include an estimate of the special needs of various categories of families and individuals who are chronically homeless or are threatened with homelessness (such as persons with mental illness or with substance abuse problems) and a description of the nature and extent of homelessness by racial and ethnic group, to the extent that information is available.

Non-Homeless Special Needs: Consultant's needs assessment shall include the level of housing need for persons who are not homeless but require supportive housing, including the elderly, frail elderly, persons with disabilities, persons with substance addiction, persons with HIV/AIDS and their families, public housing residents, and other categories that may be appropriate.

Non-Housing Community Development Needs: Consultant's needs assessment shall include the concise summary of the County's priority non-housing community development needs, including public facilities, public improvements, public services and other eligible uses of CDBG funding.

Task 5. Market Analysis (MA 05-50)

General Characteristics: Consultant's market analysis shall include the significant characteristics of the local housing market, including such aspects as the supply, demand, condition and cost of housing, including lead-based paint hazards, including identification of any areas of concentration of minority persons and LMI residents in the County.

Lead-Based Paint Hazards: Consultant's market analysis shall include the estimate the number of housing units that may potentially contain lead-based paint hazards and are occupied by LMI families with children based on data obtained from the State Department of Public Health.

Public Housing: Consultant's market analysis shall include the description of the number of public housing units in the County, the physical condition of these units, the restoration and revitalization needs, results from the Section 504 needs assessments and strategies for improving the management and operation of public housing, as well as improving the living environment of low and very low-income families residing in public housing. The Consolidated Plan shall also identify any public housing residential communities that shall be improved with Capital Fund resources from HUD as well as those proposed for RAD conversion.

Assisted Housing: Consultant's market analysis shall include the description of the number and targeting (by income and type of family) of units currently assisted by public funds and an assessment of whether any such units are expected to be lost from the local inventory, including expiring Section 8 contracts.

Homeless Facilities: Consultant's market analysis shall include a brief inventory of facilities and services that meet the emergency shelter, transitional housing, permanent supportive housing and permanent housing needs of homeless persons made available from the Continuum of Care.

Special Need Facilities and Services: Consultant's market analysis shall include the description of the housing stock available to persons with disabilities and other LMI persons with special needs, including persons with HIV/AIDS and their families. Consultant shall describe the facilities and services that assist persons who are not homeless but who require supportive housing and supportive programs for ensuring that persons returning from mental and physical health institutions receive appropriate supportive housing.

Barriers to Affordable Housing: Consultant's market analysis shall include the description of the strategy to remove or ameliorate negative effects of public policies that serve as barriers to affordable housing based on research included in the current AI.

Non-Housing Community Development Needs: Consultant's market analysis shall include a concise summary of the priority non-housing community development needs that are eligible for assistance. Local and regional plans shall be reviewed by Consultant for relevant information.

Deliverable #3: Consultant shall draft Needs Assessment and Market Analysis sections

Task 6. Strategic Plan (SP 05-80)

Consultant shall prepare the Strategic Plan in accordance with 24 CFR Part 91.215. Where appropriate, Consultant shall be incorporate and reference relevant information from other local plans.

General Characteristics: Based on input received through outreach efforts and the data analysis, Consultant shall define priority needs. For each of the priority needs identified, the Consultant shall include: The reasons for the choice of priority needs, describing the choice in terms of housing need (income, tenure, housing problems) and identifying obstacles for

addressing the underserved needs, The specific objectives with each objective identifying the key goals in quantitative terms along with numeric and other measurable indicators of progress and a target date for completion, and A description of the resource allocation geographically and among different activities.

Resources: Consultant's Strategic Plan shall include the description of the full range of federal and other resources that are available to assist the County in meeting its housing and community development needs. Federal Resources – expected federal resources to be available to address the needs identified within the Consolidated Plan. Other Resources – Resources from private and non-federal public sources that are reasonably expected to be available to address the needs. The Consolidated Plan shall include an explanation of how federal resources shall leverage additional resources, including a description of how matching requirements of HUD programs shall be satisfied.

Institutional Structure: Consultant's Strategic Plan shall include the description of the strategy to overcome the gaps in the institutional structure for carrying out its strategy for addressing its priority needs. Information collected through stakeholder outreach shall be used to develop this section.

Goals: Consultant's Strategic Plan shall include summaries of the objectives the County intends to initiate and/or complete during the five-year period. For each objective, the Consolidated Plan shall identify proposed accomplishments and quantitative outcomes, as provided in the IDIS Goal Outcome Indicators (GOI).

Public Housing: Consultant's Strategic Plan shall include the description of activities to encourage resident involvement in management, to participate in homeownership, and how the County shall address the needs of public housing.

Barriers to Affordable Housing: Consultant's Strategic Plan shall include the description of the strategy to remove or ameliorate negative effects of public policies that serve as barriers to affordable housing based on research included in the current AI.

Homelessness Strategy: Consultant's Strategic Plan shall include a description of the strategy for identifying resources to be used for the following based on stakeholder outreach and other organizational and community plans such as: Helping low income families avoid homelessness, Reaching out to homeless persons and assessing their individual needs, Addressing the emergency shelter and transitional housing needs of homeless persons, and Helping homeless persons make the transition to permanent housing and independent living.

Lead-Based Paint Hazards: Consultant's Strategic Plan shall include actions proposed or being taken to evaluate and reduce lead-based paint hazards, and a description of how lead-based paint hazard reduction shall be integrated into housing policies and programs.

Anti-Poverty Strategy: Consultant's Strategic Plan shall include a description of the County goals, programs and policies for reducing the number of poverty level households and how the goals, programs and policies for producing and preserving affordable housing shall be coordinated with other programs and services for which the County is responsible and the extent to which they shall reduce or assist in reducing the number of households with incomes below the poverty line. How these initiatives shall be coordinated with other programs shall be concisely summarized by Consultant.

Monitoring: Consultant's Strategic Plan shall include a description of the standards and procedures which the County use to monitor activities to be carried out in furtherance of the Consolidated Plan. Consultant shall review the current Monitoring Plan with staff and said Monitoring Plan shall serve as the basis for this section.

Certifications: Consultant's Strategic Plan shall include current certifications required by HUD.

Deliverable #4: Consultant shall draft Strategic Plan

Task 7. Complete Consolidated Plan Document

Based on feedback from staff, Consultant shall revise the draft Needs Assessment, Market Analysis and Strategic Plan sections and provide a complete version of the Consolidated Plan to staff. Consultant shall ensure this version includes the Executive Summary (ES) and Process (PR) sections, too.

Deliverable #5: Consultant shall complete Consolidated Plan Document

Task 8. Annual Action Plan (AP 15-90)

Once the Consolidated Plan and the local application process are completed, Consultant shall initiate the Annual Plan.

Expected Resources: Consultant's Annual Action Plan shall include a concise summary of the federal resources expected to be available including grant funds, anticipated program income, and other resources such as private and non-federal public sources that are reasonably expected to be available to carry out the Strategic Plan over the course of the program year. Consultant shall explain how federal funds shall leverage these additional resources.

Annual Goals and Objectives: Consultant's Annual Action Plan shall include a summary of the specific goals the County intends to initiate and/or complete within the program year.

Allocation Priorities: Consultant's Annual Action Plan shall include the County's allocation priorities and how the proposed distribution of funds shall address the priority needs and goals of the Strategic Plan.

Method of Distribution: Consultant's Annual Action Plan shall include a description of the criteria used to select grant applications, the relative importance of these criteria, how resources shall be allocated among funding categories, threshold factors and grant size limits, and outcome measurements expected as a result of the method of distribution.

Projects: Consultant's Annual Action Plan shall include preparation of the Proposed Project Pages.

Geographic Distribution: Generate a series of GIS maps to indicate geographically how the County shall provide direct assistance to LMI and minority concentrated areas during the program year.

Affordable Housing: Consultant's Annual Action Plan shall specify goals for the number of homeless, non-homeless, and special needs households to be provided affordable housing within the program year, indicate the number of affordable housing units that shall be provided by program type, including rental assistance, production of new units, rehabilitation of existing units, or acquisition of existing units.

Public Housing: Consultant shall describe what actions the County shall take in the program year to carry out the public housing portion of the Strategic Plan.

Homeless and Other Special Needs Activities: Consultant shall describe one-year goals and the specific action steps to be undertaken in the program year to carry out the homeless strategy outlined in SP-60 Homelessness Strategy. The Annual Plan shall also describe the one-year goals and specify the activities to be undertaken to serve the housing and supportive service needs of nonhomeless populations who require supportive housing.

Barriers to Affordable Housing: Consultant's Annual Action Plan shall include planned actions to remove or ameliorate the negative effects of local policies that serve as barriers to affordable housing. Consultant shall summarize appropriate barriers identified in the County's current AI for this purpose.

Other Actions: Consultant's Annual Action Plan shall include planned actions to carry out the strategies outlined in the Consolidated Plan relative to fostering and maintaining affordable housing, evaluating and reducing leadbased paint hazards, reducing the number of poverty-level families, developing institutional structure, enhancing coordination and identifying obstacles to meeting underserved needs and propose actions to overcome those obstacles.

Program-Specific Requirements: Consultant's Annual Action Plan shall include the method of distribution, including all selection criteria for funding, how CDBG and HOME resources shall be allocated among funding categories, the threshold factors and grant limits to be applied.

Deliverable #6: Consultant shall draft Annual Action Plan

Task 9. Revisions to Annual Action Plan

Based on feedback, Consultant shall revise the draft Annual Plan and prepare the document for public display.

Task 10. Public Comment Period & Public Hearing

Once the revised planning documents are provided to the County for the public comment period, Consultant shall initiate the IDIS entry process. Following the comment period and required Public Hearing, Consultant shall collaborate with staff to address comments received and incorporate them into the final documents as required.

Task 11. Submission to HUD & Deliverables

Consultant shall ensure that electronic submission of the five-year 2024-2028 Consolidated Plan and the 2024 Annual Plan documents to HUD occurs on or before August 15, 2024, unless otherwise directed by HUD. Consultant shall ensure final deliverables to the County include all electronic files and two copies of the final version submitted to HUD.

Deliverable #7: Consultant shall ensure final CP/AAP documents submitted to HUD

Task 12. Technical Support during HUD's Review

Consultant shall remain available to the County throughout the 45-day HUD review period for the Consolidated Plan and Annual Action Plan. Consultant shall assist in responding to any HUD questions that may arise relative to these two documents.

Compensation:

The maximum amount payable for all Services under the Agreement, without modification, shall not exceed **\$35,050.00**.

Project Budget:

The Project Budget shall be as follows:

Williamson County, TX		MULLIN & LONERGAN ASSOCIATES				
		Project Manager @ \$200/hr.		Professional Staff @ \$175/hr.		Total
Consolidated Plan & Annual Action Plan						
1	Project Mobilization	4	\$ 800		\$ -	\$ 800
2	Community Engagement Process	35	\$ 7,000	45	\$ 7,875	\$ 14,875
3	Technical Assistance for Application Process & Evaluation Review	16	\$ 3,200		\$ -	\$ 3,200
4	Needs Assessment	1	\$ 200	16	\$ 2,800	\$ 3,000
5	Market Analysis	1	\$ 200	16	\$ 2,800	\$ 3,000
6	Strategic Plan	1	\$ 200	16	\$ 2,800	\$ 3,000
7	Completed Draft CP	1	\$ 200	8	\$ 1,400	\$ 1,600
8	Preparation of AAP	1	\$ 200	12	\$ 2,100	\$ 2,300
9	Revisions to CP & AAP Document	1	\$ 200	2	\$ 350	\$ 550
10	Public Display & Hearings	10	\$ 2,000	1	\$ 175	\$ 2,175
11	Final Revisions, Local Approval, Submission to HUD	1	\$ 200	2	\$ 350	\$ 550
12	Technical Support during HUD Review	0	\$ -	0	\$ -	\$ -
SUBTOTAL		72	\$ 14,400	118	\$ 20,650	\$ 35,050
REPRODUCTION, PUBLICATION, SURVEY, MAILING EXPENSES						\$ 150
Travel Expenses						\$ 2,500
GRAND TOTAL						\$ 37,700

Reimbursable Expenses:

The maximum amount payable for all Reimbursable Expenses shall be **\$2,650.00**.

Payment:

Payment for the Services and Reimbursable Expenses actually incurred shall be made in accordance with the terms of the Agreement.



January 17, 2024

Re: CDBG Consulting Services

Dear Judge and Commissioners,

Williamson County received five offers to provide consulting services to develop the 2024-2028 HUD Consolidated Plan and the 2024-2025 Annual Action. The Consolidated Plan is designed to help states and local jurisdictions to assess their affordable housing and community development needs and market conditions, and to make data-driven, place-based investment decisions. The Consolidated Plan is carried out through Annual Action Plans, which provide a concise summary of the actions, activities, and the specific federal and non-federal resources that will be used each year to address the priority needs and specific goals identified by the Consolidated Plan.

The evaluation team's recommendation: Northeast & Bucks Company T/A Mullins & Lonergan Associates specialize in the creation of ideas and the process that transforms those ideas into exciting projects. They are known for the development of data-driven, statistical analyses and have the experience to translate the results into practical recommendations and plans.

This expenditure will be charged to the HUD Community Development Block Grant and is in the lump sum amount of \$37,000.

Sincerely,

A handwritten signature in cursive script that reads 'Sally Bardwell'.

Sally Bardwell
Community Development Administrator

24RFP18 RFP Consultant to Develop 2024-2028 HUD Consolidated 5 Year Plan and 2024-2025 Annual Action Plan

12.19.2023

	Max Points	Baker Tilly US LLP	KSBR, LLC	Grow America	Northeast & Bucks Company T/A Mullins & Lonergan Associates	W. Frank Newton, Inc.
Consultant's experience in years and projects developing consolidated plans or closely related planning documents. (minimum of three (3) years preferred)	15	15	15	15	15	15
Experience in years and projects of qualified personnel that consultant shall provide to perform all work in accordance with the statement of work. (minimum three (3) years of experience preferred)	15	15	15	15	15	15
Recent experience in using HUD's eCon Planning Suite or other experience in using similar tools	15	15	13	10	15	15
Recent experience in developing Performance Measurement Systems required by HUD or other experience in developing similar systems	15	15	13	15	15	15
Experience of a qualified Project Manager the consultant shall provide for the project. Will the Project Manager be accessible throughout the project, as requested?	15	15	15	15	15	15
Fees	25	9	19	12	25	22
Proposed Fee		\$ 103,712.00	\$ 49,500.00	\$ 75,800.00	\$ 37,700.00	\$ 42,625.00
Total	100	84	90	82	100	97






CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

**OFFICE USE ONLY
 CERTIFICATION OF FILING**

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
 Northeast & Bucks Co. T/A Mullin & Lonergan Associates
 Mechanicsburg, PA United States

Certificate Number:
 2024-1119751

Date Filed:
 02/05/2024

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

Date Acknowledged:
 02/06/2024

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
 24RFP18
 Consultant to Develop 2014-2028 HUD Consolidated Plan 2024-2025 Annual Action Plan

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Wasielewski, William	Sewickley, PA United States	X	
	Lonergan, Thomas	Jamison, PA United States	X	
	Northup, Laura	Mechanicsburg, PA United States	X	

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

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

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

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

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

 Signature of authorized agent of contracting business entity
 (Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2024-1119751

Date Filed:
02/05/2024

Date Acknowledged:

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

Northeast & Bucks Co. T/A Mullin & Lonergan Associates
Mechanicsburg, PA 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.

24RFP18
Consultant to Develop 2014-2028 HUD Consolidated Plan 2024-2025 Annual Action Plan

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Wasielewski, William	Sewickley, PA United States	X	
	Lonergan, Thomas	Jamison, PA United States	X	
	Northup, Laura	Mechanicsburg, PA United States	X	

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is William Wasielewski, and my date of birth is .

My address is 2625 Syracuse Court, Sewickley, PA, 15143, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Allegheny County, State of Pennsylvania, on the 5th day of February, 20 24.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session

24.

Meeting Date: 02/13/2024

Approval of Database Subscription from TransUnion Risk and Alternative Data Solutions, 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 #2024120 between TransUnion Risk and Alternative Data Solutions, Inc. and Williamson County for a research database subscription in the amount of \$9,600.00, and authorizing execution of the agreement.

Background

Approval of this agreement will support the operations of the Williamson County Sheriff's Office. TransUnion Risk and Alternative Data Solutions, Inc. will provide real-time data that is updated daily to help locate persons, assets, and addresses with support through Social Media Search, Reverse Phone Lookup, Real-time Phone Carrier Search, and more. The attached supplement provides additional details. The subscription will be for a period of 24 months. The monthly billing rate is \$400.00 for a yearly total of \$4,800.00. Funding Source is 01.0100.0560.004210 for FY24. Department contact is Mary Johnson. TransUnion Risk and Alternative Data Solutions, Inc. is publicly traded. Therefore, Form 1295 is not required.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Approval of TransUnion Renewal

Form Review

Inbox

Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Misty Brooks
Final Approval Date: 02/08/2024

Reviewed By

Joy Simonton
Becky Pruitt

Date

02/07/2024 04:34 PM
02/08/2024 09:09 AM
Started On: 01/30/2024 01:56 PM



PRICING SUPPLEMENT

This Pricing Supplement and attached Pricing Sheet (collectively, the "Supplement") is incorporated into and supplements the then-current Law Enforcement Agency Subscriber Agreement ("Agreement") between TransUnion Risk and Alternative Data Solutions, Inc. ("TRADS") and the below-identified Agency ("Agency"). The Agency agrees as follows:

1. **Effective Date; Term.** The Effective Date of this Supplement is specified in the Pricing Sheet. This Supplement shall commence upon the Effective Date and continue for the period specified in the Pricing Sheet ("Supplement Term"). Upon expiration of the Supplement Term, the Agreement will continue in effect in accordance with the terms therein, absent this Supplement, subject to TRADS's then-current fees and charges for the TRADS Services accessed thereafter. TRADS reserves the right to terminate this Supplement for convenience at any time.
2. **Fees and Charges.** Agency agrees to be bound by this Supplement and agrees to pay all fees and charges set forth in the Pricing Sheet during the Supplement Term.
3. **Miscellaneous.** In the event of a conflict between the terms of this Pricing Supplement and any prior pricing supplement, agreement or understanding with respect to the TRADS Services identified herein, the terms of this Pricing Supplement shall supersede, control and otherwise replace. In the event any one or more provisions of this Supplement, or the Pricing Sheet, is held to be invalid or unenforceable, the enforceability of any remaining provision(s) shall be unimpaired. All capitalized terms used but not defined in this Supplement will have the same meanings given to them in the Agreement. Except as provided in this Supplement, all other terms the Agreement shall remain in full force and effect in accordance with its terms. In the event of a conflict between the terms of the Agreement and this Supplement, the terms of this Supplement will apply.

[Remainder of page intentionally left blank. Signature page follow on the attached Pricing Sheet]



PRICING SHEET to Pricing Supplement

"Agency": Williamson County Sheriff's Office - TX

"Monthly Fee": USD 400.00

Agency ID: [REDACTED]

"Number of Monthly Transactions": 1200

TRADS Services: TLOxp® Online – Non-Batch Flat Rate – Monthly.

The Monthly Fee includes the Number of Monthly Transactions, subject to the Excluded Items and Transactional Overage Pricing. Should Agency not submit the Number of Monthly Transactions, Agency shall not receive a refund of the Monthly Fees paid. Unused Number of Monthly Transactions do not rollover into a subsequent month.

Effective Date: 02/01/2024

Supplement Term: 24 month(s) without auto renewal.

INCLUDED SEARCHES AND REPORTS:

The Monthly Fee includes all searches and reports currently offered through the TRADS Services as of the Effective Date, with the exception of the searches and reports listed below ("Excluded Items"), unless checked, in which case, the checked items are included in the Monthly Fee.

<input type="checkbox"/>	TruLookup Social Media Comprehensive Report	<input checked="" type="checkbox"/>	TruLookup Comprehensive Report – Person
<input type="checkbox"/>	TruLookup Motor Vehicle Report	<input checked="" type="checkbox"/>	TruLookup Comprehensive Report – Business
<input type="checkbox"/>	TruLookup Super Reverse Phone Lookup	<input checked="" type="checkbox"/>	TruLookup Address Report
<input checked="" type="checkbox"/>	TruLookup Relationship Mapping	<input checked="" type="checkbox"/>	TruLookup Locate with Assets Report
<input type="checkbox"/>	TruLookup Real-Time Phone Carrier Search	<input checked="" type="checkbox"/>	TruLookup Phone Report
<input type="checkbox"/>	TruLookup Real-Time Incarcerations & Arrests Search		
<input type="checkbox"/>	TruLookup Household Search		TruLookup Predictive Attributes Suite

The Excluded Items are subject to TRADS' then-current fees and charges (unless a price is specified above) on a per Transaction basis, subject to Agency's data access rights. The fees and charges for Excluded Items are in addition to the Monthly Fee. TRADS reserves the right to exclude (as Excluded Items) future released searches and/or reports from the Monthly Fee.

TRANSACTIONAL OVERAGE PRICING:

Transactions exceeding the Number of Monthly Transactions are subject to overage pricing ("Transactional Overage Pricing") at TRADS' then-current fees and charges on a per Transaction basis, unless specified otherwise below and subject to Agency's data access rights. Transactional Overage Pricing is in addition to the Monthly Fee.

"Transactions" means any information returned by TRADS in response to a search query (whether in the form of search results or a report).

Agency acknowledges and agrees that Agency's signature on this page constitutes agreement to and acceptance of this Supplement in its entirety.

Acknowledged and agreed to by:

Williamson County Sheriff's Office - TX
("Agency")

By: _____
Representative

Full Name

Title

Date Signed

Commissioners Court - Regular Session

25.

Meeting Date: 02/13/2024

Approval of Purchase Agreement for Spacesaver Storage from Southwest Solutions Group for Sheriffs Office

Submitted For: Joy Simonton

Submitted By: Koren Shannon, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving the Service Agreement #2024124 between Southwest Solutions Group and Williamson County for the amount of \$553.29 and authorizing the execution of the Agreement.

Background

This agreement includes preventive maintenance/service for the Spacesaver filing system in the Jail records department. The Sheriff's Office's previous one-year Service Agreement expired on 01/26/2024. The new Service Agreement program effective dates will be 02/01/2024 through 01/31/2025. Funding source is 01.0100.0570.004500. The department point of contact is Abigail Taylor.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Southwest Solutions Quote Redacted
Form 1295 Southwest

Form Review

Inbox

Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Koren Shannon
Final Approval Date: 02/08/2024

Reviewed By

Joy Simonton
Becky Pruitt

Date

02/07/2024 01:19 PM
02/08/2024 09:12 AM
Started On: 01/30/2024 03:22 PM

SERVICE AGREEMENT QUOTE

Williamson County Sheriff's Office
 508 South Rock Street
 Georgetown, TX 78626
 Records Department

COVERED ITEMS

We propose to furnish the materials and perform the labor necessary for the completion of the Scheduled Maintenance & Service Program on system(s):

Serviceable Item	Units	Serial Number	Manufacturer	ProductType	Location
12721	4	[REDACTED]	Spacesaver Corporation	Mechanical Assist	Evidence/Property

SERVICE LEVEL OPTIONS

OEM+ Plan (Preventative Maintenance + Labor Program)

- * One scheduled Preventative Maintenance inspection per year.
- * Additional investment required for repairs performed outside of normal business hours.
- * Covers 100% of all Labor Service charges for repairs.
- * Parts and equipment remain under manufacturer's warranty.

Annual Investment to insure the safety of your equipment: **\$553.29**

Program effective dates: 2/1/24 through 1/31/25

For Extended Agreements we will apply a 5% discount on a 2 year price total and 10% discount on a 3 year price total. A one-time in-full payment is required to receive the discounted rate.

Southwest Solutions Group would like to thank you for the opportunity to serve you and our team looks forward to serving you in other areas, please visit our website at www.southwestsolutions.com for more products & services.

Sincerely,
 Chelsea Brown
 Direct: 972-331-8876
 Cell: 214-998-0045
 Fax: 888-980-8177
chelseabrown@southwestsolutions.com

Previous Agreement	
Agreement #	7,815
Status	Expired
Expired On	1/26/2024 12:00:00AM
Subscription Length	12 Months

Services to be performed by SSG authorized factory-trained personnel.

Inspection & Testing of:

Electrical Systems

- * Safety Features
- * Electrical Wiring & Switches
- * Mechanical & Logical Controls
- * Anti-Tip Devices
- * Carriage Limit Switches
- * Floor & Overall Operation
- * Ease of Movement

Mechanical Assist Systems / Manual Systems

- * Anti-Roll Locking Pin
- * Turn-Handle Assembly
- * Tension of chain on turn handle drive
- * Mechanical Safety Features & Controls
- * Shelving Anchors
- * Ease of Movement
- * Loose Hardware & Fasteners

Lubrication & Adjustment of: (All Systems)

- * All Moving Parts, Chains & Rails
- * Limit Switches

General Maintenance & Cleaning of:

- * Floor & Tracks
- * Face Panels & Controls

Inspection Report:

- * Communication of inspection findings to the customer

Scheduled maintenance services will be performed on a scheduled basis of 1 per year. Covers all service calls throughout the effective dates of agreement.

To schedule service please call Paul Stanko at 800-803-1083 ext. 9778 or via email PStanko@southwestsolutions.com. You can also request service from our website, www.southwestsolutions.com by clicking on the "request service" link at the top of the page.

ACCEPTANCE PAGE FOR SERVICE AGREEMENT

Williamson County Sheriff's Office, Records Department

Please CHECK the option of choice, authorize below, and return a copy to Southwest Solutions Group via email chelseabrown@southwestsolutions.com, please retain original for your records. Payment terms are Net 30. Quote expires 7/30/2024.

Accepted by: _____ Date: _____

Title: _____

Bill-To Address: _____

City: _____ State: _____ Zipcode: _____

Purchase Order # if appropriate: _____

Accounts Payable Email: _____

OTHER NOTES

Preventative Maintenance, Service and Repair calls are provided during Southwest Solutions Group's normal work hours Monday - Friday, excluding holidays.

Normal response time: A technician will be en-route within 24 hours upon receiving the service request.

24/7 response time: A technician will be en-route within 4-6 hours upon receiving the service request.

This Agreement does not cover repairs for damages caused by acts of God, vandalism or misuse. Southwest Solutions Group is not responsible for delays or failure to furnish parts or service caused by acts of God, labor unrest, failure of transport or operational errors and causes beyond the control of Southwest Solutions Group.

To help ensure proper operation, you should perform all routine periodic housekeeping duties as outlined in your system's operating manual. You must ensure no foreign matter or debris falls into areas that may hinder normal operation of the equipment, resulting in equipment failure.

Coverage under this Agreement will be voided if the equipment is dismantled, relocated or substantially modified without prior approval from Southwest Solutions Group.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Southwest Solutions Group, Inc.
Lewisville, TX United States

Certificate Number:
2024-1118116

Date Filed:
01/30/2024

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

Date Acknowledged:

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
Service Agreement 8552
Service agreement for Mechanical Assist high density mobile storage system

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Streight, Raymond	Lewisville, TX United States	X	
	Crock, Craig	Lewisville, TX United States	X	
	Brant, Randy	Houston, TX United States	X	
	Riemer, Rich	Lewisville, TX United States	X	
	Miller, Calvin	Lewisville, TX United States	X	
	Sung, Dean	Dallas, TX United States	X	
	Current, Mark	Lewisville, TX United States	X	
	Molen, Brad	Lewisville, TX United States	X	

5 Check only if there is NO Interested Party.


6 UNSWORN DECLARATION

My name is Calvin Miller, and my date of birth is [REDACTED].

My address is 2535 E State Highway 121, Ste 110B, Lewisville, TX, 75056, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Denton County, State of Texas, on the 30th day of January, 2024.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

**OFFICE USE ONLY
 CERTIFICATION OF FILING**

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
 Southwest Solutions Group, Inc.
 Lewisville, TX United States

Certificate Number:
 2024-1118116

Date Filed:
 01/30/2024

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

Date Acknowledged:
 01/31/2024

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
 Service Agreement 8552
 Service agreement for Mechanical Assist high density mobile storage system

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Streight, Raymond	Lewisville, TX United States	X	
	Crock, Craig	Lewisville, TX United States	X	
	Brant, Randy	Houston, TX United States	X	
	Riemer, Rich	Lewisville, TX United States	X	
	Miller, Calvin	Lewisville, TX United States	X	
	Sung, Dean	Dallas, TX United States	X	
	Current, Mark	Lewisville, TX United States	X	
	Molen, Brad	Lewisville, 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

26.

Meeting Date: 02/13/2024

Approval of Construction Agreement with G2 Construction Services, Inc. for Cedar Park Annex Conference Room Remodel for Facilities Management.

Submitted For: Joy Simonton

Submitted By: Johnny Grimaldo, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the purchase and service contract #2024129 between G2 Construction Services, Inc. and Williamson County for Cedar Park Annex Conference Room Remodel, in the amount of Twenty Thousand Dollars (\$20,000.00), pursuant to TIPS contract 211001 and authorize execution of the agreement.

Background

This project is for the Cedar Park Annex Conference room remodel located at 350 Discovery Blvd, Cedar Park, TX. The proposal includes a detailed scope of work. The funding source is 01.0100.1032.004509 and the point of contact is Christy Matoska.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Construction Contract
Form 1295 G2 Construction Services

Form Review

Inbox

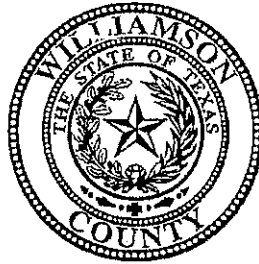
Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Johnny Grimaldo
Final Approval Date: 02/08/2024

Reviewed By

Joy Simonton
Becky Pruitt

Date

02/07/2024 01:49 PM
02/08/2024 09:15 AM
Started On: 02/06/2024 10:44 AM



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 Cedar Park Annex Conference Room Remodel (hereinafter called the "Project"). The Contractor shall have the overall responsibility for and shall provide complete construction services and furnish all materials, equipment, tools and labor as necessary or reasonably inferable to complete the Project, or any phase of the Project, in accordance with the Owner's requirements and the terms of this Agreement (hereinafter collectively referred to as the "Work").

ARTICLE 2 CONTRACT PRICE

Owner agrees to pay to the Contractor, for the satisfactory performance of the Work, the sum of Twenty Thousand Dollars (\$20,000.00) 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 sixty (60) 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 (\$750.00) 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 \$1,000,000.

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:

10. By signing the Agreement/Contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the Owner that all employees of the Contractor who will provide services on the Project will be covered by workers' compensation coverage for the duration of the Project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
 11. The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the Owner to declare the Agreement/Contract void if the Contractor does not remedy the breach within ten days after receipt of notice of breach from the Owner.
- 6.5.3** If insurance policies are not written for the amounts specified herein, Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of primary coverage.
 - 6.5.4** Insurance coverage required hereunder shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company, or otherwise acceptable to Owner.
 - 6.5.5** **The Owner ("Williamson County, Texas"), its officials, employees and volunteers shall be named as an additional insured on all required policies.** These insurance policies shall contain the appropriate additional insured endorsement signed by a person authorized by that insurer to bind coverage on its behalf.
 - 6.5.6** The furnishing of the above listed insurance coverage, as may be modified by the Agreement, must be tendered prior to execution of the Agreement/Contract, and in no event later than ten (10) days from Notice of Award. Failure to provide the insurance in a timely fashion may result in loss of Contractor's bid bond.
 - 6.5.7** Owner reserves the right to review the insurance requirements set forth herein during the Agreement and to make reasonable adjustments to the insurance coverage and their limits when deemed necessary and prudent by the Owner based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Contractor.
 - 6.5.8** Owner shall be entitled, upon request, and without expense, to receive complete copies of the policies with all endorsements and may make any reasonable requests for deletion, or revision or modification of particular policy terms, conditions, limitations, or exclusions, except where policy provisions are established by law or regulation binding upon the Parties or the underwriter of any of such policies. Damages caused by the Contractor and not covered by insurance shall be paid by the Contractor.
 - 6.5.9** Contractor shall be responsible for payment of premiums for all of the insurance coverages required hereunder. Contractor further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Contractor is responsible hereunder, Contractor shall be solely responsible for all deductibles and

self-insured retentions. Any deductibles or self-insured retentions over \$75,000 in the Contractor's insurance must be declared and approved in writing by Owner in advance.

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

ARTICLE 7 INDEMNITY

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

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

7.2 Except for the obligation of Owner to pay Contractor the Contract Price pursuant to the terms of this Agreement, and to perform certain other obligations pursuant to the terms and conditions explicitly set forth herein, Owner shall have no liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this

Agreement. Notwithstanding any obligation or liability of Owner to Contractor, no present or future partner or affiliate of Owner or any agent, officer, director, or employee of Owner, Williamson County, or of the various departments comprising Williamson County, or anyone claiming under Owner has or shall have any personal liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Agreement.

ARTICLE 8 WARRANTY

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

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

ARTICLE 9 PREVAILING WAGE RATE

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

9.1.2 For classifications not shown, workers shall not be paid less than the wage indicated for Laborers. The Contractor shall notify each worker commencing work on the Project of the worker's job classification and the established minimum wage rate required to be paid, as well as the actual amount being paid. The notice must be delivered to and signed in acknowledgement of receipt by the employee and must list both the monetary wages and fringe benefits to be paid or furnished for each classification in which the worker is assigned duties. When requested by Owner, competent evidence of compliance with the Texas Prevailing Wage Law shall be furnished by Contractor.

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

9.2 Prevailing Wage Schedule. Pursuant to Texas Government Code Section 2258.022(2), the general prevailing rate of per diem wages for each craft or type of worker needed to execute the Contract and the prevailing rate for legal holiday and overtime work shall be the most recent prevailing wage rate for Williamson County, Texas for building construction as determined by the United States Department of Labor in accordance with the Davis-Bacon Act (40 U.S.C. Section 276a et seq.), and its subsequent amendments, which are published and can be obtained online

at <https://sam.gov/search/?index=dbra> (the "Prevailing Wage Schedule"). Should the Contractor at any time become aware that a particular skill or trade not reflected on the Prevailing Wage Schedule will be or is being employed in the Work, whether by the Contractor or by a subcontractor, the Contractor shall promptly inform the Owner and shall specify a wage rate for that skill or trade, which shall bind the Contractor.

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

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

9.5 Arbitration Required if Violation not Resolved. After the Owner makes its initial determination, the affected Contractor or Subcontractor and worker have fourteen (14) days in which to resolve the issue of whether a violation occurred, including the amount that should be retained by Owner or paid to the affected worker. If the Contractor or Subcontractor and affected worker reach an agreement concerning the worker's claim, the Contractor shall promptly notify the Owner in a written document signed by the worker. If the Contractor or Subcontractor and affected worker do not agree before the fifteenth (15th) day after the Owner's determination, the Contractor or Subcontractor and affected worker must participate in binding arbitration in accordance with the Texas General Arbitration Act, Chapter 171, Tex. Civ. Prac. & Rem. Code. The parties to the arbitration have ten (10) days after the expiration of the fifteen (15) days referred to above, to agree on an arbitrator; if by the eleventh (11th) day there is no agreement to an arbitrator, a district court shall appoint an arbitrator on the petition of any of the parties to the arbitration.

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

9.7 Prevailing Wage Retainage. Money retained pursuant to this section shall be used to pay the claimant or claimants the difference between the amount the worker received in wages

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

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

ARTICLE 10 BONDS: INTENTIONALLY DELETED

ARTICLE 11 TERMINATION OR SUSPENSION OF THE AGREEMENT

11.1 Termination by Contractor

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

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

11.2 Termination by the Owner for Cause

11.2.1 The Owner may terminate the Agreement if the Contractor:

- 11.2.1.1** Fails to commence the Work in accordance with the provisions of the Agreement;
- 11.2.1.2** Fails to prosecute the Work to completion thereof in a diligent, efficient, timely, workmanlike, skillful and careful manner and in strict accordance with the provisions of the Agreement;
- 11.2.1.3** Fails to use an adequate amount or quality of personnel or equipment to complete the Work without undue delay;
- 11.2.1.4** Fails to perform any of its obligations under the Agreement;
- 11.2.1.5** Fails to make prompt payments when due to its Subcontractors and Suppliers, or as required by **Texas Government Code, Chapter 2251**;

- 11.2.1.6 Files any petition or other pleading seeking any relief under any provisions of the Federal Bankruptcy Act, as amended, or any other federal or state statute or law providing for reorganization of debts or other relief from creditors, permits a receiver or other person to be appointed on account of its insolvency or financial condition, or becomes insolvent;
- 11.2.1.7 Creates any situation or state of facts which would authorize or permit an involuntary petition in bankruptcy to be filed against Contractor; or
- 11.2.1.8 Has not met or in Owner's opinion will not meet the dates of Substantial Completion set forth in the Agreement.

11.2.2 When any of the reasons under **Paragraph 11.2.1** exist, the Owner, in its sole and absolute discretion, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, **thirty (30) calendar days** written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety, exclude the Contractor from the Project site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor; accept assignment of subcontracts of Contractors subcontractors; and finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

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

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

11.3 Suspension by the Owner for Convenience

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

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

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

11.4 Termination by the Owner for Convenience

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

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

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

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

ARTICLE 12 MISCELLANEOUS PROVISIONS

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

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

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

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

12.4 Governing Law and Venue. This Agreement and all of the rights and obligations of the parties and all of the terms and conditions shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas without reference to its conflicts of law provisions. Williamson County where the Project is located shall be the sole place of venue for any legal action arising from or related to this Agreement or the Project in which the Owner is a party.

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

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

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

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

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

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

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

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

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

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

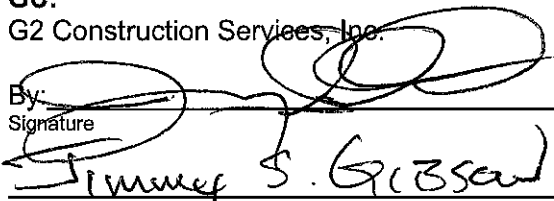
The following documents shall comprise the Contract Documents:

- 1. This Agreement between County and Contractor;
- 2. Exhibit "A" – Plans and Specifications;
- 3. Addenda issued prior to the Effective Date of this Agreement;
- 4. Cooperative Contract #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.

GC:
 G2 Construction Services, Inc.
 By: 
 Signature
 Jimmy S. Gibson
 Printed Name
 Vice President
 Title
 Date Signed: 2/1/2024

COUNTY:
 Williamson County, Texas
 By: _____
 Signature

 Printed Name

 Title
 Date Signed: _____

Exhibit "A"

Plans and Specifications

The Scope is as follows:

1. Remove all existing bookshelves, projector screens, and all other foreign items from walls. Then patch and prep for new paint.
2. R&R Ceiling tile (replacing with new dimensional tile as requested).
3. R&R carpet and base with new Wilco, standard selection (Patcraft commercial carpets 24 x 24, Finesse)
4. R&R old fluorescent light fixtures with (4) 2 x 4 LED Wilco standard light fixtures.
5. Install 6' under carpet wire mold track designed for data and electrical (will provide data sheets when product that fits budget is selected).

This bid is to include all materials and labor necessary to complete the scope as per these details.

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
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Bodily injury (including death)	\$1,000,000	\$1,000,000
Property damage	\$1,000,000	\$1,000,000

Aggregate policy limits	No aggregate limit
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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 policies. 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

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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. If the Contractor or Subcontractor and affected worker do not agree before the **fifteenth (15th) day** after the Owner's determination, the Contractor or Subcontractor and affected worker must participate in binding arbitration in accordance with the **Texas General Arbitration Act, Chapter 171, Tex. Civ. Prac. & Rem. Code**. The parties to the arbitration have **ten (10) days** after the expiration of the **fifteen (15) days** referred to above, to agree on an arbitrator; if by the **eleventh (11th) day** there is no agreement to an arbitrator, a district court shall appoint an arbitrator on the petition of any of the parties to the arbitration.
- .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. Contractor 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 trusted 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-Authority (issued by the surety company and attached, signed and sealed with the corporate embossed 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 include 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.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

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

G2 Construction Services, Inc.
Georgetown, TX United States

Certificate Number:
2024-1118922

Date Filed:
02/01/2024

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

Williamson County

Date Acknowledged:

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

TIPS 211001
Cedar Park Annex Conference Room Remodel

4	Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
			Controlling	Intermediary
	Gibson, Jyl	Georgetown, TX United States	X	
	Gibson, Jimmy	Georgetown, TX United States	X	

5 Check only if there is NO interested party.

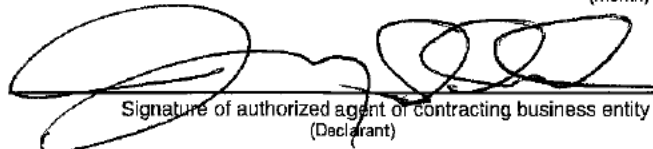
6 UNSWORN DECLARATION

My name is Jimmy S Gibson, and my date of birth is [REDACTED]

My address is 3303 Shell Rd #3, Georgetown, TX 78628 US
(street) (city) (state) (zip code) (country)

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

Executed in Williamson County, State of TX, on the 1 day of Feb., 2024
(month) (year)


 Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

**OFFICE USE ONLY
 CERTIFICATION OF FILING**

Certificate Number:
 2024-1118922

Date Filed:
 02/01/2024

Date Acknowledged:
 02/06/2024

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.
 TIPS 211001
 Cedar Park Annex Conference Room Remodel

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

27.

Meeting Date: 02/13/2024

Approval of Exhibit A to the Ensuing Agreement for IFB #24IFB6 Cross Culvert Replacements for FY24 to SJ&J Construction, LLC for Road and Bridge

Submitted For: Joy Simonton

Submitted By: Johnny Grimaldo, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving Exhibit A to the ensuing agreement for IFB #24IFB6 Cross Culvert Replacements for FY24, approved on 01.23.2024 court agenda item #55 to SJ&J Construction, LLC and authorize execution of the exhibit.

Background

Williamson County was notified that Exhibit A is needed for the surety to release payment and performance bonds. The funding source for the contract is 01.0200.0210.003599 and the point of contact is Terron Everton.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Exhibit A

Form Review

Inbox

Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Johnny Grimaldo
Final Approval Date: 02/08/2024

Reviewed By

Joy Simonton
Becky Pruitt

Date

02/08/2024 10:55 AM
02/08/2024 11:24 AM
Started On: 02/08/2024 08:21 AM

EXHIBIT A

ASSIGNMENT OF CONTRACT FUNDS AND CONSENT THERETO

This Assignment of Contract Funds and Consent Thereto (hereinafter "Assignment") is entered into this 20th day of December, 2023 with SJ&J Construction, LLC("Contractor") and Williamson County, TX("Owner").

RECITALS

WHEREAS, Contractor has entered into an agreement for construction or other services ("Construction Contract") with Owner concerning that certain project known as Cross Culvert Replacements FY2024 ("Project").

WHEREAS, Contractor was required to obtain performance, payment and maintenance bonds (the "Bonds") regarding the Construction Contract and the Project;

WHEREAS, FCCI Insurance Group ("Surety") has agreed to issue the Bonds conditioned, in part, on Contractor selecting a fund control company to receive and disburse monies due under the Construction Contract;

WHEREAS, Contractor selected and retained THE SOUTHWEST ESCROW COMPANY ("SWEC"), under the Southwest Escrow Company Fund Control / Disbursing Agreement dated the 20th day of December, 2023("Fund Control / Disbursement Agreement") to provide such administration services on its behalf; and

WHEREAS, Contractor binds himself his successors, assigns and legal representatives, to all covenants of this Assignment.

WHEREAS, Surety acknowledges that the Owner will make payments directly to SWEC for the purpose of carrying out SWEC's obligations under the Fund Control / Disbursing Agreement and agrees that this change in payment terms does not cause Owner to be in default of any previous agreements on payments.

CLAUSES

NOW THEREFORE, in consideration of the preceding recitals, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Owner and Contractor agree as follows:

1. Through this instrument, Contractor requests, and Owner consents, that all Contract Funds due Contractor under the Construction Contract shall be mailed directly to "THE SOUTHWEST ESCROW COMPANY" at 200 River Pointe Dr. Suite 306 Conroe, TX 77304 or by wire transfer directly to Texas Capital Bank, Account number 1211117104, including, but not limited to, any and all amounts now due, scheduled to become due in the future, or which become due on account of any increases in or

amendments, additions, supplements, extensions, extras, change orders, additional work or other additional matters relating to the Construction Contract (collectively the "Contract Funds"). The foregoing assignment of Contract Funds is irrevocable, unconditional and absolute, and is not for security purposes. The parties recognize however that the foregoing does not prevent the Owner from withholding from payment to SWEC any amounts Owner would be entitled to withhold from Contractor by virtue of terms of the Construction Contract or by law.

2. The Contractor represents and warrants that he has full legal authority to enter into this Assignment, and that he has taken all corporate action necessary to authorize himself to enter into and perform under the Construction Contract and this Assignment.
3. SWEC shall distribute the Contract Funds received under this Assignment in accordance with the terms and conditions of the Fund Control / Disbursement Agreement in order to discharge Contractor's obligations to subcontractors and suppliers for any work performed under the Construction Contract.
4. Contractor shall indemnify and hold harmless from any claims, liabilities, damages, losses, costs, and expenses, including attorney's fees, arising from any payments made by owner under this assignment. This indemnity survives the construction contract term and is in addition to any other remedies available.

Williamson County

(Owner)

By: (Sign) _____

By: (Print) _____

Its: _____

Email: _____

Phone: _____

SJ&J Construction, LLC

(Contractor)

By: (Sign) 

By: (Print) Julian Cervantes

Its: president

Email: sjjcons@hotmail.com

Phone: 214 688 1986

NOTE: This must be signed by an authorized representative of the Owner. The architect or engineer should not sign this document.

Commissioners Court - Regular Session

28.

Meeting Date: 02/13/2024

Walker Texas Surveyors 2586 WA3 SA4 CR 255 - CR 289 Survey

Submitted For: Robert Daigh

Submitted By: Vicky Edwards, Infrastructure

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on Supplemental Work Authorization No 4 to Work Authorization No 3 under Williamson County Contract between Walker Texas Surveyors, Inc. and Williamson County dated May 19, 2020 for CR 255/CR 289 (CR 254 to Ronald Reagan Blvd.) Survey. This supplemental is to extend the expiration date to July 31, 2024. Funding source: P546.

Background

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Walker Texas Surveyors 2586 WA3 SA4 CR 255 - CR 289 Survey

Form Review

Inbox

Hal Hawes

County Judge Exec Asst.

Form Started By: Vicky Edwards

Final Approval Date: 02/07/2024

Reviewed By

Hal Hawes

Becky Pruitt

Date

02/07/2024 09:20 AM

02/07/2024 10:45 AM

Started On: 02/06/2024 04:15 PM



January 8, 2024

Ms. Ade Ashaye, PE
Williamson County Road Bond Program, HNTB Corporation

PSA: HNTB Surveying Services For Road & Bridge SWA #4 to WA #3

HIGHWAY: CR 255 Topo

LIMITS: Proposed ROW Topo per attached map (Exhibit E) along CR 255 (approximately 16000 Centerline Linier Feet) from Ronald W. Reagan to CR 254 including 100' each roadway direction at tie in's (approx. 16000 Centerline LF)..

Ms. Ashaye,

Walker Texas Surveyors, Inc. (WTS) is pleased to submit this Supplemental Work Authorization #4 to our initial Work Authorization #3 to your office for Professional Land Surveying Services to produce a Topographic survey project in Williamson County, Texas.

We propose to complete this project on a time and materials basis in accordance with our existing contract with Williamson County. We will begin work immediately upon notice to proceed from your office per the details herein.

This proposal was developed using information provided (right-of-way maps, digital files, etc.) that we have on file, information that we received from you and various other sources, as well as our visit to the project site.

WTS will deliver the digital files, survey data files and hard copies of the survey, as described in this proposal, within budgeted time frame agreed upon in attached Exhibit C.

Thank you for the opportunity to provide this proposal and fee estimate. Please contact me with any questions or comments you may have.

Sincerely,

Charles G. Walker
Registered Professional Land Surveyor

SUPPLEMENTAL WORK AUTHORIZATION NO. 4
TO
WORK AUTHORIZATION NO. 3

**WILLIAMSON COUNTY ROAD AND BRIDGE PROJECT:
CR 255/CR 289 (CR254 to Ronald Reagan Blvd.) Survey**

This Supplemental Work Authorization No. 4 to Work Authorization No. 3 is made pursuant to the terms and conditions of the Williamson County Contract for Surveying Services, being dated May 19, 2020 ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Walker Texas Surveyors, Inc. (the "Firm").

WHEREAS, the County and the Firm executed Supplemental Work Authorization No. 2 to Work Authorization No. 3 dated effective June 9, 2022 (the "Work Authorization");

WHEREAS, pursuant to the Contract, amendments, changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization; and

WHEREAS, it has become necessary to amend, change and modify the Work Authorization.

AGREEMENT

NOW, THEREFORE, premises considered, the County and the Firm agree that the Work Authorization shall be amended, changed and modified as follows:

- I. The Work Authorization shall terminate on July 31, 2024. The Services to be Provided by the Firm shall be fully completed on or before said date unless extended by an additional Supplemental Work Authorization. The revised Work Schedule is attached hereto as Attachment "C" (must be attached).

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

Except as otherwise amended by prior or future Supplemental Work Authorizations, all other terms of the Work Authorization are unchanged and will remain in full force and effect.

This Supplemental Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

IN WITNESS WHEREOF, the County and the Firm have executed this Supplemental Work Authorization, in duplicate, to be effective as of the date of the last party's execution below.

FIRM:

By: Karen J. Walker
Signature

Karen J. Walker
Printed Name

President
Title

1/8/2024
Date

COUNTY:

By: _____
Signature

Bill Gravel, Jr.
Printed Name

Williamson County Judge
Title

Date

LIST OF ATTACHMENTS

Attachment C - Work Schedule

APPROVED
By Christen Eschberger at 11:02 am, Feb 06, 2024

ATTACHMENT C

WORK SCHEDULE

Work schedules will be developed prior to Notice-to-Proceed (NTP) and submitted to the County in the form of a Memorandum of Understanding. Should the schedule be acceptable, a written NTP will be delivered to Surveyor.

NTP Issued: **June 9, 2022**

Field tasks mobilized: **September, 2022**

Delivered Topographic Survey: **February, 2023**

Delivered Topographic Survey: **July 31, 2024**

This project was completed and delivered end of February, 2023 including additional topo area at Reagan tie-in. This SWA #4 to WA #3 is to accomplish any additional items requested within limits original WA #3.

Commissioners Court - Regular Session

29.

Meeting Date: 02/13/2024

Walker Texas Surveyors 2586 WA4 SA3 CR 255 - CR 289 Parcel Acquisition

Submitted For: Robert Daigh

Submitted By: Vicky Edwards, Infrastructure

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on Supplemental Work Authorization No 3 to Work Authorization No 4 under Williamson County Contract between Walker Texas Surveyors, Inc. and Williamson County dated May 19, 2020 for CR 255/CR 289 Parcel Acquisition. This supplemental is to extend the expiration date to December 31, 2024. Funding source: P546.

Background

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Walker Texas Surveyors 2586 WA4 SA3 CR 255 - CR 289 Parcel Acquisition

Form Review

Inbox

Hal Hawes

County Judge Exec Asst.

Form Started By: Vicky Edwards

Final Approval Date: 02/07/2024

Reviewed By

Hal Hawes

Becky Pruitt

Date

02/07/2024 09:20 AM

02/07/2024 10:45 AM

Started On: 02/06/2024 04:20 PM

PSA: HNTB Surveying Services for Road Bond Program SWA#3 to WA#4
Project Name: CR 255/CR289 ROW Parcels and Exhibits



P. O. Box 324
Cedar Park, Texas 78630-0324
TBPLS Firm Number 10103800

January 31, 2024

Ms. Ade Ashaye, PE
Williamson County Road Bond Program, HNTB Corporation

PSA: HNTB Surveying Services For Road Bond Program SWA #3 to WA # 4

HIGHWAY: CR 255/CR289 ROW Parcels and Exhibits

LIMITS: Proposed ROW Parcel acquisition per attached map along CR 255 (approximately 16000 Centerline Linear Feet) from Ronald W. Reagan to CR 254 including 100' each roadway direction at tie in's (approx. 16000 Centerline LF and up to 41 Parcels).

Ms. Ashaye,

Walker Texas Surveyors, Inc. (WTS) is pleased to submit this SWA#3 to your office for Professional Land Surveying Services to modify the date of WA#4.

WTS will continue to deliver per WA#4 and modified in this SWA#3 to WA#4 attached.

Thank you and please contact me with any questions or comments you may have.

Sincerely,

Charles G. Walker
Registered Professional Land Surveyor

SUPPLEMENTAL WORK AUTHORIZATION NO. 3
TO
WORK AUTHORIZATION NO. 4

WILLIAMSON COUNTY ROAD AND BRIDGE PROJECT: CR 255/CR289 PARCEL ACQUISITION

This Supplemental Work Authorization No. 3 to Work Authorization No. 4 is made pursuant to the terms and conditions of the Williamson County Contract for Surveying Services, being dated May 19, 2020 ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Walker Texas Surveyors, Inc. (the "Firm").

WHEREAS, the County and the Firm executed Work Authorization No. 4 dated effective June 9, 2022 (the "Work Authorization");

WHEREAS, pursuant to the Contract, amendments, changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization; and

WHEREAS, it has become necessary to amend, change and modify the Work Authorization.

AGREEMENT

NOW, THEREFORE, premises considered, the County and the Firm agree that the Work Authorization shall be amended, changed and modified as follows:

- I. The Work Authorization shall terminate on December 31, 2024. The Services to be Provided by the Firm shall be fully completed on or before said date unless extended by an additional Supplemental Work Authorization. The revised Work Schedule is attached hereto as Attachment "C" (must be attached).

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

Except as otherwise amended by prior or future Supplemental Work Authorizations, all other terms of the Work Authorization are unchanged and will remain in full force and effect.

This Supplemental Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

SUPPLEMENTAL WORK AUTHORIZATION NO. 3
TO
WORK AUTHORIZATION NO. 4

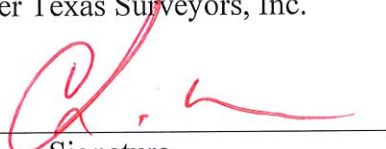
WILLIAMSON COUNTY ROAD AND BRIDGE PROJECT: CR 255/CR289 PARCEL ACQUISITION

IN WITNESS WHEREOF, the County and the Firm have executed this Supplemental Work Authorization, in duplicate, to be effective as of the date of the last party's execution below.

EXECUTED this _____ day of _____, 2024

SURVEYOR:
Walker Texas Surveyors, Inc.

COUNTY:
Williamson County, Texas

By: 
Signature

By: _____
Signature

Charles G. Walker
Printed Name

Bill Gravell, Jr.
Printed Name

Vice President
Title

County Judge
Title

1/31/24
Date

Date

LIST OF ATTACHMENTS

Attachment C - Work Schedule

APPROVED
By *Christen Eschberger* at 11:02 am, Feb 06, 2024

PSA: HNTB Surveying Services for Road Bond Program SWA#3 to WA#4
Project Name: CR 255/CR289 ROW Parcels and Exhibits

SUPPLEMENTAL WORK AUTHORIZATION NO. 3
TO
WORK AUTHORIZATION NO. 4

WILLIAMSON COUNTY ROAD AND BRIDGE PROJECT: CR 255/CR289 PARCEL ACQUISITION

ATTACHMENT C

WORK SCHEDULE

Anticipated NTP: **February 6, 2024**

Anticipated Field Start: **February 6, 2024**

Anticipated Delivery of Final ROW Exhibits 41,41A,41B, 41C: **February 29, 2024.**

Commissioners Court - Regular Session

30.

Meeting Date: 02/13/2024

Final plat for the Santa Rita Ranch Phase 6 Section 2 subdivision – Pct 2

Submitted For: Robert Daigh

Submitted By: Adam Boatright, Infrastructure

Department: Infrastructure

Division: Road & Bridge

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approval of the final plat for the Santa Rita Ranch Phase 6 Section 2 subdivision – Precinct 2.

Background

This is the next section of the Santa Rita Ranch Phase 6 development. It consists of 26 single family lots, 1 open space/landscape easement/public utility easement lot and 1,564 linear feet of new public roads. Roadway and drainage construction is not yet complete, but a performance bond in the amount of \$6,067,890.25 has been posted with the County to cover the cost of the remaining construction.

Timeline

2023-09-20 – initial submittal of the final plat

2023-10-04 – 1st review complete with comments

2024-02-05 – 2nd submittal of final plat with signatures

2024-02-06 – 2nd review complete with comments clear

2024-02-08 – final plat placed on the February 13, 2024 Commissioners Court agenda for consideration

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Final Plat - Santa Rita Ranch Ph 6 Sec 2

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Adam Boatright

Final Approval Date: 02/08/2024

Reviewed By

Becky Pruitt

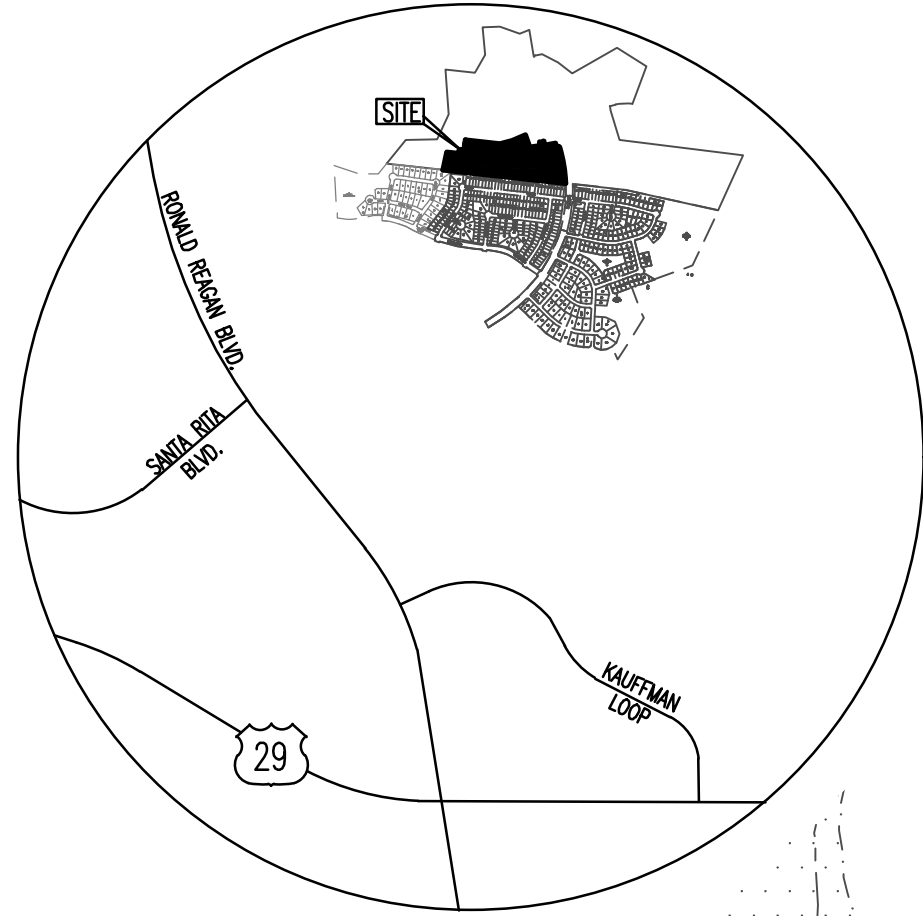
Date

02/08/2024 11:29 AM

Started On: 02/08/2024 11:20 AM

SANTA RITA RANCH PHASE 6, SECTION 2

FINAL PLAT



VICINITY MAP
APPROX. SCALE:
1"=2000'

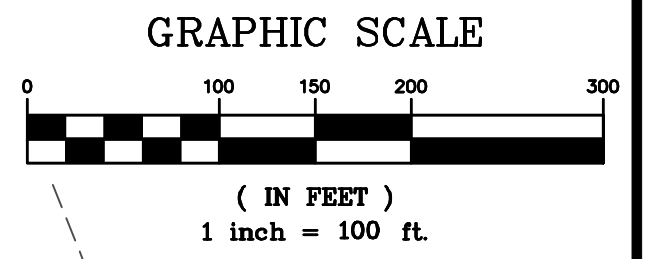
ROAD TABLE						
STREET NAMES	LINEAR FOOTAGE	R.O.W. WIDTH	PAVEMENT WIDTH	DESIGN SPEED	DESIGNATION	CLASSIFICATION
IRVINE CIRCLE	183'	50' R.O.W.	33' FOC-FOC	25 M.P.H.	PUBLIC	LOCAL
IRVINE PASS	72'	50' R.O.W.	33' FOC-FOC	25 M.P.H.	PUBLIC	LOCAL
JATES FIELD BEND	1,309'	50' R.O.W.	33' FOC-FOC	25 M.P.H.	PUBLIC	LOCAL
TOTAL	1,564'					

Minimum Finished Floor Elevation (NAVD '88)		
Block	Lot	Min FFE
A	67	991.8'

BM 1:
CAPPED 1/2 INCH IRON ROD SET STAMPED "CONTROL".
N=10213061.55, E=3086288.47
ELEVATION=994.59' (NAVD '88)

BM 2:
CAPPED 1/2 INCH IRON ROD SET STAMPED "CONTROL".
N=10212921.80, E=3087472.15
ELEVATION=979.80' (NAVD '88)

- LEGEND**
- BENCHMARK
 - CAPPED 1/2" IRON ROD FOUND STAMPED "CBD SETSTONE"
 - CAPPED 1/2" IRON ROD SET STAMPED "CBD SETSTONE"
 - LOT NUMBER
 - BLOCK DESIGNATION
 - BUILDING SETBACK LINE
 - PUBLIC UTILITY EASEMENT
 - DRAINAGE EASEMENT
 - LANDSCAPE EASEMENT
 - OPEN SPACE
 - PROPOSED 100 YEAR FLOODPLAIN (ATLAS 14)
 - 100 YEAR FEMA FLOODPLAIN



ORIGINAL SUBMITTAL DATE: SEPTEMBER 20, 2023

DATE: JANUARY 23, 2024

OWNER:
SANTA RITA KC, LLC
1700 CROSS CREEK LANE, STE. 100
LIBERTY HILL, TX 78642

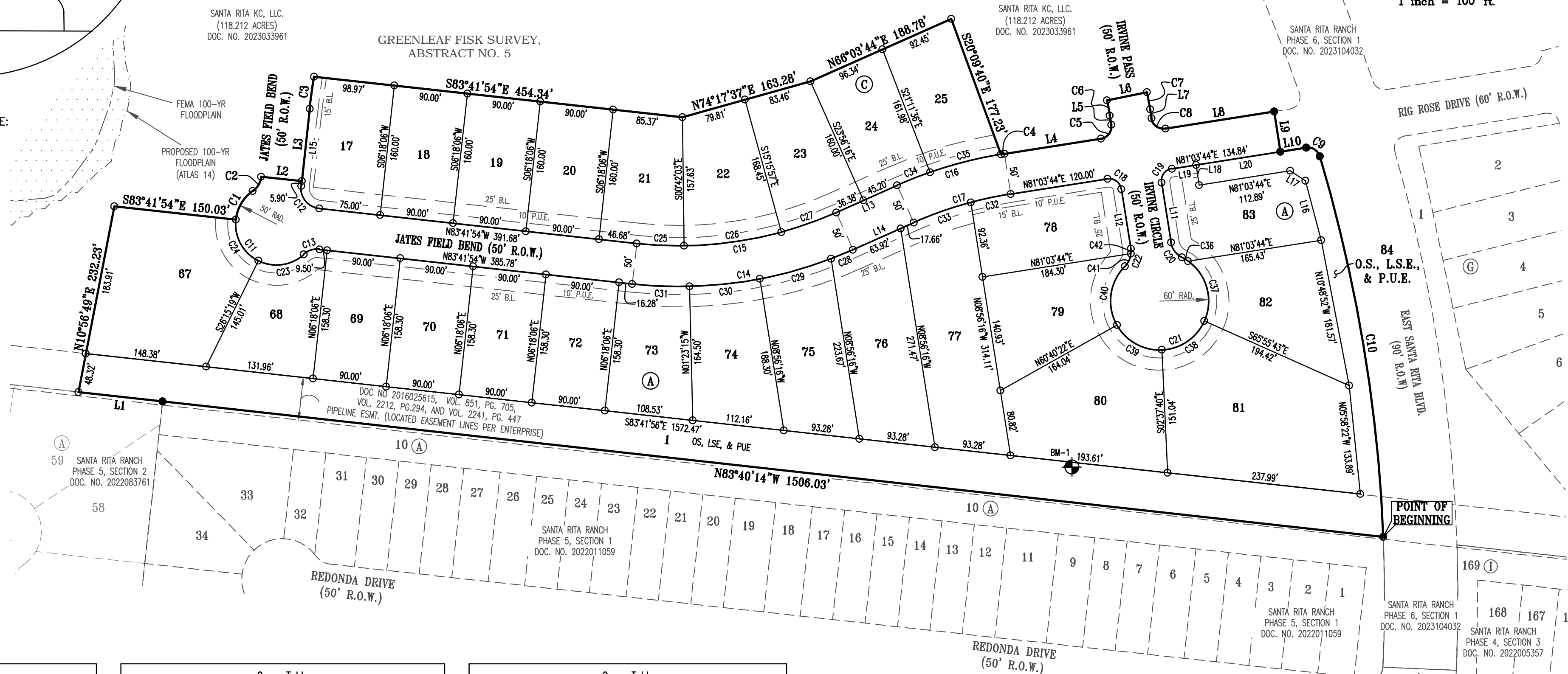
DEVELOPER:
SANTA RITA KC, LLC
1700 CROSS CREEK LANE, STE. 100
LIBERTY HILL, TX 78642

ENGINEER & SURVEYOR:
CARLSON, BRIGANCE & DOERING, INC.
5501 WEST WILLIAM CANNON DRIVE
AUSTIN, TEXAS 78749
(512) 280-5160 PHONE

TOTAL ACREAGE: 15.044 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	27
SINGLE FAMILY LOTS:	26
O.S., L.S.E. & P.U.E. LOTS:	1



Curve Table						
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
C1	42.05	50.00	N30°23'47"E	40.82	22.36	48°11'23"
C2	21.03	25.00	N30°23'47"E	20.41	11.18	48°11'23"
C3	39.97	775.00	N07°46'45"E	39.96	19.99	2°57'18"
C4	4.11	525.00	N80°50'17"E	4.11	2.05	0°26'53"
C5	23.56	15.00	N36°03'44"E	21.21	15.00	90°00'00"
C6	19.11	450.00	N10°09'16"W	19.11	9.56	2°26'00"
C7	21.23	500.00	S10°09'16"E	21.23	10.62	2°26'00"
C8	23.56	15.00	S5°56'16"E	21.21	15.00	90°00'00"
C9	21.55	15.00	S57°46'49"E	19.74	13.11	82°18'55"
C10	474.52	1900.00	S09°28'04"E	473.29	238.50	14°18'34"
C11	162.65	50.00	S38°41'54"E	99.85	897.21	186°22'46"
C12	39.27	25.00	S38°41'54"E	35.36	25.00	90°00'00"
C13	21.03	25.00	S72°12'24"W	20.41	11.18	48°11'23"
C14	277.08	525.00	N81°10'55"E	273.88	141.85	30°14'22"

Curve Table						
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
C15	250.69	475.00	N81°10'55"E	247.80	128.34	30°14'22"
C16	137.44	525.00	S73°33'44"W	137.05	69.12	15°00'00"
C17	124.35	475.00	S73°33'44"W	124.00	62.53	15°00'00"
C18	23.56	15.00	N5°56'16"W	21.21	15.00	90°00'00"
C19	23.56	15.00	S36°03'44"W	21.21	15.00	90°00'00"
C20	23.55	25.00	S35°55'19"E	22.69	12.73	5°58'05"
C21	301.53	60.00	N81°03'44"E	70.59	43.64	287°56'10"
C22	23.55	25.00	N18°02'46"E	22.69	12.73	5°58'05"
C23	59.47	50.00	S82°11'01"W	56.02	33.82	68°08'36"
C24	61.13	50.00	N28°43'17"W	57.39	35.04	70°02'47"
C25	58.05	475.00	S87°11'59"E	58.02	29.06	7°00'09"
C26	120.75	475.00	N82°01'00"E	120.42	60.70	14°33'54"
C27	71.89	475.00	N70°23'53"E	71.83	36.02	8°40'19"
C28	29.06	525.00	S67°38'52"W	29.05	14.53	3°10'17"

Curve Table						
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
C29	90.76	525.00	S74°11'10"W	90.65	45.50	9°54'20"
C30	86.81	525.00	S83°52'33"W	86.71	43.50	9°28'25"
C31	70.45	525.00	N87°32'34"W	70.40	35.28	7°41'20"
C32	50.09	475.00	S78°02'27"W	50.07	25.07	6°02'32"
C33	74.26	475.00	S70°32'27"W	74.19	37.21	8°57'28"
C34	43.43	525.00	N68°55'56"E	43.42	21.73	4°44'24"
C35	89.91	525.00	N75°42'29"E	89.80	45.06	9°48'43"
C36	8.76	60.00	S58°43'32"E	8.75	4.39	8°21'39"
C37	82.33	60.00	S15°14'13"E	76.02	49.12	78°37'00"
C38	66.29	60.00	S55°43'19"W	62.97	36.98	63°18'03"
C39	66.29	60.00	N60°58'39"W	62.97	36.98	63°18'03"
C40	77.87	60.00	N07°51'06"E	72.52	45.51	74°21'26"
C41	17.63	25.00	N24°49'48"E	17.27	9.20	40°24'02"
C42	5.92	25.00	N02°09'15"W	5.91	2.97	13°34'04"

Line Table		
Line #	Length	Direction
L1	103.88	N83°39'12"W
L2	50.00	S83°41'54"E
L3	89.15	N06°18'06"E
L4	120.00	N81°03'44"E
L5	11.35	N08°56'16"W
L6	50.00	N78°37'44"E
L7	11.35	S08°56'16"E
L8	134.84	N81°03'44"E
L9	50.00	S08°56'16"E

Line Table		
Line #	Length	Direction
L11	74.14	N08°56'16"W
L12	74.14	N08°56'16"W
L13	81.58	N66°03'44"E
L14	81.58	N66°03'44"E
L15	95.05	S06°18'06"W
L16	75.50	N14°58'22"W
L17	22.30	N56°57'19"W
L18	25.00	N08°56'16"W
L19	30.00	N81°03'45"E

SHEET NO. 1 OF 3

Carlson, Brigance & Doering, Inc.

FIRM ID #F3791

Civil Engineering
5501 West William Cannon
Phone No. (512) 280-5160

REG. # 10024900

Surveying
Austin, Texas 78749
Fax No. (512) 280-5165

SANTA RITA RANCH PHASE 6, SECTION 2

FINAL PLAT

METES AND BOUNDS

BEING ALL OF THAT CERTAIN 15.044 ACRE TRACT OF LAND OUT OF THE GREENLEAF FISK SURVEY, ABSTRACT NUMBER 5, SITUATED IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 118.212 ACRE TRACT OF LAND CONVEYED TO SANTA RITA KC, LLC, BY DEED RECORDED IN DOCUMENT NUMBER 2023033961, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND 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 15.044 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 NORTHEAST CORNER OF LOT 10, BLOCK A, SANTA RITA RANCH PHASE 5, SECTION 1, A SUBDIVISION RECORDED IN DOCUMENT NUMBER 2022011059, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, BEING ON THE WEST RIGHT-OF-WAY LINE OF EAST SANTA RITA BOULEVARD (90' R.O.W.), SAME BEING ON THE WEST LINE OF SANTA RITA RANCH PHASE 6, SECTION 1, A SUBDIVISION RECORDED IN DOCUMENT NUMBER 2023104032, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, FOR THE SOUTHEAST CORNER AND THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT OF LAND,

THENCE, N83°40'14"W, WITH THE NORTH LINE OF LOT 10, AND OVER AND ACROSS SAID 146.160 ACRE TRACT, A DISTANCE OF 1506.03 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE" FOR CORNER, BEING AT THE NORTHWEST CORNER OF LOT 10, SAME BEING AT THE NORTHEAST CORNER OF LOT 59, BLOCK A, SANTA RITA RANCH PHASE 5, SECTION 2, A SUBDIVISION RECORDED IN DOCUMENT NUMBER 2022083761, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS,

THENCE, N83°39'12"W, WITH THE NORTH LINE OF LOT 59, AND OVER AND ACROSS SAID 146.160 ACRE TRACT, A DISTANCE OF 103.88 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER, BEING ON THE NORTH LINE OF SAID LOT 59,

THENCE, OVER AND ACROSS SAID 146.160 ACRE TRACT, AND SAID 118.212 ACRE TRACT OF LAND, THE FOLLOWING TWENTY-ONE (21) COURSES AND DISTANCES, NUMBERED 1 THROUGH 21,

- 1) N10°56'49"E, A DISTANCE OF 232.23 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND,
- 2) S83°41'54"E, A DISTANCE OF 150.03 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,
- 3) ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 50.00 FEET, AN ARC LENGTH OF 42.05 FEET, AND A CHORD THAT BEARS N30°23'47"E, A DISTANCE OF 40.82 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER, BEING AT THE BEGINNING OF A CURVE TO THE LEFT,
- 4) ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 25.00 FEET, AN ARC LENGTH OF 21.03 FEET, AND A CHORD THAT BEARS N30°23'47"E, A DISTANCE OF 20.41 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
- 5) S83°41'54"E, A DISTANCE OF 50.00 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
- 6) N06°18'06"E, A DISTANCE OF 89.15 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,
- 7) ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 775.00 FEET, AN ARC LENGTH OF 39.97 FEET, AND A CHORD THAT BEARS N07°46'45"E, A DISTANCE OF 39.96 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
- 8) S83°41'54"E, A DISTANCE OF 454.34 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
- 9) N74°17'37"E, A DISTANCE OF 163.28 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
- 10) N66°03'44"E, A DISTANCE OF 188.78 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
- 11) S20°09'40"E, A DISTANCE OF 177.23 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,
- 12) ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 525.00 FEET, AN ARC LENGTH OF 4.11 FEET, AND A CHORD THAT BEARS N80°50'17"E, A DISTANCE OF 4.11 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
- 13) N81°03'44"E, A DISTANCE OF 120.00 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER, BEING AT THE BEGINNING OF A CURVE TO THE LEFT,
- 14) ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 15.00 FEET, AN ARC LENGTH OF 23.56 FEET, AND A CHORD THAT BEARS N36°03'44"E, A DISTANCE OF 21.21 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
- 15) N08°56'16"W, A DISTANCE OF 11.35 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER, BEING AT THE BEGINNING OF A CURVE TO THE LEFT,
- 16) ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 450.00 FEET, AN ARC LENGTH OF 19.11 FEET, AND A CHORD THAT BEARS N10°09'16"W, A DISTANCE OF 19.11 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
- 17) N78°37'44"E, A DISTANCE OF 50.00 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,
- 18) ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 500.00 FEET, AN ARC LENGTH OF 21.23 FEET, AND A CHORD THAT BEARS S10°09'16"E, A DISTANCE OF 21.23 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
- 19) S08°56'16"E, A DISTANCE OF 11.35 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER, BEING AT THE BEGINNING OF A CURVE TO THE LEFT,
- 20) ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 15.00 FEET, AN ARC LENGTH OF 23.56 FEET, AND A CHORD THAT BEARS S53°56'16"E, A DISTANCE OF 21.21 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER, AND
- 21) N81°03'44"E, A DISTANCE OF 134.84 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE" AT THE NORTH TERMINUS CORNER OF JATES FIELD BEND (50' R.O.W.), BEING AT A CORNER ON THE WEST LINE OF SAID SANTA RITA RANCH PHASE 6, SECTION 1, FOR THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND,

THENCE, WITH THE WEST LINE OF SAID SANTA RITA RANCH PHASE 6, SECTION 1, AND OVER AND ACROSS SAID 118.212 ACRE TRACT OF LAND, THE FOLLOWING FOUR (4) COURSES AND DISTANCES, NUMBERED 1 THROUGH 4,

- 1) S08°56'16"E, A DISTANCE OF 50.00 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE" FOR CORNER,
- 2) N81°03'44"E, A DISTANCE OF 31.81 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 21.55 FEET, AND A CHORD THAT BEARS S57°46'49"E, A DISTANCE OF 19.74 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, AND
- 4) ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 1900.00 FEET, AN ARC LENGTH OF 474.52 FEET, AND A CHORD THAT BEARS S09°28'04"E, A DISTANCE OF 473.29 FEET TO THE POINT OF BEGINNING, AND CONTAINING 15.044 ACRES OF LAND.

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 EXCEPT LOT 67, BLOCK A. THIS CERTIFICATE IS VALID UNTIL SUCH TIME AS FEMA REVISES OR NEWLY ADOPTS FLOODPLAIN BOUNDARIES IN THIS AREA.
3. A FLOODPLAIN DEVELOPMENT PERMIT MAY BE REQUIRED FOR LOT 67, BLOCK A PRIOR TO ANY CONSTRUCTION OR DEVELOPMENT. THE NEED FOR A FLOODPLAIN DEVELOPMENT PERMIT WILL BE DETERMINED BY WILLIAMSON COUNTY UPON REVIEW OF THE PROPOSED STRUCTURE LOCATION.
4. THE PROPOSED 100-YR WATER SURFACE ELEVATION PER ATLAS 14 SHOWN ON THE PLAT WAS DETERMINED BY A STUDY PREPARED BY CALRSON, BRIGANCE & DOERING, INC., DATED DECEMBER 9, 2021. THE MINIMUM FINISHED FLOOR ELEVATIONS SHOWN ON THE PLAT WERE DETERMINED BY ADDING ONE (1) FOOT TO THE PROPOSED 100-YR WATER SURFACE ELEVATION PER ATLAS 14.
5. 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.
6. MAINTENANCE RESPONSIBILITY FOR DRAINAGE WILL NOT BE ACCEPTED BY THE COUNTY OTHER THAN THAT ACCEPTED IN CONNECTION WITH DRAINING OR PROTECTING THE ROAD SYSTEM. MAINTENANCE RESPONSIBILITY FOR STORM WATER MANAGEMENT CONTROLS WILL REMAIN WITH THE OWNER.
7. ANY PROPOSED DEVELOPMENT THAT OBSTRUCTS OR DIVERTS FLOW WITHIN A DRAINAGE EASEMENT MAY NOT BE PERMITTED AND IS AT THE DISCRETION OF THE FLOODPLAIN ADMINISTRATOR.

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.

SHEET NO. 2 OF 3



SANTA RITA RANCH PHASE 6, SECTION 2

FINAL PLAT

STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS;
 COUNTY OF WILLIAMSON §

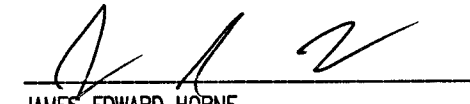
I, JAMES EDWARD HORNE, VICE PRESIDENT, SANTA RITA KC, LLC, OWNER OF THE CERTAIN CALLED 118.216 ACRE TRACT OF LAND CONVEYED BY DEED IN DOCUMENT NUMBER 2023033961, AND THE CERTAIN CALLED 148.160 ACRE TRACT OF LAND CONVEYED BY DEED RECORDED IN DOCUMENT NUMBER 2021157281, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, OUT OF AND A PART OF THE GREENLEAF FISK SURVEY, ABSTRACT NUMBER 5, SITUATED IN WILLIAMSON COUNTY, TEXAS, AND DO HEREBY SUBDIVIDE 15.044 ACRES, 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 6, SECTION 2 FINAL PLAT"

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 29 DAY OF January, 2024

SANTA RITA KC, LLC, A TEXAS LIMITED LIABILITY COMPANY

BY: MREM TEXAS MANAGER, LLC, A DELAWARE LIMITED LIABILITY COMPANY, ITS MANAGER

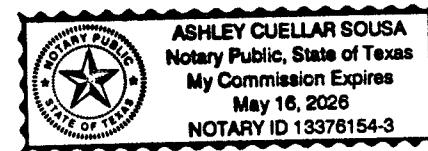

 JAMES EDWARD HORNE
 VICE PRESIDENT
 1700 CROSS CREEK LANE, STE. 100
 LIBERTY HILL, TX 78642

STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS;
 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 CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

WITNESS MY HAND AND SEAL OF OFFICE, THIS THE 29th DAY OF January, 2024 A.D.



 ASHLEY CUELLAR SOUSA
 NOTARY PUBLIC-IN AND FOR WILLIAMSON COUNTY, TEXAS



CONSENT OF MORTGAGEE

THE UNDERSIGNED, BEING THE HOLDER OF A DEED OF TRUST LIEN SECURED BY THE PROPERTY, 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, EXECUTES THIS DECLARATION SOLELY FOR THE PURPOSES OF EVIDENCING ITS CONSENT TO THE TERMS AND PROVISIONS HEREOF.

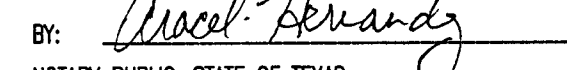
INTERNATIONAL BANK OF COMMERCE,
 A TEXAS BANKING ASSOCIATION

BY: 
 PRINTED NAME: JASON RANGEL
 TITLE: SENIOR VICE PRESIDENT

STATE OF TEXAS Travis
 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 25 DAY OF January, A.D., 2024

BY: 
 NOTARY PUBLIC, STATE OF TEXAS
 PRINTED NAME: Araceli Hernandez




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

1/30/2024
 DATE

ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS THE 25th DAY OF January, 2024 A.D.



 WILLIAMSON COUNTY ADDRESSING COORDINATOR
 WILLIAMSON COUNTY, TEXAS
 PRINTED NAME: Teresa Baker

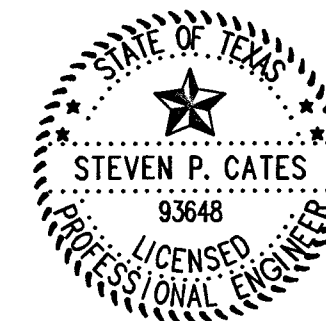
THIS FLOOD STATEMENT, AS DETERMINED BY A H.U.D.-F.I.A. FLOOD INSURANCE RATE MAP, DOES NOT IMPLY THAT THE PROPERTY OR THE IMPROVEMENTS THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. ON RARE OCCASIONS, GREATER FLOODS CAN AND WILL OCCUR, AND FLOOD HEIGHTS MAY INCREASE BY MAN-MADE OR NATURAL CAUSES. THIS STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF ENGINEER OR SURVEYOR.

STATE OF TEXAS:
 COUNTY OF WILLIAMSON:

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:  1/25/2024
 STEVEN P. CATES, P.E. NO. 93648 DATE
 CARLSON, BRIGANCE & DOERING, INC.
 5501 WEST WILLIAM CANNON DRIVE,
 AUSTIN, TEXAS 78749



CARLSON, BRIGANCE, & DOERING, INC.
 ID # F3791

STATE OF TEXAS:
 COUNTY OF WILLIAMSON:

I, ERIC JOHN DANNHEIM, 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 AS SHOWN ON THE COMMITMENT FOR TITLE INSURANCE ISSUED BY STEWART TITLE GUARANTY COMPANY, OF NO. 1800327-COM, EFFECTIVE DATE JANUARY 23, 2018, ISSUED DATE JANUARY 31, 2018 ARE SHOWN OR NOTED ON THE PLAT. DATE OF SURVEY: OCTOBER 10, 2018

SURVEYED BY:  1/25/24
 ERIC JOHN DANNHEIM, R.P.L.S. NO. 6075 DATE
 CARLSON, BRIGANCE & DOERING, INC.
 5501 WEST WILLIAM CANNON DRIVE,
 AUSTIN, TEXAS 78749
 EDANNHEIM@cbdeng.com



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 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. 3 OF 3



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

Commissioners Court - Regular Session

31.

Meeting Date: 02/13/2024

Final plat for the Santa Rita Ranch Phase 7A Section 2 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 7A Section 2 subdivision – Precinct 2.

Background

This is the next section of the Santa Rita Ranch Phase 7A development. It consists of 48 single family lots, 4 open space/landscape easement/public utility lots and 2,330 linear feet of new public roads. Roadway and drainage construction is not yet complete, but a performance bond in the amount of \$10,103,110.00 has been posted with the County to cover the cost of the remaining construction.

