

NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONERS COURT
April 16, 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 – 22)

3. Discuss, consider and take appropriate action on a line item transfer for Non-Departmental.

Fiscal Impact

From/To	Acct No.	Description	Amount
FROM	0100-0409-004998	Non-Departmental/Contingencies	\$13,724.67
TO	0100-0440-001100	DistAtty/FT Salary	\$11,095.12
TO	0100-0440-002010	DistAtty/FICA	\$848.78
TO	0100-0440-002020	DistAtty/Retirement	\$1,780.77

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0475.004902	Co Atty Leg Supp	\$942.50
To	0100.0475.004232	Training, Conf., Seminars	\$942.50

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

Fiscal Impact

From/To	Acct No.	Description	Amount
FROM	0376.0376.004232	Training, Conf, Seminar	\$20,000.00
TO	0376.0376.004212	Postage	\$20,000.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
FROM:	0100.0560.003008	Law Enforcement Equip < \$5,000	\$43,352.00
TO:	0100.0560.005008	Law Enforcement Equip > \$5,000	\$43,352.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
FROM:	0100.0560.004100	Professional Services	\$5,000.00
TO:	0100.0560.003398	Video Tapes/CD/DVD	\$5,000.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
FROM:	0100.0570.005003	Equipment > \$5,000	\$20,000.00
TO:	0100.0570.004541	Vehicle Repairs & Maint.	\$20,000.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
FROM:	0100.0570.003003	Radio Equipment < \$5,000	\$11,800.00
TO:	0100.0570.005730	Radio Equipment > \$5,000	\$11,800.00

10. Discuss, consider, and take appropriate action on authorizing the disposal of a 2020 Chevrolet Tahoe Vin #1171 through Sale to Insurance, pursuant to Texas Local Government Code 263.152.
11. Discuss, consider, and take appropriate action to approve waiving Penalty and Interest to customers as requested by the Tax Assessor/Collector's Office.
12. Discuss, consider, and take appropriate action on approving property tax refunds over \$2,500.00 through 04/11/2024 for the Williamson County Tax Assessor/Collector.
13. Discuss, consider, and take appropriate action on approving property tax collections for the month of March 2024 for the Williamson County Tax Assessor/Collector.
14. Discuss, consider, and take appropriate action on a Consent to Lease Assignment between Williamson County, Texas, Univision Radio Broadcasting Texas, LP, as Assignor, and Spire Tower US LLC, as Assignee, relating to the Tower Site Lease Agreement originally executed between Univision Radio Broadcasting Texas, LP, as Lessee, and Williamson County, Texas, as Landlord, dated effective April 1, 2023.
15. Discuss, consider, and take appropriate action on approving relocating two shoreline reels to the rear of the ambulance bay for Wilco Medic Unit 53 and change EMS office receptacle to a quad and feed with generator power in the amount of \$1,693.07 and authorize execution of the Service Contract # 2024165.
16. Discuss, consider and take appropriate action on approving a moving service contract between Williamson County and Bouffard Transfer Inc. for moving services for the upcoming May election in the amount of \$28,560 and authorizing the execution of the Agreement.
17. Discuss, consider, and take appropriate action on approving Controlling Terms and Conditions Agreement #2024174 between Williamson County and Mobile Communications America, Inc., and authorizing the execution of this agreement.
18. Discuss, consider and take appropriate action on approving purchase #2024105 between Mobile Communications America, Inc. and Williamson County for the installation of additional video surveillance at the Round Rock Annex for the amount of \$3,960.00, and authorizing execution of the proposal.
19. Discuss, consider, and take appropriate action on approving the purchase between Williamson County and Dana Safety Supply, Inc. for the amount of \$54,401.82 pursuant to TIPS contract #240102, and authorizing the execution of the Purchase.
20. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed responses for Design or Engineer Services for Minor County Building Projects under RFSQ #24RFSQ53. Funding source will be determined depending on each project.
21. Discuss, consider and take appropriate action on approving the vehicle/equipment replacement schedule.

22. Discuss, consider and take appropriate action on approval of the replat for the Drake's Crossing, Lot 119-A subdivision – Precinct 2.

REGULAR AGENDA

23. Discuss, consider and take appropriate action on recognizing key staff from Emergency Management, Emergency Services, Parks, Wireless and TDEM.
24. Discuss, consider and take appropriate action on declaring the week of April 14-20, 2024 as National Public Safety Telecommunicators Week.
25. Discuss, consider and take appropriate action on recognizing the Williamson County Attorney's Office for receiving the Texas Victim Friendly Initiative (Gold) Award from the Texas Victim Services Association.
26. Discuss, consider, and take appropriate action on a Proclamation recognizing April 21-27, 2024 as Crime Victims' Rights Week.
27. Discuss, consider and take appropriate action on a Proclamation recognizing April 14-20, 2024 as National Animal Control Officer Appreciation Week.
28. Discuss, consider, and take appropriate action in honoring the life of Wayne Rhoden, volunteer extraordinaire, with a proclamation declaring April 16, 2024 as Wayne Rhoden Day in Williamson County.
29. Discuss, consider, and take appropriate action on a proclamation declaring National Donate Life Month in Williamson County.
30. Discuss and take appropriate action to amend the 2016 and 2020 Community Development Block Grant Annual Action Plans.
31. Discuss, consider and take appropriate action on funding new positions at 15% over the minimum for the Fiscal Year 2025 budget process.
32. Discuss, consider and take appropriate action on mid year changes to the FY2024 Employee Policy Manual.
33. Discuss, consider and take appropriate action regarding the engagement of the law firm of Bickerstaff Heath Delgado Acosta LLP to represent Williamson County, Williamson County Judge Bill Gravell, in his official capacity, and William Gravell, Jr., in his individual capacity, in Cause No. 1:23-cv-00759-RP; *Derrick Neal v. Williamson County and Cities Health District, et al.*; in the United States District Court for the Western District of Texas, Austin Division, and also to provide Williamson County other legal services assigned or requested, only if the scope of which is confirmed by the Williamson County Commissioners Court or its General Counsel; and exemption of these services from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemption for personal or professional services, as set forth under Section 262.024(a)(4) of the Texas Local Government Code; and further find that funding such

agreement as to William Gravell, Jr., in his individual capacity, serves a public interest and not merely a private interest, and that any alleged act or omission of said party in relation to the allegations asserted in this lawsuit was performed while acting in good faith and within the scope of his official duties as Williamson County Judge.

34. Discuss, consider, and take appropriate action regarding the engagement of the law firm of Ross Gannaway Clifton, PLLC to represent Williamson County in relation to civil service and human resources matters; and exemption of these services from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemption for personal or professional services, as set forth under Section 262.024(a)(4) of the Texas Local Government Code.
35. Discuss, consider and take appropriate action for Juvenile Services to accept a \$42,815.00 grant through Texas Parks and Wildlife to provide outdoor programs for youth.
36. Discuss, consider and take appropriate action on a Property Use Agreement for Williamson County Sheriff's Office Training between Williamson County and 84 Lumber Company relating to use of property for the Williamson County Sheriff's Office's training exercises.
37. Discuss, consider, and take appropriate action on approving an Agreement for Geotechnical/Construction Materials Test Engineering Services, #2024175, through RFQ #T2086, relating to the new Williamson County Headquarters, to Raba Kistner, Inc., in the amount up to \$144,294.74 and authorize execution of the agreement. The funding source is P577.
38. Discuss, consider, and take appropriate action on a Supplemental Agreement for design services between Williamson County and Reliance Architecture, LLC relating to the Jail North Roof Redesign and Jail Facade awning. Funding Source: 01.0100.1008.004509
39. Discuss, consider, and take appropriate action regarding revised Change Order #2 from Falkenberg Construction Co., Inc. in the amount of \$40,636.21 between Williamson County and Falkenberg Construction Co., Inc. relating to the Jail North Facade Make Safe project. (Funding Source: 01.0100.1008.004509)
40. Receive the April 2024 Construction Summary Report and PowerPoint Presentation
41. Discuss, consider and take appropriate action on Contract Amendment No 4 under Williamson County contract for Engineering Services between Cobb Fendley & Associates, Inc. and Williamson County dated July 16, 2019 for Utility Coordination for All Williamson County Activities Not Related to Road Bond Activities. Funding source: 01.0200.0210.004100.
42. Discuss, consider and take appropriate action on Contract Amendment No 1 under Williamson County contract for Engineering Services between Rodriguez Engineering Laboratories and Williamson County dated March 19, 2024 for Materials Testing and Geotechnical Engineering Services. Funding source: 01.0200.0210.004160.
43. Discuss, consider, and take appropriate action regarding Change Order No. 12 in the amount of \$64,791.00 for Project 22IFB139 FM3349 US79 (James Construction) P: 332 Funding Source: Road Bond.

44. Discuss, consider, and take appropriate action regarding Change Order No. 13 in the amount of \$82,301.65 for Project 22IFB139 FM3349 at US79 (James Construction) P: 332 Funding Source: Road Bond.
45. Discuss, consider, and take appropriate action regarding Change Order No. 14 in the amount of \$101,248.22 for Project 22IFB139 FM3349 at US79 (James Construction) P: 332 Funding Source: Road Bond.
46. Discuss, consider, and take appropriate action regarding Change Order No. 1 in the amount of \$29,260.00 for Project 24IFB15 Liberty Hill Bypass (Chasco Constructors) P: 346 Funding Source: Road Bond.
47. Discuss, consider, and take appropriate action regarding Change Order No. 4 in the amount of \$4,305.00 for Project 22IFB110 SW Bypass Ext. (Joe Bland Construction) P: 352 Funding Source: Road Bond.
48. Discuss, consider and take appropriate action on a Contract Amendment No. 1 to the Chandler Road Extension design contract between Williamson County and Huitt-Zollars, Inc. relating to the 2013 Road Bond Program.
Project: P294 Fund Source: Road Bonds
49. Discuss, consider and take appropriate action on authorizing the County Judge to execute a PEC Easement in and across 0.348 acres owned by Williamson County on the Liberty Hill Bypass project. Road Bonds P346
50. Discuss, consider and take appropriate action on a Quitclaim Right of Way Deed to the City of Round Rock for the N. Mays project.
51. Discuss, consider and take appropriate action on a real estate contract with Manuel Elizondo Reyes for 0.1334 acres needed as right of way and 0.0459 acres needed as an electric easement on the CR 314 project (Parcel 13/13E). Funding Source: Road Bonds P364
52. Discuss, consider and take appropriate action on a real estate contract with Mario Moran and Horalia Mejia to acquire 0.0198 AC needed as right of way and 0.0048 acres needed as an electric utility easement for the CR 314 project (Parcel 16/16E). Funding Source: Road Bonds P364
53. Discuss, consider and take appropriate action on a resolution determining the necessity and authorizing the use of eminent domain to condemn (1.014 acres and 0.471 acres) required for the construction of CR 255. (Kreinke/ Parcel 19 and 19A) 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)."

- 54.** 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

- 55.** 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 Mellencamp
- b) Project Glee
- c) Project Skyfall
- d) Project Stamper
- e) Project Soul Train
- f) Project Dragon
- g) Project School Bus

56. 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. Civil Action No. 1:24-cv-00318-DII; Laura Pressley et al. v. Jane Nelson et al.; In the United States District Court for the Western District of Texas, Austin Division
21. Civil Action No. 1:23-cv-00759-RP; Derrick Neal v. Williamson County and Cities Health

District, et al.; In the United States District Court for the Western District of Texas, Austin Division

c. Administrative Complaints:

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

d. Claims:

1. Claim No. 07192023-560-109 - auto liability claim by Edge Electric, Inc. for incident occurring on or about 7/19/2023

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.

57. 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).
58. 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).
59. 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)

60. Discuss and take appropriate action concerning economic development.
61. Discuss and take appropriate action concerning real estate.
62. 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.

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
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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. Hurdsmen, #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
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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. Civil Action No. 1:24-cv-00318-DII; Laura Pressley et al. v. Jane Nelson et al.; In the United States District Court for the Western District of Texas, Austin Division
21. Civil Action No. 1:23-cv-00759-RP; Derrick Neal v. Williamson County and Cities Health District, et al.; In the United States District Court for the Western District of Texas, Austin Division

c. Administrative Complaints:

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

d. Claims:

1. Claim No. 07192023-560-109 - auto liability claim by Edge Electric, Inc. for incident occurring on or about 7/19/2023

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.

- 63.** 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.
- 64.** Comments from Commissioners.
- 65.** 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 12th day of April 2024 at 4:00 P.M. and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Commissioners Court - Regular Session**3.****Meeting Date:** 04/16/2024

Line Item Transfer

Submitted For: Ashlie Holladay**Submitted By:** Ashlie Holladay, Budget Office**Department:** Budget Office**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on a line item transfer for Non-Departmental.

Background

In relation to approved item #51 on the April 9th, 2024 agenda, a line item transfer is being placed on the agenda to provide additional funding for PCN 0061, Felony Prosecutor I, in the District Attorney's Office.

Fiscal Impact

From/To	Acct No.	Description	Amount
FROM	0100-0409-004998	Non-Departmental/Contingencies	\$13,724.67
TO	0100-0440-001100	DistAtty/FT Salary	\$11,095.12
TO	0100-0440-002010	DistAtty/FICA	\$848.78
TO	0100-0440-002020	DistAtty/Retirement	\$1,780.77

Attachments*No file(s) attached.*

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Ashlie Holladay

Final Approval Date: 04/10/2024

Reviewed By

Becky Pruitt

Date

04/10/2024 09:04 AM

Started On: 04/09/2024 12:59 PM

Commissioners Court - Regular Session**4.****Meeting Date:** 04/16/2024

Line Item Transfer

Submitted For: D. Hobbs**Submitted By:** Stephanie Lloyd, County Attorney**Department:** County Attorney**Agenda Category:** Consent

Information**Agenda Item**

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

Background

This transfer is being requested to pay for the County Attorney's portion of training costs.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0475.004902	Co Atty Leg Supp	\$942.50
To	0100.0475.004232	Training, Conf., Seminars	\$942.50

Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Stephanie Lloyd

Final Approval Date: 04/11/2024

Reviewed By

Becky Pruitt

Saira Hernandez

Date

04/11/2024 11:44 AM

04/11/2024 11:52 AM

Started On: 04/11/2024 09:41 AM

Commissioners Court - Regular Session**5.****Meeting Date:** 04/16/2024

Line Item Transfer for Elections

Submitted For: Julie Kiley**Submitted By:** Pam Navarrette, County Auditor**Department:** County Auditor**Agenda Category:** Consent

Information**Agenda Item**

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

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
FROM	0376.0376.004232	Training, Conf, Seminar	\$20,000.00
TO	0376.0376.004212	Postage	\$20,000.00

Attachments*No file(s) attached.*

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Pam Navarrette

Final Approval Date: 04/11/2024

Reviewed By

Becky Pruitt

Date

04/11/2024 11:43 AM

Started On: 04/11/2024 09:41 AM

Commissioners Court - Regular Session**6.****Meeting Date:** 04/16/2024

Line Item Transfer for the County Sheriff, Law Enforcement

Submitted For: Mike Gleason**Submitted By:** Virginia Johnson, Sheriff**Department:** Sheriff**Agenda Category:** Consent

Information**Agenda Item**

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

Background

A line item transfer is requested to cover the cost of Law Enforcement Equipment over \$5,000.

Fiscal Impact

From/To	Acct No.	Description	Amount
FROM:	0100.0560.003008	Law Enforcement Equip < \$5,000	\$43,352.00
TO:	0100.0560.005008	Law Enforcement Equip > \$5,000	\$43,352.00

Attachments*No file(s) attached.*

Form Review**Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Virginia Johnson

Final Approval Date: 04/11/2024

Reviewed By

Becky Pruitt

Saira Hernandez

Date

04/11/2024 11:34 AM

04/11/2024 11:40 AM

Started On: 04/10/2024 05:36 PM

Commissioners Court - Regular Session**7.****Meeting Date:** 04/16/2024

Line Item Transfer for the County Sheriff, Law Enforcement

Submitted For: Mike Gleason**Submitted By:** Virginia Johnson, Sheriff**Department:** Sheriff**Agenda Category:** Consent

Information**Agenda Item**

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

Background

A line item transfer is requested to cover the short fall in Video Tapes/CD/DVD. Various sized USB drives used by all departments within the Law Enforcement Division. A large number of USB drives are used for Open Record requests. Each request requires 2 USB drives; one for the Requestor or AG's Office and one for records retention. Due to evolving technology, computers no longer come with DVD drives.

Fiscal Impact

From/To	Acct No.	Description	Amount
FROM:	0100.0560.004100	Professional Services	\$5,000.00
TO:	0100.0560.003398	Video Tapes/CD/DVD	\$5,000.00

Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Virginia Johnson

Final Approval Date: 04/11/2024

Reviewed By

Becky Pruitt

Saira Hernandez

Date

04/11/2024 11:35 AM

04/11/2024 11:40 AM

Started On: 04/10/2024 05:48 PM

Commissioners Court - Regular Session**8.****Meeting Date:** 04/16/2024

Line Item Transfer for the County Sheriff, Corrections Bureau

Submitted For: Mike Gleason**Submitted By:** Virginia Johnson, Sheriff**Department:** Sheriff**Agenda Category:** Consent

Information**Agenda Item**

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

Background

This transfer is being requested to cover the current shortfall in Vehicle Maintenance and future costs during fiscal year.

Fiscal Impact

From/To	Acct No.	Description	Amount
FROM:	0100.0570.005003	Equipment > \$5,000	\$20,000.00
TO:	0100.0570.004541	Vehicle Repairs & Maint.	\$20,000.00

Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Virginia Johnson

Final Approval Date: 04/11/2024

Reviewed By

Becky Pruitt

Saira Hernandez

Date

04/11/2024 11:32 AM

04/11/2024 11:40 AM

Started On: 04/10/2024 04:55 PM

Commissioners Court - Regular Session**9.****Meeting Date:** 04/16/2024

Line Item Transfer for the County Sheriff, Corrections Bureau

Submitted For: Mike Gleason**Submitted By:** Virginia Johnson, Sheriff**Department:** Sheriff**Agenda Category:** Consent

Information**Agenda Item**

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

Background

This transfer is being requested to cover the cost of 2 handheld radios that are now over \$5,000.00 each. These radios were received from FY24 decision package.

Fiscal Impact

From/To	Acct No.	Description	Amount
FROM:	0100.0570.003003	Radio Equipment < \$5,000	\$11,800.00
TO:	0100.0570.005730	Radio Equipment > \$5,000	\$11,800.00

Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Virginia Johnson

Final Approval Date: 04/11/2024

Reviewed By

Becky Pruitt

Saira Hernandez

Date

04/11/2024 11:33 AM

04/11/2024 11:40 AM

Started On: 04/10/2024 05:09 PM

Commissioners Court - Regular Session**10.****Meeting Date:** 04/16/2024

VSC Assets for Sale to Insurance

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 a 2020 Chevrolet Tahoe Vin #1171 through Sale to Insurance, 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 Asset for Sale to Insurance

Form Review**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Misty Brooks

Final Approval Date: 04/10/2024

Reviewed By

Joy Simonton

Becky Pruitt

Date

04/10/2024 10:33 AM

04/10/2024 11:38 AM

Started On: 04/10/2024 08:38 AM

County VIN/Serial Number	1GNLCDEC0LR251171
Make	CHEVROLET
License Plate	1426335
Year	2020
Model	TAHOE
Reason for Status Change	ACCIDENT
Receiving Department Authorized Signer	
Receiving Department Contact Phone Number	
Department Authorized Signer	James David
Equipment Unit Number	SB2043
Method of Status change: This vehicle is to be considered for: (select one)	Sale to insurance
Fleet Comments	Insurance declared a total loss
Comments (mileage, mechanical issues, other info)	97K MILES. ACCIDENT - TOTAL LOSS
Title Approved for (Audit)	No change needed; current title is still valid
Enter Agenda Date:	4/16/2024
VSC Review	
Department	560 - Sheriffs Office
Receiving Department	
Short VIN	
HideFromDelve	Yes
Does vehicle have a toll TAG?	
Toll TAG Registration Number	
Toll TAG Destroyed	No
Title Change Determination: This vehicle is to be considered for	No change needed; current title is still valid
Workflow Admin Notes	
The listed vehicle was involved in an accident. No pending litigation has been confirmed.	
Approval Process Notes	
Workflow Stage	Approvals Complete
Court Disposition	
Court Disposition Comments	
Auditor's Process Completed	Yes
Fleet Process Completed	Yes
Risk Process Completed	Yes
Purchasing Process Completed	Yes
Workflow Process Notes	

2021 VSC Workflow	
Budget Process Completed	No
The listed vehicle was in an accident and no pending litigation has been confirmed	Confirmed
Elected Official/Dept Head/ Authorized Staff Digital Signature	✔ James David 4/8/2024 9:19 AM
Receiving Department Signature	✕
Budget Office Signature Acknowledgement	✕
Authorized Fleet Staff Digital Signature	✔ Kevin Teller 4/8/2024 10:23 AM
Authorizing Risk Employee Signature	✔ Kristin McGrath 4/10/2024 8:33 AM
Auditor's Authorized Employee Signature	✔ Nancy Schiller 4/10/2024 7:34 AM
Purchasing Department Signature	✔ Misty Brooks 4/10/2024 8:35 AM
DeparAuthSignedCalculated	No
ReceivingDeptauthsigcalculated	EMPTY
delete duplicate Unit Number	
ID	87
Version	8.0
Attachments	False
Created	4/8/2024 8:44 AM
Created By	Mark Stevens
Modified	4/10/2024 8:35 AM
Modified By	Misty Brooks

Commissioners Court - Regular Session**11.****Meeting Date:** 04/16/2024

Waiver of P & I

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 waiving Penalty and Interest to customers as requested by the Tax Assessor/Collector's Office.

Background

Waivers of penalty and interest may or shall be granted by the governing body of the taxing unit according to the provisions by Section 33.011 of the Texas Property Tax Code.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Waiver of P & I

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Mary Greenway

Final Approval Date: 04/10/2024

Reviewed By

Becky Pruitt

Date

04/10/2024 01:19 PM

Started On: 04/10/2024 12:56 PM



Waiver Requests for Penalty & Interest

Waivers of penalty and interest may or shall be granted by the governing body of the taxing unit according to the provisions provided by Section 33.011 of the Texas Property Tax Code. The requests included within have been reviewed by the Williamson County Tax Assessor/Collector's Waiver Review Committee. The Review Committee has determined the request meet the requirements of Section 33.011 and are being presented to Williamson County Commissioners Court for approval.

Property ID#	Name	P&I Amount	Relevant Code	Reason
R584405	Dennis Lee	\$2086.38(P&I) +\$1861.56 (Atty Fees)	33.011(a)(1)	WCAD Error
Multiple Accounts	Apple Inc	\$58,144.66	33.011 (a)(1)	WCAD Error
P459592	Converse	\$173.82	33.011(j)	USPS Error
R078309	Charles C & Pei W Thomas	\$474.57	33.011(j)	USPS Error
Multiple Accounts	Perry Homes LLC	\$645.07	33.011(j)	USPS Error
R390947	V Carolina Aceituno	\$422.40	33.011(j)	USPS Error
R012109 &R324098	XTRA Lease LLC	\$2,083.39	33.011(a)(1)	WCAD Error
R589888	Judy Lu	\$7,174.80	33.011(h)	Electronic Error
R047449	Jacquelyn Rowe	\$487.90	33.011(h)	Electronic Error

Property ID#	Name	P&I Amount	Relevant Code	Reason
R043004	Ahmad Hemmat	\$351.59	33.011(j)	Electronic Error
P482791& P494930	Trilogy Leasing Co LLC	\$18.65	33.011(j)	USPS Error
R424883 & R424889	Ricardo Salce	\$1,736.14	33.011(j)	Electronic Error
R575089	Dae Soo Kim	\$1,687.53	33.011(a)(1)	WCAD Error
R368236	Nathan Hood	\$713.95	33.011(h)	Electronic Error

Approved by/Date

Approved by/Date

Commissioners Court - Regular Session**12.****Meeting Date:** 04/16/2024

Property Tax Refunds – Over 2500 – Thru 04/11/2024

Submitted For: Larry Gaddes**Submitted By:** Renee Clark, County Tax Assessor
Collector**Department:** County Tax Assessor Collector**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider, and take appropriate action on approving property tax refunds over \$2,500.00 through 04/11/2024 for the Williamson County Tax Assessor/Collector.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

040324-041124 Refunds Over 2500

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Renee Clark

Final Approval Date: 04/11/2024

Reviewed By

Becky Pruitt

Date

04/11/2024 11:44 AM

Started On: 04/11/2024 09:43 AM

MISSION STATEMENT

Our dedicated team is committed to providing innovative and exceptional customer service in the assessment, collection, and distribution of taxes and fees.



Larry Gaddes PCAC, CTA
Tax Assessor/Collector

Date: April 11, 2024
To: Members of the Commissioners Court
From: Larry Gaddes PCAC, CTA
Subject: Property Tax Refunds

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

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

Thank you.

Main Office:

904 South Main Street
Georgetown, TX 78626
Telephone : 512.943.1601
www.wilcotx.gov/taxoffice

1801 E Old Settlers Blvd, Ste 115
Round Rock, TX 78664

Annex Locations:

350 Discovery Blvd, Ste 101
Cedar Park, TX 78613

412 Vance St, Ste 1
Taylor, TX 76574

Property Tax
Account QuickReport
As of April 11, 2024

Type	Date	Num	Name	Memo	Amount
Refunds Payable - Taxpayers					
Check	04/11/2024	103289	GREGORY FUNDING	R361602 - Erroneous payment	-4,923.63
Check	04/11/2024	103290	CORELOGIC	R595768 - Erroneous payment	-6,933.29
Total Refunds Payable - Taxpayers					-11,856.92
TOTAL					-11,856.92

Commissioners Court - Regular Session**13.****Meeting Date:** 04/16/2024

Property Tax Collections – March 2024

Submitted For: Larry Gaddes**Submitted By:** Renee Clark, County Tax Assessor
Collector**Department:** County Tax Assessor Collector**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider, and take appropriate action on approving property tax collections for the month of March 2024 for the Williamson County Tax Assessor/Collector.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

030124-033124 GWI-RFM

030124-033124 GWI-RFM graph

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Renee Clark

Final Approval Date: 04/11/2024

Reviewed By

Becky Pruitt

Date

04/11/2024 11:43 AM

Started On: 04/11/2024 09:36 AM

YEAR TO DATE - COLLECTION REPORT
Williamson County - GWI/RFM Property Taxes
March 31, 2024

Williamson County General Fund	Tax Roll	Adjustments	Adjusted Tax Roll	Current Tax Collected	Penalty & Interest Collected	Variance	Uncollected Balance	YTD Collected	YTD Percent Collected	YTD Percent Collected w/P & I	YTD Percent Collected w/P & I & Prior Years
2023	\$403,525,495.47	(\$1,203,332.04)	\$402,322,163.43	\$2,859,656.80	\$170,962.63	\$40.07	\$7,959,424.73	\$394,362,738.70	98.02%	98.14%	98.21%
2022 & Prior	\$3,194,048.95	(\$1,385,779.64)	\$1,808,269.31	(\$228,359.74)	\$18,383.82	\$15.19	\$2,347,313.37	(\$539,044.06)	-29.81%	-20.32%	
Rollbacks	\$181,596.33	\$502,682.11	\$684,278.44	\$2,856.33	\$256.36	\$0.00	\$53,317.67	\$630,960.77	92.21%	92.86%	
Total All	\$406,901,140.75	(\$2,086,429.57)	\$404,814,711.18	\$2,634,153.39	\$189,602.81	\$55.26	\$10,360,055.77	\$394,454,655.41	97.44%	97.60%	

Williamson County RFM	Tax Roll	Adjustments	Adjusted Tax Roll	Current Tax Collected	Penalty & Interest Collected	Variance	Uncollected Balance	YTD Collected	YTD Percent Collected	YTD Percent Collected w/P & I	YTD Percent Collected w/P & I & Prior Years
2023	\$54,524,654.28	(\$120,592.30)	\$54,404,061.98	\$383,307.19	\$23,071.19	\$4.01	\$1,045,317.39	\$53,358,744.59	98.08%	98.20%	98.26%
2022 & Prior	\$323,679.16	(\$137,570.40)	\$186,108.76	(\$23,017.01)	\$1,940.49	\$1.42	\$233,578.56	(\$47,469.80)	-25.51%	-16.08%	
Rollbacks	\$18,172.81	\$50,146.31	\$68,319.12	\$300.52	\$26.96	\$0.00	\$5,477.20	\$62,841.92	91.98%	92.64%	
Total All	\$54,866,506.25	(\$208,016.39)	\$54,658,489.86	\$360,590.70	\$25,038.64	\$5.43	\$1,284,373.15	\$53,374,116.71	97.65%	97.80%	

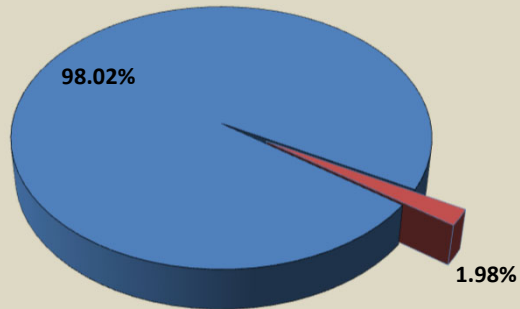
2023 COMBINED MONTHLY BREAKDOWN

Oct-23	\$461,767,647.00	\$241,640.03	\$462,009,287.03	\$6,172,280.07	\$62,789.21	\$870.55	\$455,836,136.41	\$6,173,150.62			
Nov-23	\$462,009,287.03	(\$446,296.74)	\$461,562,990.29	\$19,998,907.39	\$29,954.25	\$3,454.10	\$435,387,478.18	\$26,175,512.11			
Dec-23	\$461,562,990.29	(\$748,752.80)	\$460,814,237.49	\$237,059,106.00	\$31,084.46	\$230.69	\$197,579,388.69	\$263,234,848.80			
Jan-24	\$460,814,237.49	(\$429,437.96)	\$460,384,799.53	\$173,462,601.19	\$25,578.31	\$2,223.81	\$23,685,125.73	\$436,699,673.80			
Feb-24	\$460,384,799.53	(\$358,815.82)	\$460,025,983.71	\$8,303,827.40	\$363,668.65	(\$169,533.86)	\$15,192,016.37	\$444,833,967.34			
Mar-24	\$460,025,983.71	(\$552,782.67)	\$459,473,201.04	\$2,994,744.09	\$214,641.45	\$60.69	\$11,644,428.92	\$447,828,772.12			

Year to Date Collection Report Thru March 2024

■ YTD Collected ■ YTD Uncollected

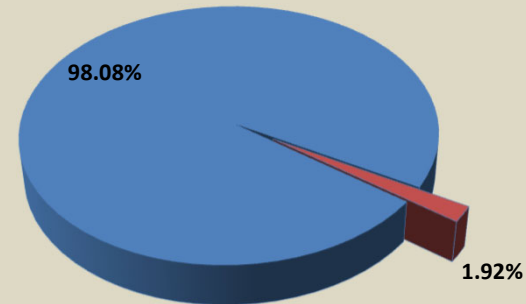
GW



Year to Date Collection Report Thru March 2024

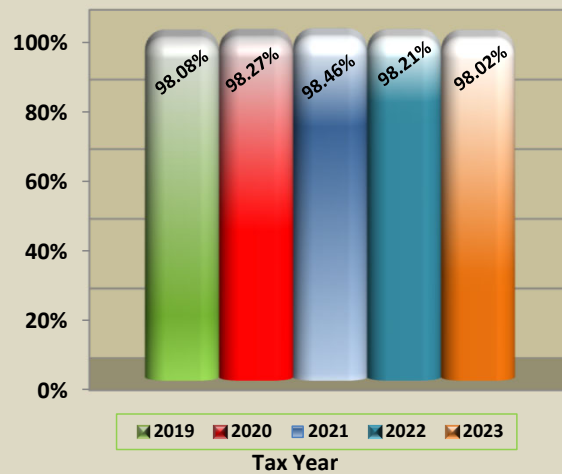
■ YTD Collected ■ YTD Uncollected

RFM



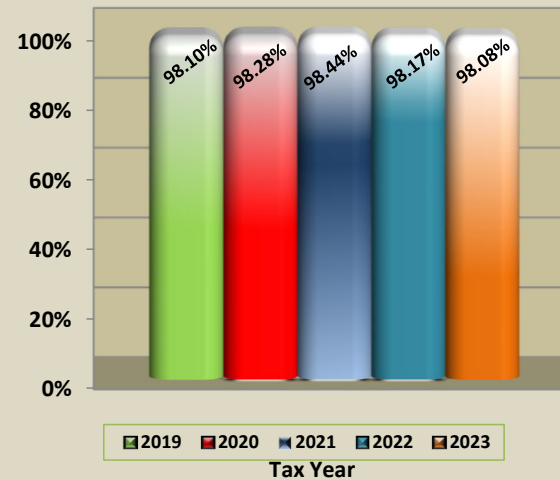
Percent of Roll Collected Comparison 2019-2023

GW



Percent of Roll Collected Comparison 2019-2023

RFM



Commissioners Court - Regular Session**14.****Meeting Date:** 04/16/2024

Univision Lease Assignment

Submitted By: Hal Hawes, General Counsel**Department:** General Counsel**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider, and take appropriate action on a Consent to Lease Assignment between Williamson County, Texas, Univision Radio Broadcasting Texas, LP, as Assignor, and Spire Tower US LLC, as Assignee, relating to the Tower Site Lease Agreement originally executed between Univision Radio Broadcasting Texas, LP, as Lessee, and Williamson County, Texas, as Landlord, dated effective April 1, 2023.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Consent to Lease Assignment - Univision Lease

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Hal Hawes

Final Approval Date: 04/10/2024

Reviewed By

Becky Pruitt

Date

04/10/2024 11:44 AM

Started On: 04/10/2024 10:40 AM

CONSENT TO LEASE ASSIGNMENT

For good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged by the parties hereto, Univision Radio Broadcasting Texas, LP (hereinafter "Assignor") hereby request consent from Williamson County, Texas (hereinafter "County") of the assignment and transfers of all of Assignor's interest, rights and obligations to Spire Tower US LLC (hereinafter "Assignee") in the lease described as follows:

Tower Site Lease Agreement between Univision Radio Broadcasting Texas, LP and Williamson County, Texas dated effective April 1, 2023, which is incorporated herein by reference for all purposes (hereinafter "Lease").

In consideration of the mutual promises and covenants contained herein, County, Assignor and Assignee hereby agree as follows:

1. Assignor agrees that all rights and obligations of Assignor arising under the Lease or otherwise by law or by the existence of conditions precedent, which may or may not have occurred as of the date of this Consent to Lease Assignment, are hereby included in the Assignment of the Lease to Assignee and Assignee hereby agrees to accept same as if Assignee was an original party to the aforesaid Lease.
2. Following the execution of this Consent to Lease Assignment, Assignee shall fully perform all obligations and comply with all terms, conditions, and covenants of the Lease as if Assignee was an original party to the Lease.
3. Assignor and Assignee have agreed the assignment of the Lease shall be binding upon and inure to the benefit of Assignor and Assignee and their respective affiliates, successors, assigns, heir and devisees and legal representatives.
4. UPON EXECUTION OF THIS CONSENT TO LEASE ASSIGNMENT AND IN CONSIDERATION OF COUNTY'S CONSENT TO THE ASSIGNMENT SUBJECT HEREOF, ASSIGNEE HEREBY AGREES THAT ASSIGNEE SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF COUNTY'S GROSS NEGLIGENCE) AND INDEMNIFY COUNTY FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF ASSIGNOR, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS ASSIGNOR MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED IN CONNECTION WITH ASSIGNOR'S PERFORMANCE UNDER THE LEASE PRIOR TO EXECUTION OF THIS CONSENT TO LEASE ASSIGNMENT; AND FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM ASSIGNOR'S PERFORMANCE OF THE LEASE PRIOR TO THE EXECUTION OF THIS CONSENT TO LEASE ASSIGNMENT, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF ASSIGNOR OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY ASSIGNOR OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE.

5. In consideration of the terms, conditions, agreements and covenants set forth herein, County agrees and does hereby consent to Assignor's assignment of the Lease to Assignee.
6. It is the intention of the parties hereto that in the event a court of competent jurisdiction finds that any provision or portion of this Consent to Lease Assignment is unenforceable for any reason, the balance and remainder of this Consent to Lease Assignment shall remain effective and enforceable to the extent possible under the circumstances then existing.
7. Each party to this Consent to Lease Assignment acknowledges that it and its counsel have reviewed this Consent to Lease Assignment and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Consent to Lease Assignment.
8. Each party to this Consent to Lease Assignment hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Consent to Lease Assignment shall lie exclusively in Williamson County, Texas, and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this Consent to Lease Assignment is governed by the laws of the United States, this Consent to Lease Assignment shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.
9. This Consent to Lease Assignment represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written relating to the subject matter hereof. This Consent to Lease Assignment may be amended only by written instrument signed by each party.

AGREED, signed and made effective as of the date of the last party's execution below.

COUNTY:

Williamson County, Texas

By: _____

Printed Name: _____

Capacity: As Presiding Officer of the
Williamson County Commissioners Court

Date: _____, 20____

ASSIGNOR:

**Univision Radio Broadcasting Texas, LP, a Texas Limited Partnership,
acting by and through its General Partner, Univision Radio, Inc.**

By: 
Veronica Rodriguez (Apr 9, 2024 16:46 EDT)

Printed Name: Veronica Rodriguez

Title: Assistant Secretary

Date: Apr 9, 2024

ASSIGNEE:

Spire Tower US LLC

By: 
Veronica Rodriguez (Apr 9, 2024 16:46 EDT)

Printed Name: Veronica Rodriguez

Title: Assistant Secretary

Date: Apr 9, 2024

Commissioners Court - Regular Session**15.****Meeting Date:** 04/16/2024

Approval of Service Contract for Electrical Services at the Wilco Medic Unit 53 in Round Rock with M&C Electrical, Inc for EMS 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 relocating two shoreline reels to the rear of the ambulance bay for Wilco Medic Unit 53 and change EMS office receptacle to a quad and feed with generator power in the amount of \$1,693.07 and authorize execution of the Service Contract # 2024165.

Background

EMS submitted requisition #134191 for electrical services with M&C Electric Inc to relocate two shoreline reels to the rear of the ambulance bay for Wilco Medic Unit 53 and change EMS office receptacle to a quad and feed with generator power at City of Round Rock (CORR) fire station 2919 Joe Dimaggio Blvd in Round Rock. This Round Rock fire station houses Wilco Medic Unit 53. This work is for the sole benefit of Williamson County EMS operations and is not an improvement to the CORR facility. The funding source is 01.0100.0540.004510 and department contact is Jessica Toothman.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Agreement

Form 1295 - M&C Electric Inc

Form Review**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Fernando Ramirez

Final Approval Date: 04/10/2024

Reviewed By

Joy Simonton

Becky Pruitt

Date

04/10/2024 10:38 AM

04/10/2024 11:37 AM

Started On: 04/09/2024 04:29 PM

WILLIAMSON COUNTY SERVICE CONTRACT

(M&C Electric Inc.)

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

THIS SERVICES CONTRACT (hereinafter “Contract”) is made and entered into by and between **Williamson County, Texas** (“County”), a political subdivision of the State of Texas, acting herein by and through its governing body, and **M&C Electric Inc.** (hereinafter “Service Provider”), both of which are referred to herein as the parties. The County agrees to engage Service Provider as an independent contractor, to provide certain services described herein pursuant to the following terms, conditions, and restrictions:

I.

Services: Service Provider shall provide services *as an independent contractor* pursuant to terms and policies of the Williamson County Commissioners Court. Service Provider expressly acknowledges that he, she, or it is not an employee of the County. The service includes:

- Relocating two shoreline reels to the rear of the ambulance bay; and
- Changing EMS office receptacle to a quad and feed with generator power.

Said services are for the sole benefit of Williamson County EMS operations and is not a structural improvement to the facility.

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

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

II.

Effective Date and Term: This Contract shall be in full force and effect as of the date of the last party’s execution below and shall continue until the Project Completion Date or when

terminated pursuant to this Contract, whichever event occurs first. The Project Completion Date is defined as the date by which all services and obligations outlined in Exhibit “A” shall be fully performed and delivered to the satisfaction of the County. The parties acknowledge and agree that the Project Completion Date is initially set to be on or before **September 12, 2024**, however this date may be amended at the sole discretion of the County. Upon successful completion of the services as described in Exhibit “A”, this contract shall automatically terminate without further obligation from either party, except as otherwise expressly provided herein.

III.

Consideration and Compensation: Service Provider will be compensated based on a fixed sum as set out in **Exhibit “A.”** The not-to-exceed amount shall be One Thousand Six Hundred Ninety-Three Dollars and Seven Cents (\$1,693.07).

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

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

IV.

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

Type of Coverage	Limits of Liability
a. Worker's Compensation	Statutory
b. Employer's Liability	
Bodily Injury by Accident	\$500,000 Ea. Accident
Bodily Injury by Disease	\$500,000 Ea. Employee

Bodily Injury by Disease

\$500,000 Policy Limit

- c. Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:

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

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

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

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

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

V.

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

VI.

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

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

VII.

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

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

VIII.

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

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

IX.

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

X.

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

XI.

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

XII.

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

XIII.

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

XIV.

No Assignment: Service Provider may not assign this Contract.

XV.

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

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

XVI.

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

XVII.

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

XVIII.

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

XIX.

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

XX.

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

XXI.

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

Contract include the following:

- A. The attached Quote, being marked **Exhibit "A"**; and
- B. Insurance certificates evidencing coverages required herein above.

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

XXII.

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

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

WILLIAMSON COUNTY:

Authorized Signature

County Judge/Presiding Officer

Date: _____, 20____

SERVICE PROVIDER:

M & C Electric Inc
Name of Service Provider

Eric Cain
Authorized Signature

Eric Cain
Printed Name

Date: March 26, 2024

**Exhibit “A”
Quote**

Job ID: JOB-3338
Project: CORR FS 6 EMS



IntelliBid

Bid Summary Report

Vendor: CED_AUSTIN **Labor Level:** LABOR 3 **26 Jan 2024 11:33:39**
Tax Rate status: Default **Bid Name:** BASE BID **Bid Template:** BASIC (EXPANDED O&P)

Drawing	Phase	Quote \$	Material \$	Equip \$	SubCon \$	Labor Hrs
	BRANCH	0.00	209.32	0.00	0.00	19.17
	DEMOLITION	0.00	0.00	0.00	0.00	1.00
	Sheet Totals:	0.00	209.32	0.00	0.00	20.17
	Tax:	0.00	0.00	0.00	0.00	

Bid Notes:

TAX RATES

Material:	0.0000%
Quote:	0.0000%
Labor:	0.0000%
Equipment:	0.0000%
Subcontract:	0.0000%
Job:	0.0000%

MISCELLANEOUS

Avg. Lbr. Rate (Cost):	72.00
Avg. Lbr. Rate (Bid):	72.00
Total Square Feet:	1.00
Cost Per Sq. Ft.:	1,693.07
Labor \$ Per Sq. Ft.:	1,452.35
Labor Hrs Per Sq. Ft.:	20.17
Quantity of Units:	1.00
Cost Per Unit:	1,693.07
Calc. Adjustment:	0.00%

Sub Total (Quo/Mat/Equip/Sub):

	209.32
Sales Tax:	0.00
Sub Total:	209.32

Direct Labor \$:	1,452.35
Indirect Labor \$:	0.00
Labor Escalation:	0.00
Labor Tax:	0.00
Direct Job Costs (0.00%):	0.00

Prime Cost:	1,661.67
Overhead (Avg. 1.89%):	31.40
Net Cost:	1,693.07

Profit (Avg. 0.00%):	0.00
Job Tax:	0.00
Bond (0.0000%):	0.00
Lump Sum:	0.00
Selling Price:	1,693.07

LABOR ADJUST										
ESTIMATED HOURS	ELECTRICAL	MACHINE OPERATOR	LOW VOLTAGE	Labor Class 4	Labor Class 5	Labor Class 6	Labor Class 7	Labor Class 8	Labor Class 9	Labor Class 10
REGULAR	20.17	--	--	--	--	--	--	--	--	--
OVERTIME	--	--	--	--	--	--	--	--	--	--
SHIFT-2	--	--	--	--	--	--	--	--	--	--
SHIFT-3	--	--	--	--	--	--	--	--	--	--
DOUBLE TIME	--	--	--	--	--	--	--	--	--	--
ESTIMATED HOURS:	20.17	--	--	--	--	--	--	--	--	--
LOSS LBR ADJ:	--	--	--	--	--	--	--	--	--	--
CALCULATED HRS										
REGULAR	20.17	--	--	--	--	--	--	--	--	--
OVERTIME	--	--	--	--	--	--	--	--	--	--
SHIFT-2	--	--	--	--	--	--	--	--	--	--
SHIFT-3	--	--	--	--	--	--	--	--	--	--
DOUBLE TIME	--	--	--	--	--	--	--	--	--	--
TOTAL ADJ LABOR:	20.17	--	--	--	--	--	--	--	--	--

TOTAL ADJUSTED LABOR HOURS:

20.17

DIRECT LABOR						
Labor Class	Job Description	Labor Type	Crew	Rate	Man Hours	Extension
ELECTRICAL	FOREMEN (WORKING)	REGULAR	1	\$72.00	20.17	\$1,452.35

AVERAGE DIRECT LABOR RATE:

\$72.00

TOTAL DIRECT LABOR:

\$1,452.35

INDIRECT LABOR			
Labor Description	Hours	Rate	Ext \$

TOTAL INDIRECT LABOR:

\$0.00

DIRECT LABOR TOTAL:	1,452.35
INDIRECT LABOR TOTAL:	0.00
LABOR ESCALATION:	0.00
LABOR \$ ADJUSTMENT:	0.00
LABOR TAX:	0.00
LABOR TOTAL:	\$1,452.35

MATERIAL:	209.32
MATERIAL ESCALATION:	0.00
MATERIAL ADJUSTMENT:	0.00
MATERIAL TAX:	0.00
MATERIAL TOTAL:	\$209.32

QUOTES		
Component	Vendor	Amount

QUOTED MATERIAL:	0.00
ADJUSTMENT:	0.00
QUOTE TAX:	0.00
QUOTED MATERIAL TOTAL:	\$0.00

SUBCONTRACTS		
Component	Vendor	Amount

SUBCONTRACTS:	0.00
ADJUSTMENT:	0.00
SUBCONTRACT TAX:	0.00
SUBCONTRACTS TOTAL:	\$0.00

EQUIPMENT		
Component	Vendor	Amount

EQUIPMENT:	0.00
ADJUSTMENT:	0.00
EQUIPMENT TAX:	0.00
EQUIPMENT TOTAL:	\$0.00

DIRECT JOB COSTS	
Description	Dollars

DIRECT JOB COSTS:	0.00
ADJUSTMENT:	0.00
TOTAL DIRECT JOB COSTS:	\$0.00
JOB COST w/NO OVERHEAD:	\$1,661.67

OVERHEAD	
MATERIAL OVERHEAD:(15% markup)	31.40
QUOTES OVERHEAD:(15% markup)	0.00
LABOR OVERHEAD:(0% markup)	0.00
SUBCONTRACTS OVERHEAD:(0% markup)	0.00
EQUIPMENT OVERHEAD:(0% markup)	0.00
DJC OVERHEAD:(0% markup)	0.00

TOTAL OVERHEAD:	\$31.40
JOB COST w/OVERHEAD:	\$1,693.07

PROFIT	
MATERIAL PROFIT:(0% markup)	0.00
QUOTES PROFIT:(0% markup)	0.00
LABOR PROFIT:(0% markup)	0.00
SUBCONTRACTS PROFIT:(0% markup)	0.00
EQUIPMENT PROFIT:(0% markup)	0.00
DJC PROFIT:(0% markup)	0.00

TOTAL PROFIT:	\$0.00
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MISCELLANEOUS

JOB TAX:	0.00
BOND:	0.00

MISCELLANEOUS TOTAL: \$0.00

LUMP SUM

LUMP SUM 1:	0.00
LUMP SUM 2:	0.00
LUMP SUM 3:	0.00
LUMP SUM 4:	0.00

LUMP SUM TOTAL: \$0.00

BID TOTAL: \$1,693.07

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.

M&C Electric Inc.
Taylor , TX United States

Certificate Number:
2024-1139478

Date Filed:
03/27/2024

Date Acknowledged:
04/09/2024

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

Williamson County

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.

2024165
Moving vehicle electrical drops and adding an outlet to the generator at Medic 53

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

5 Check only if there is NO Interested Party.



6 UNSWORN DECLARATION

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

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

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

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

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

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

M&C Electric Inc.
Taylor , TX United States

Certificate Number:
2024-1139478

Date Filed:
03/27/2024

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.

2024165
Moving vehicle electrical drops and adding an outlet to the generator at Medic 53

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

5 Check only if there is NO Interested Party.



6 UNSWORN DECLARATION

My name is Richard D Masters Jr, and my date of birth is [REDACTED].

My address is [REDACTED], Taylor, Tx, 76574, US.
(street) (city) (state) (zip code) (country)

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

Executed in Williamson County County, State of Texas, on the 27th day of March, 202024.
(month) (year)

Richard D. Masters Jr

Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session**16.****Meeting Date:** 04/16/2024

Approval of Service Agreement for Moving Services with Bouffard Transfer Inc. for Elections Department

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

Information**Agenda Item**

Discuss, consider and take appropriate action on approving a moving service contract between Williamson County and Bouffard Transfer Inc. for moving services for the upcoming May election in the amount of \$28,560 and authorizing the execution of the Agreement.

Background

The approval of this purchase will allow Bouffard Transfer Inc., an independent contractor, the moving services needed to support the Williamson County 2024 elections. The funding source is 01.0375.0375.004100. The department point of contact is Bridgette Escobedo.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Bouffard Contract

Exhibit A

Bouffard 1295

Form Review**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Barbi Hageman

Final Approval Date: 04/11/2024

Reviewed By

Joy Simonton

Becky Pruitt

Date

04/11/2024 11:52 AM

04/11/2024 11:55 AM

Started On: 04/11/2024 11:12 AM

**WILLIAMSON COUNTY
MOVING SERVICE CONTRACT
BOUFFARD TRANSFER INC.**

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

THIS MOVING SERVICE CONTRACT (hereinafter “Contract”) is made and entered into by and between **Williamson County, Texas** (“County”), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Bouffard Transfer Inc.** (hereinafter “Service Provider”), both of which are referred to herein as the parties. The County agrees to engage Service Provider as an independent contractor, to provide certain services described herein pursuant to the following terms, conditions, and restrictions:

I.

Services: Service Provider shall provide moving services *as an independent contractor* pursuant to terms and policies of the Williamson County Commissioners Court. Service Provider expressly acknowledges that he, she, or it is not an employee of the County. The moving services includes the work described in the attached Quote being marked as **Exhibit “A,”** which is incorporated herein as if stated in full.

Service Provider agrees that it will NOT store any Williamson County Elections Department Voting Equipment (herein after “Equipment”) overnight at any property not owned by the County for any elections conducted by Williamson County Elections Department (“Department”). All Equipment that is scheduled for delivery must be picked up from the Department and delivered to the voting location the same day, as directed by the Department. Service Provider shall be responsible for obtaining a delivery receipt from the voting location when the Equipment is delivered to a voting location. After an election, Service Provider must pick up the Equipment from the voting locations and return them to the Department Warehouse on the same day. Service Provider shall be responsible for obtaining a delivery receipt from the Department Warehouse when the Equipment is delivered back to the Warehouse. Service Provider shall be responsible for all Equipment and for any damage to such Equipment while it is in Service Provider’s custody.

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

of valid licensure.

II.

Effective Date and Term: This Contract shall be in full force and effect as of the date of the last party's execution below and shall continue until **May 6, 2024** or when terminated pursuant to this Contract.

III.

Consideration and Compensation: Service Provider will be compensated based on a fixed sum as set out in **Exhibit "A"**. The not-to-exceed amount shall be Twenty-Eight Thousand Five Hundred Sixty Dollars (\$28,560.00).

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

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

IV.

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

Type of Coverage	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 PERSONPER OCCURRENCE	
Comprehensive General Liability (including premises, completed operations and contractual)	\$1,000,000	\$1,000,000
Aggregate policy limits:	\$2,000,000	

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

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

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

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

V.

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

provided.

VI.

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

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

VII.

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

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

VIII.

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

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

IX.

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

X.

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

XI.

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

XII.

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

XIII.

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

XIV.

No Assignment: Service Provider may not assign this Contract.

XV.

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

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

XVI.

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

XVII.

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

XVIII.

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

XIX.

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

XX.

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

XXI.

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

Contract include the following:

- A. The attached Quote, and being marked **Exhibit "A,"**
- B. Insurance certificates evidencing coverages required herein above.

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

XXII.

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

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

WILLIAMSON COUNTY:

Authorized Signature

County Judge/Presiding Officer

Date: _____, 20____

SERVICE PROVIDER:

Bouffard Transfer Inc.
Name of Service Provider

B. Bouffard
Authorized Signature

Britt Bouffard
Printed Name

Date: 4-11, 2024

**Exhibit “A”
Quote**

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.

Bouffard Transfer Inc
Georgetown, TX United States

Certificate Number:
2024-1145606

Date Filed:
04/11/2024

Date Acknowledged:
04/11/2024

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

Williamson County

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.

2024180
Delivery of equipment

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

5 Check only if there is NO Interested Party.

☐

6 UNSWORN DECLARATION

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

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

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

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

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2024-1145606

Date Filed:
04/11/2024

Date Acknowledged:

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

Bouffard Transfer 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.

2024180
Delivery of equipment

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

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

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

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

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

Executed in Williamson County, State of Texas, on the 12 day of Apr, 2024
(month) (year)

Britt Bouffard

Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session**17.****Meeting Date:** 04/16/2024

Approval of Controlling Terms and Conditions Agreement with Mobile Communications America, Inc. for Information Systems

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 Controlling Terms and Conditions Agreement #2024174 between Williamson County and Mobile Communications America, Inc., and authorizing the execution of this agreement.

Background

Information Systems uses Mobile Communications America, Inc. frequently for video services at multiple Williamson County locations. The Controlling Terms and Conditions agreement will govern the relationship between Williamson County and Mobile Communications America, Inc., and acknowledges the County's standard terms and conditions. Once approved, the agreement will be effective for one year, and will automatically renew yearly up to four additional one-year terms, unless terminated earlier. This agreement shall be referenced on future quotes/proposals. The department point of contact is Tammy McCulley.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Approval of MCA CTC
Form 1295 MCA CTC

Form Review**Inbox**

Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Misty Brooks
Final Approval Date: 04/10/2024

Reviewed By

Joy Simonton
Becky Pruitt

Date

04/10/2024 10:29 AM
04/10/2024 11:33 AM
Started On: 04/03/2024 08:33 AM

WILLIAMSON COUNTY CONTROLLING TERMS AND CONDITIONS

(Mobile Communications America, Inc.)

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

THIS WILLIAMSON COUNTY CONTROLLING TERMS AND CONDITIONS (hereinafter “CTC”) shall govern the relationship and transactions between **Williamson County, Texas** (“County”), a political subdivision of the State of Texas, acting herein by and through its governing body, and **MOBILE COMMUNICATIONS AMERICA, INC.** (hereinafter “MCA”), both of which are referred to herein as the parties. The parties acknowledge and agree that the following terms, conditions, and restrictions shall apply to all ensuing purchases by County from MCA:

I.

Effective Date and Term: This CTC shall be in full force and effect as of the date of the last party’s execution below and shall continue for one (1) year (“Initial Term”). After the Initial Term, this CTC shall automatically renew yearly up to four (4) additional one-year terms, unless terminated earlier pursuant to this CTC.

II.

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

III.

Tax Exemption: The County is a political subdivision under the laws of the State of Texas

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

IV.

No Agency Relationship and Indemnification: It is understood and agreed that MCA shall not in any sense be considered a partner or joint venturer with the County, nor shall MCA hold itself out as an agent or official representative of the County. MCA shall be considered an independent contractor. Additionally, the parties agree that under the Constitution and laws of the State of Texas, the County cannot enter into an agreement whereby the County agrees to indemnify or hold harmless another party; therefore, all references of any kind to County defending, indemnifying, holding, or saving harmless MCA for any reason are hereby deleted.

V.

No Waiver of Sovereign Immunity or Powers: County does not waive any sovereign immunity, defense, or powers on behalf of itself, its employees or agents as a result of any purchase under these CTC.

VI.

Termination: This CTC 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.

VII.

Venue and Applicable Law: Venue 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 CTC 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 CTC and this CTC shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

X.

XI.

Right to Audit: MCA agrees that the County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under any agreement or purchase, have access to and the right to examine and photocopy any and all books, documents, papers and records of MCA which are directly pertinent to the services and/or goods purchased for the purposes of making audits, examinations, excerpts, and transcriptions. MCA agrees that the County shall have

access during normal working hours to all necessary MCA 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 MCA reasonable advance notice of intended audits.

XII.

No Assignment: MCA may not assign an agreement without notice and written approval by the County.

XIII.

Public Information: MCA 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.

XIV.

Media Releases: MCA 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.

XV.

Conflicting Terms: In the event of any conflict between the terms and conditions outlined in this CTC and those specified in any proceeding proposal, quote, or purchase order, the provisions of this CTC shall prevail and govern the relationship of the parties.

XVI.

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

[SIGNATURES TO FOLLOW]

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

MOBILE COMMUNICATIONS AMERICA, INC.

BY: Robert E. Marshall Jr.

ADDRESS: 135 N Church St, Ste 310

Spartanburg, SC 29306

NAME: _Robert Marshall

TITLE: Chief Operations Officer

DATE: March 22, 2024

WILLIAMSON COUNTY, TEXAS

BY: _____

ADDRESS: 710 S. Main Street

Ste.101

TITLE: As Presiding Officer of the Williamson
County Commissioners Court

Georgetown, TX 78626

DATE: _____, 20____

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.

Mobile Communications America
Austin, TX United States

Certificate Number:
2024-1140500

Date Filed:
03/29/2024

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.

2024174
Controlling Terms and Conditions

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

5 Check only if there is NO Interested Party.



6 UNSWORN DECLARATION

My name is Patrick Stevenson, and my date of birth is ██████████.

My address is 239 Sayers Rd, Bastrop, TX, 78602, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Travis County, State of Texas, on the 2nd day of April, 20 24.
(month) (year)

Patrick Stevenson

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.

Mobile Communications America
Austin, TX United States

Certificate Number:
2024-1140500

Date Filed:
03/29/2024

Date Acknowledged:
04/03/2024

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

Williamson County

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.

2024174
Controlling Terms and Conditions

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

5 Check only if there is NO Interested Party.



6 UNSWORN DECLARATION

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

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

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

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

Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session**18.****Meeting Date:** 04/16/2024

Approval of purchase for Video Surveillance Additions at the Round Rock Annex from Mobile Communications America, Inc. for Information Systems

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 purchase #2024105 between Mobile Communications America, Inc. and Williamson County for the installation of additional video surveillance at the Round Rock Annex for the amount of \$3,960.00, and authorizing execution of the proposal.

Background

Approval of this proposal will allow Information Systems to have additional video surveillance provided and installed at Williamson County's Round Rock Annex, located at 1801 E Old Settlers Blvd. The proposal attached outlines the scope of work and associated pricing. Funding source is 01.0100.0503.004509 as per the FY24 budget. Department contact is Don Heflin.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

MCA Proposal
Form 1295 MCA

Form Review**Inbox**

Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Misty Brooks
Final Approval Date: 04/10/2024

Reviewed By

Joy Simonton
Becky Pruitt

Date

04/10/2024 10:31 AM
04/10/2024 11:35 AM
Started On: 04/03/2024 09:06 AM



Proposal: [REDACTED]

Wilco-RR Annex-Camera adds - Open Market 2

Prepared for:

Don Heflin

Williamson County - Round Rock Annex

1801 E Old Settlers Blvd.

Georgetown TX, 78626

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

Proposal Issued:

3/11/2024

Proposal Valid To:

5/10/2024

Prepared by:

Patrick Stevenson

512-944-0854

patrickstevenson@callmc.com

4509 Freidrich Lane

Suite 110

Austin, TX 78744

Confidential - Do not duplicate or distribute without written permission from Knight Security Systems / MCA, Inc.

DESCRIPTION

CLIENT INFORMATION

Name: Williamson County - Round Rock Annex		
Site	Billing	Contact
1801 E Old Settlers Blvd. Georgetown, TX 78626	1801 E Old Settlers Blvd. Georgetown, TX 78626	Don Heflin, IT-Systems P (512) 409-6222 E don.heflin@wilco.org

PROJECT NAME: Wilco-RR Annex-Camera adds - Open Market 2

PROJECT SCOPE OF WORK

Mobile Communications America (MCA), formerly Knight Security Systems, will provide and install video surveillance additions at Williamson County's Round Rock Annex. System installation includes hardware unless otherwise stated.

This proposal includes the open market materials which are required for proposal # [REDACTED].

3 - Axis P3737-PLE 20MP multi sensor cameras.

Customer Provided Items

- Electronic drawing files of the plans and approval of device layout
- Individual software administrator logins for personnel at each location for each system
- PoE switches and patch panels
- Existing recording server with storage space to accommodate the new devices
- Existing client workstations that meet the system minimal requirements
- Rack space and uninterruptable power supply in the MDF room for rack mount units
- Wall space and 3/4" plywood backboard for wall mount units
- Network configurations for connection of devices to Customer's network
- 120VAC by a certified electrician for all security devices where needed

Finance

Purchaser hereby agrees to pay MCA the following terms:
The Customer is required to pay every invoice in full within 30 days of receiving the invoice.

Project Milestones and Invoicing Procedures

- An initial project invoice is due and payable upon receipt of material received and stored, delivery of materials to customer site, and services rendered.
- The remaining balance is due and payable in progress payments based upon material delivered or work completed

Refer to the CSA sections 2A, 2B, and 2C.

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

Confidential - Do not duplicate or distribute without written permission from Knight Security Systems / MCA, Inc.

Engineering

Engineering is not included with this proposal.

Cabling & Wiring

Cabling and wiring are not included with this proposal

Field Devices

MCA will provide all necessary devices and hardware included on the equipment list attached. The devices on the security plans will be installed and programmed into the system according to the system matrix.

MCA is not responsible for any existing devices being reused. If any existing devices are found to be unusable then a quote will be provided to the Customer to replace the device. MCA is not responsible for any damages done from the existing devices being removed. The Customer is responsible to patch and repair any damages done from existing devices removed.

Programming

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

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

Rental Equipment

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

Testing

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

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

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

Training

Training is not included with this proposal.

Standard Proposal Notes:

1. This proposal will follow the guidelines stated in the Customer Service Agreement.
2. This proposal is valid for 60 days. After the 60 days the quote is no longer valid and a new quote needs to be regenerated and prices may vary.
3. A standard 1 year warranty applies on all newly installed equipment.
4. Please allow 4-6 weeks lead time for hardware.
5. Final Location of all equipment to be approved by owner prior to start of installation.
6. Work provided by MCA is assumed to be continuous, unhindered and without the need for escorts. Additional costs will be incurred if work is slowed by denial or delay of access to the work areas without three days' notice, or if escorts are required at any time. Any cessation of work by the customer or delays in the project construction schedule will result in additional mobilization and project management charges.

Client Initials: _____

MCA

Confidential - Do not duplicate or distribute without written permission from Knight Security Systems / MCA, Inc.

7. The quantities of materials noted above scope of work are intended to be descriptive. Should there be any discrepancy between the scope of work and the equipment list, the equipment list will supersede the scope of work stated above.
8. All work will be done following federal, state, and local laws and requirements for the above scope of work.
9. Due to extreme supply chain issues, Knight Security reserves the right to adjust final proposal pricing until an order is placed with our manufacturer partners. We will inform you within 5 business days of receipt of order about product availability and price increases greater than Knight can absorb.

Mobile Communications America Excludes the Following:

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

Williamson County Purchase Order Terms and Conditions
(Revised January 2023)

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

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

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

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

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

Description of Supplies: Any catalog or manufacturer's reference used in describing any item is merely descriptive and not restrictive, unless otherwise noted, and is used to indicate type and quality of material. The term "Or Equal," if used, identifies commercially produced items which have the essential performance and salient characteristics of the brand name stated in the item description. Vendor certifies that any substitute brand supplied hereunder matches the performance and salient characteristics of the item called for and agrees to replace it in the event it does not conform.

All supplies or equipment shall be the latest improved new model meeting specifications in current production at the time of delivery and shall be delivered completely assembled, adjusted, serviced, and ready for use. Vendor warrants that all applicable Patents and Copyrights which may exist on items sold hereunder have been adhered to and that County shall not be liable for any infringement of those rights.

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

Indemnification: To the extent permitted by Texas law, Vendor shall defend, indemnify and save harmless Williamson County and all its officers, agents and employees from all suits, claims, actions, damages, demands or other demands of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons or property, but only to the extent they result from any negligent act or fault of the vendor, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, this order. Vendor shall pay any judgement with cost, which may be obtained against Williamson County growing out of such injury or damages.

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

Law: It is agreed that good(s) delivered shall comply with all Federal, State, or local laws relative thereto, and that the vendor shall defend actions or claims brought and save harmless the County from loss, cost or damage by reason of actual or alleged infringement of letters patent and/or copyrights, but only to the extent said actions and claims result from any negligent act or fault of the Vendor.

Williamson County Purchase Orders constitute expenditures of public funds, and all vendors are hereby placed on noticed that any quotes, invoices or any other forms that seek to unilaterally impose contractual or quasi-contractual terms are subject to the extend authorized by Texas law, including but not limited to Tex. Cont. art. XI, 7, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.

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

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

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

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

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

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

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

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

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

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

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

Variation in Quantity: No variation in the quantity of any item called for by this Purchase Order shall be allowed, unless such variation is caused by conditions of loading, shipping, packing or allowances in manufacturing processes, and then only to the extent, if any, set forth herein.

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

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

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

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

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

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

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PROJECT INVESTMENT

Estimate						\$3,960.00
QTY	Manufacturer	Part #	Description	MSRP	Unit Price	Ext.Price
3	Axis Communications	P3737-PLE	AXIS P3737-PLE Panoramic camera. 4x5MP multidirect	\$1,699.00	\$1,320.00	\$3,960.00
					Equipment Subtotal	\$3,960.00
					Estimate SubTotal	\$3,960.00

Investment Summary

Total Equipment	\$3,960.00
Total Proposal Amount	\$3,960.00

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

Investment Total

Knight Security Systems / MCA will provide the proposed system as described in this proposal for the sum of: **\$3,960.00**

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

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Proposal Acceptance:

I have read the **General Terms and Conditions** of the sale, understand them fully, and agree to abide by them. I have also read and understand the payment terms as set forth in the **Customers Responsibilities** section of the agreement as well as the **Schedule of Equipment** as listed.

I hereby certify that I am authorized by my company to sign this agreement. Knight Security Systems / MCA is hereby authorized to perform the work as specified.

Knight Security Systems / MCA

Williamson County - Round Rock Annex

By: Mark Purcell
Signature

Vice President of Texas Security
Title

Mark S. Purcell
Print Name

By: _____
Signature

Title

Print Name

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

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TERMS & CONDITIONS

Limited Warranty.

A. What is Covered. For one (1) year after System Acceptance, Mobile Communications America (MCA) will repair or replace any defective part of the System without charge to Purchaser. MCA may use new or used parts of the same quality. MCA may keep all replaced components.

B. How To Get Service. Call or e-mail MCA at the e-mail address and telephone number at the top of this agreement and tell MCA what is wrong with the System. MCA will provide service as soon as possible during MCA's normal business hours which are 8:00AM to 5:00PM Monday through Friday, excluding holidays MCA observes. A responsible adult must be at the premises at the time MCA visits. Emergency repair service is available at other times for an additional charge. SecurePlan customers should follow the exclusive SecurePlan service request procedure.

C. What Is Not Included. Repair of the System is MCA's only duty. This warranty does not include disposable batteries. MCA makes no other express warranty including any warranty of merchantability of the System or its fitness for any special purpose. MCA does not warrant that the System cannot be defeated or compromised or that it will always operate. This warranty does not cover repairs that are needed because of an accident, acts of God, misuse or abuse of the System, Purchaser's failure to properly use the System, or any other reason except a defect in the equipment or MCA's installation. **MCA is not liable for consequential or incidental damages. Purchaser agrees that this is MCA's only warranty and that MCA has given Purchaser no other warranty for the System. All implied warranties are limited in duration to the one year term of this express warranty.** Repairs not covered by this warranty will be charged to Purchaser at MCA's standard rates for labor and materials and Purchaser agrees to pay the same.

D. State Law. Some states do not allow the exclusion or the limitation of consequential or incidental damages, or a limitation on the duration of implied warranties, so the above limitations or exclusions may not apply. The warranty gives you specific legal rights and you may also have other rights, which may vary from state to state.

After Warranty Service. If Purchaser has subscribed to SecurePlan, MCA will continue to service the System in accordance with the provisions of the SecurePlan program. If Purchaser has not subscribed to SecurePlan, then at the end of MCA's one (1) year limited warranty, MCA will continue to repair the System on a time and material basis. Purchaser will pay MCA's standard parts and labor charges for all repair calls. There will be a one (1) hour minimum visit charge for each repair call. See MCA's Limited Warranty on how to request repair service. Payment is due upon completion of the work.

Regulatory Agencies. MCA operates under the regulatory authority of the following State of Texas agencies: Department of Public Safety, Texas Private Security Board, P.O. Box 4087, Austin, Texas 78773-0001, 512/463-5545, License # B-3566; Texas Department of Insurance, Office of the State Fire Marshal; P.O.Box 149221, Austin, Texas 78714-9221, 512/463-6169, License # ACR-84110-647.

Document Conflict. It is understood and agreed by and between the parties hereto, that if there is any conflict in this agreement and any other document, this agreement will govern, whether such other document is prior, coincident or subsequent to this agreement.

Taxes, Fees, Permits, Fines. In addition to the charges set forth herein, Purchaser agrees to pay any and all false alarm assessments, taxes, fees or other charges relating to the System installation, System use or services provided under this agreement which are authorized or imposed by any governmental body or other organization to whose facilities the System is connected. In addition Purchaser agrees to have the System licensed, permitted, registered or the like when required by any governmental agency and to pay any and all required fees for same.

MCA Not An Insurer And Limitation Of Liability. Purchaser acknowledges that MCA has not represented or warranted that the System may not be compromised or circumvented, that the System will prevent any loss by burglary, theft, robbery, fire or otherwise or that the System will in all cases provide the detection for which it is installed or intended. Purchaser does further acknowledge that Purchaser assumes all risk for loss or damage to Purchaser's premises, property or contents and that MCA has made no representations or warranties, nor has the Purchaser relied on any representation or warranties, expressed or implied, including any warranty of merchantability or fitness for any particular use, except as set forth herein. Purchaser acknowledges that MCA is not an insurer and that insurance if any shall be obtained by the Purchaser and that the payments stipulated hereinbefore are based solely upon the value of the System and services herein described and are unrelated to the value of Purchaser's premises, property or contents. It is not the intention of the parties of this agreement that MCA assume responsibility for any loss occasioned by malfeasance or misfeasance in the performance of the System or services under this agreement or for any loss or damage sustained through burglary, theft, robbery, fire or other cause by virtue of this agreement or because of the relation herein established. Purchaser further agrees to not subrogate with any person or insurer against MCA. From the nature of the System to be installed and/or the services to be performed, it is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from the failure of the System, installation, monitoring or other services or on the part of MCA to perform any of its obligations hereunder. If there shall, notwithstanding the provisions herein, at any time be or arise any liability on the part of MCA by virtue of this agreement or because of the relation hereby established, whether due to MCA's breach of this agreement, negligence of MCA, MCA's failure to perform any of its obligations hereunder, including installation, monitoring or service, or otherwise, such liability is and shall be limited to a sum equal in amount to the annual monitoring fee, five percent (5%) of the total sale and installation amount or five hundred dollars (\$500.00), whichever is the greater. This liability shall be complete and exclusive. Purchaser may obtain from MCA a higher limitation of liability for an additional periodic charge. If Purchaser elects this option, MCA will attach a rider to this agreement, which will set forth the amount of the higher limitation of liability and the amount of the additional charge. Agreeing to the higher limitation of liability does not mean that MCA is an insurer.

Indemnification. Purchaser agrees to and shall indemnify and save MCA to the extent permitted by law, its employees and agents, for and against all third party claims, lawsuits and losses alleged to be caused by MCA's performance, negligent performance or failure to perform its obligations under this agreement except that this indemnity clause shall not extend to damage, loss, liability or injuries which occur while an employee or agent of MCA is on the premises of the Purchaser and which damage, loss, liability or injuries are solely and directly caused by the acts of said employee or agent.

System Acceptance. Purchaser agrees to inspect and provide written acceptance of the system installation within (30) days within of the notice of completion by MCA, or within 30 days of the commencement of beneficial use of the system or system elements provided, whichever is earlier. Errors or omissions in the installation of System, including but not limited to failure to install or wire detection devices, shall be called to the attention of MCA by Purchaser in writing within thirty (30) days of final billing of installation charges stipulated in paragraph 2.A of this agreement. Upon the expiration of the said thirty (30) day period, the installation and the System provided shall be deemed complete and acceptable to Purchaser.

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Increase Of Monitoring/Service Fees. Notwithstanding the terms and conditions set forth herein, after the term for monitoring service, MCA may at any time, increase the monthly System monitoring fee and/or service fee upon giving the Purchaser notice in writing. In the event Purchaser is unwilling to pay the increased fee(s), Purchaser may terminate the System monitoring and/or System service upon giving notice in writing to MCA within thirty (30) days from receipt of MCA's notice, provided Purchaser shall not be in default of any provisions, terms or conditions of this agreement. Failure to notify MCA within said thirty (30) days will constitute Purchaser's consent to the increased fee(s) and all other provisions, terms and conditions of this agreement shall remain in full force and effect.

System Use And Testing. To obtain proper results from the operation of the System, Purchaser agrees to perform weekly tests and inspections of the entire System and to notify MCA as soon as practical to have System repaired if a failure is detected with the System. Purchaser will instruct all other persons who may use the System on its proper use. If the System includes interior detection (e.g., motion detectors, glass break detectors, smoke detectors, heat detectors or other such detectors), Purchaser agrees to turn off, control or remove all things such as air conditioning systems, insect fogging products and pets that might interfere with such devices.

False Alarm & Warranty Service Calls. In the event Purchaser or any user of the System shall cause an excessive number of false alarms or service calls through carelessness, the malicious or accidental use of the System or in the event Purchaser shall in any manner misuse or abuse the System, it shall constitute a material breach of contract on the part of Purchaser and MCA may, at its option, in addition to other legal remedies, be excused from further performance upon the giving of ten (10) days notice to Purchaser. MCA's excuse from performance shall not affect MCA's right to recover damages from Purchaser. In the event a fine, penalty, fee or the like is assessed against MCA by any governmental or municipality agency as a result of any false alarm or misuse of Purchaser's System, Purchaser agrees to forthwith reimburse MCA upon MCA giving notice to Purchaser.

Telephone Line. Purchaser understands that all System monitoring signals are transmitted over regular telephone lines, which are wholly beyond the control and jurisdiction of MCA. Purchaser will pay for all telephone company charges. MCA requires the use of a RJ31X or equivalent telephone jack to give the System priority over telephones on Purchaser's premises; however, when the System is activated, other calls (such as calls to the 911 emergency operator) cannot be made, and therefore, Purchaser may wish to have the System connected to a second telephone line. If Purchaser's telephone service is out of order, placed on vacation status or otherwise not working, signals cannot be transmitted and MCA will not know of the telephone service problem or outage. Purchaser acknowledges that MCA has advised Purchaser of the availability of wireless radio transmission of System monitoring signals in the event of telephone service interruption.

Additional Detection Equipment. Purchaser acknowledges that additional fire, intrusion, robbery or supervisory detection devices are available at additional cost.

Installation Or Service Of System. Purchaser authorizes MCA to install and/or service or cause to be installed and/or serviced, the devices specified in the schedule of devices including instruments, appliances and all necessary connections, wires, conduits and other materials associated herewith. MCA may, at its sole discretion, subcontract all or part of the installation or service of the System. Purchaser will make premises available during MCA's normal working hours of 8:00 A.M. through 5:00 P.M., Monday through Friday exclusive of MCA's scheduled holidays unless an alternative time has been arranged and agreed to by both MCA and Purchaser. Purchaser has the affirmative duty to inform MCA, prior to beginning of installation, of every location at the premises where MCA should not (because of concealed obstructions or hazards such as pipes, wires or asbestos) enter or drill holes. If asbestos or other health hazardous material is encountered during installation, MCA will cease work until Purchaser has, at Purchaser's sole expense, obtained clearance from a licensed asbestos removal or hazardous material contractor that continuation of work will not pose any danger to MCA's personnel. In no case shall MCA be liable for discovery or exposure of hidden asbestos or other hazardous material, and Purchaser shall indemnify and hold MCA and its employees harmless from any claims brought against MCA and/or its employees by third parties for damages, personal injury, death, emotional injury, whether actual or prospective allegedly caused by the presence, spread, ingestion or inhalation of any substance/vapor on or originating from Purchaser's premises. Purchaser understands that the installation will necessitate drilling into various parts of the premises. MCA generally intends to conceal wiring in the finished areas of the premises; however, in areas which, due to construction, decoration, or furnishing of the premises, MCA determines, in its sole discretion, that it would be impractical to conceal the wiring, in such cases wire will be exposed. To facilitate the installation and operation of the System, Purchaser will repair any broken or loose doors, windows or other parts of the premises as MCA may reasonably request. Purchaser agrees to provide 110 volt AC electrical outlets (dedicated circuits when required) at the designated locations for devices requiring such power.

Delay/Interruption Of Installation, Monitoring Or Service. Purchaser hereby agrees that MCA assumes no liability for delays or interruption in installation, monitoring or service of System whether due to heavy workload, labor disputes of any nature, strikes, riots, storms, natural disasters, fires, power failures, insurrection, interruption of or unavailability of telephone service, or any other cause beyond the control of MCA and will not be required to furnish installation, monitoring or service while any such cause shall continue.

Default Or Termination. If Purchaser fails to pay any amounts agreed herein or provided for herein within ten (10) days after the same is due and payable or if Purchaser fails to observe, keep or perform any other provision, term or condition of this agreement, Purchaser hereby agrees that MCA shall have the right to exercise any of the following remedies: (a) to declare the entire amount of moneys due hereunder, immediately due and payable upon notice or demand to Purchaser; (b) to initiate any legal proceedings and recover all moneys due hereunder, accrued and thereafter accruing, including without limitation, reasonable attorney's fees; (c) to enter Purchaser's premises and take possession of any and all devices of System not paid for, without any court order or other process of law, and any said taking of possession shall not constitute a termination of this agreement unless MCA expressly so notifies Purchaser in writing; (d) to terminate this agreement; (e) to pursue any other remedy at law or in equity. Notwithstanding any said removal or any other action which MCA may take, Purchaser shall be and remain liable for the full performance of all provisions, terms and conditions on the part of Purchaser under this agreement. All such remedies are cumulative and may be exercised concurrently or separately. Purchaser shall be liable for all expenses MCA may incur in connection with the enforcement of any of its remedies herein, including without limitation, reasonable attorney's fees and any amounts established by state or federal statute or regulation. If MCA elects to exercise any or all of the above provisions, it shall not be considered to constitute a breach by MCA of this agreement or waiver of MCA's rights to which it may be entitled under the law. Purchaser further agrees that MCA shall not be liable for any damage caused to the Purchaser's premises by the removal of System or devices.

Title Of System. MCA retains title to the System and all components and devices until such time as Purchaser shall pay for said System in full.

Pre-Existing Equipment And Devices. MCA assumes no liability and gives no warranty, limited or otherwise, for equipment, devices, wiring, services or the like not installed or provided by MCA pursuant to this agreement.

Authorized Users And Emergency Contact List. Purchaser agrees to furnish to MCA forthwith a written list of names, necessary telephone numbers and verbal passcodes of all System users and emergency contact persons authorized to enter the Purchaser's premises. In addition Purchaser shall notify MCA in writing of all

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changes, revisions and modifications of the above stated users and emergency contact persons or changes to the Purchaser's premises address, telephone, or the like.

Monitoring Service. If Purchaser has subscribed to monitoring service, MCA, upon receipt of a signal from the System shall, without warranty and when permissible by law, make a reasonable effort to do the following: (a) Upon receipt of an intrusion alarm signal, call the Purchaser's premises to verify an authorized user. If unable to verify an authorized user at the Purchaser's premises, notify the Public Police Department of the respective jurisdiction of the Purchaser's premises and notify the emergency contact person by calling the emergency contact person's telephone number. (b) Upon receipt of a holdup, duress or panic alarm signal, notify the Public Police Department of the respective jurisdiction of the Purchaser's premises and notify the emergency contact person by calling the emergency contact person's telephone number. (c) Upon receipt of a fire alarm signal, notify the Public Fire Department of the respective jurisdiction of the Purchaser's premises, notify the Purchaser's premises and if unable to notify Purchaser, notify the emergency contact person by calling the emergency contact person's telephone number. (d) Upon receipt of a System supervisory, trouble or failed System test signal or the like, call the Purchaser's premises during MCA's normal business hours to notify Purchaser and if unable to notify Purchaser, notify the emergency contact person by calling the emergency contact person's telephone number. The above listed procedures may be altered by Purchaser, when allowed by law, only upon Purchaser's written request of MCA. Monitoring may be provided by MCA or an independent monitoring facility selected by MCA.

Late/Interest Fees & Attorney's Fees. Purchaser shall pay late fees and interest in amounts allowable by Texas law for all moneys not paid to MCA when due and payable. Additionally, in the event it shall become necessary for MCA to institute legal proceedings to collect any amount due MCA under this agreement, Purchaser shall pay MCA reasonable attorney's fees when permitted by law. Both MCA and Purchaser agree that no demand for arbitration, lawsuit or any other legal proceeding connected with this agreement shall be brought or filed more than one year after the incident giving rise to the claim occurred. In addition any such legal proceeding shall not be heard before a jury. Each party gives up any right to a jury trial.

Assignees And Subcontractors. MCA may transfer or assign this agreement to any other entity including an alarm company or lender. Purchaser may not transfer this agreement to someone else (including someone who purchases or rents Purchaser's premises) unless MCA approves the transfer in writing. MCA may use subcontractors to provide installation, repair or monitoring services, and this agreement, shall apply to the work or services they provide, and shall apply to them and protect them in the same manner as it applies to and protects MCA.

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CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

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.

Mobile Communications America
Austin, TX United States

Certificate Number:
2024-1140502

Date Filed:
03/29/2024

Date Acknowledged:
04/03/2024

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

Williamson County

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.

2024105
Round Rock Annex Camera Additions

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

5 Check only if there is NO Interested Party.



6 UNSWORN DECLARATION

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

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

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

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

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

**OFFICE USE ONLY
CERTIFICATION OF FILING**

Certificate Number:
2024-1140502

Date Filed:
03/29/2024

Date Acknowledged:

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

Mobile Communications America
Austin, TX United States

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

Williamson County

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

2024105
Round Rock Annex Camera Additions

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

5 Check only if there is NO Interested Party.**6 UNSWORN DECLARATION**

My name is Patrick Stevenson, and my date of birth is .

My address is 239 Sayers Rd, Bastrop, TX, 78602, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Travis County, State of Texas, on the 2nd day of April, 2024.
(month) (year)

Patrick Stevenson

Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session**19.****Meeting Date:** 04/16/2024

Approval of Purchase for New Chevy Tahoe Upfittings for Two (2) K9 2024 Chevrolet Tahoes from Dana Supply, Inc for Sheriff's Office

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

Information**Agenda Item**

Discuss, consider, and take appropriate action on approving the purchase between Williamson County and Dana Safety Supply, Inc. for the amount of \$54,401.82 pursuant to TIPS contract #240102, and authorizing the execution of the Purchase.

Background

The approval of this purchase will benefit the Williamson County Sheriff's Office with the upfittings installed in the two (2) K9 2024 Chevy Tahoe recently purchased. The attached quote contains the details of the materials and installation. Funding source is 01.0100.0560.005700. The department point of contact is Mary Johnson.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Redacted Quote Dana Supply
Form 1295 Dana Supply

Form Review**Inbox**

Purchasing (Originator)
County Judge Exec Asst.
Purchasing (Originator)
Form Started By: Barbi Hageman
Final Approval Date: 04/10/2024

Reviewed By

Joy Simonton
Becky Pruitt
Joy Simonton

Date

04/04/2024 04:55 AM
04/04/2024 08:29 AM
04/10/2024 04:48 PM
Started On: 03/25/2024 02:07 PM

PR #134383

Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	
Customer No.	WILLCSO

Bill To
WILLIAMSON COUNTY SHERIFF'S OFFICE 508 S Rock St Georgetown, TX 78626 United States

Ship To
(For Pickup) ROUND ROCK WAREHOUSE 900 E Old Settlers Blvd Ste 400 Bldg 4 Round Rock, TX 78664

Contact:
Telephone: 512-943-1500
E-mail: accountspayable@wilco.org

Contact:
Telephone:
E-mail:

Quote Date	Ship Via		F.O.B.	Customer PO Number	Payment Method	
03/18/24	GROUND SHIPMENT		QUOTED FREIGHT		NET30	
Entered By		Salesperson		Ordered By		Resale Number
Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price
2	2	N	INFO TIPS USA CONTRACT #240102 Warehouse: RROC		0.0000	0.00
2	2	N	INFO 2024 CHEVROLET TAHOE PPV 4X4 - K9 SLICK TOP Warehouse: RROC		0.0000	0.00
2	2	N	INFO FRONT OF VEHICLE Warehouse: RROC		0.0000	0.00
2	2	N	INFO ACTIVATE FACTORY HEADLAMP FLASHER / WIGWAG Warehouse: RROC		0.0000	0.00
2	2	N	DFC-PB-TAH21 FED SIG Push bumper, 2021-2023 Chevrolet Tahoe SSV/PPV Warehouse: RROC MSRP: \$1,084.00		618.6700	1,237.34
2	2	N	DFC-LG-TAH21 FED SIG LOWER GUARDS FOR 2021-23 TAHOE PUSH BUMP Warehouse: RROC MSRP: \$1,009.00		549.3300	1,098.66

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Order Quantity	Approve Quantity	Tax	Item Number / Description			Unit Price	Extended Price
2	2	N	DFC-UG-TAH21 FED SIG UPPER GUARDS FOR 2021-23 TAHOE PUSH BUMPE Warehouse: RROC MSRP: \$678.00			369.3300	738.66
2	2	N	DFC-WC-TAH21 FED SIG WIRE COVERS, 2021-23 CHEVY TAHOE PUSH BUM Warehouse: RROC MSRP: \$66.00			40.0000	80.00
2	2	N	DFC-TC4L-1 FED 4 Light Channel for Push Bumper, 21-23 TAHOE Warehouse: RROC MSRP: \$56.00			32.0000	64.00
8	8	N	MPS63U-RBW FEDSIG MICRO PULSE ULTRA R/B/W Warehouse: RROC MSRP: \$229.00			104.0000	832.00
4	4	N	MOUNT IN TOP CHANNEL OF GRILLE GUARD CROSS MEMBER. STEADY WHITE FOR TAKEDOWN. MPS63U-RBW FEDSIG MICRO PULSE ULTRA R/B/W Warehouse: RROC MSRP: \$229.00 MOUNT ONE ON EACH PITBAR. STEADY WHITE FOR ALLEY.			104.0000	416.00

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4	4	N	ES100C FED ES100/DYNAMAX 100W CLASS A SPEAKER Warehouse: RROC MSRP: \$91.00			0.0000	0.00
4	4	N	MOUNT UNDER CENTER CROSS MEMBER OF GRILLE GUARD. DFC-SB-ES100C Fed Speaker Bracket for Mounting ES100C Warehouse: RROC MSRP: \$35.00			0.0000	0.00
2	2	N	INFO SIDE OF VEHICLE Warehouse: RROC			0.0000	0.00
16	16	N	MPS63U RBW FEDSIG MICRO PULSE ULTRA R/B/W Warehouse: RROC MSRP: \$229.00			104.0000	1,664.00
8	8	N	MOUNT FOUR ON EACH RUNNING BOARD W/ WEDGES. STEADY WHITE FOR ALLEY. MPSM6U-FPIU20SMW FED Wedge Kit - Two Wedges Per Kit Warehouse: RROC MSRP: \$18.00			12.0000	96.00

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2	2	N	EVP SIREN AND SIREN ACCESSORIES Warehouse: RROC		2,695.0000	5,390.00
2	2	N	FED-PF200S17B FED SIGNAL PATHFINDER 100/200W.17 BTN Warehouse: RROC MSRP: \$2,162.00		0.0000	0.00
2	2	N	RBKIT2-COMPACT FED SIG PAIR OF RUMBLER WOOFERS Warehouse: RROC MSRP: \$593.00		0.0000	0.00
2	2	N	MISC FED: RBC2-TAH21ND RUMBLER BKT 21-24 TAHOE Warehouse: RROC MSRP: \$69.00		0.0000	0.00
2	2	N	OBDCABLE20-GMCAN OBD CABLE 21+ TAHOE Warehouse: RROC MSRP: \$230.00		0.0000	0.00
2	2	N	PFSYNC-1 FED SIG SYNC MODULE Warehouse: RROC MSRP: \$355.00		0.0000	0.00

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6	6	N	EXPMOD24 FEDERAL SIGNAL PATHFINDER EXPANSION MODULE Warehouse: RROC MSRP: \$386.00		0.0000	0.00
6	6	N	PFSPLTR-4 FED SIG 4 TO 1 SPLITTER Warehouse: RROC MSRP: \$59.00		48.5200	291.12
2	2	N	INFO INTERIOR OF VEHICLE Warehouse: RROC		0.0000	0.00
2	2	N	SIFMJS-TAH21-P3 FED,SIFMJS-TAH21-P3,SPECTRALUX,FRONT ILS RBW Warehouse: RROC MSRP: \$1,875.00		972.6700	1,945.34
2	2	N	STEADY WHITE FOR TAKEDOWN SIFMJH-TAH21-PF1 FED, ILS, REAR, 2021-23 TAHOE, RAW/BAW, +STT Warehouse: RROC MSRP: \$1,875.00 TRAFFIC ADVISE AMBER: LEFT / CENTER OUT / RIGHT		972.6700	1,945.34

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Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price
4	4	N	MPS63U-RBW FEDSIG MICRO PULSE ULTRA R/B/W Warehouse: RROC MSRP: \$229.00 ONE IN EACH CARGO WINDOW ON BRACKET.		104.0000	416.00
4	4	N	MPSM6-LB FED SINGLE MPS600 OR MPS600U L-BRACKET KIT Warehouse: RROC MSRP: \$19.00		12.0000	48.00
10	10	N	COM3SRWC FED 6 LED light head; (3) LED Red, (3) LED White Warehouse: RROC MSRP: \$95.00 ONE ABOVE CONSOLE, TWO IN CARGO HEADLINER, TWO ON INTERIOR HATCH DOOR. SWITCH IN CONSOLE FOR CAB LIGHT, SWITCH ON 'D' PILLAR FOR CARGO AND HATCH LIGHTING.		50.6700	506.70
2	2	N	INFO CONSOLE AND CONSOLE ACCESSORIES Warehouse: RROC		0.0000	0.00
2	2	N	C-VS-1012-TAH-1 HAV, CONSOLE BOX, 2021-24 TAHOE, SEE RMK TAB, 22" Warehouse: RROC MSRP: \$780.00		520.0000	1,040.00

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Order Quantity	Approve Quantity	Tax	Item Number / Description			Unit Price	Extended Price
2	2	N	C-EB25-MMT-1P HAV 2.5 1-PIECE EQUIPMENT MOUNTING BRACKET Warehouse: RROC MSRP: \$33.00			22.0000	44.00
2	2	N	C-EB30-FSR-1P HAVIS FEDSIG PATHFINDER PF200 REMOTE HEAD FACEPL Warehouse: RROC MSRP: \$33.00			22.0000	44.00
2	2	N	C-EB40-PAN-1P HAVIS EQUIPMENT BRACKET Warehouse: RROC MSRP: \$33.00			22.0000	44.00
2	2	N	C-EB45-RHS-1P HAV 4.5" Equipment Mounting Bracket Fits Acek9 Hot-N-P Warehouse: RROC MSRP: \$43.00			28.6700	57.34
4	4	N	C-FP-05 HAV 0.5 BLANK FILLER PLATE FOR CONSOLE Warehouse: RROC MSRP: \$13.00			8.6700	34.68
2	2	N	C-AP-0325-1 HAV 3" Accessory Pocket, 2.5" Deep Warehouse: RROC MSRP: \$51.00			34.0000	68.00

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Entered By		Salesperson		Ordered By	Resale Number	
Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price
4	4	N	C-SW-1 HAV BLACK ON/OFF ROCKER SWITCH W/RED PILOT LIGHT. Warehouse: RROC MSRP: \$28.00 MOUNT IN K9 CONTROLLER FACEPLATE. ONE FOR FAN AND ONE FOR LIGHT.		18.6700	74.68
4	4	N	C-MCB HAV CONSOLE MICROPHONE CLIP BRACKET Warehouse: RROC MSRP: \$19.00 LEAVE LOOSE IN CONSOLE FOR WILCO TO MOUNT		12.6700	50.68
4	4	N	MMSU-1 MAGNETIC MIC SINGLE UNIT CONVERSION KIT Warehouse: RROC LEAVE LOOSE IN CONSOLE FOR WILCO TO MOUN		0.0000	0.00
2	2	N	C-HDM-204 HAV TELESCOPING SIDE MOUNTED POLE ASSY Warehouse: RROC MSRP: \$230.00		153.3300	306.66
2	2	N	C-MD-119 HAV 11" SLIDE-OUT LOCKING SWING ARM - LOW PROFILE Warehouse: RROC MSRP: \$367.00		244.6700	489.34

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2	2	N	CUP2-1001 HAV Self-Adjusting Double Cup Holder Warehouse: RROC MSRP: \$67.00			44.6700	89.34
2	2	N	C-ARM-102 HAV ARM REST - MOUNTS TO SIDE OF CONSOLE BOX Warehouse: RROC MSRP: \$94.00			62.6700	125.34
2	2	N	DS-PAN-1502-4 HAV DOCKING STATION FOR PANASONIC TOUGHBOOK 40 LAPTOP Warehouse: RROC MSRP: \$1,656.88			1,104.5900	2,209.18
2	2	N	INCLUDES POWER SUPPLY AND QUAD PASSTHROUGH EZPF_TAH_2021-C AMEALAC K-9 INSERT FOR 21-23 TAHOE Warehouse: RROC MSRP: \$4,000.00			3,080.0000	6,160.00
2	2	N	BLACK K9 KENNEL - DOES NOT INCLUDE PRISONER TRANSPORT. KIT INCLUDES RUBBER MAT, WHITE CAGE LIGHT, BLACK POWDER COATING. NEW HINGED AMEALAC NEW HINGED UNIVERSAL WATER DISH Warehouse: RROC MSRP: \$190.00			148.0000	296.00

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2	2	N	HP5020 ACE K9 HOT-N-POP PRO TEMP ALARM & DOOR SYSTEM Warehouse: RROC MSRP: \$1,499.00		1,386.5800	2,773.16
2	2	N	2025 CHEVROLET TAHOE PPV AWD-7040 ACEK9 ACE WATCHDOG PRO FOR USE WITH PRO ALARM Warehouse: RROC MSRP: \$899.00 AceWatchDog Server Service is \$168.00 Per Year and the First Year is Included with New Unit.		831.5800	1,663.16
2	2	N	HA-FKT10-P ACEK9 10 INCH Fan Kit for Use with PRM Warehouse: RROC MSRP: \$239.00		221.0800	442.16
2	2	N	HA-FWG-10 ACE K9 Heavy Duty Fan Guard Warehouse: RROC MSRP: \$85.00		78.6300	157.26
2	2	N	20702 SLI SL-20L WITH 12V DC 1 CHARGER SLEEVE NIMH Warehouse: RROC MSRP: \$250.31		150.1900	300.38

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2	2	N	75456 SLI STINGER DS HL W/12VDC CHGR (NMH BATTERY) Warehouse: RROC MSRP: \$259.41			155.6500	311.30
2	2	N	HSN4032B UNITEDCC MOTO MCS 13W External Speaker Warehouse: RROC			0.0000	0.00
2	2	N	MISC AA: 2021 45x28.5x10 SSI Tahoe Vault W/ Lift Brackets Warehouse: RROC MSRP: \$2,180.00			1,800.0000	3,600.00
2	2	N	GK10342UHK SMC DUAL VERT. RACK 2 UNIV. LOCKS W/ HC KEY Warehouse: RROC MSRP: \$589.00 MOUNT ON TOP OF CARGO BOX W. TIMER BUTTON HIDDEN IN REAR CARGO 12V OUTLET AND ALSO ACTIVATION VIA SIREN CONTROLLER.			439.7900	879.58
2	2	N	GK0726 SMC 10 SEC DELAY TIMER W/SWITCH Warehouse: RROC			0.0000	0.00
2	2	N	200-1475-00 STALKER 2021 Tahoe Ant/CU/Display Combo Mount Warehouse: RROC			0.0000	0.00

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2	2	N	200-1476-00 STALKER 2021 Tahoe Rear Antenna Mount Warehouse: RROC			0.0000	0.00
2	2	N	SZ451 PEERLESS TIRE CABLES Warehouse: RROC			0.0000	0.00
2	2	N	INFO REAR OF VEHICLE Warehouse: RROC			0.0000	0.00
2	2	N	MISC FED: ESLD-TAH21RBW TAHOE 21-24 PILLAR RBW Warehouse: RROC MSRP: \$2,414.00			1,413.3300	2,826.66
4	4	N	STEADY WHITE FOR REVERSE. BRAKE TORQUE RED. MPS123U-RBW Fed Fire MicroPulse® Ultra Warehouse: RROC MSRP: \$272.00			126.6700	506.68
2	2	N	ONE ON EACH SIDE OF PLATE - VERTICAL. STEADY WHITE FOR REVERSE AND BRAKE TORQUE RED. ETFBSSN P SOI 100% SOLID STATE TAILLIGHT FLASHER (12-WIRE) Warehouse: RROC MSRP: \$102.00			47.6000	95.20

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03/18/24	GROUND SHIPMENT		QUOTED FREIGHT		NET30	
Entered By		Salesperson		Ordered By		Resale Number
Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price
2	2	N	INFO CUSTOMER SUPPLIED EQUIPMENT Warehouse: RROC ** Vendor shall install a county supplied Panasonic Arbitrator video camera system with: Arbitrator VPU, dash cam, prisoner cam, body mic & cradle, in-car mic, body cam cradle, battery backup, Lind trigger box, Bluetooth adapter, (2) wifi antennas, (2) 7' Cat6 network cables ** Vendor shall install & pre-wire county supplied (2) radio antennas, Motorola 8500 ignition cable, Cradlepoint antenna and ignition harness, STALKER Radar Cables ** Vendor shall provide a 5-year warranty for all installed lighting and wiring, with on-site repairs as requested		0.0000	0.00
2	2	N	TINT TINT PER CUSTOMER SPEC: Warehouse: RROC MSRP: \$850.00 BLACK 60% CERAMIC TINT ON ALL SEVEN CAB WINDOWS AT 15% VLT. BLACK DYED TINT ON WINDWIELD BROW AT 15%		795.0000	1,590.00
2	2	N	7615B BLUE SEA, SOLENOID TIMER 120A 12VDC ATD Warehouse: RROC MSRP: \$147.99		125.0000	250.00

Print Date	04/03/24
Print Time	04:26:00 PM
Page No.	13

Continued on Next Page

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Sales Quote

Telephone: 800-845-0405

Sales Quote No.	
Customer No.	WILLCSO

Bill To
WILLIAMSON COUNTY SHERIFF'S OFFICE
508 S Rock St
Georgetown, TX 78626
United States

Ship To
(For Pickup)
ROUND ROCK WAREHOUSE
900 E Old Settlers Blvd Ste 400 Bldg 4
Round Rock, TX 78664

Contact:
Telephone: 512-943-1500
E-mail: accountspayable@wilco.org

Contact:
Telephone:
E:

Quote Date	Ship Via		F.O.B.	Customer PO Number	Payment Method	
03/18/24	GROUND SHIPMENT		QUOTED FREIGHT		NET30	
Entered By		Salesperson		Ordered By	Resale Number	
Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price
2	2	N	5032B BLUE SEA SYSTEM FUSE BLOCK ST BLADE Warehouse: RROC MSRP: \$82.99		55.0000	110.00
2	2	N	5026B BlueSea 12 Circuit Fuse Block w/ Ground Bus and Cover Warehouse: RROC MSRP: \$65.49		45.0000	90.00
2	2	N	INSTALL KIT MISC INSTALLATION SUPPLIES I.E. Warehouse: RROC MSRP: \$500.00 LOOM, WIRE, HARDWARE, CONNECTORS, ETC *****		462.5000	925.00
96	96	N	INSTALL DSS INSTALLATION OF EQUIPMENT Warehouse: RROC Approved By: _____ ☐ Approve All Items & Quantities Quote Good for 30 Days		95.0000	9,120.00

Print Date	04/03/24
Print Time	04:26:00 PM
Page No.	14

Subtotal	53,542.94
Freight	1,150.00
Order Total	54,692.94

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.**

Dana Safety Supply
Round Rock, TX United States

Certificate Number:
2024-1138645

Date Filed:
03/25/2024

Date Acknowledged:
03/25/2024

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

Williamson County

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.

2024169
Vehicle parts sales and installation for police vehicles

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

5 Check only if there is NO Interested Party.**6 UNSWORN DECLARATION**

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

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

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

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

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

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

Dana Safety Supply
Round Rock, TX United States

Certificate Number:
2024-1138645

Date Filed:
03/25/2024

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.

2024169
Vehicle parts sales and installation for police vehicles

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

5 Check only if there is NO Interested Party.



6 UNSWORN DECLARATION

My name is Scott Beal, and my date of birth is [REDACTED].

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

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

Executed in Williamson County, State of Texas, on the 25th day of March, 2024.
(month) (year)

Scott Beal

Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session**20.****Meeting Date:** 04/16/2024

Authorize Issuing Advertisement for RFSQ #24RFSQ53 Design or Engineer Services for Minor County Building Projects for Facilities Management.

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

Information**Agenda Item**

Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed responses for Design or Engineer Services for Minor County Building Projects under RFSQ #24RFSQ53. Funding source will be determined depending on each project.

Background

Williamson County is soliciting qualifications from qualified architects and engineers to provide IDIQ design services for a Planning, Landscape Architecture, Architecture and Engineering (PLAE) Pool. Williamson County intends to design multiple remodel projects as part of an Indefinite Deliverable/Indefinite Quantity agreement. The Project includes all utilities, drainage, roadways, parking, landscaping and walkways to structures, landscaping associated with structures. The funding source will be determined per each project and the point of contact is Christy Matoska.

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: Stacian Williams

Final Approval Date: 04/10/2024

Reviewed By

Joy Simonton

Becky Pruitt

Date

04/10/2024 10:32 AM

04/10/2024 11:35 AM

Started On: 04/05/2024 03:02 PM

Commissioners Court - Regular Session**21.****Meeting Date:** 04/16/2024

Vehicle and Equipment Replacement Schedule

Submitted For: Robert Daigh**Submitted By:** Kevin Teller, Infrastructure**Department:** Infrastructure**Division:** Fleet Services**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on approving the vehicle/equipment replacement schedule.

Background

The Fleet Committee unanimously approved the changes and is recommending these changes to the court. These changes would be effective immediately and used to make FY25 vehicle/equipment recommendations.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Replacement Schedule FY25

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Kevin Teller

Final Approval Date: 04/11/2024

Reviewed By

Becky Pruitt

Date

04/11/2024 11:54 AM

Started On: 04/11/2024 11:26 AM

Fleet Replacement Criteria

The proposed fleet replacement criteria are based on over 20 years of usage patterns, maintenance history, and industry experience. Over time, technology and manufacturing changes have highlighted the necessity to update the usage requirements to meet safety, efficiency and lifecycle-cost standards.

The Fleet Director may make exceptions to these replacement guidelines on a case-by-case basis. For example, vehicles may be replaced sooner if they incur excessive maintenance or repair costs or may be retained longer if they have unusually low maintenance costs.

TYPE-DESCRIPTION		Current	Recommended
AUTOMOBILES & SUVS		REPLACEMENT	REPLACEMENT
P-1	PRIMARY VEHICLES	7yrs& 100,000 miles	7 yrs& 100,000 miles
	PRIMARY PATROL UNITS	4yrs & 100,000 miles	4 yrs & 100,000 miles
PICKUPS & VANS			
PV-1	Light Duty (Class 1&2 - to 10,000 GVW)	8yrs & 120,000 miles	11 yrs & 132,000 miles
	Front Line Ambulance	3yrs & 100,000 miles	3 yrs & 100,000 miles
TRUCKS			
T-1	Light Duty, gas (Class 3&4 - to 16,000 GVW)	10yrs & 120,000 miles	11 yrs & 132,000 miles
T-2	Light Duty, diesel (Class 3 & 4 - to 16,000GVW)	10yrs & 175,000 miles	11 yrs & 180,000 miles
	Med Duty (Class 5,6 & 7 - to 35,000 GVW)	10yrs& 200,000 miles	10 yrs& 200,000 miles
	Heavy duty (Class 8 - over 35,000 GVW)	10yrs & 275,000 miles	10 yrs & 275,000 miles
CONSTRUCTION EQUIPMENT			
C-1	Motor Graders	10yrs & 10,000hrs	14 yrs & 6,500 hrs
C-2	Gradall Excavators,Track Excavators, Wheeled Excavators	10yrs & 10,000hrs	10 yrs & 6,500 hrs
C-3	Backhoe Loaders	14yrs & 10,000 hrs	14 yrs & 6,500 hrs
C-4	Wheel Loaders	15yrs & 10,000 hrs	15 yrs & 6,500 hrs
C-5	Compact Rollers	15yrs & 10,000 hrs	15 yrs & 4,000 hrs
C-6	Track Loaders, Dozers	10yrs & 10,000hrs	15 yrs & 6,000 hrs
PAVING EQUIPMENT			

P-1	Asphalt Distributors	14yrs & 100,000 miles	10 yrs & 85,000 miles
P-2	Asphalt Pavers	10yrs & 7,500 hrs	15 yrs & 6,500 hrs
P-3	Chip Spreaders	14yrs & 7,500 hrs	14 yrs & 3,500 hrs
P-4	Road Brooms	14yrs & 7,500 hrs	14 yrs & 3,500 hrs
P-5	Truck Mounted Sweeper	14yrs & 100,000 miles	12 yrs & 60,000 miles
MOWING EQUIPMENT			
M-1	Mowing Tractors	10yrs & 5,500 hrs	12 year rotation
M-2	Boom Mowers	14yrs & 5,500 hrs	14 yrs & 3,000 hrs
M-3	Batwing mowers	10yrs	6 year rotation
	Riding Mowers	10 yrs	10 yrs
	Sand Rake- Toro for Parks	10yrs & 5000 hrs	10 yrs & 5000 hrs
TRAILERS			
	Gross load capacity of 4,500 lbs or greater	15yrs	15 yrs
MISCELLANEOUS POWER EQUIPMENT			
	Water Pumps, Welding Machines, Concrete Saws		
	Forklifts, ETC	15yrs	15 yrs

Commissioners Court - Regular Session**22.****Meeting Date:** 04/16/2024

Replat for the Drakes Crossing Lot 119-A 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 replat for the Drake's Crossing, Lot 119-A subdivision – Precinct 2.