Timeline

2023-08-28 – initial submittal of the final plat

2023-09-11 – 1st review complete with comments

2024-02-05 – 2nd submittal of final plat with signatures

2024-02-06 – 2nd review complete with comments clear

2024-02-08 – final plat placed on the February 13, 2024 Commissioners Court agenda for consideration

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

final plat - Santa Rita Ranch Ph 7A Sec 2

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Adam Boatright

Final Approval Date: 02/08/2024

Reviewed By

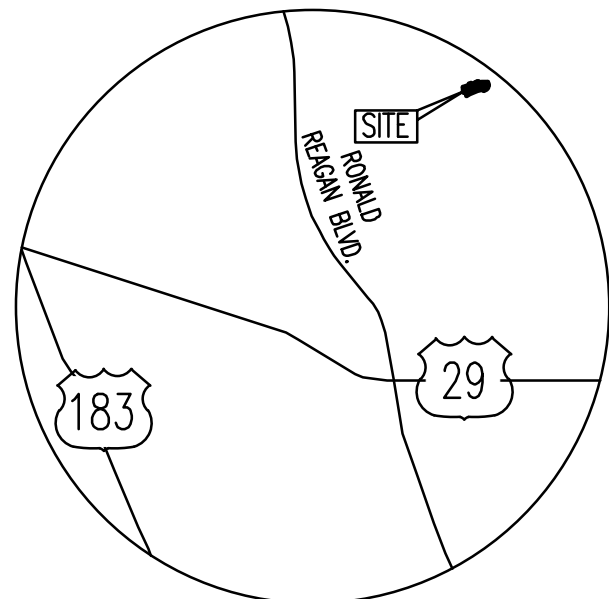
Becky Pruitt

Date

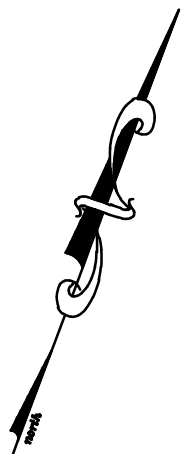
02/08/2024 11:42 AM

Started On: 02/08/2024 11:26 AM

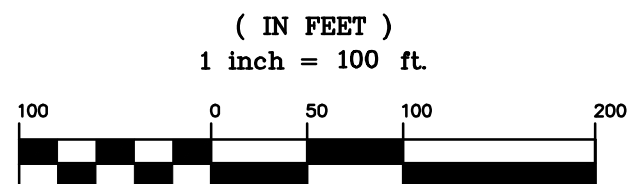
SANTA RITA RANCH PHASE 7A, SECTION 2 FINAL PLAT



VICINITY MAP
APPROX. SCALE:
1"=2000'



GRAPHIC SCALE



ORIGINAL SUBMITTAL DATE: AUGUST 28, 2023

DATE: JANUARY 23, 2024

OWNER:
SANTA RITA KC, LLC
1700 CROSS CREEK LANE, STE. 100
LIBERTY HILL, TX 78642

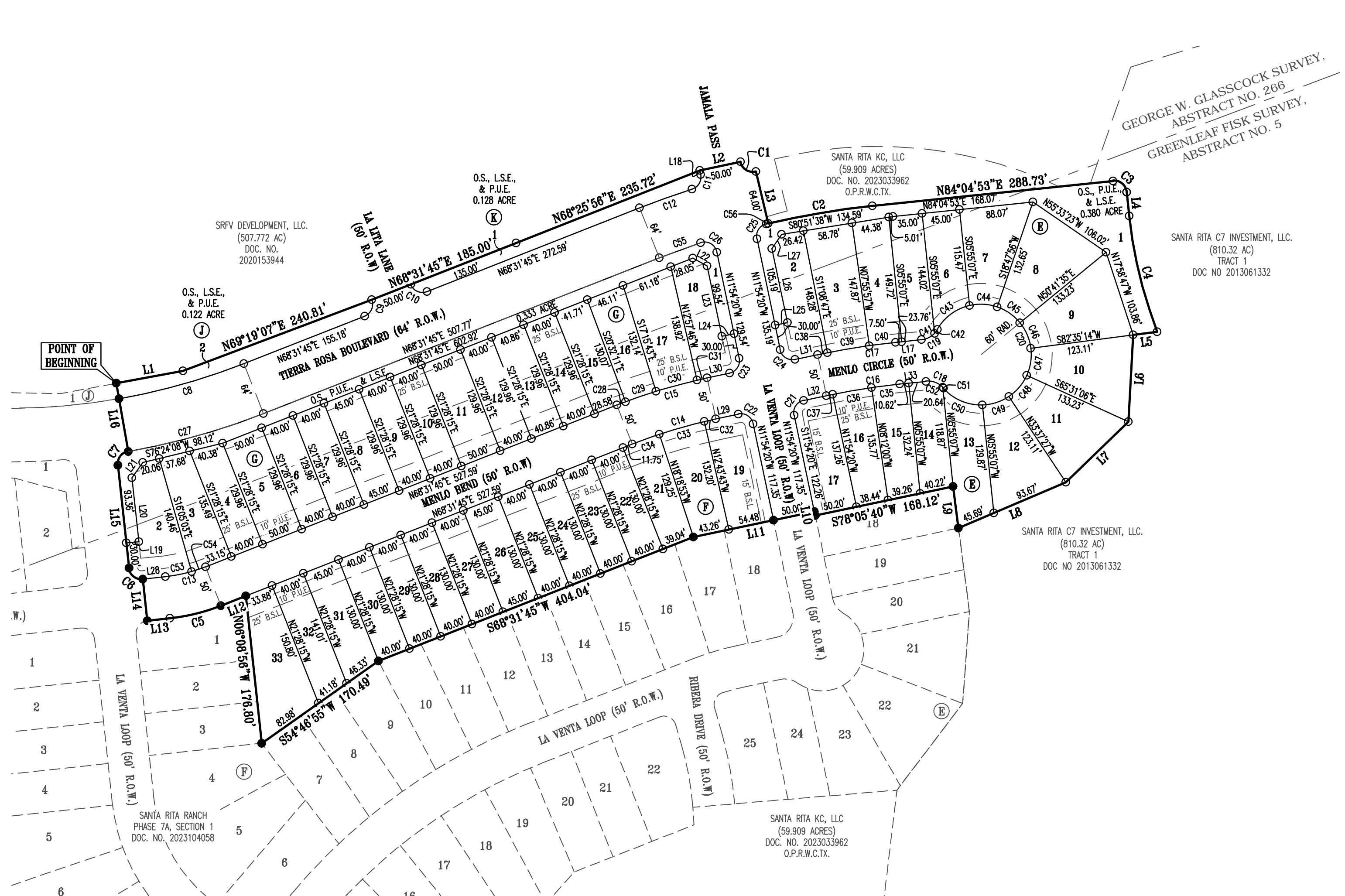
DEVELOPER:
SANTA RITA KC, LLC
1700 CROSS CREEK LANE, STE. 100
LIBERTY HILL, TX 78642

ENGINEER & SURVEYOR:
CARLSON, BRIGANCE & DOERING, INC.
5501 WEST WILLIAM CANNON DRIVE
AUSTIN, TEXAS 78749
(512) 280-5160 PHONE

F.E.M.A. MAP NO. 48491C0275E
WILLIAMSON COUNTY, TEXAS AND
INCORPORATED AREAS.
DATED: SEPTEMBER 26, 2008

TOTAL ACREAGE: 10.760 ACRES
SURVEY: GREENLEAF FISK SURVEY, ABSTRACT NO. 5 AND
GEORGE W. GLASSCOCK SURVEY, ABSTRACT NO. 266

- LEGEND**
- 1/2" IRON ROD FOUND WITH "CBD SETSTONE" CAP
 - 1/2" CAPPED IRON ROD SET WITH "CBD SETSTONE" CAP
 - B.S.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



ROAD TABLE

STREET NAMES	LINEAR FOOTAGE	R.O.W. WIDTH	PAVEMENT WIDTH	DESIGN SPEED	DESIGNATION	CLASSIFICATION
JAMALA PASS	49'	50' R.O.W.	33' FOC-FOC	25 M.P.H.	PUBLIC	LOCAL
LA LITA LANE	47'	50' R.O.W.	33' FOC-FOC	25 M.P.H.	PUBLIC	LOCAL
LA VENTA LOOP	378'	50' R.O.W.	33' FOC-FOC	25 M.P.H.	PUBLIC	LOCAL
MENLO BEND	787'	50' R.O.W.	33' FOC-FOC	25 M.P.H.	PUBLIC	LOCAL
MENLO CIRCLE	259'	50' R.O.W.	33' FOC-FOC	25 M.P.H.	PUBLIC	LOCAL
TIERRA ROSA BLVD.	810'	64' R.O.W.	48' FOC-FOC	35 M.P.H.	PUBLIC	MAJOR COLLECTOR
TOTAL	2,330'					

TOTAL OF LOTS	52
SINGLE FAMILY LOTS:	48
O.S., L.S.E. & P.U.E. LOTS:	4

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

SANTA RITA RANCH PHASE 7A, SECTION 2

FINAL PLAT

Curve Table						
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
C1	23.95	15.00	S57°38'48"E	21.49	15.39	91°28'55"
C2	126.18	968.00	N80°20'49"E	126.09	63.18	7°28'08"
C3	23.56	15.00	S50°55'07"E	21.21	15.00	90°00'00"
C4	142.54	530.00	S13°37'25"E	142.11	71.70	15°24'35"
C5	62.84	235.00	S76°11'25"W	62.66	31.61	15°19'19"
C6	23.56	15.00	N51°08'56"W	21.21	15.00	90°00'00"
C7	22.58	15.00	N36°58'08"E	20.50	14.05	86°14'08"
C8	154.92	768.00	N74°18'28"E	154.66	77.72	11°33'27"
C9	23.56	15.00	N23°31'45"E	21.21	15.00	90°00'00"
C10	23.56	15.00	S66°28'15"E	21.21	15.00	90°00'00"
C11	22.03	15.00	N30°09'34"E	20.10	13.54	84°07'49"
C12	66.56	1032.00	N70°22'37"E	66.55	33.29	3°41'43"
C13	49.47	185.00	N76°11'25"E	49.33	24.88	15°19'19"
C14	104.34	625.00	S73°18'42"W	104.22	52.29	9°33'55"
C15	112.69	675.00	S73°18'42"W	112.56	56.47	9°33'55"
C16	88.82	850.00	S81°05'16"W	88.78	44.45	5°59'13"
C17	94.04	900.00	S81°05'16"W	94.00	47.06	5°59'13"
C18	23.55	25.00	N68°56'05"W	22.69	12.73	53°58'05"
C19	23.55	25.00	N57°05'50"E	22.69	12.73	53°58'05"

Curve Table						
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
C20	301.53	60.00	N05°55'07"W	70.59	43.64	287°56'10"
C21	23.56	15.00	S33°05'40"W	21.21	15.00	90°00'00"
C22	23.56	15.00	N56°54'20"W	21.21	15.00	90°00'00"
C23	23.56	15.00	N33°05'40"E	21.21	15.00	90°00'00"
C24	23.56	15.00	S56°54'20"E	21.21	15.00	90°00'00"
C25	23.14	15.00	S32°16'49"W	20.91	14.58	88°22'19"
C26	25.25	15.00	N60°07'52"W	22.37	16.79	96°27'04"
C27	167.83	832.00	N74°18'28"E	167.54	84.20	11°33'27"
C28	11.01	675.00	N68°59'47"E	11.01	5.50	0°56'04"
C29	38.58	675.00	N71°06'03"E	38.57	19.29	3°16'28"
C30	50.65	675.00	N74°53'16"E	50.64	25.34	4°17'57"
C31	12.45	675.00	N77°33'57"E	12.45	6.23	1°03'25"
C32	13.98	625.00	S77°27'13"W	13.98	6.99	1°16'53"
C33	55.93	625.00	S74°14'57"W	55.92	27.99	5°07'39"
C34	34.43	625.00	S70°06'26"W	34.42	17.22	3°09'22"
C35	33.85	850.00	S82°56'26"W	33.84	16.93	2°16'53"
C36	47.25	873.35	S80°15'00"W	47.24	23.63	3°05'59"
C37	7.72	365.31	S78°05'40"W	7.72	3.86	1°12'41"
C38	11.93	900.00	N78°28'26"E	11.93	5.96	0°45'33"

Curve Table						
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
C39	50.48	900.00	N80°27'38"E	50.48	25.25	3°12'50"
C40	31.63	900.00	N83°04'28"E	31.63	15.82	2°00'50"
C41	17.66	25.00	N63°50'34"E	17.30	9.22	40°28'38"
C42	5.89	25.00	N36°51'31"E	5.87	2.96	13°29'28"
C43	48.99	60.00	N53°30'07"E	47.64	25.95	46°46'40"
C44	33.41	60.00	S87°09'18"E	32.98	17.15	31°54'29"
C45	33.40	60.00	S55°15'14"E	32.97	17.14	31°53'39"
C46	33.40	60.00	S23°21'35"E	32.97	17.14	31°53'39"
C47	33.40	60.00	S08°32'04"W	32.97	17.14	31°53'39"
C48	33.40	60.00	S40°25'43"W	32.97	17.14	31°53'39"
C49	33.40	60.00	S72°19'22"W	32.97	17.14	31°53'39"
C50	52.13	60.00	N66°50'25"W	50.50	27.84	49°46'46"
C51	1.41	25.00	N43°33'59"W	1.41	0.71	3°13'53"
C52	22.14	25.00	N70°33'01"W	21.42	11.85	50°44'12"
C53	32.08	185.00	N78°53'01"E	32.04	16.08	9°56'07"
C54	17.39	185.00	N71°13'21"E	17.39	8.70	5°23'12"
C55	52.61	968.00	S70°05'10"W	52.60	26.31	3°06'51"
C56	2.47	968.00	S76°32'22"W	2.47	1.23	0°08'46"

GENERAL:

- BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203), NAD83. ELEVATIONS ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD '88).
- THIS SUBDIVISION LIES WITHIN THE CITY OF LIBERTY HILL EXTRA-TERRITORIAL JURISDICTION.
- 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.
- ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS.

DRAINAGE AND FLOODPLAIN:

- 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.
- 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.
- 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.
- 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:

- NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTION IS MADE TO AN APPROVED PUBLIC SEWER SYSTEM.
- NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL WATER SATISFACTORY FOR HUMAN CONSUMPTION IS AVAILABLE FROM A SOURCE IN ADEQUATE AND SUFFICIENT SUPPLY.
- WATER SERVICE IS PROVIDED BY: WILLIAMSON COUNTY MUD 19G/GEORGETOWN UTILITY SYSTEMS
- WASTEWATER SERVICE IS PROVIDED BY: WILLIAMSON COUNTY MUD 19G/CITY OF LIBERTY HILL
- ELECTRIC SERVICE IS PROVIDED BY: PEC

ROADWAY AND RIGHT-OF-WAY:

- 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.
- SIDEWALKS SHALL BE MAINTAINED BY THE HOMEOWNERS' ASSOCIATION.
- DRIVEWAY ACCESS TO LOTS WITHIN THIS SUBDIVISION FROM SIDE STREETS IS PROHIBITED.
- 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.
- 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.
- 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.
- A PUBLIC UTILITY EASEMENT TEN (10') FOOT WIDE IS HEREBY DEDICATED ADJACENT TO ALL RIGHT-OF-WAY.

Line Table		
Line #	Length	Direction
L1	81.03	N79°34'08"E
L2	50.00	N78°05'40"E
L3	64.00	S13°23'15"E
L4	28.63	S05°55'07"E
L5	29.17	S82°35'14"W
L6	103.86	S03°09'16"W
L7	103.86	S45°48'31"W
L8	139.36	S66°56'35"W
L9	50.15	N07°27'11"W
L10	4.92	N11°54'20"W
L11	147.74	S78°05'40"W
L12	31.96	S68°31'45"W
L13	27.08	S83°51'04"W
L14	50.00	N06°08'56"W
L15	123.36	N06°08'56"W
L16	82.64	N09°54'48"W
L17	31.26	N84°04'53"E
L18	5.14	N11°54'20"W

Line Table		
Line #	Length	Direction
L19	15.00	S83°51'04"W
L20	76.57	S06°08'56"E
L21	22.55	S35°06'54"W
L22	19.32	S61°41'18"E
L23	85.97	N11°54'20"W
L24	15.00	N78°05'40"E
L25	15.00	N78°05'40"E
L26	90.19	N11°54'20"W
L27	20.69	N34°28'39"E
L28	27.08	N83°51'04"E
L29	27.40	N78°05'40"E
L30	27.40	N78°05'40"E
L31	27.48	N78°05'40"E
L32	27.48	N78°05'40"E
L33	31.26	N84°04'53"E

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

SANTA RITA RANCH PHASE 7A, SECTION 2

FINAL PLAT

METES AND BOUNDS

BEING ALL OF THAT CERTAIN 10.760 ACRE TRACT OF LAND, SITUATED IN THE GREENLEAF FISK SURVEY, ABSTRACT NUMBER 5, AND THE GEORGE W. GLASSCOCK SURVEY, ABSTRACT NUMBER 266, BOTH IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 59.909 ACRE TRACT OF LAND CONVEYED TO SANTA RITA KC, LLC BY DEED RECORDED IN DOCUMENT NUMBER 2023033962, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, A PORTION OF A CALLED 2.526 ACRE TRACT OF LAND CONVEYED TO SANTA RITA KC, LLC BY DEED RECORDED IN DOCUMENT NUMBER 2023085782, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, AND ALL OF A CALLED 0.008 ACRE TRACT OF LAND CONVEYED TO SANTA RITA KC, LLC BY DEED RECORDED IN DOCUMENT NUMBER 2023085782, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, SAID 10.760 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 NORTHEAST CORNER OF LOT 1, BLOCK J, SANTA RITA RANCH PHASE 7A, SECTION 1, A SUBDIVISION RECORDED IN DOCUMENT NUMBER 2023104058, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, BEING ON THE NORTH LINE OF SAID 2.526 ACRE TRACT OF LAND, FOR THE NORTHWEST CORNER AND THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT OF LAND,

THENCE, WITH THE NORTH LINE OF SAID 2.526 ACRE TRACT OF LAND, OVER AND ACROSS A CALLED 507.772 ACRE TRACT OF LAND CONVEYED TO SRFV DEVELOPMENT, LLC BY DEED RECORDED IN DOCUMENT NUMBER 2020153944, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, AND OVER AND ACROSS SAID 59.909 ACRE TRACT OF LAND, THE FOLLOWING SIX (6) COURSES AND DISTANCES, NUMBERED 1 THROUGH 6,

- 1) N79°34'06"E, A DISTANCE OF 81.03 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
- 2) N69°19'07"E, A DISTANCE OF 240.81 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
- 3) N68°31'45"E, A DISTANCE OF 185.00 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
- 4) N68°25'56"E, A DISTANCE OF 235.72 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
- 5) N78°05'40"E, A DISTANCE OF 50.00 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER, BEING AT THE BEGINNING OF A CURVE TO THE LEFT, AND
- 6) ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 15.00 FEET, AN ARC LENGTH OF 23.95 FEET, AND A CHORD THAT BEARS S57°38'48"E, A DISTANCE OF 21.49 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,

THENCE, CONTINUING OVER AND ACROSS SAID 59.909 ACRE TRACT OF LAND, THE FOLLOWING THREE (3) COURSES AND DISTANCES, NUMBERED 1 AND 3,

- 1) S13°23'15"E, A DISTANCE OF 64.00 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
- 2) ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 968.00 FEET, AN ARC LENGTH OF 126.18 FEET, AND A CHORD THAT BEARS N80°20'49"E, A DISTANCE OF 126.09 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER, AND
- 3) N84°04'53"E, PASSING THE NORTH LINE OF SAID 59.909 ACRE TRACT OF LAND, AND THE NORTHWEST AND NORTHEAST CORNERS OF SAID 0.008 ACRE TRACT OF LAND, A DISTANCE OF 288.73 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,

THENCE, WITH THE NORTH AND EAST LINES OF SAID 59.909 ACRE TRACT OF LAND, AND OVER AND ACROSS A CALLED 810.32 ACRE TRACT OF LAND (TRACT 1) CONVEYED TO SANTA RITA C7 INVESTMENTS, LLC BY DEED RECORDED IN DOCUMENT NUMBER 20136061332, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS,

THE FOLLOWING SEVEN (7) COURSES AND DISTANCES, NUMBERED 1 THROUGH 7,

- 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 S50°55'07"E, A DISTANCE OF 21.21 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
- 5) S05°55'07"E, A DISTANCE OF 28.63 FEET TO A CAPPED 1/2 INCH IRON ROD SET 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 530.00 FEET, AN ARC LENGTH OF 142.54 FEET, AND A CHORD THAT BEARS S13°37'25"E, A DISTANCE OF 142.11 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
- 7) S82°35'14"W, A DISTANCE OF 29.17 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
- 8) S03°09'16"W, A DISTANCE OF 103.86 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
- 9) S45°48'31"W, A DISTANCE OF 103.86 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER, AND
- 10) S66°56'35"W, A DISTANCE OF 139.36 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE" AT THE SOUTHEAST CORNER OF LOT 18, BLOCK E, AND THE NORTHEAST CORNER OF LOT 19, BLOCK E, SAID SANTA RITA RANCH PHASE 7A, SECTION 1, FOR CORNER,

THENCE, OVER AND ACROSS SAID 59.909 ACRE TRACT OF LAND, PARTIALLY OVER AND ACROSS SAID 2.526 ACRE TRACT OF LAND, AND WITH THE EAST, NORTH AND WEST LINES OF SAID SANTA RITA RANCH PHASE 7A, SECTION 1, THE FOLLOWING FIFTEEN (15) COURSES AND DISTANCES, NUMBERED 1 THROUGH 15,

- 1) N07°27'11"W, A DISTANCE OF 50.15 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE" FOR CORNER,
- 2) S78°05'40"W, A DISTANCE OF 168.12 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE" FOR CORNER,
- 3) N11°54'20"W, A DISTANCE OF 4.92 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE" FOR CORNER,
- 4) S78°05'40"W, A DISTANCE OF 147.74 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE" FOR CORNER,
- 5) S68°31'45"W, A DISTANCE OF 404.04 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE" FOR CORNER,
- 6) S54°46'55"W, A DISTANCE OF 170.49 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE" FOR CORNER,
- 7) N06°08'56"W, A DISTANCE OF 176.80 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE" FOR CORNER,
- 8) S68°31'45"W, A DISTANCE OF 31.96 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,
- 9) ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 235.00 FEET, AN ARC LENGTH OF 62.84 FEET, AND A CHORD THAT BEARS S76°11'25"W, A DISTANCE OF 62.66 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE" FOR CORNER,
- 10) S83°51'04"W, A DISTANCE OF 27.08 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE" FOR CORNER,
- 11) N06°08'56"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,
- 12) 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 N51°08'56"W, A DISTANCE OF 21.21 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE" FOR CORNER,
- 13) N06°08'56"W, A DISTANCE OF 123.36 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,
- 14) ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 15.00 FEET, AN ARC LENGTH OF 22.58 FEET, AND A CHORD THAT BEARS N36°58'08"E, A DISTANCE OF 20.50 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE" FOR CORNER, AND
- 15) N09°54'48"W, A DISTANCE OF 82.64 FEET TO THE POINT OF BEGINNING AND CONTAINING 10.760 ACRES OF LAND.

SHEET NO. 3 OF 4



SANTA RITA RANCH PHASE 7A, SECTION 2 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 A CALLED 59.909 ACRE TRACT OF LAND CONVEYED BY DEED RECORDED IN DOCUMENT NUMBER 2023033962, A CALLED 0.008 ACRE TRACT OF LAND CONVEYED BY DEED RECORDED IN DOCUMENT NUMBER 2023085782, AND A CALLED 2.256 ACRE TRACT OF LAND CONVEYED BY DEED RECORDED IN DOCUMENT NUMBER 2023085782, ALL IN OF THE OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, SITUATED IN THE GREENLEAF FISK SURVEY, ABSTRACT NUMBER 5, AND GREENLEAF FISK SURVEY, ABSTRACT NUMBER 5, WILLIAMSON COUNTY, TEXAS, AS SHOWN HEREON, AS SHOWN HEREON, AND DO HEREBY SUBDIVIDE SAID 10.760 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 7A, SECTION 2 FINAL PLAT"

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 29 DAY OF January, 2024

SANTA RITA KC, LLC.
 A TEXAS LIMITED PARTNERSHIP

BY: MREM TEXAS MANAGER, LLC,
 A DELAWARE LIMITED LIABILITY COMPANY, ITS MANAGER

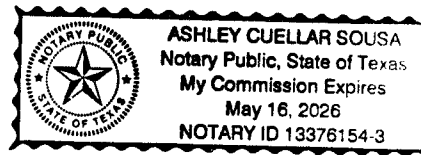
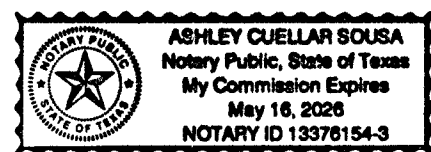
BY: [Signature]
 JAMES EDWARD HORNE, VICE PRESIDENT
 1700/CROSS CREEK LANE, STE. 100
 LIBERTY HILL, TX 78642

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 29th DAY OF January, 2024 A.D.

[Signature]
 ASHLEY CUELLAR SOUSA
 NOTARY PUBLIC IN AND FOR WILLIAMSON COUNTY, TEXAS



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: [Signature]
 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 26 DAY OF January, A.D., 2024

BY: [Signature]
 NOTARY PUBLIC, STATE OF TEXAS

PRINTED NAME: Araceli Hernandez

MY COMMISSION EXPIRES 6-02-2024



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.

[Signature] 1/30/2024
 PAUL BRANDENBURG, CITY MANAGER
 CITY OF LIBERTY HILL, TEXAS

ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS THE 26 DAY OF January, 2024 A.D.

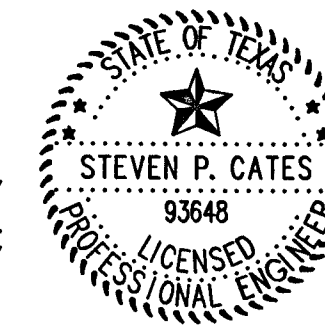
[Signature]
 WILLIAMSON COUNTY ADDRESSING COORDINATOR
 WILLIAMSON COUNTY, TEXAS
[Signature]
 PRINTED NAME: Cindy Bridges

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: [Signature] 1/26/2024
 STEVEN P. CATES, P.E. NO. 93648 DATE
 CARLSON, BRIGANCE & DOERING, INC.
 5501 WEST WILLIAM CANNON DRIVE,
 AUSTIN, TEXAS 78749



CARLSON, BRIGANCE, & DOERING, INC.
 ID # F3791

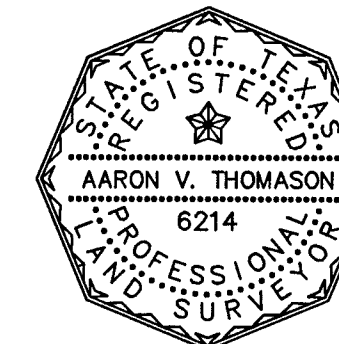
THIS FLOOD STATEMENT, AS DETERMINED BY A H.U.D.-F.I.A. FLOOD INSURANCE RATE MAP, DOES NOT IMPLY THAT THE PROPERTY OR THE IMPROVEMENTS THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. ON RARE OCCASIONS, GREATER FLOODS CAN AND WILL OCCUR, AND FLOOD HEIGHTS MAY INCREASE BY MAN-MADE OR NATURAL CAUSES.

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: [Signature] 26 Jan 2024
 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 §
 § KNOW ALL MEN BY THESE PRESENTS;
 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

Commissioners Court - Regular Session

32.

Meeting Date: 02/13/2024

CARES Termination Letter

Submitted By: Michael Knipstein, EMS

Department: EMS

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the approval of the Mutual Termination Agreement with UT Health for the Cardiac Arrest Registry to Enhance Survival Program.

Background

UT Health will no longer be the program administrator for CARES and requests that the Memorandum of Understanding effective 12/3/2021 be terminated as outlined in the MOU.

Fiscal Impact

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

Attachments

Termination Agreement

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Michael Knipstein

Final Approval Date: 02/07/2024

Reviewed By

Becky Pruitt

Date

02/07/2024 11:05 AM

Started On: 02/07/2024 10:52 AM

MUTUAL TERMINATION AGREEMENT

This Mutual Termination Agreement (“Termination Agreement”) is entered into effective on the 30th day of January 2024, by and between The University of Texas Health Science Center at Houston (“UTHealth”) and Williamson County Emergency Medical Services (“WC EMS”).

RECITALS

WHEREAS, UTHealth and the WC EMS entered into a Memorandum of Understanding effective December 3, 2021 (“MOU”), whereby WC EMS would provide funding support for UTHealth’s responsibilities as state coordinator for the Cardiac Arrest Registry to Enhance Survival (“CARES”) Program; and

WHEREAS, the parties now desire to mutual terminate the Agreement.

NOW, THEREFORE, the parties hereby agree as follows:

1. The parties mutually agree that the MOU shall terminate effective as of January 30, 2024. Each party shall be responsible for all obligations accruing through the effective date of termination.

IN WITNESS WHEREOF, the parties have caused this Termination Agreement to be executed by their duly authorized representatives.

The University of Texas Health
Science Center at Houston

Williamson County Emergency
Medical Services

By: T. Kevin Dillon
T. Kevin Dillon
Sr. EVP, Chief Operating Officer

By: _____
Name: _____
Title: _____

APPROVED AS TO LEGAL FORM
on behalf of UTHealth
dsl 1/24/2024
By: _____

Commissioners Court - Regular Session

33.

Meeting Date: 02/13/2024

Facility Use & Indemnity Agreement with Boy Scouts 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 approving the Williamson County Facility Use and Indemnity Agreement with Boy Scouts of America for the Sheriff's Office.

Background

The Boy Scouts will be working on an Eagle Scout project at the Firing Range located at 3901 CR 130 in Hutto building a wooden portable K9 obstacle course training aids.

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Certificate of Insurance
Boy Scout Use Agreement

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	02/02/2024 08:26 AM
Sheriff (Originator)	Starla Hall	02/02/2024 04:04 PM
Hal Hawes	Hal Hawes	02/02/2024 04:23 PM
County Judge Exec Asst.	Becky Pruitt	02/05/2024 02:05 PM
Form Started By: Starla Hall		Started On: 02/01/2024 03:42 PM
Final Approval Date: 02/05/2024		



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02-01-2024

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 Marsh & McLennan Agency LLC 8144 Walnut Hill Lane, 16th Floor Dallas TX 75231	CONTACT NAME: Laura Craig PHONE (A/C, No., Ext): 972-770-1402 E-MAIL ADDRESS: laura.craig@marshmma.com	FAX (A/C, No): 972-770-1699	
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Boy Scouts of America, National Council and All of its affiliates and subsidiaries CAPITOL AREA COUNCIL #564 12500 N. IH 35 AUSTIN, TX 78753	INSURER A : Evanston Insurance Company		35378
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES **CERTIFICATE NUMBER:** 1851896660 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			V3P0009142	3/1/2023	3/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 7,000,000 PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate holder is named as an additional insured by virtue of a written or oral contract or by the issuance/existence of a permit or certificate of insurance but only with respect to operations by or on behalf of the Insured, or to facilities of, or facilities used by the Insured and then only of the limits of liability specified in such contract for the event specified. Primary and Non-Contributory applies as required by written contract or agreement. Waiver of Subrogation applies when required by written contract or agreement. Sexual Molestation coverage is incorporated in the policy and addressed by endorsement and is subject to the policy period, terms, limits and conditions of the policy.

For All Official Scouting Activities

CERTIFICATE HOLDER **CANCELLATION**

WILLIAMSON COUNTY
710 S. MAIN ST.
GEORGETOWN, TX 78626

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



WILLIAMSON COUNTY FACILITY USE AND INDEMNITY AGREEMENT

This Williamson County Facility Use and Indemnity Agreement (“Agreement”) is 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, **Boy Scouts of America** (“BSA”), and **Georgetown Troop 151** (“Scouting Unit”), all of which are referred to herein as the parties.

I. Use of Facilities

- a. The County agrees to provide appropriate facilities, located at {3901 CR 130, Hutto, TX 78634} (the “Facilities”), and does hereby grant permission for the Scouting Unit, its members, volunteers, personnel, guests, and invitees to use said Facilities for a Scouting Unit project, i.e., building wooden, portable, K9 obstacle course training aids (“Scouting Activities”). To the extent that the County property includes spaces for parking motor vehicles, the County agrees that, and hereby grants permission for, the Scouting Unit, its members, volunteers, personnel, guests, and invitees to make use of such parking spaces as are not already occupied at the time of the Scouting Units use of the Facilities.
- b. The Scouting Unit further acknowledges and understands that the County may not, and has not obligation to, make available any County personnel or volunteers in or around the Facilities for the benefit of the Scouting Unit or the Scouting Activities.
- c. The Scouting Unit agrees to return the Facilities to their original condition at the end of all Scouting Activities, including any garbage/waste deposited in appropriate receptacles. The Scouting Unit acknowledges and agrees that if the Scouting Unit damages the Facilities, the Scouting Unit will be responsible for any repair costs within ten (10) business days after the County provides written documentation of such costs.
- d. The Scouting Unit agrees to take reasonable care of the Facilities and to abide by all rules, regulations, and policies applicable to the Facilities and their use. The Scouting Unit acknowledges and agrees, however, that the following are always prohibited anywhere within the Facilities or elsewhere on the County’s property, whether indoors or outside, regardless of whether the County has formally adopted a written policy to the same effect: smoking, tobacco use of any nature, possession or consumption of alcohol, and the possession or use of illegal substances.
- e. The Scouting Unit acknowledges and understands that there are risks associated with the use of the Facilities. The Scouting Unit acknowledges and agrees that it has inspected the Facilities and accepts them for use in their present condition, with all faults, if any, and agrees that the County makes no representation or warranty

with respect to the Facilities, including their condition or their suitability and fitness for the Scouting Unit's intended use.

- f. The Scouting Unit agrees that its use of the Facilities shall comply with all applicable local, state, and federal laws and regulations.

II. Insurance and Indemnification

a. Indemnification

- i. THE SCOUTING UNIT AND THE BSA AGREE TO DEFEND, AND TO THE FULLEST EXTENT PERMITTED BY LAW, INDEMNIFY AND HOLD HARMLESS THE COUNTY AND ITS RESPECTIVE OFFICIALS, OFFICERS, AGENTS, EMPLOYEES AND REPRESENTATIVES (COLLECTIVELY, "PROTECTED PARTIES"), FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, LIABILITY, INJURIES, LOSSES, DAMAGES, OR COSTS, INCLUDING (WITHOUT LIMITATION) LITIGATION FEES, INVESTIGATIVE COSTS, AND COURT COSTS (COLLECTIVELY, "LOSSES" OR "CLAIMS"), ASSERTED OR SUSTAINED BY ANY SCOUT, SCOUTING UNIT, MEMBER, VISITOR, VOLUNTEER, OR ANY OTHER PERSON, ARISING OUT OF OR IN ANY WAY CONNECTED, DIRECTLY OR INDIRECTLY, WITH SCOUTING, WITH SCOUTING ACTIVITIES, WITH THE ACTIONS OF ANY SCOUT LEADER OR WITH THE USE OF THE COUNTY'S PROPERTY FOR SCOUTING ACTIVITIES, WHETHER OR NOT THE LOSSES, CLAIMS, OR THEIR CAUSES ARE FORESEEN OR UNFORESEEN, OR UNRELATED TO SCOUTING OBJECTIVES.
- ii. Such defense includes providing a legal defense to all protected parties using legal counsel that owes a duty of loyalty and zealous advocacy undiminished by any duties that may be owed to BSA or other parties. In civil actions filed or threatened against the county, BSA shall confer with the county over the selection of legal counsel to defend the protected parties, and BSA and county shall make a good faith effort to agree upon legal counsel to represent the protected parties, taking account of any relevant terms in BSA's insurance policies. This good faith discussion shall include the question of whether or not separate counsel should be retained to represent the interests of the protected parties.

b. Insurance

- i. The Scouting Unit and the BSA agree to provide Commercial General Liability (GL) to cover Losses or Claims as defined above. At a minimum, such insurance:
 - 1. GL coverage shall be written on an occurrence basis, with limits of \$1,000,000 each occurrence and \$2,000,000 annual aggregate.

2. As set forth in the GL policy, shall provide coverage for:
 - a. Bodily injury, sickness or disease including illness or death of any person;
 - b. Physical bodily injury;
 - c. Damages caused by physical damage or destruction of tangible property;
 - d. Contractual liability covering the BSA's obligation to defend, indemnify, and hold harmless the Protected Parties under this Agreement, including any and all costs of defense of any claim for which any Protected Party is entitled to coverage by virtue of being named as an Additional Insured.
3. Shall name the County as Additional Insured on all primary and excess policies needed to provide the limits of insurance specified in this Agreement.
 - ii. Within ten (10) days after signing this Agreement, BSA shall provide a certificate of insurance confirming the existence of the coverages, limits, and endorsements meeting the requirements set forth in this Agreement.

III. Term of Use and Termination

- a. The Scouting Unit may use the Facilities upon providing reasonable notice to the County. "Reasonable Notice" shall be defined as Ten (10) business days prior to the intended use. The Scouting Unit shall submit a written request for use, specifying the date, time, and purpose of use. The County shall make reasonable efforts to accommodate such requests, subject to availability and any scheduling conflicts.
- b. This Agreement shall be in full force and effect as of the date of the last party's execution below and shall continue for six (6) months.
- c. Either party may terminate this Agreement, without cause, upon thirty (30) days written notice to the other party.

SIGNATURES TO FOLLOW

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed by their duly authorized representatives on behalf of such party.

WILLIAMSON COUNTY:

Judge Bill Gravell, Jr.
County Judge

Date: _____, 20

BOY SCOUTS OF AMERICA:

Ryan Roberts

Printed Name



Authorized Signature

Date: 11/20/23, 20

Commissioners Court - Regular Session

34.

Meeting Date: 02/13/2024

Approval of Purchase for Fleet Vehicles for Fiscal Year 2023-2024 - Countywide Departments to Caldwell County Chevrolet/Ford for County Departments

Submitted For: Joy Simonton

Submitted By: Joy Simonton, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to issue a Purchase Order to Caldwell Country Chevrolet/Ford for 35 approved fleet vehicles for Fiscal Year 24 in the amount of \$1,790,662.96.

Background

The Commissioners Court approved the award of IFB #23IFB26 Fleet Vehicles Fiscal Year 2023-2024 - Countywide Departments to Caldwell Country Chevrolet/Ford on 7/10/23 and authorized a non-binding Letter of Intent ordering strategy. Pricing has now been obtained for the FY 24 order. The list of approved vehicles and associated pricing is attached. Approval of this item will authorize a Purchase Order to be issued to Caldwell Country Chevrolet/Ford reflecting purchase of approved list of both replacement and new vehicles. Department points of contact are Joy Simonton and Kevin Teller.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Recommended Summary FY 24
Caldwell Country Chevy Form 1295

Form Review

Inbox

Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Joy Simonton
Final Approval Date: 02/08/2024

Reviewed By

Joy Simonton
Becky Pruitt

Date

02/07/2024 03:44 PM
02/08/2024 09:23 AM
Started On: 02/07/2024 02:49 PM

005700 FY2024 Recommended Summary - FY 24

						FY 24 Quote from Caldwell Country
	Department Name	Position (If New)		Unit Type	Replacing	
Total Fund						
	01-0100-0440	DISTRICT ATTORNEY				
1	1	Chevy Tahoe CIVILIAN	Investigator	2WD CIVILIAN Tahoe; Black	New	\$53,408.00
	01-0100-0509	FACILITIES MANAGEMENT				
2	1	F-250 Long bed 2WD Regular Cab		2024 F-250 Long bed 2WD Regular Cab; WHITE	Replacement	BB1042 \$46,480.00
3	1	Ford Transit T-250	Fire Alarm and Sprinkler	2024 Ford Tansit T-250; White	New	\$53,061.04
	01-0100-0542	FIRE MARSHAL SPEC OPS/HAZMAT				
4	1	F-150 Police Responder XL 4WD		2024 F-150 Police Responder XL 4WD - WHITE	New	\$50,475.00
5	1	4WD Chevy Tahoe Special Service Vehicle	Fire Marshal Captain	2024 4WD Chevy Tahoe Special Service Vehicle (SSV) - WHITE	Replacement	ZB1502 \$52,685.36
	01-0100-0551	CONSTABLE PRECINCT 1				
6	1	Chevy Tahoe 2WD PPV		2WD Tahoe PPV; Black	Replacement	1B1812 \$50,898.16
7	1	Chevy Tahoe 2WD PPV	Deputy Constable	2WD Tahoe PPV; Black	New	\$50,898.16
	01-0100-0552	CONSTABLE PRECINCT 2				
8	1	Chevy Tahoe 2WD PPV		2WD Tahoe PPV; Black	Replacement	2B1997 \$50,898.16
	01-0100-0554	CONSTABLE PRECINCT 4				
9	1	Chevy Tahoe 2WD PPV	Deputy Constable	2WD Tahoe PPV; Black	New	\$50,898.16
10	1	Chevy Tahoe 2WD PPV		2WD Tahoe PPV; Black	Replacement	4B1823 \$50,898.16
11	1	Chevy Tahoe 2WD PPV		2WD Tahoe PPV; Black	Replacement	4B1921 \$50,898.16
	01-0100-0560	COUNTY SHERIFF				
12	1	Chevy Tahoe 2WD PPV		2WD Tahoe PPV; Black	New	\$50,898.16
13	1	Chevy Tahoe 2WD PPV		2WD Tahoe PPV; Black	New	\$50,898.16
14	1	Chevy Tahoe 2WD PPV		2WD Tahoe PPV; Black	New	\$50,898.16
15	1	Chevy Tahoe 2WD PPV		2WD Tahoe PPV; Black	New	\$50,898.16
16	1	Chevy Tahoe 2WD PPV		2WD Tahoe PPV; Black	Replacement	SB1977 \$50,898.16
17	1	Chevy Tahoe 2WD PPV		2WD Tahoe PPV; Black	Replacement	SB1978 \$50,898.16
18	1	Chevy Tahoe 2WD PPV		2WD Tahoe PPV; Black	Replacement	SB1980 \$50,898.16
19	1	Chevy Tahoe 2WD PPV		2WD Tahoe PPV; Black	Replacement	SB1987 \$50,898.16
20	1	Chevy Tahoe 2WD PPV		2WD Tahoe PPV; Black	Replacement	SB1864 \$50,898.16
21	1	Chevy Tahoe 2WD PPV		2WD Tahoe PPV; Black	Replacement	SB1867 \$50,898.16
22	1	Chevy Tahoe 2WD PPV		2WD Tahoe PPV; Black	Replacement	SB1868 \$50,898.16
23	1	Chevy Tahoe 2WD PPV		2WD Tahoe PPV; Black	Replacement	SB1871 \$50,898.16
24	1	Chevy Tahoe 2WD PPV		2WD Tahoe PPV; Black	Replacement	SB1872 \$50,898.16
25	1	Chevy Tahoe 2WD PPV		2WD Tahoe PPV; Black	Replacement	SB1957 \$50,898.16
26	1	Chevy Tahoe 2WD PPV		2WD Tahoe PPV; Black	Replacement	SB1958 \$50,898.16
27	1	Chevy Tahoe 2WD PPV		2WD Tahoe PPV; Black	Replacement	SB1959 \$50,898.16
28	1	Chevy Tahoe 2WD PPV		2WD Tahoe PPV; Black	Replacement	SB1963 \$50,898.16
29	1	Chevy Tahoe 2WD PPV		2WD Tahoe PPV; Black	Replacement	SB1968 \$50,898.16
30	1	Chevy Tahoe 2WD PPV		2WD Tahoe PPV; Black	Replacement	SB1971 \$50,898.16
31	1	Chevy Tahoe 2WD PPV		2WD Tahoe PPV; Black (adding cooperative fee \$400)	Replacement	SB1975 \$51,298.16
32	1	Community Outreach-F150 Crew Cab		Ford F150, Crew Cab (4-Door); Black	Replacement	SB1677 Fulfilled - Alternate Vendor
33	1	F150 Crew Cab 4x4	UC	Ford F150, Crew Cab (4-Door); Maroon	Replacement	SB1654 \$51,940.00
34	1	CID-F150 Crew Cab		Ford F150, Crew Cab (4-Door); Black	Replacement	SA1524 Fulfilled - Alternate Vendor
35	1	K9-Tahoe		2WD Tahoe PPV; Black	Replacement	SB1743 \$50,898.16
36	1	K9-Tahoe		2WD Tahoe PPV; Black	Replacement	SB1990 \$50,898.16
37	1	F250 XL Crew Cab long bed 4x4; Black	Livestock	F250 XL Crew Cab long bed 4x4; Black	New	\$57,065.08
	01-0100-0661	ON SITE SEWAGE				
38	1	F-150 Ext Cab		2024 Ford F150 Ext Cab; WHITE	Replacement	6B1364 Fulfilled - Alternate Vendor
39	1	F-150 Ext Cab		2024 Ford F150 Ext Cab; WHITE	Replacement	6B1679 Fulfilled - Alternate Vendor
40	1	F-150 Ext Cab	Sanitarian II	2024 Ford F150 Ext Cab; WHITE	New	Fulfilled - Alternate Vendor
	01-0200-0210	UNIFIED ROAD SYSTEM				
41	1	F-150 Ext Cab 4x4		2024 Ford F150 Ext Cab 4x4 (4WD); WHITE - 6.5 Ft Bed	Replacement	UB1539 Fulfilled - Alternate Vendor
42	1	F-250 Reg Cab		2024 Ford F250 Reg Cab; WHITE - 8 Ft Bed	Replacement	UB1551 Fulfilled - Alternate Vendor
43	1	F-250 Reg Cab		2024 Ford F250 Reg Cab; WHITE - 8 Ft Bed	Replacement (Now F350)	UB1553 Fulfilled - Alternate Vendor
45	1	F250 Crew Cab	Rehab Crew	2024 Ford F250 Crew Cab; WHITE - 8Ft Bed	New	Fulfilled - Alternate Vendor

\$1,790,662.96

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

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

Caldwell Country Chevrolet
 Caldwell, TX United States

Certificate Number:
 2024-1121274

Date Filed:
 02/07/2024

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

Williamson County

Date Acknowledged:

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

IFB #231FB26
 Countywide Fleet Vehicles

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
KNAPP, Averyt	Caldwell, TX United States	X	
SLATER, Ryan	Caldwell, TX United States	X	

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is Kaybee Nelson, and my date of birth is [REDACTED].

My address is PO BOX 27 (street), Caldwell (city), TX (state), 77830 (zip code), USA (country).

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

Executed in Burleson County, State of Texas, on the 7 day of Feb, 2024 (month) (year).

Kaybee Nelson
 Signature of authorized agent of contracting business entity (Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

**OFFICE USE ONLY
CERTIFICATION OF FILING**

Certificate Number:
2024-1121274

Date Filed:
02/07/2024

Date Acknowledged:
02/07/2024

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Caldwell Country Chevrolet
Caldwell, 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.
IFB #231FB26
Countywide Fleet Vehicles

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	KNAPP, Averyt	Caldwell, TX United States	X	
	SLATER, Ryan	Caldwell, 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

35.

Meeting Date: 02/13/2024

Award of RFP #23RFP111 RFP Williamson County Fiber Optic Cabling Expansion to Brycomm Communication Services, LLC D/B/A Brycomm LLC

Submitted For: Joy Simonton

Submitted By: Brenda Fuller, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on awarding #23RFP111 Williamson County Fiber Optic Expansion to Brycomm Communication Services, LLC D/B/A Brycomm LLC, in the amount of \$8,081,857.00 and authorize execution of the agreement. Funding source is ARPA 445P.

Background

Williamson County received five (5) submissions from one hundred (100) document takers and advertised to over one thousand five hundred and eighteen (1,518) vendors seeking proposals from experienced companies, for the installation of outside fiber, consisting of both aerial and underground pathways, connecting Williamson County buildings throughout the county to be responsible for the full scope project, including survey, permitting, construction costs, necessary right-of-way, attaching to existing poles, setting poles, boring and to pull boxes. Funding source is ARPA 445P. Department contact is Richard Semple.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

- Agreement
- Proposed Routing Maps
- Recommendation Letter
- Evaluation Scoring Summary
- 1295 Form BryComm,LLC redacted

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	02/07/2024 01:01 PM
County Judge Exec Asst.	Becky Pruitt	02/08/2024 09:06 AM
Form Started By: Brenda Fuller		Started On: 01/29/2024 08:41 AM
Final Approval Date: 02/08/2024		



Agreement for Construction Services

This Agreement for Construction Services (“Agreement”) between **Williamson County, Texas**, a political subdivision of the State of Texas (“Owner” or “County”) and **Brymer Communication Services, LLC D/B/A BryComm LLC** (“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 Williamson County Fiber Optic Cabling Expansion Project (Williamson County RFP# 23RFP111) (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 **Eight Million Eighty-One Thousand Eight Hundred Fifty-Seven Dollars (\$8,081,857.00)** 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 **Nine Hundred (900) calendar days** from the date the Work is commenced pursuant to the notice to proceed; 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 **One Hundred (100) calendar days from 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.

4.1.1 It is known by both parties that extreme weather conditions are unforeseeable and could cause delays to both Substantial Completion and Final Completion. In the event that extreme weather conditions do occur, Contractor shall notify Owner of any extreme

weather delays within ten (10) days and shall retain a running log of all submitted extreme weather delay notices.

- 4.1.2 If the permitting agency states that there will be a change to design ahead of any such segment, Contractor shall quantify a cost impact and submit to Owner within fifteen (15) business days. Owner shall approve and accept such cost impact by written notice within ten (10) business days and subsequently provide approval and additional funds for the change to the segment design. A delay in acceptance by Owner will directly result in a delay to the project schedule. If a delay does occur under these circumstances, Owner shall provide an extension of time to the project schedule by written notice to Contractor within five (5) business days subsequent to the ten (10) business days' notice of acceptance.

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 **Five Hundred Dollars (\$500.00) 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.

4.2.4 Notwithstanding any other provision in this Agreement, Contractor shall not be liable for liquidated damages as set forth in Article 4.2, and the Contract Time as set forth in Article 4.1 shall be suitably extended, in the event of delays caused primarily by the Authorities Having Jurisdiction (“AHJ”) in the permit approval process. This exemption applies only if Contractor has promptly responded to all requests and requirements posed by the AHJ.

4.2.4.1 Contractor is required to demonstrate due diligence in its dealings with the AHJ, including timely submission of necessary documents and prompt responses to inquiries or requests for revisions by the AHJ. Contractor shall notify the Owner in writing within ten (10) business days of becoming aware of any potential or actual delay caused by the AHJ, providing details of the delay and anticipated impact on the project schedule.

4.2.4.2 In the event of such a delay, Contractor and the Owner shall engage in good faith negotiations to determine a reasonable extension of the Contract Time, taking into account the duration of the AHJ-caused delay and its impact on the overall project schedule. Such extensions shall be documented in writing and agreed upon by both parties.

4.2.4.3 This exemption shall not apply to delays caused by Contractor’s failure to comply with the requirements of the AHJ, or delays due to Contractor’s negligence or willful misconduct in the permit application process.

ARTICLE 5 PAYMENT:

5.1 Schedule Of Values

Contractor shall submit to the Owner, before the first Application for Payment, a schedule of values allocating the entire Contract Price 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.

5.2 Applications For Payment

5.2.1 Contractor shall submit to the Owner an itemized Application for Payment prepared in accordance with the schedule of values 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 may require, such as copies of requisitions from subcontractors and material suppliers and shall reflect retainage if provided for in the Agreement.

5.2.1.1 Such applications may include requests for payment on account of changes in the

Work that have been properly authorized by written Change Orders.

5.2.1.2 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.

5.2.1.3 If requested by Owner or required elsewhere in the Agreement, 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 (if any) 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.

5.2.2 Unless otherwise provided in the Agreement, 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.

5.2.3 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.

5.2.3.1 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), provided the Owner has paid Contractor pursuant to the requirements of the Agreement. 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.

5.2.3.2 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, including, without limitation, the duty to defend and indemnify Owner.

5.2.3.3 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 Price.

5.2.3.4 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.

5.3 Certificates For Payment

5.3.1 The Owner will, within seven (7) business days after receipt of the Contractor's Application for Payment, issue a Certificate for Payment, with a copy to the Contractor, for such amount as the Owner determines is properly due, or notify the Contractor in writing of the Owner's reasons for withholding certification in whole or in part as provided.

5.3.2 The issuance of a Certificate for Payment will constitute a representation by the Owner, based on the Owner's evaluation of the Work and the data comprising the Application for Payment, that, to the best of the Owner'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 Agreement. The foregoing representations are subject to an evaluation of the Work for conformance with

the Agreement upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Agreement prior to completion and to specific qualifications expressed by the Owner. 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 Owner 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 Price.

5.4 Decisions To Withhold Certification

5.4.1 The Owner may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Owner's opinion the representations to the Owner required herein cannot be made. If the Owner is unable to certify payment in the amount of the Application, the Owner will notify the Contractor. If the Contractor or Contractor and Owner, as the case may be, cannot agree on a revised amount, the Owner will promptly issue a Certificate for Payment for the amount that can be certified. The Owner 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's opinion to protect the Owner from loss for which the Contractor is responsible because of:

5.4.1.1 defective Work not remedied;

5.4.1.2 third party claims filed or reasonable evidence indicating probable filing of such claims;

5.4.1.3 failure of the Contractor to make payments properly to subcontractors or for labor, materials or equipment;

5.4.1.4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Price;

5.4.1.5 damage to the Owner or a separate contractor;

5.4.1.6 failure to maintain the scheduled progress, or reasonable evidence that the Work will not be completed within the Contract Time;

5.4.1.7 failure to comply with the requirements of Texas Government Code, Chapter 2258 (Prevailing Wage Law);

5.4.1.8 failure to include sufficient documentation to support the amount of payment requested for the Project;

5.4.1.9 failure to obtain, maintain, or renew insurance coverage, payment/performance bonds or warranty bond required by the Agreement; or

5.4.1.10 repeated failure to carry out the Work in accordance with the Agreement.

5.4.2 When the above reasons for withholding certification are removed, certification will be made

for amounts previously withheld.

5.5 Progress Payments

- 5.5.1** The Owner shall make payment in the manner and within the time provided in the Agreement and in accordance with Texas Government Code, Chapter 2251.
- 5.5.2** The Contractor shall pay each subcontractor and material and equipment suppliers no later than ten (10) calendar days after receipt of payment from the Owner the amount to which the subcontractor or material and equipment suppliers is entitled. Payments to subcontractors may reflect the 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.
- 5.5.3** 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. The Owner shall not have an obligation to pay or to see to the payment of money to a subcontractor, except as may otherwise be required by law.
- 5.5.4** 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 Agreement.

5.6 Failure Of Payment

- 5.6.1** If the Owner is required to issue Certificates for Payment and, through no fault of the Contractor, the Owner fails to timely issue Certificates for Payment in the time permitted in the Agreement, or if the Owner does not pay the Contractor by the date established in the Agreement, then the Contractor may, upon twenty-one (21) business days written notice to the Owner, stop the Work until payment of the amount owing has been received.
- 5.6.2** If the Owner is entitled to reimbursement or payment from the Contractor under or pursuant to the Agreement, such payment shall be made promptly upon demand by the Owner. Notwithstanding anything contained in the Agreement 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 Price 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 Price by an amount equal to that which the

Owner is entitled.

5.7 Substantial Completion

- 5.7.1** 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 Agreement 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.
- 5.7.2** 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 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 Agreement.
- 5.7.3** Upon receipt of the Contractor's punch list, the Owner will examine the Work to determine whether the Work or designated portion thereof is substantially complete. If the Owner's examination discloses any item, whether or not included on the Contractor's punch list, that is not sufficiently complete in accordance with the Agreement, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Owner. In such case, the Contractor shall then submit a request for another examination by the Owner to determine Substantial Completion.
- 5.7.4** When the Work or designated portion thereof is substantially complete, the 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 Agreement shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.
- 5.7.5** 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 of Substantial Completion. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage.

5.8 Partial Occupancy or Use

- 5.8.1** 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, 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 Agreement. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Owner as provided herein. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld.

- 5.8.2** Immediately prior to partial occupancy or use, the Owner and Contractor 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.
- 5.8.3** 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 Agreement.

5.9 Final Completion and Final Payment

- 5.9.1** 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 will make such inspection and, when the Owner finds the Work acceptable under the Agreement and the Agreement fully performed, the Owner will issue a final Certificate for Payment for the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. All warranties and guarantees required under or pursuant to the Agreement shall be assembled and delivered by the Contractor to the Owner as part of the final Application for Payment. The final Certificate for Payment will not be issued by the Owner until all warranties and guarantees have been received and accepted by the Owner.
- 5.9.2** Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Owner (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 Agreement 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 Agreement, (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 Agreement, to the extent and in such form as may be designated by the Owner.
- 5.9.3** 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 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 .
- .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 except the Workers' Compensation and Employer's Liability.** These insurance policies shall contain the appropriate additional insured endorsement signed by a person authorized by that insurer to bind coverage on its behalf.
 - 6.5.6** The furnishing of the above listed insurance coverage, as may be modified by the Agreement, must be tendered prior to execution of the Agreement/Contract, and in no event later than ten (10) days from Notice of Award. Failure to provide the insurance in a timely fashion may result in loss of Contractor's bid bond.
 - 6.5.7** Owner reserves the right to review the insurance requirements set forth herein during the Agreement and to make reasonable adjustments to the insurance coverage and their limits when deemed necessary and prudent by the Owner based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Contractor.
 - 6.5.8** Owner shall be entitled, upon request, and without expense, to receive complete copies of the policies with all endorsements and may make any reasonable requests for deletion, or revision or modification of particular policy terms, conditions, limitations, or exclusions, except where policy provisions are established by law or regulation binding upon the Parties or the underwriter of any of such policies. Damages caused by the Contractor and not covered by insurance shall be paid by the Contractor.
 - 6.5.9** Contractor shall be responsible for payment of premiums for all of the insurance coverages required hereunder. Contractor further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Contractor is responsible hereunder, Contractor shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over \$75,000 in the Contractor's insurance must be declared and approved in writing by Owner in advance.

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

ARTICLE 7 INDEMNITY:

7.1 INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, Contractor SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF OWNER'S CHOOSING), AND HOLD HARMLESS OWNER, AND OWNER'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF INDEMNITEES' GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF CONTRACTOR, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE PROJECT SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK. CONTRACTOR HEREBY INDEMNIFIES THE INDEMNITEES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE SOLE, COMPARATIVE OR CONCURRENT NEGLIGENCE 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, 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, BUT ONLY TO THE EXTENT CAUSED IN WHOLE OR IN PART 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.

7.2 Except for the obligation of Owner to pay Contractor the Contract Price pursuant to the terms of this Agreement, and to perform certain other obligations pursuant to the terms and conditions explicitly set forth herein, Owner shall have no liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this

Agreement. Notwithstanding any obligation or liability of Owner to Contractor, no present or future partner or affiliate of Owner or any agent, officer, director, or employee of Owner, Williamson County, or of the various departments comprising Williamson County, or anyone claiming under Owner has or shall have any personal liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Agreement.

ARTICLE 8 WARRANTY:

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

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

ARTICLE 9 PREVAILING WAGE RATE:

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

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

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

9.2 Prevailing Wage Schedule. Pursuant to Texas Government Code Section 2258.022(2), the general prevailing rate of per diem wages for each craft or type of worker needed to execute the Contract and the prevailing rate for legal holiday and overtime work shall be the most recent prevailing wage rate for Williamson County, Texas for building construction as determined by the

United States Department of Labor in accordance with the Davis-Bacon Act (40 U.S.C. Section 276a et seq.), and its subsequent amendments, which are published and can be obtained online at <https://sam.gov/search/?index=dbra> (the "Prevailing Wage Schedule"). Should the Contractor at any time become aware that a particular skill or trade not reflected on the Prevailing Wage Schedule will be or is being employed in the Work, whether by the Contractor or by a subcontractor, the Contractor shall promptly inform the Owner and shall specify a wage rate for that skill or trade, which shall bind the Contractor.

9.3 Penalty for Violation. The Contractor and any Subcontractor shall pay to the Owner a penalty of sixty dollars (\$60,00) for each worker employed for each calendar day, or portion thereof, that the worker is paid less than the wage rates stipulated in the Prevailing Wage Schedule or any supplement or update thereto pursuant to provisions above. The Contractor and each Subcontractor shall keep, or cause to be kept, an accurate record showing the names and occupations of all workers employed in connection with the Work, and showing the actual per diem wages paid to each worker, which records shall be open at all reasonable hours for the inspection by the Owner.

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

9.5 Arbitration Required if Violation not Resolved. After the Owner makes its initial determination, the affected Contractor or Subcontractor and worker have fourteen (14) days in which to resolve the issue of whether a violation occurred, including the amount that should be retained by Owner or paid to the affected worker. If the Contractor or Subcontractor and affected worker reach an agreement concerning the worker's claim, the Contractor shall promptly notify the Owner in a written document signed by the worker. If the Contractor or Subcontractor and affected worker do not agree before the fifteenth (15th) day after the Owner's determination, the Contractor or Subcontractor and affected worker must participate in binding arbitration in accordance with the Texas General Arbitration Act, Chapter 171, Tex. Civ. Prac. & Rem. Code. The parties to the arbitration have ten (10) days after the expiration of the fifteen (15) days referred to above, to agree on an arbitrator; if by the eleventh (11th) day there is no agreement to an arbitrator, a district court shall appoint an arbitrator on the petition of any of the parties to the arbitration.

9.6 Arbitration Award. If an arbitrator determines that a violation has occurred, the arbitrator shall assess and award against the Contractor or Subcontractor the amount of penalty as provided herein and the amount owed the worker. The Owner may use any amounts retained hereunder to pay the worker the amount as designated in the arbitration award. If the Owner has not retained enough from the Contractor or Subcontractor to pay the worker in accordance with the arbitration

award, the worker has a right of action against the Contractor and Subcontractor as appropriate, and the surety of either to receive the amount owed, attorneys' fees and court costs. The Contractor shall promptly furnish a copy of the arbitration award to the Owner.

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

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

ARTICLE 10 BONDS:

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

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

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

ARTICLE 11 TERMINATION OR SUSPENSION OF THE AGREEMENT

11.1 Termination by Contractor

If one of the reasons described below exists, the Contractor may, upon thirty (30) business days written notice to the Owner, terminate the Agreement and recover from the Owner payment for

Work executed, including reasonable overhead, profit, and costs incurred by reason of such termination:

- 11.1.1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- 11.1.2 An act of government, such as a declaration of national emergency that requires all Work to be stopped;
- 11.1.3 Because the Owner has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in the Agreement, or because the Owner has not made payment on an undisputed Certificate for Payment within the time stated in the Agreement; or
- 11.1.4 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 further 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 FEDERAL FUNDING REQUIREMENTS

12.1 The following additional requirements may be applicable related to the Coronavirus Aid, Relief and Economic Security Act (CARES) and The American Rescue Plan Act (ARPA) (C.F.D.A. 21027) where funding mandates legal compliance:

12.1.1 Use of Funds

Contractor understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing. Contractor will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.

12.1.2 Period of Performance

The period of performance for this award begins on the date hereof and ends on no later than December 31, 2026. As set forth in Treasury's implementing regulations, Contractor may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021 and ends on December 31, 2024.

12.1.3 Reporting

Contractor agrees to comply with any reporting obligations established by Treasury as they relate to this award.

12.1.4 Maintenance of and Access to Records

Contractor shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.

The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Contractor in order to conduct audits or other investigations.

Records shall be maintained by Contractor for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.

12.1.5 Pre-award Costs

Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.

12.1.6 Administrative Costs

Contractor may use funds provided under this award to cover both direct and indirect costs.

12.1.7 Cost Sharing

Cost sharing or matching funds are not required to be provided by Contractor.

12.1.8 Conflicts of Interest

Contractor understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Contractor and subcontractors must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

12.1.9 Compliance with Applicable Law and Regulations

Contractor agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Contractor also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Contractor shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.

Federal regulations applicable to this award include, without limitation, the following:

Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.

Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.

Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.

OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

Contractor Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.

Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.

New Restrictions on Lobbying, 31 C.F.R. Part 21.

Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.

Generally applicable federal environmental laws and regulations.

Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:

Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;

Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;

The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and

Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

12.1.10 Remedial Actions

In the event of Contractor's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section

603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.

12.1.11 Hatch Act

Contractor agrees to comply, as applicable, with requirements of the Hatch Act (5 §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

12.1.12 False Statements

Contractor understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

12.1.13 Publications

Any publications produced with funds from this award must display the following language: “This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Contractor] by the U.S. Department of the Treasury.”

12.1.14 Debts Owed the Federal Government

Any funds paid to Contractor (1) in excess of the amount to which Contractor is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Contractor shall constitute a debt to the federal government.

Any debts determined to be owed the federal government must be paid promptly by Contractor. A debt is delinquent if it has not been paid by the date specified in Treasury’s initial written demand for payment, unless other satisfactory arrangements have been made or if the Contractor knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

12.1.15 Disclaimer

The United States expressly disclaims any and all responsibility or liability to Contractor or third persons for the actions of Contractor or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.

The acceptance of this award by Contractor does not in any way establish an agency relationship between the United States and Contractor.

12.1.16 Protections for Whistleblowers

In accordance with 41 U.S.C. § 4712, Contractor may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

The list of persons and entities referenced in the paragraph above includes the following:

- A member of Congress or a representative of a committee of Congress;
- An Inspector General;
- The Government Accountability Office;
- A Treasury employee responsible for contract or grant oversight or management;
- An authorized official of the Department of Justice or other law enforcement agency;
- A court or grand jury; or
- A management official or other employee of Contractor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

Contractor shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

12.1.17 Increasing Seat Belt Use in the United States

Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Contractor should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

12.1.18 Reducing Text Messaging While Driving

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Contractor should encourage its employees, subContractors, and contractors to adopt and enforce policies that ban text messaging while driving, and Contractor should establish workplace safety policies to decrease accidents caused by distracted drivers.

12.1.19 Clean Air Act and The Federal Water Pollution Control Act Compliance

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. and the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. and Contractor agrees to report each violation to the Customer and understands and agrees that the Customer will, in turn, report each violation as required to assure

notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. If applicable, Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

12.1.20 Suspension and Debarment

(a) This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(b) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(c) This certification is a material representation of fact relied upon by Customer. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Customer, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(d) The Contractor, bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any agreement that may arise from this offer. The Contractor, bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

12.1.21 Recovered Materials

(a) In the performance of this Contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired— (a) Competitively within a timeframe providing for compliance with the contract performance schedule; (b) Meeting contract performance requirements; or (c) At a reasonable price.

(b) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site: <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

(c) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.”

12.1.22 Access to Records

The following access to records requirements apply to this Contract:

(a) The Contractor agrees to provide Customer, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(b) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(c) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(d) In compliance with the Disaster Recovery Act of 2018, the Customer and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

12.1.23 Use of DHS Seals and Related Items

The Contractor shall not use Department of Homeland Security (“DHS”) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

12.1.24 Compliance with Federal Law and FEMA Rules

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the Contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

12.1.25 Compliance with Byrd Anti-Lobbying Act, 31 U.S.C. § 1352 (as amended).

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Contractor who in turn will forward the certification(s) to the awarding agency.

12.1.26 No Federal Government Obligations

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from this Contract.

12.1.27 False Claims Act Compliance and Program Fraud Prevention

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor’s actions pertaining to this Contract.

ARTICLE 13 MISCELLANEOUS PROVISIONS

13.1 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.

13.2 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 workspace in order to conduct audits in compliance with the provisions of this section. Owner shall give Contractor reasonable advance notice of intended audits.

13.3 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.

13.4 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.

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

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

13.7 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.

13.8 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.

13.9 Force Majeure. If the party obligated to perform is prevented from performance by acts of God, accident, riots, war, terrorist act, epidemic, pandemic (including the Covid-19 pandemic), quarantine, civil commotion, breakdown of communication facilities, breakdown of web host, breakdown of internet service provider, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, generalized lack of availability of raw materials or energy, 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. Force majeure shall not include financial distress nor the inability of either party to make a profit or avoid a financial loss, changes in market prices or conditions, or a party's financial inability to perform its obligations hereunder.

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

13.11 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.

13.12 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.

13.13 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 of all the documents that are relevant to the Project (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. Contractor’s Proposal submitted in response to Williamson County RFP #23RFP111 (“Contractor’s Proposal”);
5. The Request for Proposal documents defined in Williamson County RFP #23RFP111 (“RFP”); and
6. 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. The Contractor’s Proposal*;
5. The RFP; and
6. All Change Orders and any other Modifications issued after the Effective Date of this Agreement.

* Exclusion #8 under Section VI. of the Contractor’s Proposal shall be modified as set out in Exhibit “A” of this Agreement. All other language within Contractor’s Proposal shall be deemed the final and agreed upon language as to the specifications for the Work to be performed.

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

OWNER:

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

By: _____

Printed Name: _____

Title: _____

Date: _____

CONTRACTOR:

BRYMER COMMUNICATION SERVICES,
LLC D/B/A BRYCOMM LLC

By:  _____

Printed Name: Cory Brymer

Title: CEO

Date: 01/26/2024

Exhibit “A”

Plans and Specifications

Williamson County Fiber Expansion Project

Introduction:

The Williamson County Fiber Optic Cabling Expansion Project (hereinafter referred to as the “Project”) consists of the installation of outside fiber, consisting of both aerial and underground pathways, connecting the County's buildings throughout the Williamson County, Texas. The Contractor will be responsible for the full scope project, including survey, permitting, and construction costs, as well as any necessary right-of-way, attaching to existing poles, setting poles, boring and pull boxes.

Project Objectives:

The objective of the Countywide Fiber Project is to establish a robust, high-speed fiber optic network across the entire county, with the aim of supporting and enhancing government operations, County infrastructure, public safety agencies (such as the Sheriff's Office, Constables, EMS, and the radio network), as well as various other County groups operating throughout the County.

Key Goals:

Enhanced Government Operations: The Project aims to provide a dependable and high-capacity fiber network that will facilitate efficient communication and data exchange between different government departments and offices within the county. This will enable streamlined operations, improved collaboration, and enhanced service delivery.

County Infrastructure Support: The Project seeks to bolster the County's infrastructure by establishing a comprehensive network that can support various critical services, digital evidence management, emergency response systems, and other essential infrastructure requirements. This will contribute to increased efficiency, better maintenance, and proactive monitoring of the County's infrastructure.

Public Safety Enhancement: The Project prioritizes the needs of public safety agencies, such as the Sheriff's Office, Constables, EMS, and the radio network. The implementation of a dedicated fiber network will enable faster and more reliable communication, real-time data sharing, and seamless coordination among these agencies during emergencies, law enforcement operations, and public safety incidents.

Future-Proof Infrastructure: The Project aims to establish a fiber network that is not only capable of meeting the current demands but also future-proofed to accommodate the anticipated

growth in data usage and technological advancements. By deploying a scalable and adaptable network infrastructure, the County can minimize the need for costly upgrades and ensure long-term sustainability.

Scope of Work:

The scope of work will include the following:

- Fiber will consist of 144 strands to 19 locations within this scope. (List of locations will be provided upon request)
- Termination types will be LC and will be all fusion spliced.
- Installation of aerial and underground fiber pathways.
- Setting of poles or boring where required.
- Service loops no less than 20ft on splices, pole attachments and pull boxes where there will be junctions, as well as every two miles of length of aerial fiber.
- Pull-boxes no more than 500ft from the next pull-box location, and no more than 20ft from any pole pathway into the ground.
- Installation of fiber consumables, including fusion pigtails, enclosures, and any other necessary hardware.
- All fiber and fiber consumables will consist of Panduit products unless otherwise given written permission from the County Infrastructure engineer to use an alternative.
- All work must comply with County's Structured and OSP Cabling Standards
- Supply all necessary deliverables to the Project at its closure. Such as integrity tests, as-built documents and any other documentation requested.

Minimum Staffing Requirements:

- It is required that the Contractor have an in-house Registered Communications System Designer (RCDD) on staff.
- All installers shall be certified, trained, and experienced on the specific installation, termination and testing of the systems as specified. The Contractor shall provide a list of installers along with their work experience, training history and applicable certifications. Building Industry Consulting Services International (BICSI) Certified Technicians are preferred.
- The Contractor shall have a minimum of (4) four 3-person crews to support the Project as specified in these Specifications. A minimum of (3) three of the 3-person crews shall consist of full-time employees.
- The Contractor shall have the ability to produce network designs, as-built documentation, etc., utilizing AutoCAD, Google Earth or an equivalent approved by County.
- The Contractor shall have sufficient staff to provide administrative functions including but not limited to network design and documentation, warehouse, and inventory services.
- The Contractor shall supply County with annual criminal history background checks on all personnel working on County Network projects prior to an employee beginning any work on the County Network in any capacity.
- The Contractor shall ensure each employee working on a Project always wears a company photo identification badge. Additionally, a County- authorized badge or entity- specific badge may be required. If required, an appointment will be arranged to create badges.

Equipment Requirements:

- The Contractor shall provide all vehicles, tools, equipment, materials, test equipment and qualified personnel to maintain, service, upgrade, and expand the County fiber optic network in accordance with the manufacturer's specifications contained in the system's maintenance and service manuals.
- The Contractor shall own the following minimum types and quantities of equipment based at its local office and available for immediate deployment:
 - Three (3) bucket trucks
 - Two (2) splicing trailer units.
 - Two (2) hydraulic reel trailers.
 - Two (2) cable locators and marking.
 - One (1) tree trimming equipment.
 - One (1) truck with onboard motor generator.
 - Two (2) fusion splicers.
 - Two (2) OTDRs with OLTS Equipment
- The Contractor shall have the following minimum types and quantities of equipment based at its local office (or at a sub-contractor's local office) within the Greater Williamson County area.
 - One (1) directional bore
 - One (1) trencher
- The Contractor shall provide a list of any other applicable equipment not specifically listed here that the Contractor has available for the types of work identified in these Specifications. Contractor shall identify the location and availability of this equipment.

Warranty: Contractor warrants the materials, workmanship, and Work to be in conformance with the Specifications included in this section for a minimum period of one (1) year from the date of acceptance of the Work.

- Detailed warranty information shall be provided to Owner, along with a Warranty Bond as set out in the Agreement.
- The warranty binds the Contractor to correct any Work that does not conform to such Specifications or any defects in workmanship or materials furnished which may be discovered within the warranty period.
- Contractor shall, at its own expense, correct such defect after receiving notice from the County by repairing same to the condition called for in the specifications.
- The warranty shall cover parts, labor, travel, and all other expenses.
- Warranty service shall be on a 24-hour/day, 365-day/year basis with an onsite response time not to exceed four (4) hours. Contractor's service facility shall initiate, within four (4) hours, repair to any critical system product that fails while under warranty.

Service Under Warranty:

- In the event it becomes necessary for the County to contract out for warranty repairs, due to an inability or failure of the Contractor to perform such repairs, the Contractor shall reimburse the County for all invoices for parts, labor, materials, travel, per-diem, consulting fees and all other related expenses such as shipping/handling costs to perform such repairs, within 30 days from presentation of an invoice from the County. This shall only occur after the Contractor has been given reasonable time and fair opportunity to respond and correct the problem.

Emergency Restoration Services: Emergency repair of System or System components shall be available per the following terms:

- Twenty-four (24) hour a day, seven (7) day a week on call coverage.
- Minimum four (4) hour onsite response time to all callouts on Critical infrastructure.
- Immediate repairs to damaged system (permanent or temporary).
 - If temporary repairs are performed on an emergency basis to restore System, permanent repairs shall be performed within three (3) working days (Saturdays, Sundays and national holidays excluded) from the time the emergency repair request is submitted. Permanent repairs which require downtime to System electronic components will be scheduled with the County based on the affected System components.
- Two (2) bucket trucks, one (1) trencher, cable lashing machine, fusion splicing trailer, and OTDR test equipment must be available on stand-by to meet the requirements of the onsite response time.
- Storage of spare cable, poles, anchors, splice cases, manholes, conduit, etc. shall be at Contractor-owned warehouse location for pick-up by restoration crews. Timely restoration services are contingent upon availability and access to warehouse facilities where materials are stored.
- Contractor will be required to maintain the color-coding scheme developed by the County for the fiber optic cable.
- All materials required for restoration activities (fiber optic cable, strand, pole hardware, lashing wire, consumable kits for splicing, etc.) will be provided by the Contractor.

Contract Price: The Contract Price shall be all inclusive of fiber installation per specification for each location. Hourly maintenance and emergency restoration pricing shall also be provided. No additional fees shall be permitted.

Installation Schedule: Installation shall be coordinated with and approved by Williamson County Information Technology department. Any required traffic control during installation shall be the responsibility of Contractor. Contractor shall provide proposed timeline and schedule for installation.

Protection Of Persons And Property: The Contractor shall always exercise reasonable precautions for the safety of employees and others on or near the Work and shall comply with all applicable provisions of Federal, State, and Municipal safety laws, building and construction codes. The Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work.

- All machinery and equipment and other physical hazards shall be guarded in accordance with the “Manual of Accident Prevention in Construction” of the Associated General Contractors of America except where incompatible with Federal, State or Municipal laws or regulations. The Contractor shall provide such machinery guards, safe walkways, ladders, bridges, gangplanks, and other safety devices. The safety precautions actually taken, and their adequacy shall be the sole responsibility of the Contractor, acting at its discretion as an independent Contractor.
- Contractor shall maintain, at all times, free access to fire lanes and emergency and utility control

facilities such as fire hydrants, fire alarm boxes, utility valves, manholes, junction boxes, etc.

- Contractor shall take all reasonable precautions for safety of, and shall provide all reasonable protection to prevent damage, injury, or loss to:
 - Personnel involved in the installation and other persons who may be affected thereby; The Work and all materials and equipment to be incorporated therein, whether in storage or off site, under care, custody, or control of Contractor; and
 - other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, fences, roadways, structures, and utilities not designated for removal, relocation, or replacement during construction and/or maintenance.
 - The Contractor agrees to indemnify, save, and hold harmless the County and the County's Consultant(s) against any claim or claims for damages due to the injury to any adjacent or adjoining property arising or growing out of installation or performance of the System.
 - Contractor shall be solely responsible for location and protection of all public lines and utility customer service lines in the Work area. The Contractor shall make proper notifications and exercise due care to locate and to mark, uncover or otherwise protect all such lines within the limits of installation.

Installation Specifications: Fiber optic specifications shall include but not be limited to:

- Installation shall be in accordance with industry standard practices.
- Terminations are to be made utilizing standard SC-Type connectors. Verify with the County prior to construction.
- The maximum attenuation per connector shall be no greater than 0.4 dB. All splices shall be made utilizing mechanical or fusion, splicing techniques, and shall be mounted on standard splice cards and housed in proper splice closures. The maximum attenuation per splice shall be no greater than 0.2 dB.
- All work shall conform to the latest edition of the National Electric Code, the current Building Code and all local codes and ordinances as applicable. ANSI/TIA/EIA 568A and ANSI/TIA/EIA 569 shall be adhered to during all installation activities.
- Methodologies endorsed by the latest edition of the BISCII Telecommunications Distribution Methods Manual shall also be used during installation activities. Should conflicts exist between referenced publications; the County and the County's Consultant(s) will have the responsibility for making interpretation.
- Contractor is required to furnish written documentation of the number of pounds of pulling tension that was applied to each cable reel during installation of replacement spans. Documentation shall include date, location, reel number, type of pull, equipment used, and maximum pounds tension applied to the cable or strand.

Signage And Barricades: All construction work on City, County or State Right-of-Way will require that proper signage and barricades be used to protect the Work sites. All locations will utilize the authorized signage established by either the Texas Department of Transportation, City or County.

Site Maintenance: All finished equipment installations are to be left in a neat and orderly condition. Only tools designed for each special task shall be used during the installation and

alignment of the network components. Minimal disruption of landscaping will be required at all locations during the installation. Contractors are required to pay all costs associated with repairing any damage or returning all land to its original condition before construction began.

Fiber Optic Cabling Specifications: Contractor shall provide and install fiber to the indicated demarcations. Pathways unless noted will need to be verified, Built or repaired, System shall provide the following:

- Meet or exceed the Telecommunications Industry Association (TIA) and Electronic Industries Alliance (EIA) specifications and International Telecommunication Union (ITU) requirements.
- Fiber Optic Cable shall be Panduit® (or equivalent for warranty purposes) 144-Strand, Standard Single-Mode, Metallic Armored cable.
- All termination equipment including but not limited to connectors, splice trays, LIUs, etc. shall be verified with the County prior to procurement and placement.
- HDPE (High Density Polyethylene) 2” Pipe shall be used where boring underground is taken place.
- PVC conduit should be used except as noted. PVC conduit shall be 3” or greater with schedule 40 wall thickness.
- EMT (Electric Metallic Tube) of 3” or Greater will be used when adhering pathways to walls or into buildings.
- The Contractor shall be responsible for the care, preservation, and protection of all materials, supplies, machinery, equipment, tools, apparatus, accessories, all means of construction and maintenance, and all parts of the Work, whether the Contractor has been paid, partially paid, or not paid for such work until the entire work is completed and accepted.
- Installation shall include all labor, materials, components, and accessories.

Aerial Fiber Optic Cable Installation: Specific requirements for aerial fiber optic cable shall include but are not limited to the following. Contractor shall:

- Verify all applicable OSHA, NESC, and state and local regulations must be observed during the installation.
- Assure the proper bonding or grounding of cable.
- Verify all equipment is in good working order.
- Conduct all required tree trimming. In an effort to limit tree trimming, Contractor may place "duct-on messenger (DOM)" if the DOM and cable can be placed without trimming or damaging the trees Proper pulling tension must be observed during installation.
- Give careful coordination of cable lengths to avoid unnecessary splicing. No span length shall exceed the maximum recommended for a particular type of cable.
- Install slack points, consisting of 100 feet of fiber optic cable properly looped and bound in accordance with industry standards, shall be placed approximately every 1500 feet nearest a major intersection.

- Verify all aerial fiber optic cable installations over lash to existing messenger or aerial plant or to installed messenger. Any messenger installed for this network shall be of dielectric construction, and dielectric- lashing cable shall be used throughout. Where possible and available, existing messenger strands may be used on utility poles, with the written consent of the existing strand owner. If new messenger is required, it shall be placed on each pole at a minimum distance of 40 inches below existing power lines, and a minimum distance of 12 inches above or below existing communication lines. A minimum of 18 feet of clearance must be maintained above all roadways. The fiber optic messenger strand shall be installed at its recommended tension and shall not be sagged solely to maintain proper clearances.
- Monitor clearance levels. If movement of power lines or communications lines or attachments becomes necessary to obtain proper installation clearances, the Contractor shall bring this to the attention of the County and the County's Consultant(s). Additionally, if any pole or span encountered during installation will not allow maintenance of proper strand tension clearance, the pole may be changed out with the approval of the County or alternate routing of the fiber optic cable must be obtained. In lieu of changing out poles, cable extension brackets may be used to obtain proper clearances.

UNDERGROUND FIBER OPTIC CABLE INSTALLATION: Specific requirements for underground fiber optic cable shall include but are not limited to the following. Contractor shall:

- Verify that the sequence of installation provides that no cable trench be left open overnight. The Contractor must not trench more in one day than can be placed and backfilled in the same day. Trenching operations must be scheduled in order that no trenching equipment or Contractor vehicles are left on site overnight.
- Verify that all underground cable is installed in conduit, filled with corrugated innerduct or MaxCell. A metallic cable is to be pulled through the conduit, not in the innerduct, and grounded at each end to allow future location of the cable and conduit.
- Assure the minimum depth of the conduit shall be 36 inches from the finished grade. A detectable orange fiber optic cable warning tape shall be placed approximately 18 inches above the conduit in the same trench. When a trench is in asphalt, Contractor shall backfill the trench with 2500 PSI concrete up to 2 inches from the surface. All bores shall maintain the minimum depth of 36 inches from the finished grade.
- Terminate underground PVC conduit at a pole, extend the conduit 4" above ground level and locate conduit

90 degrees away from any power or other utility including pole ground wire.

- Verify all vacant conduits or innerducts shall be installed with one 1200 lb pull tape in place and be accessible at each end for pulling future cable.
- Pump out water and clean out all manholes in which work is conducted.
- Verify any manholes or pulling vaults required for long pulls of cable shall be situated so that the maximum pulling tension for the cable will not be exceeded on any run.
- Verify slack points, consisting of 100 feet of fiber optic cable properly looped and bound in accordance with industry standards, are placed approximately every 1500 feet in the nearest manhole.
- Verify proper precautions are taken during the placement of the conduit and cable. If any obstruction or lack of proper path is encountered during the planning of the installation which will not allow continuation of the placement along the designated route, alternate routing of the fiber optic cable must be obtained.
- Verify all underground fiber optic cable systems are identified with the use of industry standard identifiers including but not limited to marker poles, “Warning: Buried Fiber Optic Cable” signage, “Call Before You Dig” signage, etc. adequately spaced. Verify with the County prior to installation.
- Assure that underground construction on State of Texas Right-of-Way must comply with the following additional specifications:
 - All driveways and/or street crossings will be bored.
 - All trees within the construction limits will need to be bored from drip line to drip line.
 - Any TxDOT signs removed due to fiber installation will be replaced immediately. They will be placed according to TxDOT standards with concrete footings and break-away posts.

CLEAN-UP: Contractor shall keep the site and surrounding area free from accumulation of waste materials or rubbish caused by operations under the installation.

- Upon completion of the Work and before acceptance and final payment will be made, the Contractor shall clean and remove from the site(s), all surplus and discarded materials, temporary structures, and debris of every kind as a result of the installation. The site(s) shall be left in a neat and orderly condition at least equal to that which originally existed. Surplus and waste materials removed from the site shall be disposed of in accordance with applicable laws and regulations.

UNDERGROUND FIBER OPTIC CABLE INSTALLATION: Specific requirements for underground fiber optic cable shall include but are not limited to the following. Contractor shall:

- Verify that the sequence of installation provides that no cable trench be left open overnight. The Contractor must not trench more in one day than can be placed and backfilled in the same day. Trenching operations must be scheduled in order that no trenching equipment or Contractor vehicles are left on site overnight.
- Verify that all underground cable is installed in conduit, filled with corrugated innerduct or MaxCell. A metallic cable is to be pulled through the conduit, not in the innerduct, and grounded at each end to allow future location of the cable and conduit.

- Assure the minimum depth of the conduit shall be 36 inches from the finished grade. A detectable orange fiber optic cable warning tape shall be placed approximately 18 inches above the conduit in the same trench. When a trench is in asphalt, Contractor shall backfill the trench with 2500 PSI concrete up to 2 inches from the surface. All bores shall maintain the minimum depth of 36 inches from the finished grade.
- Terminate underground PVC conduit at a pole, extend the conduit 4" above ground level and locate conduit 90 degrees away from any power or other utility including pole ground wire.
- Verify all vacant conduits or innerducts shall be installed with one 1200 lb pull tape in place and be accessible at each end for pulling future cable.
- Pump out water and clean out all manholes in which work is conducted.
- Verify any manholes or pulling vaults required for long pulls of cable shall be situated so that the maximum pulling tension for the cable will not be exceeded on any run.
- Verify slack points, consisting of 100 feet of fiber optic cable properly looped and bound in accordance with industry standards, are placed approximately every 1500 feet in the nearest manhole.
- Verify proper precautions are taken during the placement of the conduit and cable. If any obstruction or lack of proper path is encountered during the planning of the installation which will not allow continuation of the placement along the designated route, alternate routing of the fiber optic cable must be obtained.
- Verify all underground fiber optic cable systems are identified with the use of industry standard identifiers including but not limited to marker poles, "Warning: Buried Fiber Optic Cable" signage, "Call Before You Dig" signage, etc. adequately spaced. Verify with the County prior to installation.
- Assure that underground construction on State of Texas Right-of-Way must comply with the following additional specifications:
 - All driveways and/or street crossings will be bored.
 - All trees within the construction limits will need to be bored from drip line to drip line.
 - Any TxDOT signs removed due to fiber installation will be replaced immediately. They will be placed according to TxDOT standards with concrete footings and break-away posts.

Delivery

- All material shall be delivered to its proper location and installed by the contractor without additional cost or expense to Owner, which shall not be deemed to have accepted the system until the Date of Acceptance.
- During the time between delivery and acceptance, Owner cannot be held liable for any damages to or theft of any components. It will, therefore, be the responsibility of the Contractor to obtain insurance against loss, theft, and damage.

Contractor's Responsibilities

- The Contractor is required to permit, install, document, and test all systems (procedures are outlined in following sections).
- The Contractor shall be responsible for the acquisition of the appropriate permits, licenses, and/or franchises required to occupy the public right of way of the various permitting authorities and their jurisdictions involved. It will be the Contractor's responsibility to secure and fund these permits. The Contractor will be authorized by Williamson County to act as its agent for this purpose.
- The Contractor shall provide to Pole Owner a statement summarizing the standards used by the Contractor for its standard pole attachment installations. Such standards shall be signed and approved by a professional engineer representing the Contractor, confirming that the Contractor's standard installations conform to the NESC and good engineering design. With respect to non-standard Attachments, Contractor's professional engineer shall prepare or review plans for such non-standard Attachments and submit such plans to Pole Owner with a statement that such non-standard Attachments comply with the NESC and good engineering design.
- The Contractor shall be responsible to provide a detailed engineering drawing signed and sealed by a professional engineer registered in the State of Texas, that are required for the acquisition of the appropriate permits, licenses and/or franchises required by the Owner to occupy the public rights-of-way of the various organizations (city, county, state, railroads, TxDOT, etc.) involved. The Cabling Contractor will be authorized by the Owner to act as its agent for this purpose.
- Contractor shall survey the proposed cable route and coordinate the route with the representatives from each agency having jurisdiction over items such as the City of Georgetown, Williamson County, the State of Texas, highways, traffic lights, overpasses, etc. prior to construction. All potential problems with cable placement shall be brought to the Owner's attention a minimum of ten (10) calendar days prior to construction.
- When placing fiber cable on poles, the Contractor shall determine the ability of existing pole lines and guys to support the new cable plant, as well as any restrictions imposed by the pole owner. The Contractor shall ensure proper

clearance from electric power lines and other cables that may sag near the fiber optic cable at the entire length of the proposed aerial route as well as determine the clearances between the proposed fiber optic cable plant and existing facilities on a case-by-case basis by referring to the National Electrical Safety Code (NESC) and appropriate local safety codes. The Contractor shall obtain the required right-of-way clearances and ensure that this right-of-way is free of obstacles such as guy wires, trees, etc.

- The Contractor shall be responsible for establishing grades and elevations, checking all interference, and shall verify all dimensions and locations in the field.
- When placing buried cable on public right-of-way, permits and state licenses will be generally required for the following:
 - Boring, plowing, trenching, or excavating on public right-of-way.
 - Closing or limiting traffic on a thoroughfare.
 - Attaching conduit or cables to bridges, culverts, or public structures.
 - Storing materials or machinery on public property or right-of-way.
 - Crossing streets and railroads by direct burial or by pipe pushing/road bores.
 - Crossing streams, navigable waters, drainage ditches, etc.
- The Contractor must re-verify building entrance and telecommunication room locations prior to installation. Prior to the furnishing or installing of any equipment, approval of equipment, locations, layout, and installation shall be obtained from Owner and Consultant.
- The Contractor shall specifically note that the drawings are intended to only indicate in diagram format the extent, general character, and locations of work included. The exact routing of duct shall be determined by the existing structural conditions and other obstructions.
- The locations of equipment, conduits, etc., as shown on the drawings, are correct to the extent permitted by the scale of the drawings but are subject to such modifications as may be found necessary or desirable at the time of installation to meet any structural conditions. Such changes shall be made by the Contractor without extra charge, subject to the approval of the Owner.
- The Contractor shall be responsible for fully coordinating all of the various parts of the Work included under this document, and such other work of this contract as it may affect the installation, throughout the various phases of construction and before the ordering or fabrication of the various parts of the Work, so as to ensure compliance with the drawings and specifications, and as necessary to provide the installations complete and in satisfactory operating condition.
- Shipping delays are the sole responsibility of the Contractor due to flawed planning.
- It shall be the responsibility of the Contractor to verify the locations of all equipment such as manholes, handholes, pull boxes, and such other apparatus.

Products

- Armored Fiber Optic Cable
 - Fiber optic cables shall meet the following standards: Telecordia GR-20-CORE, ICE 60794-3-11, RUS 7 CFR1755 (PE90 Listed) RoHS Compliant
 - For underground and aerial installation, the Contractor shall use Armored Fiber Optic Cable and shall incorporate a corrugated Steel Armor Tape to provide for resistance to rodent attack.
 - Armored Fiber Optic Cable shall be filled with a dry water-blocking compound.
 - The 144 single-mode armored fiber optic cable shall be manufactured by Panduit # FSWN91A

Pathways – Underground/Aerial

- All underground boring segments shall be installed with (2) 2” HDPE SDR 11 conduits.
- All underground open trench segments shall be installed with (2) 2” Schedule 40 PVC conduit.
- The unoccupied conduit shall contain measured pull tape. The pull tape shall be a minimum of 1200lbs in tensile strength and shall be placed and accessible on each end for future use.
- The conduit shall be Arnco, Carlon Dura-Line or other approved products, which meet industry standards.
- Underground enclosures and lids shall be constructed of a fiberglass-reinforced polymer material with a minimum tier 15 rating.
- Underground enclosures shall be 17”W x 30”L x 24D”.
- Underground enclosure shall be equipped with cable racks and hooks.
- The underground enclosures shall be Hubbell, Oldcastle, or other functionally equivalent products which meet these specifications.
- Hand Holes shall be buried to grade level leaving lids exposed.
- Aerial pathways consist of ¼” EHS galvanized strand and appropriate galvanized pole attachment hardware meeting industry standards.
- ¼” EHS strand shall consist of 7 wires with a minimum breaking strength of 6,650lbs.
- All wood pole attachment hardware shall be galvanized and appropriately sized.

- All concrete, steel or poles made of other materials shall be banded with 1.25” Heavy-Duty stainless- steel banding with properly size mounting plates and bolt clamps.
- All guying and anchoring shall meet permitting requirements or meet minimum industry standards.
- Aerial Lashing Ties: Select Panduit Ty based on application.
- Insulating Mastic Tape: ST2226-375-10BK, ST2228-200-10BK, ST2228-100-10BK

Fiber Optic Splice Closure

- A fiber optic splice closure and associated hardware shall be used to restore the mechanical and environmental integrity of an optical fiber cable following a splicing operation. In addition, a splice closure shall provide the necessary facilities for organizing and storing optical fiber and splices.
- The splice closures shall feature gel sealing technology for cable terminations.
- The splice closures shall be re-usable and enable easy cables removal.
- The fiber optic splice closures shall meet the following requirements:
 - Single-ended design.
 - Equipped for 144 splices.
 - Base and dome shall be sealed with a clamp and O-ring system.
 - Six round cable ports shall be available in a wrap-around block with pre-installed gel profile for cable sealing.
 - Splice trays shall be hinged for access to any splice without disturbing other trays.
 - Each splice trays shall have the capacity to house 72 single fusions splices.
 - Enable uncut or expressed fibers to be stored in storage baskets.
 - No stress shall be placed on finish splices within trays.
 - Accommodate bonding/grounding: Select Panduit G&B product based on application
 - Fiber optic splice enclosure shall include aerial hanger brackets.
 - Fiber Closure: OFCD6517BF or OFCD9519BF
 - Fiber Splice Tray, 24 Single Fusion splices: OFC24SST
- The fiber optic splice enclosure shall be Panduit, or other approved products which meet these specifications.

Fiber Optic Patch Panel

- The fiber optic patch panel shall be available in 1U and 4U configuration.
- The fiber patch panel shall be mountable in a 19” cabinet or rack.
- The fiber optic patch panel components shall include front and rear covers, radius limiters, vertical cable guide, and designation labels.
- Designation label areas shall be inside the front cover to record cable and patch cord identification.
- A cable clamp kit shall be provided for outside plant (OSP) fiber cable that enters the patch panel.
- Removable covers shall be mounted at the front of the patch panel. Radius limiters shall enable to maintain a minimum fiber bend radius of 1.5 inches and permit coiling excess lengths of cable fibers or pigtails. .
- The patch panels shall be manufactured by Panduit. Part # FCE1U and FCE4U

Fiber Adapter Panels

- Fiber adapter panels shall be duplex LC style for 12/24 fibers.
- Split sleeve shall be made of zirconia ceramic suitable for SM applications.
- The open position in patch panel shall be filled with adapter panel blanks. Panduit Part # FAPB
- The fiber adapter panels shall be manufactured by Panduit. Part #s FAP6WBUDLCZ and FAP12WBUDLCZ
- Fiber Pigtails – 12 Fiber OS2: F9TBN1NNNSZM001
- Fiber Splice Module Holder: FOSMH1U/FOSMH4U
- Fiber Optic Splice Module - 24 Fusion Splices: FOSMF
- Fiber Patch Cord, OS2, 0.5, 1, 2, 3, & 5 meter: F92ERLNLNSNM0.5, F92ERLNLNSNM001, F92ERLNLNSNM002, F92ERLNLNSNM003, F92ERLNLNSNM005 **Underground Enclosures**
- Underground enclosures shall be constructed of a fiberglass-reinforced polymer material and have the same strength rating as concrete handholes of the same proportions.

- Underground enclosures shall be available in two sizes: 24"W x 36"L x 36"D and 30"W x 48"L x 48"D.
- Closures: OFCD6517BF or OFCD9519BF
- Fiber Splice Tray, 24 Single Fusion splices: OFC24SST

Storage System for Aerial Cable System

- Fiber slack management shall be installed in 100' increments for every 1,000' of fiber optic cable installed.
- Aerial fiber slack management shall be installed in a 16' storage looper.
- Storage looper shall have a minimal of 8" bending radius.
- In underground enclosures, fiber slack management shall be installed in every other underground enclosure and fiber dressed around enclosure on provided cable racks and hooks.
- Unspecified Equipment and Material
- Any item of equipment or material not specifically addressed on the drawings or in this document and required to provide a complete and functional OSP/WAN cabling system installation shall be provided in a level of quality consistent with other specified items.

Execution

- Inspection
- Examine areas and conditions under which the new exterior telecommunication pathways are to be installed.
- Verify field measurement and pathway routing conditions.
- Beginning of exterior telecommunication pathway installation indicates Contractor acceptance of existing conditions.

Directional Boring Operations

- All directional boring operations are subject to the following conditions:
- The machine operator shall follow all current OSHA regulations, including the use of grounding mats and other safety measures.
- The machine operator shall have control over the direction of the boring tool.

- The bore crew must have, in their possession, a copy of the permit authorizing the company to perform work and a copy of the approved drawing and specifications for the bore work location.
- When possible, the Contractor shall mark the proposed running line and bore head location. Mark the proposed running line every 5' to 10', using a longitudinal line; mark the actual location with a white paint spot at the end of each stem push. Only white paint is approved for this use.
- The bore is not allowed to deviate more than six (6) inches from the proposed marked running line, and the ends of the bore must be at the designated depth.
- Slurry use shall be kept at a minimum and only used for head lubrication and/or spoils return. The Contractor shall calculate anticipated slurry use and monitor slurry use during the bore operation to determine slurry loss into the surrounding soil.
- Slurry must be contained during the bore operation and must be removed prior to backfilling, with dry dirt.
- During pull back the mandrels shall be not more than two inches larger than the diameter of the duct or casing.
- Shallow bores or other unsuccessful bores shall be abandoned and filled.
- The bore operation shall be stopped if any damage occurs to a road surface and it shall remain inactive until corrective measures are taken. The Contractor is liable for any damage done to the right-of-way or structures.
- Auger heads are not allowed more than six inches ahead of the casing being inserted.
- Bore stems and cutting heads may have to be left in the ground if they cannot be retrieved through the bore hole. Open excavation to retrieve the parts is not allowed.
- When boring near creeks and streams, silt fences shall be properly installed to prevent disturbed soil from flowing into the waterways and remain in place after the bore has been completed.

Excavation and Trenching Requirements

- Make trench sides as nearly vertical (max depth is 36") as practical except where sloping of sides is allowed.
- Remove all rock, boulders, hard material, unstable material, and yielding and unsatisfactory materials within the limits indicated for trench excavation and dispose of off the site. Notify the Owner's Representative immediately in writing if it becomes necessary to remove such materials beyond the trench limits. Where excavations are deeper or wider than the trench limits in order to remove unsuitable materials, they shall be refilled with approved borrowed

material.

- Existing concrete or granite curb encountered in excavation shall be temporarily supported or replaced in kind. Bituminous lip curb shall be disposed and replaced in kind.
- Excavation operations adjacent to and below existing structures and utilities shall be done manually. Start hand excavation on each side of the indicated obstruction and continue until the obstruction is uncovered or until clearance for the new grade is assured. Support uncovered lines or other existing work affected by the contract excavation until approval for backfill is granted by the Owner's Representative. Report damage to utility lines or subsurface construction immediately to the Consultant.
- Place "Road Closed" signs on temporary barricades at approaches to work or uncovered trenches.
- Keep excavated materials and construction equipment and materials a safe distance back from the edge of excavations to avoid overloading the sides of the trench and to prevent slides or cave-ins.
- Grade areas around trench as necessary to prevent surface water from flowing into excavations.
- Walkway and grassed areas left un-backfilled at the end of the Workday shall be enclosed with snow fence until restored to grade. Roadway trenches shall not be re-opened to traffic unless either a road plate capable of sustaining HS-20 loading is in place or temporary gravel is placed to bring the trench area to finish grade.

Cutting Pavement

- Where trench excavation occurs in paved areas, saw cut existing pavement to obtain sound, vertical edges one foot wider than the indicated trench width on each side of the trench. When the saw cut is within two feet of an existing joint or curb, remove pavement to the existing joint or curb or as required by the Owner or other jurisdictional authority as appropriate.
- Existing pavements and base course beyond the indicated lines for trench excavation which have been disturbed, damaged or undermined shall be restored or replaced by the Contractor to match existing pavements and base course or as requested by the Owner or other jurisdictional authority as appropriate.

Back filling

- Construct backfill in two operations (initial and final) as indicated and specified in this section. Initial backfill shall be select backfill material placed in 6-inch maximum loose lifts to one foot above conduit or duct unless otherwise specified. Bring up evenly on each side and along the full length of the conduit or duct structure. Ensure that no damage is done to the conduit or duct structure, or its protective coating or as required by the Owner or other jurisdictional authority as appropriate.

- Place the remainder of the backfill (final backfill) in 9-inch maximum loose lifts to the bottom of the sub-grade, unless otherwise specified. Compact each loose lift before placing the next lift. Do not backfill where the material in the trench is muddy, except as authorized or as required by the Owner or other jurisdictional authority as appropriate.
- Provide a minimum cover from final grade of 2-1/2 feet for fiber ducts unless otherwise indicated on the Drawings or as required by the Owner or other jurisdictional authority as appropriate.
- Where settlement occurs in trenches and pits due to improper compaction, excavate to the depth necessary to rectify the problem, then backfill and compact the excavation as specified herein and restore the surface to the required elevation or as required by the Owner or other jurisdictional authority as appropriate.
- The Contractor shall coordinate inspection and back filling with their respective inspectors,

Compaction

- Use hand-operated, plate-type, vibratory or other suitable hand tampers in areas not accessible to larger rollers or compactors. Avoid damaging newly installed and existing conduits . Compact material in accordance with local code unless otherwise specified. If necessary, alter, change, or modify selected equipment or compaction methods to meet compaction requirement and meet requirements of the Owner or other jurisdictional authority as appropriate.

Protection of Existing Utilities, Structures and New Work

- Excavation backfill and compaction operations shall be done in such a manner to prevent cave-ins of excavations or the undermining, damage or disturbing of existing utilities and structures or of new work. Backfill shall be placed and compacted to prevent future settlement or damage to existing utilities and structures and new work and meet requirements of the Owner or other jurisdictional authority as appropriate.
- Any damage due to excavation, back filling or settlement of the backfill, or injury to persons or damage to property occurring as a result of such damage shall be the responsibility of the Contractor. All costs to repair such damage, in a manner satisfactory to the Owner's Representative, shall be borne by the Contractor at no additional expense to the Owner and meet requirements of the Owner or other jurisdictional authority as appropriate.
- Protect newly back filled areas and adjacent structures, slopes, or grades from traffic, erosion settlement, or any other damage. Repair and re-establish damaged or eroded grades and slopes and restore surface construction prior to acceptance. Protect existing storm drain inlets from water-borne soil and meet requirements of the Owner or other jurisdictional authority as appropriate.

Restoration

- The Contractor is responsible for repairs to any streets, sidewalks, grass areas, etc., which must be trenched or otherwise disturbed in the process of installation. The County has final determination whether such repairs are acceptable.
- All sidewalks, streets, alleyways, and landscaping shall be replaced to its original condition or better.
- NOTE: All existing conditions shall be photographed or videotaped prior to construction activities to provide information on pre-existing conditions.
- Grassed Areas
- After completion and acceptance of all conduit, excavation, and backfilling work in a given area, the Contractor shall place an appropriate amount of turf sod to cover all disturbed areas. The Contractor may choose to cut and remove turf prior to the area being disturbed. This would be used to place back over the disturbed area and meet requirements of the Owner or other jurisdictional authority as appropriate.

Sidewalks

- All sidewalks shall be constructed using the same backfill and compaction procedures used for street opening.
- Unless unusual conditions exist, sidewalk panels, which are cut into for construction, shall be replaced with full panels. New or prior construction saw cuts are not considered as panel ends. Sidewalk panels end at score lines, curbs, boulevards or property lines. If the curb is part of the sidewalk panel, the curb shall also be replaced.
- Contractor shall take care in removing sidewalk panels. If adjacent panels are chipped, the contractor will be required to replace them.

Road Restoration

- After completion and acceptance of conduit excavation, and backfilling of road trench areas, 12 inches of compacted Gravel Borrow Subbase course shall be placed to a level three inches below the finish road grade. A temporary surface of Bituminous Surface Course Type I-1 shall be placed.
- After allowing 6 months for settlement of the road subbase, the Contractor shall place a saw cut of the pavement 12 inches beyond the limits of the temporary patch. Bituminous binder course shall be placed to within 1-1/2 inches of the finish road grade, and a final course of bituminous Surface Course Type I-1 shall complete the roadwork. Reflectorized pigment pavement markings specially manufactured for roadway use shall be placed to restore any pavement striping that had been in place prior to this contract.

Arial installation Safety Precautions

- All personnel involved in the aerial placement must:
- Be thoroughly familiar with the operation of the equipment and construction apparatus being used.
- Inspect all equipment (ladders, bucket trucks, reel trailers, etc.) for defects and replace if found in unsound condition.
- Use only OSHA-approved equipment.
- Arrange or secure any material in a bucket truck or on a ladder so that it cannot fall. Materials and equipment should not unnecessarily impede pedestrian or vehicular traffic.
- Allocate the appropriate number and type of safety personnel and equipment called for in OSHA safety procedures. Such personnel and equipment may include:
 - Flagmen
 - Pilot vehicles
 - Roadside barricades, warning signs, traffic cones, beacon lights, etc.
 - ABC-rated fire extinguishers on board all Contractor's vehicles.
- Before starting any aerial cable placing operation, all Contractors' personnel must be familiar with their company's safety practices concerning working near power lines, pole climbing, eye protection, safety headgear, and clothing.

Arial Cable Handling Procedures

- The Contractor shall take all necessary precautions to avoid cable damage during placement and handling. The Contractor is responsible for ensuring that manufacturer recommended installation procedures are met.
- Before the installation begins, the Contractor shall inspect the cable reels for imperfections such as nails and broken flanges that might cause damage to the cable as it is unreeled.
- The Contractor shall exercise care to prevent damage to cables while setting up equipment or while using tools of any kind.
- All pulling equipment and hardware that will contact the cable during installation must maintain the minimum bend radius of 20 times fiber cable diameter.
- The Contractor shall avoid surges and jerks of the reel at all times. Properly adjusted reel brakes should be used.

- Cable reels shall be constantly attended by the Contractor while the cable is being pulled to prevent damage to the cable and ensure lowest possible tensile load.
- If the cable has to be unreeled during installation, the Contractor shall use the “figure-eight” configuration to prevent kinking or twisting. Fiber optic cable shall not be coiled in a continuous direction except for lengths of 100 ft. or less.
- If the cable is laid on the pavement/ground during installation, the Contractor shall provide barricades or other means of preventing vehicular or pedestrian traffic in the area.
- DO NOT CUT THE CABLE under any circumstances without prior approval of the Consultant. Changes to the total number of splice points can potentially degrade duality of transmission of the system.
- At the completion of a day’s installation, the Contractor shall protect bare cable ends by placing a cable cap on the end of the cable, followed by several wraps of tape around each cap. If the cable ends are not capped while exposed to the environment for a period of one day, the Contractor will be required to cut off four feet of each cable end before splicing.
- Any unbalanced loading of the Utility Owner’s Poles caused by the placement of The Contractor’s facilities shall be properly guyed and anchored by the Contractor with a guy and anchor provided by the Contractor, at no expense to Utility Owner’s Poles . The Contractor may not place new guy attachments on the Utility Owner’s Poles prior consent.
- A preliminary “ride through” of the proposed route of the Utility Owner’s Pole facility shall be made by representatives of the Contractor and Pole Owner upon request by Pole Owner and at the Contractor’s expense.
- The Contractor shall check and verify the condition of any pole prior to climbing or performing work on it. If a pole is deemed unsafe, The Contractor must immediately notify Pole Owner by telephone and in writing.
- All Attachments shall be located on the same side of each pole as any existing telephone or communications cable, or as otherwise designated by Utility Owner
- On Attached Poles where Pole Owner has secondary conductors, all attachments shall be located on the same side of the pole as the secondary conductors, or as otherwise designated by Utility Pole owner.
- No bolt used by the Contractor to attach its facilities shall extend or project more than one (1) inch beyond its nut.
- All Attachments of the Contractor shall have at least two inches clearance from un-bonded hardware such as pedestals and any other enclosures containing equipment.

- All of The Contractor's Attachments shall comply with NESC clearance requirements and shall be located a minimum of forty (40) inches below Utility Pole Owner lowest attached facilities. All mid- span clearances between the Contractor's facilities and PECT's lowest conductors shall comply with NESC clearance requirements.
- The Contractor may, with prior approval of Utility Pole Owner , install cross arms, alley arms, or cable extension arms for the support of any of its facilities. However, The Contractor shall not use any cross arm or alley arm brace above the arm that it supports.
- The Contractor shall install any and all of its facilities in a neat and workmanlike manner consistent with the maintenance of the overall appearance of the jointly-used pole, subject to the approval of Pole Owner in its sole discretion.
- In the event that any of the Contractor's proposed attachments are to be installed upon poles already jointly used by Pole Owner and another party (ies), The Contractor shall negotiate with such other party (ies) to determine clearances between its facilities and those of Pole Owner and such other party (ies), except that the Contractor may not in any way modify the clearance requirements set forth in this Agreement.

Splicing and Slack Storage

- When selecting splice point locations, the Contractor shall consider the accessibility of these splicing locations by splicing vehicles. These locations should not fall in sites where access is inconvenient or hazardous.
- At the splice points, the Contractor shall leave enough cable slack on each cable end to reach the ground and into a splice vehicle, plus 16 feet.
- A splice enclosure shall use a “butt type” configuration; i.e., both cables enter the same end of a closure.
- The Contractor shall perform all splicing on the ground, not in an aerial bucket.
- The Contractor shall provide thirty-five feet (100’) of cable slack for each 2,000 feet of the aerial cable route. Cable slack loops shall be secured into “snow shoes” Cable slack of fifty feet (100’) shall be provided on one side of all creeks or rivers, major intersections or highway crossings, railroad crossings and bridge attachments.
- The Contractor shall place a slack-cable loop at least 4 feet from poles unless they are protected by a cable enclosure.

Work Within the Owner's Buildings

- If cable taken into a building is not in a metal conduit, it shall be terminated within fifty (50') of the point of entry into the structure. If the termination point (telecommunications room) is located further than 50' from the point of entry into the structured metal ridged conduit shall

be installed from the building penetration point all the way to a telecommunication room.

- All conduits shall be properly sealed at building entrance points.
- At each building entrance, a maintenance loop of fiber 4 feet in diameter and 10 to 15 feet in length must be installed.

Cutting and Patching

- Where it is necessary to do any cutting and patching, no cutting of beading walls, beams, etc., shall be done without the approval of the Owner's Representative. All patching, finishing, etc., shall match the surroundings. All cutting and patching shall be done by workmen skilled in the trades.
- Holes through concrete and masonry in new and existing structures shall be cut with a diamond core drill or concrete saw. Pneumatic hammer, impact electric, hand or manual hammer type drills shall not be allowed, except where permitted as required by limited working space.
- Holes shall be located so as not to affect structural sections such as beams.
- Holes shall be laid out in advance. The Owner's Representative shall be advised, prior to drilling through structural sections, for determination of proper layout.
- Floor, exterior wall and roof seals shall be watertight. Walls and floors that are cored for installation of conduit shall be sleeved with steel tubing, grouted, and the space between the conduit and sleeve filled as specified herein.
- Conduits shall extend one-inch minimum above finished floor.

Fire Stopping

- Structural Penetrations: Where conduits, wireways, busduct, and other electrical raceways pass through fire partitions, fire walls or walls and floors; install a firestop that provides an effective barrier against the spread of fire, smoke, and gases. Firestop material shall be packed tight, and completely fill clearances between raceways and openings.
- All penetrations of firewalls must be approved by the Owner before any penetrations are made. The Contractor shall provide satisfactory sleeving and fire caulking both inside and outside of that sleeving. If existing sleeving is to be utilized, it will be the responsibility of the Contractor to fire caulk inside the sleeving.
- The Contractor is responsible for adhering to the following standards:
- Conduit penetrations through fire-rated or smoke walls: Completely seal around the conduit penetration with Hilti FS 601 fire-rated sealant or equal Tremco or 3M.

- Conduit sleeves through fire-rated or smoke wall: Completely seal around the conduit penetration with Hilti FS 601 fire-rated sealant or equal Tremco or 3M. Completely seal the inner opening of the conduit sleeve with fire wool packing and Hilti FS 611A intumescent firestop sealant.
- Cable bundles through fire-rated or smoke walls (without sleeves): Completely seal openings with Hilti FS 611A intumescent firestop sealant, or equal Tremco or 3M.
- Cable tray penetrations through fire-rated or smoke walls: Completely seal openings with Hilti FS 635 (trowelable type) or equal Tremco or 3M.
- A submitted response to these specifications assumes that all firestopping will be provided as specified. The firestop manufacturer's specifications and instructions shall be submitted with the final documentation.

Installation Practices for Fiber Optic Cable

- Fiber optic cable is a high-capacity transmission medium with qualities and characteristics which can be degraded when it is subjected to excessive pulling tension, sharp bends, and crushing forces.
- The maximum pulling tension for armored cable is 2,700 Newtons (600 lbs).
- Maximum long-term crush forces for armored cable are 100N/cm (57.1 lb. /in).
- The minimum bend radius for an armored cable during installation and following installation over the life span of the cable must be 20 times (20 x) the cable diameter.
- The minimum diameter required for pull wheels or rollers should be double the minimum bend radius. The contractor will be responsible to check manufacturer's specifications for the cable feed-chute, to make sure that the chute's critical dimensions and clearances are compatible with the placing cable. The chute must have a 31-inch minimum radius.

Test/Acceptance Criteria

- Testing
- The fibers utilized in the installed cable shall be traceable to the manufacturer. The Contractor shall provide cable manufacturer's test report for each reel of cable provided. These test reports shall include (1) manufacturer's on-reel attenuation test results at the specified wavelengths for each optical fiber of each reel prior to shipment from the manufacture and (2) on-the-reel bandwidth performance as tested at the factory.
- The Contractor is responsible for supplying all equipment and personnel necessary to conduct the acceptance tests.

- The Contractor shall conduct acceptance testing according to a schedule coordinated with the Consultant. The Consultant may be in attendance to witness the test procedures. The Contractor shall offer adequate advance notice to the Consultant as to allow for such participation.

Optical Time Domain Reflectometer (OTDR) Testing

- All links shall be tested with an OTDR. Single mode fibers shall be tested at 1300/1500-nm (nominal).
- The OTDR(s) shall incorporate high-resolution optics optimized for viewing of short cable sections. Launch cables of adequate length (1000' minimum) shall be used to allow viewing of the entire length of the cable, including the patches at the launch and receive end.
- OTDRs used as part of these testing specifications shall be calibrated to sheath (jacket) length, not optical length by adjusting the unit's index of refraction.
- All OTDR traces shall maximize both the vertical and horizontal scales to the greatest extent possible and still fit the entire cable link trace on the screen with optimum resolution.
- All OTDR tests shall be averaged for a minimum of 2 minutes.
- Documentation of the OTDR signature traces displaying the entire length of the cable run shall be provided to the Owner to include a record of:
 - Wavelength
 - Fiber type
 - Fiber and cable number
 - Measurement direction
 - Test equipment model and serial number
 - Calibration date
 - Operator

ORL Testing

- All single mode fiber links shall be tested for optical return loss (ORL) using OLTS (Optical Loss Test Set). The OLTS shall be capable of measuring patch spike with respect to the backscatter signal on the OLTS. This technique shall be accomplished by software embedded in the instrument.
- The launch cords must be kept clean and periodically re-polished to insure as perfect a surface finish as possible to match polishing on the patches.
- The single-mode patch' optical return loss shall be not less than 55 dB for UPC patches.
- Test documentation must be provided in PDF and raw file format.
- The Contractor shall provide the Owner with a licensed copy of the OTDR/OLTS viewing software one week prior to the commencement of fiber testing.

Documentation

- Drawing Records
- The following requirements apply to all record drawings:
 - They shall be maintained at the Contractor's expense.
 - All such drawings shall be provided as necessary for clarification.
 - The Contractor shall indicate on the drawings the fiber optic cable location with the reference to the center of the street.
- The record drawings shall be returned to the Owner on completion of the Work and are subject to the approval of the Owner.
- The record drawings shall be submitted in the following formats:
 - In one redline set
 - In one KMZ set
 - In one AutoCAD set
- Test records: Test readings shall be recorded along with the annotation that these are post-installation readings. Printed copies of these readings shall be provided to the Owner upon completion of the Project. Records are to include date of testing, name of technician, and readings of all above-described test results.

Labeling

- A labeling plan must be submitted to and approved by the Owner prior to installation, and the completed labeling must meet the approval of the Owner. EIA 606 standards are to be met.

- The size, color and contrast of all labels should be selected to ensure that the identifiers are easily read.
- All labels are to be mechanically printed; no hand-printed labels allowed for any component.
- Labels should be visible during the installation of and normal maintenance of the infrastructure. Labels should be resistant to the environmental conditions at the point of installation (such as moisture, heat or ultraviolet light) and should have a design life equal to or greater than that of the labeled component.
- Provide vinyl substrate with a white printing area and black print.
- Labels shall be flexible.
- Each cable is to be permanently labeled at each end with a unique cable number. In addition, labels shall be affixed to the cable/inner duct at every transition of a vault, hand hole, riser closet, or major pull box. Labels will be in the form of “Location one-Location two- fiber strands#”. For example, cable number from Elementary school to the Owner Distribution Center building would be labeled as "ES#6- Distribution-24”.
- Each fiber optic strand shall be labeled with a unique identifier at the LC coupler in the fiber optic patch panel. Patches shall be labeled on the identifying sheets on the front of the fiber optic patch panel.
- Fiber cable shall be permanently labeled in each handhole and at each splice point with a unique cable identifier.

Fiber Optic System Acceptance

- The fiber optic outside plant system will be accepted by Owner when:
- All of the Work has been completed in accordance with the contract and specifications.
- The system operates in conformance with manufacturer’s published specifications.
- The system has completed a successful performance period. The performance period will begin on the day following the cutover and must continue for 30 consecutive days during which time the system will operate at an average effectiveness level of 99 percent or more. If for any reason this level cannot be maintained, a new 30-day performance period will be initiated. It is not necessary that one 30-day period expire before another performance period begins.
- The Contractor has certified in writing to the Consultant when the cable is installed, operational in accordance with these specifications, and ready for use.
- The final step in accepting buried cable installation will be a thorough inspection of the entire route from start to finish. The “as-built” drawings must be submitted to the Owner one week prior to final inspection. The drawings will be examined by all personnel and involved parties

for conformance to plans, codes, regulations, and general accuracy.

- The construction area above ground will be inspected to ensure the following:
 - Restoration has been accomplished.
 - Permanent markers have been installed immediately beside the cables.
 - Road bores, if used, are properly completed, and will not collapse a portion of the road.
 - Debris and trash have been removed from the site.
 - Other instructions specific to the installation have been completed to the Project manager's specifications.

CLEAN-UP: Contractor shall keep the site and surrounding area free from accumulation of waste materials or rubbish caused by operations under the installation.

- Upon completion of the Work and before acceptance and final payment will be made, the Contractor shall clean and remove from the site(s), all surplus and discarded materials, temporary structures, and debris of every kind as a result of the installation. The site(s) shall be left in a neat and orderly condition at least equal to that which originally existed. Surplus and waste materials removed from the site shall be disposed of in accordance with applicable laws and regulations.

Modification/Clarification to Contractor's Proposal, Section VI. Exclusions, #8:

Contractor and Owner hereby agree the original Exclusion #8 of Contractor's Proposal shall be amended and supplanted by the following:

8. Contractor (BryComm) has included innerduct for free and clear existing pathways from the ROW (Right of Way) to the entrance facility of each building.

Project Schedule

Project Schedule:

The Project schedule shall have the following milestones commencing from the notice to proceed:

- Initial survey and planning stage: 30 Calendar Days
- Permitting and approvals stage: 180 Calendar Days
- Construction stage: 585 Calendar Days
- Project Closure stage: 45 Calendar Days
- Project Handover stage: 45 Calendar Days

BOM

Williamson County Fiber Expansion Bill of Materials					
Panduit OSP Rated Fiber Optic Cable Per Segment					
SEG #	Item Description	Mfg	Part #	Qty	Unit of Issue
S-1	432 STRAND SM OSP SJSA	Panduit	FSWN93A/N	22930	FT
S-2	288 STRAND SM OSP SJSA	Panduit	FSWN92A/N	30218	FT
S-3	96 STRAND SM OSP SJSA	Panduit	FSWN996	19425	FT
S-4	288 STRAND SM OSP SJSA	Panduit	FSWN92A/N	12836	FT
S-5	288 STRAND SM OSP SJSA	Panduit	FSWN92A/N	44021	FT
S-6	144 STRAND SM OSP SJSA	Panduit	FSWN91A	6386	FT
S-7A	96 STRAND SM OSP SJSA	Panduit	FSWN996	6085	FT
S-7B	144 STRAND SM OSP SJSA	Panduit	FSWN91A	13341	FT
S-8	48 STRAND SM OSP SJSA	Panduit	FSWN948	8906	FT
S-9	48 STRAND SM OSP SJSA	Panduit	FSWN948	14943	FT
S-10	144 STRAND SM OSP SJSA	Panduit	FSWN91A	43000	FT
S-11	96 STRAND SM OSP SJSA	Panduit	FSWN996	5418	FT
S-12	144 STRAND SM OSP SJSA	Panduit	FSWN91A	32465	FT
S-13	144 STRAND SM OSP SJSA	Panduit	FSWN91A	66811	FT
S-14	96 STRAND SM OSP SJSA	Panduit	FSWN996	11760	FT
S-15	144 STRAND SM OSP SJSA	Panduit	FSWN91A	17109	FT
S-16	144 STRAND SM OSP SJSA	Panduit	FSWN91A	16001	FT
S-17	144 STRAND SM OSP SJSA	Panduit	FSWN91A	12900	FT
S-18	144 STRAND SM OSP SJSA	Panduit	FSWN91A	32094	FT
S-19	96 STRAND SM OSP SJSA	Panduit	FSWN996	9245	FT
S-20	144 STRAND SM OSP SJSA	Panduit	FSWN91A	25805	FT
S-21	144 STRAND SM OSP SJSA	Panduit	FSWN91A	4386	FT
S-22	96 STRAND SM OSP SJSA	Panduit	FSWN996	16044	FT
S-23	144 STRAND SM OSP SJSA	Panduit	FSWN91A	61259	FT
S-24	96 STRAND SM OSP SJSA	Panduit	FSWN996	17727	FT
S-25	48 STRAND SM OSP SJSA	Panduit	FSWN948	4139	FT
S-26	48 STRAND SM OSP SJSA	Panduit	FSWN948	16340	FT
S-27	144 STRAND SM OSP SJSA	Panduit	FSWN91A	18340	FT
S-28	96 STRAND SM OSP SJSA	Panduit	FSWN996	32831	FT
S-29	144 STRAND SM OSP SJSA	Panduit	FSWN91A	54701	FT

Panduit Connectivity and Hardware - Overall Project					
	1U Rack Mount Fiber Enclosure	Panduit	FCF1U	13	FA
	4U Rack Mount Fiber Enclosure	Panduit	FCF4U	16	EA
	LC/SM Fiber Adapter Panel 24F	Panduit	FAP12WBUDLCZ	124	EA
	Splice Tray	Panduit	FOSMF	124	EA
	Splice Module Handler - 1U	Panduit	FOSMH1U	13	EA
	Splice Module Handler - 4U	Panduit	FOSMH4U	16	EA
	12 Strand SM 900um Pigtail 1M	Panduit	F9TBN1NNNSZM001	248	EA
	Fiber Adapter Panel Blank	Panduit	FAPB	78	EA
	Armored Cable Grounding Kit	Panduit	ACG24K	29	EA
	Outdoor Splice Enclosure	Panduit	OFCD9519BF	54	EA
	Single Fiber Splice Tray 24Ct.	Panduit	OFC24SST	176	EA
	Fiber Optic Splice Protector	Panduit	FOSP61-C	9500	EA

Aerial Construction Materials - Overall Project					
	1/4" EHS Galvanized Strand w/Attachment Hardware	Hubbell	MISC.	603850	FT
	S/S Lashing Wire w/ Bonding, Fiber Tags, Strap/Spacers	Hubbell	MISC.	640850	FT
	6Ft. X 5/8" Anchor Rods	Hubbell	5346	786	EA
	8" Expanding Plate/Bell	Hubbell	88135	786	EA
	8ft. Full Round Guy Markers	Hubbell	96FRPMYEL	786	EA
	30'/Class 3 Wood Utility Poles CCA Treated	Stella-Jones	3/30/SYP/CAA	556	EA
	GROUND ROD 5/8" X 8"	Hubbell	616880	556	EA
	GROUND ROD CLAMP	Hubbell	CP58	556	EA
	BARE #6 GROUND WIRE	Hubbell	BARE-CU-SD-6-SOL	27800	FT
	CU STAPLE,STEEL 1-1/4IN	Hubbell	J6493	16680	EA
	STRUCTURAL POLE SETTING FOAM; 5 CF/KIT	Hubbell	POLECRETE	556	EA
	1.25" HD BUCKLES (BOX OF 25)	USA Band	812442	11	EA
	1.25" MOUNTING PLATES	USA Band	812512	11	EA
	1.25" BANDING DEADENDS ASM	USA Band	812514	110	EA
	1.25" BANDING BOLT/CLAMP	USA Band	812504	68	EA
	16" Snow Shoe w/Tap Bracket	Mutilink	71244K	426	EA
	HEAVY DUTY CABLE TIE 18" (50 PACK)	ABB	L-18-120-0-L	9000	EA
	One Click Cleaner LC/MU	AFL	8500-05-0002MZ	30	EA

Underground Construction Material - Overall Project					
	2" SDR11 HDPE Roll Pipe	Duraline	2" SDR11	41720	FT.
	3" Sch40 PVC Conduit	Cantex	A52DA12	2000	FT.

	3" Sch40 PVC 90 Sweep	Cantex	A52DA13	100	EA
	3" Sch40 PVC Coupling	Cantex	A52DA14	100	EA
	1,800lb Muletape	Neptco	WP1800P	19	EA
	3/4" Gravel	MISC	MISC.	41	TON
	17" x 30" x 24" Tier 15 Polymer Vault	Quazite	PG1730BA24	83	EA
	17" x 30" x 24" Tier 15 Polymer Vault Cover	Quazite	PG1730HA0012	83	EA
	Single Set Station Rack	Maclean	J5125	83	EA
	Round Dome Fiber Optic Marker	Global Industrial	113779B	83	EA
	1.25" Corrugated Innerduct	ABB Carlton	A6D2S1JNNB	4500	FT.

Cost Breakout

Routing Maps



BRYCOMM
NETWORK CABLING | LIGHTING | A/V | SECURITY | OSP

Attachment 15

BryComm Proposed Routing Maps

START ADDRESS: 911 TRACY CHAMBERS LN
 START FACILITY: ESCO
 STRANDS: 288



MATCHLINE 1



LEGEND

- UNDERGROUND PATHWAY
- AERIAL PATHWAY
- PROPOSED POLES
- ▲ RADIO TOWER

TOTAL RUN FOOTAGES	
AERIAL	14,416 LF
PROPOSED POLES	4,617 LF
UNDERGROUND (EXISTING)	



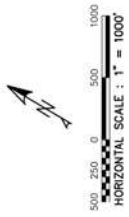
MATCHLINE 1



WILLIAMSON COUNTY
 FIBER DESIGN
 RUN: S-1
 ROUTE MAP

DESIGN BY:	ML	SCALE:	HORIZONTAL: 1" = 1000'
DRAWN BY:	ML	CHECKED BY:	N/A
APPROVED BY:	RS	PROJECT NO.:	2467-0013
		SHEET:	1 OF 1
		DATE:	11/9/2023
		PAGE:	1 of 40

All underground pathways are designed and priced as boring for the least disruption to the existing surface. The only necessary disruption to the existing surface will be bore and receiving pits, typically 4' x 6', to occur every 300-500' as necessary and at the transition points from the new Underground Pathway (Orange) to Aerial Pathway (Magenta), Proposed Poles (Green) or existing Williamson County Underground. Each bore and receiving pit are designed and priced to be in the closest grass/dirt area, typically within 5-15' of the transition point identified on the Route map, and not in concrete or asphalt areas.



LEGEND

- UNDERGROUND PATHWAY
- AERIAL PATHWAY
- PROPOSED POLES
- ▲ RADIO TOWER

TOTAL RUN FOOTAGES	
AERIAL	21,610 LF
PROPOSED POLES	3,506 LF
UNDERGROUND	2,907 LF

MATCHLINE 1

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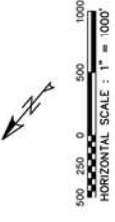


**WILLIAMSON COUNTY
FIBER DESIGN
RUN: S-2
ROUTE MAP**

DESIGN BY:	ML	SCALE:	HORIZONTAL: 1" = 1000'
DRAWN BY:	RS	CHECKED BY:	N/A
APPROVED BY:	RS	PROJECT NO.:	2467-0013
DATE:	11/10/2023	SHEET:	4 OF 45
		PAGE:	2 OF 40

All underground pathways are designed and priced as boring for the least disruption to the existing surface. The only necessary disruption to the existing surface will be bore and receiving pits, typically 4' x 6', to occur every 300 feet if necessary and at the transition points from the new Underground Pathway (Orange) to Aerial Pathway (Magenta), Proposed Poles (Green) or existing Williamson County Underground. Each bore and receiving pit are designed and priced to be in the closest grass/dirt area, typically within S-15' of the transition point identified on the Route map, and not in concrete or asphalt areas.

MATCHLINE 1



LEGEND

- UNDERGROUND PATHWAY
- AERIAL PATHWAY
- PROPOSED POLES
- ▲ RADIO TOWER

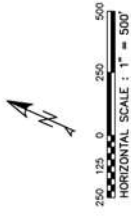
TOTAL RUN FOOTAGES	
AERIAL	10,978 LF
PROPOSED POLES	7,141 LF
UNDERGROUND	888 LF



WILLIAMSON COUNTY
 FIBER DESIGN
 RUN: S-3
 ROUTE MAP

DESIGN BY:	ML	SCALE:	HORIZONTAL: 1" = 1000'
DRAWN BY:	RS	CHECKED BY:	N/A
APPROVED BY:	RS	PROJECT NO.:	2467-0013
DATE:	11/9/2023	SHEET:	1 OF 1
		PAGE:	3 OF 40

All underground pathways are designed and priced as boring for the least disruption to the existing surface. The only necessary disruption to the existing surface will be bore and receiving pits, typically 4' x 6', to occur every 300-500' as necessary and at the transition points from the new Underground Pathway (Orange) to Aerial Pathway (Magenta), Proposed Poles (Green) or existing Williamson County Underground. Each bore and receiving pit are designed and priced to be in the closest grass/dirt area, typically within 5-15' of the transition point identified on the Route map, and not in concrete or asphalt areas.



LEGEND

- UNDERGROUND PATHWAY
- AERIAL PATHWAY
- PROPOSED POLES
- ▲ RADIO TOWER

TOTAL RUN FOOTAGES	
AERIAL	
PROPOSED POLES	8,575 LF
UNDERGROUND	442 LF



WILLIAMSON COUNTY
 FIBER DESIGN
 RUN: S-4
 ROUTE MAP

DESIGN BY:	ML	SCALE:	ML	HORIZONTAL:	1" = 500'
DRAWN BY:	RS	CHECKED BY:	RS	VERTICAL:	N/A
APPROVED BY:	RS	PROJECT NO.:	2467-0013	SHEET:	1 OF 1
DATE:	11/9/2023	PAGE:			4 of 40

All underground pathways are designed and priced as boring for the least disruption to the existing surface. The only necessary disruption to the existing surface will be bore and receiving pits, typically 48" dia. to occur every 300-500' as necessary and at the transition points from the new Underground Pathway (Orange) to Aerial Pathway (Magenta), Proposed Poles (Green) or existing Williamson County Underground. Each bore and receiving pit (as designed and priced to be in the closest grass/dirt area, typically within 5-15' of the transition point identified on the Route map, and not in concrete or asphalt areas).



START ADDRESS: 8160 CHANDLER RD
 START FACILITY: DWG TRAINING CENTER
 STRANDS: 288

SEE RUN S-4

FM 1660

CHANDLER RD



LEGEND

- UNDERGROUND PATHWAY
- AERIAL PATHWAY
- PROPOSED POLES
- ▲ RADIO TOWER

TOTAL RUN FOOTAGES	
AERIAL	18,012 LF
PROPOSED POLES	21,733 LF
UNDERGROUND	

MATCHLINE 1



CHANDLER RD

CR 366

MATCHLINE 2

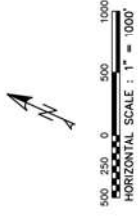


WILLIAMSON COUNTY
 FIBER DESIGN
 RUN: S-5
 ROUTE MAP

DESIGN BY:	ML	SCALE:	HORIZONTAL: 1" = 1000'
DRAWN BY:	ML	CHECKED BY:	RS
APPROVED BY:	RS	PROJECT NO.:	2467-0013
DATE:	11/29/2023	SHEET:	1 OF 2
		PAGE:	5 of 40

All underground pathways are designed and priced as boring for the least disruption to the existing surface. The only necessary disruption to the existing surface will be bore and receiving pits, typically 4' x 5', to occur every 300-500' as necessary and at the transition points from the new Underground Pathway (Orange) to Aerial Pathway (Magenta), Proposed Poles (Green) or existing Williamson County Underground. Each bore and receiving pit are designed and priced to be in the closest grass/dirt area, typically within 5-15' of the transition point identified on the Route map, and not in concrete or asphalt areas.

MATCHLINE 1



LEGEND

- UNDERGROUND PATHWAY
- AERIAL PATHWAY
- PROPOSED POLES
- ▲ RADIO TOWER

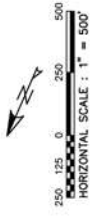
TOTAL RUN FOOTAGES	
AERIAL	18,012 LF
PROPOSED POLES	21,733 LF
UNDERGROUND	



WILLIAMSON COUNTY
 FIBER DESIGN
 RUN: S-5
 ROUTE MAP

DESIGN BY:	ML	SCALE:	HORIZONTAL: 1" = 1000'
DRAWN BY:	RS	CHECKED BY:	N/A
APPROVED BY:	RS	PROJECT NO.:	2467-0013
DATE:	11/9/2023	SHEET:	2 OF 2
		PAGE:	6 of 40

All underground pathways are designed and priced as boring for the least disruption to the existing surface. The only necessary disruption to the existing surface will be bore and receiving pits, typically 4' x 6', to occur every 300-500' as necessary and at the transition points from the new Underground Pathway (Orange) to Aerial Pathway (Magenta), Proposed Poles (Green) or existing Williamson County Underground. Each bore and receiving pit are designed and priced to be in the closest grass/dirt area, typically within 5-15' of the transition point identified on the Route map, and not in concrete or asphalt areas.



LEGEND

- UNDERGROUND PATHWAY
- AERIAL PATHWAY
- PROPOSED POLES
- ▲ RADIO TOWER

TOTAL RUN FOOTAGES	
AERIAL	5,862 LF
PROPOSED POLES	
UNDERGROUND	



All underground pathways are designed and priced as boring for the least disruption to the existing surface. The only necessary disruption to the existing surface will be boring for the least disruption to the existing surface. The only necessary disruption to the existing surface will be boring and receiving pits, typically 4' x 6', to occur every 300-500' as necessary and at the transition points from the new Underground Pathway (Orange) to Aerial Pathway (Magenta), Proposed Poles (Green) or existing Williamson County Underground. Each bore and receiving pit are designed and priced to be in the closest grass/dirt area, typically within S-15' of the transition point identified on the Route map, and not in concrete or asphalt areas.



WILLIAMSON COUNTY
FIBER DESIGN
RUN: S-6
ROUTE MAP

DESIGN BY:	ML	SCALE:	HORIZONTAL: 1" = 500'
DRAWN BY:	ML	CHECKED BY:	N/A
APPROVED BY:	RS	PROJECT NO.:	2467-0013
DATE:	11/9/2023	SHEET:	1 OF 1
		PAGE:	7 of 40



LEGEND

- UNDERGROUND PATHWAY
- AERIAL PATHWAY
- PROPOSED POLES
- ▲ RADIO TOWER

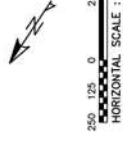
TOTAL RUN FOOTAGES	
AERIAL	5,105 LF
PROPOSED POLES	
EXISTING UNDERGROUND	469 LF



WILLIAMSON COUNTY
 FIBER DESIGN
 RUN: S-7
 ROUTE MAP

DESIGN BY:	ML	SCALE:	HORIZONTAL: 1" = 300'
DRAWN BY:	ML	CHECKED BY:	RS
APPROVED BY:	RS	PROJECT NO.:	2487-0013
DATE:	11/10/2023	SHEET:	1 OF 1
		PAGE:	8 of 40

All underground pathways are designed and priced as boring for the least disruption to the existing surface. The only necessary disruption to the existing surface will be bore and receiving pits, typically 4' x 6', to occur every 300-500' as necessary and at the transition points from the new Underground Pathway (Orange) to Aerial Pathway (Magenta), Proposed Poles (Green) or existing Williamson County Underground. Each bore and receiving pit are designed and priced to be in the closest grass/dirt area, typically within S-15' of the transition point identified on the Route map, and not in concrete or asphalt areas.



LEGEND

- UNDERGROUND PATHWAY
- AERIAL PATHWAY
- PROPOSED POLES
- ▲ RADIO TOWER

TOTAL RUN FOOTAGES	
AERIAL	9,441 LF
PROPOSED POLES	2,831 LF
UNDERGROUND	



WILLIAMSON COUNTY
 FIBER DESIGN
 RUN: S-7(2)
 ROUTE MAP

DESIGN BY:	ML	SCALE:	HORIZONTAL: 1" = 500'
DRAWN BY:	ML	CHECKED BY:	N/A
APPROVED BY:	RS	PROJECT NO.:	2467-0013
DATE:	11/9/2023	SHEET:	1 OF 1
		PAGE:	9 of 40

All underground pathways are designed and priced as boring for the least disruption to the existing surface. The only necessary disruption to the existing surface will be bore and receiving pits, typically 4' x 6', to occur every 300-500' as necessary and at the transition points from the new Underground Pathway (Orange) to Aerial Pathway (Magenta), Proposed Poles (Green) or existing Williamson County Underground. Each bore and receiving pit are designed and priced to be in the closest grass/dirt area, typically within 5-15' of the transition point identified on the Route map, and not in concrete or asphalt areas.



MATCHLINE 1



LEGEND

- UNDERGROUND PATHWAY
- AERIAL PATHWAY
- PROPOSED POLES
- ▲ RADIO TOWER

TOTAL RUN FOOTAGES	
AERIAL	7,093 LF
PROPOSED POLES	1,531 LF
UNDERGROUND	



MATCHLINE 1



WILLIAMSON COUNTY
FIBER DESIGN
RUN: S-8
ROUTE MAP

DESIGN BY:	ML	SCALE:	HORIZONTAL: 1" = 500'
DRAWN BY:	ML	CHECKED BY:	RS
APPROVED BY:	RS	PROJECT NO.:	2467-0013
DATE:	11/9/2023	SHEET:	1 OF 1
		PAGE:	10 of 40

All underground pathways are designed and priced as boring for the least disruption to the existing surface. The only necessary disruption to the existing surface will be bore and receiving pits, typically 4' x 6', to occur every 300-500' as necessary and at the transition points from the new Underground Pathway (Orange) to Aerial Pathway (Magenta), Proposed Poles (Green) or existing Williamson County Underground. Each bore and receiving pit are designed and priced to be in the closest grass/dirt area, typically within 5-15' of the transition point identified on the Route map, and not in concrete or asphalt areas.



250 125 0 250 500
HORIZONTAL SCALE : 1" = 500'

LEGEND

- UNDERGROUND PATHWAY
- AERIAL PATHWAY
- PROPOSED POLES
- ▲ RADIO TOWER

TOTAL RUN FOOTAGES	
AERIAL	14,918 LF
PROPOSED POLES	
EXISTING UNDERGROUND	184 LF

DESIGN BY: ML
DRAWN BY: ML
CHECKED BY: RS
APPROVED BY: RS
PROJECT NO.: 2487-0013
DATE: 11/10/2023

SCALE:
HORIZONTAL: 1" = 500'
VERTICAL: N/A
SHEET: 1 OF 1
PAGE: 11 of 40



250 125 0 250 500
HORIZONTAL SCALE : 1" = 500'

LEGEND

- UNDERGROUND PATHWAY
- AERIAL PATHWAY
- PROPOSED POLES
- ▲ RADIO TOWER

TOTAL RUN FOOTAGES	
AERIAL	14,918 LF
PROPOSED POLES	
EXISTING UNDERGROUND	184 LF

DESIGN BY: ML
DRAWN BY: ML
CHECKED BY: RS
APPROVED BY: RS
PROJECT NO.: 2487-0013
DATE: 11/10/2023

SCALE:
HORIZONTAL: 1" = 500'
VERTICAL: N/A
SHEET: 1 OF 1
PAGE: 11 of 40

All underground pathways are designed and priced as boring for the least disruption to the existing surface. The only necessary disruption to the existing surface will be bore and receiving pits, typically 4' x 6', to occur every 300-500' as necessary and at the transition points from the new Underground Pathway (Orange) to Aerial Pathway (Magenta), Proposed Poles (Green) or existing Williamson County Underground. Each bore and receiving pit are designed and priced to be in the closest grass/dirt area, typically within 5-15' of the transition point identified on the Route map, and not in concrete or asphalt areas.

DESIGN BY: ML
DRAWN BY: ML
CHECKED BY: RS
APPROVED BY: RS
PROJECT NO.: 2487-0013
DATE: 11/10/2023

SCALE:
HORIZONTAL: 1" = 500'
VERTICAL: N/A
SHEET: 1 OF 1
PAGE: 11 of 40

WILLIAMSON COUNTY
1548

bc BRYCOMM
NETWORK CABLEING (AV) SECURITY (OS)

WILLIAMSON COUNTY
FIBER DESIGN
RUN: S-9
ROUTE MAP



MATCHLINE 1



LEGEND

- AERIAL PATHWAY
- PROPOSED POLES
- UNDERGROUND PATHWAY

TOTAL RUN FOOTAGES	
AERIAL	20,866 LF
PROPOSED POLES	20,011 LF
UNDERGROUND	



MATCHLINE 2



WILLIAMSON COUNTY
FIBER DESIGN
RUN: S-10
ROUTE MAP

DESIGN BY:	SS	SCALE:	HORIZONTAL: 1"=1000'
DRAWN BY:	SS	CHECKED BY:	RS
APPROVED BY:	RS	PROJECT NO.:	2647-0013
DATE:	10/20/2023	SHEET:	1 OF 2
		PAGE:	12 of 40

All underground pathways are designed and priced as boring for the least disruption to the existing surface. The only necessary disruption to the existing surface will be bore and receiving pits, typically 4' x 5', to occur every 300-500' as necessary and at the transition points from the new Underground Pathway (Orange) to Aerial Pathway (Magenta), Proposed Poles (Green) or existing Williamson County Underground. Each bore and receiving pit are designed and priced to be in the closest grass/dirt area, typically within 5-15' of the transition point identified on the Route map, and not in concrete or asphalt areas.

MATCHLINE 1



LEGEND

- AERIAL PATHWAY
- PROPOSED POLES
- UNDERGROUND PATHWAY

TOTAL RUN FOOTAGES	
AERIAL	20,866 LF
PROPOSED POLES	20,011 LF
UNDERGROUND	



WILLIAMSON COUNTY
 FIBER DESIGN
 RUN: S-10
 ROUTE MAP

DESIGN BY:	SS	SCALE:	HORIZONTAL: 1"=1000'
DRAWN BY:	SS	CHECKED BY:	N/A
APPROVED BY:	RS	PROJECT NO.:	2647-0013
DATE:	10/20/2023	SHEET:	2 OF 2
		DATE:	10/20/2023
		PAGE:	13 of 40

All underground pathways are designed and priced as boring for the least disruption to the existing surface. The only necessary disruption to the existing surface will be bore and receiving pits, typically 4' x 6', to occur every 300-500' as necessary and at the transition points from the new Underground Pathway (Orange) to Aerial Pathway (Magenta), Proposed Poles (Green) or existing Williamson County Underground. Each bore and receiving pit are designed and priced to be in the closest grass/dirt area, typically within 5-15' of the transition point identified on the Route map, and not in concrete or asphalt areas.



250 125 0 250 500
 HORIZONTAL SCALE : 1" = 500'

LEGEND

- AERIAL PATHWAY
- PROPOSED POLES
- UNDERGROUND PATHWAY

TOTAL RUN FOOTAGES	
AERIAL	3,551 LF
PROPOSED POLES	680 LF
UNDERGROUND	



WILLIAMSON COUNTY
 FIBER DESIGN
 RUN: S-11
 ROUTE MAP

DESIGN BY:	SS	SCALE:	HORIZONTAL: 1"=500'
DRAWN BY:	SS	CHECKED BY:	N/A
APPROVED BY:	RS	PROJECT NO.:	2647-0013
DATE:	10-19-2023	SHEET:	1 OF 1
		DATE:	10-19-2023
		PAGE:	14 of 40

All underground pathways are designed and priced as boring for the least disruption to the existing surface. The only necessary disruption to the existing surface will be bore and receiving pits, typically 4' x 6', to occur every 300-500' as necessary and at the transition points from the new Underground Pathway (Orange) to Aerial Pathway (Magenta), Proposed Poles (Green) or existing Williamson County Underground. Each bore and receiving pit are designed and priced to be in the closest grass/dirt area, typically within 5-15' of the transition point identified on the Route map, and not in concrete or asphalt areas.



500 250 0 500 1000
 HORIZONTAL SCALE : 1" = 1000'

LEGEND

- AERIAL PATHWAY
- PROPOSED POLES
- UNDERGROUND PATHWAY

TOTAL RUN FOOTAGES	
AERIAL	16,468 LF
PROPOSED POLES	13,354 LF
UNDERGROUND	

MATCHLINE 1



START ADDRESS: SH 95 & DAVILLA ST, CRANGER
 START FACILITY: SPLICE BOX
 STRANDS: 144
 RUN: S-11

MATCHLINE 1



END ADDRESS: 500 CO. RD. 327
 END FACILITY: CRANGER TOWER
 STRANDS: 144

All underground pathways are designed and priced per DOT for 11.3' least disruption to the existing surface. The only necessary disruption to the existing surface will be bore and receiving pits, typically 4' x 6', to occur every 300-500' as necessary and at the transition points from the new Underground Pathway (Orange) to Aerial Pathway (Magenta), Proposed Poles (Green) or existing Williamson County Underground. Each bore and receiving pit are designed and priced to be in the closest grass/dirt area, typically within 5-15' of the transition point identified on the Route map, and not in concrete or asphalt areas.



WILLIAMSON COUNTY
 TEXAS



NETWORK CABLEING / AVI SECURITY / OSP

WILLIAMSON COUNTY
 FIBER DESIGN
 RUN: S-12
 ROUTE MAP

DESIGN BY:	SS	SCALE:	HORIZONTAL: 1"=1000'
DRAWN BY:	SS	CHECKED BY:	N/A
APPROVED BY:	RS	PROJECT NO.:	2647-0013
DATE:	10/20/2023	SHEET:	1 OF 1
		PAGE:	15 of 40



500 250 0 500 1000
 HORIZONTAL SCALE : 1" = 1000'

LEGEND

- AERIAL PATHWAY
- PROPOSED POLES
- UNDERGROUND PATHWAY

TOTAL RUN FOOTAGES	
AERIAL	44,056 LF
PROPOSED POLES	18,282 LF
UNDERGROUND	

MATCH INF 1



START ADDRESS:
 500 CO RD 377
 GRANGER, TX 76530
 GRANGER TOWER
 STRANDS: 144

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All underground pathways are designed and priced as boring for the least disruption to the existing surface. The only necessary disruption to the existing surface will be bore and receiving pits, typically 4' x 5', to occur every 300-500' as necessary and at the transition points from the new Underground Pathway (Orange) to Aerial Pathway (Magenta), Proposed Poles (Green) or existing Williamson County Underground. Each bore and receiving pit are designed and priced to be in the closest grass/dirt area, typically within 5-15' of the transition point identified on the Route map, and not in concrete or asphalt areas.



MATCH INF 2



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WILLIAMSON COUNTY
 FIBER DESIGN
 RUN: S-13
 ROUTE MAP

DESIGN BY:	SS	SCALE:	HORIZONTAL: 1"=1000'
DRAWN BY:	SS	CHECKED BY:	N/A
APPROVED BY:	RS	PROJECT NO.:	2647-0013
DATE:	10/20/2023	SHEET:	1 OF 1
		PAGE:	16 OF 40



LEGEND

- AERIAL PATHWAY
- PROPOSED POLES
- UNDERGROUND PATHWAY

TOTAL RUN FOOTAGES	
AERIAL	44,056 LF
PROPOSED POLES	18,282 LF
UNDERGROUND	



MATCHLINE 3



MATCHLINE 2



WILLIAMSON COUNTY
FIBER DESIGN
RUN: S-13
ROUTE MAP

DESIGN BY:	SS	SCALE:	HORIZONTAL: 1"=1000'
DRAWN BY:	SS	CHECKED BY:	N/A
APPROVED BY:	RS	PROJECT NO.:	2647-0013
DATE:	10/20/2023	SHEET:	2 OF 3
		PAGE:	17 of 40



MATCHLINE 4



MATCHLINE 3

All underground pathways are designed and priced as boring to the existing surface. The only necessary disruption to the existing surface will be bore and receiving pits, typically 4' x 6' to occur every 300-500' as necessary and at the transition points from the new Underground Pathway (Orange) to Aerial Pathway (Magenta), Proposed Poles (Green) or existing Williamson County Underground. Each bore and receiving pit are designed and priced to be in the closest grass/dirt area, typically within 5-15' of the transition point identified on the Route map, and not in concrete or asphalt areas.



MATCHLINE 4



LEGEND

- AERIAL PATHWAY
- PROPOSED POLES
- UNDERGROUND PATHWAY

TOTAL RUN FOOTAGES	
AERIAL	44,056 LF
PROPOSED POLES	18,282 LF
UNDERGROUND	

All underground pathways are designed and priced as boring for the least disruption to the existing surface. The only necessary disruption to the existing surface will be bore and receiving pits, typically 4' x 6', to occur every 300-500' as necessary and at the transition points from the new Underground Pathway (Orange) to Aerial Pathway (Magenta), Proposed Poles (Green) or existing Williamson County Underground. Each bore and receiving pit are designed and priced to be in the closest grass/dirt area, typically within 5-15' of the transition point identified on the Route map, and not in concrete or asphalt areas.



WILLIAMSON COUNTY
 FIBER DESIGN
 RUN: S-13
 ROUTE MAP

DESIGN BY:	SS	SCALE:	HORIZONTAL: 1"=1000'
DRAWN BY:	SS	CHECKED BY:	N/A
APPROVED BY:	RS	PROJECT NO.:	2647-0013
DATE:	10/20/2023	SHEET:	3 OF 3
		DATE:	10/20/2023
		PAGE:	18 of 40



LEGEND

- AERIAL PATHWAY
- PROPOSED POLES
- UNDERGROUND PATHWAY

TOTAL RUN FOOTAGES	
AERIAL	4,400 LF
PROPOSED POLES	5,268 LF
UNDERGROUND	



WILLIAMSON COUNTY
 FIBER DESIGN
 RUN: S-14
 ROUTE MAP

DESIGN BY:	SS	SCALE:	HORIZONTAL: 1"=1000'
DRAWN BY:	SS	CHECKED BY:	N/A
APPROVED BY:	RS	PROJECT NO.:	2647-0013
DATE:	10/20/2023	SHEET:	1 OF 1
		PAGE:	19 of 40

All underground pathways are designed and priced as boring for the least disruption to the existing surface. The only necessary disruption to the existing surface will be bore and receiving pits, typically 4' x 6', to occur every 300-500' as necessary and at the transition points from the new Underground Pathway (Orange) to Aerial Pathway (Magenta), Proposed Poles (Green) or existing Williamson County Underground. Each bore and receiving pit are designed and priced to be in the closest grass/dirt area, typically within 5-15' of the transition point identified on the Route map, and not in concrete or asphalt areas.



500 250 0 500 1000
 HORIZONTAL SCALE: 1" = 1000'

LEGEND

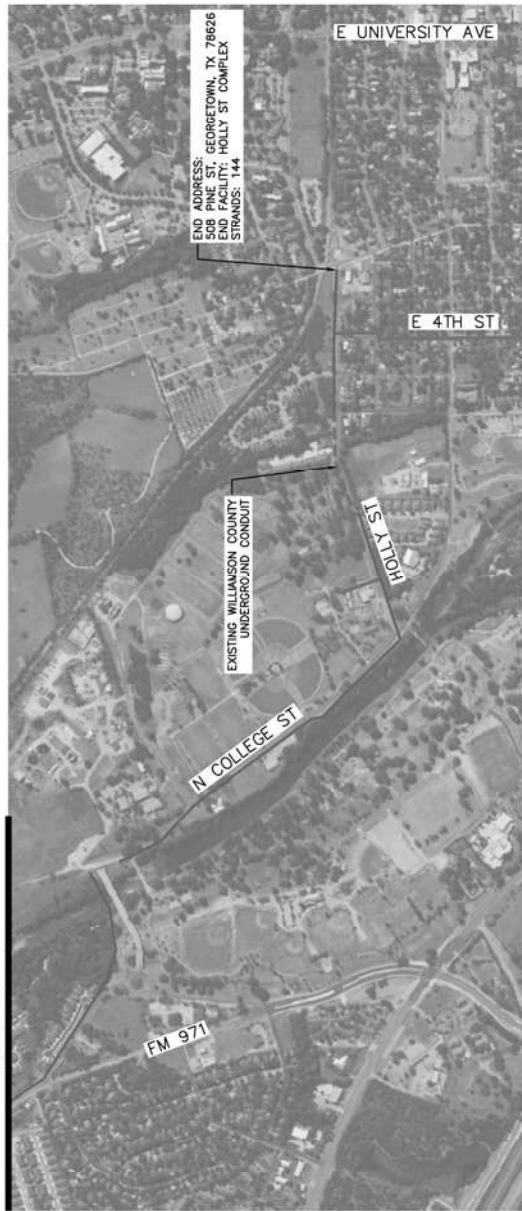
- AERIAL PATHWAY
- PROPOSED POLES
- UNDERGROUND PATHWAY

TOTAL RUN FOOTAGES	
AERIAL	13,427 LF
PROPOSED POLES	
UNDERGROUND	1,277 LF

MATCHLINE 1



MATCHLINE 1

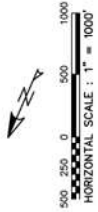


All underground pathways are designed and priced as boring for the least disruption to the existing surface. This only necessary disruption to the existing surface will be bore and receiving pits, typically 4' x 6', to occur every 300-500' as necessary and at the transition points from the new Underground Pathway (Orange) to Aerial Pathway (Magenta), Proposed Poles (Green) or existing Williamson County Underground. Each bore and receiving pit are designed and priced to be in the closest grass/dirt area, typically within S-15 of the transition point identified on the Route map, and not in concrete or asphalt areas.



WILLIAMSON COUNTY
 FIBER DESIGN
 RUN: S-15
 ROUTE MAP

DESIGN BY:	SS	SCALE:	HORIZONTAL: 1"=1000'
DRAWN BY:	SS	CHECKED BY:	N/A
APPROVED BY:	RS	PROJECT NO.:	2647-0013
DATE:	10/20/2023	SHEET:	1 OF 1
		PAGE:	20 of 40



LEGEND

- UNDERGROUND PATHWAY
- AERIAL PATHWAY
- PROPOSED POLES
- ▲ RADIO TOWER

FOOTAGES	
AERIAL	12,799 LF
PROPOSED POLES	1,1281 LF
UNDERGROUND	102 LF



WILLIAMSON COUNTY
FIBER DESIGN
RUN: S-16
ROUTE MAP

DESIGN BY:	ML	SCALE:	HORIZONTAL: 1" = 1000'
DRAWN BY:	ML	CHECKED BY:	N/A
APPROVED BY:	RS	PROJECT NO.:	2467-0013
DATE:	11/9/2023	SHEET:	1 OF 1
		PAGE:	21 of 40

All underground pathways are designed and priced as boring for the least disruption to the existing surface. The only necessary disruption to the existing surface will be bore and receiving pits, typically 4' x 6', to occur every 300-500' as necessary and at the transition points from the new Underground Pathway (Orange) to Aerial Pathway (Magenta), Proposed Poles (Green) or existing Williamson County Underground. Each bore and receiving pit are designed and priced to be in the closest grass/dirt area, typically within 5-15' of the transition point identified on the Route map, and not in concrete or asphalt areas.



LEGEND

- UNDERGROUND PATHWAY
- AERIAL PATHWAY
- PROPOSED POLES
- ▲ RADIO TOWER

TOTAL RUN FOOTAGES	
AERIAL	10,803 LF
PROPOSED POLES	
UNDERGROUND	

MATCHLINE 1



MATCHLINE 1

All underground pathways are designed and priced as boring for the least disruption to the existing surface. The only necessary disruption to the existing surface will be bore and receiving pits, typically 4' x 6', to occur every 300-500' as necessary and at the transition points from the new Underground Pathway (Orange) to Aerial Pathway (Magenta), Proposed Poles (Green) or existing Williamson County Underground. Each bore and receiving pit are designed and priced to be in the closest grass/dirt area, typically within S-15' of the transition point identified on the Route map, and not in concrete or asphalt areas.



WILLIAMSON COUNTY
FIBER DESIGN
RUN: S-17
ROUTE MAP

DESIGN BY:	ML	SCALE:	HORIZONTAL: 1" = 1000'
DRAWN BY:	ML	CHECKED BY:	RS
APPROVED BY:	RS	PROJECT NO.:	2467-0013
DATE:	11/9/2023	PAGE:	22 of 40

500 250 0 500 1000
 HORIZONTAL SCALE: 1" = 1000'



LEGEND

- UNDERGROUND PATHWAY
- AERIAL PATHWAY
- PROPOSED POLES
- ▲ RADIO TOWER

TOTAL RUN FOOTAGES	
AERIAL	20,406 LF
PROPOSED POLES	4,897 LF
UNDERGROUND	3,037 LF

MATCHLINE 1



MATCHLINE 1



WILLIAMSON COUNTY
 FIBER DESIGN
 RUN: S-18
 ROUTE MAP

DESIGN BY:	ML	SCALE:	HORIZONTAL: 1" = 1000'
DRAWN BY:	RS	CHECKED BY:	N/A
APPROVED BY:	RS	PROJECT NO.:	2467-0013
DATE:	11/9/2023	SHEET:	1 OF 1
		PAGE:	23 OF 40



LEGEND

- UNDERGROUND PATHWAY
- AERIAL PATHWAY
- PROPOSED POLES
- ▲ RADIO TOWER

TOTAL RUN FOOTAGES	
AERIAL	7,073 LF
PROPOSED POLES	1,355 LF
UNDERGROUND	



WILLIAMSON COUNTY
FIBER DESIGN
RUN: S-19
ROUTE MAP

DESIGN BY:	ML	SCALE:	HORIZONTAL: 1" = 1000'
DRAWN BY:	RS	CHECKED BY:	N/A
APPROVED BY:	RS	PROJECT NO.:	2467-0013
DATE:	11/9/2023	SHEET:	1 OF 1
		PAGE:	24 of 40

All underground pathways are designed and priced as boring for the least disruption to the existing surface. The only necessary disruption to the existing surface will be bore and receiving pits, typically 4' x 6', to occur every 300-500' as necessary and at the transition points from the new Underground Pathway (Orange) to Aerial Pathway (Magenta), Proposed Poles (Green) or existing Williamson County Underground. Each bore and receiving pit are designed and priced to be in the closest grass/dirt area, typically within 5-15' of the transition point identified on the Route map, and not in concrete or asphalt areas.



500 250 0 500 1000
 HORIZONTAL SCALE: 1" = 1000'

LEGEND

- UNDERGROUND PATHWAY
- AERIAL PATHWAY
- PROPOSED POLES
- ▲ RADIO TOWER

TOTAL RUN FOOTAGES	
AERIAL	21,141 LF
UNDERGROUND	2,483 LF

MATCHLINE 1



MATCHLINE 1

All underground pathways are designed and priced as boring to the existing surface. The only necessary disruption to the existing surface will be bore and receiving pits, typically 4' x 6', to occur every 300-500' as necessary and at the transition points from the new Underground Pathway (Orange) to Aerial Pathway (Magenta), Proposed Poles (Green) or existing Williamson County Underground. Each bore and receiving pit are designed and priced to be in the closest grass/dirt area, typically within 5-15' of the transition point identified on the Route map, and not in concrete or asphalt areas.



WILLIAMSON COUNTY
 FIBER DESIGN
 RUN: S-20
 ROUTE MAP

DESIGN BY:	ML	SCALE:	HORIZONTAL: 1" = 1000'
DRAWN BY:	ML	VERTICAL:	N/A
CHECKED BY:	RS	PROJECT NO.:	2467-0013
APPROVED BY:	RS	DATE:	11/9/2023
		SHEET:	1 OF 1
		PAGE:	25 of 40

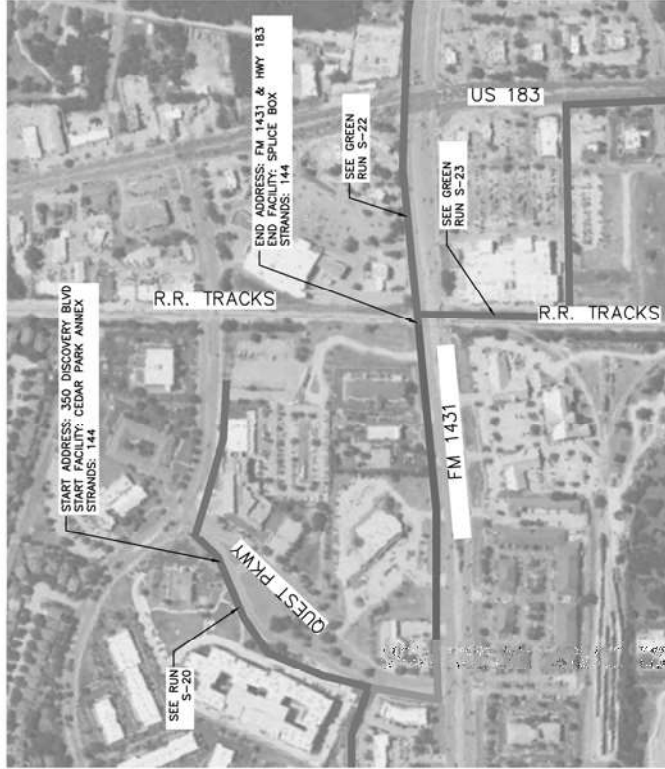


0 125 250 500
 HORIZONTAL SCALE : 1" = 500'

LEGEND

- UNDERGROUND PATHWAY
- AERIAL PATHWAY
- PROPOSED PCLES
- ▲ RADIO TOWER

TOTAL RUN FOOTAGES	
AERIAL	1,270 LF
PROPOSED POLES	
UNDERGROUND	519 LF



WILLIAMSON COUNTY
 FIBER DESIGN
 RUN: S-21
 ROUTE MAP

DESIGN BY:	ML	SCALE:	HORIZONTAL: 1" = 1000'
DRAWN BY:	ML	CHECKED BY:	RS
APPROVED BY:	RS	PROJECT NO.:	2487-0013
		DATE:	11/9/2023
		PAGE:	26 of 40

All underground pathways are designed and priced as boring for the least disruption to the existing surface. The only necessary disruption to the existing surface will be bore and receiving pits, typically 4' x 6', to occur every 300-500' as necessary and at the transition points from the new Underground Pathway (Orange) to Aerial Pathway (Magenta), Proposed Poles (Green), Proposed Poles (Green) or existing Williamson County Underground. Each bore and receiving pit are designed and priced to be in the closest grass/dirt area, typically within 5-15' of the transition point identified on the Route map, and not in concrete or asphalt areas.



0 500 1000
 HORIZONTAL SCALE : 1" = 1000'

LEGEND

- UNDERGROUND PATHWAY
- AERIAL PATHWAY
- PROPOSED PCLES
- ▲ RADIO TOWER

TOTAL RIN FOOTAGES	
AERIAL	14,429 LF
PROPOSED POLES	
UNDERGROUND	281 LF



All underground pathways are designed and priced as boring to the existing surface. The only necessary disruption to the existing surface will be bore and receiving pits, typically 4' x 6' to occur every 300-500' as necessary and at the transition points from the new Underground Pathway (Orange) to Aerial Pathway (Magenta), Proposed Poles (Green) or existing Williamson County Underground. Each bore and receiving pit are designed and priced to be in the closest grass/dirt area, typically within 5-15' of the transition point identified on the Route map, and not in concrete or asphalt areas.



WILLIAMSON COUNTY
 FIBER DESIGN
 RUN: S-22
 ROUTE MAP

DESIGN BY:	ML	SCALE:	ML
DRAWN BY:	RS	HORIZONTAL:	1" = 1000'
CHECKED BY:	RS	VERTICAL:	N/A
APPROVED BY:	RS	SHEET:	1 OF 1
PROJECT NO.:	2467-0013	DATE:	11/9/2023
PAGE:	27 of 40		



- LEGEND**
- AERIAL PATHWAY
 - PROPOSED POLES
 - UNDERGROUND PATHWAY

TOTAL RUN FOOTAGES	
AERIAL	52,205 LF
PROPOSED POLES	
UNDERGROUND	5,297 LF



All underground pathways are designed and priced as boring for the least disruption to the existing surface. The only necessary disruption to the existing surface will be bore and receiving pits, typically 4' x 6' to occur every 300-500' as necessary and at the transition points from the new Underground Pathway (Orange) to Aerial Pathway (Magenta), Proposed Poles (Green) or existing Williamson County Underground. Each bore and receiving pit are designed and priced to be in the closest grass/dirt area, typically within 5-15' of the transition point identified on the Route map, and not in concrete or asphalt areas.



WILLIAMSON COUNTY
FIBER DESIGN
RUN: S-23
ROUTE MAP

DESIGN BY:	SS	SCALE:	HORIZONTAL: 1"=1000'
DRAWN BY:	SS	CHECKED BY:	RS
APPROVED BY:	RS	PROJECT NO.:	2647-0013
DATE:	10/20/2023	SHEET:	1 OF 3
		PAGE:	28 of 40



LEGEND

- AERIAL PATHWAY
- PROPOSED POLES
- UNDERGROUND PATHWAY

TOTAL RUN FOOTAGES	
AERIAL	52,205 LF
PROPOSED POLES	
UNDERGROUND	5,297 LF



WILLIAMSON COUNTY
FIBER DESIGN
RUN: S-23
ROUTE MAP

DESIGN BY:	SS	SCALE:	HORIZONTAL: 1"=1000'
DRAWN BY:	SS	CHECKED BY:	N/A
APPROVED BY:	RS	PROJECT NO.:	2647-0013
DATE:	10/20/2023	SHEET:	2 OF 3
		PAGE:	29 of 40

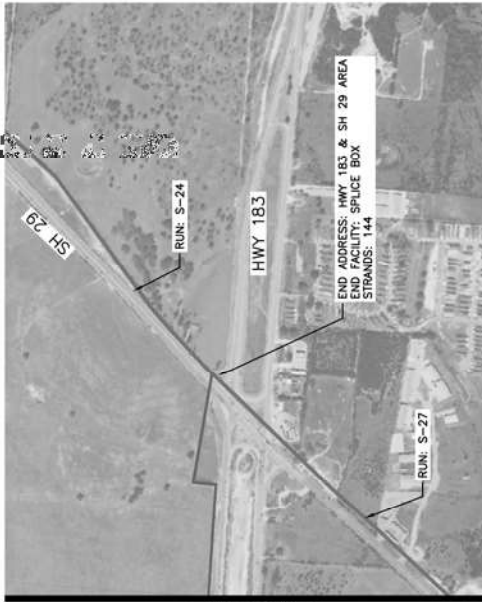
All underground pathways are designed and priced as boring for the least disruption to the existing surface. The only necessary disruption to the existing surface will be bore and receiving pits, typically 4' x 6', to occur every 300-500' as necessary and at the transition points from the new Underground Pathway (Orange) to Aerial Pathway (Magenta), Proposed Poles (Green) or existing Williamson County Underground. Each bore and receiving pit are designed and priced to be in the closest grass/dirt area, typically within 5-15' of the transition point identified on the Route map, and not in concrete or asphalt areas.