Background

This subdivision consists of 3 lots and no new public roads on 7.89 acres. The purpose of this replat is to further subdivide the existing single lot into 3 newly configured lots.

Timeline

2024-01-03 – initial submittal of the replat application

2024-01-31 – 1st review complete with comments

2024-02-16 – 2nd submittal of replat

2024-03-01 – 2nd review complete with comments

2024-03-05 – 3rd submittal of replat

2024-03-18 – 3rd review complete with minor comments

2024-03-20 – 4th submittal of replat

2024-03-25 – 4th review complete with comments clear

2024-04-05 – receipt of replat with signatures

2024-04-11 – replat placed on the April 16, 2024 Commissioners Court agenda for consideration

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

replat - Lot 119-A Drakes Crossing

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Adam Boatright

Final Approval Date: 04/11/2024

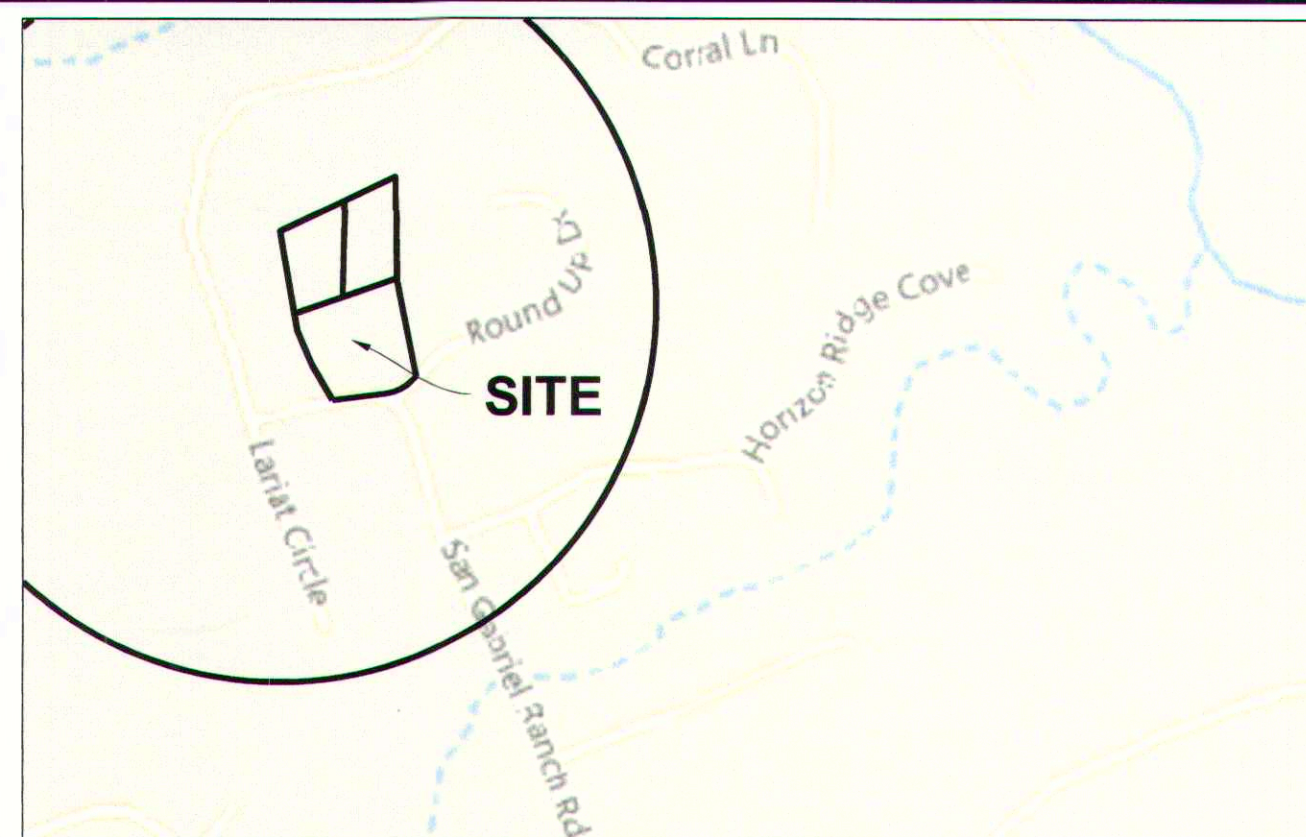
Reviewed By

Becky Pruitt

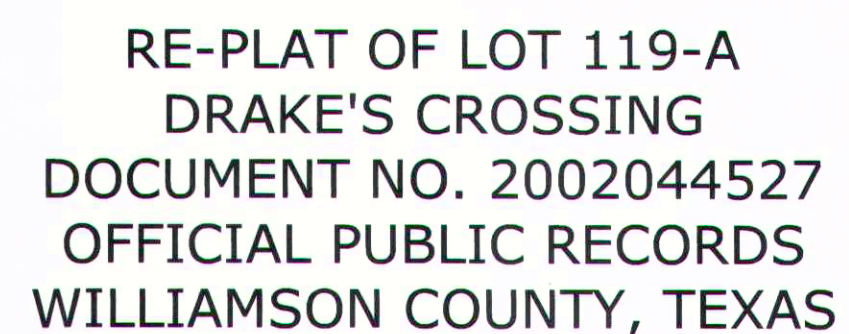
Date

04/11/2024 12:01 PM

Started On: 04/11/2024 11:45 AM



CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	119.35'	179.87'	38°01'08"	S62°20'13"W	117.17'



4100 INTERNATIONAL PLAZA, STE. 240
FORT WORTH, TX 76109
(817) 554-1805
www.landpoint.net
TBPELS REG. NO. 10194220

DATE: 2-29-2024

SHEET 1 OF 2

GENERAL NOTES

1. BEARING BASED ON TEXAS STATE PLANE COORDINATES, CENTRAL ZONE, 4202, NAD83-US SURVEY FEET, DERIVED FROM GPS OBSERVATIONS.
2. ALL 'CIRS' ARE 5/8-INCH IRON ROD WITH PLASTIC CAP STAMPED "LANDPOINT" UNLESS OTHERWISE NOTED.
3. WATER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY ~~SAN GABRIEL WATER SUPPLY~~. *Aqua Texas, Inc.*
4. SEWER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY ON-SITE SEWAGE FACILITY. *TM*
5. THIS ORIGINAL WORK IS PROTECTED UNDER COPYRIGHT LAWS, TITLE 17 UNITED STATES CODE SECTIONS 101 AND 102. ALL VIOLATORS WILL BE PROSECUTED TO THE FULLEST EXTENT OF THE LAW. THIS SURVEY IS BEING PROVIDED SOLELY FOR THE USE OF THE RECIPIENTS NAMED AND NO LICENSE HAS BEEN CREATED, EXPRESS OR IMPLIED, TO COPY THE SURVEY EXCEPT AS IS NECESSARY IN CONJUNCTION WITH THE ORIGINAL TRANSACTION, WHICH SHALL TAKE PLACE WITHIN THIRTY (30) DAYS FROM THE DATE ADJACENT TO THE SIGNATURE LINE HEREIN.
6. EXCEPT AS MAY BE MODIFIED OF HEREON, THIS REPLAT IS SUBJECT TO ALL APPLICABLE PLAT NOTES AND RESTRICTIONS AS SET FORTH IN THE ORIGINAL PLAT OF DRAKE'S CROSSING, AS RECORDED IN DOCUMENT 2002044527, IN THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY.
7. MAINTENANCE RESPONSIBILITY FOR DRAINAGE WILL NOT BE ACCEPTED BY THE COUNTY OTHER THAN THAT ACCEPTED IN CONNECTION WITH DRAINING OR PROTECTING THE ROAD MAINTENANCE RESPONSIBILITY FOR STORM WATER MANAGEMENT CONTROLS WILL REMAIN WITH THE OWNER.
8. MAXIMUM OF 20% IMPERVIOUS COVER PER LOT, OTHERWISE STORMWATER MANAGEMENT CONTROLS SHALL BE DESIGNED, CONSTRUCTED AND MAINTAINED BY OWNER. IF IMPERVIOUS COVER IS PROPOSED TO EXCEED MAXIMUM PERCENTAGE ALLOWED, CONTACT WILLIAMSON COUNTY FLOODPLAIN ADMINISTRATION TO REVIEW THE STORMWATER MANAGEMENT CONTROLS PROPOSED ON LOT.
9. DRIVEWAY MAINTENANCE WILL BE THE RESPONSIBILITY OF THE PROPERTY OWNER. IF OBSTRUCTIONS OCCUR WITHIN THE DRIVEWAY CULVERT, THE COUNTY RESERVES THE RIGHT TO CLEAR OBSTRUCTIONS THAT ARE CAUSING ADVERSE IMPACTS TO THE ROADWAY.
10. LOTS 2 AND 3 SHALL ONLY USE A SINGLE SHARED DRIVEWAY. NO MORE THAN THREE RESIDENCES TOTAL SHALL BE SERVED BY THE SINGLE SHARED DRIVEWAY.
11. NO LOT IN THIS SUBDIVISION IS ENCRONCHED BY A SPECIAL FLOOD HAZARD AREA(S) INUNDATED BY THE 100-YEAR (1% FLOOD AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 48491C0235F, EFFECTIVE DATE DECEMBER 20, 2019FOR WILLIAMSON COUNTY, TEXAS.
12. THE MINIMUM FFE SHALL BE AT LEAST ONE FOOT ABOVE THE ADJACENT FINISHED GRADE AND BFE. EXCEPTIONS CAN BE MADE AT ENTRANCE AND EGRESS POINTS, WHERE NECESSARY, TO MEET THE AMERICANS WITH DISABILITIES ACT (ADA). RECREATIONAL VEHICLE PARKING PADS MUST ALSO BE PLACED AT LEAST ONE FOOT ABOVE BFE.
13. ALL LONGITUDINAL DRAINAGE STRUCTURES SHALL BE DESIGNED TO CONVEY THE 10-YEAR (2021 WCSR B11.9.2) HOWEVER BRIDGES AND CROSS DRAINAGE STRUCTURES FOR ARTERIAL, COLLECTOR, AND LOCAL ROADS SHALL BE DESIGNED TO CONVEY THE 25-YEAR STORM WITHOUT OVERTOPPING THE FACILITY. (2021 WCSR B11.9.1)
14. ALL DRAINAGE STRUCTURES AND APPURTENANCES SHALL BE DESIGNED BY A REGISTERED PROFESSIONAL ENGINEER. A PROFILE SHALL BE SHOWN IN THE CONSTRUCTION PLANS FOR ALL DRAINAGE STRUCTURES. EACH PROFILE SHALL SHOW THE DESIGN FLOW, VELOCITY, INVERT ELEVATIONS, AND THE HYDRAULIC GRADE LINE. (2021 WCSR B11.10)
15. THIS DEVELOPMENT IS CONSIDERED EXEMPT FROM ON-SITE STORMWATER DETENTION CONTROLS BASED ON WILLIAMSON SUBDIVISION REGULATION B11.1.3, WHICH STATES THAT A PROPOSED DEVELOPMENT MAY BE CONSIDERED EXEMPT FROM PROVIDING ON-SITE STORMWATER DETENTION IF ALL LOTS OF 2 ACRES OR MORE AND LESS THAN 20% OF IMPERVIOUS COVER PER LOT.
16. 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.
17. IMPROVEMENTS WITHIN THE COUNTY ROAD RIGHT-OF-WAY INCLUDING, BUT NOT LIMITED TO, LANDSCAPING, IRRIGATION LIGHTING, CUSTOM SIGNS, IS PROHIBITED WITHOUT FIRST OBTAINING AN EXCUTED LICENSE AGREEMENT WITH WILLIAMSON COUNTY.
18. IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL AND LOCAL LAWS AND REGULATIONS RELATING TO THE PLATTING AND DEVELOPMENT OF THIS PROPERTY.
19. THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOODPLAIN DATA, IN PARTICULAR, WILL CHANGE OVER TIME AND THE CURRENT EFFECTIVE FLOODPLAIN DATA TAKES PRECEDENCE OVER FLOODPLAIN DATA REPRESENTED ON THIS PLAT. IT IS FURTHER UNDERSTOOD THAT THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT MUST INSTALL AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED BEFORE THE STREETS IN THE SUBDIVISION HAVE BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.
20. RURAL MAILBOXES SHALL BE SET THREE FEET FROM THE EDGE OF THE PAVEMENT OR BEHIND CURBS, WHEN USED. ALL MAILBOXES WITHIN COUNTY ARTERIAL RIGHT-OF-WAY SHALL MEET THE CURRENT TXDOT STANDARDS. ANY MAILBOX THAT DOES NOT MEET THIS REQUIREMENT MAY BE REMOVED BY WILLIAMSON COUNTY.
21. THIS SUBDIVISION IS SUBJECT TO STORM-WATER MANAGEMENT CONTROLS AS REQUIRED BY WILLIAMSON COUNTY SUBDIVISION REGULATIONS SECTION B11.1 AND THE FLOOD DAMAGE PREVENTION ORDER, ON NEW DEVELOPMENT THAT WOULD EVOKE SUCH CONTROLS BEYOND EXISTING CONDITIONS.
22. THIS TRACT IS NOT LOCATED WITHIN THE EDWARDS AQUIFER RECHARGE ZONE.

DESCRIPTION:

A 7.884 ACRE TRACT OF LAND SITUATED IN THE JAMES LEONARD SURVEY, ABSTRACT NUMBER 383, WILLIAMSON COUNTY, TEXAS, SAID LAND BEING FORMERLY KNOWN AS LOT 119-A, DRAKE'S CROSSING, A SUBDIVISION OF RECORD IN CABINET W, SLIDES 58, 59 AND 60 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON ROD FOUND ON THE NORTH SIDE OF SAN GABRIEL RANCH ROAD (ASPHALT) AT THE SOUTHWEST CORNER OF SAID LOT 118-B, AND THE SOUTHEAST CORNER OF LOT 118-A, DRAKE'S CROSSING, AND FOR THE SOUTHWEST CORNER OF THIS TRACT;

THENCE, N 30°14'37" W, ALONG THE EAST LINE OF SAID LOT118-B AND THE WEST LINE OF THIS TRACT, A DISTANCE OF 166.81 FEET TO AN IRON ROD FOUND FOR THE NORTHEAST CORNER OF SAID LOT 118-B, THE SOUTHEAST CORNER OF LOT 118-A, AND AN INTERIOR CORNER OF THIS TRACT;

THENCE, N 23°21'54" W, ALONG THE EAST LINE OF LOT 118-A AND THE WEST LINE OF THIS TRACT, A DISTANCE OF 151.30 FEET TO AN IRON ROD FOUND FOR THE NORTHEAST CORNER OF LOT 118-A, THE SOUTHEAST CORNER OF LOT 117, SAN GABRIEL RIVER RANCH, A SUBDIVISION OF RECORD IN CABINET B, SLIDE 94, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, AND AN INTERIOR CORNER OF THIS TRACT;

THENCE, N 09°54'41" W, ALONG THE EAST LINE OF SAID LOT 117 AND THE WEST LINE OF THIS TRACT, A DISTANCE OF 236.67 FEET TO AN IRON ROD FOUND FOR THE NORTHEAST CORNER OF SAID LOT 117, THE SOUTHEAST CORNER OF LOT 116, SAID SAN GABRIEL RIVER RANCH, AND AN INTERIOR CORNER OF THIS TRACT;

THENCE, N 09°46'06" W, ALONG THE EAST LINE OF SAID LOT 116 AND THE WEST LINE OF THIS TRACT, A DISTANCE OF 175.52 FEET TO AN IRON ROD FOUND FOR THE NORTHEAST CORNER OF SAID LOT 116, THE SOUTHEAST OF LOT 115, THE SOUTHWEST CORNER OF LOT 113, BOTH OF SAID SAN GABRIEL RANCH, AND THE NORTHEAST CORNER OF THIS TRACT;

THENCE, N 64°34'23" E, ALONG THE SOUTH LINE OF SAID LOT 113, AND THE NORTH LINE OF THIS TRACT, A DISTANCE OF 294.39 FEET, TO AN IRON ROD FOUND FOR THE SOUTHEAST CORNER OF SAID LOT 113, THE SOUTHWEST CORNER OF LOT 112, SAN GABRIEL RIVER RANCH, AND AN INTERIOR CORNER OF THIS TRACT;

THENCE, N 64°27'42" E, ALONG THE SOUTH LINE OF SAID LOT 112, AND THE NORTH LINE OF THIS TRACT, A DISTANCE OF 229.57 FEET, TO AN IRON ROD FOUND FOR THE NORTHWEST CORNER OF LOT 119-S, DRAKE'S CROSSING, AND THE NORTHEAST CORNER OF THIS TRACT;

THENCE, S 00°47'09" E, ALONG THE WEST LINE OF LOTS 119-S AND 119-T, DRAKE'S CROSSING, AND THE EAST LINE OF THIS TRACT, A DISTANCE OF 431.65 FEET, TO AN IRON ROD FOUND FOR THE SOUTHWEST CORNER OF SAID LOT 119-U, THE NORTHWEST CORNER OF LOT 119-AA, DRAKE'S CROSSING, AND AN INTERIOR CORNER OF THIS TRACT;

THENCE, S 11°27'43" E, ALONG THE WEST LINE OF SAID LOT 119-AA AND THE EAST LINE OF THIS TRACT, A DISTANCE OF 392.73 FEET, TO AN IRON FOUND FOR THE SOUTHWEST CORNER OF SAID LOT 119-AA ON THE NORTH LINE OF ROUND UP DRIVE (50' RIGHT-OF-WAY), AND THE SOUTHEAST CORNER OF THIS TRACT;

THENCE, S 46°07'26" W, ALONG THE NORTH LINE OF ROUND UP DRIVE AND THE SOUTH LINE OF THIS TRACT, A DISTANCE OF 23.14 FEET TO AN IRON ROD FOUND FOR ON THE PC OF A CURVE TO THE LEFT HAVING A RADIUS OF 179.87 FEET;

THENCE, ALONG THE NORTH LINE OF SAID ROAD, THE SOUTH LINE OF THIS TRACT, ALONG SAID CURVE HAVING A RADIUS OF 179.87 FEET, A LENGTH OF 119.35 FEET, A DELTA ANGLE OF 38°01'08", FOR A CHORD BEARING AND DISTANCE OF S 62°20'13" W, A DISTANCE OF 117.17 FEET, TO AN IRON ROD FOUND FOR AN INTERIOR CORNER OF THIS TRACT;

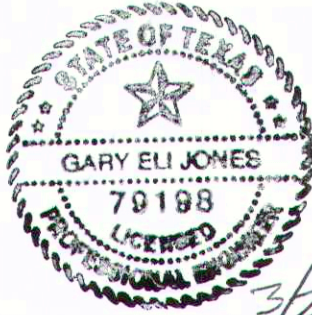
THENCE, S 82°55'39" W, ALONG THE NORTH LINE OF SAID ROAD AND THE SOUTH LINE OF THIS TRACT, A DISTANCE OF 223.68 FEET TO THE POINT OF BEGINNING, CONTAINING 7.884 ACRES.

STATE OF TEXAS
COUNTY OF WILLIAMSON

A DIP STYLE DRIVEWAY WILL BE REQUIRED AS PER WILLIAMSON COUNTY REGULATIONS AND AS PER MY DESIGN.

WITNESS MY HAND AND OFFICIAL SEAL THIS 27 DAY OF MARCH, 2024

GARY JONES
P.E. 79198



STATE OF TEXAS
COUNTY OF WILLIAMSON

KNOWN BY ALL MEN BY THESE PRESENTS: I TOM MCGRATH, OWNER OF THE CERTAIN TRACT OF LAND BEING LOT 119-A DRAKES CROSSING AS SHOWN ON INSTRUMENT RECORDED IN DOCUMENT NO. 2002044527 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND HEREBY STATE THAT THERE ARE NO LIEN HOLDERS OF THAT CERTAIN TRACT OF LAND AND DO HEREBY AMEND SAID TRACT AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY FOREVER DEDICATE TO THE PUBLIC, THE ROADS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS, AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE, AND DO HEREBY STATE THAT ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE FROM LIENS. THIS SUBDIVISION IS TO BE KNOWN AS "REPLAT LOT 119-A DRAKES CROSSING"

BY:
TOM MCGRATH
705 SAN GABRIEL RANCH RD
tom@libertyhillgc.com
512-257-3500

DATE
3/27/24

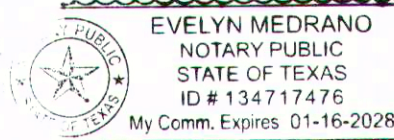
STATE OF TEXAS
COUNTY OF WILLIAMSON

BEFORE ME THE UNDERSIGNED NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED TOM MCGRATH, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THAT HE EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED AND THAT THE SAME WAS FOR THE ACT OF SAID CORPORATION.

IN WITNESS WHEREOF, TOM MCGRATH, PRESIDENT, AFORESAID, HAS CAUSED THE PRESENTS TO BE SIGNED ON

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 3rd DAY OF MARCH, 2024

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS



STATE OF TEXAS
COUNTY OF WILLIAMSON

I, TED ALLEN GOSSETT, DO HERBY CERTIFY THAT THE INFORMATION CONTAINED ON THIS PLAT COMPLIES WITH THE SUBDIVISION REGULATIONS ADOPTED BY WILLIAMSON COUNTY, TEXAS AND THAT THIS TRACT IS NOT LOCATED WITHIN THE EDWARDS AQUIFER RECHARGE ZONE.

TED ALLEN GOSSETT, R.P.L.S. NO. 5991



ON-SITE SEWAGE FACILITY APPROVAL

BASED UPON THE ABOVE REPRESENTATIONS OF THE ENGINEER OR SURVEYOR WHOSE SEAL IS AFFIXED HERETO, AND AFTER A REVIEW OF THE SURVEY AS REPRESENTED BY THE SAID ENGINEER OR SURVEYOR, I FIND THAT THIS PLAT COMPLIES WITH THE REQUIREMENTS OF EDWARDS AQUIFER REGULATIONS FOR WILLIAMSON COUNTY AND WILLIAMSON COUNTY ON-SITE SEWAGE FACILITY REGULATIONS. THIS CERTIFICATION IS MADE SOLELY UPON SUCH REPRESENTATIONS AND SHOULD NOT BE RELIED UPON FOR VERIFICATIONS OF THE FACTS ALLEGED. THE WILLIAMSON COUNTY ENGINEER'S OFFICE AND WILLIAMSON COUNTY DISCLAIMS ANY RESPONSIBILITY TO ANY MEMBER OF THE PUBLIC FOR INDEPENDENT VERIFICATION OF THE REPRESENTATIONS, FACTUAL OR OTHERWISE, CONTAINED IN THIS PLAT AND THE DOCUMENTS ASSOCIATED WITH IT.

ADAM BOATRIGHT, P.E.
WILLIAMSON COUNTY ENGINEER

DATE
04/11/2024

ROAD NAME AND 911 ADDRESSING APPROVAL

ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS THE 5 DAY OF April, 2024 A.D.

WILLIAMSON COUNTY ADDRESSING COORDINATOR
Cindy Bridges

STATE OF TEXAS
COUNTY OF WILLIAMSON

I BILL GRAVELL, JR, COUNTY JUDGE OF WILLIAMSON COUNTY, TEXAS, DO HEREBY CERTIFY THAT THIS MAP OR PLAT, WITH FIELDNOTES HEREON, FOR A SUBDIVISION HAVING BEEN FULLY PRESENTED TO THE COMMISSIONER'S 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, COUNTY JUDGE WILLIAMSON

DATE

STATE OF TEXAS
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 _____ 2024 A.D. AT _____ O'CLOCK _____M AND DULY RECORDED THIS THE _____ DAY OF _____ 2024 AD. 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.

BY: _____
DEPUTY

RE-PLAT OF LOT 119-A
DRAKE'S CROSSING
DOCUMENT NO. 2002044527
OFFICIAL PUBLIC RECORDS
WILLIAMSON COUNTY, TEXAS

LANDPOINT

4100 INTERNATIONAL PLAZA, STE. 240
FORT WORTH, TX 76109
(817) 554-1805
www.landpoint.net
TBPELS REG. NO. 10194220

DATE: 2-29-2024

SHEET 2 OF 2

Commissioners Court - Regular Session**23.****Meeting Date:** 04/16/2024

Remote Automated Weather Stations (RAWS) Project Update

Submitted By: Shantelle Brannon, Emergency Management**Department:** Emergency Management**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on recognizing key staff from Emergency Management, Emergency Services, Parks, Wireless and TDEM.

Background

Remote Automated Weather Stations (RAWS) are self-contained, portable and permanent, solar-powered weather stations. There are nearly 2,200 interagency RAWS strategically located throughout the United States. Williamson County has 3 RAWS - 1 in Southwest Regional Park, River Ranch Park and Hidden Springs. The data collected from these stations is used in numerous applications, including fire weather, climatology, resource management, and flood warning. County Emergency Management would like to recognize key staff members for their assistance in building and securing the RAWS in the county parks.

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: Shantelle Brannon

Final Approval Date: 04/10/2024

Reviewed By

Becky Pruitt

Date

04/10/2024 09:05 AM

Started On: 04/09/2024 03:18 PM

Commissioners Court - Regular Session**24.****Meeting Date:** 04/16/2024

Proclamation - National Telecommunicators Week

Submitted By: Hilary Martin, 911 Communications**Department:** 911 Communications**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on declaring the week of April 14-20, 2024 as National Public Safety Telecommunicators Week.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

2024 National Telecommunicators Week

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Hilary Martin

Final Approval Date: 04/10/2024

Reviewed By

Becky Pruitt

Date

04/10/2024 09:03 AM

Started On: 04/09/2024 11:20 AM

State of Texas
County of Williamson
Know all men by these presents:

THAT ON THIS, the 16th day of April 2024, the Commissioners Court of Williamson County, Texas, met in duly called session at the Courthouse in Georgetown, with the following members present;

Bill Gravell, Jr., County Judge
Terry Cook, Commissioner, Precinct One
Cynthia Long, Commissioner, Precinct Two
Valerie Covey, Commissioner, Precinct Three
Russ Boles, Commissioner, Precinct Four

And at said meeting, among other business, the Court considered the following

RESOLUTION

WHEREAS: Williamson County serves as the County Government for the people of Williamson County. Its emergency communications system serves 14 law enforcement agencies, Williamson County Emergency Medical Services, Georgetown Medical Assist Team, and 12 fire departments.

WHEREAS: Williamson County is committed to providing the highest quality emergency communications system and services to the citizens of the region; and

WHEREAS: Williamson County recognizes the professional and unending services of the nearly 60 telecommunicators who answer 9-1-1 calls on a daily basis; and

WHEREAS: The 9-1-1 telecommunicators are the link between people calling for help in an emergency situation and the emergency response agencies who arrive on the scene; and

WHEREAS: The 9-1-1 telecommunicators are the true first responders and backbone of the 9-1-1 system; and

WHEREAS: Williamson County telecommunicators all undergo a rigorous 8-week academy and months of on the job training to best serve the citizens of Williamson County; and

WHEREAS: The Governor of the State of Texas has historically acknowledged the second full week of April as National Telecommunicator Week.

NOW THEREFORE BE IT RESOLVED: That on behalf of the telecommunicators in Williamson County, the Commissioners Court of Williamson County does hereby declare the week of April 14-20, 2024, as National Public Safety Telecommunicators Week.

RESOLVED THIS 16th DAY OF APRIL, 2024

Attest: _____
Nancy E. Rister
Williamson County Clerk

Bill Gravell, Jr.
Williamson County Judge

Commissioners Court - Regular Session**25.****Meeting Date:** 04/16/2024

County Attorney's Office recognized as Victim Friendly Agency

Submitted For: D. Hobbs**Submitted By:** Stephanie Lloyd, County Attorney**Department:** County Attorney**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on recognizing the Williamson County Attorney's Office for receiving the Texas Victim Friendly Initiative (Gold) Award from the Texas Victim Services Association.

Background

The County Attorney's Office is one of only three prosecutor offices in Texas that have completed the initiative, the other two are District Attorney offices. Only five prosecutor offices have even attempted the process, only 3 have successfully completed the rigorous 12-month certification process. Other agencies who can be considered are Law Enforcement and Community Placement Shelters.

Organizations that complete the 12-month program are eligible to be designated as a Victim Friendly Agency. The goal of the Texas Victim Friendly Initiative (TVFI) is to support law enforcement departments, prosecutors' offices and advocacy organizations to become more trauma-informed.

The TVFI program is highly focused and targeted to address missed opportunities to provide trauma informed care and improve case outcomes. Not only is that good for victims, but when victim's needs are recognized and respected, they are more likely to seek and participate in services, including the criminal justice system.

What is trauma-informed care? Trauma-informed care or trauma-informed services are services designed specifically to avoid retraumatizing those who come seeking assistance as well as those who provide services. Services prioritize "safety first" and commit themselves to "do no harm". Services provided in a trauma-informed manner are 'victim friendly.'

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: Stephanie Lloyd

Final Approval Date: 04/02/2024

Reviewed By

Becky Pruitt

Date

04/02/2024 11:52 AM

Started On: 04/02/2024 10:49 AM

Commissioners Court - Regular Session**26.****Meeting Date:** 04/16/2024

Proclamation - National Crime Victims' Rights Week

Submitted For: D. Hobbs**Submitted By:** Stephanie Lloyd, County Attorney**Department:** County Attorney**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider, and take appropriate action on a Proclamation recognizing April 21-27, 2024 as Crime Victims' Rights Week.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Proclamation

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Stephanie Lloyd

Final Approval Date: 04/02/2024

Reviewed By

Becky Pruitt

Date

04/02/2024 11:54 AM

Started On: 04/02/2024 11:44 AM

NATIONAL CRIME VICTIMS' RIGHTS WEEK

WHEREAS surviving a crime can have myriad lasting effects on victims, including physical, psychological, social, and financial issues;

WHEREAS we know that countless survivors never tell anyone about what happened to them;

WHEREAS each of us has a moral responsibility to actively participate in the healing of others;

WHEREAS it is necessary to create safe environments for survivors of crime, providing not only support but also access to critical services and, above all, hope;

WHEREAS victim service providers, community members, businesses, places of worship, colleagues, neighbors, and family members are capable of providing victim-centered, trauma-informed, and culturally responsive support;

WHEREAS we must listen to survivors and be willing to create new options for support to ensure that all victims of crime can receive help and seek justice;

WHEREAS we must do everything we can to show survivors that hope — the belief that the future will be better — is not just tangible but within their reach;

WHEREAS National Crime Victims' Rights Week encourages all people to ask themselves the question, "How would you help a victim of crime?"

WHEREAS Williamson County is hereby dedicated to raising awareness of options, services, and hope for crime survivors.

NOW, THEREFORE, the WILLIAMSON COUNTY COMMISSIONERS COURT does hereby proclaim the week of April 21–27, 2024, as

CRIME VICTIMS' RIGHTS WEEK

And reaffirm the commitment of WILLIAMSON COUNTY, TEXAS to a victim service and criminal justice response that assists all victims of crime during Crime Victims' Rights Week and throughout the year; and expressing our sincere gratitude and appreciation for those community members, victim service providers, and criminal justice professionals who are committed to improving our response to all victims of crime so that they may find relevant assistance, support, justice, and peace.

THIS THE 16TH DAY OF APRIL, 2024

JUDGE BILL GRAVELL

HOW WOULD YOU HELP? OPTIONS, SERVICES AND HOPE FOR CRIME SURVIVORS

Commissioners Court - Regular Session**27.****Meeting Date:** 04/16/2024

Proclamation-ACO Appreciation Week for Sheriff's Office

Submitted For: Mike Gleason**Submitted By:** Starla Hall, Sheriff**Department:** Sheriff**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on a Proclamation recognizing April 14-20, 2024 as National Animal Control Officer Appreciation Week.

Background

This week of appreciation is designed to give recognition to the hard working men and women of Animal Care and Control who risk their lives and devote huge amounts of personal time and resources, while they serve the public like other public safety and law enforcement agencies empowered with the same duties. It's a week when communities are encouraged to learn about what the job of Animal Control Officer really entails. Animal Control Officers risk their lives to protect the welfare of helpless animals and pets that are rescued from injury, disease, abuse and starvation. Animal Control Officers also provide the essential community functions of enforcing Animal Control laws, protecting the public from diseases such as rabies and educating the public on the proper care of the community's pets.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

ACO Proclamation

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Starla Hall

Final Approval Date: 03/06/2024

Reviewed By

Becky Pruitt

Date

03/06/2024 12:21 PM

Started On: 03/04/2024 02:03 PM

**To recognize National Animal Control Officer Appreciation Week
April 14-20, 2024**

WHEREAS, the National Animal Care & Control Association has designated the second week of April each year as National Animal Care and Control Appreciation Week; and

WHEREAS, Animal Control Officers dedicate their careers to protecting the welfare of helpless animals that have been rescued from injury, disease, abuse and starvation; and

WHEREAS, everyday Animal Control Officers provide the essential community functions of enforcing animal control laws, protecting the public from diseases such as rabies, educating the public on the proper care of our community's pets; seek justice in cases of abused, neglected and abandoned animals by conducting humane investigations and protect the welfare of helpless animals and pets from injury, disease and starvation; and

WHEREAS, various federal, state, and local government officials throughout the country take this time to recognize, thank and commend all Animal Control Officers for the dedicated services they provide to the citizens, public safety and public service agencies across the nation; and

WHEREAS, Williamson County recognizes and commends the Animal Control Officers for the many dedicated and long hours of service they perform in providing the highest and most efficient level of customer service to the citizens of our County, and

NOW THEREFORE, BE IT PROCLAIMED that the Commissioners Court of Williamson County, State of Texas, hereby proclaims April 14-20, 2024 as National Animal Control Officer Appreciation Week in Williamson County, Texas and encourages all citizens, public safety and public service agencies to join us in expressing sincere thanks and appreciation for the many long hours of outstanding service and dedication our Animal Control Officers provide throughout the year to assure the safety and welfare of animals and people.

Dated this 16th day of April 2024

Judge Bill Gravell

Commissioners Court - Regular Session**28.****Meeting Date:** 04/16/2024

Wayne Rhoden Day Proclamation

Submitted For: Terry Cook**Submitted By:** Garry Brown, Commissioner Pct. #1**Department:** Commissioner Pct. #1**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider, and take appropriate action in honoring the life of Wayne Rhoden, volunteer extraordinaire, with a proclamation declaring April 16, 2024 as Wayne Rhoden Day in Williamson County.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Wayne Rhoden Day Proclamation

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Garry Brown

Final Approval Date: 04/10/2024

Reviewed By

Becky Pruitt

Date

04/10/2024 09:05 AM

Started On: 04/09/2024 01:53 PM



WHEREAS, volunteerism is a form of helping in which people actively seek out opportunities to assist others in need, make considerable and continuing commitments to provide assistance, and sustain these commitments over extended periods of time, often at considerable personal cost and from a strong sense of passion; and

WHEREAS, Wayne Rhoden, a Master Gardener and Master Naturalist, embodied this spirit by sharing his enthusiasm for gardening and nature with hundreds of people of all ages; and

WHEREAS, his impact has been felt not only in Fort Bend County, where he got his start, and in Williamson County, where he continued his work especially through his 13-year commitment to Berry Springs Park and Preserve, but all across the State of Texas; and

WHEREAS, Wayne Rhoden's thoughtful guidance was shown in his leading the Fort Bend County and Williamson County Master Gardener Associations, the Texas Master Gardener Association, and the Good Water Master Naturalist Chapter; and

WHEREAS, Wayne's service has been recognized with numerous awards and accolades, and the latest being the Governor's Lifetime Achievement Award given posthumously in conjunction with the OneStar Foundation; and

WHEREAS, it has been said, "Service to others is the rent you pay for your room here on earth," so let it be said that his rent payment funded so many others;

NOW THEREFORE BE IT RESOLVED, that the Williamson County Commissioners Court hereby proclaims April 16, 2024, as Wayne Rhoden Day in Williamson County, in recognition of his ability to engage people from all walks of life and his broader community influence. We express our thanks to Wayne for his work and to his family who shared him with us.

Passed by Commissioners Court and Signed on this date: _____

Bill Gravell, County Judge

On behalf of the Williamson County Commissioners Court Members

Commissioners Court - Regular Session**29.****Meeting Date:** 04/16/2024

National Donate Life Month 2024

Submitted For: Terry Cook**Submitted By:** Garry Brown, Commissioner Pct. #1**Department:** Commissioner Pct. #1**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider, and take appropriate action on a proclamation declaring National Donate Life Month in Williamson County.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

National Donate Life Month Proclamation

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Garry Brown

Final Approval Date: 04/10/2024

Reviewed By

Becky Pruitt

Date

04/10/2024 09:04 AM

Started On: 04/09/2024 01:49 PM



WHEREAS, National Donate Life Month (NDLM) is observed each April; and

WHEREAS, while NDLM is a time to bring attention to organ donation, it also highlights the life-changing benefits of eye and tissue donation. It is a time to spotlight the donors who give the gift of life, recipients whose lives have been saved and enhanced, and those who died waiting to receive their gift; and

WHEREAS, The Donate Life Texas Registry (www.donatelifetexas.org) is the official registry for organ, eye, and tissue donation in the State of Texas. Just one person who registers their intent to donate their organs, corneas, and tissue might save up to 8 lives through organ donation and save or heal 75 or more through tissue and corneal (eye) donation; and

WHEREAS, as of April 10, 2024, there were 103,223 people on the National Transplant Waiting List and 10,206 of them are our fellow Texans; and

WHEREAS, Over 15 million Texans have registered as organ, eye, and tissue donors, on the Donate Life Texas Registry. Using 2020 U.S. Census data, an astonishing 92% of eligible Williamson County residents are registered donors; and

WHEREAS, almost every part of your body can be donated to save and heal. This includes the heart, lungs, liver, kidney, pancreas, and small intestine for organ donation. Tissue grafts including bone, skin, veins, ligaments and tendons, nerves, and heart valves (pediatric and adult), may also be donated, along with corneas;

NOW THEREFORE BE IT RESOLVED, that the Williamson County Commissioners Court hereby proclaims April 2024 as:

“NATIONAL DONATE LIFE MONTH IN WILLIAMSON COUNTY”

And encourage its residents of all ages to register as organ, eye, and tissue donors.

Passed by Commissioners Court and Signed on this date: _____

Bill Gravell, County Judge

On behalf of the Williamson County Commissioners Court Members

Commissioners Court - Regular Session

30.

Meeting Date: 04/16/2024

CDBG Substantial Amendment FY20 and FY16

Submitted By: Sally Bardwell, HUD Grants

Department: HUD Grants

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action to amend the 2016 and 2020 Community Development Block Grant Annual Action Plans.

Background

Proposed changes are outlined below:

Original Allocations and Project Descriptions FY2020:

Granger Housing Authority/Install Central Air CV Funds: \$157,000

Tieback: Rehabilitation of buildings and improvements (including interim assistance). Rehabilitate a commercial building or public facility such as a school building to improve indoor air quality and ventilation to improve public health and prevent spread of coronavirus by replacing the HVAC and other building systems or to add operable windows and other improvements that could ensure the building's continued usefulness during an outbreak.

Habitat for Humanity/Land Acquisition to build affordable housing CV Funds: \$636,000

Tieback: Acquisition of property for housing. Respond to residential over-crowding associated with coronavirus spread and with more severe coronavirus disease and poorer post-COVID health outcomes by acquiring property for new construction of affordable housing funded from another source.

Program Administration CV Funds: \$50,010

Updated Allocations and Project Descriptions:

Granger Housing Authority/Install Central Air CV Funds: \$143,834.78 amount utilized

(Project Complete, reallocating remaining funds)

Tieback: Rehabilitation of buildings and improvements (including interim assistance). Rehabilitate a commercial building or public facility such as a school building to improve indoor air quality and ventilation to improve public health and prevent spread of coronavirus by replacing the HVAC and other building systems or to add operable windows and other improvements that could ensure the building's continued usefulness during an outbreak.

Habitat for Humanity/Land Acquisition to build affordable housing CV Funds: \$352,795.26 amount utilized

(Amendment requested by Habitat due to land costs)

Tieback: Acquisition of property for housing. Respond to residential over-crowding associated with coronavirus spread and with more severe coronavirus disease and poorer post-COVID health outcomes by acquiring property for new construction of affordable housing funded from another source.

Program Administration CV Funds: \$12,368.41 amount utilized

Habitat for Humanity/Infrastructure for affordable housing CV Funds: \$334,011.55 combined amount of unutilized funds from projects described above

(Request made by Habitat to reallocate funds to assist with infrastructure improvements to three affordable housing projects)

Acquisition, construction, reconstruction or installation of public works, facilities and site or other improvements. Construct a public improvement, such as extending broadband infrastructure in an underserved area or reconstructing degraded water lines, to support tele-school and telemedicine and to ensure potable water to homes, schools, and health providers.

Original Allocation and Project Description FY2016:

Taylor Housing Authority Home Ownership Program

Program will provide pre and post purchase counseling and homebuyer assistance to income qualified individuals and families.

Funding for FY16: \$100,000

Funding Utilized: \$75,000 assisting 3 low-income households

Updated Allocation and Project Description:

Taylor Housing Authority/Rental Assistance

Provide rental assistance to low income households.

Funding for FY16: \$25,000

Annual Goals: Public Services/Housing Assistance

Target Areas: Income Qualified Households

Priority Needs Addressed: Non-Homeless Special Needs

Goal Outcome Indicator: 5 Low-Mod Households

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: Sally Bardwell

Final Approval Date: 04/11/2024

Reviewed By

Becky Pruitt

Date

04/11/2024 11:45 AM

Started On: 04/11/2024 09:57 AM

Commissioners Court - Regular Session**31.****Meeting Date:** 04/16/2024

funding for new positions

Submitted For: Rebecca Clemons**Submitted By:** Rebecca Clemons, Human Resources**Department:** Human Resources**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on funding new positions at 15% over the minimum for the Fiscal Year 2025 budget process.

Background

Current practice is to budget new civilian positions at 8% over the minimum of the grade. There has been some discussion and several requests over the past few years to increase this amount.

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: Rebecca Clemons

Final Approval Date: 04/10/2024

Reviewed By

Becky Pruitt

Date

04/10/2024 01:06 PM

Started On: 04/10/2024 11:56 AM

Commissioners Court - Regular Session**32.****Meeting Date:** 04/16/2024

EPM - mid year

Submitted For: Rebecca Clemons**Submitted By:** Rebecca Clemons, Human Resources**Department:** Human Resources**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on mid year changes to the FY2024 Employee Policy Manual.

Background

We have several legal updates and went ahead and added in items currently being reviewed for Court consideration. Please see attachments.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

overview

draft

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Rebecca Clemons

Final Approval Date: 04/10/2024

Reviewed By

Becky Pruitt

Date

04/10/2024 01:18 PM

Started On: 04/10/2024 11:59 AM

Williamson County Human Resources
Proposed FY2024 Policy Manual Updates

Page	Description of Proposed Update
3	Overtime: addition of verbiage regarding consequence for abuse of unapproved overtime.
3	Overtime: update for clarification of leave accrual adjustment.
6	Separation of Employment: update of two-week written notice from required to encouraged.
8 - 11	Leave Chart: minor verbiage update regarding leave accruals in recurring header.
8	Sick Leave: addition of mental health appointments as authorized use of sick accruals for clarification.
8	Holiday Leave: addition to clarify that holiday hours may not be applied before the date earned.
8	Holiday Leave: addition to contact HR for information on application of holiday hours within FMLA.
9	Banked Holiday Leave row moved below Holiday Leave row.
9	Banked Holiday/Rate of Accrual: addition of verbiage of up to 8 hours accrual per occurrence.
9	Banked Holiday/Policy: addition of verbiage regarding the banking of holiday hours.
9	Additional Bereavement Leave: addition of eligibility for sibling and employee standing in loco parentis.
9	Additional Bereavement Leave: addition of online request form submission information.
12	Basic FMLA: update certification period to 15 days to align with DOL FMLA regulation.
12	Basic FMLA: update intermittent leave timekeeping reporting requirements.
12	Basic FMLA: Addition of affidavit requirement for employees standing "in loco parentis"
18	Benefits: addition of direction to benefits portal.
23	Expenditure Guidelines/Personal Purchases: deletion of messages to prevent policy conflict with wellness reimbursement program.
25	Employee Recognition: proposed increase of maximum expenditure by years of service.
31	Compensation: Update to salary & position change effective date guidelines.
31	Merit: Guidance for leadership to contact HR for approval request regarding eligibility date.
32	Career Ladder Advancement: addition of documentation requirement at time of request submission.
32	Promotion: Additional exceptions regarding pay increases within first year following promotion.
32	Lateral Moves: updates regarding same-graded positions; moves to a vacant PCN.
37	Non-Discrimination: addition of PUMP Act.
39	Anti-harassment: Minor verbiage update for clarification regarding all types of harassment.
40-42	Change section title from Personal Conduct to Professional Conduct to align Policy Manual and stand-alone policy/ies.
40-41	Legal review and update of Tobacco, Drug, and Alcohol Policies
42	Personal Conduct/Solicitation: update of policy document title.
42	Personal Conduct: Addition of Intimate and Personal Relationships reference and link to stand-alone policy.
47	Social Media: update regarding compliance requirement.

Williamson County

Employee Policy Manual

Effective TBD

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Policy Manual Disclaimer

This employee policy manual constitutes the general personnel policies for all Williamson County employees. It does not constitute a contract or provide a guarantee of employment. Policies may be altered, deleted, or amended at any time by action of the Commissioners Court. If any provision or part of a provision of these policies is held invalid, unlawful, or unenforceable, it will not affect the validity of the remaining provisions or parts of provisions, which will remain in effect. In cases where federal or state laws or regulations supersede local guidelines, such laws or regulations will substitute for these personnel guidelines only insofar as necessary for compliance. Specific departments may have additional policies unique to their operations.

Elected official's rights and responsibilities as defined by Texas law supersede these policies where conflicts may occur. Elected officials are encouraged to follow all policies contained herein in order to provide uniform application across the County and to protect the County against potential employment related issues.

About Williamson County Government

Williamson County's government organization is established by the Constitution of the State of Texas and by state statutes. Its operations are governed by state and federal law and by actions of the Commissioners Court.

Commissioners Court

The Commissioners Court consists of four County Commissioners; each elected by the voters of a Commissioners precinct, and a County Judge, elected by all of the voters of the County. Officials are elected for a four-year term. The Commissioners Court is the chief policy, administrative, and executive branch of County government.

County Operations

County operations are conducted through departments and offices; each administered by an elected public official or an appointed department head.

Employment

At Will Employment

Employment with Williamson County is on an at-will basis:

- An employee may resign at any time, with or without notice.
- Williamson County may terminate the employment relationship at any time, with or without cause or notice.
- Williamson County may change the terms and conditions of employment at any time, with or without notice.

Equal Employment Opportunity & ADA Compliance

Williamson County is committed to providing a workplace free of discrimination. All employment decisions (hiring, compensation, promotions, terminations, etc.) are made without regard to any covered or protected class as defined by law and applicable statements of the law by the Equal Employment Opportunity Commission (EEOC) or disability as defined by the Americans with Disabilities Act and applicable state laws, including those enforced by the Texas Workforce Commission. If an employee requires an accommodation due to a disability, contact the Human Resources Department.

Employment Status

- Full-time: Full-time positions are scheduled to work consistently 30 or more hours in a pay week.
- Part-time: Part-time positions are scheduled to work no more than 29 hours in a pay week and are not eligible for benefits or longevity pay.
- Temporary: Temporary employees are limited to working 130 days in a rolling calendar year. They are not eligible for TCDRS retirement, benefits, holidays, leave time, or County longevity pay.

If the temporary employee cannot be categorized as seasonal and customary, then the temporary employee can work no more than 29 hours in a pay week. Customary must meet the criteria: (i) by the nature of the position an employee typically works for a period of six months or less, and (ii) the period of employment should begin each calendar year in approximately the same part of the year, such as summer or winter. Please contact your HR Generalist to determine the parameters for any temporary employees.

Position Classification

Positions are classified as exempt or non-exempt based on the definitions and requirements of the Federal Labor Standards Act (FLSA).

- Exempt: Exempt positions are salaried positions which are not eligible for overtime or compensatory time.
- Non-Exempt: Non-exempt positions are hourly positions which are eligible for overtime pay or compensatory time as determined by County policy.

*All full-time, part-time, and temporary employees must reside within the State of Texas during the scope of their employment.

Employment

Overtime		
Classification	Eligibility	Accrual
Exempt	NO	Exempt employees are not eligible for overtime compensation.
Non-Exempt	YES	• Time-and-a-half pay or compensatory time after 40 hours actually worked in a work week. • Determination of pay vs. comp time is based on departmental budget.
Non-Exempt: Department of Infrastructure	YES	• Time-and-a-half compensatory time after 40 hours actually worked. • In the event of a public safety emergency, the Senior Director has the discretion to grant overtime pay at time and a half to those employees performing emergency response duties at the request of their supervisor.
Non-Exempt: Public Safety Positions	YES	Time-and-a-half overtime pay or compensatory time after 40 hours actually worked.
Non-Exempt: Law Enforcement Positions	YES	Time-and-a-half overtime pay or compensatory time after 86 hours worked in a 14-day pay period. The hours worked between 80 and 86 hours, for this period, are compensated at straight overtime pay or compensatory time.
Non-Exempt: Catastrophic Event Pay	YES	Upon EOC activation and/or declaration of a local, state or federal disaster, non-exempt essential personnel (EP) may receive time and one-half pay in lieu of compensatory time, once the normal hours required before overtime eligibility have been exceeded.

All overtime must be preapproved by the Elected Official or Department Head. Policy infractions involving abuse of unapproved overtime may result in disciplinary action, up to and including termination. Only hours actually worked are included in the determination of overtime. Sick leave, vacation, holidays, bad weather, and other uses of accrued time off/leave accruals do not count toward the accrual of overtime and will be reduced to balance the timecard to 40 hours per week (or 80 hours per pay period for Law Enforcement employees).* As used above, overtime may refer to accruals of compensatory time or payments.

Compensatory time is limited to 240 hours, all hours above this limit will be paid at time and one-half.

*EMS and Emergency Communications use leave based on scheduled shift hours, rather than the pay period.

Employment

Recruitment

When a position becomes vacant, the position may be posted externally through Human Resources, internally (within the department) by the Elected Official or Department Head or the position may be filled by an applicant that has previously applied for a like position within the past 180 days. The Elected Official, Department Head or their designee will make the final selection in the recruitment process. The chart below generally defines the processes:

Job Posting Options			
Type	Description	Documentation	Process
External Job Posting	Vacant position is posted online through Human Resources.	A request to post must be sent to Human Resources.	Position will be posted through online hiring system for a minimum of five calendar days.
Internal Job Posting	Vacant position is posted internally through email or other written communication method within the hiring department only.	An email or manual written posting may be used to notify employees of the vacancy.	• Notify internal employees of the opportunity and provide instructions on how they must apply (i.e. via resume, email response, etc.). • Applications should be accepted for a minimum of 5 calendar days.
Applicant Pool	Candidate applications submitted in response to job posting.	Contact Human Resources to request applications from a previous posting for a position with the same title and grade within the past 180 days.	Applications will be provided through the online hiring system for the hiring manager to review.

Candidate Selection Process

All candidates being considered should meet the minimum requirements for the position and should go through a consistent screening and interviewing process. Once a candidate is selected, the hiring manager must notify Human Resources to complete the final steps in the hiring process.

Nepotism

Nepotism is the hiring or influencing others to hire relatives without regard to merit. The County and the [Texas Government Code Chapter 573](#) outline specific rules prohibiting the appointment, confirmation of appointment, or voting for the appointment (or confirmation of appointment) of a relative. Refer to the Texas Government Code Chapter 573 (Relationships by Consanguinity or by Affinity) for additional clarification. The Commissioners Court will not affirm any employee who is related to another employee within their chain of command or reporting structure.

Changes in relationships which may violate this policy must be immediately reported to Human Resources

Employment

Hiring Post TCDRS Retirement

Williamson County elected officials, department heads, or other agents of the County may not make any prior commitments, agreements, or arrangements to rehire a Williamson County TCDRS retiree. Any retiree selected for a position with Williamson County will require pre-approval from the Human Resources Department due to TCDRS rules. If the retiree is on Williamson County retiree health benefits, the benefit-enrollment waiting period still applies.

Pre-Employment Screening

Potential employees of Williamson County may be required to submit to a criminal history check, physical exam, drug screening or other job-specific screening prior to employment. Any job offer is contingent upon successfully completing and meeting the requirements of these screenings. If additional information is received after employment begins which fails to meet the screening requirements, the employment relationship may be terminated. False information provided by an applicant will disqualify the applicant from consideration, or if discovered after employment begins may result in termination.

Post Hire

New Employee Orientation

All new employees must complete new employee orientation before the end of the pay period in which they are hired.

Direct Deposit

Direct Deposit is strongly recommended. The first paycheck will be mailed to the address of record, as could the first paycheck whenever changing banking institutions or account information. Pay remittance slips can be viewed and printed online located on the Wilco Self Service site in Oracle.

Texas County and District Retirement System (TCDRS) Contributions

All officials, part-time and full-time employees are required to participate in the Texas County and District Retirement System ([TCDRS](#)) as a condition of employment. Temporary employees are exempt from participation as specified by Retirement System regulations. The required contribution is deducted from an employees pay each pay period.

Employment

Transfers

Employees transferring from one County office or department to another should give at least a two-week written notice to their current official/department head. The current official/department head may waive the two-week period. If an employee status changes from a non-exempt to an exempt position, the employee's current compensatory time balance will be paid out as of the last day in the non-exempt position and at the hourly rate for the non-exempt position. Compensatory time will also be paid out when a non-exempt employee transfers from one County department to another. If an employee transfers from a position that allows for a higher vacation or sick leave balance, the amount that is in excess of the limit for the new position will be forfeited.

Transfers to and from WCCHD, Museum or CSCD are considered employment separations.

Separation of Employment

Employees are ~~required~~ encouraged to provide at least a two-week written notice in order to resign in good standing. The last day of employment is the last day the employee is present at work. Leave time cannot be used on the last day of employment, with the exception of USERRA leave, administrative leave or medical leave covered under or at the conclusion of FMLA. In some cases, the last day of employment may be adjusted after a review and approval process involving the department, Human Resources, and the County Auditor's Office. At the discretion of the Elected Official or Department Head, the resignation may be accepted immediately or at any time within the resignation notice period. In the event that an employee passes away, the last date of employment will be the last date worked or the last day on approved leave with the exception of vacation leave. Employees must return all Williamson County property immediately upon request or upon termination of employment. Any items not returned may be deducted from the final paycheck for certain eligible employees.

The following will be paid on the final paycheck or when County assets have been disabled/returned to the County:

- Eligible accrued vacation time
- Comp time
- Unused holiday time banked prior to October 1, 2014

Adjusted Service Dates for Rehired Employees (Non-retirement)

Employees rehired into a full-time position within 90 days from his/her last employment within a full-time position, will be reinstated with service time based on a calculated adjusted service date. The adjusted service date is the original date of full-time employment minus the number of break in service days either not employed with the County or working in a part-time capacity. The adjusted service date will also be used for determining vacation and County longevity accrual rates. Employees rehired 91 or more days after separation of employment will not receive service credit for previous employment, unless a one-time exception, that cannot exceed a one-year break in service, is awarded based on review and approval by Human Resources (factors considered include high turnover positions, knowledge, skills and abilities of a former employee or other special circumstances). Request for the one-time exception must be received by Human Resources within 30 days following rehire date. Any resulting change to longevity amount paid will not be effective until budget funds are available. Retroactive payments will not be made for payments missed pending budget funds availability.

Refer to the [Uniformed Services Employment and Re-employment Rights Act \(USERRA\)](#) for reemployment rights if the break in service is related to active military leave. Contact the Human Resource Department for assistance.

Work Environment

Communications to Employees

All employees are assigned a County email address. County email is the official communication tool for employee communications. All employees are responsible for accessing and reviewing their County email on a regular basis.

PowerDMS, a document management system, will be utilized to disseminate County policy documents and informational memos. Employees will be responsible for the review and electronic receipt acknowledgement of County communications in PowerDMS.

Breaks

Supervisors may schedule breaks to accommodate operating requirements. County offices are encouraged to stay open during the noon hour to better serve the public. Supervisors will inform employees of breaks, if any, and the break schedule. The Fair Labor Standards Act (FLSA) does not require employers to provide breaks or meal periods to employees.

- Breaks of less than 20 minutes will not require the employee to clock out and will be considered compensable time while on County property.
- Breaks of more than 20 minutes (i.e. errands) or offsite will require non-exempt employees to clock out and not perform any work during that time.
- Lunch breaks will be for a period of not less than 30 minutes, during which non-exempt employees clock out and may not perform any work.

Lactation breaks

For up to one year after a child's birth, any employee who is breastfeeding her child will be provided reasonable break times as needed with the same rules for breaks. During lactation breaks in which non-exempt employees clock out, they may not perform any work. Williamson County has designated certain rooms for this purpose. Employees who work off-site or in other locations will be accommodated with a private area as necessary.

Reporting Time Worked and Leave Time

Timesheets must be approved and signed off, by the employee and department designee, on the day indicated on the payroll calendar by the time indicated by the Auditor Payroll Department. Employee timesheets must be balanced to their regularly scheduled hours for the work week.

- Nonexempt: Employees must report all hours worked and leave time taken in the timekeeping system.
- Exempt: Employees do not enter the hours worked, but must record leave time such as sick or vacation in the timekeeping system. Holiday time is preloaded for all exempt employees. Payroll must be contacted to adjust holiday time if an exempt employee works on the holiday.

Time records are a governmental record and according to Texas Penal Code Section 37.10 you are tampering with a government record if you knowingly submit your time record inaccurately.

Employee Leave Policies

Employees accrue vacation and sick leave on the last day of each pay period. The leave accrual will be adjusted when employees have any unpaid leave, with the exception of workers compensation. The leave chart within this section provides the policies related to the various leave types authorized by the County.

Leave Chart

Use of ~~accrued~~ leave accruals must be approved by the Elected Official or Department Head

**Employees are encouraged to take leave throughout the year,
as business needs can change and leave approval is not guaranteed.*

Type	Rate of Accrual	Max Accrual / Payout	Policy
VACATION	< 5 years = 3 Hours 5 minutes per pay period	80 hours	- Changes in work schedules may result in adjustments to leave balances & accruals. - Part-time employees earn 1.5 hours per pay period with the same max accrual as full-time employees. - Proration may occur for full-time employees who work less than 30 hours per week. - Contact Human Resources for more information.
	5 to < 10 Years = 4 hours 37 minutes per pay period	120 hours	
	10 + years = 6 Hours 10 minutes per pay period	160 hours	
VACATION (EMS Paramedics on 48-hour shifts)	< 10 years = 5 Hours 32 minutes per pay period	144 hours (6 shifts)	
	10+ years = 6 Hours 27 minutes per pay period	168 hours (7 shifts)	
SICK LEAVE 480 hours accrual max	4 hours per pay period	N/A (Not paid at termination)	- May only be used for illness, <u>or mental health</u>, or medical, and preventive appointments for employee or qualifying family member, as defined by FMLA. - May not be used to care for a newborn child or the placement of a child with the employee for adoption or foster care without certification from the treating physician of the child having a serious medical condition. - May be required to provide documentation. - Not a substitute for vacation. - Part-time employees earn 1.5 hours per pay period with the same max accrual as full-time employee (Effective 10/1/16).
SICK LEAVE (EMS Paramedics on 48-hour Shifts) 672 hours accrual max	6 hours per pay period	N/A (Not paid at termination)	
FLOATING HOLIDAY*	2 (8-hour) days per fiscal year (Effective October 1, 2017) Does not roll over	N/A (Not paid at termination)	- Only available to full-time employees. - Available to new hires as of start date. - Must be used by end of fiscal year. - EMS Paramedics will receive up to 12 hours per day based on regular shift assignment.
HOLIDAY*	- Part-time employees receive 4 hours - Full-time employees receive 8 hours	N/A (Not paid at termination)	- Dates are established by Commissioners Court and are subject to change annually. - Employee must work or be on approved paid leave the day before and after the holiday. - EMS Paramedics will receive up to 12 hours per day based on regular shift assignment. <u>Holiday hours may not be applied before earned on the actual holiday date.</u> <u>For information on application of holidays during FMLA leave, contact HR.</u>

*Refer to Public Safety Adjustment policy details within this table.

Leave Chart

Use of ~~accrued~~ leave accruals must be approved by the Elected Official or Department Head

**Employees are encouraged to take leave throughout the year,
as business needs can change and leave approval is not guaranteed.*

Type	Rate of Accrual	Max Accrual	Policy
<u>BANKED HOLIDAY LEAVE*</u>	<u>Up to eight (8) hours per occurrence, determined by number of hours worked on the holiday.</u>	<u>200 hours</u>	<u>Holiday hours may be banked when an employee works on the actual holiday and will match the hours worked, up to a maximum of eight (8) hours.</u> <u>Will not be paid upon termination if earned after 10/1/14.</u> <u>Banked Holiday accruals earned before 10/1/14 will no longer be paid out upon termination after 10/1/24.</u>
BEREAVEMENT LEAVE*	2 (8-hour) days per fiscal year; does not roll over	N/A (Not paid at termination)	- May be granted following the death of a friend or family member at the discretion of your department's leadership. - Documentation may be required. - EMS Paramedics will receive up to 12 hours per day based on regular shift assignment. - Up to two (2) additional days may be approved by HR for the death of an immediate family member (spouse, child, <u>sibling</u>, parent, legal guardian, spouse's parent, or child's spouse, <u>or other individual for whom the employee stands "in loco parentis."</u> See Basic FMLA policy or contact HR for further information.). <u>The additional bereavement leave may be requested via online form submission and upload of required documentation.</u> - EMS Paramedics may be approved for up to 16 additional hours.
PUBLIC SAFETY ADJUSTMENT	4 hours per paid holiday, floating holiday, and bereavement day allotted; does not roll over	N/A (Not paid at termination)	- Includes positions in Law Enforcement, Corrections and Emergency Services with some exceptions. - Max of 4 hours per shift and must be used with 8 hours of holiday, floating holiday, or bereavement to cover shift as scheduled. - Contact Human Resources regarding application of Public Safety Adjustment accruals within FMLA.
CIVIL LEAVE	Includes jury duty, voting, work related court summons, USERRA (Uniformed Services Employment & Re-employment Rights Act)	N/A	- Employee must show jury duty summons to their supervisor and must return to work if time permits. County employees will be paid if they are required to miss their regularly scheduled work shift, in addition to the jury pay from the court. - Time off to vote may be approved due to unusual circumstances, please refer to State of Texas Regulations. - Civil Leave may be approved when an employee is summoned to testify for a case that is work related only. - The first 15 business days (per fiscal year) of Military Leave (USERRA) will be paid without the requirement of leave usage by the employee. Beyond the first 15 business days the employee may choose to use vacation leave or be placed on leave without pay. - Up to seven additional paid military leave days may be applied in accordance with Government Code Section 437.202, as required relating to Emergency Orders issued by the Governor. - Contact HR for further information related to USERRA leave and benefit continuation.

*Refer to Public Safety Adjustment policy details within this table.

Leave Chart

Use of ~~accrued~~ leave accruals must be approved by the Elected Official or Department Head

**Employees are encouraged to take leave throughout the year,
as business needs can change and leave approval is not guaranteed.*

Type	Rate of Accrual	Max Accrual	Policy
BAD WEATHER	As determined by order of the County Judge	N/A	- Employee must be at work or scheduled and ready for work on the day of office closure. - Employees on approved leave of any type are not eligible. - If office closure continues beyond five (5) consecutive days, employees must use vacation pay, compensatory time, personal holiday or unpaid leave unless otherwise determined by Commissioners Court.
ESSENTIAL PERSONNEL LEAVE	As determined by order of the County Judge	N/A	- Essential Personnel Leave is granted when exempt employees must work outside their regular schedule during an office closure that has been declared by the County Judge. - FEMA reimbursement is possible. - Essential Personnel leave must be used before the end of the current fiscal year.
BANKED HOLIDAY LEAVE MOVED BELOW HOLIDAY	Determined by number of hours worked on the holiday.	200 hours	Will not be paid upon termination if earned after 10/1/14. Banked Holiday accruals earned before 10/1/14 will no longer be paid out upon termination after 10/1/24.
COMPENSATORY LEAVE	Refer to Overtime Policies for accrual.	240 hours	Must be used before vacation time.
PREGNANT WORKERS FAIRNESS ACT (PWFA)	N/A	N/A	- PWFA, federal law effective 6/27/2023, outlines provision of reasonable accommodations for known limitations related to pregnancy, childbirth, or related medical conditions. - Leave to recover from childbirth is covered as an accommodation under PWFA when an employee is not eligible for Family Medical Leave Act (FMLA). - Contact Human Resources for more details.
PAID QUARANTINE LEAVE	Used by eligible employees who are ordered by their supervisor or the Local Health Authority to quarantine or isolate due to a possible or known exposure to a communicable disease while on duty.	N/A	- As defined by HB 2073 eligible County employees include peace officers, corrections officers, paramedics, and emergency medical technicians employed by, appointed by, or elected for a political subdivision. - Covers all employee benefits, including compensation for all regularly-scheduled shift hours, leave accruals, retirement benefits, and health plan benefits for the duration of the leave. - Quarantine reimbursement requests may also be submitted for reasonable related costs. - Contact HR for more information.

Wilco PTO leave time is applied in the following order:

1) Compensatory time 2) Vacation leave

Note: All leave accruals are based on time actually worked by the employee. Leave accrues at the end of the pay period and will be adjusted or removed if the employee has any unpaid leave, other than workers compensation, in the pay week.

Leave Chart

Use of ~~accrued~~ leave accruals must be approved by the Elected Official or Department Head

**Employees are encouraged to take leave throughout the year,
as business needs can change and leave approval is not guaranteed.*

Type	Rate of Accrual	Max Accrual	Policy
WORKERS COMPENSATION LEAVE	Used by employees who must miss work due to an on-the-job injury. Contact HR for more information	N/A	- Any on-the-job injury must be reported immediately. Failure to report within 30 days of the injury may result in a denial of benefits including leave (Texas labor code Sec.409.001). - Workers' Compensation is administered by Risk Management. In cases requiring FMLA, leave time will be administered in Kronos by Human Resources. - Medical expense coverage is dependent upon compliance with the contracted workers' compensation network of providers and facilities. A signed network acknowledgement is required at time of hire. - FMLA can run concurrently with lost time under workers' compensation and may provide for medical insurance continuation if you are receiving workers' compensation income benefits.

[Work Comp Informational Graphic inserted here on published version]

Family Medical Leave Chart

As required by law, Williamson County will permit eligible employees to take family or medical leave ("FMLA leave"), in accordance with the terms of this policy. If this policy conflicts with the Family and Medical Leave Act (FMLA), eligible employees will be afforded the rights required by law.

Eligibility

- Worked for the County for at least 12 months.
- Worked a minimum of 1250 hours in the last 12 months.

Basic FMLA

The Family and Medical Leave Act (FMLA) entitles eligible employees to take job-protected leave for specified family and medical reasons with continuation of group health insurance coverage under the same terms and conditions as if the employee had not taken leave.

The FMLA only requires unpaid leave, however employees may use accrued paid leave, until accruals are exhausted, in accordance with this policy (see section on concurrent application of available leave accruals, below). Either continuous or intermittent FMLA leave may be granted to meet the needs of the employee, as medically certified by the healthcare provider. Employees are allotted a ~~21-day~~ period of 15 calendar days for completion of certification forms by the healthcare provider. Therefore, the certification may be received by Human Resources after an employee is already taking leave for an unscheduled medical necessity. Work shall not be performed during continuous FMLA leave. All time worked by non-exempt staff during intermittent leave shall be reported in Kronos. All unworked time during intermittent leave, for either exempt or non-exempt employees, shall be reported via online form and FMLA-coded leave entries will be administered by HR. FMLA fraud or abuse will be investigated and may result in disciplinary action, up to and including termination.

Entitlement

Qualifying Reasons/Policy

- 12 weeks (480 hours) job-protected leave per rolling calendar year; if eligibility and qualifying reasons are met, including relationship rules.

Specified family and medical reasons:

- Employee's own serious health condition, defined as an illness, injury, impairment, or physical or mental condition that involves either inpatient care or continuing treatment by a health care provider. An FMLA serious health condition generally involves a period of incapacity.
- To care for employee's spouse, child, or parent who has a serious health condition.
 - Employees requesting leave to care for an immediate family member with a serious health condition may be required to submit proof of the familial relationship, such as a birth certificate or marriage license.
 - An affidavit will be required in cases when an employee stands "in loco parentis," acting in the role of a parent for a child under the age of 18, or 18 years-old or older and incapable of self-care because of a mental or physical disability.
- The birth of a child.
- To care for a newborn child within one year from birth. *
- The placement of a child with the employee for adoption or foster care within one year of placement. *

*Employees are not eligible to utilize sick leave without certification of the child having a serious medical condition. See Baby Bonding policy for additional details.

Concurrent application of available leave accruals:

- Eligible employees with accrued leave will have the leave applied in the following order when the leave is related to a serious medical condition: sick, PTO, essential pay, banked holiday, floating holiday.
- Eligible employees with accrued leave will have the leave applied in the following order when the leave is not related to a serious medical condition: PTO, essential pay, banked holiday, floating holiday.
- Holiday leave will not bank, it will be utilized in the week earned.
- In the event that all available time-off accruals become exhausted during FMLA leave, the employee will enter an unpaid leave status. Contact HR regarding possible Sick Leave Pool eligibility, benefit premium deduction repayment schedule, and any other leave questions.

Family and Medical Leave Chart

As required by law, Williamson County will permit eligible employees to take family or medical leave ("FMLA Leave"), in accordance with the terms of this policy. If this policy conflicts with the Family and Medical Leave Act ("FMLA"), eligible employees will be afforded the rights required by law.

Military Family Leave – Qualifying Exigency Leave

Eligible employees can take up to 12 weeks of FMLA Leave (with or without pay) for a "qualifying exigency" arising out of the deployment of the employee's spouse, son, daughter, or parent ("Military Member") who is a member of the Armed Forces (including the National Guard and Reserves) and who is on covered active duty or has been notified of an impending call or order to covered active duty.

Williamson County requires eligible employees to use accrued paid leave concurrently with Qualifying Exigency Leave and it will be applied in the following order: PTO, essential pay, banked holiday, floating holiday.

Military Member:

1. Employee's Spouse:
 - Includes husband or wife as defined or recognized in the state where the individual was married, including common law marriage or same-sex marriage.
2. Employee's Son or Daughter:
 - Includes biological, adoptive, step or foster child, a legal ward, or a child for whom you stood in loco parentis, and who is of any age.
3. Employee's Parent:
 - Includes biological, adoptive, step or foster parent or any other individual who stood in loco parentis to you when you were a child.
 - Excludes parents "in law."

Covered Active Duty:

1. Regular Armed Forces:
 - Duty during deployment of the military member with the Armed Forces to a foreign country.
2. Reserved Components of Armed Forces (National Guard and Reserves):
 - Duty during deployment of the military member with the Armed Forces to a foreign country under a call or order to active duty in support of a contingency operation.
3. "Foreign Country" means an area outside of the United States, the District of Columbia, or any Territory or possession of the United States. It also includes deployment to international waters.

Qualifying Exigency Categories:

1. Short-notice deployment (limited to 7 days of leave),
2. Military events and related activities,
3. Childcare and related activities,
4. Financial and legal arrangements,
5. Counseling,
6. Rest and recuperation (limited to 15 days of leave),
7. Post-deployment activities,
8. Care for a military member's parent,
9. Additional activities that the County agrees are qualifying exigencies.

If you have any questions regarding whether your situation is a qualifying exigency under the FMLA, please contact Human Resources.

Certification Requirements:

The County may require certification providing the appropriate facts related to the qualifying exigency sought, including, but not limited to:

- Military member's active-duty orders;
- Rest and Recuperation orders;
- Third-party contact information; and/or
- Other documentation confirming the dates of the military member's leave or support for the qualifying exigency sought.

The County may also contact the Department of Defense to verify a military member's active-duty status.

Family and Medical Leave Chart

As required by law, Williamson County will permit eligible employees to take family or medical leave ("FMLA leave"), in accordance with the terms of this policy. If this policy conflicts with the Family and Medical Leave Act ("FMLA"), eligible employees will be afforded the rights required by law.

Military Family Leave – Military Caregiver Leave

An eligible employee, who is the spouse, son, daughter, parent, or next of kin of a covered service member or covered veteran, can take up to 26 workweeks of FMLA Leave (with or without pay) to care for the covered service member's or covered veteran's serious injury or illness ("Military Caregiver Leave").

Williamson County requires eligible employees to use accrued paid leave concurrently with Military Caregiver Leave and have it applied in the following order: sick leave, PTO, essential pay, banked holiday, floating holiday.

Eligible spouses who both work for the County must split the 26 workweeks for a shared service member or veteran. If an eligible employee takes both Military Caregiver Leave and any other FMLA Leave, the total combined leave may not exceed 26 workweeks during a single 12-month period.

Covered Service Member:

1. A "covered service member" is a current member of the Armed Forces (including the National Guard or Reserves) who is undergoing medical treatment, recuperation, or therapy, or is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness.
2. A "serious injury or illness" means an injury or illness that was incurred by the member in the line of duty on covered active duty in the Armed Forces (or existed before the beginning of the member's covered active duty and was aggravated by service in the line of duty on covered active duty in the Armed Forces) and that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating.

Covered Veteran:

- A "covered veteran" is a veteran who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness and who was a member of the Armed Forces (including the National Guard or Reserves) who was discharged or released under conditions other than dishonorable and was discharged within the five-year period before the eligible employee takes Military Caregiver Leave.
- A "serious injury or illness" means an injury or illness that was incurred by the veteran in the line of duty or that existed before the veteran's active duty and was aggravated by service in the line of duty and that is either:
 - (1) a continuation of a serious injury or illness that rendered the service member unable to perform the member's military duties; or
 - (2) a physical or mental condition that qualifies the veteran for certain benefits from the Department of Veterans Affairs; or
 - (3) a physical or mental condition that substantially impairs the veteran's ability to work.

Relationship to service member/veteran:

1. Spouse, Son, Daughter, Parent – see Qualified Exigency Leave Chart
2. Next of Kin:
 - Nearest blood relative, other than current spouse, parent, son, or daughter in following order of priority:
 - Blood relative designated in writing by service member/veteran as NOK for FMLA purposes;
 - Blood relative who has been granted legal custody of service member/veteran;
 - Brothers and sisters;
 - Grandparents;
 - Aunts and uncles;
 - First cousins.

Certification Requirements:

Certification for the serious injury or illness of the covered service member or covered veteran may be required. The employee must respond to such request within 15 days or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave. Such certification must be supported and completed by (1) an authorized health care provider, or (2) for service members, by submitting a copy of an Invitational Travel Order (ITO) or Invitational Travel Authorization (ITA), or (3) for veterans, by submitting a copy of a Veterans Affairs Service-Related Disability Rating (VASRD). In addition to the certification documents, the employee may be required to provide confirmation of family relationship and documentation of discharge date and status.

Family and Medical Leave Chart

Information and Resources

Please contact Human Resources for additional information on the following:

Since the laws and regulations governing basic FMLA, military leave, and military family leave frequently change, if you have any military related leave request, please check with Human Resources to determine eligibility under the then current applicable rules.

- | | | |
|---|---|---|
| <ul style="list-style-type: none">• Restoration of Employment• Employee Benefits• Group Health Benefits | <ul style="list-style-type: none">• Certification of Health• Relationship to PTO• Notification• Status Reports | <ul style="list-style-type: none">• Leave Without Pay (LWOP)• Intermittent Leave• Failure to Return from FMLA Leave• Baby Bonding FMLA Leave |
|---|---|---|

[Informational resource links inserted here in published version.]

Administrative Leave

Occurrences of administrative (admin) leave with or without pay are rare, but may be appropriate when the Department Head believes immediate action is necessary to protect an employee, the Department, the public, and/or needs additional time to investigate an employee's performance or behavior. Admin leave, with or without pay, temporarily suspends employees job duties.

Type	Department	Policy
Administrative Leave (with pay)	Non-Elected & Elected Offices	- May not be used during or to extend FMLA. - Paid admin leave lasting more than ten days will require approval of the County Judge for non-elected offices only. - If the County Judge denies a request to grant admin leave with pay in excess of ten days, the non-elected office may appeal such denial to Commissioners Court. - The employee will be paid base wages, this will not count as hours worked for overtime purposes. - Medical benefits will continue at active employee rates. - The employee must contact his/her supervisor weekly and remain available to return to duty with 12 hours' notice. - If the employee returns to work, he/she shall receive full credit for any suspended accruals/County longevity/supplemental pay, unless determined otherwise.
Administrative Leave (without pay)	Non-Elected & Elected Offices	- Employees may only be placed on admin leave without pay for serious infractions of workplace conduct policies. - Full days/full week periods are administered for exempt employees on admin leave without pay (partial days will not be granted). - Employees may not substitute accrued paid leave during unpaid admin leave. - Employees must coordinate payment of medical and dental benefits with the HR Department. - Employees may be required to periodically contact their supervisor.
Administrative Leave (with or without pay)	Non-Elected Offices	- Department heads and appointed positions who are direct reports to Commissioners Court may place an employee on admin leave with or without pay with HR consultation. - Subject to the oversight of Commissioners Court. - HR will provide proper notices/estimated time duration to the employee that is placed on admin leave with or without pay.
Administrative Leave (with or without pay)	Elected Offices County Auditor's Office Juvenile Services	- Must provide the Senior Director of HR with written notice that sets forth: the name of the employee being placed on admin leave, whether admin leave is with pay or without pay, and the estimated duration of the leave. - If the employee is reinstated or terminated the Elected Official/Appointed Official must provide the Sr. Director of HR with the time and date of the employee's reinstatement/termination.
Reinstatement	Non-Elected & Elected Offices	The County does not guarantee the reinstatement of an employee on admin leave, unless reinstatement is required by some other protected leave.
Other Information	Non-Elected & Elected Offices	- Requests for admin leave with pay for any grant-funded position must be preapproved by HR and Audit prior to leave usage. - Paid leave will not be accrued while employee is on any admin leave for one or more full pay periods. - County longevity or supplemental pay shall not be paid while employee is on any admin leave for one or more pay periods. - Supplemental pay is defined in the budget order. - If paid or unpaid admin leave exceeds 13 weeks, the employee will no longer be eligible for county benefits under the Affordable Care Act (ACA).

Elected Officials are strongly encouraged to comply with all administrative leave policies that are applicable to employees in non-elected offices. As a part of the Commissioners Court budgetary responsibilities and fiduciary oversight of public funds, the Commissioners Court will consider the amount of time that an Elected Official has granted in administrative leave during the prior fiscal year. Elected Officials will continue to maintain the right to terminate employees under their sphere of authority or provide harsher penalties, within applicable legal rules, than those that are set out and encouraged herein. Elected Officials are strongly encouraged to consult with the Sr. Director of the Williamson County Human Resources Department prior to placing employees on administrative leave and prior to making reinstatement and termination of employment decisions.

Sick Leave Pool

Membership	Policy
BENEFIT SUMMARY	- Per Texas Local Government Code Sec.157.075: A participating enrolled employee is eligible to use time contributed to the County sick leave pool if: because of a catastrophic injury or illness and the employee has exhausted all the accrued paid leave and compensatory time to which the employee is otherwise entitled. - Provides sick leave to an eligible employee once the employee has exhausted all accrued/ banked paid leave. - The maximum amount of Sick Leave Pool (SLP) time that may be granted per benefit year will not exceed 1/3 of the total amount in the SLP, or 240 hours, whichever is less, at the time of the request for SLP.
ENROLLMENT	- One continuous year of full-time employment must be completed as of first day of open enrollment. - A minimum of 8 Hours and no more than 40 hours must be contributed. - Must enroll each year during benefits open enrollment. - Contributed sick leave hours will be deducted on the first day of the pay period which includes January 1st. - Sick leave balance must meet or exceed employee's selected contribution amount.
QUALIFICATION	- An employee with an illness or injury that makes them unable to perform their job while on approved FMLA for their own catastrophic injury or illness. - SLP time will not be granted to an employee when they are receiving workers' compensation income benefits under the Texas Workers Compensation Act. - SLP time will not be granted beyond the end date of approved FMLA leave (12 week max). - There is no guarantee that an employee will receive or be eligible to be reimbursed for any time that they contribute. - All withdrawal requests must go through an approval process. - Employees cannot receive time from the SLP if they are placed on temporary suspension, administrative leave, authorized non-medical leave without pay or are otherwise terminated.
PROCEDURE	- Employees must apply for permission to receive SLP benefits. (Contact the Human Resources Department for more information) - Upon receipt of the completed SLP benefit request, Human Resources will review the request and FMLA documentation to determine whether the request is approved.
UTILIZATION	- The number of hours granted through the SLP will be based on the FMLA documentation or report of catastrophic illness or injury. - SLP time may only be used for approved workdays and for holidays. - SLP time may not be used to supplement reduced work schedule during Light Duty Assignments outside of FMLA. - SLP benefits end when the employee returns to work, exhausts the SLP benefit, exhausts eligible FMLA leave time, upon separation, suspension, or administrative leave.
CONTRIBUTIONS	- Employee contributions of sick leave hours are irrevocable. - Sick leave hours that are contributed become the property of the SLP and cannot be returned. - Time contributed to the SLP cannot be designated to a particular employee. - If, at any time, the SLP balance falls below two times the number of members, each member will be required to contribute eight additional hours to maintain membership. - An employee separating from employment may contribute up to 80 hours of sick leave to the SLP. - All unused time that was granted to an employee from the SLP shall be returned to the pool.
DISCLAIMER	- The County may discontinue and/or terminate the SLP program without cause, legal repercussions, or ramifications with 120 day written notice to all participating employees. - If any provision of this SLP is determined to be invalid or unenforceable, it is the intention of the County that the provision will be reformed to the best extent possible in its sole discretion. - The guidelines, terms, and conditions of this SLP program may be amended at any time. The Commissioners Court must approve any recommended amendment.

Benefits

Benefits

Williamson County offers an excellent comprehensive benefits package to all full-time employees. Benefits are administered by the Benefits Administration team, which is a division of the Human Resources Department. Benefit plans are reviewed annually by the Benefits Committee, which has the responsibility to make final recommendations to the Commissioners Court for approval. Additional benefit information is provided in the chart below. Click to see the [Benefit Guide](#) or go to the [Benefits Portal](#) for more details.

Benefits		
- Full-time employees are eligible for medical, vision, dental, group term life, voluntary term life, FSA and voluntary supplemental benefits coverage on the first of the month following the completion of 30 days of employment. - The new-hire benefit enrollment period is 10 calendar days starting from the date of hire. - Current employees can make changes to benefits only during open enrollment or due to a qualified life event. - If an employee is on leave under USERRA, it is the employee's responsibility to cancel benefits if they are no longer needed.		
Type	Policy	Premium Payment
Medical, Vision, Dental	Full-time employees must enroll during new-hire enrollment period, open-enrollment period, or due to a qualified life event.	- Employees are responsible for the employee portion of all benefit premiums. If an employee is on leave without pay (LWOP), for any reason, unpaid premiums must be paid through payroll deductions upon return to work. - Employees who do not return to work, after LWOP, are responsible for unpaid premiums. - Failure to pay premiums will result in termination of benefits. Benefits termination will be determined based on the last payroll deduction. - Upon retirement, the retiree benefit premiums must be paid prior to the month of coverage.
Voluntary Term Life	Full-time employees may purchase additional voluntary life insurance for themselves and their dependents during the above-mentioned enrollment periods. If not selected during initial new-hire enrollment, or if there is a gap in coverage, Evidence of Insurability will be required by the insurance carrier at enrollment, and coverage will be dependent upon carrier approval.	
Short Term Long Term Disability (STD/LTD)	Full-time employees may select STD/LTD during the above-mentioned enrollment periods. If not selected during initial new-hire enrollment, or if there is a gap in coverage, Evidence of Insurability will be required by the insurance carrier at enrollment, and coverage will be dependent upon carrier approval.	
Flex Spending Account (FSA) Health & Dependent Care	Full-time employees may elect FSA during the above-mentioned enrollment periods. Maximums may apply.	- If an employee is on leave without pay, for any reason, the employee is responsible for the elected benefit deduction to be paid within the same elected tax plan year as the elected benefit. - Upon return from leave, benefit deductions will be recalculated based upon the number of the remaining pay periods within the tax year. - If contributions are unpaid, benefits may be terminated back to the last date of the pay period in which premiums are paid.
Health Spending Account (HSA)	- May only be elected in conjunction with enrollment in the High Deductible Health Plan. - Full-time employees may elect HSA during the above-mentioned enrollment periods. - Maximums may apply.	Contributions may be made by both the County and the employee. See the benefit guide for details.
Group Term Life	- Full-time employees receive group life insurance for themselves and covered spouse/children at no cost. - Dependents must be added by employee at time of enrollment.	Premiums paid by employer regardless of active employee status.
Voluntary Supplemental Benefits	- Full-time employees may purchase these additional offerings during the above-mentioned enrollment periods. - Evidence of Insurability may be required. Coverage is dependent upon carrier approval.	- If an employee is on leave without pay, premiums must be paid directly to vendors to avoid cancellation. - Once the employee returns to work, premiums will be deducted from paycheck as previously scheduled
Employee Assistance Program (EAP)	EAP is provided to all full-time and part-time employees and offers 24/7/365 access to short-term counseling, WorkLife services, legal and financial consultations, ID theft and fraud resolution, wellness tools, and much more.	- EAP is provided at no cost to all full-time and part-time employees regardless of enrollment status in medical benefits. - EAP extends to household members. - The benefit waiting period does not apply to EAP, which is available on start date.

Retirement	Williamson County has a very generous retirement plan which all full-time and part-time employees are required to contribute to every pay period.	- See additional information on TCDRS in the Employment section. - Visit TCDRS at www.tcdrs.org
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Expenditure Guidelines

Type	Policy
General Travel Information	- An advance will not be issued for travel expenditures. - All travel expenses must be supported with an itemized receipt. - All purchases for airfare, hotels, car rentals, and expense reimbursements require back-up documentation indicating the business purpose of the expense. Acceptable documentation must contain the dates, location, and purpose of the trip, which could include the following: training/meeting agenda, certificate of completion, conference registration, etc. - Reimbursement for transportation costs will be at the most reasonable means of transport, such as purchasing Southwest Airlines tickets at the Wanna Get Away rate. - Reasonable tips, not to exceed 20%, are allowed for alternate means of transportation, such as taxis, shuttles, and Uber rides. - Additional expenses associated with the extended travel (such as a Saturday night stay) may be reimbursed when the cost of airfare would be less than the cost of additional expenses (lodging, meals). Documentation is required to justify the expense. - The use of travel websites such as Expedia, Priceline, Travelocity, etc., are prohibited as these expenses and taxes are not itemized, and generally do not have cancellation policies. Rental cars may be an exception if an itemized receipt is available. Colwick Travel is available for booking airfare, and there is an account setup for the County. - Cancellation fees and unused travel expenses are not reimbursable unless due to a business-related reason, or a personal emergency as approved by the County Auditor. Documentation for the change must be submitted for consideration. These include fees related to changing or canceling a flight, cancellation fees related to lodging, or unused travel arrangements. - Personal purchases using a p-card are not allowed. If a charge is made on a p-card for a non-reimbursable expense or a personal purchase (by mistake), employees must send a check made payable to Williamson County to the Treasurer's Office, along with a completed revenue report. A copy of this revenue report should also be included with the p-card statement documentation when submitted to Accounts Payable. - Expense reimbursements & p-card statements both require their own backup documentation (who, what, when, where) as applicable.
Expense Reimbursement	- With the exception of per diem and mileage, all requests for reimbursement require itemized receipts. - Each expense reimbursement must have the employee signature and department head approval. - All expense reimbursements must be received in the Auditor's Office within 60 days of the incurrence of the expense. Any items over the 60 days will be denied reimbursement, unless specifically approved by the County Judge. - Tax for meals, airline tickets, hotel stays, and parking are normally the only taxes that will be reimbursed for purchases. The sales tax exemption form is available on the Auditor's Portal. - Employees are responsible for repayment of inappropriately reimbursed expenses whenever an audit or subsequent review of the travel expense reimbursement documentation finds an employee submitted reimbursement contrary to these guidelines. - Expenses incurred due to an employee or an elected official serving on a board or committee of an association related to County employment will only be reimbursed to the extent that the association does not reimburse. Documentation of the request for reimbursement, will need to be provided from the association along with the association's denial of the request. - The Auditor's Office may request additional documentation for any or all reimbursements. - Reimbursements for business travel require documentation showing the purpose of the trip, the location, the dates, and the person attending. (Who, what, when, and where) - Hotel folios shall be included as backup.

Expenditure Guidelines

Type	Policy
Airfare	- Employees are responsible for excess cost and additional travel expenses resulting from taking an indirect route, an early departure, or a delayed return trip for personal preference or convenience. Supporting documentation showing the fee comparison at the time of reservation must be submitted with the expense. - Airfare must be paid directly to the airline or Colwick Travel, (i.e. no other travel agencies such as Expedia). - Airfare purchased on a personal credit card will be reimbursed after the trip has been completed. - Air travel delays which require an overnight stay may be reimbursed with documentation supporting the delay if the airline has refused to provide complimentary lodging. - The County will not issue reimbursements for tickets purchased with frequent flyer miles. - A maximum of 2 bags will be reimbursed. Excess baggage fees will not be reimbursed. - For out of state travel, the County will reimburse personal auto mileage not to exceed what would have been the applicable airfare (Southwest Wanna Get Away) plus estimated ancillary charges such as airport parking, rental car, etc. - Southwest early bird fees are allowed. Preferred seating fees will not be reimbursed.
Car Rental	- Travelers may rent a car at their destination when it is less expensive than other transportation modes such as taxis, airport shuttles or public transportation, or if there is a safety concern at the business travel location. - Cars rented should be economy or mid-sized (luxury vehicle rentals will not be reimbursed). - Renting cars for travel within the County is prohibited unless otherwise approved by the Auditor's Office. - An employee may rent a car to travel to the business destination outside the County, only if the total cost of the rental is less than the mileage reimbursement cost, documentation showing the cost comparison between the rental cost and mileage may be required. - The rental car must be returned with a full tank of gas unless it has been pre-paid. Please use the less expensive option. - Rental cars must be rented from a nationally recognized company (i.e. Hertz, Enterprise, etc.). - The rental agreement and the charge card receipt (if applicable) must be turned in with the expense request. - Insurance purchased when renting a vehicle may also be reimbursed. - The County has a government account with Enterprise, which includes insurance. Contact the Auditor's Office for the account number. It is strictly for business purposes. - A motor vehicle rental tax exemption certificate should be completed and turned in at the time of the rental for all vehicle rentals inside Texas (form located on the Auditor's Portal).
Personal Car Usage	- Any county official or employee who is authorized to use their personal vehicle to travel on official County business may be entitled to receive a reimbursement equal to the standard mileage rate allowed by the IRS. - For changes in work site, mileage is only reimbursed between County offices, it is not reimbursed when initially reporting to an alternate work location or returning home from the alternate work location. - Mileage will be reimbursed based on the most common route, including toll roads (if a detour, note the detour and the additional mileage due to the detour). - For out of state travel, the County will reimburse personal auto mileage not to exceed what would have been the applicable airfare (Southwest Wanna Get Away) plus estimated ancillary charges such as airport parking, rental car, etc. - Reimbursement for mileage is prohibited between place of residence and assigned place of work. - Mileage should be calculated from an employee's regular place of work or residence, whichever is the shorter distance when traveling to a meeting, conference, or seminar. - When more than one employee travels in the same vehicle, only the driver may claim mileage reimbursement. - To be reimbursed for the use of a personal vehicle, travelers must provide the following information on their expense report, per IRS guidelines: date, location traveled to and from, purpose of travel and number of miles traveled. - Airport parking fees are limited to \$15 per day (ABIA economy lots are least expensive). - Tolls and parking fees, if reasonable, are reimbursable. Receipts are required for reimbursement of parking fees. If a receipt is not obtainable, then written documentation of the expense must be submitted for reimbursement. - It is the responsibility of the employee to keep track of mileage. - Employees assigned to a County vehicle are not eligible for mileage reimbursement. - Operating and maintenance expenses, as well as other personal expenses (such as parking tickets, traffic violations, car repairs and collision damage) are not reimbursable.

Expenditure Guidelines

Type	Policy												
Lodging	• Third party reservation sites are prohibited as these expenses and taxes are not itemized, may include hidden booking fees, and generally do not provide cancellation policies. • Lodging expenses are reimbursed only if travel is beyond a 45-mile radius from the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626. • Government rate or least expensive rate should be requested at all times. • The group room rate for a conference is considered the least expensive rate. If the group room rate becomes unavailable, the employee must seek an alternate hotel which does not exceed this rate unless pre-approved by the County Auditor. Proof of the conference group rate must be submitted with the hotel charge, or the most the County will allow for a hotel stay is \$300.00/night without taxes and any excess must be paid back by the employee. • Hotel accommodations require an itemized hotel folio as a receipt. • When lodging is shared by two or more employees, the names of the authorized travelers should be noted on the receipt. • Personal telephone charges, whether local or long distance, are not reimbursable. • Single room rate charge plus any applicable tax is reimbursable, no exceptions. • Valet parking is not allowed when self-park is available and accessible at the hotel, unless safety is a concern. • When placing the reservation, only hotel required deposits may be placed on the p-card. The remainder must be paid at time of check out. • No food or beverage charges are allowed on the hotel folio.												
Meals	• Meals are reimbursable only for County business trips that are outside the County with the exception of: • Commissioners Court meetings that extend beyond 1:00 p.m. • Off-site staff development opportunities that are held within the County. • Meal reimbursements are limited as follows: <table border="1"> <thead> <tr> <th>Travel Type</th><th>Daily Meal Reimbursement Maximum</th></tr> </thead> <tbody> <tr> <td>Day-trip (work concluded by 8:00 pm)</td><td>\$25</td></tr> <tr> <td>Day-trip (work extends beyond 8:00 pm)</td><td>\$59</td></tr> <tr> <td>Overnight travel (excluding return travel date, see below)</td><td>\$59</td></tr> <tr> <td>• Day of return (travel concluded by 8:00 pm)</td><td>\$25</td></tr> <tr> <td>• Day of return (travel extends beyond 8:00 pm)</td><td>\$59</td></tr> </tbody> </table> • The reimbursement of meal costs for day-trips will be reimbursed on the employee's paycheck and will be processed as taxable income. • All meals not associated with an overnight stay are taxable. • If an overnight stay occurs out of County, but the stay does not exceed a 45-mile radius from the Historic Courthouse, an employee may claim an amount up to the \$59.00 overnight allowance for meals, lodging will not be reimbursed. • Any meals related to business travel cannot be charged to the p-card except in certain cases, approved in advance by the Auditor. • Meal receipts are not required for per-diem. • Alcoholic beverages are not reimbursed. • If employment duties require traveling to alternate work locations within the County, meals are not reimbursable. • Meals purchased for entertainment/business purposes are not allowed. • Meal reimbursements are paid for County employees only.	Travel Type	Daily Meal Reimbursement Maximum	Day-trip (work concluded by 8:00 pm)	\$25	Day-trip (work extends beyond 8:00 pm)	\$59	Overnight travel (excluding return travel date, see below)	\$59	• Day of return (travel concluded by 8:00 pm)	\$25	• Day of return (travel extends beyond 8:00 pm)	\$59
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• Day of return (travel concluded by 8:00 pm)	\$25												
• Day of return (travel extends beyond 8:00 pm)	\$59												

Expenditure Guidelines

Type	Policy
Continuing Education & Training	• If the County requires an employee to attend a training/certification program directly related to their job description, the County may pay for the full or partial cost of the program including any training materials, exam, or licensing fees. • If the County pays for any portion of the class/training program and other fees, the employee must complete the requirements of the program including passing any exams required or the employee may be required to reimburse the County. • Recertification of any required job-related certifications may be paid for by the County and are limited to two times for each renewal period. • The employee will be responsible for paying any further recertification costs if unsuccessful on the first two attempts and the employee will not be reimbursed. • Employees must have written approval from the Department Head/Elected Official for all second attempts for recertification. • The funds for these items must be available in the departments training budget.
Tuition Reimbursement	• The County may pay for tuition, related to obtaining a degree directly relevant to County business, as defined by the office or department involved, and pre-approved by the County Auditor for full-time employees. • The training course(s) must provide skills and/or knowledge directly related to the job description. • A copy of the job description and the course description must be submitted with the approval request. • The funds for these items must be available in the appropriate department's training budget • If approved, the County will reimburse only the actual number of credits per each course up to a total of 6 credit hours per fiscal year. • After completing the course(s)/testing and achieving a passing grade, per course requirements, employees may apply for reimbursement of 100% tuition or testing fees, not to exceed that which would be payable at a state supported college or university.
Off-Site Staff Development	• Off-site staff development is a period away from normal activities, for the entire department/division or a section of the department/division, to study and receive instruction under a professional trainer or a subject matter expert. • Off-site staff development is limited to twice per fiscal year, per department/division regardless of group selected to receive each training. At least one of the off-site trainings must be at a County facility (Conference Room, Park, etc.). • The total cost for off-site staff development should not exceed the normal and/or customary cost for individual employee training expenses and meal reimbursements should not exceed the daily per-diem rate (per employee). • A list of attendees must be submitted for documentation as required by IRS Publication #463 (a sign-in sheet is required). • An agenda must also be submitted with expenses.
Seminars & Conferences	• All training should be obtained at the closest possible location. • If an employee is registered to attend a training opportunity and is subsequently not able to attend, a County substitute should attend in their place, or a refund shall be requested. • Only job-related training will be approved by the department involved. • An employee can request payment directly to the seminar/conference by submitting a check request form to the Accounts Payable department with proper backup documentation, may take up to 20 days for processing. • Employees will not be reimbursed for registration fees until after the conference/training has taken place. • A receipt is required for all fees related to the conference/training.

Expenditure Guidelines

NON-REIMBURSABLE EXPENSES

Type	Examples
Personal Purchases	• Damage to personal items (clothing, vehicle, etc.). • Personal phone calls. • Laundry services or personal clothing. • Personal doctor bills, prescriptions, and other medical services. • Entertainment, movie rentals, saunas, massages, or exercise facilities. • Baby-sitter fees, personal kennel costs, pet or house-sitting fees. • Expenses incurred by a spouse or other individual accompany you on a business trip.
Meals Food Drink	• Coffee, tea, and other related items used by employees while in the office. • Alcoholic beverages/tobacco products. • Drinking water services. • Refreshments for office parties, retirements, etc. (Excludes Employee Fund Allowable Events).
Travel	• Short-term or valet parking at the airport (other than short-term parking related to prison transports). • Airport parking should not exceed \$15 per day. Economy B-G lots are long-term parking lots at ABIA and are approved for County employee parking. • Non-Airport Parking: Valet service is not an option unless safety is a concern or self-park is not available. • Mileage to/from County functions not related to official County business (ex: retirement party). • Transportation to places of entertainment or similar personal activities. • Excessive weight baggage fees or cost associated with more than two airline bags. • Upgrades to airfare, hotel or car rental.
Miscellaneous	• Expenses related to County Government Week or holiday decorations. • Flowers/Plants. • Greeting, thank you, or holiday cards. • Fines and/or penalties. • Credit card delinquency or service fees. • Lifetime memberships to any association. • Donations to other entities. • Any items or fees that could be construed as campaigning, i.e., Chamber of Commerce or other civic organization dues, mileage, or meals; fees for parade entry; items with elected officials name (other than letterhead). • Sales tax on goods purchased. • Community outreach items exceeding \$5 per item. • Purchases or services directly related to weddings performed by a judge.

Per section 52 of the Texas State Constitution, all items using County Funds must serve a direct benefit to the County. Any non-reimbursable expense or charge on the County Procurement Card must be reimbursed to the County as soon as possible.

Expenditure Guidelines

Type	Policy
Uniforms	Uniform funding may be provided to serve a public purpose i.e. out in the field and for departments/individuals who a) require regular and recurring public contact b) require clear identification to the public or c) where a demonstrated need is created for distinct separation between staff and population i.e. deputy vs. inmate, detention officer vs. population, etc. The following uniform criteria must be met: 1. The uniform item must be required daily wear by the elected official/department head. 2. The uniform must be worn at all times while on duty, required by management as a condition of employment. The uniform may also be worn while traveling directly to or from a location where the uniform is required or while on an authorized meal or other break. The uniform may not be worn at any other time. 3. All uniforms and other County property must be promptly returned if County employment ends. 4. Uniforms are not permitted for employees whose positions do not require them to leave their office to perform their normal daily duties. Nametags are an alternative for times these individuals do need to go to a business function. 5. A departmental uniform policy must be provided to the Budget Office at the time funding is requested to include (but not limited to) quantity of uniforms provided, positions requiring a uniform item, itemization of uniform items and on-going replacement of such items. a. If a department does not have a uniform budget, a line-item transfer cannot be made to the uniform line item (3311) without pre-approval from the Budget Office. b. The Commissioners Court must approve uniform funding for any official, employee, or reserve deputy. 6. Permissible uniform shirts and pants are polo shirts (short sleeve and long sleeve), industrial/uniform work shirts, and uniform/industrial/tactical pants. Anything outside of this style must be pre-approved by the Budget Office. Uniform items must not be easily converted to everyday wear i.e., jeans, t-shirts, blouses, dress shirts (a patch/emblem/logo on the uniform item does not necessarily prevent it from being easily converted). 7. Footwear will only be funded if it is a specialty item required for health and safety i.e., boots for motor units. 8. Funding for outerwear such as jackets and protective gear will only be recommended if an employee's job duties must be performed outdoors on a regular basis and the employee's personal outerwear is not permitted. 9. Shotguns/Rifles will be funded for each deputy if funding is available. Personal glocks/handguns, as well as any associated add-ons to personal handguns, are to be funded/provided by the deputy.
Other Expenses	• A department may purchase small appliances (i.e. microwaves, refrigerators) for the convenience of their employees. • Bottled water and electrolytes may be purchased to provide hydration during hot months for employees working outdoors when it is needed but not accessible. • Only paid receipts will be reimbursed. • For additional details on ineligible expense items refer to the County Budget Order. • If a receipt is unattainable or is lost, a written statement must be submitted for the expense. • Detailed invoices are required for p-card charges. Order confirmations are not acceptable. • Credit card processing fees on p-card transactions shall not exceed \$20.00 per invoice. Any excess must be paid back by the cardholder unless pre-approved by the County Auditor.

Employee Recognition Expenses

- Employee recognition expenses should be nominal in nature and will only be reimbursed up to the amount designated in the Budget Order.
- Employees can be taxed for these items.
- In order to avoid an item being taxable, recognition items must clearly identify the purpose. The following purchases will be allowable:
- Employee Recognition:
 - Plaques, awards, or certificates of recognition for service
 - Plaques, awards, or certificates of recognition for retirement
 - Plaques, awards, or certificates of recognition for exemplary job performance
- Employee requirements:
 - ~~\$60-75~~ for employees with up to 15 years of service
 - ~~\$120-125~~ for employees with more than 15 years of service
 - No reimbursement of sales tax will be allowed.
 - Refer any questions to the Auditor's Office for clarification of purchases in this area prior to incurring expenses.
 - The purchase of gift cards, refreshments, except as indicated in the Budget Order (cakes, drinks, etc.), or meals is not allowable as they are taxable items.

Compensation

Compensation Philosophy

Williamson County strives to be an employer of choice and demonstrates the honor and value we place on working in public service. Accordingly, the County's total compensation policy is to be competitive within the relevant, comparable labor markets by:

- Basing our minimum salaries on the market median
- Recognizing outstanding performance and organizational contributions through the use of the merit pay policy
- Maintaining the public trust in the County's financial stewardship
- Ensuring accountability for compliance with all Federal, State, and local laws, as well as County policies

Salary Study

It is the intention of the Commissioners Court that a comprehensive salary study be conducted for every position classification at least once every three fiscal years. Some positions may be reviewed externally or more often based on factors including high turnover, recruitment difficulty or market demand.