LEGEND

- AERIAL PATHWAY
- PROPOSED POLES
- UNDERGROUND PATHWAY

TOTAL RUN FOOTAGES	
AERIAL	52,205 LF
PROPOSED POLES	
UNDERGROUND	5,297 LF



All underground pathways are designed and priced as boring for the least disruption to the existing surface. The only necessary disruption to the existing surface will be bore and receiving pits, typically 4' x 6', to occur every 300-500' as necessary and at the transition points from the new Underground Pathway (Orange) to Aerial Pathway (Magenta), Proposed Poles (Green) or existing Williamson County Underground. Each bore and receiving pit are designed and priced to be in the closest grass/dirt area, typically within S-15' of the transition point identified on the Route map, and not in concrete or asphalt areas.



WILLIAMSON COUNTY
FIBER DESIGN
RUN: S-23
ROUTE MAP

DESIGN BY:	SS	SCALE:	HORIZONTAL: 1"=1000'
DRAWN BY:	RS	VERTICAL:	N/A
APPROVED BY:	RS	PROJECT NO.:	2847-0013
DATE:	10/20/2023	SHEET:	3 OF 3
		PAGE:	30 of 40



LEGEND

- AERIAL PATHWAY
- PROPOSED POLES
- UNDERGROUND PATHWAY

TOTAL RUN FOOTAGES	
AERIAL	16,051 LF
PROPOSED POLES	
UNDERGROUND	292 LF



MATCHLINE 1



MATCHLINE 1

All underground pathways are designed and priced as boring for the least disruption to the existing surface. The only necessary disruption to the existing surface will be bore and receiving pits, typically 4' x 6', to occur every 300-500' as necessary and at the transition points from the new Underground Pathway (Orange) to Aerial Pathway (Magenta), Proposed Poles (Green) or existing Williamson County Underground. Each bore and receiving pit are designed and priced to be in the closest grass/dirt area, typically within 5-15' of the transition point identified on the Route map, and not in concrete or asphalt areas.



WILLIAMSON COUNTY
FIBER DESIGN
RUN: S-24
ROUTE MAP

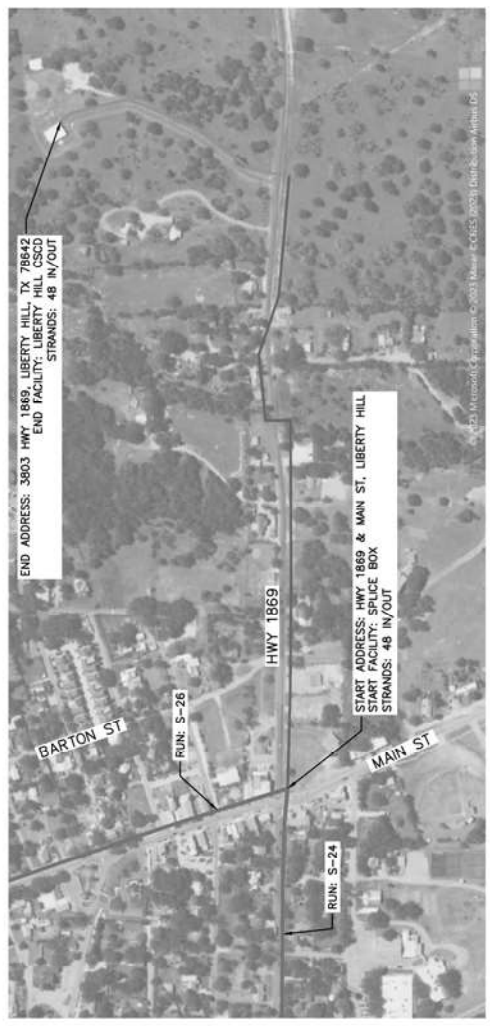
DESIGN BY:	SS	SCALE:	HORIZONTAL: 1"=1000'
DRAWN BY:	SS	CHECKED BY:	N/A
APPROVED BY:	RS	PROJECT NO.:	2647-0013
DATE:	10/20/2023	SHEET:	1 OF 1
		PAGE:	31 of 40



LEGEND

- AERIAL PATHWAY
- PROPOSED POLES
- UNDERGROUND PATHWAY

TOTAL RUN FOOTAGES	
AERIAL	2,650 LF
PROPOSED POLES	1,050 LF
UNDERGROUND	



WILLIAMSON COUNTY
 FIBER DESIGN
 RUN: S-25
 ROUTE MAP

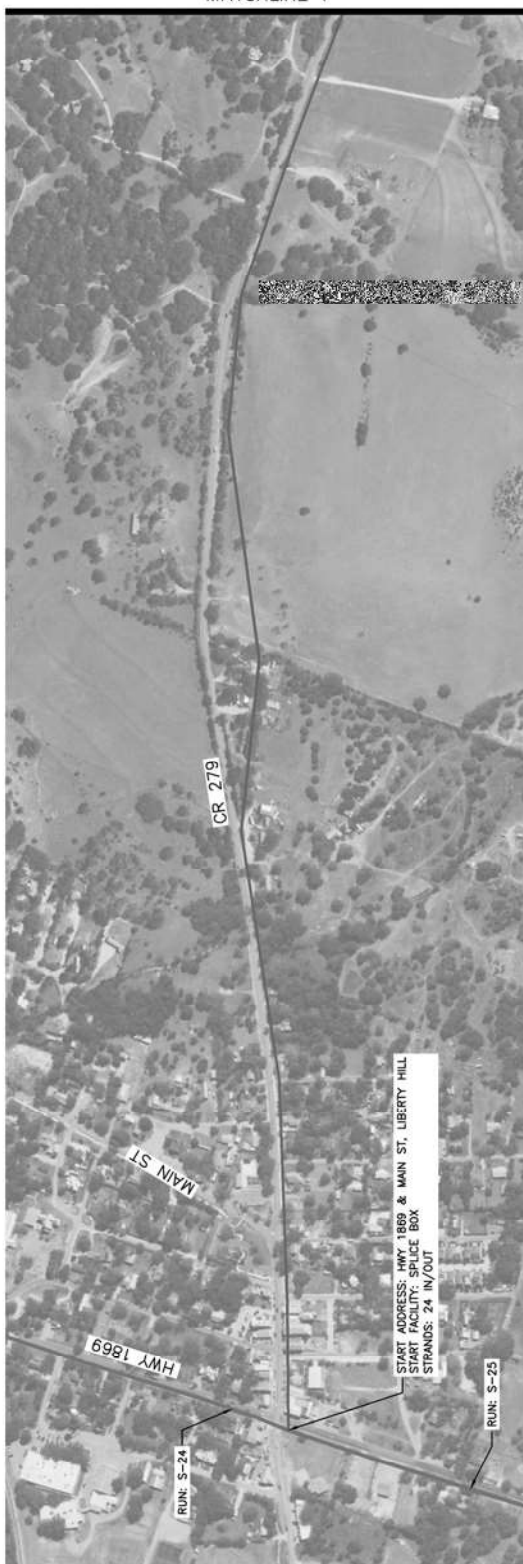
DESIGN BY:	SS	SCALE:	HORIZONTAL: 1"=500'
DRAWN BY:	SS	CHECKED BY:	N/A
APPROVED BY:	RS	PROJECT NO.:	2647-0013
DATE:	10/20/2023	SHEET:	1 OF 1
		PAGE:	32 of 40

All underground pathways are designed and priced as boring for the least disruption to the existing surface. The only necessary disruption to the existing surface will be bore and receiving pits, typically 4' x 6', to occur every 300-500' as necessary and at the transition points from the new Underground Pathway (Orange) to Aerial Pathway (Magenta), Proposed Poles (Green) or existing Williamson County Underground. Each bore and receiving pit are designed and priced to be in the closest grass/dirt area, typically within 5-15' of the transition point identified on the Route map, and not in concrete or asphalt areas.

250 175 0 250 500
 HORIZONTAL SCALE: 1" = 500'

LEGEND
 AERIAL PATHWAY
 PROPOSED POLES
 UNDERGROUND PATHWAY

TOTAL RUN FOOTAGES	
AERIAL	11,991 LF
PROPOSED POLES	2,845 LF
UNDERGROUND (PVT. PROPERTY)	116 LF



MATCHLINE 1



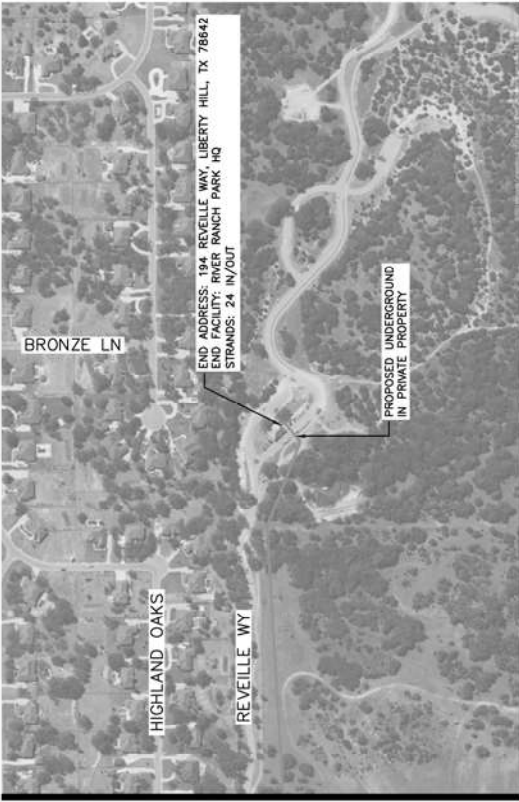
WILLIAMSON COUNTY
 FIBER DESIGN
 RUN: S-26
 ROUTE MAP

DESIGN BY:	SS	SCALE:	HORIZONTAL: 1"=500'
DRAWN BY:	RS	CHECKED BY:	N/A
APPROVED BY:	RS	PROJECT NO.:	2847-0013
DATE:	10/20/2023	SHEET:	1 OF 2
		PAGE:	33 of 40



MATCHLINE 1

All underground pathways are designed and priced as boring to the existing surface. The only necessary disruption to the existing surface will be bore and receiving pits. Bore and receiving pits are to occur every 500-600 feet as necessary and at the transition points from the new Underground Pathway (Orange) to Aerial Pathway (Magenta), Proposed Poles (Green) or existing Williamson County Underground. Each bore and receiving pit are to be in the closest grass/dirt area, typically within 5-15' of the transition point identified on the Route map, and not in concrete or asphalt areas.



LEGEND

- AERIAL PATHWAY
- PROPOSED POLES
- UNDERGROUND PATHWAY

TOTAL RUN FOOTAGES	
AERIAL	11,991 LF
PROPOSED POLES	2,845 LF
UNDERGROUND(PVT. PROPERTY)	116 LF

All underground pathways are designed and priced as boring to the existing surface. The only necessary disruption to the existing surface will be bore and receiving pits, typically 4' x 6', to occur every 300-500' as necessary and at the transition points from the new Underground Pathway (Orange) to Aerial Pathway (Magenta), Proposed Poles (Green) or existing Williamson County Underground. Each bore and receiving pit are designed and priced to be in the closest grass/dirt area, typically within 5-15' of the transition point identified on the Route map, and not in concrete or asphalt areas.



WILLIAMSON COUNTY
 FIBER DESIGN
 RUN: S-26
 ROUTE MAP

DESIGN BY:	SS	SCALE:	HORIZONTAL: 1"=500'
DRAWN BY:	SS	VERTICAL:	N/A
CHECKED BY:	RS	SHEET:	2 OF 2
APPROVED BY:	RS	PROJECT NO.:	2647-0013
DATE:	10/20/2023	PAGE:	34 of 40

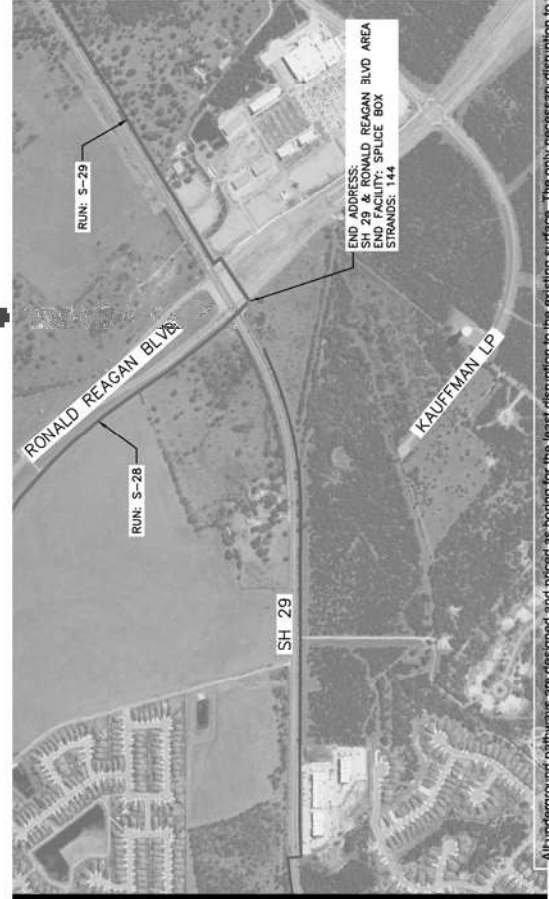


LEGEND

- AERIAL PATHWAY
- PROPOSED POLES
- UNDERGROUND PATHWAY

TOTAL RUN FOOTAGES	
AERIAL	14,980 LF
PROPOSED POLES	420 LF
UNDERGROUND	1,339 LF

MATCHLINE 1



MATCHLINE 1

All underground pathways are designed and priced as boring for the least disruption to the existing surface. The only necessary disruption to the existing surface will be bore and receiving pits, typically 4' x 6', to occur every 300-500' as necessary and at the transition points from the new Underground Pathway (Orange) to Aerial Pathway (Magenta). Proposed Poles (Green) or existing Williamson County Underground. Each bore and receiving pit are designed and priced to be in the closest grass/dirt area, typically within 5-15' of the transition point identified on the Route map, and not in concrete or asphalt areas.



WILLIAMSON COUNTY
FIBER DESIGN
RUN: S-27
ROUTE MAP

DESIGN BY:	SS	SCALE:	HORIZONTAL: 1"=1000'
DRAWN BY:	SS	CHECKED BY:	N/A
APPROVED BY:	RS	PROJECT NO.:	2647-0013
DATE:	10/20/2023	SHEET:	1 OF 1
		PAGE:	35 of 40



LEGEND

- AERIAL PATHWAY
- PROPOSED POLES
- UNDERGROUND PATHWAY

TOTAL RUN FOOTAGES	
AERIAL	19,659 LF
PROPOSED POLES	9,988 LF
UNDERGROUND	649 LF

MATCHLINE 1



MATCHLINE 1

MATCHLINE 2

All underground pathways are designed and priced as boring for the least disruption to the existing surface. The only necessary disruption to the existing surface will be bore and receiving pits, typically 4' x 6', to occur every 300-500' as necessary and at the transition points from the new Underground Pathway (Orange) to Aerial Pathway (Magenta), Proposed Poles (Green) or existing Williamson County Underground. Each bore and receiving pit are designed and priced to be in the closest grass/dirt area, typically within S-15' of the transition point identified on the Route map, and not in concrete or asphalt areas.



WILLIAMSON COUNTY
FIBER DESIGN
RUN: S-28
ROUTE MAP

DESIGN BY:	SS	SCALE:	HORIZONTAL: 1"=1000'
DRAWN BY:	RS	CHECKED BY:	N/A
APPROVED BY:	RS	PROJECT NO.:	2847-0013
DATE:	10/20/2023	SHEET:	1 OF 2
		DATE:	10/20/2023
		PAGE:	36 of 40



MATCHLINE 2

500 250 0 500 1000
HORIZONTAL SCALE: 1" = 1000'

LEGEND

- AERIAL PATHWAY
- PROPOSED POLES
- UNDERGROUND PATHWAY

TOTAL RUN FOOTAGES	
AERIAL	19,659 LF
PROPOSED POLES	9,988 LF
UNDERGROUND	649 LF



WILLIAMSON COUNTY
FIBER DESIGN
RUN: S-28
ROUTE MAP

DESIGN BY: SS	SCALE: HORIZONTAL: 1"=1000'
DRAWN BY: SS	VERTICAL: N/A
CHECKED BY: RS	SHEET: 2 OF 2
APPROVED BY: RS	PROJECT NO.: 2647-0013
DATE: 10/20/2023	PAGE: 37 of 40

All underground pathways are designed and priced as boring for the least disruption to the existing surface. The only necessary disruption to the existing surface will be bore and receiving pits, typically 4' x 6', to occur every 300-500' as necessary and at the transition points from the new Underground Pathway (Orange) to Aerial Pathway (Magenta), Proposed Poles (Green) or existing Williamson County Underground. Each bore and receiving pit are designed and priced to be in the closest grass/dirt area, typically within 5-15' of the transition point identified on the Route map, and not in concrete or asphalt areas.



500 250 0 500 1000
 HORIZONTAL SCALE: 1" = 1000'

LEGEND

- AERIAL PATHWAY
- PROPOSED POLES
- UNDERGROUND PATHWAY

TOTAL RUN FOOTAGES	
AERIAL	48,502 LF
PROPOSED POLES	526 LF
UNDERGROUND	1,458 LF
EXISTING UNDERGROUND	376 LF

MATCHLINE 1



MATCHLINE 2



MATCHLINE 1

All underground pathways are designed and priced as boring for the least disruption to the existing surface. The only necessary disruption to the existing surface will be bore and receiving pits, typically 4' x 6', to occur every 300-500' as necessary and at the transition points from the new Underground Pathway (Orange) to Aerial Pathway (Magenta), Proposed Poles (Green) or existing Williamson County Underground. Each bore and receiving pit are designed and priced to be in the closest grass/dirt area, typically within 15' of the transition point identified on the Route map, and not in concrete or asphalt areas.



WILLIAMSON
 COUNTY
 TEXAS



WILLIAMSON COUNTY
 FIBER DESIGN
 RUN: S-29
 ROUTE MAP

DESIGN BY:	SS	SCALE:	HORIZONTAL: 1"=1000'
DRAWN BY:	SS	VERTICAL:	N/A
CHECKED BY:	RS	SHEET:	1 OF 3
APPROVED BY:	RS	PROJECT NO.:	2647-0013
DATE:	10/20/2023	PAGE:	38 of 40



- LEGEND**
- AERIAL PATHWAY
 - PROPOSED POLES
 - UNDERGROUND PATHWAY

TOTAL RUN FOOTAGES	
AERIAL	48,502 LF
PROPOSED POLES	526 LF
UNDERGROUND	1,458 LF
EXISTING UNDERGROUND	376 LF



MATCHLINE 3



MATCHLINE 2

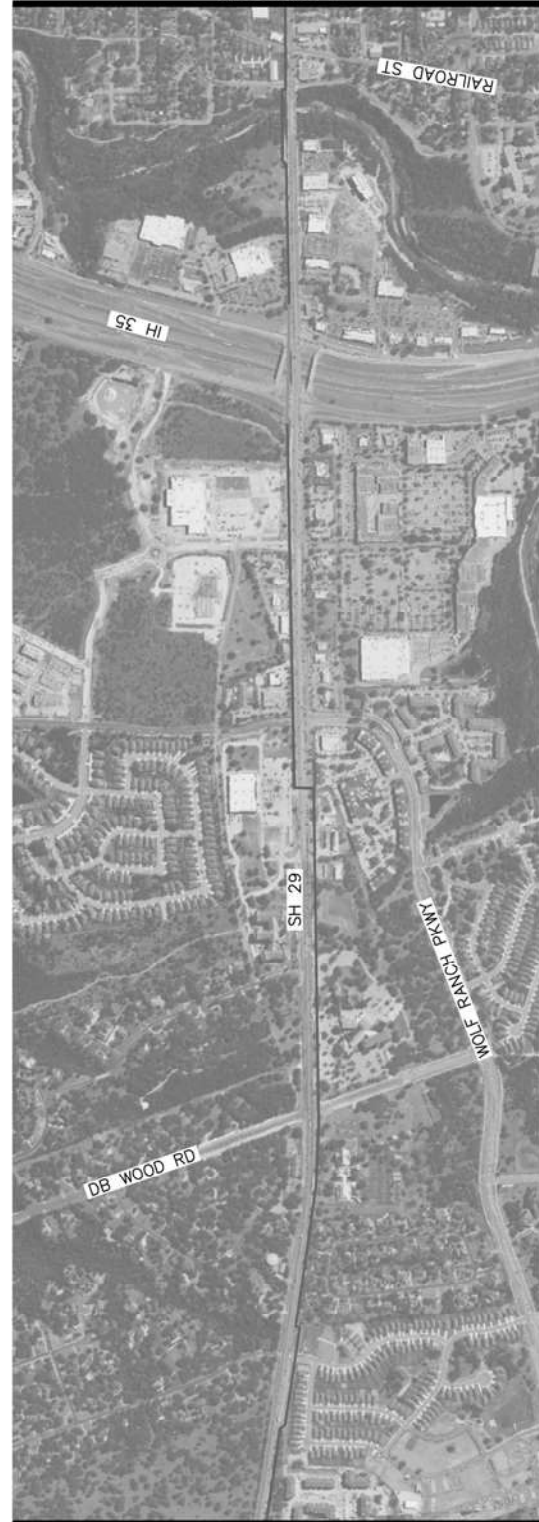


WILLIAMSON COUNTY
FIBER DESIGN
RUN: S-29
ROUTE MAP

DESIGN BY:	SS	SCALE:	HORIZONTAL: 1"=1000'
DRAWN BY:	SS	CHECKED BY:	N/A
APPROVED BY:	RS	PROJECT NO.:	2647-0013
DATE:	10/20/2023	SHEET:	2 OF 3
		PAGE:	39 of 40



MATCHLINE 4



MATCHLINE 3

All underground pathways are designed and priced as boring for the least disruption to the existing surface. The only necessary disruption to the existing surface will be bore and receiving pits, typically 4' x 6', to occur every 300-500' as necessary and at the transition points from the new Underground Pathway (Orange) to Aerial Pathway (Magenta), Proposed Poles (Green) or existing Williamson County Underground. Each bore and receiving pit are designed and priced to be in the closest grass/dirt area, typically within 5-15' of the transition point identified on the Route map, and not in concrete or asphalt areas.

MATCHLINE 4



LEGEND

- AERIAL PATHWAY
- PROPOSED POLES
- UNDERGROUND PATHWAY

TOTAL RUN FOOTAGES	
AERIAL	48,502 LF
PROPOSED POLES	526 LF
UNDERGROUND	1,458 LF
EXISTING UNDERGROUND	376 LF



WILLIAMSON COUNTY
FIBER DESIGN
RUN: S-29
ROUTE MAP

DESIGN BY: SS	SCALE: HORIZONTAL: 1"=500'
DRAWN BY: SS	VERTICAL: N/A
CHECKED BY: RS	SHEET: 3 OF 3
APPROVED BY: RS	PROJECT NO.: 2647-0013
DATE: 10/20/2023	PAGE: 40 of 40

All underground pathways are designed and priced as boring for the least disruption to the existing surface. The only necessary disruption to the existing surface will be bore and receiving pits, typically 4' x 6', to occur every 300-500' as necessary and at the transition points from the new Underground Pathway (Orange) to Aerial Pathway (Magenta), Proposed Poles (Green) or existing Williamson County Underground. Each bore and receiving pit are designed and priced to be in the closest grass/dirt area, typically within 5-15' of the transition point identified on the Route map, and not in concrete or asphalt areas.



January 23, 2024

To: Purchasing Department

From: Richard Semple, Chief Information Officer

Subject: 23RFP111 Williamson County Fiber Optic Cabling Expansion

Re: RFP Award

A Request for Proposals was advertised in Bonfire to construct fiber optic cabling around Williamson County. In response to Solicitation #23RFP111, the Purchasing Department received five responses.

The Evaluation Committee, with Purchasing Department overview, recommends that Brymer Communication Services, LLC (DBA Brycomm) be awarded the Williamson County Fiber Optic Cabling Expansion for Williamson County. - Solicitation #23RFP111.

Sincerely,

A handwritten signature in cursive script that reads 'Richard Semple'.

Richard Semple
Chief Information Officer
Williamson County Technology Services



23RFP111 - 23RFP111 Williamson County Fiber Optic Cabling Expansion Scoring Summary

Active Submissions

Supplier	Total / 100 pts	Cost / 25 pts	Technical Capabilities / 15 pts	Qualifications/Experi ence / 15 pts	Project Delivery / 25 pts	Financial Condition of Contractor / 10 pts	Innovation of Solution / 10 pts	References Pass/Fail
BryComm	100	25	15	15	25	10	10	Pass
P & C communications	75	20	5	15	25	10	0	Fail
Triumph Cabling Systems	73	10	15	15	25	8	0	Fail
Circet USA	32	15	5	5	5	0	2	Fail
Jacqueline Construction	17	0	5	5	5	0	2	Pass



BRYCOMM
NETWORK CABLING | LIGHTING | A/V | SECURITY | OSP

Attachment 8

Form 1295

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Brymer Communication Services, LLC dba BryComm, LLC
Hutto, TX United States

Certificate Number:
2023-1085655

Date Filed:
10/20/2023

Date Acknowledged:

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

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
23RFP111
Installation of outside fiber

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Brymer Communication Services, LLC	Hutto, TX United States	X	

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is Michael Bencivenga, and my date of birth is [REDACTED].

My address is 1308 Alpine Mountain Dr., Leander, TX, 78641, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Williamson County, State of Texas, on the 30th day of October, 2023.
(month) (year)

Michael Bencivenga

Digitally signed by Michael Bencivenga
DN: C=US, E=mike.bencivenga@brycomm.com,
O=BryComm, OU=Estimating, CN=Michael Bencivenga
Date: 2023.10.30 12:16:05-05'00'

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
 Brymer Communication Services, LLC dba BryComm, LLC
 Hutto, TX United States

Certificate Number:
 2023-1085655

Date Filed:
 10/20/2023

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

Date Acknowledged:
 10/23/2023

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.
 23RFP111
 Installation of outside fiber

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Brymer Communication Services, LLC	Hutto, 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

36.

Meeting Date: 02/13/2024

Approval of Construction Agreement with G2 Construction Services, Inc. for Cedar Park Annex Restroom Remodel for Facilities Management.

Submitted For: Joy Simonton

Submitted By: Johnny Grimaldo, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the purchase and service contract #2024130 between G2 Construction Services, Inc. and Williamson County for Cedar Park Annex Restroom Remodel, in the amount of One Hundred One thousand Dollars (\$101,000.00), pursuant to TIPS contract 211001, and authorize execution of the agreement.

Background

This project is for the Cedar Park Annex Restroom remodel located at 350 Discovery Blvd, Cedar Park, TX. The proposal includes a detailed scope of work. The funding source is 01.0100.1032.004509 and the point of contact is Christy Matoska.

Fiscal Impact

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

Attachments

Construction Contract
Form 1295 G2 Construction Services

Form Review

Inbox

Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Johnny Grimaldo
Final Approval Date: 02/08/2024

Reviewed By

Joy Simonton
Becky Pruitt

Date

02/07/2024 01:53 PM
02/08/2024 09:17 AM
Started On: 02/06/2024 10:45 AM



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 **Cedar Park Annex restroom remodel** (hereinafter called the “Project”). The Contractor shall have the overall responsibility for and shall provide complete construction services and furnish all materials, equipment, tools and labor as necessary or reasonably inferable to complete the Project, or any phase of the Project, in accordance with the Owner’s requirements and the terms of this Agreement (hereinafter collectively referred to as the “Work”).

ARTICLE 2 CONTRACT PRICE: Owner agrees to pay to the Contractor, for the satisfactory performance of the Work, the sum of **One Hundred One Thousand Dollars (\$101,000.00)** 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 **Sixty (60) 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 Schedule Of Values

Contractor shall submit to the Owner, before the first Application for Payment, a schedule of values allocating the entire Contract Price 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.

5.2 Applications For Payment

- 5.2.1 Contractor shall submit to the Owner an itemized Application for Payment prepared in accordance with the schedule of values 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 may require, such as copies of requisitions from

subcontractors and material suppliers and shall reflect retainage if provided for in the Agreement.

5.2.1.1 Such applications may include requests for payment on account of changes in the Work that have been properly authorized by written Change Orders.

5.2.1.2 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.

5.2.1.3 If requested by Owner or required elsewhere in the Agreement, 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 (if any) 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.

5.2.2 Unless otherwise provided in the Agreement, 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.

5.2.3 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.

5.2.3.1 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), provided the Owner has paid Contractor pursuant to the requirements of the Agreement. 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.

5.2.3.2 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, including, without limitation, the duty to defend and indemnify Owner.

5.2.3.3 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 Price.

5.2.3.4 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.

5.3 Certificates For Payment

5.3.1 The Owner will, within seven (7) business days after receipt of the Contractor's Application for Payment, issue a Certificate for Payment, with a copy to the Contractor, for such amount as the Owner determines is properly due, or notify the Contractor in writing of the Owner's reasons for withholding certification in whole or in part as provided.

5.3.2 The issuance of a Certificate for Payment will constitute a representation by the Owner, based

on the Owner's evaluation of the Work and the data comprising the Application for Payment, that, to the best of the Owner'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 Agreement. The foregoing representations are subject to an evaluation of the Work for conformance with the Agreement upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Agreement prior to completion and to specific qualifications expressed by the Owner. 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 Owner 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 Price.

5.4 Decisions To Withhold Certification

5.4.1 The Owner may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Owner's opinion the representations to the Owner required herein cannot be made. If the Owner is unable to certify payment in the amount of the Application, the Owner will notify the Contractor. If the Contractor or Contractor and Owner, as the case may be, cannot agree on a revised amount, the Owner will promptly issue a Certificate for Payment for the amount that can be certified. The Owner 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's opinion to protect the Owner from loss for which the Contractor is responsible because of:

5.4.1.1 defective Work not remedied;

5.4.1.2 third party claims filed or reasonable evidence indicating probable filing of such claims;

5.4.1.3 failure of the Contractor to make payments properly to subcontractors or for labor, materials or equipment;

5.4.1.4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Price;

5.4.1.5 damage to the Owner or a separate contractor;

5.4.1.6 failure to maintain the scheduled progress, or reasonable evidence that the Work will not be completed within the Contract Time;

5.4.1.7 failure to comply with the requirements of Texas Government Code, Chapter 2258 (Prevailing Wage Law);

5.4.1.8 failure to include sufficient documentation to support the amount of payment requested for the Project;

5.4.1.9 failure to obtain, maintain, or renew insurance coverage, payment/performance

bonds or warranty bond required by the Agreement; or
5.4.1.10 repeated failure to carry out the Work in accordance with the Agreement.

5.4.2 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

5.5 Progress Payments

5.5.1 The Owner shall make payment in the manner and within the time provided in the Agreement and in accordance with Texas Government Code, Chapter 2251.

5.5.2 The Contractor shall pay each subcontractor and material and equipment suppliers no later than ten (10) calendar days after receipt of payment from the Owner the amount to which the subcontractor or material and equipment suppliers is entitled. Payments to subcontractors may reflect the 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.

5.5.3 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. The Owner shall not have an obligation to pay or to see to the payment of money to a subcontractor, except as may otherwise be required by law.

5.5.4 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 Agreement.

5.6 Failure Of Payment

5.6.1 If the Owner is required to issue Certificates for Payment and, through no fault of the Contractor, the Owner fails to timely issue Certificates for Payment in the time permitted in the Agreement, or if the Owner does not pay the Contractor by the date established in the Agreement, then the Contractor may, upon twenty-one (21) business days written notice to the Owner, stop the Work until payment of the amount owing has been received.

5.6.2 If the Owner is entitled to reimbursement or payment from the Contractor under or pursuant to the Agreement, such payment shall be made promptly upon demand by the Owner. Notwithstanding anything contained in the Agreement 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 Price 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 Price by an amount equal to that which the Owner is entitled.

5.7 Substantial Completion

- 5.7.1** 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 Agreement 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.
- 5.7.2** 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 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 Agreement.
- 5.7.3** Upon receipt of the Contractor's punch list, the Owner will examine the Work to determine whether the Work or designated portion thereof is substantially complete. If the Owner's examination discloses any item, whether or not included on the Contractor's punch list, that is not sufficiently complete in accordance with the Agreement, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Owner. In such case, the Contractor shall then submit a request for another examination by the Owner to determine Substantial Completion.
- 5.7.4** When the Work or designated portion thereof is substantially complete, the 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 Agreement shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.
- 5.7.5** 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 of Substantial Completion. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage.

5.8 Partial Occupancy or Use

- 5.8.1** 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, 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 Agreement. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Owner as provided herein. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld.

- 5.8.2 Immediately prior to partial occupancy or use, the Owner and Contractor 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.
- 5.8.3 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 Agreement.

5.9 Final Completion and Final Payment

- 5.9.1 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 will make such inspection and, when the Owner finds the Work acceptable under the Agreement and the Agreement fully performed, the Owner will issue a final Certificate for Payment for the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. All warranties and guarantees required under or pursuant to the Agreement shall be assembled and delivered by the Contractor to the Owner as part of the final Application for Payment. The final Certificate for Payment will not be issued by the Owner until all warranties and guarantees have been received and accepted by the Owner.
- 5.9.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Owner (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 Agreement 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 Agreement, (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 Agreement, to the extent and in such form as may be designated by the Owner.
- 5.9.3 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 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 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 \$1,000,000.

6.5.2 Workers' Compensation Insurance Coverage:

- 1. Definitions:
 - (a) Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the Project.
 - (b) Duration of the Project - includes the time from the beginning of the work on the Project until the Contractor's/person's work on the Project has been completed and accepted by the Owner.
 - (c) Coverage – Workers' compensation insurance meeting the statutory requirements of the Texas Labor Code, §401.011(44).
 - (d) Persons providing services on the Project ("subcontractor") - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the Project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the Project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the Project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.
- 2. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, §401.011(44) for all employees of the Contractor providing services on the Project, for the duration of the Project.

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

- i. a certificate of coverage, prior to the other person beginning work on the Project; and
- ii. a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;

(e) retain all required certificate of coverage on file for the duration of the Project and for one year thereafter;

(f) notify the Owner in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project; and

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

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

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

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

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

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

6.5.6 The furnishing of the above listed insurance coverage, as may be modified by the Agreement, must be tendered prior to execution of the Agreement/Contract, and in no event

later than ten (10) days from Notice of Award. Failure to provide the insurance in a timely fashion may result in loss of Contractor's bid bond.

- 6.5.7** Owner reserves the right to review the insurance requirements set forth herein during the Agreement and to make reasonable adjustments to the insurance coverage and their limits when deemed necessary and prudent by the Owner based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Contractor.
- 6.5.8** Owner shall be entitled, upon request, and without expense, to receive complete copies of the policies with all endorsements and may make any reasonable requests for deletion, or revision or modification of particular policy terms, conditions, limitations, or exclusions, except where policy provisions are established by law or regulation binding upon the Parties or the underwriter of any of such policies. Damages caused by the Contractor and not covered by insurance shall be paid by the Contractor.
- 6.5.9** Contractor shall be responsible for payment of premiums for all of the insurance coverages required hereunder. Contractor further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Contractor is responsible hereunder, Contractor shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over \$75,000 in the Contractor's insurance must be declared and approved in writing by Owner in advance.
- 6.5.10** Contractor shall contractually require each person or entity with whom it contracts to provide services in relation to the Work, to comply with every insurance requirement that Contractor must comply with hereunder. More specifically, each person or entity with whom Contractor contracts to provide services on the in relation to the Work must comply with each insurance requirement hereunder just as if such person or entity was the Contractor. Thus, every reference to Contractor under each insurance requirement hereunder shall mean and include each person or entity with whom Contractor contracts to provide services in relation to the Work. If any such person or entity with whom Contractor contracts to provide services in relation to the Work fails to obtain, maintain or renew any insurance required by this Agreement, Owner may, among other remedies available hereunder or at law, obtain insurance coverage directly and recover the cost of that insurance from the Contractor or declare this Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

ARTICLE 7 INDEMNITY:

7.1 INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, Contractor SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF OWNER'S CHOOSING), AND HOLD HARMLESS OWNER, AND OWNER'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF INDEMNITEES' GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF CONTRACTOR, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE PROJECT SITE

OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK. CONTRACTOR HEREBY INDEMNIFIES THE INDEMNITEES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE SOLE, COMPARATIVE OR CONCURRENT NEGLIGENCE OR THE STRICT LIABILITY OF ANY INDEMNIFIED PARTY. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

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

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

ARTICLE 8 WARRANTY:

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

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

ARTICLE 9 PREVAILING WAGE RATE:

9.1 Duty to Pay Prevailing Wage Rates. The Contractor shall pay not less than the wage scale of the various classes of labor as shown on the "Prevailing Wage Schedule", as defined below. The specified wage rates are minimum rates only, and are not representations that qualified labor adequate to perform the Work is available locally at the prevailing wage rates. The Owner is not bound to pay—and will not consider—any claims for additional compensation made by any

Contractor because the Contractor pays wages in excess of the applicable minimum rate contained in the Agreement. The "Prevailing Wage Schedule" is not a representation that quantities of qualified labor adequate to perform the Work may be found locally at the specified wage rates.

9.1.2 For classifications not shown, workers shall not be paid less than the wage indicated for Laborers. The Contractor shall notify each worker commencing work on the Project of the worker's job classification and the established minimum wage rate required to be paid, as well as the actual amount being paid. The notice must be delivered to and signed in acknowledgement of receipt by the employee and must list both the monetary wages and fringe benefits to be paid or furnished for each classification in which the worker is assigned duties. When requested by Owner, competent evidence of compliance with the Texas Prevailing Wage Law shall be furnished by Contractor.

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

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

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

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

Wage Schedule and any supplements thereto, together with the applicable penalties, such amounts being subtracted from successive progress payments pending a final decision on the violation.

9.5 Arbitration Required if Violation not Resolved. After the Owner makes its initial determination, the affected Contractor or Subcontractor and worker have fourteen (14) days in which to resolve the issue of whether a violation occurred, including the amount that should be retained by Owner or paid to the affected worker. If the Contractor or Subcontractor and affected worker reach an agreement concerning the worker's claim, the Contractor shall promptly notify the Owner in a written document signed by the worker. If the Contractor or Subcontractor and affected worker do not agree before the fifteenth (15th) day after the Owner's determination, the Contractor or Subcontractor and affected worker must participate in binding arbitration in accordance with the Texas General Arbitration Act, Chapter 171, Tex. Civ. Prac. & Rem. Code. The parties to the arbitration have ten (10) days after the expiration of the fifteen (15) days referred to above, to agree on an arbitrator; if by the eleventh (11th) day there is no agreement to an arbitrator, a district court shall appoint an arbitrator on the petition of any of the parties to the arbitration.

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

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

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

ARTICLE 10 BONDS:

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

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

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

ARTICLE 11 TERMINATION OR SUSPENSION OF THE AGREEMENT

11.1 Termination by Contractor

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

- 11.1.1** Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- 11.1.2** An act of government, such as a declaration of national emergency that requires all Work to be stopped;
- 11.1.3** Because the Owner has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in the Agreement, or because the Owner has not made payment on an undisputed Certificate for Payment within the time stated in the Agreement; or
- 11.1.4** 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 further payment until the Work is finished. In the event that it is determined that sufficient cause did not exist for termination under this **Section 11.2**, then the termination shall be considered a termination for convenience, under **Section 11.4**, below.

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

11.3 Suspension by the Owner for Convenience

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

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

11.3.2.1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or

11.3.2.2 that an equitable adjustment is made or denied under another provision of the Agreement.

11.4 Termination by the Owner for Convenience

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

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

11.4.2.1 Cease operations as directed by the Owner in the notice;

11.4.2.2 Take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and

11.4.2.3 Except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

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

ARTICLE 12 MISCELLANEOUS PROVISIONS:

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

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

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

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

12.4 Governing Law and Venue. This Agreement and all of the rights and obligations of the parties and all of the terms and conditions shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas without reference to its conflicts of law provisions. Williamson County where the Project is located shall be the sole place of venue for any legal action arising from or related to this Agreement or the Project in which the Owner is a party.

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

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

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

12.8 Relationship of the Parties. Contractor shall be an independent contractor under this agreement and shall assume all of the rights, obligations, liabilities, applicable to it as such independent contractor hereunder and any provisions in this agreement which may appear to give Owner the right to direct Contractor as to details of doing the Work herein covered or to exercise a measure of control over the Work shall be deemed to mean that Contractor shall follow the desires of Owner in the results of the Work only. Owner shall not retain or have the right to control the Contractor's means, methods or details pertaining to the Contractor's performance of the Work described herein, nor shall Owner have the power to direct the order in which Contractor's Work

is performed under this agreement. Owner and Contractor hereby agree and declare that Contractor is an Independent Contractor and as such meets the qualifications of an Independent Contractor under Texas Worker's Compensation Act, Texas Labor Code, Section 406.141, that the Contractor is not an employee of Owner for purposes of this Agreement, and that the Contractor and its employees, agents and sub-subcontractors shall not be entitled to worker's compensation coverage or any other type of insurance coverage held by Owner.

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

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

12.11 Current Revenues. Under Texas law, a contract with a governmental entity that contains a claim against future revenues is void; therefore, each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.

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

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

The following documents shall comprise the Contract Documents:

1. This Agreement between County and Contractor;
2. Exhibit "A" – Plans and Specifications;
3. Addenda issued prior to the Effective Date of this Agreement;
4. Cooperative Contract #**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 BELGW, the Parties have executed and bound themselves to this Agreement to be effective as of the date of the last party's execution hereof.

OWNER:

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

By: _____

Printed Name: _____

Title: _____

Date: _____

CONTRACTOR:

G2 Construction Services, Inc.

By: 

Printed Name: Jimmy S Gibson

Title: VICE PRESIDENT

Date: 2/5/2024

Exhibit "A"

Plans and Specifications

The Work is as follows:

1. Demo wallpaper, then patch, float, and prep for new paint in four (4) restrooms.
2. Remove and replace old ceiling tile with new vinyl coated ceiling tile in four (4) restrooms.
3. Remove and replace all sinks, faucets, urinals, and toilets with new fixtures in four (4) restrooms.
4. Demo existing p-lam counter tops, prepare and install new Quartz counter tops in four (4) restrooms.
5. Remove old partitions and replace them with new ASI black core phenolic floor mounted, overhead braced partitions in four (4) restrooms.
6. R&R old fluorescent light fixtures with (4) 2 x 4 LED Wilco standard light fixtures in each restroom, for a total of 16 new LED's.

This Work is to include all material and labor necessary to complete the scope as per these details.



EXHIBIT "A"



PURCHASING COOPERATIVE
"Purchasing Made Personal"

Cedar Park Annex Restroom Renovations Proposal TIPS **211001**

1/30/2024

TEL: (512)688-5725

Fax: (512)688-5724

Submitted to Daryl Mutz (Project Manager)
Company: Williamson County
Phone: 512-943-3799
Job Title: Cedar Park Annex Restroom Renovations
Job Locations: 350 Discovery Blvd. Cedar Park, TX 78613

The scope is as follows below.

1. Demo wallpaper, then patch, float and prep for new paint in four restrooms.
2. Remove and replace old ceiling tile with new vinyl coated ceiling tile in four restrooms.
3. Remove and replace all sinks, faucets, urinals, and toilets with new fixtures in four restrooms. (ADA Compliant)
4. Demo existing p-lam counter tops, prepare and install new Quartz counter tops in four restrooms.
5. Remove old partitions and replace them with new ASI black core phenolic floor mounted, overhead braced partitions in four restrooms.
6. R&R Old fluorescent light fixtures with (4) 2 x 4 LED Wilco standard light fixtures in each restroom, for a total of 16 new LED's.

The bid is to include all material and labor necessary to complete the scope as per these details.

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 **101,000.00** One hundred one thousand dollars and 00/100****

*** All associated TIPS compliance fees and bonding is included in the total.**
***Note: Upon approval G2 CSi will provide the RS Means breakdown, which will then be TIPS compliant.**

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.

Estimator: PH2 Solutions LLC **Williamson County - Cedar Park Annex Resroom - 01.31.2024**

Estimate Scope: 350 Discovery Blvd.
 Cedar Park, Texas 78613

Division Summary (MF04)

01 - General Requirements	\$19,003.69	26 - Electrical	\$7,432.00
02 - Existing Conditions	\$4,945.00	27 - Communications	
03 - Concrete		28 - Electronic Safety and Security	
04 - Masonry		31 - Earthwork	
05 - Metals		32 - Exterior Improvements	
06 - Wood, Plastics, and Composites		33 - Utilities	
07 - Thermal and Moisture Protection		34 - Transportation	
08 - Openings		35 - Waterway and Marine Transportation	
09 - Finishes	\$32,643.40	41 - Material Processing and Handling Equipment	
10 - Specialties	\$24,360.00	44 - Pollution Control Equipment	
11 - Equipment		46 - Water and Wastewater Equipment	
12 - Furnishings	\$7,772.80	48 - Electric Power Generation	
13 - Special Construction		Modified Line Items	
14 - Conveying Equipment		Trades	
21 - Fire Suppression		Assemblies	
22 - Plumbing	\$34,204.00	FMR	
23 - Heating, Ventilating, and Air-Conditioning (HVAC)		MF04 Total (Without totalling components)	\$130,360.89
25 - Integrated Automation			

Totalling Components

Priced Line Items	\$130,360.89
RSMean AUSTIN, TX CCI 2024Q1, 85.80%	\$(18,511.25)
Contractors Coefficient (-5.0000%)	\$(5,592.48)

Grand Total **\$106,257.16**

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 policies. 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.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

**OFFICE USE ONLY
CERTIFICATION OF FILING**

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
G2 Construction Services, Inc.
Georgetown, TX United States

Certificate Number:
2024-1120151

Date Filed:
02/05/2024

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

Date Acknowledged:

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
TIPS 211001
Cedar Park Annex Restroom Remodel

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

5 Check only if there is NO Interested Party.

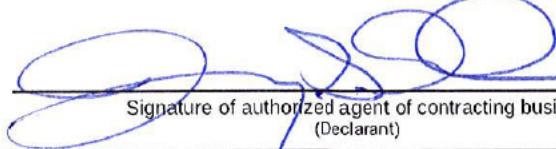
6 UNSWORN DECLARATION

My name is Timmy S Gibson, and my date of birth is [REDACTED].

My address is 3303 Steen Rd #3, Georgetown, TX 78628 USA
(street) (city) (state) (zip code) (country)

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

Executed in Williamson County, State of TEXAS, on the 5 day of FEB., 2024.
(month) (year)


Signature of authorized agent of contracting business entity (Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

**OFFICE USE ONLY
 CERTIFICATION OF FILING**

Certificate Number:
 2024-1120151

Date Filed:
 02/05/2024

Date Acknowledged:
 02/06/2024

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.
 TIPS 211001
 Cedar Park Annex Restroom Remodel

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

37.

Meeting Date: 02/13/2024

Road and Bridge Project Transfer

Submitted By: Tomika Lynce, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on transferring \$1,600,000 from P623 (CR 313) to P646 (CR 404 Widening and Pavement Rehabilitation).

Background

This transfer is necessary to create P646 (CR 404 Widening and Pavement Rehabilitation).

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Tomika Lynce

Final Approval Date: 02/08/2024

Reviewed By

Becky Pruitt

Date

02/08/2024 09:26 AM

Started On: 02/08/2024 08:48 AM

Commissioners Court - Regular Session

38.

Meeting Date: 02/13/2024

Addendum for ILA between Williamson County and Aqua Utilities, Inc

Submitted For: Terron Evertson

Submitted By: Jenifer Favreau, Infrastructure

Department: Infrastructure

Division: Road & Bridge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on a Second County Addendum to Interlocal Agreement with Aqua Utilities Inc., regarding reimbursement for inspection, permitting, construction, and other services related to the water line relocations associated with the County’s roadway and drainage improvements of the South San Gabriel Ranches subdivision.

Background

An Interlocal Agreement was approved by the Court on January 26, 2021 for the County to relocate some of Aqua Utilities, Inc.’s water system lines and appurtenances located within existing County right-of-way. This second addendum increases the amount Aqua Utilities, Inc. will reimburse the County for all costs incurred from a not-to-exceed amount of \$568,000.00 to a not-to-exceed amount of \$868,000.00, as Aqua Utilities, Inc. has requested deteriorated water lines be replaced.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Aqua ILA Addendum

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Jenifer Favreau

Final Approval Date: 02/08/2024

Reviewed By

Becky Pruitt

Date

02/08/2024 11:25 AM

Started On: 02/08/2024 10:48 AM

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

**SECOND COUNTY ADDENDUM TO
INTERLOCAL AGREEMENT
REGARDING RELOCATION OF WATER
SYSTEM IMPROVEMENTS
(Aqua Utilities, Inc.)**

Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that such procurement is subject to the extent authorized by Texas law, including but not limited to Tex. Const. art. XI, § 7, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, and the Texas Health & Safety Code.

THIS SECOND ADDENDUM TO INTERLOCAL AGREEMENT REGARDING RELOCATION OF WATER SYSTEM IMPROVEMENTS is made and entered into by and between **Williamson County, Texas** (hereinafter "County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Aqua Utilities, Inc** dba Aqua Texas, Inc (hereinafter "Aqua"). The parties originally entered an Interlocal Agreement on January 26, 2021 (hereinafter "Agreement"). The parties subsequently entered an Addendum to the Agreement on December 5, 2023 (hereinafter "Addendum") to increase the reimbursement cap set forth in the Agreement (Section 2.05(a)) from a not-to-exceed amount of Four Hundred Sixty Eight Thousand Dollars (\$468,000) to a not-to-exceed amount of Five Hundred Sixty Eight Thousand Dollars (\$568,000). Aqua is engaged as an independent contractor, to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

I.

Repayment of Costs: This amendment will revise the Addendum reimbursement cap set forth in the Addendum (Section I) for inspection, permitting, construction, and other services related to the relocation of the waterlines from a not-to-exceed amount of Five Hundred Sixty Eight Thousand Dollars (\$568,000) to not-to-exceed amount of **Eight Hundred Sixty Eight Thousand Dollars (\$868,000)** for inspection, permitting, construction, and other services related to the relocation of the waterlines.

II.

In all other respects, the Agreement is reaffirmed.

WITNESS the signatures of all parties in duplicate originals to be effective as of the date of the last party's execution below.

WILLIAMSON COUNTY:

Authorized Signature
Date: _____, 2024

AQUA UTILITIES, INC:

DocuSigned by:
Craig Blanchette
824BBC1A43A44C8...

Authorized Signature
Date: 1/31/2024, 2024

^{DS}
BLR

^{DS}
DJ

Commissioners Court - Regular Session

39.

Meeting Date: 02/13/2024

Title: 23IFB98 Smith Contracting CO1 South San Gabriel Ranches Sub Road & Drainage Improvements

Submitted For: Terron Evertson

Submitted By: Jenifer Favreau, Infrastructure

Department: Infrastructure

Division: Road & Bridge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on Change Order No. 1, to contract 23IFB98 – South San Gabriel Ranches Subdivision Road and Drainage Improvements, in the amount of \$262,478.00. Funding Source is P489.

Background

Contract amount is \$2,882,590.94. With the addition of this change order, of \$262,478.00, the new contract amount will be \$3,145,068.94, an increase of 9.1%. The change order replaces deteriorated water lines at the request of Aqua Utilities, Inc. and provides for roadway stabilization to use cement in lieu of lime due to differing site conditions.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

23IFB98_CO1

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Jenifer Favreau

Final Approval Date: 02/08/2024

Reviewed By

Becky Pruitt

Date

02/08/2024 11:26 AM

Started On: 02/08/2024 10:53 AM

WILLIAMSON COUNTY, TEXAS
CHANGE ORDER NUMBER: 1

1. CONTRACTOR: MA Smith Contracting Co., Inc.
2. Change Order Work Limits: Sta. _____ to Sta. _____
3. Type of Change(on federal-aid non-exempt projects): N/A (Major/Minor)
4. Reasons: 2E, 4B (3 Max. - In order of importance - Primary first)

Project:	<u>23IFB98</u>
Roadway:	<u>South San Gabriel Ranches Road & Drain Imp.</u>
Purchase Order Number:	<u>Project Number P489</u>

5. Describe the work being revised:
Miscellaneous difference in site conditions. Aqua Utilities, Inc. requests deteriorated water lines be replaced.

6. Work to be performed in accordance with Items: All
7. New or revised plan sheet(s) are attached and numbered: N/A
8. New Special Provisions 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).

<p><small>The contractor must sign the Change Order and, by doing so, agrees to waive any and all claims for additional compensation due to any and all other expenses; additional changes for time, overhead and profit; or loss of compensation as a result of this change.</small></p> <p>THE CONTRACTOR Date <u>02/07/2024</u></p> <p>By <u>Chris Lopez</u></p> <p>Typed/Printed Name <u>Christopher R. Lopez</u></p> <p>Typed/Printed Title <u>Project Manager</u></p>	<p>The following information must be provided</p> <p>Time Ext. #: <u>1</u> Days added on this CO: <u>18</u></p> <p>Amount increased by this change order: <u>\$262,478.00</u></p>
---	--

RECOMMENDED FOR EXECUTION:

- James R. Williams 7 FEB 2024 _____
Project Manager Date
Construction Observer
- [Signature] 2/7/24 _____
Design Engineer Date
 APPROVED REQUEST APPROVAL
- [Signature] 2/9/24 _____
Program Manager Date
 APPROVED REQUEST APPROVAL
- 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

1

Project # 231FB98

TABLE B: Contract Items

ITEM	DESCRIPTION	UNIT	UNIT PRICE	ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)		NEW		OVERRUN/ UNDERRUN
				QUANTITY	ITEM COST	QUANTITY	ITEM COST	QUANTITY	ITEM COST	
100-6015	Preparing ROW (Locating Water Lines)	HR	\$260.00	0.00	\$0.00	100.00	\$26,000.00	100.00	\$26,000.00	\$26,000.00
502-6001	Barricades, Signs, and Traffic Handling	MO	\$4,500.00	6.00	\$27,000.00	1.00	\$4,500.00	7.00	\$31,500.00	\$4,500.00
510-AW2PVC	Water Line Pipe, 2" Diameter, PVC C900 (All Depths)	LF	\$30.00	73.00	\$2,190.00	441.00	\$13,230.00	514.00	\$15,420.00	\$13,230.00
510-AW3PVC	Water Line Pipe, 3" Diameter, PVC C900 (All Depths)	LF	\$50.00	818.00	\$40,900.00	832.00	\$41,600.00	1,650.00	\$82,500.00	\$41,600.00
510-AW4PVC	Water Line Pipe, 4" Diameter, PVC C900 (All Depths)	LF	\$50.00	3,090.00	\$154,500.00	375.00	\$18,750.00	3,465.00	\$173,250.00	\$18,750.00
SP510-BW-2-1X1DIA	Relocating Existing 1" Single Service, etc.	EA	\$9,000.00	19.00	\$171,000.00	16.00	\$144,000.00	35.00	\$315,000.00	\$144,000.00
505S-B	Encasement Pipe, 14" Dia., Steel (0.25")	LF	\$150.00	198.00	\$29,700.00	(11.00)	(\$1,650.00)	187.00	\$28,050.00	(\$1,650.00)
510-BW1X1DIA	Connecting New 1" Service to Existing Private Service	EA	\$1,300.00	6.00	\$7,800.00	4.00	\$5,200.00	10.00	\$13,000.00	\$5,200.00
512-AW2FV	2" Flushing Hydrant Valve	EA	\$2,300.00	0.00	\$0.00	4.00	\$9,200.00	4.00	\$9,200.00	\$9,200.00
509S-1	Trench Excavation Safety Protection Systems (All Depths)	LF	\$1.00	3,981.00	\$3,981.00	1,648.00	\$1,648.00	5,629.00	\$5,629.00	\$1,648.00
275-6001	Cement	TON	\$280.00	0.00	\$0.00	160.00	\$44,800.00	160.00	\$44,800.00	\$44,800.00
275-6009	Cement Treat (subgrade)(8")	SY	\$5.00	0.00	\$0.00	14,543.00	\$72,715.00	14,543.00	\$72,715.00	\$72,715.00
260-6002	LIME (HYDRATED LIME (SLURRY))	TON	\$280.00	195.00	\$54,600.00	(160.00)	(\$44,800.00)	35.00	\$9,800.00	(\$44,800.00)
260-6073	LIME TRT (SUBGRADE)(8")	SY	\$5.00	16,005.00	\$80,025.00	(14,543.00)	(\$72,715.00)	1,462.00	\$7,310.00	(\$72,715.00)
					\$571,696.00					\$262,478.00

CHANGE ORDER REASON(S) CODE CHART

1. Design Error or Omission	1A. Incorrect PS&E 1B. Other
2. Differing Site Conditions (unforeseeable)	2A. Dispute resolution (expense caused by conditions and/or resulting delay) 2B. Unavailable material 2C. New development (conditions changing after PS&E completed) 2D. Environmental remediation 2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9) 2F. Site conditions altered by an act of nature 2G. Unadjusted utility (unforeseeable) 2H. Unacquired Right-of-Way (unforeseeable) 2I. Additional safety needs (unforeseeable) 2J. Other
3. County Convenience	3A. Dispute resolution (not resulting from error in plans or differing site conditions) 3B. Public relations improvement 3C. Implementation of a Value Engineering finding 3D. Achievement of an early project completion 3E. Reduction of future maintenance 3F. Additional work desired by the County 3G. Compliance requirements of new laws and/or policies 3H. Cost savings opportunity discovered during construction 3I. Implementation of improved technology or better process 3J. Price adjustment on finished work (price reduced in exchange for acceptance) 3K. Addition of stock account or material supplied by state provision 3L. Revising safety work/measures desired by the County 3M. Other
4. Third Party Accommodation	4A. Failure of a third party to meet commitment 4B. Third party requested work 4C. Compliance requirements of new laws and/or policies (impacting third party) 4D. Other
5. Contractor Convenience	5A. Contractor exercises option to change the traffic control plan 5B. Contractor requested change in the sequence and/or method of work 5C. Payment for Partnering workshop 5D. Additional safety work/measures desired by the contractor 5E. Other
6. Untimely ROW/Utilities	6A. Right-of-Way not clear (third party responsibility for ROW) 6B. Right-of-Way not clear (County responsibility for ROW) 6C. Utilities not clear 6D. Other

Commissioners Court - Regular Session

40.

Meeting Date: 02/13/2024

Liberty Hill Program of Projects to Reconnect Liberty Hill, Texas for the Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Grant Application

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 the Grant Application, Resolution and Financial Commitment Letter, with a commitment to contribute the local match if the project is selected for funding for the Liberty Hill Program of Projects to Reconnect Liberty Hill, Texas. Funding Source: 2023 road bond funds

Background

Williamson County is seeking Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Grant funding for the Liberty Hill (SH 29) Bypass East construction from Bagdad Road/CR 279 to SH 29. Applications for the grant are due on February 28, 2024.

The Liberty Hill Bypass East project is part of a program of projects that will reroute traffic off of SH 29 through the downtown center and allow the City of Liberty Hill to begin realizing plans set forth in their 2040 Comprehensive Plan to build a more livable, walkable, and connected community with much needed housing and jobs for the region and city.

The anticipated construction cost for the Liberty Hill Bypass East is \$24,300,000, with \$12,150,000 (50%) federal funding requested and \$12,150,000 local match.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

- RAISE Grant Resolution
- LHB Grants Management Request
- Judge Gravell Funding Support Letter

Form Review

Inbox

County Judge Exec Asst.
 Form Started By: Vicky Edwards
 Final Approval Date: 02/08/2024

Reviewed By

Becky Pruitt

Date

02/08/2024 10:20 AM
 Started On: 02/08/2024 09:35 AM

**A Resolution of the Williamson County Commissioners Court
Approving the Williamson County Project Application to
Be Submitted to the U. S. Department of Transportation for the Year 2024 Project Call
For Project Funding**

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

WHEREAS, the Infrastructure Investment and Jobs Act (Pub. L. No. 117-58, November 15, 2021, “Bipartisan Infrastructure Law”, or “BIL”) provides \$1.5 billion annually for FY 2022 – FY 2026, and

WHEREAS, the Office of the Secretary of Transportation, (“DOT”) has announced a \$1.5 billion project call for Year 2024 soliciting applications for a funding program known as the Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Grant; and

WHEREAS, the Williamson County Commissioner’s Court approved and adopted the Long-Range Transportation Plan (LRTP) in October 2009 and subsequent amendments and approved specific funding for the development of projects identified in the LRTP in the FY 2023 budget; and

WHEREAS, the 2023 Road Bond package was approved by the Williamson County voters on November 7, 2023.

WHEREAS, the projects comprising of the Liberty Hill Program of Projects to Reconnect Liberty Hill, Texas were included in the 2023 Road Bond package.

WHEREAS, the following element of the Williamson County LRTP and Williamson County’s Bond Program has been identified as being competitive for the RAISE Program call:

- Liberty Hill Program of Projects to Reconnect Liberty Hill, Texas
 - Liberty Hill (SH 29) Bypass East (Bagdad Road/CR 279 to SH 29);
 - Liberty Hill Bypass Central (RM 1869 to Bagdad Road/CR 279);
 - Liberty Hill (SH 29) Bypass West (SH 29 (West of Liberty Hill High School) to RM 1869;
 - Seward Junction Loop (SH 29/CR 260 to SH 29/CR 213).

WHEREAS, the RAISE grant application is requesting funds for the Liberty Hill (SH 29) Bypass East section of the Liberty Hill Program of Projects to Reconnect Liberty Hill, Texas.

WHEREAS, if the project listed above is selected, Williamson County is committed to contributing the local funding match for the Liberty Hill Bypass East.

NOW, THEREFORE, BE IT RESOLVED by the Williamson County Commissioners' Court:

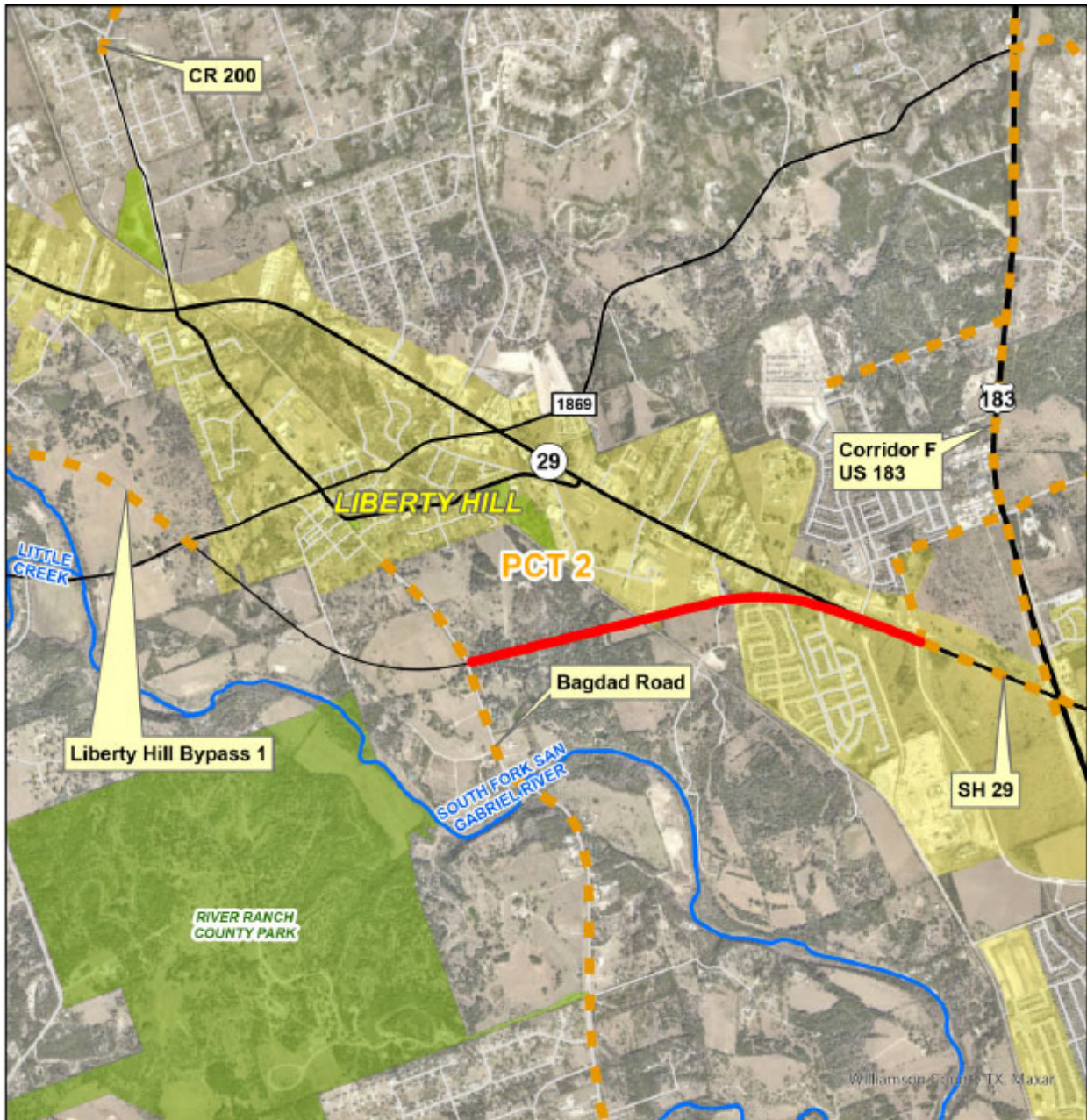
That the Commissioners' Court of Williamson County does hereby approve submitting a project application to the Office of the Department of Transportation for funding for the above-described entitled Liberty Hill (SH 29) Bypass East (Bagdad Road/CR 279 to SH 29) project for the Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Grant.

RESOLVED this ____ day of February, 2024.

Bill Gravell, Jr., County Judge

ATTEST:

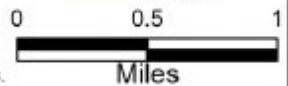
Nancy E. Rister, County Clerk



Project Name: Liberty Hill (SH 29) Bypass Segment 3
Project Limits: Bagdad Road/CR 279 to SH 29
Project Improvements: Construct one 2-lane frontage road
Submitted By: City of Liberty Hill



- Project Location
- - - Planned Project
- Precinct Boundary
- Park Land
- City Limits



Note: The location of facilities are conceptual only. Final alignments will be determined through appropriate planning studies.



2023 CANDIDATE ROAD BOND PROJECT - LIBERTY HILL (SH 29) BYPASS SEGMENT 3
WILLIAMSON COUNTY



Grant Title/Project Name:	Rebuilding American Infrastructure with Sustainability and Equity (RAISE) / Liberty Hill Program of Projects to Reconnect Liberty Hill
Department:	Road Bond
Requestor:	Bob Daigh
Contact Email:	bdaigh@wilco.org
Contact Phone Number:	512-943-3330
Start Date:	Fall 2027
End Date:	Early 2030
Please select request category:	Transportation
Describe the purpose of the grant in detail to include all requirements.	Construction funding for Liberty Hill Bypass East Segment from Bagdad Road/CR 279 to SH 29.
Select the type of grant your department is applying for:	Federal
What is the amount of the grant?	\$24,300,000.00
Please provide a breakdown of the total cost above.	Construction - \$24,300,000.00
Is there a match requirement?	Yes
What is the source of the match?	Anticipated 50% match to come from 2023 Road Bond Funds
Does the grant cover the cost of the request 100%?	No
If not, how much is left unpaid?	\$12,150,000.00
What is the plan to obtain grants/funds for the remaining amount?	Anticipated to come from 2023 Road Bond Funds.
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.	Future maintenance of the roadway will be Williamson County's obligation with an estimated inflated cost of \$30M over 50 years. This cost includes mill and overlay of the roadway every 8 years.
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 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?	
Please explain how this item will create the need for more or less personnel (or mark n/a for no change)?	
Where will the item be stored?	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?	
Will this item require any form of licensing?	
Will this item require on-going maintenance? Please describe the maintenance required along with an estimate for these costs?	N/A
How will this item be funded when the grant ends?	N/A
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?	Anticipated 50% match
ID	104
Version	2.0
Attachments	False
Created	2/8/2024 10:05 AM
Created By	Vicky Edwards
Modified	2/8/2024 10:19 AM
Modified By	Vicky Edwards



February 13, 2024

The Honorable Pete Buttigieg
US Department of Transportation
1200 New Jersey Ave, SE
Washington, DC 20590

Re: Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Grant for the Liberty Hill Program of Projects to Reconnect Liberty Hill, Texas

Dear Secretary Buttigieg:

I write to express Williamson County's financial commitment for funding the Williamson County, Texas Liberty Hill Bypass East Segment and for the reconnecting of Liberty Hill through the realignment of State Highway 29 around the city. Rerouting SH 29 will allow the City of Liberty Hill to begin realizing plans set forth in their 2040 Comprehensive Plan and build a more livable, walkable, connected, and sustainable community with much needed housing and jobs for the region and city.

The Project's estimated construction cost is \$24M (as presented in our RAISE grant application). Williamson County commits to contributing \$12M in non-federal funds to support this Project as detailed in our Project application. Liberty Hill Program of Projects to Reconnect Liberty Hill, Texas Grant Request was approved by the Williamson County Commissioners Court on February 13, 2024 (see attached).

Our county is committed to this Project, which will deliver safe, dependable, and efficient transportation for travelers by providing a bypass route around the city that will improve safety in the downtown center. The County has already expended funds for planning, design, and environmental studies for several sections of the program of projects. Williamson County is committed to partnering with federal programs that will improve safety for the traveling public both those in cars and those outside of cars—while simultaneously improving quality of life for all residents. If federal funding is provided, the County will obligate the funding within the time period set forth under federal-aid highway requirements.

The Liberty Hill Program of Projects will construct safety, efficiency, and environmental improvements to modernize this major transportation corridor that is critical to connecting suburban and rural residents to nearby high-quality technology and light industrial jobs offering lifelong skill and career growth opportunities including those generated by the new Apple and Samsung campuses and the Tesla Gigafactory, many of which have received CHIPS and Science Act funding.

I respectfully request that Williamson County's funding commitment be given full consideration as you consider our federal funds request of only \$12,150,000 to fill an existing funding gap. If you have any further questions, please contact me at (512) 943-1550 or ctyjudge@wilco.org.

Sincerely,

Judge Bill Gravell, Jr.
Williamson County Judge
710 S. Main Street, Suite 101
Georgetown, TX 78626
ctyjudge@wilco.org

Commissioners Court - Regular Session

41.

Meeting Date: 02/13/2024

23IFB13 Bud Stockton - Change Order #3 (Balancing)

Submitted By: Julissa Vasquez, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action regarding Change Order No. 3 in the amount of (\$292,169.97) for Project 23IFB13 Bud Stockton (Cash Construction) P: 307 Funding Source: Road Bond.

Background

This Change Order provides the balancing for the overrun/underrun of Contract quantities on the project as a result of addressing field conditions not accounted for in the original plans. This Change Order also adds items for safety measures on the FM 487 portion of the project as well as an added 6" sleeve for the Jarrell High School driveway that will allow access to the school's water line if maintenance is needed in the future. Please see attached Change Order for additional details.

This Change Order results in a net decrease of \$292,169.97 to the Contract amount, for an adjusted Contract total of \$5,758,045.62. The original Contract amount was \$5,917,275.00. As a result of this and all Change Orders to-date, the Contract has been decreased by \$159,229.38, resulting in a 2.69% net decrease in the Contract cost. As a result of this Change Order, six (6) days will be added to the Contract.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

23IFB13 Bud Stockton CO#3

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Julissa Vasquez

Final Approval Date: 02/08/2024

Reviewed By

Becky Pruitt

Date

02/08/2024 09:08 AM

Started On: 01/24/2024 02:02 PM

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 3

- 1. CONTRACTOR: Cash Construction
2. Change Order Work Limits: Sta. 603+26 to Sta. 679+79
3. Type of Change(on federal-aid non-exempt projects): Minor (Major/Minor)
4. Reasons: 2E,2I, 2J (3 Max. - In order of importance - Primary first)

Project: 23IFB13
Roadway: Bud Stockton Ext.
CSJ Number: 1201-02-027

5. Describe the work being revised:

2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9). This Change Order provides the final balancing for the overruns/underruns of Contract quantities on the project that are a result of addressing field conditions not accounted for in the original plans. 2I. Additional safety needs (unforeseeable). Due to the new stop condion on FM 487, TxDOT requested LED stop signs and rumble strips be installed to make a safer condition at the new all-way stop. 2J. Other: Installing a 6in sleeve for Jarrell ISD High School under their new driveway off of Bud Stockton.

- 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 following information must be provided
Time Ext. #: 1 Days added on this CO: 6
Amount added by this change order: (\$292,169.97)
THE CONTRACTOR Date 02/07/2024
By [Signature]
Typed/Printed Name Ty Egbert
Typed/Printed Title Senior Project Manager

RECOMMENDED FOR EXECUTION:

[Signature] 2/7/2024
Project Manager Date

[Signature] 2/7/2024
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: 3

Project # 23IFB13

TABLE A: Force Account Work and Materials Placed into Stock

	LABOR	HOURLY RATE		HOURLY RATE

TABLE B: Contract Items:

ITEM	DESCRIPTION	UNIT	UNIT PRICE	ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		OVERRUN/ UNDERRUN
				QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	
0104-6021	REMOVING CONC (CURB)	LF	\$10.00	131.00	\$1,310.00	(131.00)	0.00	\$0.00	(\$1,310.00)
0162-WC103	MULCH TOPDRESSING (5")	SY	\$10.00	21,946.00	\$219,460.00	(21,946.00)	0.00	\$0.00	(\$219,460.00)
0164-WC04	SEEDING FOR EROSION CONTROL (TEMP)(COOL)(TY 4)	SY	\$0.80	43,885.00	\$35,108.00	(43,885.00)	0.00	\$0.00	(\$35,108.00)
0169-6001	SOIL RETENTION BLANKETS (CL 1) (TY A)	SY	\$1.50	47,196.00	\$70,794.00	40,566.00	87,762.00	\$131,643.00	\$60,849.00
0310-6001	PRIME COAT (MULTI OPTION)	GAL	\$5.00	8,201.00	\$41,005.00	9.00	8,210.00	\$41,050.00	\$45.00
0506-6002	ROCK FILTER DAMS (INSTALL) (TY 2)	LF	\$35.00	265.00	\$9,275.00	(199.00)	66.00	\$2,310.00	(\$6,965.00)
0506-6011	ROCK FILTER DAMS (REMOVE)	LF	\$10.00	265.00	\$2,650.00	(265.00)	0.00	\$0.00	(\$2,650.00)
0506-6020	CONSTRUCTION EXITS (INSTALL) (TY 1)	SY	\$25.00	559.00	\$13,975.00	(259.00)	300.00	\$7,500.00	(\$6,475.00)
0506-6024	CONSTRUCTION EXITS (REMOVE)	SY	\$5.00	559.00	\$2,795.00	(259.00)	300.00	\$1,500.00	(\$1,295.00)
0662-6004	WK ZN PAV MRK NON-REMOV (W)4"(SLD)	LF	\$2.75	894.00	\$2,458.50	342.00	1,236.00	\$3,399.00	\$940.50
0662-6034	WK ZN PAV MRK NON-REMOV (Y)4"(SLD)	LF	\$2.75	1,218.00	\$3,349.50	264.00	1,482.00	\$4,075.50	\$726.00
0662-6050	WK ZN PAV MRK REMOV (REFL) TY II-A-A	EA	\$6.50	31.00	\$201.50	(13.00)	18.00	\$117.00	(\$84.50)
0662-6109	WK ZN PAV MRK SHT TERM (TAB)TY W	EA	\$2.25	40.00	\$90.00	(40.00)	0.00	\$0.00	(\$90.00)
0662-6110	WK ZN PAV MRK SHT TERM (TAB)TY Y	EA	\$2.25	25.00	\$56.25	(25.00)	0.00	\$0.00	(\$56.25)
0644-6004	IN SM RD SN SUP&AM TY10BWG(1)SA(T)	EA	\$1,200.00	6.00	\$7,200.00	1.00	7.00	\$8,400.00	\$1,200.00
0666-6030	REFL PAV MRK TY I (W)8"(DOT)(100MIL)	LF	\$1.30	26.00	\$33.80	4.00	30.00	\$39.00	\$5.20
0666-6036	REFL PAV MRK TY I (W)8"(SLD)(100MIL)	LF	\$1.00	3,329.00	\$3,329.00	204.00	3,533.00	\$3,533.00	\$204.00
0666-6048	REFL PAV MRK TY I (W)24"(SLD)(100MIL)	LF	\$7.50	192.00	\$1,440.00	(24.00)	168.00	\$1,260.00	(\$180.00)
0666-6054	REFL PAV MRK TY I (W)(ARROW)(100MIL)	EA	\$1.15	24.00	\$27.60	10.00	34.00	\$39.10	\$11.50
0666-6078	REFL PAV MRK TY I (W)(WORD)(100MIL)	EA	\$130.00	24.00	\$3,120.00	(10.00)	14.00	\$1,820.00	(\$1,300.00)
0666-6102	REF PAV MRK TY I(W)36"(YLD TRI)(100MIL)	EA	\$110.00	4.00	\$440.00	(1.00)	3.00	\$330.00	(\$110.00)
0666-6138	REFL PAV MRK TY I (Y)8"(SLD)(100MIL)	LF	\$3.00	2,156.00	\$6,468.00	128.00	2,284.00	\$6,852.00	\$384.00
TOTALS					\$424,586.15		2,284.00	\$6,852.00	(\$210,718.55)

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 3

Project # 231FB13

TABLE B: Contract Items (Continued)

ITEM	DESCRIPTION	UNIT	UNIT PRICE	ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		OVERRUN/ UNDERRUN
				QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	
0666-6170	REFL PAV MRK TY II (W) 4" (SLD)	LF	\$0.20	17,082.00	\$3,416.40	83.00	17,165.00	\$3,433.00	\$16.60
0666-6176	REFL PAV MRK TY II (W) 8" (DOT)	LF	\$0.75	26.00	\$19.50	4.00	30.00	\$22.50	\$3.00
0666-6178	REFL PAV MRK TY II (W) 8" (SLD)	LF	\$0.50	3,329.00	\$1,664.50	(89.00)	3,240.00	\$1,620.00	(\$44.50)
0666-6182	REFL PAV MRK TY II (W) 24" (SLD)	LF	\$1.75	192.00	\$336.00	(75.00)	117.00	\$204.75	(\$131.25)
0666-6184	REFL PAV MRK TY II (W) (ARROW)	EA	\$50.00	24.00	\$1,200.00	10.00	34.00	\$1,700.00	\$500.00
0666-6192	REFL PAV MRK TY II (W) (WORD)	EA	\$55.00	24.00	\$1,320.00	(10.00)	14.00	\$770.00	(\$550.00)
0666-6199	REFL PAV MRK TY II (W) 36" (YLD TRI)	EA	\$11.00	4.00	\$44.00	(1.00)	3.00	\$33.00	(\$11.00)
0666-6207	REFL PAV MRK TY II (Y) 4" (SLD)	LF	\$0.20	22,652.00	\$4,530.40	296.00	22,948.00	\$4,589.60	\$59.20
0666-6211	REFL PAV MRK TY II (Y) 8" (SLD)	LF	\$1.00	2,156.00	\$2,156.00	128.00	2,284.00	\$2,284.00	\$128.00
0666-6303	RE PM W/RET REQ TY I (W)4"(SLD)(100MIL)	LF	\$0.40	17,082.00	\$6,832.80	446.00	17,528.00	\$7,011.20	\$178.40
0666-6315	RE PM W/RET REQ TY I (Y)4"(SLD)(100MIL)	LF	\$0.40	22,652.00	\$9,060.80	(54.00)	22,598.00	\$9,039.20	(\$21.60)
0672-6007	REFL PAV MRKR TY I-C	EA	\$4.10	269.00	\$1,102.90	(160.00)	109.00	\$446.90	(\$656.00)
0672-6009	REFL PAV MRKR TY II-A-A	EA	\$4.10	930.00	\$3,813.00	231.00	1,161.00	\$4,760.10	\$947.10
0677-6001	ELIM EXT PAV MRK & MRKS (4")	LF	\$2.60	1,010.00	\$2,626.00	988.00	1,998.00	\$5,194.80	\$2,568.80
0677-6003	ELIM EXT PAV MRK & MRKS (8")	LF	\$5.00	140.00	\$700.00	(14.00)	126.00	\$630.00	(\$70.00)
0677-6038	ELIM EXT PAV MRK & MRKRS(PLOWABLE RPMS)	EA	\$1.00	42.00	\$42.00	(5.00)	37.00	\$37.00	(\$5.00)
3081-6008	TOM-C PG76-22 SAC-B	TON	\$197.00	507.00	\$99,879.00	57.00	564.00	\$111,108.00	\$11,229.00
6001-6001	PORTABLE CHANGEABLE MESSAGE SIGN	DAY	\$180.00	330.00	\$59,400.00	(161.00)	169.00	\$30,420.00	(\$28,980.00)
585-WC01	FORCE ACCOUNT - ESTIMATED RIDE QUALITY BONUS/PENALTY	DOL	\$1.00	13,100.00	\$13,100.00	(11,641.00)	1,459.00	\$1,459.00	(\$11,641.00)
3076-WC01	FORCE ACCOUNT - ESTIMATED PLACEMENT AND PRODUCTION BONUS/PENALTY (TY B)	DOL	\$1.00	76,611.00	\$76,611.00	(48,474.95)	28,136.05	\$28,136.05	(\$48,474.95)
3076-WC02	FORCE ACCOUNT - ESTIMATED PLACEMENT AND PRODUCTION BONUS/PENALTY (TY D SURFACE)	DOL	\$1.00	37,388.00	\$37,388.00	(13,095.56)	24,292.44	\$24,292.44	(\$13,095.56)
351-6002	FLEXIBLE PAVEMENT STRUCTURE REPAIR (6")	SY	\$64.74	1,500.00	\$97,110.00	(85.00)	1,415.00	\$91,607.10	(\$5,502.90)
999-WC01	FORCE ACCOUNT	DOL	\$1.00	25,000.00	\$25,000.00	(25,000.00)	0.00	\$0.00	(\$25,000.00)
999-WC01	SUB 5% MARK-UP WITH 1% BOND	LS	\$2,044.09	0.00	\$0.00	(1.00)	-1.00	(\$2,044.09)	(\$2,044.09)
999-WC02	SUB 5% MARK-UP WITH 1% BOND	LS	\$2,044.09	0.00	\$0.00	1.00	1.00	\$2,044.09	\$2,044.09
560-WC01	ADDITIONAL MAILBOXES	EA	\$293.08	0.00	\$0.00	2.00	2.00	\$586.16	\$586.16
999-WC03	ADDITIONAL SAFETY MEASURES	LS	\$21,001.08	0.00	\$0.00	1.00	1.00	\$21,001.08	\$21,001.08
999-WC04	6IN SLEEVE UNDER JARRELL HIGH SCHOOL DRIVEWAY	LS	\$15,515.00	0.00	\$0.00	1.00	1.00	\$15,515.00	\$15,515.00
The "Totals" from Table B of the previous work sheet:						\$424,586.15		\$213,867.60	(\$210,718.55)
TOTALS						\$871,938.45		\$579,768.48	(\$292,169.97)

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

**Bud Stockton Extension
Williamson County Project No. 23IFB13**

Change Order No. 3

Reason for Change

This Change Order provides the final balancing for the overrun/underrun of Contract quantities on the project as a result of addressing field conditions not accounted for in the original plans. This Change Order also adds items for additional safety measures on the FM 487 portion of the project as well as an added 6in sleeve for Jarrell High School driveway off of Bud Stockton so their water line can be accessible if a leak were ever to occur. It was agreed on with the school that if Williamson County added the sleeve, the school would install the new line and tie-it back into the existing water line.

The following new items are listed below:

ITEM	DESCRIPTION	QTY	UNIT
560-WC01	ADDITIONAL MAILBOXES	2	EA
999-WC03	ADDITIONAL SAFETY MEASURES	1	LS
999-WC04	6IN SLEEVE UNDER JARRELL HIGH SCHOOL DRIVEWAY	1	LS

This Change Order results in a net decrease of \$292,169.97 to the Contract amount, for an adjusted Contract total of \$5,758,045.62. The original Contract amount was \$5,917,275.00. As a result of this and all Change Orders to-date, the Contract has been decreased by \$159,229.38, resulting in a 2.69% net decrease in the Contract cost. As a result of this Change Order, six (6) days will be added to the Contract.

HNTB Corporation

Oscar Salazar-Bueno, P.E.

560-WC01

CONTRACTOR: CASH CONSTRUCTION COMPANY, LTD.						
PROJECT:	1008 - Bud Stockton Extension					
ITEM:	CPR #4 - Mailboxes (CR 305)					
DATE:	7/27/2023					
Item #	Description	Qty.	Unit	Additional Days	Unit Bid	Bid Amount
1	INSTALL MAILBOX-S (TWG-POST) TY2	2	EA		\$293.08	\$586.16
GRAND TOTAL						\$586.16
PRICES EXCLUDE:						

This price is in line with TxDOT bid average.

560-WC01

BREAKDOWN WORKSHEET

Item: CPR #3 - 6" Pavement Repair

Date: 7/27/2023

DESCRIPTION	QUAN	UNIT	UNIT PRICE	LABOR	MATERIAL	EQUIP	SUB
LABOR							
Superintendent	0	HR	\$60.73	\$0.00			
Forman (1)	0	HR	\$49.12	\$0.00			
Laborer (3)	0	HR	\$24.47	\$0.00			
Operator (1)	0	HR	\$24.47	\$0.00			
Pipe Layer	0	HR	\$26.95	\$0.00			
Subtotal				\$0.00			
MATERIAL							
Cold Mix	0	TONS	\$0.00		\$0.00		
Concrete	0	CY	\$0.00		\$0.00		
Bedding	0	TNS	\$0.00		\$0.00		
Subtotal					\$0.00		
EQUIPMENT							
CAT 322	0	HR	\$114.06			\$0.00	
CAT 320	0	HR	\$126.55			\$0.00	
JD 624	0	HR	\$71.06			\$0.00	
Foreman Truck	0	HR	\$23.88			\$0.00	
Subtotal						\$0.00	
SUB							
TRP	2	EA	\$275.00				\$550.00
Haul Off	0	LD	\$200.00				\$0.00
Subtotal							\$550.00
Subtotals				\$0.00	\$0.00	\$0.00	\$550.00
Burden on Direct Labor - 55%				\$0.00			
Direct Labor - 25% (OH&P)				\$0.00			
Material -15% (OH&P)					\$0.00		
Equipment - 15% (OH&P)						\$0.00	
Subcontracts -5% (OH&P)							\$27.50
Subtotals				\$0.00	\$0.00	\$0.00	\$577.50
Change Proposal Subtotal							\$577.50
Bond (1.5%)							\$8.66
Total Change Proposal							\$586.16

999-WC03

TRP CONSTRUCTION GROUP, LLC.

REVISED CHANGE ORDER -1

1127 OLD BASTROP HWY
AUSTIN , TX 78742
512-990-9525 512-990-0336 FAX 512-695-4660 MOBILE
leev@trpconstructiongroup.com

Job Specifications

Bid Date:	9/7/2023	TY
Project:	BUD STOCKTON ADDITIONAL SIGNAGE	
Customer:	CASH	

ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL
1	36" LED SOLAR STOP	EA	4	\$1,985.75	\$7,943.00
2	CHANGE OUT 30" SIGNAL AHEAD SIGN TO 36"	EA	4	\$225.00	\$900.00
3	FM-487 RUMBLE STRIPS (2 SET OF 80)	LS	1	\$9,000.00	\$9,000.00
4	3 - PERSON FLAGGER OPERATION	DY	1	\$1,960.00	\$1,960.00
				PI TOTAL	\$19,803.00
	*PER JASON REPLACE DAMAGE STOP AHEAD ,				
	INSTALL NEW STOP AHEAD NOT ON THE PLANS.				
	*ADD ADDITIONAL RUMBLE STRIP SET TO THE OTHER				
	SIDE OF FM-487.				
				5% Mark-Up for Sub: \$990.15	
				Total:	\$20,793.15
				1% Bond:	\$207.93

Total:	\$21,001.08
---------------	--------------------

NOTES FOR PERMANENT INSTALLATIONS / SIGNAGE

- *Contractor shall assist in locating Utilities that may be in conflict with installations.
- *There will be a \$125.00 Coring fee PER UNIT if Signs are to be installed in Concrete surfaces.
- * Allow 3 to 4 weeks for manufacturing of signs and mounts prior to installation date.
- *Price is based on one mobilization. Each additional will be billed at \$1450.00
- * Rate excludes flashing beacons
- *Price for 3 person flagger operation is based on \$245.00 per hour with 6 hour minimum.**
- *Each additional flagger will be billed \$55.00 each per hour.**

GENERAL NOTES

- *If the Project is Tax Exempt, please provide certificate.
- *Proposal Contingent upon both parties executing a mutually agreed upon subcontract.
- *Proposal good for (10) working days from date of this quote.

Signature	<u>Lee Vanover 3</u> OPERATIONS MANAGER TRP CONSTRUCTION GROUP,LLC.	Date	<u>9/7/2023</u>
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Accepted by _____

Title _____

Date _____

999-WC04

CONTRACTOR: CASH CONSTRUCTION COMPANY, LTD.						
PROJECT:	1008 - Bud Stockton Extension					
ITEM:	CPR #8 - Added Steel Bore					
DATE:	2/2/2024					
Item #	Description	Qty.	Unit	Additional Days	Unit Bid	Bid Amount
1	6" STEEL CASING DIRECTIONAL BORE	50	LF		\$294.00	\$14,700.00
2	SURVEY	1	LS		\$815.00	\$815.00
3	REVEGETATION	0	SY		\$1.00	\$0.00
4	SOIL RETENTION BLANKETS	0	SY		\$2.00	\$0.00
GRAND TOTAL						\$15,515.00
NOTES	Pricing for only includes Casing & Bore					
	Items 3 & 4 to be billed based off quantities installed					
PRICES EXCLUDE: MESSAGE BOARDS, LANE CLOSURES, CARRIER PIPE, CASING SPACERS, END SEALS, ANY ADDITIONAL PIPE MATERIALS, BONDS, IMPORTING TOPSOIL, ENGINEERING, SLOPE RETENTION, ROCK BERMS, PIPE BEDDING, SOD, AND ALL EROSION CONTROLS NOT LISTED						

Commissioners Court - Regular Session

42.

Meeting Date: 02/13/2024

23IFB6 - CR 404 at FM973 Change Order # 2 (Balancing)

Submitted By: Julissa Vasquez, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action regarding Change Order No. 2 in the amount of (\$102,266.57) for Project 23IFB6 CR 404 at FM 973 (Jordan Foster) P: 390 Funding Source: Road Bond.

Background

This Change Order provides the balancing for the overruns/underruns of Contract quantities on the project that are a result of addressing field conditions not accounted for in the original plans. This Change Order also adds advanced flashing beacons and signs to improve safety along FM 973. See attached Change Order for details.

This Change Order results in a net decrease of \$102,266.57 to the Contract amount, for an adjusted Contract total of \$4,814,077.33. The original Contract amount was \$4,622,143.93. As a result of this and all Change Orders to-date, \$191,933.40 has been added to the Contract, resulting in a 4.15% net increase in the overall Contract cost. As a result of this Change Order, zero (0) days will be added to the Contract.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

23IFB6-CR404 at FM973_CO#2

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Julissa Vasquez

Final Approval Date: 02/08/2024

Reviewed By

Becky Pruitt

Date

02/08/2024 09:17 AM

Started On: 02/07/2024 07:14 AM

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 2

1. CONTRACTOR: Jordan Foster

2. Change Order Work Limits: Sta. 473 + 63.20 to Sta. 536 + 34.57

3. Type of Change(on federal-aid non-exempt projects): Minor (Major/Minor)

4. Reasons: 2E, 2I (3 Max. - In order of importance - Primary first)

Project:	<u>23IFB6</u>
Roadway:	<u>CR 404 at FM 973</u>
CSJ Number:	<u>N/A</u>

5. Describe the work being revised:

2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9). This Change Order provides the balancing for the overruns/underruns of Contract quantities on the project that are a result of addressing field conditions not accounted for in the original plans. **2I. Additional safety needs (unforeseeable).** This Change Order also adds advanced flashing beacons and signs for additional safety measures.


6. Work to be performed in accordance with Items: N/A

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).

<p><i>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.</i></p> <p>THE CONTRACTOR <u>Jordan Foster Construction, LLC</u> Date <u>February 2, 2024</u></p> <p>By: </p> <p>Typed/Printed Name <u>John Goodrich, PE</u></p> <p>Typed/Printed Title <u>Executive Vice President</u></p>	<p>The following information must be provided</p> <p>Time Ext. #: _____ Days added on this CO: <u>0</u></p> <p>Amount added by this change order: <u>(\$102,266.57)</u></p>
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RECOMMENDED FOR EXECUTION:


Project Manager 2/5/2024
 Date


Program Manager 2/6/2024
 Date

Design Engineer's Seal:

County Commissioner Precinct 1 Date
 APPROVED REQUEST APPROVAL

County Commissioner Precinct 2 Date
 APPROVED REQUEST APPROVAL

County Commissioner Precinct 3 Date
 APPROVED REQUEST APPROVAL

County Commissioner Precinct 4 Date
 APPROVED REQUEST APPROVAL

County Judge Date
 APPROVED

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 2

Project # 23IFB6

TABLE A: Force Account Work and Materials Placed into Stock

LABOR	HOURLY RATE		HOURLY RATE

TABLE B: Contract Items:

ITEM	DESCRIPTION	UNIT	UNIT PRICE	ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		OVERRUN/UNDERRUN
				QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	
105-6045	REMOVING STAB BASE AND ASPH PAV (2"-8")	SY	\$18.00	146.00	\$2,628.00	(50.00)	96.00	\$1,728.00	(\$900.00)
105-6075	REMOV STAB BASE AND ASPH PAV (10"-18")	SY	\$13.00	4,272.00	\$55,536.00	(84.00)	4,188.00	\$54,444.00	(\$1,092.00)
161-WC001	EROSION CONTROL COMPOST (3")	SY	\$4.11	6,477.00	\$26,620.47	(6,477.00)	0.00	\$0.00	(\$26,620.47)
162-WC103	MULCH TOPDRESSING (5")	SY	\$5.10	6,477.00	\$33,032.70	(6,477.00)	0.00	\$0.00	(\$33,032.70)
166-6002	FERTILIZER	TON	\$1,250.00	1.90	\$2,375.00	(1.90)	0.00	\$0.00	(\$2,375.00)
310-6001	PRIME COAT (MULTI OPTION)	GAL	\$5.00	3,963.00	\$19,815.00	(1,363.00)	2,600.00	\$13,000.00	(\$6,815.00)
401-6001	FLOWABLE BACKFILL	CY	\$218.00	154.00	\$33,572.00	(30.00)	124.00	\$27,032.00	(\$6,540.00)
432-6002	RIPRAP(CONC)(5 IN)	CY	\$725.00	28.00	\$20,300.00	(6.50)	21.50	\$15,587.50	(\$4,712.50)
496-6004	REMOV STR (SET)	EA	\$400.00	16.00	\$6,400.00	8.00	24.00	\$9,600.00	\$3,200.00
506-6003	ROCK FILTER DAMS (INSTALL) (TY 3)	LF	\$53.00	400.00	\$21,200.00	(30.00)	370.00	\$19,610.00	(\$1,590.00)
506-6011	ROCK FILTER DAMS (REMOVE)	LF	\$10.00	400.00	\$4,000.00	(30.00)	370.00	\$3,700.00	(\$300.00)
506-6020	CONSTRUCTION EXITS (INSTALL) (TY 1)	SY	\$4.45	468.00	\$2,082.60	(468.00)	0.00	\$0.00	(\$2,082.60)
506-6024	CONSTRUCTION EXITS (REMOVE)	SY	\$2.90	468.00	\$1,357.20	(468.00)	0.00	\$0.00	(\$1,357.20)
506-6038	TEMP SEDMT CONT FENCE (INSTALL)	LF	\$2.95	4,667.00	\$13,767.65	(389.00)	4,278.00	\$12,620.10	(\$1,147.55)
506-6039	TEMP SEDMT CONT FENCE (REMOVE)	LF	\$1.20	4,667.00	\$5,600.40	(389.00)	4,278.00	\$5,133.60	(\$466.80)
618-6030	CONDT (PVC) (SCH 80) (3") (BORE)	LF	\$40.00	1,605.00	\$64,200.00	(285.00)	1,320.00	\$52,800.00	(\$11,400.00)
620-6007	ELEC CONDR (NO.8) BARE	LF	\$2.10	2,614.00	\$5,489.40	(650.00)	1,964.00	\$4,124.40	(\$1,365.00)
662-6063	WK ZN PAV MRK REMOV (W)4"(SLD)	LF	\$0.75	2,785.00	\$2,088.75	(1,700.00)	1,085.00	\$813.75	(\$1,275.00)
662-6075	WK ZN PAV MRK REMOV (W)24"(SLD)	LF	\$6.30	24.00	\$151.20	(14.00)	10.00	\$63.00	(\$88.20)
662-6095	WK ZN PAV MRK REMOV (Y)4"(SLD)	LF	\$0.55	2,260.00	\$1,243.00	(1,085.00)	1,175.00	\$646.25	(\$596.75)
666-6300	RE PM W/RET REQ TY I (W)4"(BRK)(100MIL)	LF	\$0.60	570.00	\$342.00	(30.00)	540.00	\$324.00	(\$18.00)
TOTALS					\$321,801.37			\$221,226.60	(\$100,574.77)

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 404 at FM 973
Williamson County Project No. 23IFB6**

Change Order No. 2

Reason for Change

This Change Order provides the balancing for the overruns/underruns of Contract quantities on the project that are a result of addressing field conditions not accounted for in the original plans. This Change Order also adds advanced flashing beacons and signs for additional safety measures along FM 973.

The following new items will be added by this Change Order.

ITEM	DESCRIPTION	QTY	UNIT
999-WC04	SPEED LIMIT SIGN INSTALL	1	LS
999-WC05	INSTALL SAMSUNG HWY SIGNS	1	LS
999-WC06	SOLAR POWER BEACONS	1	LS

This Change Order results in a net decrease of \$102,266.57 to the Contract amount, for an adjusted Contract total of \$4,814,077.33. The original Contract amount was \$4,622,143.93. As a result of this and all Change Orders to-date, \$191,933.40 has been added to the Contract, resulting in a 4.15% net increase in the overall Contract cost. As a result of this Change Order, zero (0) days will be added to the Contract.

HNTB Corporation

Oscar Salazar-Bueno, P.E.



15603 North IH 35
Pflugerville, TX 78660
P: 512.990.8313
F: 512.990.3785

A Foundation of Excellence.

November 17, 2023

Mr. Eddie R. Church, P.E.
HNTB Corporation
Williamson County
101 E. Old Settlers Blvd. Ste. 225
Round Rock, Texas 78664

Reference: **Change Proposal Summary 016**
FM 973 / CR 404 Improvements
IFB 23IFB6

Dear Mr. Church:

Please see the attached cost proposal breakdown in the amount of **\$2,810.33** for the installation of a stop sign at the intersection of FM 973/Samsung Hwy and for replacing the 55 mph speed limit signs to 65 mph on FM 973.

We appreciate your time spent reviewing this request and will look forward to your response. Please call me at (512) 990-8313 if you have any questions or need any additional information regarding this matter.

Sincerely,

Jordan Foster Construction, LLC

A handwritten signature in blue ink that reads 'Edgar Reyes'.

Edgar Reyes
Senior Project Manager

Attachments: Cost Proposal Summary 016

cc: 21023.1.5.016- Stop Sign FM 973/Samsung Hwy and Replace Speed Limit Signs



Cost Proposal Summary

Williamson County
 Project: CR 404 / FM 973 Improvements
 23IFB6

Project: CR 404/FM 973 Improvements
 Job No. 21203
 Estimator: ER

Change File: 016
 Date: 17-Nov-23

Brief Scope of Work:			
<i>Stop Sign Samsung Hwy/ Fm 973 & Replace Speed Limit Signs</i>			
Does this Change affect the Contract Time?	TBD	If so, number of days (+/-):	TBD

WORK DESCRIPTION	LABOR	MATERIAL	EQUIP.	SUBS	TOTALS
LABOR: Direct Labor	0.00				0.00
MATERIAL: Total - Material Costs		0.00			0.00
EQUIPMENT Total - Equipment Costs			0.00		0.00
SUBCONTRACTORS: Total - Subcontractor Costs				2650.00	2650.00
SUBTOTALS:	0.00	0.00	0.00	2650.00	2650.00
Compensation on Direct Labor - 25%	0.00				0.00
Burden Compensation on Direct Labor - 55%	0.00				0.00
Compensation on Material - 25%		0.00			0.00
Compensation on Equipment - 15%			0.00		0.00
Compensation on Subcontracts - 5%				132.50	132.50
SUBTOTALS:	0.00	0.00	0.00	2782.50	2782.50

UNIT PRICES:			
Unit Price Description	Quantity	Measure	Unit Price
			0.00
			0.00
			0.00
SUBTOTAL:			0.00

	Estimate Subtotal	2782.50
	Unit Price Subtotal	0.00
	Bond 1.0 %	27.83
TOTAL COST PROPOSAL:		2810.33



Main Office:
 5827 W. US HWY 90
 San Antonio, Tx 78227
 Phone: 210-736-4251
 Fax: 210-736-2084
 www.flasherequipment.com

75 County Road 372
 Jarrell, TX 76537
 Phone: (512) 746-4441
 Fx: (512) 746-4444

PROJECT: FM 973 AT CR 404
 DATE: 7/24/2023
 TERMS: 30 DAYS WITH ACCOUNT / PRE PAY WITHOUT ACCOUNT
 LOCATION: WILLIAMSON COUNTY

QUOTE # S19171C

SIGNAGE

ITEM	Description	Unit	Qty.	Price	Amount
707500	MOBILIZATION	EA	1	\$475.00	\$475.00
636-6007	REPLACE EXISTING ALUMINUM SIGNS (TY A)	SF	15	\$35.00	\$525.00

- * IF QUANTITY DESCREPECENCIES EXIST BETWEEN THE ENGINEERS BID ESTIMATE, THIS PROPOSAL OR THE PLAN SHEETS, THE FINAL INSTALLED QUANTITIES SHALL GOVERN INVOICING.
- * CONTRACTOR SHALL PROVIDE AN APPROVED ADDRESS PLAT FOR INCLUDING BLOCK NUMBERS ON STREET NAME SIGNS (IF REQUIRED) PRIOR TO SIGN MANUFACTURING.
- * REMOVAL OF EXISTING SMALL ROAD SIDE SIGNS IS EXCLUDED.

TOTAL **\$1,000.00**

NOTES AND EXCLUSIONS

SIGNAGE

- * Contractor shall have top soil to finished grade prior to scheduling installations.
- * Contrator shall assist in locating any utilites that may conflict with sign installations.
- * Pricing excludes coring of concrete or asphalt to set signs.
- * Pricing is based on 1 move in, each additional will be \$950.00.
- * Pricing is based on standard TXDOT mounts.
- * Any items not specifically noted will be additional.

GENERAL

- * FLASHER EQUIPMENT WARRANTS WORKMANSHIP AND MATERIALS ONLY. REPAIRS DUE TO NORMAL WEAR, VANDALISM, OR NEGLIGENCE WILL BE PERFORMED ON AN EXTRA WORK BASIS.
- * BILLING FOR THE PROJECT WILL BE FOR THE TERM ITEMS ARE ON SITE, REGARDLESS OF PAYMENT FROM OWNER.
- * PRICES DO NOT INCLUDE TAX.
- * PRICES QUOTED ARE GOOD FOR 30 DAYS.
- * Any discrepancy between the Flasher Equipment Company bid proposal, this document, and the contract documents, this bid proposal shall supersede and prevail.
- * IF RETAINAGE IS NOT DEFINED BELOW, THEN ALL MONEY'S WILL BE DUE AS BILLED.
- * FLASHER EQUIPMENT COMPANY DOES NOT INDEMNIFY GENERAL CONTRACTOR OR PROJECT OWNERS FOR ACCIDENTS, INJURY, OR DEATH CAUSED SOLEY BY GENERAL CONTRACTOR OR PROJECT OWNERS ACTIVE OR PASSIVE NEGLIGENCE.

SUBMITTED _____
 AMY CRAIG-JARAMILLO / ESTIMATOR

ACCEPTED: Edgar T J
 Name
Project Manager
 Title
8-3-23
 Date
21023
 Job/PO#

August 3, 2023

Mr. Eddie R. Church, P.E.
HNTB Corporation
Williamson County
101 E. Old Settlers Blvd. Ste. 225
Round Rock, Texas 78664

Reference: **Change Proposal Summary 012**
FM 973 / CR 404 Improvements
IFB 23IFB6

Dear Mr. Church:

Please see the attached cost proposal breakdown in the amount of **\$1,060.50** for the installation of the Speed Limit 55 signs on FM 973. This change in speed limit signs was requested by HNTB.

We appreciate your time spent reviewing this request and will look forward to your response. Please call me at (512) 990-8313 if you have any questions or need any additional information regarding this matter.

Sincerely,

Jordan Foster Construction, LLC

Edgar Reyes
Senior Project Manager

Attachments: Cost Proposal Summary 012

cc: 21023.1.5.012- Speed Limit Signs



999-WC04

Cost Proposal Summary

Williamson County
 Project: CR 404 / FM 973 Improvements
 23IFB6

Project: CR 404/FM 973 Improvements
 Job No. 21203
 Estimator: SB

Change File: 012
 Date: 3-Aug-23

Brief Scope of Work:			
<i>Speed Limit Signs</i>			
Does this Change affect the Contract Time?	TBD	If so, number of days (+/-):	TBD

WORK DESCRIPTION	LABOR	MATERIAL	EQUIP.	SUBS	TOTALS
LABOR: Direct Labor	0.00				0.00
MATERIAL: Total - Material Costs		0.00			0.00
EQUIPMENT Total - Equipment Costs			0.00		0.00
SUBCONTRACTORS: Total - Subcontractor Costs				1000.00	1000.00
SUBTOTALS:	0.00	0.00	0.00	1000.00	1000.00
Compensation on Direct Labor - 25%	0.00				0.00
Burden Compensation on Direct Labor - 55%	0.00				0.00
Compensation on Material - 25%		0.00			0.00
Compensation on Equipment - 15%			0.00		0.00
Compensation on Subcontracts - 5%				50.00	50.00
SUBTOTALS:	0.00	0.00	0.00	1050.00	1050.00

UNIT PRICES:			
Unit Price Description	Quantity	Measure	Unit Price
			0.00
			0.00
			0.00
SUBTOTAL:			0.00

	Estimate Subtotal	1050.00
	Unit Price Subtotal	0.00
	Bond 1.0 %	10.50
TOTAL COST PROPOSAL:		1060.50



15603 North IH 35
Pflugerville, TX 78660
P: 512.990.8313
F: 512.990.3785

999-WC05

A Foundation of Excellence

January 9, 2024

Mr. Eddie R. Church, P.E.
HNTB Corporation
Williamson County
101 E. Old Settlers Blvd. Ste. 225
Round Rock, Texas 78664

Reference: **Change Proposal Summary 017**
FM 973 / CR 404 Improvements
IFB 23IFB6

Dear Mr. Church:

Please see the attached cost proposal breakdown in the amount of **\$1,200** for the replacement of a Samsung Hwy sign that was stolen on FM 973.

We appreciate your time spent reviewing this request and will look forward to your response. Please call me at (512) 990-8313 if you have any questions or need any additional information regarding this matter.

Sincerely,

Jordan Foster Construction, LLC

Edgar Reyes
Senior Project Manager

Attachments: Cost Proposal Summary 017

cc: 21023.1.5.015- Samsung Highway Signs



999-WC05

Cost Proposal Summary

Williamson County
 Project: CR 404 / FM 973 Improvements
 23IFB6

Project: CR 404/FM 973 Improvements
 Job No. 21203
 Estimator: ER

Change File: 017
 Date: 9-Jan-24

Brief Scope of Work: <i>Replace Samsung Highway Sign (Stolen)</i>			
Does this Change affect the Contract Time?	TBD	If so, number of days (+/-):	TBD

WORK DESCRIPTION	LABOR	MATERIAL	EQUIP.	SUBS	TOTALS
LABOR: Direct Labor	0.00				0.00
MATERIAL: Total - Material Costs		0.00			0.00
EQUIPMENT Total - Equipment Costs			0.00		0.00
SUBCONTRACTORS: Total - Subcontractor Costs				1125.00	1125.00
SUBTOTALS:	0.00	0.00	0.00	1125.00	1125.00
Compensation on Direct Labor - 25%	0.00				0.00
Burden Compensation on Direct Labor - 55%	0.00				0.00
Compensation on Material - 25%		0.00			0.00
Compensation on Equipment - 15%			0.00		0.00
Compensation on Subcontracts - 5%				63.12	63.12
SUBTOTALS:	0.00	0.00	0.00	1188.12	1188.12

UNIT PRICES:			
Unit Price Description	Quantity	Measure	Unit Price
			0.00
			0.00
SUBTOTAL:			0.00

	Estimate Subtotal	1188.12
	Unit Price Subtotal	0.00
	Bond 1.0 %	11.88
TOTAL COST PROPOSAL:		1200.00



Main Office:
 5827 W. US HWY 90
 San Antonio, Tx 78227
 Phone: 210-736-4251
 Fax: 210-736-2084
 www.flasherequipment.com

75 County Road 372
 Jarrell, TX 76537
 Phone: (512) 746-4441
 Fx: (512) 746-4444

PROJECT: FM 973 AT CR 404
 DATE: 1/9/2024
 TERMS: 30 DAYS WITH ACCOUNT / PRE PAY WITHOUT ACCOUNT
 LOCATION: WILLIAMSON COUNTY

QUOTE # S19171H
 CHANGE ORDER

SIGNAGE

ITEM	Description	Unit	Qty.	Price	Amount
6366001	ALUMINUM SIGNS (TY A)	SF	14	\$80.357	\$1,125.00

* IF QUANTITY DESCREPENCIES EXIST BETWEEN THE ENGINEERS BID ESTIMATE, THIS PROPOSAL OR THE PLAN SHEETS, THE FINAL INSTALLED QUANTITIES SHALL GOVERN INVOICING.

TOTAL **\$1,125.00**

NOTES AND EXCLUSIONS

SIGNAGE

- * Contractor shall have top soil to finished grade prior to scheduling installations.
- * Contractor shall assist in locating any utilities that may conflict with sign installations.
- * Pricing excludes coring of concrete or asphalt to set signs.
- * Pricing is based on 1 move in, each additional will be \$950.00.
- * Pricing is based on standard TXDOT mounts.
- * Any items not specifically noted will be additional.

GENERAL

- * FLASHER EQUIPMENT WARRANTS WORKMANSHIP AND MATERIALS ONLY. REPAIRS DUE TO NORMAL WEAR, VANDALISM, OR NEGLIGENCE WILL BE PERFORMED ON AN EXTRA WORK BASIS.
- * BILLING FOR THE PROJECT WILL BE FOR THE TERM ITEMS ARE ON SITE, REGARDLESS OF PAYMENT FROM OWNER.
- * PRICES DO NOT INCLUDE TAX.
- * PRICES QUOTED ARE GOOD FOR 30 DAYS.
- * Any discrepancy between the Flasher Equipment Company bid proposal, this document, and the contract documents, this bid proposal shall supersede and prevail.
- * IF RETAINAGE IS NOT DEFINED BELOW, THEN ALL MONEY'S WILL BE DUE AS BILLED.
- * FLASHER EQUIPMENT COMPANY DOES NOT INDEMNIFY GENERAL CONTRACTOR OR PROJECT OWNERS FOR ACCIDENTS, INJURY, OR DEATH CAUSED SOLELY BY GENERAL CONTRACTOR OR PROJECT OWNERS ACTIVE OR PASSIVE NEGLIGENCE.

SUBMITTED

AMY CRAIG-JARAMILLO / ESTIMATOR

ACCEPTED:

Name
 Project Manager
 Title
 1/9/24
 Date
 21023- FM 973
 Job/PO#



15603 North IH 35
Pflugerville, TX 78660
P: 512.990.8313
F: 512.990.3785

A Foundation of Excellence.

August 31, 2023

Mr. Eddie R. Church, P.E.
HNTB Corporation
Williamson County
101 E. Old Settlers Blvd. Ste. 225
Round Rock, Texas 78664

Reference: **Change Proposal Summary 015R**
FM 973 / CR 404 Improvements
IFB 23IFB6

Dear Mr. Church:

Please see the attached cost proposal breakdown in the amount of \$2,266.19 for the installation of the Samsung Highway Signs that will replace the CR 000 signs that were installed.

We appreciate your time spent reviewing this request and will look forward to your response. Please call me at (512) 990-8313 if you have any questions or need any additional information regarding this matter.

Sincerely,

Jordan Foster Construction, LLC

A handwritten signature in blue ink, appearing to read 'Edgar Reyes'.

Edgar Reyes
Senior Project Manager

Attachments: Cost Proposal Summary 015

cc: 21023.1.5.015- Samsung Highway Signs



Cost Proposal Summary

Williamson County
 Project: CR 404 / FM 973 Improvements
 23IFB6

Project: CR 404/FM 973 Improvements
 Job No. 21203
 Estimator: ER

Change File: 015
 Date: 31-Aug-23

Brief Scope of Work: Remove CR 000 Signs & Install Samsung Highway Signs			
Does this Change affect the Contract Time?	TBD	If so, number of days (+/-):	TBD

WORK DESCRIPTION	LABOR	MATERIAL	EQUIP.	SUBS	TOTALS
LABOR: Direct Labor	0.00				0.00
MATERIAL: Total - Material Costs		0.00			0.00
EQUIPMENT Total - Equipment Costs			0.00		0.00
SUBCONTRACTORS: Total - Subcontractor Costs				1775.00	1775.00
SUBTOTALS:	0.00	0.00	0.00	1775.00	1775.00
Compensation on Direct Labor - 25%	0.00				0.00
Burden Compensation on Direct Labor - 55%	0.00				0.00
Compensation on Material - 25%		0.00			0.00
Compensation on Equipment - 15%			0.00		0.00
Compensation on Subcontracts - 5%				88.75	88.75
SUBTOTALS:	0.00	0.00	0.00	1863.75	1863.75

UNIT PRICES:				
Unit Price Description	Quantity	Measure	Unit Price	
Item 644-6076 - Remove SM RD SN SUP&AM	4.00	EA	95.00	380.00
				0.00
				0.00
SUBTOTAL:				380.00

	Estimate Subtotal	1863.75
	Unit Price Subtotal	380.00
	Bond 1.0 %	22.44
TOTAL COST PROPOSAL:		2266.19



Main Office:
 5827 W. US HWY 90
 San Antonio, Tx 78227
 Phone: 210-736-4251
 Fax: 210-736-2084
 www.flasherequipment.com

75 County Road 372
 Jarrell, TX 76537
 Phone: (512) 746-4441
 Fx: (512) 746-4444

PROJECT: FM 973 AT CR 404
 DATE: 8/31/2023
 TERMS: 30 DAYS WITH ACCOUNT / PRE PAY WITHOUT ACCOUNT
 LOCATION: WILLIAMSON COUNTY

QUOTE # S19171F

SIGNAGE

ITEM	Description	Unit	Qty.	Price	Amount
707500	MOBILIZATION	EA	1	\$475.00	\$475.00
644 6061	IN SM RD SN SUP&AM TY TWT (1) WS (T)	EA	2	\$650.00	\$1,300.00

* IF QUANTITY DESCREPCENCIES EXIST BETWEEN THE ENGINEERS BID ESTIMATE,
 THIS PROPOSAL OR THE PLAN SHEETS, THE FINAL INSTALLED QUANTITIES
 SHALL GOVERN INVOICING.

TOTAL \$1,775.00

NOTES AND EXCLUSIONS

SIGNAGE

- * Contractor shall have top soil to finished grade prior to scheduling installations.
- * Contractor shall assist in locating any utilities that may conflict with sign installations.
- * Pricing excludes coring of concrete or asphalt to set signs.
- * Pricing is based on 1 move in, each additional will be \$950.00.
- * Pricing is based on standard TXDOT mounts.
- * Any items not specifically noted will be additional.

GENERAL

- * FLASHER EQUIPMENT WARRANTS WORKMANSHIP AND MATERIALS ONLY. REPAIRS DUE TO NORMAL WEAR, VANDALISM, OR NEGLIGENCE WILL BE PERFORMED ON AN EXTRA WORK BASIS.
- * BILLING FOR THE PROJECT WILL BE FOR THE TERM ITEMS ARE ON SITE, REGARDLESS OF PAYMENT FROM OWNER.
- * PRICES DO NOT INCLUDE TAX.
- * PRICES QUOTED ARE GOOD FOR 30 DAYS.
- * Any discrepancy between the Flasher Equipment Company bid proposal, this document, and the contract documents, this bid proposal shall supersede and prevail.
- * IF RETAINAGE IS NOT DEFINED BELOW, THEN ALL MONEY'S WILL BE DUE AS BILLED.
- * FLASHER EQUIPMENT COMPANY DOES NOT INDEMNIFY GENERAL CONTRACTOR OR PROJECT OWNERS FOR ACCIDENTS, INJURY, OR DEATH CAUSED SOLEY BY GENERAL CONTRACTOR OR PROJECT OWNERS ACTIVE OR PASSIVE NEGLIGENCE.

SUBMITTED _____
 AMY CRAIG-JARAMILLO / ESTIMATOR

ACCEPTED: _____
 Name _____
 Title _____
 Date _____
 Job/PO# _____



15603 North IH 35
Pflugerville, TX 78660
P: 512.990.8313
F: 512.990.3785

A Foundation of Excellence.

August 25, 2023

Mr. Eddie Church, P.E.
HNTB Corporation
Williamson County
101 E. Old Settlers Blvd. Ste. 225
Round Rock, Texas 78664

Reference: **Change Proposal Summary 014**
FM 973 / CR 404 Improvements
IFB 23IFB6

Dear Mr. Church:

Please see the attached cost proposal breakdown in the amount of **\$20,997.90** for the installation of solar powered flashing beacons on the existing signal ahead signs on FM 973.

We appreciate your time spent reviewing this request and will look forward to your response. Please call me at (512) 990-8313 if you have any questions or need any additional information regarding this matter.

Sincerely,

Jordan Foster Construction, LLC

A handwritten signature in blue ink that reads 'Edgar Reyes' with a stylized flourish at the end.

Edgar Reyes
Senior Project Manager

Attachments: Cost Proposal Summary 014

cc: 21023.1.5.014- Flashing Beacons – Signal Ahead Signs



Cost Proposal Summary

Williamson County
 Project: CR 404 / FM 973 Improvements
 23IFB6

Project: CR 404/FM 973 Improvements
 Job No. 21203
 Estimator: SB

Change File: 014
 Date: 25-Aug-23

Brief Scope of Work: <i>Solar Powered Beacons - Signal Ahead Sign</i>			
Does this Change affect the Contract Time?	TBD	If so, number of days (+/-):	TBD

WORK DESCRIPTION	LABOR	MATERIAL	EQUIP.	SUBS	TOTALS
LABOR: Direct Labor	0.00				0.00
MATERIAL: Total - Material Costs		0.00			0.00
EQUIPMENT Total - Equipment Costs			0.00		0.00
SUBCONTRACTORS: Total - Subcontractor Costs				19800.00	19800.00
SUBTOTALS:	0.00	0.00	0.00	19800.00	19800.00
Compensation on Direct Labor - 25%	0.00				0.00
Burden Compensation on Direct Labor - 55%	0.00				0.00
Compensation on Material - 25%		0.00			0.00
Compensation on Equipment - 15%			0.00		0.00
Compensation on Subcontracts - 5%				990.00	990.00
SUBTOTALS:	0.00	0.00	0.00	20790.00	20790.00

UNIT PRICES:			
Unit Price Description	Quantity	Measure	Unit Price
			0.00
			0.00
			0.00
SUBTOTAL:			0.00

	Estimate Subtotal	20790.00
	Unit Price Subtotal	0.00
	Bond 1.0 %	207.90
TOTAL COST PROPOSAL:		20997.90



Solar Powered Flashing Beacons Signal Ahead Signs

Project: 21203
 Directive #
 Date: 8/25/23
 Estimator: SB
 Change File: 014

Description		Quantity	Unit	Unit Price	L-M-E-S	Labor	Material	Equipment	Subcontract	Total
Subcontract	Install Flashing Beacons To Signal Ahead Signs AT5- Install Roadside Flashing Beacon Existing Flashing Ahead Sign	2.00	EA	\$ 9,900.00	\$	0.00	0.00	0.00	19800.00	19800.00
Subtotal						0.00	0.00	0.00	19800.00	19800.00
BURDEN						0.00				0.00
COMPENSATION						0.00	0.00	0.00	990.00	990.00
TOTAL										20790.00

AUSTIN TRAFFIC SIGNAL CONSTRUCTION COMPANY, INC.

P.O. Box 130
Round Rock, Texas 78680

Ph. (512) 255-9951
Fax (512) 255-0146

CHANGE ORDER PROPOSAL

August 24, 2023

PROJECT: FM 973- CR 404
COUNTY: WILLIAMSON

Item No.	Desc. Code	Bid Item Description	Unit of Measure	Approx. Quantities	Unit Bid Price	Amount
685		RDSD FLASHING BEACON ASSM- 24-7/ SIGNAL ADVANCE	EA	2.00	\$9,900.00	\$19,800.00

PERFORMANCE & PAYMENT BONDS. - ADD 1% IF REQUIRED.

Edward Schroeder 512-255-9951 ext 114

Commissioners Court - Regular Session

43.

Meeting Date: 02/13/2024

23IFB34 CR 307 Reconstruction - Change Order #2 (Extra Time - Utility Conflicts)

Submitted By: Julissa Vasquez, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action regarding Change Order No. 2 in the amount of \$35,000.00 for Project 23IFB34 CR 307 Reconstruction (Joe Bland Construction) P: 394 Funding Source: Road Bond.

Background

This Change Order adds days to the Contract Time and increases the Barricades, Signs, and Traffic Handling item due to the utility conflicts not being cleared by the dates stated in the Project Construction Manual. The Contractor was able to complete the CR 307 improvements and put it in service by the August 16, 2023 deadline. However, CR 305 improvements were impacted by a water line and communication line conflict that impeded the work, resulting in a four-month delay to the project. The Contractor demobilized until the utilities were cleared.

This Change Order results in a net increase of \$35,000.00 to the Contract amount, for an adjusted Contract total of \$2,842,280.30. The original Contract amount was \$2,796,832.80. As a result of this and all Change Orders to-date, \$45,447.50 has been added to the Contract, resulting in a 1.62% net increase in the Contract cost. One hundred and sixty-nine (169) days will be added to the Contract as a result of this Change Order.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

23IFB34-CR 307 CO#2

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Julissa Vasquez

Final Approval Date: 02/08/2024

Reviewed By

Becky Pruitt

Date

02/08/2024 09:18 AM

Started On: 02/07/2024 07:40 AM

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 2

1. CONTRACTOR: Joe Bland Construction
2. Change Order Work Limits: Sta. 6 + 50.00 Sta. 32 + 92.93
3. Type of Change(on federal-aid non-exempt projects): Minor (Major/Minor)
4. Reasons: 6C (3 Max. - In order of importance - Primary first)

Project:	<u>23IFB34</u>
Roadway:	<u>CR 307</u>
CSJ Number:	<u>N/A</u>

5. Describe the work being revised:

6C. Utilities not clear. This Change Order adds days to the Contract Time and increases the Barricades, Signs, and Traffic Handling item due to the utility conflicts not being cleared by the dates stated in the Project Construction Manual.

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).

<p><small>The contractor must sign the Change Order and, by doing so, agrees to waive any and all claims for additional compensation due to any and all other expenses; additional changes for time, overhead and profit; or loss of compensation as a result of this change.</small></p> <p>THE CONTRACTOR _____ Date <u>1/29/24</u></p> <p>By _____</p> <p>Typed/Printed Name <u>Kyle Klussmann</u></p> <p>Typed/Printed Title <u>Project Manager</u></p>	<p style="text-align: center;">The following information must be provided</p> <p>Time Ext. #: <u>1</u> Days added on this CO: <u>169</u></p> <p>Amount added by this change order: <u>\$35,000.00</u></p>
--	--

RECOMMENDED FOR EXECUTION:

_____ 1/29/2024
Project Manager Date

N/A Design Engineer Date

_____ 2/6/2024
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

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 307

Williamson County Project No. 22IFB34

Change Order No. 2

Reason for Change

This Change Order adds days to the Contract Time and increases the Barricades, Signs, and Traffic Handling item due to the utility conflicts not being cleared by the dates stated in the Project Construction Manual. The Contractor was able to complete the CR 307 portion and open it by the 8/16/2023 deadline. The contractor demobilized and returned, after the utilities were cleared on the CR 305 portion.

This Change Order results in a net increase of \$35,000.00 to the Contract amount, for an adjusted Contract total of \$2,842,280.30. The original Contract amount was \$2,796,832.80. As a result of this and all Change Orders to-date, \$45,447.50 has been added to the Contract, resulting in a 1.62% net increase in the Contract cost. One hundred and sixty-nine (169) days will be added to the Contract as a result of this Change Order.

HNTB Corporation

Oscar Salazar-Bueno, P.E.

Commissioners Court - Regular Session

44.

Meeting Date: 02/13/2024

RM 2243 BGE PSA Amendment #4

Submitted By: Marie Walters, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on Contract Amendment No. 4 to the RM 2243 (Hero Way) contract between Williamson County and BGE, Inc. relating to the 2019 Road Bond Program.
Project: P326 Fund Source: Road Bonds

Background

The BGE Contract Amendment No. 4 amends the Exhibit D Rate Schedule according to the CPI Rate Adjustment language shown in the master contract.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

RM2243 BGE PSAAmendment4

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Marie Walters

Final Approval Date: 02/08/2024

Reviewed By

Becky Pruitt

Date

02/08/2024 10:41 AM

Started On: 02/07/2024 04:24 PM

CONTRACT AMENDMENT NO. 4
TO
WILLIAMSON COUNTY CONTRACT FOR
ENGINEERING SERVICES

WILLIAMSON COUNTY ROAD BOND PROJECT: RM 2243 (“Project”)

THIS CONTRACT AMENDMENT NO. 4 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 BGE, 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 January 14, 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 \$6,700,000.00; 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, in duplicate, to be effective as of the date of the last party's execution below.

ENGINEER:

COUNTY:

By: Wesley E. Jasek, P.E.
Signature

By: _____
Signature

Wesley Jasek, PE
Printed Name

Printed Name

Vice President
Title

Title

02/07/2024
Date

Date

APPROVED
By Christen Eschberger at 5:42 pm, Feb 07, 2024

DIRECT EXPENSES (All Consultants)	
Standard Postage (Current Postal Rate)	Current Rate
Overnight Mail -letter size	At Cost
Overnight Mail – oversized box	At Cost
Courier Services	At Cost
Certified Letter Return Receipt	At Cost
Photocopies B/W (8.5x11)	\$0.15
Photocopies B/W (11x17)	\$0.25
Photocopies Color (8.5x11)	\$0.75
Photocopies Color (11x17)	\$1.25
Foam Board Exhibit (36x48)	\$100.00
Color Graphics on Foam Board	\$18.00
Presentation Boards – up to 48”x60” color mounted	\$200.00
Outside Printing – Reports (includes labor and supplies)	\$50.00
Report Binding and Tabbing (includes labor and supplies)	\$15.00
Reproduction of CD/DVD	\$5.00
CD’s/DVD’s	\$1.00
Cardstock Color (8.5”x11”)	\$0.50
Notebooks	\$10.00
4:x5: Digital Color Print	\$0.50
Bond Paper Plot (Blueline/Blackline)	\$.25
Card Stock Color (8.5x11)	\$1.10
Blueline Prints (23x36)	\$0
Plots (B/W on Bond)	\$1.00
Plots (Color on Bond)	\$2.50
Plots (Color on Photographic Paper)	\$9.00
Laminations	\$5.00
Lodging/ Hotel (Taxes/fees not included)	Per Vendor Reimbursement Policy
Lodging/Hotel (Taxes and fees)	Per Vendor Reimbursement Policy
Meals (excluding alcohol & tips)	Per Vendor Reimbursement Policy
Mileage	Current Rate
Rental Car (includes taxes and fees; insurance cost will not be reimbursed)	Per Vendor Reimbursement Policy

Toll Charges	Per Vendor Reimbursement Policy
Air Travel	Per Vendor Reimbursement Policy
Oversize, special handling or extra baggage airline fees	At Cost
Parking	Per Vendor Reimbursement Policy
Rental Car Fuel	Per Vendor Reimbursement Policy
Taxi/Cab Fare	Per Vendor Reimbursement Policy
Materials and Shipping	\$35.00
Historical Aerial Images (Photographs, Negatives, Maps)	\$125.00
Aerial Photographs (1" = 5' scale)	\$125.00
Tx Parks and Wildlife Data Request Fees	At Cost
FEMA FIS Backup Data Request	\$400.00
FEMA Maps	\$25.00
Hazardous Materials Database Search	\$750.00
Curator (Drawer & Tx Archaeological Research Lab for artifacts & reports	\$2,250.00
Maps and Map Records	\$100.00
Environmental Database Search	\$900.00
Environmental Field Supplies (lathes, stakes, flagging, spray paint, etc)	\$40.00
TARL Curation Fee	\$500.00
Property Record Fees (Courthouse and Courthouse Direct Record Fees)	\$50.00
Noise Meter Rental	\$100.00
Railroad – Flagger (service provided by RR)	\$125.00
Railroad – Insurance in addition to STD minimum Required (Minimum coverage of \$1 Million required by RR)	\$3,500.00
Railroad – Permit	\$2,500.00
Railroad – Safety Training (if required – Heavy Rail Safety Training Certificate, includes classroom training and employee certification card)	\$400.00
Traffic Control Services, Arrow Boards and Attenuator Trucks -Small Project (includes labor, equipment and fuel)	\$2,300.00
Traffic Control Services, Arrow Boards and Attenuator Trucks -Medium Project (includes labor, equipment and fuel)	\$5,150.00
Traffic Control Services, Arrow Boards and Attenuator Trucks -Large Project (includes labor, equipment and fuel)	\$3,500.00

Attenuator trucks (lane/shoulder closure) (includes labor, equipment and fuel)	\$550.00
Attenuator trucks (no lane closures) (includes labor, equipment and fuel)	\$400.00
Flashing Arrow Board	\$300.00
Portable Message Board	\$350.00
Law Enforcement/Uniform Officer with Vehicle	At Cost
Geosearch Data Report	\$1,000.00
GPS Daily Rental	\$50.00
GPS Receiver (rates applied to actual time GPS units are in use)	\$50.00
Hydrographics Sonar Equipment	\$1,000.00
Maps Records	\$6.00
Certified Deeds Copies	\$5.00
GPS RTK (rates applied to actual time GPS units are in use)	\$30.00
GPS Static (rates applied to actual time GPS units are in use)	\$30.00
Fathometer	\$100.00
Type II ROW Monument – Excavated/Drilled rocks, rocky soil. 2-4 inch depth (includes crew time, equipment, materials, rentals & labor). Brass Marker supplied by TxDOT	\$240.00
Type II ROW Monument – Poured 2-3 Feet (includes One Call, crew time equipment, materials, rental, labor) Brass Marker supplied by TxDOT	\$290.00
Noise Meter Rental	\$800 Per Each
Hazardous Materials Database Search	\$1,480 Per Each

CPI ADJUSTMENT CALCULATION	
BASE (1982-84) = 100	100
JULY 2019 PSA SIGNED	248.005
SEPTEMBER 2023 (LATEST DATA)	299.657
DELTA	20.83%

CPI Rate Adjustments: Rates will remain firm for the initial first year of the Contract and such rates shall be deemed the “Initial Base Rates”. Engineer must request rate adjustments, in writing, at least thirty (30) days prior to each annual anniversary date of the Contract and any rate changes will take effect on the first day following the prior year. If Engineer fails to request a CPI rate adjustment, as set forth herein,

the adjustment will be effective thirty (30) days after the County receives Engineer's written request. No retroactive rate adjustments will be allowed.

Price adjustments will be made in accordance with changes in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, South Region (Base 1982-84 = 100).

The rate adjustment will be determined by multiplying the Initial Base Rates by a fraction, the numerator of which is the index number for most recently released index before each annual anniversary date of the Contract and the denominator of which is the index number for the first month of the Contract (the index number for the month in which the Contract was originally executed). If the products are greater than the Initial Base Rates, County will pay the greater amounts as the rates during the successive year until the next rate adjustment. Rates for each successive year will never be less than the Initial Base Rates.

EXHIBIT D - RATE SCHEDULE

Note: Revised rates and added categories indicated in red text.

RM 2243

AmaTerra Environmental, Inc.	
CATEGORY	RATE
Principal	\$ 303.28
Project Manager	\$ 175.20
Historical Architect/Historian IV	\$ 172.78
Historical Architect/Historian III	\$ 143.78
Historical Architect/Historian II	\$ 107.54
Historical Architect/Historian I	\$ 82.16
Archeologist VI/Sr. Principal Investigator (PI)	\$ 158.28
Archeologist V/Associate PI	\$ 115.99
Archeologist IV/Field Director	\$ 113.58
Archeologist III/Project Archeologist	\$ 102.70
Archeologist II/Crew Chief	\$ 89.41
Archeologist I/Field Technician	\$ 80.95
GIS Specialist	\$ 131.70
GIS Technician	\$ 91.83
Admin/Doc Production Supvr	\$ 103.91
Editor	\$ 93.04
Clerical	\$ 67.66

CPI ADJUSTMENT CALCULATION	
BASE (1982-84) = 100	100
JULY 2019 PSA SIGNED	248.005
SEPTEMBER 2023 (LATEST DATA)	299.657
DELTA	20.83%

CPI Rate Adjustments: Rates will remain firm for the initial first year of the Contract and such rates shall be deemed the “Initial Base Rates”. Engineer must request rate adjustments, in writing, at least thirty (30) days prior to each annual anniversary date of the Contract and any rate changes will take effect on the first day following the prior year. If Engineer fails to request a CPI rate adjustment, as set forth herein, the adjustment will be effective thirty (30) days after the County receives Engineer’s written request. No retroactive rate adjustments will be allowed.

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EXHIBIT D - RATE SCHEDULE

RM 2243

Binkley and Barfield, Inc.	
CATEGORY	RATE
Principal	\$285.00
Sr Project Manager	\$260.00
Sr Engineer	\$201.00
Project Engineer	\$170.00
Design Engineer	\$145.00
EIT	\$130.00
Production Manager	\$213.00
Sr CADD /Designer	\$141.00
CADD/Designer	\$127.00
CADD Technician	\$104.00
Sr. Clerical / Administrator / Document Specialist / Recordkeeper	\$89.00
Clerical / Administrator	\$83.00
3D Modeling (Per day)	\$810.00

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EXHIBIT D - RATE SCHEDULE

RM 2243

Inland Geodetics	
CATEGORY	RATE
RPLS Project Manager	\$203.46
RPLS Task Leader	\$155.58
Senior Survey Tech	\$113.70
Survey Tech	\$104.72
Senior GIS Operator	\$113.70
GIS Operator	\$92.75
GIS Technician	\$83.78
Flagger	\$56.85
Abstractor	\$68.82
Survey Field Crew (1-Person)	\$105.00
Survey Field Crew (2-Person)	\$160.00
Survey Field Crew (3-Person)	\$180.00
Survey Field Crew (4-Person)	\$205.00
ROW Documents (Per Parcel)	\$5,800.00

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EXHIBIT D - RATE SCHEDULE

RM 2243

JMT	
CATEGORY	RATE
Senior Advisor	\$235.00
Senior Project Manager	\$225.00
Senior Professional 2	\$210.00
Senior Professional 1	\$185.00
Professional 2	\$160.00
Senior Engineering Technician	\$155.00
Professional 1	\$125.00
Engineering Technician	\$120.00
Admin/Clerical	\$68.00

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EXHIBIT D - RATE SCHEDULE

Note: Revised rates and added categories indicated in red text.

RM 2243

Corsair	
CATEGORY	RATE
Principal	\$ 327.44
Senior Project Manager	\$ 327.44
Project Manager	\$ 291.04
Senior Engineer	\$ 218.29
Project Engineer	\$ 200.08
Design Engineer	\$ 172.79
Engineer In Training	\$ 127.32
Senior Engineer Tech	\$ 100.04
Engineer Tech	\$ 56.75
Admin/Clerical	\$ 87.33
DIRECT EXPENSES	
Mobilization and Demobilization (LS)	\$500
Support Vehicle (per day)	\$250
Soil Drilling and Sampling (Cohesive soils): Continuous in the upper 10 ft and at 5ft intervals thereafter. Spt samples in granular soils. (per foot)	\$28
Soil Boring/Rock Coring without TCP (<60 ft) (per LF)	\$35.00
Soil Boring/Rock Coring with TCP (<60 ft)- Tex-132-E (per LF)	\$45.00
Soil Boring/Rock Coring with TCP (>60 ft)- Tex-132-E (per LF)	\$60.00
TCP Tests (at 5ft intervals) (ea)	\$15
Backfill with soil cuttings/grouting with Bentonite chips (per foot)	\$8
Per Diem (each 2-person drilling crew)	Per Vendor Reimbursement Policy
Moisture Content (ASTM D2216) ea	\$10
Atterberg Limits (ASTM 4318) ea	\$80
Percent Passing No. 200 Sieve (ASTM D1140) ea	\$42
Sieve Analysis (ASTM D4222) ea	\$95
Unconfined Compressive Strength (Rock)- ASTM D2938 (per each)	\$100.00
Unconfined Compressive Strength (Soil)- ASTM D2166 (per each)	\$65.00

Consolidated - Undrained Compression Test with Pore Pressure, Multi-sample, 3 per failure envelope (includes DUW & Stress-Strain Curves) ASTM4767 ea	\$1400
Determining Moisture Content in Soil Materials - Tex-103-E (per each)	\$16.00
Determining Liquid Limits of Soils- Tex-104-E (per each)	\$38.00
Determining Plastic Limits of Soils - Tex - 105-E (per each)	\$38.00
Particle Size Analysis of Soils - Tex-110-E (per each)	\$95.00
Determining the Amount of Material in Soils Finer than the 75 micrometer (No. 200) Sieve- Tex-111-E (per each)	\$65.00
Bentonite Grouting of Boreholes - Bentonite Chips (per LF)	\$10.00
CU Triaxial Compression for Undisturbed Soils - Multiple Stage Tex-131-E (set of 3)	\$1,500.00
Determine Chloride and Sulfate and Sulfate Content in Soils Tex-620-J (per each)	\$200.00
Mobilization of Drilling Rig (Trip Less than 100 miles from office to site) (per each)	\$6.00
Consolidation, Incremental Loading (ASTM 2435) ea	\$500
Corrosion Suite (Sulfates, Chlorides, and PH) ea	\$175
Resilient Modulus (RM), Minimum of 4 tests ea	\$650
Standard Proctor (ASTM 698) ea	\$250
Utility Locates (per boring) ea	\$25
Traffic Control (per boring) ea	\$2300
Sample Storage (per month)	\$500

CPI ADJUSTMENT CALCULATION	
BASE (1982-84) = 100	100
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SEPTEMBER 2023 (LATEST DATA)	299.657
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EXHIBIT D - RATE SCHEDULE

RM 2243

RPS	
CATEGORY	RATE
Principal	\$300
Project Director	\$280
Senior Project Manager	\$230
Project Manager	\$180
Senior Project Engineer	\$170
Senior Designer	\$150
Project Engineer	\$140
Associate Engineer	\$110
Designer/CAD Tech	\$100
Environmental Department Manager	\$284
Senior Environmental Planner	\$267
Environmental Scientist	\$153
Environmental Planner I	\$105
Environmental Planner II	\$117
Environmental Planner III	\$216
Senior Biologist	\$252
Biologist	\$180
Project Accountant	\$100
Project Administrator	\$90
Administrative Assistant	\$80

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EXHIBIT D - RATE SCHEDULE

RM 2243

SAM, LLC

SURVEYING SERVICES:

Principal	\$215.00 per hour
RPLS Project Manager	\$175.00 per hour
RPLS Task Leader	\$158.00 per hour
Senior Survey Technician	\$98.00 per hour
Survey Technician	\$89.00 per hour
2-Person Survey Crew	\$140.00 per hour
3-Person Survey Crew	\$165.00 per hour
Administration / Clerical Support	\$68.00 per hour

SURVEY EQUIPMENT:

GPS Receiver	\$25.00 per hour
ATV or Utility Vehicle	\$75.00 per day

GEOSPATIAL SERVICES:

Principal	\$215.00 per hour
Senior Project Manager	\$205.00 per hour
Project / Acquisition Manager	\$165.00 per hour
Pilot	\$130.00 per hour
Two (2) Person UAS Crew – Unmanned Pilot & Observer	\$195.00 per hour
Three (3) Person UAS Crew – Unmanned Pilot & 2 Observers	\$325.00 per hour
Photogrammetrist / Project Lead	\$115.00 per hour
Acquisition / Calibration / Aerial Triangulation Technician	\$98.00 per hour
LiDAR / Photogrammetry Technician	\$95.00 per hour

GEOSPATIAL EQUIPMENT:

Aerial LiDAR System 1560I (Equipment Only)	\$1300.00 per hour
Aerial LiDAR System HARRIER 68I (Equipment Only)	\$700.00 per hour
Mobile Mapping System	\$750.00 per hour
Mobile Mapping Equipment Stand-by Fee (Equipment Only)	\$200.00 per hour
HDS Laser Scanner	\$100.00 per hour
High Rail Equipped Vehicle	\$10.00 per hour
Weather Station	\$10.00 per hour
Oblique HD Camera System – Manned Aircraft	\$30.00 per hour
Video Camera System – Manned Aircraft	\$5.00 per hour
360° Camera System – Terrestrial or Marine Stand Alone	\$100.00 per hour
Helicopter (Turbine Engine Powered)	\$1,450 per hour
Helicopter (Reciprocal Engine Powered)	\$850.00 per hour
Fixed Wing Twin Engine	\$960.00 per hour
Fixed Wing Single Engine	\$600.00 per hour
M600 Unmanned Aerial System– Video / Still Photos	\$150.00 per hour
M600 UAS Standby – Video / Still Photos	\$75.00 per hour



VAPOR Unmanned Aerial System – IR / Corona / LiDAR	\$500.00 per hour
VAPOR UAS Standby – IR / Corona / LiDAR\$	200.00 per hour
GPS Receiver (Equipment Only)	\$25.00 per hour
Geospatial Work Station	\$15.00 per hour

SUBSURFACE UTILITY ENGINEERING (SUE) SERVICES:

Principal	\$225.00 per hour
Sr. Project Manager	\$190.00 per hour
Project Manager	\$175.00 per hour
Sr. Engineer (PE)	\$161.00 per hour
Engineer	\$130.00 per hour
Graduate Engineer	\$110.00 per hour
Senior Utility Coordinator	\$159.00 per hour
Utility Coordinator	\$136.00 per hour
Jr. Utility Coordinator	\$110.00 per hour
Sr. Engineer Tech	\$120.00 per hour
Engineer Tech	\$99.00 per hour
Field Coordinator (Not Including Office Support)	\$110.00 per hour

VACUUM EXCAVATION SERVICES

DESCRIPTION	UNIT	RATE
VAC CREW RATE (includes 1 Unit with 2-Man Crew)	PER HOUR	\$258.00
OVERTIME RATE (Weekends & work exceeding 8 hours per day)	PER HOUR	\$277.00
MOBILIZATION	PER HOUR	\$157.00
BACKFILL MATERIAL (Delivered to site if hydro vac)	CU YARD	Per Vendor Reimbursement Policy
BACKFILL LABOR (includes pneumatic tamping in 6-in lifts)	PER HOUR / PER MAN	\$89.00
CHASE TRUCK (required for safety and/or materials)	PER HOUR	\$21.00
TRAFFIC CONTROL (standard cones and warning signs)	PER DAY	\$104.00
*PER DIEM (required if work requires overnight accommodations)	PER NIGHT / PER MAN	Per Vendor Reimbursement Policy

*Per Diem rates may change depending on location and availability of accommodations. This is a general number to be used for estimate purposes.



See Also “**SPECIAL NOTES FOR HYDRO EXCAVATION SERVICES**”

SUE OTHER DIRECT COSTS:

Ground Penetrating Radar (Adder to Designating Crew Rate)	\$415.00 / Day
Specialty Equipment (Sonde, Radio Beacon, Duct Rodder)	\$37.00 / Day
Flashing Arrow Board, warning signs w/stands and traffic cones	\$40.00 / Day
Geophysical Locating Equipment	\$21.00 / Day
GPS Receiver	\$26.00 / Day
ATV or Utility Vehicle	\$78.00 / Day
Environmental Supplies (Paint, Flags, Lath, Stakes)	\$26.00 / Day
Coring Rig	\$366.00 / Day
Agency As-built Information (Reproduction) Fees	\$10.00 / Copy
Additional Vehicle (Required for safety or materials)	\$209.00 / Day
Mobilization/Demobilization Fee (Less than 200 miles)	\$600.00 each
Mobilization/Demobilization Fee (Greater than 200 less than 400 miles)	\$1130.00 each
Mobilization/Demobilization Fee (Greater than 400 miles)	\$3.13 per mile
Ground Target (Includes paint, panel material, etc)	\$25.00 each
Primary Control Monument materials/supplies	\$90.00 each
Metered Water for Hydro-Vac Services	Per Vendor Reimbursement
Policy	
Imported or Select Backfill Material	Per Vendor Reimbursement
Policy	
Flowable Fill Backfill Material	Per Vendor Reimbursement
Policy	
Hydro Vac Spoils Containment & Processing	Per Vendor Reimbursement
Policy	
Specialized Traffic Control	Per Vendor Reimbursement
Policy	
Excavation/Designating Permit Fees	Per Vendor Reimbursement
Policy	
Other SUE related Activities	Per Vendor Reimbursement
Policy	

Local Mobilization / Demobilization Fee Applies at the rate of once per project assignment. Minor / Standard Traffic Control is included (consists of warning signs and cones). Lane Closures requiring Flashing Arrow Board(s) is additional. Complex or Specialized Traffic Control is additional.

It is the clients responsibility to provide a dump site or a vacuum box/containment vessel for removal of Hydro Vac spoils if no dump site is provided by Client.

Paved areas may require coring to perform vacuum excavation services. In such cases SAM will provide a Core Rig and Operator. Core rig rate includes materials & equipment to replace and set core (keyhole) following vacuum excavation completion.



SPECIAL NOTES FOR HYDRO EXCAVATION SERVICES:

Hydro Vac Services will require metered water recharge fees and authorized spoils disposal locations. All excavated material remains the exclusive property of the client or project owner upon whose land, easement or ROW wherein the excavations are performed. The project owner understands and acknowledges that Hydro Excavation indicates and includes the use of water to aid in the vacuum excavation process and that the resulting excavated materials may be oversaturated with water as a result of the hydro vac process.

If the project requires backfilling with material other than the material excavated via the hydro vac process, such as flowable fill or select backfill, the project owner will be required to provide a spoils box, vacuum box, or stockpiling location within or reasonably close to the project site for the purpose of holding the hydro vac excavated materials. SAM can provide a vacuum box/containment vessel from a third party environmental services company for removal of Hydro Vac spoils if no dump site is provided by Client. SAM will request a fee proposal from environmental services company and the cost of vac box and spoils disposal will be passed through to client Per Vendor Reimbursement Policy based on the fee proposal provided by the environmental services company.

The project owner is required to disclose any known or suspected information regarding the project site and its underlying soil conditions such as; chemical, petrochemical, hydrocarbon, asbestos, naturally occurring radioactive materials (NORM) or any other known or suspected contamination within the project site.

When performing hydro excavation in known, suspected or encountered contamination areas, SAM staff shall don additional Personal Protective Equipment (PPE). All costs associated with the use of additional PPE dictated by the site conditions and deemed reasonable and prudent, including wash-down, decontamination or disposal of said PPE, shall be charged to the client/project owner as a direct pass through cost. Examples of additional PPE may include but not be limited to; dust masks, respirators, face shields, protective coveralls, protective gloves and rubber boots.

Pothole or Test Hole Option:

Potholes are strictly the excavation and exposure of the subject facility with a measurement of depth and notation of facility size, type and composition painted on the ground and/or provided in a non-certified report. This report will be provided by Vac Crew onsite upon completion of potholes and typically is handwritten.

Test holes provide the same level of information as pot holes, and are surveyed for a precision x,y & z coordinate and are provided in a test hole report, signed and sealed by an Engineer. Test Holes require survey and Engineer review. Vac Crew, Survey and Engineer fees will be in accordance with the above rates.

UNDERSTANDING OF SUE SERVICES:

1. Normal traffic control, for Quality Service Levels A and B, is considered standard placement of traffic cones, freestanding warning signage and vehicle-mounted traffic directional sign. Traffic control requiring lane closures, traffic detouring, flagpersons, police, etc, is considered special



traffic control. If special traffic control is to be provided by SAM, LLC, this service will be subcontracted to an approved subcontractor and billed to the Client Per Vendor Reimbursement Policy.

2. The subsurface utility engineering service assumes that all project survey control required for performing this service is pre-existing. Establishing project survey control will be provided at a cost pre-approved by the Client.
3. It is assumed that no contaminated materials are encountered. If contaminated materials or soils is encountered the client will be notified immediately and any remediation will be the clients responsibility and at the clients cost.
4. Right of Entry will be provided by the client and all locations must be able to be accessible to the vac truck prior to work beginning. If access issues are encountered, SAM, LLC will notify the client immediately to determine alternatives for accessing the required location and resolved in 24-hours. If unable to resolve access issues in 24-hours, Vac Crew may be demobilized and require a remobilization fee to return to the site once access is established.



Travel:

Cost of mileage on company-owned vehicles, excluding vacuum excavation vehicle, is computed at the current I.R.S. mileage allowance.

Purchased Services:

All purchased services are invoiced Per Vendor Reimbursement Policy. These include but are not limited to reproduction, computer time, long distance telephone, consultants, subcontract services, rented or leased equipment, expendable supplies, and project required special supplies.

Terms:

The Client shall promptly review invoice statements and notify SAM, Inc. of any objection thereto; absent such objection in writing within fifteen (15) days from the date of invoice, the invoice shall be deemed proper and acceptable. Invoices are submitted monthly for all services rendered and are payable upon receipt. Late payments will incur a late charge of one and one-half percent (1 1/2%) per month from the original date of invoice. SAM, Inc. reserves the right to stop work should invoices not be paid within the stated terms.

Taxes:

Boundary surveying services and fees are subject to State and Local sales tax. 8.25% sales tax, when applicable, will be collected.

CPI Adjustment

The Schedule of Rates adopted in this Contract will remain in force for the twelve (12) month period starting with the effective date of the Contract. Unless otherwise renegotiated, at the end of the first twelve (12) months of the contract, and at the end of each 12 month period thereafter (the "contract anniversary"), the hourly manpower rates and equipment rates charged by Surveying And Mapping, Inc. shall be adjusted by the change in the Consumer Price Index (CPI) for the immediately preceding twelve month period.

As used herein, Consumer Price Index shall mean and refer to that table in the Consumer Price Index published by the United States Department of Labor, Bureau of Labor Statistics, now known as the "Consumer Price Index" for all Urban Consumers (Index 1982-1984 = 100). If such Index referred to above shall be discontinued, then any successor Consumer Price Index of the United States Bureau of Labor Statistics, or successor agency thereto, shall be used, and if there is no successor Consumer Price Index, the parties hereto shall mutually designate a substitute Index or formula. In no event shall the next year service fees be less than the prior year.

EXHIBIT D - RATE SCHEDULE

Note: Revised rates and added categories indicated in red text.

RM 2243

SWCA	
CATEGORY	RATE
Subject Matter Expert	\$ 253.74
Specialist XII	\$ 247.70
Specialist XI	\$ 225.95
Specialist X	\$ 206.61
Specialist IX	\$ 184.87
Specialist VIII	\$ 171.57
Specialist VII	\$ 158.28
Specialist VI	\$ 143.78
Specialist V	\$ 131.70
Specialist IV	\$ 119.62
Specialist III	\$ 107.54
Specialist II	\$ 94.25
Specialist I	\$ 80.95
Administrative V	\$ 107.54

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BASE (1982-84) = 100	100
JULY 2019 PSA SIGNED	248.005
SEPTEMBER 2023 (LATEST DATA)	299.657
DELTA	20.83%

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EXHIBIT D - RATE SCHEDULE

RM 2243

WSB & Associates, Inc.	
CATEGORY	RATE
Principal	\$210.00
Sr. Project Manager	\$200.00
Sr Project Engineer	\$195.00
Sr. Traffic Engineer	\$180.00
Project Engineer I	\$145.00
Project Engineer II	\$153.00
Project Engineer III	\$161.00
Project Engineer IV	\$170.00
Graduate Engineer I	\$105.00
Graduate Engineer II	\$115.00
Graduate Engineer III	\$125.00
Engineering Specialist I	\$125.00
Engineering Specialist II	\$135.00
Engineering Specialist III	\$145.00
Engineering Specialist IV	\$155.00
Project Analyst I	\$104.00
Project Analyst II	\$112.00
Office Technician I	\$57.00
Office Technician II	\$62.00

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Commissioners Court - Regular Session

45.

Meeting Date: 02/13/2024

CR 255 and Reagan Segment C 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 purchase contract with Elvin and Donna Hall for 0.789 acres needed as right of way on the CR 255 project and 0.0607 acres and 0.3464 acres needed as right of way on the Ronald Reagan Segment C project. (Parcel 49 and 10) Funding Source: TANS P588

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

contract

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 02/08/2024

Reviewed By

Becky Pruitt

Date

02/08/2024 10:06 AM

Started On: 02/07/2024 04:29 PM

REAL ESTATE CONTRACT

CR 255 + Ronald Reagan Blvd. Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by and between **ELVIN R. HALL and DONNA K. HALL** (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 0.789 acre (34,360 square foot) tract of land, out of and situated in the Theophilus W. Medcalf Survey, Abstract No. 412, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A-1", attached hereto and incorporated herein (**Parcel 49**); and

All of that certain 0.0607 acre (2,646 square foot) tract of land, out of and situated in the Theophilus W. Medcalf Survey, Abstract No. 412, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A-2", attached hereto and incorporated herein (**Parcel 10P1**); and

All of that certain 0.3464 acre (15,091 square foot) tract of land, out of and situated in the Theophilus W. Medcalf Survey, Abstract No. 412, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A-3", attached hereto and incorporated herein (**Parcel 10P2**);

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 identified in Exhibits "A-1", "A-2" and "A-3" shall be the sum of ONE HUNDRED EIGHTY-TWO THOUSAND THREE HUNDRED FORTY and 00/100 Dollars (\$182,340.00).

2.02. Additional Compensation for any improvements on the Property, and any cost of cure or damage to the remaining property of Seller, shall be the sum of THIRTEEN THOUSAND SIX HUNDRED NINETY and 00/100 Dollars (\$13,690). ~~13,690~~ *17,890 E.H. DH*

Payment of Purchase Price and Additional Compensation

2.03. The Purchase Price and Additional Compensation shall be payable in cash or other readily available funds at the Closing.

**ARTICLE III
PURCHASER'S OBLIGATIONS**

Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the Closing).

Miscellaneous Conditions

3.02. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the Closing.

**ARTICLE IV
REPRESENTATIONS AND WARRANTIES
OF SELLER**

4.01. Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's knowledge:

(a) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than previously disclosed to Purchaser.

(b) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof.

4.02. The Property is being conveyed to Purchaser under threat of condemnation.

ARTICLE V CLOSING

Closing Date

5.01. The Closing shall be held at the office of Longhorn Title Company on or before March 15, 2024, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged Deed conveying good and indefeasible title to Williamson County, Texas in fee simple to the right of way Property described in Exhibits "A-1", "A-2" and "A-3", conveying such interest in and to the portion of the Property free and clear of any and all monetary liens and restrictions, except for the following:

- (a) General real estate taxes for the year of closing and subsequent years not yet due and payable.
- (b) Any exceptions approved by Purchaser pursuant to Article III hereof; and
- (c) Any exceptions approved by Purchaser in writing.

(2) The Deed shall be in the form as shown in Exhibit "B" attached hereto and incorporated herein.

(3) Provide reasonable assistance as requested, at no cost to Seller, to cause the Title Company to deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, in Grantee's favor in the full amount of the Purchase Price, insuring Purchaser's contracted interests in and to the permanent interests being conveyed in the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

- (a) The boundary and survey exceptions shall be deleted.

- (b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and
 - (c) The exception as to the lien for taxes shall be limited to the year of closing and shall be endorsed "Not Yet Due and Payable".
- (4) Deliver to Purchaser possession of the Property if not previously done.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

- (a) Pay the cash portion of the Purchase Price and Additional Compensation, if any.

Prorations

5.04. General real estate taxes for the then current year relating to the portion of the Property conveyed in fee simple shall be prorated as of the Closing Date and shall be adjusted in cash at the Closing but shall otherwise remain the obligation of Seller to satisfy. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation. Agricultural roll-back taxes, if any, which directly result from this Contract and conveyance shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

- (1) Owner's Title Policy and survey to be paid by Purchaser.
- (2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.
- (3) All other closing costs shall be paid by Purchaser.
- (4) Attorney's fees paid by each respectively.

**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 and Additional Compensation to the Title Company, Purchaser, its agents and contractors shall be permitted at any time to enter and possess the Property after March 15, 2024, for the purpose of completing any and all necessary testing, utility relocation and construction activities associated with the proposed CR 255 and/or Ronald Reagan Boulevard 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.

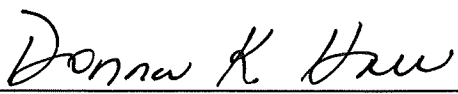
SELLER:



Elvin R. Hall

Address: 26225 Ronald Reagan Blvd
Georgetown, TX 78633

Date: 2-7-24



Donna K. Hall

Date: 2-7-24

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr.
County Judge

Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

Date: _____



P. O. Box 324
Cedar Park, Texas 78630-0324
(512) 259-3361
T.B.P.L.S. Firm No. 10103800

**0.789 ACRE RIGHT-OF-WAY PARCEL NO. 53
ELVIN R. HALL AND DONNA K. HALL
PORTION OF
WILLIAMSON COUNTY, TEXAS**

A DESCRIPTION OF 0.789 ACRES (APPROXIMATELY 34,360 SQ. FT.) IN THE THEOPHILUS W. MEDCALF SURVEY, ABSTRACT NO. 412, WILLIAMSON COUNTY, TEXAS; BEING A PORTION THAT CERTAIN CALLED 42.807 ACRE TRACT OF LAND CONVEYED TO ELVIN R. HALL AND DONNA K. HALL, IN THAT CERTAIN DEED DATED MAY 17, 1994, AND RECORDED IN VOLUME 2530, PAGE 362 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 0.789 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at the Southwest corner of the herein described tract, the Southwest corner of said Hall tract, the Southeast corner of that certain called 10.9994 acre tract of land as described in the deed to Marcelo Vera, filed of record in Document No.: 2019098332, Official Public Records, Williamson County, Texas, an iron rod with pink plastic cap "Unreadable" found in the North Right of Way line of Ronald Reagan Boulevard, filed of record in Document No.: 2006031889, Official Public Records, Williamson County, Texas;

THENCE North 21°47'57" West with the East line of said Vera tract and the West line of said Hall tract a distance of 561.25 feet to a nail and spinner found at the Northeast corner of said Vera tract, the Southeast corner of that certain called 12.07 acre tract of land as described in the deed to Larry Dean Kemp filed of record in Document Number 2018055760 and 2005092530, Official Public Records Williamson County, Texas;

THENCE North 21°19'21" West with the East line of said Kemp tract and the West line of said Hall tract a distance of 83.36 feet to the North 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 East line of said Kemp tract and the west line of said Hall tract;

THENCE South 36°47'31" East across said Hall tract a distance of 130.65 feet to a 5/8 inch iron rod with 1-1/2 inch aluminum cap marked "Williamson County" set at an angle point to the right in this tract;

EXHIBIT "A" -1

THENCE South 27°42'06" East across said Hall tract a distance of 438.86 feet to a 5/8 inch iron rod with 1-1/2 inch aluminum cap marked "Williamson County" set at an angle point to the left in this tract;

THENCE South 74°21'42" East across said Hall tract a distance of 71.05 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 North right of way line of said Ronald Reagan Boulevard;

THENCE in a southwesterly direction with the curved South line of said Hall tract and the north right of way line of said Ronald Reagan Boulevard an arc distance of 141.43 feet (being concave to the South, having a radius of 8,560.0 feet, a chord distance of 141.43 feet, a chord bearing of South 52°19'48" West, having a delta angle of 00°56'48") to the POINT OF BEGINNING, containing 0.789 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 53.

I hereby certify that the hereon map and description was performed under my direct supervision:


Charles G. Walker Date: October 17, 2023
Registered Professional Land Surveyor
State of Texas No. 5283
Walker Texas Surveyors, Inc.
T.B.P.L.S. FIRM NO. 10103800



SKETCH TO ACCOMPANY A DESCRIPTION OF 0.789 ACRES (APPROXIMATELY 34,360 SQ. FT.) IN THE THEOPHILUS W. MEDCALF SURVEY, ABSTRACT NO. 412 WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN TRACT OF LAND CONVEYED TO ELVIN R. HALL AND DONNA K. HALL IN A SPECIAL WARRANTY DEED DATED MAY 17, 1004 AND RECORDED IN VOLUME 2530, PAGE 362, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

Surveyor's Notes:

Only those easements and that information listed in Title Commitment File No. GT2301641 issued by Texan Title Insurance Company on March 28, 2023, 8:00am, with an effective date of March 17, 2023, 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.

10b. Flowage easement dated November 14, 1974, by Sanford T. Ragsdale to United States of America, recorded in Volume 599, Page 290, Deed Records, Williamson County, Texas. (Does NOT effect)

10c. Access and Utility Easement as set out in Deed dated February 2, 1994, from Doris V. Ragsdale to Charlotte West and recorded in Volume 2491, Page 848, Official Records, Williamson County, Texas. (Does NOT effect).

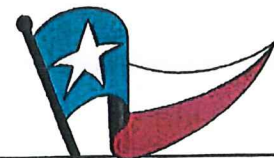
10d. Drainage Easement dated April 20, 2006, to Williamson County, Texas, recorded under Document No. 2006031890, Official Records, Williamson County, Texas. (Does NOT effect).

LEGEND

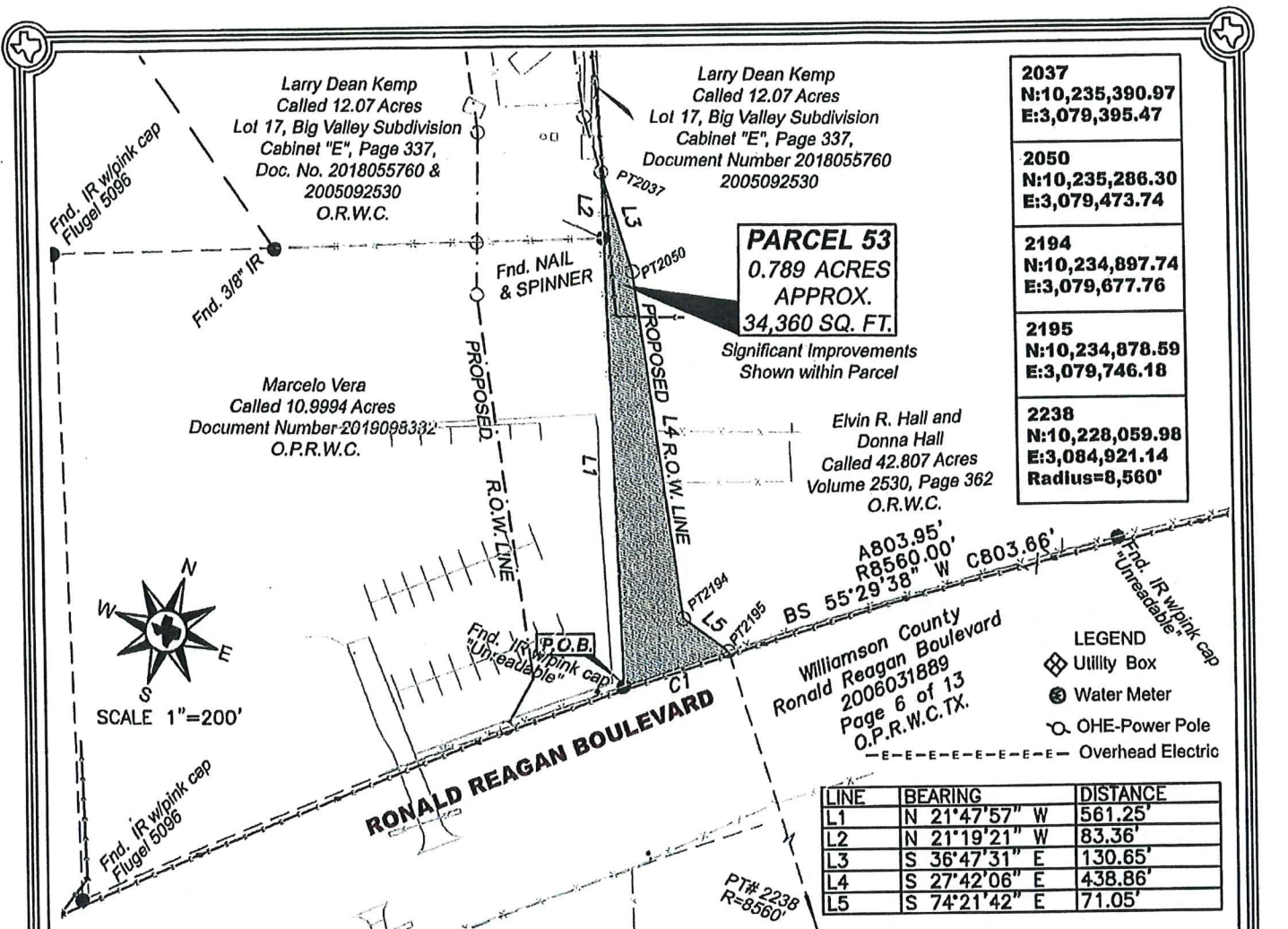
- 5/8" IRON ROD SET WITH 1-1/2" ALUMINUM CAP MARKED "WILLIAMSON COUNTY"
- 1/2" IRON ROD FOUND (UNLESS NOTED OTHERWISE)
- M-H-S 1/2" IRON ROD FOUND WITH CAP MARKED "MATKIN-HOOVER-SURVEY&ENG"
- P.R.W.C.T. PLAT RECORDS WILLIAMSON CO., TX.
- O.P.R.W.C.T. OFFICIAL PUBLIC RECORDS WILLIAMSON CO., TX.
- O.R.W.C.T. OFFICIAL RECORDS WILLIAMSON CO., TX.
- () RECORD INFORMATION



**WILLIAMSON
COUNTY**
1848



WALKER
TEXAS SURVEYORS



2037	N:10,235,390.97	E:3,079,395.47
2050	N:10,235,286.30	E:3,079,473.74
2194	N:10,234,897.74	E:3,079,677.76
2195	N:10,234,878.59	E:3,079,746.18
2238	N:10,228,059.98	E:3,084,921.14
	Radius=8,560'	

PARCEL 53
0.789 ACRES
APPROX.
34,360 SQ. FT.

Significant Improvements
 Shown within Parcel



- LEGEND**
- Utility Box
 - Water Meter
 - OHE-Power Pole
 - Overhead Electric

LINE	BEARING	DISTANCE
L1	N 21°47'57" W	561.25'
L2	N 21°19'21" W	83.36'
L3	S 36°47'31" E	130.65'
L4	S 27°42'06" E	438.86'
L5	S 74°21'42" E	71.05'

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	8560.00'	141.43'	141.43'	S 52°19'48" W	0°56'48"

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)

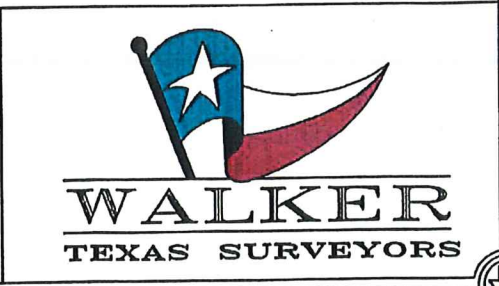
INVERSE SCALE FACTOR = 1.000115040
 (FOR GRID TO SURFACE CONVERSION)

THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS STANDARDS AND SPECIFICATIONS FOR A CATEGORY 1B, CONDITION II SURVEY.