**Changes will not be made outside of the salary study process unless the position fits the reclassification/conversion criteria or there is a change in senior leadership.*

Participant	Role and Responsibility	Policy/Process
Commissioners Court	• The Commissioners Court shall set the amount of compensation, office and travel expenses, and all other allowances for County and precinct offices and employees who are paid wholly from the County funds.	• Sec. 152.011, Texas Local Government Code
Human Resources	• Maintains all official job descriptions. • Works closely with departments/offices to clearly understand structure & how each position fits within the organization. • Identifies positions to be reviewed during the current salary study. • Gathers & analyzes market data. • Provides recommendations to the Commissioners Court.	• The position classifications that have been identified for the study will be presented to Commissioners Court. • An initial presentation & other meetings, as necessary, will occur between HR & participating departments/offices throughout the salary study. • Job descriptions & job analysis tools will be reviewed and/or updated prior to data collection. Job Analysis Tools will only be required for conversions/reclasses. Minor updates may be made to existing job descriptions. • Requests will be sent to the identified market entities (see Market below). • Data received will be analyzed & compiled. • Pre-recommendation meetings will occur between HR & department/offices. • Recommendations will be presented to Commissioners Court. • Departments/offices that wish to address Commissioners Court would place an item on the agenda through the normal process. • Job descriptions will be finalized. • All changes will be effective in the new fiscal year following Commissioners Court approval.
Departments / Offices	• Each department/office will select a designated point of contact. • Works closely with HR to ensure that the organization structure and positions are fully understood.	• Attends meetings throughout the process. • Completes job analysis tools as needed.
Market (Based on population, entity structure and/or geographic location)	• Provides substantiated market data for the identified positions.	<u>Counties used for the study will be:</u> Bell, Brazoria, Hays, Montgomery, Fort Bend, Denton, Collin & Travis <u>Cities used for the study will be:</u> Cedar Park, Georgetown & Round Rock For L Chart only:

		<u>Cities used will be:</u> Georgetown, Cedar Park, Round Rock, Leander, and Hutto. For C Chart only: Counties used will be: Hays, Travis, and Burnet. *This list may be amended as needed based on unique attributes of some position classifications
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Salary Study Findings

Human Resources is responsible for conducting the salary study and making recommendations to Commissioners Court based on the findings. Recommendations require Commissioners Court approval for implementation.

Recommendation	Policy/Process
Title Change	• A title change may be recommended when it is determined that a new title would better reflect the required job duties, responsibilities and/or market standards. • Some job titles are unique and therefore can only exist in the departments/offices that manage the services of those position types (example: the position title "Corrections Deputy" can only exist within the Sheriff's Office).
Pay Grade Increase	• Pay grade increases may be recommended when the salary study data indicates that the current minimum salary is below market median. • Employees moving up in pay grade will be adjusted to the minimum of the new grade, if current salary is a lesser amount.
Pay Grade Decrease	• Pay grade decreases may be recommended when the salary study data indicates that the current minimum salary is above market median. • An employee with a current salary that is above the new pay grade maximum will not receive a reduction in pay, however, merit eligible positions will be limited to a lump-sum merit. • When the position is vacated, the new offer cannot exceed the pay grade maximum and other hiring policies apply.
FLSA Exemption Status	• Fair Labor Standards Act (FLSA) exemption status will be updated when it is determined that the position is currently misclassified, as required by law. • The update will occur at the beginning of the next pay period following the determination for any position that must be changed from exempt to non-exempt and as determined most appropriate for a change from non-exempt to exempt. • Compensatory time will be paid at the time of the update for positions changing status from non-exempt to exempt.

Compensation

Pay Frequency and Work Week

- Payday is every other Friday, or the last business day prior to any holiday that falls on a Friday.
- A pay period consists of two weeks' pay ending on the Thursday of the week preceding pay day.
- The official work week for County departments is 12:00 a.m. Friday to 11:59 p.m. Thursday unless otherwise notified.
- The official work week for the 911 Emergency Communications Department is 6:00am Friday to 5:59am the following Friday.
- The payroll calendar is located on the Auditor's Portal.

Payroll Corrections

Underpayment: Any underpayment in compensation for 16 hours of regular pay (excludes OT or supplemental pay) or less will be processed on the following pay cycle.

Overpayment: No employee is entitled to retain any pay in excess of the amount he or she has earned according to the agreed-upon rate of pay. If an employee has been paid in excess of what he or she has earned, the employee will need to return the overpayment to the County as soon as possible. Any overpayment will be regarded as an advance of future wages and absent repayment, will be offset in whole or in part from the next available paycheck(s) until the overpaid amount has been fully repaid. Each employee will be expected to sign a wage authorization agreement to acknowledge the amount and provide for the offset.

Deductions: Every effort is made to apply deductions accurately. If you have any questions about insurance/benefits deductions, contact the HR Benefits Department. If you have questions about any other deductions from your pay, please contact the Audit/Payroll Department immediately.

Discrepancies: If your pay does not accurately reflect all hours worked, you should report your concerns to Human Resources. Every report will be fully investigated and corrective action will be taken. In addition, the County will not allow any form of retaliation against individuals who report alleged violations of this policy.

Pay Schedules (Pay Charts)

Williamson County has multiple pay schedules that cover all classified positions. These pay schedules are approved by the Commissioners Court. For more information on current pay schedules refer to the internal Human Resources website.

Timeline for Compensation Changes

Salary study changes, approved COLA's, annual tenured based LE and C step increases, and any other compensation changes approved during the annual budget processes are effective the first full pay period in October each fiscal year.

If merit is allocated through HR driven bulk upload, reviews should be completed and merit keyed on the HR-provided spreadsheet. Merit can also be allocated through Oracle and entered by the department throughout the year after the bulk upload until early August.

Compensation

Court Reporters

Employment Status

Court Reporters are non-exempt employees of the County who perform primary duties for the Court and also may have secondary independent contractor jobs preparing transcripts. In this second statutory role, who ordered the transcript and when the transcript is prepared dictates whether the Court Reporter is paid wages for time worked or paid by the page for producing the transcripts.

Work Hours

When Court Reporters are working for the Court, recording and reading back court proceedings, attending court hearings, or preparing transcripts for the Court at work or on special assignment by the Court, these are hours worked that must be recorded. An example of “on assignment by the Court” includes instances where the Court Reporter is required to perform duties at the direction of the Court in another location, or when the Court instructs the Court Reporter to work away from the Court House to complete a transcript for the Court.

Court Reporters are required to accurately record actual time worked for the Court, including time when they are required to be at the Court or at any other designated place to perform work. Any hours worked beyond forty hours in the work week shall be compensated with compensatory leave, pursuant to the County’s policy. Vacation leave, sick leave, compensatory leave or holiday leave must be used for any scheduled work time missed during the pay period.

Transcripts Prepared For or Paid By the Court/State/or Local Government

Transcripts (1) prepared for the Court, any judge, another court, County Attorney, District Attorney, Attorney General, State, State Agency, Public Defender, or any other public entity or person, or (2) paid for by the County for a public entity or private attorney, are subject to the following rules:

- **Transcripts Prepared During Working Hours**
Transcripts prepared for the public entities and persons listed above as a part of the Court Reporter’s daily or assigned duties during work hours shall be paid their salary wages for all hours worked, but no additional pay per page of transcripts prepared at work.
- **Transcripts Prepared Outside of Hours Worked**
Transcripts prepared for the public entities and persons listed above, by the Court Reporter on his or her own time and outside of any other work for the Court (i.e. attending, recording and reading back court proceedings), shall be paid the maximum established per page rate for transcripts established by the Court, or State, as may be applicable, for such transcripts prepared by the Court Reporter. Time spent preparing transcripts for these parties outside of work, on the Court Reporter’s own time, is not considered time worked and no salary wages or overtime will be paid in relation to this time.
- **Private Paid Transcripts**
Private paid transcripts are ordered by third parties such as attorneys, media, etc. Preparation of transcripts, including any portion thereof, for private paid clients cannot be conducted during the normal work hours or utilizing County equipment, office space or supplies. This is an independent contractor relationship between the Court Reporter and the third-party client, and the production of the transcript must be performed outside of hours the Court Reporter performs work for the Court. The fees and collection of payment for these transcripts shall be freely negotiated between the Court Reporter and the third party client, and are not set by the judge who presided over the proceedings.

Compensation

The chart below indicates the policies related to pay increases and decreases due to position changes, vacancies and/or merit. All changes are contingent on budgeted fund availability. Any funds remaining in a department's merit line item will roll over each budget year unless otherwise determined by the Court. Any request outside of these policies will require the approval of Commissioners Court. The effective date for salary and/or position changes will-should be scheduled to align with the first day of the pay period. Contact Human Resources regarding ~~the recommended effective date for position changes~~ exceptions for further review.

Salary/Position Changes

Type	Description/Policy	Pay +	Pay –	Approval Process	Additional Information
Merit	- Merit funding can only be used for performance pay increases. - Merit is awarded based on job performance which is evaluated by the applicable department head or elected official. Therefore, an employee must receive a performance evaluation in order to be eligible for a merit increase. - An employee is eligible for merit after 90 days in their current Position Control Number (PCN). <u>For cases involving unique circumstances, department leadership may contact HR to request approval.</u>	Max of 7% per employee, per budget year* authorized as a merit percentage amount and added to their annual salary. If an employee reaches the maximum of their grade, a lump sum may be issued.	N/A	- Oracle workflow required. - Each processing period will have a cut-off date. - Employee must have completed 90 days of employment by that date. - A line-item transfer form must be submitted in addition to the workflow. - Merit can only be transferred out of the merit line item. - Merit is not transferrable between positions.	- District Court Reporters, Elected Officials, Director of Juvenile Services, County Auditor, Positions on the LE and C Charts are not eligible for merit increases. - Merit for small departments with 4 or fewer merit-eligible employees who do not roll up to a department with an 8000 account, will be granted merit at 1% higher than the amount approved by the Commissioners Court not to exceed 5%. (i.e. if the Court approves merit at 3%, the small departments will receive 4%) - Verification of evaluation required.
Position Salary Surplus	- Cannot be used for merit increases. - Cannot be requested to be moved between positions outside of November 1 through February 15.	Refer to filling a vacancy, promotion and/or reclassification policies.	N/A	Refer to filling a vacancy, promotion, and reclassification policies.	Contact HR for additional requirements.
Filling a Vacancy	When a current employee separates from employment or position. Applies to B Chart only.	A vacant position may be filled with a salary up to 15% above the minimum of the pay grade, See promotion for current employees	N/A	Oracle Workflow Required	The maximum salary for a position cannot exceed the budgeted annual salary even if the full amount may not be used during the budget year due to the position being vacant for part of the year (i.e. budgeted salary = \$30,000, position vacant 6 months = \$15,000 not used, when filled the maximum salary cannot exceed \$30,000 even though \$15,000 is unused).
Retention	An increase in pay that is awarded to an employee, as an incentive to retain them in their current position, when the employee has received a bona-fide job offer from another department or employer or there is a high risk that the employee will be recruited or seek employment for a similar position with another employer or department with a higher salary.	Maximum of 10% above the current salary*.	N/A	- Approval by Commissioners Court; public hearing required if additional funding is needed. Change will be effective on the first pay period after Court approval. - Oracle workflow required. - Verification required.	Contact HR for additional requirements.

Compensation

Salary/Position Changes

Type	Description/Policy	Pay +	Pay –	Approval Process	Additional Information
Certification Pay	Certification pay will be paid to eligible Telecommunicators who hold a full-time position in the Communications department with the County. Payment for an entire fiscal year beginning on October 1st will be based on the level of certification held as of September 15th of the preceding fiscal year. For new hires, certification pay will be paid based on certification level at the date of hire. Certification pay does not transfer with an individual employee who leaves a Telecommunications position to accept another position.	\$50 per month for Intermediate Certification; \$100 per month for Advanced Certification. \$150 per month for Masters Certification - This pay must be added into the regular rate of pay when calculating overtime. - Certification pay may move with the employee to accommodate promotions/ position changes within the department.	N/A	Oracle Workflow Required	Must submit a TCOLE document to the Human Resources Department. Funding must be available.
Career Ladder Advancement	A department with an approved career ladder may advance employees according to the parameters established in the career ladder documentation. Must be approved during the annual budget process, or between November 1 and February 15.	- Based on the steps in the chart or career ladder approved by Commissioners Court. - No additional funding is allocated for career ladders. Surplus salary dollars must exist within the departmental budget. - Maximum 10% above current salary.	Based on the steps (when appropriate)	Submission of request through budget software or during Nov 1 - Feb 15 timeline, with backup documentation.	Documentation of each position that will advance along with the approved career ladder plan <u>is required at the time of request submission</u> . Contact the HR department for additional rules.
Promotion	- When a current employee is hired into a different position with a higher pay grade. - No additional pay increases in the first 12 months with the exception of merit, <u>retention, or additional promotion</u>.	Max 15% above minimum of the pay grade, or 10% above current salary, including overtime average, whichever is greater (Cannot exceed maximum of pay grade or budgeted amount for position)	N/A	- Oracle workflow required. - HR will partner with Payroll and provide an overtime rate.	Promotions and Merit cannot be processed during the same pay period.
Demotion	When a current employee is hired into a position with a lower pay grade or is demoted to a lower pay grade.	N/A	Maximum decrease to the minimum of the new pay grade.	Oracle workflow required.	- Written justification required. - Salary may remain the same if within the new pay grade. - Demotions within 90 days in Position Control Number (PCN) will revert to prior pay rate. - Contact Human Resources for further information.
Lateral Moves	When an employee moves to <u>another new or like</u> position with the same grade.	Can utilize money on <u>a new-vacant</u> position up to 15% over minimum of the grade or employee's current salary, if higher.	Can utilize money on new position up to 15% over minimum of the grade or employee's current salary, if higher.	Oracle workflow required.	Contact HR for additional requirements.

Compensation

Salary/Position Changes

Type	Description/Policy	Pay +	Pay –	Approval Process	Additional Information
Shift Transfer	- Current employee is transferred to a different shift with a higher pay grade. - Viewed as lateral move.	Cannot exceed max of pay grade or budgeted amount on the position.	N/A	Oracle workflow required.	
Reclassification	A change in one or more positions which impacts the organization chart of the department or elected office as a result of one of the following: - A position conversion is a significant change (defined as 40% or more) to the job description that includes the addition or deletion of significant duties and/or responsibilities. Will include title, grade, and/or FLSA status change. If the conversion results in a position change that is not consistent with the original intent of the position, it will be reviewed by the Budget Office. - A minor reclassification (less than 40%) cannot occur outside of the Salary Study process, with the exception of changes that are due to turnover in a key position (elected/appointed official, department head or director) or a change to FLSA status as determined by HR. - Submission of reclassification request through the budget software or HR Sharepoint, as determined by the type of request with back-up documentation. A position can only be reviewed for reclassifications during the annual budget, or between November 1st and February 15th.	Civilian positions: Minimum of the pay grade or up to 10% above current salary as determined appropriate during the approval process. L and C chart: Minimum of the pay grade or up to same step of current employee's tenure if slot is filled.	Maximum decrease to the minimum of the new pay grade.	Human Resources will review all reclassification requests and recommended changes will be placed on the Commissioners Court agenda for approval. *May require a public hearing	Support documentation required: Current job description(s), current ORG chart, proposed job description, proposed ORG chart and justification for review (i.e. turnover, added duties, etc.).
*15% maximum annual (budget year) increase per employee (includes retention, merit, re-organization, and reclassification; does not include promotions, career ladder advancements or salary study changes). Multiple pay changes cannot be processed within the same pay period.					

County Longevity Pay

(Excludes Sheriff's Office Commissioned Deputies – Law Enforcement and Corrections)

County longevity pay is based on an individual employee's length of service with Williamson County. Service time with other entities is not recognized.

- County longevity is paid biweekly and begins with the pay period following the completion of five years of employment.
- Full-time employees will accrue the following per pay period:
 - \$24.00 per pay period after five years of employment
 - \$48.00 per pay period after ten years of employment
 - \$72.00 per pay period after fifteen years of employment
 - \$96.00 per pay period after twenty years of employment
 - \$120.00 per pay period after twenty-five years of employment
- Part-time employees will no longer be eligible for County longevity effective November 18, 2016.

Statutory Peace Officer Longevity Pay

Exclusive to Sheriff's Office Commissioned Deputies – Law Enforcement and Corrections

Section 152.074, Texas Local Government Code, provides for longevity pay to eligible commissioned deputies of the Williamson County Sheriff's Office ("the Sheriff's Office"). Commissioned deputies of the Sheriff's Office accrue longevity in accordance with Section 152.074(a), Texas Local Government Code, at the rate of \$5 per month for each year of service with the Sheriff's Office (up to a maximum of 25 years). Statutory Peace Officer Longevity Pay only applies to commissioned deputies in both the law enforcement and corrections bureaus of the Sheriff's Office. Calculation of years of service includes all years of service as a commissioned deputy with the Sheriff's Office regardless of any gaps in service.

Statutory Peace Officer Longevity Pay begins following the completion of one year of employment with the Sheriff's Office as a commissioned deputy.

The provisions for Sheriff's Office Longevity Pay are set by state statute and are subject to change by legislative amendment. Should any terms in this section and Section 152.074, conflict, the provisions of Section 152.074, Texas Local Government Code, shall control.

Statutory Peace Officer Longevity Pay is paid bi-weekly. Unless otherwise specified, any provisions in this manual pertaining to County Longevity Pay are not applicable to Statutory Peace Officer Longevity Pay.

Statutory Prosecutor Longevity Pay

Chapter 41, Texas Government Code, provides for longevity pay to eligible assistant district attorneys and assistant county attorneys ("assistant prosecutors"). Prosecutor Longevity Pay is available only to the extent the County receives funding from the state comptroller, as provided by Section 41.255(d), Texas Government Code. See Chapter 41 for the complete terms and conditions for Prosecutor Longevity Pay.

Assistant prosecutors are eligible for Prosecutor Longevity Pay if the assistant prosecutor:

1. is a full-time employee on the last day of the state fiscal quarter;
2. is not on leave without pay on the last day of the state fiscal quarter; and
3. has accrued at least four (4) years of lifetime credit not later than the last day of the month preceding the last month of the state fiscal quarter.

The provisions for Prosecutor Longevity Pay are set by state statute and are subject to change by legislative amendment. Should any terms in this section and Chapter 41 conflict, the provisions of Chapter 41, Texas Government Code, shall control.

Prosecutor Longevity Pay is paid quarterly, subject to receipt of the funds from the state comptroller. Employees receiving Prosecutor Longevity Pay may also be eligible for County Longevity Pay based on its requirements.

Compensation

Tenure Pay Scale Compensation Policies

Positions will be included on the Tenure Pay Scale as determined appropriate by the Human Resources Department and the Elected/Appointed Official. Approval by Commissioners Court is required. All policies below are contingent on available budget or available position budget, depending on the time of year. Years of service are based on continuous service (with no break of more than 90 days as a regular employee in an approved tenure pay scale position in the Sheriff's office, the offices of the County Attorney or District Attorney, or in any Constable's office. Employees transferring between these departments may receive credit for their current step based on available budget and the approval of the hiring department and/or Commissioners.

Tenure Salary/Position Changes

- Funding is approved by the Commissioners Court during the annual budget process.

Type	Policy	Pay + Pay –	Approval Process	Additional Documentation
Annual Step/Tenure Progression	Employees in tenure positions move from one step to the next on the first day of the first full pay period in October of each year, subject to funding by the Commissioners Court. Employees with less than six (6) months of service as of the first full pay period in October will advance to the next step after six (6) months of service at Williamson County. Step/tenure progression ends at the top step of each position rank.	See Tenured Pay Chart	Oracle workflow required	May be required
Promotion	When a current employee is promoted to a higher-ranking position, the tenured grade step is based on years of service, provided budget availability.	See Tenured Pay Chart	Oracle workflow required	May be required
Demotion	When a current employee is demoted to a lower ranking position, the tenured grade step is based on years of service.	See Tenured Pay Chart	Oracle workflow required	May be required

Compensation

Tenure Salary/Position Changes

- Funding is approved by the Commissioners Court during the annual budget process.

Type	Policy	Pay + Pay –	Approval Process	Additional Documentation
Certification Pay	Certification pay will be paid to non-elected commissioned peace officers and eligible corrections officer (County Jail) who hold a full-time active-duty position in a law enforcement or corrections capacity with the County. Payment for an entire fiscal year beginning on October 1st will be based on the level of certification held as of September 15th of the preceding fiscal year. For new hires, certification pay will be paid based on certification level at the date of hire. Certification pay does not transfer with an individual employee who leaves a corrections officer position to accept a law enforcement position, nor does it transfer with an individual employee who leaves a law enforcement position to accept a corrections officer position except when the corrections officer position is that of a Bailiff.	- Law enforcement officers: \$50 per month for Intermediate Certification; \$100 per month for Advanced Certification; \$150 per month for Masters Certification. This pay must be added into the regular rate of pay when calculating overtime. - Corrections officers: \$50 per month for intermediate certification; \$100 per month for Advanced Certification; \$150 per month for Masters Certification. - This pay must be added into the regular rate of pay when calculating overtime. - Certification pay may move with the employee to accommodate promotions/position changes within the department.	Oracle workflow required	Must submit a TCOLE document to the Human Resources Department. Funding must be available.
Filling a Vacancy	All personnel newly hired from outside Williamson County for positions subject to tenure chart at the first pay increment for the position for which they are hired, unless they qualify for a prior service credit.	Credits for Prior Service may apply. See Prior Service Credit.	Oracle workflow required	Must submit a TCOLE document to the Human Resources Department. Funding must be available.
Prior Service Credit	Qualified law enforcement applicants and current officers can receive prior service credit.	- Maximum amount for external hire is current funding on vacant position. - Prior service credit is only granted at original date of hire or when an existing employee receives a promotion.	TCOLE service verification must be submitted.	TCOLE Service Verification required.
Transfer from Law Enforcement to Corrections	Law enforcement officers who transfer from the law enforcement division to the corrections division will be placed at the pay increment corresponding to their time of continuous tenured service (with no break of more than 90 days in both corrections and law enforcement with Williamson County, if the proper Corrections certification is obtained.)			

Non-Discrimination and Anti-Harassment

Williamson County strives to be an employer of choice and endeavors to provide an optimal work environment and experience for County employees, free of discrimination and harassment.

Non-Discrimination

Protections against discrimination provided to employees under state and federal law are detailed in the table below. These protections and the expectation of compliance apply to all employees and officials, regardless of their position. Contact Human Resources for more information.

Employment Law	Coverage	References
Title VII, Civil Rights Act (1963)	Prohibits employment discrimination based on race, color, religion, sex or national origin.	View EEOC Know Your Rights: Workplace Discrimination is Illegal poster here
Civil Rights Act (1991)	Provides amendments to 1963 Act to strengthen civil rights laws and deter unlawful harassment and discrimination in the workplace.	
Equal Pay Act (EPA)	Protects against sex-based wage discrimination for performance of substantially the same work in the same establishment.	- The EPA is an amendment within the FLSA, under enforcement of the EEOC - View EEOC information on Equal Pay and Compensation Discrimination here - View FLSA Employee Rights poster here - See related policies in Employment and Compensation sections within this policy manual
Fair Labor Standards Act (FLSA)	Establishes minimum wage, overtime pay, recordkeeping, and youth employment standards.	
Age Discrimination in Employment Act (ADEA)	Provides protection against discrimination in employment for employees 40 years of age or older.	See information on age discrimination on the Department of Labor (DOL) website here
Americans with Disabilities Act (ADA, 1990) Americans with Disabilities Act Amendments Act (ADAAA, 2008)	Prohibits discrimination in recruitment, hiring, training, promotion, and compensation based on candidate or employee disability. Requires employers make reasonable accommodation to the known limitations of otherwise qualified individuals with disabilities, unless the accommodation will cause the employer an undue hardship.	- Information and resources can also be found at ADA.gov - A Reasonable Accommodation Request Form may be submitted online here
Pregnant Workers Fairness Act (PWFA)	Requires employers to provide reasonable accommodations for limitations related to pregnancy, childbirth, or related medical conditions, unless the accommodation will cause the employer an undue hardship.	- View PWFA poster here - View tips for Tips for Asking for Reasonable Accommodation here - A Reasonable Accommodation Request Form may be submitted online here
<u>Providing Urgent Maternal Protections for Nursing Mothers Act (PUMP Act)</u>	<u>Under the FLSA, the Department of Labor (DOL) established that eligible nursing workers are entitled to reasonable break time and a private space to pump at work for up to one year after their child's birth. Protects the nursing worker from penalties in performance metrics and evaluations for lactation breaks.</u>	<u>Designated space may not be a bathroom, and must be shielded from view and free from intrusion</u> <u>Non-exempt employees may not perform work if clocked out for their break</u> <u>View PUMP Act Protections here</u>

Employment Law	Coverage	References
Genetic Information Nondiscrimination Act (GINA)	Protects individuals against employment discrimination based on genetic information, such as genetic test results and family medical history.	View a fact sheet on GINA here
Creating a Respectful and Open World for Natural Hair (CROWN) Act	Prohibits discrimination in employment, education, and housing based on hair texture or protective hairstyles associated with race.	See information on the Crown Act at the Anti-Defamation League (ADL) website here
Uniformed Services Employment and Reemployment Act (USERRA)	Protects the job rights of individuals who voluntarily or involuntarily leave employment positions to undertake military service.	- View USERRA poster here - See Civil Leave policy for guidance on military leave request - See FMLA Military Exigency and Caregiver policy sections related to deployment or servicemember injury of a qualifying family member
The Texas Whistleblower Act	Provides protection for public employees who report violations of law by their employer. An employer may not suspend, terminate, or take other adverse personnel action against a public employee in retaliation to a report under the Act.	- See Texas Legal Code, Chapter 554 Protection for Reporting Violations of Law - Visit www.whistleblowers.gov

Anti-Harassment

Harassment is prohibited by law and is not tolerated by Williamson County. Prompt and appropriate action will be taken in response to complaints, reports or knowledge of violations of this policy.

Anti-Harassment	
Definition of Harassment	Harassment is defined as repeated, unwelcome conduct that is based on race, color, religion, sex (including sexual orientation, gender identity, or pregnancy), national origin, age (40 and older), disability, or genetic information (including family medical history), or in retaliation for filing a charge or participating in an investigation or proceeding under one of the above-mentioned employment laws. Actions that constitute harassment may include any unwelcome conduct that belittles, shows hostility, or ridicule, when such conduct is so severe or pervasive that it unreasonably interferes with an individual's work performance and creates an intimidating, hostile or offensive work environment.
Sexual Harassment	Sexual harassment is prohibited and is an unlawful employment practice in violation of Title VII of the Civil Rights Act of 1964. Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when: - Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment. - Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or such conduct has the purpose or effect of unreasonably interfering with an individual's performance or creating an intimidating, hostile, or offensive work environment. - Off-duty actions may constitute sexual harassment.

Examples of Sexual Harassment	• Unwelcome sexual advances, propositions, sexual comments or suggestive or lewd remarks. • Physical assaults or other physical conduct of a sexual nature, including unwanted hugs or touches. • Sexual displays or publications anywhere in the workplace, including derogatory or pornographic posters, pictures or drawings.
Other Types of Harassment	• Verbal: includes insults, slurs, name-calling, offensive remarks, jokes, and profanity. • Visual: can consist of sending or displaying offensive images or messages. • Physical: blocking movement, threats of harm, intimidating gestures, or assault.
Employee Responsibility	Each official, department head, supervisor, and employee has the responsibility to maintain a work environment free of such harassment and to report or file a complaint as soon as possible. Officials and employees involved in a sexual harassment situation are required to cooperate in any investigation that occurs.
Harassment Reporting	Employees who believe they have been sexually harassed should report their complaint immediately. Verbally inform one of these individuals: • Their supervisor • The next level of management above their supervisor • The Human Resources Department All harassment complaints received by any elected official, department head, or supervisor must be immediately reported to Human Resources. All complaints will be investigated. Violations may result in disciplinary action up to and including termination of employment.
Disciplinary Measures	Where an investigation reveals that allegations of unwelcome harassment are true, appropriate remedial action, including discipline, will be taken. All disciplinary measures will be implemented promptly and shall be commensurate with the person's conduct. The remedies vary depending on the entire facts and circumstances found by the investigation.
Retaliation	Retaliation against public employees who report official wrongdoing, including harassment, is prohibited. An employee who reports a violation of the law to an appropriate law enforcement authority cannot be wrongfully suspended or terminated, or otherwise discriminated against or harassed by the County or an Elected Official.

Employee Responsibilities

Personal <u>Professional</u> Conduct		
Type	Policy	
Tobacco Free Workplace Policy	Williamson County is a tobacco free workplace. The use of tobacco products (e.g., cigarettes, cigars, pipes, snuff, chew, etc.) and Electronic Nicotine Delivery Systems (ENDS) (e.g., vapor, e-cigarettes, etc.) is prohibited on all Williamson County premises <u>and vehicles</u> . Employees who violate this policy are subject to appropriate disciplinary action up to and including termination of employment.	
Drug Free Workplace Policy	Williamson County is committed to <u>maintaining a safe, healthful, and productive workplace</u>. <u>The unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, illegal drug, or alcoholic beverage is prohibited in the workplace. An employee who is convicted of any criminal drug statute for a violation occurring in the workplace shall notify their elected official, appointed official, or department head and Human Resources no later than five (5) days after such conviction.</u> <u>Adherence to this policy is a condition of employment and employees who violates this policy may be subject to disciplinary action, up to and including termination of employment. Information regarding the available drug and alcohol counseling and rehabilitation can be obtained from the County's Employee Assistance Program (EAP).</u> In compliance with Federal and State laws pre-employment, random and post-accident (or near accident) drug and/or alcohol testing may be required for potential or current employees in positions that are mandated by law. Additionally, drug and/or alcohol testing may be required for positions identified as safety sensitive or for reasonable suspicion. Reasonable suspicion includes the report of observation of drug/alcohol use or the suspicion of such, determined by the employee's supervisor. The supervisor must then consult with the Human Resources Department. <u>Definitions:</u> <u>"Illegal drugs" include, but not limited to, marijuana, cocaine, phencyclidine (PCP), opioids, and amphetamines.</u> <u>"Controlled substances" include schedules I through V of 21 U.S.C. § 812.</u>	
Drug and Alcohol Testing Policy	Refusal	Refusal to submit to a drug <u>or alcohol</u> test, <u>failure to cooperate, or tampering or interfering with the collection process</u> may result in immediate termination of employment.
	Positive Results	
	<u>Employees with a positive test result shall be immediately removed from duty, suspended without pay, and may be subject to immediate termination, if determined appropriate based on factors related to the matter (i.e. safety concerns, job performance, etc.). A blood alcohol concentration (BAC) of 0.04 or greater is considered a positive alcohol test, however, employees may be prohibited from working if they have a BAC of 0.02 or greater.</u>	
	Pre-Employment	An applicant with a confirmed positive drug test will not be hired and cannot be considered for employment for a period of one year after the confirmed positive result.
	Random	<u>Positions that have an impact upon the safety of others, may be subject to random drug testing. Please contact the Human Resource Department for a list of safety impact positions subject to random drug testing.</u> <u>First Offense—An employee with a confirmed random positive drug/alcohol test will be required to attend drug/alcohol counseling/treatment at their own expense and provide documentation of completion. Failure to attend and complete counseling/treatment will result in immediate termination of employment. Once documentation is provided a determination of continued employment will be made by the Department and Human Resources.</u>

		<u>Subsequent Offenses</u>—Any employee with a confirmed random positive drug/alcohol test will be subject to random testing on a frequent basis if re-instated after initial completion of treatment. Further positive test results will result in immediate termination. <u>Post-Accident/Near Accident</u>—Any employee with a confirmed post-accident drug/alcohol test will be terminated immediately.
	Reasonable Suspicion	<u>Williamson County reserves the right to require an employee to undergo a drug and/or alcohol test if reasonable suspicion exists that the employee has unlawfully used a controlled substance, illegal drug, and/or is working while under the influence of alcohol.</u> <u>First Offense</u>—An employee with a confirmed reasonable suspicion positive drug/alcohol test will be required to attend drug/alcohol counseling/treatment at their own expense and provide documentation of completion. Failure to attend and complete counseling/treatment will result in immediate termination of employment. Once documentation is provided a determination of continued employment will be made by the Department and Human Resources. <u>Subsequent Offenses</u>—Any employee with a confirmed reasonable suspicion positive drug/alcohol test will be subject to random testing on a frequent basis if re-instated after initial completion of treatment. Further positive test results will result in immediate termination. <u>If an employee feels that they may have a drug or alcohol problem, they may contact Human Resources or the Employee Assistance Program for information on available resources.</u>
	<u>Second Chance Program</u>	<u>In limited circumstances, at the discretion of an Elected Official or Department Head and in consultation with the Human Resource Department, an employee may be granted the opportunity to maintain employment after a positive test result under the following restrictions:</u> <u>First Offense – An employee with a confirmed random or a confirmed reasonable suspicion positive drug/alcohol test will be immediately suspended without pay and will be required to attend drug/alcohol counseling/treatment at their own expense and provide documentation of completion. Failure to attend and successfully complete counseling/treatment will result in immediate termination of employment. Once documentation is provided, a determination of continued employment will be made by the Department and Human Resources. If re-instated, the employee will be subject to random testing on a frequent basis.</u> <u>Subsequent Offenses – Further positive test results will result in immediate termination.</u> <u>Post-Accident – Any employee with a confirmed post-accident drug/alcohol test will be terminated immediately and not eligible for the Second Change Program.</u>
	<i>If an employee feels that they may have a drug or alcohol problem, they may contact Human Resources or the Employee Assistance Program for information on available resources.</i>	

Personal Professional Conduct

Type	Policy
Arrest/Criminal Conviction	Employees are required to report arrests, convictions and changes in the status of any criminal proceedings immediately to their supervisor and department head or elected official. Failure to notify the appropriate authority may result in immediate termination.
Political Activity	Employees are encouraged to vote and to exercise other responsibilities of citizenship consistent with state and federal law and these policies. Employees are not required to contribute to any political fund or render any political service to any person or party. Employees will not be dismissed, suspended, demoted, or otherwise prejudiced for refusing to do so. Employees may <u>not</u>: • Use official authority or influence to interfere with, or affect the result of, an election or nomination for office. • Directly or indirectly coerce, attempt to coerce, command, or advise a local or state officer (or employee) to pay, lend, or contribute anything of value to a party, committee, organization, agency, or person for a political purpose. County employees, except elected officials, may not participate in political activities while on County duty. Employees are expected to remove County uniforms and identification, including rank and/or title, before participating in a political activity. In addition, no County-owned property, vehicle, building, and/ or office may be used for displaying campaign materials or for conducting any partisan political activity. This section does not apply to the use of the Courthouse, Courthouse grounds or County buildings when used for the purpose of political announcements approved by Commissioners Court.
Solicitation	Persons not employed by Williamson County may not solicit or distribute literature in the workplace at any time for any purpose. Williamson County recognizes that employees may have interests in events and organizations outside the workplace; however, may not solicit or distribute literature concerning these activities during working time. (Working time does not include lunch breaks, or any other periods in which employees are not on duty.) In addition, the posting of written solicitations is limited to County bulletin boards. An employee should check with the department head or elected official for approval. Solicitations using electronic systems, including County email, are prohibited and subject to the Electronic Systems Acceptable Use Policy .
Attendance	Employees are expected to be at work, on time and to complete their scheduled shifts. Employees that miss three consecutive shifts without notification will be separated from employment and considered to have resigned without notice.
Gifts/Gratuities	The Texas Penal Code Section 1.07(a)(41) and Texas Penal Code 36 include specific definitions and details regarding gifts, gratuities and bribery for public servants. A public servant means a person elected, selected, appointed, employed, or otherwise designated as one of the following (even if they have not yet qualified for office or assumed duties): • An officer, employee, or agent of government. • A juror or grand juror. • An arbitrator, referee, or other person who is authorized by law or private written agreement to hear or determine a cause or controversy. • An attorney at law or notary public when participating in the performance of a government function. • A candidate for nomination or election to public office. • A person who is performing a governmental function under a claim of right, although they are not legally qualified to do so. It is the responsibility of the employee, officer, or agent of the government to read and understand all aspects of the Texas Penal Code Section 1.07 and Texas Penal Code 36 that relate to gifts, bribery and acceptance of honorarium.
Outside Employment	Outside employment is acceptable, as long as it is outside the hours they are scheduled to work for the County. Also, as long as such employment does not violate state laws concerning abuse of office or employment, interfere with normal duties, and does not constitute a breach of ethics or conflict of interest.
<u>Intimate and Personal Relationships</u>	<u>Intimate and Personal Relationships between a Supervisor and a Supervisee are at high risk of being or becoming unwelcomed and perceived or experienced by the Supervisee and other subordinate employees as harassment, bullying, favoritism, or unfavorable actions. Such relationships are addressed in the Standards for Professional Conduct: Intimate and Personal Relationships policy.</u>

Employee Responsibilities

Discipline

Discipline may include both corrective action and more conclusive measures, up to and including termination. The appropriate level of discipline will be determined based on the facts of the disciplinary violations. Below are some examples of violations of workplace conduct:

- Insubordination
- Conduct unbecoming of a County employee
- Abuse of sick leave
- Violence in the workplace
- Poor attendance
- Theft
- Falsification of records
- Harassment
- Discrimination
- Retaliation
- Conflict of interest
- Infraction of County or department policy
- Improper use of County technology

This list is not all inclusive

Social Media

While Williamson County encourages employees to enjoy and make good use of your off-duty time, certain activities may become a problem if they affect their work. An employee's online presence can reflect on Williamson County. The lines between public and private, personal and professional information are blurred in this context. Be aware that comments, posts, or actions captured via digital or film images can affect the image of Williamson County. If an employee is posting to personal networking sites and speaking about job-related content or about the County, the employee should identify him/herself and use a disclaimer to make it clear that the views are not reflective of the views of County. Subject to the restrictions below, generally, employees may use personal social media any way they choose. With these goals in mind, employees must follow these rules in their use of social media, both on and off duty:

- Employees are prohibited from publishing any personal information about themselves, another employee of Williamson County, applicants, or an associate of Williamson County in any public medium (print, broadcast, digital, or online) in any format (written, video or image) that:
 - Has the potential or effect of involving themselves, co-workers, or Williamson County in any kind of dispute or conflict with other employees or third parties.
 - Interferes with the work of any employee.
 - May create a harassing, demeaning, or hostile working environment for any employee.
 - Disrupts the smooth and orderly flow of work within the office, or the delivery of services to Williamson County's taxpayers or customers.
 - Harms the reputation of Williamson County among its taxpayers or in the community at large.
 - States falsities or is defamatory of others and the County.
 - Reveals information that should be treated as confidential (by law) and/or information regarding the personal or private conduct, health information, and affairs of that person and interaction with other people that is unrelated to the person's job performance or official duties for Williamson County is personal information.
- Workplace personal conduct standards, including but not limited to equal opportunity, anti-harassment and anti-discrimination, apply at all times. This prohibits posts containing obscene or sexually explicit language, images, acts and statements. Other forms of postings that ridicule, malign, disparage or otherwise express bias against any race, religion, disability, ethnic origin, sexual orientation or any other protected class of individuals are also prohibited.
- Employees may not use County equipment or facilities for non-work-related activities or business including social media. Personal social media activities should not be conducted while working or on the clock.
- Conducting oneself in such a way that his/her actions and relationships with others could become the object of gossip in the office, or causing unfavorable publicity for Williamson County in the community, is prohibited.
- If an employee creates a personal blog, they must provide a clear disclaimer that the views expressed in the blog are theirs alone, and do not represent the views of Williamson County. All information published on any blog(s) or other posting(s) should comply with ~~Williamson County confidentiality and disclosure policies~~local, state, and federal law. This also applies to comments posted on other social networking sites, blogs and forums.
- The Commissioners Court strongly recommends all County Departments/Offices abide by the Social Media Policy above.
- Any violations of this policy are subject to disciplinary action, up to and including termination.

Employee Responsibilities

Grievance Policy and Procedure

Summary

This guidance does not alter the employment-at-will relationship in any way. Final decisions on grievances will not be precedent setting or binding on future grievances, unless they are officially stated as County policy. When appropriate, the decisions will be retroactive to the date of the employee's original grievance.

Procedure for Employees in Elected Office Departments

For employees in offices of Elected Officials, the grievance process defined by the Elected Official should be followed. Elected Officials are the final appeal level for their respective departments.

For procedures to follow in the event of a grievance by an elected official, see:

- Chapter 152, Sec. 152.014 Local Government Code Informal Grievances

Procedures for Employees in Non-Elected Office Departments

Employees may file a grievance at any time and cannot be retaliated against for the filing of the grievance. Employees are encouraged to discuss any issues with their supervisors/managers prior to filing a grievance.

An informal grievance is presented verbally. The first step in the informal grievance procedure:

- Attempt to resolve the grievance by an informal conference with the Supervisor.
- However, if the official or department head is the wrongdoer in instances of harassment, retaliation, or potential whistle blower activity the employee should immediately contact the Human Resource department.
- If the informal conference does not result in a satisfactory resolution of the problem, the formal grievance steps should be followed.

Employee Responsibilities

Grievance Policy and Procedure

Formal Grievances

The steps for a formal grievance are as follows:

1. Must be in writing, signed and presented to the supervisor of the employee submitting the grievance, within 20 business days after the alleged issue occurred. A statement of the specific corrective action requested must be included in the written grievance. Grievance may be emailed to their supervisor, however, a copy must be printed, signed, and dated and given to their supervisor.
 - In the event that it would be inappropriate to address the grievance with said supervisor, such as when the supervisor is the wrongdoer, the employee should go to the Appointed Official/Department Head.
2. If the Appointed Official/Department Head is the wrongdoer in instances of harassment, retaliation, or potential whistleblower activity, the employee should contact Human Resources. The grievance will be investigated by Human Resources and they will meet with the parties involved, and propose a resolution to the employee within 20 business days. After being presented with a written and signed grievance, the supervisor will:
 - Immediately notify the Department Head and the Human Resource Department.
 - Meet with the employees involved and other people necessary to gather the facts.
 - Attempt to resolve the grievance with the employee.
 - Communicate the proposed resolution in writing to the employee and copy the Appointed Official/Department Head and Human Resources within 20 business days after the receipt of the grievance.
3. If the employee filing the grievance does not receive a written resolution from the supervisor within 20 business days, from the date the grievance was filed or is not satisfied with the proposed resolution, then:
 - They must file a written appeal, within ten business days, with the Appointed Official/Department Head along with a copy to the Human Resource Department.
4. The Appointed Official/Department Head will review the facts and the file, and may investigate the charges personally or through a designee.
 - The person(s) conducting the investigation may meet with the parties involved.
 - The Appointed Official/Department Head will respond in writing to the employee within 20 business days of the date the appeal was received.
5. If the Appointed Official/Department Head is appointed by the Commissioners Court, Juvenile Probation Board, or District Judges, and the employee who submitted the grievance does not receive a written resolution from the Appointed Official/Department Head within 20 business days of the date the grievance was appealed, (or if unsatisfied with the Appointed Official's/Department Head's proposed resolution)
 - A written appeal must be filed within ten business days, with the appropriate appointing authority (i.e., Commissioners Court, Juvenile Probation Board, Elections Board, Animal Shelter Board, or District Judges) through the Human Resource Department.
6. The appropriate appointing authority will then review the facts and the file and conduct an investigation, if deemed appropriate, before deciding. The appropriate appointing authority's decision is final. Longer intervals to facilitate investigation or fact-finding on behalf of the County may be appropriate depending upon the grievance and may increase the 20 business days response time, accordingly.

DOT Regulated Drug & Alcohol Testing

Introduction

This policy outlines the responsibilities of employees, supervisors and managers with regard to drug and alcohol testing of employees in safety-sensitive positions in accordance with U.S. Department of Transportation regulations, issued under the Omnibus Transportation Employee Testing Act of 1991.

Policy Statement

It is the policy of the County to comply fully with the regulations mandating pre-use, random, reasonable suspicion and post-accident drug and alcohol testing in accordance with regulations issued by the U.S. Department of Transportation. This policy applies to employees whose job requires them to obtain and retain a Commercial Driver's License (CDL) and operate a Commercial Motor Vehicle (CMV) and/or perform safety-sensitive functions.

Designated Employer Representative:

Human Resource Generalist

Servicing the Departments of Infrastructure, Unified Road Systems and Fleet Services.

512-943-1533, humanresources@wilco.org

Definitions

Performing a Safety-Sensitive Function: Any period in which the employee is actually performing, ready to perform, or immediately able to perform any safety-sensitive functions.

Safety-Sensitive Function: Any of the on-duty functions set forth in 49 CFR 395.2, and on-duty time.

On Duty Time: All the time from the time a driver begins work or is required to be in readiness to work until the time the driver is relieved from work and all responsibility for performing work. On-duty time shall include:

- All time at the County or shipper plant, terminal, facility, or other property of the County or shipper, or on public property, waiting to be dispatched, unless the driver has been relieved from duty by the County.
- All time inspecting, servicing, or conditioning any commercial motor vehicle at any time.
- All time spent at the driving controls of a commercial motor vehicle.
- All time, other than driving time, spent on or in a commercial motor vehicle.
- All time loading or unloading a commercial motor vehicle, supervising, or assisting in the loading or unloading, attending a vehicle being loaded or unloaded, remaining in readiness to operate the vehicle, or in giving or receiving receipts for shipments loaded or unloaded.
- All time spent performing the driver requirements associated with an accident.
- All time repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.
- All time spent providing a breath sample or urine specimen, including travel time to and from the collections site, to comply with the random, reasonable suspicion, post-accident, or follow up testing required by 49 CFR 385.2.
- Performing any other work in the capacity, employ, or service of the County.
- Performing any compensated work for a person who is not the County.

DOT Regulated Drug & Alcohol Testing

Prohibited Conduct

Alcohol Concentration

No employee shall report for duty or remain on duty requiring the performance of a safety-sensitive functions while having an alcohol concentration of 0.02 or greater, or perform or continue to perform safety-sensitive functions.

On-Duty Use

No employee shall use alcohol while performing safety-sensitive functions.

Pre-Duty Use

No employee shall perform safety-sensitive functions within four hours after using alcohol.

Use following an accident

No employee required to take a post-accident alcohol test, shall use alcohol for eight hours following the accident, or until the employee undergoes a post-accident alcohol test, whichever occurs first.

Refusal to Submit a Required Alcohol or Controlled Substance Test

No applicant shall refuse to submit to a pre-employment controlled substance test required under 382.301. No employee shall refuse to submit to a post-accident alcohol or controlled substance test required under 382.303, a random alcohol or controlled substances test under 382.305, a reasonable suspicion alcohol or controlled substance test required under 382.307, a return-to-duty alcohol or controlled substances test required under 382.309, or a follow-up alcohol or controlled substance test required under 382.311. No employee shall perform or continue to perform safety-sensitive functions, who refuses to submit to such tests.

Controlled Substance Use

No employee shall report for duty or remain on duty requiring the performance of safety sensitive functions when the driver uses any drugs or substances identified in 21 CFR 1308.11 Schedule I.

No employee shall report for duty or remain on duty requiring the performance of safety-sensitive functions when the driver uses any non-schedule I drug or substance that is identified in the other schedules in 21 CFR part 1308 except when the use is pursuant to the instructions of a licensed medical practitioner, as defined in 382.107, who is familiar with the employees medical history and has advised the driver that the substance will not adversely affect the employees ability to safely operate a commercial motor vehicle. Employees that perform safety-sensitive functions are required to inform Human Resources of any therapeutic drug use.

Controlled Substance Testing

No employee shall report for duty, remain on duty or perform a safety-sensitive function, if the employee tests positive or has adulterated or substituted a test specimen for controlled substances.

Employees in violation of prohibited conduct are not authorized by Williamson County to operate a commercial motor vehicle or perform any safety-sensitive functions.

DOT Regulated Drug & Alcohol Testing

Circumstances for Testing

Types of Tests: To the extent practicable, all tests will be conducted during employees' normally scheduled work hours. All testing required by this policy will be conducted in accordance with the Omnibus Transportation Employee Testing Act of 1991 and drug testing guidelines and regulations issued by the Department of Transportation. The following tests are performed by 3rd party medical personnel and are required:

- **Pre-employment:** All applicants with a bona-fide job offer for employment in CDL positions or that perform safety-sensitive functions, candidates for transfer or promotion to such positions are subject to screening for improper use of alcohol or controlled substances.
- **Post-Accident:** Conducted following an occurrence involving a County owned commercial motor vehicle, while performing a safety-sensitive function, whose performance could have contributed to the accident, as determined by a citation for a moving traffic violation, or resulted in bodily injury to any person, or disables one or more motor vehicles as a result of the accident, and for all fatal accidents even if the driver is not cited for a moving traffic violation. Employee must remain available for such testing or will be deemed a refusal.
 - Alcohol tests should be conducted within 2 hours, but in no case more than 8 hours, after the accident.
 - Any Employee required to be tested but needs medical assistance, must get the needed medical assistance first.
 - CDL employees must refrain from all alcohol use until the test is complete.
 - Post-accident drug tests must be conducted within 32 hours.
 - Employee is placed on paid administrative leave until the results are confirmed.
- **Reasonable Suspicion:** Conducted when a trained supervisor or manager observes behavior or appearance that is characteristic of alcohol or illicit drug misuse.
 - If a CDL employee's behavior or appearance suggests alcohol or drug misuse, a reasonable suspicion test must be conducted.
 - If a test cannot be administered, the employee must be removed from performing safety-sensitive duties for at least 24 hours.
 - Testing for alcohol abuse must be based upon suspicion which arises just before, during or just after the time when the employee is performing safety-sensitive duties.
 - Testing for substance abuse may occur at any time upon suspicion.
 - Reasonable suspicion testing may only be conducted after consultation with the Senior Director of Human Resources and/or DER.
- **Random:** Conducted on a random, unannounced basis just before, during or after performance of safety-sensitive functions for alcohol or at any time for drugs.
 - Each year, the number of random alcohol tests conducted by the County must equal at least 25% of all the safety-sensitive CDL employees.
 - Random drug tests conducted by the County must equal at least 50% of all employees that require a CDL or perform safety-sensitive functions.
- **Return to Duty:** Conducted when an individual who has violated the prohibited alcohol or drug standards returns to performing safety-sensitive duties after successfully complying with the recommended treatment and education, verified by the 3rd party substance abuse professional (SAP).
 - The SAP will develop the employee's follow-up testing plan; outlining for the County the number and frequency of follow-up testing that will take place. Follow-up tests are random within the follow-up period.
 - Must test negative for Drug and Alcohol prior to returning to duty.
 - Follow-up testing may be extended for up to sixty (60) months following the return to duty, determined by the SAP.

DOT Regulated Drug & Alcohol Testing

Testing Procedures

- **Alcohol:** DOT rules require breath testing using evidential breath testing (EBT) devices.
 - Two breath tests are required to determine if a person has a prohibited alcohol concentration.
 - A screening test is conducted first. Any result less than 0.02 alcohol concentration is considered a "negative" test. Therefore, any result with a 0.02 alcohol concentration or greater is considered a "positive" test. If the alcohol concentration is 0.02 or greater, a second, confirmation test must be conducted.
- **Drugs:** Drug testing is conducted by analyzing a employee's urine specimen, and must be conducted through a U.S. Department of Health and Human Services certified facility, which may conduct onsite collections.
 - Specimen collection procedures and chain of custody requirements ensure that the specimen's security, proper identification and integrity are not compromised.

DOT rules require a split specimen procedure.

- Each urine specimen is subdivided into two bottles labeled as primary and split.
- Both bottles are sent to the laboratory.
- Only the primary specimen is opened and used for the urinalysis.
- The split specimen remains sealed at the laboratory.
- If the analysis of the primary specimen confirms the presence of illegal controlled substances, the employee has 72 hours to request that the split specimen be sent to another DHHS certified laboratory for analysis.

All urine specimens are currently analyzed for the following drugs:

Marijuana (THC), Amphetamines, Opioids, Phencyclidine (PCP) and Cocaine.

Testing is conducted using a two-stage process.

- First, a screening test is performed.
- If the test is positive for one or more of the drugs, a confirmation test is performed for each identified drug.
- Sophisticated testing requirements ensure that over-the-counter medications or preparations are not reported as positive results.

All drug tests are reviewed and interpreted by a 3rd party physician designated as a Medical Review Officer (MRO) before they are reported to the County.

- If the laboratory reports a positive result to the MRO, the MRO will contact the driver and conduct an interview to determine if there is an alternative medical explanation for the drugs found in the urine specimen.
- For all the drugs listed above, except PCP, there are some limited, legitimate medical uses that may explain a positive test result. The MRO will take into consideration when the use is pursuant to the instructions of a physician who has advised the driver that the substance does not adversely affect the driver's ability to safely operate a commercial motor vehicle.
- If the MRO determines that the drug use is legitimate, the test will be reported to the Designated Employer Representative and the Senior Director of Human Resources as a negative result.
- Failure to cooperate with MRO requests will be considered a positive result.

DOT Regulated Drug & Alcohol Testing

Refusal to Submit to an Alcohol or Drug Test

Refusal to submit to an alcohol or controlled substances test means that a CDL employee:

- Fails to provide adequate breath for testing without a valid medical explanation after he or she has received notice of the requirement for breath testing in accordance with the provisions of this policy.
- Fails to provide adequate urine for controlled substances testing without a valid medical explanation after he or she has received notice of the requirement for urine testing in accordance with the provisions of this policy.
- Refuses to wash his or her hands after being directed to do so during collection of a urine sample.
- Admits to the collector of a urine sample that he or she has adulterated or substituted their specimen.
- An observed collection of a urine sample, fails to follow the observer's instructions to raise his or her clothing above the waist, lower clothing and underpants, and to turn around to permit the observer to determine if he or she has any type of prosthetic or other device that could be used to interfere with the collection process.
- Possesses or wears a prosthetic or other device that could be used to interfere with the collection process.
- Behaves in a confrontational way that disrupts the collection process or otherwise engages in conduct that clearly obstructs the testing process.

The examples above are not all inclusive as there are other acts and circumstances that may be deemed as a refusal under Part 40 and DOT regulations. Refusal to test is considered a positive result. Employees who refuse to submit to an alcohol or drug test are prohibited from performing safety-sensitive functions and will be placed on unpaid administrative leave.

Consequences of Alcohol/Drug Misuse and Refusals

Employees who perform safety-sensitive function that violate any of the prohibited conduct under the DOT Regulated Drug & Alcohol Testing policy or violates any other provisions of the DOT testing rules, the employee will be immediately removed from performing such duties.

- Disciplinary action, up to and including termination, may be imposed upon an employee who performs safety-sensitive functions that engages in prohibited alcohol or drug conduct or refuses to test.
 - A positive post-accident alcohol or drug test will result in termination.
 - The first time an employee alcohol test result is 0.02 or greater, but less than 0.04 will be placed on unpaid administrative leave for a minimum of 24 hours.
 - A second alcohol test with a result of 0.02 or greater, but less than 0.04 must be evaluated by a DOT approved substance abuse professional, and comply with any treatment recommendations to assist the employee with their alcohol or drug problem, at the employees expense, prior to returning to a safety-sensitive function.
- The first time a safety-sensitive employee tests positive for alcohol use greater than 0.04 or drug use, or refuses to test, and is not terminated, they must be evaluated by an DOT approved substance abuse professional (SAP), and comply with any treatment recommendations to assist the employee with their alcohol or drug problem, at the employees expense, prior to returning to a safety-sensitive function.
 - If this employee has agreed to participate in the SAP program and Return-to-Duty testing, he/she will be placed on unpaid administrative leave, unless FMLA qualifications are met, until the SAP program has been deemed successfully completed by the substance abuse professional.
 - After successfully completing the SAP requirements, the employee may be eligible to return to work.
 - If this employee tests positive for alcohol greater than 0.02 or drug use, a second time during the return to duty testing or after successful completion of the SAP/Return to Duty program, will be terminated.

DOT Regulated Drug & Alcohol Testing

Information/Training

- All personnel responsible for supervising and managing CDL employees must attend at least two hours of training on alcohol and drug misuse symptoms and indicators used in making determinations for reasonable suspicion testing.
 - Supervisors and managers will be instructed on the detection of abuse problems and the enforcement of the testing policy.
 - Educational information will be made available on Wilco 365 which will focus on the potentially dangerous effects of drug and alcohol use and abuse, the effects on job performance measured in loss of productivity, and the potential safety hazards presented to the individual employee, other employees and the public.

Employee Assistance Program (EAP)

- All employees have access to Williamson County's EAP where they may receive assistance for alcohol or drug misuse.

This Policy is a summary of the various rules and requirements that apply under the DOT and Federal Motor Carrier Act to certain employees. In all circumstances the applicable federal rules and regulations, as they may appear from time to time, control over any contrary, ambiguous, or omission related to the County Policy. Employees with questions about any issues related to the County's Policy or applicable rules should consult with the Designated Employer Representative or the Senior Director of Human Resources.

For additional policy information contact the Human Resources Department
100 Wilco Way Suite HR101 Georgetown, TX 78626
512-943-1533

Commissioners Court - Regular Session**33.****Meeting Date:** 04/16/2024

Bickerstaff Engagement Letter (Neal v WCCHD, et al)

Submitted By: Shannon Francis, General Counsel**Department:** General Counsel**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action regarding the engagement of the law firm of Bickerstaff Heath Delgado Acosta LLP to represent Williamson County, Williamson County Judge Bill Gravell, in his official capacity, and William Gravell, Jr., in his individual capacity, in Cause No. 1:23-cv-00759-RP; *Derrick Neal v. Williamson County and Cities Health District, et al.*; in the United States District Court for the Western District of Texas, Austin Division, and also to provide Williamson County other legal services assigned or requested, only if the scope of which is confirmed by the Williamson County Commissioners Court or its General Counsel; and exemption of these services from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemption for personal or professional services, as set forth under Section 262.024(a)(4) of the Texas Local Government Code; and further find that funding such agreement as to William Gravell, Jr., in his individual capacity, serves a public interest and not merely a private interest, and that any alleged act or omission of said party in relation to the allegations asserted in this lawsuit was performed while acting in good faith and within the scope of his official duties as Williamson County Judge.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

engagement letter - bickerstaff

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Shannon Francis

Final Approval Date: 04/11/2024

Reviewed By

Becky Pruitt

Date

04/11/2024 11:36 AM

Started On: 04/10/2024 11:52 PM

Bickerstaff Heath Delgado Acosta LLP

3711 S. MoPac Expy., Building 1, Suite 300, Austin, Texas 78746

ENGAGEMENT AGREEMENT

This agreement sets forth the standard terms of our engagement as your attorneys. Unless modified in writing by mutual agreement, these terms will be an integral part of our agreement with you. Therefore, we ask that you review this agreement carefully and contact us promptly if you have any questions. Please retain this agreement in your file.

Identity of Client. We will be representing the interests of Williamson County, Williamson County Judge Bill Gravell in his official capacity, and William Gravell, Jr. in his individual capacity.

Attorneys. Bickerstaff Heath Delgado Acosta LLP is engaged by you as your attorneys, and I, Gunnar P. Seaquist, will be the partner who will coordinate and supervise the services we perform on your behalf. We routinely delegate selected responsibilities to other persons in our Firm when, because of special expertise, time availability or other reasons, they are in a better position to carry them out. In addition, we will try, where feasible and appropriate, to delegate tasks to persons who can properly perform them at the least cost to you.

The Scope of Our Work. You should have a clear understanding of the legal services we will provide. We will provide services related only to matters as to which we have been specifically engaged. Although in the future we may from time to time be employed on other matters, our present relationship is limited to representing the above-named client in the matters described in Exhibit A. We will at all times act on your behalf to the best of our ability. Any expressions on our part concerning the outcome of your legal matters are expressions of our best professional judgment, but are not guarantees. Such opinions are necessarily limited by our knowledge of the facts and are based on the state of the law at the time they are expressed. We cannot guarantee the success of any given matter, but we will strive to represent your interests professionally and efficiently.

Fees for Legal Services. Our charges for professional services are customarily based on the time devoted to the matter, the novelty and difficulty of the questions presented, the requisite experience, reputation and skill required to deal with those questions, time limitations imposed by the circumstances, and the amount involved and the results obtained. Unless otherwise indicated in writing, our fees for legal services are determined on the basis of the hourly rates of the respective lawyers and other timekeepers who perform the services. These rates vary depending on the expertise and experience of the individual. We adjust these rates annually, increasing them to reflect experience, expertise, and current economic conditions. We will notify you in writing if this fee structure is modified. The initial agreed billing rates for attorneys and other timekeepers engaged on your work are attached as Exhibit B.

Other Charges. All out-of-pocket expenses (such as copying charges, travel expenses, messenger expenses, filing and other court costs, and the like) incurred by us in connection with our representation of you will be billed to you as a separate item on your statement. A description of the most common expenses is included as Exhibit C and agreed to as part of this agreement.

Billing Procedures and Terms of Payment. Our billing period begins on the 16th of the month and ends on the 15th of the following month. We will render periodic invoices to you for legal services and expenses. We usually mail these periodic invoices on or before the last day of the month following the latest date covered in the statement. Each invoice is due upon receipt, must be paid in U.S. Dollars, and is considered delinquent if not paid in full within 30 days of its stated date. Payment must be made to the Firm at 3711 S. MoPac Expressway, Building One, Suite 300, Austin, Texas, 78746. If any invoice is not paid within 30 days after its stated date, interest at the rate of 1 ½ percent per month (18 percent per annum) will accrue on the balance due. However, if at any time 18 percent per annum exceeds the highest interest rate permitted by applicable law, then the interest rate that will be applied to any overdue amounts will be reduced to the maximum rate permitted under applicable law. We will include all information reasonably requested by you on all invoices and will reference any purchase order number provided by you. Payment and interest, if any, will comply with the Prompt Payment Act (Texas Government Code Chapter 2251), if applicable, for any final invoices. If you have any question or disagreement about any invoice that we submit to you for payment, please contact me at your earliest convenience so that we can resolve any problems without delay. Typically, such questions or

disagreements can be resolved to the satisfaction of both sides with little inconvenience or formality.

Termination of Services. You have the right at anytime to terminate our employment upon written notice to us, and if you do we will immediately cease to render additional services. We reserve the right to discontinue work on pending matters or terminate our attorney-client relationship with you at any time that payment of your account becomes delinquent, subject to Court approval if necessary. In the event that you fail to follow our advice and counsel, or otherwise fail to cooperate reasonably with us, we reserve the right to withdraw from representing you upon short notice, regardless of the status of your matter. No termination, whether by you or by us, will relieve you of the obligation to pay fees and expenses incurred prior to such termination.

Retention of Documents. Although we generally attempt to retain for a reasonable time copies of most documents in the possession of this Firm related to the matter(s) described in Exhibit A, we are not obligated to do so indefinitely, and we hereby expressly disclaim any responsibility or liability for failure to do so. We generally attempt to furnish copies of all documents and significant correspondence to you at the time they are created or received, and you agree to retain all originals and copies of documents you desire among your own files for future reference. This document serves as notice to you that we will destroy such materials in accordance with the Firm's record retention policy, which may be amended from time to time and a copy of which will be provided at your request. It is our Firm's policy to destroy all copies, whether in paper or electronic form, of materials in connection with the representation seven (7) years after the completion of our work relating to this engagement or the completion of a particular project under this engagement, unless and to the extent an exception recognized in our document retention policy or other legal requirement applies to some or all of the subject materials and requires retention for a longer period of time. The Firm also reserves the discretion to retain its records of pertinent documents relating to its ongoing representation of a client, e.g. in a general counsel capacity. If you would like to obtain copies of materials in the Firm's possession related to this matter prior to the scheduled destruction of the materials, please notify the Firm. Because you will have been furnished with copies of all relevant materials contained in our files during the course of the active phase of our representation, if you later ask us to retrieve and deliver materials contained in a file that has been closed, you agree that we will be entitled to be paid a reasonable charge for the cost of retrieving the file, and identifying, reproducing and delivering the requested materials to you.

Fee Estimates. We are often requested to estimate the amount of fees and costs likely to be incurred in connection with a particular matter. Our attorneys do their best to estimate fees and expenses for particular matters when asked to do so. However, an estimate is just that, and the fees and expenses required are ultimately a function of many conditions over which we have little or no control, especially in litigation or negotiation situations where the extent of necessary legal services may depend to a significant degree upon the tactics of the opposition. Unless otherwise agreed in writing with respect to a specific matter, all estimates made by us will be subject to your agreement and understanding that such estimates do not constitute maximum or fixed-fee quotations and that the ultimate cost is frequently more or less than the amount estimated.

Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, United States of America, without giving effect to its choice of laws provisions. Venue of any case or controversy arising under or pursuant to this Agreement will be exclusively in Travis County, Texas, United States of America.

Standards of Professionalism and Attorney Complaint Information. Pursuant to rules promulgated by the Texas Supreme Court and the State Bar of Texas, we hereby advise you that the State Bar of Texas investigates and prosecutes complaints of professional misconduct against attorneys licensed in Texas. Information on the grievance procedures is available from the State Bar of Texas, and any questions you have about the disciplinary process should be addressed to the Office of the General Counsel of the State Bar of Texas, which you may call toll free at 1-800-932-1900.

Questions. If you have any questions from time to time about any aspect of our arrangements, please feel free to raise those questions. We want to proceed in our work for you with your clear and satisfactory understanding about every aspect of our billing and payment policies; and we encourage an open and frank discussion of any or all of the matters addressed in this agreement.

Acceptance of Terms. If this arrangement is acceptable to Williamson County, please sign the enclosed duplicate original of this agreement and return it and the required retainer to us at your earliest convenience. We truly appreciate the opportunity to be of service to you and look forward to working with you in a mutually beneficial relationship.

AGREED TO AND ACCEPTED

WILLIAMSON COUNTY

By: _____

Bill Gravell
[Printed name]

Title: County Judge

Date: _____

AND INDIVIDUALLY

By: _____

William Gravell, Jr.
[Printed name]

Title: _____

Date: _____

cc: Billing Department

BICKERSTAFF HEATH DELGADO ACOSTA LLP


By: _____
Gunnar P. Seaquist

Exhibit A — Scope of Services

Bickerstaff Heath Delgado Acosta LLP

While we agree that in the future we may from time to time be employed on other matters, this agreement provides that our relationship is limited to representing and counseling you in connection with the following:

- Representation of Williamson County, Williamson County Judge Bill Gravell in his official capacity, and William Gravell, Jr. in his individual capacity in Civil Action No. 1:23-CV-00759-RP, *Neal v. Williamson County and Cities Health District, et al.* in the United States District Court for the Western District of Texas, Austin Division, as well as any appeals or proceedings ancillary thereto. Payment for the representation will be provided by Williamson County and the representation will be conducted in a manner consistent with Rule 1.06 (comment 12) and Rule 1.08(e) of the Texas Disciplinary Rules of Professional Conduct.
- Other legal services assigned or requested, only if the scope of which is confirmed by you in writing at the time of assignment.

Other legal services not assigned or requested, and confirmed in writing, are specifically not within the scope of our representation.

Exhibit B — Billing Rates
Bickerstaff Heath Delgado Acosta LLP

TIMEKEEPER	2023 Billing Rate
Albright, Stefanie	\$330
Arnold, Philip	\$330
Caputo, Cobby	\$415
Caroom, Doug	\$425
Dugat, Bill	\$385
Falk, Syd	\$440
Gonzalez, Vanessa	\$370
Heath, Bob	\$480
Katz, Joshua	\$355
Kimbrough, Chuck	\$325
Maxwell, Susan	\$370
Miller, Gregory	\$305
Rogers, Emily	\$370
Russell, Claudia	\$370
Seaquist, Gunnar	\$355
Than, Catherine	\$370
Weller, Steven	\$370
Kelley, Kimberly	\$250
Labashosky, Sara	\$290
Robinson, Lori	\$300
Delgado, Hector	\$425
Mendez, David	\$425
Mendez, Manuel	\$425
Pagan, Kevin	\$415
Legal Assistants/Specialists	\$190
McCall, Sherry	\$240

Exhibit C—Client Costs Advanced

Bickerstaff Heath Delgado Acosta LLP

The firm incurs expenses on behalf of clients only when required by the legal needs of the clients. Some cases or matters require extensive use of outside copy facilities, and other cases may not be so paper-intensive. Standard services handled within the firm are not charged, and client specific expenses are billed to the client needing those services. An explanation of the billing structure is as follows:

Not Charged

Secretarial and word processing time, routine postage, file setup, file storage, local or ordinary long distance charges, fax charges, and computerized legal research data charges.

Delivery Services

Outside delivery services are used for pickup and delivery of documents to the client as well as to courts, agencies, and opposing parties. Outside delivery fees are charged to the client at the rate charged to the firm. Overnight delivery services are also charged at the rate charged to the firm. Firm Office Services Department personnel may provide delivery service in urgent situations and charges for such in-house service will not exceed the charge that would be made by an outside service in a similar situation.

Postage

Our postal equipment calculates exact U.S. postage for all sizes and weights of posted material. The rate charged for postage is the same as the amount affixed to the material that is mailed. We will not charge clients for postage on routine correspondence; however, the cost of large-volume mail, certified mail, or other additional mail services will be charged to the client.

Copies and Prints

Our standard rate for black and white copies and prints made by firm personnel is \$0.15 per page. Color copies and prints are charged at a standard rate of \$0.55 per page. These charges cover paper, equipment costs, and other supplies. If savings can be realized within the required time frame by sending copy jobs to subcontractors, the firm uses only qualified legal services copiers and the cost charged to the client is the same as the amount billed to the firm.

Phone Charges

Only charges for conference calls or international calls are charged, and charges are billed at the same amount billed to the firm by the outside provider.

Travel

Attorney and other timekeeper time spent traveling on behalf of a client is billed to the client. Hotel, meals, local transportation, and similar expenses are charged based on receipts and travel expense forms submitted by the attorney. Documentation is available to the client if requested.

Maps

Maps produced in conjunction with a project will be billed at \$50 for each 34 x 44 inch map and \$20 for each smaller map, plus cost (time fees) for preparation.

Other Expenses

Expenses incurred with outside providers in connection with the client's legal services will be paid by the client directly to the outside provider unless specifically arranged in advance. If the firm agrees to pay outside providers, the cost charged to the client is the same as the amount billed to the firm. Examples of such charges include: court reporter fees, filing fees, newspaper charges for publication notices, expert witness fees, consultants and other similar expenses.

Exhibit D—Verification Required by Texas Government Code Chapter 2271
Bickerstaff Heath Delgado Acosta LLP

By signing below, Bickerstaff Heath Delgado Acosta LLP hereby verifies the following:

1. The Firm does not boycott Israel; and
2. The Firm will not boycott Israel during the term of this Engagement Agreement.



SIGNED BY: _____

Gunnar P. Seaquist
April 9, 2024

This Verification is incorporated and made a part of the Engagement Agreement between the Bickerstaff Heath Delgado Acosta LLP and Williamson County.

Commissioners Court - Regular Session**34.****Meeting Date:** 04/16/2024

Engagement Letter - Ross Gannaway Clifton PLLC

Submitted By: Shannon Francis, General Counsel**Department:** General Counsel**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider, and take appropriate action regarding the engagement of the law firm of Ross Gannaway Clifton, PLLC to represent Williamson County in relation to civil service and human resources matters; and exemption of these services from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemption for personal or professional services, as set forth under Section 262.024(a)(4) of the Texas Local Government Code.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

engagement letter - gannaway

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Shannon Francis

Final Approval Date: 04/12/2024

Reviewed By

Becky Pruitt

Date

04/12/2024 03:32 PM

Started On: 04/12/2024 03:26 PM



April 12, 2024

Honorable Bill Gravell, Jr.
County Judge
Williamson County
401 W 6th Street
Georgetown, TX 78626

VIA Email: sfrancis@wilco.org

RE: Engagement of Legal Services

Dear Judge Gravell,

Ross | Gannaway | Clifton, PLLC (the “Firm”) is pleased and honored to have the opportunity to provide general legal advice and counsel to Williamson County (“Client”) on Civil Service and Human Resources matters. This letter sets out the terms of our engagement and unless we agree otherwise in writing, it will apply to services provided to Client by the Firm.

Scope of Engagement. Client will provide us with factual information and documents as necessary to perform these services, will make decisions as necessary to facilitate the rendering of our services, will be available to assist us in our representation, and will remit payment of our invoices as set out below. We will perform our professional services on Client’s behalf to the best of our ability, but we cannot, and do not, make any guarantees regarding the outcome of any matters for which you engage us. Our expressions as to a matter’s outcome is our best professional estimate only. We are compensated for the time and efforts we devote on Client’s behalf and not for any particular result.

Staffing. I will be the Firm’s supervising lawyer, and I am always available to assure your satisfaction with our professional relationship. If appropriate, other Firm lawyers and legal assistants may be used when possible to maximize legal effectiveness and time efficiency, and to minimize Client’s legal expenses.

Retainer. No retainer is required at this time.

Fees. Our hourly fees are based on the time spent by the attorney who works on the matter. I will be the lead attorney in this matter and my billing rate is \$305.00 per hour. Travel time is considered time worked and is billed accordingly. Legal Assistant work is billed out at \$100.00 an hour. The Firm reserves the right to review and adjust our billing rates on a periodic basis and will notify Client of any changes.

Other Charges. Client is responsible for all expenses incurred by the Firm on Client’s behalf. These expenses include copying charges (currently \$.20 per page for black and white and \$.25 for color), postage, faxes, certain computerized research, overnight courier service, mileage, and travel costs, if any.

Technology. During the course of this engagement, both Client and the Firm will use electronic devices and internet services, including but not necessarily limited to e-mail, to communicate and to send or make documents available. Although the use of this technology involves some risk that third parties may access confidential communications, Client agrees that the benefits of using this technology outweigh the risk of accidental disclosure. To enhance the security of Client's communications, Client may wish to assure that any computer or device Client uses in communication with the Firm is password-protected and not accessible for use by any third party. Client may also elect to encrypt certain documents.

Billing Cycle. Our billing rates are based on the assumption of prompt payment. Consequently, unless other arrangements are made, fees for services and other charges will be billed monthly and are payable within thirty (30) days of receipt. Our billing cycle normally ends on the 20th of each month. Our bills provide a description of work performed, including the name of the attorney performing the work, the date the work was performed, the time spent, the dollar amount for each time entry, and any expenses incurred on Client's behalf. If you ever have a question about a bill, or if you would like them in a different format, please let me know your concerns, and I will make every effort to resolve them to your satisfaction.

Attorney – Client Relationship. Client has the right to terminate the Firm's services at any time. Similarly, the Firm may withdraw its representation if Client fails to timely pay its invoices, fails to disclose material facts, fails to timely communicate with the Firm, or if anything else occurs that, in the Firm's judgment, impairs its ability to continue an effective attorney-client relationship.

Records Client should retain all originals and copies of documents for its own file and, if desired, for future reference. The Firm will create and maintain a file of information and documents relating to matters for which our services have been retained. During our representation, the Firm creates "work product," which consists of things such as attorney's handwritten notes, internal memos, and legal research. Work product belongs to and will remain the property of the Firm. At the conclusion of a particular matter, the Firm will retain the files in our office and/or at an off-site location for no more than five years. Once transferred to an off-site storage facility, there will be a per request charge to retrieve them. The Firm's files will be destroyed at some point after this five-year period unless Client has specifically made other arrangements in writing to preserve some or all of the files.

Texas Lawyer's Creed. On November 7, 1989, the Texas Supreme Court adopted the Texas Lawyer's Creed – a Mandate for Professionalism. A copy of the Creed is available from us upon request.

If the foregoing correctly reflects the County's understanding of the terms and conditions of our engagement as the County's Special Legal Counsel, please so indicate by executing this letter in the space provided below and return it to the undersigned.

If you have questions about the terms of our representation as set forth in this letter, please let me know. If Client agrees to the terms of this letter, please have Client's authorized representative



Williamson County

April 12, 2024

Page | 3

sign below and then return to me. Again, we are pleased to have this opportunity to be of service and to work with you.

Very truly yours,



Julia Gannaway

JG@RossGannaway.Law

Writer's Direct Dial: 817.332.8512

Agreed to and accepted on behalf of Client this _____ day of April 2024.

Honorable Bill Gravell, Jr,
County Judge
Williamson County, Texas



Commissioners Court - Regular Session**35.****Meeting Date:** 04/16/2024

Juvenile Services Approval to Accept Texas Parks and Wildlife Grant

Submitted By: Denise Carlson, Juvenile Services**Department:** Juvenile Services**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action for Juvenile Services to accept a \$42,815.00 grant through Texas Parks and Wildlife to provide outdoor programs for youth.

Background

Juvenile Services is requesting approval to accept a \$42,815.00 grant from Texas Parks and Wildlife to provide outdoor programming for youth. Juvenile Services has participated in the grant since 2005, successfully providing hiking, biking, fishing, camping, paddling, rock-climbing and other outdoor activities for youth. The grant will cover the entire cost of these activities and has no in-kind match requirement. Approval to apply for this grant was previously given at the 10/24/2023 Commissioners Court Meeting.

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: Denise Carlson

Final Approval Date: 04/10/2024

Reviewed By

Becky Pruitt

Date

04/10/2024 03:46 PM

Started On: 04/10/2024 09:37 AM

Commissioners Court - Regular Session**36.****Meeting Date:** 04/16/2024

84 Lumber Property Use Agreement

Submitted For: Mike Gleason**Submitted By:** Starla Hall, Sheriff**Department:** Sheriff**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on a Property Use Agreement for Williamson County Sheriff's Office Training between Williamson County and 84 Lumber Company relating to use of property for the Williamson County Sheriff's Office's training exercises.

Background

This training site will be for the K9 Division where they can train to properly prepare the teams for real world situations. This is done for environmental exposure to help prep the unit and assist the teams in being successful. Term of Use is from 5:00 p.m. on April 16, 2024 to 4:00 a.m. on December 31, 2024.

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

84 Lumber Company

Form Review**Inbox**

Hal Hawes

County Judge Exec Asst.

Form Started By: Starla Hall

Final Approval Date: 04/10/2024

Reviewed By

Hal Hawes

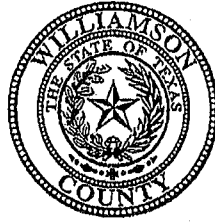
Becky Pruitt

Date

04/09/2024 03:14 PM

04/10/2024 09:02 AM

Started On: 04/08/2024 04:10 PM



**PROPERTY USE AGREEMENT
FOR
WILLIAMSON COUNTY SHERIFF'S OFFICE TRAINING**

I. PARTIES

This Property Use Agreement for Williamson County Sheriff's Office Training ("Agreement") is between Williamson County, Texas ("County") and the undersigned property owner ("Property Owner") relating to the use of Property Owner's real property, as more fully described herein below, by the Williamson County Sheriff's Office ("WCSO") for purposes of training.

II. PURPOSE

Property Owner owns the real property identified under Property Owner's execution below (hereinafter referred to as the "Property").

The WCSO wants to use the Property in conjunction with law enforcement training exercises; and the Property Owner hereby agrees to permit County to use the Property for said limited purpose. County may, at its own expense and upon consent of Property Owner, install temporary improvements, personal property and/or lighting as necessary on the Property. All improvements and personal property situated on the Property shall be immediately removed following the termination of this Agreement. Any property that is left on the Property following the termination of this agreement will be deemed abandoned property and County hereby grants Property Owner the right to remove it and dispose of it, at County's sole cost and expense, as the Property Owner deems fit. County agrees to maintain the Property and keep it clean and free of debris and/or trash at all times during and after its use of the Property. County agrees to restore the Property to the condition in which the same was found before County used such area.

The Property Owner reserves the right to use the Property for its own purposes and the County hereby agrees to allow the Property Owner to use the Property for such purposes.

III. ASSUMPTION OF RISK AND LIABILITY

County, in using the Property does so at its own risk. Property Owner shall not be liable for any damages to property or damages arising from personal injuries sustained by County and its respective officials, officers, agents, employees and representatives, in, on or about the Property, or of any other portion of the Property, including buildings, parking area walkways of the Property, unless such damage or injury is caused by the Property Owner's negligence or willful misconduct. County assumes full responsibility for any property damage or injury which may occur to County and its respective officials, officers, agents,

employees and representatives in, on or about the Property or other portion of the Property, unless such damage or injury is caused by the Property Owner's negligence or willful misconduct.

County shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the WCSO's use of the Property. County shall take all reasonable precautions for the safety of and shall provide all reasonable protection to prevent damage, injury or loss to County and/or its respective officials, officers, agents, employees and representatives, all other persons in, on or around the Property and all property in, on or around the Property, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities.

IV. TERM OF AGREEMENT AND TERMINATION

The County shall be allowed to use the Property during the Term of Use set out under Property Owner's execution below. Upon the expiration of the Term of Use, this Agreement will terminate and be of no further force or effect.

Executed by the parties to be effective as of the date of the last party's execution below:

Williamson County, Texas

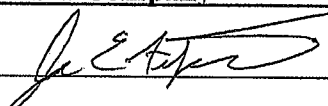
By: _____
As Presiding Officer of the
Williamson County Commissioners Court

Printed Name: _____

Date: _____, 20____

Property Owner

84 Lumber Company

By: 

Printed Name: John Fitzgerald

Official Capacity: Manager

Date: April 8, 2024

Property:

103/108 Madison Oaks Avenue
Georgetown, Texas 78626

Term of Use:

From: 5:00 p.m. on April 16, 2024

To: 4:00 a.m. on December 31, 2024

Commissioners Court - Regular Session**37.****Meeting Date:** 04/16/2024

Award of Agreement through RFQ #T2086 for Geotechnical/Construction Materials Test Engineering Services relating to the new Williamson County Headquarters to Raba Kistner, Inc., for Facilities Management.

Submitted For: Joy Simonton**Submitted By:** Stacian Williams, Purchasing**Department:** Purchasing**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider, and take appropriate action on approving an Agreement for Geotechnical/Construction Materials Test Engineering Services, #2024175, through RFQ #T2086, relating to the new Williamson County Headquarters, to Raba Kistner, Inc., in the amount up to \$144,294.74 and authorize execution of the agreement. The funding source is P577.

Background

Raba Kistner, Inc., is recommended for award through RFQ #T2086, which established a pre-qualified consultant pool to be contracted on an as-needed basis. Raba Kistner, Inc., is being recommended for this project based on prior experience and successful completion of prior projects with Williamson County. This Agreement for Geotechnical/Construction Materials Test Engineering Services between Williamson County and Raba Kistner, Inc., relates to the new Wilco Headquarters, SE Inner Loop, Georgetown, TX 78626. Basic Scope of Services is attached and the Agreement for CMT Services has a substantial completion date of 8/29/2025. Funding Source is P577. Point of contact is Christy Matoska, Facilities Management.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Agreement

Form 1295 - Raba Kistner, Inc.

Form Review**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Stacian Williams

Final Approval Date: 04/04/2024

Reviewed By

Joy Simonton

Becky Pruitt

Date

04/04/2024 01:35 PM

04/04/2024 01:52 PM

Started On: 04/01/2024 09:44 AM



**AGREEMENT FOR GEOTECHNICAL / CONSTRUCTION MATERIALS
TEST ENGINEERING SERVICES**

PROJECT: Williamson County Headquarters ("Project")

**GEOTECHNICAL /
CONSTRUCTION
MATERIALS**

TEST ENGINEER: Raba Kistner, Inc. ("Test Engineer")
Ali Hekmatfar, Ph.D, P.E.
8100 Cameron Road, Suite B-150
Austin, TX 78754

**COUNTY'S DESIGNATED
REPRESENTATIVE:**

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

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

R E C I T A L S

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

WHEREAS, County intends to **provide the construction materials observations and testing services for the Williamson County Headquarters Building;** and

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

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

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

ARTICLE 1 SCOPE OF AGREEMENT

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

ARTICLE 2 CONTRACT DOCUMENTS AND APPLICABLE PROJECT DOCUMENTS

2.1 Contract Documents.

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

2.2 Existing Information.

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

2.3 Project Documents.

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

2.3.1

National Environmental Policy Act (NEPA)

2.3.2

U.S. Army Corps Regulations

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

3.1 Non-collusion.

Test Engineer warrants that it has not employed or retained any company or persons, other than a bona fide employee working solely for Test Engineer, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or subconsultant any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, County reserves and shall have the right to annul this Agreement without liability or, in its discretion and at its sole election, to deduct from the Agreement price or compensation, or to otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

3.2 Debarment Certification.

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

3.3 Financial Interest Prohibited.

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

ARTICLE 4 CHARACTER AND SCOPE OF SERVICES

4.1

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

ARTICLE 5 TIME FOR PERFORMANCE

5.1 Commencement.

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

5.2 Duration.

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

ARTICLE 6 COMPENSATION AND EXPENSES

6.1 Not to Exceed Amount.

For and in consideration of the Basic Services rendered by Test Engineer, County shall pay to Test Engineer the not to exceed amount of **One Hundred Forty-Four, Two Hundred Ninety-Four and Seventy-Four/100 Dollars (\$ 144,294.74)** hereinafter called the "NTE Amount".

The NTE Amount is based upon all estimated time and material costs required in the performance of all items and phases of the Basic Services set forth in **Exhibit A**. Compensation for Basic Services will be paid by County by monthly invoices for the Basic Services actually provided and performed based on the method and rates set forth in **Exhibit B – Fee Schedule**. County will only be obligated to pay Test Engineer for the performance of items and phases of the Basic Services actually rendered and incurred, which may be less than the above stated NTE Amount.

6.2 Expenses.

Test Engineer shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Agreement in accordance with the Williamson County Vendor Reimbursement Policy set forth under **Exhibit D**. Invoices requesting reimbursement for costs and expenditures related to the Project (reimbursables) must be accompanied by copies of the provider's invoice and **must strictly comply with the Williamson County Vendor Reimbursement Policy**. The copies of the provider's invoice must evidence the actual costs billed to Test Engineer without markup. Reimbursable Expenses are in addition to compensation for Basic and Additional Services and must not exceed **One Thousand Four Hundred Forty-Two and Ninety-Four/100 Dollars (\$ 1,442.94)**.

ARTICLE 7 ADDITIONAL SERVICES AND CHARGES

For the performance of services not specifically described as Basic Services under **Article 4** above (sometimes referred to herein as "Additional Services"), County shall pay and Test Engineer shall receive, under a negotiated, written Supplemental Agreement, Additional Services compensation based upon the method and rates as set forth in **Exhibit B – Fee Schedule**.

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

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

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

8.1 Time of Payment.

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

On or about the last day of each calendar month during the performance of the services to be provided under this Agreement, the Test Engineer shall submit a sworn statement to the County, along with time sheets detailing hours worked, receipts detailing expenses incurred and other support documentation, in a form acceptable to the Williamson County Auditor, setting forth the services provided for by this Agreement which were completed during such calendar month, the compensation which is due, plus the amounts payable under Article 7 (Additional Services and Charges) which have not been previously billed or paid.

In the event the statement includes charges based upon hourly billing rates for services or any other rates based upon the amount of time worked by an individual or individuals in performing services, whether the charges are being billed directly to the County or whether they are the basis of invoices from subcontractors for which the Test Engineer seeks reimbursement from the County, the charges shall be accompanied by an affidavit signed by an officer or principal of the

Test Engineer certifying that the work was performed, it was authorized by the County and that all information contained in the invoice that is being submitted is true and correct.

The approval or payment of any statement shall not be considered to be evidence of performance by the Test Engineer to the point indicated by such statement or of receipt or acceptance by the County of the services covered by such statement. Final payment does not relieve Test Engineer of the responsibility of correcting any errors or omissions resulting from Test Engineer's negligence.

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

8.2 Prompt Payment Policy.

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

8.2.1

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

8.2.2

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

8.2.3

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

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

ARTICLE 9 PROJECT TEAM

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

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

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

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

**Raba Kistner, Inc.
Ali Hekmatfar, Ph.D., P.E.
8100 Cameron Road, Ste. B-150
Austin, TX 78754**

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

ARTICLE 10 NOTICE

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

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

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

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

Test Engineer: Raba Kistner, Inc.
8100 Cameron Road, Suite B-150
Austin, TX 78754

Attention: Ali Hekmatfar, Ph.D., P.E.
Senior Project Manager

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

ARTICLE 11 PROGRESS EVALUATION

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

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

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

11.1

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

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

11.2

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

ARTICLE 12 CHANGES IN COMPLETED BASIC SERVICES

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

ARTICLE 13 REVIEW PROCESS AND REVISIONS TO TEST ENGINEER WORK PRODUCT

13.1 Review Process.

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

13.1.1 Submittal.

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

13.1.2 Completion.

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

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

13.1.3 Acceptance.

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

13.1.4 Final Approval.

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

13.2 Revision to Test Engineer Work Product.

Test Engineer shall make, without expense to County, such revisions to Test Engineer Work Product as may be required to correct negligent errors or omissions so Test Engineer Work Product meets the needs of County, but after the approval of Test Engineer Work Product any revisions, additions, or other modifications made at County's request which involve extra services and expenses to Test Engineer shall entitle Test Engineer to additional compensation for such extra services and expenses; provided, however, Test Engineer hereby agrees to perform any necessary corrections to Test Engineer Work Products which are found to be in negligent error or omission as a result of Test Engineer's development of Test Engineer Work Product, at any time, without additional compensation.

13.3 Days.

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

13.4 County's Reliance on Test Engineer.

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

ARTICLE 14 SUSPENSION

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

Test Engineer shall be compensated for all Basic Services performed and reimbursable expenses incurred, provided such Basic Services and reimbursable expenses have been previously authorized and approved by County, to the effective date of suspension.

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

ARTICLE 15 VIOLATION OF CONTRACT TERMS/ BREACH OF CONTRACT

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

ARTICLE 16 TERMINATION

This Agreement may be terminated as set forth below.

16.1

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

16.2

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

16.3

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

16.4

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

16.5

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

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

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

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

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

ARTICLE 17 USE OF DOCUMENTS

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

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

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

credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections, or additions to the work and documents for the purposes of completing, using, and maintaining the Project.

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

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

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

ARTICLE 18 PERSONNEL, EQUIPMENT, AND MATERIAL

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

ARTICLE 19 SUBCONTRACTING

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

ARTICLE 20 MODIFICATIONS

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

ARTICLE 21 COMPLIANCE WITH LAWS

21.1 Compliance.

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

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

21.2 Taxes.

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

ARTICLE 22 INDEMNIFICATION

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

TEST ENGINEER FURTHER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM TEST

ENGINEER'S FAILURE TO PAY TEST ENGINEER'S EMPLOYEES, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, IN CONNECTION WITH ANY OF THE WORK PERFORMED OR TO BE PERFORMED UNDER THIS AGREEMENT BY TEST ENGINEER.

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

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

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

ARTICLE 23

PROFESSIONAL'S RESPONSIBILITIES

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

ARTICLE 24 PROFESSIONAL'S SEAL

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

ARTICLE 25 INSURANCE

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

25.1 Coverage Limits.

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

25.1.1

Worker's Compensation in accordance with statutory requirements.

25.1.2

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

25.1.3

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

25.1.4

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

25.2 Additional Insureds; Waiver of Subrogation.

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

25.3 Premiums and Deductible.

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

25.4 Commencement of Work.

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

25.5 Insurance Company Rating.

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

25.6 Certification of Coverage.

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

25.7 No Arbitration.

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

25.8 Subcontractor/ Subconsultant's Insurance.

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

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

25.9 Insurance Policy Endorsements.

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

25.9.1

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

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

25.10.1

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

25.10 Cost of Insurance.

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

**ARTICLE 26
SUCCESSORS AND ASSIGNS**

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

**ARTICLE 27
SEVERABILITY**

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

**ARTICLE 28
PRIOR AGREEMENTS SUPERSEDED**

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

ARTICLE 29 TEST ENGINEER'S ACCOUNTING RECORDS

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

ARTICLE 30 GENERAL PROVISIONS

30.1 Time is of the Essence.

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

30.2 Force Majeure.

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

30.3 Enforcement and Venue.

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

30.4 Standard of Performance.

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

30.5 Opinion of Probable Cost.

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

30.6 Opinions and Determinations.

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

30.7 Reports of Accidents.

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

30.8 Gender, Number, and Headings.

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

30.9 Construction.

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

30.10 Independent Contractor Relationship.

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

30.11 No Waiver of Immunities.

Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or

alter, to any extent whatsoever, the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

30.12 Texas Public Information Act.

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

30.13 Governing Terms and Conditions.

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

30.14 Appropriation of Funds by County.

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

ARTICLE 31 DISPUTE RESOLUTION

Except as otherwise specifically set forth herein, County and Test Engineer shall work together in good faith to resolve any controversy, dispute, or claim between them which arises out of or relates to this Agreement, whether stated in tort, contract, statute, claim for benefits, bad faith, professional liability or otherwise ("Claim"). If the parties are unable to resolve the Claim within **thirty (30) days** following the date in which one party sent written notice of the Claim to the other party, and if a party wishes to pursue the Claim, such Claim shall be addressed through non-binding mediation. A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Agreement, shall be selected by agreement of the parties and serve as the mediator. Any mediation under this Agreement shall be conducted in Williamson County, Texas. The mediator's fees shall be borne equally between the parties. Such non-binding mediation is a condition precedent to seeking redress in a court of competent jurisdiction, but this provision shall not preclude either party from filing a lawsuit in a court of competent jurisdiction prior to

completing a mediation, if necessary to preserve the statute of limitations, in which case such lawsuit shall be stayed pending completion of the mediation process contemplated herein. This provision shall survive the termination of this Agreement.

ARTICLE 32 EQUAL OPPORTUNITY IN EMPLOYMENT

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

ARTICLE 33 MERGER

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

ARTICLE 34 PUBLIC CONTACT

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

ARTICLE 35 TEST ENGINEER'S REPRESENTATIONS

Test Engineer represents that it is financially solvent, able to pay its debts as they become due, and possesses sufficient working capital to complete the services and perform its obligation under this Agreement and under the Contract Documents. Test Engineer further represents and acknowledges that: (a) it is a sophisticated business entity that possesses the required level of experience and expertise in business administration, construction, and contract administration of projects of similar or like size, complexity, and nature as the Project and (b) the fee stated in this Agreement is adequate compensation for the timely completion of the Basic Services.

ARTICLE 36 SIGNATORY WARRANTY

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

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

TEST ENGINEER:

Raba Kistner, Inc.

By: Yvonne G. Thomas
Signature

Yvonne Garcia Thomas, P.E.

Printed Name

Vice President

Title

Date Signed: 3/26/2024

COUNTY:

Williamson County, Texas

By: _____
Signature

Printed Name

Title

Date Signed: _____

EXHIBIT A

BASIC SCOPE OF SERVICES

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

In consideration of the NTE Amount provided in this Agreement, Test Engineer shall perform the following Basic Services, based on standard geotechnical / construction materials test engineering practices:

GENERAL REQUIREMENTS

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

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

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

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

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

General Scope of Services.

- Soils laboratory testing, in-place field nuclear density testing,
- Reinforcing steel observations,
- Concrete (and masonry) compressive strength specimen sampling, testing, and reporting,
- Drilled pier observations,
- Spray-on fire resistive materials,
- Through wall firestop caulking penetration observations,
- Structural steel observations,

- Asphalt aggregate sampling and observation.

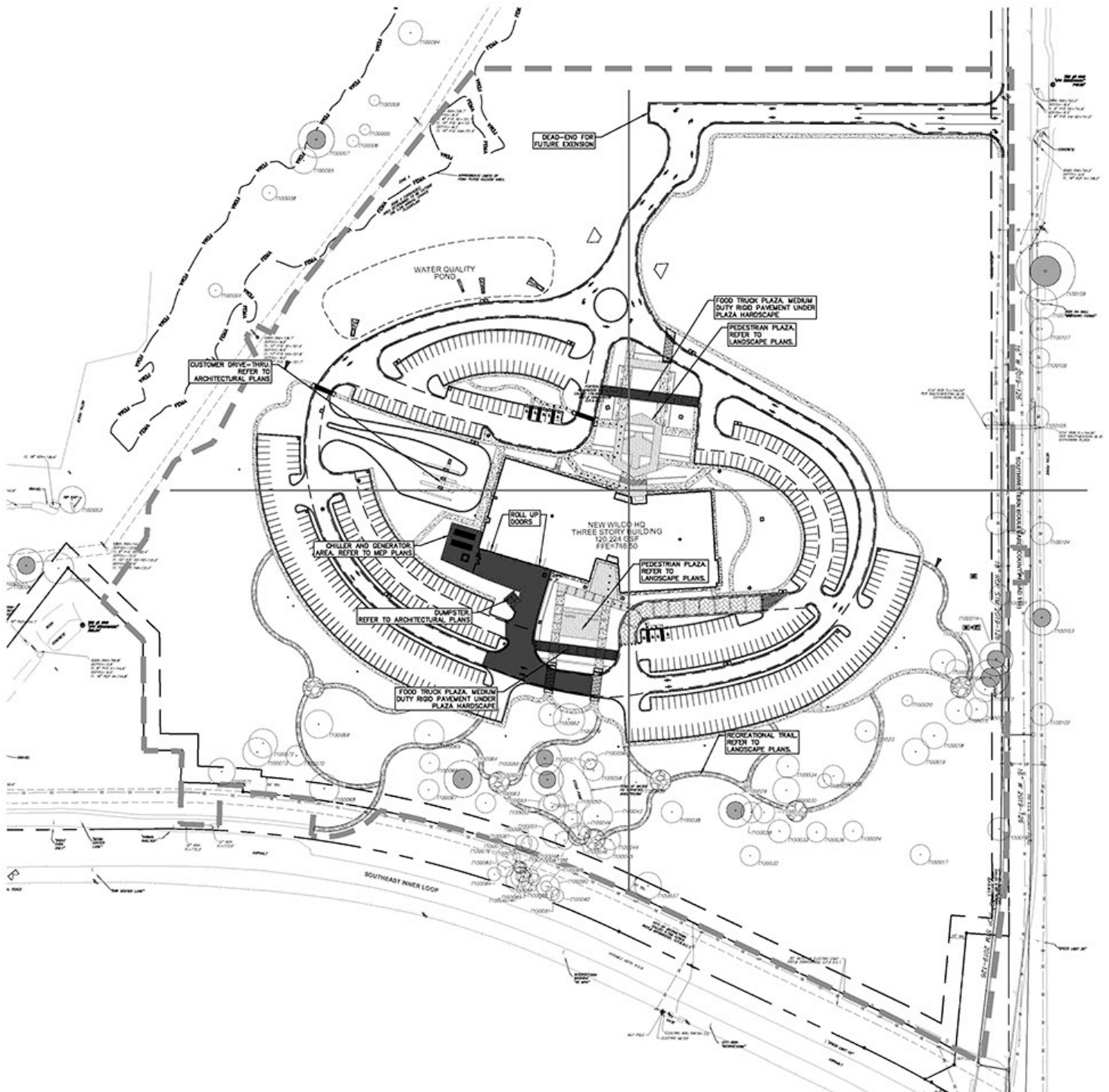


EXHIBIT B

FEE SCHEDULE

TESTING/OBSERVATION ITEM	UNIT COST	UNIT	ESTIMATED QUANTITY	ESTIMATED FEE
SOILS				
Laboratory Testing				
Moisture Density Relationship (Proctor)	\$306.00	each	8	\$2,448.00
Sieve Analysis - Washed through No. 200	\$102.00	each	6	\$612.00
Atterberg Limits	\$100.98	each	6	\$605.88
Lime Series Curve Determination Including Five pH test	\$535.20	each	2	\$1,070.40
Sulfate Testing	\$107.04	each	6	\$642.24
Sieve Analysis - Field	\$76.50	each	6	\$459.00
Soil pH for Lime Treated Subgrade (1 point)	\$107.04	each	6	\$642.24
Field Testing/Observation				
In-Place Nuclear Densities (Per Test)	\$30.60	each	235	\$7,191.00
Materials Technician	\$62.73	hour	458	\$28,730.34
Vehicle Travel Charge - 52 miles RT @ \$0.67 per mile	\$34.84	trip	110	\$3,832.40
Subtotal				\$46,233.50
REINFORCING STEEL OBSERVATIONS				
Field Observation/Testing				
Materials Technician	\$62.73	hour	56	\$3,512.88
Vehicle Travel Charge	\$34.84	trip	14	\$487.76
Subtotal				\$4,000.64
CONCRETE				
Laboratory Testing				
Concrete Compressive Strength Cylinders	\$33.66	each	180	\$6,058.80
Field Testing/Observation				
Materials Technician	\$62.73	hour	158	\$9,911.34
Vehicle Travel Charge	\$34.84	trip	50	\$1,742.00
Subtotal				\$17,712.14
PIER OBSERVATIONS (Assumed a pier construction production rate of an average of about 5 (building) & 11 (light poles) piers/day)				
Laboratory Testing				
Concrete Compressive Strength Cylinders	\$33.66	each	115	\$3,870.90
Field Testing/Observation				
Materials Technician	\$62.73	hour	236	\$14,804.28
Geotechnical Engineer	\$178.46	hour	4	\$713.84
Vehicle Travel Charge	\$34.84	trip	26	\$905.84
Subtotal				\$20,294.86

FEE ESTIMATE BREAKDOWN

TESTING/OBSERVATION ITEM	UNIT COST	UNIT	ESTIMATED QUANTITY	ESTIMATED FEE
MASONRY				
Laboratory Testing				
Compressive Strength Grout	\$33.66	each	40	\$1,346.40
Field Testing/Observation				
Materials Technician	\$62.73	hour	56	\$3,512.88
Vehicle Travel Charge	\$34.84	trip	16	\$557.44
Subtotal				\$5,416.72
THROUGH WALL FIRESTOP CAULKING PENETRATION OBSERVATIONS				
Field Testing/Observation				
Materials Technician	\$62.73	hour	16	\$1,003.68
Vehicle Travel Charge	\$34.84	trip	4	\$139.36
Subtotal				\$1,143.04
SPRAY-ON FIRE RESISTIVE MATERIALS				
Laboratory Testing				
Determination of Density	\$34.00	each	24	\$816.00
Field Testing/Observation				
Materials Technician (Thickness Measurements & Adhesion Testing)	\$62.73	hour	16	\$1,003.68
Vehicle Travel Charge	\$34.84	trip	4	\$139.36
Subtotal				\$1,959.04
STRUCTURAL STEEL INSPECTION				
Field Testing/Observation				
CWI Inspector	\$140.00	hour	112	\$15,680.00
Non Destructive Testing (Ultrasonic Testing)	\$156.00	hour	32	\$4,992.00
Ultrasonic Testing - Daily Equipment	\$104.00	day	4	\$416.00
Vehicle Travel Charge	\$34.84	trip	32	\$1,114.88
Subtotal				\$22,202.88
ASPHALT				
Laboratory Testing				
Bag Sample (gradation, asphalt content, molding specimens, density of molded specimens, maximum theoretical specific gravity)	\$562.02	each	9	\$5,058.18
Density of Asphalt Cores	\$74.46	each	18	\$1,340.28
Field Testing/Observation				
Materials Technician - Asphaltic Site Observation	\$62.73	hour	36	\$2,258.28
Concrete/AC Patch	\$77.82	hour	18	\$1,400.76
Standard Pavement Coring	\$91.23	each	18	\$1,642.14
Vehicle Travel Charge	\$34.84	trip	9	\$313.56
Subtotal				\$12,013.20
PROJECT ADMINISTRATION				
Admin/Clerical	\$70.00	hour	32	\$2,240.00
Engineer in Training	\$143.21	hour	32	\$4,582.72
Senior Project Manager	\$203.00	hour	32	\$6,496.00
Subtotal				\$13,318.72
TOTAL ESTIMATED FEE				\$144,294.74

CPI Rate Adjustments. Rates will remain firm for the initial first year of this Agreement and such rates shall be deemed the "Initial Base Rates." Test Engineer must request rate adjustments, in writing, at least thirty (30) days prior to each annual anniversary date of this Agreement and any rate changes will take effect on the first day following the prior year. If Test Engineer fails to request a CPI rate adjustment, as set forth herein, the adjustment will be effective thirty (30) days

after County receives Test Engineer's written request. No retroactive rate adjustments will be allowed.

Price adjustments will be made in accordance with changes in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, South Region (Base 1982-84 = 100).

The rate adjustment will be determined by multiplying the Initial Base Rates by a fraction, the numerator of which is the index number for most recently released index before each annual anniversary date of this Agreement and the denominator of which is the index number for the first month of this Agreement (the index number for the month in which this Agreement was originally executed). If the products are greater than the Initial Base Rates, County will pay the greater amounts as the rates during the successive year until the next rate adjustment. Rates for each successive year will never be less than the Initial Base Rates.