[Signature]
 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 17, 2023
 DRAWING NO.: 0750504-02-PARCEL 53
 PROJECT NO.: 0750504
 DRAWN BY: MLH
 PAGE 4 OF 4



County: Williamson
Parcel: 10 Part 1 – Elvin R. & Donna K. Hall
Highway: Ronald Reagan Boulevard

EXHIBIT **A-2**
 PROPERTY DESCRIPTION

DESCRIPTION OF A 0.0607 OF ONE ACRE (2,646 SQUARE FEET) PARCEL OF LAND SITUATED IN THE THEOPHILUS W. MEDCALF SURVEY, ABSTRACT NO. 412, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF A CALLED 42.807 ACRE TRACT OF LAND DESCRIBED IN A SPECIAL WARRANTY DEED TO ELVIN R. & DONNA K. HALL, RECORDED IN VOLUME 2530, PAGE 362 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS (O.R.W.C.T.), SAID 0.0607 OF ONE ACRE (2,646 SQUARE FEET) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch rebar with aluminum cap stamped "WILLIAMSON COUNTY" set, 203.95 feet Left of Ronald Reagan Baseline Station 748+68.10 in South line of the remainder of said 42.807 acre tract and the common existing North Right-of-Way (ROW) line of Ronald Reagan Boulevard (Variable Width ROW), (Grid Coordinates: N=10,235,587.67, E=3,080,709.12), from which a 1/2-inch rebar found in the South line of the remainder of said 42.807 acre tract and the common existing North right-of-way line of said Ronald Reagan Boulevard, bears North 21°32'04" West a distance of 17.91 feet;

THENCE with the South line of the remainder of said 42.807 acre tract and the common existing North right-of-way line of said Ronald Reagan Boulevard, the following four (4) courses and distances:

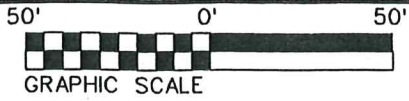
- 1) **South 21°32'04" East** a distance of **61.00** feet to a 1/2-inch rebar with illegible cap found, 144.54 feet Left of Ronald Reagan Baseline Station 748+54.25;
- 2) **South 58°02'11" West** a distance of **8.75** feet to a 5/8-inch rebar with illegible cap found, 144.95 feet Left of Ronald Reagan Baseline Station 748+45.52;
- 3) **North 31°18'30" West** a distance of **20.11** feet to a 1/2-inch rebar with cap stamped "PBS&J" found, 165.03 feet Left of Ronald Reagan Baseline Station 748+46.69; and
- 4) **South 58°35'54" West** a distance of **46.29** feet to a 1/2-inch rebar with aluminum cap stamped "WILLIAMSON COUNTY" set in the proposed North Right-of-Way (ROW) line of Ronald Reagan Boulevard (Variable Width ROW), 167.66 feet Left of Ronald Reagan Baseline Station 748+00.47;

THENCE over and across the remainder of said 42.807 acre tract and with the common proposed North right-of-way line of said Ronald Reagan Boulevard, the following three (3) courses and distances:

- 5) **North 31°23'58" West** a distance of **30.14** feet to a 1/2-inch rebar with aluminum cap stamped "WILLIAMSON COUNTY" set, 197.74 feet Left of Ronald Reagan Baseline Station 748+02.21;



PLAT TO ACCOMPANY PARCEL DESCRIPTION



THEOPHILUS W. MEDCALF SURVEY
ABSTRACT No. 412

ATXC RONALD REAGAN LLC
(47.21 ACRES)
DOC. NO. 2023040825
O.P.R.W.C.T.

ELVIN R & DONNA K HALL
REMAINDER:
(42.807 ACRES)
VOL. 2530, PG. 362
O.R.W.C.T.

P.O.B
GRID COORDINATES
N 10,235,587.67
E 3,080,709.12
Sta 748+68.10
OFF 203.95' LT

PROPOSED R.O.W. LINE

STA 748+12.78
OFF 207.15' LT

STA 748+02.21
OFF 197.74' LT

STA 748+00.47
OFF 167.66' LT

STA 748+46.69
OFF 165.03' LT

STA 748+45.52
OFF 144.95' LT

STA 748+54.25
OFF 144.54' LT

WILLIAMSON COUNTY, TEXAS
(0.366 OF ONE ACRE)
DOC. NO. 2006022419
O.P.R.W.C.T.

WILLIAMSON COUNTY, TEXAS
(2.499 ACRES)
DOC. NO. 2006022419
O.P.R.W.C.T.

RONALD REAGAN BLVD
(R.O.W. VARIES)

RONALD REAGAN
BASELINE

WILLIAMSON COUNTY, TEXAS
(5.589 ACRES)
DOC. NO. 2006031889
O.P.R.W.C.T.

LINE DATA

LINE	BEARING	LENGTH
L1	N21° 32' 04"W	17.91'
L2	S21° 32' 04"E	61.00'
L3	S58° 02' 11"W	8.75'
L4	N31° 18' 30"W	20.11'
L5	S58° 35' 54"W	46.29'
L6	N31° 23' 58"W	30.14'
L7	N13° 39' 04"E	14.14'
L8	N58° 39' 04"E	55.45'

748+00

750+00

LSI LANDESIGN SERVICES, INC. 
10090 W HIGHWAY 29 LIBERTY HILL, TX 78642
TBP&LS FIRM NO. 10001800
512-238-7901

PARCEL PLAT SHOWING PROPERTY OF

ELVIN R & DONNA K HALL

01/25/2024

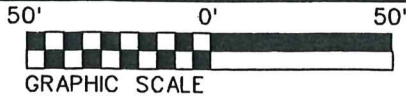
PARCEL 10
PART 1
0.0607 ACRES
2,646 Sq. Ft.

SCALE
1" = 50'

PROJECT
RONALD REAGAN

COUNTY
WILLIAMSON

SHEET 3 OF 4



PLAT TO ACCOMPANY PARCEL DESCRIPTION

LEGEND

- 1/2-INCH REBAR FOUND (UNLESS OTHERWISE NOTED)
- ⊙ 1/2-INCH REBAR WITH ALUMINUM CAP STAMPED "WILLIAMSON COUNTY" SET (UNLESS OTHERWISE NOTED)
- ⊙ 1/2-INCH REBAR FOUND WITH CAP STAMPED "PBS&J" (UNLESS OTHERWISE NOTED)
- O.P.R.W.C.T OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
- O.R.W.C.T OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
- P.O.B. POINT OF BEGINNING
- R.O.W. RIGHT OF WAY
- () RECORD INFORMATION
- P— PROPERTY LINE

NOTES:

1. BEARINGS SHOWN HEREON ARE ORIENTED TO GRID NORTH. COORDINATES SHOWN HEREON ARE BASED ON THE TEXAS COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983 (NAD83 2011 ADJUSTMENT), CENTRAL ZONE [FEDERAL INFORMATION PROCESSING STANDARD (FIPS) 4203].
2. DISTANCES AND AREAS SHOWN HEREON ARE PROJECT SURFACE VALUES EXPRESSED IN U.S. SURVEY FEET. THE PROJECT GRID-TO-SURFACE COMBINED SURFACE ADJUSTMENT FACTOR IS 1.00012.
3. A METES AND BOUNDS DESCRIPTION OF EVEN DATE ACCOMPANIES THIS PARCEL PLAT.
4. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE ABSTRACT. THERE MAY BE OTHER INSTRUMENTS OF RECORD THAT AFFECT THIS TRACT NOT DEPICTED HEREON.

STATE OF TEXAS;
WILLIAMSON COUNTY:

THIS SURVEY PLAT WAS PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION.

Frank W Funk 01/25/2024
FRANK W. FUNK DATE
RPLS 6803



<p>10090 W HIGHWAY 29 LIBERTY HILL, TX 78642 TBPELS FIRM NO. 10001800 512-238-7901</p>	PARCEL PLAT SHOWING PROPERTY OF ELVIN R & DONNA K HALL		01/25/2024 PARCEL 10 PART 1 0.0607 ACRES 2,646 Sq. Ft. SHEET 4 OF 4
	SCALE 1" = 50'	PROJECT RONALD REAGAN	

County: Williamson
Parcel: 10 Part 2 – Elvin R. & Donna K. Hall
Highway: Ronald Reagan Boulevard

EXHIBIT **A-3**
 PROPERTY DESCRIPTION

DESCRIPTION OF A 0.3464 OF ONE ACRE (15,091 SQUARE FEET) PARCEL OF LAND SITUATED IN THE THEOPHILUS W. MEDCALF SURVEY, ABSTRACT NO. 412, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF A CALLED 42.807 ACRE TRACT OF LAND DESCRIBED IN A SPECIAL WARRANTY DEED TO ELVIN R. & DONNA K. HALL, RECORDED IN VOLUME 2530, PAGE 362 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS (O.R.W.C.T.), SAID 0.3464 OF ONE ACRE (15,091 SQUARE FEET) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch rebar with aluminum cap stamped "WILLIAMSON COUNTY" set, 183.59 feet Left of Ronald Reagan Baseline Station 752+20.12 in the Southerly common line of the remainder of said 42.807 acre tract and of a called 47.21 acre tract of land described in a Special Warranty Deed to ATXC Ronald Reagan, LLC recorded in Document No. 2023040825 of said O.P.R.W.C.T., also being in the proposed North Right-of-Way (ROW) line of Ronald Reagan Boulevard, (Grid Coordinates: N=10,235,771.09, E=3,081,010.21), from which a 1/2-inch rebar with cap stamped "QUICK INC RPLS 6447" found for a re-entrant corner of the remainder of said 42.807 acre tract and the common Southwest corner of said 47.21 acre tract, bears South 69°41'47" West a distance of 333.82 feet;

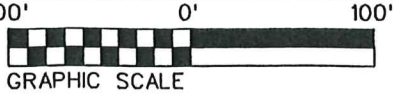
- 1) **THENCE** with the Southerly common line of the remainder of said 42.807 acre tract and of said 47.21 acre tract, also being with the proposed North right-of-way line of said Ronald Reagan Boulevard, **North 69°41'47" East** a distance of **135.41** feet to a 1/2-inch rebar with aluminum cap stamped "WILLIAMSON COUNTY" set, 150.02 feet Left of Ronald Reagan Baseline Station 753+51.30;
- 2) **THENCE** with the Southerly common line of the remainder of said 42.807 acre tract and of said 47.21 acre tract, **North 69°41'47" East** a distance of **151.68** feet to a Calculated Point, for an East corner of the remainder of said 42.807 acre tract and in the existing North ROW line of Ronald Reagan Boulevard (Variable Width ROW), 112.41 feet Left of Ronald Reagan Baseline Station 754+98.24, from which a 1/2-inch rebar with cap stamped "PBS&J" found in the existing North right-of-way line of said Ronald Reagan Boulevard and the common South line of said 47.21 acre tract, bears North 69°41'47" East a distance of 26.25 feet;

THENCE with the South line of the remainder of said 42.807 acre tract and the common existing North ROW line of said Ronald Reagan Boulevard, the following four (4) courses and distances:

- 3) **South 58°39'00" West** a distance of **90.92** feet to a Calculated Point, 117.66 feet Left of Ronald Reagan Baseline Station 754+07.48;
- 4) **South 31°21'00" East** a distance of **5.00** feet to a 1/2-inch rebar found, 112.67 feet Left of Ronald Reagan Baseline Station 754+07.19;



PLAT TO ACCOMPANY PARCEL DESCRIPTION



THEOPHILUS W. MEDCALF SURVEY
ABSTRACT No. 412

ATXC RONALD REAGAN, LLC
(47.21 ACRES)
DOC. NO. 2023040825
O.P.R.W.C.T.

ELVIN R. & DONNA K. HALL
REMAINDER (42.807 ACRES)
VOL. 2530, PG. 362
O.R.W.C.T.

P.O.B
GRID COORDINATES
N 10,235,771.09
E 3,081,010.21
Sta 752+20.12
OFF 183.59' LT

STA 753+51.30
OFF 150.02' LT

PROPOSED
R.O.W. LINE
135.41'
N69°41'47"E

PROPOSED R.O.W. LINE
EXISTING R.O.W. LINE

STA 754+98.24
OFF 112.41' LT

SEE DETAIL "A"
SHEET 4

10 PART 2

S69°41'47"W 333.82'

STA 752+64.21
OFF 120.79' LT

WILLIAMSON COUNTY, TEXAS
(1.745 ACRES)
DOC. NO. 2006031885
O.P.R.W.C.T.

WILLIAMSON COUNTY
(0.366 OF ONE ACRE)
DOC. NO. 2006022419
O.P.R.W.C.T.

RONALD REAGAN BLVD
(R.O.W. VARIES)

RONALD REAGAN
BASELINE

WILLIAMSON COUNTY
(2.499 ACRES)
DOC. NO. 2006022419
O.P.R.W.C.T.

EXISTING R.O.W. LINE

LINE DATA		
LINE	BEARING	LENGTH
L1	N69° 41' 47"E	26.25'
L2	S58° 39' 00"W	90.92'
L3	S31° 21' 00"E	5.00'
L4	S58° 35' 36"W	143.21'
L5	S69° 43' 57"W	312.94'
L6	S69° 43' 57"W	91.80'
L7	N58° 39' 04"E	259.46'

LSI LANDESIGN SERVICES, INC.

10090 W HIGHWAY 29 LIBERTY HILL, TX 78642
TBPELS FIRM NO. 10001800
512-238-7901

PARCEL PLAT SHOWING PROPERTY OF
ELVIN R. & DONNA K. HALL

01/25/2024

PARCEL 10
PART 2
0.3464 ACRES
15,091 Sq. Ft.

SCALE
1" = 100'

PROJECT
RONALD REAGAN

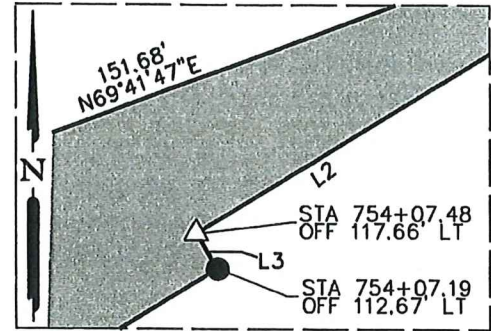
COUNTY
WILLIAMSON

SHEET 3 OF 4

PLAT TO ACCOMPANY PARCEL DESCRIPTION

LEGEND

- △ CALCULATED POINT
- 1/2-INCH REBAR FOUND (UNLESS OTHERWISE NOTED)
- ⊙ 1/2-INCH REBAR WITH ALUMINUM CAP STAMPED "WILLIAMSON COUNTY" SET (UNLESS OTHERWISE NOTED)
- ⊙ 1/2-INCH REBAR FOUND WITH CAP STAMPED "PBS&J" (UNLESS OTHERWISE NOTED)
- O.P.R.W.C.T OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
- O.R.W.C.T OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
- P.O.B. POINT OF BEGINNING
- R.O.W. RIGHT OF WAY
- () RECORD INFORMATION
- P— PROPERTY LINE



DETAIL "A"
NOT TO SCALE

NOTES:

1. BEARINGS SHOWN HEREON ARE ORIENTED TO GRID NORTH. COORDINATES SHOWN HEREON ARE BASED ON THE TEXAS COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983 (NAD83 2011 ADJUSTMENT), CENTRAL ZONE [FEDERAL INFORMATION PROCESSING STANDARD (FIPS) 4203].
2. DISTANCES AND AREAS SHOWN HEREON ARE PROJECT SURFACE VALUES EXPRESSED IN U.S. SURVEY FEET. THE PROJECT GRID-TO-SURFACE COMBINED SURFACE ADJUSTMENT FACTOR IS 1.00012.
3. A METES AND BOUNDS DESCRIPTION OF EVEN DATE ACCOMPANIES THIS PARCEL PLAT.
4. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE ABSTRACT. THERE MAY BE OTHER INSTRUMENTS OF RECORD THAT AFFECT THIS TRACT NOT DEPICTED HEREON.

STATE OF TEXAS:
WILLIAMSON COUNTY:

THIS SURVEY PLAT WAS PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION.

Frank W. Funk 01/25/2024
FRANK W. FUNK DATE
RPLS 6803



LSI LANDESIGN SERVICES, INC.
10090 W HIGHWAY 29 LIBERTY HILL, TX 78642
TBPELS FIRM NO. 10001800
512-238-7901

PARCEL PLAT SHOWING PROPERTY OF
ELVIN R. & DONNA K. HALL

01/25/2024
PARCEL 10
PART 2
0.3464 ACRES
15,091 Sq. Ft.

SCALE
1" = 100'

PROJECT
RONALD REAGAN

COUNTY
WILLIAMSON

SHEET 4 OF 4

EXHIBIT "B"

Parcel 49 + 10P1-2

DEED

County Road 255 + Ronald Reagan Blvd. 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 **ELVIN R. HALL and DONNA K. HALL** 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 0.789 acre (34,360 square foot) tract of land, out of and situated in the Theophilus W. Medcalf Survey, Abstract No. 412, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A-1", attached hereto and incorporated herein (**Parcel 49**); and

All of that certain 0.0607 acre (2,646 square foot) tract of land, out of and situated in the Theophilus W. Medcalf Survey, Abstract No. 412, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A-2", attached hereto and incorporated herein (**Parcel 10P1**); and

All of that certain 0.3464 acre (15,091 square foot) tract of land, out of and situated in the Theophilus W. Medcalf Survey, Abstract No. 412, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A-3", attached hereto and incorporated herein (**Parcel 10P2**)

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the Property, to wit: NONE

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record;

Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show;

Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County, Texas or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of Grantee's roadway facilities and all related appurtenances.

TO HAVE AND TO HOLD the property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Williamson County, Texas and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Williamson County, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This deed is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 2024.

[signature page follows]

GRANTOR:

Donna K. Hall

ACKNOWLEDGMENT

STATE OF TEXAS

§

COUNTY OF _____

§

§

This instrument was acknowledged before me on _____, 2024 by
Donna K. Hall, 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

46.

Meeting Date: 02/13/2024

CR 279 @ Bagdad Rd. purchase contract

Submitted For: Charlie Crossfield

Submitted By: Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a purchase contract with Julie Li for 1.157 acres needed as right of way on the Bagdad Road @ CR 279 project. (Parcel 24) Funding Source: Road Bonds P343

Background

Fiscal Impact

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

Attachments

contract

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 02/08/2024

Reviewed By

Becky Pruitt

Date

02/08/2024 10:07 AM

Started On: 02/07/2024 04:34 PM

REAL ESTATE CONTRACT
CR 279 @ Bagdad Rd. Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by and between **JULIE LI** (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 1.157-acre (50,397 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 24**);

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 **TWO HUNDRED THIRTY-TWO THOUSAND THREE HUNDRED THIRTY-THREE and 00/100 Dollars (\$232,333.00)**.

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 March 1, 2024, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged Deed conveying good and indefeasible title to Williamson County, Texas in fee simple to the right of way Property described in Exhibit A, conveying such interest in and to the portion of the Property free and clear of any and all monetary liens and restrictions, except for the following:

- (a) General real estate taxes for the year of closing and subsequent years not yet due and payable.
- (b) Any exceptions approved by Purchaser pursuant to Article III hereof; and
- (c) Any exceptions approved by Purchaser in writing.

(2) The Deed shall be in the form as shown in Exhibit "B" attached hereto and incorporated herein.

(3) Provide reasonable assistance as requested, at no cost to Seller, to cause the Title Company to deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, in Grantee's favor in the full amount of the Purchase Price, insuring Purchaser's contracted interests in and to the permanent interests being conveyed in the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

- (a) The boundary and survey exceptions shall be deleted.
- (b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and
- (c) The exception as to the lien for taxes shall be limited to the year of closing and shall be endorsed "Not Yet Due and Payable".

(4) Deliver to Purchaser possession of the Property if not previously done.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

- (a) Pay the cash portion of the Purchase Price.

Prorations

5.04. General real estate taxes for the then current year relating to the portion of the Property conveyed in fee shall be prorated as of the Closing Date and shall be adjusted in cash at the Closing, but shall otherwise remain the obligation of Seller to satisfy. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation. Agricultural roll-back taxes, if any, which directly result from this Contract and conveyance shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

- (1) Owner's Title Policy and survey to be paid by Purchaser.
- (2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.
- (3) All other closing costs shall be paid by Purchaser.
- (4) Attorney's fees paid by each respectively.

ARTICLE VI BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

ARTICLE VII BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made, then Seller shall receive the amount of \$500 as liquidated damages for any failure by Purchaser.

**ARTICLE VIII
MISCELLANEOUS**

Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Contract.

Legal Construction

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

Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09 In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10 This Contract shall be effective as of the date it is approved by the Williamson County Commissioners' court, which date is indicated beneath the County Judge's signature below.

Counterparts

8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

Contingent Possession and Use Agreement

8.12. Upon completion of (1) the full execution of this Contract by all parties, and (2) acknowledgment by the Title Company of delivery by Purchaser of the full Purchase Price to the Title Company, Purchaser, its agents and contractors shall be permitted at any time after March 1, 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 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:

JULIE LI

By: Julie Li

Address: 3306 Great Valley Drive

Name: Julie Li

Cedar Park, TX 78613

Date: 02/06/2024

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 1.157 ACRE (50,397 SQUARE FOOT) PARCEL OF LAND SITUATED IN THE JOSEPH LEE SURVEY, ABSTRACT NO. 393 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF THAT CALLED 19.32 ACRE TRACT OF LAND DESCRIBED IN A GENERAL WARRANTY DEED TO JULIE LI RECORDED IN DOCUMENT NO. 2016119754 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 1.157 ACRE (50,397 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 84.38 feet right of Bagdad Road Baseline Station 241+46.16 in the proposed easterly Right-of-Way (ROW) line of Bagdad Road (variable width ROW) (Grid Coordinates determined as N=10,203,312.05 E=3,060,048.89), being in the southerly boundary line of the remainder of that called 20.2 acre tract of land described in a General Warranty Deed to Roger Doyle Bonnet & Patricia Lynn Bonnet, Trustees of the Roger D. and Patricia L. Bonnet Trust recorded in Document No. 2020122052 of the Official Public Records of Williamson County, Texas, same being the northerly boundary line of the remainder of said 19.32 acre tract, for the northeasterly corner and **POINT OF BEGINNING** of the herein described parcel;

THENCE, departing said remainder of the 20.2 acre tract, with said proposed easterly ROW line, through the interior of said remainder of the 19.32 acre tract, the following four (4) courses:

- 1) **S 09°55'59" E** for a distance of **314.33** feet to an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 83.83 feet right of Bagdad Road Baseline Station 238+30.15, for angle point;
- 2) **S 10°08'51" E** for a distance of **215.55** feet to an iron rod with plastic cap stamped "WILLIAMSON COUNTY" set 83.58 feet right of Bagdad Road Baseline Station 236+14.60, for angle point;
- 3) **S 09°20'36" E** for a distance of **176.71** feet to an iron rod with plastic cap stamped "WILLIAMSON COUNTY" set 80.90 feet right of Bagdad Road Baseline Station 234+37.91, for angle point;
- 4) **S 13°09'30" E** for a distance of **299.56** feet to an iron rod with plastic cap stamped "WILLIAMSON COUNTY" set 96.30 feet right of Bagdad Road Baseline Station 231+38.75, being in the northerly boundary line of that called 10.23 acre tract of land described in a Warranty Deed to Boyd F. Henry recorded in Volume 1642, Page 775 of the Official Records of Williamson County, Texas, same being the southerly boundary line of the remainder of said 19.32 acre tract;
- 5) **THENCE**, departing said proposed ROW line, with the common boundary line of said remainder of the 19.32 acre tract and said 10.23 acre tract, **S 69°18'39" W**, for a distance of **54.37** feet to an iron rod with plastic cap stamped "WILLIAMSON COUNTY" found, in the existing easterly ROW line of Bagdad Road County Road (C.R.) 279 (variable width ROW), being the southeasterly corner of that called 0.513 acre ROW tract described in deed to Williamson County, Texas recorded in Document No. 2017030525 of the Official Public Records of Williamson County, Texas, same being the southwesterly corner of said remainder of the 19.32 acre tract, for the southwesterly corner of the herein described parcel and from which a 1/2" iron rod found being the northwesterly corner of said 10.23 acre tract, same being an ell corner in said existing ROW line bears **S 69°18'39" W**, at a distance of 46.61 feet;

THENCE, departing said 10.23 acre tract, with said existing easterly ROW line, being the easterly boundary line said 0.513 acre ROW tract, same being the westerly line of said remainder of the 19.32 acre tract, the following four (4) courses:

- 6) **N 13°07'27" W**, for a distance of **259.41** feet to an iron rod with plastic cap stamped "WILLIAMSON COUNTY" found, for a point of curvature to the right;
- 7) Along said curve to the right, having a delta angle of **00°32'07**, a radius of **4,915.00** feet, an arc length of **45.92** feet and a chord which bears **N 12°47'01" W**, for a distance of **45.92** feet to an iron rod with plastic cap stamped "WILLIAMSON COUNTY" found, for a point of compound curvature to the right;
- 8) Along said curve to the right, having a delta angle of **08°00'40**, a radius of **4,911.94** feet, an arc length of **686.79** feet and a chord which bears **N 07°42'13" W**, for a distance of **686.23** feet to an iron rod with plastic cap stamped "WILLIAMSON COUNTY" found, for a point of compound curvature to the right;

County: Williamson
Parcel : 24 – Julie Li
Highway: Bagdad Rd (CR 279)

- 9) Along said curve to the right, having a delta angle of $00^{\circ}14'36$, a radius of 4,905.00 feet, an arc length of 20.83 feet and a chord which bears $N 04^{\circ}30'22'' W$, for a distance of 20.83 feet to an iron rod with plastic cap stamped "WILLIAMSON COUNTY" found, being the southwesterly corner of said remainder of the 20.2 acre tract, same being the northwesterly corner of said remainder of the 19.32 acre tract, for the northwesterly corner of the herein described parcel;
- 10) **THENCE**, departing said existing ROW line, with the common boundary line of said remainder of the 20.2 acre tract and said remainder of the 19.32 acre tract, $N 70^{\circ}08'30'' E$, for a distance of 26.02 feet to the **POINT OF BEGINNING**, containing 1.157 acres (50,397 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.

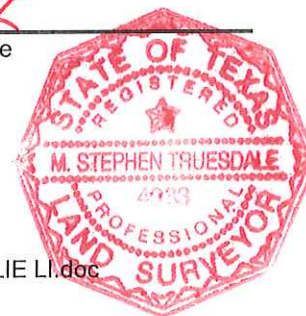
WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

M. Stephen Truesdale

20 SEP 2022

M. Stephen Truesdale
Registered Professional Land Surveyor No. 4933
Licensed State Land Surveyor
Inland Geodetics, LLC
Firm Registration No: 100591-00
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681

Date



PLAT TO ACCOMPANY PARCEL DESCRIPTION

LEGEND

- 1/2" IRON ROD FOUND UNLESS NOTED
- ⊙ 1/2" IRON ROD FOUND W/PLASTIC CAP
- ⊙ 1/2" IRON PIPE FOUND UNLESS NOTED
- ▲ 60/D NAIL FOUND IN FENCE POST
- △ CALCULATED POINT
- IRON ROD W/ ALUMINUM CAP STAMPED "WILLIAMSON COUNTY" SET (UNLESS NOTED OTHERWISE)
- P PROPERTY LINE
- () RECORD INFORMATION
- LINE BREAK
- Z DENOTES COMMON OWNERSHIP
- P.O.B. POINT OF BEGINNING
- N.T.S. NOT TO SCALE
- D.R.W.C.T. DEED RECORDS WILLIAMSON COUNTY, TEXAS
- O.R.W.C.T. OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
- O.P.R.W.C.T. OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS

ROGER DOYLE BONNET & PATRICIA LYNN BONNET, TRUSTEES OF THE ROGER D. AND PATRICIA L. BONNET TRUST
REMAINDER OF 20.2 ACRES
DOC. 2020122052
O.P.R.W.C.T.

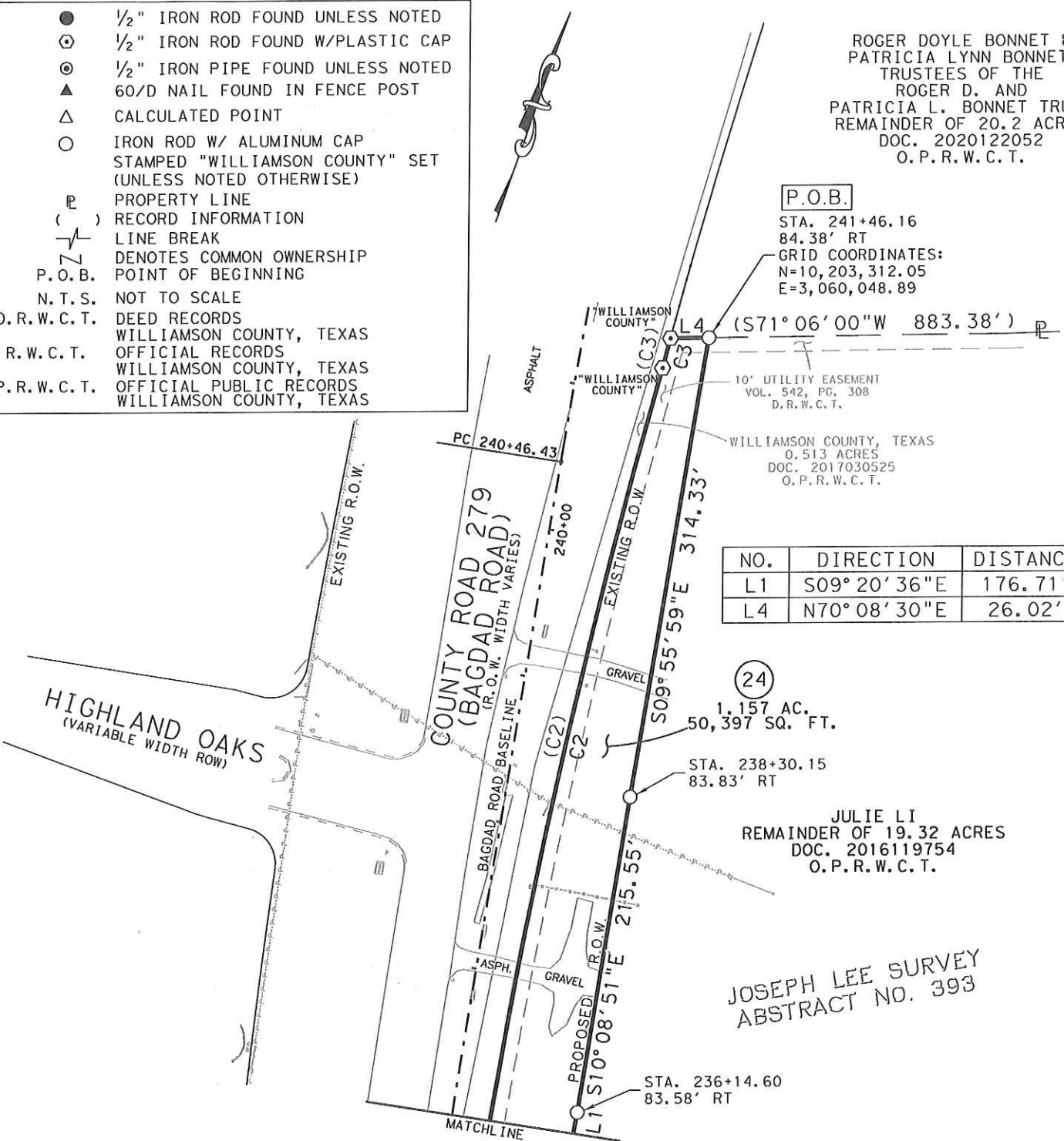
P.O.B.
STA. 241+46.16
84.38' RT
GRID COORDINATES:
N=10,203,312.05
E=3,060,048.89

NO.	DIRECTION	DISTANCE
L1	S09° 20' 36" E	176.71'
L4	N70° 08' 30" E	26.02'

24
1.157 AC.
50,397 SQ. FT.

JULIE LI
REMAINDER OF 19.32 ACRES
DOC. 2016119754
O.P.R.W.C.T.

JOSEPH LEE SURVEY
ABSTRACT NO. 393



NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C2	08° 00' 40"	4,911.94'	686.79'	686.23'	N07° 42' 13"W
(C2)	(08° 00' 40")	(4,911.94')	(686.78')	(686.22')	(N07° 42' 57"W)
C3	00° 14' 36"	4,905.00'	20.83'	20.83'	N04° 30' 22"W
(C3)	(00° 14' 38")	(4,905.00')	(20.87')	(20.87')	(N04° 25' 13"W)

09/15/2022

PARCEL PLAT SHOWING PROPERTY OF

JULIE LI

PARCEL 24
1.157 ACRES
50,397 Sq. Ft.

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

SCALE
1" = 100'

PROJECT
BAGDAD ROAD

COUNTY
WILLIAMSON

PAGE 3 OF 4

PLAT TO ACCOMPANY PARCEL DESCRIPTION

NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	00° 32' 07"	4,915.00'	45.92'	45.92'	N12° 47' 01"W
(C1)	(00° 32' 04")	(4,915.00')	(45.84')	(45.84')	(N12° 49' 22"W)
C2	08° 00' 40"	4,911.94'	686.79'	686.23'	N07° 42' 13"W
(C2)	(08° 00' 40")	(4,911.94')	(686.78')	(686.22')	(N07° 42' 57"W)

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-165861, ISSUED BY WESTCOR LAND TITLE INSURANCE COMPANY, EFFECTIVE DATE AUGUST 01, 2022, ISSUE DATE AUGUST 09, 2022".

1. RESTRICTIVE COVENANTS: VOLUME 544, PAGE 56, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOCUMENT STATES "THESE RESTRICTIONS ARE TO RUN WITH THE LAND UNTIL JANUARY 2000.

(10)2. AN ELECTRIC AND/OR TELEPHONE DISTRIBUTION SYSTEM GRANTED TO PEDERNALES ELECTRIC COOPERATIVE, INC. RECORDED IN VOLUME 542, PAGE 231, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM IT'S DESCRIPTION CAN NOT BE LOCATED.

3. AN ELECTRIC STATION EASEMENT GRANTED TO SOUTHWESTERN BELL TELEPHONE COMPANY RECORDED IN DOCUMENT NO. 9547060, OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

4. A 10 FOOT UTILITY EASEMENT ALONG ALL LOT LINES OF ALL TRACTS AS DESCRIBED IN VOLUME 542, PAGE 308, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.

SILVER CREEK DR.

5. BUILDING SETBACK LINE(S) AS PROVIDED IN RESTRICTIONS IN VOLUME 544, PAGE 56 AND VOLUME 544, PAGE 554, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOCUMENT STATES "THESE RESTRICTIONS ARE TO RUN WITH THE LAND UNTIL JANUARY 2000.

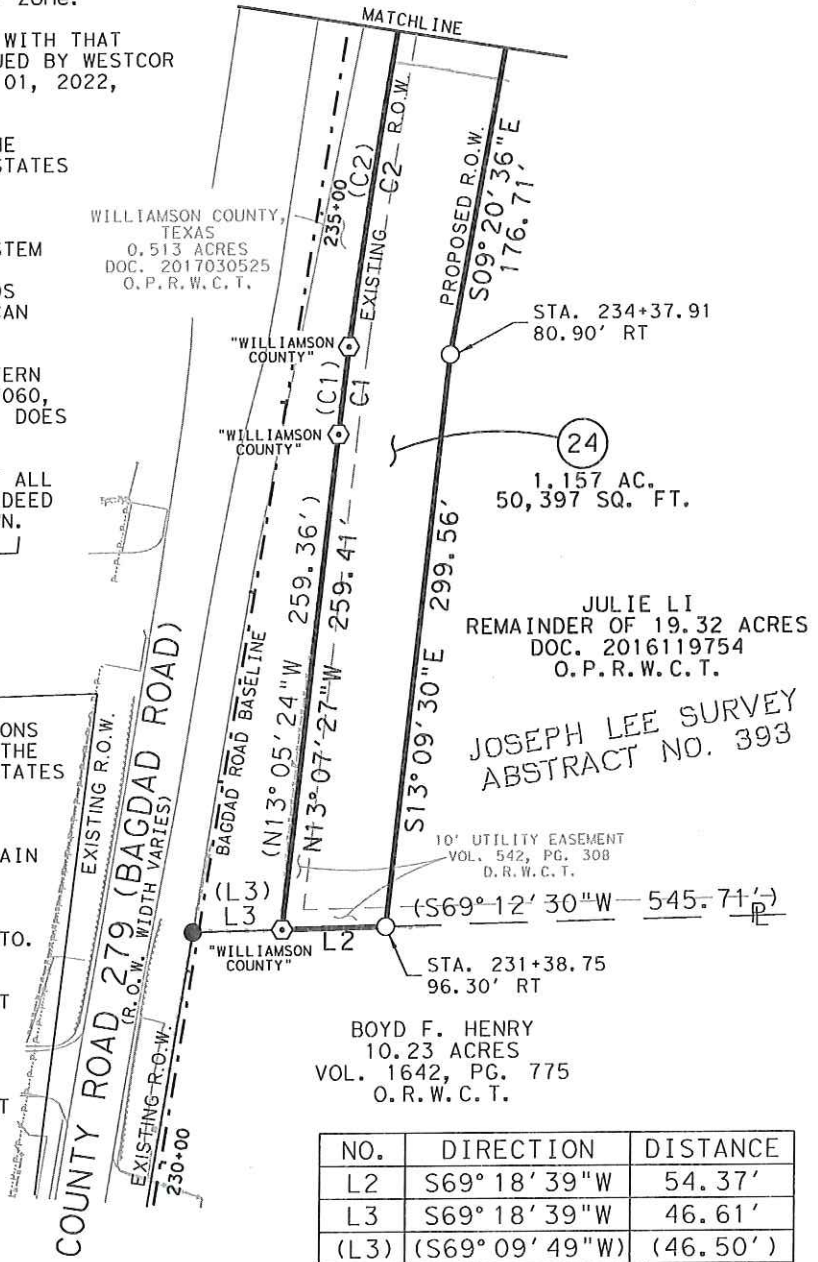
9. ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN ORDINANCE NO. 05-0-49 IN DOCUMENT NO. 2005061142, AND FURTHER RATIFIED IN BY ORDINANCE NO. 06-0-12, RECORDED IN DOCUMENT NO. 2006013010, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.

10. 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.

11. ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN RIGHT-OF-WAY DEDICATION OF RECORD IN DOCUMENT NO. 2007053301 OF THE OFFICIAL PUBLIC 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 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



NO.	DIRECTION	DISTANCE
L2	S69° 18' 39"W	54.37'
L3	S69° 18' 39"W	46.61'
(L3)	(S69° 09' 49"W)	(46.50')

09/15/2022

PARCEL PLAT SHOWING PROPERTY OF

JULIE LI

PARCEL 24
 1.157 ACRES
 50,397 Sq. Ft.

SCALE
 1" = 100'

PROJECT
 BAGDAD ROAD

COUNTY
 WILLIAMSON

PAGE 4 OF 4

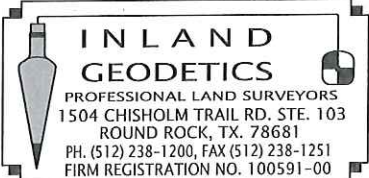


EXHIBIT B

Parcel 30

DEED

County Road 279 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 **JULIE LI** 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 1.157-acre (50,397 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 24**);

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the Property, to wit: NONE

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record;

Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show;

Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County, Texas or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of Grantee's roadway facilities and all related appurtenances.

TO HAVE AND TO HOLD the property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Williamson County, Texas and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Williamson County, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This deed is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 2024.

[signature page follows]

GRANTOR:

JULIE LI

ACKNOWLEDGMENT

STATE OF TEXAS

§

§

COUNTY OF _____

§

This instrument was acknowledged before me on this the ____ day of _____, 2024 by _____ in the capacity and for the purposes and consideration recited therein.

Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

Sheets & Crossfield, PLLC
309 East Main
Round Rock, Texas 78664

GRANTEE’S MAILING ADDRESS:

Williamson County, Texas
Attn: County Auditor
710 Main Street, Suite 101
Georgetown, Texas 78626

AFTER RECORDING RETURN TO:

Commissioners Court - Regular Session

47.

Meeting Date: 02/13/2024

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 2 possession and use agreements with Elsa Moore for 4.035 acres and 5.012 acres required as right of way for the Hero Way project. (Parcel 205.1 and 205.2) Funding Source: TANS P588

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Agreement

Agreement

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 02/08/2024

Reviewed By

Becky Pruitt

Date

02/08/2024 10:10 AM

Started On: 02/07/2024 04:38 PM

POSSESSION AND USE AGREEMENT FOR TRANSPORTATION PURPOSES

STATE OF TEXAS

§

Parcel No.: 205.1

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 **ELSA MOORE** (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 Exhibit "A" and is made a part of this Agreement by reference (the "Property").

1. For the consideration paid by the County which is set forth in Paragraph 2 below, the receipt and sufficiency of which is acknowledged, the Grantor grants, bargains, sells, and conveys to the County the right of entry and 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 the Grantor payment in the amount of **TWO MILLION NINE HUNDRED NINETY-FOUR THOUSAND FOUR HUNDRED EIGHTEEN and no/100 DOLLARS (\$2,994,418.00)** (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 the Grantor for the real property interest to be acquired by the County in the Property, encumbered with the improvements thereon, if any, and damages to the remainder, if any, save and except all oil, gas, and 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 acquisition of the Property is less than the amount of the Entry Deposit, then the

Grantor agrees that the difference between the amount of the Entry Deposit tendered and the amount of such final settlement or judgment for acquisition of the Property represents an overpayment and, upon written notice from the County, the 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. The 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 (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. The Grantor further warrants that no other person or entity owns an interest in the fee title to the Property and further agrees to indemnify the County from all unreleased or undisclosed liens, claims, or encumbrances affecting the Property.

The above-made warranties are made by Grantor and accepted by 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 1, 2024.
 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. The Grantor reserves all rights of compensation for the title and other interest in and to the Property which the Grantor holds as of the time immediately prior to the Effective Date of this Agreement. This Agreement shall in no way prejudice the Grantor's rights to receive full and just compensation as allowed by law for all of the Grantor's interests in and to the Property to be acquired by the County, encumbered with the improvements thereon, if any, and damages, if any, to the remainder of the Grantor's interest in any larger tract of which the Property is a part (the "Remainder"), all as the Property exists on the Effective Date of this Agreement. The County's removal or construction of improvements on the Property shall in no way affect the fair market value of

the Property in determining compensation due to the Grantor in the eminent domain proceedings, 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 the Grantor's rights to any relocation benefits for which Grantor may be eligible.

7. In the event the County institutes or has instituted eminent domain proceedings, the County will not be liable to the Grantor for interest upon any award or judgment as a result of such proceedings for any period of time prior to the date of the award. 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 the 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 the Grantor has or may have, known or unknown, to contest the jurisdiction of the court in any condemnation proceeding for acquisition of the Property related to the Roadway Construction Project, based upon claims that the condemning authority has no authority to acquire the Property through eminent domain, has no valid public use for the Property, or that acquisition of the Property is not necessary for the public use.
9. The 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. 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.
12. 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.

13. This Agreement will also extend to and bind the heirs, devisees, executors, administrators, legal representatives, successors in interest, and assigns of the parties.

14. It is agreed the County will record this document.

15. Other conditions: Should the Special Commissioners' Award (if any) be greater than the Entry Deposit paid pursuant to paragraph 2 herein, the County shall tender the difference to the registry of the court within sixty (60) days of the date that the Special Commissioners' Award is entered.

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:

Elsa Moore
ELSA MOORE

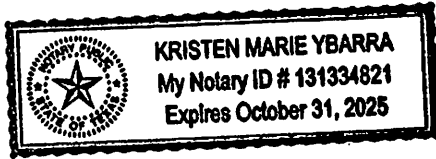
ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF McLennan

This instrument was acknowledged before me on this the 5 day of February, 2024, by ELSA Moore, in the capacity and for the purposes and consideration recited herein.

Krist Marie Ybarra
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 this the _____
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: 205 Part 1
Highway: FM 2243

METES & BOUNDS DESCRIPTION FOR PARCEL 205 PART 1

METES & BOUNDS DESCRIPTION FOR A 4.035 ACRE TRACT OF LAND OUT OF THE MILTON HICKS SURVEY, ABSTRACT NO. 287, WILLIAMSON COUNTY, TEXAS; BEING A PORTION OF LOT 1 OF HIGHMEADOW ESTATES PHASE ONE, A SUBDIVISION AS RECORDED IN CABINET K, SLIDES 297-299 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID LOT 1 AS CONVEYED TO ELSA MOORE BY AFFIDAVIT OF HEIRSHIP RECORDED IN DOCUMENT NUMBER 2019121574 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND BY SPECIAL WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN VOLUME 2605, PAGE 550 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 4.035 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 east right-of-way line of Ronald W Reagan Boulevard (width varies) as dedicated by Document Numbers 2003082332, 2003062377 and 2019092213, all of the Official Public Records of Williamson County, Texas, at the northwest corner of the above described Lot 1, and at the southwest corner of a called 4.007 acre tract of land as conveyed to Sairam Ventures LLC by General Warranty Deed with Vendor's Lien recorded in Document Number 2019092211 of the Official Public Records of Williamson County, Texas, for the northwest corner of the herein described tract, from which a 1/2-inch iron rod with cap stamped "DIAMOND SURVEYING" found at the most southerly corner of a called 0.105 acre tract of land described as Parcel 27 as dedicated for right-of-way purposes in said Document Number 2019092213 of the Official Public Records of Williamson County, Texas, bears N 22°54'43" W a distance of 23.51 feet;

THENCE, with the north line of said Lot 1 and the south line of said Sairam Ventures Tract, N 69°07'40" E a distance of 275.65 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" (NAD-83, Central Zone Grid Coordinates: N: 10,189,349.42, E: 3,089,782.20) set at the beginning of a non-tangent curve to the left, for a northerly corner of the herein described tract, 320.52 feet left of FM 2243 baseline station 188+69.40, from which a 1-inch iron pipe found at the southeast corner of said Sairam Ventures Tract, bears N 69°07'40" E a distance of 407.56 feet;

THENCE, departing the south line of said Sairam Ventures Tract, over and across said Lot 1, along said curve to the left, an arc distance of 51.81 feet, having a radius of 1,011.00 feet, a central angle of 02°56'11" and a chord which bears S 68°49'36" E a distance of 51.81 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set for an angle point, 293.30 feet left of FM 2243 baseline station 189+11.70;

THENCE, continuing over and across said Lot 1, N 83°14'19" E a distance of 286.80 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set for an angle point, 280.69 feet left of FM 2243 baseline station 191+87.40;

THENCE, continuing over and across said Lot 1, N 88°15'32" E a distance of 84.80 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set for an angle point, 271.62 feet left of FM 2243 baseline station 192+68.64;

THENCE, continuing over and across said Lot 1, S 86°55'12" E a distance of 84.94 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set on the east line of said Lot 1 and the west line of Lot 3 of said HIGHMEADOW ESTATES PHASE ONE, for the northeast corner of the herein described tract, 256.39 feet left of FM 2243 baseline station 193+49.29, from which a 1/2-inch iron rod found at the northeast corner of said Lot 1, and at the northwest corner of said Lot 3, bears N 06°18'54" E a distance of 188.54 feet;

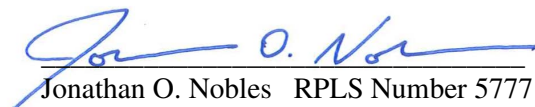
THENCE, with the east line of said Lot 1 and the west line of said Lot 3, S 06°18'54" W a distance of 140.52 to a 1/2-inch iron rod found at the southeast corner of said Lot 1, and at the northeast corner of Lot 2 of said HIGHMEADOW ESTATES PHASE ONE, for the southeast corner of the herein described tract, from which a 1/2-inch iron rod found on the north right-of-way line of Creekview Circle (60 feet wide) as dedicated by said plat of HIGHMEADOW ESTATES PHASE ONE, at the southeast corner of said Lot 2, and at the southwest corner of said Lot 3, bears S 06°18'54" W a distance of 392.17 feet;

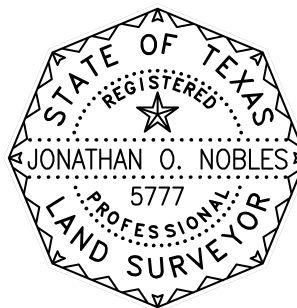
THENCE, departing the west line of said Lot 3, with the south line of said Lot 1 and the north line of said Lot 2, S 68°38'57" W a distance of 686.11 feet to a 1/2-inch iron rod found on the east right-of-way line of said Ronald W Reagan Boulevard, at the southwest corner of said Lot 1, and at the northwest corner of said Lot 2, for the southwest corner of the herein described tract, from which a MAG nail found on the east right-of-way line of said Ronald W Reagan Boulevard, at the northwest corner of a called 0.016 acre tract of land described as Parcel 25A as dedicated for right-of-way purposes and recorded in Document Number 2003062377 of the Official Public Records of Williamson County, Texas, bears S 20°46'42" E a distance of 312.14 feet;

THENCE, with the east right-of-way line of said Ronald W Reagan Boulevard and the west line of said Lot 1, N 20°49'05" W a distance of 297.62 feet to the **POINT OF BEGINNING** and containing 4.035 acres (175,750 square feet) of land, more or less.

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

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


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



09/14/2023
Date

Client: Williamson County
Date: September 14, 2023
Project Number: 7473-00

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

3F FORTUNE INVESTMENTS LLC
CALLED 15.436 ACRES
DOC. NO. 2021097292
O.P.R.W.C.

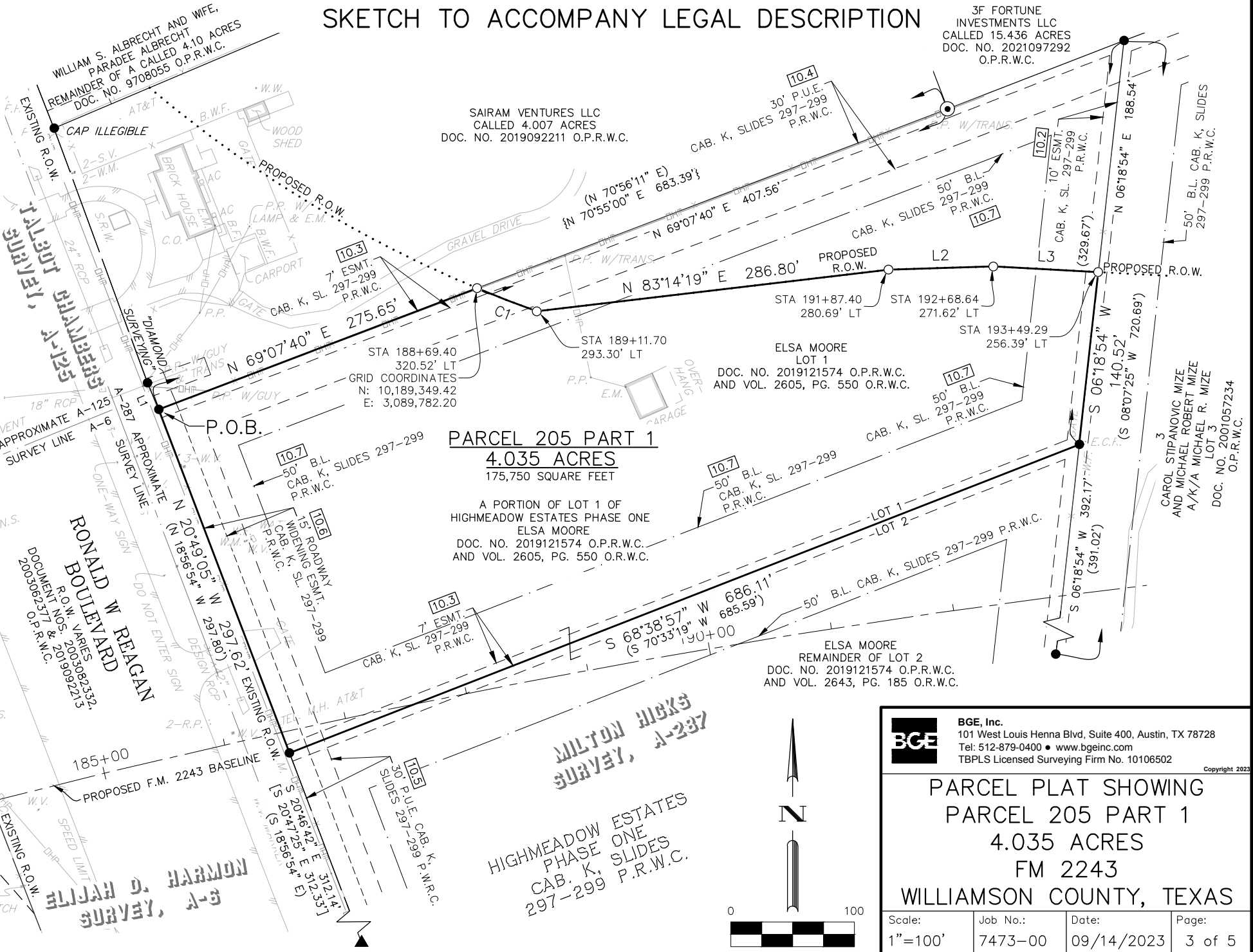
SAIRAM VENTURES LLC
CALLED 4.007 ACRES
DOC. NO. 2019092211 O.P.R.W.C.

PARCEL 205 PART 1
4.035 ACRES
175,750 SQUARE FEET

A PORTION OF LOT 1 OF
HIGHMEADOW ESTATES PHASE ONE
ELSA MOORE
DOC. NO. 2019121574 O.P.R.W.C.
AND VOL. 2605, PG. 550 O.R.W.C.

ELSA MOORE
REMAINDER OF LOT 2
DOC. NO. 2019121574 O.P.R.W.C.
AND VOL. 2643, PG. 185 O.R.W.C.

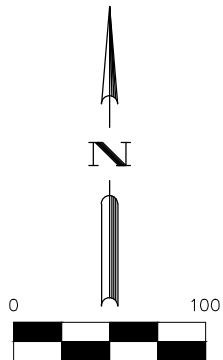
CAROL STIPANOVIC MIZE
AND MICHAEL ROBERT MIZE
A/K/A MICHAEL R. MIZE
LOT 3
DOC. NO. 2001057234
O.P.R.W.C.



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Tel: 512-879-0400 • www.bgeinc.com
TBPLS Licensed Surveying Firm No. 10106502

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PARCEL PLAT SHOWING
PARCEL 205 PART 1
4.035 ACRES
FM 2243
WILLIAMSON COUNTY, TEXAS



Scale: 1"=100'	Job No.: 7473-00	Date: 09/14/2023	Page: 3 of 5
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G:\TxC\Projects\County_Williamson\7473-00_RM_2243\06_Survey\04_Finals\Drawings\7473-00_P205-P1_EX1.dwg, 9/14/2023 2:33 PM, Stephen Barger

LEGEND

- B.F. BOARD FENCE
- B.L. BUILDING LINE
- B.W.F. BARBED WIRE FENCE
- C.O. CLEAN OUT
- DOC. DOCUMENT
- D.R.W.C. DEED RECORDS OF WILLIAMSON COUNTY
- E.C.R. ELECTRIC CONDUIT RISER
- ELEC. ELECTRIC
- E.M. ELECTRIC METER
- ESMT. EASEMENT
- F.O.M. FIBER OPTIC MARKER
- G.P. GATE POST
- H.W.F. HOG WIRE FENCE
- M.H. MANHOLE
- NO. NUMBER
- O.P.R.W.C. OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY
- O.R.W.C. OFFICIAL RECORDS OF WILLIAMSON COUNTY
- PG. PAGE
- P.L.M. PIPELINE MARKER
- P.O.B. POINT OF BEGINNING
- P.P. POWER POLE
- P.U.E. PUBLIC UTILITY EASEMENT
- RCP REINFORCED CONCRETE PIPE
- R.O.W. RIGHT-OF-WAY
- R.P. REFLECTOR POST
- S.N.S. STREET NAME SIGN
- S.R.W. STONE RETAINING WALL
- S.S. STOP SIGN
- S.V. SPRINKLER VALVE
- TEL. TELEPHONE
- TRANS. TRANSFORMER
- VOL. VOLUME
- W.B.O.V. WATER BLOW-OFF VALVE
- W.F. WATER FAUCET
- W.M. WATER METER
- W.V. WATER VALVE
- W.W. WATER WELL
- () RECORD INFO FOR CAB. K, SLIDES 297-299 P.R.W.C.
- [] RECORD INFO FOR DOC. NOS. 2003082332, 2003062377 & 2019092213 O.P.R.W.C.
- { } RECORD INFO FOR DOC. NO. 2019092211 O.P.R.W.C.
- FOUND 1/2" IRON ROD (UNLESS OTHERWISE NOTED)
- ▲ FOUND MAG NAIL
- ⊙ FOUND 1" IRON PIPE
- SET 1/2" IRON ROD W/CAP "WILCO ROW 5777"
- △ CALCULATED POINT
- x— WIRE FENCE
- METAL FENCE
- DHT— OVERHEAD TELEPHONE
- DHP— OVERHEAD POWER
- /// EDGE OF ASPHALT
- 10.3 SCHEDULE B ITEM

LINE TABLE

NUMBER	BEARING	DISTANCE
L1	N 22°54'43" W	23.51'
L2	N 88°15'32" E	84.80'
L3	S 86°55'12" E	84.94'

CURVE TABLE

NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	51.81'	1,011.00'	2°56'11"	S 68°49'36" E	51.81'



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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
PARCEL 205 PART 1
4.035 ACRES
FM 2243
WILLIAMSON COUNTY, TEXAS

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G:\TXC\Projects\County_Williamson\7473-00_RM_2243\06_Survey\04_Finals\Drawings\7473-00_P205-P1_EX1.dwg, 9/14/2023 2:33 PM, Stephen Barger

GENERAL NOTES:

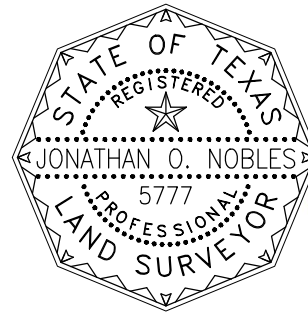
- 1. BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE 4203, NAD83. DISTANCES SHOWN HEREON ARE IN SURFACE AND CAN BE CONVERTED TO GRID BY DIVIDING BY THE COMBINED SCALE FACTOR = 1.00012
- 2. A METES AND BOUNDS DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH 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-166312, DATED EFFECTIVE APRIL 13, 2023 AND ISSUED ON APRIL 20, 2023.

RESTRICTIVE COVENANT AND EASEMENT NOTES:

- 1. RESTRICTIVE COVENANTS OF RECORD ITEMIZED IN CABINET K, SLIDES 297-299, PLAT RECORDS, VOLUME 2378, PAGE 823, OFFICIAL RECORDS AND DOCUMENT NO(S) 2015081209 AND 2016021909, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT; VOLUME 703, PAGE 200, VOLUME 709, PAGE 702, VOLUME 714, PATE 690, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, DO NOT AFFECT THE SUBJECT TRACT.
- 10.2 A 10 FOOT WIDE EASEMENT OF UNDETERMINED USE RESERVED ALONG EACH SIDE OF ALL REAR LOT LINES, AS STATED ON THE PLAT OF RECORD IN CABINET K, SLIDE 297 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.
- 10.3 A 7 FOOT WIDE EASEMENT OF UNDETERMINED USE RESERVED ALONG EACH SIDE OF ALL SIDE LOT LINES, AS STATED ON THE PLAT OF RECORD IN CABINET K, SLIDE 297 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.
- 10.4 A 30 FOOT PUBLIC UTILITY EASEMENT RESERVED ALONG THE NORTHERLY PROPERTY LINE, AS SHOWN ON THE PLAT OF RECORD IN CABINET K, SLIDE 297 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.
- 10.5 A 30 FOOT PUBLIC UTILITY EASEMENT RESERVED ALONG THE WESTERLY PROPERTY LINE, AS SHOWN ON THE PLAT OF RECORD IN CABINET K, SLIDE 297 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.
- 10.6 A 15 FOOT ROAD WIDENING EASEMENT RESERVED ALONG THE WESTERLY PROPERTY LINE, AS SHOWN ON THE PLAT OF RECORD IN CABINET K, SLIDE 297 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.
- 10.7 BUILDING SETBACK LINE(S) AS SHOWN AND/OR DESCRIBED ON PLAT OF RECORD IN CABINET K, SLIDE 297 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.

- 10.8 A PRIVATE ROADWAY EASEMENT GRANTED TO OWNER OF SUBJECT PROPERTY AS DESCRIBED IN VOLUME 703, PAGE 206, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT.
- 10.9 AN UNDERGROUND TELECOMMUNICATIONS EASEMENT GRANTED TO SOUTHWESTERN BELL TELEPHONE COMPANY AS DESCRIBED IN VOLUME 570, PAGE 702, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT.
- 10.10 A PUBLIC UTILITY EASEMENT GRANTED TO WILLIAMSON COUNTY, TEXAS, AS DESCRIBED IN DOCUMENT NO. 2003114402, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT.
- 10.13 ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN ORDINANCE NO. 16-042-00 OF RECORD IN DOCUMENT NO. 2017011287, 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.



Jonathan O. Nobles 09/14/2023

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
Tel: 512-879-0400 • www.bgeinc.com
TBPLS Licensed Surveying Firm No. 10106502

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PARCEL PLAT SHOWING
PARCEL 205 PART 1
4.035 ACRES
FM 2243
WILLIAMSON COUNTY, TEXAS

Scale: 1"=100'	Job No.: 7473-00	Date: 09/14/2023	Page: 5 of 5
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POSSESSION AND USE AGREEMENT FOR TRANSPORTATION PURPOSES

STATE OF TEXAS

§

Parcel No.: 205.2

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 **ELSA MOORE** (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 Exhibit "A" and is made a part of this Agreement by reference (the "Property").

1. For the consideration paid by the County which is set forth in Paragraph 2 below, the receipt and sufficiency of which is acknowledged, the Grantor grants, bargains, sells, and conveys to the County the right of entry and 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 the Grantor payment in the amount of **THREE MILLION FOUR HUNDRED FIFTY-FIVE THOUSAND SIX HUNDRED TWENTY-THREE and no/100 DOLLARS (\$3,455,623.00)** (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 the Grantor for the real property interest to be acquired by the County in the Property, encumbered with the improvements thereon, if any, and damages to the remainder, if any, save and except all oil, gas, and 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 acquisition of the Property is less than the amount of

the Entry Deposit, then the Grantor agrees that the difference between the amount of the Entry Deposit tendered and the amount of such final settlement or judgment for acquisition of the Property represents an overpayment and, upon written notice from the County, the 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. The 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 (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. The Grantor further warrants that no other person or entity owns an interest in the fee title to the Property and further agrees to indemnify the County from all unreleased or undisclosed liens, claims, or encumbrances affecting the Property.

The above-made warranties are made by Grantor and accepted by 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 1, 2024.
 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. The Grantor reserves all rights of compensation for the title and other interest in and to the Property which the Grantor holds as of the time immediately prior to the Effective Date of this Agreement. This Agreement shall in no way prejudice the Grantor's rights to receive full and just compensation as allowed by law for all of the Grantor's interests in and to the Property to be acquired by the County, encumbered with the improvements thereon, if any, and damages, if any, to the remainder of the Grantor's interest in any larger tract of which the Property is a part (the "Remainder"), all as the Property exists on the Effective Date of this Agreement. The County's removal or construction of improvements on the Property shall in no way affect the fair market value of

the Property in determining compensation due to the Grantor in the eminent domain proceedings, 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 the Grantor's rights to any relocation benefits for which Grantor may be eligible.

7. In the event the County institutes or has instituted eminent domain proceedings, the County will not be liable to the Grantor for interest upon any award or judgment as a result of such proceedings for any period of time prior to the date of the award. 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 the 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 the Grantor has or may have, known or unknown, to contest the jurisdiction of the court in any condemnation proceeding for acquisition of the Property related to the Roadway Construction Project, based upon claims that the condemning authority has no authority to acquire the Property through eminent domain, has no valid public use for the Property, or that acquisition of the Property is not necessary for the public use.
9. The 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. 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.
12. 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.

13. This Agreement will also extend to and bind the heirs, devisees, executors, administrators, legal representatives, successors in interest, and assigns of the parties.

14. It is agreed the County will record this document.

15. Other conditions: Should the Special Commissioners' Award (if any) be greater than the Entry Deposit paid pursuant to paragraph 2 herein, the County shall tender the difference to the registry of the court within sixty (60) days of the date that the Special Commissioners' Award is entered.

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:

Elsa Moore
ELSA MOORE

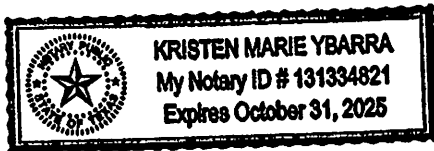
ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF McLennan

This instrument was acknowledged before me on this the 5 day of February, 2024, by ELSA Moore, in the capacity and for the purposes and consideration recited herein.

Krist Marie Ybarra
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 this _____,
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: 205 Part 2
Highway: FM 2243

METES & BOUNDS DESCRIPTION FOR PARCEL 205 PART 2

METES & BOUNDS DESCRIPTION FOR A 5.012 ACRE TRACT OF LAND OUT OF THE MILTON HICKS SURVEY, ABSTRACT NO. 287, WILLIAMSON COUNTY, TEXAS; BEING ALL OF THE REMAINDER OF LOT 2 OF HIGHMEADOW ESTATES PHASE ONE, A SUBDIVISION AS RECORDED IN CABINET K, SLIDES 297-299 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID LOT 2 AS CONVEYED TO ELSA MOORE BY AFFIDAVIT OF HEIRSHIP RECORDED IN DOCUMENT NUMBER 2019121574 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND BY GENERAL WARRANTY DEED RECORDED IN VOLUME 2643, PAGE 185 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 5.012 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 north right-of-way line of Creekview Circle (60 feet wide) as dedicated by said plat of HIGHMEADOW ESTATES PHASE ONE, at the southeast corner of the above described Lot 2, and at the southwest corner of Lot 3 of said HIGHMEADOW ESTATES PHASE ONE, at the beginning of a non-tangent curve to the left, for the southeast corner and **POINT OF BEGINNING** of the herein described tract, from which a 1/2-inch iron rod found at the southeast corner of said Lot 3, and at the most westerly corner of Lot 4 of said HIGHMEADOW ESTATES PHASE ONE, bears along a curve to the right, an arc distance of 62.31 feet, having a radius of 60.00 feet, a central angle of 59°30'13" and a chord which bears S 83°19'32" E a distance of 59.55 feet;

THENCE, with the north right-of-way line of said Creekview Circle and the south line of said Lot 2, the following three (3) courses:

- 1) Along said curve to the left, an arc distance of 49.61 feet, having a radius of 60.00 feet, a central angle of 47°22'34" and a chord which bears S 43°14'04" W a distance of 48.21 feet to a 1/2-inch iron rod found for the beginning of a non-tangent curve to the right;
- 2) Along said curve to the right, an arc distance of 21.59 feet, having a radius of 25.00 feet, a central angle of 49°28'12" and a chord which bears S 44°26'17" W a distance of 20.92 feet to a 1/2-inch iron rod found for an angle point; and

- 3) S 69°14'25" W a distance of 395.22 feet to a calculated point at the intersection with the east right-of-way line of Ronald W Reagan Boulevard (width varies) as dedicated by Document Numbers 2003082332, 2003062377 and 2003114403, all of the Official Public Records of Williamson County, Texas, at the southeast corner of a called 0.022 acre tract of land described as Parcel 25B as dedicated for right-of-way purposes in said Document Number 2003062377 of the Official Public Records of Williamson County, Texas, at the most southerly southwest corner of the remainder of said Lot 2, for the most southerly southwest corner of the herein described tract;

THENCE, with the east right-of-way line of said Ronald W Reagan Boulevard and the west line of the remainder of said Lot 2, N 21°13'30" W a distance of 10.31 feet to a 1/2-inch iron rod with cap stamped "DIAMOND SURVEYING" found at an interior corner of the remainder of said Lot 2, for an interior corner of the herein described tract;

THENCE, continuing with the east right-of-way line of said Ronald W Reagan Boulevard and the west line of the remainder of said Lot 2, N 65°54'44" W a distance of 70.30 feet to a MAG nail found at the most westerly southwest corner of the remainder of said Lot 2, and at the northwest corner of a called 0.016 acre tract of land described as Parcel 25A as dedicated for right-of-way purposes in said Document Number 2003062377 of the Official Public Records of Williamson County, Texas, for the most westerly southwest corner of the herein described tract;

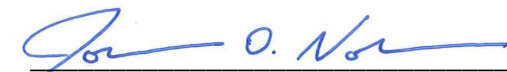
THENCE, continuing with the east right-of-way line of said Ronald W Reagan Boulevard and the west line of said Lot 2, N 20°46'42" W a distance of 312.14 feet to a 1/2-inch iron rod found at the northwest corner of said Lot 2, and at the southwest corner of Lot 1 of said HIGMEADOW ESTATES PHASE ONE, for the northwest corner of the herein described tract, from which a 1/2-inch iron rod found on the east right-of-way line of said Ronald W Reagan Boulevard, at the northwest corner of the above described Lot 1, and at the southwest corner of a called 4.007 acre tract of land as conveyed to Sairam Ventures LLC by General Warranty Deed with Vendor's Lien recorded in Document Number 2019092211 of the Official Public Records of Williamson County, Texas, bears N 20°49'05" W a distance of 297.62 feet;

THENCE, departing the east right-of-way line of said Ronald W Reagan Boulevard, with the north line of said Lot 2 and the south line of said Lot 1, N 68°38'57" E a distance of 686.11 feet to a 1/2-inch iron rod found on the west line of said Lot 3, at the northeast corner of said Lot 2, and at the southeast corner of said Lot 1, for the northeast corner of the herein described tract, from which a 1/2-inch iron rod found at the northeast corner of said Lot 1, and at the northwest corner of said Lot 3, bears N 06°18'54" E a distance of 329.07 feet;

THENCE, with the east line of said Lot 2 and the west line of said Lot 3, S 06°18'54" W a distance of 392.17 feet to the **POINT OF BEGINNING** and containing 5.012 acres (218,339 square feet) of land, more or less.

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

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


Jonathan O. Nobles RPLS Number 5777

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



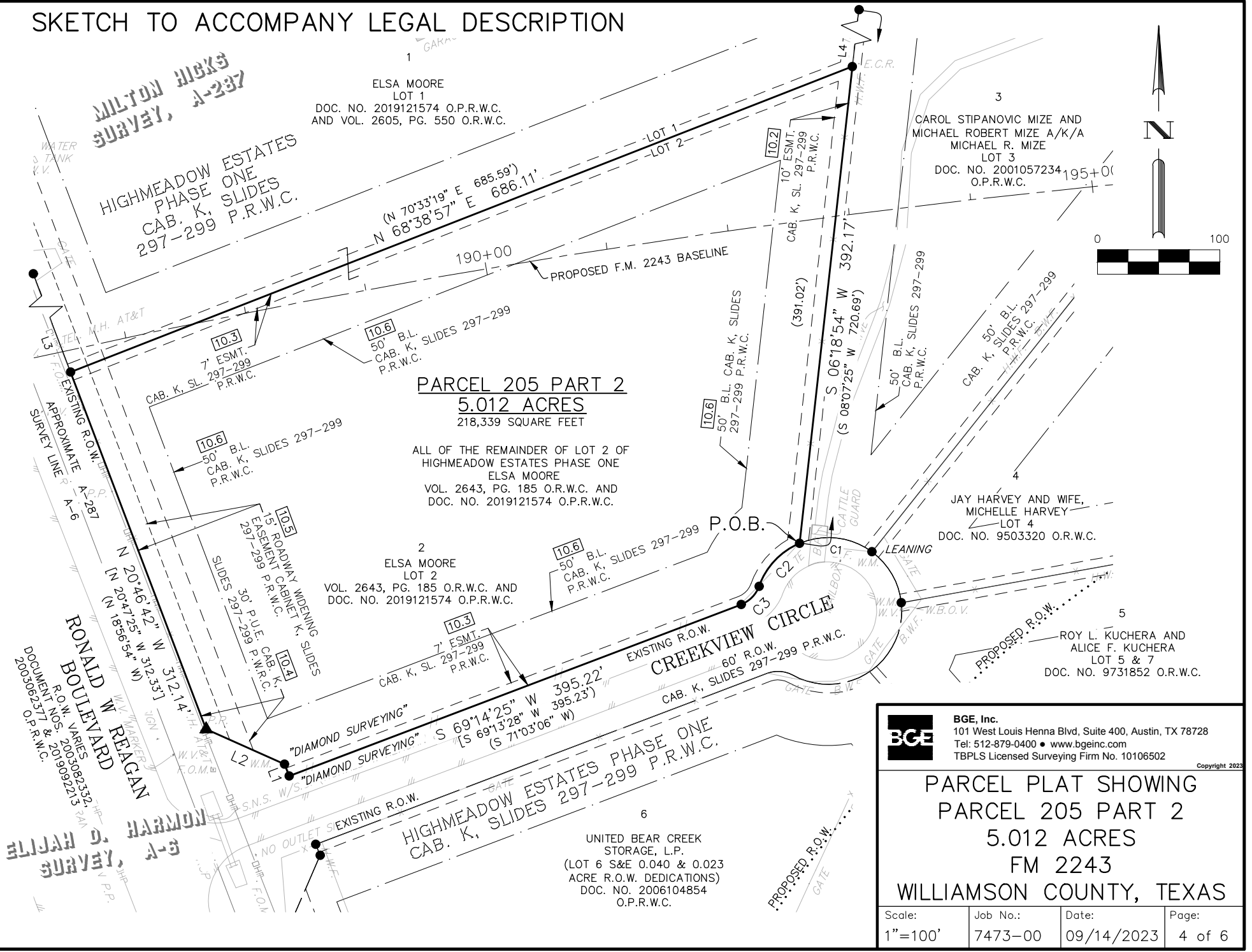
09/14/2023

Date

Client: Williamson County
Date: September 14, 2023
Project Number: 7473-00

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

G:\TxC\Projects\County_Williamson\7473-00_RM_2243\06_Survey\04_Finals\Drawings\7473-00_P205-P2_EX1.dwg, 9/14/2023 10:55 AM, Stephen Barger



PARCEL 205 PART 2
5.012 ACRES
 218,339 SQUARE FEET

ALL OF THE REMAINDER OF LOT 2 OF
 HIGHMEADOW ESTATES PHASE ONE
 ELSA MOORE
 VOL. 2643, PG. 185 O.R.W.C. AND
 DOC. NO. 2019121574 O.P.R.W.C.

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 205 PART 2
5.012 ACRES
FM 2243
WILLIAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	09/14/2023	4 of 6

LEGEND

- B.F. BOARD FENCE
- B.L. BUILDING LINE
- B.W.F. BARBED WIRE FENCE
- C.O. CLEAN OUT
- DOC. DOCUMENT
- D.R.W.C. DEED RECORDS OF WILLIAMSON COUNTY
- E.C.R. ELECTRIC CONDUIT RISER
- ELEC. ELECTRIC
- E.M. ELECTRIC METER
- ESMT. EASEMENT
- F.O.M. FIBER OPTIC MARKER
- G.P. GATE POST
- H.W.F. HOG WIRE FENCE
- M.H. MANHOLE
- NO. NUMBER
- O.P.R.W.C. OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY
- O.R.W.C. OFFICIAL RECORDS OF WILLIAMSON COUNTY
- PG. PAGE
- P.L.M. PIPELINE MARKER
- P.O.B. POINT OF BEGINNING
- P.P. POWER POLE
- P.U.E. PUBLIC UTILITY EASEMENT
- RCP REINFORCED CONCRETE PIPE
- R.O.W. RIGHT-OF-WAY
- R.P. REFLECTOR POST
- S.N.S. STREET NAME SIGN
- S.R.W. STONE RETAINING WALL
- S.S. STOP SIGN
- S.V. SPRINKLER VALVE
- TEL. TELEPHONE
- TRANS. TRANSFORMER
- VOL. VOLUME
- W.B.O.V. WATER BLOW-OFF VALVE
- W.F. WATER FAUCET
- W.M. WATER METER
- W.V. WATER VALVE
- W.W. WATER WELL
- () RECORD INFO FOR CAB. K, SLIDES 297-299 P.R.W.C.
- [] RECORD INFO FOR DOC. NOS. 2003082332, 2003062377 & 2019092213 O.P.R.W.C.
- FOUND 1/2" IRON ROD (UNLESS OTHERWISE NOTED)
- ▲ FOUND MAG NAIL
- ⊙ FOUND 1" IRON PIPE
- SET 1/2" IRON ROD W/CAP "WILCO ROW 5777"
- △ CALCULATED POINT
- x — WIRE FENCE
- ○ — METAL FENCE
- DHT — OVERHEAD TELEPHONE
- DHP — OVERHEAD POWER
- /// EDGE OF ASPHALT
- SCHEDULE B ITEM

10.3

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	N 21°13'30" W	10.31'
L2	N 65°54'44" W	70.30'
L3	N 20°49'05" W	297.62'
L4	N 06°18'54" E	329.07'

RECORD LINE TABLE		
NUMBER	BEARING	DISTANCE
[L1]	[N 21°13'30" W]	[10.46']
[L2]	[N 66°12'02" W]	[70.32']
(L3)	(N 18°56'54" W)	(297.80')
(L4)	(N 08°07'25" W)	(329.67')

CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	62.31'	60.00'	59°30'13"	S 83°19'32" E	59.55'
C2	49.61'	60.00'	47°22'34"	S 43°14'04" W	48.21'
C3	21.59'	25.00'	49°28'12"	S 44°26'17" W	20.92'

RECORD CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
(C1)	(62.41')	(60.00')	(59°36'07")	(S 81°26'03.2" E)	(59.64')
(C2)	(49.63')	(60.00')	(47°23'34")	(S 45°04'06" W)	(48.23')
(C3)	(21.68')	(25.00')	(49°40'47")	(S 46°12'43" W)	(21.00')

	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			Copyright 2023
	<p>PARCEL PLAT SHOWING PARCEL 205 PART 2 5.012 ACRES FM 2243 WILLIAMSON COUNTY, TEXAS</p>			
Scale: 1"=100'	Job No.: 7473-00	Date: 09/14/2023	Page: 5 of 6	

Commissioners Court - Regular Session

48.

Meeting Date: 02/13/2024

Hero Way 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 Edward A. Kirkpatrick, As Successor Co-Trustee Of The Albert R. Champion Exemption Equivalent Trust, And John A. Kirkpatrick, As Successor Co-Trustee Of The Albert R. Champion Exemption Equivalent Trust, And As Independent Executor Of The Estate Of Emogene M. Champion, Deceased for 11.237 acres required as right of way, 0.005 acres required as a drainage easement and 3.091 required as an electric line easement for the Hero Way project. (Parcel 314)
Funding Source: TANS P588

Background

Fiscal Impact

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

Attachments

contract

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 02/08/2024

Reviewed By

Becky Pruitt

Date

02/08/2024 10:12 AM

Started On: 02/07/2024 04:49 PM

REAL ESTATE CONTRACT

Hero Way Right of Way

THIS REAL ESTATE CONTRACT (“Contract”) is made by and between **EDWARD A. KIRKPATRICK, AS SUCCESSOR CO-TRUSTEE OF THE ALBERT R. CHAMPION EXEMPTION EQUIVALENT TRUST, AND JOHN A. KIRKPATRICK, AS SUCCESSOR CO-TRUSTEE OF THE ALBERT R. CHAMPION EXEMPTION EQUIVALENT TRUST, AND AS INDEPENDENT EXECUTOR OF THE ESTATE OF EMOGENE M. CHAMPION, DECEASED** (referred to in this Contract as “Seller”) and **WILLIAMSON COUNTY, TEXAS** (referred to in this Contract as “Purchaser”), upon the terms and conditions set forth in this Contract.

**ARTICLE I
PURCHASE AND SALE**

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

Tract One:

Fee simple title in and to a 11.237 acre tract of land, more or less, out of the Talbot Chambers Survey, Abstract No. 125, Williamson County, Texas; and being more fully described by metes and bounds in Exhibit “A-1” attached hereto and incorporated herein **(Parcel 314)**; and

Tract Two:

Drainage Easement interest only in and across a 0.005 acre tract of land, more or less, out of the Talbot Chambers Survey, Abstract No. 125, Williamson County, Texas; and being more fully described by metes and bounds in Exhibit “A-2” attached hereto and incorporated herein **(Parcel 314D)**; and

Tract Three:

Electric Line Easement only in and across a 3.091 acre tract of land, more or less, out of the Talbot Chambers Survey, Abstract No. 125, Williamson County, Texas; and being more fully described by metes and bounds in Exhibit “A-3” attached hereto and incorporated herein **(Parcel 314E)**;

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the “Property”), and any improvements situated on and attached to the Property described as Tract One not otherwise agreed herein to be retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

**ARTICLE II
PURCHASE PRICE**

Purchase Price and Additional Compensation

2.01. The Purchase Price for the fee simple and drainage easement portion of the Property described as Tract One and Tract Two, any improvements on that portion of the Property, and any damage to or cost of cure for the remaining property of Seller as a result of this purchase, shall be the sum of FOUR MILLION THREE HUNDRED NINETY-EIGHT THOUSAND FIVE HUNDRED EIGHT and 00/100 Dollars (\$4,398,508.00).

2.02. The Purchase Price for the electric line easement portion of the Property described as Tract Three, any improvements on that portion of the Property, and any damage to or cost of cure for the remaining property of Seller as a result of this purchase, shall be the sum of ONE MILLION FOUR HUNDRED TWENTY-FOUR THOUSAND FIFTY-ONE and 00/100 Dollars (\$1,424,051.00).

Payment of Purchase Price

2.03. The Purchase Price shall be payable in cash or other good funds at the Closing.

**ARTICLE III
PURCHASER'S OBLIGATIONS**

Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the Closing).

Miscellaneous Conditions

Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the closing.

3.02. PURCHASER ACKNOWLEDGES AND AGREES THAT, EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT OR IN ANY DOCUMENT OR INSTRUMENT DELIVERED AT OR IN CONNECTION WITH THE CLOSING, SELLER MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, WHETHER EXPRESS OR IMPLIED OR ARISING BY OPERATION OF LAW, WITH RESPECT TO THE PROPERTY OR ITS CONDITION. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT OR IN ANY DOCUMENT OR INSTRUMENT

DELIVERED AT OR IN CONNECTION WITH THE CLOSING, PURCHASER AGREES THAT THE PROPERTY WILL BE SOLD AND CONVEYED TO PURCHASER AT THE CLOSING IN ITS THEN EXISTING CONDITION, AS-IS, WHERE-IS, WITH ALL FAULTS, AND WITHOUT ANY WRITTEN OR VERBAL REPRESENTATIONS OR WARRANTIES WHATSOEVER, WHETHER EXPRESS OR IMPLIED OR ARISING BY OPERATION OF LAW, OTHER THAN AS EXPRESSLY SET FORTH IN THIS AGREEMENT OR IN ANY DOCUMENT OR INSTRUMENT DELIVERED AT OR IN CONNECTION WITH THE CLOSING. PURCHASER REPRESENTS TO SELLER THAT IT IS AN EXPERIENCED AND KNOWLEDGEABLE REAL ESTATE INVESTOR AND IS RELYING ON ITS OWN ANALYSIS AND INVESTIGATION OF THE PROPERTY. THE AS-IS NATURE OF THIS TRANSACTION IS A SIGNIFICANT FACTOR IN THE PARTIES AGREEING TO THE INSPECTION PERIOD AND STATED PURCHASE PRICE. This provision shall survive termination of the Agreement as well as 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 current actual knowledge, with no duty to investigate or inspect:

- (1) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than as previously disclosed to Purchaser.
- (2) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof.

4.02. The Property herein is being conveyed to Purchaser under threat of condemnation.

**ARTICLE V
CLOSING**

Closing Date

5.01. The Closing shall be held at the office of Texas National Title Company on or before March 1, 2024, or at such time, date, and place as Seller and Purchaser may otherwise agree, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the “Closing Date”).

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged Deed conveying good and indefeasible title to Williamson County, Texas in fee simple to all of the Property described in Exhibit A-1, a duly executed and acknowledged Drainage Easement conveying such interest to Williamson County, Texas in and across all of the Property described in Exhibit A-2, and a duly executed and acknowledged Electric Easement conveying such interest to LCRA Transmission Services Corporation to all of the Property described in Exhibit A-3, all free and clear of any and all monetary liens, restrictions and leases, 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. The Drainage Easement shall be in the form as shown in Exhibit "C" attached hereto and incorporated herein. The Electric Line Easement 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 Title Company to issue Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, in the Property Grantee's favor in the full amount of the Purchase Price, insuring Purchaser's contracted interests in and to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

- (a) The boundary and survey exceptions shall be deleted.
- (b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and
- (c) The exception as to the lien for taxes shall be limited to the year of Closing and shall be endorsed "Not Yet Due and Payable".
- (d) Deliver to Purchaser possession of the Property..

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 fee simple portion of the Property shall be prorated as of the Closing Date and shall be adjusted in cash and collected at the Closing. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation, but shall otherwise be the continuing obligation of Seller to fully satisfy. Agricultural roll-back taxes, if any, which directly result from the completion of this transaction and conveyance shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

- (1) Owner's Title Policy and survey to be paid by Purchaser.
- (2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.
- (3) All other closing costs shall be paid by Purchaser.
- (4) Attorney's fees paid by each respectively as incurred.

**ARTICLE VI
BREACH BY SELLER**

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

**ARTICLE VII
BREACH BY PURCHASER**

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the

Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made, then Seller shall receive the amount of \$500 as liquidated damages for any failure by Purchaser.

**ARTICLE VIII
MISCELLANEOUS**

Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

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

Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09 In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10 This Contract shall be effective as of the date it is approved by Williamson County, Texas which date is indicated beneath the County Judge's signature below.

Counterparts

8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

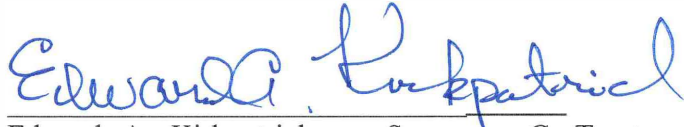
Access for Due Diligence Purposes

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 February 21, 2024 to enter the Property prior to Closing for the purpose of completing any and all necessary testing or preliminary investigation activities associated with the proposed Hero Way 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. To the extent allowed by law, Purchaser agrees to indemnify and hold Seller harmless from any and all claims that may arise or be asserted against Seller as a result of Purchaser's or Purchaser's contractors' or utility facility owners' presence upon the Property prior to Closing.

[signature pages follow]

SELLER:



Edward A. Kirkpatrick, as Successor Co-Trustee of the Albert R. Champion Exemption Equivalent Trust

Address: _____

Date: _____



John A. Kirkpatrick, as Successor Co-Trustee of the Albert R. Champion Exemption Equivalent Trust, and as Independent Executor of the Estate of Emogene M. Champion, Deceased

Date: _____

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr.
County Judge

Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

Date: _____

County: Williamson
Parcel: 314
Highway: FM 2243

METES & BOUNDS DESCRIPTION FOR PARCEL 314

METES & BOUNDS DESCRIPTION FOR A 11.327 ACRE TRACT OF LAND OUT OF THE TALBOT CHAMBERS SURVEY, ABSTRACT NO. 125, WILLIAMSON COUNTY, TEXAS; BEING A PORTION OF THE REMAINDER OF A CALLED 101 ACRE TRACT OF LAND AS CONVEYED TO EMOGENE M. CHAMPION, AS TRUSTEE OF THE ALBERT R. CHAMPION EXEMPTION EQUIVALENT TRUST BY EXECUTRIX'S SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2008083902 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 11.327 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS AND SHOWN ON THE ATTACHED SKETCH:

BEGINNING at an "X" chiseled in concrete found at the intersection of the north right-of-way line of Hero Way (f/k/a County Road 269) (width varies) (no deed of record found) and the east right-of-way line of County Road 270 (width varies) (no deed of record found), at the southwest corner of the above described Champion Tract, for the southwest corner and **POINT OF BEGINNING** of the herein described tract, from which a 1/2-inch iron rod found at the intersection of the north right-of-way line of said Hero Way and the west right-of-way line of said County Road 270, bears S 77°41'32" W a distance of 44.54 feet;

THENCE, with the east right-of-way line of said County Road 270 and the west line of said Champion Tract, N 17°45'49" W a distance of 95.99 feet to a 5/8-inch iron rod with cap stamped "SAM LLC" found for an angle point;

THENCE, generally along a fence, continuing with the east right-of-way line of said County Road 270 and the west line of said Champion Tract, N 21°08'22" W a distance of 303.11 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" (NAD-83, Central Zone Grid Coordinates: N: 10,187,232.05, E: 3,083,112.72) set for the beginning of a non-tangent curve to the right and the northwest corner of the herein described tract, 182.02 feet left of FM 2243 baseline station 119+00.72;

THENCE, departing the east right-of-way line of said County Road 270, over and across said Champion Tract, along said curve to the right, an arc distance of 9.53 feet, having a radius of 4,347.00 feet, a central angle of 00°07'32" and a chord which bears N 68°13'17" E a distance of 9.53 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set for an interior corner of the herein described tract, 182.74 feet left of FM 2243 baseline station 119+10.100;

THENCE, continuing over and across said Champion Tract, N 20°31'38" W a distance of 8.27 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 an exterior corner of the herein described tract, 191.00 feet left of FM 2243 baseline station 119+09.66;

THENCE, continuing over and across said Champion Tract, along said curve to the right, an arc distance of 503.92 feet, having a radius of 4,347.00 feet, a central angle of 06°38'31" and a chord which bears N 71°36'18" E a distance of 503.64 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set for an exterior corner of the herein described tract, 208.41 feet left of FM 2243 baseline station 124+05.99;

THENCE, continuing over and across said Champion Tract, S 15°05'03" E a distance of 8.23 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 an interior corner of the herein described tract, 200.18 feet left of FM 2243 baseline station 124+05.95;

THENCE, continuing over and across said Champion Tract, along said curve to the right, an arc distance of 34.69 feet, having a radius of 4,347.00 feet, a central angle of 00°27'26" and a chord which bears N 75°08'40" E a distance of 34.69 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set for a point of tangency, 199.89 feet left of FM 2243 baseline station 124+40.16;

THENCE, continuing over and across said Champion Tract, N 75°22'23" E a distance of 841.18 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set on the east line of said Champion Tract and the west line of a called 41.56 acre tract of land as conveyed to Hero Way Capital, LLC. by Special Warranty Deed with Vendor's Lien recorded in Document Number 2021121563 of the Official Public Records of Williamson County, Texas, for the northeast corner of the herein described tract, 199.00 feet left of FM 2243 baseline station 132+79.11, from which a 1/2-inch iron rod found on the east line of said Champion Tract and the west line of said Hero Way Capital Tract, bears N 21°28'57" W a distance of 281.89 feet;

THENCE, with the east line of said Champion Tract and the west line of said Hero Way Capital Tract, S 21°28'57" E, pass a found 5/8-inch iron rod with cap stamped "SAM LLC" at a distance of 176.09 feet, and continuing on for a total distance of 263.71 feet to a 5/8-inch iron rod with cap stamped "SAM INC" found on the north right-of-way line of said Hero Way, at the most easterly southeast corner of said Champion Tract and the southwest corner of said Hero Way Capital Tract, for the most easterly southeast corner of the herein described tract, from which a 1/2-inch iron rod found on the north right-of-way line of said Hero Way, bears N 68°45'55" E a distance of 86.85 feet;

THENCE, generally along a fence, with the north right-of-way line of said Hero Way and the south line of said Champion Tract, S 68°45'55" W a distance of 7.74 feet to a calculated point at a fence corner for an interior of the herein described tract;

THENCE, generally along a fence, continuing with the north right-of-way line of said Hero Way and the south line of said Champion Tract, S 03°53'32" W a distance of 18.25 feet to a calculated point at a fence corner, and at the most southerly southeast corner of said Champion Tract, for the most southerly southeast corner of the herein described tract;

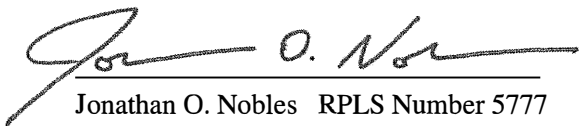
THENCE, generally along a fence, continuing with the north right-of-way line of said Hero Way and the south line of said Champion Tract, S 66°13'26" W a distance of 26.02 feet to a gate post found for an angle point;

THENCE, generally along a fence, continuing with the north right-of-way line of said Hero Way and the south line of said Champion Tract, S 68°55'01" W a distance of 488.01 feet to a gate post found for an angle point;

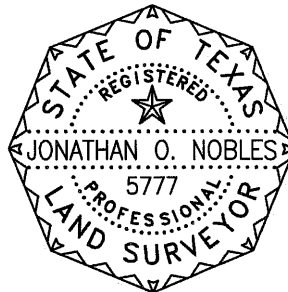
THENCE, generally along a fence, continuing with the north right-of-way line of said Hero Way and the south line of said Champion Tract, 69°12'16" W a distance of 859.84 feet to the **POINT OF BEGINNING** and containing 11.327 acres (493,401 square feet) of land, more or less.

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

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



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



08/16/2022
Date

Client: Williamson County
Date: August 16, 2022
Project Number: 7473-00

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

G:\TXC\Projects\County_Williamson\7473-00_RM_2243\06_Survey\04_Final\Drawings\7473-00_P314_EX1.dwg, 8/16/2022 11:27 AM, Stephen Barger

EMOGENE M. CHAMPION, TRUSTEE OF
THE ALBERT R. CHAMPION
EXCEPTION EQUIVALENT TRUST
REMAINDER OF A CALLED 101 ACRES
DOC. NO. 2008083902 O.P.R.W.C.

PARCEL 314E
PROPOSED 100'
ELECTRIC EASEMENT
C2

PARCEL 314 11.327 ACRES
493,401 SQUARE FEET

EMOGENE M. CHAMPION, TRUSTEE OF
THE ALBERT R. CHAMPION EXCEPTION
EQUIVALENT TRUST
REMAINDER OF A CALLED 101 ACRES
DOC. NO. 2008083902 O.P.R.W.C.

STA 119+09.66
191.00' LT

STA 119+10.10
182.74' LT

STA 119+00.72
182.02' LT
GRID COORDINATES
N: 10,187,232.05
E: 3,083,112.72

STA 124+05.99
208.41' LT

STA 124+05.95
200.18' LT

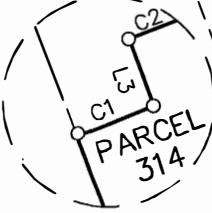
STA 124+40.16
199.89' LT

N75°22'23"E 841.18'

MATCHLINE PAGE 5 OF 6

SEE
DETAIL

DETAIL



JAMES G. VELCHOFF AND WIFE,
DEBORAH K. VELCHOFF
CALLED 10.00 ACRES
VOL. 2583, PG. 862 O.R.W.C. &
CORRECTED BY DOC. NO.
9550265 O.P.R.W.C.

"5/8" "SAM LLC"
"5/8" "SAM LLC"

P.O.B.

TEL. PED. AT&T
2-TEL. SIGN SWBT
APPROX. SURVEY LINE

3.10 ACRE ELEC. LINE ESMT.
DOC. NO. 2021147874 O.P.R.W.C.
[102]

ELIJAH D. HARMON
SURVEY, A-5

BOBBY GOLDEN AND WIFE,
CHRISTINE GOLDEN
CALLED 10.96 ACRES
VOL. 2018, PG. 708 O.R.W.C.

ARS DEVELOPERS LLC (95.28% INTEREST)
NIRVANA ESTATE HOLDINGS, LLC (4.72% INTEREST)
CALLED 10.60 ACRES
DOC. NO. 2021019907 O.P.R.W.C.

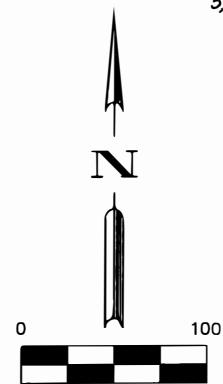
TALBOT CHAMBERS
SURVEY, A-125

S 69°12'16" W 859.84'

HERO WAY (F/K/A CR 289)

[S 71° W]

JNK PROPERTIES 1, LTD.
CALLED 12.819 ACRES
(TRACT 9)
DOC. NO. 2021182868 O.P.R.W.C.
AS DESCRIBED IN
DOC. NO. 2004099911 O.P.R.W.C.



BGE, Inc.
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TBPLS Licensed Surveying Firm No. 10106502

PARCEL PLAT
SHOWING PARCEL 314
11.327 ACRES
FM 2243
WILLIAMSON COUNTY, TEXAS

Scale: 1"=100'	Job No.: 7473-00	Date: 08/16/2022	Page: 4 of 7
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SKETCH TO ACCOMPANY LEGAL DESCRIPTION

G:\TXC\Projects\County_Williamson\7473-00_RM_2243-06_Survey\04_Finals\Drawings\7473-00_P314-EX1.dwg, 8/16/2022 11:27 AM, Stephen Barger

EMOGENE M. CHAMPION, TRUSTEE OF
THE ALBERT R. CHAMPION EXCEPTION
EQUIVALENT TRUST
REMAINDER OF A CALLED 101 ACRES
DOC. NO. 2008083902 O.P.R.W.C.

**TALBOT CHAMBERS
SURVEY, A-125**

PARCEL 314E
PROPOSED 100'
ELECTRIC EASEMENT

PARCEL 314 11.327 ACRES
493,401 SQUARE FEET

EMOGENE M. CHAMPION, TRUSTEE OF THE ALBERT
R. CHAMPION EXCEPTION EQUIVALENT TRUST
REMAINDER OF A CALLED 101 ACRES
DOC. NO. 2008083902 O.P.R.W.C.

STA 132+79.11
199.00' LT
INGRESS/EGRESS
ESMT.
VOL. 1163, PG. 554
O.R.W.C.

HERO WAY CAPITAL, LLC
CALLED 41.56 ACRES
DOC. NO. 2021121563 O.P.R.W.C.

MATCHLINE PAGE 4 OF 9

PROPOSED F.M. 2243 BASELINE

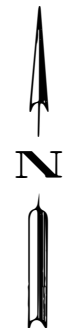
3.10 ACRE ELEC. LINE ESMT.
DOC. NO. 2021147874 O.P.R.W.C.

HERO WAY (F/K/A CR 269)

PRELUDE VENTURES LLC
CALLED 6.42 ACRES
DOC. NO. 2019005550 O.P.R.W.C.

JERRY WAYNE DROPTINI AND
WIFE, JAN DROPTINI
CALLED 4.95 ACRES
VOL. 1919, PG. 373 O.R.W.C.

JNK PROPERTIES 1, LTD.
P.P. W/G CALLED 19.9973 ACRES
(TRACT 6)
DOC. NO. 2021182868 O.P.R.W.C.
AS DESCRIBED IN
DOC. NO. 2004073246 O.P.R.W.C.



DOC. NO. 2019000260 O.P.R.W.C.
MAUCK PROPERTIES, LLC
CALLED 9.1084 ACRES

LIBERTY HEIGHTS
DOC. NO. 2020092083 O.P.R.W.C.
**ELIJAH D. HARMON
SURVEY, A-5**

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TBPLS Licensed Surveying Firm No. 10106502
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**PARCEL PLAT
SHOWING PARCEL 314
11.327 ACRES
FM 2243
WILLIAMSON COUNTY, TEXAS**

Scale: 1"=100'	Job No.: 7473-00	Date: 08/16/2022	Page: 5 of 7
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LEGEND

- B. BOLLARD
- C.H.W. CONCRETE HEADWALL
- CMP CORRUGATED METAL PIPE
- DOC. DOCUMENT
- E.C.R. ELECTRIC CONDUIT RISER
- ELEC. ELECTRIC
- ESMT. EASEMENT
- F.H. FIRE HYDRANT
- G.P. GATE POST
- G.R. GUARD RAIL
- M.H. MANHOLE
- NO. NUMBER
- O.P.R.W.C. OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY
- O.R.W.C. OFFICIAL RECORDS OF WILLIAMSON COUNTY
- PED. PEDESTAL
- PG. PAGE
- P.L.M. PIPELINE MARKER
- P.O.B. POINT OF BEGINNING
- P.P. POWER POLE
- RCP REINFORCED CONCRETE PIPE
- R.P. REFLECTOR POST
- R.O.W. RIGHT-OF-WAY
- SAN. SANITARY
- S.S. STOP SIGN
- S.V. SPRINKLER VALVE
- TEL. TELEPHONE
- T.L.S. TRAFFIC LIGHT SUPPORT
- TRANS. TRANSFORMER
- U.C.M. UNDERGROUND CABLE MARKER
- U.T.B. UNDERGROUND TELEPHONE BOX
- VOL. VOLUME
- V.P. VERTICAL PIPE
- W.M. WATER METER
- W.V. WATER VALVE
- () RECORD INFO FOR DOC. NO. 2021121563 O.P.R.W.C.
- [] RECORD INFO FOR DOC. NO 2008083902 O.P.R.W.C.
- FOUND 1/2" IRON ROD (UNLESS OTHERWISE NOTED)
- ✕ FOUND "X" CHISELED IN CONCRETE
- SET 1/2" IRON ROD W/CAP "WILCO ROW 5777"
- ⊛ FENCE CORNER/GATE POST
- x— WIRE FENCE
- METAL FENCE
- DHT— OVERHEAD TELEPHONE
- DHP— OVERHEAD POWER
- //— EDGE OF ASPHALT
- 10.2 SCHEDULE B ITEM

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	S 77°41'32" W	44.54'
L2	N 17°45'49" W	95.99'
L3	N 20°31'38" W	8.27'
L4	S 15°05'03" E	8.23'
L5	N 21°28'57" W	281.89'
L6	N 68°45'55" E	86.85'
L7	S 68°45'55" W	7.74'
L8	S 03°53'32" W	18.25'
L9	S 66°13'26" W	26.02'

CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	9.53'	4,347.00'	0°07'32"	N 68°13'17" E	9.53'
C2	503.92'	4,347.00'	6°38'31"	N 71°36'18" E	503.64'
C3	34.69'	4,347.00'	0°27'26"	N 75°08'40" E	34.69'



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 314
 11.327 ACRES
 FM 2243
 WILLIAMSON COUNTY, TEXAS

Scale: 1"=100'	Job No.: 7473-00	Date: 08/16/2022	Page: 6 of 7
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G:\TXC\Projects\County_Williamson\7473-00_RM_2243\06_Survey\04_Finals\Drawings\7473-00_P314_EX1.dwg, 8/16/2022 11:27 AM, Stephen Barger

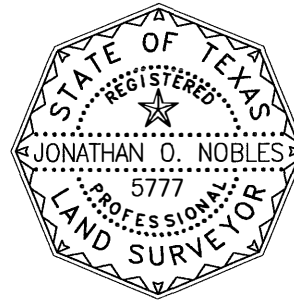
GENERAL NOTES:

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 TITLE RESOURCES GUARANTY COMPANY AND TEXAS NATIONAL TITLE, INC. UNDER G.F. NO. T-164929, DATED EFFECTIVE JULY 1, 2022 AND ISSUED ON JULY 12, 2022.

RESTRICTIVE COVENANT AND EASEMENT NOTES:

- 10.2 AN ELECTRIC TRANSMISSION LINE EASEMENT GRANTED TO LCRA TRANSMISSION SERVICES CORPORATION AS DESCRIBED IN DOCUMENT NO. 2021147874, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.
- 10.3 AN INGRESS/EGRESS EASEMENT AS DESCRIBED IN VOLUME 1163, PAGE 554, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.
- 10.5 ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN WATER RIGHT AGREEMENT OF RECORD IN VOLUME 1346, PAGE 585, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT.
- 10.6 ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN DEVELOPMENT AGREEMENT OF RECORD IN DOCUMENT NO. 2010083085, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT.
- 10.7 ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN DEVELOPMENT AGREEMENT OF RECORD IN DOCUMENT NO. 2016058231, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS. FURTHER AFFECTED BY ADDENDUM TO THE DEVELOPMENT AGREEMENT RECORDED IN DOCUMENT NO. 2016058230, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DO NOT 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.



08/16/2022

Jonathan O. Nobles

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 PARCEL 314
 11.327 ACRES
 FM 2243
 WILLIAMSON COUNTY, TEXAS**

Scale: 1"=100'	Job No.: 7473-00	Date: 08/16/2022	Page: 7 of 7
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County: Williamson
Parcel: 314D
Highway: FM 2243

METES & BOUNDS DESCRIPTION FOR EASEMENT PARCEL 314D

METES & BOUNDS DESCRIPTION FOR A 0.005 ACRE TRACT OF LAND OUT OF THE TALBOT CHAMBERS SURVEY, ABSTRACT NO. 125, WILLIAMSON COUNTY, TEXAS; BEING A PORTION OF THE REMAINDER OF A CALLED 101 ACRE TRACT OF LAND AS CONVEYED TO EMOGENE M. CHAMPION, AS TRUSTEE OF THE ALBERT R. CHAMPION EXEMPTION EQUIVALENT TRUST BY EXECUTRIX'S SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2008083902 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 0.005 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 an "X" chiseled in concrete found at the intersection of the north right-of-way line of Hero Way (f/k/a County Road 269) (width varies) (no deed of record found) and the east right-of-way line of County Road 270 (width varies) (no deed of record found), at the southwest corner of the above described Champion Tract, from which a 1/2-inch iron rod found at the intersection of the north right-of-way line of said Hero Way and the west right-of-way line of said County Road 270, bears S 77°41'32" W a distance of 44.54 feet; Thence, over and across said Champion Tract, N 09°33'37" E a distance of 469.58 feet to a calculated point (NAD-83, Central Zone Grid Coordinates: N: 10,187,320.98, E: 3,083,329.29) for the southwest corner and **POINT OF BEGINNING** of the herein described tract, 203.78 feet left of FM 2243 baseline station 121+30.70;

THENCE, continuing over and across said Champion Tract, N 18°33'46" W a distance of 6.73 feet to a calculated point at the beginning of a non-tangent curve to the right, for the northwest corner of the herein described tract;

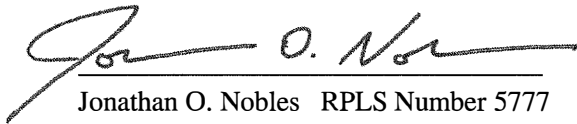
THENCE, continuing over and across said Champion Tract, along said curve to the right, an arc distance of 30.00 feet, having a radius of 4,362.00 feet, a central angle of 00°23'39" and a chord which bears N 71°26'14" E a distance of 30.00 feet to a calculated point for the northeast corner of the herein described tract;

THENCE, continuing over and across said Champion Tract, S 18°33'46" E a distance of 6.73 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, 204.88 feet left of FM 2243 baseline station 121+60.25;

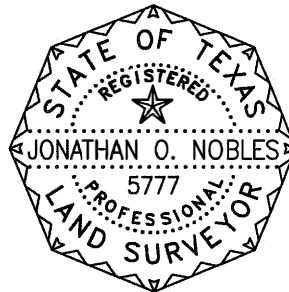
THENCE, continuing over and across said Champion Tract, along said curve to the left, an arc distance of 30.00 feet, having a radius of 4,347.00 feet, a central angle of 00°23'44" and a chord which bears S 71°26'28" W a distance of 30.00 feet to the **POINT OF BEGINNING** and containing 0.005 acre (202 square feet) of land, more or less.

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

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



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



10/04/2022

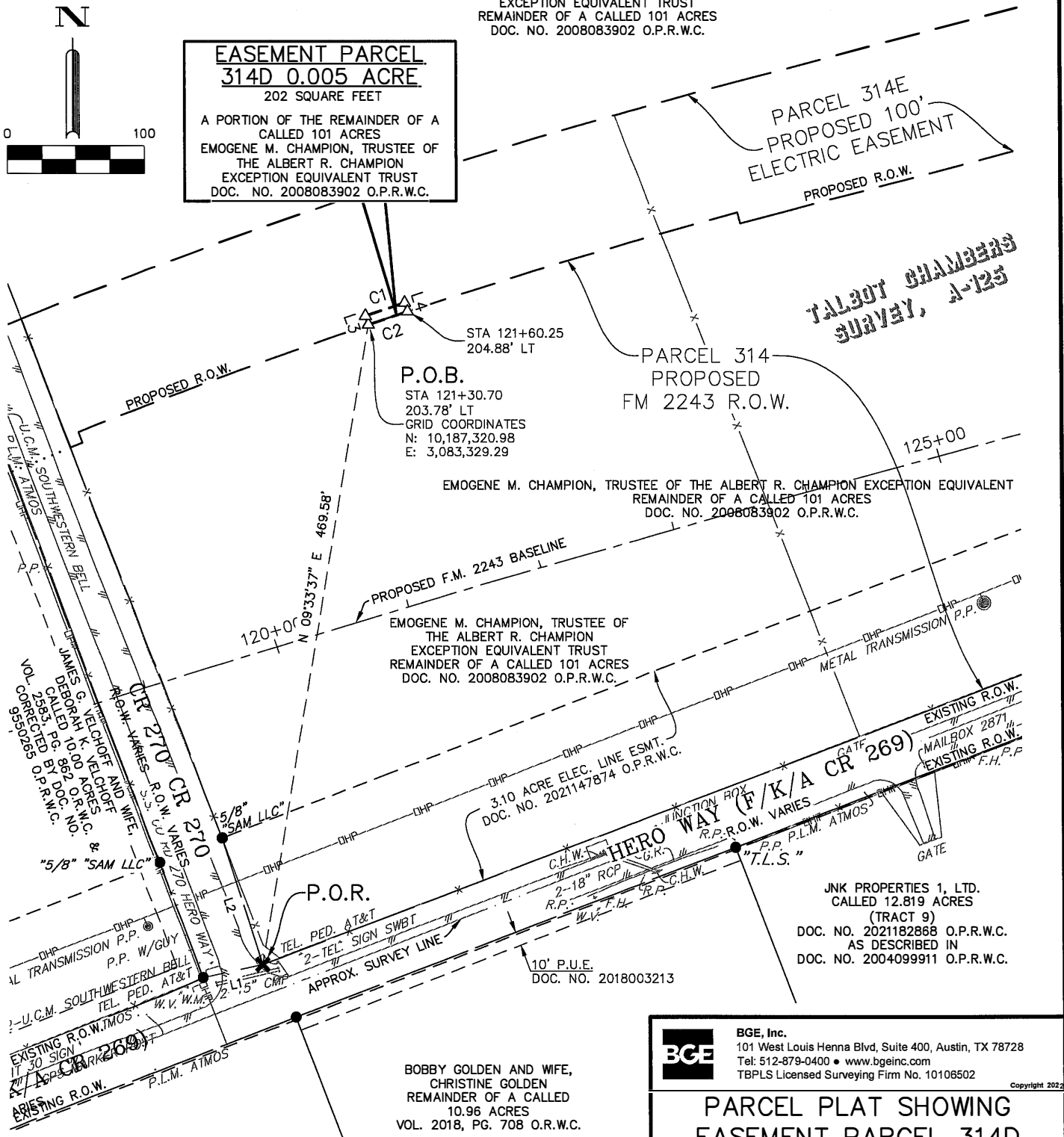
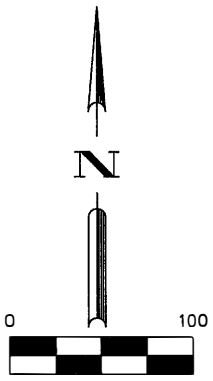
Date

Client: Williamson County
Date: October 4, 2022
Project Number: 7473-00

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

EMOGENE M. CHAMPION, TRUSTEE OF
THE ALBERT R. CHAMPION
EXCEPTION EQUIVALENT TRUST
REMAINDER OF A CALLED 101 ACRES
DOC. NO. 2008083902 O.P.R.W.C.

EASEMENT PARCEL
314D 0.005 ACRE
202 SQUARE FEET
A PORTION OF THE REMAINDER OF A
CALLED 101 ACRES
EMOGENE M. CHAMPION, TRUSTEE OF
THE ALBERT R. CHAMPION
EXCEPTION EQUIVALENT TRUST
DOC. NO. 2008083902 O.P.R.W.C.



TALBOT CHAMBERS
SURVEY, A-125

BOBBY GOLDEN AND WIFE,
CHRISTINE GOLDEN
REMAINDER OF A CALLED
10.96 ACRES
VOL. 2018, PG. 708 O.R.W.C.

JNK PROPERTIES 1, LTD.
CALLED 12.819 ACRES
(TRACT 9)
DOC. NO. 2021182868 O.P.R.W.C.
AS DESCRIBED IN
DOC. NO. 2004099911 O.P.R.W.C.

ARS DEVELOPERS LLC (95.28% INTEREST)
NIRVANA ESTATE HOLDINGS, LLC (4.72% INTEREST)
CALLED 10.60 ACRES
DOC. NO. 2021019907 O.P.R.W.C.

ELLEN G. HAMILTON
SURVEY, A-1

BGE, Inc.
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Tel: 512-879-0400 • www.bgeinc.com
TBPLS Licensed Surveying Firm No. 10106502
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PARCEL PLAT SHOWING
EASEMENT PARCEL 314D
0.005 ACRE
FM 2243
WILLIAMSON COUNTY, TEXAS

Scale: 1"=100'	Job No.: 7473-00	Date: 10/04/2022	Page: 3 of 4
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LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	S 77°41'32" W	44.54'
L2	N 17°45'49" W	95.99'
L3	N 18°33'46" W	6.73'
L4	S 18°33'46" E	6.73'

CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	30.00'	4,362.00'	0°23'39"	N 71°26'14" E	30.00'
C2	30.00'	4,347.00'	0°23'44"	S 71°26'28" W	30.00'

LEGEND

- B. BOLLARD
- C.H.W. CONCRETE HEADWALL
- CMP CORRUGATED METAL PIPE
- DOC. DOCUMENT
- E.C.R. ELECTRIC CONDUIT RISER
- ELEC. ELECTRIC
- ESMT. EASEMENT
- F.H. FIRE HYDRANT
- G.P. GATE POST
- G.R. GUARD RAIL
- M.H. MANHOLE
- NO. NUMBER
- O.P.R.W.C. OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY
- O.R.W.C. OFFICIAL RECORDS OF WILLIAMSON COUNTY
- PED. PEDESTAL
- PG. PAGE
- P.L.M. PIPELINE MARKER
- P.O.B. POINT OF BEGINNING
- P.O.R. POINT OF REFERENCE
- P.P. POWER POLE
- RCP REINFORCED CONCRETE PIPE
- R.P. REFLECTOR POST
- R.O.W. RIGHT-OF-WAY
- SAN. SANITARY
- S.S. STOP SIGN
- S.V. SPRINKLER VALVE
- TEL. TELEPHONE
- T.L.S. TRAFFIC LIGHT SUPPORT
- TRANS. TRANSFORMER
- U.C.M. UNDERGROUND CABLE MARKER
- U.T.B. UNDERGROUND TELEPHONE BOX
- VOL. VOLUME
- V.P. VERTICAL PIPE
- W.M. WATER METER
- W.V. WATER VALVE
- () RECORD INFO FOR DOC. NO. 2021121563 O.P.R.W.C.
- [] RECORD INFO FOR DOC. NO. 2008083902 O.P.R.W.C.
- FOUND 1/2" IRON ROD (UNLESS OTHERWISE NOTED)
- ✕ FOUND "X" CHISELED IN CONCRETE
- SET 1/2" IRON ROD W/CAP "WILCO ROW 5777"
- SET 1/2" IRON ROD W/CAP "BGE INC"
- x— WIRE FENCE
- METAL FENCE
- HT— OVERHEAD TELEPHONE
- HP— OVERHEAD POWER
- //— EDGE OF ASPHALT

 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			
PARCEL PLAT SHOWING EASEMENT PARCEL 314D 0.005 ACRES FM 2243 WILLIAMSON COUNTY, TEXAS			
Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	10/04/2022	4 of 4

County: Williamson
Parcel: 314E
Highway: FM 2243

METES & BOUNDS DESCRIPTION FOR EASEMENT PARCEL 314E

METES & BOUNDS DESCRIPTION FOR A 3.091 ACRE TRACT OF LAND OUT OF THE TALBOT CHAMBERS SURVEY, ABSTRACT NO. 125, WILLIAMSON COUNTY, TEXAS; BEING A PORTION OF THE REMAINDER OF A CALLED 101 ACRE TRACT OF LAND AS CONVEYED TO EMOGENE M. CHAMPION, AS TRUSTEE OF THE ALBERT R. CHAMPION EXEMPTION EQUIVALENT TRUST BY EXECUTRIX'S SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2008083902 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 3.091 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 an "X" chiseled in concrete found at the intersection of the north right-of-way line of Hero Way (f/k/a County Road 269) (width varies) (no deed of record found) and the east right-of-way line of County Road 270 (width varies) (no deed of record found), at the southwest corner of the above described Champion Tract, from which a 1/2-inch iron rod found at the intersection of the north right-of-way line of said Hero Way and the west right-of-way line of said County Road 270, bears S 77°41'32" W a distance of 44.54 feet; Thence, with the east right-of-way line of said County Road 270 and the west line of said Champion Tract, N 17°45'49" W a distance of 95.99 feet to a 5/8-inch iron rod with cap stamped "SAM LLC" found for an angle point; Thence, generally along a fence, continuing with the east right-of-way line of said County Road 270 and the west line of said Champion Tract, N 21°08'22" W a distance of 303.11 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" (NAD-83, Central Zone Grid Coordinates: N: 10,187,232.05, E: 3,083,112.72) set for the southwest corner and **POINT OF BEGINNING** of the herein described tract;

THENCE, generally along a fence, continuing with the east right-of-way line of said County Road 270 and the west line of said Champion Tract, N 21°08'22" W a distance of 100.01 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 northwest corner of the herein described tract, 281.82 feet left of FM 2243 baseline station 118+94.42;

THENCE, departing the east right-of-way line of said County Road 270, over and across said Champion Tract, along said curve to the right, an arc distance of 558.73 feet, having a radius of 4,447.00 feet, a central angle of 07°11'56" and a chord which bears N 71°46'25" E a distance of 558.36 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set for a point of tangency, 299.88 feet left of FM 2243 baseline station 124+41.25;

THENCE, continuing over and across said Champion Tract, N 75°22'23" E a distance of 829.16 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set on the east line of said Champion Tract and the west line of a called 41.56 acre tract of land as conveyed to Hero Way Capital, LLC by Special Warranty Deed with Vendor's Lien recorded in Document Number 2021121563 of the Official Public Records of Williamson County, Texas, for the northeast corner of the herein described tract, 299.00 feet left of FM 2243 baseline station 132+67.09, from which a 1/2-inch iron rod found on the east line of said Champion Tract and the west line of said Hero Way Capital Tract, bears N 21°28'57" W a distance of 181.17 feet;

THENCE, with the east line of said Champion Tract and the west line of said Hero Way Capital Tract, S 21°28'57" E a distance of 100.72 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set for the southeast corner of the herein described tract, 199.00 feet left of FM 2243 baseline station 132+79.11, from which a 5/8-inch iron rod with cap stamped "SAM INC" found on the north right-of-way line of said Hero Way, at the most easterly southeast corner of said Champion Tract and the southwest corner of said Hero Way Capital Tract, bears S 21°28'57" E a distance of 263.71 feet;

THENCE, departing the west line of said Hero Way Capital Tract, over and across said Champion Tract, S 75°22'23" W a distance of 841.18 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, 199.89 feet left of FM 2243 baseline station 124+40.16;

THENCE, continuing over and across said Champion Tract, along said curve to the left, an arc distance of 34.69 feet, having a radius of 4,347.00 feet, a central angle of 00°27'26" and a chord which bears S 75°08'40" W a distance of 34.69 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set for an exterior corner of the herein described tract, 200.18 feet left of FM 2243 baseline station 124+05.95;

THENCE, continuing over and across said Champion Tract, N 15°05'03" W a distance of 8.23 feet set to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" for the beginning of a non-tangent curve to the left and an interior corner of the herein described tract, 208.41 feet left of FM 2243 baseline station 124+05.99;

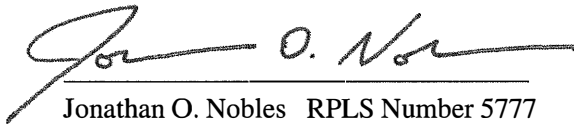
THENCE, continuing over and across said Champion Tract, along said curve to the left, an arc distance of 503.92 feet, having a radius of 4,347.00 feet, a central angle of 06°38'31" and a chord which bears S 71°36'18" W a distance of 503.64 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set for an interior corner of the herein described tract, 191.00 feet left of FM 2243 baseline station 119+09.66;

THENCE, continuing over and across said Champion Tract, S 20°31'38" E a distance of 8.27 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 and an exterior corner of the herein described tract, 182.74 feet left of FM 2243 baseline station 119+10.10;

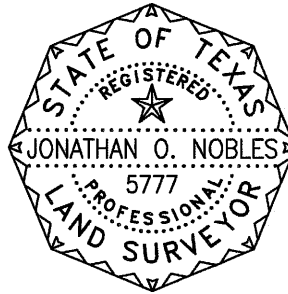
THENCE, continuing over and across said Champion Tract, along said curve to the left, an arc distance of 9.53 feet, having a radius of 4,347.00 feet, a central angle of 00°07'32" and a chord which bears S 68°13'17" W a distance of 9.53 feet to the **POINT OF BEGINNING** and containing 3.091 acres (134,662 square feet) of land, more or less.

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

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



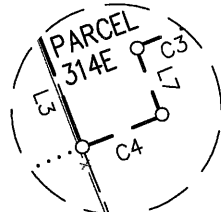
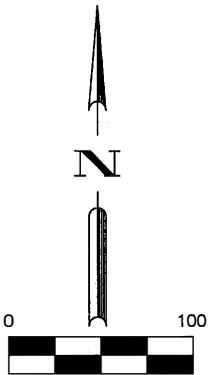
Jonathan O. Nobles RPLS Number 5777
BGE, Inc.
101 West Louis Henna Blvd., Suite 400
Austin, TX 78728
Telephone: 512-879-0400
TBPELS Licensed Surveying Firm Number 10106502



08/16/2022
Date

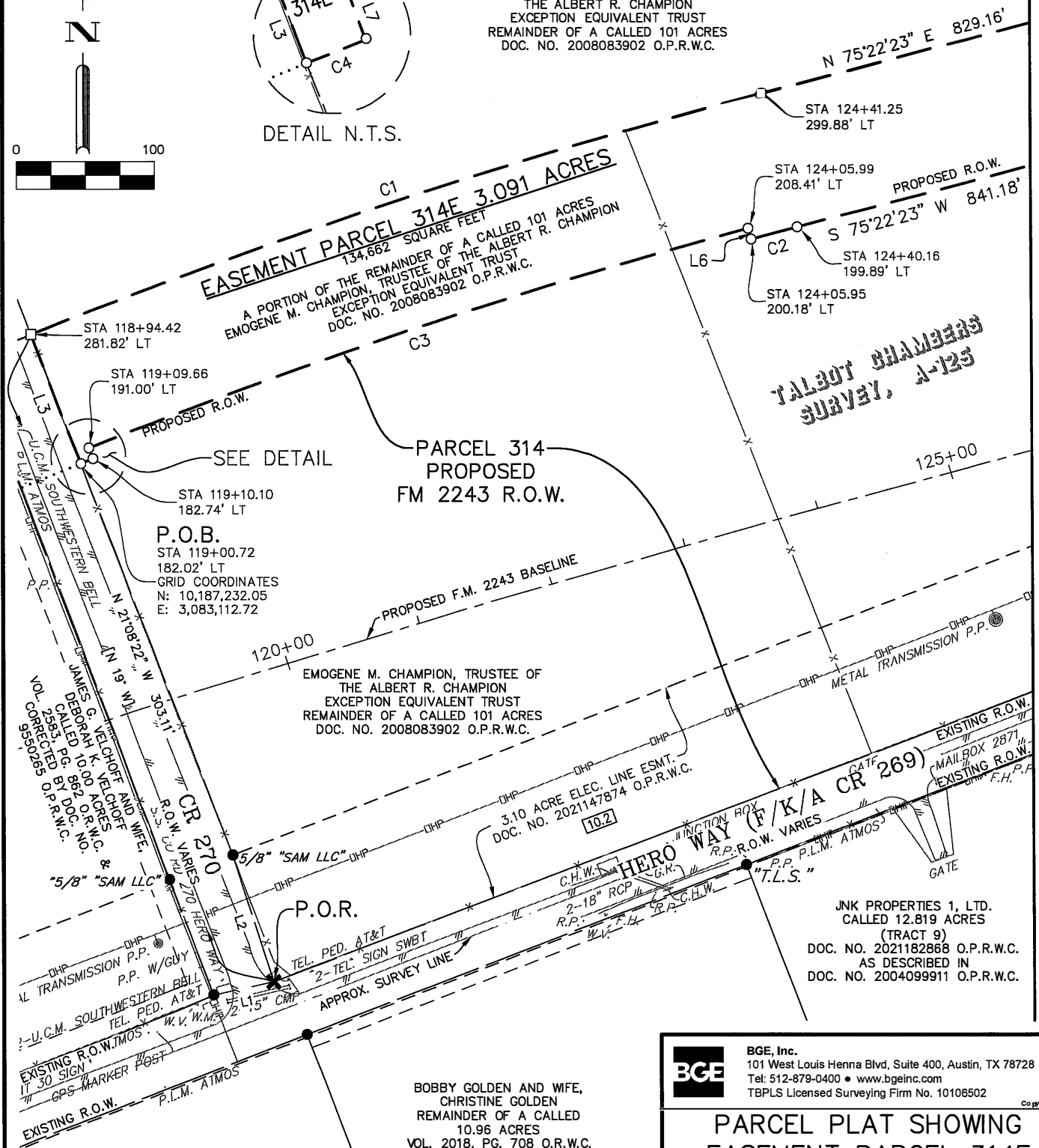
Client: Williamson County
Date: August 16, 2022
Project Number: 7473-00

SKETCH TO ACCOMPANY LEGAL DESCRIPTION



DETAIL N.T.S.

EMOGENE M. CHAMPION, TRUSTEE OF
THE ALBERT R. CHAMPION
EXCEPTION EQUIVALENT TRUST
REMAINDER OF A CALLED 101 ACRES
DOC. NO. 2008083902 O.P.R.W.C.



**TALBOT CHAMBERS
SURVEY, A-135**

MATCHLINE PAGE 5 OF 6

ARS DEVELOPERS LLC (95.28% INTEREST)
NIRVANA ESTATE HOLDINGS, LLC (4.72% INTEREST)
CALLED 10.60 ACRES
DOC. NO. 2021019907 O.P.R.W.C.

BOBBY GOLDEN AND WIFE,
CHRISTINE GOLDEN
REMAINDER OF A CALLED
10.96 ACRES
VOL. 2018, PG. 708 O.R.W.C.

**ELIJAH D. HARMON
SURVEY, A-8**

JNK PROPERTIES 1, LTD.
CALLED 12.819 ACRES
(TRACT 9)
DOC. NO. 2021182868 O.P.R.W.C.
AS DESCRIBED IN
DOC. NO. 2004099911 O.P.R.W.C.

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TBPLS Licensed Surveying Firm No. 10106502

**PARCEL PLAT SHOWING
EASEMENT PARCEL 314E
3.091 ACRES
FM 2243
WILLIAMSON COUNTY, TEXAS**

Scale: 1"=100'	Job No.: 7473-00	Date: 08/16/2022	Page: 4 of 7
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SKETCH TO ACCOMPANY LEGAL DESCRIPTION

**TALBOT CHAMBERS
SURVEY, A-123**

EMOGENE M. CHAMPION, TRUSTEE OF THE ALBERT
R. CHAMPION EXCEPTION EQUIVALENT TRUST
REMAINDER OF A CALLED 101 ACRES
DOC. NO. 2008083902 O.P.R.W.C.

EASEMENT PARCEL 314E 3.091 ACRES
134,662 SQUARE FEET
A PORTION OF THE REMAINDER OF A CALLED 101 ACRES
EMOGENE M. CHAMPION, TRUSTEE OF THE ALBERT R. CHAMPION
EXCEPTION EQUIVALENT TRUST
DOC. NO. 2008083902 O.P.R.W.C.

EMOGENE M. CHAMPION, TRUSTEE OF
THE ALBERT R. CHAMPION
EXCEPTION EQUIVALENT TRUST
REMAINDER OF A CALLED 101 ACRES
DOC. NO. 2008083902 O.P.R.W.C.

PARCEL 314
PROPOSED
FM 2243 R.O.W.

MATCHLINE PAGE 4 OF 6

HERO WAY CAPITAL, LLC
CALLED 41.95 ACRES
DOC. NO. 2021121593 O.P.R.W.C.

U.C.M. SOUTHWESTERN BELL
CATTLE GUARD
WATER CONNECTION
SAN. M.H. GATE

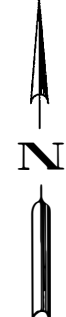
JERRY WAYNE DROPTINI
AND WIFE, JAN DROPTINI
CALLED 4.95 ACRES
VOL. 1919, PG. 373
O.R.W.C.

LIBERTY HEIGHTS
DOC. NO. 2020092083 O.P.R.W.C.

HERO WAY (F/K/A CR 269)
R.O.W. VARIES

JNK PROPERTIES 1, LTD.
CALLED 12.819 ACRES
(TRACT 9)
DOC. NO. 2021182868 O.P.R.W.C.
AS DESCRIBED IN
DOC. NO. 2004099911 O.P.R.W.C.

**ELIJAH D. HARMON
SURVEY, A-3**



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**PARCEL PLAT SHOWING
EASEMENT PARCEL 314E
3.091 ACRES
FM 2243
WILLIAMSON COUNTY, TEXAS**

Scale: 1"=100'	Job No.: 7473-00	Date: 08/16/2022	Page: 5 of 7
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LEGEND

- B. BOLLARD
- C.H.W. CONCRETE HEADWALL
- CMP CORRUGATED METAL PIPE
- DOC. DOCUMENT
- E.C.R. ELECTRIC CONDUIT RISER
- ELEC. ELECTRIC
- ESMT. EASEMENT
- F.H. FIRE HYDRANT
- G.P. GATE POST
- G.R. GUARD RAIL
- M.H. MANHOLE
- NO. NUMBER
- O.P.R.W.C. OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY
- O.R.W.C. OFFICIAL RECORDS OF WILLIAMSON COUNTY
- PED. PEDESTAL
- PG. PAGE
- P.L.M. PIPELINE MARKER
- P.O.B. POINT OF BEGINNING
- P.O.R. POINT OF REFERENCE
- P.P. POWER POLE
- RCP REINFORCED CONCRETE PIPE
- R.P. REFLECTOR POST
- R.O.W. RIGHT-OF-WAY
- SAN. SANITARY
- S.S. STOP SIGN
- S.V. SPRINKLER VALVE
- TEL. TELEPHONE
- T.L.S. TRAFFIC LIGHT SUPPORT
- TRANS. TRANSFORMER
- U.C.M. UNDERGROUND CABLE MARKER
- U.T.B. UNDERGROUND TELEPHONE BOX
- VOL. VOLUME
- V.P. VERTICAL PIPE
- W.M. WATER METER
- W.V. WATER VALVE
- () RECORD INFO FOR DOC. NO. 2021121563 O.P.R.W.C.
- [] RECORD INFO FOR DOC. NO 2008083902 O.P.R.W.C.
- FOUND 1/2" IRON ROD (UNLESS OTHERWISE NOTED)
- ✕ FOUND "X" CHISELED IN CONCRETE
- SET 1/2" IRON ROD W/CAP "WILCO ROW 5777"
- SET 1/2" IRON ROD W/CAP "BGE INC"
- x— WIRE FENCE
- METAL FENCE
- DHT— OVERHEAD TELEPHONE
- DHP— OVERHEAD POWER
- //— EDGE OF ASPHALT
- 10.2 SCHEDULE B ITEM

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	N 77°41'32" E	44.54'
L2	N 17°45'49" W	95.99'
L3	N 21°08'22" W	100.01'
L4	N 21°28'57" W	181.17'
L5	S 21°28'57" E	100.72'
L6	N 15°05'03" W	8.23'
L7	S 20°31'38" E	8.27'

CURVE TABLE

NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	558.73'	4,447.00'	7°11'56"	N 71°46'25" E	558.36'
C2	34.69'	4,347.00'	0°27'26"	S 75°08'40" W	34.69'
C3	503.92'	4,347.00'	6°38'31"	S 71°36'18" W	503.64'
C4	9.53'	4,347.00'	0°07'32"	S 68°13'17" W	9.53'



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 TBPLS Licensed Surveying Firm No. 10106502

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**PARCEL PLAT SHOWING
 EASEMENT PARCEL 314E
 3.091 ACRES
 FM 2243
 WILLIAMSON COUNTY, TEXAS**

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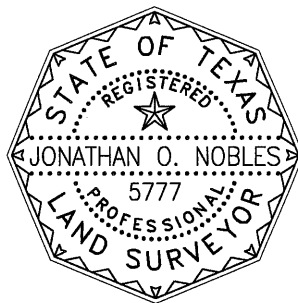
GENERAL NOTES:

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 TITLE RESOURCES GUARANTY COMPANY AND TEXAS NATIONAL TITLE, INC. UNDER G.F. NO. T-164929, DATED EFFECTIVE JULY 1, 2022 AND ISSUED ON JULY 12, 2022.

RESTRICTIVE COVENANT AND EASEMENT NOTES:

- 10.2 AN ELECTRIC TRANSMISSION LINE EASEMENT GRANTED TO LCRA TRANSMISSION SERVICES CORPORATION AS DESCRIBED IN DOCUMENT NO. 2021147874, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.
- 10.3 AN INGRESS/EGRESS EASEMENT AS DESCRIBED IN VOLUME 1163, PAGE 554, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.
- 10.5 ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN WATER RIGHT AGREEMENT OF RECORD IN VOLUME 1346, PAGE 585, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT.
- 10.6 ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN DEVELOPMENT AGREEMENT OF RECORD IN DOCUMENT NO. 2010083085, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT.
- 10.7 ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN DEVELOPMENT AGREEMENT OF RECORD IN DOCUMENT NO. 2016058231, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS. FURTHER AFFECTED BY ADDENDUM TO THE DEVELOPMENT AGREEMENT RECORDED IN DOCUMENT NO. 2016058230, 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.



08/16/2022

Jonathan O. Nobles

 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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PARCEL PLAT SHOWING EASEMENT PARCEL 314E 3.091 ACRES FM 2243 WILLIAMSON COUNTY, TEXAS			
Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	08/16/2022	7 of 7

EXHIBIT "B"

Parcel 314

DEED

Hero Way/RM 2243 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 **EDWARD A. KIRKPATRICK, AS SUCCESSOR CO-TRUSTEE OF THE ALBERT R. CHAMPION EXEMPTION EQUIVALENT TRUST, AND JOHN A. KIRKPATRICK, AS SUCCESSOR CO-TRUSTEE OF THE ALBERT R. CHAMPION EXEMPTION EQUIVALENT TRUST, AND AS INDEPENDENT EXECUTOR OF THE ESTATE OF EMOGENE M. CHAMPION, 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 or parcel of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows (the "Property"):

Being a 11.327 acre tract, more or less, out of the Talbot Chambers Survey, Abstract No. 125, Williamson County, Texas; and being more fully described by metes and bounds in Exhibit "A" attached hereto and incorporated herein **(Parcel 314)**.

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 and/or the State of 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 Grantee's public roadway facilities and 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.

The Property described herein is being conveyed in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 2024.

[signature pages follow]

GRANTOR:

John A. Kirkpatrick, as Successor Co-Trustee of the Albert R. Champion Exemption Equivalent Trust,
and as Independent Executor of the Estate of Emogene M. Champion, Deceased

ACKNOWLEDGMENT

STATE OF TEXAS

§

COUNTY OF WILLIAMSON

§

§

This instrument was acknowledged before me on this the ____ day of _____, 2024
by John A. Kirkpatrick, in the capacity and for the purposes and consideration recited herein.

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:

EXHIBIT "C"

DRAINAGE EASEMENT

Hero Way

THE STATE OF TEXAS

,

KNOW ALL BY THESE PRESENTS:

COUNTY OF WILLIAMSON

,

That **EDWARD A. KIRKPATRICK, AS SUCCESSOR CO-TRUSTEE OF THE ALBERT R. CHAMPION EXEMPTION EQUIVALENT TRUST, AND JOHN A. KIRKPATRICK, AS SUCCESSOR CO-TRUSTEE OF THE ALBERT R. CHAMPION EXEMPTION EQUIVALENT TRUST, AND AS INDEPENDENT EXECUTOR OF THE ESTATE OF EMOGENE M. CHAMPION, DECEASED**, their successors and assigns, hereinafter referred to as Grantor (whether one or more), for and in consideration of the sum of Ten and No/100 (\$10.00) Dollars cash in hand paid and other good and valuable consideration paid to Grantor by **WILLIAMSON COUNTY, TEXAS**, its agents and assigns, hereinafter referred to as Grantee, receipt of which consideration is hereby acknowledged, has GRANTED, SOLD and CONVEYED, and by these premises does hereby GRANT, SELL and CONVEY unto Grantee a perpetual easement interest in, on, over, upon, above and across the following property ("Property"):

All of that certain 0.005 acre tract of land out of the Talbot Chambers Survey, Abstract No. 125, Williamson County, Texas; said tract further described by metes and bounds in Exhibit "C" attached hereto and incorporated herein (**Parcel 314DE**).

The perpetual easement, rights and privileges herein granted shall be used for the purposes of opening, constructing and maintaining a permanent drainage way and/or channel, along with any structures, pipes and grading which may be necessary to facilitate the proper drainage of the adjacent property and roadway facilities, in, along, upon and across said premises described in Exhibits "A-B" together with the right and privilege at all times of the Grantee herein, its agents, employees and representatives of ingress and egress to and from said premises for the purpose of making any improvements, modifications or repairs which Grantee deems necessary.

The perpetual easement, right-of-way, rights and privileges herein granted shall also encompass the right of Grantee to trim, cut, fell and remove therefrom all trees, underbrush, vegetation, and obstructions, structures or obstacles within the limits of the Property, but only such as necessary to carry out the purposes of the easement; reserving to the landowners and their heirs and assigns, however, all such rights and privileges as may be used without interfering with or abridging the rights and purposes of the Easement herein acquired by Grantee.

To the extent allowed by law, Grantee shall indemnify Grantor against any loss and damage which shall be caused by the exercise of the rights of ingress and egress or by any wrongful or negligent act or omission of Grantee's agents or employees in the course of their employment. Grantee shall be responsible for the correction of, or compensation for, any damage to Grantor's property which is the result of actions outside the granted purposes of this easement.

TO HAVE AND TO HOLD the same, in perpetuity, in and to Grantee, and its successors and assigns, together with all and singular all usual and customary rights thereto in anywise belonging, and together with the right and privilege at any and all times to enter said premises, or any part thereof, for the purpose of constructing or maintaining said drainage way and for making connections therewith.

And Grantor does hereby bind his heirs, executors, administrators and assigns to WARRANT AND FOREVER DEFEND, all and singular, the said premises unto Williamson County, Texas, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This grant is subject to any 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. The perpetual easement, right-of-way, rights and privileges granted herein are non-exclusive, however Grantor, its successors and assigns covenant not to convey any other easement or conflicting rights within, or otherwise use for drainage purposes, the premises covered by this grant that interfere with the purpose or function of any improvements or modifications placed thereon, or the maintenance of the surface of the Property for the conveyance of stormwater drainage, without the express written consent of Grantee, which consent shall not be unreasonably withheld.

EXECUTED on this the ____ day of _____, 2024.

[signature page follows]

EXHIBIT "D"

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVERS LICENSE NUMBER.

ELECTRIC LINE EASEMENT AND RIGHT-OF-WAY

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

DATE: _____, 2024

GRANTOR: EDWARD A. KIRKPATRICK, AS SUCCESSOR CO-TRUSTEE OF THE ALBERT R. CHAMPION EXEMPTION EQUIVALENT TRUST, AND JOHN A. KIRKPATRICK, AS SUCCESSOR CO TRUSTEE OF THE ALBERT R. CHAMPION EXEMPTION EQUIVALENT TRUST, AND AS INDEPENDENT EXECUTOR OF THE ESTATE OF EMOGENE M. CHAMPION, DECEASED

GRANTOR'S MAILING ADDRESS:

GRANTEE: LCRA TRANSMISSION SERVICES CORPORATION, a Texas non-profit corporation

GRANTEE'S MAILING ADDRESS: P. O. Box 220
Austin, Texas 78767

CONSIDERATION: Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

EASEMENT PROPERTY: A tract of land consisting of 3.091 acres, more or less, more particularly described in the attached Exhibit 1, which includes field note description and plat, incorporated herein for all purposes.

PROJECT: Electric transmission line or lines consisting of a variable number and sizes of wires and circuits, and all necessary or desirable appurtenances (including but not limited to insulators and above-ground supporting structures made of wood, metal, or other materials). The Project may also include communication lines and facilities appurtenant to them.

1. GRANTOR, for the CONSIDERATION paid to GRANTOR, hereby grants, sells, and conveys to GRANTEE an easement and right-of-way on, over, upon, under, and across the EASEMENT PROPERTY, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to GRANTEE and GRANTEE'S successors and assigns forever. The Easement, right-of-way, rights, and privileges herein granted shall be used for the purposes of constructing, placing, operating, maintaining, reconstructing, replacing, rebuilding, upgrading, removing, inspecting, patrolling, or repairing the PROJECT, or any part of the PROJECT, and making connections therewith.
2. GRANTEE shall have the right of ingress and egress at all times upon and across the EASEMENT PROPERTY for the above stated purposes. In the event that immediate access to the EASEMENT PROPERTY is not reasonably available over the EASEMENT PROPERTY, and only in that event, then GRANTEE shall have the right of ingress and egress over existing roads across the adjacent or remainder property of GRANTOR for the purpose of obtaining such access. In the event that such access is not reasonably available over the EASEMENT PROPERTY and not available over existing roads, and only in that event, GRANTEE shall have the right of reasonable ingress and egress over the adjacent property of GRANTOR along any route that is reasonable and appropriate under the circumstances then existing in order to obtain such access. GRANTEE shall have the right to install and maintain appropriate gates along and in any fence, as necessary or appropriate for the exercise of GRANTEE'S right of ingress and egress on the EASEMENT PROPERTY or adjacent property of GRANTOR.

GRANTEE shall have the right to place any number of poles, towers, guys or other ground-based support structures permanently on the EASEMENT PROPERTY. GRANTEE shall have the right to place new or additional wire or wires within the EASEMENT PROPERTY and to change the sizes and transmission voltages thereof. GRANTEE shall have the right to locate, relocate, or reconstruct the PROJECT within the EASEMENT PROPERTY. GRANTEE shall have the right to license, permit, or otherwise agree to the joint use or occupancy of the Easement by any other person or legal entity for the purposes set out herein. GRANTEE shall have the right to trim, chemically treat, and/or remove from the EASEMENT PROPERTY all trees, shrubs, and parts thereof, and the right to remove any structure, building, or obstruction within the EASEMENT PROPERTY. GRANTOR shall not place or construct any structure in or on the EASEMENT PROPERTY. GRANTOR may not plant any trees or shrubs on the EASEMENT PROPERTY nor change the grade of the EASEMENT PROPERTY without the prior written approval of GRANTEE. GRANTOR reserves the right to use and enjoy the surface of the EASEMENT PROPERTY for all purposes not inconsistent with this grant, including, without limitation, upon the EASEMENT PROPERTY, to cultivate and grow crops; to cultivate gardens, grass, and landscaping; to pasture livestock; to build fences across; to pave and to temporarily park cars, trucks, and equipment; and to place, across the EASEMENT PROPERTY, roads, streets, driveways, gates, entrances, and sidewalks, and utilities so long as any and all uses do not interfere with or adversely interrupt the

exercise of the rights granted to GRANTEE herein and GRANTOR obtains prior written approval from GRANTEE.

3. GRANTOR shall not place or operate any temporary or permanent equipment or object within the EASEMENT PROPERTY without complying with the National Electrical Safety Code and any other applicable law or regulation. GRANTEE shall have the right to place temporary poles, guys, and supporting structures on the EASEMENT PROPERTY for use in erecting or repairing the PROJECT.
Notwithstanding anything herein to the contrary, GRANTEE shall have the right to construct, erect, operate, maintain, relocate, and reconstruct communication lines and related appurtenances within the EASEMENT PROPERTY, provided however any communication lines and related appurtenances may only be placed on poles or towers used for the electric transmission line(s) that are permissible under the easement. No additional poles, towers, or support structures may be constructed or installed solely in connection with any communication lines or related appurtenances. For the avoidance of doubt, nothing herein shall reduce or further limit GRANTOR'S rights of access or use of the surface estate beyond the terms of the easement.
4. GRANTEE agrees that upon completion of construction of the PROJECT, GRANTEE shall remove and dispose of all trash and litter resulting from construction and, except for (i) materials and facilities installed or constructed on the EASEMENT PROPERTY; (ii) modifications within the EASEMENT PROPERTY for pipeline, watercourse, or other crossings and (iii) modifications made to the surface of the EASEMENT PROPERTY by Grantee pursuant to the exercise of the rights granted in this Easement, Grantee shall restore, to the extent reasonably practicable, the surface of the EASEMENT PROPERTY to the natural contour of the land and its condition as existed immediately prior to such construction. GRANTOR understands and agrees that vegetation cleared from the EASEMENT PROPERTY will not be replaced.
5. GRANTEE shall not be liable for damages caused by keeping the EASEMENT PROPERTY clear of trees, undergrowth, brush, structures, and obstructions. All parts of the PROJECT installed on the EASEMENT PROPERTY shall remain the exclusive property of GRANTEE.
6. GRANTOR expressly reserves all oil, gas, and other minerals owned by GRANTOR, in, on, and under the EASEMENT PROPERTY, provided that GRANTOR shall not be permitted to drill or excavate for minerals on the surface of the EASEMENT PROPERTY, but GRANTOR may extract oil, gas, or other minerals from and under the EASEMENT PROPERTY by directional drilling or other means which do not interfere with or disturb GRANTEE'S use of the EASEMENT PROPERTY.
7. The rights granted to GRANTEE in this Easement and Right-of-Way are assignable in whole or in part. This instrument, and the terms and conditions contained herein, shall inure to the benefit of and be binding upon GRANTEE and GRANTOR, and their respective heirs, personal representatives, successors, and assigns.

8. When the context requires, singular nouns and pronouns include the plural. When appropriate, the term "GRANTEE" includes the employees and authorized agents of GRANTEE.

[signature pages follow]

GRANTOR:

EDWARD A. KIRKPATRICK, AS SUCCESSOR CO-TRUSTEE OF THE ALERT R. CHAMPION
EXEMPTION EQUIVALENT TRUST

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on _____, 2023 by Edward A. Kirkpatrick, GRANTOR, in the capacity and for the purposes and consideration recited herein.

Notary Public, State of Texas

GRANTOR:

JOHN A. KIRKPATRICK, AS SUCCESSOR CO TRUSTEE OF THE ALBERT R. CHAMPION EXEMPTION EQUIVALENT TRUST, AND AS INDEPENDENT EXECUTOR OF THE ESTATE OF EMOGENE M. CHAMPION, DECEASED

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on _____, 2023 by John A. Kirkpatrick, GRANTOR, in the capacity and for the purposes and consideration recited herein.

Notary Public, State of Texas

AFTER RECORDING RETURN TO:

LCRA Transmission Services Corporation
c/o Lower Colorado River Authority
P. O. Box 220
Austin, Texas 78767-0220
Attn: _____

Commissioners Court - Regular Session

49.

Meeting Date: 02/13/2024

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 with Hero Way Capital, LLC to acquire 2.801 acres required as right of way and 1.154 acres required as an electric line easement for the Hero Way project. (Parcel 320). Funding Source: TANS P588

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Agreement

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 02/08/2024

Reviewed By

Becky Pruitt

Date

02/08/2024 10:13 AM

Started On: 02/07/2024 05:03 PM

POSSESSION AND USE AGREEMENT FOR TRANSPORTATION PURPOSES

STATE OF TEXAS

§

Parcel No.: 320

COUNTY OF WILLIAMSON

§

§

Project: Hero Way @ RM 2243

This Possession and Use Agreement For Transportation Purposes (the “Agreement”) between **WILLIAMSON COUNTY, TEXAS** (“County” or “Grantee”), and **HERO WAY CAPITAL, LLC** (the “Grantor” whether one or more), grants to the County, its contractors, agents, and all others deemed necessary by the County, an irrevocable right to possession and use of the Grantor’s property for the purpose of constructing a portion of the proposed Hero Way @ RM 2243 roadway project and related appurtenances, drainage, and utility relocations (the “Roadway Construction Project”). The property subject to this Agreement is described more fully in field notes, plat map, or other description attached as Exhibits “A” and “B” which 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, the Grantor grants, bargains, sells, and conveys to the County the right of entry and exclusive possession and use of the Property for the purpose of constructing a roadway, utility adjustments, and appurtenances thereto and the right to remove any improvements. Authorized activities include surveying, inspection, environmental studies, archeological studies, clearing, demolition, construction of permanent improvements, relocating, replacing, and improving existing utility facilities, locating new utility facilities, and other work required to be performed in connection with the Roadway Construction Project. This Possession and Use Agreement will extend to the County, its contractors and assigns, owners of any existing utilities on the Property and those which may be lawfully permitted on the Property by the County in the future, and all others deemed necessary by the County for the purpose of the Roadway Construction Project. This grant will allow the construction, relocation, replacement, repair, improvement, operation, and maintenance of utilities on the Property. As such, the County agrees and covenants to extend, construct, relocate, and replace all utilities and associated lines existing and serving the Property to the Property’s Remainder within a reasonable time following the acquisition in this matter.
2. In full consideration for this irrevocable grant of possession and use and other Grantor covenants, warranties, and obligations under this Agreement, the County will tender to the Grantor the sum of **ONE MILLION FOUR HUNDRED EIGHTEEN THOUSAND SIX HUNDRED FORTY-SIX and 60/100 Dollars (\$1,418,646.60)** (the “Entry Deposit”). The Grantor agrees that the Entry Deposit represents adequate and full compensation for the possession and use of the Property. The County will immediately be entitled to take possession and use of the Property upon full execution of this Agreement, tender of payment of the Entry Deposit directly to Grantor, or delivery of the consideration amount to the title company as set out herein.

The parties agree that the Entry Deposit tendered represents 90% of the County's approved value, which assumes no adverse environmental conditions affecting the value of the Property. The approved value is the County’s determination of the just compensation owed to the Grantor for the real property interest to be acquired by the County in the Property, encumbered with the improvements thereon, if any, and damages to the remainder, if any, save and except all oil, gas, and 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 Entry Deposit, then the Grantor agrees that the original amount tendered represents an overpayment for the difference. Upon written notice from the County, the Grantor will promptly refund the overpayment to the County.

3. The effective date of this Agreement will be the date on which payment 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. The Grantor warrants and represents that the title to the Property is free and clear of all liens and encumbrances except as disclosed to Grantee in that certain title commitment numbered T-157577, issued August 9, 2023, by Texas National Title, Inc. (and any subsequent updates prior to the Effective Date), and that proper releases, if any, will be executed for the Property prior to funds being disbursed under this Agreement. The Grantor further warrants that no other person or entity owns an interest in the fee title to the Property and further agrees to indemnify the County from all unreleased or undisclosed liens, claims, or encumbrances affecting the Property.

The above-made warranties are made by Grantor and accepted by 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 at this time.
5. The parties agree that the valuation date for determining the amount of just compensation for the real property interest proposed to be acquired by the County in the Property, for negotiation or eminent domain proceeding purposes, will be April 15, 2024.
 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. The Grantor reserves all rights of compensation for the title and other interest in and to the Property which the Grantor holds as of the time immediately prior to the Effective Date of this Agreement. This Agreement shall in no way prejudice the Grantor's rights to receive full and just compensation as allowed by law for all of the Grantor's interests in and to the Property to be acquired by the County, encumbered with the improvements thereon, if any, and damages, if any, to the remainder of the Grantor's interest in any larger tract of which the Property is a part (the "Remainder"), all as the Property exists on the Effective Date of this Agreement. The County's removal or construction of improvements on the Property shall in no way affect the fair market value of the Property in determining compensation due to the Grantor in the eminent domain proceedings. No beneficial project influence will impact the appraised value of the Property to be acquired. This grant will not prejudice the Grantor's rights to any relocation benefits for which Grantor may be eligible.

7. If the County institutes or has instituted eminent domain proceedings, the County will not be liable to the Grantor for interest upon any award or judgment as a result of such proceedings for any period prior to the date of the award. Payment of any interest may be deferred by the County until entry of Judgment.
8. The purpose of this Agreement is to allow the County to proceed with its Roadway Construction Project without delay and to allow the Grantor to have the use at this time of a percentage of the estimated compensation for the County's acquisition of a real property interest in the Property. The Grantor expressly acknowledges that the proposed Roadway Construction Project is for a valid public use and voluntarily waives any right the Grantor has or may have, known or unknown, to contest the jurisdiction of the court in any condemnation proceeding for acquisition of the Property related to the Roadway Construction Project, based upon claims that the condemning authority has no authority to acquire the Property through eminent domain, has no valid public use for the Property, or that acquisition of the Property is not necessary for the public use.
9. The Grantor reserves all of the oil, gas, and sulfur in and under the land herein conveyed but waives all rights of ingress and egress to the surface for the purpose of exploring, developing, mining, or drilling. The extraction of oil, gas, and minerals may not affect the geological stability of the surface. Nothing in this reservation will affect the title and rights of the County to take and use all other minerals and materials thereon, and thereunder.
10. The undersigned Grantor agrees to pay as they become due, all ad valorem property taxes and special assessments assessed against Property, including prorated taxes for the year in which the County takes title to the Property.
11. 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 within forty-five (45) days after filing of said Award, less any amounts tendered to the Grantor pursuant to Paragraph 2 above, this Agreement shall continue to remain in effect until the County acquires title to the Property either by negotiation, settlement, or final court judgment.
12. This Agreement will also extend to and bind the heirs, devisees, executors, administrators, legal representatives, successors in interest, and assigns of the parties.
13. It is agreed the County will record this document.
14. Other conditions: See paragraph 1 above.

At no time during the possession of the Property by County for the purposes described herein shall Grantor be denied reasonable access and/or ingress to or egress from the remainder of Grantor's land, unless otherwise agreed to in writing in advance.

To have and to hold the Agreement herein described and conveyed, together with all the rights and appurtenances belonging to the County and its assigns forever, for the purposes and subject to the limitations set forth above.

GRANTOR:
Hero Way Capital, LLC

By: 

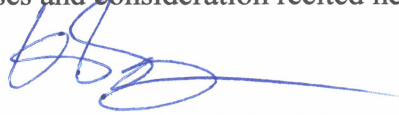
Its: Managing Member

Date: 1/31/24

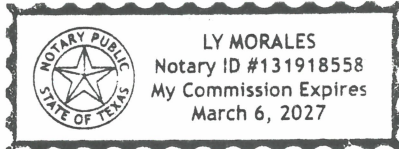
ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF Dallas

This instrument was acknowledged before me on this the 31st day of January, 2024 by _____ in the capacity and for the purposes and consideration recited herein.



Notary Public, State of Texas
Printed Name: Ly Morales
My Commission Expires: 3/6/27



COUNTY:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr.
County Judge

ACKNOWLEDGMENT

**STATE OF TEXAS
COUNTY OF WILLIAMSON**

This instrument was acknowledged before me on this _____, 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
Printed Name: _____
My Commission Expires:

EXHIBIT A

County: Williamson
Parcel: 320
Highway: FM 2243

METES & BOUNDS DESCRIPTION FOR PARCEL 320

METES & BOUNDS DESCRIPTION FOR A 2.801 ACRE TRACT OF LAND OUT OF THE TALBOT CHAMBERS SURVEY, ABSTRACT NO. 125, WILLIAMSON COUNTY, TEXAS; BEING A PORTION OF A CALLED 41.56 ACRE TRACT OF LAND AS CONVEYED TO HERO WAY CAPITAL, LLC. BY SPECIAL WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN DOCUMENT NUMBER 2021121563 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 2.801 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 north right-of-way line of Hero Way (f/k/a County Road 269) (width varies) (no deed of record found), at the southeast corner of the above described Hero Way Capital Tract, and at the southwest corner of a called 4.411 acre tract of land described as Tract III as conveyed to Stella Carter (LE) by Substitute Trustee's Deed recorded in Volume 2059, Page 702 of the Official Records of Williamson County, Texas, affected by Special Warranty Deed (Lady Bird Deed Retaining Enhanced Life Estate) recorded in Document Number 2022028373 of the Official Public Records of Williamson County, Texas, and described in Volume 894, Page 532 of the Deed Records of Williamson County, Texas, for the southeast corner and **POINT OF BEGINNING** of the herein described tract, from which a found 5/8-inch iron rod with cap stamped "SAM Inc" bears S 14°43'02" E a distance of 0.78 feet, and from which a 1/2-inch iron rod found at the southeast corner of said Carter Tract bears N 69°33'50" E a distance of 60.09 feet;

THENCE, with the north right-of-way line of said Hero Way and the south line of said Hero Way Capital Tract, S 68°45'55" W, pass a 1/2-inch iron rod with cap stamped "Forest RPLS 1847" found at a distance of 411.02 feet, and continuing on for a total distance of 497.87 feet to a 5/8-inch iron rod with cap stamped "SAM INC" found on the east line of a called 101 acre tract of land as conveyed to Emogene M. Champion, as trustee of the Albert R. Champion Exception Equivalent Trust by Executrix's Special Warranty Deed recorded in Document Number 2008083902 of the Official Public Records of Williamson County, Texas, at the southwest corner of said Hero Way Capital Tract, for the southwest corner of the herein described tract, from which a 3/4-inch iron rod found on the south right-of-way line of said Hero Way bears S 21°30'12" E a distance of 58.68 feet;

THENCE, with the west line of said Hero Way Capital Tract and the east line of said Champion Tract, N 21°28'57" W a distance of 264.35 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" (NAD-83, Central Zone Grid Coordinates: N: 10,187,616.19, E: 3,084,445.78) set for the northwest corner of the herein described tract, 199.64 feet left of FM 2243 baseline station 132+79.03, from which a found 1/2-inch iron rod bears N 21°28'57" W a distance of 281.24 feet;

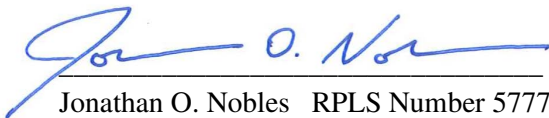
THENCE, over and across said Hero Way Capital Tract, N 72°01'12" E a distance of 194.21 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set for an angle point, 211.00 feet left of FM 2243 baseline station 134+72.91;

THENCE, continuing over and across said Hero Way Capital Tract, N 75°22'23" E a distance of 308.03 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set on the east line of said Hero Way Capital Tract and the west line of said Carter Tract, for the northeast corner of the herein described tract, 211.00 feet left of FM 2243 baseline station 137+80.94, from which a 1/2-inch iron rod with cap stamped "Forest RPLS 1847" found on the line common to said Hero Way Capital Tract and said Carter Tract, bears N 21°00'26" W a distance of 353.07 feet;

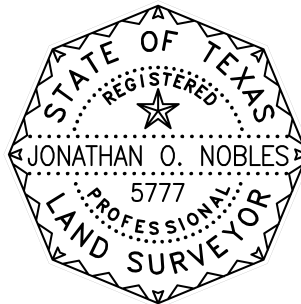
THENCE, with the east line of said Hero Way Capital Tract and the west line of said Carter Tract, S 21°00'26" E a distance of 217.88 feet to the **POINT OF BEGINNING** and containing 2.801 acres (122,032 square feet) of land, more or less.

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

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



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

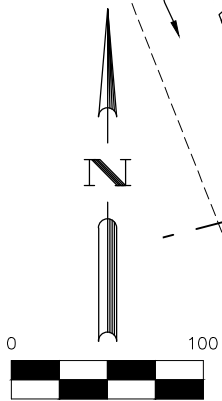


08/03/2023
Date

Client: Williamson County
Date: August 3, 2023
Project Number: 7473-00

G:\TXC\Projects\County_Williamson\7473-00_RM_2243\06_Survey\04_Finals\Drawings\7473-00_P320_EX1.dwg, 8/31/2023 8:07 AM, Stephen Barger

SKETCH TO ACCOMPANY LEGAL DESCRIPTION



HERO WAY CAPITAL, LLC
CALLED 41.56 ACRES
DOC. NO. 2021121563 O.P.R.W.C.

**TALBOT CHAMBERS
SURVEY, A-125**

PARCEL 320E
PROPOSED 100'
ELEC. ESMT

PARCEL 320 2.801 ACRES
122,032 SQUARE FEET

STA 132+79.03
199.64' LT
GRID COORDINATES
N: 10,187,616.19
E: 3,084,445.78

A PORTION OF
A CALLED 41.56 ACRES
HERO WAY CAPITAL, LLC.
DOC. NO. 2021121563 O.P.R.W.C.

1.11 ACRE ELEC. LINE ESMT.
DOC. NO. 2018088932 O.P.R.W.C.
DOC. NO. 2023040238 O.P.R.W.C.

STA 137+80.94
211.00' LT

"FOREST RPLS 1847"

10.2 10.3
60' ROAD EASEMENT
VOL. 2419, PG. 712 & 718
O.R.W.C. PROPOSED R.O.W.

STELLA CARTER (LE)
CALLED 4.411 ACRES (TRACT III)
VOL. 2059, PG. 702 D.R.W.C.
AFFECTED BY
DOC. NO. 2022028373 O.P.R.W.C.
AND DESCRIBED IN
VOL. 894, PG. 532 D.R.W.C.

HARMONY PUBLIC SCHOOLS
CALLED 27.992 ACRES
(TRACT I)
DOC. NO. 2021088010 O.P.R.W.C.
EXISTING R.O.W.

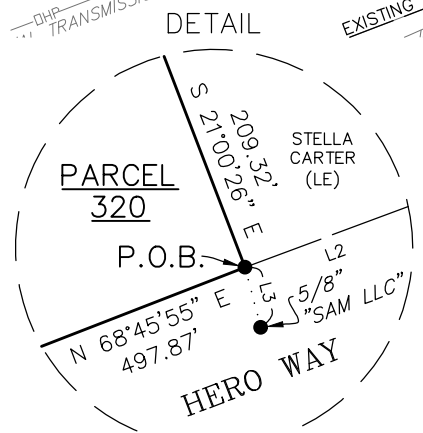
EMOGENE M. CHAMPION, TRUSTEE OF
THE ALBERT R. CHAMPION
EXCEPTION EQUIVALENT TRUST
REMAINDER OF A CALLED 101 ACRES
DOC. NO. 2008083902 O.P.R.W.C.

HERO WAY (F/K/A CR 269)
R.O.W. VARIES

JNK PROPERTIES 1, LTD.
CALLED 19.95 ACRES
(TRACT 7)
DOC. NO. 2021182868 O.P.R.W.C.
AS DESCRIBED IN
DOC. NO. 2004073628 O.P.R.W.C.

JNK PROPERTIES 1, LTD.
CALLED 19.9973 ACRES
(TRACT 6)
DOC. NO. 2021182868 O.P.R.W.C.
AS DESCRIBED IN
DOC. NO. 2004073246 O.P.R.W.C.

**ELIJAH D. HARMON
SURVEY, A-3**



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

Copyright 2023

PARCEL PLAT SHOWING PARCEL 320 2.801 ACRES FM 2243 WILLIAMSON COUNTY, TEXAS

Scale: 1"=100'	Job No.: 7473-00	Date: 08/03/2023	Page: 3 of 5
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LEGEND

B.F.	BOARD FENCE
CMP	CORRUGATED METAL PIPE
ELEC.	ELECTRIC
ESMT.	EASEMENT
DOC.	DOCUMENT
D.R.W.C.	DEED RECORDS OF WILLIAMSON COUNTY
LE	LIFE ESTATE
M.H.	MANHOLE
NO.	NUMBER
O.P.R.W.C.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY
O.R.W.C.	OFFICIAL RECORDS OF WILLIAMSON COUNTY
PED.	PEDESTAL
PG.	PAGE
P.O.B.	POINT OF BEGINNING
P.P.	POWER POLE
R.O.W.	RIGHT-OF-WAY
SAN.	SANITARY
TEL.	TELEPHONE
U.C.M.	UNDERGROUND CABLE MARKER
VOL.	VOLUME
W.M.	WATER METER
W.V.	WATER VALVE
()	RECORD INFO FOR DOC. NO. 2021121563 O.P.R.W.C.
[]	RECORD INFO FOR DOC. NO 2008083902 O.P.R.W.C.
{ }	RECORD INFO FOR VOL. 894, PG. 532 D.R.W.C.
●	FOUND 1/2" IRON ROD (UNLESS OTHERWISE NOTED)
○	SET 1/2" IRON ROD W/CAP "WILCO ROW 577"
△	CALCULATED POINT
—x—	WIRE FENCE
—○—	METAL FENCE
—DHT—	OVERHEAD TELEPHONE
—DHP—	OVERHEAD POWER
—//—	EDGE OF ASPHALT
10.3	SCHEDULE B ITEM

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	N 72°01'12" E	194.21'
L2	N 69°33'50" E	60.09'
L3	S 14°43'02" E	0.78'
L4	S 21°30'12" E	58.68'
L5	N 21°00'26" W	353.07'

	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		
	Copyright 2023		
PARCEL PLAT SHOWING PARCEL 320 2.801 ACRES FM 2243 WILLIAMSON COUNTY, TEXAS			
Scale: 1"=100'	Job No.: 7473-00	Date: 08/03/2023	Page: 4 of 5

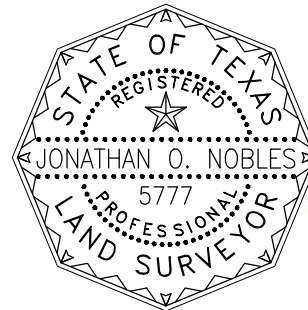
G:\TXC\Projects\County\Williamson\7473-00_RM_2243\06_Survey\04_Finals\Drawings\7473-00_P320_EX1.dwg, 8/3/2023 8:07 AM, Stephen Barger

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-157577, DATED EFFECTIVE MAY 22, 2023 AND ISSUED ON MAY 30, 2023.

RESTRICTIVE COVENANT AND EASEMENT NOTES:

1. RESTRICTIVE COVENANTS OF RECORD ITEMIZED IN VOLUME 623, PAGE 86, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT.
- 10.1 ELECTRIC LINE AND RIGHT-OF-WAY EASEMENT GRANTED TO LCRA TRANSMISSION SERVICES CORPORATION, AS DESCRIBED IN DOCUMENT NO. 2018088932, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, AS AMENDED IN DOCUMENT NO. 2023040238 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.
- 10.2 ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN COMMUNITY ROAD MAINTENANCE AGREEMENT OF RECORD IN VOLUME 2419, PAGE 712, AS AMENDED IN VOLUME 2594, PAGE 896, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.
- 10.3 ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN EASEMENT AGREEMENT OF RECORD IN VOLUME 2419, PAGE 718, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (APPURTENANT) DO NOT AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.
- 10.4 ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN DEVELOPMENT AGREEMENT UNDER SECTION 43.035, TEXAS LOCAL GOVERNMENT CODE AGREEMENT OF RECORD IN DOCUMENT NO. 2010083094, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT.
- 10.5 ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN DEVELOPMENT AGREEMENT UNDER SECTION 43.035, TEXAS LOCAL GOVERNMENT CODE AGREEMENT OF RECORD IN DOCUMENT NO. 2010083095, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT..



08/03/2023

Jonathan O. Nobles

 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

<p>PARCEL PLAT SHOWING PARCEL 320 2.801 ACRES FM 2243 WILLIAMSON COUNTY, TEXAS</p>			
Scale: 1"=100'	Job No.: 7473-00	Date: 08/03/2023	Page: 5 of 5

Copyright 2023

EXHIBIT B

County: Williamson
Parcel: 320E
Highway: FM 2243

METES & BOUNDS DESCRIPTION FOR EASEMENT PARCEL 320E

METES & BOUNDS DESCRIPTION FOR A 1.154 ACRE TRACT OF LAND OUT OF THE TALBOT CHAMBERS SURVEY, ABSTRACT NO. 125, WILLIAMSON COUNTY, TEXAS; BEING A PORTION OF A CALLED 41.56 ACRE TRACT OF LAND AS CONVEYED TO HERO WAY CAPITAL, LLC BY SPECIAL WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN DOCUMENT NUMBER 2021121563 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 1.154 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 north right-of-way line of Hero Way (f/k/a County Road 269) (width varies) (no deed of record found), at the southeast corner of the above described Hero Way Capital Tract, and at the southwest corner of a called 4.411 acre tract of land described as Tract III as conveyed to Stella Carter (LE) by Substitute Trustee's Deed recorded in Volume 2059, Page 702 of the Official Records of Williamson County, Texas, affected by Special Warranty Deed (Lady Bird Deed Retaining Enhanced Life Estate) recorded in Document Number 2022028373 of the Official Public Records of Williamson County, Texas, and described in Volume 894, Page 532 of the Deed Records of Williamson County, Texas, from which a 5/8-inch iron rod with cap stamped "SAM Inc" found bears S 14°43'02" E a distance of 0.78 feet, and from which a 1/2-inch iron rod found at the southeast corner of said Carter Tract bears N 69°33'50" E a distance of 60.09 feet; Thence, with the east line of said Hero Way Capital Tract and the west line of said Carter Tract, N 21°00'26" W a distance of 217.88 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" (NAD-83, Central Zone Grid Coordinates: N: 10,187,753.90, E: 3,084,928.49) set for the southeast corner and **POINT OF BEGINNING** of the herein described tract, 211.00 feet left of FM 2243 baseline station 137+80.94;

THENCE, over and across said Hero Way Capital Tract, S 75°22'23" W a distance of 308.03 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set for an angle point, 211.00 feet left of FM 2243 baseline station 134+72.91;

THENCE, continuing over and across said Hero Way Capital Tract, S 72°01'12" W a distance of 194.21 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set on the west line of said Hero Way Capital Tract and the east line of a called 101 acre tract of land as conveyed to Emogene M. Champion, as trustee of the Albert R. Champion Exception Equivalent Trust by Executrix's Special Warranty Deed recorded in Document Number 2008083902 of the Official Public Records of Williamson County, Texas, for the southwest corner of the herein described tract, 199.64 feet left of FM 2243 baseline station 132+79.03, from which a 5/8-inch iron rod with cap stamped "SAM INC" found on the north right-of-way line of said Hero Way, at the southeast corner of said Hero Way Tract, bears S 21°28'57" E a distance of 264.35 feet;

THENCE, with the west line of said Hero Way Capital Tract and the east line of said Champion Tract, N 21°28'57" W a distance of 100.19 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set for the northwest corner of the herein described tract, 299.11 feet left of FM 2243 baseline station 132+67.07, from which a found 1/2-inch iron rod bears N 21°28'57" W a distance of 181.06 feet;

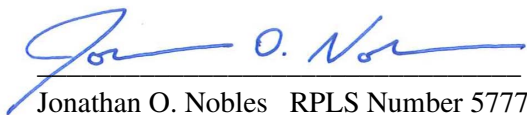
THENCE, over and across said Hero Way Capital Tract, N 72°01'12" E a distance of 203.26 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set for an angle point, 311.00 feet left of FM 2243 baseline station 134+69.99;

THENCE, continuing over and across said Hero Way Capital Tract, N 75°22'23" E a distance of 299.77 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set on the east line of said Hero Way Capital Tract and the west line of said Carter Tract, for the northeast corner of the herein described tract, 311.00 feet left of FM 2243 baseline station 137+69.76, from which a 1/2-inch iron rod with cap stamped "Forest RPLS 1847" found on the line common to said Hero Way Capital Tract and said Carter Tract, bears N 21°00'26" W a distance of 252.45 feet;

THENCE, with the east line of said Hero Way Capital Tract and the west line of said Carter Tract, S 21°00'26" E a distance of 100.62 feet to the **POINT OF BEGINNING** and containing 1.154 acres (50,263 square feet) of land, more or less.