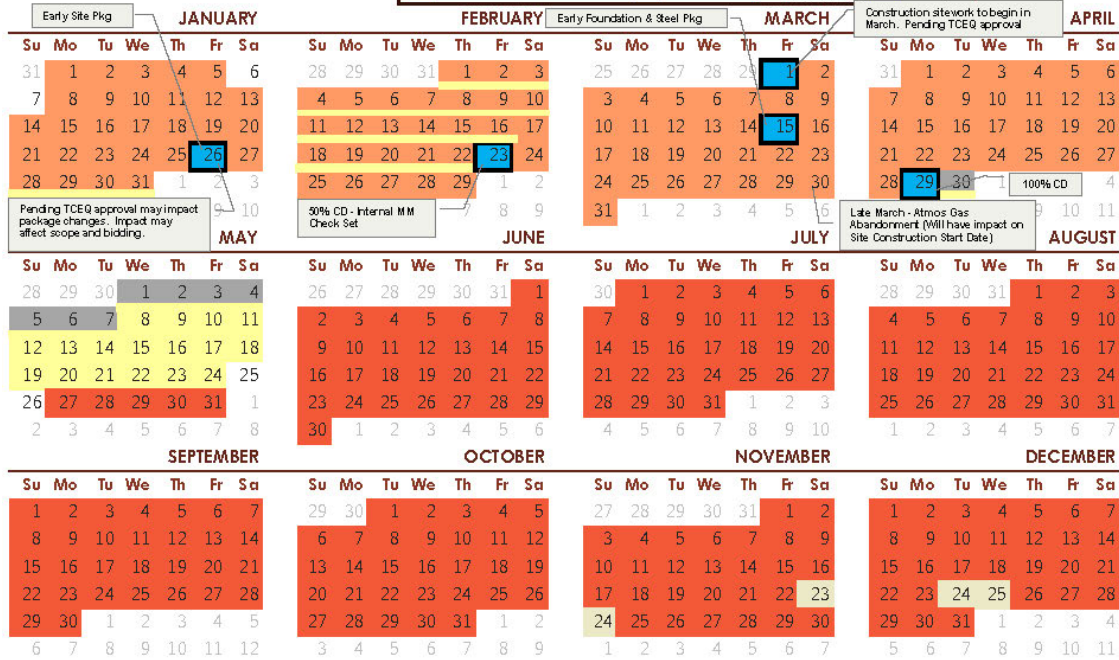
EXHIBIT C

PRODUCTION SCHEDULE

PROJECT SCHEDULE
WILLIAMSON COUNTY HQ FACILITY
PAGE 2 OF 4
DATE: 11.07.23



2024



PROJECT SCHEDULE
WILLIAMSON COUNTY HQ FACILITY
PAGE 3 OF 4
DATE: 11.07.23



2025

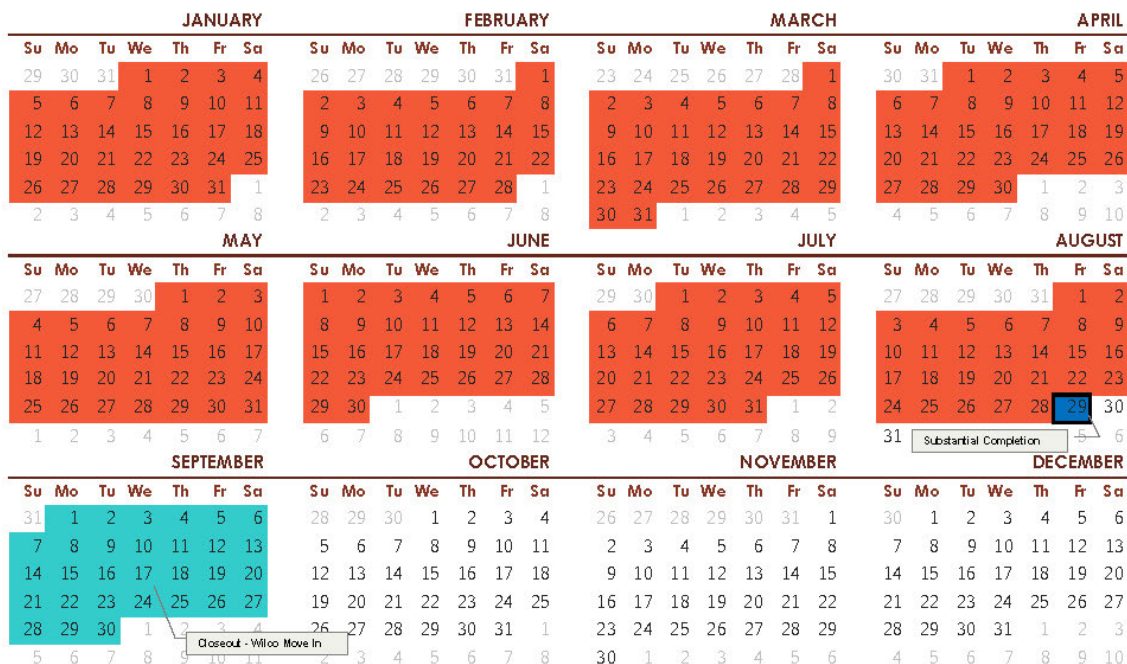


EXHIBIT D

Williamson County

Vendor Reimbursement Policy

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

This Policy may be altered, deleted or amended, at any time and without prior notice to vendors, by action of the Williamson County Commissioners Court. Unenforceable provisions of this Policy, as imposed by applicable law, regulations, or judicial decisions, shall be deemed to be deleted. Any revisions to this Policy will be distributed to all current vendors doing business with the County.

1. Invoices and Affidavits

- 1.1 Invoices must adequately describe the goods or services provided to County and include all required backup (i.e. reimbursable expenses, mileage log, timesheets, receipts detailing expenses incurred etc.) that is in a form acceptable to the Williamson County Auditor. Invoices that do not adequately describe the goods or services provided to County or contain backup that is satisfactory to the Williamson County Auditor will be returned to vendor for revisions and the provision above relating to invoice errors resolved in favor of the County shall control as to the required actions of vendor and when such invoice must be paid by the County.
- 1.2 In the event an invoice includes charges based upon hourly billing rates for services or any other rates based upon the amount of time worked by an individual or individuals in performing services, whether the charges are being billed directly to the County or whether they are the basis of invoices from subcontractors for which the vendor seeks reimbursement from the County, the charges shall be accompanied by an affidavit signed by an officer or principal of the vendor certifying that the work was performed, it was authorized by the County and that all information contained in the invoice that is being submitted is true and correct.
- 1.3 Upon County’s request, vendor must submit all bills paid affidavits wherein vendor must swear and affirm that vendor has paid each of its subcontractors, laborers, suppliers and material in full for all labor and materials provided to vendor for or in connection with services and work performed for County and, further, vendor must swear and affirm that vendor is not aware of any unpaid bills, claims, demands, or causes of action by any of its subcontractors, laborers, suppliers, or material for or in connection with the furnishing of labor or materials, or both, for services and work performed for County.

2. Travel Reimbursement

- 2.1 The County will only cover costs associated with travel for vendors outside a 45-mile radius from the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626.
- 2.2 The County will only cover costs associated with travel as documented work for County. If a vendor is also doing business for another client, the travel costs must be split in proportion to the amount of work actually performed for the County and the other client. The only allowable travel expense will be for the specific days worked for Williamson County.
- 2.3 No advance payments will be made to vendor for travel expenditures. The travel expenditure may only be reimbursed after the expenditure/trip has already occurred and vendor has provided the Williamson County Auditor with all necessary and required backup.

- 2.4 Vendors must submit all travel reimbursement requests on each employee in full. Specifically, a travel reimbursement request must include all related travel reimbursement expenses relating to a particular trip for which vendor seeks reimbursement. Partial travel reimbursement requests will not be accepted (i.e. vendor should not submit hotel and mileage one month then the next month submit rental car and airfare). If the travel reimbursement appears incomplete, the invoice will be sent back to the vendor to be submitted when all information is ready to submit in full.
- 2.5 Reimbursement for transportation costs will be at the most reasonable means of transportation (i.e.: airline costs will be reimbursed for coach rate, rental car costs will only be reimbursed if rental car travel was most reasonable means of travel as compared to travel by air).
- 2.6 The County will not be responsible for, nor will the County reimburse additional charges due to personal preference or personal convenience of individual traveling.
- 2.7 The County will not reimburse airfare costs if airfare costs were higher than costs of mileage reimbursement.
- 2.8 Additional expenses associated with travel that is extended to save costs (i.e. Saturday night stay) may be reimbursed if costs of airfare would be less than the cost of additional expenses (lodging, meals, car rental, mileage) if the trip had not been extended. Documentation satisfactory to the Williamson County Auditor will be required to justify expenditure.
- 2.9 County will only reimburse travel expense to necessary personnel of the vendor (i.e. no spouse, friends or family members).
- 2.10 Except as otherwise set forth herein, a vendor must provide a paid receipt for all expenses. If a receipt cannot be obtained, a written sworn statement of the expense from the vendor may be substituted for the receipt.
- 2.11 Sales tax for meals and hotel stays are the only sales taxes that will be reimbursed. Sales tax on goods purchased will not be reimbursed. A sales tax exemption form is available from the Williamson County Auditor's Office upon request.
- 2.12 The County will not pay for any late charges on reimbursable items. It is the responsibility of the vendor to pay the invoice first and seek reimbursement from the County.

3. Meals

- 3.1 Meal reimbursements are limited to a maximum of \$59.00 per day on overnight travel. On day travel (travel that does not require an overnight stay), meal reimbursements are limited to a maximum of \$25.00 per day. The travel must be outside the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626 by a 45-mile radius.
- 3.2 Receipts are required on meal reimbursement amounts up to the maximum per day amount stated for overnight or day travel. If receipts are not presented, the vendor can request per diem (per diem limits refer to 3.2). However, a vendor cannot combine per diem and meal receipts. Only one method shall be allowed.
- 3.3 Meals are reimbursable only to vendors who do not have necessary personnel located within a 45-mile radius of the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626, who are capable of carrying the vendor's obligations to the County. Meals will not be reimbursed to vendors who are located within a 45-mile radius of the Williamson County Courthouse.
- 3.4 County will not reimburse for alcoholic beverages.
- 3.5 Tips are reimbursable but must be reasonable to limitation of meal allowance
- 3.6 No meals purchased for entertainment purposes will be allowed.
- 3.7 Meal reimbursement must be substantiated with a hotel receipt.

4. Lodging

- 4.1 Hotel accommodations require an itemized hotel folio as a receipt. The lodging receipt should include name of the motel/hotel, number of occupant(s), goods or services for each individual charge (room rental, food, tax, etc.) and the name of the occupant(s). Credit card receipts or any other form of receipt are not acceptable.
- 4.2 Vendors will be reimbursed for a single room rate charge plus any applicable tax. If a single room is not available, the vendor must provide documentation to prove that a single room was not available in order to justify the expense over and above the single room rate. A vendor may also be required to provide additional documentation if a particular room rate appears to be excessive.
- 4.3 Personal telephone charges, whether local or long distance, will not be reimbursed.

5. Airfare

- 5.1 The County will only reimburse up to a coach price fare for air travel.
- 5.2 The County will exclude any additional charges due to personal preference or personal convenience of the individual traveling (i.e. seat preference charges, airline upgrades, etc. will not be an allowable reimbursement)
- 5.3 Air travel expenses must be supported with receipt copy of an airline ticket or an itinerary with actual ticket price paid. If tickets are purchased through a website, vendor must submit a copy of the webpage showing the ticket price if no paper ticket was issued.
- 5.4 Cancellation and/or change flight fees may be reimbursed by the County but vendor must provide the Williamson County Auditor with documentation in writing from a County department head providing authorization for the change.
- 5.5 The County will not reimburse vendor for tickets purchased with frequent flyer miles.

6. Car Rental

- 6.1 Vendors that must travel may rent a car at their destination when it is less expensive than other transportation such as taxis, airport shuttles or public transportation such as buses or subways.
- 6.2 Cars rented must be economy or mid-size. Luxury vehicle rentals will not be reimbursed. Any rental costs over and above the cost of a mid-size rental will be adjusted.
- 6.3 Vendors will be reimbursed for rental cars if the rental car cost would have been less than the mileage reimbursement cost (based on the distance from vendor's point of origin to Williamson County, Texas) had the vendor driven vendor's car.
- 6.4 Vendors must return a car rental with appropriate fuel levels as required by rental agreement to avoid the car rental company from adding fuel charges.
- 6.5 Rental agreement and credit card receipt must be provided to County as back up for the request for reimbursement.
- 6.6 Insurance purchased when renting vehicle may also be reimbursed.
- 6.7 Car Rental optional extras such as GPS, roadside assistance, and administrative fees on Tolls will not be reimbursed.

7. Personal Car Usage

- 7.1 Personal vehicle usage will be reimbursed in an amount equal to the standard mileage rate allowed by the IRS.
- 7.2 Per code of Federal Regulations, Title 26, Subtitle A, Chapter 1, Subchapter B, Part IX, Section 274(d), all expense reimbursement requests must include the following:
 - 7.2.1.1 Date
 - 7.2.1.2 Destination
 - 7.2.1.3 Purpose

- 7.2.1.4 Name of traveler(s)
- 7.2.1.5 Correspondence that verifies business purpose of the expense
- 7.3 The mileage for a personal vehicle must document the date, location of travel to/from, number of miles traveled and purpose of trip.
- 7.4 Mileage will be reimbursed on the basis of the most commonly used route.
- 7.5 Reimbursement for mileage shall not exceed the cost of a round trip coach airfare.
- 7.6 Reimbursement for mileage shall be prohibited between place of residence and usual place of work.
- 7.7 Mileage should be calculated from employee's regular place of work or their residence, whichever is the shorter distance when traveling to a meeting or traveling to Williamson County, Texas for vendors who are located outside of the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626 by at least a 45-mile radius.
- 7.8 When more than one person travels in same vehicle, only one person may claim mileage reimbursement.
- 7.9 Tolls, if reasonable, are reimbursable. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement (administrative fees on Tolls will not be reimbursed).
- 7.10 Parking fees, if reasonable are reimbursable for meetings and hotel stays. For vendors who contract with a third party for visitor parking at vendor's place of business, Williamson County will not reimburse a vendor based on a percentage of its contracted visitor parking fees. Rather, Williamson County will reimburse Vendor for visitor parking on an individual basis for each time a visitor uses Vendor's visitor parking. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement.
- 7.11 Operating and maintenance expenses as well as other personal expenses, such as parking tickets, traffic violations, and car repairs and collision damage are not reimbursable.

8. Other Expenses

- 8.1 Taxi fare, bus tickets, conference registrations, parking, etc. must have a proper original receipt.

9. Repayment of Non-reimbursable Expense.

Vendors must, upon demand, immediately repay County for all inappropriately reimbursed expenses whenever an audit or subsequent review of any expense reimbursement documentation finds that such expense was reimbursed contrary to these guidelines and this Policy. Williamson County reserves the right to retain any amounts that are due or that become due to a vendor in order to collect any inappropriately reimbursed expenses that a vendor was paid.

10. Non-Reimbursable Expenses

In addition to the non-reimbursable items set forth above in this Policy, the following is a non-exhaustive list of expenses that will not be reimbursed by Williamson County:

- 10.1 Alcoholic beverages/tobacco products
- 10.2 Personal phone calls
- 10.3 Laundry service
- 10.4 Valet service (excludes hotel valet)
- 10.5 Movie rentals
- 10.6 Damage to personal items
- 10.7 Flowers/plants

- 10.8 Greeting cards
- 10.9 Fines and/or penalties
- 10.10 Entertainment, personal clothing, personal sundries and services
- 10.11 Transportation/mileage to places of entertainment or similar personal activities
- 10.12 Upgrades to airfare, hotel and/or car rental
- 10.13 Airport parking above the most affordable rate available
- 10.14 Excessive weight baggage fees or cost associated with more than two airline bags
- 10.15 Auto repairs
- 10.16 Babysitter fees, kennel costs, pet or house-sitting fees
- 10.17 Saunas, massages or exercise facilities
- 10.18 Credit card delinquency fees or service fees
- 10.19 Doctor bills, prescription and other medical services
- 10.20 Hand tools
- 10.21 Safety Equipment (hard hats, safety vests, etc.)
- 10.22 Office Supplies
- 10.23 Lifetime memberships to any association
- 10.24 Donations to other entities
- 10.25 Any items that could be construed as campaigning
- 10.26 Technology Fees
- 10.27 Sales tax on goods purchased
- 10.28 Any other expenses which Williamson County deems, in its sole discretion, to be inappropriate or unnecessary expenditures.

EXHIBIT E

DEBARMENT CERTIFICATION

STATE OF TEXAS

§
§

COUNTY OF WILLIAMSON

§

1. I, the undersigned, being duly sworn or under penalty of perjury under the laws of the United States and the State of Texas, certifies that Test Engineer and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;
 - b. Have not, within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public* transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity* with commission of any of the offenses enumerated in paragraph 1(b) of this certification;
 - d. Have not, within a three-year period preceding this application/proposal, had one or more public transactions* terminated for cause or default; and
 - e. Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

3/25/2024
Wilco HQ

Raba Kistner, Inc.

Yvonne G. Thomas
Signature of Certifying Official

Yvonne Garcia Thomas, P.E.

Printed Name of Certifying Official

Vice President

Title of Certifying Official

3/26/2024

Date

2. Where the PROVIDER is unable to certify to any of the statements in this certification, such PROVIDER shall attach an explanation to this certification.

* federal, state, or local

SUBSCRIBED and sworn to before me, the undersigned authority, by Yvonne Garcia Thomas, P.E.
the Vice President of Raba Kistner, Inc., on behalf of said firm.
Signatory Title Entity Name Signatory Name



Lara T. Olivarez
Notary Public in and for the
State of Texas
My commission expires: 10/11/26

EXHIBIT F
CERTIFICATES OF INSURANCE

Test Engineer and Subconsultant Certificates of Insurance attached:

March 13, 2024

Mr. Trent Jacobs & Mr. Dale Butler
WILCO Texas
3101 SE Inner Loop
Georgetown, Texas 78626


Raba Kistner, Inc.
8100 Cameron Road, Suite B-150
Austin, TX 78754
www.rkci.com
P 512.339.1745
F 512.339.6174
F-3257

**Re: Construction Materials Testing Services
New Williamson County Headquarters Facility
Southwestern Blvd. (SE Inner Loop),
Georgetown, Texas 78626**

Dear Mr. Trent Jacobs & Mr. Dale Butler:

RABA KISTNER Consultants, Inc. (RKCI) is pleased to submit our proposal to provide the construction materials observation and testing services on the project referenced above.

We propose an estimated budget of **\$144,294.74** for testing and observation services for the referenced project. This budget is based on our understanding of the project, an estimate of quantities, and past experience with similar projects. A cost estimate breakdown is presented in the attached spreadsheet. Construction sequencing, delays, and the number of times that the client or their representative requests our services will affect the suggested budget. Services will be provided on a call-out basis for the cost-estimate spreadsheet attached to this proposal. The scope of work includes the observation and testing of the following construction materials:

- Soils laboratory testing, in-place field nuclear density testing,
- Reinforcing steel observations,
- Concrete (and masonry) compressive strength specimen sampling, testing, and reporting,
- Drilled pier observations,
- Spray-on fire resistive materials,
- Through wall firestop caulking penetration observations,
- Structural steel observations,
- Asphalt aggregate sampling and observation.

This proposal may serve as RKCI's work agreement for the referenced project. Please sign this proposal, initial every page of each attachment, fill out the Report Distribution List, and return one signed original to our office as authorization for RKCI to provide these services. If you choose to issue your own purchase order or work agreement, please reference our proposal number.

Thank you for allowing RKCI the opportunity to submit our proposal for the construction materials observation and testing services. We have a fully-equipped AASHTO Accredited laboratory and we look forward to providing these services to you during the construction of this project. If you have any questions concerning our proposal or need any additional information, please call us at (512) 339-1745.

March 13, 2024

Very truly yours,

RABA KISTNER CONSULTANTS, INC.

Approved
By:

(Signature)

(Printed or Typed Name)

(Title)

(Company Name)

(Date)



David A. Brown
Lead CoMET Estimator



Ali Hekmatfar, Ph.D., P.E.
CoMET Project Manager

DB/AH: hl

Attachments: Fee Estimate Breakdown
 Scope of Work
 Report Distribution
 Terms and Conditions

FEE ESTIMATE BREAKDOWN

Project Name: New Williamson County Headquarters Facility				
Project Location: Southwestern Blvd. (SE Inner Loop), Georgetown, Texas 78626				
Contact: Trent Jacobs & Dale Butler				
Client: WILCO TEXAS				
Address: 3101 SE Inner Loop				
City/State/Zip: Georgetown, TX 78626				
Phone Number: 512.966.9472				
Fax: NP				
Email: trenton.jacobs@wilco.org, dbutler@wilco.org				
TESTING/OBSERVATION ITEM	UNIT COST	UNIT	ESTIMATED QUANTITY	ESTIMATED FEE
SOILS				
Laboratory Testing				
Moisture Density Relationship (Proctor)	\$306.00	each	8	\$2,448.00
Sieve Analysis - Washed through No. 200	\$102.00	each	6	\$612.00
Atterberg Limits	\$100.98	each	6	\$605.88
Lime Series Curve Determination Including Five pH test	\$535.20	each	2	\$1,070.40
Sulfate Testing	\$107.04	each	6	\$642.24
Sieve Analysis - Field	\$76.50	each	6	\$459.00
Soil pH for Lime Treated Subgrade (1 point)	\$107.04	each	6	\$642.24
Field Testing/Observation				
In-Place Nuclear Densities (Per Test)	\$30.60	each	235	\$7,191.00
Materials Technician	\$62.73	hour	458	\$28,730.34
Vehicle Travel Charge - 52 miles RT @ \$0.67 per mile	\$34.84	trip	110	\$3,832.40
Subtotal				\$46,233.50
REINFORCING STEEL OBSERVATIONS				
Field Observation/Testing				
Materials Technician	\$62.73	hour	56	\$3,512.88
Vehicle Travel Charge	\$34.84	trip	14	\$487.76
Subtotal				\$4,000.64
CONCRETE				
Laboratory Testing				
Concrete Compressive Strength Cylinders	\$33.66	each	180	\$6,058.80
Field Testing/Observation				
Materials Technician	\$62.73	hour	158	\$9,911.34
Vehicle Travel Charge	\$34.84	trip	50	\$1,742.00
Subtotal				\$17,712.14
PIER OBSERVATIONS (Assumed a pier construction production rate of an average of about 5 (building) & 11 (light poles) piers/day)				
Laboratory Testing				
Concrete Compressive Strength Cylinders	\$33.66	each	115	\$3,870.90
Field Testing/Observation				
Materials Technician	\$62.73	hour	236	\$14,804.28
Geotechnical Engineer	\$178.46	hour	4	\$713.84
Vehicle Travel Charge	\$34.84	trip	26	\$905.84
Subtotal				\$20,294.86

FEE ESTIMATE BREAKDOWN

TESTING/OBSERVATION ITEM	UNIT COST	UNIT	ESTIMATED QUANTITY	ESTIMATED FEE
MASONRY				
Laboratory Testing				
Compressive Strength Grout	\$33.66	each	40	\$1,346.40
Field Testing/Observation				
Materials Technician	\$62.73	hour	56	\$3,512.88
Vehicle Travel Charge	\$34.84	trip	16	\$557.44
Subtotal				\$5,416.72
THROUGH WALL FIRESTOP CAULKING PENETRATION OBSERVATIONS				
Field Testing/Observation				
Materials Technician	\$62.73	hour	16	\$1,003.68
Vehicle Travel Charge	\$34.84	trip	4	\$139.36
Subtotal				\$1,143.04
SPRAY-ON FIRE RESISTIVE MATERIALS				
Laboratory Testing				
Determination of Density	\$34.00	each	24	\$816.00
Field Testing/Observation				
Materials Technician (Thickness Measurements & Adhesion Testing)	\$62.73	hour	16	\$1,003.68
Vehicle Travel Charge	\$34.84	trip	4	\$139.36
Subtotal				\$1,959.04
STRUCTURAL STEEL INSPECTION				
Field Testing/Observation				
CWI Inspector	\$140.00	hour	112	\$15,680.00
Non Destructive Testing (Ultrasonic Testing)	\$156.00	hour	32	\$4,992.00
Ultrasonic Testing - Daily Equipment	\$104.00	day	4	\$416.00
Vehicle Travel Charge	\$34.84	trip	32	\$1,114.88
Subtotal				\$22,202.88
ASPHALT				
Laboratory Testing				
Bag Sample (gradation, asphalt content, molding specimens, density of molded specimens, maximum theoretical specific gravity)	\$562.02	each	9	\$5,058.18
Density of Asphalt Cores	\$74.46	each	18	\$1,340.28
Field Testing/Observation				
Materials Technician - Asphaltic Site Observation	\$62.73	hour	36	\$2,258.28
Concrete/AC Patch	\$77.82	hour	18	\$1,400.76
Standard Pavement Coring	\$91.23	each	18	\$1,642.14
Vehicle Travel Charge	\$34.84	trip	9	\$313.56
Subtotal				\$12,013.20
PROJECT ADMINISTRATION				
Admin/Clerical	\$70.00	hour	32	\$2,240.00
Engineer in Training	\$143.21	hour	32	\$4,582.72
Senior Project Manager	\$203.00	hour	32	\$6,496.00
Subtotal				\$13,318.72
TOTAL ESTIMATED FEE				\$144,294.74

March 13, 2024

SCOPE OF WORK
Construction Materials Testing Services
New Williamson County Headquarters Facility
Southwestern Blvd. (SE Inner Loop), Georgetown, Texas 78626

General:

1. We understand that WILCO TEXAS will require the services of experienced engineering technicians as scheduled by you or your representatives. We request twenty-four (24) hour notification to properly schedule our work.
2. Service charges are based on the hourly rates stated herein and will be assessed from the time the Engineer or Technician leaves our office until he returns from the project.
3. A vehicle travel charge will be assessed for round-trip travel from our office to the project site, material supplier, etc. and back to our office. The charges from our office to the project site will be as follows:

Vehicle Travel Charge \$34.84 Trip
4. Our total cost of services is based upon the assumption that this project will require a technician on site during normal work hours. Normal work hours are defined as Monday through Friday, 7:00 am to 5:00 pm.
5. Invoices will be submitted monthly for work in progress in our standard format. Our invoices are due and payable upon receipt at P.O. Box 971037, Dallas, Dallas County, Texas 75397-1037. All parties hereby agree that this agreement upon acceptance will be performable in Williamson County, Texas. In the event that the State of Texas legislates a sales tax on professional services, the amount of tax applicable will be added to the appropriate service rate charged by Raba-Kistner Consultants, Inc.
6. Raba-Kistner will utilize the on-site initial field curing facilities provided by the contractor. The cost of providing and maintaining these initial curing facilities is not included in our proposal.

March 13, 2024

REPORT DISTRIBUTION LIST

Please provide RKCI with project distribution for our submittal of reports on this project. Unless otherwise indicated, testing and observation reports will be distributed via email.

Client: _____

Attention: _____

Phone No.: _____ Email: _____

Architect: _____

Attention: _____

Phone No.: _____ Email: _____

Engineer: _____

Attention: _____

Phone No.: _____ Email: _____

Contractor: _____

Attention: _____

Phone No.: _____ Email: _____

Other: _____

Attention: _____

Phone No.: _____ Email: _____

Please return this Attachment via fax or mail with signed Authorization.



STANDARD TERMS AND CONDITIONS

1. DEFINITIONS.

1.1 **RK.** Raba Kistner, Inc., and / or one of its subsidiaries (Project Control of Texas, Inc. or PC Sports, Inc.) that is being engaged to provide the services to CLIENT in connection with the delivery of the proposal to which these Standard Terms and Conditions relate.

1.2 **CLIENT.** Person, entity or organization for which RK is rendering services regarding the Project.

1.3 **PROJECT.** The activity, venture, plan, building, site or investigation for which CLIENT has engaged RK to provide professional services.

1.4 **CONTRACTOR.** Person, entity or organization providing construction services, including labor and material for the Project.

1.5 **SERVICES.** The professional services to be performed by RK as set forth in the proposal or Agreement to which the Standard Terms and Conditions are attached.

1.6 **AGREEMENT.** RK's proposal accepted by CLIENT and these Standard Terms and Conditions which are incorporated into and made a part of the Agreement.

2. **SERVICES.** RK is being engaged by the CLIENT to render professional services ("Services") involving only RK's advice, judgment and opinion. RK may subcontract all or a portion of the Services performed hereunder. RK shall apply professional judgment in determining the extent to which RK complies with any given standard identified in RK's instruments of professional services. CLIENT expressly acknowledges that RK makes no warranties or guarantees, expressed or implied, regarding the Services.

3. **INFORMATION PROVIDED BY CLIENT.** CLIENT may provide or direct RK to utilize or rely upon certain information ("CLIENT Information") in the performance of RK's services. RK shall be entitled to rely upon such CLIENT Information. RK will not conduct an independent evaluation of the accuracy or completeness of such CLIENT Information and shall not be responsible for any errors or omissions in such information. RK's report, as well as any recommendations, findings, and conclusions made by RK, are dependent on information received from CLIENT. Changes or modifications to the information provided by CLIENT can affect RK's evaluation, recommendations, findings and conclusions, and CLIENT agrees—as a material term of this Agreement—to notify RK immediately, in writing, if CLIENT becomes aware of any such changes or modifications, including changes to the size, scope, location, or other material characteristics of CLIENT's project. The CLIENT shall be responsible for providing

the location of all underground utilities and other structures in the vicinity of RK borings or excavations. RK will not accept responsibility and will not be liable for affecting or damaging any underground utility, underground storage tank, or other subsurface condition not previously identified and located, or improperly located, by the CLIENT, a utility, or a utility locating agency.

4. **SITE ACCESS AND SITE SAFETY.** CLIENT shall provide right-of-entry to the buildings and sites which are the subjects of RK's services. CLIENT represents that it possesses authority for such right-of-entry and that the building/site operator(s) possess the necessary permits and licenses for current activities at the site. RK shall be responsible for supervision and site safety measures of its own employees and subconsultants, but shall not be responsible for the supervision or health and safety precautions of any other parties, including CLIENT, CLIENT's contractors, subcontractors, or other parties present at the site.

5. **SUBSURFACE EXPLORATIONS.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. CLIENT understands RK's layout of boring and test locations is approximate and that RK may deviate a reasonable distance from those locations. RK will take reasonable precautions to reduce damage to the site when performing services; however, CLIENT accepts that invasive services such as drilling, or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the scope of services.

6. **CHANGED CONDITIONS.** If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to RK are uncovered or revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks or other material terms of this Agreement, RK may require renegotiation of appropriate portions of this Agreement. RK shall notify the CLIENT of the changed conditions necessitating renegotiation, and RK and the CLIENT shall promptly and in good faith attempt to renegotiate the terms of the agreement affected by the changed conditions. If changes cannot be agreed to with respect to the changed conditions, the parties shall utilize the Dispute Resolution/Litigation procedures in this Agreement.

7. **TESTING AND OBSERVATIONS.** CLIENT understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. RK will provide test results and opinions based on tests and field observations only for the work tested. CLIENT understands that testing and observation are not continuous or exhaustive and are conducted to reduce – not eliminate – project risk. CLIENT agrees to the level or amount of testing performed and the associated risk. CLIENT is responsible (even if CLIENT delegates such responsibility to Contractor) for notifying and scheduling RK to perform these services. RK shall not be responsible for the quality and completeness of contractor's work or Contractor's adherence to the project plans, specifications and other related documents. RK's performance of testing and observation services shall not relieve Contractor in any way from responsibility for defects discovered in Contractor's work or create a

warranty or guarantee on the part of RK. CLIENT acknowledges that RK will not supervise or direct the work performed by Contractor or its subcontractors and is not responsible for their means and methods.

8. **ESTIMATE OF FEES FOR SERVICES.** If included as part of RK's proposal, RK will, to the best of its ability, perform the scope of services within the proposed fee estimate provided by RK. RK's proposal fees are based upon an estimate of the services required to meet the specifications for the project and following generally accepted engineering practices. The CLIENT recognizes that unforeseen circumstances along with changes in scope and project/contractor's schedules can influence the successful completion of the scope of services within the estimated proposed fees. Because Contractor has sole control over the project and determines the means and methods used to build/construct the project, RK's service fees are estimates and not lump sum or guaranteed maximum fees. The CLIENT is fully responsible for payment for all services provided, including retests of areas or samples that failed to meet Project specifications. The Estimate of Fees is valid for a period of 60 days after RK's proposal is submitted to CLIENT. If RK's proposal is not accepted by CLIENT within 60 days after it is submitted to CLIENT, RK may modify the Estimate of Fees.
9. **REPORTS.** RK may provide CLIENT with written reports in connection with the Services performed. Such reports will present such findings and conclusions as RK may reasonably make with the information gathered while performing its services and provided by CLIENT. The reports may be copied for inclusion in other documents related to the project provided they are reproduced in their entirety. Reports and other instruments of service are prepared for, and made available for, the sole use of the CLIENT, and the contents thereof may not be used or relied upon by others without the express written authorization of RK. Any unauthorized use or distribution of RK's reports shall be at the CLIENT's sole risk and without liability to RK.
10. **TOXIC AND HAZARDOUS MATERIALS.** CLIENT shall provide RK with all information within CLIENT's possession or knowledge related to the potential or presence of toxic or hazardous materials or pollutants at the Project site. CLIENT agrees that RK neither created nor contributed to the creation or existence of any toxic or hazardous materials or pollutants. In no event shall RK be required to sign a hazardous waste manifest or take ownership of any toxic or hazardous materials or pollutants. If unanticipated toxic or hazardous materials or pollutants are encountered while RK is performing its services, RK reserves the right to stop field operations and notify CLIENT and CLIENT assumes responsibility to notify appropriate regulatory agencies. RK and CLIENT must mutually agree to remobilize.
11. **NO THIRD-PARTY BENEFICIARIES.** The services and any report(s) prepared under this Agreement are for the sole benefit and sole use of CLIENT and are not for the use of any other party or person. Only CLIENT may rely upon the services and any report or work product. Nothing in this Agreement, or any subsequent amendments or modifications, or in any report issued under this Agreement, shall create a contractual relationship with

or a cause of action in the favor of any third party against either RK or CLIENT. If CLIENT provides a copy of any report prepared by RK to others, it shall advise the recipient that the information contained in the report is provided for information only and is not to be relied upon by third parties.

12. **LEED PROJECTS.** Unless specifically addressed elsewhere in this agreement, RK has no responsibility or liability, including duty to defend or duty to indemnify, any party (including but not limited to CLIENT, owner, owner's agents, architects, engineers, contractors, construction managers, subcontractors) for the LEED certification process including: developing, producing, or retaining any documentation relating to the calculation of LEED points; and attainment of LEED certification points or LEED ratings.
13. **STANDARD OF CARE.** RK shall perform its professional services in accordance with the standard of care and diligence normally practiced by professional firms in performing services of a similar nature, in the same locality, under similar circumstances. CLIENT expressly acknowledges that RK makes no other warranties or guarantees, expressed or implied, regarding its professional services or its work product.
14. **RISK ALLOCATION.** RK will be responsible only for its own work, and that of its sub-consultants, and not for defects in the work designed or built by others.
15. **LIMITATION OF LIABILITY.** CLIENT AND RK HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING RK'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE RISKS SO, TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF RK (AND ITS RELATED ENTITIES, EMPLOYEES, OWNERS, AGENTS, AND REPRESENTATIVES) TO CLIENT (AND THIRD PARTIES GRANTED RELIANCE ON RK'S WORK PRODUCT, OR OTHERWISE SEEKING RECOVERY UNDER THIS AGREEMENT) IS LIMITED TO THE GREATER OF \$100,000 OR THE FEE PAID RK UNDER THIS AGREEMENT, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF RK'S SERVICES OR THIS AGREEMENT REGARDLESS OF CAUSE(S) OR THE THEORY OF LIABILITY.
16. **CONSEQUENTIAL DAMAGES.** Neither CLIENT nor RK will be liable to the other for any special, consequential, indirect, incidental or penal losses or damages of any kind, nor will CLIENT or RK be liable to the other for losses, damages, or claims, regardless of how defined, related to: lost profits; unavailability of property or facilities; shutdowns or service interruptions; loss of use, revenue, opportunity, or inventory; use charges, carrying costs, cost of substitute facilities, goods, or services; cost of capital, or claims of any other party and/or its customers.
17. **SUSPENSION OF SERVICES.** If CLIENT fails to make payments when due or otherwise is in breach of this Agreement, RK may suspend performance of services upon seven (7) calendar days' notice to CLIENT. RK shall have no liability whatsoever to CLIENT for any costs or damages as a result of such suspension. Upon payment in full by CLIENT, RK may resume services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for RK to resume performance. Payment of invoices shall not be subject to any discounts or set-offs by CLIENT unless agreed to in writing by RK. Payment to RK for services rendered and expenses incurred will be due and payable regardless of any subsequent suspension or termination of this Agreement by either party. CLIENT shall not make any changes to RK's banking and deposit information or payment instructions unless CLIENT

communicates the requested changes to RK orally and in writing and obtains written confirmation from an RK officer that the requested changes are legitimate and authorized by RK. If CLIENT makes a payment to a third party instead of to RK based on an unauthorized request to CLIENT for a change to RK's banking and deposit information or payment instructions and without obtaining written confirmation of the change from RK, CLIENT will remain liable to RK for payment of the amount of the unauthorized payment.

18. **WAIVER OF SUBROGATION.** To the extent damages are covered by property insurance, or any other available insurance coverage, CLIENT and RK waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages. CLIENT agrees that CLIENT shall procure or cause to be procured builder's risk insurance or other property insurance for its project. RK and CLIENT waive all rights against each other and any of their consultants, contractors, subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, flood, or other causes of loss to the extent covered by CLIENT's or CLIENT's Contractor's builder's risk insurance, or other available insurance coverage. The policies shall provide waivers of subrogation by endorsement or otherwise. CLIENT shall require of its contractors, consultants, agents and employees similar waivers in favor of RK and its subconsultants. 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.

19. **OWNERSHIP OF DOCUMENTS.** RK's reports, drawings, plans, specifications, and other documents and deliverables are instruments of professional service ("Instruments of Service") developed by RK in contemplation of a wide array of project-specific variables, including how the documents will be used and by whom. RK shall be the author, owner and custodian of the Instruments of Service, and shall retain all common law, statutory, and other reserved rights, including copyright. By execution of this Agreement, RK grants to CLIENT a limited, nonexclusive license to use the Instruments of Service for purposes of constructing, using, and maintaining the project for which the services are performed, provided CLIENT substantially performs its obligations, including prompt payment of all sums when due, under this agreement.

Upon completion of the services, and payment in full of all monies due RK, CLIENT may retain copies of all such documents. **THE INSTRUMENTS OF SERVICE ARE NOT INTENDED NOR REPRESENTED TO BE SUITABLE FOR REUSE ON EXTENSIONS, MODIFICATIONS, OR ADAPTATIONS OF THE PROJECT, OR ANY OTHER PROJECT. ANY REUSE OF SUCH DOCUMENTS, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY RK FOR THE SPECIFIC PURPOSE INTENDED, WILL BE AT CLIENT'S SOLE RISK WITHOUT LIABILITY OR LEGAL EXPOSURE TO RK. CLIENT AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY, DEFEND, AND HOLD HARMLESS RK, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND CONSULTANTS AGAINST ALL CLAIMS,**

DAMAGES, LOSSES, AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES, DEFENSE COSTS, AND COURT COSTS) ARISING FROM, OR ALLEGEDLY ARISING FROM, OR IN ANY WAY CONNECTED WITH, THE UNAUTHORIZED REUSE OR MODIFICATION OF THE DOCUMENTS BY CLIENT OR ANY PERSON OR ENTITY THAT ACQUIRES OR OBTAINS THE DOCUMENTS FROM OR THROUGH CLIENT WITHOUT THE WRITTEN AUTHORIZATION OF RK REGARDLESS OF WHETHER SUCH CLAIMS, DEMANDS, OR ACTIONS ARE FOUNDED IN WHOLE OR IN PART UPON ALLEGED NEGLIGENCE OF RK, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR CONSULTANTS.

Parties other than CLIENT and RK may apply to use an instrument, using a form prepared by RK for that purpose. Others' use of an instrument shall be permitted only when CLIENT and RK both so agree; either shall have the right to forbid use by others. In addition, RK shall make its permission contingent upon the satisfaction of certain conditions when, in RK's professional judgment, such a contingency is necessary.

20. **DISPUTE RESOLUTION/LITIGATION.** All claims, disputes, and other controversies between RK and CLIENT arising out of, or in any way related to, the services provided by RK shall be submitted to mediation, before and as a condition precedent to, other remedies provided by law. Any litigation related to the Agreement or RK's performance of its professional services shall be commenced in a court in Bexar County, Texas. CLIENT consents to personal jurisdiction in the State of Texas and agrees that venue of any litigation shall be in Bexar County, the county where RK's principal place of business is located. CLIENT waives any objection to personal jurisdiction in Texas or to venue in Bexar County. The prevailing party in such litigation will be entitled to recover all court costs, attorneys' fees, and other legally recoverable claim-related expenses. As a condition precedent to mediation and / or litigation related to any claim arising out of the services provided under this Agreement, CLIENT shall obtain a written affidavit from a registered, independent, and reputable professional engineer describing any error, omission or other act by RK that allegedly failed to comply with the professional standard of care applicable to RK's performance of services and provide such affidavit to RK. The affidavit shall comply with the requirements of Texas Civil Practice & Remedies Code Chapter 150.
21. **TERMINATION OF CONTRACT.** CLIENT and RK may terminate RK's services at any time upon ten (10) calendar days' written notice. In the event of termination, CLIENT agrees to fully compensate RK for services performed including reimbursable expenses through the termination date, as well as reasonable demobilization expenses. RK will terminate its services without waiving any claims against or incurring any liability to CLIENT.
22. **STATUTE OF LIMITATIONS.** Any applicable statute of limitations will commence to run and any cause of action shall be deemed to have accrued not later than the earlier of the following: (1) the date of the report issued by RK giving rise to the cause of action; (2) the date on which RK issues its last report under this Agreement; or (3) if RK is retained to perform construction observation, the date of substantial completion of the project.
23. **FORCE MAJEURE.** Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control ("Force Majeure") including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected. Force Majeure may not be claimed as a cause for delay in payment of money due and payable hereunder.

24. **NO ASSIGNMENT.** Neither RK nor CLIENT shall assign or transfer its interest in this Agreement without the express written consent of the other.
25. **SEVERABILITY.** Each provision of this Agreement is intended to be severable. If any terms or provisions of this agreement shall be held to be invalid, illegal, or unenforceable for any reason whatsoever, the validity, legality, and enforceability of the remaining provisions hereof shall remain in full force and effect and shall not in any way be affected or impaired thereby. Moreover, to the maximum extent allowed by law, the Parties hereto stipulate that any offending provisions will be modified or altered, as necessary, so as to give such provisions the maximum permissible effect and application intended.
26. **ENTIRE AGREEMENT.** This Agreement, and all of its attachments, constitutes the entire, integrated Agreement between the Parties to it, and this Agreement supersedes all other Agreements, oral or written between the Parties, concerning the subject set forth in this Agreement. This Agreement may not be amended except in writing, with that amendment being signed by both Parties.

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.

Raba Kistner, Inc.
San Antonio, TX United States

Certificate Number:

2024-1139256

Date Filed:

03/26/2024

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.

0509-24-XXX-02
Professional Services Agreement â Geotech-CMT

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

5 Check only if there is NO Interested Party.



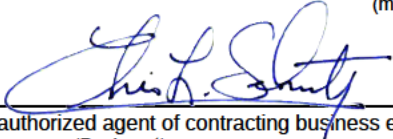
6 UNSWORN DECLARATION

My name is Chris L. Schultz, and my date of birth is [REDACTED]

My address is [REDACTED], San Antonio, TX, 78249, USA
(street) (city) (state) (zip code) (country)

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

Executed in Bexar County, State of Texas, on the 26 day of March, 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:
2024-1139256

Date Filed:
03/26/2024

Date Acknowledged:
04/01/2024

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

Raba Kistner, Inc.
San Antonio, 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.

0509-24-XXX-02
Professional Services Agreement à Geotech-CMT

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

5 Check only if there is NO Interested Party.**6 UNSWORN DECLARATION**

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

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

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

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

Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session**38.****Meeting Date:** 04/16/2024

Jail North Roof Replacement - PSA4-SA1

Submitted For: Dale Butler**Submitted By:** Christy Matoska, Facilities Management**Department:** Facilities Management**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider, and take appropriate action on a Supplemental Agreement for design services between Williamson County and Reliance Architecture, LLC relating to the Jail North Roof Redesign and Jail Facade awning. Funding Source: 01.0100.1008.004509

Background

This Supplemental Agreement for design services is made to compensate the consultant and expand the scope of work for this project, with a contract sum of \$52,650. The substantial completion date will be 9/27/2024.

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Jail North Roof Replace_SA1

Form Review**Inbox**

Hal Hawes

County Judge Exec Asst.

Form Started By: Christy Matoska

Final Approval Date: 04/10/2024

Reviewed By

Hal Hawes

Becky Pruitt

Date

04/09/2024 08:41 AM

04/10/2024 08:54 AM

Started On: 04/08/2024 02:43 PM



**SUPPLEMENTAL AGREEMENT NO. 1
TO
AGREEMENT FOR DESIGN & ENGINEERING SERVICES**

PROJECT: Jail North Roof Replacement ("Project")

**ARCHITECT/
ENGINEER:**

Reliance Architecture, LLC ("A/E")
Antonio Naylor, AIA, ALEP; Principal Architect
12 Chisolm Trail, Suite 200
Round Rock, TX 78681

**COUNTY'S DESIGNATED
REPRESENTATIVE:**

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

THIS SUPPLEMENTAL AGREEMENT NO. 1 to Agreement for Design and Engineering Services, effective as of the latest date of the signatories indicated at the conclusion of this document (the "Effective Date"), is made pursuant to the terms and conditions of said Agreement by and between **Williamson County, Texas** a political subdivision of the State of Texas ("County") and A/E.

R E C I T A L S

WHEREAS, County and A/E previously executed **Agreement for Design and Engineering Services** being dated effective **12/20/2022** ("Agreement");

WHEREAS, pursuant to **Article 20** of the Agreement, the terms of the Agreement may be modified by a fully executed, written modification;

WHEREAS, County now wishes to **Verify functionality of interior downspouts, design and coordinate exterior drainage and rebuild the entrance façade awning**; all of which would constitute Additional Services due to being outside the original scope of Basic Services; and,

WHEREAS, in accordance with **Article 7** of the Agreement, this Supplemental Agreement provides a description of the scope, compensation for, and schedule of Additional Services;

WHEREAS, it has become necessary to supplement, modify and amend the Agreement in accordance with the provisions thereof.

SUPPLEMENTAL AGREEMENT

NOW, THEREFORE, premises considered, County and A/E agree that the Agreement is modified and amended as follows:

ARTICLE 1 SCOPE OF ADDITIONAL SERVICES

A/E hereby agrees to provide the following Additional Services:

1. Scope existing interior roof drains of the North Jail building to determine outlets.
2. Survey North Jail building perimeter to document existing features and topography.
3. Update downspout design to control surface drainage from roof.
4. Document existing conditions of Jail front awning.
5. Calculate structural capacity of existing awning structure.
6. Provide architectural design for new awning configuration.
7. Provide construction administration services during reconstruction of awning.

ARTICLE 2 COMPENSATION FOR ADDITIONAL SERVICES

In accordance with the terms and conditions of the Agreement, County hereby agrees to pay A/E **Fifty-Two Thousand, Six Hundred Fifty Dollars (\$ 52,650)**.

ARTICLE 3 TIME FOR PERFORMANCE OF ADDITIONAL SERVICES

A/E hereby agrees to provide the Additional Services by or before **9/15/2024**.

ARTICLE 4 TERMS OF AGREEMENT & EXTENT OF SUPPLEMENTAL AGREEMENT

All Additional Services described herein will be performed in accordance with the terms and conditions of the Agreement. All other terms of the Agreement and any prior amendments thereto which have not been specifically amended herein shall remain the same and shall continue in full force and effect.

IN WITNESS WHEREOF, County has caused this Supplemental Agreement to be signed in its name by its duly authorized County Judge, or presiding officer of the Williamson County Commissioners Court in the absence of the County Judge, thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions hereof. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, TERMINATE

OR MODIFY THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS
MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

A/E:
Reliance Architecture, LLC

By: _____
Signature

Antonio Naylor
Printed Name

President/Principal Architect
Title

Date Signed: 03/11/2024

COUNTY:
Williamson County, Texas

By: _____
Signature

Printed Name

Title

Date Signed: _____

Commissioners Court - Regular Session**39.****Meeting Date:** 04/16/2024

Jail North Facade Make Safe - Change Order #2 - REVISED

Submitted By: Christy Matoska, Facilities Management**Department:** Facilities Management**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider, and take appropriate action regarding revised Change Order #2 from Falkenberg Construction Co., Inc. in the amount of \$40,636.21 between Williamson County and Falkenberg Construction Co., Inc. relating to the Jail North Facade Make Safe project. (Funding Source: 01.0100.1008.004509)

Background

The revised Change Order compensates the Contractor for structure stabilization. This Change Order results in a net increase of \$40,636.21, for an adjusted contract total of \$242,853.30. As a result of the Change Order, the net increase is 25% in the contract cost, and an increase in substantial completion by 15 days.

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Jail Facade Make Safe - CO

Form Review**Inbox**

Hal Hawes

County Judge Exec Asst.

Form Started By: Christy Matoska

Final Approval Date: 04/11/2024

Reviewed By

Hal Hawes

Becky Pruitt

Date

04/11/2024 11:12 AM

04/11/2024 01:07 PM

Started On: 04/11/2024 10:56 AM



CHANGE ORDER
Jail North Façade Make Safe

CHANGE ORDER NO: 02
DATE OF ISSUANCE: 03/12/2024
Contractor: Falkenberg Construction Co., Inc.
Architect/ Engineer: Trenton Jacobs, Williamson County Architect

NTP Date: 01/31/2024

EXPLANATION:

1. Structure stabilization

CONTRACT CHANGE:

1. \$40,636.21

Original Contract Amount	\$	194,284.03
Net change by previously submitted Change Orders	\$	7,933.06
Contract sum prior to this Change Order was	\$	202,217.09
Contract Sum be increased by this Change Order in the amount of	\$	40,636.21
The new Contract Sum including this Change Order will be	\$	242,853.30

Percentage Increase of Change Orders over Original Contract Amount
(Not to Exceed 25% per state law) 25%

The Contract Time will be changed by 15 days
The date of Substantial Completion as of the date of this Change Order 04/03/2024

RECOMMENDED BY:

Trenton Jacobs
Contractor's Printed Name

T. S. Meow 4/10/2024
Signature Date

REVIEWED BY:

Trenton H. Jacobs
Architect/ Engineer Name

Trenton H. Jacobs 4/11/24
Signature Date

ACCEPTED BY:

Owner's Representative

Signature

Date

Commissioners Court - Regular Session**40.****Meeting Date:** 04/16/2024

Receive the April 2024 Construction Summary Report and PowerPoint Presentation

Submitted By: Marie Walters, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Receive the April 2024 Construction Summary Report and PowerPoint Presentation

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

April 2024 Construction Summary Report

April 202 PowerPoint Presentation

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Marie Walters

Final Approval Date: 04/11/2024

Reviewed By

Becky Pruitt

Date

04/11/2024 12:02 PM

Started On: 04/11/2024 09:24 AM



ROAD BOND PROGRAM

Construction Summary Report

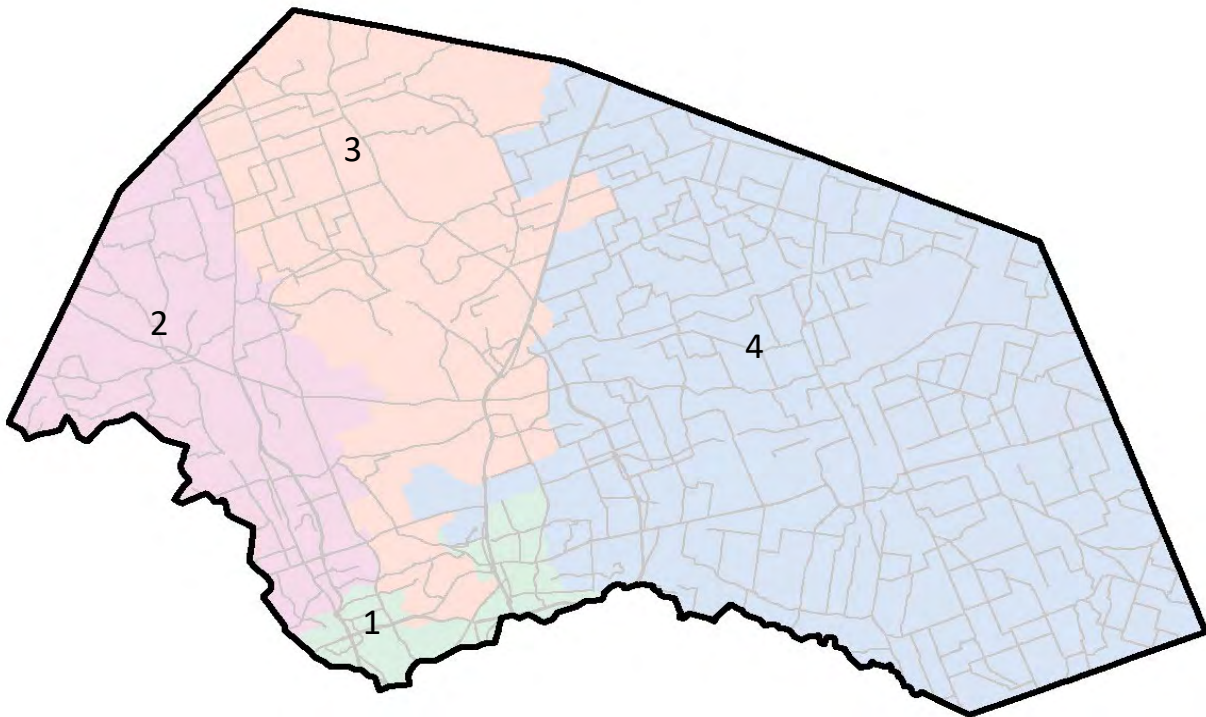
County Judge
Bill Gravell, Jr.

Commissioners
Terry Cook
Cynthia Long
Valerie Covey
Russ Boles

March 2024

WWW.WILCOTX.GOV

Volume XXVII - Issue No.3



Presented By:



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WILLIAMSON COUNTY

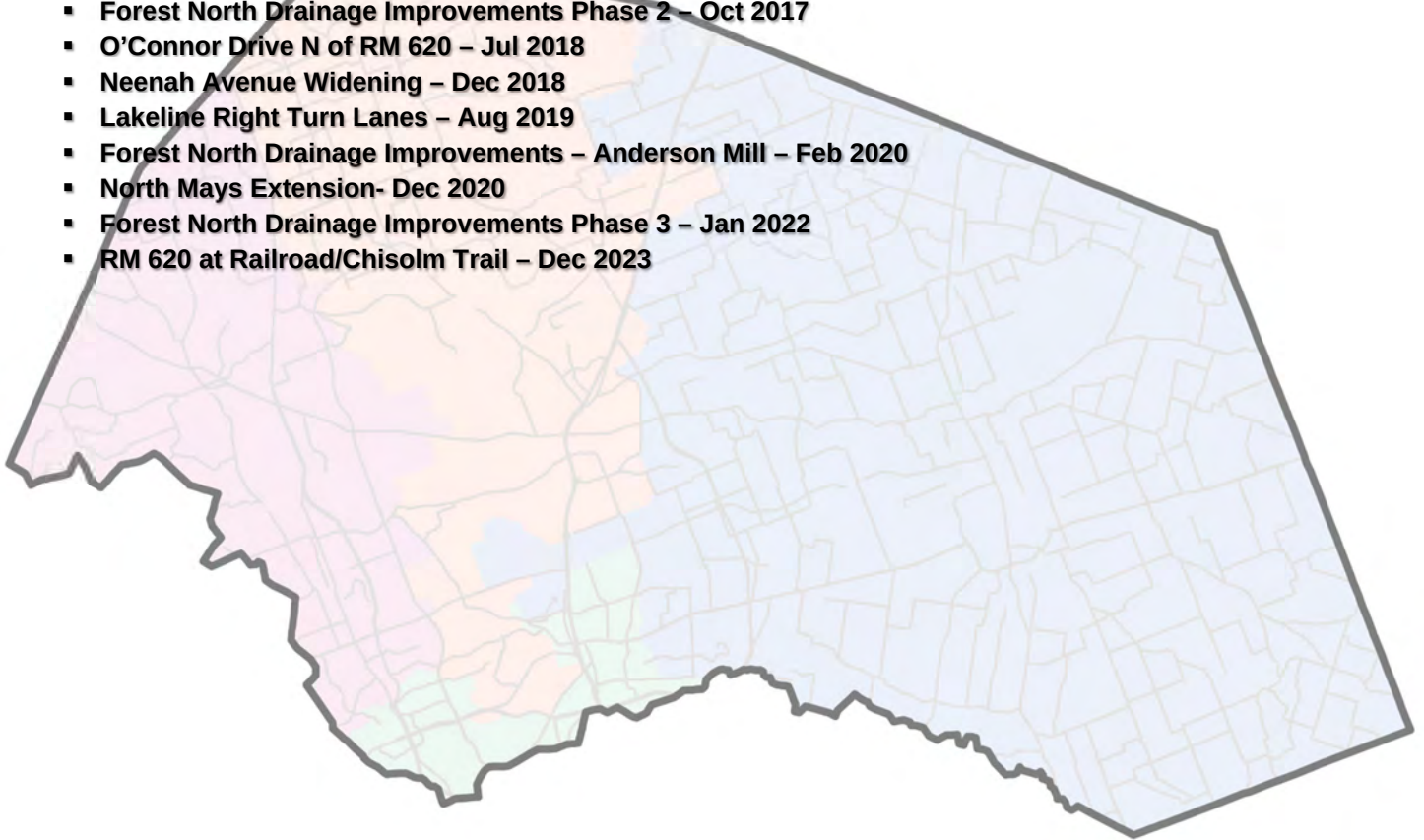
ROAD BOND PROGRAM

COMPLETED PROJECTS

CONSTRUCTION SUBSTANTIALLY COMPLETE/OPEN TO TRAFFIC - AS OF MARCH 2024

Precinct 1

- Pond Springs Road (signal) – Apr 2002
- McNeil Road, Phase 1 – Jan 2005
- McNeil Road, Phase 2 – Feb 2007
- RM 620, Phase 1 – Jan 2009
- Pond Springs Road – Sep 2010
- County Road 174 at Brushy Creek – Jun 2011
- O'Connor Drive Extension – Apr 2012
- King of Kings Crossing – Aug 2012
- RM 620 Safety Improvements – Dec 2014
- Forest North Drainage Improvements Phase 2 – Oct 2017
- O'Connor Drive N of RM 620 – Jul 2018
- Neenah Avenue Widening – Dec 2018
- Lakeline Right Turn Lanes – Aug 2019
- Forest North Drainage Improvements – Anderson Mill – Feb 2020
- North Mays Extension- Dec 2020
- Forest North Drainage Improvements Phase 3 – Jan 2022
- RM 620 at Railroad/Chisolm Trail – Dec 2023



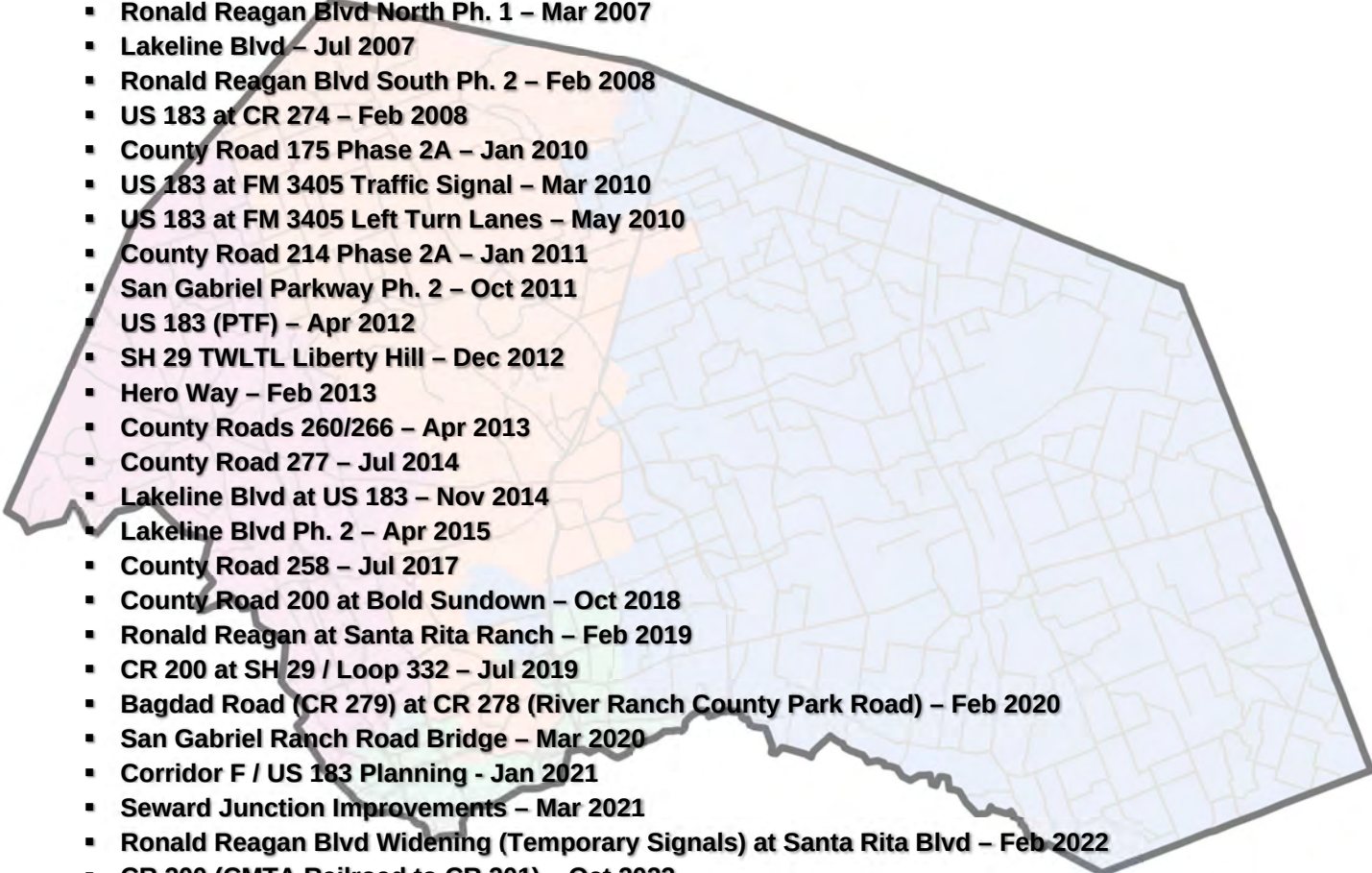
WILLIAMSON COUNTY

ROAD BOND PROGRAM

COMPLETED PROJECTS

CONSTRUCTION SUBSTANTIALLY COMPLETE/OPEN TO TRAFFIC - AS OF MARCH 2024

Precinct 2

- 
- A map of Williamson County, Texas, with Precinct 2 highlighted in orange. The map shows the county's irregular shape and internal road network. Precinct 2 is located in the western part of the county, roughly between the US 183 corridor and the San Gabriel River area.
- RM 1869 at SH 29 (signal) – Aug 2002
 - River Bend Oaks – Feb 2003
 - County Road 175 – Jun 2003
 - County Road 200 – Sep 2003
 - Ronald Reagan Blvd, South Ph. 1 – Dec 2004
 - County Road 214 – Feb 2005
 - County Road 258 – Sep 2006
 - San Gabriel Pkwy, Ph. 1 – Feb 2007
 - Ronald Reagan Blvd North Ph. 1 – Mar 2007
 - Lakeline Blvd – Jul 2007
 - Ronald Reagan Blvd South Ph. 2 – Feb 2008
 - US 183 at CR 274 – Feb 2008
 - County Road 175 Phase 2A – Jan 2010
 - US 183 at FM 3405 Traffic Signal – Mar 2010
 - US 183 at FM 3405 Left Turn Lanes – May 2010
 - County Road 214 Phase 2A – Jan 2011
 - San Gabriel Parkway Ph. 2 – Oct 2011
 - US 183 (PTF) – Apr 2012
 - SH 29 TWLTL Liberty Hill – Dec 2012
 - Hero Way – Feb 2013
 - County Roads 260/266 – Apr 2013
 - County Road 277 – Jul 2014
 - Lakeline Blvd at US 183 – Nov 2014
 - Lakeline Blvd Ph. 2 – Apr 2015
 - County Road 258 – Jul 2017
 - County Road 200 at Bold Sundown – Oct 2018
 - Ronald Reagan at Santa Rita Ranch – Feb 2019
 - CR 200 at SH 29 / Loop 332 – Jul 2019
 - Bagdad Road (CR 279) at CR 278 (River Ranch County Park Road) – Feb 2020
 - San Gabriel Ranch Road Bridge – Mar 2020
 - Corridor F / US 183 Planning - Jan 2021
 - Seward Junction Improvements – Mar 2021
 - Ronald Reagan Blvd Widening (Temporary Signals) at Santa Rita Blvd – Feb 2022
 - CR 200 (CMTA Railroad to CR 201) – Oct 2022
 - Ronald Reagan Safety Improvements – July 2023
 - CR 258 Extension – Dec 2023

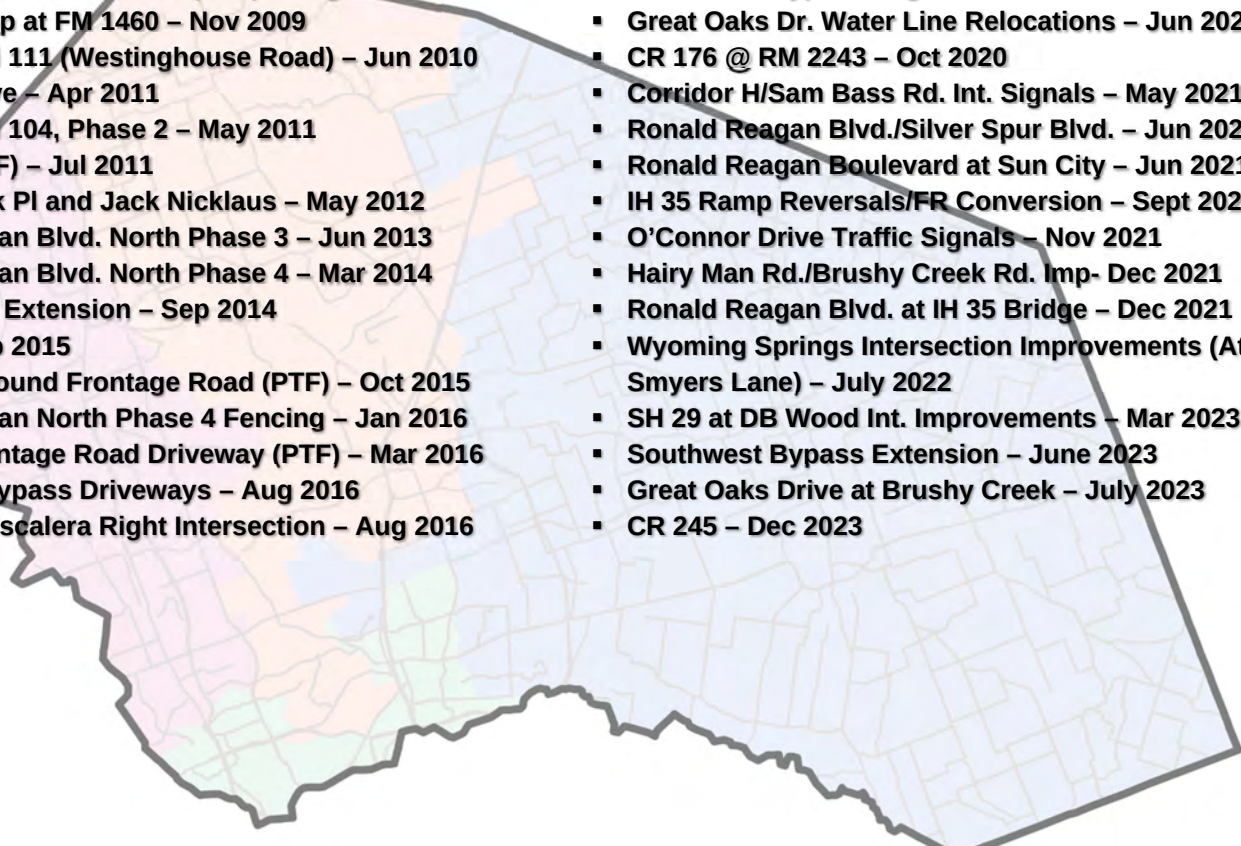
WILLIAMSON COUNTY

ROAD BOND PROGRAM

COMPLETED PROJECTS

CONSTRUCTION SUBSTANTIALLY COMPLETE/OPEN TO TRAFFIC - AS OF MARCH 2024

Precinct 3

- 
- A map of Williamson County, Texas, with Precinct 3 highlighted in a light blue color. The map shows the county's irregular shape and the network of roads within it. Precinct 3 is located in the western part of the county, covering a significant portion of the area.
- Cedar Hollow at SH 29 (signal) – Aug 2002
 - Georgetown Inner Loop Project 2 – Aug 2003
 - Georgetown Inner Loop Project 1 – Jun 2004
 - Georgetown Inner Loop East Extension – Sep 2004
 - County Road 152 Bridge Replacement – Sep 2004
 - Inner Loop East (CR 151 to Bus 35) – Oct 2005
 - Ronald Reagan Blvd North, Ph. 2 – May 2008
 - 12" Water Main Relo. for SH 29 Widening – Jun 2008
 - SH 29 / CR 104, Ph. 1 – Jul 2008
 - IH 35 at SH 29 Turnarounds (PTF) – Aug 2008
 - SE Inner Loop at FM 1460 – Nov 2009
 - County Road 111 (Westinghouse Road) – Jun 2010
 - Williams Drive – Apr 2011
 - County Road 104, Phase 2 – May 2011
 - RM 2338 (PTF) – Jul 2011
 - SH 29 at Park Pl and Jack Nicklaus – May 2012
 - Ronald Reagan Blvd. North Phase 3 – Jun 2013
 - Ronald Reagan Blvd. North Phase 4 – Mar 2014
 - Madrid Drive Extension – Sep 2014
 - CR 245 – Sep 2015
 - IH 35 Northbound Frontage Road (PTF) – Oct 2015
 - Ronald Reagan North Phase 4 Fencing – Jan 2016
 - IH 35 NB Frontage Road Driveway (PTF) – Mar 2016
 - Southwest Bypass Driveways – Aug 2016
 - RM 2243 at Escalera Right Intersection – Aug 2016
 - SH 29 at Cedar Hollow Right Int. Imp. – Aug 2016
 - Southwest Bypass Access Route – Jul 2017
 - Pearson Ranch Road – Oct 2017
 - Arterial H Extension Phase I – Feb 2018
 - Relo. of Williamson County Regional WL – Apr 2018
 - RM 620 Phase 2 – Jul 2018
 - Southwest Bypass Segment 1 – Sept 2018
 - Inner Loop Improvements – Dec 2018
 - Neenah Ave./Pearson Ranch Rd. Signal – Jan 2019
 - Southwest Bypass Segment 2 – Jan 2020
 - Great Oaks Dr. Water Line Relocations – Jun 2020
 - CR 176 @ RM 2243 – Oct 2020
 - Corridor H/Sam Bass Rd. Int. Signals – May 2021
 - Ronald Reagan Blvd./Silver Spur Blvd. – Jun 2021
 - Ronald Reagan Boulevard at Sun City – Jun 2021
 - IH 35 Ramp Reversals/FR Conversion – Sept 2021
 - O'Connor Drive Traffic Signals – Nov 2021
 - Hairy Man Rd./Brushy Creek Rd. Imp- Dec 2021
 - Ronald Reagan Blvd. at IH 35 Bridge – Dec 2021
 - Wyoming Springs Intersection Improvements (At Smyers Lane) – July 2022
 - SH 29 at DB Wood Int. Improvements – Mar 2023
 - Southwest Bypass Extension – June 2023
 - Great Oaks Drive at Brushy Creek – July 2023
 - CR 245 – Dec 2023

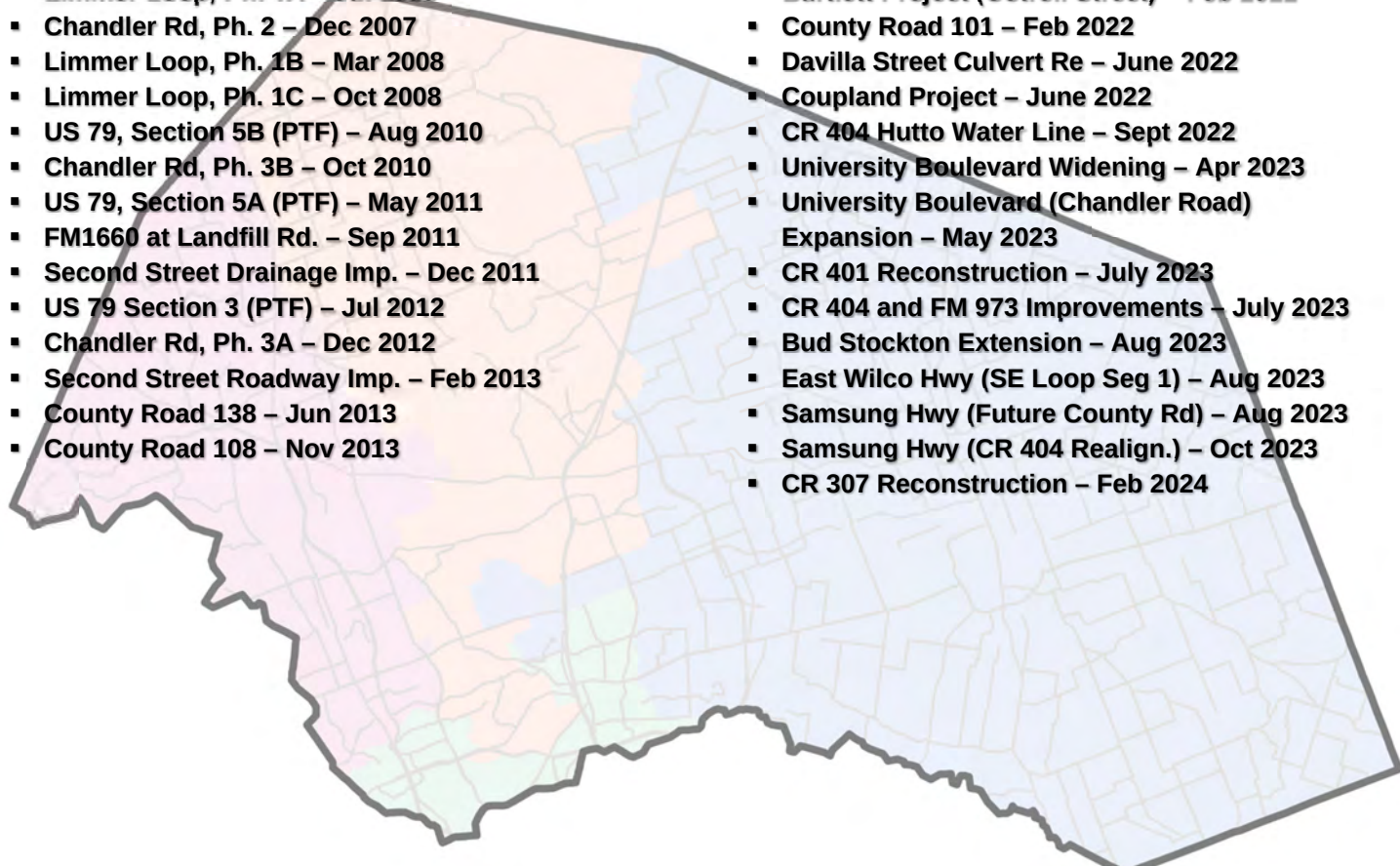
WILLIAMSON COUNTY

ROAD BOND PROGRAM

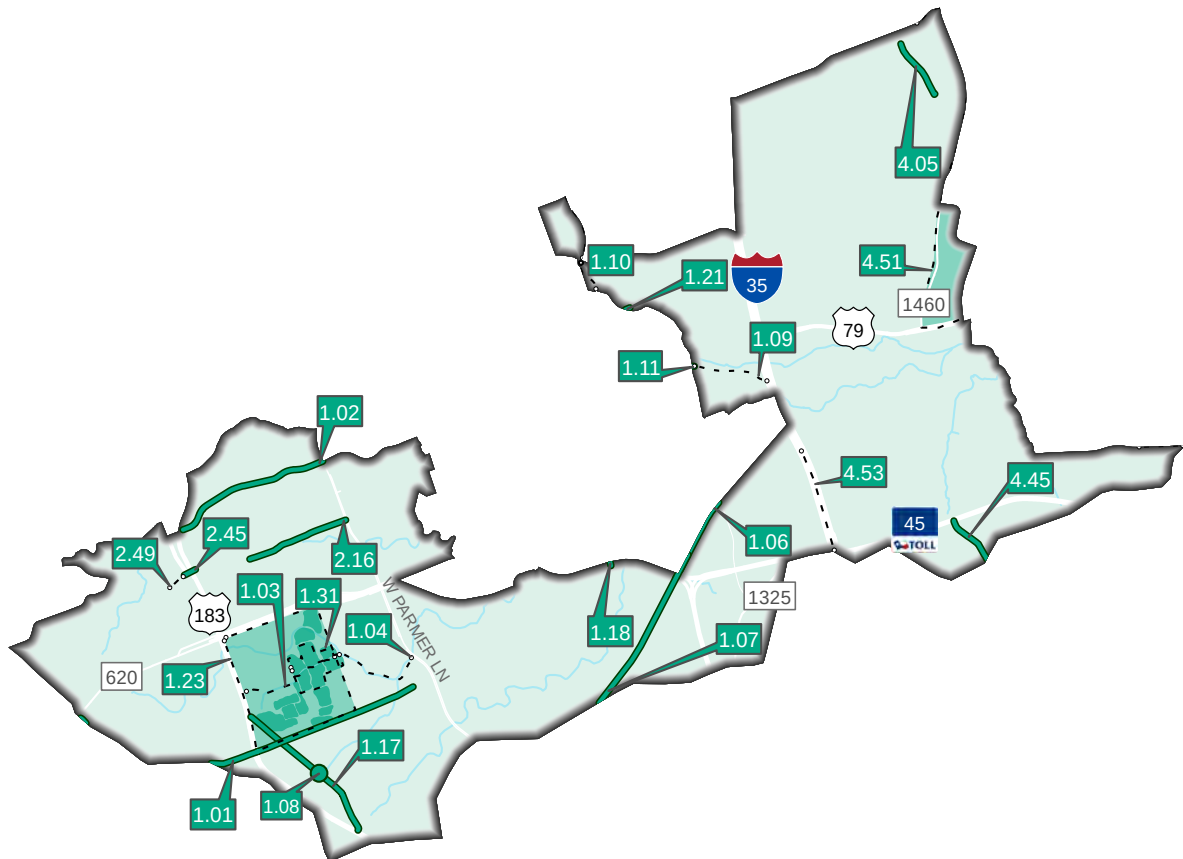
COMPLETED PROJECTS

CONSTRUCTION SUBSTANTIALLY COMPLETE/OPEN TO TRAFFIC - AS OF MARCH 2024

Precinct 4

- 
- A map of Williamson County, Texas, with Precinct 4 highlighted in orange. The map shows the county's irregular shape and internal road network. Precinct 4 is located in the central-northern part of the county. Other precincts are shown in various shades of blue, green, and pink.
- Bridge RPLs (CR 390, 406 & 427) – Nov 2002
 - County Road 368 and 369 – Nov 2002
 - County Road 412 – Aug 2003
 - County Road 300 and 301 – Dec 2003
 - County Road 424 Bridge RPL – Jan 2004
 - Chandler Rd. Extension, Ph. 1 – Mar 2005
 - County Road 112, Ph. 1 – Aug 2005
 - County Road 137 – Oct 2005
 - Limmer Loop, Ph. 1A – Jul 2006
 - Chandler Rd, Ph. 2 – Dec 2007
 - Limmer Loop, Ph. 1B – Mar 2008
 - Limmer Loop, Ph. 1C – Oct 2008
 - US 79, Section 5B (PTF) – Aug 2010
 - Chandler Rd, Ph. 3B – Oct 2010
 - US 79, Section 5A (PTF) – May 2011
 - FM1660 at Landfill Rd. – Sep 2011
 - Second Street Drainage Imp. – Dec 2011
 - US 79 Section 3 (PTF) – Jul 2012
 - Chandler Rd, Ph. 3A – Dec 2012
 - Second Street Roadway Imp. – Feb 2013
 - County Road 138 – Jun 2013
 - County Road 108 – Nov 2013
 - County Road 170 – Feb 2015
 - Multi-Site Traffic Signals – Jun 2016
 - Bill Pickett Trail– Nov 2016
 - County Road 110 South – May 2018
 - County Road 119 – Mar 2019
 - County Road 110 Middle – Oct 2020
 - CR Paving (401, 402 & 404) – Nov 2021
 - Thrall Project (S. Bounds Street) – Jan 2022
 - Bartlett Project (Cotrell Street) – Feb 2022
 - County Road 101 – Feb 2022
 - Davilla Street Culvert Re – June 2022
 - Coupland Project – June 2022
 - CR 404 Hutto Water Line – Sept 2022
 - University Boulevard Widening – Apr 2023
 - University Boulevard (Chandler Road) Expansion – May 2023
 - CR 401 Reconstruction – July 2023
 - CR 404 and FM 973 Improvements – July 2023
 - Bud Stockton Extension – Aug 2023
 - East Wilco Hwy (SE Loop Seg 1) – Aug 2023
 - Samsung Hwy (Future County Rd) – Aug 2023
 - Samsung Hwy (CR 404 Realign.) – Oct 2023
 - CR 307 Reconstruction – Feb 2024

2000/2006 Road Bond Program Projects Precinct 1 - Commissioner Cook



Completed/Open to Traffic

- 1.01 Anderson Mill Rd.
- 1.02 Avery Ranch Blvd. (183 to Parmer Lane)
- 1.03 Lake Creek Drainage - Phase 1 ----
- 1.04 Lake Creek Drainage - Phase 2 ----
- 1.06 McNeil Road - Phase 1
- 1.07 McNeil Road - Phase 2
- 1.08 Pond Springs at Turtle Rock Signal
- 1.09 RM 620 Feasibility ----
- 1.10 Wyoming Springs North ----
- 1.11 RM 620 Interim Improvements - Phase 1
- 1.17 Pond Springs Road
- 1.18 O'Connor Overpass at SH 45

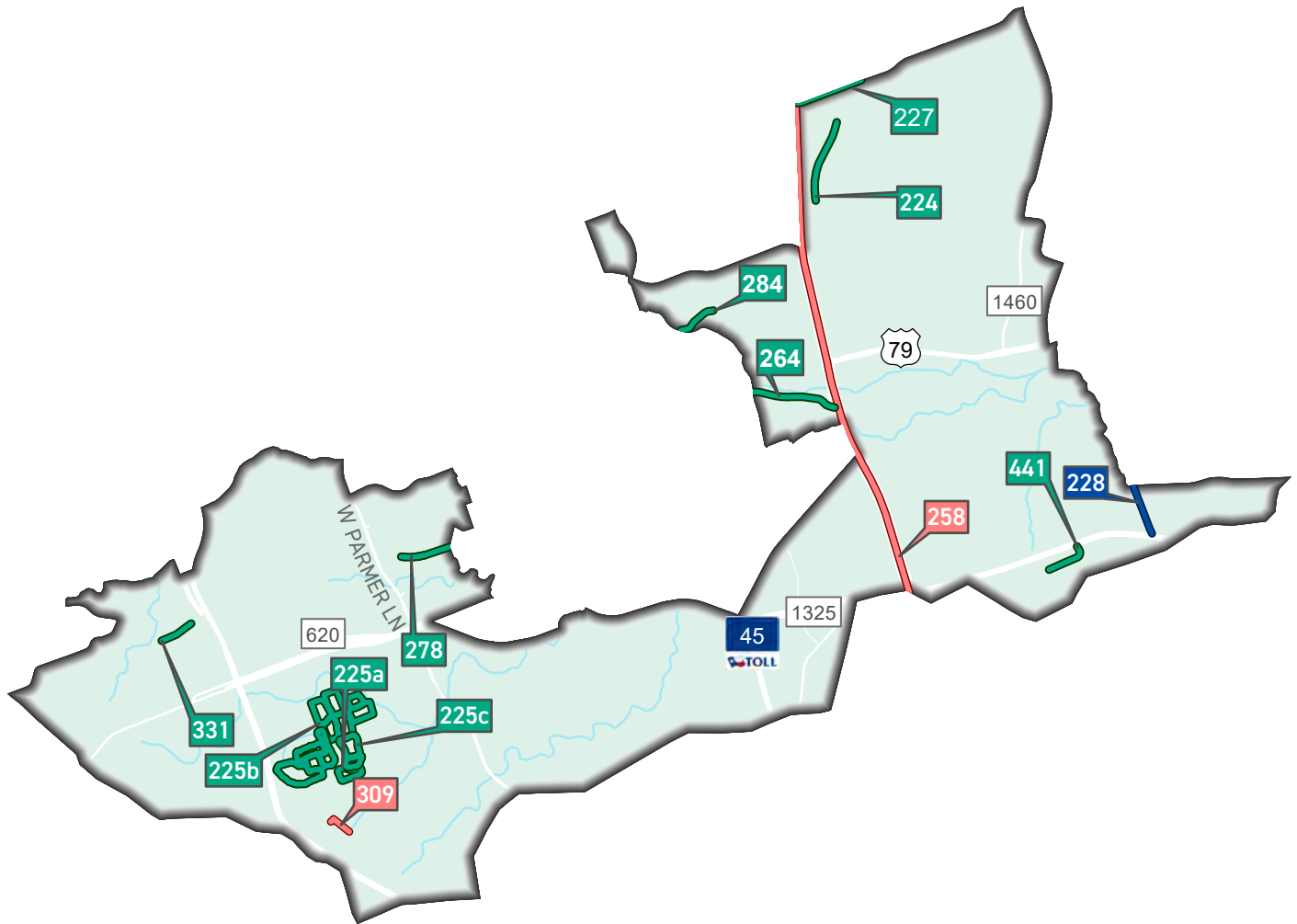
- 1.21 CR 174 (Hairy Man Rd.) Bridge Rail Rehab
- 1.23 Forest North Drainage Improvements - Phase 1 [---]
- 1.31 Forest North Drainage Improvements - Phase 2 [---]
- 1.31 Forest North Drainage Improvements - Phase 3 [---]
- 2.16 Lakeline Blvd. (Lyndhurst to Parmer Lane)
- 2.45 Lakeline Blvd. at US 183
- 2.49 Lakeline Blvd. Right Turn Lanes ----
- 4.05 CR 112 - Phase 1
- 4.45 CR 170
- 4.53 IH 35 Operational Analysis ----

[---] Study

2013 ROAD BOND PROGRAM PROJECTS

Precinct 1 - Commissioner Cook

--- Study
--- Study



In Design

- 258 IH 35 Corridor Operational Analysis (SH 45 to RM 1431)
- 309 Pond Springs Road Area Drainage Improvements

Under Construction/Bidding

- 228 Kenney Fort Blvd Segments 2 and 3 (Forest Creek Boulevard to SH 45)

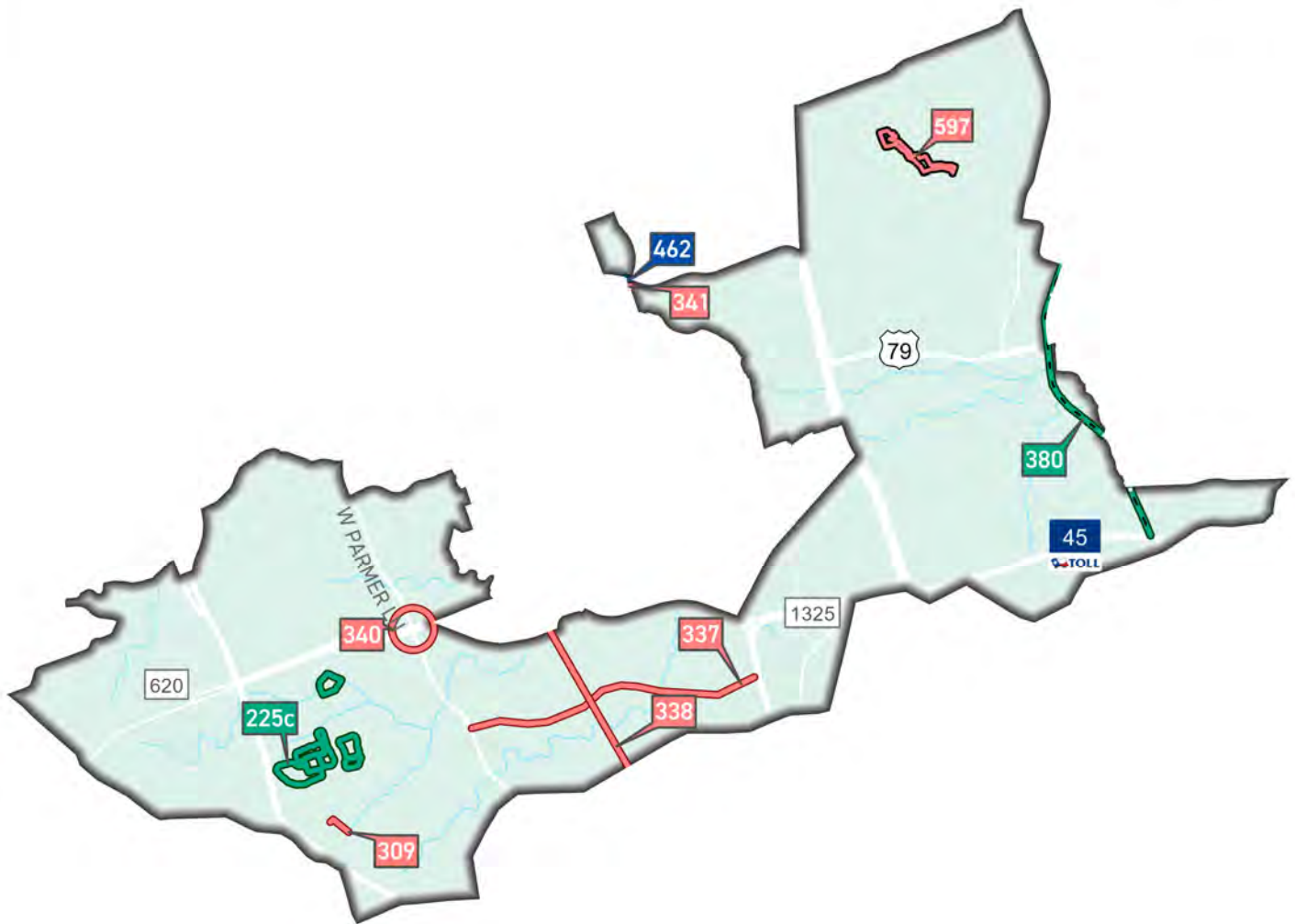
Completed/Open to Traffic

- 224 North Mays Street Extension (Paloma Drive to Oakmont Drive)
- 225a Forest North Drainage Improvements Anderson Mill Zone
- 225b Forest North Drainage Improvements Phase 2
- 225c Forest North Drainage Improvements Phase 3 (Design)
- 227 University Boulevard Widening (IH 35 to Sunrise Road)
- 264 RM 620 at Railroad / Chisholm Trail (IH 35 Frontage Road to Deep Wood Drive)
- 278 Neenah Avenue Widening (Olive Hill Drive to 0.5 miles east of Olive Hill Drive)
- 284 Hairy Man Road/Brushy Creek Road Safety Improvements (Brushy Bend to Sam Bass Road)
- 331 Lakeline Boulevard Right Turn Lanes
- 441 Roundville Lane (A.W. Grimes Boulevard to EBFR of SH 45)

2019 ROAD BOND PROGRAM PROJECTS

Precinct 1 - Commissioner Cook

Study



In Design

- 309 Pond Springs Road Area Drainage Improvements
- 337 Anderson Mill Road (FM734 - Loop 1)
- 338 RM 620/SH 45 Intersection to McNeil Road
- 340 Parmer Lane at SH 45 Interchange
- 341 Wyoming Springs Extension (Brightwater Boulevard/Creek Bend to Sam Bass Road)
- 597 Chandler Branch Tributary 3 - Channel Improvements Project

Under Construction/Bidding

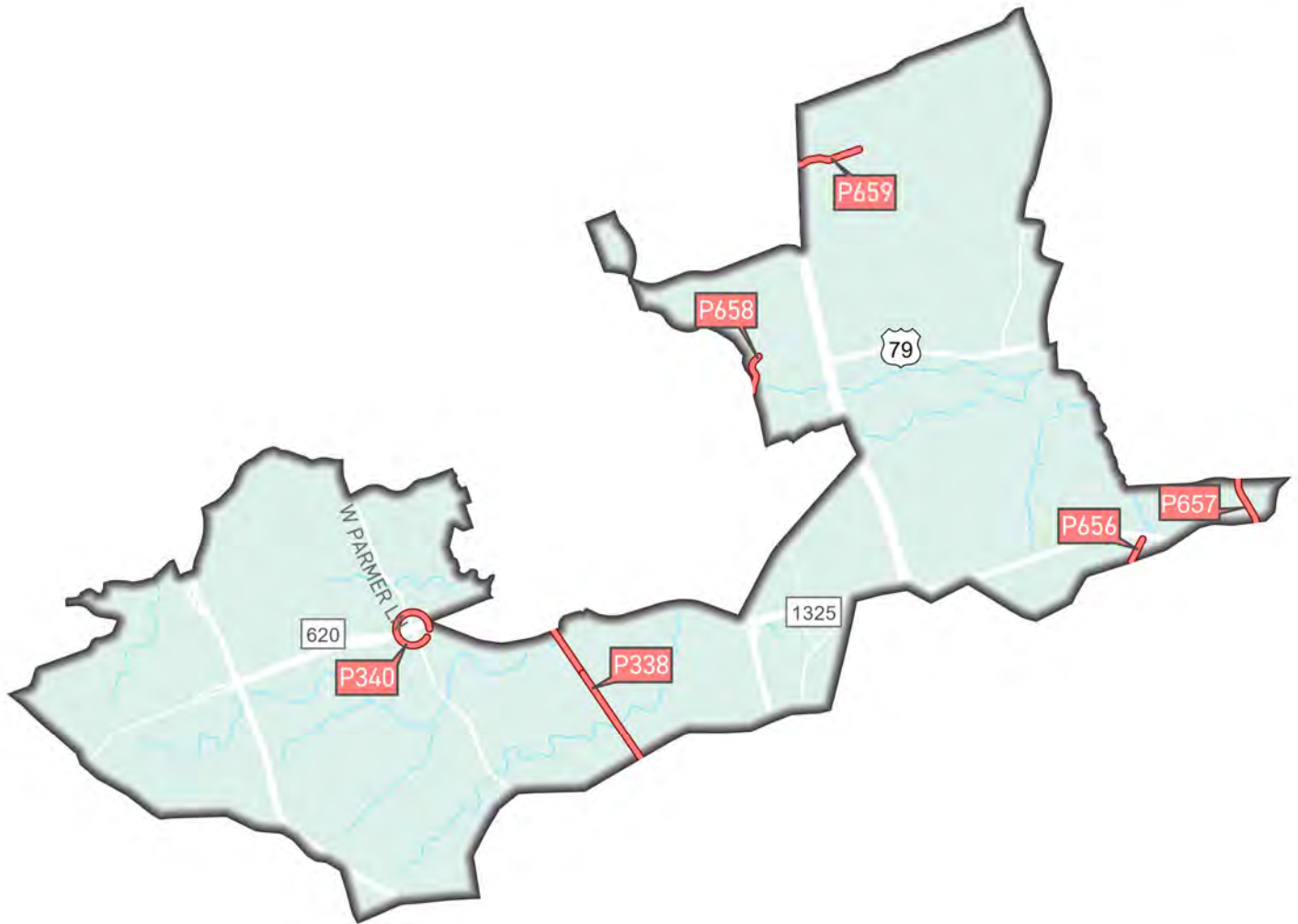
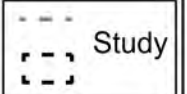
- 462 Corridor H/Sam Bass Road (RM 1431 to Wyoming Springs Drive)

Completed/Open to Traffic

- 225c Forest North Drainage Improvements Phase 3
- 380 MoKan (University Boulevard to SH 45)

2023 ROAD BOND PROGRAM PROJECTS

Precinct 1 - Commissioner Cook



In Design

- P338 Robinson Ranch Road (SH 45 / RM 620 to McNeil Road)
- P340 Parmer Lane at SH 45 (Parmer Lane / SH 45)
- P656 Schultz Lane (Louis Henna Blvd to New Meister Lane)
- P657 Red Bud Lane Widening (Gattis School Road to Heatherwilde Blvd)
- P658 Deepwood Drive (Deepwood Dr to Sam Bass Rd)
- P659 Eagles Nest Extension (Cypress Blvd to west of Chisholm Trail Road)

Project Name: North Mays Street Extension Phase 1 (Paloma Drive to Oakmont Drive)

Project No. 1810-265

Original Contract Price = \$10,775,835.75

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantial Completion</u>	<u>Completion Certificate</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>	
11/14/2018	12/4/2018	1/18/2019	1/28/2019	12/16/2020		410	279	689	
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoiced Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u> <u>Used</u>	<u>% Time</u> <u>Used</u>
1	1/28/2019	1/31/2019	4	\$523,139.40	\$523,139.40	\$58,126.60	\$58,126.60	5	1
2	2/1/2019	2/28/2019	28	\$2,584.80	\$525,724.20	\$287.20	\$58,413.80	5	5
3	3/1/2019	4/30/2019	61	\$102,281.40	\$628,005.60	\$11,364.60	\$69,778.40	6	13
4	5/1/2019	5/31/2019	31	\$593,318.74	\$1,221,324.34	\$65,924.30	\$135,702.70	12	18
5	6/1/2019	6/30/2019	30	\$188,661.93	\$1,409,986.27	\$20,962.44	\$156,665.14	13	22
6	7/1/2019	7/31/2019	31	\$590,007.31	\$1,999,993.58	\$65,556.37	\$222,221.51	19	27
7	8/1/2019	8/31/2019	31	\$628,396.35	\$2,628,389.93	\$69,821.82	\$292,043.33	25	31
8	9/1/2019	9/30/2019	30	\$2,393,911.61	\$5,022,301.54	\$265,990.17	\$558,033.50	47	36
9	10/1/2019	10/31/2019	31	\$724,961.48	\$5,747,263.02	\$80,551.28	\$638,584.78	54	40
10	11/1/2019	11/30/2019	30	\$378,890.89	\$6,126,153.91	\$42,098.99	\$680,683.77	58	45
11	12/1/2019	12/31/2019	31	\$341,316.16	\$6,467,470.07	\$37,924.02	\$718,607.79	61	49
12	1/1/2020	1/31/2020	31	\$258,548.22	\$6,726,018.29	\$28,727.58	\$747,335.37	63	54
13	2/1/2020	2/29/2020	29	\$191,886.33	\$6,917,904.62	\$21,320.70	\$768,656.07	65	58
14	3/1/2020	3/31/2020	31	\$176,371.44	\$7,094,276.06	\$19,596.83	\$788,252.90	67	62
15	4/1/2020	4/30/2020	30	\$395,476.16	\$7,489,752.22	\$43,941.79	\$832,194.69	71	67
16	5/1/2020	5/31/2020	31	\$277,797.27	\$7,767,549.49	\$30,866.36	\$863,061.05	73	71
17	6/1/2020	6/30/2020	30	\$385,340.38	\$8,152,889.87	\$42,815.60	\$905,876.65	77	75
18	7/1/2020	7/31/2020	31	\$418,604.43	\$8,571,494.30	\$46,511.61	\$952,388.26	81	80
19	8/1/2020	8/31/2020	31	\$202,731.51	\$8,774,225.81	\$22,525.72	\$974,913.98	83	84
20	9/1/2020	9/30/2020	30	\$117,670.32	\$8,891,896.13	\$13,074.48	\$987,988.46	84	89
21	10/1/2020	10/31/2020	31	\$305,827.52	\$9,197,723.65	\$33,980.83	\$1,021,969.29	87	93
22	11/1/2020	11/30/2020	30	\$190,635.28	\$9,388,358.93	\$21,181.70	\$1,043,150.99	89	98
23	12/1/2020	12/31/2020	16	\$338,985.41	\$9,727,344.34	\$37,665.05	\$1,080,816.04	92	100
24	1/1/2021	2/28/2021	0	\$165,603.43	\$9,892,947.77	\$18,400.38	\$1,099,216.42	93	100
25	3/1/2021	5/31/2021	0	\$1,535,933.64	\$11,428,881.41	-\$1,099,216.42	\$0.00	97	100
26	6/1/2021	12/31/2021	0	\$18,800.00	\$11,447,681.41	\$0.00	\$0.00	97	100
27	1/1/2022	5/31/2022	0	\$264,978.20	\$11,712,659.61	\$0.00	\$0.00	99.48	100
28	6/1/2022	12/31/2022	0	\$37,397.98	\$11,750,057.59	\$0.00	\$0.00	99.80	100
29	1/1/2023	3/22/2024	0	\$24,022.80	\$11,774,080.39	\$0.00	\$0.00	100.00	100

3/31/2024 Comments - Project close out is on going. Coordinating final acceptance and transfer of maintenance with the City of Round Rock.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
01	5/5/2020	\$0.00	\$0.00

4B: Third Party Accommodation. Third party requested work. This Change Order modifies the contract to require that Chandler Creek, LP, a Delaware limited partnership (collectively referred to as "Seller") be an additional insured to Capital Excavation's (Contractor) commercial general liability (CGL) insurance policy and to their commercial auto liability (Auto Liability) insurance policy. Adding the Seller to the Contractor's insurance was in the terms and conditions of the Real Estate Contract between the Chandler Creek, LP and Williamson County. The Real Estate Contract was finalized after the plans were completed.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
02	5/5/2020	\$24,898.11	\$ 24,898.11

3F: County Convenience. Additional work desired by the County. This Change Order compensates the Contractor for modifications to Driveway #1 that include raising the elevation of the driveway to match the current driveway, improving the driveway by adding 6" of flex base to the pavement section, and using higher strength concrete. The driveway elevation was maintained to minimize the impact of flooding on the driveway access. The improvements were necessary due to the high volume of heavy truck and trailer traffic that uses the driveway.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
03	10/6/2020	\$67,872.45	\$ 92,770.56

3F: County Convenience. Additional work desired by the County. This Change Order compensates the Contractor for adding electronic portable changeable message boards to provide advance notification of the closure of North Mays, from Jeffery Way to Paloma Drive. The Change Order also adds compensation for the removal of the City of Round Rock Public Safety Training Center sign. Electrical ground boxes and installation of illumination on the Chandler Branch bridge will be added at the request of Oncor.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
04	10/6/2020	\$21,002.40	\$ 113,772.96

1A: Design Error or Omission. Incorrect PS&E. This Change Order adds a 24" encasement to the relocation of the new City of Round Rock 12" Water Line A that crosses the roadway at the north end of the project. The installation of the water line was included in the plans, but the encasement was not. The encasement is required to protect the water line under the roadway.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
05	2/23/2021	\$194,528.81	\$ 308,301.77

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
6	3/23/2021	\$364,733.96	\$ 673,035.73

6C: Untimely ROW/Utilities. Utilities not clear. This Change Order adds a pay item to compensate the Contractor for extended project overhead costs caused by delays to the utility relocation.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
7	4/12/2022	\$302,109.20	\$ 975,144.93

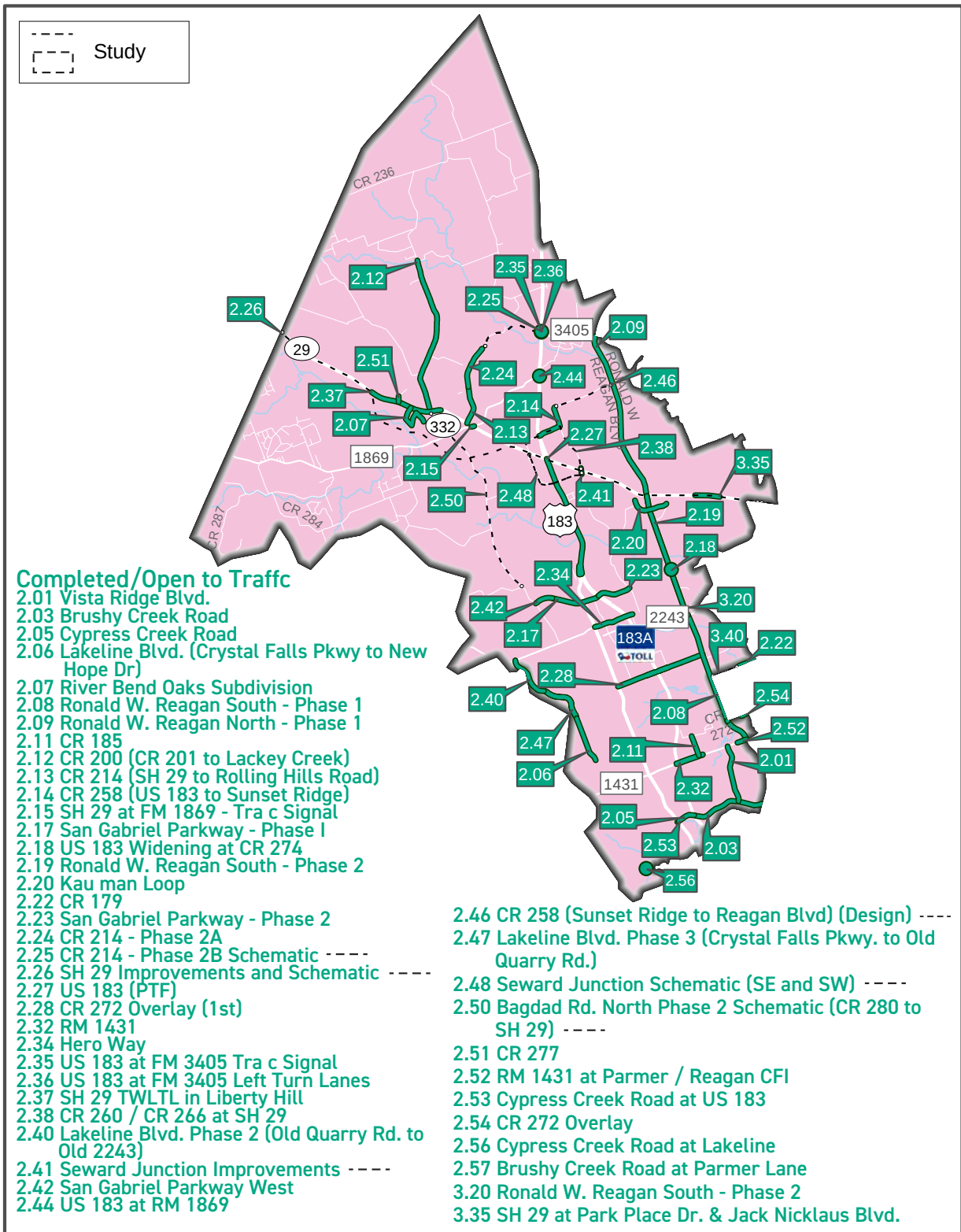
2E: Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions (unforeseeable). This Change Order provides the interim final balancing for the overrun/underrun of Contract quantities on the project as a result of addressing field conditions not accounted for in the original plans. This Change Order adds items to compensate the contractor for various work including installation of soil stabilization measures under the bridge. 4B: Third Party Accommodation. Third party requested work. This Change Order also adds a Force Account item to pay for the installation of Oncor illumination poles, wire and conduit south of the bridge.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
8	3/5/2024	\$23,099.72	\$ 998,244.65

2E: Differing Site Conditions (unforeseeable). This Change Order provides the final balancing for the overrun/underrun of Contract quantities on the project as a result of addressing field conditions not accounted for in the original plans. This Change Order also adds an item for miscellaneous riprap work that was completed as a request from the City of Round Rock.

Adjusted Price = \$11,774,080.40

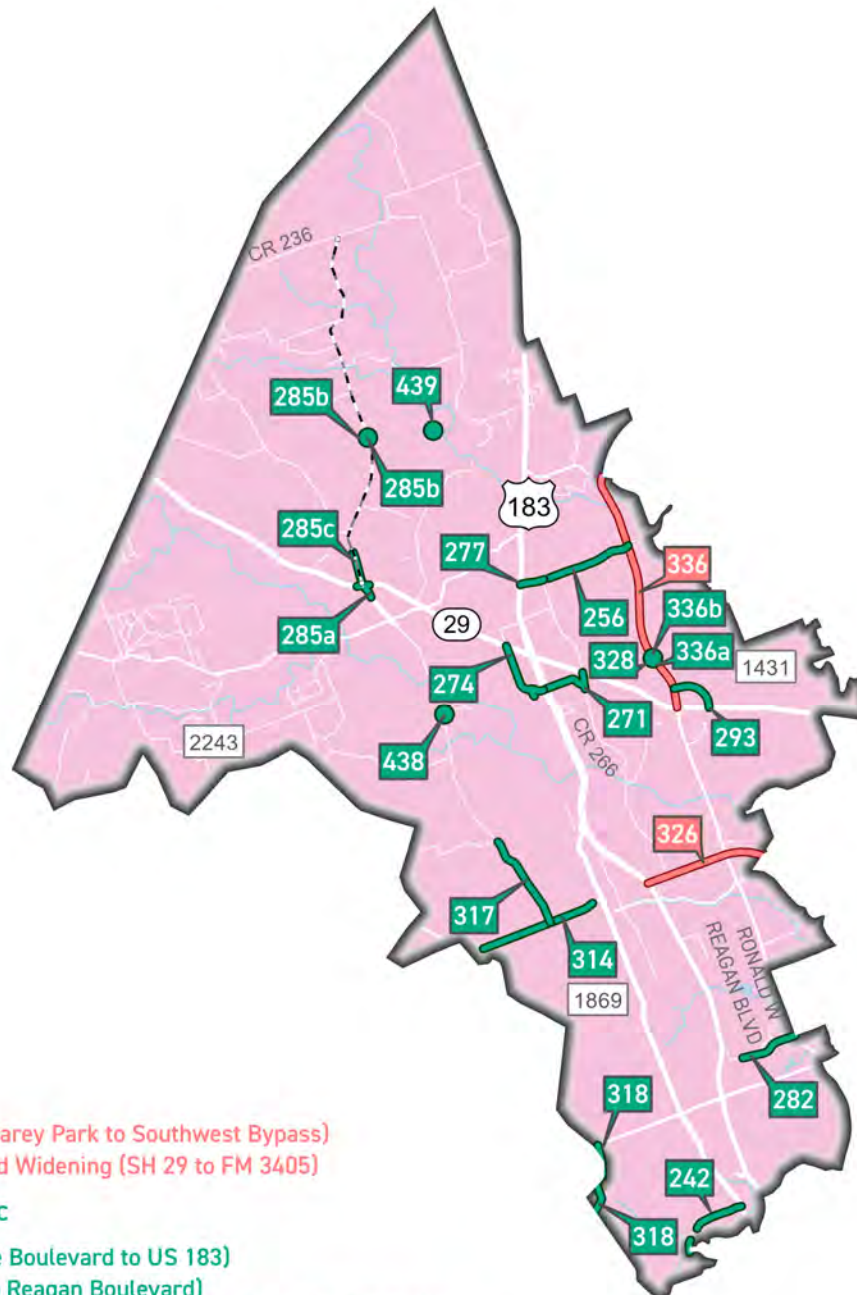
2000/2006 Road Bond Program Projects Precinct 2 - Commissioner Long



2013 ROAD BOND PROGRAM PROJECTS

Precinct 2 - Commissioner Long

--- Study



In Design

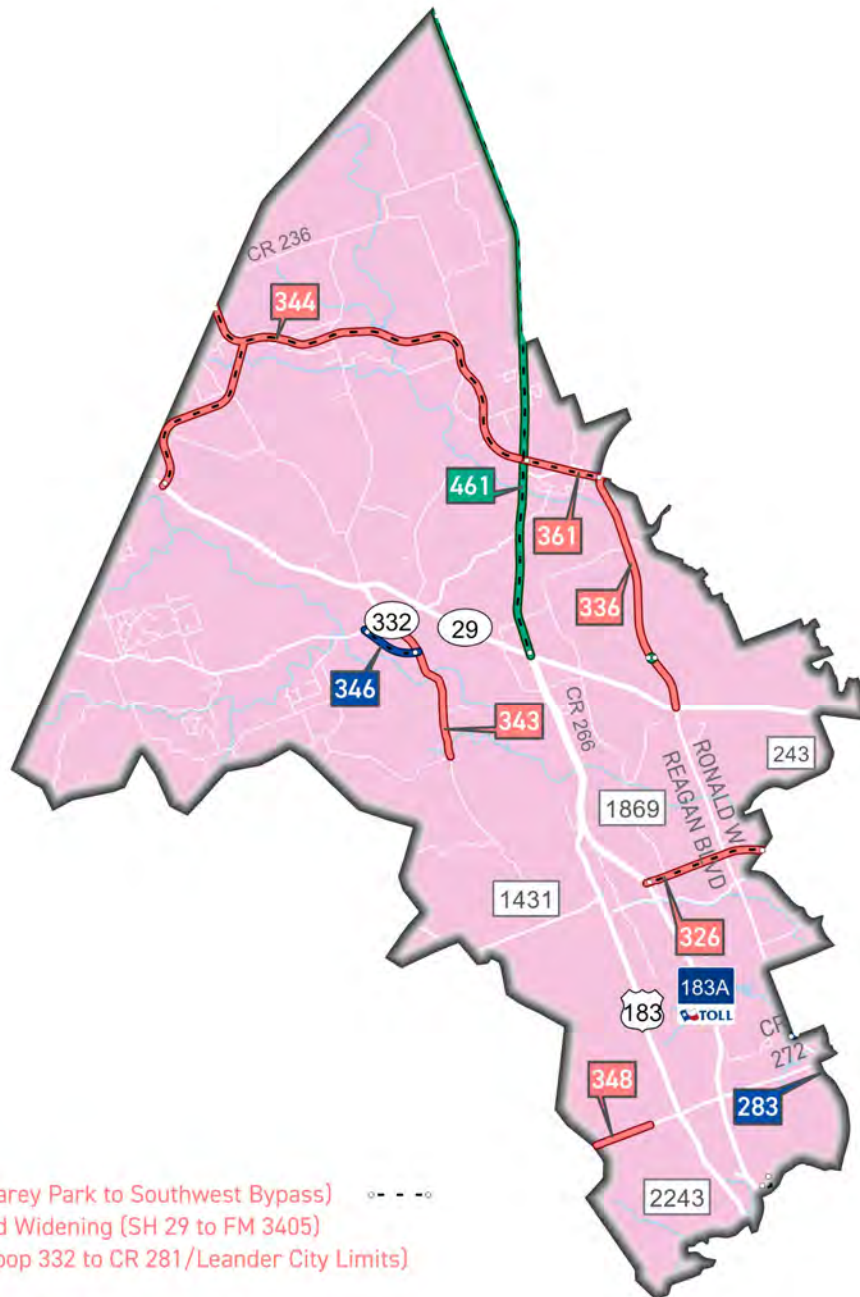
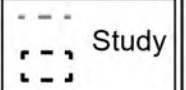
- 326 RM 2243 Realignment (Garey Park to Southwest Bypass)
- 336 Ronald Reagan Boulevard Widening (SH 29 to FM 3405)

Completed/Open to Traffic

- 242 Little Elm Trail (Lakeline Boulevard to US 183)
- 256 CR 258 (Sunset Ridge to Reagan Boulevard)
- 271 Seward Junction Southeast (US 183 at CR 259 to SH 29 at CR 266)
- 274 Seward Junction Southwest (SH 29 at CR 213 to US 183 at CR 259)
- 277 CR 258 Extension (US 183 to Sunset Ridge Drive)
- 282 New Hope Drive Phase 1 (Cottonwood Creek Trail to Ronald Reagan Boulevard)
- 285 CR 200 Study and Schematic (SH 29 to CR 236)
- 285a State Highway 29 Intersection at CR 200/Loop 332
- 285b CR 200 at Bold Sundown Left Turn Lane
- 285c CR 200 (CMTA Railroad to CR 201)
- 293 Kauffman Loop Phase 1 - Two Lanes (northeast quadrant of Reagan at SH 29)
- 314 Old 2243/Hero Way West (Lakeline Boulevard to west of US 183)
- 317 Bagdad Road North (Collaborative Way to RM 2243)
- 318 Anderson Mill Road (Gaspar Bend to RM 1431)
- 328 Ronald Reagan at Santa Rita
- 336a Ronald Reagan Boulevard Widening & Temp Signals at Santa Rita Boulevard
- 336b Ronald Reagan Safety Improvements
- 438 Bagdad Road (CR 279) at CR 278 (River Ranch County Park Road)
- 439 San Gabriel Ranch Road Bridge at Lackey Creek

2019 ROAD BOND PROGRAM PROJECTS

Precinct 2 - Commissioner Long



In Design

- 326 RM 2243 Realignment (Garey Park to Southwest Bypass) - - - -
- 336 Ronald Reagan Boulevard Widening (SH 29 to FM 3405)
- 343 Bagdad Road /CR 279 (Loop 332 to CR 281/Leander City Limits) to Sam Bass Road)
- 344 Corridor I2 (Burnet County Line to US 183) - - - -
- 348 Whitestone Boulevard Widening (Bagdad Road to Anderson Mill Road)
- 361 Corridor I1 (FM 3405) (Ronald Reagan Boulevard to US 183) - - - -

Under Construction/Bidding

- 283 New Hope Drive Extension Phase 2A (Ronald Reagan Boulevard to Sam Bass Road)
- 346 Liberty Hill (SH 29) Bypass (RM 1869 to CR 279)

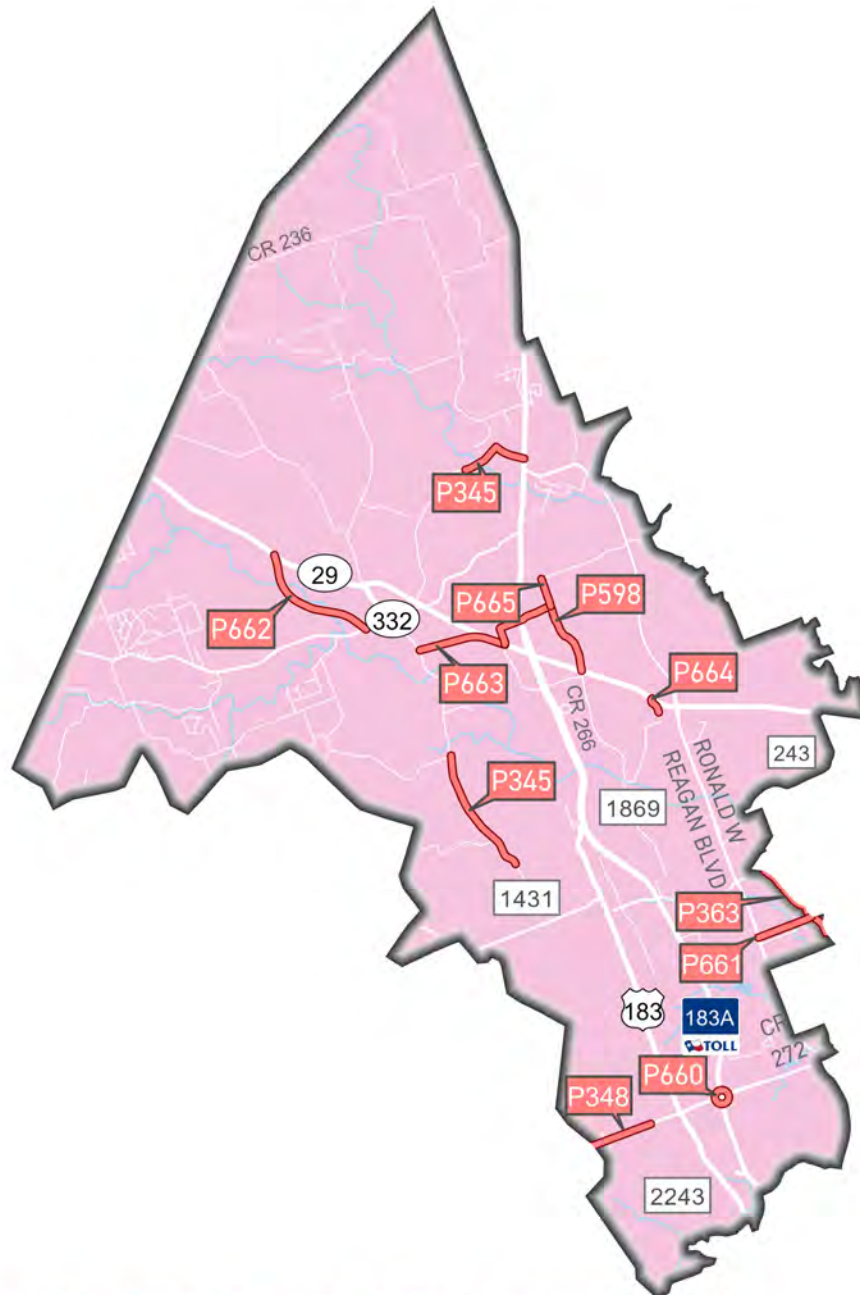
Completed/Open to Traffic

- 461 Corridor F/US 183 (Williamson/Burnet County Line to SH 29) - - - -

2023 ROAD BOND PROGRAM PROJECTS

Precinct 2 - Commissioner Long

Study



In Design

- P342 Bagdad Road (North of San Gabriel Parkway to CR 281 / Leander City Limits)
- P345 CR 214 (End of CR 214 to US 183)
- P348 Whitestone Boulevard Widening (west of Anderson Mill to Bagdad Road)
- P363 CR 175 (South of Creek Meadow Cove to RM 2243)
- P598 Seward Junction Loop (SH 29/CR 260 to SH 29/CR 213)
- P660 RM 1431 at 183A Intersection
- P661 Crystal Falls Parkway (Ronald Reagan Blvd to CR 175)
- P662 Liberty Hill Bypass West (SH 29 (west of Liberty Hill High School) to RM 1869)
- P663 Liberty Hill Bypass East (Bagdad Road/CR 279 to SH 29)
- P664 Kauffman Loop (SH 29 to north terminus of Kauffman Loop)
- P665 CR 258 (Seward Junction Loop to CR 258 Extension)

Project Name: CR 258 Extension
Project No. 22IFB141

Original Contract Price = \$5,836,754.36

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantial Completion</u>	<u>Completion Certificate</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>	
9/14/2022	9/27/2022	11/28/2022	12/8/2022			395	-29	366	
<u>Invoice</u>	<u>Beginning</u>	<u>Ending</u>	<u>Days</u>	<u>Current</u>	<u>Invoiced</u>	<u>Current</u>	<u>Total</u>	<u>% (\$)</u>	<u>% Time</u>
<u>Number</u>	<u>Date</u>	<u>Date</u>	<u>Charged</u>	<u>Invoice</u>	<u>Total</u>	<u>Retainage</u>	<u>Retainage</u>	<u>Used</u>	<u>Used</u>
1	11/1/2022	11/30/2022	0	\$47,590.20	\$47,590.20	\$5,287.80	\$5,287.80	1	0
2	12/1/2022	1/31/2023	55	\$536,565.20	\$584,155.40	\$59,618.36	\$64,906.16	10	15
3	2/1/2023	2/28/2023	28	\$463,314.38	\$1,047,469.78	\$51,479.37	\$116,385.53	17	23
4	3/1/2023	3/31/2023	31	\$354,614.85	\$1,402,084.63	\$39,401.65	\$155,787.18	23	31
5	4/1/2023	4/30/2023	30	\$455,839.20	\$1,857,923.83	\$50,648.80	\$206,435.98	31	39
6	5/1/2023	5/31/2023	31	\$1,166,374.04	\$3,024,297.87	\$129,597.12	\$336,033.10	50	48
7	6/1/2023	6/30/2023	30	\$1,003,480.88	\$4,027,778.75	-\$124,044.74	\$211,988.36	64	56
8	7/1/2023	7/31/2023	31	\$614,801.35	\$4,642,580.10	\$32,357.96	\$244,346.32	73	64
9	8/1/2023	8/31/2023	31	\$170,332.60	\$4,812,912.70	\$8,964.87	\$253,311.19	76	73
10	9/1/2023	9/30/2023	30	\$192,986.82	\$5,005,899.52	\$10,157.21	\$263,468.40	79	81
11	10/1/2023	10/31/2023	31	\$175,527.78	\$5,181,427.30	\$9,238.30	\$272,706.70	82	90
12	11/1/2023	11/30/2023	30	\$235,724.29	\$5,417,151.59	\$12,406.54	\$285,113.24	86	98
13	12/1/2023	12/31/2023	14	\$252,218.57	\$5,669,370.16	\$13,274.66	\$298,387.90	89	102
14	1/1/2024	1/31/2024	0	\$268,770.72	\$5,938,140.88	-\$177,201.35	\$121,186.55	91	102

3/31/2024 Comments- The contractor continued working on punch list items and waiting on vegetation establishment.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
01	11/11/2022	\$ -	\$ -

4B: Third Party Accommodation. Third party requested work. This Change Order modifies the Contract to require that City of Georgetown, (collectively referred to as the "City") be an additional insured to Joe Bland Construction's, L.P. (Contractor) commercial general liability (CGL) insurance policy and to their commercial auto liability (Auto Liability) insurance policy. Adding the City to the Contractor's insurance was in the terms and conditions of the Interlocal Agreement between the City and Williamson County.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
02	11/22/2022	\$ 422,565.69	\$ 422,565.69

3. County Convenience 3F: Additional Work Desired By The County: This Change Order adds items to the Contract for safety improvements needed at Ronald Reagan and Elizabeth Parkway. Ronald Reagan will be widened along the west side of the roadway to allow for a left turn lane into Elizabeth Parkway.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
03	6/6/2023	22,263.50	444,829.19

4D. Third Party Accommodation. Other. This Change Order compensates the Contractor for additional work to install sleeves for future utilities across CR 258 and Questa Trail. The payment will be split between the Developer and Williamson County. This method of payment was agreed on between the Developer and Williamson County.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
04	8/1/2023	-153,292.00	291,537.19

5A. Contractor exercises option to change the traffic control plan. This Change Order removes the unnecessary traffic control and construction items from the Contract, per the agreement to completely close existing CR 258 for the duration of Summer. This Change Order also revises the Disincentive dollar amount in the Project Construction Manual to \$1,250/day. 1B. Design Error or Omission. This Change Order also revises the Unit of Measure for the asphalt items that were added in Change Order #2.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
05	9/14/2023	539,623.96	831,161.15

4B. Third Party Accommodation. Third party requested work. This Change Order provides payment to the contractor for widening the eastbound pavement, adding a right turn lane/driveway into Liberty Hill's proposed High School, and relocating an existing water line out from under the new Liberty Hill High School driveway. LHISD will reimburse the County 100%.

Adjusted Price = \$6,667,915.51

Project Name: Ronald Reagan at Elizabeth Park Temporary Signals
Project No. 23IFB21

Original Contract Price = \$216,902.22

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantial Completion</u>	<u>Completion Certificate</u>		<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>
2/7/2023	2/28/2023	4/7/2023	4/17/2023	7/6/2023			135		135
<u>Invoice</u>	<u>Beginning</u>	<u>Ending</u>	<u>Days</u>	<u>Current</u>	<u>Invoiced</u>	<u>Current</u>	<u>Total</u>	<u>% (\$)</u>	<u>% Time</u>
<u>Number</u>	<u>Date</u>	<u>Date</u>	<u>Charged</u>	<u>Invoice</u>	<u>Total</u>	<u>Retainage</u>	<u>Retainage</u>	<u>Used</u>	<u>Used</u>
1	4/1/2023	4/30/2023	14	\$30,069.40	\$30,069.40	\$3,341.04	\$3,341.04	15	10
2	5/1/2023	5/31/2023	31	\$64,940.18	\$95,009.58	\$7,215.58	\$10,556.62	48	33
3	6/1/2023	6/30/2023	30	\$86,210.24	\$181,219.82	-\$1,018.73	\$9,537.89	88	56
4	7/1/2023	7/31/2023	6	\$12,277.51	\$193,497.33	-\$5,588.96	\$3,948.93	91	60
5	8/1/2023	12/21/2023	0	\$17,195.08	\$210,692.41	\$350.92	\$4,299.85	99	60

3/31/2024 Comments - Project close out continues.

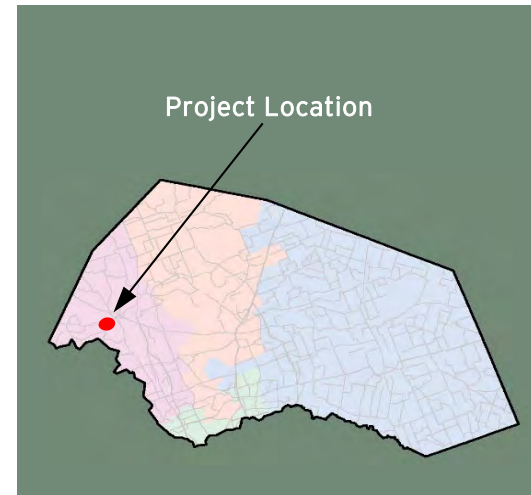
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
01	5/24/2023	\$28,245.75	\$ 28,245.75

2. Unadjusted utility (unforeseeable). 2G. Other: This Change Order will add and remove items from the project due to unforeseen changes in field conditions. The project conditions have been altered since the initial design and this Change Order will correct these issues. This Change order will also compensate the contractor for installing a temporary controller so that the signal can be activated immediately rather than waiting on the permanent controller which has a long lead-time for delivery.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
02	1/30/2024	\$ (27,480.00)	\$ 765.75

2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9). This Change Order provides the final balancing for the overruns/underruns of Contract quantities on the project that are a result of addressing field conditions not accounted for in the original plans.

Adjusted Price = \$217,667.97



Liberty Hill Bypass Improvements (RM 1869 to CR 279)

Project Length: 2.316 Miles
Roadway Classification: Bagdad Road (Arterial);
Liberty Hill Bypass (Minor Arterial)

Project Schedule: February 2024 - Late 2025
Estimated Construction Cost: \$14.1 Million



MARCH 2024 IN REVIEW

3/1/24: Chasco Constructors continued to excavate the detention ponds at each end of the bypass. The contractor began installing various box culverts throughout the project and began building coffer dams in the existing pond for access to bridge bents.

3/8/24: The subcontractor continued stripping topsoil and roadway excavation and began roadway embankment in various locations.

3/15/24: Contractor continued roadway excavation and embankment in various locations. Chasco formed and poured concrete for Abutment 1 footing of the Tributary 2 Bridge.

3/22/24: Chasco formed and poured Abutment 6 backwall, and concrete riprap in front of Abutment 1 backwall for the Tributary 1 Bridge.

3/29/24: Chasco continued roadway excavation and embankment throughout the project and began processing flexible base at the east end of the bypass.



Design Engineer: LJA
Contractor: Chasco Constructors
Construction Observation:
Bruce Thurin, HNTB

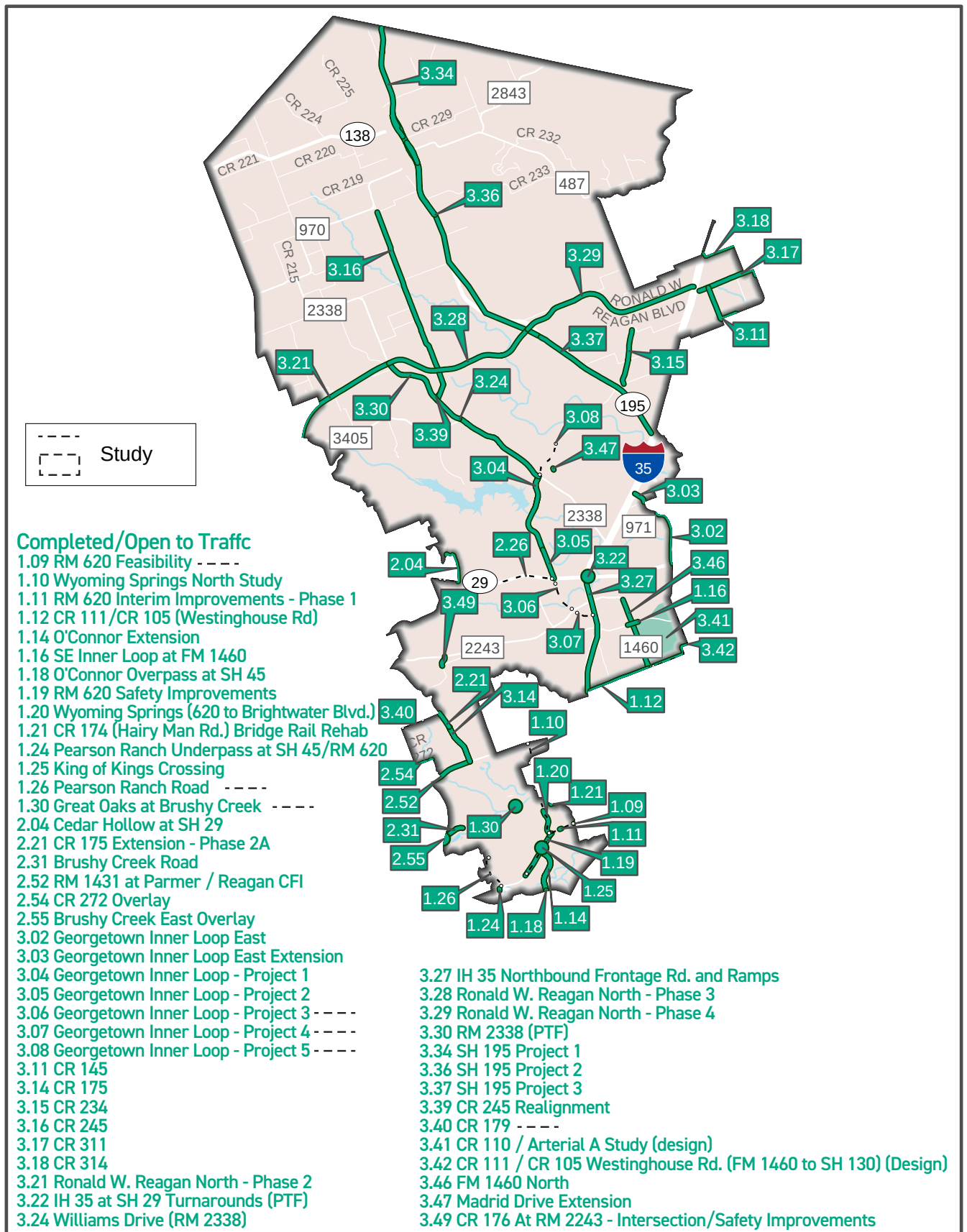
Williamson County
Road Bond Program

Liberty Hill Bypass (SH 29) Bypass
Project No. 24IFB15

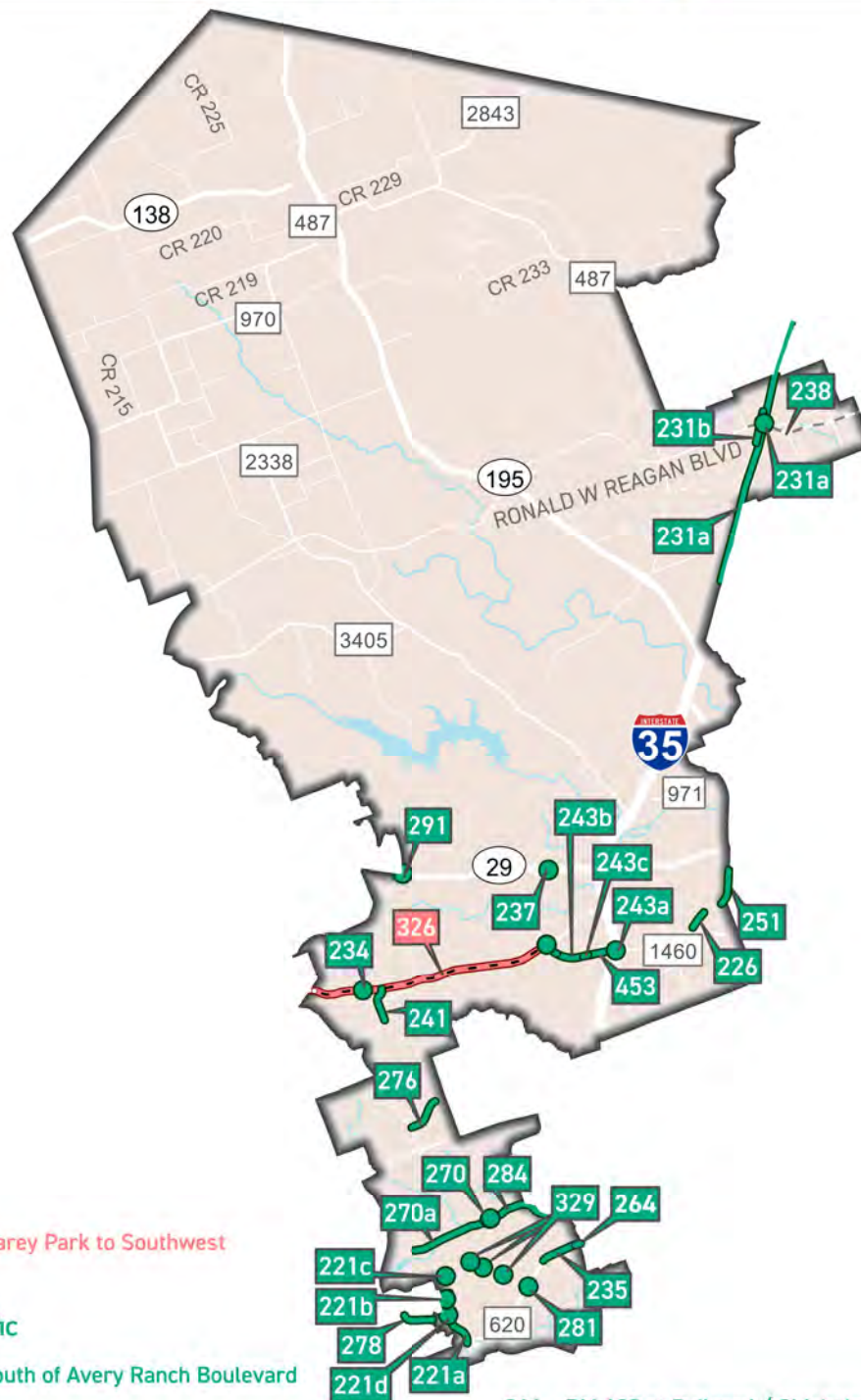
Original Contract Price = \$14,149,449.00

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantial Completion</u>	<u>Completion Certificate</u>		<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>
12/5/2023	12/12/2023	2/5/2024	2/15/2024				652		652
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoiced Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u> <u>Used</u>	<u>% Time</u> <u>Used</u>
1	2/5/2024	2/29/2024	15	\$1,167,168.15	\$1,167,168.15	\$129,685.35	\$129,685.35	9	2
3/31/2024	Comments - Chasco Constructors continued roadway and bridge work throughout the project and began processing flexible base at the east end of the bypass.								
							Adjusted Price = \$14,149,449.00		

2000/2006 Road Bond Program Projects Precinct 3 - Commissioner Covey



Precinct 3 - Commissioner Covey



In Design

326 RM 2243 Realignment (Garey Park to Southwest Bypass)

Completed/Open to Traffic

221a Pearson Ranch Road (South of Avery Ranch Boulevard to SH 45 ROW)

221b Pearson Ranch Road and Iveans Way Pedestrian Crossing

221c Pearson Ranch Road at Avery Ranch Boulevard Traffic Signal

221d Neenah Avenue and Pearson Ranch Road Traffic Signal

226 Inner Loop Safety Improvements (LTL at Wilco Way)

231a IH 35 Ramp Reversal and Frontage Road Conversion (FM 972 to CR 312)

231b Relocation of 48" Williamson County Regional Raw Waterline - Line B

231c Ronald Reagan Boulevard at IH 35 Bridge Replacement

234 RM 2243 at Escalera Parkway (Intersection Improvements)

235 RM 620 Phase 2 (Wyoming Springs to Deep Woods)

237 SH 29 at DB Wood (Intersection Improvements)

238 Ronald Reagan Boulevard Extension Planning (IH 35 to

241 CR 176 at RM 2243 Intersecti

243a Southwest Bypass Driveways

243b Southwest Bypass Access Route

243c Southwest Bypass Segment 2 (Southbound IH 35 to RM 2243) 20

264 RM 620 at Railroad / Chisholm Trail (IH 35 Frontage Road to Deep Wood Drive)

270 Great Oaks Drive Bridge at Brushy Creek

270a Great Oaks Drive Waterline Relocations

276 Arterial H Extension Phase 1 (CR 175 to Massey Way)

278 Neenah Avenue Widening (Olive Hill Drive to 0.5 miles east of Olive Hill Drive)

281 O'Connor Drive North of RM 620 Traffic Study and Safety Improvements

284 Hairy Man Road/Brushy Creek Road Safety Improvements
(Brushy Bend to Sam Bass Road)

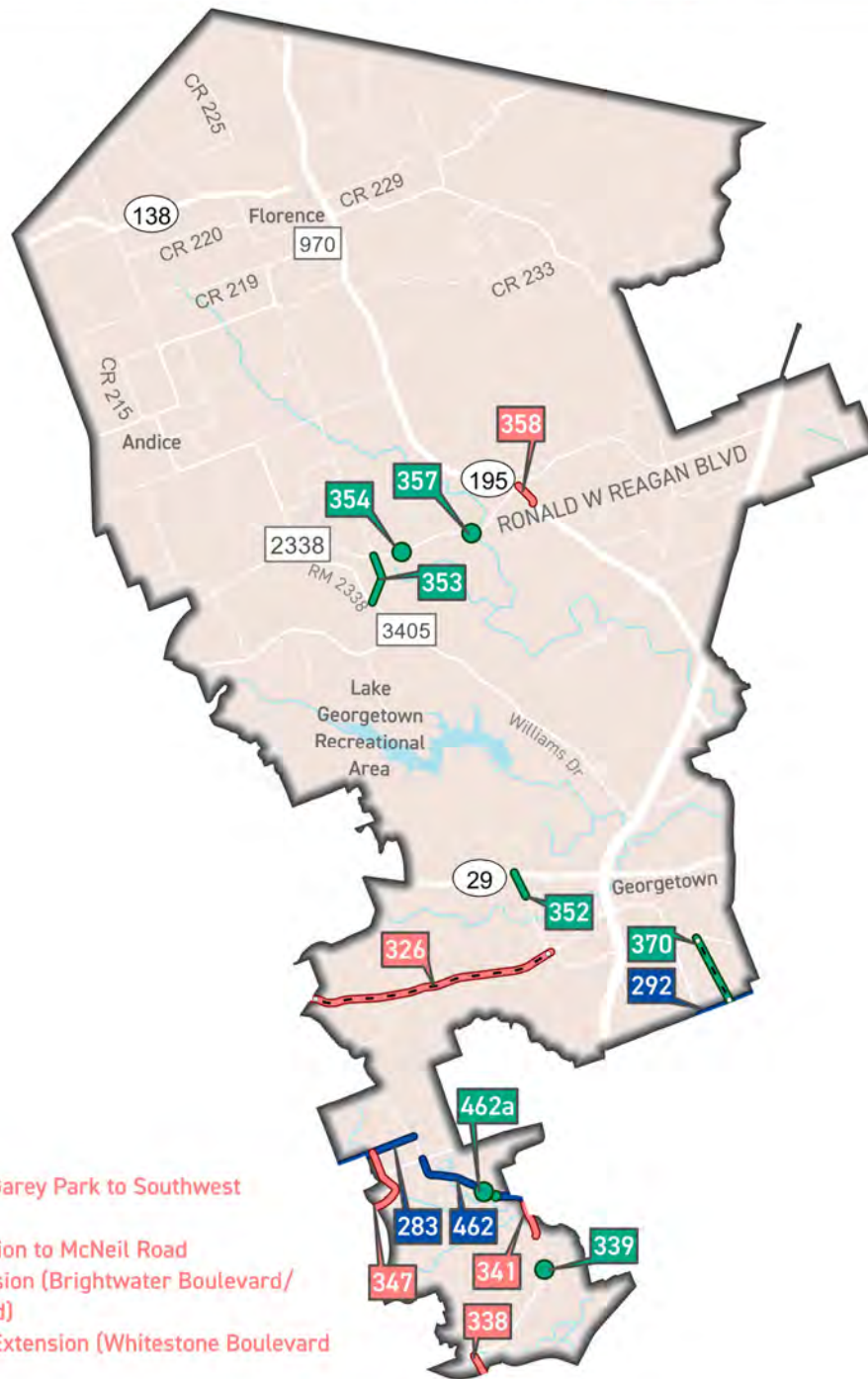
291 SH 29 at Cedar Hollow (Intersection Improvements)
292 Westinghouse Road/CR 111/CR 105 (FM 1460 to SH 130)

329 O'Connor Drive Traffic Signals (Morgan Hill, Great Oaks and Liberty Walk Intersections)

453 Southwest Bypass Segment 1 (Southbound IH 35 to 0.5 miles west)

2019 ROAD BOND PROGRAM PROJECTS

Precinct 3 - Commissioner Covey



In Design

- 326 RM 2243 Realignment (Garey Park to Southwest Bypass)
- 338 RM 620/SH 45 Intersection to McNeil Road
- 341 Wyoming Springs Extension (Brightwater Boulevard/ Creek Bend to Sam Bass Road)
- 347 Toro Grande Boulevard Extension (Whitestone Boulevard to Parmer Lane)
- 358 SH 195 at Ronald Reagan Boulevard

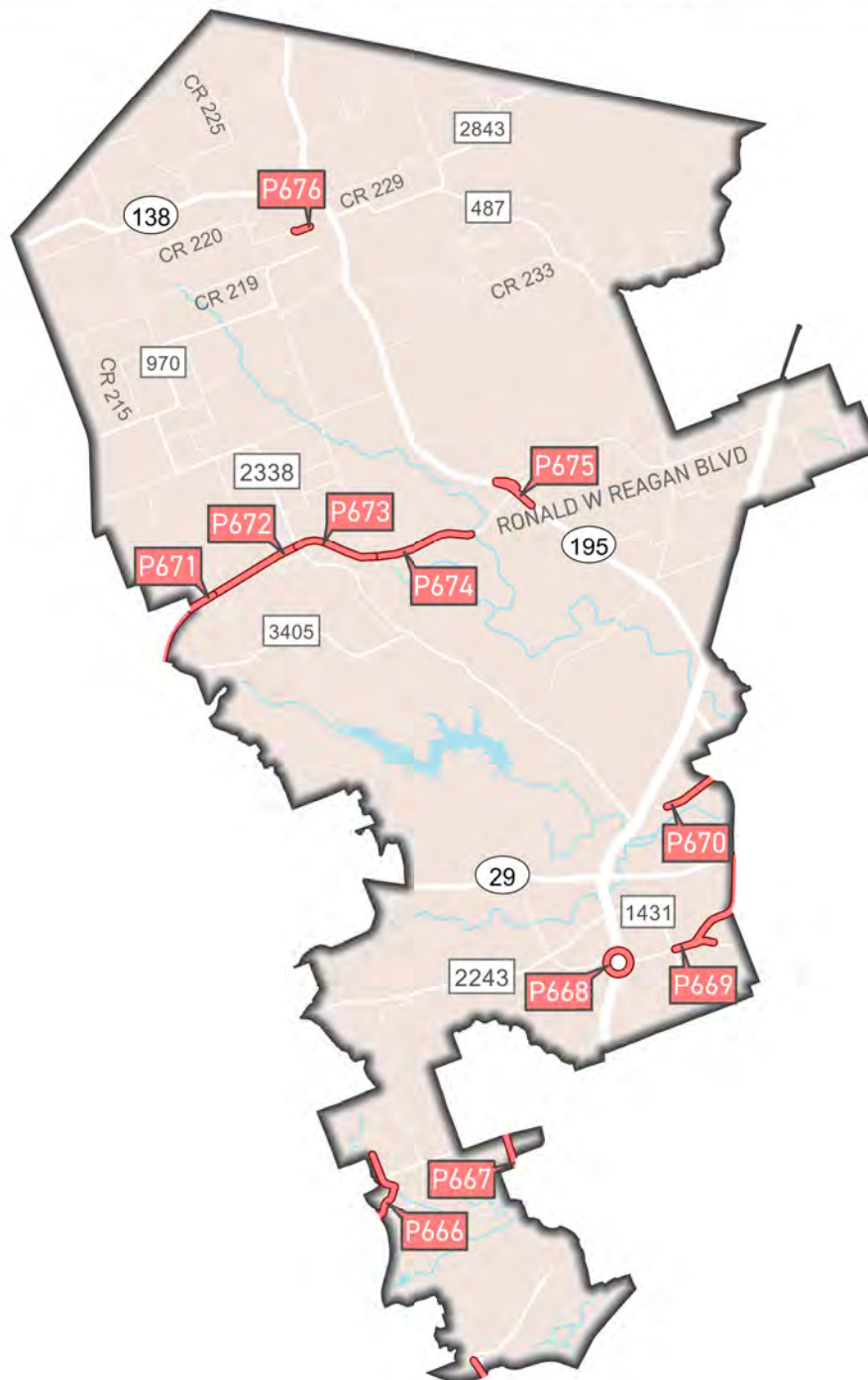
Under Construction/Bidding

- 283 New Hope Drive Extension Phase 2A (Ronald Reagan Boulevard to Sam Bass Road)
- 292 CR 111/CR 105 Westinghouse (FM 1460 to SH 130)
- 462 Corridor H/Sam Bass Road (RM 1431 to Wyoming Springs Drive)

Completed/Open to Traffic

- 339 Wyoming Springs Intersection Improvements (At Smyers Lane)
- 352 Southwest Bypass Extension (SH 29 to Wolf Ranch Parkway)
- 353 CR 245 (North of RM 2338 to Ronald Reagan Boulevard)
- 354 Ronald Reagan at Silver Spur Boulevard
- 357 Ronald Reagan at Sun City Boulevard
- 370 MoKan (Georgetown Inner Loop to University Boulevard)
- 462a Corridor H/Sam Bass Road Interim Traffic Signals (Walsh Ranch and Great Oaks Drive Intersections)

Precinct 3 - Commissioner Covey



In Design

- P666 Toro Grande Boulevard Extension (Parmer Lane to New Hope)
P667 Wyoming Springs Drive (End of Wyoming Springs Drive / Behrens Ranch to RM 1431)
P668 I-35 at Inner Loop Interchange (SE Inner Loop / SW Bypass)
P669 SE Inner Loop (FM 1460 to SH 29)
P671 Ronald Reagan Boulevard Widening - Segment C1 (FM 3405 to CR 289)
P672 Ronald Reagan Boulevard Widening - Segment C2 (CR 289 to west of RM 2338)
P673 Ronald Reagan Boulevard Widening - Segment D1 (RM 2338 to CR 245)
P674 Ronald Reagan Boulevard Widening - Segment D2 (CR 245 to Sun City Blvd.)
P670 FM 971 (Gann St to SH 130)
P675 SH 195 at Ronald Reagan Boulevard - Remaining 3 Ramps
P676 West Main Street (S.Patterson Ave to CR 226)

Project Name: Great Oaks Drive Improvements at Brushy Creek
Project No. T4327

Original Contract Price = \$10,580,634.11

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantial Completion</u>	<u>Completion Certificate</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>	
6/30/2021	8/3/2021	9/3/2021	9/13/2021	7/12/2023		585		585	
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoiced Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u> <u>Used</u>	<u>% Time</u> <u>Used</u>
1	9/13/2021	9/30/2021	18	\$299,881.08	\$299,881.08	\$33,320.12	\$33,320.12	3	3
2	10/1/2021	10/31/2021	31	\$305,937.90	\$605,818.98	\$33,993.10	\$67,313.22	6	8
3	11/1/2021	11/30/2021	30	\$353,916.66	\$959,735.64	\$39,324.07	\$106,637.29	10	14
4	12/1/2021	12/31/2021	31	\$323,378.73	\$1,283,114.37	\$35,930.97	\$142,568.26	13	19
5	1/1/2022	1/31/2022	31	\$388,799.66	\$1,671,914.03	\$43,199.97	\$185,768.23	18	24
6	2/1/2022	2/28/2022	28	\$496,378.98	\$2,168,293.01	\$55,153.22	\$240,921.45	23	29
7	3/1/2022	3/31/2022	31	\$243,581.01	\$2,411,874.02	\$27,064.55	\$267,986.00	25	34
8	4/1/2022	4/30/2022	30	\$232,084.08	\$2,643,958.10	\$25,787.13	\$293,773.13	28	39
9	5/1/2022	5/31/2022	31	\$754,642.60	\$3,398,600.70	\$83,849.18	\$377,622.31	36	45
10	6/1/2022	6/30/2022	30	\$340,143.43	\$3,738,744.13	\$37,793.71	\$415,416.02	39	50
11	7/1/2022	7/31/2022	31	\$475,914.67	\$4,214,658.80	\$52,879.41	\$468,295.43	44	55
12	8/1/2022	8/31/2022	31	\$373,966.90	\$4,588,625.70	\$41,551.87	\$509,847.30	48	60
13	9/1/2022	9/30/2022	30	\$334,474.19	\$4,923,099.89	\$37,163.80	\$547,011.10	52	65
14	10/1/2022	10/31/2022	31	\$596,227.60	\$5,519,327.49	\$66,247.51	\$613,258.61	58	71
15	11/1/2022	11/30/2022	30	\$150,522.30	\$5,669,849.79	\$16,724.70	\$629,983.31	59	76
16	12/1/2022	12/31/2022	31	\$210,284.10	\$5,880,133.89	\$23,364.90	\$653,348.21	62	81
17	1/1/2023	1/31/2023	31	\$487,668.38	\$6,367,802.27	\$54,185.38	\$707,533.59	67	86
18	2/1/2023	2/28/2023	28	\$319,021.56	\$6,686,823.83	\$35,446.84	\$742,980.43	70	91
19	3/1/2023	3/31/2023	31	\$481,061.68	\$7,167,885.51	\$53,451.29	\$796,431.72	75	97
20	4/1/2023	4/30/2023	30	\$1,102,824.63	\$8,270,710.14	-\$361,131.19	\$435,300.53	82	102
21	5/1/2023	5/31/2023	31	\$398,266.76	\$8,668,976.90	\$20,961.41	\$456,261.94	86	107
22	6/1/2023	6/30/2023	30	\$713,888.01	\$9,382,864.91	\$37,573.06	\$493,835.00	93	112
23	7/1/2023	7/31/2023	31	\$518,248.40	\$9,901,113.31	\$27,276.23	\$521,111.23	98	117
24	8/1/2023	8/31/2023	0	\$85,268.20	\$9,986,381.51	\$4,487.80	\$525,599.03	99	117
25	9/1/2023	9/30/2023	0	\$351,666.54	\$10,338,048.05	-\$314,618.46	\$210,980.57	100	117
26	10/1/2023	3/1/2024	0	\$28,909.60	\$10,366,957.65	\$589.99	\$211,570.56	100	100

3/31/2024 Comments - Project close out on going.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
01	3/29/2022	\$ 29,487.96	\$ 29,487.96

4B: Third Party Accommodation. Third Party Requested Work, 2E: Differing Site Condition. Miscellaneous difference in site conditions (unforeseeable), 6C: Untimely ROW/Utilities. Utilities not clear. This Change Order adds items to pay the Contractor to pour a concrete cap over an existing City of Round Rock (CORR) wastewater manhole at Bent, excavate to find an existing CORR wastewater line trench, and for standby costs due to a conflict with existing ATT line at Culvert C.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
02	9/14/2022	\$ 100,234.16	\$ 129,722.12

6C. Untimely ROW/Utilities. Utilities not clear. This Change Order adds an item to pay the Contractor for emergency repairs to the existing City of Round Rock wastewater line that was damaged while drilling for a drill shaft for the Hairy Man bridge abutment. Cost sharing (one third) was agreed to by the County with the contractor, DeNucci Constructors.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
03	3/2/2023	27,926.96	157,649.08

1A: Incorrect PS&E. This Change Order adds items to pay for traffic rail Junction Boxes, a 36' tall traffic signal pole, an Electric Service TY A, a Guardrail End Treatment, and Removable Work Zone Pavement Markings. These items of work were not properly addressed in the project plan set.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
04	3/2/2023	11,820.42	169,469.50

3L. County Convenience. Revising safety work/measures desired by the County. This Change Order adds a pay item for additional pavement widening to improve the turning radius at the south end of the existing Great Oaks bridge over Brushy Creek.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
05	3/22/2023	2,831.80	172,301.30

2. Differing Site Conditions. 2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9). This Change Order adds an item to pay for additional signs needed at the Oak Ridge Drive and Great Oaks Drive intersection during Phase 3 construction. This Change Order also adds an item to pay for water valves to be adjusted on the southwest corner of the existing Great Oaks Drive and Brushy Creek Road intersection.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
06	7/11/2023	65,607.52	237,908.82

2G. Miscellaneous difference in site conditions. Unadjusted utility (unforeseeable). This Change Order adds an item to pay for the redesigned Panel 7 at Wall 1A due to BCMUD water line elevations differing from that shown in the plans. This Change Order also adds an item to pay for the reinforcing steel previously ordered and delivered to the project for the original design of Panel 7 at Wall 1A. In addition, this Change Order reduces the original item 423-6005 RETAINING WALL (SPREAD FOOTING) due to this change.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
07	7/11/2023	9,735.71	247,644.53

1A. Design Error or Omission. Incorrect PS&E: This Change Order adds a new pay item to reimburse the contractor for replacing a mis-sized traffic signal pole (Pole #7), due to incorrect height in the plans. The contractor ordered and received the traffic signal pole prior to the error being found. The contractor has delivered the mis-sized pole to the Williamson County Maintenance yard.

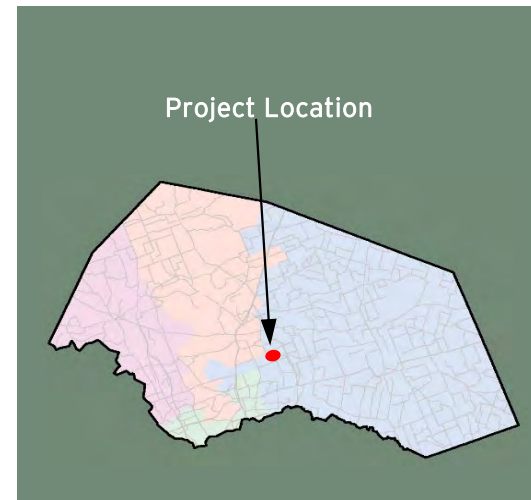
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
08	9/14/2023	30,531.08	278,175.61

1A. Design Error or Omission. Incorrect PS&E: This Change Order adds new pay items to reimburse the contractor for street signs and pavement markings that were not shown in the plans. This Change Order also adds an item for a clearance sign that was shown in the plans but had no pay item to pay for the work. In addition, this Change Order adds a pay item to reimburse the contractor for ground boxes not installed.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
09	2/28/2024	-268,281.51	9,894.10

1A. Differing Site Conditions. 2E. Miscellaneous difference in site conditions (unforeseeable). This Change Order provides the final balancing for the overrun/underrun of contract quantities on the project as a result of addressing field conditions not accounted for in the original plans and adds an item for irrigation repairs at Shirley McDonald Park previously paid for under a Force Account Item. This Change Order also adds 83 days to the contract due to Utility issues and change order work.

Adjusted Price = \$10,590,528.21



**CR 111 Westinghouse Road
(FM 1460 to SH 130 and CR 110 North to CR 111)**

**Project Length: 4.633 Miles
Roadway Classification: Rural Collector**

**Project Schedule: January 2022 - Spring 2024
Estimated Construction Cost: \$22.5 Million**



MARCH 2024 IN REVIEW

3/1/2024: Capital Excavation continued to place textured colored concrete at the center median of FM 1460. The Contractor placed topsoil at the right-of-way on the north side of the roadway east of FM 1460.

3/8/2024: Contractor formed and poured curb and gutter and continued placing colored textured concrete at the center median at FM 1460.

3/15/2024: Capital Excavation formed and poured the mow strip for the metal beam guard fence east of FM 1460. Capital continued grading and placing topsoil along roadway edge throughout the project.

3/22/2024: Subcontractor placed stone matrix at the culvert by Maple Street. The Contractor performed general clean up and performed punch list items. Subcontractor ESSI seeded the road edge and placed soil retention blankets throughout project.

3/29/24: Capital Excavation worked on punch list items. Subcontractor Flasher placed pavement markings around the FM 1460 intersection.



**Design Engineer: Steger Bizzell
Contractor: Capital Excavation
Construction Observation:
Chuck Evans, HNTB**

**Williamson County
Road Bond Program**

Project Name: CR 111 Westinghouse Road
Project No. 22IFB39

Original Contract Price = \$21,024,332.88

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantial Completion</u>	<u>Completion Certificate</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>	
12/15/2021	1/11/2022	1/20/2022	1/30/2022			700		700	
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoiced Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u> <u>Used</u>	<u>% Time</u> <u>Used</u>
1	2/1/2022	2/28/2022	28	\$142,149.86	\$142,149.86	\$15,794.43	\$15,794.43	1	4
2	3/1/2022	3/31/2022	31	\$1,624,724.26	\$1,766,874.12	\$180,524.92	\$196,319.35	9	8
3	4/1/2022	4/30/2022	30	\$1,286,121.32	\$3,052,995.44	\$142,902.37	\$339,221.72	15	13
4	5/1/2022	5/31/2022	31	\$1,110,146.62	\$4,163,142.06	\$123,349.64	\$462,571.36	21	17
5	6/1/2022	6/30/2022	30	\$482,208.08	\$4,645,350.14	\$53,578.66	\$516,150.02	23	21
6	7/1/2022	7/31/2022	31	\$787,719.86	\$5,433,070.00	\$87,524.44	\$603,674.46	27	26
7	8/1/2022	8/31/2022	31	\$822,906.88	\$6,255,976.88	\$91,434.10	\$695,108.56	31	30
8	9/1/2022	9/30/2022	30	\$1,707,686.45	\$7,963,663.33	\$189,742.92	\$884,851.48	39	35
9	10/1/2022	10/31/2022	31	\$1,107,286.40	\$9,070,949.73	\$123,031.82	\$1,007,883.30	45	39
10	11/1/2022	11/30/2022	30	\$518,917.48	\$9,589,867.21	\$57,657.50	\$1,065,540.80	47	43
11	12/1/2022	12/31/2022	31	\$1,285,779.15	\$10,875,646.36	-\$493,138.36	\$572,402.44	51	48
12	1/1/2023	1/31/2023	31	\$620,120.59	\$11,495,766.95	\$32,637.93	\$605,040.37	54	52
13	2/1/2023	2/28/2023	28	\$846,149.01	\$12,341,915.96	\$44,534.15	\$649,574.52	58	56
14	3/1/2023	3/31/2023	31	\$639,962.65	\$12,981,878.61	\$33,682.25	\$683,256.77	61	61
15	4/1/2023	4/30/2023	30	\$717,084.56	\$13,698,963.17	\$37,741.29	\$720,998.06	64	65
16	5/1/2023	5/31/2023	31	\$661,601.87	\$14,360,565.04	\$34,821.15	\$755,819.21	67	69
17	6/1/2023	6/30/2023	30	\$591,898.92	\$14,952,463.96	\$31,152.58	\$786,971.79	70	74
18	7/1/2023	7/31/2023	31	\$555,320.94	\$15,507,784.90	\$29,227.41	\$816,199.20	72	78
19	8/1/2023	8/31/2023	31	\$451,231.96	\$15,959,016.86	\$23,749.06	\$839,948.26	75	82
20	9/1/2023	9/30/2023	30	\$371,656.43	\$16,330,673.29	\$19,560.86	\$859,509.12	76	87
21	10/1/2023	10/31/2023	31	\$230,597.40	\$16,561,270.69	\$12,136.71	\$871,645.83	77	91
22	11/1/2023	11/30/2023	30	\$179,598.00	\$16,740,868.69	\$9,452.52	\$881,098.35	78	95
23	12/1/2023	12/31/2023	31	\$801,573.10	\$17,542,441.79	\$42,188.06	\$923,286.41	82	100
24	1/1/2024	1/31/2024	31	\$858,054.72	\$18,400,496.51	\$45,160.77	\$968,447.18	86	104
25	2/1/2024	2/29/2024	29	\$802,470.59	\$19,202,967.10	\$42,235.30	\$1,010,682.48	90	108

3/31/2024 Comments - The Contractor finished placing the top layer of HMA and switched traffic to final configuration. The contractor started working on punch list items.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
01	5/3/2022	\$233,364.00	\$ 233,364.00

2 Differing in site conditions. (Unforeseeable) 2E. Miscellaneous difference in site conditions (unforeseeable) (item 9): This change order compensates the Contractor for over-excavating unsuitable material and importing embankment material from offsite that meets the requirements in the specifications. With the limited areas on the project to find suitable material it was agreed to import the required material. A Force Account item has been created to cover half of the cost of the imported material and half of the trucking. This amount is to cover this area and any other areas that may be encountered on site.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
02	5/3/2022	\$7,553.84	\$ 240,917.84

1B. Design Error or Omission. Other: This change order compensates the Contractor for upsize changes in 6 inlet and 1 junction box to accommodate pipe size design. The revisions affected estimate page 15, summary page 18, storm drainage pages; 149 for Inlet C-5 and C-6, page 150 for Inlets E-4 and E-5, page 151 for Inlet F-6, page 153 for Inlet I-6 and page 154 for Junction Box K.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
03	7/14/2022	\$20,307.20	\$ 261,225.04

1.Design Error or Omission. 1A: incorrect PS&E. This Change Order is in response to RFI 22 that updated the quantity for pay item 106-6002 OBLITERATING ABANDONED ROADWAY. The item has been recalculated and the difference is included in this Change Order to cover the actual quantity.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
04	7/13/2022	\$454,267.40	\$ 715,492.44

1. Design Error or omission. 1B. Other: This Change Order updates the bid item quantities that were revised in the plan set summary sheet, but not reflected in the Bid Form. The Change Order also includes pay items for 2 new items that were identified in the plans, but inadvertently left off the Bid Form.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
05	11/22/2022	\$41,134.66	\$ 756,627.10

1. Design Error or Omission. 1B. Other. The existing section of the roadway in front of Gateway School was constructed prior to the project letting. This portion of the roadway was to remain in place and the proposed roadway was to tie into it. The contractor constructed around this portion of the roadway so that the tie-ins would work with the current plan design. 1B. Other. This Change Order also adds items for flowable fill and concrete dissipaters at the culvert outfalls.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
06	11/22/2022	\$24,159.20	\$ 780,786.30

2. Differing Site Conditions: (Unforeseeable) 2J. Other: While clearing the ROW, 4 water wells were encountered. This Change Order provides payment to the Contractor for having the plugging and abandoning four (4) wells, by a licensed water well company. Upon completion of the well abandonment, plugging reports will be filed.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
07	12/14/2022	\$28,440.00	\$ 809,226.30

1B. Design Error or Omission. 1B. Other: This Change Order provides additional items to the Contract for adjusting an existing headwall, wingwalls and adding concrete rail along an existing culvert that is to remain in place. Due to the height of the existing culvert, the proposed roadway can not be built to the proposed width. Raising the headwall and constructing the rail will allow for the roadway portion to be constructed to the proposed width. This rail will mirror the existing rail along the upstream portion of the existing culvert.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
08	12/14/2022	\$276,200.00	\$ 1,085,426.30

4B. Third Party Accommodation. Third party requested work: MBC Development has requested additional sleeves to be installed across CR 111 for their future development on both sides of the roadway. The Developer Agreement has been amended to reflect the change and the Developer has funded Williamson County for this additional work.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
09	4/25/2023	\$14,282.00	\$ 1,099,708.30

1. Design Error or Omission. 1B Other: This Change Order compensates the contractor for relocating the existing service line to tie into the new meter location. The meter was relocated outside of the new ROW per the plans, but the plans did not show a service line connection for the residence back in at this location. Per the ILA, the County must, at its own expense, pay all cost related to the relocation of Jonah's water lines.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
10	6/6/2023	\$39,507.50	\$ 1,139,215.80

2E. Differing in Site Conditions. Miscellaneous difference in site conditions (unforeseeable)(Item 9). This Change Order compensates the contractor for removing and replacing the existing concrete driveway at the Valero gas station as well as removing the sidewalk that is in conflict with the proposed roadway widening.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
11	8/22/2023	\$81,433.12	\$ 1,220,648.92

6 Untimely ROW/Utilities 6C: Utilities Not Clear: This Change Order compensates the contractor for relocating the existing 12-inch City of Georgetown water line that is in conflict with the culvert a Driveway 1. The water line is being relocated between the proposed box culvert and the ROW along the north side of the project.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
12	1/9/2024	\$303,603.61	\$ 1,524,252.53

6C. Utilities not clear. This Change Order adds an item to the contract for inefficient work and delays the contractor experienced due to the utilities not being cleared throughout the project.

Adjusted Price = \$22,548,585.41

Project Name: Southwest Bypass Extension
Project No. 22IFB110

Original Contract Price = \$4,288,543.00

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantial Completion</u>	<u>Completion Certificate</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>	
6/23/2022	7/12/2022	8/18/2022	8/29/2022	6/22/2023		239	59	298	
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoiced Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$ Used)</u>	<u>% Time Used</u>
1	8/29/2022	8/31/2022	3	\$77,542.20	\$77,542.20	\$8,615.80	\$8,615.80	2	1
2	9/1/2022	9/30/2022	30	\$126,769.50	\$204,311.70	\$14,085.50	\$22,701.30	6	11
3	10/1/2022	10/31/2022	31	\$460,653.35	\$664,965.05	\$51,183.71	\$73,885.01	19	21
4	11/1/2022	11/30/2022	30	\$148,852.80	\$813,817.85	\$16,539.20	\$90,424.21	23	32
5	12/1/2022	12/31/2022	31	\$180,500.40	\$994,318.25	\$20,055.60	\$110,479.81	28	42
6	1/1/2023	1/31/2023	31	\$308,200.50	\$1,302,518.75	\$34,244.50	\$144,724.31	37	52
7	2/1/2023	2/28/2023	28	\$424,385.10	\$1,726,903.85	\$47,153.90	\$191,878.21	49	62
8	3/1/2023	3/31/2023	31	\$778,428.08	\$2,505,331.93	-\$60,018.63	\$131,859.58	68	72
9	4/1/2023	4/30/2023	30	\$585,017.55	\$3,090,349.48	\$30,790.39	\$162,649.97	83	82
10	5/1/2023	5/31/2023	31	\$109,588.94	\$3,199,938.42	\$5,767.84	\$168,417.81	86	93
11	6/1/2023	6/30/2023	22	\$220,158.23	\$3,420,096.65	\$11,587.28	\$180,005.09	92	100
12	7/1/2023	7/31/2023	0	\$123,360.35	\$3,543,457.00	\$6,492.65	\$186,497.74	96	100
13	8/1/2023	8/31/2023	0	\$139,934.87	\$3,683,391.87	\$7,364.99	\$193,862.73	99	100
14	9/1/2023	9/30/2023	0	\$130,311.87	\$3,813,703.74	-\$116,032.04	\$77,830.69	100	100
15	10/1/2023	10/20/2023	0	\$7,967.34	\$3,821,671.08	\$162.60	\$77,993.29	100	100
16	10/21/2023	11/30/2023	0	\$10,139.93	\$3,831,811.01	\$206.93	\$78,200.22	100	100

3/31/2024 Comments - Project closeout continues. The punch list items are completed, waiting on vegetation establishment

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
01	7/18/2023	3,440.89	3,440.89

2C. Differing Site Conditions (unforeseeable). New development (conditions changing after PS&E completed). This Change Order covers several different changes that took place on the project, including adjusting the ditch along Wolf Ranch to avoid water line, installing cave gates instead of the fencing, revising the sidewalk under the bridge, placing concrete driveway instead of asphalt driveway into Wolf Ranch Apartments and revising the SWPPP sheets per the updated WPAP. 5D. Contractor Convenience. Additional safety work/measures desired by the contractor. Barrier was installed along the work zone for the SH 29 widening at the Southwest Bypass.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
02	9/14/2023	15,802.83	19,243.72

2. Differing Site Conditions (unforeseeable) 2I. Additional safety needs (unforeseeable): This Change Order compensates the contractor for adjusting the guardrail north of Wolf Ranch Parkway on Southwest Bypass due to site distance concerns.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
03	12/5/2023	-410,375.49	-391,131.77

2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9). This Change Order provides the final balancing for the overruns/underruns of contract quantities on the project that are a result of addressing field conditions not accounted for in the original plans.

Adjusted Price = \$3,897,411.23

Project Name: CR 245 Reconstruction
Project No. 23IFB12

Original Contract Price = \$6,969,195.21

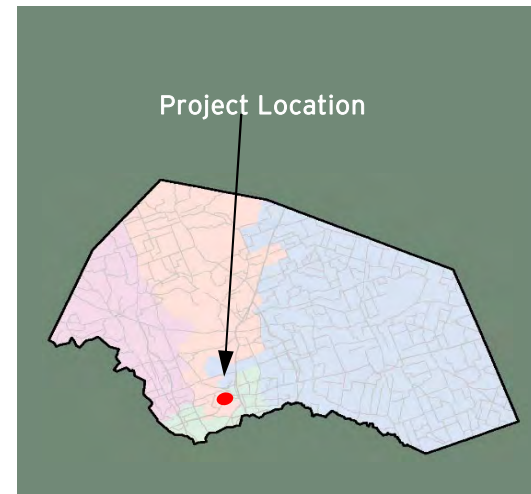
<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantial Completion</u>	<u>Completion Certificate</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>	
12/6/2022	12/13/2022	2/1/2023	2/10/2023			423		423	
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoiced Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u> <u>Used</u>	<u>% Time</u> <u>Used</u>
1	2/10/2023	2/28/2023	19	\$143,464.59	\$143,464.59	\$15,940.51	\$15,940.51	2	4
2	3/1/2023	3/31/2023	31	\$355,908.11	\$499,372.70	\$39,545.35	\$55,485.86	8	12
3	4/1/2023	4/30/2023	30	\$378,182.90	\$877,555.60	\$42,020.32	\$97,506.18	14	19
4	5/1/2023	5/31/2023	31	\$541,611.28	\$1,419,166.88	\$60,179.03	\$157,685.21	23	26
5	6/1/2023	6/30/2023	30	\$438,431.06	\$1,857,597.94	\$48,714.56	\$206,399.77	30	33
6	7/1/2023	7/31/2023	31	\$1,157,295.20	\$3,014,893.14	\$128,588.36	\$334,988.13	48	41
7	8/1/2023	8/31/2023	31	\$1,149,398.96	\$4,164,292.10	-\$115,814.86	\$219,173.27	63	48
8	9/1/2023	9/30/2023	30	\$601,990.01	\$4,766,282.11	\$31,683.68	\$250,856.95	72	55
9	10/1/2023	10/31/2023	31	\$97,202.52	\$4,863,484.63	\$5,115.92	\$255,972.87	73	62
10	11/1/2023	11/30/2023	30	\$544,037.17	\$5,407,521.80	\$28,633.54	\$284,606.41	81	62
11	12/1/2023	1/31/2024	62	\$128,644.67	\$5,536,166.47	\$6,770.77	\$291,377.18	83	70
12	2/1/2024	2/29/2024	0	\$231,946.39	\$5,768,112.86	-\$173,660.59	\$117,716.59	84	73
13	3/1/2024	3/31/2024	0	\$48,401.14	\$5,816,514.00	\$987.78	\$118,704.37	85	73

3/31/2024 Comments - Awaiting vegetation establishment.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
01	8/22/2023	20,980.10	20,980.10

1. Design Error or Omission. 1B. Other: This Change Order compensates the contractor for removing a portion of a structure that encroaches the new ROW. 2. Differing in Site Conditions: (Unforeseeable) 2E: Miscellaneous difference in site conditions (unforeseeable)(Item 9). This Change Order addresses karst features that were encountered while excavating to subgrade south of Smokestack Ln. The karst features were closed per SWCA and TCEQ recommendations.

Adjusted Price = \$6,990,175.31



**Corridor H/Sam Bass Road
(RM 1431 to Wyoming Springs Drive)**

**Project Length: 2.578 Miles
Roadway Classification: Urban Minor Arterial**

**Project Schedule: January 2022 - Fall 2025
Estimated Construction Cost: \$33.8 Million**



MARCH 2024 IN REVIEW

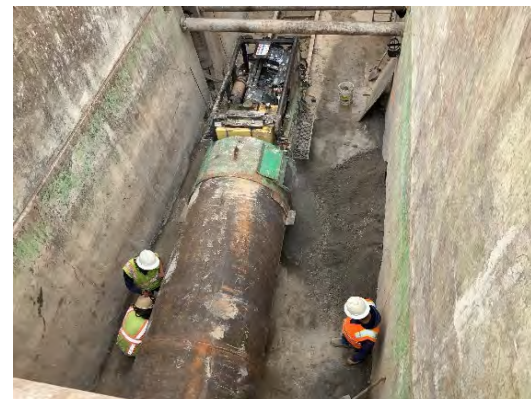
3/1/2024: Cash Construction excavated the bore pit for the BCMUD water line crossing of Sam Bass Road at Tonkawa Trail. Subcontractor reworked the detour subgrade at Deer Trail Circle. AT&T Contractor is on site relocating existing AT&T lines between Deer Trail Circle and Great Oaks Drive.

3/8/2024: Subcontractor reworked a section of the detour subgrade near Deer Trail Circle. Contractor CTRB completed the BCMUD 24-inch casing bore across Sam Bass at Tonkawa Trail.

3/15/2024: Contractor placed the embankment at the bridge abutments for Dry Fork Creek. Subcontractor CTRB continued boring the Round Rock 60-inch casing at Thousand Oaks.

3/22/2024: Cash removed the thrust block concrete from the existing Round Rock water line at RM 1431. The Contractor placed the final embankment at the bridge abutments at Dry Fork Creek.

3/29/24: Cash Construction continued installing the Round Rock 42-inch water line near Thousand Oaks.



**Design Engineer: K Friese
Contractor: Cash Construction
Construction Observation:
Tracy Cooper, HNTB**

**Williamson County
Road Bond Program**

Project Name: Corridor H/Sam Bass Road
Project No. 23IFB8

Original Contract Price = \$36,145,959.00

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantial Completion</u>	<u>Completion Certificate</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>	
12/20/2022	1/13/2023	3/13/2023	3/23/2023			911		911	
<u>Invoice</u>	<u>Beginning</u>	<u>Ending</u>	<u>Days</u>	<u>Current</u>	<u>Invoiced</u>	<u>Current</u>	<u>Total</u>	<u>% (\$)</u>	<u>% Time</u>
<u>Number</u>	<u>Date</u>	<u>Date</u>	<u>Charged</u>	<u>Invoice</u>	<u>Total</u>	<u>Retainage</u>	<u>Retainage</u>	<u>Used</u>	<u>Used</u>
1	4/1/2023	4/30/2023	30	\$21,095.55	\$21,095.55	\$2,343.95	\$2,343.95	0	3
2	5/1/2023	5/31/2023	31	\$511,459.79	\$532,555.34	\$56,828.87	\$59,172.82	2	7
3	6/1/2023	6/30/2023	30	\$1,024,886.41	\$1,557,441.75	\$113,876.26	\$173,049.08	5	10
4	7/1/2023	7/31/2023	31	\$148,136.40	\$1,705,578.15	\$16,459.60	\$189,508.68	6	13
5	8/1/2023	8/31/2023	31	\$915,201.56	\$2,620,779.71	\$101,689.06	\$291,197.74	9	17
6	9/1/2023	9/30/2023	30	\$510,079.42	\$3,130,859.13	\$56,675.50	\$347,873.24	10	20
7	10/1/2023	10/31/2023	31	\$900,115.81	\$4,030,974.94	\$100,012.86	\$447,886.10	13	23
8	11/1/2023	11/30/2023	30	\$731,394.97	\$4,762,369.91	\$81,266.11	\$529,152.21	16	27
9	12/1/2024	12/31/2024	31	\$241,049.16	\$5,003,419.07	\$26,783.24	\$555,935.45	16	27
10	1/1/2024	1/31/2024	31	\$412,213.73	\$5,415,632.80	\$45,801.53	\$601,736.98	18	30
11	2/1/2024	2/29/2024	29	\$986,810.97	\$986,810.97	\$109,645.66	\$711,382.64	21	37

3/31/2024 Comments - Cash Construction continued installing the Round Rock 42-inch and 12" BCMUD water lines. They completed the drilled shafts for the Dry Fork Bridge and continued roadway excavation near Thousand Oaks.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
01	6/27/2023	\$ (2,394,078.12)	\$ (2,394,078.12)

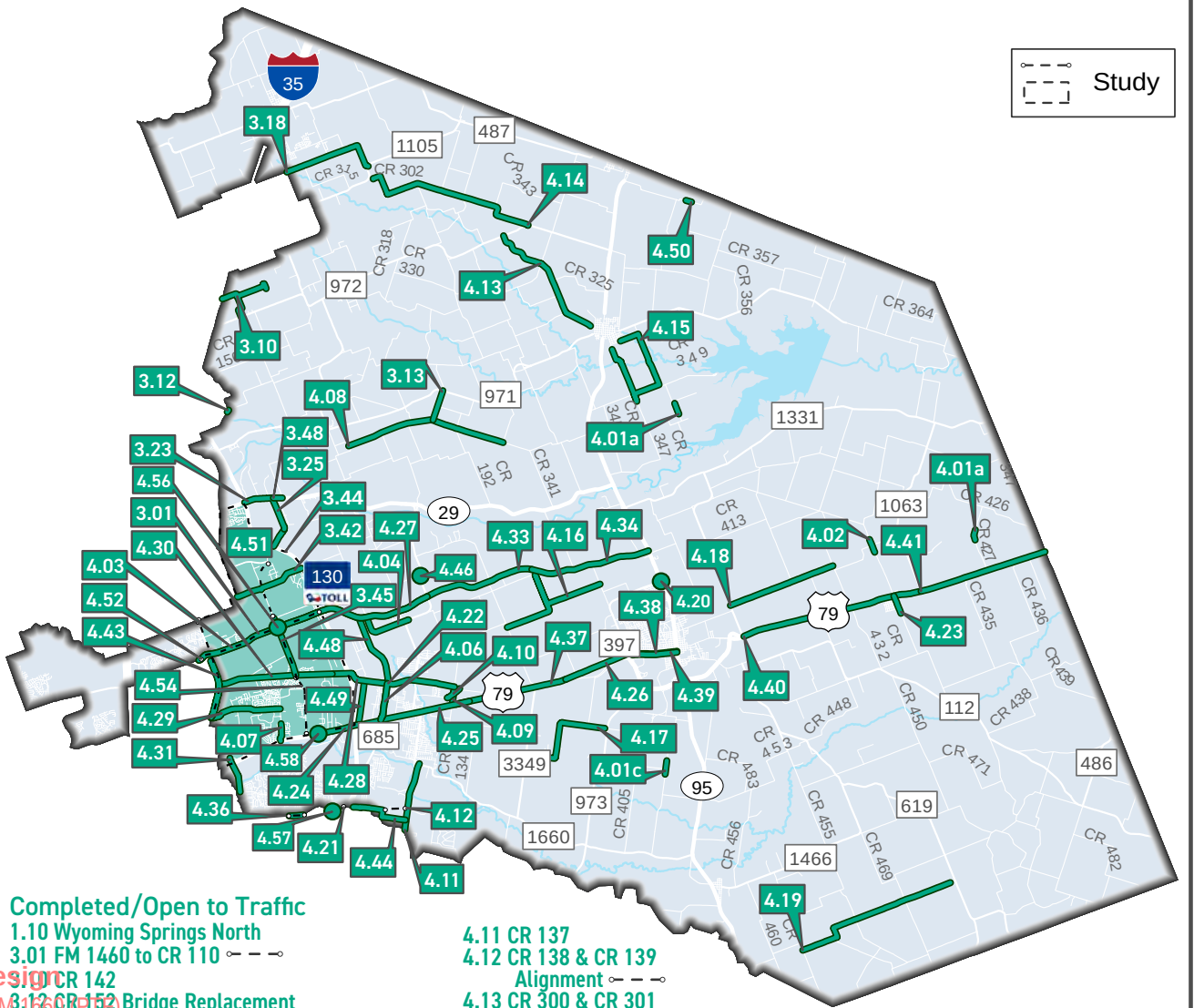
1B: Design Error or Omission. Other. This Change Order revises the earthwork quantities, BCMUD water line items and driveway quantities, per plan revisions issued after the Bid was awarded. The quantity for Item 110-6001 excavation was reduced by over 25% and the unit price is revised because it is considered a major bid item per the Contract.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
02	8/22/2023	\$ 5,250.00	\$ (2,388,828.12)

1B. Design Error or Omission. Other: This Change Order updates incorrect unit prices that were inadvertently used for two existing items in Change Order 1.

Adjusted Price = \$33,757,130.88

2000/2006 Road Bond Program Projects Precinct 4 - Commissioner Boles



Completed/Open to Traffic

- 1.10 Wyoming Springs North
- 3.01 FM 1460 to CR 110
- 3.12 CR 142
- 3.13 CR 152 Bridge Replacement
- 3.13 CR 157
- 3.18 CR 314
- 3.23 SH 29/CR 104 - Phase 1
- 3.25 CR 104 - Phase 2
- 3.42 CR 111 / CR 105 (Westinghouse Rd.) - FM 1460 to SH 130
- 3.44 CR 110 North (North of CR 107 to North of Sam Houston)
- 3.45 CR 110 Middle (North of Limmer Loop to CR 107)
- 3.48 SH 29 Widening - 12" Water Main Relocation
- 4.01a CR 427 Bridge Replacement
- 4.01b CR 390 Bridge Replacement
- 4.01c CR 406 Bridge Replacement
- 4.02 CR 424 Bridge Replacement
- 4.03 Chandler Road - Phase 1
- 4.04 CR 100
- 4.06 CR 119
- 4.07 CR 122 at US 79
- 4.08 CR 124
- 4.09 CR 132
- 4.10 CR 136

- 4.11 CR 137
- 4.12 CR 138 & CR 139
- 4.13 CR 300 & CR 301
- 4.14 CR 302
- 4.15 CR 347 & CR 348
- 4.16 CR 368 & CR 369 (CR 101 to CR 366)
- 4.17 CR 404
- 4.18 CR 412
- 4.19 CR 466
- 4.20 FM 397 at SH 95 Signal
- 4.21 Gattis School Rd. ROW
- 4.22 Limmer Loop - Phase 1A
- 4.23 Thrall School Zone
- 4.24 US 79 - Section 1
- 4.25 US 79 - Section 2
- 4.26 US 79 - Section 3A
- 4.27 Chandler Rd. - Phase 2
- 4.28 Limmer Loop - Phase 1B
- 4.29 CR 113 / Old Settlers Blvd.
- 4.30 Limmer Loop - Phase 1C
- 4.31 Kenney Fort Boulevard - Phase 1
- 4.33 Chandler Rd. - Phase 3A
- 4.34 Chandler Rd. - Phase 3B
- 4.36 Gattis School Road

- 4.37 US 79 - Section 3 (PTF)
- 4.38 2nd Street Improvements
- 4.39 2nd Street Drainage Improvements
- 4.40 US 79 Section 5A (PTF)
- 4.41 US 79 Section 5B (PTF)
- 4.43 FM 1460 Section 2
- 4.44 CR 138
- 4.46 FM 1660 at Landfill Rd. (CR 128)
- 4.48 CR 119
- 4.49 CR 108
- 4.50 CR 351 at Donahoe Creek
- 4.51 CR 110 / Arterial A
- 4.52 University Blvd. (Chandler Rd.) Expansion
- 4.54 CR 110 South - (US 79 to Limmer Lp)
- 4.56 CR 110 at University Blvd. (Signal)
- 4.57 Gattis School Rd. at Winterfield Dr. (Signal)
- 4.58 Tradesman Park Crossing

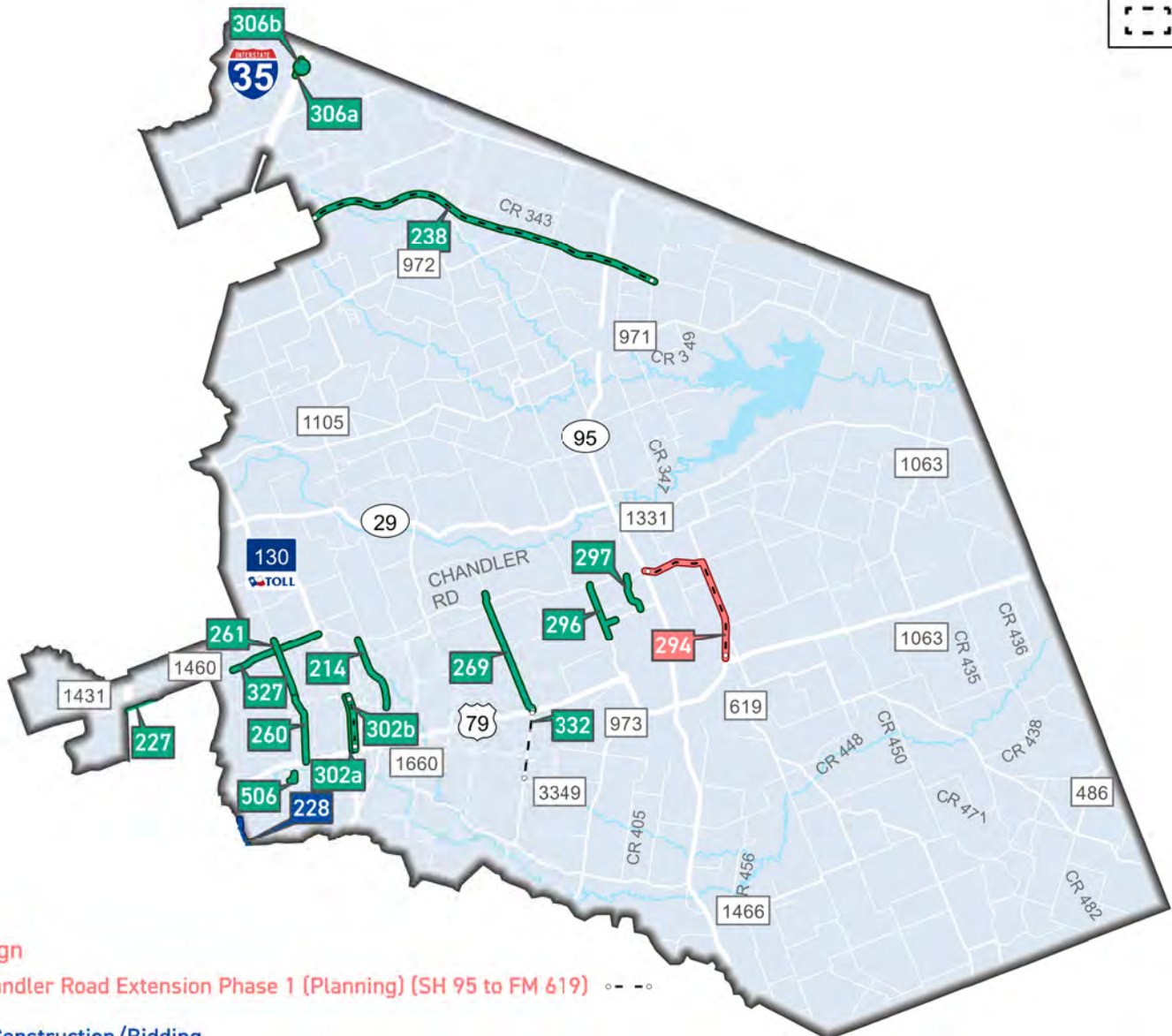
In Design

4.35 FM 1460 N

2013 ROAD BOND PROGRAM PROJECTS

Precinct 4 - Commissioner Boles

Study



In Design

294 Chandler Road Extension Phase 1 (Planning) (SH 95 to FM 619) - - - -

Under Construction/Bidding

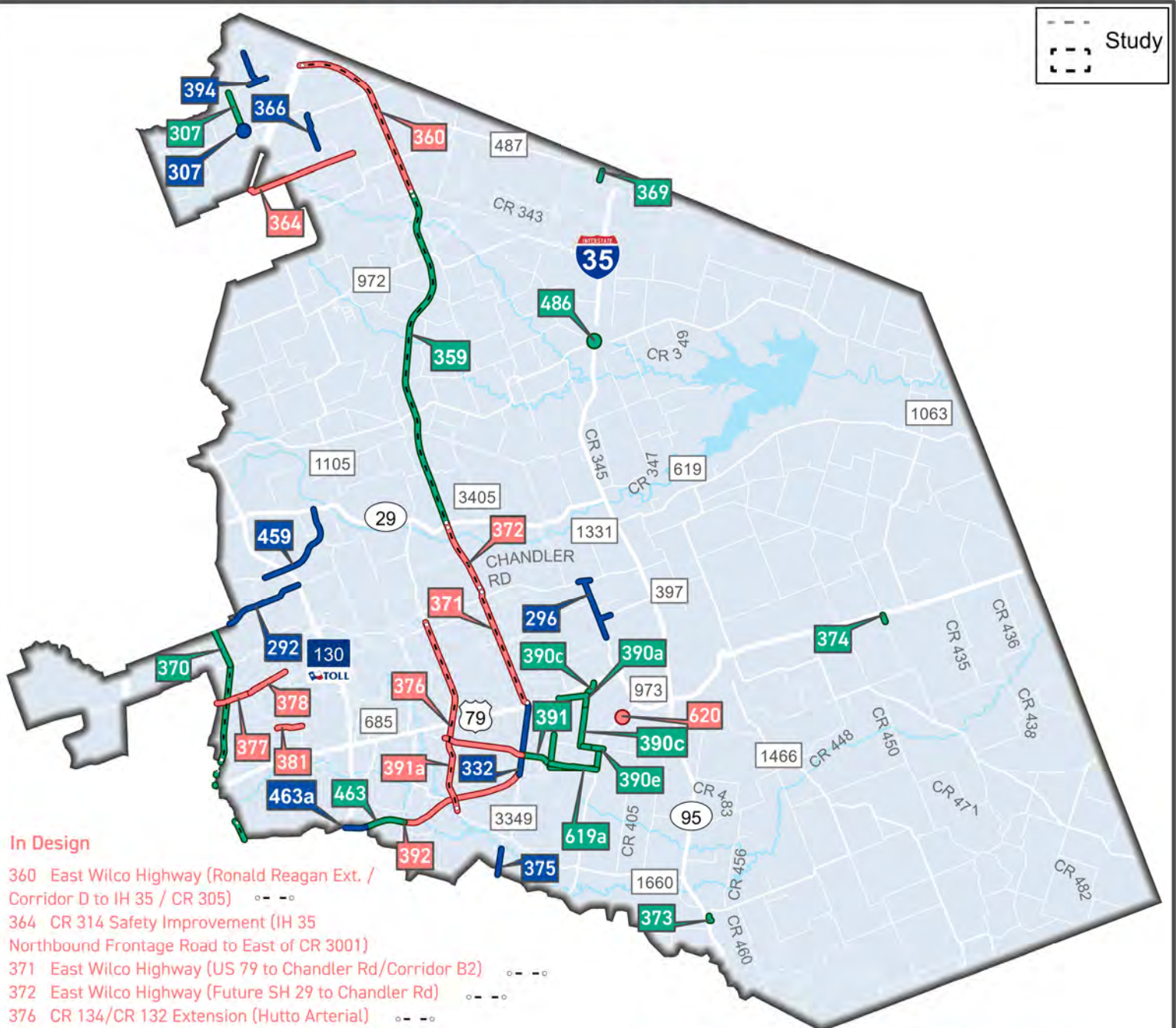
228 Kenney Fort Blvd Segments 2 and 3 (Forest Creek Boulevard to SH 45)

Completed/Open to Traffic

- 214 CR 119 (Limmer Loop to Chandler Road)
- 227 University Boulevard Widening (IH 35 to Sunrise Road)
- 238 Ronald Reagan Boulevard Extension Planning (IH 35 to SH 95) - - - -
- 269 CR 101 (US 79 to North of Chandler Road)
- 261 CR 110 Middle (Limmer Loop to CR 107)
- 260 CR 110 South (US 79 to Limmer Loop)
- 296 CR 366 Widening (Chandler Road to Carlos G. Parker Boulevard)
- 297 East Williamson County Park Road / Bill Pickett Trail (Carlos Parker Boulevard to Chandler Road)
- 302a SH 130 Frontage Roads Phase 3 (Southbound Frontage Road US 79 to Limmer Loop)
- 302b SH 130 Traffic Study - - - -
- 306a Relocation of 48" Williamson County Regional Raw Waterline - Line A
- 306b CR 305 at IH 35 Bridge Replacement
- 327 University Boulevard (Chandler Road) Expansion (FM 1460 to SH 130)
- 332 FM 3349/US 79 Interchange (US 79 to CR 404) - - - -
- 506 Oak Bluff and Greenfield Drainage Improvements

2019 ROAD BOND PROGRAM PROJECTS

Precinct 4 - Commissioner Boles



In Design

- 360 East Wilco Highway (Ronald Reagan Ext. / Corridor D to IH 35 / CR 305) - - - -
- 364 CR 314 Safety Improvement (IH 35 Northbound Frontage Road to East of CR 3001)
- 371 East Wilco Highway (US 79 to Chandler Rd/Corridor B2) - - - -
- 372 East Wilco Highway (Future SH 29 to Chandler Rd) - - - -
- 376 CR 134/CR 132 Extension (Hutto Arterial) - - - -
- 377 CR 112 Widening (FM 1460/A.W. Grimes to CR 117)
- 378 CR 112 Widening (CR 117 to CR 110)
- 381 Old Settlers Boulevard (North Red Bud Lane/CR 122 to CR 110)
- 391a CR 132 Realignment
- 392 East Wilco Highway (Southeast Loop Segment 2) (CR 137 to CR 404)
- 620 FM 973 at Taylor High School Signal

Under Construction/Bidding

- 292 CR111/CR105 Westinghouse (FM 1460 to SH 130)
- 296 CR 366 (Chandler Road to Carlos G Parker Boulevard Northwest)
- 307 Bud Stockton Extension Traffic Signal at FM 487
- 332 East Wilco Highway (FM 3349/US 79 Interchange) (US 79 to CR 404)
- 366 CR 332 Realignment (South of FM 487 to North of CR 313)
- 375 CR 129 (South of Brushy Creek to North of the South Williamson County Line)
- 459 Corridor C / SH 29 Bypass (Sam Houston Avenue at Patriot Way to SH 29)
- 463a CR 138 Right Turn Lane at SH 130

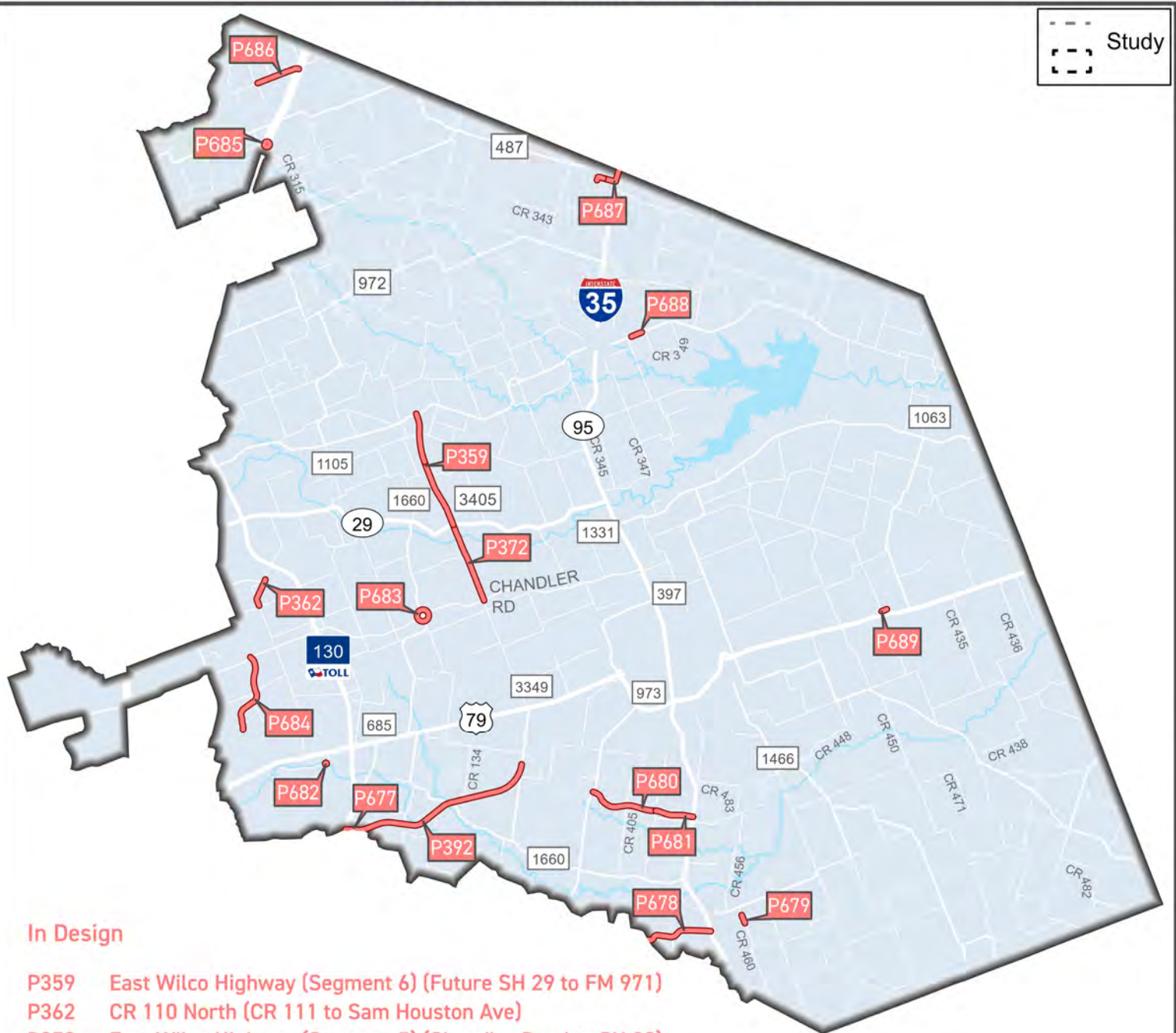
Completed/Open to Traffic

- 307 Bud Stockton Extension (CR 305 to FM 487)

- 359 East Wilco Highway (Future SH 29 to Ronald Reagan Extension/Corridor D) - - - -
- 369 Bartlett Project (Cottrell Street)
- 370 MoKan (Georgetown Inner Loop to University Boulevard)
- 373 Coupland Street Project (S. Broad & Muery Streets)
- 374 Thrall Street Project - S Bounds Street
- 380 MoKan (University Boulevard to SH 45) - - - -
- 390a CR Improvements and Paving (CR 401, CR 402, CR 404)
- 390b CR 404 Hutto Water Line Realignment (Along future CR 404, from CR 404 to CR 404 at FM 973)
- 390c CR 401/CR 404 Improvements (US 79 to CR 404)
- 390e CR 404 at FM 973 (CR 404)
- 391 Samsung Highway (CR 404 Realignment) (CR 404 to FM 3349)
- 394 CR 307 Reconstruction (CR 307 North of CR 305 Jarrell)
- 463 East Wilco Highway (Southeast Loop Segment 1, Phase 1) (CR 138 to CR 137)
- 486 Granger Project (Davilla Street Culvert) (Davilla Street to N Walton Street)
- 619a Samsung Highway (Future County Road) (CR 404 to FM 973)

2023 ROAD BOND PROGRAM PROJECTS

Precinct 4 - Commissioner Boles



In Design

- P359 East Wilco Highway (Segment 6) (Future SH 29 to FM 971)
- P362 CR 110 North (CR 111 to Sam Houston Ave)
- P372 East Wilco Highway (Segment 5) (Chandler Road to SH 29)
- P392 East Wilco Highway (Southeast Loop - Segment 2)(Corridor E1)
- (Construction)(CR 137 south of Hutto and CR 404)
- P677 CR 138 (SH 130 NBFR to east of Derby Day Ave)
- P678 CR 458 (County Line to SH 95)
- P679 CR 460 (future Coupland High School Turn Lanes)
- P680 Corridor A2 (FM 973 to CR 406)
- P681 Corridor A2 (CR 406 to SH 95)
- P682 CR 123 (Brushy Creek)
- P683 Chandler Road (FM 1660 Overpass)
- P684 Kenney Fort Boulevard - Segments 5 & 6 (Old Settlers Boulevard to North of University Boulevard)
- P685 Sonterra Boulevard (IH-35 Frontage Road and Sonterra Blvd Intersection)
- P686 CR 305 (IH 35 to CR 307)
- P687 Salt Lake, Brook, Front Street (Salt Lake Street to Clark Street)
- P688 FM 971 (future Granger High School Turn Lanes)
- P689 North Barker Street (CR 424 to east end of North Barker Street)

Project Name: East Wilco Highway (Southeast Loop, Segment 1)
Project No. T3346

Original Contract Price = \$11,526,789.09

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantial Completion</u>	<u>Completion Certificate</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>	
3/30/2021	4/27/2021	7/12/2021	7/19/2021	8/31/2023		534	24	558	
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoiced Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u> <u>Used</u>	<u>% Time</u> <u>Used</u>
1	7/19/2021	8/31/2021	44	\$767,411.06	\$767,411.06	\$85,267.90	\$85,267.90	7	8
2	9/1/2021	9/30/2021	30	\$328,739.28	\$1,096,150.34	\$36,526.58	\$121,794.48	10	13
3	10/1/2021	10/31/2021	31	\$221,811.16	\$1,317,961.50	\$24,645.69	\$146,440.17	12	19
4	11/1/2021	11/30/2021	30	\$278,008.69	\$1,595,970.19	\$30,889.85	\$177,330.02	15	24
5	12/1/2021	12/31/2021	31	\$331,070.23	\$1,927,040.42	\$36,785.58	\$214,115.60	18	30
6	1/1/2022	1/31/2022	31	\$624,535.89	\$2,551,576.31	\$69,392.88	\$283,508.48	23	35
7	2/1/2022	2/28/2022	28	\$352,666.85	\$2,904,243.16	\$39,185.20	\$322,693.68	27	40
8	3/1/2022	3/31/2022	31	\$815,310.79	\$3,719,553.95	\$90,590.09	\$413,283.77	34	46
9	4/1/2022	4/30/2022	30	\$741,856.71	\$4,461,410.66	\$82,428.53	\$495,712.30	41	51
10	5/1/2022	5/31/2022	31	\$625,433.98	\$5,086,844.64	\$69,492.66	\$565,204.96	46	57
11	6/1/2022	6/30/2022	30	\$498,845.27	\$5,585,689.91	\$55,427.25	\$620,632.21	51	62
12	7/1/2022	7/31/2022	31	\$521,580.90	\$6,107,270.81	\$57,953.44	\$678,585.65	56	68
13	8/1/2022	8/31/2022	31	\$672,002.44	\$6,779,273.25	\$74,666.93	\$753,252.58	62	73
14	9/1/2022	9/30/2022	30	\$936,075.41	\$7,715,348.66	\$104,008.38	\$857,260.96	70	79
15	10/1/2022	10/31/2022	31	\$851,880.44	\$8,567,229.10	-\$406,354.16	\$450,906.80	74	84
16	11/1/2022	11/30/2022	30	\$625,071.12	\$9,192,300.22	\$32,898.48	\$483,805.28	80	90
17	12/1/2022	12/31/2022	31	\$290,510.48	\$9,482,810.70	\$15,290.02	\$499,095.30	82	95
18	1/1/2023	1/31/2023	31	\$55,998.20	\$9,538,808.90	\$2,947.27	\$502,042.57	83	101
19	2/1/2023	2/28/2023	28	\$161,924.00	\$9,700,732.90	\$8,522.32	\$510,564.89	84	106
20	3/1/2023	3/31/2023	31	\$291,588.78	\$9,992,321.68	\$15,346.78	\$525,911.67	86	111
21	4/1/2023	4/30/2023	30	\$160,641.77	\$10,152,963.45	\$8,454.83	\$534,366.50	88	117
22	5/1/2023	5/31/2023	31	\$79,909.01	\$10,232,872.46	\$4,205.73	\$538,572.23	98	122
23	6/1/2023	6/30/2023	30	\$355,060.22	\$10,587,932.68	\$18,687.38	\$557,259.61	92	128
24	7/1/2023	7/31/2023	31	\$61,540.97	\$10,649,473.65	\$3,239.00	\$560,498.61	92	133
25	8/1/2023	8/31/2023	31	\$316,670.90	\$10,966,144.55	\$16,666.89	\$577,165.50	95	139
26	9/1/2023	9/30/2023	0	\$84,593.72	\$11,050,738.27	\$4,452.30	\$581,617.80	96	139
27	10/1/2023	10/31/2023	0	\$8,808.52	\$11,059,546.79	\$463.61	\$582,081.41	96	139

3/31/2024 Comments - Project closeout continues.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
01	8/3/2021	\$ 148,710.35	\$ 148,710.35

6B. This Change Order adds the installation of barbed wire fence and gates along the north and south sides of the right of way on the Wolfe property. The Contractor will not be able to start work until the fence is installed. Twenty four (24) days are being added to the contract to compensate the contractor for this impact.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
02	10/4/2022	\$73,007.39	\$221,717.74

2C. Differing site conditions (Unforeseeable). New development (conditions changing after PS&E completed): This Change Order documents various changes to the contract related to new developer and Church driveways on the west end of the project. 3F. County Convenience. Additional work desired by the County: In addition to the driveways, the bridge rail was changed along the bridge to a more appealing look. 1B. Design Error or Omission. Other: Additional excavation was needed in Pond 21 to create more volume and line EA had to be adjusted for optimum flow along Wall 4.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
03	2/28/2023	\$177,807.62	\$399,525.36

1A. Incorrect PS&E. This Change Order replaces the SGT and MBGF with Crash Cushion Attenuators on the proposed eastbound lane at both bridges due to them not being able to be installed per plan because of the post locations being in the MSE rock backfill. 2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9). This Change Order also compensates the contractor for replacing a portion of an existing concrete driveway that needed to be removed to install the 48in RCP on Line B35.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
04	3/28/2023	156,231.96	555,757.32

2. Differing Site Conditions (Unforeseeable) 2E: Miscellaneous difference in site conditions (unforeseeable)(Item 9): This Change Order is adding items to the Contract that have been previously paid for under the existing Force Account line item.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
05	7/20/2023	1,093,581.24	1,649,338.56

1. Design Error or Omission. 1A: Incorrect PS&E. This Change Order addresses quantity revisions with the earthwork, roadway and various other bid items. The original quantities were incorrect in the Bid documents. The Engineer of Record re-calculated the quantities and provided revised numbers.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
06	9/27/2023	-1,015,961.92	633,376.64

3M. County Convenience. Other. Due to the existing utility conflicts impeding the remaining construction, this Change Order will remove all remaining work from Phases 2-4 from the project.