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

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



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

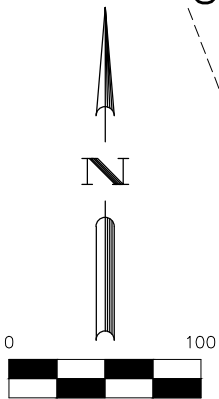


08/03/2023
Date

Client: Williamson County
Date: August 3, 2023
Project Number: 7473-00

G:\TxC\Projects\County_Williamson\7473-00_RM_2243\06_Survey\04_Finals\Drawings\7473-00_P320E_EX1.dwg, 8/3/2023 8:20 AM, Stephen Barger

SKETCH TO ACCOMPANY LEGAL DESCRIPTION



TALBOT CHAMBERS SURVEY, A-125

PROPOSED R.O.W.

EMOGENE M. CHAMPION, TRUSTEE OF THE ALBERT R. CHAMPION EXCEPTION EQUIVALENT TRUST REMAINDER OF A CALLED 101 ACRES DOC. NO. 2008083902 O.P.R.W.C.

HERO WAY CAPITAL, LLC CALLED 41.56 ACRES DOC. NO. 2021121563 O.P.R.W.C.

STA 134+69.99
311.00' LT

STA 132+67.07
299.11' LT

STA 132+79.03
199.64' LT

HERO WAY CAPITAL, LLC CALLED 41.56 ACRES DOC. NO. 2021121563 O.P.R.W.C.

EASEMENT PARCEL 320E 1.154 ACRES
50,263 SQUARE FEET
A PORTION OF A CALLED 41.56 ACRES HERO WAY CAPITAL, LLC. DOC. NO. 2021121563 O.P.R.W.C.

60' ROAD EASEMENT VOL. 2419, PG. 712 & 718 O.R.W.C.

PARCEL 320 PROPOSED FM 2243 R.O.W.

1.11 ACRE ELEC. LINE ESMT. DOC. NO. 2018088932 O.P.R.W.C. DOC. NO. 2023040238 O.P.R.W.C.

P.O.B.
STA 137+80.94
211.00' LT
GRID COORDINATES
N: 10,187,753.90
E: 3,084,928.49

"FOREST RPLS 1847"

STELLA CARTER (LE) CALLED 4.411 ACRES (TRACT III) VOL. 2059, PG. 702 D.R.W.C. AFFECTED BY DOC. NO. 2022028373 O.P.R.W.C. AND DESCRIBED IN VOL. 894, PG. 532 D.R.W.C.

HARMONY PUBLIC SCHOOLS CALLED 27.992 ACRES (TRACT I) DOC. NO. 2021088010 O.P.R.W.C.

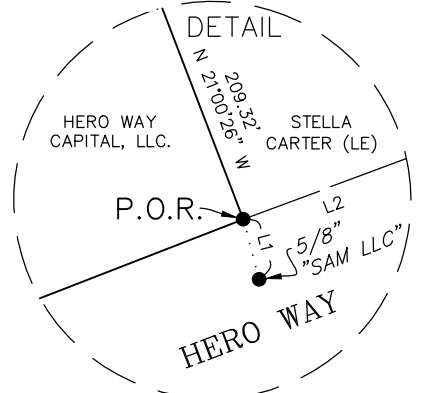
5/8" "SAM LLC" GATE

PROPOSED F.M. 2243 BASELINE B.F. METAL TRANSMISSION P.P.

HERO WAY (F/K/A CR 269)
R.O.W. VARIES
JNK PROPERTIES 1, LTD. CALLED 19.9973 ACRES (TRACT 6) DOC. NO. 2021182868 O.P.R.W.C. AS DESCRIBED IN DOC. NO. 2004073246 O.P.R.W.C.

JNK PROPERTIES 1, LTD. CALLED 19.95 ACRES (TRACT 7) DOC. NO. 2021182868 O.P.R.W.C. AS DESCRIBED IN DOC. NO. 2004073628 O.P.R.W.C.

ELIJAH D. HARMON SURVEY, A-3



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TBPLS Licensed Surveying Firm No. 10106502

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PARCEL PLAT SHOWING EASEMENT PARCEL 320E 1.154 ACRES FM 2243 WILLIAMSON COUNTY, TEXAS

Scale: 1"=100'	Job No.: 7473-00	Date: 08/03/2023	Page: 3 of 5
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LEGEND

- B.F. BOARD FENCE
- CMP CORRUGATED METAL PIPE
- ELEC. ELECTRIC
- ESMT. EASEMENT
- DOC. DOCUMENT
- D.R.W.C. DEED RECORDS OF WILLIAMSON COUNTY
- M.H. MANHOLE
- NO. NUMBER
- O.P.R.W.C. OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY
- O.R.W.C. OFFICIAL RECORDS OF WILLIAMSON COUNTY
- PED. PEDESTAL
- PG. PAGE
- P.O.B. POINT OF BEGINNING
- P.P. POWER POLE
- R.O.W. RIGHT-OF-WAY
- SAN. SANITARY
- TEL. TELEPHONE
- U.C.M. UNDERGROUND CABLE MARKER
- VOL. VOLUME
- W.M. WATER METER
- W.V. WATER VALVE
- () RECORD INFO FOR DOC. NO. 2021121563 O.P.R.W.C.
- [] RECORD INFO FOR DOC. NO 2008083902 O.P.R.W.C.
- { } RECORD INFO FOR VOL. 894, PG. 532 D.R.W.C.
- FOUND 1/2" IRON ROD (UNLESS OTHERWISE NOTED)
- SET 1/2" IRON ROD W/CAP "WILCO ROW 5777"
- SET 1/2" IRON ROD W/CAP "BGE INC"
- △ CALCULATED POINT
- x — WIRE FENCE
- o — METAL FENCE
- DHT — OVERHEAD TELEPHONE
- DHP — OVERHEAD POWER
- // — EDGE OF ASPHALT
- 10.3** SCHEDULE B ITEM

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	S 14°43'02" E	0.78'
L2	N 69°33'50" E	60.09'
L3	S 72°01'12" W	194.21'
L4	N 21°28'57" W	100.19'
L5	N 72°01'12" E	203.26'
L6	N 21°00'26" W	252.45'
L7	S 21°00'26" E	100.62'

 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			
PARCEL PLAT SHOWING EASEMENT PARCEL 320E 1.154 ACRES FM 2243 WILLIAMSON COUNTY, TEXAS			
Scale: 1"=100'	Job No.: 7473-00	Date: 08/03/2023	Page: 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-157577, DATED EFFECTIVE MAY 22, 2023 AND ISSUED ON MAY 30, 2023.

RESTRICTIVE COVENANT AND EASEMENT NOTES:

1. RESTRICTIVE COVENANTS OF RECORD ITEMIZED IN VOLUME 623, PAGE 86, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT.
- 10.1 ELECTRIC LINE AND RIGHT-OF-WAY EASEMENT GRANTED TO LCRA TRANSMISSION SERVICES CORPORATION, AS DESCRIBED IN DOCUMENT NO. 2018088932, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, AS AMENDED IN DOCUMENT NO. 2023040238 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.
- 10.2 ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN COMMUNITY ROAD MAINTENANCE AGREEMENT OF RECORD IN VOLUME 2419, PAGE 712, AS AMENDED IN VOLUME 2594, PAGE 896, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.
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- 10.5 ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN DEVELOPMENT AGREEMENT UNDER SECTION 43.035, TEXAS LOCAL GOVERNMENT CODE AGREEMENT OF RECORD IN DOCUMENT NO. 2010083095, 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.

08/03/2023

Jonathan O. Nobles

 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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	PARCEL PLAT SHOWING EASEMENT PARCEL 320E 1.154 ACRES FM 2243 WILLIAMSON COUNTY, TEXAS			
Scale: 1"=100'	Job No.: 7473-00	Date: 08/03/2023	Page: 5 of 5	

Commissioners Court - Regular Session

50.

Meeting Date: 02/13/2024

Order- Reinvestment Zone #2

Submitted For: Charlie Crossfield

Submitted By: Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and consider authorizing the County Judge to execute an Order creating Williamson County Reinvestment Zone No. 2.

Background

Fiscal Impact

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

Attachments

Order

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 02/08/2024

Reviewed By

Becky Pruitt

Date

02/08/2024 10:14 AM

Started On: 02/07/2024 05:09 PM

ORDER

AN ORDER OF THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS, CREATING THE WILLIAMSON COUNTY REINVESTMENT ZONE NO. 2; PROVIDING ELIGIBILITY OF THE ZONE FOR COMMERCIAL-INDUSTRIAL TAX ABATEMENT; CONTAINING FINDINGS THAT THE AREA QUALIFIES TO BE DESIGNATED AS A REINVESTMENT ZONE AND THE IMPROVEMENTS SOUGHT ARE FEASIBLE AND PRACTICABLE AND OF BENEFIT TO THE LAND AND THE COUNTY; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A REPEALING CLAUSE; AND PROVIDING FOR THE EFFECTIVE DATE OF SAID ORDER.

WHEREAS, the Commissioners Court of Williamson County, Texas, has caused notice to be published in a newspaper having general circulation in the County and has delivered such notice to the presiding officer of the governing body of each taxing unit that includes in its boundaries real property that is to be included in the proposed reinvestment zone described herein; and

WHEREAS, the Commissioners Court has conducted a public hearing on the designation of the area described herein as a Reinvestment Zone on February 13, 2024, at 10:00 a.m. in the County Commissioners Courtroom at which interested parties were allowed to speak and present evidence for or against the designation.

NOW, THEREFORE, BE IT ORDERED BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS:

SECTION 1. That the Commissioners Court finds that the area described herein will, if designated as a reinvestment zone, be reasonably likely to contribute to the retention or expansion of primary employment, or to attract major investment in the zone that will be of benefit to the property and contribute to the economic development of the County. The Court further finds that the improvements sought are feasible and practicable and would be of benefit to the land to be included in the zone and to the County after the expiration of a tax abatement agreement.

SECTION 2. That pursuant to the provisions of Section 312.401 of the Texas Tax Code, the real property described in Exhibit “A” and made a part hereof for all purposes, is hereby designated as a reinvestment zone and for identification is assigned the name of “Williamson County Reinvestment Zone No. 2”. The property to be included in the proposed Williamson County Reinvestment Zone No. 2 will be an area of approximately one mile east of IH-35 near its intersection with SH 130 in the extraterritorial jurisdiction of Georgetown, Texas, and includes the real property described as parcel ID R038978 in the Williamson County Central Appraisal District records.

SECTION 3. That the property within Williamson County Reinvestment Zone No. 2 is eligible for commercial-industrial tax abatement effective February 13, 2024.

SECTION 4. That should any word, sentence, paragraph, subdivision, clause, phrase, or section of this Order be adjudged or held to be void or unconstitutional, the same shall not affect

the validity of the remaining portions of said Order or as amended hereby, which shall remain in full force and effect.

SECTION 5. That all orders of Williamson County in conflict with the provisions of this Order shall be, and the same are hereby, repealed; provided, however, that all other provisions of said orders not in conflict herewith shall remain in full force and effect.

SECTION 6. That this Order shall take effect immediately from and after its passage and the publication as the law and charter in such cases provide.

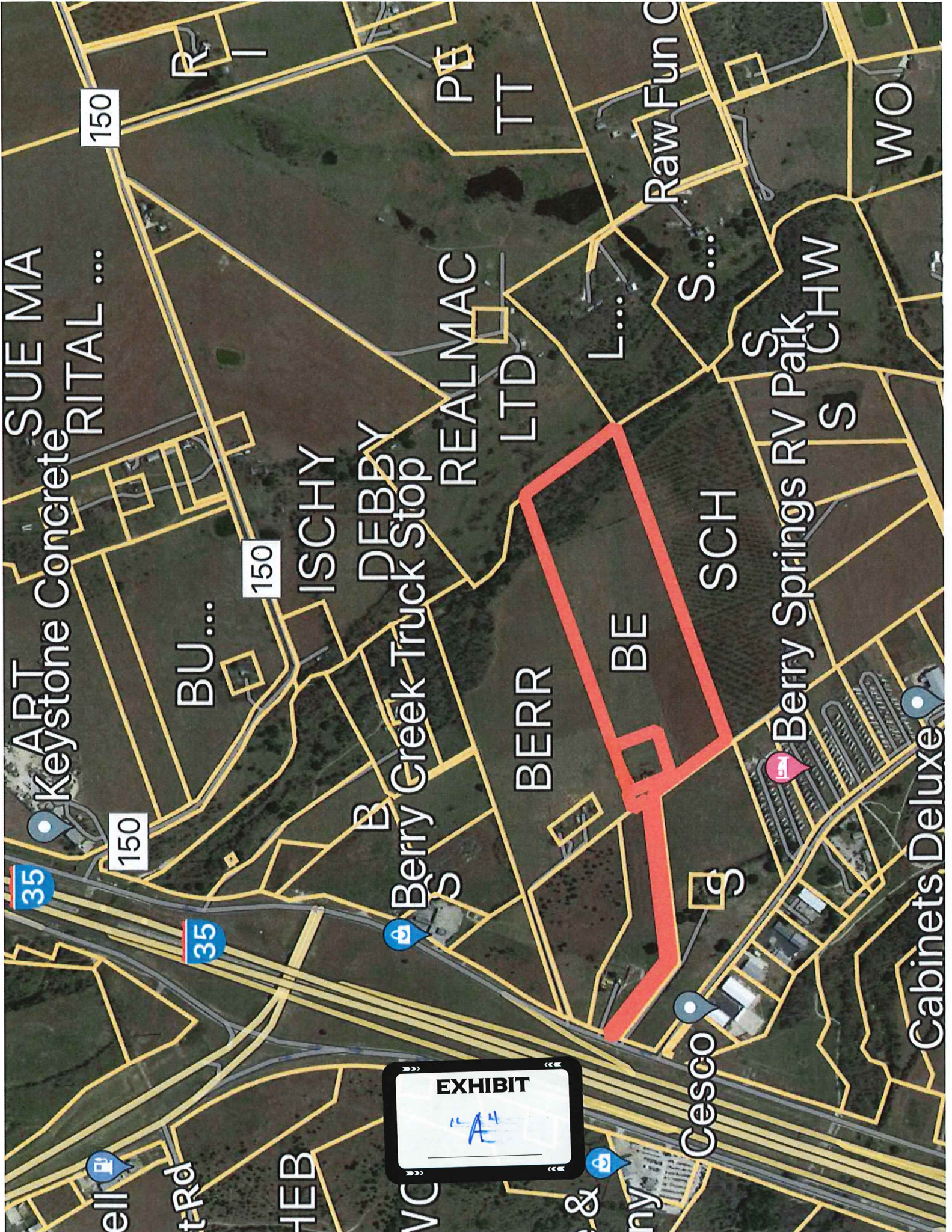
DULY PASSED AND APPROVED BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS, ON THIS THE 13TH DAY OF FEBRUARY, 2024.

WILLIAMSON COUNTY, TEXAS

Bill Gravell, Jr. County Judge

ATTEST:

Nancy Rister, County Clerk



ART
KeyStone Concrete
SUE MA
RITAL ...

BU...

ISCHY

DEBBY
Berry Creek Truck Stop

REALMAC

BERR

BE

SCH

Berry Springs RV Park
CHW
S

Cabinets Deluxe

150

150

150

35

35



Cesco

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Commissioners Court - Regular Session

51.

Meeting Date: 02/13/2024

Corridor A-2 Purchase Contract

Submitted For: Charlie Crossfield

Submitted By: Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a purchase contract with FM 973 TRC1, LLC for 2.420 acres needed as right of way on the Corridor A-2 project. Funding Source: TANS P588

Background

Fiscal Impact

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

Attachments

contract

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 02/08/2024

Reviewed By

Becky Pruitt

Date

02/08/2024 10:18 AM

Started On: 02/07/2024 05:16 PM

REAL ESTATE CONTRACT

Corridor A-2 Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by and between **FM973 TRC 1 LLC, a Texas limited liability company** (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 2.420 acre (105,411 square foot) tract of land out of and situated in the H.T. and B.R.R.CO. Survey, Abstract No. 317, Williamson County, Texas; said tract being more fully described by metes and bounds as Exhibit "A" attached hereto;

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, any improvements upon the Property, and any damage to or cost of cure for the remaining property of Seller resulting from this purchase, shall be the sum of EIGHT HUNDRED SIXTEEN THOUSAND NINE HUNDRED THIRTY-FIVE and 00/100 Dollars (\$816,935.00).

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 Rise Title Company on or before February 28, 2024, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged Deed conveying good and indefeasible title to Williamson County, Texas in fee simple to the right of way Property described in Exhibit "A", conveying such interest in and to the portion of the Property free and clear of any and all monetary liens and restrictions, except for the following:

- (a) General real estate taxes for the year of closing and subsequent years not yet due and payable.
- (b) Any exceptions approved by Purchaser pursuant to Article III hereof; and
- (c) Any exceptions approved by Purchaser in writing.

(2) The Deed shall be in the form as shown in Exhibit "B" attached hereto and incorporated herein.

(3) Provide reasonable assistance as requested, at no cost to Seller, to cause the Title Company to deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, in Grantee's favor in the full amount of the Purchase Price, insuring Purchaser's contracted interests in and to the permanent interests being conveyed in the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

- (a) The boundary and survey exceptions shall be deleted.
- (b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and
- (c) The exception as to the lien for taxes shall be limited to the year of closing and shall be endorsed "Not Yet Due and Payable".

(4) Deliver to Purchaser possession of the Property if not previously done.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

- (a) Pay the cash portion of the Purchase Price and Additional Compensation.

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 as incurred.

**ARTICLE VI
BREACH BY SELLER**

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

**ARTICLE VII
BREACH BY PURCHASER**

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made, then Seller shall receive the amount of \$500 as liquidated damages for any failure by Purchaser.

**ARTICLE VIII
MISCELLANEOUS**

Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

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

Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09 In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10 This Contract shall be effective as of the date it is approved by the Williamson County commissioners' court, which date is indicated beneath the County Judge's signature below.

Counterparts

8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

Contingent Possession and Use Agreement

8.12. Upon completion of (1) the full execution of this Contract by all parties, and (2) acknowledgment by the Title Company of delivery by Purchaser of the full Purchase Price to the Title Company, Purchaser, its agents and contractors shall be permitted at any time after February 28, 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 roadway improvement construction project of Purchaser upon the Property, and Seller agrees to make any gate access available to Purchaser, its contractors or utility facility owners as necessary to carry out the purposes of this paragraph. The parties further agree to continue to use diligence in assisting with any title curative measures or mortgage lien release required by the Contract to complete the Closing of the purchase transaction.

[signature page follows]

SELLER:

**FM973 TRC 1LLC,
a Texas limited liability company**

By: 

Address: 3040 POST OAK BLVD

SUITE 1212, HOUSTON TX 77056

Name: DHARMARAJAN
HARI KUMAR RAJAH

Title: MANAGER

Date: 02/07/2024

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr.
County Judge

Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

Date: _____



EXHIBIT "A"

2.420 Acre Tract
County of Williamson, Texas

January 31, 2024
Project No. P230157

LEGAL DESCRIPTION

A 2.420 ACRE TRACT OF LAND SITUATED IN THE H.T. & B.R.R.CO. SURVEY, ABSTRACT NO. 317, WILLIAMSON COUNTY, TEXAS, AND BEING A PORTION OF A CALLED 6.601 ACRE TRACT OF LAND DESCRIBED IN A SPECIAL WARRANTY DEED TO ROUNDROCK CAPITAL, LLC IN DOCUMENT NO. 2022029556, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS; SAID 2.420 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, AT A 5/8-INCH IRON ROD WITH YELLOW CAP STAMPED JONES CARTER PROPERTY CORNER FOUND (GRID COORDINATES N= 10163318.94 US FEET, E= 3204593.67 US FEET) IN THE EAST R.O.W. LINE OF F.M. 973 (R.O.W. VARIES), BEING THE SOUTHWEST CORNER OF SAID 6.601 ACRE TRACT, SAME BEING AN ANGLE POINT IN THE IRREGULAR WEST LINE OF THAT CERTAIN CALLED 80.550 ACRE TRACT OF LAND DESCRIBED IN A SPECIAL WARRANTY DEED TO TAYLOR FM973 RECORDED IN DOCUMENT NO. 2022030063, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, FOR THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, LEAVING SAID IRREGULAR WEST LINE, ALONG THE EAST R.O.W. LINE OF F.M. 973, BEING THE WEST LINE OF SAID 6.601 ACRE TRACT, FOR THE WEST LINE OF THE HEREIN DESCRIBED TRACT, THE FOLLOWING THREE (3) COURSES AND DISTANCES:

- 1) NORTH 14°48'33" EAST, A DISTANCE OF 114.14 FEET TO A TXDOT TYPE I CONCRETE MONUMENT FOUND (LEANING), FOR AN ANGLE POINT;
- 2) NORTH 07°21'30" EAST, A DISTANCE OF 65.02 FEET TO A FOUR-INCH BRASS DISK IN CONCRETE (TXDOT TYPE II MONUMENT) FOUND, FOR THE POINT OF CURVATURE OF A NON-TANGENT CURVE TO THE LEFT;
- 3) ALONG SAID NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 2964.79 FEET, A CENTRAL ANGLE OF 08°57'43", AN ARC LENGTH OF 463.75 FEET AND A CHORD WHICH BEARS N 18°40'29" E, A DISTANCE OF 463.27 FEET TO A 5/8-INCH IRON ROD WITH ORANGE CAP STAMPED F#10194580 SET, FOR THE END OF SAID NON-TANGENT CURVE AND NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT, FROM WHICH A 5/8-INCH IRON ROD FOUND IN THE CURVING EAST R.O.W. LINE OF F.M. 973, SAME BEING THE IRREGULAR WEST LINE OF SAID 80.550 ACRE TRACT BEARS A CHORD BEARING OF NORTH 10°46'02" EAST, A CHORD DISTANCE OF 354.31 FEET;

THENCE, SOUTH $83^{\circ}17'06''$ EAST, LEAVING THE EAST R.O.W. LINE OF F.M. 973, ALONG THE IRREGULAR WEST LINE OF SAID 80.550 ACRE TRACT, BEING THE NORTH LINE OF SAID 6.601 ACRE TRACT AND THE HEREIN DESCRIBED TRACT, A DISTANCE OF 167.22 FEET TO A 5/8-INCH IRON ROD WITH ORANGE CAP STAMPED F#10194580 SET, FOR THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT AND POINT OF CURVATURE OF A NON-TANGENT CURVE TO THE RIGHT;

THENCE, LEAVING THE IRREGULAR WEST LINE OF SAID 80.550 ACRE TRACT, OVER AND ACROSS SAID 6.601 ACRE TRACT, ALONG SAID NON-TANGENT CURVE TO THE RIGHT, AND EAST LINE OF THE HEREIN DESCRIBED TRACT, HAVING A RADIUS OF 3190.00 FEET, A CENTRAL ANGLE OF $10^{\circ}39'51''$. AN ARC LENGTH OF 593.74 FEET AND A CHORD WHICH BEARS SOUTH $17^{\circ}53'08''$ WEST, A DISTANCE OF 592.89 FEET TO A 5/8-INCH IRON ROD WITH ORANGE CAP STAMPED F#10194580 SET IN SAID IRREGULAR WEST LINE, BEING THE SOUTH LINE OF SAID 6.601 ACRE TRACT, FOR THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT, FROM WHICH A 5/8-INCH IRON ROD WITH YELLOW CAP STAMPED JONES CARTER PROPERTY CORNER FOUND AT AN ANGLE POINT IN SAID SOUTH LINE BEARS NORTH $76^{\circ}56'41''$ EAST, A DISTANCE OF 106.86 FEET;

THENCE, ALONG THE IRREGULAR WEST LINE OF SAID 80.550 ACRE TRACT, BEING THE SOUTH LINE OF SAID 6.601 ACRE TRACT AND THE HEREIN DESCRIBED TRACT, THE FOLLOWING TWO (2) COURSES AND DISTANCES:

- 1) SOUTH $76^{\circ}56'41''$ WEST, A DISTANCE OF 115.38 FEET TO A 5/8-INCH IRON ROD WITH ORANGE CAP STAMPED F#10194580 SET, FOR AN ANGLE POINT;
- 2) SOUTH $86^{\circ}09'35''$ WEST, A DISTANCE OF 57.57 FEET TO THE **POINT OF BEGINNING**, AND CONTAINING 2.420 ACRES (105,411 SQ. FT.) OF LAND MORE OR LESS.

INTENTIONALLY LEFT BLANK

NOTES:

- 1.) DISTANCES ARE IN U.S. SURVEY FEET AND ARE DISPLAYED IN SURFACE VALUES USING A COMBINED AVERAGE SCALE FACTOR OF 1.000108 GENERATED FROM NATIONAL GEODETIC SURVEY (NGS) ONLINE POSITIONING USER SYSTEM (OPUS) SOLUTIONS.
- 2.) BASIS OF BEARING IS BASED ON THE TEXAS COORDINATE SYSTEM, NAD83, CENTRAL ZONE, (4203). COORDINATES SHOWN HEREON ARE GRID.
- 3.) THIS LEGAL DESCRIPTION IS ACCOMPANIED BY A SEPARATE PLAT OF EVEN DATE.
- 4.) THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT, NO RESEARCH INTO EASEMENTS/ENCUMBRANCES WAS PERFORMED.

I HEREBY CERTIFY THAT THIS LEGAL DESCRIPTION AND THE ACCOMPANYING SURVEY PLAT OF EVEN DATE REPRESENTS THE FACTS FOUND DURING THE COURSE OF AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION.



01/31/2024

Mark A. Mercado, RPLS # 6350

Date

SurvWest, LLC

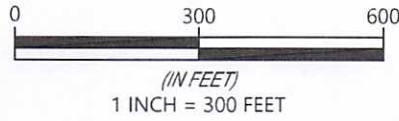
800 Paloma Drive, Suite 240

Round Rock, TX, 78665

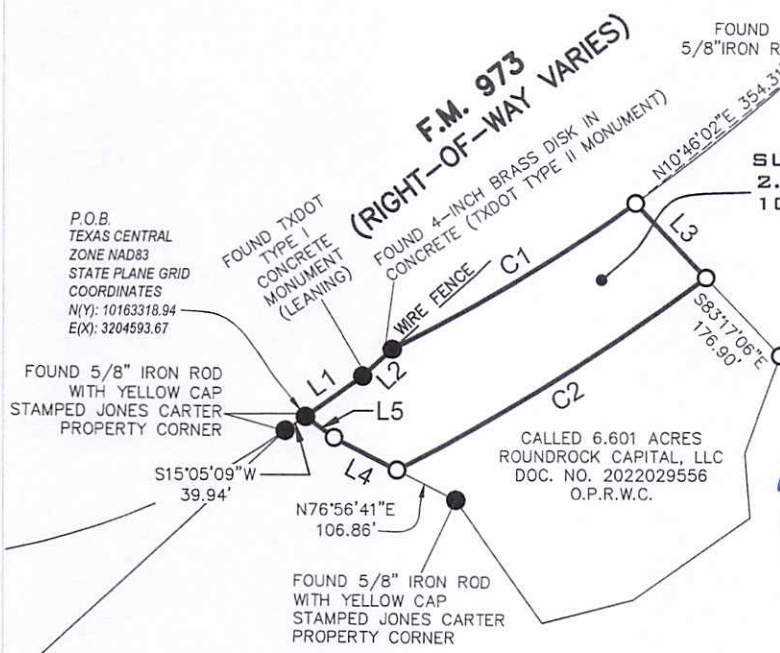
Texas Firm Registration No. 10194580

mmercado@survwest.com





- 5/8" IRON ROD WITH ORANGE CAP STAMPED "F#10194580" SET
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCING



A-317
H.T. & B.R.R.CO.

SUBJECT PARCEL
2.420 ACRE ± OR
105,411 SQ.FT. ±

CALLED 80.550 ACRES
TAYLOR FM973, LLC
DOC. NO. 2022030063
O.P.R.W.C.

CALLED 148.957 ACRES
HILDA J. PETERSON, TRUSTEE,
THE PETERSON FAMILY TRUST -
DECEDENT'S TRUST B U/T/A
DOC. NO. 2018022732
O.P.R.W.C.

THE SURVEY SHOWN HEREON WAS PERFORMED UNDER MY DIRECT SUPERVISION ON DECEMBER 5, 2023, AND IS TRUE AND CORRECT TO THE BEST OF MY ABILITIES.

Mark A. Mercado
01/31/2024

MARK A. MERCADO, RPLS 6350
FOR AND ON BEHALF OF SURVWEST, LLC



- 1.) DISTANCES ARE IN U.S. SURVEY FEET AND ARE DISPLAYED IN SURFACE VALUES USING A COMBINED AVERAGE SCALE FACTOR OF 1.000108 GENERATED FROM NATIONAL GEODETIC SURVEY (NGS) ONLINE POSITIONING USER SYSTEM (OPUS) SOLUTIONS.
- 2.) BASIS OF BEARING IS BASED ON THE TEXAS COORDINATE SYSTEM, NAD83, CENTRAL ZONE, (4203). COORDINATES SHOWN HEREON ARE GRID.
- 3.) THIS PLAT IS ACCOMPANIED BY A SEPARATE LEGAL DESCRIPTION OF EVEN DATE.
- 4.) THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT, NO RESEARCH INTO EASEMENTS/ENCUMBRANCES WAS PERFORMED BY SURVWEST.

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	N14°48'33"E	114.14'
L2	N07°21'30"E	65.02'
L3	S83°17'06"E	167.22'
L4	S76°56'41"W	115.38'
L5	S86°09'35"W	57.57'

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	463.75	2964.79	8°57'43"	N18°40'29"E	463.27
C2	593.74	3190.00	10°39'51"	S17°53'08"W	592.89

PL P23 PROJECTS/P230157 - LIA - WILLIAMSON COUNTY CORRIDOR A2 - WILLIAMSON COUNTY, TEXAS SURVEY NO. CAD001 WORKING DWG
 EXHIBITS WILLIAMSON COUNTY A2 PRIORITY TRACTS, RR CAPITAL 2.420 AC, DWG MARK MERCADO

SURVSWEST PROJECT NO. P230157

ADD'L INFO:

DRAWING NAME: WilliamsonCounty-A2_PriorityTracts_RRCapital_2.420Ac

REVISION: REV DESC:

SURVSWEST SURVEY-MAPPING
UTILITY-SUE
REAL ESTATE

720.259.9316
www.survswest.com

800 Paloma Dr, Suite 240
Round Rock, TX 78665
TX Firm No. 10194580

PLAT SHOWING 2.420 ACRE TRACT OUT OF THE
H.T. & B.R.R.CO. SURVEY, ABSTRACT NO. 317,
SITUATED IN WILLIAMSON COUNTY, TEXAS

TITLE:
**PROPOSED RIGHT-OF-WAY
ACQUISITION EXHIBIT**

DWN: MM	CHK'D: JR	DATE: 01/31/2024	SCALE: 1"=300'	SHEET NO.: 4 OF 4
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EXHIBIT "B"

DEED

Corridor A-2 Right of Way

THE STATE OF TEXAS

§

COUNTY OF WILLIAMSON

§

§

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT 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 **FM973 TRC 1 LLC**, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto **WILLIAMSON COUNTY, TEXAS**, all that certain tract or parcel of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows (the "Property"):

All of that certain 2.420 acre (105,411 square foot) tract of land out of and situated in the H.T. and B.R.R.CO. Survey, Abstract No. 317, Williamson County, Texas; said tract being more fully described by metes and bounds as Exhibit "A" attached hereto.

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the Property described in said Exhibit "A" 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 the 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 the proposed roadway facility project and 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 by, through or under Grantor.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 2024.

[signature page follows]

Commissioners Court - Regular Session

52.

Meeting Date: 02/13/2024

Corridor A-2 Purchase Contract

Submitted For: Charlie Crossfield

Submitted By: Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a purchase contract with Taylor FM 973 LLC for 23.864 acres and 4.951 acres needed as right of way on the Corridor A-2 project. Funding Source: TANS P588

Background

Fiscal Impact

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

Attachments

contract

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 02/08/2024

Reviewed By

Becky Pruitt

Date

02/08/2024 10:19 AM

Started On: 02/07/2024 05:18 PM

REAL ESTATE CONTRACT

Corridor A-2 Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by and between **TAYLOR FM973 LLC, a Texas limited liability company** (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 23.864 acre (1,039,527 square foot) tract of land out of and situated in the H.T. and B.R.R.CO. Survey, Abstract No. 317, Williamson County, Texas; said tract being more fully described by metes and bounds as Exhibit "A-1" attached hereto; and

All of that certain 4.951 acre (215,672 square foot) tract of land out of and situated in the H.T. and B.R.R.CO. Survey, Abstract No. 317, Williamson County, Texas; said tract being more fully described by metes and bounds as Exhibit "A-2" attached hereto;

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, any improvements upon the Property, and any damage to or cost of cure for the remaining property of Seller resulting from this purchase, shall be the sum of NINE MILLION and 00/100 Dollars (\$9,000,000.00).

Payment of Purchase Price

2.02. The Purchase Price shall be payable in cash or other readily available funds at the Closing.

Special Provisions and Additional Compensation

2.03. **Utilities within the Right of Way Property.** The parties agree that any public utilities as defined by Texas law shall be permitted to locate within the Property according to any applicable Federal, State, and local statutes or Williamson County Right of Way or Texas Department of Transportation utility permitting requirements in place at the time of application. Private utility providers or service lines shall be allowed to cross the Property at an angle not less than forty-five degrees by approved permit, but shall not be allowed to run parallel to the proposed roadway facilities along the length of the right of way Property.

2.04. **Potential Driveway Locations.** By execution of this Agreement, the parties acknowledge that the remaining property of Seller ("*Seller's Other Property*") is subject to driveway location spacing and sight distance analysis under Williamson County and or Texas Department of Transportation ("TxDoT") access management rules in place at the time of application (the "*Access Rules*"), and current spacing requirements would appear to be adequate to allow a driveway to FM 973 and proposed Samsung Highway/Corridor A-2 from *Seller's Other Property*. Any driveway permit sought by Seller for access to Seller's Other Property from Samsung Highway/Corridor A-2 shall require application, review and approval from the County Road & Bridge Department per applicable driveway/access design requirements all as promulgated under the Access Rules, including but not limited to a possible right turn deceleration lane, and any driveway permit sought by Seller for access to Seller's Other Property from FM 973 shall require application, review and approval from TxDoT per applicable driveway/access design requirements all as promulgated under the Access Rules, including but not limited to a possible right turn deceleration lane.

The provisions and any agreement terms contained in Sections 2.03-2.04 shall survive Closing of this transaction and are not merged herein.

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 Rise Title Company on or before February 28, 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-1 and A-2", conveying such interest in and to the portion of the Property free and clear of any and all monetary liens and restrictions, except for the following:

- (a) General real estate taxes for the year of closing and subsequent years not yet due and payable.
- (b) Any exceptions approved by Purchaser pursuant to Article III hereof; and
- (c) Any exceptions approved by Purchaser in writing.

(2) The Deed shall be in the form as shown in Exhibit "B" attached hereto and incorporated herein.

(3) Provide reasonable assistance as requested, at no cost to Seller, to cause the Title Company to deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, in Grantee's favor in the full amount of the Purchase Price, insuring Purchaser's contracted interests in and to the permanent interests being conveyed in the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

- (a) The boundary and survey exceptions shall be deleted.
- (b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and
- (c) The exception as to the lien for taxes shall be limited to the year of closing and shall be endorsed "Not Yet Due and Payable".

(4) Deliver to Purchaser possession of the Property if not previously done.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

- (a) Pay the cash portion of the Purchase Price and Additional Compensation.

Prorations

5.04. General real estate taxes for the then current year relating to the portion of the Property conveyed in fee shall be prorated as of the Closing Date and shall be adjusted in cash at the Closing but shall otherwise remain the obligation of Seller to satisfy. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation. Agricultural roll-back taxes, if any, which directly result from this Contract and conveyance shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

- (1) Owner's Title Policy and survey to be paid by Purchaser.
- (2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.
- (3) All other closing costs shall be paid by Purchaser.
- (4) Attorney's fees paid by each respectively as incurred.

ARTICLE VI BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

ARTICLE VII BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made, then Seller shall receive the amount of \$500 as liquidated damages for any failure by Purchaser.

ARTICLE VIII MISCELLANEOUS

Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

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

Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09 In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10 This Contract shall be effective as of the date it is approved by the Williamson County commissioners' court, which date is indicated beneath the County Judge's signature below.

Counterparts

8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

Contingent Possession and Use Agreement

8.12. Upon completion of (1) the full execution of this Contract by all parties, and (2) acknowledgment by the Title Company of delivery by Purchaser of the full Purchase Price to the Title Company, Purchaser, its agents and contractors shall be permitted at any time after February 28, 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 roadway improvement construction project of Purchaser upon the Property, and Seller agrees to make any gate access available to Purchaser, its contractors or utility facility owners as necessary to carry out the purposes of this paragraph. The parties further agree to continue to use diligence in assisting with any title curative measures or mortgage lien release required by the Contract to complete the Closing of the purchase transaction.

[signature page follows]

SELLER:

**TAYLOR FM973 LLC,
a Texas limited liability company**

By: 

Address: 3040 POST OAK BLVD.

Name: D HARIMARAJAH
HARIKUMAR RAJAH

SUITE 1212, HOUSTON TX 77056

Title: MANAGER

Date: 02/07/2024

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr.
County Judge

Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

Date: _____



EXHIBIT "A-1"

23.864 Acre Tract
County of Williamson, Texas

December 12, 2023
Project No. P230157

LEGAL DESCRIPTION

A 23.864 ACRE TRACT OF LAND SITUATED IN THE H.T. & B.R.R.CO. SURVEY, ABSTRACT NO. 317, WILLIAMSON COUNTY, TEXAS, AND BEING A PORTION OF A CALLED 45.931 ACRE TRACT OF LAND DESCRIBED IN A GENERAL WARRANTY DEED WITH VENDOR'S LIEN TO TAYLOR FM973 LLC IN DOCUMENT NO. 2022020739, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS; SAID 23.864 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2-INCH IRON ROD FOUND (GRID COORDINATES N= 10165021.84 US FEET, E= 3204941.76 US FEET) ON THE EAST RIGHT-OF-WAY (R.O.W.) LINE OF F.M. 973 (R.O.W. VARIES), BEING THE NORTHWEST CORNER OF CALLED 148.957 ACRE TRACT OF LAND DESCRIBED IN A SPECIAL WARRANTY DEED TO HILDA J. PETERSON, TRUSTEE, THE PETERSON FAMILY TRUST – DECEDENT'S TRUST B U/T/A DATED 1-4-2000 IN DOCUMENT NO. 2018022732, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, SAME BEING THE SOUTHWEST CORNER OF SAID 45.931 ACRE TRACT, AND THE HEREIN DESCRIBED TRACT, FROM WHICH A 5/8-INCH IRON ROD WITH ORANGE CAP STAMPED F#10194580 SET ON SAID EAST R.O.W. LINE, BEING AN ANGLE POINT IN THE WEST LINE OF SAID 148.957 ACRE TRACT, SAME BEING THE NORTHWEST CORNER OF A CALLED 80.550 ACRE TRACT OF LAND DESCRIBED IN A SPECIAL WARRANTY DEED TO TAYLOR FM973 LLC IN DOCUMENT NO. 2022030063, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS BEARS SOUTH 07°23'04" WEST, A DISTANCE OF 30.00 FEET;

THENCE, NORTH 07°23'04" EAST, ALONG THE EAST R.O.W. LINE OF F.M. 973, BEING THE WEST LINE OF SAID 45.931 ACRE TRACT AND THE HEREIN DESCRIBED TRACT, PASSING AT A DISTANCE OF 438.85 FEET, A TxDOT BRASS DISK FOUND, PASSING AT A DISTANCE OF 851.01 FEET, A 1/2-INCH IRON ROD FOUND, PASSING AT A DISTANCE OF 914.6 FEET, A 1/2-INCH IRON ROD WITH ALUMINUM CAP FOUND, PASSING AT A DISTANCE OF 940.36 FEET, A 1/2-INCH IRON ROD WITH YELLOW CAP STAMPED 5123353394 FOUND, AND CONTINUING FOR A TOTAL DISTANCE OF 1227.63 FEET TO A 1/2-INCH IRON ROD WITH ALUMINUM CAP FOUND AT AN ANGLE POINT IN THE EAST R.O.W. LINE OF F.M. 973, BEING THE NORTHWEST CORNER OF SAID 45.931 ACRE TRACT AND THE HEREIN DESCRIBED TRACT;

THENCE, SOUTH 82°44'12" EAST, ALONG THE EAST R.O.W. LINE OF F.M. 973, BEING THE NORTH LINE OF SAID 45.931 ACRE TRACT AND THE HEREIN DESCRIBED TRACT, A DISTANCE OF 80.00 FEET TO A 1/2-INCH IRON ROD WITH ALUMINUM CAP FOUND AT AN ANGLE POINT IN THE IRREGULAR WEST LINE OF A CALLED 70.00 ACRE TRACT OF LAND DESCRIBED IN A WARRANTY DEED TO PATRICIA A. DAFFIN IN DOCUMENT NO. 2008045907, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, FOR AN ANGLE POINT IN THE NORTH LINE OF SAID 45.931 ACRE TRACT AND THE HEREIN DESCRIBED TRACT;

THENCE, SOUTH 82°29'53" EAST, ALONG THE IRREGULAR WEST LINE OF SAID 70.00 ACRE TRACT, BEING THE NORTH LINE OF SAID 45.931 ACRE TRACT AND THE HEREIN DESCRIBED TRACT, A DISTANCE OF 1549.46 FEET TO A 1/2-INCH IRON ROD FOUND AT AN ANGLE POINT IN THE IRREGULAR WEST LINE OF SAID 70.00 ACRE TRACT, FOR THE NORTHEAST CORNER OF SAID 45.931 ACRE TRACT AND THE HEREIN DESCRIBED TRACT;

THENCE, SOUTH 07°45'27" WEST, ALONG THE IRREGULAR WEST LINE OF SAID 70.00 ACRE TRACT, BEING THE EAST LINE OF SAID 45.931 ACRE TRACT AND THE HEREIN DESCRIBED TRACT, A DISTANCE OF 346.44 FEET TO A 5/8-INCH IRON ROD WITH ORANGE CAP STAMPED F#10194580 SET, FOR AN ANGLE POINT;

THENCE, LEAVING THE IRREGULAR WEST LINE OF SAID 70.00 ACRE TRACT, OVER AND ACROSS SAID 45.931 ACRE TRACT, FOR THE SOUTHEAST LINE OF THE HEREIN DESCRIBED TRACT, THE FOLLOWING TWO (2) COURSES AND DISTANCES:

- 1) NORTH 82°58'33" WEST, A DISTANCE OF 222.83 FEET TO A 5/8-INCH IRON ROD WITH ORANGE CAP STAMPED F#10194580 SET, FOR THE POINT OF CURVATURE OF A CURVE TO THE LEFT;
- 2) ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 1250.00 FEET, A CENTRAL ANGLE OF 72°18'21", AN ARC LENGTH OF 1577.47 FEET AND A CHORD WHICH BEARS SOUTH 60°52'16" WEST, A DISTANCE OF 1474.85 FEET TO A 5/8-INCH IRON ROD WITH ORANGE CAP STAMPED F#10194580 SET IN THE NORTH LINE OF SAID 148.957 ACRE TRACT, BEING THE SOUTH LINE OF SAID 45.931 ACRE TRACT, FOR THE END OF SAID CURVE AND SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, NORTH 82°24'59" WEST, ALONG THE NORTH LINE OF SAID 148.957 ACRE TRACT, BEING THE SOUTH LINE OF SAID 45.931 ACRE TRACT AND THE HEREIN DESCRIBED TRACT, A DISTANCE OF 219.00 FEET TO THE **POINT OF BEGINNING**, AND CONTAINING 23.864 ACRES (1,039,527 SQ. FT.) OF LAND MORE OR LESS.

NOTES:

- 1.) DISTANCES ARE IN U.S. SURVEY FEET AND ARE DISPLAYED IN SURFACE VALUES USING A COMBINED AVERAGE SCALE FACTOR OF 1.000108 GENERATED FROM NATIONAL GEODETIC SURVEY (NGS) ONLINE POSITIONING USER SYSTEM (OPUS) SOLUTIONS.
- 2.) BASIS OF BEARING IS BASED ON THE TEXAS COORDINATE SYSTEM, NAD83, CENTRAL ZONE, (4203). COORDINATES SHOWN HEREON ARE GRID.
- 3.) THIS LEGAL DESCRIPTION IS ACCOMPANIED BY A SEPARATE PLAT OF EVEN DATE.
- 4.) THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT, NO RESEARCH INTO EASEMENTS/ENCUMBRANCES WAS PERFORMED.

I HEREBY CERTIFY THAT THIS LEGAL DESCRIPTION AND THE ACCOMPANYING SURVEY PLAT OF EVEN DATE REPRESENTS THE FACTS FOUND DURING THE COURSE OF AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION.

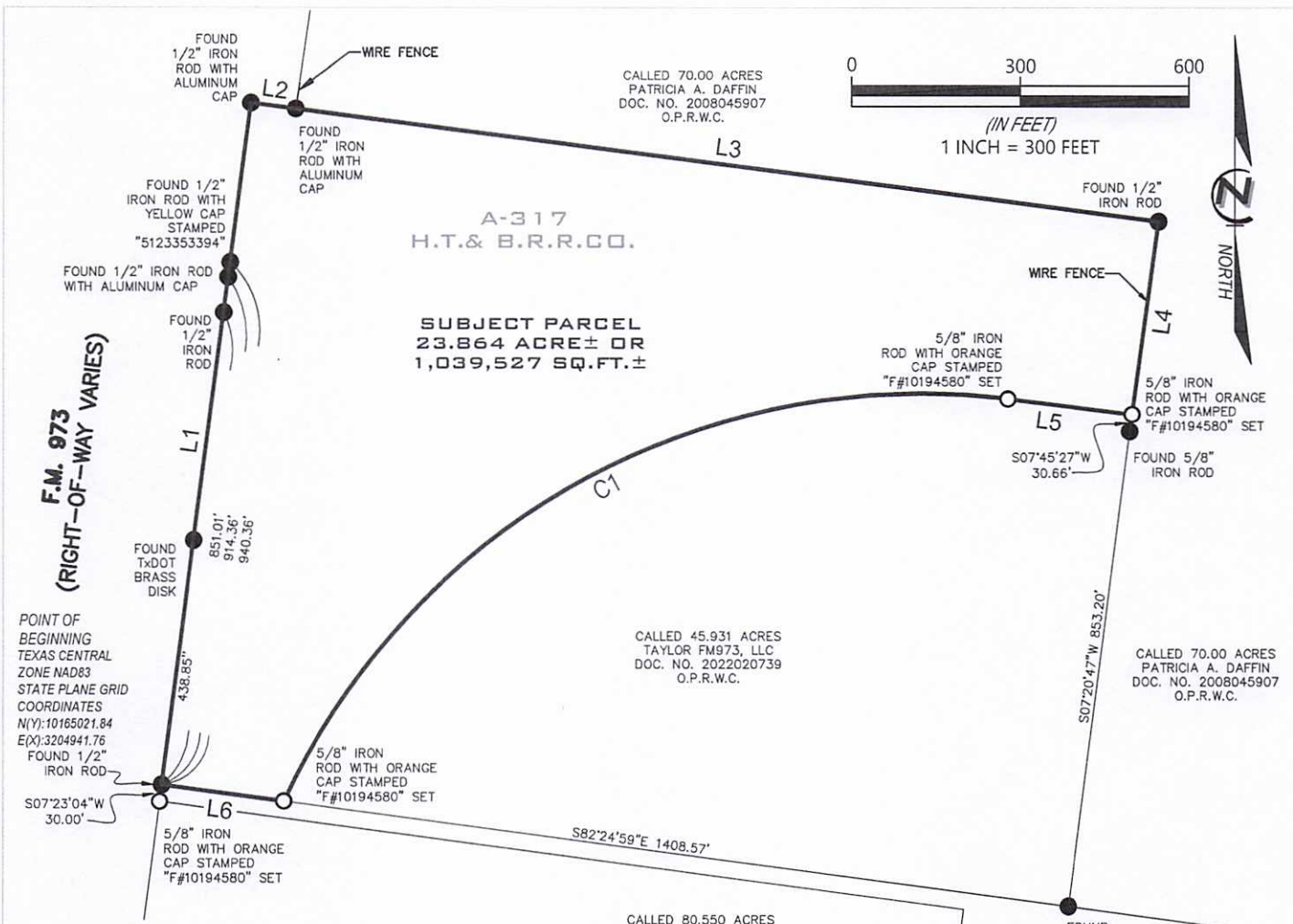


12/12/2023

Mark A. Mercado, RPLS # 6350
SurvWest, LLC
800 Paloma Drive, Suite 240
Round Rock, TX, 78665
Texas Firm Registration No. 10194580
mmercado@survwest.com

Date





THE SURVEY SHOWN HEREON WAS PERFORMED UNDER MY DIRECT SUPERVISION ON DECEMBER 5, 2023, AND IS TRUE AND CORRECT TO THE BEST OF MY ABILITIES.

Mark A. Mercado
 12/12/2023
 MARK A. MERCADO, RPLS 6350
 FOR AND ON BEHALF OF SURVWEST, LLC



CALLED 80.550 ACRES
 TAYLOR FM973, LLC
 DOC. NO. 2022030063
 O.P.R.W.C.

CALLED 148.957 ACRES
 HILDA J. PETERSON, TRUSTEE,
 THE PETERSON FAMILY TRUST -
 DECEDENT'S TRUST B U/T/A
 DOC. NO. 2018022732
 O.P.R.W.C.

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	N 07°23'04" E	1227.63'
L2	S 82°44'12" E	80.00'
L3	S 82°29'53" E	1549.46'
L4	S 07°45'27" W	346.44'
L5	N 82°58'33" W	222.83'
L6	N 82°24'59" W	219.00'

- 1.) DISTANCES ARE IN U.S. SURVEY FEET AND ARE DISPLAYED IN SURFACE VALUES USING A COMBINED AVERAGE SCALE FACTOR OF 1.000108 GENERATED FROM NATIONAL GEODETIC SURVEY (NGS) ONLINE POSITIONING USER SYSTEM (OPUS) SOLUTIONS.
- 2.) BASIS OF BEARING IS BASED ON THE TEXAS COORDINATE SYSTEM, NAD83, CENTRAL ZONE, (4203). COORDINATES SHOWN HEREON ARE GRID.
- 3.) THIS PLAT IS ACCOMPANIED BY A SEPARATE LEGAL DESCRIPTION OF EVEN DATE.
- 4.) THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT, NO RESEARCH INTO EASEMENTS/ENCUMBRANCES WAS PERFORMED BY SURVWEST.

CURVE TABLE					
CURVE #	LENGTH	RADIUS	CENTRAL ANGLE	CHORD BEARING	CHORD DISTANCE
C1	1577.47'	1250.00'	72°18'21"	S60°52'16"W	1474.85'

SURVWEST PROJECT NO. P230157
 ADDL INFO:
 DRAWING NAME: WilliamsonCounty-A2_PriorityTracts_23.864Ac
 REVISION: REV DESC:

 SURVEY-MAPPING UTILITY-SUE REAL ESTATE
 720.259.9318 800 Paloma Dr, Suite 240 Round Rock, TX 78665 TX Firm No. 10194580
 www.survwest.com

PLAT SHOWING 23.864 ACRE TRACT OUT OF THE H.T.& B.R.R.CO. SURVEY, ABSTRACT NO. 317, SITUATED IN WILLIAMSON COUNTY, TEXAS
 TITLE: **PROPOSED RIGHT-OF-WAY ACQUISITION EXHIBIT**
 DWN: DP CHK'D: MM DATE: 12/12/2023 SCALE: 1"=300' SHEET NO: 4 OF 4

PL P23 PROJECTS#20157-A2 - WILLIAMSON COUNTY CORRIDOR A2 - WILLIAMSON COUNTY, TEXAS SURVEY#04_CADD01_WORRINGBROW EXHIBIT#WILLIAMSONCOUNTY-A2_PRIORITYTRACTS_23.864AC.DWG MARK MERCADO



EXHIBIT "A-2"

4.951 Acre Tract
County of Williamson, Texas

December 12, 2023
Project No. P230157

LEGAL DESCRIPTION

A 4.951 ACRE TRACT OF LAND SITUATED IN THE H.T. & B.R.R.CO. SURVEY, ABSTRACT NO. 317, WILLIAMSON COUNTY, TEXAS, AND BEING A PORTION OF A CALLED 80.550 ACRE TRACT OF LAND DESCRIBED IN A SPECIAL WARRANTY DEED TO TAYLOR FM973 LLC IN DOCUMENT NO. 2022030063, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS; SAID 4.951 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED IN TWO (2) PARTS BY METES AND BOUNDS AS FOLLOWS:

PART 1 – 4.102 ACRES

COMMENCING AT A 1/2-INCH IRON ROD FOUND (GRID COORDINATES N= 10165021.84 US FEET, E= 3204941.76 US FEET) ON THE EAST RIGHT-OF-WAY (R.O.W.) LINE OF F.M. 973 (R.O.W. VARIES), BEING THE NORTHWEST CORNER OF A CALLED 148.957 ACRE TRACT OF LAND DESCRIBED IN A SPECIAL WARRANTY DEED TO HILDA J. PETERSON, TRUSTEE, THE PETERSON FAMILY TRUST – DECEDENT’S TRUST B U/T/A DATED 1-4-2000 IN DOCUMENT NO. 2018022732, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, SAME BEING THE SOUTHWEST CORNER OF A CALLED 45.931 ACRE TRACT OF LAND DESCRIBED IN A GENERAL WARRANTY DEED TO TAYLOR FM973 LLC IN DOCUMENT NO. 2022020739, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS

THENCE, SOUTH 07°23’04” WEST, ALONG THE EAST R.O.W. LINE OF F.M. 973, BEING THE IRREGULAR WEST LINE OF SAID 148.957 ACRE TRACT, A DISTANCE OF 30.00 FEET TO A 5/8-INCH IRON ROD WITH ORANGE CAP STAMPED F#10194580 SET (GRID COORDINATES N= 10164992.08 US FEET, E= 3204937.90 US FEET) FOR THE **POINT OF BEGINNING** AND NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT, BEING AN ANGLE POINT IN THE IRREGULAR WEST LINE OF SAID 148.957 ACRE TRACT, SAME BEING THE NORTHWEST CORNER OF SAID 80.550 ACRE TRACT;

THENCE, SOUTH 82°24’59” EAST, LEAVING THE EAST R.O.W. LINE OF F.M. 973, ALONG THE IRREGULAR WEST LINE OF SAID 148.957 ACRE TRACT, BEING THE NORTH LINE OF SAID 80.550 ACRE TRACT AND THE HEREIN DESCRIBED TRACT, A DISTANCE OF 210.06 FEET TO A 5/8-INCH IRON ROD WITH ORANGE CAP STAMPED F#10194580 SET FOR THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT AND POINT OF CURVATURE OF A NON-TANGENT CURVE TO THE LEFT, FROM WHICH A 5/8-INCH IRON ROD WITH ORANGE CAP STAMPED F#10194580 SET FOR THE NORTHEAST CORNER OF SAID 80.550 ACRE TRACT, BEING AN ANGLE POINT IN THE IRREGULAR WEST LINE OF SAID 148.957 ACRE TRACT BEARS, SOUTH 82°24’59” EAST, A DISTANCE OF 1234.16 FEET;

THENCE, LEAVING THE IRREGULAR WEST LINE OF SAID 148.957 ACRE TRACT, OVER AND ACROSS SAID 80.550 ACRE TRACT, FOR THE EAST LINE OF THE HEREIN DESCRIBED TRACT, THE FOLLOWING THREE (3) COURSES AND DISTANCES:

- 1) ALONG SAID NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 1250.00 FEET, A CENTRAL ANGLE OF 15°31'36", AN ARC LENGTH OF 338.74 FEET AND A CHORD WHICH BEARS SOUTH 15°31'17" WEST, A DISTANCE OF 337.71 FEET TO A 5/8-INCH IRON ROD WITH ORANGE CAP STAMPED F#10194580 SET FOR THE END OF SAID NON-TANGENT CURVE;
- 2) SOUTH 07°45'29" WEST, A DISTANCE OF 467.44 FEET TO A 5/8-INCH IRON ROD WITH ORANGE CAP STAMPED F#10194580 SET FOR THE POINT OF CURVATURE OF A NON-TANGENT CURVE TO THE RIGHT;
- 3) ALONG SAID NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 3190.00 FEET, A CENTRAL ANGLE OF 04°47'43", AN ARC LENGTH OF 266.98 FEET AND A CHORD WHICH BEARS SOUTH 10°09'20" WEST, A DISTANCE OF 266.90 FEET TO A 5/8-INCH IRON ROD WITH ORANGE CAP STAMPED F#10194580 SET IN THE NORTH LINE OF THAT CERTAIN 6.601 ACRE TRACT OF LAND TO TIMOTHY S. CARNES AND ROXANNE B. CARNES, AND DESCRIBED IN DOCUMENT NO. 2022030063, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, BEING THE IRREGULAR WEST LINE OF SAID 80.550 ACRE TRACT, FOR THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT AND END OF SAID NON-TANGENT CURVE;

THENCE, NORTH 83°17'06" WEST, ALONG THE NORTH LINE OF SAID 6.601 ACRE TRACT, BEING THE IRREGULAR WEST LINE OF SAID 80.550 ACRE TRACT, FOR THE SOUTH LINE OF THE HEREIN DESCRIBED TRACT, A DISTANCE OF 167.22 FEET TO A 5/8-INCH IRON ROD WITH ORANGE CAP STAMPED F#10194580 SET IN THE EAST R.O.W. LINE OF F.M. 973, BEING THE NORTHWEST CORNER OF SAID 6.601 ACRE TRACT, SAME BEING AN ANGLE POINT IN THE IRREGULAR WEST LINE OF SAID 80.550 ACRE TRACT, FOR THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, ALONG THE EAST R.O.W. LINE OF F.M. 973, BEING THE IRREGULAR WEST LINE OF SAID 80.550 ACRE TRACT, FOR THE WEST LINE OF THE HEREIN DESCRIBED TRACT, THE FOLLOWING TWO (2) COURSES AND DISTANCES:

- 1) ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 2966.32 FEET, A CENTRAL ANGLE OF 06°50'52", AN ARC LENGTH OF 354.52 FEET AND A CHORD WHICH BEARS NORTH 10°46'02" EAST, A DISTANCE OF 354.31 FEET TO A 5/8-INCH IRON ROD FOUND FOR THE END OF SAID NON-TANGENT CURVE

- 2) NORTH $07^{\circ}23'04''$ EAST, A DISTANCE OF 717.31 FEET TO THE **POINT OF BEGINNING**, AND CONTAINING 4.102 ACRES (178,690 SQ. FT.) OF LAND MORE OR LESS.

PART 2 – 0.849 ACRES

BEGINNING, AT A 5/8-INCH IRON ROD WITH YELLOW CAP STAMPED JONES CARTER PROP CORNER FOUND (GRID COORDINATES N= 10163318.94 US FEET, E= 3204593.67 US FEET) IN THE EAST R.O.W. LINE OF F.M. 973, BEING THE SOUTHWEST CORNER OF SAID 6.601 ACRE TRACT, SAME BEING AN ANGLE POINT IN THE IRREGULAR WEST LINE OF SAID 80.550 ACRE TRACT, FOR THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, LEAVING THE EAST R.O.W. LINE OF F.M. 973, ALONG THE SOUTH LINE OF SAID 6.601 ACRE TRACT, BEING THE IRREGULAR WEST LINE OF SAID 80.550 ACRE TRACT, FOR THE NORTH LINE OF THE HEREIN DESCRIBED TRACT, THE FOLLOWING TWO (2) COURSES AND DISTANCES:

- 1) NORTH $86^{\circ}09'35''$ EAST, A DISTANCE OF 57.57 FEET TO A 5/8-INCH IRON ROD WITH ORANGE CAP STAMPED F#10194580 SET, FOR AN ANGLE POINT;
- 2) NORTH $76^{\circ}56'41''$ EAST, A DISTANCE OF 115.38 FEET TO A 5/8-INCH IRON ROD WITH ORANGE CAP STAMPED F#10194580 SET, FOR THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT, AND POINT OF CURVATURE OF A NON-TANGENT CURVE TO THE RIGHT;

THENCE, LEAVING THE SOUTH LINE OF SAID 6.601 ACRE TRACT, OVER AND ACROSS SAID 80.550 ACRE TRACT, FOR THE EAST LINE OF THE HEREIN DESCRIBED TRACT, ALONG SAID NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 3190.00 FEET, A CENTRAL ANGLE OF $08^{\circ}48'08''$, AN ARC LENGTH OF 490.07 FEET AND A CHORD WHICH BEARS SOUTH $27^{\circ}37'07''$ WEST, A DISTANCE OF 489.59 FEET TO A 5/8-INCH IRON ROD WITH ORANGE CAP STAMPED F#10194580 SET IN THE EAST LINE OF A POSSIBLE OLD COUNTY ROAD AS INDICATED IN DOCUMENT 2012076138, OFFICIAL PUBLIC RECORDS, WILLAIMSON COUNTY, TEXAS, BEING THE IRREGULAR WEST LINE OF SAID 80.550 ACRE TRACT, FOR THE SOUTH CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, NORTH $07^{\circ}17'25''$ EAST, ALONG THE EAST LINE OF THE SAID POSSIBLE OLD COUNTY ROAD, BEING THE IRREGULAR WEST LINE OF SAID 80.550 ACRE TRACT, FOR THE WEST LINE OF THE HEREIN DESCRIBED TRACT, A DISTANCE OF 368.30 FEET TO A 5/8-INCH IRON ROD WITH YELLOW CAP STAMPED JONES CARTER PROP CORNER FOUND IN THE EAST R.O.W. LINE OF F.M. 973, BEING AN ANGLE POINT IN THE IRREGULAR WEST LINE OF SAID 80.550 ACRE TRACT, FOR AN ANGLE POINT;

THENCE, NORTH 15°05'09" EAST, CONTINUING ALONG THE EAST R.O.W. LINE OF F.M. 973, BEING THE IRREGULAR WEST LINE OF SAID 80.550 ACRE TRACT, FOR THE WEST LINE OF THE HEREIN DESCRIBED TRACT, A DISTANCE OF 39.94 FEET TO THE **POINT OF BEGINNING**, AND CONTAINING 0.849 ACRES (36,982 SQ. FT.) OF LAND MORE OR LESS.

NOTES:

- 1.) DISTANCES ARE IN U.S. SURVEY FEET AND ARE DISPLAYED IN SURFACE VALUES USING A COMBINED AVERAGE SCALE FACTOR OF 1.000108 GENERATED FROM NATIONAL GEODETIC SURVEY (NGS) ONLINE POSITIONING USER SYSTEM (OPUS) SOLUTIONS.
- 2.) BASIS OF BEARING IS BASED ON THE TEXAS COORDINATE SYSTEM, NAD83, CENTRAL ZONE, (4203). COORDINATES SHOWN HEREON ARE GRID.
- 3.) THIS LEGAL DESCRIPTION IS ACCOMPANIED BY A SEPARATE PLAT OF EVEN DATE.
- 4.) THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT, NO RESEARCH INTO EASEMENTS/ENCUMBRANCES WAS PERFORMED.

I HEREBY CERTIFY THAT THIS LEGAL DESCRIPTION AND THE ACCOMPANYING SURVEY PLAT OF EVEN DATE REPRESENTS THE FACTS FOUND DURING THE COURSE OF AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION.

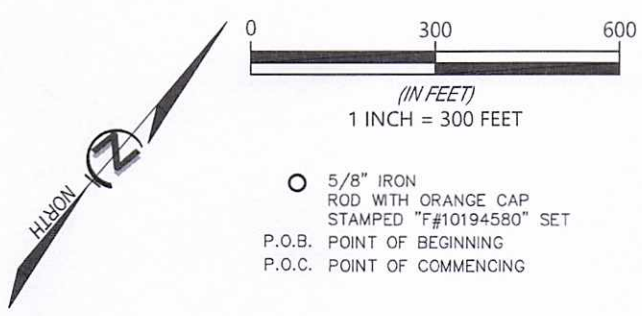


12/12/2023

Mark A. Mercado, RPLS # 6350
SurvWest, LLC
800 Paloma Drive, Suite 240
Round Rock, TX, 78665
Texas Firm Registration No. 10194580
mmercado@survwest.com

Date





○ 5/8" IRON ROD WITH ORANGE CAP STAMPED "F#10194580" SET
 P.O.B. POINT OF BEGINNING
 P.O.C. POINT OF COMMENCING

P.O.B.-PART 1
 TEXAS CENTRAL ZONE NAD83
 STATE PLANE GRID COORDINATES
 N(Y): 10164992.08
 E(X): 3204937.90

P.O.C.-PART 1
 TEXAS CENTRAL ZONE NAD83
 STATE PLANE GRID COORDINATES
 N(Y): 10165021.84
 E(X): 3204941.76
 FOUND 1/2" IRON ROD

SUBJECT PARCEL PART 1
 4.102 ACRE± OR
 178,690 SQ.FT.±

CALLER 45.931 ACRES
 TAYLOR FM973, LLC
 DOC. NO. 2022020739
 O.P.R.W.C.

CALLER 148.957 ACRES
 HILDA J. PETERSON, TRUSTEE,
 THE PETERSON FAMILY TRUST -
 DECEDENT'S TRUST B U/T/A
 DOC. NO. 2018022732
 O.P.R.W.C.

A-317
 H.T. & B.R.R.CO.

CALLER 80.550 ACRES
 TAYLOR FM973, LLC
 DOC. NO. 2022030063
 O.P.R.W.C.

THE SURVEY SHOWN HEREON WAS PERFORMED UNDER MY DIRECT SUPERVISION ON DECEMBER 5, 2023, AND IS TRUE AND CORRECT TO THE BEST OF MY ABILITIES.

Mark A. Mercado
 12/12/2023

MARK A. MERCADO, RPLS 6350
 FOR AND ON BEHALF OF SURVWEST, LLC



F.M. 973
 (RIGHT-OF-WAY VARIES)

P.O.B.-PART 2
 TEXAS CENTRAL ZONE NAD83
 STATE PLANE GRID COORDINATES
 N(Y): 10163318.94
 E(X): 3204593.67

CALLER 6.601 ACRES
 TIMOTHY S. CARNES AND
 ROXANNE B. CARNES
 DOC. NO. 2022030063
 O.P.R.W.C.

FOUND 5/8" IRON ROD WITH YELLOW CAP STAMPED CARTER JONES PROP CORNER

FOUND 5/8" IRON ROD WITH YELLOW CAP STAMPED CARTER JONES PROP CORNER

SUBJECT PARCEL PART 2
 0.849 ACRE± OR
 36,982 SQ.FT.±

- 1.) DISTANCES ARE IN U.S. SURVEY FEET AND ARE DISPLAYED IN SURFACE VALUES USING A COMBINED AVERAGE SCALE FACTOR OF 1.000108 GENERATED FROM NATIONAL GEODETIC SURVEY (NGS) ONLINE POSITIONING USER SYSTEM (OPUS) SOLUTIONS.
- 2.) BASIS OF BEARING IS BASED ON THE TEXAS COORDINATE SYSTEM, NAD83, CENTRAL ZONE, (4203). COORDINATES SHOWN HEREON ARE GRID.
- 3.) THIS PLAT IS ACCOMPANIED BY A SEPARATE LEGAL DESCRIPTION OF EVEN DATE.
- 4.) THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT, NO RESEARCH INTO EASEMENTS/ENCUMBRANCES WAS PERFORMED BY SURVWEST.

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	S 82°24'59" E	210.06'
L2	S 07°45'29" W	467.44'
L3	N 83°17'06" W	167.22'
L4	N 07°23'04" E	717.31'
L5	N 86°09'35" E	57.57'
L6	N 76°56'41" E	115.38'
L7	N 07°17'25" E	368.30'
L8	N 15°05'09" E	39.94'

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	338.74	1250.00	15°31'36"	S15° 31' 17"W	337.71
C2	266.98	3190.00	4°47'43"	S10° 09' 20"W	266.90
C3	354.52	2966.32	6°50'52"	N10° 46' 02"E	354.31
C4	490.07	3190.00	8°48'08"	S27° 37' 07"W	489.59

SURVWEST PROJECT NO. P230157
 ADD'L INFO:
 DRAWING NAME: MERCADO SIG
 REVISION: REV DESC:

SURVWEST SURVEY/MAPPING
 UTILITY/SUE REAL ESTATE
 720.259.9316 800 Paloma Dr, Suite 240
 www.survwest.com Round Rock, TX 78665
 TX Firm No. 10194580

PLAT SHOWING 4.951 ACRE TRACT OUT OF THE
 H.T. & B.R.R.CO. SURVEY, ABSTRACT NO. 317,
 SITUATED IN WILLIAMSON COUNTY, TEXAS

TITLE: **PROPOSED RIGHT-OF-WAY ACQUISITION EXHIBIT**

DWN: DP	CHK'D: MM	DATE: 12/12/2023	SCALE: 1"=300'	SHEET NO: 5 OF 5
---------	-----------	------------------	----------------	------------------

C:\USERS\MAR\MERCADO\DESKTOP\WMS\SIGNATURE_SEAL\MERCADO.SIG.DWG MARK MERCADO

EXHIBIT "B"

DEED

Corridor A-2 Right of Way

THE STATE OF TEXAS

§

COUNTY OF WILLIAMSON

§

§

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:

That **TAYLOR FM973 LLC**, a Texas limited liability company, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto **WILLIAMSON COUNTY, TEXAS**, all that certain tract or parcel of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows (the "Property"):

All of that certain 23.864 acre (1,039,527 square foot) tract of land out of and situated in the H.T. and B.R.R.CO. Survey, Abstract No. 317, Williamson County, Texas; said tract being more fully described by metes and bounds as Exhibit "A-1" attached hereto; and

All of that certain 4.951 acre (215,672 square foot) tract of land out of and situated in the H.T. and B.R.R.CO. Survey, Abstract No. 317, Williamson County, Texas; said tract being more fully described by metes and bounds as Exhibit "A-2" attached hereto.

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the Property described in said Exhibits "A & B" 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 the 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 the proposed roadway facility project and 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 by, through or under Grantor.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 2024.

[signature page follows]

GRANTOR:

TAYLOR FM973 LLC, a Texas limited liability company

By: [Signature]

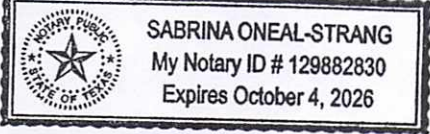
Name: DHARMARAJAH HAJIKUMAR RAJAH

Title: MANAGER

ACKNOWLEDGMENT

STATE OF TEXAS §
COUNTY OF Harris §

This instrument was acknowledged before me on this the 7th day of February, 2024 by Dharmarajah Hajikumar Rajah in the capacity and for the purposes and consideration recited therein



[Signature]
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
Attn: County Auditor
710 Main Street, Suite 101
Georgetown, Texas 78626

AFTER RECORDING RETURN TO:

Commissioners Court - Regular Session

53.

Meeting Date: 02/13/2024

Hero Way 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 Jeff Arbogust for personal property required to be moved as a result of the right of way acquisition for the Hero Way project (Parcel 221). Funding Source: TANS P588

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

claim

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 02/08/2024

Reviewed By

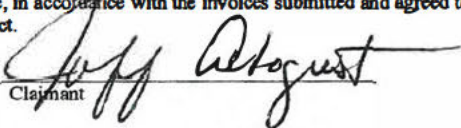
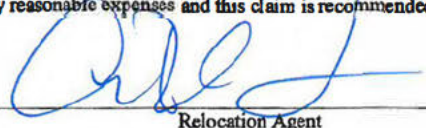
Becky Pruitt

Date

02/08/2024 11:27 AM

Started On: 02/08/2024 10:57 AM

CLAIM FOR ACTUAL MOVING EXPENSES

Print or Type All Information				
1. Name of Claimant(s) Jeff Arbogust		Parcel No: 221		County: Williamson
				Project: Hero Way/RM 2243
<input checked="" type="checkbox"/> [Redacted] <input type="checkbox"/> Business <input type="checkbox"/> Farm <input type="checkbox"/> Nonprofit <input type="checkbox"/> Sign <input type="checkbox"/> Other				
[Redacted] d by State:		3. Address Moved To: [Redacted]		
Claimant's Telephone No. [Redacted]		5. Distance Moved: 34.00 Miles		
4. Occupancy of Property Acquired by Williamson County: From (Date): January 2020 To (Date of Move): 12/12/2023		7. Mover's Name and Address: Harmony Kempner Texas 76539 512-658-0069		
<input type="checkbox"/> Owner/Occupant <input checked="" type="checkbox"/> Tenant				
6. Controlling Dates	Mo.	Day	Yr.	
a. First Offer in Negotiation	12	08	2022	
b. Date Property Acquired	11	07	2023	
c. Date Required to Move	12	29	2023	
8. Property Storage (attach explanation) From (Date): N/A To (Date of Move): N/A		9. Amount of Claim:		
Place Stored (Name and Address): N/A		a. Moving Expenses	\$	\$28,450 *
		b. Reestablishment Expenses	\$	
		c. Searching Expenses	\$	
		d. Tangible Property Loss	\$	
		e. Storage	\$	
		f. Temporary Lodging	\$	
		g. Total Amount	\$	\$28,450
10. Temporary Lodging (attach explanation) From (Date): N/A To (Date of Move): N/A				
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.				
Date of Claim: 1-16-2024		 Claimant		
_____ 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 \$ 28,450 *		 Relocation Agent		
1-16-2024 Date				
_____ Date		_____ Williamson County Judge		

* This is a partial move payment for moving items located outside the house including items in the barn, various construction equipment and the moving of the tenant's personal property storage shed. The remaining personal property located inside the residence will be moved as a separate move and submitted as a separate move claim.

HARMONY ✓

QUOTE/
INVOICE

Date: 12/11/2023
Quote #: 523191
Expiration Date: 12/30/2023

Project Name: JEFF ARBOGUST

Address: [Redacted]
Attn:

Phone: [Redacted]
Customer ID: 12112023-7

Salesperson	Job	Terms	Due Date
JOSE GONZALES			

Qty	Description	Unit Price	Line Total
	HOUSEHOLD:		
1	BOXING AND MOVING FURNITURE AND CONTENTS		\$ 18,450.00
	EXTERIOR:		
1	BOXING TWO SHEDS AND MOVING		\$ 7,900.00 ✓
1	MOVING 14 X20 SHED		\$ 1,500.00 ✓
	MOVING EQUIPMENT:		
	8 TRAILERS, 2 TORO DINGOS, 1 RV AERO 2006, 4 MOWERS 1 POLARIS UTV, 1 LOG SPLITTER, POWER RACK, 1 NORTHSTAR 60 GAL POWER SPRAYER, 5 LARGE LADDERS, ALUM CARGO CARRIER, DOG KENNEL, OUTDOOR FURNITURE ETC, FIREPIT, LARGE WATER TROUGH PLANTERS, PROPANE TANKS		\$ 17,650.00 ✓
	SUPPLIES FOR MOVING		\$ 2,725.00

28450 ✓
28,450 ✓
~~28,450~~

Subtotal \$ 48,225.00
Sales Tax
Total \$ 48,225.00

ACCEPTANCE: *Jeff Arbogust*
DATE: 12/12/2023
Balance Due \$19,775

Thank you for your business!

HARMONY KEMPNER, TEXAS 76539 512-658-0069

*paid check #1237
expiration moving 1st*

*Verified Paid with
1-16-24
Jose Gonzalez*

CERTIFICATION OF ELIGIBILITY

Project: *RM 22431 Horoway*
Parcel: *221*

Displacee: *Jebe Arbogust*

Individuals, Families and Unincorporated Businesses or Farming Operations

I certify that myself and any other party(ies) with a financial interest in this relocation assistance claim are either:

Citizens or Nationals of the United States

or

Aliens lawfully present in the United States

* If an Alien lawfully present in the United States, supporting documentation will be required.

Jebe Arbogust

Claimant

Date: *3/13/2023*

Claimant

Date:

Incorporated Business, Farm or Nonprofit Organizations

I certify that I have signature authority for this entity and such entity is lawfully incorporated under the applicable state's laws and authorized to conduct business within the United States.

Claimant


Date:

Contact Notes

Project FM 2244/Hero Way

Parcel 221

Name Jeff Arbogust

Date	Comments
	Jeff Arbogust 
12-14-22	Called Jeff Arbogust to set up appointment to meet to discuss his relocation benefits. Left message. No reply
01-09-23	Called Jeff Arbogust to set up appointment to meet to discuss his relocation benefits. Left message. No reply
0-30-23	Called Jeff Arbogust to set up appointment to meet to discuss his relocation benefits. Left message. No reply
02-22-23	Called Jeff Arbogust to set up appointment to meet to discuss his relocation benefits. Left message. No reply
03-01-23	Called Jeff Arbogust to set up appointment to meet to discuss his relocation benefits. Left message. No reply
03-07-23	Spoke with the property owner's attorney and ask her to have the tenant Jeff Arbogust to call me.
03-21-23	The property owners attorney and Jeff Arbogust called me and I was able to set an appointment to meet to discuss his relocation.
03-30-23	I met with Mr. Arbogust and explained the project and his relocation entitlements, I went over the rent supplement and moving options. I also explained that he would be receiving a letter from me giving him no less than 90 days to move from the time that I provide him replacement housing. I also explained to him that when the property is purchased by the county that I will be sending him a 30 notice to vacate. He said that he understood, I also told him to contact me before moving to avoid any loss of benefits.
6-12-23	90 day letter sent
7-14-23	Called Jeff Arbogust to see if he had any questions regarding the rent supplement and moving. He said he did not and would let me know if something came up, he said that once the property closes, he will look at moving. I told him I would be in touch.
11-29-23	Sent 30 day letter
12-04-23	Called Jeff Arbogust to set up time to meet.
12-8-23	Met with Jeff Arbogust to discuss moving pf his personal property and his rent supplement.
12-12-23	Sent two move estimates to Sheets and Crossfield for their review and approval.
12-12-23	Move estimates were approved. I called Jeff Arbogust and let hm know that he was approved to go ahead with the lower of the two movers. He said that he would get started.

Commissioners Court - Regular Session

54.

Meeting Date: 02/13/2024

E Wilco Highway 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 Deedee Loveless for personal property required to be moved as a result of the right of way acquisition for the E. Wilco Highway project (Parcel 49). Funding Source: TANS P588

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

claim

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 02/08/2024

Reviewed By

Becky Pruitt

Date

02/08/2024 11:28 AM

Started On: 02/08/2024 11:03 AM

CLAIM FOR ACTUAL MOVING EXPENSES

Print or Type All Information					
1. Name of Claimant(s) <i>Doa Dee Loveless</i>		Parcel No: 49		County: Williamson	
<input checked="" type="checkbox"/> Residence <input type="checkbox"/> Business <input type="checkbox"/> Farm <input type="checkbox"/> Nonprofit <input type="checkbox"/> Sign <input type="checkbox"/> Other		Project: SE Loop			
2. Address of Property Acquired [REDACTED]		3. Address Moved To: [REDACTED]			
4. Occupancy of Property Acquired by County: From (Date): _____ To (Date of Move): 12-29-2023		5. Distance Moved: <i>48</i> Miles			
<input checked="" type="checkbox"/> Owner/Occupant <input type="checkbox"/> Tenant		7. Mover's Name and Address: Miller Moving Company			
6. Controlling Dates		512-588-2133			
a. First Offer in Negotiation	Mo.	Day	Yr.	9. Amount of Claim:	
b. Date Property Acquired					a. Moving Expenses \$3,000.00
c. Date Required to Move	12	31	2023		b. Reestablishment Expenses \$
8. Property Storage (attach explanation) From (Date): N/A To (Date of Move): N/A		c. Searching Expenses \$			
Place Stored (Name and Address): N/A		d. Tangible Property Loss \$			
10. Temporary Lodging (attach explanation) From (Date): N/A To (Date of Move): N/A		e. Storage \$			
		f. <u>Temporary Lodging</u> \$			
		g. Total Amount \$3,000.00			
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.					
<div style="display: flex; justify-content: space-between;"> <div style="width: 40%;"><i>Doa Dee Loveless</i> _____ Claimant</div> <div style="width: 50%; text-align: right;">Date of Claim: <i>1/9/24</i></div> </div>					
_____ 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 \$3,000.00					
<i>1-22-2024</i> _____ Date		 _____ Relocation Agent			
_____ Date		_____ Williamson County Judge			

Miller Moving Co.

SE Loop
Parcel 49

512-588-2133

Dee Dee Loveless

Receipt

- Truck & Travel fee

\$500.00

- Estimate for Labor

\$2,000.00

Total:

\$2,500

Final invoice

- Truck & Travel

\$500.00

- Labor

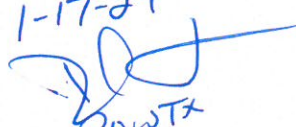
\$2,500

Total:

\$3,000.00

Paid

Move Personal Property
from Parcel 49 on
SE Loop that was
acquired by
Williamson County

Verified Paid
with Clinton Duross
1-17-24

ROWTX

CERTIFICATION OF ELIGIBILITY

Project: SE Loop

Parcel: 49

Displacee: DeeDee L. LOVELESS

Individuals, Families and Unincorporated Businesses or Farming Operations

I certify that myself and any other party(ies) with a financial interest in this relocation assistance claim are either:

Citizens or Nationals of the United States

or

Aliens lawfully present in the United States

* If an Alien lawfully present in the United States, supporting documentation will be required.

DeeDee L. Loveless
Claimant

Date: 1-10-24

Claimant

Date:

Incorporated Business, Farm or Nonprofit Organizations

I certify that I have signature authority for this entity and such entity is lawfully incorporated under the applicable state's laws and authorized to conduct business within the United States.

N/A

Claimant

Date:

Contact Notes

Project SE Loop
 Parcel 49
 Name Dee Dee Lovelace

Date	Comments
11-27-23	Email to Dee Dee Lovelace explaining who I was and that she may be eligible for moving costs. I ask her to call me. Lisa did confirm that she is eligible for moving reimbursement.
12-8-23 12-15-23	Email to Dee Dee Lovelace asking her to call me regarding reimbursement of moving costs. Email to Lisa Dworaczyk letting her know that Ms. Loveless has not responded to my emails and asking her to reach out to
12-18-23	Spoke with Dee Dee Loveless and explained that she is eligible for her moving costs . she said that she was in the process of moving and she would let me know when her move was completed.
12-27-23 1-8-24	I called Dee Dee Loveless she said that she was almost moved and would be out by the end of the year. Called Dee Dee Loveless she said she was moved and we set a tie to meet to inspect property get keys and have her sign forms.
1-10-24 1-16-24	Met with Dee Dee Loveless to sign claim documents. Sent email to mover asking for copy of move receipt. Miller Moving 512-588-2133 cmduross@icloud.com
1-22-24	Prepared claim document and send to Sheets and Crossfield for review and approval.

Meeting Date: 02/13/2024

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 the acquisition of 321 Ed Schmidt Blvd., #300, Hutto, Texas
- p) Discuss the acquisition of right of way for Bagdad Road/CR 279.
- q) Discuss the acquisition of right of way for CR 314.
- r) Discuss acquisition of right of way for Corridor J.
- s) Discuss the acquisition of real property for Southwestern Blvd.
- t) Discuss the acquisition of right-of-way for CR 313.

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
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Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 02/08/2024

Reviewed By

Becky Pruitt

Date

02/08/2024 10:15 AM

Started On: 02/07/2024 05:11 PM

Commissioners Court - Regular Session

56.

Meeting Date: 02/13/2024

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
- k) Project School Bus

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 02/08/2024

Reviewed By

Becky Pruitt

Date

02/08/2024 10:16 AM

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