Adjusted Price = \$12,160,165.73

Project Name: CR 401 Reconstruction Project
Project No. 22IFB57

Original Contract Price = \$12,673,200.94

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantial Completion</u>	<u>Completion Certificate</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>	
3/11/2022	3/22/2022	4/21/2022	5/2/2022	7/7/2023		505	-70	435	
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoiced Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u> <u>Used</u>	<u>% Time</u> <u>Used</u>
1	4/14/2022	4/21/2022	0	\$541,350.00	\$541,350.00	\$60,150.00	\$60,150.00	5	0
2	4/22/2022	5/31/2022	30	\$213,264.25	\$754,614.25	\$23,696.03	\$83,846.03	6	7
3	6/1/2022	7/1/2022	31	\$1,394,793.70	\$2,149,407.95	\$154,977.08	\$238,823.11	17	14
4	7/2/2022	7/31/2022	30	\$690,418.59	\$2,839,826.54	\$76,713.17	\$315,536.28	22	21
5	8/1/2022	8/31/2022	31	\$276,688.62	\$3,116,515.16	\$30,743.18	\$346,279.46	25	28
6	9/1/2022	9/30/2022	30	\$784,682.38	\$3,901,197.54	\$87,186.93	\$433,466.39	31	35
7	10/1/2022	10/31/2022	31	\$776,738.57	\$4,677,936.11	\$86,304.29	\$519,770.68	37	42
8	11/1/2022	11/30/2022	30	\$875,684.24	\$5,553,620.35	\$97,298.25	\$617,068.93	44	49
9	12/1/2022	12/31/2022	31	\$422,000.74	\$5,975,621.09	\$46,888.97	\$663,957.90	47	56
10	1/1/2023	1/31/2023	31	\$616,120.11	\$6,591,741.20	\$68,457.79	\$732,415.69	52	63
11	2/1/2023	2/28/2023	28	\$598,319.58	\$7,190,060.78	\$66,479.95	\$798,895.64	57	70
12	3/1/2023	3/31/2023	31	\$603,951.86	\$7,794,012.64	\$67,105.76	\$866,001.40	62	77
13	4/1/2023	4/30/2023	30	\$945,657.20	\$8,739,669.84	-\$406,018.78	\$459,982.62	66	84
14	5/1/2023	5/31/2023	31	\$1,082,327.54	\$9,821,997.38	\$56,964.61	\$516,947.23	74	91
15	6/1/2023	6/30/2023	30	\$1,195,677.91	\$11,017,675.29	\$62,930.42	\$579,877.65	83	98
16	7/1/2023	7/31/2023	7	\$760,493.51	\$11,778,168.80	\$40,025.97	\$619,903.62	88	99
17	8/1/2023	8/31/2023	0	\$16,945.32	\$11,795,114.12	\$891.86	\$620,795.48	88	99
18	9/1/2023	9/30/2023	0	\$543,436.59	\$12,338,550.71	-\$368,988.32	\$251,807.16	90	99
19	10/1/2023	10/31/2023	0	\$156,673.75	\$12,495,224.46	\$3,197.42	\$255,004.58	91	99
20	11/1/2023	11/30/2023	0	\$335,156.29	\$12,830,380.75	\$6,839.93	\$261,844.51	93	99
21	12/1/2023	12/31/2023	0	\$309,329.80	\$13,139,710.55	\$6,312.85	\$268,157.36	95	99
22	1/1/2024	1/31/2024	0	\$53,097.83	\$13,192,808.38	\$1,083.63	\$269,240.99	96	99
23	2/1/2024	2/29/2024	0	\$38,782.60	\$13,231,590.98	\$791.48	\$270,032.47	96	99

3/31/2024 Comments - Project close out in progress.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
01	9/15/2022	\$ 13,315.52	\$ 13,315.52

3G. County Convenience. Compliance requirements of new laws and/or policies. Revised the pavement section within the US 79 TxDOT ROW to meet their requirements and revised some signal phasing/timing at the proposed intersection of US 79 and CR 401.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
02	9/20/2022	\$ 414,400.00	\$ 427,715.52

4B. Third Party Accommodation. Third party requested work. This Change Order reduces the Contract Time by 70 days, from 505 Calendar days to 435 Calendar Days with a maximum incentive cap. This acceleration in the Contract Time is necessary, in order to meet the County's project delivery deadline of 7/31/2023.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
03	10/5/2022	\$ 214,351.37	\$ 642,066.89

3F. County Convenience. Additional work desired by the County. This Change Order changes the City of Taylor water line pipe material from ductile iron to PVC. This is necessary, due to the availability of materials.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
04	2/28/2023	\$ 188,826.95	\$ 830,893.84

2G. Differing in site conditions. Unadjusted Utility (Unforeseeable) This Change Order adds new items to the Contract to adjust the existing 16in City of Taylor water line on the north side of US 79 which is in conflict with the proposed pavement and ditch cuts. 4B. Third Party Requested Work. An additional 6in line and fire hydrant assembly are being added at the request of the City of Taylor.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
05	8/22/2023	\$ -	\$ 830,893.84

2. Differing Site Conditions. 2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9) This Change Order compensates the Contractor for additional work to the Jonah water line that had to be rerouted due to a conflict with the bore pit for the City of Taylor water line. A Force Account line item has been created to cover the cost of the repair to the Jonah water line.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
06	12/19/2023	\$399,968.56	\$ 1,230,862.40

2E. Miscellaneous difference in site conditions (unforeseeable). Due to changing conditions in the field, certain items required quantity adjustments. 2I. Additional safety needs (unforeseeable). Additional small signs were added for safety concerns near the railroad crossing. This Change Order also adds items for crash cushion repairs needed due to the damage that occurred during construction.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
07	1/30/2024	\$137,831.49	\$ 1,368,693.89

2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9). This Change Order adjusts quantities in the Contract due to unforeseen conditions that were identified in the field. This Change Order also adds additional items to the Contract for work being performed in and around the UPRR ROW per requirements.

Adjusted Price = \$14,041,894.83

Project Name: Samsung Highway (Future County Road) (CR 404 to FM 973)
Project No. 22IFB126

Original Contract Price = \$11,289,929.00

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantial Completion</u>	<u>Completion Certificate</u>		<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>
7/12/2022	7/19/2022	8/5/2022	8/15/2022	9/5/2023			413		413
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoiced Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u> <u>Used</u>	<u>% Time</u> <u>Used</u>
1	8/15/2022	9/27/2022	44	\$415,099.80	\$415,099.80	\$46,122.20	\$46,122.20	4	11
2	9/28/2022	10/31/2022	34	\$1,256,916.42	\$1,672,016.22	\$139,657.38	\$185,779.58	16	19
3	11/1/2022	11/30/2022	30	\$529,743.42	\$2,201,759.64	\$58,860.38	\$244,639.96	21	26
4	12/1/2022	12/31/2022	31	\$196,710.30	\$2,398,469.94	\$21,856.70	\$266,496.66	23	34
5	1/1/2023	1/31/2023	31	\$942,884.78	\$3,341,354.72	\$104,764.98	\$371,261.64	33	41
6	2/1/2023	2/28/2023	28	\$895,707.90	\$4,237,062.62	\$99,523.10	\$470,784.74	41	48
7	3/1/2023	3/31/2023	31	\$2,066,773.05	\$6,303,835.67	\$229,641.45	\$700,426.19	61	55
8	4/1/2023	4/30/2023	30	\$1,637,718.64	\$7,941,554.31	-\$282,449.65	\$417,976.54	73	63
9	5/1/2023	5/31/2023	31	\$1,177,188.70	\$9,118,743.01	\$61,957.30	\$479,933.84	84	70
10	6/1/2023	7/31/2023	61	\$1,026,783.27	\$10,145,526.28	\$54,041.23	\$533,975.07	94	85
11	8/1/2023	8/31/2023	31	\$78,532.37	\$10,224,058.65	\$4,133.28	\$538,108.35	94	92
12	9/1/2023	9/30/2023	5	\$339,420.15	\$10,563,478.80	-\$322,527.15	\$215,581.20	94	94

3/31/2024 Comments - Project closeout continues.

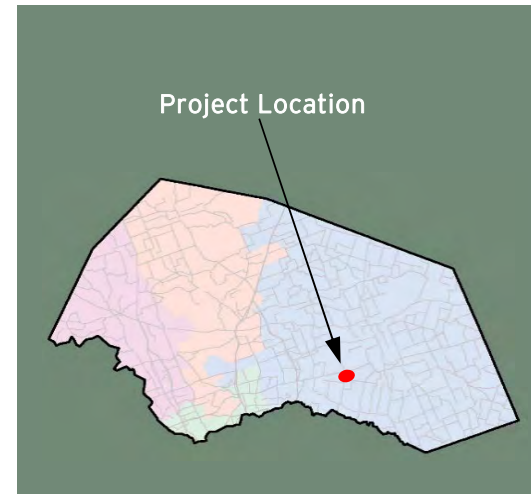
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
01	1/24/2023	41,260.00	\$ 41,260.00

1B. Design Error or Omission. Other: This Change Order adds two items to the Contract for installing a 4' x 2' box culvert (EE) and related wingwalls/headwalls. The work was shown in the plans but not included in the bid tab. This Change Order also removes SET (TY 1) (S=5ft)(HW=3FT) (6:1) (C) item. The work was removed from the plans but the item was left in the bid tab. These plan revisions were made prior to bidding due to outstanding items on the TxDOT permit for the work at the FM 973 tie-in.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
02	7/18/2023	83,559.50	\$ 124,819.50

2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9). This Change Order adds quantities to existing items due to unexpected changes in field conditions, causing overruns on the project. The excavation and embankment quantities had to be adjusted, due to the existing elevations at the west tie-in. The 18-inch and 36-inch drill shafts needed to be extended to ensure the shafts had proper embedment into stable material.

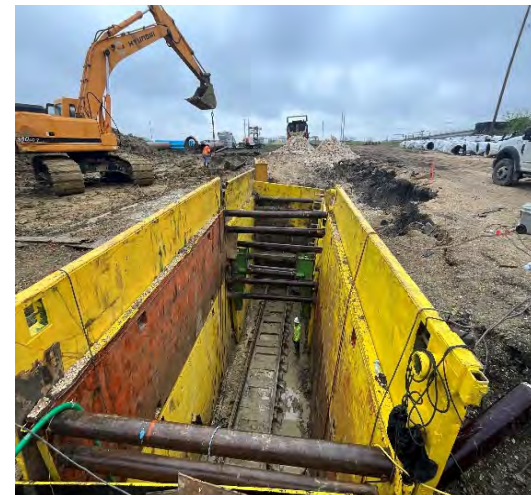
Adjusted Price = \$11,414,748.50



**East Wilco Highway (FM 3349 at US 79)
(FM 3349 from US 79 to CR 404 and new interchange on US 79 at FM 3349 and CR 101)**

**Project Length: 4.108 Miles
Roadway Classification: Rural Major Collector**

**Project Schedule: October 2022 - Summer 2025 (Roadwork)
Estimated Construction Cost: \$83.8 Million**



MARCH 2024 IN REVIEW

3/1/2024: James Construction Group (JCG) continued to excavate along the southbound frontage road, north and south of US 79.

3/8/2024: JCG continued prep work for beam installation on the southbound frontage road bridge and continued building up the MSE walls for the southbound frontage road and the northbound frontage road bridges.

3/15/2024: JCG continued swale excavation along the southbound frontage road, north and south of US 79. JCG continued the 6-inch rock riprap installation at both north and southbound frontage road bridges.

3/22/2024: JCG completed beam installation and began beam surveys and foam fills on the southbound frontage road bridge.

3/29/24: JCG continued building up the MSE walls and continued excavation and installation of 6-inch rock riprap at both the northbound frontage road and southbound frontage road bridges. Subcontractor began pushing 24-inch water line pipe through bore under US 79.



**Design Engineer: HDR
Contractor: James Construction
Construction Observation:
Asif Mirzazada, HNTB**

**Williamson County
Road Bond Program**

Project Name: East Wilco Highway (FM 3349 at US 79)
Project No. 22IFB139

Original Contract Price = \$81,941,038.13

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantial Completion</u>	<u>Completion Certificate</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>	
8/24/2022	9/26/2022	10/6/2022	10/17/2022			1394		1394	
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoiced Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u>	<u>% Time Used</u>
1	10/18/2022	11/25/2022	39	\$755,690.77	\$755,690.77	\$0.00	\$0.00	1	2
2	11/26/2022	12/25/2022	30	\$5,128,955.59	\$5,884,646.36	\$0.00	\$0.00	7	0
3	12/26/2022	1/25/2023	31	\$1,448,580.10	\$7,333,226.46	\$0.00	\$0.00	9	7
4	1/26/2023	2/25/2023	31	\$1,272,882.90	\$8,606,109.36	\$0.00	\$0.00	10	9
5	2/26/2023	3/25/2023	28	\$2,922,159.15	\$11,528,268.51	\$0.00	\$0.00	14	11
6	3/26/2023	4/25/2023	31	\$1,453,458.85	\$12,981,727.36	\$0.00	\$0.00	15	14
7	4/26/2023	5/25/2023	30	\$1,672,497.88	\$14,654,225.24	\$0.00	\$0.00	17	16
8	5/26/2023	6/25/2023	31	\$3,188,150.58	\$17,842,375.82	\$0.00	\$0.00	21	18
9	6/26/2023	7/25/2023	30	\$2,251,767.13	\$20,094,142.95	\$0.00	\$0.00	24	20
10	7/26/2023	8/25/2023	31	\$2,453,925.93	\$22,548,068.88	\$0.00	\$0.00	27	22
11	8/26/2023	9/30/2023	36	\$4,580,138.95	\$27,128,207.83	\$0.00	\$0.00	32	25
12	10/1/2023	10/25/2023	25	\$3,017,528.73	\$30,145,736.56	\$0.00	\$0.00	36	27
13	10/26/2023	11/25/2023	31	\$2,172,558.80	\$32,318,295.36	\$0.00	\$0.00	39	29
14	11/26/2023	12/25/2023	30	\$1,638,115.30	\$33,956,410.66	\$0.00	\$0.00	41	31
15	12/26/2023	1/25/2024	31	\$4,633,009.82	\$38,589,420.48	\$0.00	\$0.00	46	33
16	1/26/2024	2/25/2024	31	\$4,487,381.38	\$43,076,801.86	\$0.00	\$0.00	51	36
17	2/26/2024	3/25/2024	29	\$3,973,465.64	\$47,050,267.50	\$0.00	\$0.00	56	38

3/31/2024 Comments - JCG completed beam setting on northbound frontage road and southbound frontage road bridges north of US 79 and started installing pre-cast deck panels on the southbound frontage road bridge. They continued roadway excavation and lime treatment for southbound frontage road south of US 79 and placing concrete for Box Culvert wingwall at several locations. Subcontractor Patin continued installing the Jonah water line and sleeves for future water and wastewater services.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
01	4/25/2023	925,354.41	925,354.41

3. County Convenience. 3L Revising safety work/measures desired by the County: This Change Order provides funds to compensate the contractor for installing safety improvements on US 79 until the permanent overpasses are built. By installing these traffic control measures the drivers traveling north bound on FM 3349 can no longer proceed straight or make a left turn at the US 79 intersection. The same will apply for traffic traveling south on CR 101. Drivers will need to make a right turn on US 79

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
02	4/25/2023	82,000.00	1,007,354.41

3. County Convenience. 3L Revising safety work/measures desired by the County: The original bid item 36-inch Ductile Iron Pipe has long lead time of material procurement and is not readily available. Contractor proposed two options with shorter lead time to the City of Hutto as alternatives. City of Hutto has approved option 2, which is 36-inch PVC DR 18 pipe as an alternative with \$82,000 increase in cost to the current item and allows contractor to procure material quicker. The cost of this material change is 100% reimbursable by the City of Hutto.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
03	7/20/2023	195,302.81	1,202,657.22

3. County Convenience. 3F Additional work desired by the County: This Change Order compensates the contractor for installing one steel utility sleeve casing 24 inches in diameter on FM 3349 at station 421+00.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
04	8/8/2023	-472,492.20	730,165.02

3. County Convenience. 4D Other "Deletion of work requested by the City of Hutto": This Change Order eliminates City of Hutto 16-inch water main line relocations project and 50 LF of 16-inch water line relocation under City of Hutto water line casing project from the original scope of work. The omission of work was requested by the City of Hutto. The cost for restocking of the ordered material and any other related fee is 100% reimbursable by the City of Hutto.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
05	0/14/23	-5,274.97	724,890.05

5. Contractor Convenience. 5E Other: This Change Order is to revise the Stone Riprap material cost due to a material substitution request from the contractor. James Construction proposed material that has a specific gravity below the Contract requirements but has been accepted by TxDOT in other projects. The EOR approved the use of this material and recommended a reduction in price. This Change Order will result in a cost savings for the proposed material. This Change Order also adds new items to the Contract to pay the Contractor for additional work that was originally paid under the Force Account Line item.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
06	10/20/2023	130,053.00	854,943.05

3. County Convenience. 3F Additional work desired by the County: This Change Order compensates the contractor for upsizing 562 LF of 12-inch PVC pipe and fittings to 16-inch PVC pipe for the Jonah waterline project due to increased demand. The decision to upsize the pipe was at Jonah's request and will be 100% funded by the Jonah Water Special Utility District.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
07	10/20/2023	661,031.30	1,515,974.35

3F. Additional work desired by the County : This Change Order compensates the contractor for installing southbound frontage road right turn lane at FM 3349 for City of Hutto Mega Site. This work was requested by the City of Hutto and is 100% reimbursable by the City of Hutto.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
08	10/20/2023	327,321.48	1,843,295.83

1. Design Error or Omission. 1B. Other: This Change Order compensates the contractor for installation of 280 linear feet of 36-inch Ductile Iron (DI) pipe for City of Hutto water line project, instead of the previously specified 36-inch PVC pipe. This adjustment is required for the 48-inch bored steel casing under FM 3349 and the transition to a 56-inch casing for the open cut section. This modification was requested by and is 100% reimbursable by the City of Hutto.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
09	1/30/2024	-368,749.53	1,474,546.30

5. Contractor Convenience. 5A Contractor exercises option to change the traffic control plan: This Change Order revises the as-bid Traffic Control Plan (TCP) and construction phasing of the FM 3349 project. The modified TCP allows the Contractor to work on both, the North Bound and South Bound Frontage Roads simultaneously. The changes to the TCP and construction phasing do not impact the project's completion date and results in savings on several contract items.

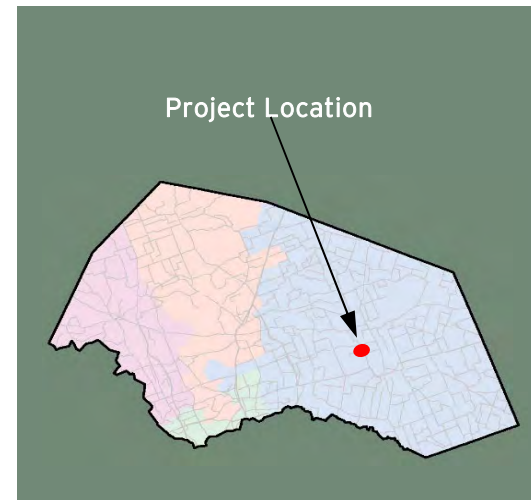
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
10	1/30/2024	67,965.30	1,542,511.60

4. Third Party Accommodation. 4B. Third party requested work: This Change Order compensates the Contractor for installing 390 LF of 4-inch steel casing with 1.5" HDPE water service line and fittings for the Jonah waterline project on FM 3349 at station 475+50. This work was requested by the Jonah Water Special Utility District and is 100% reimbursed by the Jonah Water Special Utility District.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
11	2/1/2024	271,902.72	1,814,414.32

3. County Convenience. 3F. Additional work desired by the County: This Change Order provides compensation to the Contractor for the installation of a 24-inch Steel Encasement Sleeve spanning 470 linear feet in the Jonah water line project on FM 3349 at station 426+51. The sleeve is part of the Williamson County real estate agreement excuted during the ROW acquisition.

Adjusted Price = \$83,755,452.45



CR 366 Reconstruction (Chandler Road to Carlos G. Parker Boulevard)

Project Length: 2.751 Miles
Roadway Classification: Rural Arterial

Project Schedule: January 2023 - Summer 2024
Estimated Construction Cost: \$17.7 Million



MARCH 2024 IN REVIEW

3/1/2024: James Construction Group continued processing flexible base along FM 397 and Chandler Road. JCG poured the deck for Bull Branch Bridge and removed Oncor poles and filled the holes with flow fill.

3/8/2024: JCG continued processing embankment along FM 397. JCG continued curing operations of the deck at Bull Branch Tributary Bridge.

3/15/2024: JCG finished curing operations of the deck at Bull Branch Tributary Bridge. Subcontractor Texas Materials applied prime coat, seal coat and paved asphalt along CR 366.

3/22/2024: JCG continued processing flexible base along CR 366 and continued processing embankment along FM 397. Subcontractor Patin began concrete paving.

3/29/24: Subcontractor formed and poured various driveways along CR 366. Subcontractor Texas Materials applied seal coat along CR 366 and continued paving along Chandler Road.



Design Engineer: Garver
Contractor: James Construction
Construction Observation:
Cristian Vasquez, HNTB

Williamson County
Road Bond Program

Project Name: CR 366 Reconstruction (Chandler Road to Carlos G. Parker Boulevard)**Project No. 22IFB138**

Original Contract Price = \$17,694,262.46

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantial Completion</u>	<u>Completion Certificate</u>		<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>
8/31/2022	9/28/2022	12/27/2022	1/6/2023				515		515
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoiced Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u>	<u>% Time</u>
1	1/6/2023	2/28/2023	54	\$1,184,919.53	\$1,184,919.53	\$131,657.73	\$131,657.73	7	10
2	3/1/2023	3/31/2023	31	\$220,649.15	\$1,405,568.68	\$24,516.57	\$156,174.30	9	17
3	4/1/2023	4/30/2023	30	\$195,624.79	\$1,601,193.47	\$21,736.09	\$177,910.39	10	22
4	5/1/2023	5/31/2023	31	\$540,591.96	\$2,141,785.43	\$60,065.77	\$237,976.16	13	28
5	6/1/2023	6/30/2023	30	\$1,603,804.24	\$3,745,589.67	\$178,200.47	\$416,176.63	23	34
6	7/1/2023	7/31/2023	31	\$781,944.84	\$4,527,534.51	\$86,882.76	\$503,059.39	28	40
7	8/1/2023	8/31/2023	31	\$1,589,668.07	\$6,117,202.58	\$176,629.79	\$679,689.18	38	46
8	9/1/2023	9/30/2023	30	\$933,910.69	\$7,051,113.27	\$103,767.85	\$783,457.03	44	52
9	10/1/2023	10/31/2023	31	\$448,939.28	\$7,500,052.55	\$49,882.14	\$833,339.17	47	58
10	11/1/2023	11/30/2023	30	\$314,298.57	\$7,814,351.12	\$34,922.07	\$868,261.24	49	64
11	12/1/2023	12/31/2023	31	\$413,086.23	\$8,227,437.35	\$45,898.47	\$914,159.71	45	64
12	1/1/2024	1/31/2024	31	\$452,008.26	\$8,679,445.61	\$50,223.14	\$964,382.85	54	76
13	2/1/2024	2/29/2024	29	\$653,498.36	\$9,332,943.97	\$72,610.92	\$1,036,993.77	75	76

3/31/2024 JCG continued placing flex base and HMA at Chandler Rd widening and Carlos G Parker Blvd widening. Subcontractor Patin Comments - started placing continuously reinforced concrete pavement at the intersection of CR 366 and FM 397. JCG continued doing bridge work and placing top soil and soil blankets at various locations.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
01	6/6/2023	\$ 11,562.50	\$ 11,562.50

1A. Design Error or Omission. Incorrect PS&E. : This change order adds the installation of the construction exits along CR 366 and FM 397 Carlos G Parker to access to the project site. The construction entrances or exits are to provide a stable pathway to keep the mud sediment off the public roads and improve safety.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
02	12/12/2023	\$ 82,015.80	\$ 93,578.30

2I: Additional safety needs (unforeseeable): This Change Orders provides funds to compensates the Contractor to implement a full closure of CR 366 until the completion of the project. The full closure is needed due to the severe rutting and pavement failures the road experienced after construction started. Williamson County and the City of Taylor agreed to close the road to through traffic and implement a detour route to improve the safety of the traveling public and facilitate the construction of the new road. 2E: Miscellaneous difference in site conditions (unforeseeable)(Item 9): This Change Order also creates new contract items for mowing and potholing to locate unmarked utilities within the project limits.

Adjusted Price = \$17,787,840.76

Project Name: Bud Stockton Extension (CR 305 to FM 487)**Project No. 23IFB13**

Original Contract Price = \$5,917,275.00

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantial Completion</u>	<u>Completion Certificate</u>		<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>
12/12/2022	12/20/2022	1/3/2023	2/9/2023	8/14/2023			177	6	183
<u>Invoice</u>	<u>Beginning</u>	<u>Ending</u>	<u>Days</u>	<u>Current</u>	<u>Invoiced</u>	<u>Current</u>	<u>Total</u>	<u>% (\$)</u>	<u>% Time</u>
<u>Number</u>	<u>Date</u>	<u>Date</u>	<u>Charged</u>	<u>Invoice</u>	<u>Total</u>	<u>Retainage</u>	<u>Retainage</u>	<u>Used</u>	<u>Used</u>
1	2/1/2023	2/28/2023	16	\$173,685.65	\$173,685.65	\$19,298.41	\$19,298.41	3	9
2	3/1/2023	3/31/2023	31	\$509,598.69	\$683,284.34	\$56,622.07	\$75,920.48	13	26
3	4/1/2023	4/30/2023	30	\$596,757.76	\$1,280,042.10	\$66,306.42	\$142,226.90	25	42
4	5/1/2023	5/31/2023	31	\$935,377.65	\$2,215,419.75	\$103,930.85	\$246,157.75	43	59
5	6/1/2023	6/30/2023	30	\$493,627.50	\$2,709,047.25	\$54,847.50	\$301,005.25	52	75
6	7/1/2023	7/31/2023	31	\$1,774,451.07	\$4,483,498.32	\$197,161.23	\$498,166.48	87	92
7	8/1/2023	8/31/2023	14	\$822,967.99	\$5,306,466.31	-\$218,878.78	\$279,287.70	92	100
8	9/1/2023	9/30/2023	0	\$220,970.36	\$5,527,436.67	-\$166,482.87	\$112,804.83	98	100
9	10/1/2023	10/31/2023	0	\$27,078.46	\$5,554,515.13	\$552.62	\$113,357.45	98	100
10	11/1/2023	3/1/2024	0	\$15,204.70	\$5,569,719.83	\$310.30	\$113,667.75	99	100

3/31/2024 Comments - Awaiting vegetation establishment.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
01	3/7/2023	\$ 35,830.59	\$ 35,830.59

6D. Untimely ROW/Utilities. Other.: As part of the ROW Agreement, Williamson County is responsible for installing the new fence along the ROW. The Agreement was finalized after the design, so the items were not included in the bid documents. Also, temporary fence must be installed around the existing pond while the pond is being backfilled.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
02	8/23/2023	\$ 97,110.00	\$ 132,940.59

2. Differing Site Conditions (unforeseeable) 2E: Miscellaneous difference in site conditions (unforeseeable)(Item 9). This Change Order compensates the Contractor for performing full-depth repairs to the existing Bud Stockton Loop pavement prior to the 1-inch overlay of hot mix asphalt.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
03	2/14/2024	-292,169.97	-159,229.38

2E. Miscellaneous difference in site conditions (unforeseeable) (Item 9). This Change Order provides the final balancing for the overruns/underruns of Contract quantities on the project that are a result of addressing field conditions not accounted for in the original plans. 2I. Additional safety needs (unforeseeable). Due to the new stop 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.

Adjusted Price = \$5,758,045.62

Project Name: CR 404 at FM 973

Project No. 23IFB6

Original Contract Price = \$4,622,143.93

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantial Completion</u>	<u>Completion Certificate</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>	
11/22/2022	12/6/2022	2/1/2023	2/10/2023	7/7/2023		150		150	
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoiced Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u> <u>Used</u>	<u>% Time</u> <u>Used</u>
1	2/10/2023	2/28/2023	19	\$358,668.36	\$358,668.36	\$39,852.04	\$39,852.04	8	13
2	3/1/123	3/31/2023	31	\$668,379.48	\$1,027,047.84	\$74,264.32	\$114,116.36	24	33
3	4/1/2023	4/30/2023	30	\$601,756.01	\$1,628,803.85	\$66,861.78	\$180,978.14	38	53
4	5/1/2023	5/31/2023	31	\$555,140.47	\$2,183,944.32	\$61,682.27	\$242,660.41	50	74
5	6/1/2023	6/30/2023	30	\$1,893,411.89	\$4,077,356.21	-\$28,062.78	\$214,597.63	89	94
6	7/1/2023	7/31/2023	7	\$383,976.61	\$4,461,332.82	\$20,209.29	\$234,806.92	98	99
7	8/1/2023	8/31/2023	0	\$48,047.09	\$4,509,379.91	\$2,528.79	\$237,335.71	99	99
8	9/1/2023	9/30/2023	0	\$150,388.70	\$4,659,768.61	-\$142,238.46	\$95,097.25	99	99
9	10/1/2023	10/31/2023	0	\$26,065.94	\$4,685,834.55	\$531.96	\$95,629.21	99	99
10	11/1/2023	2/23/2024	0	\$31,961.25	\$4,717,795.80	\$652.27	\$96,281.48	100	99

3/31/2024 Comments - The contractor is waiting for vegetation establishment.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
01	9/14/2023	294,199.97	294,199.97

2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9). This Change Order compensates the contractor for multiple different adjustments made throughout the project. There were revisions made due to the Samsung site, signals, drainage, and some additional safety measures requested by Williamson County. 1B. Design Error or Omission. Other. This Change Order also corrects the incorrect asphalt quantities provided in the bid tabs.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
02	2/14/2024	-102,266.57	191,933.40

2E. Miscellaneous difference in site conditions (unforeseeable)(Item9). 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.

Adjusted Price = \$4,814,077.33

Project Name: CR 307 and CR 305
Project No. 23IFB34

Original Contract Price = \$2,796,832.80

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantial Completion</u>	<u>Completion Certificate</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>
2/22/2023	3/7/2023	4/7/2023	4/17/2023			120	169	289

<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoiced Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u>	<u>% Time</u>
1	4/1/2023	4/30/2023	13	\$105,372.90	\$105,372.90	\$11,708.10	\$11,708.10	4	4
2	5/1/2023	5/31/2023	31	\$78,480.00	\$183,852.90	\$8,720.00	\$20,428.10	7	15
3	6/1/2023	6/30/2023	30	\$319,844.70	\$503,697.60	\$35,538.30	\$55,966.40	20	26
4	7/1/2023	7/31/2023	31	\$298,387.80	\$802,085.40	\$33,154.20	\$89,120.60	31	36
5	8/1/2023	8/31/2023	31	\$262,632.60	\$1,064,718.00	\$29,181.40	\$118,302.00	42	47
6	9/1/2023	9/30/2023	30	\$9,900.00	\$1,074,618.00	\$1,100.00	\$119,402.00	42	57
7	10/1/2023	10/31/2023	31	\$128,916.90	\$1,203,534.90	\$14,324.10	\$133,726.10	47	68
8	11/1/2023	11/30/2023	30	\$554,425.38	\$1,757,960.28	-\$41,201.87	\$92,524.23	65	79
9	12/1/2023	12/31/2023	31	\$6,650.00	\$1,764,610.28	\$350.00	\$92,874.23	65	79
10	1/1/2024	1/31/2024	31	\$585,425.81	\$2,350,036.09	\$30,811.88	\$123,686.11	87	89
11	2/1/2024	2/29/2024	12	\$158,831.53	\$2,508,867.62	-\$72,484.73	\$51,201.38	90	100
12	3/1/2024	3/31/2024	0	\$31,267.10	\$2,540,134.72	\$638.10	\$51,839.48	91	100

3/31/2024 Comments - Awaiting vegetation establishment.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
01	11/2/2023	\$ 10,447.50	\$ 10,447.50

2. Differing Site Conditions (unforeseeable) 2I. Additional safety needs (unforeseeable): This Change Order adds work zone pavement markings to the CR307 portion of the project. With the added amount of traffic on CR 307 due to the new school opening, the temporary pavement markings were added as an additional safety measure for the traveling public.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
02	2/14/2024	\$ 35,000.00	\$ 45,447.50

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.

Adjusted Price = \$2,842,280.30

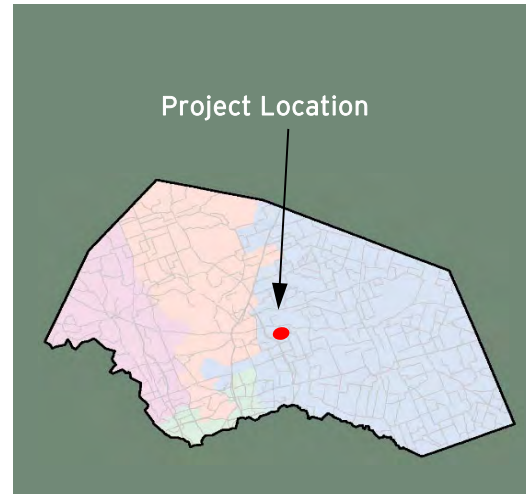
Project Name: Samsung Highway (CR 404 Realignment) (FM 3349 to CR 404)
Project No. 23IFB33

Original Contract Price = \$5,139,487.45

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantial Completion</u>	<u>Completion Certificate</u>		<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>
2/15/2023	2/28/2023	4/12/2023	4/24/2023	10/2/2023			312		312
<u>Invoice</u>	<u>Beginning</u>	<u>Ending</u>	<u>Days</u>	<u>Current</u>	<u>Invoiced</u>	<u>Current</u>	<u>Total</u>	<u>% (\$)</u>	<u>% Time</u>
<u>Number</u>	<u>Date</u>	<u>Date</u>	<u>Charged</u>	<u>Invoice</u>	<u>Total</u>	<u>Retainage</u>	<u>Retainage</u>	<u>Used</u>	<u>Used</u>
1	4/24/2023	5/31/2023	38	\$427,494.19	\$427,494.19	\$47,499.35	\$47,499.35	9	12
2	6/1/2023	6/30/2023	30	\$521,200.45	\$948,694.64	\$57,911.17	\$105,410.52	21	22
3	7/1/2023	7/31/2023	31	\$1,021,845.73	\$1,970,540.37	\$113,538.41	\$218,948.93	43	32
4	8/1/2023	8/31/2023	31	\$950,205.70	\$2,920,746.07	-\$65,225.45	\$153,723.48	60	42
5	9/1/2023	9/30/2023	30	\$1,130,322.24	\$4,051,068.31	\$59,490.64	\$213,214.12	83	51
6	10/1/2023	10/31/2023	2	\$857,687.88	\$4,908,756.19	-\$113,035.42	\$100,178.70	97	52
7	11/1/2023	11/30/2023	0	\$83,329.71	\$4,992,085.90	\$1,700.60	\$101,879.30	99	52
8	12/1/2023	12/31/2023	0	\$6,676.54	\$4,998,762.44	\$136.26	\$102,015.56	99	52

3/31/2024 Comments - Close out process under way.

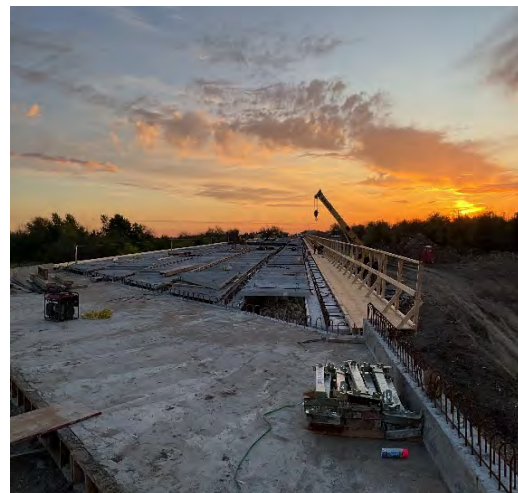
Adjusted Price = \$5,139,487.45



**Corridor C / SH 29 Bypass
(Sam Houston Avenue at Patriot Way to SH 29)**

**Project Length: 2.3 Miles
Roadway Classification: Suburban Arterial**

**Project Schedule: Fall 2023 - Summer 2026
Estimated Construction Cost: \$30.5 Million**



MARCH 2024 IN REVIEW

3/1/2024: Capital Excavation placed the rock riprap underneath the Mankins Branch West Bridge. Capital poured various columns and caps for the SH 130 Bridge and the Mankins Branch East Bridge.

3/8/2024: The subcontractor poured various columns and caps for the SH 130 Bridge and the Mankins Branch East Bridge. The contractor continued installing the new Jonah water line at CR 106 and SH 29.

3/15/2024: Capital Excavation placed all columns and caps at the east and west Mankins Bridges, all columns up to Bent 14 and caps up to Bent 10 of the SH 130 Bridge.

3/22/2024: The subcontractor completed placing the overhang brackets and began installing and tying deck rebar on the West Mankins Branch Bridge.

3/29/2024: Capital Excavation continued processing embankment throughout the project and lime-treated the subgrade from SH 29 to the east Mankins Bridge. Subcontractor formed and poured headwalls and wingwalls at culvert on the west end of the project.



**Design Engineer: Atkins
Contractor: Capital Excavation
Construction Observation:
Noe Cruz, HNTB**

**Williamson County
Road Bond Program**

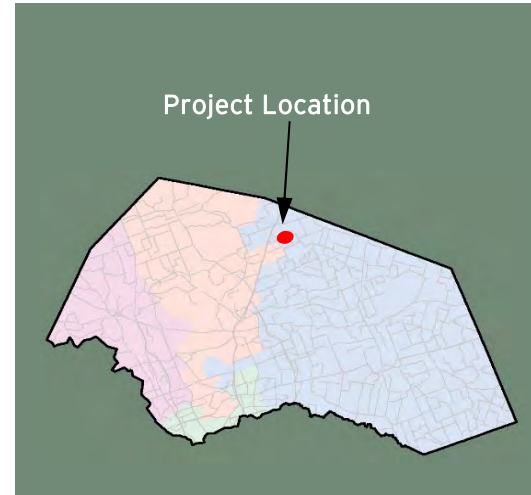
Corridor C / SH 29 Bypass
Project No. 23IFB67

Original Contract Price = \$30,540,848.03

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantial Completion</u>	<u>Completion Certificate</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>	
8/15/2023	8/22/2023	9/20/2023	9/30/2023			973		973	
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoiced Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u>	<u>% Time Used</u>
1	9/30/2023	9/30/2023	1	\$1,397,211.48	\$1,397,211.48	\$155,245.72	\$155,245.72	5	0
2	10/1/2023	10/31/2023	31	\$1,541,032.92	\$2,938,244.40	\$171,225.88	\$326,471.60	11	3
3	11/1/2023	11/30/2023	30	\$1,838,538.26	\$4,776,782.66	\$204,282.03	\$530,753.63	17	6
4	12/1/2023	12/31/2023	31	\$2,431,249.16	\$7,208,031.82	\$270,138.79	\$800,892.42	26	10
5	1/1/2024	1/31/2024	31	\$1,078,672.93	\$8,286,704.75	\$119,852.55	\$920,744.97	30	13
6	2/1/2024	2/29/2024	29	\$2,770,832.24	\$11,057,536.99	\$307,870.25	\$1,228,615.22	40	16

3/31/2024 Capital Excavation continued placing concrete at columns and bent caps for the SH 130 Bridge; they also continued installing reinforcing steel for the bridge deck at W Mankins Branch Bridge and finished setting beams at the E Mankins Branch Bridge. Capital continued roadway excavation and embankment east of SH 130 and continued installing the new Jonah water line at CR 106 and SH 29.

Adjusted Price = \$30,540,848.03



**CR 332 Realignment
(South of FM 487 to North of CR 313)**

**Project Length: 0.407 Miles
Roadway Classification: Minor Collector**

**Project Schedule: Early 2024 - Fall 2024
Estimated Construction Cost: \$2.5 Million**



MARCH 2024 IN REVIEW

3/1/24: Chasco Construction continued excavating and installing the Jarrell Schwertner water line and the Sonterra MUD water line. Chasco continued roadway and channel excavation in the proposed roadway.

3/8/24: Chasco Constructors completed installing water lines for the Lone Star Regional Water Authority, Jarrell Schwertner, and Sonterra MUD. Chasco continued to perform testing of all water lines.

3/15/24: Chasco Constructors completed the tie-in installations to existing water lines for Lone Star Regional Water Authority and Jarrell Schwertner. Chasco continued roadway excavation and embankment of the proposed roadway.

3/22/24: Chasco continued channel and roadway excavation and embankment of proposed roadway.

3/29/24: Chasco continued channel and roadway excavation and embankment of proposed roadway.



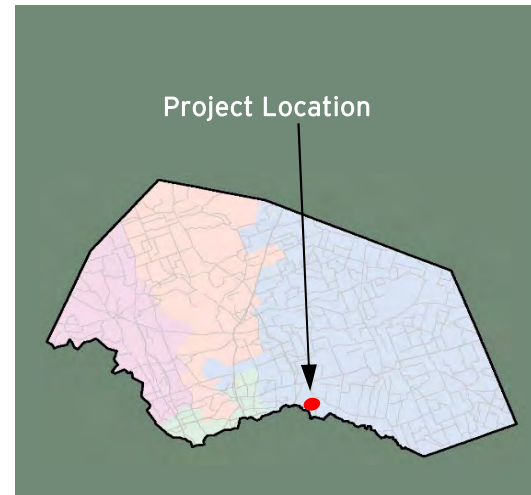
**Design Engineer: Seiler Lankes Group
Contractor: Chasco Constructors
Construction Observation:
Joseph Jones, HNTB**

**Williamson County
Road Bond Program**

**CR 332 Realignment
Project No. 24IFB14**

Original Contract Price = \$2,545,345.00

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantial Completion</u>	<u>Completion Certificate</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>	
12/5/2023	12/12/2023	2/5/2024	2/15/2024			240		240	
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoiced Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u> <u>Used</u>	<u>% Time</u> <u>Used</u>
1	2/5/2024	2/29/2024	15	\$535,916.70	\$535,916.70	\$59,546.30	\$59,546.30	23	6
3/31/2024	Comments - Chasco Constructors completed the installation of water lines for Sonterra, Jarrell-Schwertner and Lone Star RWA. They continued the channel and roadway excavation and embankment of the proposed roadway.								
							Adjusted Price =	\$2,545,345.00	



CR 138 Right Turn Lane at SH 130

Project Length: 0.640 Miles
Roadway Classification: Rural Arterial

Project Schedule: Early 2024 - Summer 2024
Estimated Construction Cost: \$1.7 Million



MARCH 2024 IN REVIEW

3/1/24: Smith Contracting completed excavating for the East Wilco Highway eastbound right turn lane and widening and began processing the select fill material in the same area. Smith began obliterating sections of CR 138.

3/8/24: Subcontractor completed placing the select fill material and began processing the first lift of flexible base for the CR 138 widening. Smith removed the old Star Driveway and completed forming the new driveway.

3/15/24: Smith Contracting continued processing flexible base along CR 138. Subcontractor poured the Star Driveway and all aprons for the drainage inlets.

3/22/24: Subcontractor continued obliterating CR 138 near the east end of the project and began excavating Pond B. Smith continued grading the right-ofway and cutting ditches throughout the project.

3/29/24: The contractor began forming the concrete ditch and sidewalk on the east end of the project.



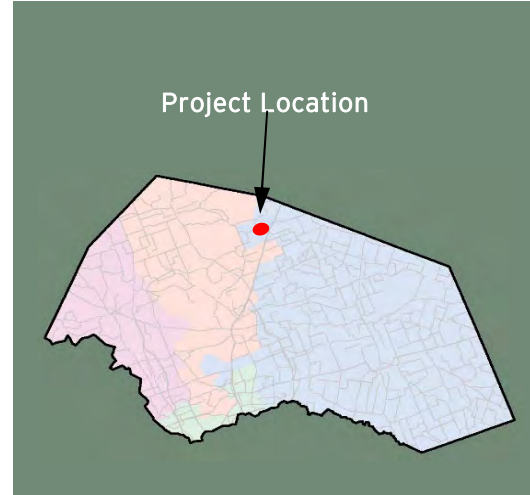
Design Engineer: RTG
Contractor: Smith Contracting
Construction Observation:
 Garrett Sartin, HNTB

Williamson County
Road Bond Program

CR 138 Right Turn Lane at SH 130
Project No. 24IFB19

Original Contract Price = \$1,748,938.75

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantial Completion</u>	<u>Completion Certificate</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>	
12/19/2023	1/9/2024	2/12/2024	2/22/2024			120		120	
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoiced Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u>	<u>% Time Used</u>
1	2/20/2024	2/29/2024	10	\$167,340.78	\$167,340.78	\$18,593.42	\$18,593.42	11	8
3/31/2024	Comments -	Smith Contracting placed Ty B HMA at the right turn lane widening and completed the removal and replacement of the Old Star concrete driveway. They continued excavation at the detention pond and began forming the concrete ditch and sidewalk on the east end of the project.							
						Adjusted Price =		\$1,748,938.75	



CR 129
(South of Brushy Creek to North of Williamson County Line)

Project Length: 0.468 Miles
Roadway Classification: Rural Highway

Project Schedule: Early 2024 - Fall 2024
Estimated Construction Cost: \$2.4 Million



MARCH 2024 IN REVIEW

3/1/24: Notice to proceed was given on 2/21/24 with work beginning on 3/4/24.

3/8/24: Chasco Constructors began clearing the right-of-way and removing old property line fences.

3/15/24: Chasco continued clearing the right-of-way and cutting down trees along the old property lines. Oncore began relocating their utility poles.

3/22/24: Chasco potholed utilities on the south end of the project. Subcontractor Woolery built the chain link fence on the east side of the rightof-way in the middle of the project. Oncor continued relocating their utility poles throughout the project.

3/29/24: Chasco continued potholing utilities throughout the project. Oncor continued relocating their utility poles throughout the project.



Design Engineer: Garver
Contractor: Chasco Constructors
Construction Observation:
Kyle McCoy, HNTB

Williamson County
Road Bond Program

County Road 129
Project No. 24IFB23

Original Contract Price = \$2,463,313.00

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantial Completion</u>	<u>Completion Certificate</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>
1/17/2024	1/30/2024	2/21/2024	3/4/2024			215		215

3/31/2024 Comments - Chasco Constructors are locating utilities throughout the project.

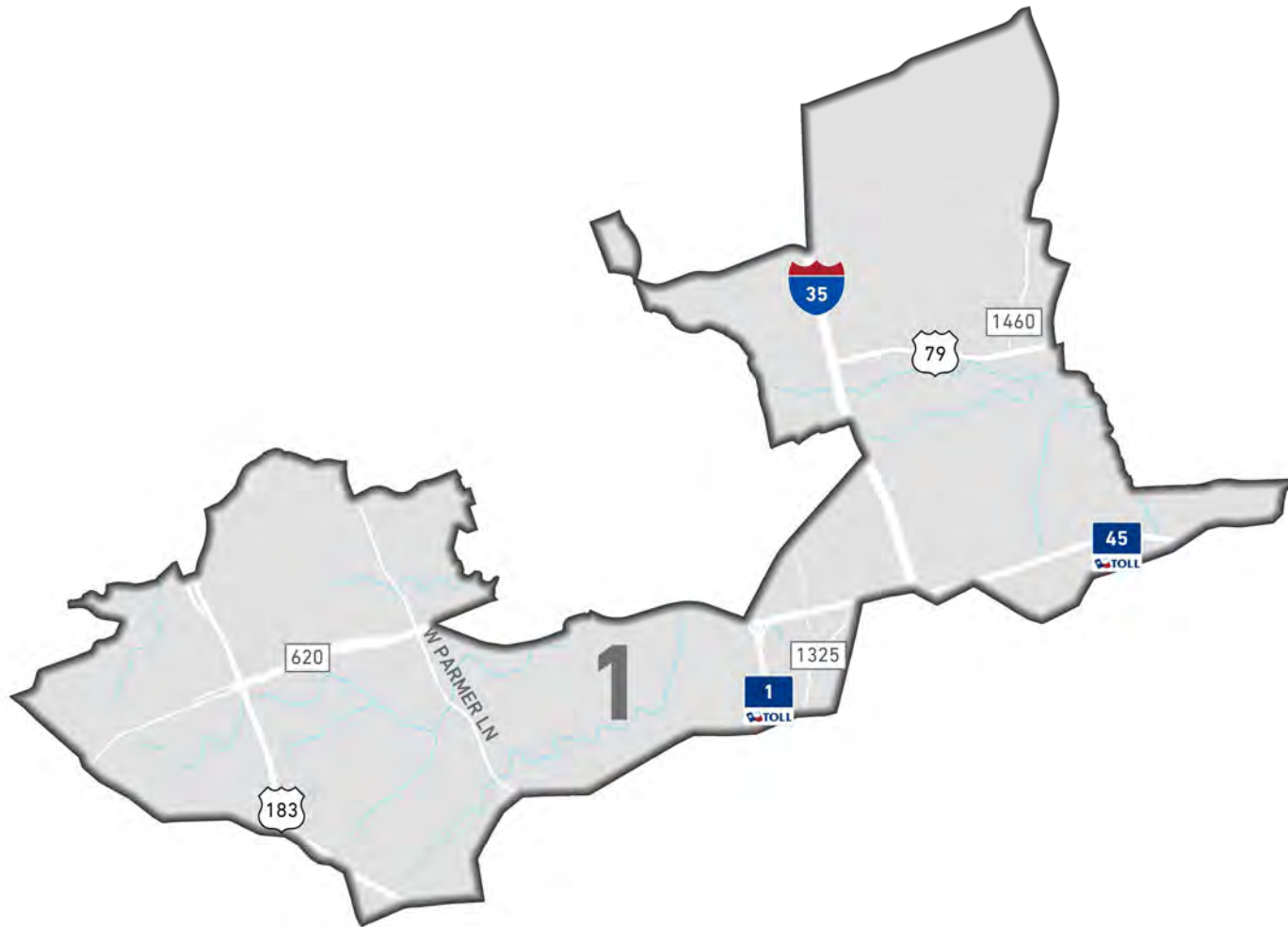
Adjusted Price = \$2,463,313.00

Williamson County Commissioners Court

Road Bond Program
April 16, 2024

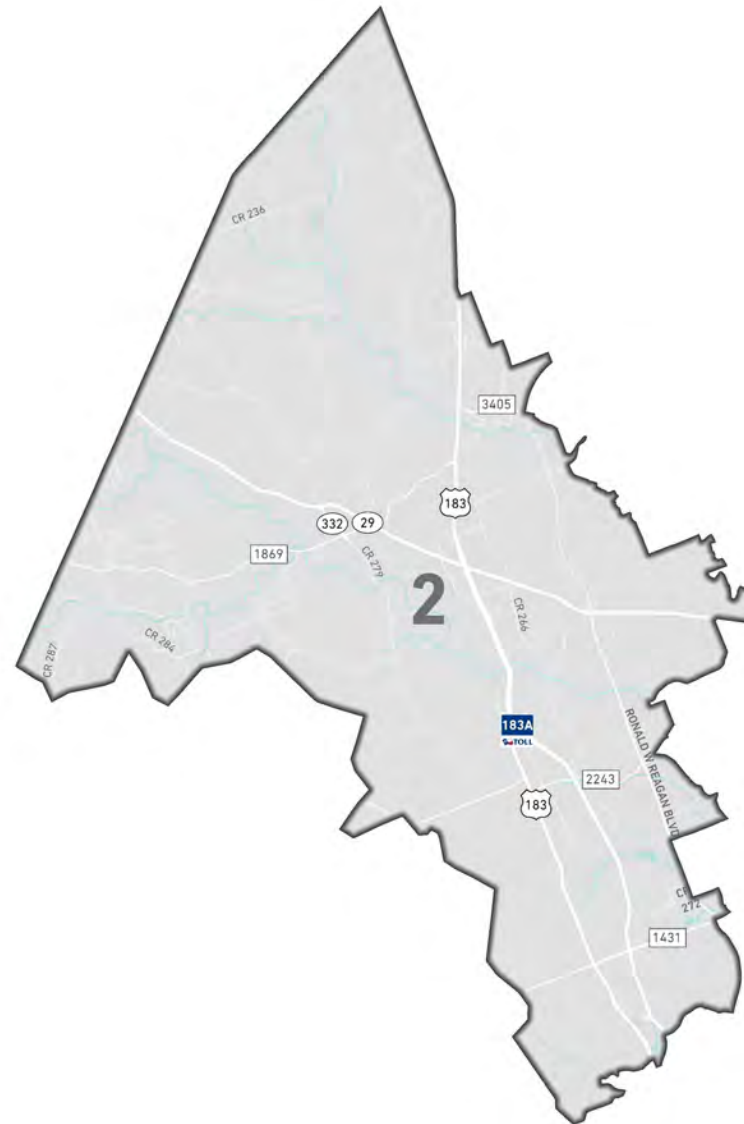


Precinct 1



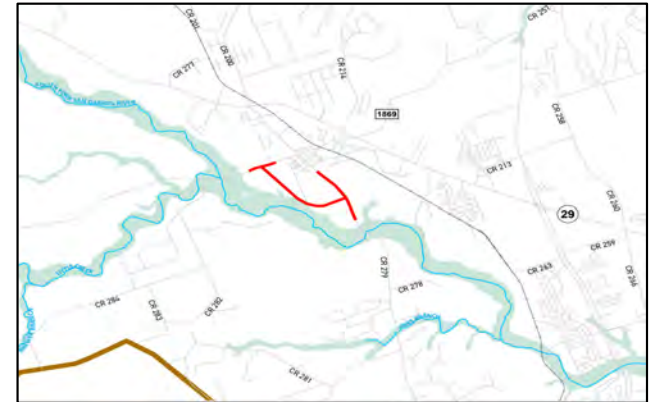
Projects under planning and
design, no active
construction projects

Precinct 2



Liberty Hill (SH 29) Bypass

Anticipated Completion
Late 2025



Original Contract Price = \$14,149,449.00

Total Change Orders to Date = \$0.00

Adjusted Contract Price = \$ 14,149,449.00

Expenditures to Date = \$1,296,853.50 (9%)

Liberty Hill (SH 29) Bypass



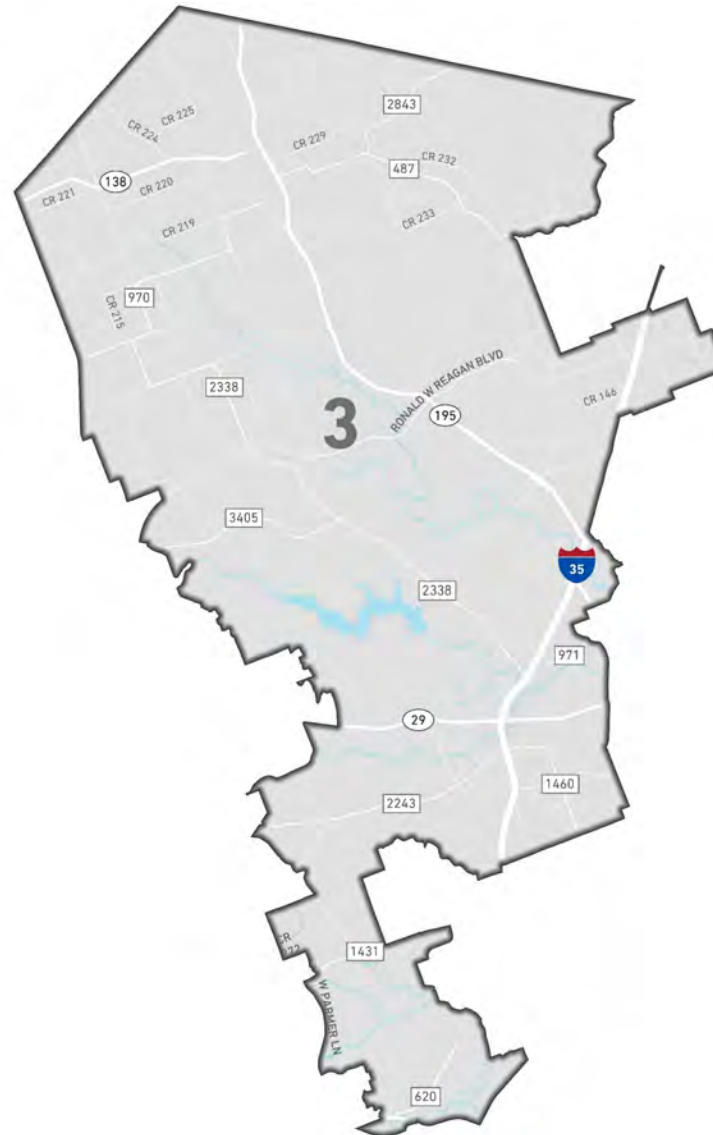
Liberty Hill (SH 29) Bypass



Liberty Hill (SH 29) Bypass

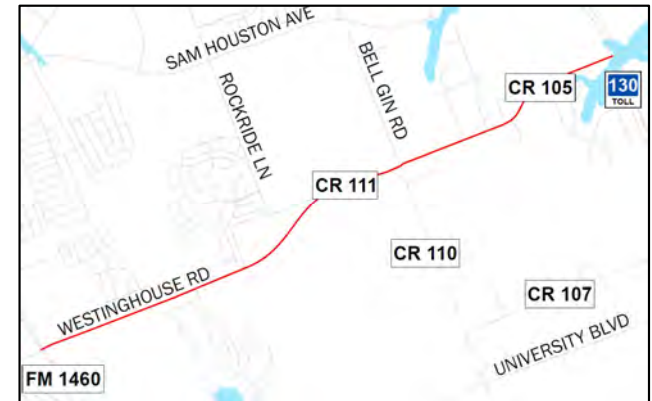


Precinct 3



CR 111 Westinghouse Road

Anticipated Completion
Spring 2024



Original Contract Price = \$21,024,332.88

Total Change Orders to Date = \$1,524,252.53

Adjusted Contract Price = \$22,548,585.41

Expenditures to Date = \$20,213,649.58 (90%)

CR 111 Westinghouse Road



CR 111 Westinghouse Road

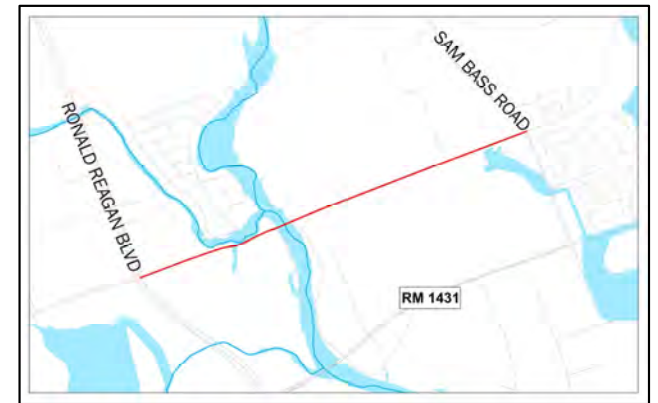


CR 111 Westinghouse Road



New Hope Drive Phase 2A

Anticipated Completion
Summer 2024



Partnership with the City of Cedar Park
Original Contract Amount = \$22,619,961.16
Construction is managed by the City of Cedar Park

New Hope Drive Phase 2A



New Hope Drive Phase 2A

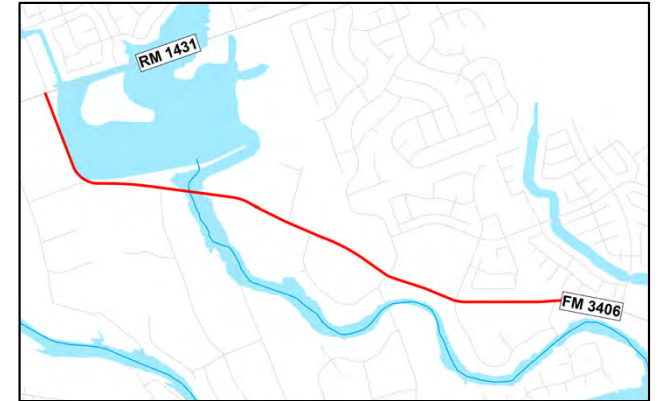


New Hope Drive Phase 2A



Corridor H/Sam Bass (RM 1431 to Wyoming Springs Drive)

Anticipated Completion
Fall 2025



Original Contract Price = \$36,145,959.00

Total Change Orders to Date = -\$2,388,828.12

Adjusted Contract Price = \$33,757,130.88

Expenditures to Date = \$7,113,826.41 (21%)

Corridor H/Sam Bass (RM 1431 to Wyoming Springs Drive)



Corridor H/Sam Bass (RM 1431 to Wyoming Springs Drive)



Corridor H/Sam Bass (RM 1431 to Wyoming Springs Drive)



CR 245 Reconstruction (North of RM2338 to Ronald Reagan Blvd.)

Substantially Complete
December 2023

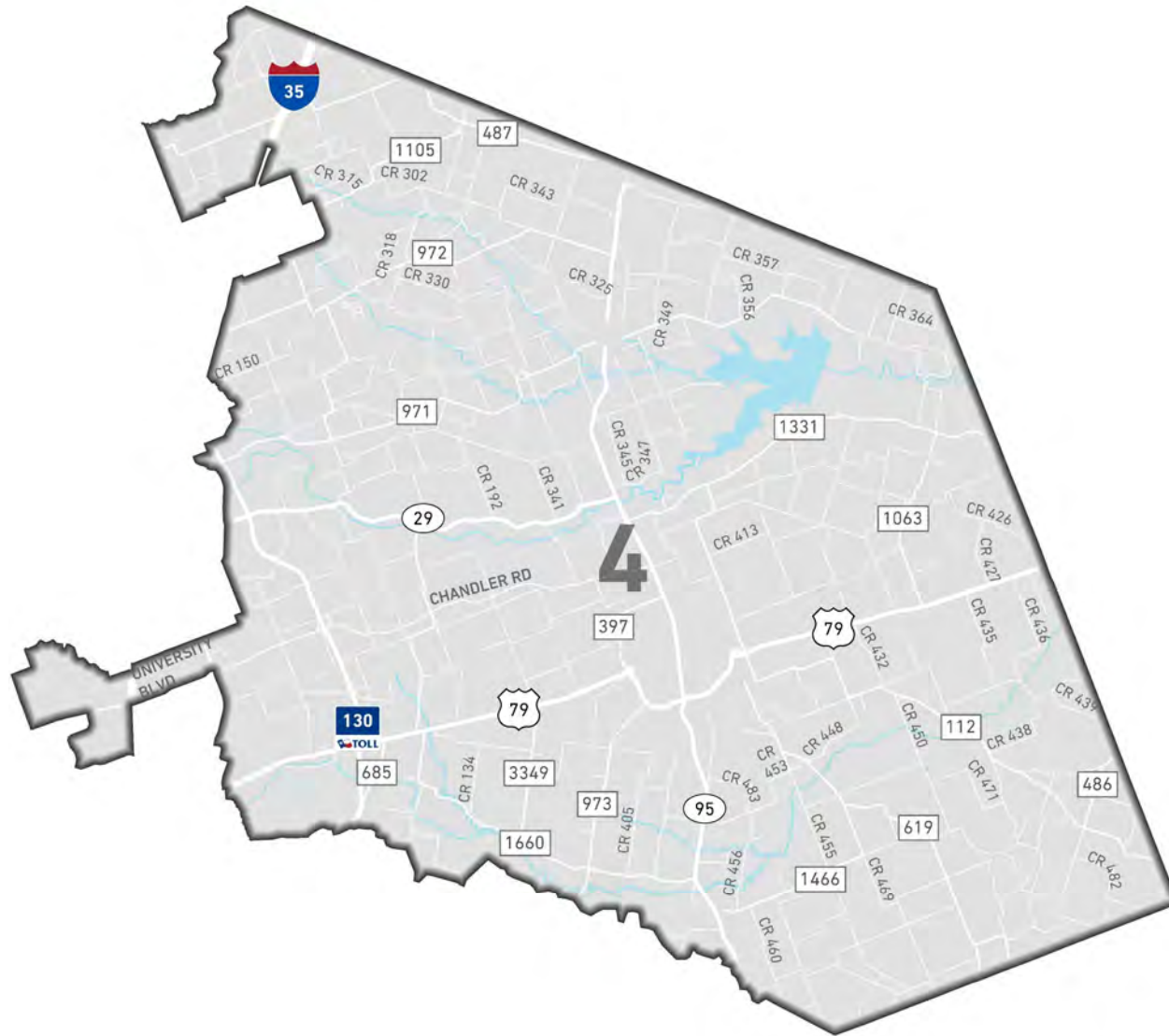


Original Contract Price = \$6,969,195.21
Total Change Orders to Date = \$20,980.10
Adjusted Contract Price = \$6,990,175.31
Expenditures to Date = \$5,935,218.37 (85%)

CR 245 Reconstruction (North of RM2338 to Ronald Reagan Blvd)

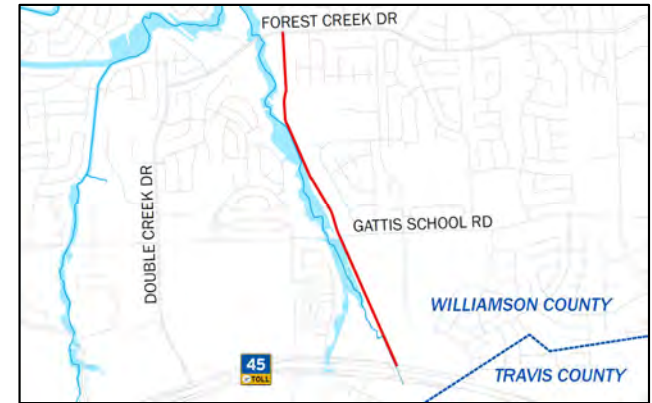


Precinct 4



Kenney Fort Boulevard – Seg. 2 and 3 (Forest Creek Drive to SH 45)

Anticipated Completion
Summer 2024



Partnership with the City of Round Rock
Original Contract Amount = \$23,409,120.97
Construction is managed by the City of Round Rock

Kenney Fort Boulevard – Seg. 2 and 3 (Forest Creek Drive to SH 45)



Kenney Fort Boulevard – Seg. 2 and 3 (Forest Creek Drive to SH 45)

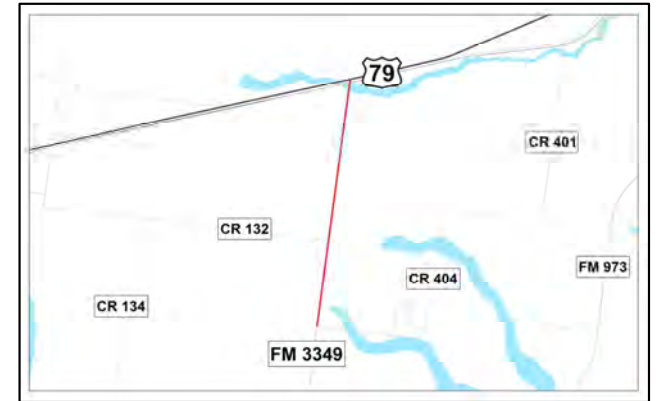


Kenney Fort Boulevard – Seg. 2 and 3 (Forest Creek Drive to SH 45)



East Wilco Highway (FM 3349 / US 79 Interchange) (US 79 to CR 404)

Anticipated Completion
Summer 2025 (Roadwork)



Original Contract Amount = \$81,941,038.13

Total Change Orders = \$1,814,414.32

Adjusted Contract Price = \$83,755,452.45

Expenditures to Date = \$47,050,267.50 (56%)

East Wilco Highway (FM 3349 / US 79 Interchange) (US 79 to CR 404)



East Wilco Highway (FM 3349 / US 79 Interchange) (US 79 to CR 404)



East Wilco Highway (FM 3349 / US 79 Interchange) (US 79 to CR 404)



CR 366 Reconstruction (Chandler Road to Carlos G. Parker Blvd.)

Anticipated Completion
Summer 2024



Original Contract Amount = \$17,694,262.46

Total Change Orders = \$93,578.30

Adjusted Contract Price = \$17,787,840.76

Expenditures to Date = \$10,369,937.74 (58%)

CR 366 Reconstruction (Chandler Road to Carlos G. Parker Blvd.)



CR 366 Reconstruction (Chandler Road to Carlos G. Parker Blvd.)



CR 366 Reconstruction (Chandler Road to Carlos G. Parker Blvd.)



Corridor C / SH 29 Bypass (Sam Houston Avenue at Patriot Way to SH 29)

Anticipated Completion
Summer 2026



Original Contract Amount = \$30,540,848.03

Total Change Orders = \$0.00

Adjusted Contract Price = \$30,540,848.03

Expenditures to Date = \$12,286,152.21 (40%)

Corridor C / SH 29 Bypass (Sam Houston Avenue at Patriot Way to SH 29)



Corridor C / SH 29 Bypass (Sam Houston Avenue at Patriot Way to SH 29)



Corridor C / SH 29 Bypass (Sam Houston Avenue at Patriot Way to SH 29)



CR 332 Realignment (South of FM 487 to North of CR 313)

Anticipated Completion
Fall 2024



Original Contract Amount = \$2,545,345.00

Total Change Orders = \$0.00

Adjusted Contract Price = \$ 2,545,345.00

Expenditures to Date = \$595,463.00 (23%)

CR 332 Realignment (South of FM 487 to North of CR 313)



CR 332 Realignment (South of FM 487 to North of CR 313)

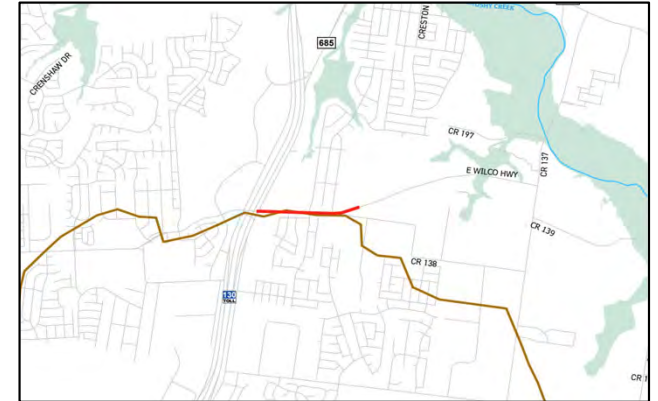


CR 332 Realignment (South of FM 487 to North of CR 313)



CR 138 (Right Turn Lane at SH 130)

Anticipated Completion
Summer 2024



Original Contract Amount = \$1,748, 938.75

Total Change Orders = \$0.00

Adjusted Contract Price = \$1,748, 938.75

Expenditures to Date = \$185,934.20 (11%)

CR 138 (Right Turn Lane at SH 130)



CR 138 (Right Turn Lane at SH 130)



CR 138 (Right Turn Lane at SH 130)



CR 129

(South of Brushy Creek to North of South County Line)

Anticipated Completion
Fall 2024



Original Contract Amount = \$2,463,313,.00

Total Change Orders = \$0.00

Adjusted Contract Price = \$ 2,463,313,.00

Expenditures to Date = \$0.00 (0%)

CR 129

(South of Brushy Creek to North of South County Line)



Commissioners Court - Regular Session**41.****Meeting Date:** 04/16/2024

Cobb Fendley 1811-273 Contract Amendment No 4 Utility Coordination

Submitted For: Robert Daigh**Submitted By:** Vicky Edwards, Infrastructure**Department:** Infrastructure**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on Contract Amendment No 4 under Williamson County contract for Engineering Services between Cobb Fendley & Associates, Inc. and Williamson County dated July 16, 2019 for Utility Coordination for All Williamson County Activities Not Related to Road Bond Activities. Funding source: 01.0200.0210.004100.

Background

This Contract Amendment No 4 is to allow for an increase in the compensation cap from \$1,500,000.00 to \$2,000,000.00.

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Cobb Fendley 1811-273 Contract Amendment No 4 Utility Coordination

Form Review**Inbox**

Hal Hawes

County Judge Exec Asst.

Form Started By: Vicky Edwards

Final Approval Date: 04/10/2024

Reviewed By

Hal Hawes

Becky Pruitt

Date

04/09/2024 10:11 AM

04/10/2024 09:03 AM

Started On: 04/09/2024 09:47 AM

CONTRACT AMENDMENT NO. 4
TO
WILLIAMSON COUNTY CONTRACT FOR
ENGINEERING SERVICES

WILLIAMSON COUNTY ROAD AND BRIDGE PROJECT: Utility Coordination for All Williamson County Activities Not Related to Road Bond Activities RFQ 1811-273 (“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 Cobb Fendley & Associates, Inc. (the "Engineer") and becomes effective as of the date of the last party's execution below.

WHEREAS, the County and the Engineer executed the Williamson County Contract for Engineering Services dated effective July 16, 2019 (the “Contract”);

WHEREAS, pursuant to Article 14 of the Contract, the terms of the Contract may be modified by a written fully executed Contract Amendment;

WHEREAS, the “Compensation Cap” under Article 5 of the Contract limits the maximum amount payable under the Contract to \$1,500,000.00;

WHEREAS, the Rate Schedule in Exhibit D of the Contract are limited to the rates noted in said Exhibit D; and,

WHEREAS, it has become necessary to amend the Contract.

AGREEMENT

NOW, THEREFORE, premises considered, the County and the Engineer agree that the Contract is amended as follows:

- I. The Compensation Cap under Article 5 of the Contract is hereby increased from \$1,500,000.00 to \$2,000,000.00.

All other terms of the Contract are unchanged and will remain in full force and effect.

IN WITNESS WHEREOF, the County and the Engineer have executed this Contract Amendment, in duplicate, to be effective as of the date of the last party's execution below.

ENGINEER:

By: Sandra G. Khoury

Sandra G. Khoury, P.E.
Printed Name

Executive Vice President
Title

4/9/2024
Date

COUNTY:

By: _____
Signature

Bill Gravell, Jr.
Printed Name

County Judge
Title

Date

Commissioners Court - Regular Session**42.****Meeting Date:** 04/16/2024

Rodriguez 24RFSQ12 Contract Amendment No 1 Mtls Testing & Geotech Svcs

Submitted For: Robert Daigh**Submitted By:** Vicky Edwards, Infrastructure**Department:** Infrastructure**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on Contract Amendment No 1 under Williamson County contract for Engineering Services between Rodriguez Engineering Laboratories and Williamson County dated March 19, 2024 for Materials Testing and Geotechnical Engineering Services. Funding source: 01.0200.0210.004160.

Background

This Contract Amendment No 1 is to update the rate schedule.

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Rodriguez 24RFSQ12 Contract Amendment No 1 Mtls Testing & Geotech Svcs

Form Review**Inbox**

Hal Hawes
County Judge Exec Asst.
Infrastructure Department (Originator)
Hal Hawes
County Judge Exec Asst.
Form Started By: Vicky Edwards
Final Approval Date: 04/10/2024

Reviewed By

Hal Hawes
Becky Pruitt
Vicky Edwards
Hal Hawes
Becky Pruitt

Date

04/10/2024 09:38 AM
04/10/2024 02:09 PM
04/10/2024 02:28 PM
04/10/2024 02:54 PM
04/10/2024 03:46 PM
Started On: 04/10/2024 09:28 AM

AMENDMENT NO. 1 TO CONTRACT FOR ENGINEERING SERVICES

This Amendment No. 1 to Contract for Engineering Services ("Amendment No. 1") is by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **Rodriguez Engineering Laboratories LLC** (the "Engineer").

RECITALS

WHEREAS, the County and the Engineer previously executed that certain Contract for Engineering Services (the "Contract"), being dated effective **March 19, 2024**, wherein Engineer agreed to perform certain professional engineering services in connection with the **24RFSQ12 Materials Testing and Geotechnical Engineering Services for Williamson County Road and Bridge** ("Project");

WHEREAS, pursuant to **Article 14**, the terms of the Contract may be modified by a written, fully executed Contract Amendment;

WHEREAS, the parties wish to amend the Rate Schedule under **Exhibit D** of the Contract; and

WHEREAS, it has become necessary to supplement, modify and amend the Contract in accordance with the provisions thereof.

AGREEMENT

NOW, THEREFORE, premises considered, the County and the Engineer agree that the Contract is supplemented, amended and modified as follows:

I. Amendment to Exhibit D – Rate Schedule

Exhibit D – Rate Schedule of the Contract shall be amended and supplanted by the Exhibit D that attached hereto and incorporated herein by reference.

II. Terms of Contract Control and Extent of Amendment No. 1

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

III. IN WITNESS WHEREOF, the County and the Engineer have executed this Amendment No. 1 in duplicate, to be effective as of the date of the last party's execution below.

ENGINEER:

Rodriguez Engineering Laboratories LLC

By:  _____

Printed Name: Jose Melendez, P.E.

Title: Senior Engineer / Laboratory Manager

Date: 4/10/2024

COUNTY:

Williamson County, Texas

By: _____

Printed Name: Bill Gravell, Jr.

Title: County Judge

Date: _____

Exhibit D

Rate Schedule

Please see next pages.

EXHIBIT D

RATE SCHEDULE

CONSTRUCTION MATERIALS TESTING SERVICES				
Consultant Name: RODRIGUEZ ENGINEERING LABORATORIES LLC			UNIT	RATES
1. Testing of Soils and Base Materials				
1.1 Field Soil Density				
1.1.1	Trip Charge (round-trip from REL Austin) (Vehicle or Mileage Is not Included)		Per hr	\$72.80
1.1.2	Field Tech Time (on-site only, 2-hour minimum)		Per hr	\$72.80
1.1.3	Field Nuclear Density Test		Per ea	\$49.74
1.1.4	Field Density by Sand Cone Method (ASTM D1556)		Per ea	\$66.73
1.2 Bulk Sample Pick-Up				
1.2.1	Trip Charge (round-trip from REL Austin) (Vehicle or Mileage Is not Included)		Per hr	\$72.80
1.3 Laboratory Moisture Density Relationship				
1.3.1	Trip Charge (round-trip from REL Austin) (Vehicle or Mileage Is not Included)		Per hr	\$72.80
1.3.2	Field Tech Time (on-site only, 2-hour minimum)		Per hr	\$72.80
1.3.3	Moisture Density Relationship of Soil-Cement (ASTM D 558)		Per ea	\$333.63
1.3.4	Moisture Density Relationship (ASTM D 698) Standard Proctor Compaction Test)		Per ea	\$333.63
1.3.5	Moisture Density Relationship (ASTM D 1557) (Modified Proctor Compaction Test)		Per ea	\$333.63
1.3.6	Moisture Density Relationship (TEX-113-E) Compaction Test		Per ea	\$333.63
1.3.7	Moisture Density Relationship (TEX-114-E, Part I) Compaction Test		Per ea	\$333.63
1.3.8	Moisture Density Relationship (TEX-114-E, Part II) Compaction Test		Per ea	\$373.66
1.3.9	Moisture Density Relationship of Soil-Cement (Tex-120-E Part I)		Per ea	\$373.66
1.3.10	Moisture Density Relationship of Soil-Lime (Tex-121-E Part I)		Per ea	\$373.66
1.4 Laboratory Testing of Soils				
1.4.1	Atterberg Limits (Liquid and Plastic Limits) (TEX-104-E, TEX-105-E, TEX-106-E)		Per ea	\$94.63
1.4.2	Bar Linear Shrinkage of Soils (TEX-107-E)		Per ea	\$80.08
1.4.3	CBR of Laboratory-Compacted Soils (ASTM D1883)		Per ea	\$600.53
	1.4.3.1 Each Additional Point		Per ea	\$200.18
1.4.4	Depth Check (Tex-140-E)		Per ea	\$24.27
1.4.5	Dry Unit Weight Test of Soils		Per ea	\$46.10
1.4.6	Field Gradation of Lime Soil (1.75, 0.75, No 4 Sieve) (In addition to hourly charge)		Per point	\$26.70
1.4.7	Hydrometer Analysis (ASTM D422), (mechanical sieve analysis Is not Included)		Per ea	\$140.73
1.4.8	Lime Series Curve (ASTM D 4318)		Per point	\$123.75
1.4.9	Natural Moisture Content		Per ea	\$27.30
1.4.10	Organic Content of Soils (Tex-148-E)		Per ea	\$224.44
1.4.11	Percent Passing No. 200 Sieve (TEX-111-E)		Per ea	\$61.87
1.4.12	PVR (Tex-124-E), testing Is not included		Per ea	\$138.30
1.4.13	Resistivity of Soils (TEX-129-E)		Per ea	\$132.23
1.4.14	Sample Preparation (TEX-101-E)		Per ea	\$90.99
1.4.15	Sample Remolding		Per hr	\$72.80
1.4.16	Sieve Analysis (TEX-110-E)		Per ea	\$94.63
1.4.17	Shrinkage (Volumetric) (ASTM D427, ASTM D4943)		Per ea	\$98.27
1.4.18	Soil Cement or Lime Compression Test (TEX-120-E Part II, TEX-121-E Part II), each mold/specimen		Per ea	\$99.48
1.4.19	Soil pH (Tex-128-E)		Per ea	\$78.86
1.4.20	Soil Specific Gravity (TEX-108-E)		Per ea	\$89.77
1.4.21	Stabilization Ability of Lime by Soil PH (TEX-121-E Part III) up to 6 points		Per ea	\$337.28
1.4.22	Sulfate Content (Tex-145-E)		Per ea	\$127.39
1.4.23	Texture Depth by Sand Patch (Tex-436-A)		Per ea	\$78.86
1.4.24	Unconfined Compression Test - Cohesive Soils (ASTM D2166)		Per ea	\$70.37
1.4.25	Unconfined Compression Test - Rock (ASTM D2938)		Per ea	\$98.27
1.4.26	Dynamic Cone Penetration in Shallow Pavement Applications (ASTM D6951)		Per ea	\$270.00
1.5 Texas Triaxial Compression Test on Base Material TEX-117E, Part II, including the following:				
1.5.1	Molding, Curing, and Testing 9 Specimens		Per ea	\$1,692.40

EXHIBIT D

RATE SCHEDULE

CONSTRUCTION MATERIALS TESTING SERVICES			
Consultant Name: RODRIGUEZ ENGINEERING LABORATORIES LLC		UNIT	RATES
1.5.2	Atterberg Limits (Liquid and Plastic Limits) (TEX-104-E, TEX-105-E, TEX-106-E)	Per ea	\$94.63
1.5.3	Bar Linear Shrinkage of Soils (TEX-107-E)	Per ea	\$80.08
1.5.4	Percent Passing No. 200 Sieve (TEX-111-E)	Per ea	\$61.87
1.5.5	Sample Preparation (TEX-101-E)	Per ea	\$90.99
1.5.6	Sieve Analysis (TEX-110-E)	Per ea	\$94.63
1.5.7	Wet Ball Mill (TEX-116-E)	Per ea	\$293.59
1.6	Report of Soil Test Results (Includes clerical, engineering review/seal, etc.)	Per ea	\$100.70
2. Testing of Concrete and Aggregates			
2.1 Concrete Cylinder			
2.1.1	Trip Charge (round-trip from REL Austin) (Vehicle or Mileage is not Included)	Per hr	\$72.80
2.1.2	Field Tech Time (on-site only, 2-hour minimum)	Per hr	\$72.80
2.1.3	Cylinder Charge (per each)	Per ea	\$35.19
2.2 Concrete Coring			
2.2.1	Trip Charge (round-trip from REL Austin) (Vehicle or Mileage is not Included)	Per hr	\$72.80
2.2.2	Field Tech Time (on-site only, 2-hour minimum)	Per hr	\$72.80
2.2.3	Concrete Coring Equipment Charge	Per hr	\$50.95
2.2.4	Core Bit Surcharge (in addition to base equipment and technician charges)		
2.2.4.1	3-Inch diameter core	Per inch	\$6.07
2.2.4.2	4-Inch diameter core	Per inch	\$7.89
2.2.4.3	6-Inch diameter core	Per inch	\$10.37
2.2.5	Concrete Core Strength Testing, Includes Core Curing and Preparation	Per ea	\$87.35
2.3 Laboratory Testing of Concrete and Aggregates			
2.3.1	Abrasion Test (TEX-410-A)	Per ea	\$321.49
2.3.2	Absorption of Aggregate	Per ea	\$48.53
2.3.3	Aggregate Gradation Analysis (TEX-200-F)	Per ea	\$94.63
2.3.4	Beam Flexural Strength (TEX 448-A)	Per ea	\$52.17
2.3.5	Coarse Aggregate Angularity	Per ea	\$99.48
2.3.6	Crushed Face Count (TEX-460-A)	Per ea	\$100.70
2.3.7	Decantation (Tex-406-E)	Per ea	\$44.89
2.3.8	Deleterious Materials (Clay Lumps/Friable Part I) Mineral Aggregate (Tex-413-A)	Per ea	\$88.56
2.3.9	Fine Aggregate Angularity	Per ea	\$99.48
2.3.10	Fineness Modulus of Fine Aggregate (Tex-402-A)	Per ea	\$54.59
2.3.11	Flat, Elongated Particles (ASTM D4791)	Per ea	\$99.48
2.3.12	Micro Deval Abrasion (TEX-461-A)	Per ea	\$297.23
2.3.13	Organic Impurities in Fine Aggregate (Tex-408-A)	Per ea	\$67.94
2.3.14	Pavement Thickness by Direct Measurement (Tex-423-A)	Per ea	\$36.39
2.3.15	Sand Equivalent (Clay Content) (Tex-203-F)	Per ea	\$115.26
2.3.16	Sieve Analysis of Fine and Coarse Aggregate (Tex-401-A)	Per ea	\$94.63
2.3.17	Soundness, Sodium, or Magnesium (ASTM C88, Tex-411-A)	Per ea	\$473.15
2.3.18	Specific Gravity of Aggregate	Per ea	\$72.80
2.3.19	Flakiness Index of Aggregate	Per ea	\$122.65
2.3.20	Splitting Tensile Strength of Cylindrical Concrete Specimen (ASTM C496)	Per ea	\$52.17
2.3.21	Thickness of Concrete Cylinders or CTB Cores (ASTM C174)	Per ea	\$24.27
2.3.22	Unit Weight of Aggregate	Per ea	\$48.53
2.3.23	Unit weight of Concrete Specimens by Measurements	Per ea	\$18.19
2.4	Report of Concrete Test Results (Includes clerical, engineering review/seal, etc.)	Per ea	\$100.70
3. Testing of HMA and Liquid Asphalt			
3.1 HMA Field Testing and Sample Pick-up			

EXHIBIT D

RATE SCHEDULE

CONSTRUCTION MATERIALS TESTING SERVICES			
Consultant Name: RODRIGUEZ ENGINEERING LABORATORIES LLC		UNIT	RATES
3.1.1	Trip Charge (round-trip from REL Austin) (Vehicle or Mileage is not Included)	Per hr	\$72.80
3.1.2	Field Tech Time (on-site only, 2-hour minimum)	Per hr	\$72.80
3.1.3	Longitudinal Joint Density with Density Gauge (Tex-207-F, VII) (Plus Tech time)	Per ea	\$94.63
3.1.4	Mat Segregation with Density Gauge (Tex-207-F, Part V) (Plus Tech time)	Per ea	\$94.63
3.1.5	Pavement Thickness Determination (Tex-140-E)(Plus Tech time)	Per ea	\$24.27
3.1.6	Thermal Profile (Tex-244-F)(Plus Tech time)	Per ea	\$212.31
3.1.7	Permeability or Water Flow of Hot Mix Asphalt	Per ea	\$90.56
3.2 Laboratory Testing of HMA			
3.2.1	Asphalt Content by Extraction (TEX-210-F, T164)	Per ea	\$203.82
3.2.2	Asphalt Content by Ignition Method (Tex-236-F)	Per ea	\$218.38
3.2.3	Specimen Molding by SGC (TEX-241-F) (2 per set)	Per ea	\$103.12
3.2.4	Specimen Molding by TGC (TEX-206-F) (3 per set)	Per ea	\$75.22
3.2.5	Bulk Density of Compacted Specimens (TEX-207-F, Part I) (2 or 3 per set)	Per ea	\$75.22
3.2.6	Hveem Stability (TEX-208-F) (3 per set)	Per ea	\$75.22
3.2.7	Gradation of Aggregate from Extraction or Ignition (TEX-200-F)	Per ea	\$94.63
3.2.8	Hamburg Wheel Tracker (TEX-242-F) (Includes Molding)	Per ea	\$686.67
3.2.9	Indirect Tensile Strength (TEX-226-F) (Molding is not included)	Per ea	\$88.56
3.2.10	Bulk Specific Gravity of Core (Tex-207-F Part I)	Per ea	\$32.76
3.2.11	Bulk Specific Gravity of Core (Tex-207-F Part VI), In addition to Specific Gravity (3.2.14)	Per ea	\$75.22
3.2.12	Maximum Theoretical Specific Gravity, Rice Method (Tex 227-F)		
	3.2.12.1 - Bag Sample	Per ea	\$67.94
	3.2.12.2 - Core Sample	Per ea	\$80.08
3.2.13	Cantabro Loss (TEX-245-F) (Molding is not included)	Per ea	\$135.87
3.2.14	Boiling Stripping Test (TEX-530-C)	Per ea	\$133.45
3.2.15	Draindown Characteristics of Bituminous Materials (Tex-235-F)	Per ea	\$134.00
3.2.16	Moisture Content of Bituminous Materials (Tex-212-F)	Per ea	\$50.00
3.2.17	Shear Bond Strength Test (Tex-249-F)	Per ea	\$248.24
3.2.18	Ideal Cracking Test (Tex-250-F)	Per ea	\$362.02
3.2.19	Thickness of HMA cores by Direct Measurement	Per ea	\$15.76
3.3 HMA Coring			
3.3.1	Trip Charge (round-trip from REL Austin) (Vehicle or Mileage is not Included)	Per hr	\$72.80
3.3.2	Field Tech time (on-site only, 2-hour minimum)	Per hr	\$72.80
3.3.3	Core, per inch thickness		
	3.3.3.1 - 0"-6" depth @ 6"Ø (Includes patching and sample prep.)	Per ea	\$118.90
	3.3.3.2 - > 6"-10" depth @ 6"Ø (Includes patching and sample prep.)	Per ea	\$131.63
	3.3.3.3 - > 10"-14" depth @ 6"Ø (Includes patching and sample prep.)	Per ea	\$169.85
	3.3.3.4 - > 14" depth @ 6"Ø (Includes patching and sample prep.)	Per ea	\$169.85
	3.3.3.5 - Per Inch beyond 14" depth @ 6"Ø (Includes patching and sample prep.)	Per inch	\$7.28
3.4 Laboratory Testing of Liquid Asphalt and Emulsions			
3.4.1	Abson Recovery (Extraction using Solvent is not Included)	Per ea	\$291.17
3.4.2	Breaking Index (Asphalt Emulsions)	Per ea	\$114.04
3.4.3	Cement Mix	Per ea	\$86.13
3.4.4	Demulsibility (Anionic or Cationic Emulsions)	Per ea	\$86.13
3.4.5	Density of Emulsified Asphalt	Per ea	\$86.13
3.4.6	Ductility of Bituminous Materials	Per ea	\$122.54
3.4.7	Elastic Recovery Test	Per ea	\$99.48
3.4.8	Float Test For Bituminous Materials	Per ea	\$99.48
3.4.9	Kinematic Viscosity of Cut-Back Asphalt	Per ea	\$122.54
3.4.10	Penetration of Bituminous Materials	Per ea	\$76.44
3.4.11	Residue by Distillation (Cutback or Emulsified Asphalts)	Per ea	\$179.55
3.4.12	Residue by Evaporation	Per ea	\$179.55

EXHIBIT D**RATE SCHEDULE**

CONSTRUCTION MATERIALS TESTING SERVICES			
Consultant Name: RODRIGUEZ ENGINEERING LABORATORIES LLC		UNIT	RATES
3.4.13	Saybolt Viscosity of Emulsified Asphalt at 25°C (77°F)	Per ea	\$76.44
3.4.14	Saybolt Viscosity of Emulsified Asphalt at 50°C (122°F)	Per ea	\$76.44
3.4.15	Sieve Test of Emulsified Asphalt	Per ea	\$53.38
3.4.16	Softening Point of Bitumen (Ring-and-Ball)	Per ea	\$122.54
3.4.17	Storage Stability (24 Hrs)	Per ea	\$133.45
3.4.18	Specific Gravity of Emulsified Asphalt	Per ea	\$82.49
3.4.19	Viscosity by Vacuum Capillary Viscometer	Per ea	\$122.54
3.5	Report of Asphalt Test Results (Includes clerical, engineering review/seal, etc.)	Per ea	\$100.70
4. Field Testing Equipment			
4.1	Vehicle		
4.1.1	Within City of Austin ETJ, within 50 miles (one-way) from REL	Per trip	\$85.00
4.2	Falling Heavy Weight Deflectometer (FWD) Testing		
4.2.1	FWD Field Data Collection (Equipment and Operator)(8 hr/day maximum)	Per day	\$2,995.71
4.2.2	FWD Equipment (Mobilization/Demobilization)	Per ea	\$249.65
4.2.3	FWD Operator (Mobilization/Demobilization)	Per hr	\$104.34
4.3	High Speed Inertial Profiler (IRI) Testing		
4.3.1	IRI Field Data Collection (Equipment Only)(8 hr/day maximum)	Per day	\$443.81
4.3.2	IRI Equipment (Mobilization/Demobilization) (within 50 miles from REL)	Per trip	\$69.16
4.3.3	IRI Operator (Portal-to-Portal from REL)(4 hr minimum)	Per hr	\$90.99
5	Engineering Consultation		
5.1	Principal	Per hr	\$280.24
5.2	Project Manager/Professional Engineer	Per hr	\$179.55
5.3	Project Engineer	Per hr	\$139.52
5.4	Graduate Engineer	Per hr	\$104.34
5.5	Senior Engineering Technician	Per hr	\$90.99
5.6	Engineering Technician (Asphalt, Concrete, Soils, etc.)	Per hr	\$72.80
5.7	Clerical	Per hr	\$58.23

NOTES:

1. Minimum call-out charge for technician and equipment is 2 hours. Charges are accrued portal to portal.
2. The density test unit rate is based on a minimum of 3 tests per trip.
3. Transportation charges are applicable for all field testing assignments including sample pick up. But, if the technician is already at the job site, there is no sample pick up charges.
4. Subconsultants' fees shall be approved previous to work beginning.
5. Trip charge refers to the labor for the Engineering Technician to drive to site. This is charged hourly. Vehicle charges refer to cost of vehicle associated with the trip.



Enrique Munoz
281-381-1314
munozslc@outlook.com

2024 STANDARD RATES

<u>LABOR RATES PER HOUR</u>	<u>REGULAR</u>	<u>OVERTIME</u>	<u>DOUBLE TIME</u>
Level II – Inspector.....	82.00	123.00	164.00
Certified Welding Inspector.....	125.00	187.50	250.00
Helper.....	65.00	97.50	130.00
Welder	95.00	142.50	190.00
Hardness Testing.....	125.00	187.50	250.00
Equipment Charge per Job	100.00		
Mileage Per Job (portal to portal)	Current IRS Rate		

NOTE: Travel time same rates as above (Minimum Call-Out – 4 Hours, Portal to Portal)

DOMESTIC TRAVEL:

12 hour Minimum Charge for Domestic Travel & Work Day

Hotel	Cost
Air Travel.....	Cost
Car Rental.....	Cost
Consumables/Materials.....	Cost
Mileage.....	Current IRS Rate

WORK OUTSIDE THE UNITED STATES WILL BE NEGOTIATED

WORKING HOURS:

Regular Time -	7:00am to 3:30pm, Monday – Friday
Overtime -	All hours worked after 3:30pm, Monday – Friday and all day Saturday
Double Time -	All hours worked on Sunday and Holidays*

***HOLIDAYS:** New Year's Day, Easter, Memorial Day, US Independence Day, Labor Day, Thanksgiving, and Christmas Day

Commissioners Court - Regular Session**43.****Meeting Date:** 04/16/2024

22IFB139 FM 3349 at US 79 - Change Order #12 (Jonah UPRR US79 Bore)

Submitted By: Julissa Vasquez, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider, and take appropriate action regarding Change Order No. 12 in the amount of \$64,791.00 for Project 22IFB139 FM3349 US79 (James Construction) P: 332 Funding Source: Road Bond.

Background

This Change Order provides compensation to the Contractor for modifying the encasement length and elevation of the Jonah water line bored under US 79 and UPRR. These changes were necessary to clear a conflict with an existing gas line and to provide encasement for the water line through the UPRR ROW. In addition, this Change Order compensates the Contractor for abandoning (capping and grouting) the existing 2" Jonah water line located within UPRR ROW on the South side of US 79. Please see attached Change Order for additional details.

This Change Order results in a net increase of \$64,791.00 to the Contract amount, for an adjusted Contract total of \$83,820,243.45. The original Contract amount was \$81,941,038.13. As a result of this and all Change Orders to-date, \$1,879,205.32 has been added to the Contract, resulting in an 2.29% net increase in the Contract cost. No additional days will be added to or deducted from the Contract as a result of this Change Order.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

22IFB139-FM3349_CO#12

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Julissa Vasquez

Final Approval Date: 04/11/2024

Reviewed By

Becky Pruitt

Date

04/11/2024 11:21 AM

Started On: 04/01/2024 08:32 AM

WILLIAMSON COUNTY, TEXAS
CHANGE ORDER NUMBER: 12

1. CONTRACTOR: James Construction Group
2. Change Order Work Limits: Sta. A+104 to Sta. A+112
3. Type of Change (on federal-aid non-exempt projects): Minor (Major/Minor)
4. Reasons: 1A, 4B (3 Max. - In order of importance - Primary first)

Project:	<u>22IFB139</u>
Roadway:	<u>FM 3349</u>
CSJ Number:	<u>Williamson Co</u>

5. Describe the work being revised:

1. Design Error or Omission - 1A. Incorrect PS&E. 4B. Third party requested work: This Change Order provides compensation to the Contractor for modifying the length and elevation of the Jonah water line under US79 and UPRR tracks, and for abandoning the existing 2-inch Jonah water line located within the UPRR ROW on the south side of US79.

6. Work to be performed in accordance with Items: See Attached
7. New or revised plan sheet(s) are attached and numbered: 14
8. New Special Provisions/Specifications to the contract are attached: ☐ Yes ☒ No
9. New Special Provisions to Item N/A No. N/A Special Specification Item N/A are attached.
- Each signatory hereby warrants that each has the authority to execute this Change Order (CO).

The contractor must sign the Change Order and, by doing so, agrees to waive any and all claims for additional compensation due to any and all other expenses, additional changes for time, overhead and profit, or loss of compensation as a result of this change. THE CONTRACTOR Date <u>3/27/24</u> By <u>[Signature]</u> Typed/Printed Name <u>Joey Williams</u> Typed/Printed Title <u>Division Manager</u>	The following information must be provided Time Ext. #: <u>N/A</u> Days added on this CO: <u>0</u> Amount added by this change order: <u>\$64,791.00</u>
--	--

RECOMMENDED FOR EXECUTION:

[Signature] 3/28/24
Project Manager Date

N/A
Design Engineer Date

Christen Eichberger 4/3/24
Program Manager Date

[Signature] 4/17/24
Jonah Water Special Utility District Date

Design Engineer's Seal:

County Commissioner Precinct 1 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 2 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 3 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 4 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Judge Date
☐ APPROVED

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 12

Project # 22IFB139

TABLE A: Force Account Work and Materials Placed into Stock

	LABOR	HOURLY RATE			HOURLY RATE

TABLE B: Contract Items:

				ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
J106-13	36" Steel Enc. Pipe, Bored; w/ 24" Restrained Joint C-151 PC200 D.I. Pipe; Installed	LF	\$ 1,130.00	424.00	\$ 479,120.00	38.00	462.00	\$ 522,060.00	\$ 42,940.00
J106-14	36" Steel Enc. Pipe, Open Cut; w/ 24" Restrained Joint C-151 PC200 D.I. Pipe; Installed	LF	\$ 653.00	1,061.00	\$ 692,833.00	(38.00)	1,023.00	\$ 668,019.00	\$ (24,814.00)
J106-49	Trench Safety System Design and Implementation	LF	\$ 3.50	18,671.00	\$ 65,348.50	(38.00)	18,633.00	\$ 65,215.50	\$ (133.00)
J106-45	Cap and Grout Fill Abandoned Various Size Waterlines within TxDOT/R.R. R.O.W.; Complete, to Include Required Caps, Materials, Equipment, and Labor	LF	\$ 19.00	2,330.00	\$ 44,270.00	940.00	3,270.00	\$ 62,130.00	\$ 17,860.00
J106-62	Realignment of Line A Under US79	LS	\$ 28,938.00	0.00	\$ -	1.00	1.00	\$ 28,938.00	\$ 28,938.00
TOTALS					\$ 1,281,571.50			\$ 1,346,362.50	\$ 64,791.00

CHANGE ORDER REASON(S) CODE CHART

1. Design Error or Omission	1A. Incorrect PS&E 1B. Other
2. Differing Site Conditions (unforeseeable)	2A. Dispute resolution (expense caused by conditions and/or resulting delay) 2B. Unavailable material 2C. New development (conditions changing after PS&E completed) 2D. Environmental remediation 2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9) 2F. Site conditions altered by an act of nature 2G. Unadjusted utility (unforeseeable) 2H. Unacquired Right-of-Way (unforeseeable) 2I. Additional safety needs (unforeseeable) 2J. Other
3. County Convenience	3A. Dispute resolution (not resulting from error in plans or differing site conditions) 3B. Public relations improvement 3C. Implementation of a Value Engineering finding 3D. Achievement of an early project completion 3E. Reduction of future maintenance 3F. Additional work desired by the County 3G. Compliance requirements of new laws and/or policies 3H. Cost savings opportunity discovered during construction 3I. Implementation of improved technology or better process 3J. Price adjustment on finished work (price reduced in exchange for acceptance) 3K. Addition of stock account or material supplied by state provision 3L. Revising safety work/measures desired by the County 3M. Other
4. Third Party Accommodation	4A. Failure of a third party to meet commitment 4B. Third party requested work 4C. Compliance requirements of new laws and/or policies (impacting third party) 4D. Other
5. Contractor Convenience	5A. Contractor exercises option to change the traffic control plan 5B. Contractor requested change in the sequence and/or method of work 5C. Payment for Partnering workshop 5D. Additional safety work/measures desired by the contractor 5E. Other
6. Untimely ROW/Utilities	6A. Right-of-Way not clear (third party responsibility for ROW) 6B. Right-of-Way not clear (County responsibility for ROW) 6C. Utilities not clear 6D. Other

Williamson County Road Bond Program

**FM3349 at US 79
Williamson County Project No. 22IFB139**

Change Order No. 12

Reason for Change

This Change Order provides compensation to the Contractor for modifying the encasement length and elevation of the Jonah water line under US 79 and UPRR. These changes were necessary to clear a conflict with an existing gas line and to provide encasement for the water line throughout the UPRR ROW. In addition, this Change Order compensates the Contractor for abandoning the existing 2" Jonah water line located within UPRR ROW on the South side of US 79.

Following is summary of new items required for this Change Order.

ITEM	DESCRIPTION	QTY	UNIT
J106-62	Realignment of Line A Under US79	1	LS

This Change Order results in a net increase of \$64,791.00 to the Contract amount, for an adjusted Contract total of \$83,820,243.45. The original Contract amount was \$81,941,038.13. As a result of this and all Change Orders to-date, \$1,879,205.32 has been added to the Contract, resulting in an 2.29% net increase in the Contract cost. No additional days will be added to or deducted from the Contract as a result of this Change Order.

HNTB Corporation

Oscar Salazar-Bueno, P.E.

CHANGE ORDER PROPOSAL
Change Order #12- Extend RR bore 38'

Date: 3/6/2024

Invoice #

Bill To:
HNTB- WILLIAMSON COUNTY



RE:
Wilco FM3349 @ US-79
ASIF MIRZAZADA
CSJ: 3486-01-008
Project # 20221115

Qty	UM	Description	Unit Price	Total
38.00	LF	(J106-13) 36" Steel Enc. Pipe, Bored; w/24" Restained Joint C-151 PC200 D.I. Pipe; Installed	\$1,130.00	\$42,940.00
(38.00)	LF	(J106-14) 36" Steel Enc. Open Cut; w/24" Restained Joint C-151 PC200 D.I. Pipe; Installed	\$653.00	(\$24,814.00)
(38.00)	LF	(J106-49) Trench Safety System Design & Implementation	\$3.50	(\$133.00)
PREPARED BY: GARY COUCH				
			Total	\$17,993.00



Patin Construction LLC

3800 W. Second Street

Taylor, TX 76574

Phone: (512) 269-1071

Fax: (512) 269-1072

CHANGE ORDER

January 19, 2024

JAMES CONSTRUCTION GROUP

Email: Gary Couch, Kyle Oldham

Project Name: FM 3349 at US 79- Water Line scope

Item No.	Qty.	Unit	Description	Unit Price	Total
1	38	LF	36" Steel Enc. Pipe, Bored; w/ 24" Restrained Joint C-151 PC200 D.I. Pipe; Installed	\$ 950.00	\$ 36,100.00
2	-38	LF	36" Steel Enc. Pipe, Open Cut; w/ 24" Restrained Joint C-151 PC200 D.I. Pipe; Installed	\$ 618.00	\$ (23,484.00)
3	-38	LF	Trench Safety System Design and Implementation	\$ 3.00	\$ (114.00)
				Subtotal	\$ 12,502.00

TOTAL CHANGE ORDER #12 \$ 12,502.00

*For this additional scope of work we request 3 additional contract days.

Subcontractor:

BY: *David Garza*

Patin Construction, LLC

General Contractor

BY:

James Construction

CHANGE ORDER PROPOSAL
Change Order #13- Abandon 2 inch water line

Date: 3/6/2024

Invoice #

Bill To:
HNTB- WILLIAMSON COUNTY



RE:
Wilco FM3349 @ US-79
ASIF MIRZAZADA
CSJ: 3486-01-008
Project # 20221115

Qty	UM	Description	Unit Price	Total
940.00	LF	Additional - Cap and Grout Fill Adandoned Various Size Waterlines within TxDOT/R.R. R.O.W.; Complete. To Include Required Caps, Materials, Equipment, and Labor.	\$19.00	\$17,860.00
		PREPARED BY: GARY COUCH		
			Total	\$17,860.00



Patin Construction LLC

3800 W. Second Street

Taylor, TX 76574

Phone: (512) 269-1071

Fax: (512) 269-1072

CHANGE ORDER

March 7, 2024

JAMES CONSTRUCTION GROUP

Email: Gary Couch, Kyle Oldham

Project Name: FM 3349 at US 79- Water Line scope

Item No.	Qty.	Unit	Description	Unit Price	Total
			Additional- Cap and Grout Fill Abandoned Various Size Waterlines within TxDOT/R.R. R.O.W.; Complete, to Include Required Caps, Materials, Equipment, and Labor		
1	940	LF		\$ 19.00	\$ 17,860.00
				Subtotal	\$ 17,860.00

TOTAL CHANGE ORDER #13 \$ 17,860.00

*For this additional scope of work we request 3 additional contract days.

Subcontractor:

BY: *Jeff Birkhead*

Patin Construction, LLC

General Contractor

BY:

James Construction

CHANGE ORDER PROPOSAL
Change Order #15- RR bore pit re-alignment

Date: 3/6/2024

Invoice #

Bill To:
HNTB- WILLIAMSON COUNTY



RE:
Wilco FM3349 @ US-79
ASIF MIRZAZADA
CSJ: 3486-01-008
Project # 20221115

Qty	UM	Description	Unit Price	Total
1.00	EA	Pull Boxes & Backfill	\$8,162.00	\$8,162.00
1.00	EA	Bore Entry Pit - Includes additional 5' depth per plan change and includes top 5' of bore pit benched with lower 20' shore protected.	\$14,098.00	\$14,098.00
1.00	EA	Mobilization - Extra Shoring - Includes additional 5' depth per plan change.	\$6,678.00	\$6,678.00
PREPARED BY: GARY COUCH				
			Total	\$28,938.00



Patin Construction LLC

3800 W. Second Street

Taylor, TX 76574

Phone: (512) 269-1071

Fax: (512) 269-1072

CHANGE ORDER

January 19, 2024

JAMES CONSTRUCTION GROUP

Email: Gary Couch, Kyle Oldham

Project Name: FM 3349 at US 79- Water Line scope

Item No.	Qty.	Unit	Description	Unit Price	Total
1	1	EA	Pull Boxes and backfill	\$ 7,700.00	\$ 7,700.00
			Bore Entry Pit- includes additional 5' depth per plan change and includes top 5' of bore bit benched with		
2	1	EA	lower 20' shore protected	\$ 13,300.00	\$ 13,300.00
			Mobilization - Extra Shoring- includes additional 5' depth		
3	1	EA	per plan change	\$ 6,300.00	\$ 6,300.00
				Subtotal	\$ 27,300.00

TOTAL CHANGE ORDER #14 \$ 27,300.00

*Bore LF pricing will not change due to lowering of 5' depth. Once new boring plan has been approved we will request extension of time

Subcontractor:

BY: *David Garza*

Patin Construction, LLC

General Contractor

BY:

James Construction



Circle H Boring

(817)201-3175 nathan@circlehcontractors.com
1550 FM 875 Midlothian, TX 76065

DATE: 1/5/2024

We are pleased to submit to you this proposal for the construction of the following work:

Description of work: BOTO

Project: Change Order #1 - FM 3349 Utility Adjustments - Hutto

ITEM NO	DESCRIPTION	UNIT	QTY	UNIT PRICE
1	Pull boxes and backfill	Ea	1	\$6,500.00
2	Bore Entry Pit	Ea	1	\$11,500.00
3	Mobilization – Extra Shoring	Ea	1	\$5,500.00

SCOPE OF WORK:

1. 8in gas line was found to be in direct conflict with the proposed bore. The bore will need to be lowered by 5 feet. Due to the required permits and paperwork, the existing pit had to be backfilled, and the crew de-mob'd while waiting for the proper paperwork.

ACCEPTED:

Company: _____

By: _____

Print Name: _____

Title: _____

Circle H

By: _____

Print Name: _____

Title: _____

Commissioners Court - Regular Session**44.****Meeting Date:** 04/16/2024

22IFB139 FM 3349 at US 79 - Change Order #13 (Existing Road Repairs)

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. 13 in the amount of \$82,301.65 for Project 22IFB139 FM3349 at US79 (James Construction) P: 332 Funding Source: Road Bond.

Background

This Change Order provides compensation to the Contractor for performing pavement repairs, within the project limits, on the existing FM 3349 roadway. The repairs include fixing ruts and cracks and repairing a crash cushion and MBGF damaged by the public. This Change Order also adds new items to install additional small signs to improve safety on the CR 101 (Jughandle Road), pay for off-duty police officers, and locating an existing utility line. Please see the attached Change Order for additional details.

This Change Order results in a net increase of \$82,301.65 to the Contract amount, for an adjusted Contract total of \$83,902,545.10. The original Contract amount was \$81,941,038.13. As a result of this and all Change Orders to-date, \$1,961,506.97 has been added to the Contract, resulting in an 2.39% net increase in the Contract cost. No additional days will be added to or deducted from the Contract as a result of this Change Order.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

22IFB139-FM3349_CO#13

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Julissa Vasquez

Final Approval Date: 04/11/2024

Reviewed By

Becky Pruitt

Date

04/11/2024 11:23 AM

Started On: 04/10/2024 11:26 AM

WILLIAMSON COUNTY, TEXAS
CHANGE ORDER NUMBER: 13

1. CONTRACTOR: James Construction Group
2. Change Order Work Limits: Sta. 177 to Sta. 184
3. Type of Change(on federal-aid non-exempt projects): Minor (Major/Minor)
4. Reasons: 2I (3 Max. - In order of importance - Primary first)

Project: 22IFB139

Roadway: FM 3349

CSJ
Number: Williamson Co

5. Describe the work being revised:

2. Differing Site Conditions (unforeseeable) 2I. Additional safety needs: This Change Order provides compensation to the Contractor for performing pavement repairs, within the project limits, on the existing FM 3349 roadway. The repairs include fixing ruts and cracks and repairing a crash cushion and MBGF damaged by the public. This Change Order also adds new items to install additional small signs to improve safety on the CR 101 (Jughandle Road), pay for off duty police officers, and locating an existing utility line.

6. Work to be performed in accordance with Items: See Attached
7. New or revised plan sheet(s) are attached and numbered: NA
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. #: _____ Days added on this CO: _____

Amount added by this change order: \$82,301.65

THE CONTRACTOR

Date 4-3-24

By

Typed/Printed Name

Typed/Printed Title

Joey Williams

Division Manager

RECOMMENDED FOR EXECUTION:

[Signature]

Project Manager

4/8/2024

Date

N/A

Design Engineer

Date

Christen Eschberger

Program Manager

4/10/2024

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: 13

Project # 22IFB139

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	
999 WC09	EXISTNG ROAD REPAIR - 008	LS	\$ 50,488.55	0.00	\$ -	1.00	1.00	\$ 50,488.55	\$ 50,488.55
999 WC10	LAW ENFORCEMENT - 008	LS	\$ 4,305.63	0.00	\$ -	1.00	1.00	\$ 4,305.63	\$ 4,305.63
999 WC11	CRASH CUSHION AND MBGF REPAIR - 008	LS	\$ 18,699.25	0.00	\$ -	1.00	1.00	\$ 18,699.25	\$ 18,699.25
999 WC12	IN SM RD SN SUP&AM TY10BWG(1)SA(T)-FA -008	LS	\$ 7,360.71	0.00	\$ -	1.00	1.00	\$ 7,360.71	\$ 7,360.71
999 WC13	LOCATING EXISTING UTILITY LINE -008	LS	\$ 1,447.51	0.00	\$ -	1.00	1.00	\$ 1,447.51	\$ 1,447.51
TOTALS					\$ -			\$ 82,301.65	\$ 82,301.65

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

**FM3349 at US 79
Williamson County Project No. 22IFB139**

Change Order No. 13

Reason for Change

This Change Order provides compensation to the Contractor for performing pavement repairs, within the project limits, on the existing FM 3349 roadway. The repairs include fixing ruts and cracks and repairing a crash cushion and MBGF damaged by the public. This Change Order also adds new items to install additional small signs to improve safety on the CR 101 (Jughandle Road), pay for off duty police officers, and locating an existing utility line.

Following is summary of new items required for this Change Order.

ITEM	DESCRIPTION	QTY	UNIT
999 WC09	EXISTING ROAD REPAIR	1	LS
999 WC10	LAW ENFORCEMENT	1	LS
999 WC11	CRASH CUSHION AND MBGF REPAIR	1	LS
999 WC12	IN SM RD SN SUP&AM TY10BWG(1)SA(T)-FA	1	LS
999 WC13	LOCATING EXISTING UTILITY LINE	1	LS

This Change Order results in a net increase of \$82,301.65 to the Contract amount, for an adjusted Contract total of \$83,902,545.10. The original Contract amount was \$81,941,038.13. As a result of this and all Change Orders to-date, \$1,961,506.97 has been added to the Contract, resulting in an 2.39% net increase in the Contract cost. No additional days will be added to or deducted from the Contract as a result of this Change Order.

HNTB Corporation

Oscar Salazar-Bueno, P.E.

5880 WEST US HWY 190 BELTON, TX 76513

Date of Work: July 19, 2023

JCG Invoice #: FA

Sub Contractor TTB
General Contractor JAMES CONSTRUCTION
State Inspector HNTB

STATEMENT OF EQUIPMENT

STATEMENT OF LABOR

STATEMENT OF MATERIAL

STATEMENT OF SUBCONTRACTOR WORK

1% BOND	\$ 99.46
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Please remit payment to: JAMES CONSTRUCTION GROUP 5880 WEST US HWY 190 BENTON, TX 76513

**JAMES CONSTRUCTION GROUP, LLC**

5880 WEST US HWY 190 BELTON, TX 76513

Received

08/30/2023

**HNTB CORPORATION
ROUND ROCK****DAILY STATEMENT OF FORCE ACCOUNT WORK**Date of Work: July 27, 2023JCG Job #: 10906JCG Invoice #: FA-2

Project FM 3349
CSJ 3486-01-008
County WILLIAMSON
Highway US 79 & FM 3349

Sub Contractor TTB - STATEWIDE - LSP
General Contractor JAMES CONSTRUCTION
State Inspector HNTB

Type of Work ASPHALT REPAIRS AT FM 3349 ON 7-27-2023**STATEMENT OF EQUIPMENT**

TYPE	MAKE & MODEL	YEAR	EQUIPMENT NUMBER (OR RENTAL VENDOR)	HOURS USED	RATE	AMOUNT
BLADE 140 M3	CAT	2022		10.00	174.42	\$ 1,744.20
ROLLER CAT CS56B	CAT	2022		10.00	135.59	\$ 1,355.90
RCT 350 BRUM	BRONCE	2023	SUNSTATE	1.00	400.00	\$ 400.00
EXCAVATOR 320	CAT	2022		10.00	123.55	\$ 1,235.50
DODGE 1500 CREW CAB(Adolfo)	DODGE	2022		5.00	42.06	\$ 210.30
DODGE 2500 CREW CAB (Bucio)	DODGE	2022		10.00	43.03	\$ 430.30
						\$ 5,376.20
15% Compensation						\$ 806.43
Equipment Total						\$ 6,182.63

STATEMENT OF LABOR

NAME	CLASSIFICATION	(H)RLY (S)AL	HOURS		RATE		AMOUNT
			REG	OT	REG	OT	
RAFAEL SANCHEZ			10.00	1.00	28.000	42.000	\$ 322.00
JOSE A LOPEZ			10.00	1.00	30.000	45.000	\$ 345.00
ABEL BENITEZ			10.00	1.00	22.000	33.000	\$ 253.00
CARLOS A PALMA			10.00	1.00	19.000	28.500	\$ 218.50
ANGEL D BENITEZ			10.00	1.00	19.000	28.500	\$ 218.50
SERGIO SANCHEZ			10.00	1.00	19.000	28.500	\$ 218.50
CARLOS JR TORRES			10.00	1.00	30.000	45.000	\$ 345.00
JOSE BUCIO			10.00	1.00	57.500	86.250	\$ 661.25
							\$ 2,581.75
55% Labor Burden							\$ 1,419.96
25% Compensation							\$ 645.44
Labor Total							\$ 4,647.15

STATEMENT OF MATERIAL

DESCRIPTION	QUANTITY	U/M	PRICE	AMOUNT
ASPHALT INC, LLC (Type B)	59.96	TON	\$ 102.00	\$ 6,115.92
				\$ -
Subtotal or Total				\$ 6,115.92
25% Compensation				\$ 1,528.98
Material Total				\$ 7,644.90

STATEMENT OF SUBCONTRACTOR WORK

DESCRIPTION	QUANTITY	U/M	PRICE	AMOUNT
TTB INVOICES	1	LS	\$ 2,940.00	\$ 2,940.00
STATEWIDE DUMP TRUCK	20	HR	\$ 85.00	\$ 1,700.00
Subtotal or Total				\$ 4,640.00
5% Compensation				\$ 232.00
Subcontractor Total				\$ 4,872.00

SUBTOTAL AMOUNT: \$ 23,346.68
1% BOND \$ 233.47

TOTAL AMOUNT DUE: **\$ 23,580.15**

Please remit payment to: JAMES CONSTRUCTION GROUP 5880 WEST US HWY 190 BENTON, TX 76513



James Construction Group

Received

Address: 5880 West US HWY 190
Belton, TX 76513

Project: FM 3349 at US 79
Contract ID 3486-01-008

FA-03

09/26/2023
HNTB CORPORATION
ROUND ROCK

Final Summary

Letter No.: 0007
Submittal Date: September 19, 2023
Completed By: Dalimar Rosario

Law Enforcement Force Account

Category	Description	Cost	
Labor Cost			
	25% Overhead	\$	-
	55% Ins & Tax	\$	-
Material Cost		\$	-
	25% Overhead	\$	-
Equipment Cost		\$	-
	15% Overhead	\$	-
Subcontractor Cost		\$	1,120.00 ✓
	5% Overhead	\$	56.00 ✓
	Subtotal	\$	1,176.00 ✓
	Bond Cost (1%)	\$	11.76 ✓
	Total	\$	1,187.76 ✓

008-FA 04



JAMES CONSTRUCTION GROUP, LLC

5880 WEST US HWY 190 BELTON, TX 76513

Received

10/25/2023

HINTB CORPORATION
ROUND ROCK

DAILY STATEMENT OF FORCE ACCOUNT WORK

Date of Work: October 9, 2023

JCG Job #:

JCG Invoice #: FA

Project	FM 3349
CSJ	3486-01-008
County	WILLIAMSON
Highway	US 79 & FM 3349

Sub Contractor _____
General Contractor **JAMES CONSTRUCTION**
State Inspector **HNTB**

Type of Work REMOVED DAMAGE REPLACE NEW SGT

STATEMENT OF EQUIPMENT

[illegible]

STATEMENT OF LABOR

NAME	CLASSIFICATION	(H)RLY (S)AL	HOURS		RATE		AMOUNT
			REG	OT	REG	OT	
JOSEPH NEEDHAM			5.50		33.678		\$ 185.23
							\$ -
							\$ -
							\$ 185.23
55% Labor Burden							\$ 101.88
25% Compensation							\$ 46.31
Labor Total							\$ 333.41

STATEMENT OF MATERIAL

DESCRIPTION	QUANTITY	U/M	PRICE	AMOUNT
				\$ -
			Subtotal or Total	\$ -
			25% Compensation	\$ -
			Material Total	\$ -

STATEMENT OF SUBCONTRACTOR WORK

DESCRIPTION	QUANTITY	U/M	PRICE	AMOUNT
ESSI Invoice	1	EA	\$ 4,499.88	\$ 4,499.88
TTB INVOICE	1	EA	\$ 1,250.00	\$ 1,250.00
				\$ -
			Subtotal or Total	\$ 5,749.88
			5% Compensation	\$ 287.49
			Subcontractor Total	\$ 6,037.37

SUBTOTAL AMOUNT: \$ 6,555.16

1% BOND	\$ 65.55
----------------	-----------------

TOTAL AMOUNT DUE: \$ 6,620.71

Please remit payment to: JAMES CONSTRUCTION GROUP 5880 WEST US HWY 190 BENTON, TX 76513



James Construction Group

Received

Address: 5880 West US HWY 190
Belton, TX 76513

Project: FM 3349 at US 79
Contract ID: 3486-01-008

10/17/2023
HNTB CORPORATION
ROUND ROCK

Final Summary

Letter No.: 0007
Submittal Date: October 17, 2023
Completed By: Dalimar Rosario

Law Enforcement Force Account

Category	Description	Cost	
Labor Cost			
	25% Overhead	\$	-
	55% Ins & Tax	\$	-
Material Cost		\$	-
	25% Overhead	\$	-
Equipment Cost		\$	-
	15% Overhead	\$	-
Subcontractor Cost		\$	840.00
	5% Overhead	\$	42.00
	Subtotal	\$	882.00
	Bond Cost (1%)	\$	8.82
	Total	\$	890.82



James Construction Group

Received

Address: 5880 West US HWY 190
Belton, TX 76513

Project: FM 3349 at US 79
Contract ID 3486-01-008

10/17/2023
HNTB CORPORATION
ROUND ROCK

Final Summary

Letter No.: 0007
Submittal Date: October 17, 2023
Completed By: Dalimar Rosario

Law Enforcement Force Account

Category	Description	Cost	
Labor Cost			
	25% Overhead	\$	-
	55% Ins & Tax	\$	-
Material Cost		\$	-
	25% Overhead	\$	-
Equipment Cost		\$	-
	15% Overhead	\$	-
Subcontractor Cost		\$	1,680.00
	5% Overhead	\$	84.00
	Subtotal	\$	1,764.00
	Bond Cost (1%)	\$	17.64
	Total	\$	1,781.64



Please remit payment to: JAMES CONSTRUCTION GROUP 5880 WEST US HWY 190 BENTON, TX 76513



JAMES CONSTRUCTION GROUP, LLC

5880 WEST US HWY 190 BELTON, TX 76513

Received

12/19/2023

DAILY STATEMENT OF FORCE ACCOUNT WORK

Date of Work: October 9, 2023

HNTB CORPORATION
ROUND ROCK

JCG Job #:

JCG Invoice #: FA

Project FM 3349
CSJ 3486-01-008
County WILLIAMSON
Highway US 79 & FM 3349

Sub Contractor
General Contractor JAMES CONSTRUCTION
State Inspector HNTB

Type of Work ADDED SIGNS AT JUGHANDLE AND US 79

STATEMENT OF EQUIPMENT

TYPE	MAKE & MODEL	YEAR	EQUIPMENT NUMBER (OR RENTAL VENDOR)	HOURS USED	RATE	AMOUNT
COMPANY TRUCK 2500	GMC			10.00	29.15	\$ 291.50
						\$ -
						\$ 291.50
						15% Compensation \$ 43.73
						Equipment Total \$ 335.23

STATEMENT OF LABOR

NAME	CLASSIFICATION	(H)RLY (S)AL	HOURS		RATE		AMOUNT
			REG	OT	REG	OT	
JOSEPH NEEDHAM			10.00		33.678		\$ 336.78
							\$ -
							\$ -
							\$ 336.78
							55% Labor Burden \$ 185.23
							25% Compensation \$ 84.20
							Labor Total \$ 606.20

STATEMENT OF MATERIAL

DESCRIPTION	QUANTITY	U/M	PRICE	AMOUNT
				\$ -
				Subtotal or Total \$ -
				25% Compensation \$ -
				Material Total \$ -

STATEMENT OF SUBCONTRACTOR WORK

DESCRIPTION	QUANTITY	U/M	PRICE	AMOUNT
ESSI Invoice	1	EA	\$ 2,668.79	\$ 2,668.79
ESSI Invoice	1	EA	\$ 3,375.40	\$ 3,375.40
				\$ -
				Subtotal or Total \$ 6,044.19
				5% Compensation \$ 302.21
				Subcontractor Total \$ 6,346.40

SUBTOTAL AMOUNT: \$ 7,287.83

1% BOND \$ 72.88

TOTLA AMOUNT DUE: \$ 7,360.71

Please remit payment to: JAMES CONSTRUCTION GROUP 5880 WEST US HWY 190 BENTON, TX 76513



James Construction Group

Address: 5880 West US HWY 190
Belton, TX 76513

Project: FM 3349 at US 79
Contract ID 3486-01-008

Final Summary

Received

01/31/2024

HNTB CORPORATION
ROUND ROCK

Letter No.: 0009

Submittal Date: January 25, 2024

Completed By: Dalimar Rosario

Law Enforcement Force Account

Category	Description	Cost	
Labor Cost			
	25% Overhead	\$	-
	55% Ins & Tax	\$	-
Material Cost		\$	-
	25% Overhead	\$	-
Equipment Cost		\$	-
	15% Overhead	\$	-
Subcontractor Cost		\$	420.00
	5% Overhead	\$	21.00
	Subtotal	\$	441.00
	Bond Cost (1%)	\$	4.41
	Total	\$	445.41

5880 WEST US HWY 190 BELTON, TX 76513

Date of Work: December 19, 2023

JCG Invoice #: FA-2

Sub Contractor	<u>TTB - STATEWIDE - LSP</u>
General Contractor	<u>JAMES CONSTRUCTION</u>
State Inspector	<u>HNTB</u>

01/31/2024

HNTB CORPORATION
ROUND ROCK

Please remit payment to: JAMES CONSTRUCTION GROUP 5880 WEST US HWY 190 BENTON, TX 76513

CSJ: 3486-01-008

Item: 999-WC01

**JAMES CONSTRUCTION GROUP, LLC**

5880 WEST US HWY 190 BELTON, TX 76513

DAILY STATEMENT OF FORCE ACCOUNT WORKDate of Work: January 19, 2024JCG Job #: 10906JCG Invoice #: FA-9Project FM 3349CSJ 0204-02-034County WILLIAMSONHighway US 79 & FM 3349Sub Contractor BADGERGeneral Contractor JAMES CONSTRUCTIONState Inspector HNTBType of Work HYDROVAC**STATEMENT OF EQUIPMENT**

TYPE	MAKE & MODEL	YEAR	EQUIPMENT NUMBER (OR RENTAL VENDOR)	HOURS USED	RATE	AMOUNT
						\$ -
						\$ -
						\$ -
15% Compensation						\$ -
Equipment Total						\$ -

STATEMENT OF LABOR

NAME	CLASSIFICATION	(H)RLY (S)AL	HOURS		RATE		AMOUNT
			REG	OT	REG	OT	
							\$ -
							\$ -
							\$ -
55% Labor Burden							\$ -
25% Compensation							\$ -
Labor Total							\$ -

STATEMENT OF MATERIAL

DESCRIPTION	QUANTITY	U/M	PRICE	AMOUNT
				\$ -
Subtotal or Total				\$ -
25% Compensation				\$ -
Material Total				\$ -

STATEMENT OF SUBCONTRACTOR WORK

DESCRIPTION	QUANTITY	U/M	PRICE	AMOUNT
BADGER INVOICE	1	LS	\$ 1,364.93	\$ 1,364.93
				\$ -
				\$ -
Subtotal or Total				\$ 1,364.93
5% Compensation				\$ 68.25
Subcontractor Total				\$ 1,433.18

SUBTOTAL AMOUNT: **\$ 1,433.18**1% BOND **\$ 14.33**TOTAL AMOUNT DUE: **\$ 1,447.51**

Please remit payment to: JAMES CONSTRUCTION GROUP 5880 WEST US HWY 190 BENTON, TX 76513

Commissioners Court - Regular Session**45.****Meeting Date:** 04/16/2024

22IFB139 FM 3349 at US 79 - Change Order #14 (City of Hutto Right Turn Lane)

Submitted By: Julissa Vasquez, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider, and take appropriate action regarding Change Order No. 14 in the amount of \$101,248.22 for Project 22IFB139 FM3349 at US79 (James Construction) P: 332 Funding Source: Road Bond.

Background

This Change Order provides compensation to the Contractor for relocating Box Culvert No. 4 on the southbound frontage road, to accommodate the location of the new City of Hutto street (Spine Road). The culvert and the crossover to FM3349 were moved approximately 36 feet to the north to align with the centerline of the Spine Road. Please see the attached Change Order for additional details.

This Change Order results in a net increase of \$101,248.22 to the Contract amount, for an adjusted Contract total of \$84,003,793.32. The original Contract amount was \$81,941,038.13. As a result of this and all Change Orders to-date, \$2,062,755.19 has been added to the Contract, resulting in an 2.52% net increase in the Contract cost. No additional days will be added to or deducted from the Contract as a result of this Change Order.

Fiscal Impact

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

Attachments

22IFB139-FM3349_CO#14

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Julissa Vasquez

Final Approval Date: 04/11/2024

Reviewed By

Becky Pruitt

Date

04/11/2024 11:23 AM

Started On: 04/10/2024 11:34 AM

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 14

1. CONTRACTOR: James Construction Group

2. Change Order Work Limits: Sta. 481+00 to Sta. 492+00

3. Type of Change(on federal-aid non-exempt projects): Minor (Major/Minor)

4. Reasons: 2 C (3 Max. - In order of importance - Primary first)

Project: 22IFB139

Roadway: FM 3349

CSJ
Number: Williamson Co

5. Describe the work being revised:

2C. New Development (Conditions Changing After PS&E Completed). This Change Order provides compensation to the Contractor for relocating box culvert No. 4 on the southbound frontage road, to accommodate the location of the new City of Hutto street (Spine Road). The culvert and crossover to FM 3349 were moved approximately 36 ft. to the north to align with the centerline of the Spine Road.

6. Work to be performed in accordance with Items: See Attached

7. New or revised plan sheet(s) are attached and numbered: 31, 35C, 164,165, 197, 213, 230, 241A, 354, 642

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. #: _____ Days added on this CO: _____

Amount added by this change order: \$101,248.22

THE CONTRACTOR

Date 4-3-2024

By

Typed/Printed Name

Typed/Printed Title

Joey Williams

Division Manager

RECOMMENDED FOR EXECUTION:

[Signature]
Project Manager

4/8/2024

Date

N/A
Design Engineer

Date

Christen Eschberger
Program Manager

4/10/2024

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: 14

Project # 22IFB139

TABLE A: Force Account Work and Materials Placed into Stock

	LABOR	HOURLY RATE		HOURLY RATE

TABLE B: Contract Items

				ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
464 6018	RC PIPE (CL IV) (24 IN) - 008	LF	\$ 116.59	484.00	\$ 56,429.56	120.00	604.00	\$ 70,420.36	\$ 13,990.80
530 6004	DRIVEWAYS (CONC) 008	SY	\$ 123.29	3,177.00	\$ 391,692.33	397.50	3,574.50	\$ 440,700.11	\$ 49,007.78
618 6023	CONDT (PVC) (SCH 40) (2") - 008	LF	\$ 11.00	21,721.00	\$ 238,931.00	(30.00)	21,691.00	\$ 238,601.00	\$ (330.00)
620 6007	ELEC CONDR (NO.8) BARE - 008	LF	\$ 1.75	16,664.00	\$ 29,162.00	(30.00)	16,634.00	\$ 29,109.50	\$ (52.50)
620 6008	ELEC CONDR (NO.8) INSULATED - 008	LF	\$ 2.25	33,328.00	\$ 74,988.00	(60.00)	33,268.00	\$ 74,853.00	\$ (135.00)
462 6012.1	REMOVE AND RE-LAY CONC BOX CULV (5FTX6FT) - 008	LF	\$ 376.38	0.00	\$ -	103.00	103.00	\$ 38,767.14	\$ 38,767.14
TOTALS					\$ 791,202.89			\$ 892,451.11	\$ 101,248.22

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

**FM3349 at US 79
Williamson County Project No. 22IFB139**

Change Order No. 14

Reason for Change

This Change Order provides compensation to the Contractor for relocating Box Culvert No. 4 on the southbound frontage road, to accommodate the location of the new City of Hutto street (Spine Road). The culvert and the crossover to FM3349 were moved approximately 36 feet to the north to align with the centerline of the Spine Road.

Following is summary of new items required for this Change Order.

ITEM	DESCRIPTION	QTY	UNIT
462 6012.1	REMOVE AND RE-LAY CONC BOX CULV (5FTX6FT)	103	LF

This Change Order results in a net increase of \$101,248.22 to the Contract amount, for an adjusted Contract total of \$84,003,793.32. The original Contract amount was \$81,941,038.13. As a result of this and all Change Orders to-date, \$2,062,755.19 has been added to the Contract, resulting in an 2.52% net increase in the Contract cost. No additional days will be added to or deducted from the Contract as a result of this Change Order.

HNTB Corporation

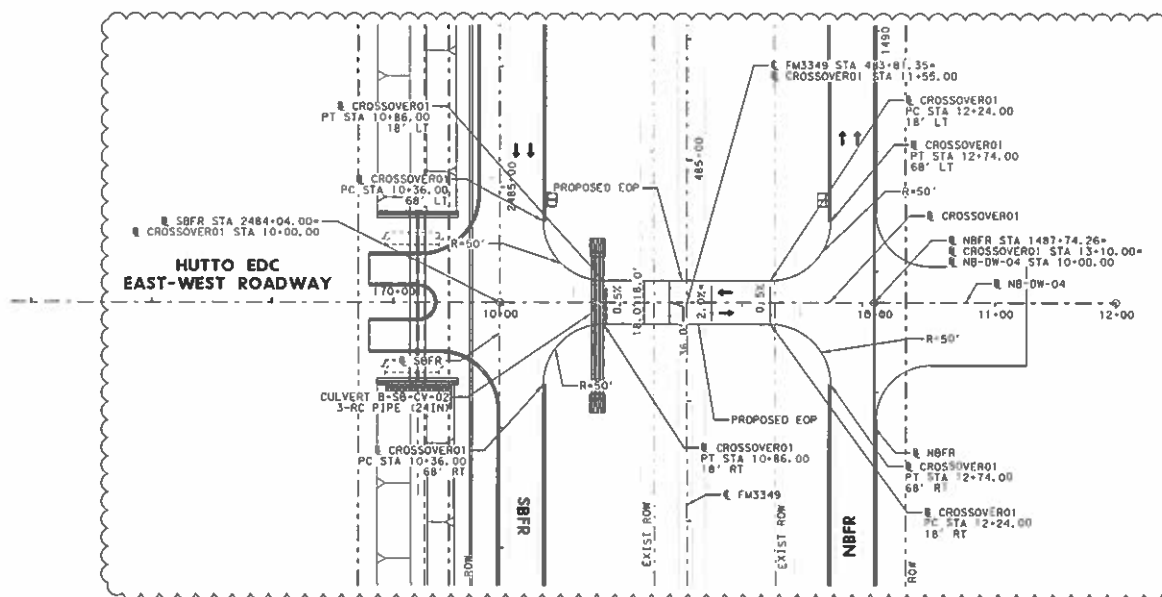
Oscar Salazar-Bueno, P.E.

ITEM	DESCRIPTION	QTY	UNIT
462 ****	REMOVE AND RE-LAY CONC BOX CULV (6FTX5FT)	103.00	LF
464 6018	RC PIPE (CL 1V) (24 IN)	120	LF
467 6000	RC PIPE (CL 1V) (24 IN)	120	LF
530 6005	DRIVEWAYS (ACP)	397.50	SY
618 6023	CONDT (PVC) (SCH 40) (2")	(30.00)	LF
620 6001	ELEC CONDR (NO. 8) BARE	(30.00)	LF
620 6008	ELEC CONDR (NO. 8) INSULATED	(30.00)	LF

CD # 35 SHEET		PU
NO.	DATE	APPROVED
 HDR Engineering, Inc. 710 Hester Crossing, Suite 150 Round Rock, Texas 78681 Texas Registered Engineering Firm F-154		
 Texas Department of Transportation		
FM 3349		
SUMMARY OF QUANTITIES CHANGE ORDER #5		
SHEET 1 OF 1		
DESIGN FT	STD. NO. DIV. NO.	FEDERAL AID PROJECT NO.
EG	6	FM 3349
STATE	DISTRICT	COUNTY
TEXAS	AUS	WILLIAMSON
CONTROL	SECTION	JOB
3486	01	008, ETC

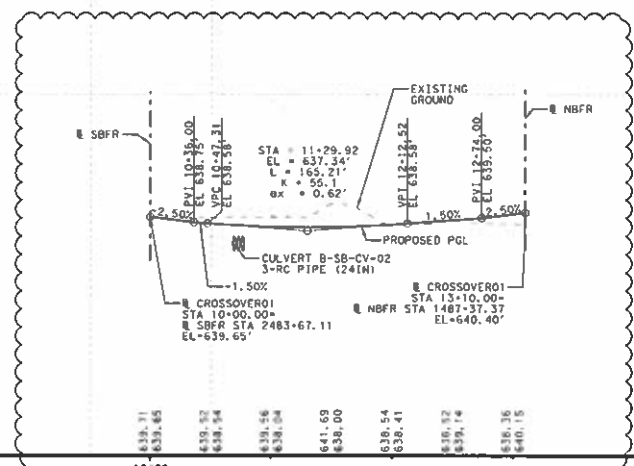
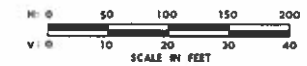
SHEET 35C

35C



- LEGEND**
- PROPERTY LINE (WILLIAMSON CENTRAL APPRAISAL DISTRICT)
 - EXISTING ROW
 - ROW
 - LEVEL-UP AND OVERLAY
 - MILL AND OVERLAY
 - WIDENING
 - PROPOSED EDGE OF PAVEMENT
 - PROPOSED RETAINING WALL
 - SAWCUT
 - TRAVEL LANE

- NOTES:**
- SEE HORIZONTAL ALIGNMENT DATA SHEETS FOR CURVE DATA AND ADDITIONAL INFO.
 - REFER TO DRAINAGE, BRIDGE AND RETAINING WALL SHEETS FOR APPLICABLE DETAILS.
 - DIMENSIONS ARE TO THE LIP OF GUTTER UNLESS NOTED OTHERWISE.
 - PROVIDE 10' LENGTH CURB HEIGHT TRANSITION AT THE BEGINNING AND END OF THE TYPE 1 CURB AND GUTTER. REFER TO STANDARD DETAILS.
 - CONTRACTOR TO VERIFY GATE LOCATION PRIOR TO PLACEMENT
- * PROVIDE 50' CROSS SLOPE TRANSITIONS FROM 2.0% TO 0.5%

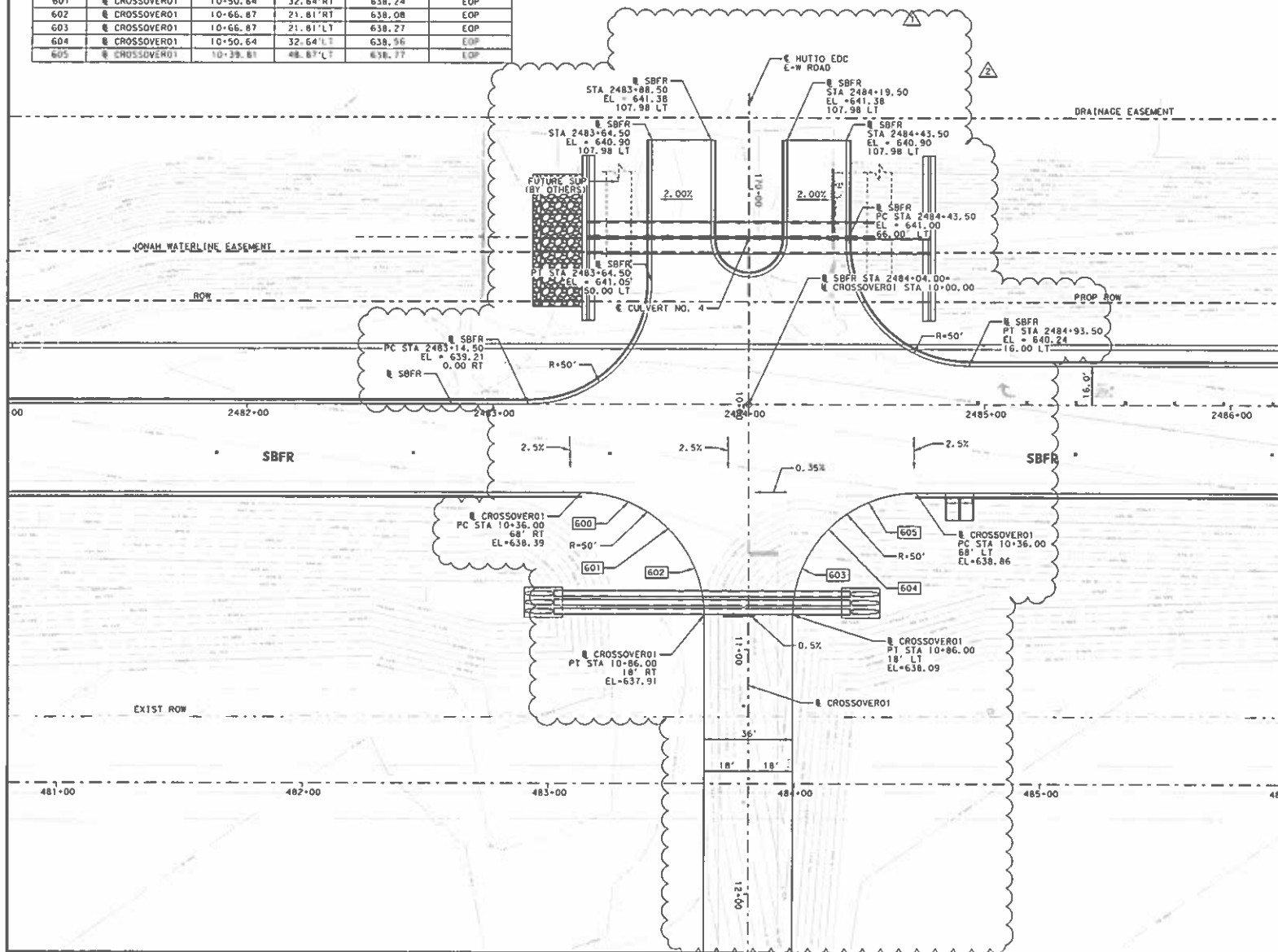


3/25/2024

WILLIAMSON COUNTY		HDR Engineering, Inc.	
710 Eastern Crossing, Suite 150 Round Rock, Texas 78681 Texas Registered Engineering Firm F-754		Texas Department of Transportation	
FM 3349			
PLAN AND PROFILE CROSSOVER 01 BEGIN TO END			
SCALE: 1"=100'		SHEET 1 OF 1	
DESIGN	KS	FEDERAL AID PROJECT NO.	FM 3349
CONTRACT	6	HIGHWAY NO.	
STATE	TEXAS	DISTRICT	AUS
COUNTY	WILLIAMSON	COUNTY	
CONTROL	SECTION	JOB	213
DATE	3/4/24	DATE	3/25/24

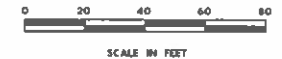
PLOT DRIVER: T100T_PDF_BN.dwg
 USER: BMD00005
 DATE: 3/22/2024 TIME: 12:04:03 PM SCALE: 1:100
 FILE: F:\OVER Roadway Plan and Profile.dwg

TABLE OF POINTS - SBFR AT CROSSOVER01					
POINT	BASELINE	STATION	OFFSET	ELEVATION	DESCRIPTION
600	CROSSOVER01	10+39.81	48.87' RT	638.38	EOP
601	CROSSOVER01	10+50.64	32.64' RT	638.24	EOP
602	CROSSOVER01	10+66.87	21.81' RT	638.08	EOP
603	CROSSOVER01	10+66.87	21.81' LT	638.27	EOP
604	CROSSOVER01	10+50.64	32.64' LT	638.56	EOP
605	CROSSOVER01	10+39.81	48.87' LT	638.77	EOP



LEGEND	
	PROPERTY LINE (WILLIAMSON CENTRAL APPRAISAL DISTRICT)
	EXISTING ROW
	LEVEL-UP AND OVERLAY
	MILL AND OVERLAY
	PROPOSED EDGE OF PAVEMENT
	PROPOSED RETAINING WALL
	SAWCUT

- NOTES:
1. SEE HORIZONTAL ALIGNMENT DATA SHEETS FOR CURVE DATA AND ADDITIONAL INFO.
 2. REFER TO DRAINAGE, BRIDGE AND RETAINING WALL SHEETS FOR APPLICABLE DETAILS.
 3. DIMENSIONS ARE TO THE LIP OF CUTTER UNLESS NOTED OTHERWISE.

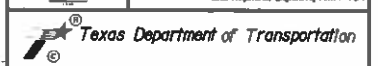


3/25/2024

1	2/21/23	CO R2	PAJ
2	5/14/24	CO R8	PAJ
REV	DATE	REVISION	APPROVED



HDR Engineering, Inc.
710 Hackberry Crossing, Suite 150
Round Rock, Texas 78681
Texas Registered Engineering Firm F-754



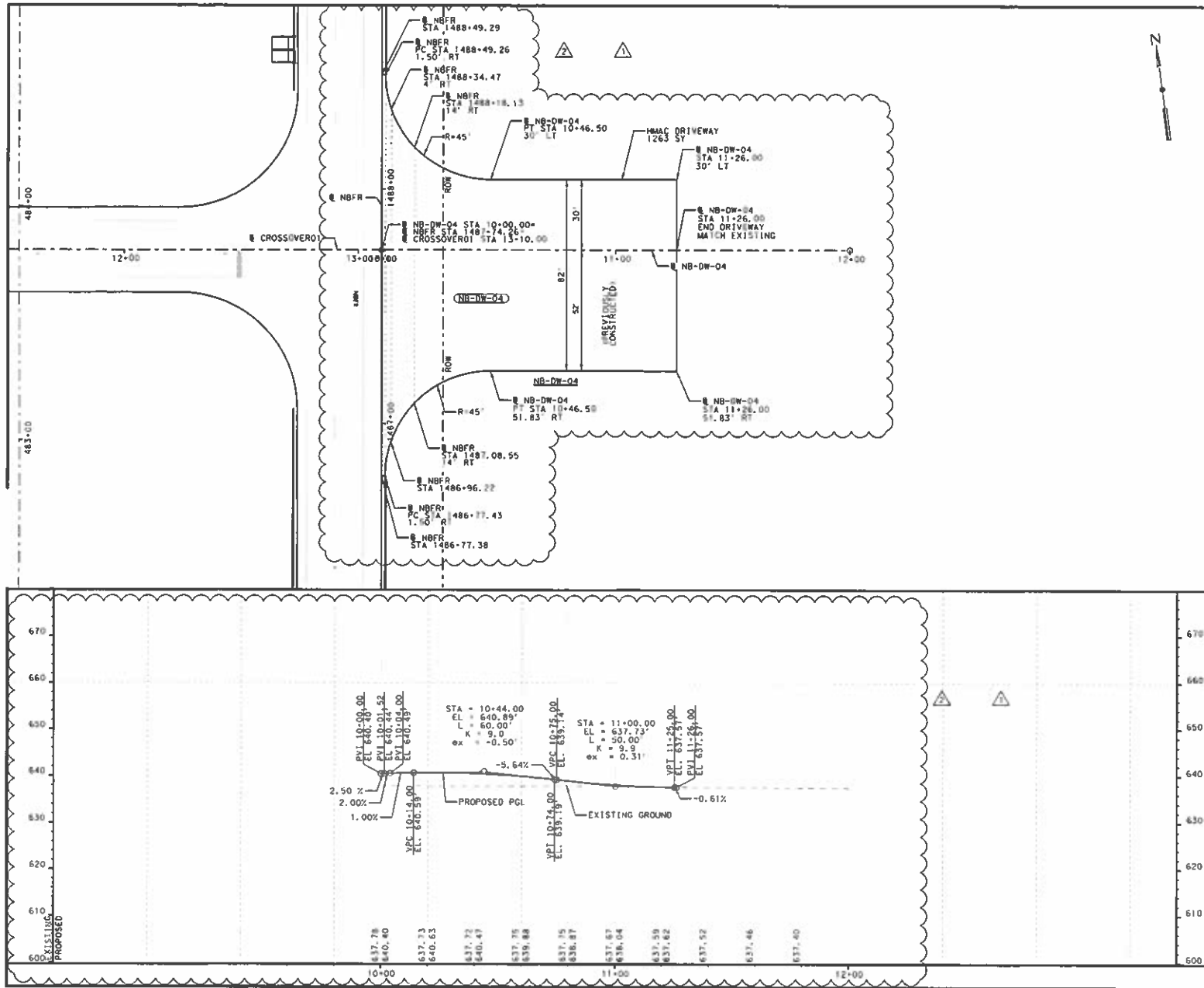
FM 3349

**INTERSECTION DETAIL
SBFR AT CROSSOVER01
AND
HUTTO EDC E-W ROAD**

SCALE: 1"=40'		SHEET 1 OF 1	
DESIGN	K.S.	FED. NO.	FM 3349
LG	6	FEDERAL AID PROJECT NO.	
CHECK	STATE	DISTRICT	COUNTY
CHECK	TEXAS	AUS	WILLIAMSON
CHECK	CONTROL	SECTION	AND
	3486	01	008, ETC

230

PLOT DRIVER: T1201.PDF_BN.DWG
USER: BAYTORRES
FILE: NB-DW-Sheet 03
PENTABLET: 10254595.DWG
DATE: 3/22/2024
TIME: 15:02:25 AM
SCALE: 1"=40'



LEGEND

- PROPERTY LINE (WILLIAMSON CENTRAL APPRAISAL DISTRICT)
- EXISTING ROW
- ROW
- LEVEL-UP AND OVERLAY
- MILL AND OVERLAY
- PROPOSED EDGE OF PAVEMENT
- PROPOSED RETAINING WALL
- TRAVEL LANE
- PROPOSED DITCH
- FLOW ARROW
- SAWCUT

NOTES:

- SEE HORIZONTAL ALIGNMENT DATA SHEETS FOR CURVE DATA AND ADDITIONAL INFO.
- REFER TO DRAINAGE, BRIDGE AND RETAINING WALL SHEETS FOR APPLICABLE DETAILS.
- DIMENSIONS ARE TO THE LIP OF GUTTER UNLESS NOTED OTHERWISE.
- SEE EROSION CONTROL SHEETS FOR RIPRAP LIMITS AND QUANTITIES.
- REFER TO DRIVEWAYS AND MAILBOX TURNOUTS STANDARD DWB-22 (AUS) (MOD) FOR FURTHER INFORMATION.

H 0 10 20 30 40
V 0 5 10 15 20
SCALE IN FEET

3/25/2024

WILLIAMSON CENTRAL APPRAISAL DISTRICT

HDR Engineering, Inc.
710 Hesters Crossing, Suite 150
Pound Rock, Texas 76681
Texas Registered Engineering Firm F-754

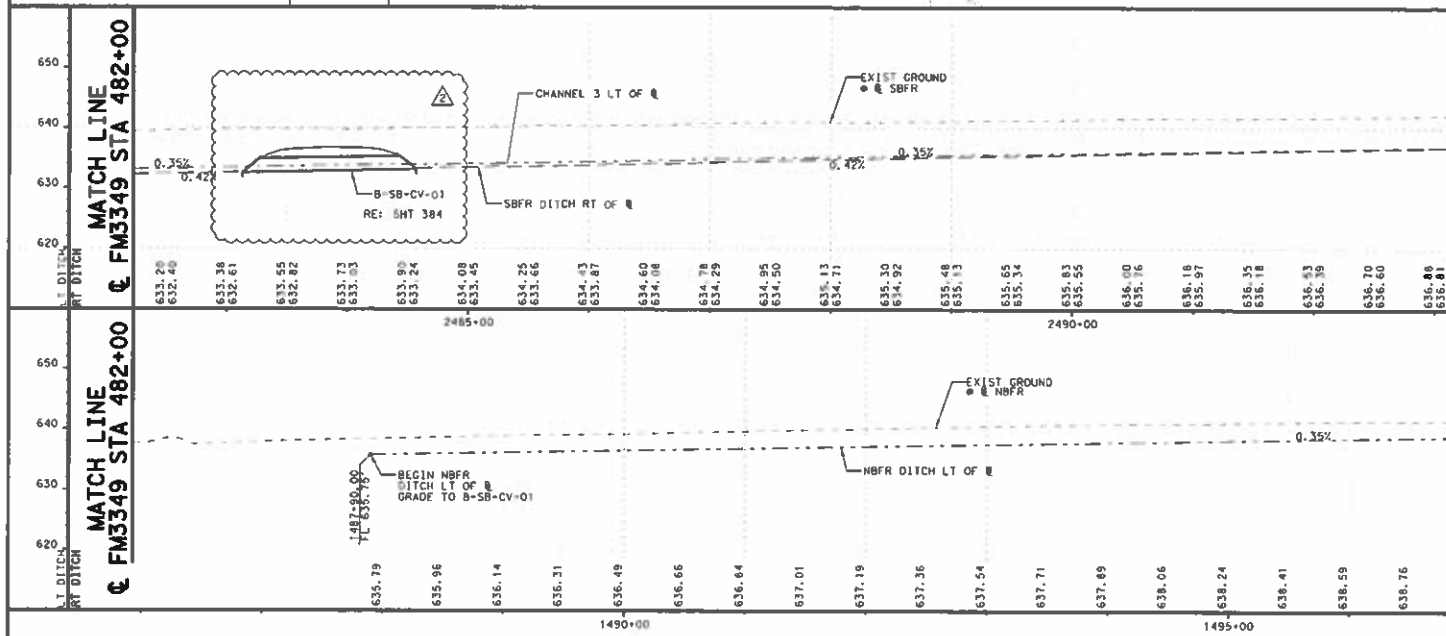
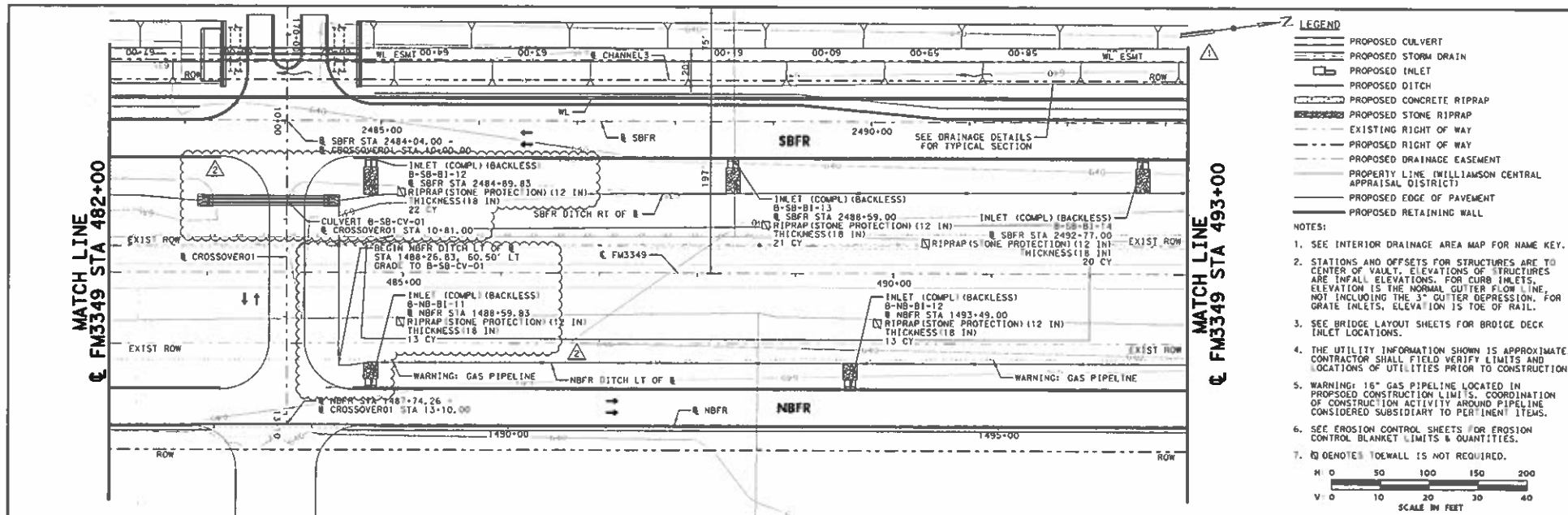
Texas Department of Transportation

**FM 3349
NB DRIVEWAY
PLAN AND PROFILE
NB-DW-04**

SCALE: 1"=20' SHEET 3 OF 5

SECTION	150' NB DIST. NO.	FEDERAL AID PROJECT NO.	PROJECT NO.
KS	6		FM 3349
GRAPHICS			
LD	STATE	DISTRICT	COUNTY
CHECK	TEXAS	AUS	WILLIAMSON
CHECK	SHEET NO.	SECTION	JOB
	3486	01	008, ETC

241A



MATCH LINE
FM 3349 STA 493+00

MATCH LINE
FM 3349 STA 482+00

STATE OF TEXAS
PHILIP A. FULON
73469
REGISTERED ENGINEER
3/25/2024

1	2/21/23	GO 02	PAT
2	3/14/24	CO 06	PAT
NO.	DATE	REVISION	APPROVED

WILLIAMSON COUNTY

HDR Engineering, Inc.
710 N. Houston Street, Suite 150
Houston, Texas 77001
Texas Registered Engineering Firm F-754

Texas Department of Transportation

FM 3349

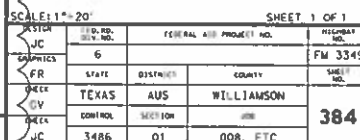
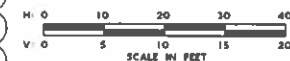
**INTERIOR DRAINAGE
PLAN AND PROFILE
STA 482+00 TO STA 493+00**

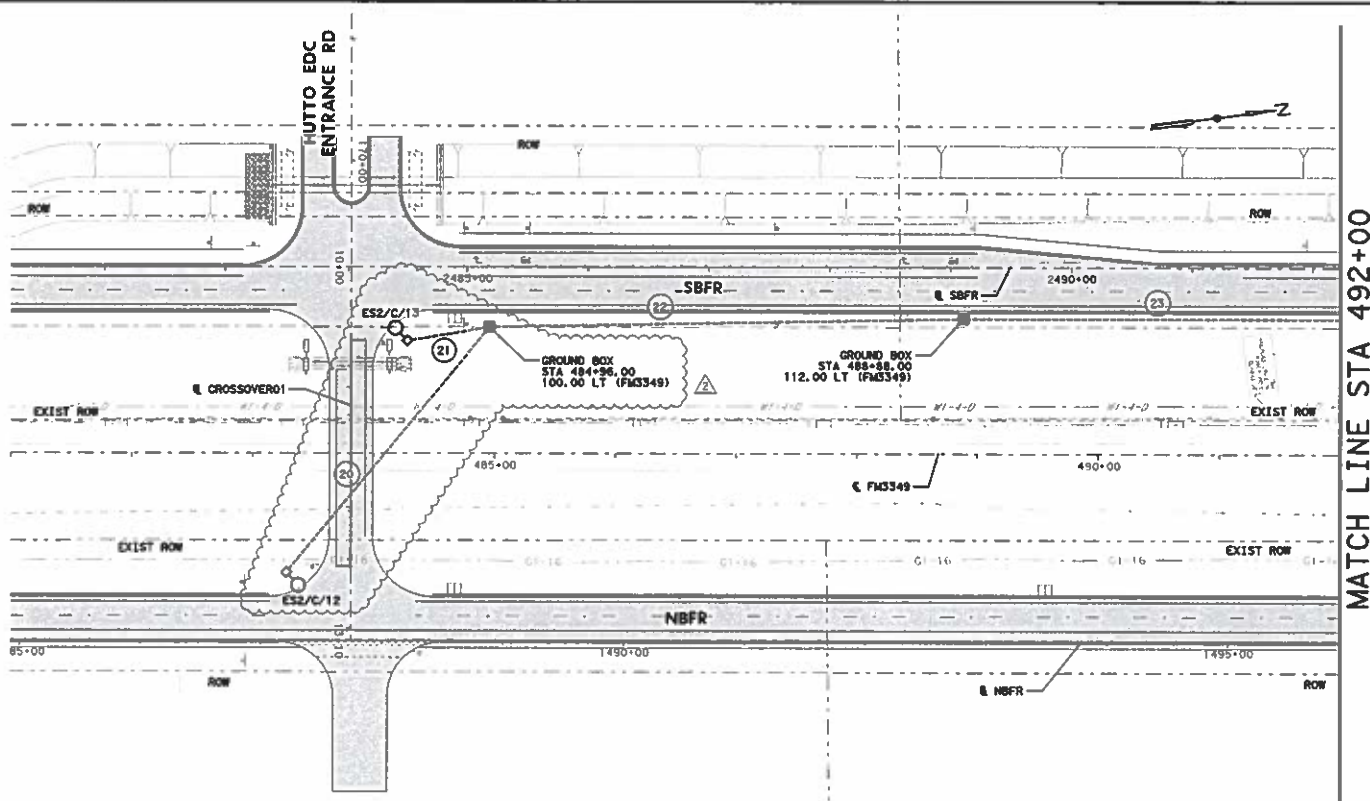
SCALE: 1"=100'

SHEET 7 OF 13

SECTION	1490+00 STATION	FEDERAL AID PROJECT NO.	WILLIAMSON NO.
KS	6		FM 3349
GRAPHICS	STATE	DISTRICT	COUNTY
SL	TEXAS	AUS	WILLIAMSON
CHCA	CONTROL	SECTION	JOB
KS	3486	01	008, ETC

354





ILLUMINATION LEGEND

- FUTURE TxDOT STANDARD ILLUMINATION ASSEMBLY, 40' MOUNTING HEIGHT, 10 FT. LUMINAIRE ARM, (1) LED LUMINAIRE (250W EQ), SHOE BASE TO BRIDGE BLISTER, TYPE III DISTRIBUTION
- FUTURE TxDOT STANDARD ILLUMINATION ASSEMBLY, 40' MOUNTING HEIGHT, 10 FT. LUMINAIRE ARM, (1) LED LUMINAIRE (250W EQ), SHOE BASE TO RETAINING WALL LIGHTING BRACKET, TYPE III DISTRIBUTION
- TxDOT STANDARD ILLUMINATION ASSEMBLY, 40' MOUNTING HEIGHT, 10 FT. LUMINAIRE ARM, (1) LED LUMINAIRE (250W EQ), TRANSFORMER BASE, TYPE III DISTRIBUTION
- TxDOT STANDARD TYPE II UNDERPASS ILLUMINATION ASSEMBLY, (1) LED LUMINAIRE (150W EQ), TYPE III DISTRIBUTION
- ELECTRICAL SERVICE ASSEMBLY, TYPE A, 240/480 VOLT, 1 PHASE, STEEL POLE
- GROUND BOX WITH APRON (NEMA 3R)
- GROUND BOX (NEMA 3R)
- JUNCTION BOX (NEMA 3R)
- DISCONNECT SWITCH (NEMA 3R)
- CONDUCTORS IN CONDUIT RUN (RIGID METAL CONDUIT)
- CONDUCTORS IN CONDUIT RUN (EMBEDDED IN BRIDGE STRUCTURE)
- CONDUCTORS IN CONDUIT RUN (TRENCH)
- CONDUCTORS IN CONDUIT RUN (BORED)
- CONDUCTORS/CONDUIT SEGMENT NO.
- ILLUMINATION ASSEMBLY DESIGNATION
- SERVICE POINT CIRCUIT DESIGNATION

SERVICE	CIRCUIT	SEGMENT NO.	SEGMENT LENGTH (LF)	CONDUCTORS AND CONDUIT SUMMARY			NOTES
				CONDUIT (LF)	CONDUCTORS (LF)		
				0618-6073 2" PVC SCH 40	0620-6007 #8 BARE (GROUND) #8 XHHW (POWER)	0620-6008 #8 XHHW (POWER)	
ES2	C	20	264	1 X 264 = 264	1 X 269 = 269	2 X 269 = 538	
ES2	C	21	69	1 X 69 = 69	1 X 74 = 74	2 X 74 = 148	
ES2	C	22	400	1 X 400 = 400	1 X 405 = 405	2 X 405 = 810	
ES2	C	23	312	1 X 312 = 312	1 X 317 = 317	2 X 317 = 634	
SHEET TOTAL				1045	1065	2130	

SERVICE	POLE NO.	CIRCUIT	STATION	OFFSET	ASSEMBLY TYPE	NOTES
ES2	12	C	483+28.00	99.00 RT (FM3349)	TYPE SA 40 T-10 (250W EQ) LED	
ES2	13	C	484+28.00	93.75 LT (FM3349)	TYPE SA 40 T-10 (250W EQ) LED	

ITEM	DESCRIPTION	UNIT	QTY
0416 6079	DRILL SHAFT (RDY ILL POLE) (30 IN)	LF	16
0432 6001	RIPRAP (CONC) 14 IN	CY	1.26
0610 6216	1N RD L-117 5A3 401-10 1750W EQ LED	EA	2
0618 6073	CONDUIT (PVC) (SCH 40) (2")	LF	1045
0620 6007	ELEC CONDN (NO. 8) BARE	LF	1065
0620 6008	ELEC CONDN (NO. 8) INSULATED	LF	2130
0624 6002	GROUND BOX TY A (122311)W/APRON	EA	2

GENERAL NOTES:

- ALL WORK SHALL BE COMPLETED ACCORDING TO THE MOST CURRENT TxDOT STANDARDS, UTILITY COMPANY STANDARDS, AND THE NATIONAL ELECTRIC CODE.
- THE CONTRACTOR SHALL VERIFY WITH THE UTILITY COMPANIES THE EXACT LOCATION OF EXISTING/PROPOSED UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION TO AVOID CONFLICT OR DAMAGE TO THE UTILITIES. THE CONTRACTOR SHALL SEEK THE APPROVAL OF THE ENGINEER AND ADJUST THE OFFSETS TO AVOID DAMAGE TO THE EXISTING/PROPOSED UTILITIES.
- REFER TO ILLUMINATION SUMMARIES, SCHEMATICS, AND TxDOT STANDARDS FOR ADDITIONAL INFORMATION.
- SHOULD ABOVE GROUND NEMA 3R JUNCTION BOXES SHALL NOT BE PAID FOR DIRECTLY, BUT SHALL BE SUBSTANTIAL TO THE VARIOUS BID ITEMS.
- PROVIDE CONDUIT EXPANSION AND DEFLECTION COUPLING PRIOR TO ENTERING BRIDGE MOUNTED JUNCTION BOX FOR TRANSITION FROM UNDERGROUND CONDUIT TO BRIDGE EMBEDDED CONDUIT. COUPLING SHALL ALLOW FOR A MAXIMUM OF 4" HORIZONTAL AND VERTICAL MOVEMENT.
- REFER TO BRIDGE DRAWINGS FOR EXACT LOCATION OF BRIDGE MOUNTED ILLUMINATION ASSEMBLIES AND ASSOCIATED INSTALLATION DETAILS.

		2/21/23 3/14/24 00 42 00 09 00/15/00		PAF APPROVED
				HDR Engineering, Inc. 710 Hedders Crossing, Suite 150 Round Rock, Texas 78681 Texas Registered Engineering Firm F-754
Texas Department of Transportation				
FM 3349				
ILLUMINATION PLAN				
STA 481+00 TO STA 492+00				
SCALE: 1"=100' SHEET 4 OF 11				
FEDERAL AID DIST. NO. 6	FEDERAL AID PROJECT NO. 3486	DISTRICT AUS	COUNTY WILLIAMSON	HIGHWAY NO. FM 3349
CHECK TEXAS	CONTROL 01	SECTION 008, ETC.	JOB 701	SHEET NO. 701

From: Kyle Oldham
To: Asif Mirzazada; Gary Couch; Joshua Hazlewood; Dalimar Rosario
Cc: 61272_FM3349AtUS79; Oscar Salazar-Bueno; Steven Shull; David Thornhill; Trevor Dare; Brian Chaffe
Subject: RE: FM3349: COH Megasite Spine Road - Revised Driveway Plans
Date: Monday, March 11, 2024 4:15:29 PM
Attachments: image007.png
image008.png
image009.png
image010.png
image011.png
image012.png
image013.png

External Email: Use caution when clicking on links, replying, or opening attachments.

Asif-

With HNTB's verbal direction earlier today, we will proceed with OPTION B stated below at 96' LF total relocated. PSC crews began this morning on the work. Please confirm.

12 ea 6' middle boxes= 72'

4 @a 6' end boxes= 16'

=96' x \$376.38 = \$36,132.48

Please proceed with Change Order so we can potentially get on this month's estimate.

Thanks!

-Kyle

From: Kyle Oldham

Sent: Tuesday, March 5, 2024 12:07 PM

To: Asif Mirzazada <amirzazada@hntb.com>; Gary Couch <gcouch@prim.com>; Joshua Hazlewood <jhazlewood@prim.com>; Dalimar Rosario <drosario@prim.com>
Cc: 61272_FM3349AtUS79 <61272_FM3349AtUS79@HNTB.com>; Oscar Salazar-Bueno <osalazarbueno@HNTB.com>; Steven Shull <sshull@HNTB.com>; David Thornhill <dthornhill@HNTB.com>; Trevor Dare <tdare@HNTB.com>; Brian Chaffe <bchaffe@prim.com>

Subject: RE: FM3349: COH Megasite Spine Road - Revised Driveway Plans

Importance: High

Asif-

OPTION A

New 6x6 RCB install

\$760/LF (same as CO#7 price)

\$760x96' = \$72,960 total

6 week lead time on boxes

OPTION B

Relocate existing boxes (estimated 112 LF (96' straight boxes & 16' end pcs))

\$376.38/LF

\$376.38x112' = \$42,154.97 total

Crews can begin this upon completion of Culvert 3 (3-4 days)

Please advise.

Thanks.

Kyle Oldham

Project Manager

12365 US 79 S.

Taylor, TX 76574

O: (254) 939-8610

C: (254) 444-0974

www.prim.com

PSC_Email_2016



"No business objective is so important that it will be pursued at the sacrifice of safety."

From: Asif Mirzazada <amirzazada@hntb.com>

Sent: Saturday, February 24, 2024 10:37 AM

To: Kyle Oldham <koldham@prim.com>; Gary Couch <gcouch@prim.com>

Cc: 61272_FM3349AtUS79 <61272_FM3349AtUS79@HNTB.com>; Oscar Salazar-Bueno <osalazarbueno@HNTB.com>; Steven Shull <sshull@HNTB.com>; David Thornhill <dthornhill@HNTB.com>; Trevor Dare <tdare@HNTB.com>

Subject: RE: FM3349: COH Megasite Spine Road - Revised Driveway Plans

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you have verified the sender and know the content is safe! If this message is suspicious, please use the **Report Phish** button to notify IT.

Kyle,

We've considered this option, but on-site evaluation determined that it's best not to disturb the south end since it's already grouted. Although this option seems quick and cost-effective, I'll check with the EOR to get his recommendation if you believe we should proceed in this direction. Excavating on the sides and remove the flowable fill so that the boxes can be pulled off and moved to the north end of the line would not be too challenging I believe.

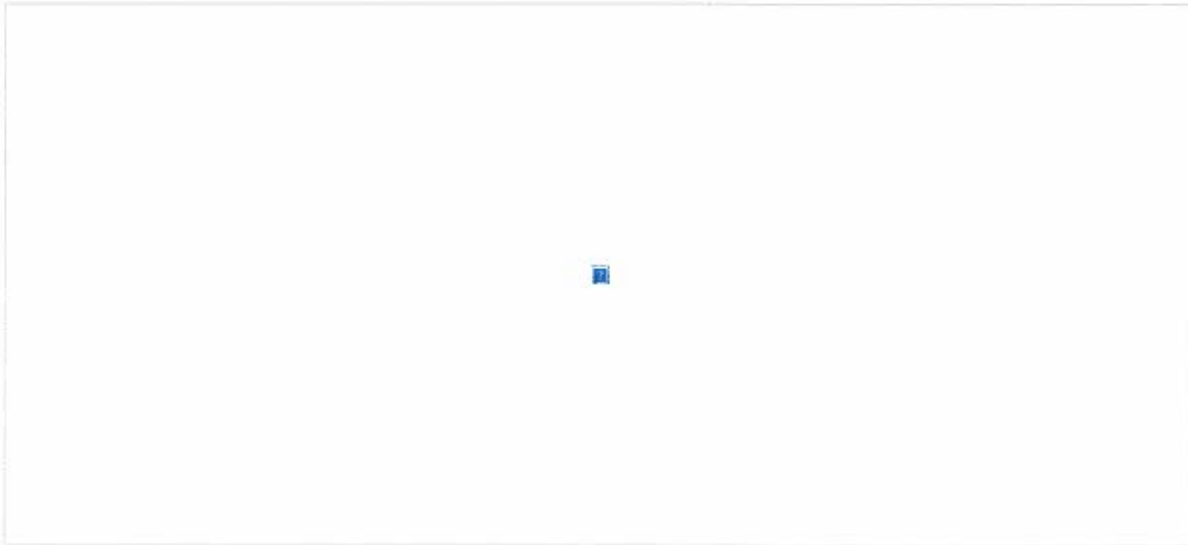
Thank you.

Asif Mirzazada
Sr. Field Engineer
Williamson County Road Bond Program
Mobile (512) 987-9179 Email amirzazada@hntb.com

From: Kyle Oldham <koldham@prim.com>
Sent: Friday, February 23, 2024 5:04 PM
To: Asif Mirzazada <amirzazada@hntb.com>, Gary Couch <gcouch@prim.com>
Cc: 61272_FM3349AtUS79 <61272_FM3349AtUS79@HNTB.com>; Oscar Salazar-Bueno <osalazarbueno@HNTB.com>; Steven Shull <sshull@HNTB.com>; David Thornhill <dthornhill@HNTB.com>; Trevor Dare <tdare@HNTB.com>
Subject: RE: FM3349: COH Megasite Spine Road - Revised Driveway Plans

External Email: Use caution when clicking on links, replying, or opening attachments

Simple illustration....



From: Kyle Oldham
Sent: Friday, February 23, 2024 5:01 PM
To: Asif Mirzazada <amirzazada@hntb.com>; Gary Couch <gcouch@prim.com>
Cc: 61272_FM3349AtUS79 <61272_FM3349AtUS79@HNTB.com>; Oscar Salazar-Bueno <osalazarbueno@HNTB.com>; Steven Shull <sshull@HNTB.com>; David Thornhill <dthornhill@HNTB.com>; Trevor Dare <tdare@HNTB.com>
Subject: RE: FM3349: COH Megasite Spine Road - Revised Driveway Plans

Asif-

Is HNBT opposed to the idea of removing the south end boxes by the needed 35' and relocating them to the north end? Reusing the end pieces on both sides. Essentially eliminating the need to purchase new boxes... perhaps.

I have not put any calls to paper on if it would work with the spacing yet, just thinking out loud to see if it is an option. I have spoke to Perry, the foreman installing it, and he said it can be done.

Something to think about and let me know your thoughts.

From: Asif Mirzazada <amirzazada@hntb.com>
Sent: Friday, February 23, 2024 2:17 PM
To: Kyle Oldham <koldham@prim.com>; Gary Couch <gcouch@prim.com>
Cc: 61272_FM3349AtUS79 <61272_FM3349AtUS79@HNTB.com>; Oscar Salazar-Bueno <osalazarbueno@HNTB.com>; Steven Shull <sshull@HNTB.com>; David Thornhill <dthornhill@HNTB.com>; Trevor Dare <tdare@HNTB.com>
Subject: FM3349: COH Megasite Spine Road - Revised Driveway Plans

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Kyle,

Attached is the preliminary plans for the revised COH spine road driveway. We have estimated installing two runs of 48 feet, totaling 96 linear feet (12 segments of 8-

footers). The plans contain sufficient information for box ordering. Please review and let us know if you have any questions. I am expecting to get the final plans early next week.

Thank you,

Asif Mirzazade

Sr. Field Engineer

Williamson County Road Bond Program

Mobile (512) 987-9179 Email amirzazade@hntb.com

HNTB CORPORATION

101 E. Old Settlers Blvd., Ste. 225 | Round Rock, TX 78664 | hntb.com

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Note: This email originated from outside our organization. Be cautious when opening Links and Attachments that you were not expecting.

This e-mail and any files transmitted with it are confidential and are intended solely for the use of the individual or entity to whom they are addressed. If you are NOT the intended recipient and receive this communication, please delete this message and any attachments. Thank you.

Note: This email originated from outside our organization. Be cautious when opening Links and Attachments that you were not expecting.

Commissioners Court - Regular Session**46.****Meeting Date:** 04/16/2024

24IFB15 Liberty Hill Bypass - Change Order #1 (Lowering Existing Water Line)

Submitted By: Julissa Vasquez, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider, and take appropriate action regarding Change Order No. 1 in the amount of \$29,260.00 for Project 24IFB15 Liberty Hill Bypass (Chasco Constructors) P: 346 Funding Source: Road Bond.

Background

This Change Order compensates the Contractor for lowering and encasing existing water service lines to the Williamson County Adult Probation Center and Parcel 41. The service lines will be lowered and encased 2 and ½ feet below finish grade of the ditches. This will allow for water service to be maintained across the proposed roadway, allows the lines to be removed if needed for any repairs and will not compromise the roadway structure if they do need future repairs. Please see the attached Change Order for additional details.

This Change Order results in a net increase of \$29,260.00 to the Contract amount, for an adjusted Contract total of \$14,178,709.00. The original Contract amount was \$14,149,449.00. As a result of this and all Change Orders to-date, \$29,260.00 has been added to the Contract, resulting in an .21% net increase in the Contract cost. No additional days will be added to or deducted from the Contract as a result of this Change Order.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

24IFB15 Liberty Hill Bypass - CO#1

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Julissa Vasquez

Final Approval Date: 04/11/2024

Reviewed By

Becky Pruitt

Date

04/11/2024 11:24 AM

Started On: 04/10/2024 11:43 AM

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 1

1. CONTRACTOR: Chasco Constructors
2. Change Order Work Limits: Sta. 408+00 to Sta. 431+00
3. Type of Change(on federal-aid non-exempt projects): Minor (Major/Minor)
4. Reasons: 2G (3 Max. - In order of importance - Primary first)

Project: 24IFB15

Roadway: LH Bypass

CSJ Number: _____

5. Describe the work being revised:

2. Differing Site Conditions (unforeseeable) 2G: Unadjusted utility (unforeseeable): This Change Order compensates the Contractor for lowering and encasing existing water service lines to the Williamson County Adult Probation Center and Parcel 41. The service lines will be lowered and encased 2 and ½ feet below finish grade of the ditches. This will allow for water service to be maintained across the proposed roadway, allows the lines to be removed if needed for any repairs and will not compromise the roadway structure if they do need future repairs.

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).

<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> THE CONTRACTOR Date <u>4/2/2024</u> By <u>[Signature]</u> Typed/Printed Name <u>Charles King</u> Typed/Printed Title <u>CFO / VP</u>	The following information must be provided Time Ext. #: <u>0</u> Days added on this CO: <u>0</u> Amount added by this change order: <u>\$29,260.00</u>
--	--

RECOMMENDED FOR EXECUTION:

[Signature] 4/10/2024
Project Manager Date

N/A
Design Engineer Date

Christen Eschberger 4/11/2024
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: 1

Project # 24IFB15

TABLE A: Force Account Work and Materials Placed into Stock

[illegible]

TABLE B: Contract Items:

[illegible]

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

**Liberty Hill Bypass
Williamson County Project No. 24IFB15**

Change Order No. 1

Reason for Change

This Change Order compensates the Contractor for lowering and encasing existing water service lines to the Williamson County Adult Probation Center and Parcel 41. The service lines will be lowered and encased 2 and ½ feet below finish grade of the ditches. This will allow for water service to be maintained across the proposed roadway, allows the lines to be removed if needed for any repairs and will not compromise the roadway structure if they do need future repairs.

Following is a summary of new items required for this Change Order.

ITEM	DESCRIPTION	QTY	UNIT
999-WC02	LOWER 2IN WATER LINE	190	LF
999-WC03	LOWER 1IN WATER LINE	95	LF
999-WC04	INSTALL 4IN SCH 80 PVC SLEEVE	285	LF

This Change Order results in a net increase of \$29,260.00 to the Contract amount, for an adjusted Contract total of \$14,178,709.00. The original Contract amount was \$14,149,449.00. As a result of this and all Change Orders to-date, \$29,260.00 has been added to the Contract, resulting in an .21% net increase in the Contract cost. No additional days will be added to or deducted from the Contract as a result of this Change Order.

HNTB Corporation

Oscar Salazar-Bueno, P.E.

Commissioners Court - Regular Session**47.****Meeting Date:** 04/16/2024

22IFB110 Southwest Bypass Extension - Change Order #4 (Additional Signs)

Submitted By: Julissa Vasquez, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider, and take appropriate action regarding Change Order No. 4 in the amount of \$4,305.00 for Project 22IFB110 SW Bypass Ext. (Joe Bland Construction) P: 352 Funding Source: Road Bond.

Background

This Change Order adds a “T” intersection sign across from SW Bypass on SH 29 and replaces the solid signal globes with left turn and right turn arrows on northbound SW Bypass at SH 29 per the request of The City of Georgetown and TxDOT to prevent motorists from inadvertently driving into the property north of the intersection. Please see attached Change Order for additional details.

This Change Order results in a net increase of \$4,305.00 to the Contract amount, for an adjusted Contract total of \$3,901,716.23. The original Contract amount was \$4,288,543.00. As a result of this and all Change Orders to-date, \$386,826.77 has been deducted from the Contract, resulting in an 9.02% net decrease in the Contract cost. No additional days will be added to or deducted from the Contract as a result of this Change Order.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

22IFB110-SWBypassExtension-CO#4

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Julissa Vasquez

Final Approval Date: 04/11/2024

Reviewed By

Becky Pruitt

Date

04/11/2024 11:22 AM

Started On: 04/01/2024 10:10 AM

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 4

1. CONTRACTOR: Joe Bland Construction

2. Change Order Work Limits: Sta. 9+53.38 to Sta. 43+05.18

3. Type of Change(on federal-aid non-exempt projects): Minor (Major/Minor)

4. Reasons: 2I (3 Max. - In order of importance - Primary first)

Project: 22IFB110

Roadway: SW Bypass Ext.

CSJ
Number: 0337-01-049

5. Describe the work being revised:

2I. Additional safety needs (unforeseeable). This Change Order adds a "T" intersection sign and switches the solid signal globes to arrows at the intersection of SW Bypass and SH 29 per the request of the City of Georgetown and TxDOT to address the safety concerns of the traveling public and the land owner on the north side of SH 29.

6. Work to be performed in accordance with Items: See Attached

7. New or revised plan sheet(s) are attached and numbered: N/A

8. New Special Provisions/Specifications to the contract are attached: ☐ Yes ☒ No

9. New Special Provisions to Item N/A No. N/A, Special Specification Item N/A are attached.

Each signatory hereby warrants that each has the authority to execute this Change Order (CO).

The contractor must sign the Change Order and, by doing so, agrees to waive any and all claims for additional compensation due to any and all other expenses; additional changes for time, overhead and profit; or loss of compensation as a result of this change.

THE CONTRACTOR Date 3/25/2024

By Kyle Klusmann

Typed/Printed Name Kyle Klusmann

Typed/Printed Title Project Mgr.

The following information must be provided

Time Ext. #: 0 Days added on this CO: 0

Amount added by this change order: \$4,305.00

RECOMMENDED FOR EXECUTION:

[Signature] 3/25/2024
Project Manager Date

N/A
Design Engineer Date

Christen Eschberger 4/3/2024
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: 4

Project # 22IFB110

TABLE A: Force Account Work and Materials Placed into Stock[illegible]**TABLE B: Contract Items:**

				ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
644-WC01	IN SM RD SN SUP&AM TY10 BWG (1) SA (T-2EXT)	EA	\$2,572.50	0.00	\$0.00	1.00	1.00	\$2,572.50	\$2,572.50
999-WC07	SIGNAL GLOBE REPLACEMENTS TO ARROWS	EA	\$288.75	0.00	\$0.00	6.00	6.00	\$1,732.50	\$1,732.50
TOTALS					\$0.00			\$4,305.00	\$4,305.00

CHANGE ORDER REASON(S) CODE CHART

1. Design Error or Omission	1A. Incorrect PS&E 1B. Other
2. Differing Site Conditions (unforeseeable)	2A. Dispute resolution (expense caused by conditions and/or resulting delay) 2B. Unavailable material 2C. New development (conditions changing after PS&E completed) 2D. Environmental remediation 2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9) 2F. Site conditions altered by an act of nature 2G. Unadjusted utility (unforeseeable) 2H. Unacquired Right-of-Way (unforeseeable) 2I. Additional safety needs (unforeseeable) 2J. Other
3. County Convenience	3A. Dispute resolution (not resulting from error in plans or differing site conditions) 3B. Public relations improvement 3C. Implementation of a Value Engineering finding 3D. Achievement of an early project completion 3E. Reduction of future maintenance 3F. Additional work desired by the County 3G. Compliance requirements of new laws and/or policies 3H. Cost savings opportunity discovered during construction 3I. Implementation of improved technology or better process 3J. Price adjustment on finished work (price reduced in exchange for acceptance) 3K. Addition of stock account or material supplied by state provision 3L. Revising safety work/measures desired by the County 3M. Other
4. Third Party Accommodation	4A. Failure of a third party to meet commitment 4B. Third party requested work 4C. Compliance requirements of new laws and/or policies (impacting third party) 4D. Other
5. Contractor Convenience	5A. Contractor exercises option to change the traffic control plan 5B. Contractor requested change in the sequence and/or method of work 5C. Payment for Partnering workshop 5D. Additional safety work/measures desired by the contractor 5E. Other
6. Untimely ROW/Utilities	6A. Right-of-Way not clear (third party responsibility for ROW) 6B. Right-of-Way not clear (County responsibility for ROW) 6C. Utilities not clear 6D. Other

Williamson County Road Bond Program

**Southwest Bypass Extension
Williamson County Project No. 22IFB110**

Change Order No. 4

Reason for Change

This Change Order adds a “T” intersection sign across from SW Bypass on SH 29 and replaces the solid signal globes with arrows on northbound SW Bypass at SH 29 per the request of The City of Georgetown and TxDOT to address safety concerns from the traveling public and the property owner on the North side of SH 29.

Following is a summary of new items required for this Change Order.

ITEM	DESCRIPTION	QTY	UNIT
644-WC01	IN SM RD SN SUP&AM TY10 BWG (1) SA (T-2EXT)	1.0	EA
999-WC07	LED SOLID GLOBES SWITCHED TO ARROWS	6.0	EA

This Change Order results in a net increase of \$4,305.00 to the Contract amount, for an adjusted Contract total of \$3,901,716.23. The original Contract amount was \$4,288,543.00. As a result of this and all Change Orders to-date, \$386,826.77 has been deducted from the Contract, resulting in an 9.02% net decrease in the Contract cost. No additional days will be added to or deducted from the Contract as a result of this Change Order.

HNTB Corporation

Oscar Salazar-Bueno, P.E.

AUSTIN TRAFFIC SIGNAL CONSTRUCTION COMPANY, INC.

Ph. (512) 255-9951
Fax (512) 255-0146

P.O. Box 130
Round Rock, Texas 78680

January 30, 2024

CHANGE ORDER PROPOSAL

PROJECT: SW BYPASS- LED & SIGN

Item No.	Bid Item Description	Unit of Measure	Approx. Quantities	AMOUNT	
1	LED CHANGE OUTS	EA	6	\$275.00	\$1,650.00
2	GROUND MOUNT SIGN - 14' X 7'	EA	1	\$0,000.00	\$0,000.00

TOTAL ~~\$0,950.00~~

Edward Schroeder 512-255-9951 ext 114

Total: \$1,650.00
5% Mark-up for sub work: \$82.50
Grand Total: \$1,732.50

TRP CONSTRUCTION GROUP, LLC.

QUOTE

1127 OLD BASTROP HWY
AUSTIN , TX 78742
512-990-9525 512-990-0336 FAX 512-695-4660 MOBILE
lee@trpconstructiongroup.com

Job Specifications

Bid Date: 6/23/2022
Project: SOUTHWEST BYPASS EXTENSION
PRECINT NUMBER 3 CSJ 0337-01-221FB110

ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL
CHANGE ORDER					
644-6005	IN SM RD SN SUP&AM TY10BWG (1) SA(T-2EXT)	EA	1	\$1,250.00	\$1,250.00
1	MOBILIZATION FEE	EA	1	\$1,200.00	\$1,200.00
				PI TOTAL	\$2,450.00
SUBTOTAL					\$2,450.00

Total: ~~\$2,450.00~~

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 two weeks for manufacturing of signs and mounts prior to installation date.
- *Price is based on one mobilization. Each additional will be billed at \$1200.00
- * Rate excludes flashing beacons

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 Lee Vanover 3 Date 6/20/2022
OPERATIONS MANAGER
TRP CONSTRUCTION GROUP,LLC.

Accepted by _____

Title _____ Date _____

Commissioners Court - Regular Session**48.****Meeting Date:** 04/16/2024

Chandler Rd Ext HZ PSA Amendment 01

Submitted By: Marie Walters, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on a Contract Amendment No. 1 to the Chandler Road Extension design contract between Williamson County and Huitt-Zollars, Inc. relating to the 2013 Road Bond Program.
Project: P294 Fund Source: Road Bonds

Background

The Huitt-Zollars, Inc. Contract Amendment No. 1 increases the compensation cap by \$400,000.00 from \$700,000.00 to \$1,100,000.00 to allow for the execution of a SWA to revise schematic alignments to match new typical section and for the southern end to tie into US 79 in-line with existing FM 619 at the Union Pacific Railroad tracks. No other changes are proposed at this time.

Fiscal Impact

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

Attachments

ChandlerRdExt-HZ-Amendment01

ChandlerRdExt-HZ-WA01Supp07

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Marie Walters

Final Approval Date: 04/04/2024

Reviewed By

Becky Pruitt

Date

04/04/2024 01:07 PM

Started On: 04/03/2024 04:38 PM

CONTRACT AMENDMENT NO. 1
TO
WILLIAMSON COUNTY CONTRACT FOR
ENGINEERING SERVICES

**WILLIAMSON COUNTY ROAD BOND PROJECT: CHANDLER ROAD
EXTENSION (CORRIDOR B3) CORRIDOR PLANNING STUDIES ("Project")**

THIS CONTRACT AMENDMENT NO. 01 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 **Huitt-Zollars, 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 June 4, 2019 (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 \$ 700,000; and,

WHEREAS, it has become necessary to amend the Contract.

AGREEMENT

NOW, THEREFORE, premises considered, the County and the Engineer agree that the Contract is amended as follows:

- I. The Compensation Cap under Article 5 of the Contract is hereby increased from \$700,000 to \$1,100,000.

All other terms of the Contract are unchanged and will remain in full force and effect.

IN WITNESS WHEREOF, the County and the Engineer have executed this Contract Amendment, to be effective as of the date of the last party's execution below.

ENGINEER:

By: Rey Gonzalez
Signature

Rey Gonzalez
Printed Name

Vice President
Title

3/29/24
Date

COUNTY:

By: _____
Signature

Printed Name

Title

Date

APPROVED
By Christen Eschberger at 11:56 am, Apr 04, 2024

SUPPLEMENTAL WORK AUTHORIZATION NO. 7
TO
WORK AUTHORIZATION NO. 1

WILLIAMSON COUNTY ROAD BOND PROJECT:
CHANDLER ROAD EXTENSION (CORRIDOR B3)
CORRIDOR PLANNING STUDIES

This Supplemental Work Authorization No. 7 to Work Authorization No. 1 is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated June 4, 2019 ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Huitt-Zollars, Inc. (the "Engineer").

WHEREAS, the County and the Engineer executed Work Authorization No. 1 dated effective July 8, 2019 (the "Work Authorization");

WHEREAS, pursuant to Article 14 of the Contract, amendments, changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization; and

WHEREAS, it has become necessary to amend, change and modify the Work Authorization.

AGREEMENT

NOW, THEREFORE, premises considered, the County and the Engineer agree that the Work Authorization shall be amended, changed and modified as follows:

- I. The Services to be Provided by the Engineer that were set out in the original Attachment "B" of the Work Authorization are hereby amended, changed and modified as shown in the attached revised Attachment "B-1" (must be attached).
- II. The maximum amount payable for services under the Work Authorization is hereby increased from \$688,827.00 to \$1,088,057.00, reflecting an increase of \$399,230.00. The revised Fee Schedule is attached hereto as Attachment "D" (must be attached).
- III. The Work Authorization shall terminate on April 30, 2025. The Services to be Provided by the Engineer shall be fully completed on or before said date unless extended by an additional Supplemental Work Authorization. The revised Work Schedule is attached hereto as Attachment "C" (must be attached).

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.

By Christen Eschberger at 11:56 am, Apr 04, 2024

ATTACHMENT B-1
SUPPLEMENTAL SERVICES TO BE PROVIDED BY THE
ENGINEER
PRELIMINARY ENGINEERING FOR CHANDLER ROAD

PROJECT DESCRIPTION

This supplemental work authorization (SWA) amends and revises the original work authorization (WA) Chandler Road Extension (Corridor B3) project. SWA07 to WA01 includes the following (please note, all work through SWA04 was near completion when work was stopped by the County on 9/28/22):

- Revising plan view schematic alignments to match new typical section, in addition to revising the southern end of the alignment to tie into U.S. 79 such that it is in line with existing FM 619 at the Union Pacific railroad tracks. A summary of the changes is noted below:
 - Reduce ROW width from 350' to 227'.
 - Reduce inside shoulders of main lanes from 2-8' shoulders to 2-6' shoulders.
 - Move all frontage roads from being 67' from the outside shoulder of the main lanes to 6' from the outside shoulder of the main lanes.
 - Revise all proposed direct connectors, entrance, and exit ramps to/from main lanes and frontage roads.
 - Add a 10' shared-use path (SUP) on both sides of the controlled access facility (no SUP was included in the original typical section).
 - Revise the southern end of the alignment to tie into U.S. 79 such that it is in line with existing FM 619 at the Union Pacific railroad tracks.
 - Revise existing FM 619 alignment north of U.S. 79 to tie perpendicularly into new Chandler Road alignment.
- Revising conceptual schematic profiles. Below is a summary of the changes:
 - Where alignment remains unchanged, review profiles of main lanes to verify no adjustments needed for reduced inside shoulder widths.
 - Where southern end of alignment is revised to tie into U.S. 79 at FM 619 as described previously, revise profiles accordingly.
 - Produce preliminary profile of new FM 619 alignment north of U.S. 79 as described previously.
 - Revise all frontage road profiles for new locations closer to the main lanes.
 - Revise all direct connector, entrance, and exit ramp profiles.
- Revising cross-sections. A summary of the changes is noted below:
 - Revise all cross-section templates based on new typical section, horizontal geometry, and vertical geometry.
 - Revise all corridor models.
 - Produce updated cross-sections.
- Note, this scope presumes the following:

- The project will follow the same greenfield alignment as shown on the previously agreed upon schematic, dated 5/27/21, with the exception that the southern end of the alignment is to tie into U.S. 79 such that it is in line with existing FM 619 at the Union Pacific railroad tracks.
- The project will tie into existing S.H. 95 as shown on the previously agreed upon schematic, dated 5/27/21.
- The profile of the 10' SUP's is to follow the profile of the adjacent frontage road. No separate profiles of the SUP's will be required.

The additional work resulting from these modifications are outlined below.

1. PROJECT MANAGEMENT

The project management scope of work and associated fees have been modified based on the following:

- a. COMMUNICATION
 - No additional work under this SWA.
- b. MONTHLY PROGRESS REPORTS, INVOICES, AND BILLINGS
 - Prepare correspondence, invoices, and progress reports on a monthly basis.
- c. QUALITY ASSURANCE AND QUALITY CONTROL (QA/QC) PLAN
 - No additional work under this SWA.
- d. PROJECT COORDINATION & ADMINISTRATION
 - Prepare and maintain routine project record keeping.
- e. PROGRESS/COORDINATION MEETINGS
 - Prepare for and conduct project team biweekly coordination/progress meetings.
 - Prepare agenda, sign-in sheets, meeting minutes
- f. PROJECT SCHEDULE
 - Update schedule and list of deliverables indicating tasks, subtasks, critical dates, milestones, and deliverables.

DELIVERABLES:

- Monthly Invoices and Progress Reports
- Schedule and List of Deliverables Updates

2. ROUTE AND DESIGN STUDIES

- a. DATA COLLECTION
 - No additional work under this SWA.

- b. STUDY AREA MAP
 - No additional work under this SWA.
- c. STAKEHOLDER COORDINATION (**assumes 15 meetings**)
 - No additional work under this SWA.
- d. CONSTRAINTS MAP
 - No additional work under this SWA.
- e. DESIGN CRITERIA
 - No additional work under this SWA.
- f. ROUTE LOCATION STUDIES
 - No additional work under this SWA.
- g. PRELIMINARY COST ESTIMATES
 - Revise cost estimate accordingly.
- h. PRELIMINARY RIGHT-OF-WAY REQUIREMENT
 - No additional work under this SWA.
- i. CONCEPTUAL DESIGN ALIGNMENT
 - Revising plan view schematic alignments to match new typical section, in addition to revising the southern end of the alignment to tie into U.S. 79 such that it is in line with existing FM 619 at the Union Pacific railroad tracks. A summary of the changes is noted below:
 - Reduce ROW width from 350' to 227'.
 - Reduce inside shoulders of main lanes from 2-8' shoulders to 2-6' shoulders.
 - Move all frontage roads from being 67' from the outside shoulder of the main lanes to 6' from the outside shoulder of the main lanes.
 - Revise all proposed direct connectors, entrance, and exit ramps to/from main lanes and frontage roads.
 - Add a 10' shared-use path (SUP) on both sides of the controlled access facility (no SUP was included in the original typical section).
 - Revise the southern end of the alignment to tie into U.S. 79 such that it is in line with existing FM 619 at the Union Pacific railroad tracks.
- j. CONCEPTUAL DESIGN PROFILES
 - Revising conceptual schematic profiles. Below is a summary of the changes:
 - Where alignment remains unchanged, review profiles of main lanes to verify no adjustments needed for reduced inside shoulder widths.
 - Where southern end of alignment is revised to tie into U.S. 79 at FM 619 as described previously, revise profiles accordingly.

- Revise all frontage road profiles for new locations closer to the main lanes.
- Revise all direct connector, entrance, and exit ramp profiles.

k. CONCEPTUAL DESIGN CROSS-SECTIONS

- Revise cross-sections. A summary of the changes is noted below:
 - Revise all cross-section templates based on new typical section, horizontal geometry, and vertical geometry.
 - Revise all corridor models.
 - Produce updated cross-sections.

DELIVERABLES:

- Revised Draft Plan and Profile Roll Plots
- Revised Draft Preliminary Cost Estimate
- Revised Draft Drainage Memorandum
- *Final Plan and Profile Roll Plots (per previous supplemental)*
- *Final Preliminary Cost Estimate (per previous supplemental)*
- *Final Drainage Memorandum (per previous supplemental)*

3. PUBLIC INVOLVEMENT

Public involvement activities will be conducted through the County's existing public involvement consultant. Huitt-Zollars will coordinate and provide support for the following activities with the County's GEC.

a. PUBLIC INVOLVEMENT PLAN

- Coordinate/review Corridor specific updates

b. STAKEHOLDER OUTREACH AND MEETINGS

- Update ROW/Property Owner/Parcel Exhibits (up to 46 total).
- Attend meetings to answer questions and give general project considerations. (Assume up to two rounds of outreach to up to five key stakeholders, 10 meetings total.)
- Document meetings

c. PUBLIC MEETING/OPEN HOUSE (one public meeting assumed)

- Attend pre-meeting preparation with GEC
- Assist/support GEC in preparing technical/engineering related exhibit materials.
- Provide staff to attend and support County and GEC at public/open house meeting to solicit input and answer questions from the public.
- Prepare public meeting summary and responses to any comments or questions provided.

DELIVERABLES:

- Technical/Engineering Exhibits for Public Meeting in Support of County/GEC lead
- Public Meeting Summary and comment responses

4. SURVEYING AND ROW MAPPING
No work under this SWA.
5. SCHEMATIC DEVELOPMENT
No work under this SWA.
6. DRAINAGE STUDY
No work under this SWA.
7. ENVIRONMENTAL SERVICES
No work under this SWA.
8. GEOTECHNICAL SERVICES
No work under this SWA.
9. PLAN PREPARATION
No work under this SWA.
10. PERMITTING SERVICES
No work under this SWA.
11. BIDDING PHASE SERVICES
No work under this SWA.

ATTACHMENT C - WILLIAMSON COUNTY CHANDLER ROAD EXTENSION (CORRIDOR B3) WORK SCHEDULE

ID	Task Name	Duration	Start	Finish	2019				2020				2021				2022				2023				2024				2025			
					Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4
1	Williamson County Chandler Road Extension (Corridor B3)	1497 days	Wed 5/29/19	Thu 2/20/25																												
2	Commission Approves Professional Service Agreement	0 days	Wed 5/29/19	Wed 5/29/19																												
3	Prepare Corridor Study Work Authorization 01	20 days	Wed 5/29/19	Tue 6/25/19																												
4	WA01 Notice to Proceed	0 days	Thu 7/18/19	Thu 7/18/19																												
5	Project Kick-off Meeting	0 days	Tue 7/23/19	Tue 7/23/19																												
6	1. Project Management	487 days	Thu 7/18/19	Fri 5/28/21																												
7	c. QA/QC Plan	16 days	Thu 7/18/19	Thu 8/8/19																												
8	Prepare Draft	9 days	Thu 7/18/19	Tue 7/30/19																												
9	GEC Review	4 days	Wed 7/31/19	Mon 8/5/19																												
10	Respond to Comments & Finalize	3 days	Tue 8/6/19	Thu 8/8/19																												
11	d. Project Coordination & Administration	450 days	Tue 7/23/19	Fri 5/28/21																												
12	e. Progress/Coordination Meetings	370 days	Tue 8/20/19	Wed 5/5/21																												
13	f. Project Schedule	25 days	Tue 7/23/19	Mon 8/26/19																												
14	2. Route & Design Studies	529 days	Tue 7/23/19	Fri 7/30/21																												
15	a. Data Collection	187 days	Tue 7/23/19	Wed 4/8/20																												
16	Environmental GIS Data	10 days	Tue 7/23/19	Mon 8/5/19																												
17	Property Owner Info	20 days	Thu 10/31/19	Wed 11/27/19																												
18	Update Property Owner Info per Modified Alternatives	25 days	Thu 3/5/20	Wed 4/8/20																												
19	Traffic Data	40 days	Tue 8/27/19	Mon 10/21/19																												
20	Traffic Memo	429 days	Tue 10/22/19	Fri 6/11/21																												
21	Prepare Draft	27 days	Tue 10/22/19	Wed 11/27/19																												
22	Obtain Additional Traffic Data for Modified Alternatives	30 days	Mon 3/22/21	Fri 4/30/21																												
23	Update per Modified Alternatives	10 days	Thu 11/26/20	Fri 5/14/21																												
24	GEC Review	10 days	Mon 5/17/21	Fri 5/28/21																												
25	Respond to Comments & Finalize	10 days	Mon 5/31/21	Fri 6/11/21																												
26	b. Study Area Map	15 days	Tue 8/6/19	Mon 8/26/19																												
27	c. Stakeholder Coordination	50 days	Thu 12/19/19	Wed 2/26/20																												
28	d. Constraints Map	30 days	Tue 8/6/19	Mon 9/16/19																												
29	Prepare Draft	15 days	Tue 8/6/19	Mon 8/26/19																												
30	GEC Review	10 days	Tue 8/27/19	Mon 9/9/19																												
31	Respond to Comments & Finalize	5 days	Tue 9/10/19	Mon 9/16/19																												
32	e. Design Criteria	32 days	Tue 8/27/19	Wed 10/9/19																												
33	Prepare DSR (w/ typical sections)	17 days	Tue 8/27/19	Wed 9/18/19																												
34	GEC Review	10 days	Thu 9/19/19	Wed 10/2/19																												
35	Respond to Comments & Finalize	5 days	Thu 10/3/19	Wed 10/9/19																												
36	f. Route Location Studies	487 days	Thu 9/19/19	Fri 7/30/21																												

Project: Wilco Chandler Rd Ext Date: Fri 3/29/24	Task		Inactive Task		Manual Summary Rollup		External Milestone		Manual Progress	
	Split		Inactive Milestone		Manual Summary		Deadline			
	Milestone		Inactive Summary		Start-only		Critical			
	Summary		Manual Task		Finish-only		Critical Split			
	Project Summary		Duration-only		External Tasks		Progress			

ATTACHMENT C - WILLIAMSON COUNTY CHANDLER ROAD EXTENSION (CORRIDOR B3) WORK SCHEDULE

[illegible]

Project: Wilco Chandler Rd Ext Date: Fri 3/29/24	Task		Inactive Task		Manual Summary Rollup		External Milestone		Manual Progress	
	Split		Inactive Milestone		Manual Summary		Deadline			
	Milestone		Inactive Summary		Start-only		Critical			
	Summary		Manual Task		Finish-only		Critical Split			
	Project Summary		Duration-only		External Tasks		Progress			

ATTACHMENT C - WILLIAMSON COUNTY CHANDLER ROAD EXTENSION (CORRIDOR B3) WORK SCHEDULE

ID	Task Name	Duration	Start	Finish
73	GEC Review	10 days	Wed 4/14/21	Tue 4/27/21
74	Respond to Comments & Finalize	10 days	Wed 4/28/21	Tue 5/11/21
75	3. Public Involvement	518 days	Tue 7/23/19	Thu 7/15/21
76	a. Public Involvement Plan (PIP)	107 days	Tue 7/23/19	Wed 12/18/19
77	Prepare Draft	15 days	Tue 7/23/19	Mon 8/12/19
78	GEC Review	5 days	Tue 8/13/19	Mon 8/19/19
79	Respond to Comments	5 days	Tue 8/20/19	Mon 8/26/19
80	WilCo Review	26 days	Wed 11/13/19	Wed 12/18/19
81	b. Stakeholder Outreach & Meetings	70 days	Fri 7/31/20	Thu 11/5/20
82	c. Meetings with Affected Property Owners (MAPOs)	422 days	Wed 12/4/19	Thu 7/15/21
83	Fact Sheet	11 days	Wed 12/4/19	Wed 12/18/19
84	Prepare Draft	8 days	Wed 12/4/19	Fri 12/13/19
85	GEC Review	2 days	Mon 12/16/19	Tue 12/17/19
86	Respond to Comments	1 day	Wed 12/18/19	Wed 12/18/19
87	Conduct MAPOs	180 days	Fri 11/6/20	Thu 7/15/21
88	Prepare Material	15 days	Fri 11/6/20	Thu 11/26/20
89	GEC Review	4 days	Fri 11/27/20	Wed 12/2/20
90	Respond to Comments & Finalize	2 days	Thu 12/3/20	Fri 12/4/20
91	Letters to potentially affected property owners	3 days	Fri 11/27/20	Tue 12/1/20
92	Conduct MAPOs	146.25 days	Mon 12/7/20	Thu 7/15/21
93	MAPOs Summary Report	86 days	Thu 3/18/21	Thu 7/15/21
94	Prepare Summary Report	64 days	Thu 3/18/21	Thu 6/17/21
95	GEC Review	10 days	Fri 6/18/21	Thu 7/1/21
96	Respond to Comments & Finalize	10 days	Fri 7/2/21	Thu 7/15/21
97	4. Conceptual Schematic Profiles and Cross-Sections (Original Scope)	83 days	Mon 6/6/22	Wed 9/28/22
98	Notice to Proceed	0 days	Mon 6/6/22	Mon 6/6/22
99	Prepare Schematic Profiles and Cross-Sections / Minimize Retaining Walls / Verify Drainage Can be Contained within ROW (time allowed for TxDOT coordination of US 79 connection/realignment)	65 days	Thu 6/30/22	Wed 9/28/22
100	County Stop Work	1 day	Wed 9/28/22	Wed 9/28/22
101	5. County Coordination with City of Taylor & US 79 Tie-In Location	368 days	Thu 9/29/22	Mon 2/26/24
102	County Discussions with City Regarding Footprint Concerns	269 days	Thu 9/29/22	Tue 10/10/23
103	County Discussions Regarding US 79 Tie In Location at FM 619	99 days	Wed 10/11/23	Mon 2/26/24
104	6. Rescoping of Project (County / HZ)	69 days	Tue 2/27/24	Fri 5/31/24
105	County Send New Revised Scope to HZ	1 day	Tue 2/27/24	Tue 2/27/24
106	HZ Proposal Preparation for Revised Scope of Work to County	6 days	Wed 2/28/24	Wed 3/6/24

Project: Wilco Chandler Rd Ext Date: Fri 3/29/24	Task		Inactive Task		Manual Summary Rollup		External Milestone		Manual Progress	
	Split		Inactive Milestone		Manual Summary		Deadline			
	Milestone		Inactive Summary		Start-only		Critical			
	Summary		Manual Task		Finish-only		Critical Split			
	Project Summary		Duration-only		External Tasks		Progress			

ID	Task Name	Duration	Start	Finish	2019				2020				2021				2022				2023				2024				2025	
					Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2
107	County Review of Proposal for Revised Scope of Work/Comments to HZ	10 days	Thu 3/7/24	Wed 3/20/24																										
108	HZ Address Proposal Comments	5 days	Thu 3/21/24	Wed 3/27/24																										
109	County Review & Staff Acceptance of Updated Proposal	7 days	Thu 3/28/24	Fri 4/5/24																										
110	Proposal to Commissioners Court for Approval	2 days	Mon 4/8/24	Tue 4/9/24																										
111	County Coordination with TxDOT regarding US 79 Tie In Location at FM 619	40 days	Mon 4/8/24	Fri 5/31/24																										
112	7. Revise ROW, Main Lanes, Frontage Roads	75 days	Mon 6/3/24	Fri 9/13/24																										
113	County Notice to Proceed	1 day	Mon 6/3/24	Mon 6/3/24																										
114	Revise ROW, Main Lanes, Frontage Roads, Direct Connectors, Entrance/Exit Ramps	24 days	Tue 6/4/24	Fri 7/5/24																										
115	County Review 1 / County Final Coordination with TxDOT Re: US 79 Connection at FM 619	10 days	Mon 7/8/24	Fri 7/19/24																										
116	HZ Address Comments	10 days	Mon 7/22/24	Fri 8/2/24																										
117	County Review 2 / County Final Coordination with TxDOT Re: US 79 Connection at FM 619	10 days	Mon 8/5/24	Fri 8/16/24																										
118	HZ Address Comments	10 days	Mon 8/19/24	Fri 8/30/24																										
119	Acceptance of Revised Horizontal Geometry by County (Presumes US 79 connection is at FM 619)	10 days	Mon 9/2/24	Fri 9/13/24																										
120	8. Conceptual Schematic Profiles and Cross-Sections (New Scope)	114 days	Mon 9/16/24	Thu 2/20/25																										
121	Prepare Schematic Profiles and Cross-Sections / Minimize Retaining Walls / Verify Drainage Can be Contained within ROW (Presumes No Major Changes to Plan View Alignments Submitted in Previous Section)	60 days	Mon 9/16/24	Fri 12/6/24																										
122	Submit Schematic Profiles and Cross-Sections for GEC Review	1 day	Mon 12/9/24	Mon 12/9/24																										
123	GEC Review	10 days	Tue 12/10/24	Mon 12/23/24																										
124	Address GEC Comments	10 days	Tue 12/24/24	Mon 1/6/25																										
125	Submit Final Schematic Profiles and Cross-Sections	1 day	Tue 1/7/25	Tue 1/7/25																										
126	Update Alternatives Evaluation Technical Report Accordingly	10 days	Wed 1/8/25	Tue 1/21/25																										
127	Submit Draft Updated Alternatives Evaluation Technical Report for GEC Review	1 day	Wed 1/22/25	Wed 1/22/25																										
128	GEC Review	10 days	Thu 1/23/25	Wed 2/5/25																										
129	Address GEC Comments	10 days	Thu 2/6/25	Wed 2/19/25				</																						

Legend	
Task	 Inactive Task  Manual Summary Rollup  External Milestone  Manual Progress 
Split	 Inactive Milestone  Manual Summary  Deadline 
Milestone	 Inactive Summary  Start-only  Critical 
Summary	 Manual Task  Finish-only  Critical Split 
Project Summary	 Duration-only  External Tasks  Progress 

ATTACHMENT D

FEE SCHEDULE

Prime: HUITT-ZOLLARS

Project: Williamson County Chandler Road Extension (Corridor B3)

Reduced ROW / Revised Typical Section / Revised Tie-In to U.S. 79

Prime: HUITT-ZOLLARS	Qty	Principal In-Charge	QA Manager	Sr. Project Manager	Project Manager	Sr. Civil Engineer	Civil Engineer	Sr. Structural Engineer	Structural Engineer	EIT	Sr. Designer	Designer	Sr. CAD Technician	CAD Technician	Sr Project Support	Project Support	Total Hours	Total Labor Cost
1. Project Management																		
a. Communication																	0	\$0.00
b. Monthly Progress Reports, Invoices & Billings																	0	\$0.00
Prepare WA01 Subconsultant Agreements																	0	\$0.00
Prepare monthly invoices and progress reports (assume 1.5 hrs/mo for 9 addtl mos)				13.5											9		22.5	\$5,085.00
c. QA/QC Plan																	0	\$0.00
Prepare QA/QC plan																	0	\$0.00
d. Project Coordination & Administration																		
Prepare & maintain routine project record keeping (9 addtl mos)				9		9									9		27	\$5,985.00
Manage project - Prepare Subconsultant Agreements																	0	\$0.00
Support County Coordination w/ City of Taylor				8		8											16	\$4,400.00
Coordinate w/ UPRR																	0	\$0.00
Support County Coordination w/ TxDOT AUS re US 79 interchange																	0	\$0.00
Initiate, Coordinate, and Manage Survey Design Studies / Services																	0	\$0.00
e. Progress/Coordination Meetings																		
Attend coordination/progress meeting (team biweekly mtgs for 9 months)(18 meetings)				18		18				18							54	\$12,690.00
Prepare agenda, sign-in sheets, meeting minutes (team biweekly mtgs for 9 months)(18 meetings)				36												18	54	\$12,420.00
f. Project Schedule																		
Develop project schedule																	0	\$0.00
Monthly schedule update (assume 1 hr/mo for 9 addtl mos)				9													9	\$2,700.00
Labor Hours - Subtotal	0	0	0	93.5	0	35	0	0	0	18	0	0	0	0	18	18	182.5	\$ 43,280.00
Labor Hour Cost		\$325.00	\$300.00	\$300.00	\$275.00	\$250.00	\$200.00	\$270.00	\$200.00	\$155.00	\$170.00	\$140.00	\$160.00	\$110.00	\$115.00	\$90.00		
Subtotal		\$0.00	\$0.00	\$28,050.00	\$0.00	\$8,750.00	\$0.00	\$0.00	\$0.00	\$2,790.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,070.00	\$1,620.00		\$43,280.00
2. Route & Design Studies - Reduce ROW / RevisedTypical Section																		
a. Revise Plan View Schematic Alignments for Reduced ROW (225' ROW) and Revised Tie-In to U.S. 79																		
1. Reduce inside shoulders of main lanes from 2-8' shoulders to 2-6' shoulders.			1	4		8					16						29	\$6,220.00
2. Move all frontage roads from being 67' from the outside shoulder of the main lanes to 6' from the outside shoulder of the main lanes.			1	8		30					60						99	\$20,400.00
3. Revise all proposed direct connectors, entrance, and exit ramps to/from main lanes and frontage roads.			1	8		25					50						84	\$17,450.00
4. Add a 10' shared-use path (SUP) on both sides of the controlled access facility (no SUP was included in the original typical section).			1	2		8					16						27	\$5,620.00
5. Revise plan view schematic for revised tie-in to U.S. 79 / create exhibit for County coordination with TxDOT			2	20		32					40						94	\$21,400.00
b. Submit Revised Plan View Schematic to County & Address County Review Comments (up to two occurrences) ¹				24		30					60						114	\$24,900.00
c. Revise Conceptual Schematic Profile & Cross-Sections for Reduced ROW (225' ROW)																		
1a. Generate baseline alignments for E-W main lanes with stationing (covered under SWA04)																	0	\$0.00
1b. Revise baseline alignments for N-S main lanes for new tie-in to U.S. 79			0.5	1		1					4						6.5	\$1,380.00
1c. Revise baseline alignments for E-W and N-S frontage roads			1	1		2					16						20	\$3,820.00
2a. Generate existing ground profiles for E-W main lanes (covered under SWA04)																	0	\$0.00
2b. Revise existing ground profiles for N-S main lanes for new tie-in to U.S. 79			0.5	1		1					4						6.5	\$1,380.00
2c. Revise existing ground profile for E-W and N-S frontage roads			1	1		2					16						20	\$3,820.00
3a. Design profiles of proposed E-W main lanes (covered under SWA04)																	0	\$0.00
3b. Revise profiles of proposed N-S main lanes for new tie-in to U.S. 79			0.5	2		12					12						26.5	\$5,790.00
3c. Revise profiles of proposed E-W and N-S frontage roads			2	4		80					80						166	\$35,400.00
3d. Revise profiles of entrance and exit ramps (new frontage road locations) - verify horizontal limits			2	2		20					40						64	\$13,000.00
3e. Produce preliminary profile of new FM 619 alignment north of U.S. 79 to tie perpendicularly into new Chandler Road alignment			1	2		12					24						39	\$7,980.00
4a. Revise cross-section templates and corridor models			2	4		80					80						166	\$35,400.00
4b. Analyze revised cross-sections, determine grading limits, adjust ROW width as necessary (covered under SWA04)																	0	\$0.00
5. Revise Drainage Analysis for ROW Verification Using Current Drainage Criteria (ditches, drains, detention)/Drainage memo			2	4		72					72						150	\$32,040.00
6. Adjust profile and cross-sections to minimize ROW width where necessary/possible (covered under SWA04)																	0	\$0.00
7a. Revise conceptual plan and profile roll plots for main lanes (H: 1"=100', V: 1"=10')			2	4		16					32						54	\$11,240.00
7b. Revise conceptual plan and profile roll plots for frontage roads and direct connectors (H: 1"=100', V: 1"=10')			2	4		16					32						54	\$11,240.00
8. Revise Engineers Estimate of Construction Cost			2	4		20					20						46	\$10,200.00
d. Submit to County & Address County Review Comments (up to one occurrence) ¹ (covered under SWA04)																	0	\$0.00
Labor Hours - Subtotal	0	0	24.5	100	0	467	0	0	0	0	674	0	0	0	0	0	1265.5	\$268,680.00
Labor Hour Cost		\$325.00	\$300.00	\$300.00	\$275.00	\$250.00	\$200.00	\$270.00	\$200.00	\$155.00	\$170.00	\$140.00	\$160.00	\$110.00	\$115.00	\$90.00		
Subtotal		\$0.00	\$7,350.00	\$30,000.00	\$0.00	\$116,750.00	\$0.00	\$0.00	\$0.00	\$0.00	\$114,580.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$268,680.00
3. Public Involvement																		
a. Public Involvement Plan (PIP)																		
Coordinate/review Corridor specific updates (PIP by County, assume prep and 1 mtg w PI consultant & GEC)				2		2					3						7	\$1,610.00
b. Stakeholder Outreach & Meetings																	0	\$0.00
Identify & contact key stakeholders to set up 1-on-1 meetings (by GEC)																	0	\$0.00
Update ROW /Property Owner/ Parcel Exhibits (46 total)				50		50					100						200	\$44,500.00
Attend meetings (assume up to 2 rounds; up to 5 key SH) (material prep, 10 mtgs total)				40		20											60	\$17,000.00
Document meetings				20												10	30	\$6,900.00
c. Public Meeting/Open House																	0	\$0.00
Attend pre-meeting preparation with GEC (assume 1 mtg, material prep)				4		6											10	\$2,700.00
Prepare handout materials, presentation & exhibits (assist/support GEC lead)				4		4					12					12	32	\$5,320.00
Conduct and facilitate meeting(s) (by GEC)																	0	\$0.00
Assist in coordinating meeting logistics (by GEC)																	0	\$0.00
Provide staff to attend public meeting (by GEC)				4		4											8	\$2,200.00
Prepare meeting summary & responses (review GEC drafts, address comments, finalize)				12		8										16	36	\$7,040.00
Labor Hours - Subtotal	0	0	0	136	0	94	0	0	0	0	115	0	0	0	0	38	383	\$87,270.00
Labor Hour Cost		\$325.00	\$300.00	\$300.00	\$275.00	\$250.00	\$200.00	\$270.00	\$200.00	\$155.00	\$170.00	\$140.00	\$160.00	\$110.00	\$115.00	\$90.00		
		\$0.00	\$0.00	\$40,800.00	\$0.00	\$23,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$19,550.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,420.00		\$87,270.00
Grand Total																		\$399,230.00

Notes:

(1) Presumes minor comments by the County, no major changes, and only up to the hours stated. (up to one occurrence). The County will not be billed for plan revisions resulting from engineering errors or omissions.

(2) Fee schedule does not include profiling of SH 95 improvements.

(3) Fee schedule presumes the project will follow the same greenfield alignment and will tie into existing S.H. 95 as shown on the previously agreed upon schematic, dated 5/27/21.

(4) Fee schedule presumes the profile of the 10' SUP's is to follow the profile of the adjacent frontage road. No separate profiles of the SUP's will be required.

Commissioners Court - Regular Session**49.****Meeting Date:** 04/16/2024

Liberty Hill Bypass- PEC Easement

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 authorizing the County Judge to execute a PEC Easement in and across 0.348 acres owned by Williamson County on the Liberty Hill Bypass project. Road Bonds P346

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

PEC Easement

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 04/11/2024

Reviewed By

Becky Pruitt

Date

04/11/2024 11:27 AM

Started On: 04/10/2024 04:28 PM

ELECTRIC UTILITY EASEMENT

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON § KNOW ALL MEN BY THESE PRESENTS:
 §

THAT WILLIAMSON COUNTY, TEXAS, hereinafter referred to as "Grantor" (whether one or more), of Williamson County, Texas, for and in consideration of ONE DOLLAR (\$1.00) in hand paid by PEDERNALES ELECTRIC COOPERATIVE, INC., of Johnson City, Texas, granted, sold, and conveyed and by these presents does grant, sell, and convey unto Pedernales Electric Cooperative, Inc., an easement and right-of-way as herein described for the purpose of an electric distribution line consisting of a variable number of wires and all necessary or desirable appurtenances (including a riser pole or other poles made of wood or other materials, guys and anchors), and/or a variable number of underground cables, and all necessary appurtenances (including conduits, primary cables, secondary conductors, enclosures, ground rods, concrete pads, ground clamps, transformers, cable terminators, cable riser shields, cutouts, and lightning arrestors overground) through, across, and under the following described lands located in Williamson County, Texas, to wit:

Being all of that certain 0.348-acre (15,175 sf) strip of land out of and part of the Joseph M. Glasscock Survey, Abstract 254, Williamson County, Texas; said tract being more particularly described by metes and bounds in Exhibit "A" attached hereto and incorporated herein.

Together with the right of ingress and egress over Grantor's adjacent lands to or from said right-of-way for the purpose of constructing, reconstructing, inspecting, patrolling, operating, maintaining and removing said lines, cables and appurtenances, HOWEVER, such right of ingress and egress over adjacent lands shall only be used if no reasonable access from public right of way is otherwise available; the right to place new or additional cable or cables in said system and to change the sizes thereof; the right to relocate along the same general direction of said system; the right to remove from said lands all trees or parts thereof, or other obstructions, which may endanger or interfere with the efficiency and maintenance of said system or their appurtenances; and the right to place temporary structures for use in constructing or repairing said system.

Grantor warrants that Grantor is the owner of said property and has the right to execute this easement.

TO HAVE AND TO HOLD the above-described easement and rights unto Pedernales Electric Cooperative, Inc. and their successors and assigns, until said easement and rights shall be relinquished by the Cooperative.

Grantor, Grantor's heirs and legal representatives bind themselves to warrant and forever defend all and singular the above-described easement and rights unto Pedernales Electric Cooperative, Inc., their successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under Grantor, but not otherwise.

WITNESS my hand this _____ day of _____, 2024.

[signature pages follow]

Grantor(s) Signature(s):

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr.
County Judge

THE STATE OF TEXAS

COUNTY OF WILLIAMSON

BEFORE ME, the undersigned authority, on this day personally appeared Bill Gravell, Jr., Williamson County Judge, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same in the capacity and for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2024.

Notary Public in and for the State of Texas

Accepted:

PEDERNALES ELECTRIC COOPERATIVE, INC.

By: _____

Name: _____

Its: _____

THE STATE OF TEXAS

COUNTY OF _____

BEFORE ME, the undersigned authority, on this day personally appeared _____ known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that (s)he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2024.

Notary Public in and for the State of Texas

Please return to:

Pedernales Electric Cooperative

Exhibit "A"

METES AND BOUNDS DESCRIPTION

FOR A 0.348 ACRE (15,175 SQ. FT.) TRACT OF LAND SITUATED IN THE JOSEPH M. GLASSCOCK SURVEY, ABSTRACT NO. 254, WILLIAMSON COUNTY, TEXAS, AND BEING A PORTION OF THE CALLED 5.788 ACRE TRACT OF LAND (PARCEL 43SOUTH) CONVEYED TO WILLIAMSON COUNTY, TEXAS IN AN EXCHANGE DEED, RECORDED IN DOCUMENT NO. 2023083386 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. SAID 0.348 ACRE TRACT OF LAND BEING SURVEYED ON GROUND BY DIAMOND SURVEYING DURING THE MONTH OF MARCH 2024 AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at an iron rod found with aluminum cap stamped "WILLIAMSON COUNTY" (Surface Coordinates: N=10211665.84, E=3055029.75) monumenting the north corner of said 5.788 acre Williamson County, Texas tract, the most southerly corner of the called 5.504 acre tract of land (Parcel 42ROW) conveyed to Williamson County, Texas in a Possession and Use Agreement for Transportation Purposes, recorded in Document No. 2021149620 of the Official Public Records of Williamson County, Texas and the southeast corner of the remnant portion of the called 90.451 acre tract of land (Tract 1) conveyed to D&G Real Estate Holdings, LLC, recorded in Document No. 2022105693 of the Official Public Records of Williamson County, Texas, same being an angle point on the west boundary line of the called 3.409 acre tract of land (Parcel 43ROW) conveyed to Williamson County, Texas, recorded in said Document No. 2023083386, same being on the southwesterly right-of-way line of State Highway 29 Liberty Hill Bypass, being 150.00 feet right of State Highway 29 Liberty Hill Bypass Engineer's Baseline station 440+49.80;

THENCE, with the east boundary line of said 5.788 acre Williamson County, Texas tract, the west boundary line of said 3.409 acre Williamson County, Texas tract and said southwesterly right-of-way line of State Highway 29 Liberty Hill Bypass, with a curve to the left an arc length of 135.33 feet, said curve having a radius of 2650.00 feet, a delta angle of 2°55'34" and a chord which bears S 61°51'34" E for a distance of 135.32 feet to a 1/2" iron rod set with cap stamped "DIAMOND SURVEYING" (Surface Coordinates: N=10211602.02, E=3055149.07) for the **POINT OF BEGINNING** hereof;

THENCE, continuing with the east boundary line of said 5.788 acre Williamson County, Texas tract, the west boundary line of said 3.409 acre Williamson County, Texas tract and said southwesterly right-of-way line of State Highway 29 Liberty Hill Bypass, the following five (5) courses and distances:

1. With a curve to the left an arc length of **7.58 feet**, said curve having a radius of **2650.00 feet**, a delta angle of **0°09'50"** and a chord which bears **S 63°24'16" E** for a distance of **7.58 feet** to an iron rod found with aluminum cap stamped "WILLIAMSON COUNTY" being 150.00 feet right of State Highway 29 Liberty Hill Bypass Engineer's Baseline station 441+84.61;

2. **S 26°30'50" W** for a distance of **51.25 feet** to an iron rod found with aluminum cap stamped "WILLIAMSON COUNTY" being 201.25 feet right of State Highway 29 Liberty Hill Bypass Engineer's Baseline station 441+84.61;
3. **S 38°36'49" E** for a distance of **117.73 feet** to an iron rod found with aluminum cap stamped "WILLIAMSON COUNTY" being 252.84 feet right of State Highway 29 Liberty Hill Bypass Engineer's Baseline station 442+81.84;
4. **S 56°18'52" E** for a distance of **197.01 feet** to an iron rod found with aluminum cap stamped "WILLIAMSON COUNTY" being 291.77 feet right of State Highway 29 Liberty Hill Bypass Engineer's Baseline station 444+55.64;
5. **S 40°04'15" E** for a distance of **14.32 feet** to a calculated point for the southeast corner hereof, from which an iron rod found with aluminum cap stamped "WILLIAMSON COUNTY" monumenting the most easterly southeast corner of said 5.788 acre Williamson County, Texas tract and the southwest corner of said 3.409 acre Williamson County, Texas tract, same being on the north boundary line of the called 1011.979 acre tract of land conveyed to Williamson County, Texas, recorded in Document No. 2008070649 of the Official Public Records of Williamson County, Texas, bears S 40°04'15" E for a distance of 157.17 feet, being 380.42 feet right of State Highway 29 Liberty Hill Bypass Engineer's Baseline station 445+85.27;

THENCE, through the interior of said 5.788 acre Williamson County, Texas tract, the following sixteen (16) courses and distances:

1. **S 37°16'03" W** for a distance of **7.05 feet** to a calculated point;
2. **N 52°43'57" W** for a distance of **42.57 feet** to a 1/2" iron rod set with cap stamped "DIAMOND SURVEYING";
3. **S 75°34'45" W** for a distance of **42.57 feet** to a 1/2" iron rod set with cap stamped "DIAMOND SURVEYING";
4. **N 14°25'15" W** for a distance of **10.00 feet** to a 1/2" iron rod set with cap stamped "DIAMOND SURVEYING";
5. **N 75°34'45" E** for a distance of **27.08 feet** to a 1/2" iron rod set with cap stamped "DIAMOND SURVEYING";
6. **N 56°18'42" W** for a distance of **146.95 feet** to a 1/2" iron rod set with cap stamped "DIAMOND SURVEYING";

7. **S 44°24'45" W** for a distance of **19.77 feet** to a 1/2" iron rod set with cap stamped "DIAMOND SURVEYING";
8. **N 45°35'15" W** for a distance of **10.00 feet** to a 1/2" iron rod set with cap stamped "DIAMOND SURVEYING";
9. **N 44°24'45" E** for a distance of **19.78 feet** to a 1/2" iron rod set with cap stamped "DIAMOND SURVEYING";
10. **N 34°49'55" W** for a distance of **120.01 feet** to a 1/2" iron rod set with cap stamped "DIAMOND SURVEYING";
11. **S 41°42'45" W** for a distance of **339.02 feet** to a 1/2" iron rod set with cap stamped "DIAMOND SURVEYING";
12. **S 13°49'49" W** for a distance of **32.52 feet** to a 1/2" iron rod set with cap stamped "DIAMOND SURVEYING";
13. **N 76°10'11" W** for a distance of **25.00 feet** to a 1/2" iron rod set with cap stamped "DIAMOND SURVEYING" for the southwest corner hereof;
14. **N 13°49'49" E** for a distance of **28.04 feet** to a 1/2" iron rod set with cap stamped "DIAMOND SURVEYING";
15. **N 41°42'45" E** for a distance of **356.59 feet** to a 1/2" iron rod set with cap stamped "DIAMOND SURVEYING";
16. **N 52°29'08" W** for a distance of **114.62 feet** to a 1/2" iron rod set with cap stamped "DIAMOND SURVEYING" on the west boundary line of said 5.788 acre Williamson County, Texas tract, same being on said east boundary line of the remnant portion of the 90.451 acre D&G Real Estate Holdings, LLC tract, from which an iron stake found monumenting an angle point on said west boundary line of the 5.788 acre Williamson County, Texas tract and said east boundary line of the remnant portion of the 90.451 acre D&G Real Estate Holdings, LLC tract, bears S 16°43'35" W for a distance of 103.21 feet;

THENCE, **N 16°43'35" E** with said west boundary line of the 5.788 acre Williamson County, Texas tract and said east boundary line of the remnant portion of the called 90.451 acre D&G Real Estate Holdings, LLC tract for a distance of **21.39 feet** to a 1/2" iron rod set with cap stamped "DIAMOND SURVEYING", for the north corner hereof, from which the aforementioned north corner of said 5.788 acre Williamson County, Texas tract, the most southerly corner of said 5.504 acre Williamson County, Texas tract, the southeast corner of said remnant portion of the called 90.451 acre tract D&G Real Estate Holdings, LLC tract, same being an angle point on said west boundary line of the 3.409 acre Williamson County, Texas tract, bears N 16°43'35" E for a distance of 7.57 feet;

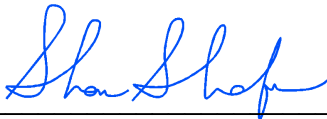
THENCE, through the interior of said 5.788 acre Williamson County, Texas tract, the following two (2) courses and distances:

1. **S 52°29'08" E** for a distance of **128.69 feet** to a 1/2" iron rod set with cap stamped "DIAMOND SURVEYING";
2. **N 41°41'39" E** for a distance of **29.20 feet** to the **POINT OF BEGINNING** hereof and containing 0.348 acre of land more or less.

Bearing Basis: NAD-83, Texas Central Zone (4203) State Plane System. Coordinates and Distances shown hereon are surface based on a combined surface adjustment factor or 1.00014.

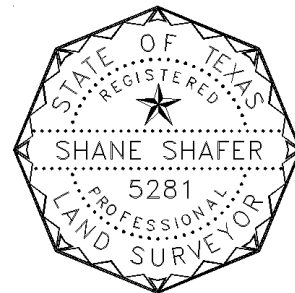
A drawing has been prepared to accompany this metes and bounds description.

 **DIAMOND SURVEYING, INC.**
116 SKYLINE ROAD, GEORGETOWN, TX 78628
(512) 931-3100
T.B.P.E.L.S. FIRM NUMBER 10006900



March 25, 2024

SHANE SHAFER, R.P.L.S. NO. 5281 DATE

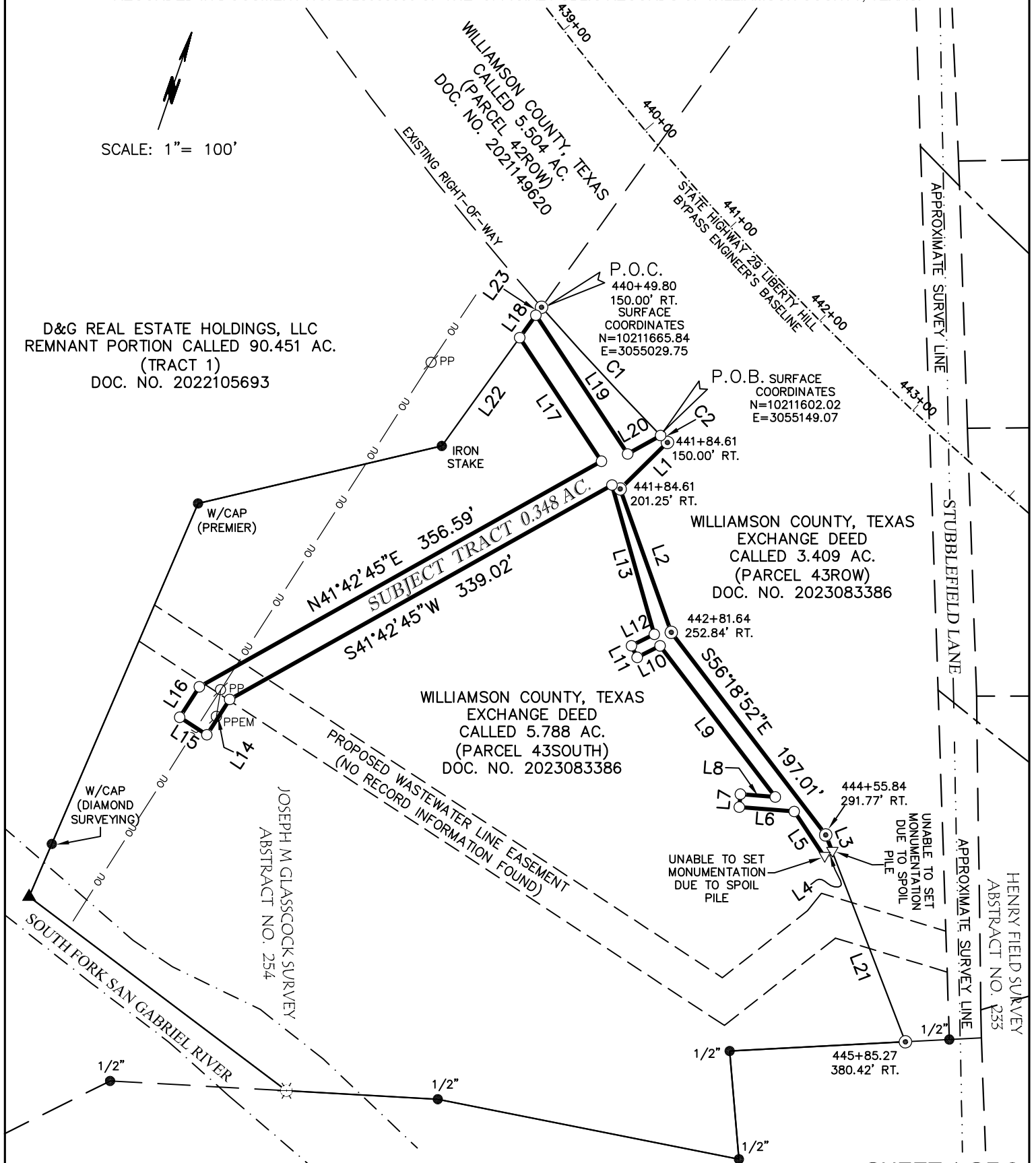


Z:\WILLIAMSON COUNTY PSA PROJECTS_2020 WA#1 Liberty Hill SH 29 Bypass 2020-23_PEC ESMTS\PARCEL 43SOUTH PEC ESMT SH 29 LHB M&B 20240325.doc

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 0.348 ACRE (15,175 SQ. FT.) TRACT OF LAND SITUATED IN THE JOSEPH M. GLASSCOCK SURVEY, ABSTRACT NO. 254, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF THE CALLED 5.788 ACRE TRACT OF LAND (PARCEL 43SOUTH) CONVEYED TO WILLIAMSON COUNTY, TEXAS IN AN EXCHANGE DEED, RECORDED IN DOCUMENT NO. 2023083386 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

SCALE: 1" = 100'

D&G REAL ESTATE HOLDINGS, LLC
REMNAANT PORTION CALLED 90.451 AC.
(TRACT 1)
DOC. NO. 2022105693



WILLIAMSON COUNTY, TEXAS
EXCHANGE DEED
CALLED 5.788 AC.
(PARCEL 43SOUTH)
DOC. NO. 2023083386

WILLIAMSON COUNTY, TEXAS
EXCHANGE DEED
CALLED 3.409 AC.
(PARCEL 43ROW)
DOC. NO. 2023083386

WILLIAMSON COUNTY, TEXAS
CALLED 1011.979 ACRES
DOC. NO. 2008070649

<> DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
(512) 931-3100
T.B.P.E.L.S. FIRM NO. 10006900

SHEET 1 OF 2

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 0.348 ACRE (15,175 SQ. FT.) TRACT OF LAND SITUATED IN THE JOSEPH M. GLASSCOCK SURVEY, ABSTRACT NO. 254, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF THE CALLED 5.788 ACRE TRACT OF LAND (PARCEL 43SOUTH) CONVEYED TO WILLIAMSON COUNTY, TEXAS IN AN EXCHANGE DEED, RECORDED IN DOCUMENT NO. 2023083386 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

CURVE TABLE					
CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	2650.00'	135.33'	2°55'34"	S61°51'34"E	135.32'
C2	2650.00'	7.58'	0°09'50"	S63°24'16"E	7.58'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S26°30'50"W	51.25'
L2	S38°36'49"E	117.73'
L3	S40°04'15"E	14.32'
L4	S37°16'03"W	7.05'
L5	N52°43'57"W	42.57'
L6	S75°34'45"W	42.57'
L7	N14°25'15"W	10.00'
L8	N75°34'45"E	27.08'
L9	N56°18'42"W	146.95'
L10	S44°24'45"W	19.77'
L11	N45°35'15"W	10.00'
L12	N44°24'45"E	19.78'
L13	N34°49'55"W	120.01'
L14	S13°49'49"W	32.52'
L15	N76°10'11"W	25.00'
L16	N13°49'49"E	28.04'
L17	N52°29'08"W	114.62'
L18	N16°43'35"E	21.39'
L19	S52°29'08"E	128.69'
L20	N41°41'39"E	29.20'
L21	S40°04'15"E	157.17'
L22	S16°43'35"W	103.21'
L23	N16°43'35"E	7.57'

LEGEND

●	IRON ROD FOUND
⊙	COTTON GIN SPINDLE FOUND
▲	PK NAIL FOUND
⊙	IRON ROD FOUND WITH ALUMINUM CAP STAMPED "WILLIAMSON COUNTY"
○	IRON ROD SET WITH CAP STAMPED "DIAMOND SURVEYING"
▽	CALCULATED POINT ON ROCK PILE
⊙ ^{PP}	POWER POLE
⊙ ^{PP} EM	POWER POLE WITH ELECTRIC METER
— ou —	OVERHEAD UTILITY LINE
- - - - -	BOTTOM BANK OF RIVER
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING

GENERAL NOTES:

1) ALL DOCUMENTS LISTED HEREON ARE RECORDED IN THE OFFICE OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

2) BEARING BASIS: NAD-83, TEXAS CENTRAL (4203) STATE PLANE SYSTEM. COORDINATES AND DISTANCES SHOWN HEREON ARE SURFACE BASED ON A COMBINED SURFACE ADJUSTMENT FACTOR OF 1.00014.

3) THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A COMMITMENT FOR TITLE INSURANCE. THERE MAY BE EASEMENTS OR RESTRICTIONS THAT AFFECT THE SUBJECT TRACT NOT SHOWN HEREON.



Shane Shafer

SHANE SHAFER, R.P.L.S. NO. 5281

MARCH 25, 2024
DATE

SHEET 2 OF 2



DIAMOND SURVEYING, INC.

116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
(512) 931-3100

T.B.P.E.L.S. FIRM NO. 10006900

Commissioners Court - Regular Session**50.****Meeting Date:** 04/16/2024

Quitclaim Right of Way Deed for N. Mays

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 Quitclaim Right of Way Deed to the City of Round Rock for the N. Mays project.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Quitclaim

Letter

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 04/11/2024

Reviewed By

Becky Pruitt

Date

04/11/2024 11:28 AM

Started On: 04/10/2024 04:30 PM

QUITCLAIM RIGHT OF WAY DEED

North Mays Extension Right of Way

THE STATE OF TEXAS

,

KNOW ALL BY THESE PRESENTS:

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 LICENSE NUMBER

That the **WILLIAMSON COUNTY, TEXAS**, 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 the State of Texas, the receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have Quitclaimed and do by these presents Bargain, Sell, Release, Grant, Convey, and forever Quitclaim unto the **CITY OF ROUND ROCK, TEXAS**, all of Grantor's right, title, interest, claim and demand in and to those certain tracts or parcels of land, situated in the County of Williamson, State of Texas, more particularly described in Exhibit "A" attached hereto and incorporated herein for any and all purposes.

This Quitclaim is made subject to the continued rights of existing utilities, if any, as provided by law, and any required adjustment will be at no cost to the Grantor unless otherwise agreed between Grantor and Grantee in writing. In addition, this Quitclaim is subject to all matters of public record and to all easements, leases, agreements or licenses, or other interests which affect the property, and to any matter which would be disclosed by title examination, survey, investigation or inquiry, including but not limited to the rights of parties in possession.

THIS QUITCLAIM OF THE PROPERTY IS MADE ON AN "AS IS" BASIS, WITH ALL FAULTS AND WITH ANY AND ALL LATENT AND PATENT DEFECTS. BY ACCEPTANCE HEREOF, GRANTEE ACKNOWLEDGES THAT GRANTEE HAS NOT RELIED UPON ANY COVENANT, REPRESENTATION OR WARRANTY, ORAL OR WRITTEN, EXPRESS OR IMPLIED, BY GRANTOR OR BY ANY REPRESENTATIVE OF GRANTOR WITH RESPECT TO THE PROPERTY, AND THAT NEITHER GRANTOR NOR ANY REPRESENTATIVE OF GRANTOR HAS MADE ANY COVENANT, REPRESENTATION OR WARRANTY, ORAL OR WRITTEN, EXPRESS OR IMPLIED, OF MERCHANTABILITY, MARKETABILITY, PHYSICAL CONDITION, PRESENCE OF HAZARDOUS MATERIALS, VALUATION, UTILITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE. GRANTEE ACKNOWLEDGES AND AGREES THAT GRANTEE HAS INSPECTED THE PROPERTY AND THE PHYSICAL AND TOPOGRAPHIC CONDITION OF THE PROPERTY AND ACCEPTS QUITCLAIM TO THE PROPERTY AS IS IN ITS EXISTING PHYSICAL AND TOPOGRAPHIC CONDITION AND THAT GRANTEE IS RELYING ON GRANTEE'S OWN EXAMINATION OF THE PROPERTY.

TO HAVE AND TO HOLD for said purposes together with all and singular the rights, privileges, and appurtenances thereto in any manner belonging unto the said City of Round Rock, Texas forever.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 2024.

GRANTOR:

WILLIAMSON COUNTY, TEXAS

By: _____
Bil Gravell, Jr.

STATE OF TEXAS

,

,

COUNTY OF WILLIAMSON

,

This instrument was acknowledged before me on _____, 2024, by Bill Gravell, Jr., Williamson County Judge, in the capacity and for the purposes and consideration recited herein.

Notary Public, State of Texas

CITY OF ROUND ROCK, TEXAS

STATE OF TEXAS

COUNTY OF WILLIAMSON

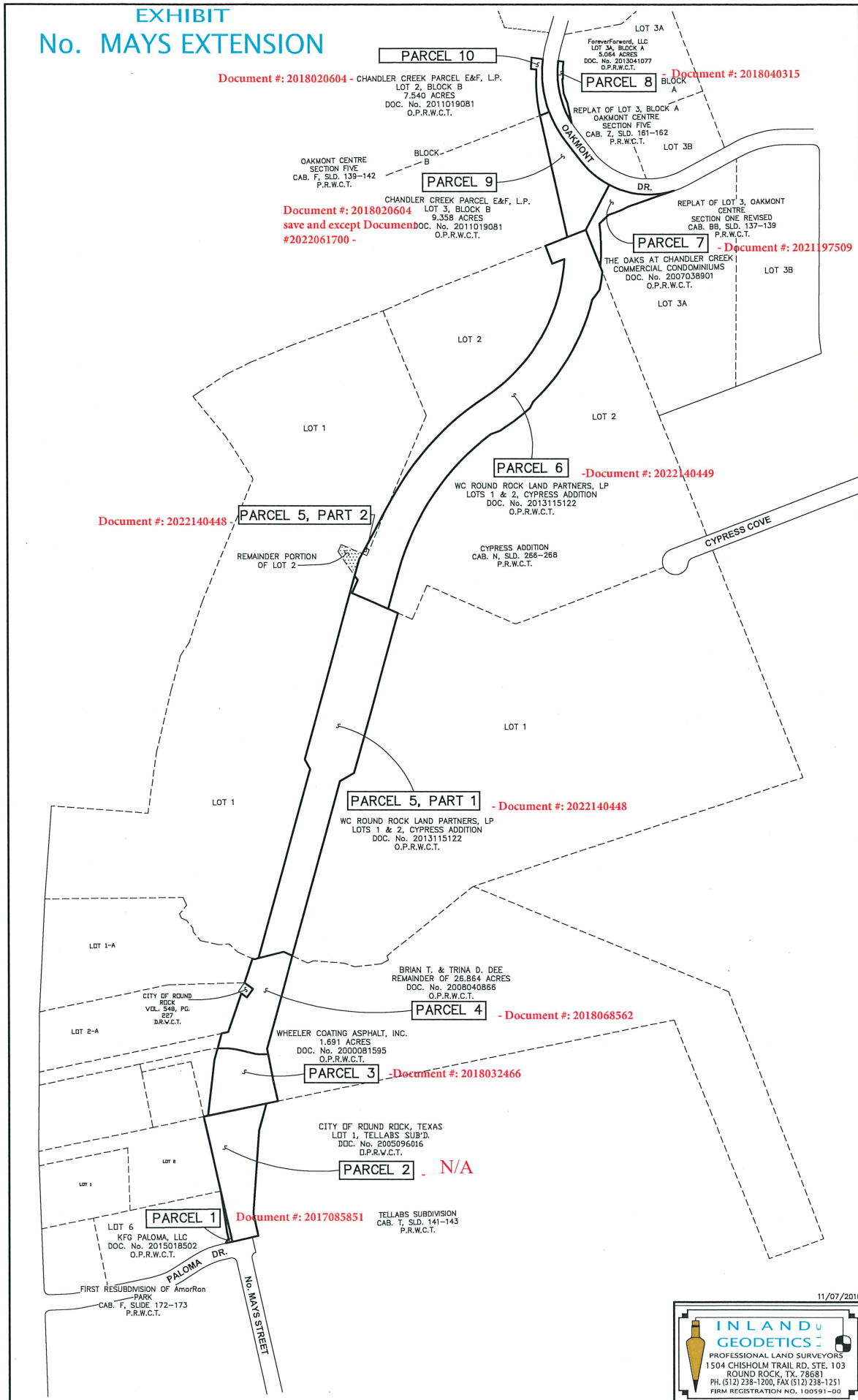
Notary Public, State of Texas

EXHIBIT “A”

North Mays Extension Right of Way

Parcel No.	Grantor	WMCO Recording
1	WMCO	2017085851
2	N/A	N/A
3	WMCO	2018032466
4	WMCO	2018068562
5	WMCO	2022140448
6	WMCO	2022140449
7	WMCO	2021197509
8	WMCO	2018040315
9	WMCO	2018020604, save and except Document No. 2022061700
10	WMCO	2018020604

EXHIBIT
No. MAYS EXTENSION





Mayor
Craig Morgan

Mayor Pro-Tem
Matthew Baker

Councilmembers
Michelle Ly
Rene Flores
Frank Ortega
Kristin Stevens
Hilda Montgomery

City Manager
Laurie Hadley

City Attorney
Stephanie L. Sandre

Adam Boatright, P.E.
Williamson County Engineer
3151 SE Inner Loop, Suite B
Georgetown, TX 78626

RE: Williamson County --North Mays Extension Project
Acceptance and Request for Transfer of ROW

Dear Mr. Boatright,

Please allow this letter to certify that the City of Round Rock (CORR) has completed the final inspection of the above-referenced project, the limits of which are shown in the plan cover sheet attached hereto as Exhibit "A", and concurs that the work has been completed in accordance with the Contract Documents. As stipulated in the Interlocal Agreement between Williamson County and CORR dated October 11, 2018, the CORR hereby accepts the roadway for maintenance and respectfully requests the transfer of project Right-of-Way property ownership to CORR at your earliest convenience.

Should you have any questions, please do not hesitate to contact us.

Regards,



Gary D. Hudder
Transportation Director, City of Round Rock

cc: Don Childs, Sheets & Crossfield, PLLC (via e-mail don@scrllaw.com)
Stephanie Sandre, Sheets & Crossfield, PLLC (via e-mail stephanie@scrllaw.com)
Oscar Salazar-Bueno, HNTB (via e-mail osalazarbueno@hntb.com)

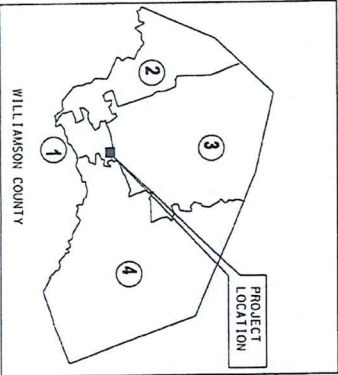
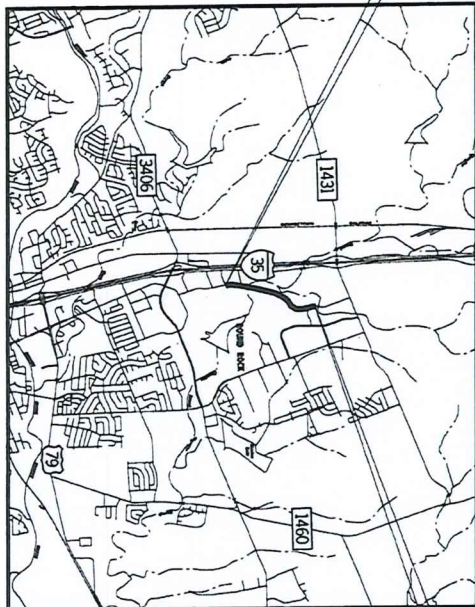
EXHIBIT "A"

INDEX OF SHEETS		
SHEET NO.	DESCRIPTION	TITLE SHEET
1	INDEX OF SHEETS	
2-3		

WILLIAMSON COUNTY NORTH MAYS EXTENSION PRECINCT NUMBER 1

NET LENGTH OF ROADWAY = 4429.70 FT (10.839 MI.)
NET LENGTH OF BRIDGE = 1208.00 FT (0.229 MI.)
NET LENGTH OF PROJECT = 5637.70 FT (1.068 MI.)

LIMITS: FROM PALOMA DRIVE TO 185' SOUTH OF CHANDLER BRANCH TRIBUTARY 1
FOR THE CONSTRUCTION OF NEW ROADWAY CONSISTING OF GRADING, BASE, PAVING STRUCTURES, DITCHES, EMBANKMENT REMOVAL AND HAIL AWAY STORM SEWER SYSTEM, WATER QUALITY BMP'S, SIGNING, AND PAVEMENT MARKINGS



ALL RESPONSIBILITY FOR THE ADEQUACY OF THESE PLANS REMAINS WITH THE ENGINEER(S) THAT PREPARED THEM. IN APPROVING THESE PLANS, THE CITY OF ROUND ROCK (OR OTHERS) MUST RELY UPON THE ADEQUACY OF THE WORK OF THE DESIGN ENGINEER(S).
REQUIRED SIGNS SHALL BE PLACED IN ACCORDANCE WITH STANDARD SHEETS BC(11)-14 THRU BC(12)-14 AND THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.1

1-ADOT STANDARD SPECIFICATIONS FOR CONSTRUCTION OF HIGHWAYS, STREETS AND BRIDGES ADOPTED ON NOVEMBER 1, 2014 AND ALL APPLICABLE SPECIAL PROVISIONS AND SPECIAL SPECIFICATIONS AS INDICATED IN THE BID DOCUMENTS SHALL GOVERN ON THIS PROJECT.

LJA Engineering, Inc.

PREPARED BY:
LJA ENGINEERING, INC. (DESIGN CONSULTANT)
KENNETH G. SCHROCK, P.E.
PROJECT MANAGER
DATE 10/31/18



END PROJECT
STA. 79+10.00



APPROVED BY:
WILLIAMSON COUNTY
PRESIDENT, OFFICER
WILLIAMSON COUNTY JUDGE
DATE 10/16/18

APPROVED BY:
WILLIAMSON COUNTY
TERRY COOK
WILLIAMSON COUNTY COMMISSIONER,
PRECINCT 1
DATE 10/19/2018

APPROVED BY:
HNTB CORPORATION
RICHARD L. RIDINGS, PE
ROAD BOND MANAGEMENT TEAM
DATE 10/19/2018

APPROVED BY:
CITY OF ROUND ROCK
GARY HODDER
TRANSPORTATION DIRECTOR
DATE 10/19/18

ROADWAY	CLASSIFICATION	DESIGN SPEED
NORTH MAYS	ARTERIAL	40 MPH
DAMMONT	COLLECTOR	30 MPH
ROADWAY	ADT (2019)	ADT (2039)
NORTH MAYS	7,530	16,500
DAMMONT	2,430	5,325

Commissioners Court - Regular Session**51.****Meeting Date:** 04/16/2024

CR 314 Purchase Contract

Submitted For: Charlie Crossfield**Submitted By:** Charlie Crossfield, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on a real estate contract with Manuel Elizondo Reyes for 0.1334 acres needed as right of way and 0.0459 acres needed as an electric easement on the CR 314 project (Parcel 13/13E). Funding Source: Road Bonds P364

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: 04/11/2024

Reviewed By

Becky Pruitt

Date

04/11/2024 11:29 AM

Started On: 04/10/2024 04:34 PM

REAL ESTATE CONTRACT

CR 314 Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by and between **MANUEL ELIZONDO REYES** (referred to in this Contract as "Seller", whether one or more) and **WILLIAMSON COUNTY, TEXAS** (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I PURCHASE AND SALE

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

All of that certain 0.1334-acre (5,811 square foot) tract of land, out of and situated in the A. A. Lewis Survey, Abstract No. 384, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A," attached hereto and incorporated herein (**Parcel 13**)

Electric Utility Easement interest only in and to that certain 0.0459-acre (1,999 square foot) tract of land, out of and situated in the A. A. Lewis Survey, Abstract No. 384, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "B," attached hereto and incorporated herein (**Parcel 13E**)

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 portion of the Property described in Exhibit "A" shall be the sum of SIXTY-TWO THOUSAND FIVE HUNDRED TWENTY and 00/100 Dollars (\$62,520.00).

2.01.1. The Purchase Price for the Electric Utility Easement portion of the Property described in Exhibit "B" shall be the sum of ONE THOUSAND ONE HUNDRED FORTY-NINE and 25/100 Dollars (\$1,149.25).

Payment of Purchase Price

2.02. The Purchase Price shall be payable in cash or other readily available funds at the Closing.

**ARTICLE III
PURCHASER'S OBLIGATIONS**

Conditions to Purchaser's Obligations

3.01. The obligations of the Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the Closing).

Miscellaneous Conditions

3.02. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the Closing.

**ARTICLE IV
REPRESENTATIONS AND WARRANTIES
OF SELLER**

4.01. Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's knowledge:

(a) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than previously disclosed to Purchaser.

(b) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof.

4.02. The Property is being conveyed to the Purchaser under threat of condemnation.

ARTICLE V CLOSING

Closing Date

5.01. The Closing shall be held at the office of Longhorn Title Company on or before May 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," and deliver a duly executed and acknowledged Electric Utility Easement, conveying such interest to Bartlett Electric Cooperative, Inc. to the portions of the Property described in Exhibit "B," all free and clear of any and all monetary liens and restrictions, except for the following:

- (a) General real estate taxes for the year of closing and subsequent years not yet due and payable.
- (b) Any exceptions approved by Purchaser pursuant to Article III hereof; and
- (c) Any exceptions approved by Purchaser in writing.

(2) The Deed shall be in the form as shown in Exhibit "C" attached hereto and incorporated herein. The Electric Utility 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 the Title Company to deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, in Grantee's favor in the full amount of the Purchase Price, insuring Purchaser's contracted interests in and to the permanent interests being conveyed in the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

- (a) The boundary and survey exceptions shall be deleted.
- (b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and

- (c) The exception as to the lien for taxes shall be limited to the year of closing and shall be endorsed "Not Yet Due and Payable".
- (4) Deliver to Purchaser possession of the Property if not previously done.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

- (a) Pay the cash portion of the Purchase Price and Additional Compensation, if any.

Prorations

5.04. General real estate taxes for the then current year relating to the portion of the Property conveyed in fee simple shall be prorated as of the Closing Date and shall be adjusted in cash at the Closing but shall otherwise remain the obligation of Seller to satisfy. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation. Agricultural roll-back taxes, if any, which directly result from this Contract and conveyance shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

- (1) Owner's Title Policy and survey to be paid for by Purchaser.
- (2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.
- (3) All other closing costs shall be paid by the Purchaser.
- (4) Attorney's fees paid by each respectively.

ARTICLE VI BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

**ARTICLE VII
BREACH BY PURCHASER**

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made, then Seller shall receive the amount of \$500 as liquidated damages for any failure by Purchaser.

**ARTICLE VIII
MISCELLANEOUS**

Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

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

Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09 In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10 This Contract shall be effective as of the date it is approved by the Williamson County commissioners' court, which date is indicated beneath the County Judge's signature below.

Counterparts

8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

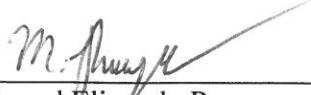
Contingent Possession and Use Agreement

8.12. Upon completion of (1) the full execution of this Contract by all parties, and (2) acknowledgment by the Title Company of delivery by Purchaser of the full Purchase Price to the Title Company, Purchaser, its agents and contractors shall be permitted at any time after May 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 CR 314 improvement construction project of Purchaser, and Seller agrees to make any gate access available to Purchaser, its contractors or utility facility owners as necessary to carry out the purposes of this paragraph. The parties further agree to continue to use diligence in assisting with any title curative measures or mortgage lien release required by the Contract to complete the Closing of the purchase transaction.

[signature pages follow]

SELLER:



Manuel Elizondo Reyes

Address: 1661 CA 313 Apt 1901
Jarrell, TX 76537

Date: 04/09/2024

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr.
County Judge

Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

Date: _____

County: Williamson
Parcel: 13, Manuel Elizondo Reyes
Highway: County Road 314

03/27/2024
Page 1 of 3

**EXHIBIT A
PROPERTY DESCRIPTION**

DESCRIPTION OF A 0.1334 ACRE (5,811 SQUARE FOOT) PARCEL OF LAND SITUATED IN THE A.A. LEWIS SURVEY, ABSTRACT NO. 384 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 5, SUNRISE MEADOWS, A SUBDIVISION RECORDED IN CABINET G, SLIDE 275, OF THE PLAT RECORDS OF WILLIAMSON COUNTY TEXAS, DESCRIBED IN SPECIAL WARRANTY DEED TO MANUEL ELIZONDO REYES RECORDED IN DOCUMENT NO. 2023104198, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.1334 ACRE (5,811 SQUARE FOOT) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 5/8 inch iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set (Grid Coordinates determined as N=10,263,202.99, E=3,154,119.52), being 68.00 feet right of Engineer's baseline station 86+55.46 on the proposed southerly right-of-way (ROW) line of County Road 314 (C.R. 314) (variable ROW width), same point being on the easterly boundary line of Lot 6 of said SUNRISE MEADOWS subdivision, same line being the westerly boundary line of said Lot 5, for the southwesterly corner and **POINT OF BEGINNING** of the herein described parcel, from which a 1/2 inch iron rod found being the southeasterly corner of said Lot 6, same point being the southwesterly corner of said Lot 5, bears S 21°27'51" E, a distance of 577.68 feet;

- 1) **THENCE, N 21°27'51" W**, with the common boundary line of said Lot 6 and said Lot 5, a distance of **29.56 feet** to a calculated point on the existing southerly ROW line of C.R. 314 (variable ROW width), as shown on the recorded plat of SUNRISE MEADOWS as "20' Additional Right-of-Way Dedication", for the northwesterly corner of the herein described parcel, from which point a 1/2 inch iron rod found with plastic cap stamped "Forest 1847" on the original southerly ROW line of said C.R. 314 (variable ROW width), same line being the northerly boundary line of said SUNRISE MEADOWS Subdivision, said point being the northeasterly corner of said Lot 6, same point being the northwesterly corner of said Lot 5, bears N 21°27'51" W, a distance of 20.00 feet;
- 2) **THENCE, N 68°25'59" E**, with said existing southerly ROW line, over and across said Lot 5, a distance of **199.92 feet** to a calculated point, on the westerly boundary line of Lot 4 of said SUNRISE MEADOWS Subdivision, same line being the easterly boundary line of said Lot 5, for the northeasterly corner of the herein described parcel, from which a 1/2 inch iron found on said original southerly ROW line of C.R. 314, and said northerly boundary line of SUNRISE MEADOWS Subdivision, being the northwesterly corner of said Lot 4, same point being the northeasterly corner of said Lot 5, bears N 21°28'31" W, a distance of 20.00 feet;
- 3) **THENCE, S 21°28'31" E**, departing said existing southerly ROW line, with the common boundary line of said Lot 4 and said Lot 5, a distance of **28.58 feet** to a 5/8 inch iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set, being 68.00 feet right of Engineer's baseline station 88+55.37, in said proposed southerly ROW line, for the southeasterly corner of the herein described parcel from which a 1/2 inch iron rod found being the southwesterly corner of said Lot 4, same point being the southeasterly corner of said Lot 5, bears S 21°28'31" E, a distance of 578.63 feet;
- 4) **THENCE, S 68°09'14" W**, with said proposed southerly ROW line, over and across said Lot 5, a distance of **199.92 feet** to the **POINT OF BEGINNING**, containing 0.1334 acre (5,811 square feet) of land more or less.

Bearings are based on the Texas Coordinate System of 1983, Central Zone NAD83 (2011). Coordinates shown hereon are grid values represented in U.S. Survey Feet. All distances shown hereon are surface values represented in U.S. Survey Feet based on a surface-to-grid Combined Adjustment Factor of 0.99985232.

This property description is accompanied by a separate parcel plat.

The use of the word certify or certification on this document only constitutes an expression of professional opinion regarding those facts or findings which are the subject of the certification, and does not constitute a warranty or guarantee, either expressed or implied.

I, Miguel A. Escobar, a Registered Professional Land Surveyor, do hereby certify that the above description and the accompanying sketch is true and correct to the best of my knowledge and belief and the property described herein was determined by a survey made on the ground between July 2020 and September 2022, under the direct supervision of M. Stephen Truesdale, LSLS, RPLS No. 4933 (now retired).

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

Inland Geodetics

Miguel A. Escobar, L.S.L.S., R.P.L.S.
Texas Reg. No. 5630
1504 Chisholm Trail Rd #103
Round Rock, Tx 78681
TBPELS Firm No. 10059100
Project No: SLAN-001



S:\SEILER-LANKES\CR 314\5-Descriptions-Reports\PARCEL-13-REYES.doc

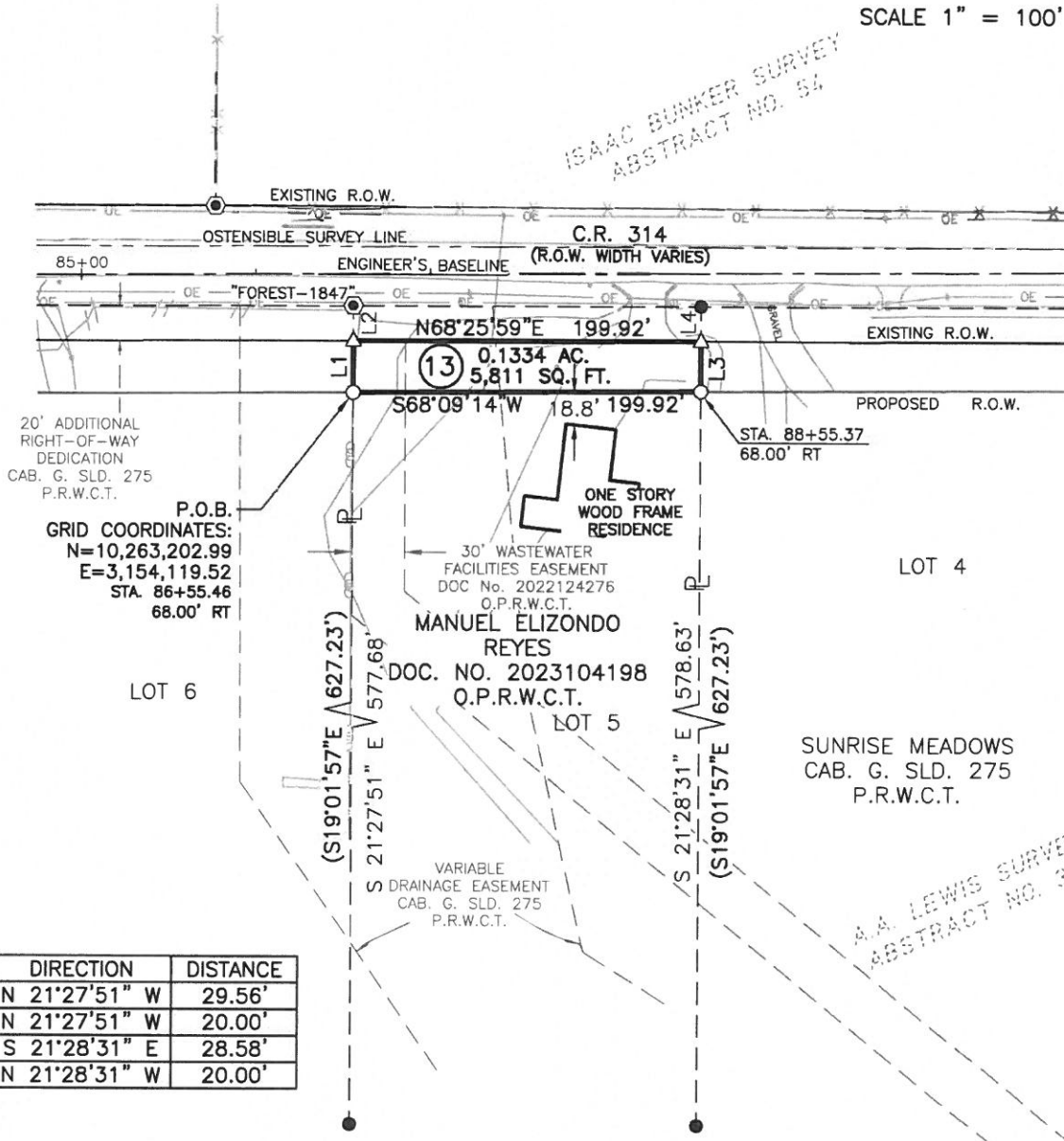
EXHIBIT A

PLAT TO ACCOMPANY DESCRIPTION

LEGEND

- | | | | |
|---|--|--------------|---|
| ⊙ | 1/2" IRON ROD WITH CAP FOUND (AS NOTED) | — | BREAKLINE |
| ● | 1/2" IRON ROD FOUND | P.R.W.C.T. | PLAT RECORDS
WILLIAMSON COUNTY, TEXAS |
| ○ | 5/8" IRON ROD W/ ALUMINUM CAP
STAMPED "WILLIAMSON COUNTY" SET | O.P.R.W.C.T. | OFFICIAL PUBLIC RECORDS
WILLIAMSON COUNTY, TEXAS |
| △ | CALCULATED POINT | P.O.B. | POINT OF BEGINNING |
| ℙ | PROPERTY LINE | () | RECORD INFORMATION |

50 0 50 100
SCALE 1" = 100'



PROJECT NO.: SLAN-001

03/27/2024

**INLAND
GEODETICS**
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF
MANUEL ELIZONDO REYES
SCALE
1" = 100'
WILLIAMSON COUNTY
PROJECT
C.R. 314

PARCEL 13
0.1334 AC.
5,811 SQ. FT.
PAGE 2 OF 3

EXHIBIT A

PLAT TO ACCOMPANY DESCRIPTION

NOTES:

- 1) BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE NAD83 (2011). COORDINATES SHOWN HEREON ARE GRID VALUES REPRESENTED IN U.S. SURVEY FEET. ALL DISTANCES SHOWN HEREON ARE SURFACE VALUES REPRESENTED IN U.S. SURVEY FEET BASED ON A SURFACE-TO-GRID COMBINED ADJUSTMENT FACTOR OF 0.99985232.
- 2) THE SYMBOLS REFLECTED IN THE LEGEND AND ON THIS SURVEY MAY HAVE BEEN ENLARGED FOR CLARITY. THE SYMBOLS HAVE BEEN PLOTTED AT THE CENTER OF THE FIELD LOCATION AND MAY NOT REPRESENT THE ACTUAL SIZE OR SHAPE OF THE FEATURE.
- 3) UTILITY INFORMATION SHOWN HEREON CONSTITUTES FIELD RECOVERY OF OBSERVED EVIDENCE OF UTILITIES. LOCATIONS OF UNDERGROUND UTILITIES/STRUCTURES MAY VARY FROM LOCATIONS SHOWN HEREON. ADDITIONAL BURIED UTILITIES/STRUCTURES, SUCH AS ELECTRICAL, TELEPHONE, CABLE TV AND PIPELINES, MAY BE ENCOUNTERED. NO EXCAVATIONS WERE MADE DURING THE PROGRESS OF THIS SURVEY TO LOCATE BURIED UTILITIES/STRUCTURES. FOR INFORMATION REGARDING BURIED UTILITIES/STRUCTURES OR BEFORE ANY EXCAVATION IS BEGUN, CONTACT THE APPROPRIATE AGENCIES FOR VERIFICATION OF UTILITY TYPE AND FOR FIELD LOCATION.
- 4) THE USE OF THE WORD CERTIFY OR CERTIFICATION ON THIS DOCUMENT ONLY CONSTITUTES AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THOSE FACTS OR FINDINGS WHICH ARE THE SUBJECT OF THE CERTIFICATION, AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EITHER EXPRESSED OR IMPLIED.
- 5) THE FOREGOING MAP AND SURVEY ON WHICH IT IS BASED IS ACCOMPANIED BY AND A PART OF SEPARATE METES AND BOUND DESCRIPTION OF THE SUBJECT TRACT.
- 6) REFERENCE IS HEREBY MADE TO THAT CERTAIN TITLE COMMITMENT (THE "TITLE COMMITMENT") ISSUED BY TEXAN TITLE COMPANY, UNDER GF NO. GT2302371, EFFECTIVE 03/12/2023 ISSUED 03/20/2024. THE EASEMENTS AND RESTRICTIONS LISTED ON SCHEDULE B OF THE TITLE COMMITMENT WERE REVIEWED BY THE SURVEYOR AND ARE SHOWN HEREON. SURVEYOR HAS RELIED UPON THE TITLE COMMITMENT AND MADE NO INDEPENDENT INQUIRY AS TO EASEMENTS AND RESTRICTIONS AFFECTING THE PROPERTY, OTHER THAN VISIBLE AND APPARENT EASEMENTS NOTED BY SURVEYOR DURING THE PREPARATION OF THE SURVEY AND REFLECTED HEREON.

I, MIGUEL A. ESCOBAR, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE ABOVE DESCRIPTION AND THE ACCOMPANYING SKETCH IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THE PROPERTY DESCRIBED HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND BETWEEN JULY 2020 AND SEPTEMBER 2022, UNDER THE DIRECT SUPERVISION OF M. STEPHEN TRUESDALE, LSLs, RPLS NO. 4933 (NOW RETIRED).

INLAND GEODETICS

Miguel A. Escobar
 MIGUEL A. ESCOBAR, L.S.L.S., R.P.L.S.
 TEXAS REG. NO. 5630
 1504 CHISHOLM TRAIL RD #103
 ROUND ROCK, TX 78681
 TBPELS FIRM NO. 10059100



SCHEDULE B:

1. RESTRICTIVE COVENANTS RECORDED IN CABINET G, SLIDES 275-276, PLAT RECORDS OF WILLIAMSON COUNTY TEXAS.
- 10a. ANY PORTION OF THE SUBJECT PROPERTY LYING WITHIN THE BOUNDARIES OF A PUBLIC OR PRIVATE A. ROADWAY, WHETHER DEDICATED OR NOT.
- 10b. RIGHTS OF TENANTS, AS TENANTS ONLY, UNDER EXISTING LEASE AGREEMENTS AFFECTING THE LAND.
- 10c. RIGHT-OF-WAY TWENTY (20) FEET IN WIDTH ALONG THE FRONT PROPERTY LINE(S), AS SHOWN BY THE RECORDED PLAT OF SUBDIVISION. (THE LOCATION IS SHOWN)
- 10d. DRAINAGE EASEMENTS AND SETBACKS AS SHOWN BY THE RECORDED PLAT OF SUBDIVISION. (THE LOCATION IS SHOWN)
- 10e. EASEMENT DATED MARCH 9, 1972, TO JARRELL-SCHWERTNER WATER SUPPLY CORPORATION, RECORDED IN VOLUME 586, PAGE 243, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS. (THE LOCATION CANNOT BE DETERMINED FROM THE RECORD DOCUMENT)
- 10f. EASEMENT DATED JANUARY 9, 1987, TO BARTLETT ELECTRIC COOPERATIVE, INC., RECORDED IN VOLUME 1622, PAGE 21, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. (THE LOCATION CANNOT BE DETERMINED FROM THE RECORD DOCUMENT)
- 10g. EASEMENT DATED MAY 27, 1988, TO BARTLETT ELECTRIC COOPERATIVE, INC., RECORDED IN VOLUME 1737, PAGE 909, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. (THE LOCATION CANNOT BE DETERMINED FROM THE RECORD DOCUMENT)
- 10h. (NOT A SURVEY MATTER)
- 10i. TERMS, CONDITIONS, AND STIPULATIONS OF THAT CERTAIN ELECTRIC UTILITY EASEMENT AND COVENANT OF ACCESS DATED JANUARY 30, 2014 AND RECORDED UNDER DOCUMENT NO. 2014008012, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (THE LOCATION CANNOT BE DETERMINED FROM THE RECORD DOCUMENT)
- 10j. WASTEWATER FACILITIES EASEMENT DATED SEPTEMBER 1, 2022, TO SONTERRA MUNICIPAL UTILITY DISTRICT, RECORDED UNDER DOCUMENT NO. 2022124276, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (THE LOCATION IS SHOWN)
- 10k. ANY PORTION OF THE ABOVE DESCRIBED TRACT THAT MAY LIE WITHIN THE 100 YEAR FLOOD PLAIN IS SUBJECT TO REGULATIONS GOVERNING THE USE AND DEVELOPMENT OF SUCH PROPERTY AS MAY BE PROMULGATED BY ANY GOVERNMENTAL ENTITY, FEDERAL, STATE, OR CITY GOVERNMENTS AS MAY EXIST IN WILLIAMSON COUNTY, TEXAS.
- 10l. (NOT A SURVEY MATTER)
- 10m. SUBJECT TO ANY VISIBLE OR APPARENT EASEMENT(S) OVER, UNDER OR ACROSS SUBJECT PROPERTY.
- 10n. RIGHTS OF PARTIES IN POSSESSION.
- 10o. INTENTIONALLY DELETED.

PROJECT NO.: SLAN-001

03/27/2024

 INLAND GEODETICS PROFESSIONAL LAND SURVEYORS 1504 CHISHOLM TRAIL RD. STE. 103 ROUND ROCK, TX. 78681 PH. (512) 238-1200, FAX (512) 238-1251 FIRM REGISTRATION NO. 100591-00	PARCEL PLAT SHOWING PROPERTY OF MANUEL ELIZONDO REYES		PARCEL 13 0.1334 AC. 5,811 SQ. FT.
	WILLIAMSON COUNTY	PROJECT C.R. 314	

County: Williamson
Parcel: 13E, Manuel Elizondo Reyes
Highway: County Road 314

03/27/2024
Page 1 of 3

EXHIBIT B
PROPERTY DESCRIPTION

DESCRIPTION OF A 0.0459 ACRE (1,999 SQUARE FOOT) PARCEL OF LAND SITUATED IN THE A.A. LEWIS SURVEY, ABSTRACT NO. 384 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 5 OF SUNRISE MEADOWS, A SUBDIVISION RECORDED IN CABINET G, SLIDE 275, OF THE PLAT RECORDS OF WILLIAMSON COUNTY TEXAS, DESCRIBED IN SPECIAL WARRANTY DEED TO MANUEL ELIZONDO REYES RECORDED IN DOCUMENT NO. 2023104198, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.0459 ACRE (1,999 SQUARE FOOT) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 5/8 inch iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set, (Grid Coordinates determined as N=10,263,202.99, E=3,154,119.52), being 68.00 feet right of Engineer's baseline station 86+55.46 on the proposed southerly right-of-way (ROW) line of County Road 314 (C.R. 314) (variable ROW width), same point being on the easterly boundary line of Lot 6 of said SUNRISE MEADOWS subdivision, same line being the westerly boundary line of said Lot 5, being the northwesterly corner and **POINT OF BEGINNING** of the herein described parcel;

- 1) **THENCE, N 68°09'14" E**, with said proposed southerly ROW line, over and across said Lot 5, a distance of **199.92 feet** to a 5/8 inch iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set, being 68.00 feet right of Engineer's baseline station 88+55.37, on the westerly boundary line of Lot 4, said SUNRISE MEADOWS subdivision, same line being the easterly boundary line of said Lot 5 for the northeasterly corner of the herein described parcel;
- 2) **THENCE, S 21°28'31" E**, departing said proposed southerly ROW line, with the common boundary line of said Lot 4 and said Lot 5, a distance of **10.00 feet** to a calculated point, for the southeasterly corner of the herein described parcel, from which a 1/2 inch iron rod found being the southwesterly corner of said Lot 4, same point being the southeasterly corner of said Lot 5, bears S 21°28'31" E a distance of 568.63 feet;
- 3) **THENCE, S 68°09'14" W**, over and across said Lot 5, a distance of **199.92 feet** to a calculated point on the common boundary line of said Lot 6 and said Lot 5, from which a 1/2 inch iron rod found being the southeasterly corner of said Lot 6, same point being the southwesterly corner of said Lot 5 bears S 21°27'51" E a distance of 567.68 feet;
- 4) **THENCE, N 21°27'51" W** with said common boundary line of Lot 6 and Lot 5, a distance of **10.00 feet** to the **POINT OF BEGINNING**, containing 0.0459 acre (1,999 square feet) of land more or less.

Bearings are based on the Texas Coordinate System of 1983, Central Zone NAD83 (2011). Coordinates shown hereon are grid values represented in U.S. Survey Feet. All distances shown hereon are surface values represented in U.S. Survey Feet based on a surface-to-grid Combined Adjustment Factor of 0.99985232.

This property description is accompanied by a separate parcel plat.

The use of the word certify or certification on this document only constitutes an expression of professional opinion regarding those facts or findings which are the subject of the certification, and does not constitute a warranty or guarantee, either expressed or implied.

The subject tract shown hereon is an easement, monuments were not set for corners.

I, Miguel A. Escobar, a Registered Professional Land Surveyor, do hereby certify that the above description and the accompanying sketch is true and correct to the best of my knowledge and belief and the property described herein was determined by a survey made on the ground between July 2020 and September 2022, under the direct supervision of M. Stephen Truesdale, LSLS, RPLS No. 4933 (now retired).

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

Inland Geodetics

Miguel A. Escobar, L.S.L.S., R.P.L.S.
Texas Reg. No. 5630
1504 Chisholm Trail Rd #103
Round Rock, Tx 78681
TBPELS Firm No. 10059100
Project No: SLAN-001

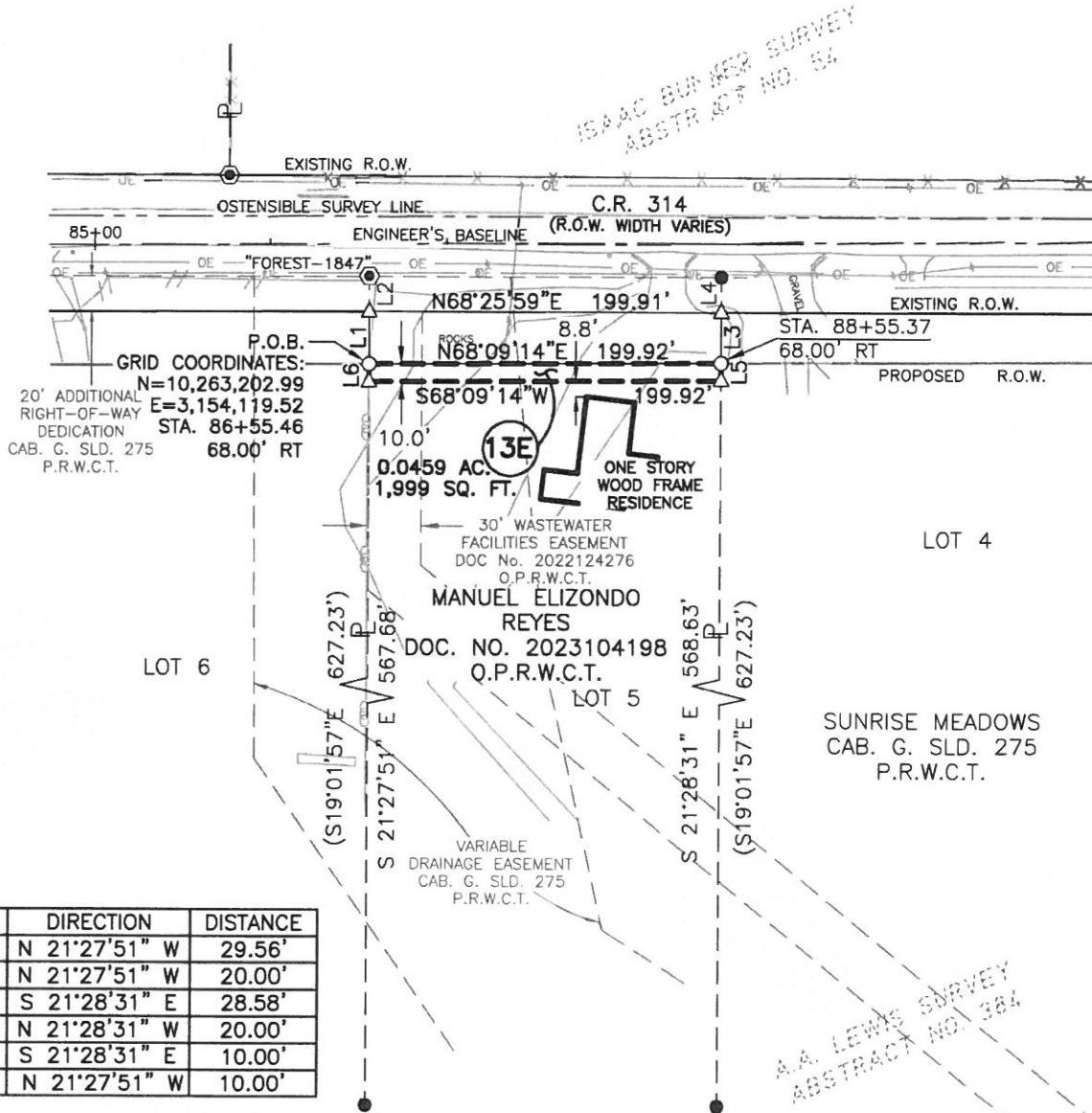
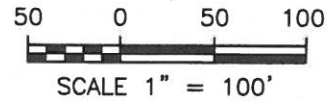


EXHIBIT B

PLAT TO ACCOMPANY DESCRIPTION

LEGEND

- | | | | |
|---|--|--------------|---|
| ⊙ | 1/2" IRON ROD WITH CAP FOUND (AS NOTED) | — | BREAKLINE |
| ● | 1/2" IRON ROD FOUND | P.R.W.C.T. | PLAT RECORDS
WILLIAMSON COUNTY, TEXAS |
| ○ | 5/8" IRON ROD W/ ALUMINUM CAP
STAMPED "WILLIAMSON COUNTY" SET | O.P.R.W.C.T. | OFFICIAL PUBLIC RECORDS
WILLIAMSON COUNTY, TEXAS |
| △ | CALCULATED POINT | P.O.B. | POINT OF BEGINNING |
| ⌒ | PROPERTY LINE | () | RECORD INFORMATION |



NO.	DIRECTION	DISTANCE
L1	N 21°27'51" W	29.56'
L2	N 21°27'51" W	20.00'
L3	S 21°28'31" E	28.58'
L4	N 21°28'31" W	20.00'
L5	S 21°28'31" E	10.00'
L6	N 21°27'51" W	10.00'

PROJECT NO.: SLAN-001

03/27/2024

INLAND GEODETICS PROFESSIONAL LAND SURVEYORS 1504 CHISHOLM TRAIL RD. STE. 103 ROUND ROCK, TX. 78681 PH. (512) 238-1200, FAX (512) 238-1251 FIRM REGISTRATION NO. 100591-00	PARCEL PLAT SHOWING PROPERTY OF MANUEL ELIZONDO REYES		PARCEL 13E 0.0459 AC. 1,999 SQ. FT.
	SCALE 1" = 100'	WILLIAMSON COUNTY	PROJECT C.R. 314

EXHIBIT B

PLAT TO ACCOMPANY DESCRIPTION

NOTES:

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INLAND GEODETICS

MIGUEL A. ESCOBAR, L.S.L.S., R.P.L.S.
TEXAS REG. NO. 5630
1504 CHISHOLM TRAIL RD #103
ROUND ROCK, TX 78681
TBPELS FIRM NO. 10059100



SCHEDULE B:

1. RESTRICTIVE COVENANTS RECORDED IN CABINET G, SLIDES 275-276, PLAT RECORDS OF WILLIAMSON COUNTY TEXAS.
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- 10g. EASEMENT DATED MAY 27, 1988, TO BARTLETT ELECTRIC COOPERATIVE, INC., RECORDED IN VOLUME 1737, PAGE 909, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. (THE LOCATION CANNOT BE DETERMINED FROM THE RECORD DOCUMENT)
- 10h. (NOT A SURVEY MATTER)
- 10i. TERMS, CONDITIONS, AND STIPULATIONS OF THAT CERTAIN ELECTRIC UTILITY EASEMENT AND COVENANT OF ACCESS DATED JANUARY 30, 2014 AND RECORDED UNDER DOCUMENT NO. 2014008012, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (THE LOCATION CANNOT BE DETERMINED FROM THE RECORD DOCUMENT)
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- 10n. RIGHTS OF PARTIES IN POSSESSION.
- 10o. INTENTIONALLY DELETED.

PROJECT NO.: SLAN-001

03/27/2024

PARCEL PLAT SHOWING PROPERTY OF

MANUEL ELIZONDO REYES

PARCEL 13E
0.0459 AC.
1,999 SQ. FT.

WILLIAMSON COUNTY

PROJECT
C.R. 314

PAGE 3 OF 3

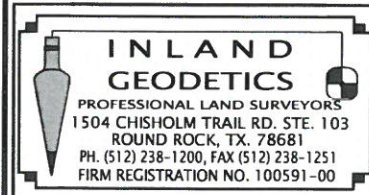


EXHIBIT C

Parcel 13

DEED

County Road 314 Right of Way

THE STATE OF TEXAS

§

COUNTY OF WILLIAMSON

§

§

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:

That **MANUEL ELIZONDO REYES**, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto **WILLIAMSON COUNTY, TEXAS**, all that certain tract(s) or parcel(s) of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows (the "Property"):

All of that certain 0.1334-acre (5,811 square foot) tract of land, out of and situated in the A. A. Lewis Survey, Abstract No. 384, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A," attached hereto and incorporated herein (**Parcel 13**)

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the Property, to wit: NONE

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record;

Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show;

Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County, Texas or 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:

MANUEL ELIZONDO REYES

ACKNOWLEDGMENT

STATE OF TEXAS

§

§

COUNTY OF _____

§

This instrument was acknowledged before me on this the ____ day of _____, 2024 by Manuel Elizondo Reyes in the capacity and for the purposes and consideration recited therein.

Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

Sheets & Crossfield, PLLC
309 East Main
Round Rock, Texas 78664

GRANTEE'S MAILING ADDRESS:

Williamson County, Texas
Attn: County Auditor
710 Main Street, Suite 101
Georgetown, Texas 78626

AFTER RECORDING RETURN TO:

EXHIBIT D

ELECTRIC UTILITY EASEMENT AND COVENANT OF ACCESS

STATE OF TEXAS

§

§

COUNTY OF WILLIAMSON

§

KNOW ALL MEN BY THESE PRESENTS:

That **MANUEL ELIZONDO REYES**, of Williamson County, Texas (hereinafter referred to as "Grantor," whether one or more), for the provision of electric service or other good and valuable consideration received the receipt and sufficiency of which is deemed valuable to Grantor and which is hereby expressly acknowledged and accepted by Grantor from Bartlett Electric Cooperative, Inc., a Texas electric cooperative corporation, whose mailing address is P. O. Box 200, Bartlett, Texas 76511, and physical address of 27492 Highway 95, Bartlett, Texas 76511 (hereinafter referred to as "Cooperative"), does hereby grant and convey unto the Cooperative, its successors and assigns, an Easement and right-of-way for above-ground facilities to include, but not be limited to, one or more electric lines and communication devices and/or lines or cables, crossarms, insulators, pole mounted equipment and supports for pole mounted equipment to overhang aerially but not physically touch Grantor's property for electric operations and/or maintenance, each consisting of a variable number of wires and circuits, and all necessary and desirable appurtenances and attachments including, but not limited to, poles, crossarms, guy wires and guy anchorages of varying heights and/or depths ("Easement"), over, across, along and upon all that certain land in Williamson County, Texas (hereinafter referred to as "Grantor's Property") more particularly described in Exhibit "B" attached hereto and incorporated herein by reference for all purposes (the "Easement").

The Easement and its rights and privileges herein granted shall include the right of temporary pedestrian and vehicular ingress and egress on, over, under, across, along and upon Grantor's Property and shall be used for the purposes of providing electric utility service to Grantor and/or others (overhead or underground), including, but not limited to, placing, constructing, reconstructing, operating, inspecting, patrolling, maintaining, removing, improving, upgrading, increasing or reducing the capability, capacity and number of circuits, repairing, and relocating electric and/or communication lines and/or devices, or distribution facilities or equipment, as well as reading any meter or performing any act relating to the provision of utility service.

This Easement, together with all rights and privileges herein granted, shall be a covenant running with the land for the benefit of the Cooperative, its successors and assigns, and such rights and privileges are severable and may be assigned in whole, or in part, as the Cooperative may desire. Grantor covenants that Grantor, Grantor's heirs, successors and assigns shall facilitate and assist Cooperative personnel in exercising Cooperative's rights and privileges herein described at all reasonable times.

The Cooperative shall also have the right to use so much of the remainder of Grantor's Property as may be reasonably necessary to provide electric utility service to Grantor's property including, but not limited to, construction, installation, repair and removal of the facilities that may at any time be necessary, at Cooperative's sole discretion, for the purposes herein specified. In exercising its ingress and egress rights under this instrument, the Cooperative shall use existing roads on Grantor's Property to the extent practicable, and otherwise the Cooperative shall use commercially reasonable efforts to exercise the rights granted in this paragraph in a manner that minimizes the Cooperative's interference with Grantor's use of Grantor's Property.

Should the Grantor erect locked gates or other barriers that include, but not limited to, hostile dogs, the Grantor will provide the Cooperative with convenient means to circumvent the barrier for access without notice. Refusal on the part of the Grantor to provide reasonable access for the above purposes may, at the Cooperative's option, be sufficient cause for discontinuance of service. Alternatively, the Cooperative may move the metering location and other facilities and charge Grantor the cost of relocating all facilities.

The Cooperative shall have the right to clear the Easement of all obstructions or to prevent possible interference with or hazards to the safety, operation, and reliability of any of said lines and/or facilities or devices, including, but not limited to, trimming, cutting down, and/or chemically treating trees, undergrowth, and shrubbery within the

Easement or within such proximity of the Cooperative's facilities so as to be hazardous to such facilities. Grantor shall not construct or locate any structure, building, or obstruction including, but not limited to, impound any water or place any temporary or permanent erection of any mast-type equipment or appurtenances, stock tanks, dams, storage piles, swimming pools, antenna, spas, water wells, and/or oil wells within the Easement that will violate any applicable safety codes or interfere with Cooperative's rights and privileges as herein granted. Cooperative has the right to install, use, maintain, and lock access gates, and to remove or prevent construction on the Easement of any or all buildings, structures, and obstructions at Grantor's expense.

Grantor agrees that the consideration received by the Grantor includes consideration for all damages for the initial construction of the Cooperative's facilities on Grantor's Property as well as all damages, if any, to Grantor's Property which may occur in the future after the initial construction of the Cooperative's facilities on Grantor's Property, directly resulting from the Cooperative's exercise of any of its rights herein granted. The Cooperative shall not be liable for any damages caused by maintaining the easement clear of trees, undergrowth, brush, buildings, structures, and/or obstructions.

Grantor warrants that Grantor is the owner of Grantor's Property and has the right to execute this instrument. Grantor warrants that there are no liens existing against Grantor's Property other than the following liens:

Grantor agrees that all of Cooperative's facilities installed on, over, under, across, along and upon Grantor's Property shall remain the sole property of Cooperative, removable at the sole option of the Cooperative.

TO HAVE AND TO HOLD the Easement and rights unto the Cooperative, its successors and assigns, until all of the Cooperative's lines and facilities shall be abandoned by a fully executed and recorded release of Grantor's Property by the Cooperative and not by removal of any or all Cooperative facilities, and in that event the Easement shall cease and all rights herein granted shall terminate and revert to Grantor, Grantor's heirs, successors or assigns; AND GRANTOR HEREBY BINDS GRANTOR, AND GRANTOR'S HEIRS, EXECUTORS, ADMINISTRATORS, AND SUCCESSORS, TO WARRANT AND FOREVER DEFEND THE EASEMENT AND RIGHTS HEREIN GRANTED UNTO THE COOPERATIVE, ITS SUCCESSORS AND ASSIGNS, AGAINST EVERY PERSON WHOMSOEVER LAWFULLY CLAIMING OR TO CLAIM THE SAME OR ANY PART THEREOF.

[signature page follows]

Grantor
Manuel Elizondo Reyes

Grantor

ACKNOWLEDGEMENT

THE STATE OF TEXAS

§
§
§

COUNTY OF _____

This instrument was acknowledged before me on the _____ day of _____, 20____,
by Manuel Elizondo Reyes, the person(s) named as Grantor(s) on the first page of this document.

Notary Public, State of Texas

DO NOT WRITE BELOW THIS LINE
COUNTY

RESERVED SPACE BELOW FOR RECORDING AT

CONSENT AND SUBORDINATION OF LIENHOLDER

_____ (“Lender”), is the present legal and equitable owner and holder of certain indebtedness of _____ (“Borrower”), secured by, among other things, the liens granted in a Deed of Trust dated _____, from Borrower to _____, Trustee, recorded under Document No. _____, Official Public Records of Williamson County, Texas (the “Lien”).

Lender hereby joins in this Electric Utility Easement (the “Easement”) for the sole purpose of consenting to the Easement and subordinating the Lien and all other liens it may have securing such indebtedness to the Easement. The undersigned has the authority to execute this Consent and Subordination of Lienholder on behalf of Lender and represents, in that regard, that all corporate action has been taken by Lender to make this a binding Consent and Subordination of Lienholder.

LENDER:

By: _____

Name: _____

Title: _____

THE STATE OF TEXAS §

§

COUNTY OF _____ §

This instrument was executed before me on this ____ day of _____, 2024, by _____, the _____ of _____, in the capacity and for the purposes and consideration recited herein.

Notary Public Signature

(seal)

Commissioners Court - Regular Session**52.****Meeting Date:** 04/16/2024

CR 314 Purchase Contract

Submitted For: Charlie Crossfield**Submitted By:** Charlie Crossfield, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on a real estate contract with Mario Moran and Horalia Mejia to acquire 0.0198 AC needed as right of way and 0.0048 acres needed as an electric utility easement for the CR 314 project (Parcel 16/16E). Funding Source: Road Bonds P364

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: 04/11/2024

Reviewed By

Becky Pruitt

Date

04/11/2024 11:50 AM

Started On: 04/11/2024 11:46 AM

REAL ESTATE CONTRACT

CR 314 Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by and between **MARIO MORAN and HORALIA MEJIA** (referred to in this Contract as "Seller") and **WILLIAMSON COUNTY, TEXAS** (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

**ARTICLE I
PURCHASE AND SALE**

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

All of that certain 0.0198-acre (861 square foot) tract of land, out of and situated in the A. A. Lewis Survey, Abstract No. 384, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 16**) and

Electric Utility Easement (the "Easement") interest only in 0.0048 acres (210 Square Feet) out of the A.A. Lewis Survey, Abstract No. 384, Williamson County, Texas; the location being more fully shown in Exhibit "A-2" attached hereto and incorporated herein (**Parcel 16E**).

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 Property shall be the sum of TWO THOUSAND THREE HUNDRED SEVENTY and 00/100 Dollars (\$2,370.00).

2.01.1 As Additional Compensation the Purchaser shall pay the amount of FIVE THOUSAND NINE HUNDRED and 00/100 Dollars (\$5,900.00) for the acquisition of any improvements on the Property.

2.02. The Purchase Price for the electric line easement portion of the Property described as Tract Two shall be the sum of TWO HUNDRED EIGHTY-EIGHT and 75/100 Dollars (\$288.75).

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 the Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the Closing).

Miscellaneous Conditions

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 current actual knowledge:

(1) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than as previously disclosed to Purchaser.

(2) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof.

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 Longhorn Title Company on or before March 15, 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, and a duly executed and acknowledged Electric Utility Easement conveying such interest to Bartlett Electric Cooperative, Inc., both 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 Easement shall be in the form as shown in Exhibit "C" attached hereto and incorporated herein.

(3) Provide reasonable assistance as requested, at no cost to Seller, to cause 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 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 year of Closing 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 but shall otherwise be 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 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 the Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

- (1) Owner's Title Policy and survey to be paid for by Purchaser.
- (2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.
- (3) All other closing costs shall be paid by the Purchaser.
- (4) Attorney's fees paid by each respectively as incurred.

ARTICLE VI BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

ARTICLE VII BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made, then Seller shall receive the amount of \$500 as liquidated damages for any failure by Purchaser.

ARTICLE VIII MISCELLANEOUS

Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

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

Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09 In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10 This Contract shall be effective as of the date it is approved by Williamson County, Texas which date is indicated beneath the County Judge's signature below.

Counterparts

8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

Contingent Possession and Use Agreement

8.12. Upon completion of (1) the full execution of this Contract by all parties, and (2) acknowledgment by the Title Company of delivery by Purchaser of the full Purchase Price to the Title Company, Purchaser, its agents and contractors shall be permitted at any time after March 15, 2024 to enter and possess the Property prior to Closing for the purpose of completing any and all necessary testing or preliminary investigation activities associated with the proposed CR 314 improvement construction project of Purchaser, and Seller agrees to make any gate access available to Purchaser, its contractors or utility facility owners as necessary to carry out the purposes of this paragraph. The parties further agree to continue to use diligence in assisting with any title curative measures or mortgage lien release required by the Contract to complete the Closing of the purchase transaction.

SELLER:

Mario Morán.
MARIO MORAN

Address: 1420 CR314

Jarrell, TX 76537

Date: 2-10-24

HORALIA MEJIA
HORALIA MEJIA

Date: 2-10-24

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr.
County Judge

Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

Date: _____

EXHIBIT A
PROPERTY DESCRIPTION

DESCRIPTION OF A 0.0198 ACRE (861 SQUARE FOOT) PARCEL OF LAND SITUATED IN THE A.A. LEWIS SURVEY, ABSTRACT NO. 384, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF LOT 2, SUNRISE MEADOWS, A SUBDIVISION OF RECORD IN CABINET G, SLIDE 275, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, DESCRIBED IN A WARRANTY DEED WITH VENDOR'S LIEN TO MARIO MORAN AND HORALIA MEJIA RECORDED IN DOCUMENT NO. 2001018481, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.0198 ACRE (861 SQUARE FOOT) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2 inch iron rod found 41.53 feet right of Engineer's baseline station 92+89.23 (Grid Coordinates determined as N=10,263,463.35, E=3,154,697.84), being on the easterly boundary line of said remainder of Lot 2, at its intersection with the existing south Right-of-Way (ROW) line of County Road 314 (CR 314), (ROW width varies) and on the westerly boundary line of that called 1.34 acre part of Lot 2 described in a Cash Warranty Deed to Lucio Chavez and Maria Ugalde Hernandez recorded in Document No. 2018019408, of the Official Public Records of Williamson County, Texas, for the northeasterly corner and **POINT OF BEGINNING** of the herein described parcel;

THENCE departing said existing ROW line of C.R. 314 with the common boundary line of said remainder of Lot 2 and said 1.34 acre tract the following two (2) courses:

- 1) **S 21°35'21" E** a distance of **18.66 feet**, to a calculated point, for an angle point in the easterly boundary line of the herein described parcel;
- 2) **S 25°59'21" W** a distance of **11.63 feet** to a 5/8 inch iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set in the proposed southerly ROW of C.R. 314 (variable ROW width) being 68.00 feet right of Engineer's baseline station 92+80.52, for the southeasterly corner of the herein described parcel;
- 3) **THENCE, S 68°09'14" W**, over and across said remainder of Lot 2, a distance of **25.14 feet**, to a 5/8 inch iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set in the westerly boundary line of said remainder of Lot 2, same line being the easterly boundary line of Lot 3 of said SUNRISE MEADOWS, and being 68.00 feet right of Engineer's baseline station 92+55.39, for the southwesterly corner of the herein described parcel;
- 4) **THENCE, N 21°28'28" W**, with the common boundary line of said Lot 3 and said remainder of Lot 2, a distance of **26.63 feet** to a calculated point in said existing southerly ROW line of C.R. 314, for the northwesterly corner of the herein described parcel, from which a 1/2 inch iron rod found in the original southerly ROW line of C.R. 314, same line being the northerly boundary line of said SUNRISE MEADOWS Subdivision, for the northeast corner of said Lot 3, same being the northwest corner of said remainder of Lot 2, bears N 21°28'28" W a distance of 20.00 feet;

County: Williamson
Parcel: 16, Mario Moran and Horalia Mejia
Highway: County Road 314

01/09/2024
Page 2 of 4

- 5) **THENCE, N 68°25'59" E**, departing said common boundary line of Lots 3 and 2, with the existing southerly ROW line of said C.R. 314, a distance of **33.67 feet**, to the **POINT OF BEGINNING**, containing 0.0198 acre (861 square feet) of land more or less.

Bearings are based on the Texas coordinate system of 1983, central zone NAD83 (2011). all distances shown hereon are surface values represented in U.S. survey feet based on a surface-to-grid combined adjustment factor of 0.99985232.

The use of the word certify or certification on this document only constitutes an expression of professional opinion regarding those facts or findings which are the subject of the certification, and does not constitute a warranty or guarantee, either expressed or implied.

This property description is accompanied by a separate parcel plat.

I, Miguel A. Escobar, a Registered Professional Land Surveyor, do hereby certify that the above description and the accompanying sketch is true and correct to the best of my knowledge and belief and the property described herein was determined by a survey made on the ground between July 2020 and September 2022, under the direct supervision of M. Stephen Truesdale, LSLS, RPLS No. 4933.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

Inland Geodetics



Miguel A. Escobar, L.S.L.S., R.P.L.S.
Texas Reg. No. 5630
1504 Chisholm Trail Rd #103
Round Rock, Tx 78681
TBPELS Firm No. 10059100
Project No: SLAN-001

S:\SEILER-LANKES\CR 314\5-Descriptions-Reports\PARCEL-16-MORAN.doc

EXHIBIT

PLAT TO ACCOMPANY DESCRIPTION

ENGINEER'S BASELINE

C.R. 314

(R.O.W. WIDTH VARIES)

92+00

93+00

20' ADDITIONAL
RIGHT-OF-WAY
DEDICATION
CAB. G. SLD. 275
P.R.W.C.T.

GRAVEL

GRAVEL

P.O.B.
GRID COORDINATES:
N=10,263,463.35
E=3,154,697.84
STA. 92+89.23
41.53' RT

SCALE 1" = 20'

EXISTING R.O.W.

N 68°25'59" E 33.67'

EXISTING R.O.W.

(16)

0.0198 AC.
861 SQ. FT.

LOT 3

SUNRISE MEADOWS
CAB. G. SLD. 275
P.R.W.C.T.

PROPOSED R.O.W.

S 68°09'14" W 25.14'

STA. 92+55.39

68.00' RT

S 68°09'14" W 25.14'

STA. 92+80.52

68.00' RT

LUCIO CHAVEZ AND
MARIA UGALDE
HERNANDEZ
1.34 ACRES
PART OF LOT 2
SUNRISE MEADOWS
DOC. NO. 2018019408
O.P.R.W.C.T.

MARIO MORAN &
HORALIA MEJIA

LOT 2

SUNRISE
MEADOWS

DOC. NO.
2001018481

O.P.R.W.C.T.

A.A. LEWIS SURVEY
ABSTRACT NO. 384

PROJECT NO.: SLAN-001

01/09/2024

**INLAND
GEODETICS**
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF

MARIO MORAN AND
HORALIA MEJIA

PARCEL 16
0.0198 AC.
861 SQ. FT.

SCALE
1" = 20'

WILLIAMSON COUNTY

PROJECT
C.R. 314

PAGE 3 OF 4

EXHIBIT
PLAT TO ACCOMPANY DESCRIPTION

TEXAN TITLE INSURANCE COMPANY
GF NO G12301896
SCHEDULE B

NOTES:

- 1) BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE NAD83 (2011). COORDINATES SHOWN HEREON ARE GRID VALUES REPRESENTED IN U.S. SURVEY FEET. ALL DISTANCES SHOWN HEREON ARE SURFACE VALUES REPRESENTED IN U.S. SURVEY FEET BASED ON A SURFACE-TO-GRID COMBINED ADJUSTMENT FACTOR OF 0.99988232.
- 2) THE SYMBOLS REFLECTED IN THE LEGEND AND ON THIS SURVEY MAY HAVE BEEN ENLARGED FOR CLARITY. THE SYMBOLS HAVE BEEN PLOTTED AT THE CENTER OF THE FIELD LOCATION AND MAY NOT REPRESENT THE ACTUAL SIZE OR SHAPE OF THE FEATURE.
- 3) UTILITY INFORMATION SHOWN HEREON CONSTITUTES FIELD RECOVERY OF OBSERVED EVIDENCE OF UTILITIES. LOCATIONS OF UNDERGROUND UTILITIES/STRUCTURES MAY VARY FROM LOCATIONS SHOWN HEREON. ADDITIONAL BURIED UTILITIES/STRUCTURES, SUCH AS ELECTRICAL, TELEPHONE, CABLE TV AND PIPELINES, MAY BE ENCOUNTERED. NO EXCAVATIONS WERE MADE DURING THE PROGRESS OF THIS SURVEY TO LOCATE BURIED UTILITIES/STRUCTURES. FOR INFORMATION REGARDING BURIED UTILITIES/STRUCTURES OR BEFORE ANY EXCAVATION IS BEGUN, CONTACT THE APPROPRIATE AGENCIES FOR VERIFICATION OF UTILITY TYPE AND FOR FIELD LOCATION.
- 4) THE USE OF THE WORD CERTIFY OR CERTIFICATION ON THIS DOCUMENT ONLY CONSTITUTES AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THOSE FACTS OR FINDINGS WHICH ARE THE SUBJECT OF THE CERTIFICATION, AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EITHER EXPRESSED OR IMPLIED.
- 5) THE FOREGOING MAP AND SURVEY ON WHICH IT IS BASED IS ACCOMPANIED BY AND A PART OF SEPARATE METES AND BOUND DESCRIPTION OF THE SUBJECT TRACT.
- 6) REFERENCE IS HEREBY MADE TO THAT CERTAIN TITLE COMMITMENT (THE "TITLE COMMITMENT") ISSUED BY TEXAN TITLE COMPANY, UNDER GF NO. G12301896, EFFECTIVE 11/27/2023 ISSUED 12/04/2023. THE EASEMENTS AND RESTRICTIONS LISTED ON SCHEDULE B OF THE TITLE COMMITMENT WERE REVIEWED BY THE SURVEYOR AND ARE SHOWN HEREON. SURVEYOR HAS RELIED UPON THE TITLE COMMITMENT AND MADE NO INDEPENDENT INQUIRY AS TO EASEMENTS AND RESTRICTIONS AFFECTING THE PROPERTY, OTHER THAN VISIBLE AND APPARENT EASEMENTS NOTED BY SURVEYOR DURING THE PREPARATION OF THE SURVEY AND REFLECTED HEREON.

LEGEND	
●	1/2" IRON ROD FOUND
○	5/8" IRON ROD W/ ALUMINUM CAP STAMPED
	"WILLIAMSON COUNTY" SET
△	CALCULATED POINT
ℙ	PROPERTY LINE
P.R.W.C.T.	PLAT RECORDS WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
P.O.B.	POINT OF BEGINNING
()	RECORD INFORMATION

PROJECT NO.: SLAN-001



PARCEL PLAT SHOWING PROPERTY OF

MARIO MORAN AND
HORIZONTAL MEJIA

WILLIAMSON COUNTY

PROJECT
C.R. 314

PARCEL 16
0.0198 AC.
861 SQ. FT.

PAGE 4 OF 4

01/09/2024



INLAND GEODETICS

MIGUEL A. ESCOBAR, L.S.L.S., R.P.L.S.
TEXAS REG. NO. 5630
1504 CHISHOLM TRAIL RD #103
ROUND ROCK, TX 78681
TBPELS FIRM NO. 10059100

I, MIGUEL A. ESCOBAR, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE ABOVE DESCRIPTION AND THE ACCOMPANYING SKETCH IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THE PROPERTY DESCRIBED HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND BETWEEN JULY 2020 AND SEPTEMBER 2022, UNDER THE DIRECT SUPERVISION OF M. STEPHEN TRUESDALE, LSL, RPLS NO. 4933.

1. RESTRICTIVE COVENANTS RECORDED IN CABINET G, SLIDES 275-276, OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS.
- 10a. ANY PORTION OF THE SUBJECT PROPERTY LYING WITHIN THE BOUNDARIES OF A PUBLIC OR PRIVATE A. ROADWAY, WHETHER DEDICATED OR NOT.
- 10b. RIGHTS OF TENANTS, AS TENANTS ONLY, UNDER EXISTING LEASE AGREEMENTS AFFECTING THE LAND.
- 10c. RIGHT-OF-WAY TWENTY (20) FEET IN WIDTH ALONG THE FRONT PROPERTY LINE(S), AS SHOWN BY THE RECORDED PLAT OF SUBDIVISION. (THE LOCATION IS SHOWN)
- 10d. EASEMENT DATED MARCH 9, 1972, TO JARRELL-SCHWERTNER WATER SUPPLY CORPORATION, RECORDED IN VOLUME 586, PAGE 243, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS. (LOCATION CANNOT BE DETERMINED FROM THE RECORD DOCUMENT)
- 10e. EASEMENT DATED JANUARY 9, 1987, TO BARTLETT ELECTRIC COOPERATIVE, INC., RECORDED IN VOLUME 1622, PAGE 21, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. (LOCATION CANNOT BE DETERMINED FROM THE RECORD DOCUMENT)
- 10f. ELECTRIC UTILITY EASEMENT DATED APRIL 2, 2001, TO BARTLETT ELECTRIC COOPERATIVE, INC., RECORDED UNDER DOCUMENT NO. 2002073574, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (LOCATION CANNOT BE DETERMINED FROM THE RECORD DOCUMENT)
- 10g. (NOT A SURVEY MATTER)
- 10h. SUBJECT TO ANY VISIBLE OR APPARENT EASEMENT(S) OVER, UNDER OR ACROSS SUBJECT PROPERTY.
- 10i. RIGHTS OF PARTIES IN POSSESSION.

EXHIBIT A-2
PROPERTY DESCRIPTION

DESCRIPTION OF A 0.0048 ACRE (210 SQUARE FOOT) PARCEL OF LAND SITUATED IN THE A.A. LEWIS SURVEY, ABSTRACT NO. 384, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF LOT 2, SUNRISE MEADOWS, A SUBDIVISION OF RECORD IN CABINET G, SLIDE 275, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, DESCRIBED IN A WARRANTY DEED WITH VENDOR'S LIEN TO MARIO MORAN AND HORALIA MEJIA RECORDED IN DOCUMENT NO. 2001018481, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.0048 ACRE (210 SQUARE FOOT) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 5/8 inch iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set, being 68.00 feet right of Engineer's baseline station 92+80.52 (Grid Coordinates determined as N=10,263,435.55, E=3,154,699.61), in the proposed southerly ROW line of C.R. 314 (variable ROW width) being on the westerly boundary line of that called 1.34 acre part of Lot 2 described in a Cash Warranty Deed to Lucio Chavez and Maria Ugalde Hernandez recorded in Document No. 2018019408, said Official Public Records, same being the easterly boundary line of said remainder of Lot 2, for the northeasterly corner and **POINT OF BEGINNING** of the herein described parcel, from which a 1/2 inch iron rod found being on the existing southerly ROW line of C.R. 314 (variable ROW width), same being in the common boundary line of said 1.34 acre tract and said remainder of Lot 2, bears N 25°59'21" E a distance of 11.63 feet, and N 21°35'21" W a distance of 18.66 feet;

THENCE with said common boundary line of said 1.34 acre tract and said remainder of Lot 2, the following two (2) courses:

- 1) **S 25°59'21" W**, a distance of **7.50 feet** to a calculated point for an angle point in the easterly boundary line of the herein described parcel;
- 2) **S 21°24'17" E**, a distance of **4.97 feet** to a calculated point for the southeasterly corner of the herein described parcel;
- 3) **THENCE, S 68°09'18" W**, over and across said remainder of Lot 2, a distance of **19.61 feet** to a calculated point in the easterly boundary line of Lot 3, said SUNRISE MEADOWS subdivision, same line being the westerly boundary line of said remainder of Lot 2, for the southwesterly corner of the herein described parcel;
- 4) **THENCE, N 21°28'28" W**, with the common boundary line of said Lot 3 and said remainder of Lot 2, a distance of **10.00 feet** to a 5/8 inch iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set, being 68.00 feet right of Engineer's Baseline station 92+55.39, on said proposed southerly ROW line of C.R. 314, for the northwesterly corner of the herein described parcel, from which a 1/2 iron rod found being on the original southerly ROW line of C.R. 314 (variable ROW width), same line being the northerly boundary line of said SUNRISE MEADOWS subdivision, said point being the northeasterly corner of said Lot 3 and the northwesterly corner of said remainder of Lot 2, bears N 21°28'28" W a distance of 46.63 feet;
- 5) **THENCE, N 68°09'14" E**, with said proposed southerly ROW line of C.R. 314, over and across said remainder of Lot 2 a distance of **25.14 feet** to the **POINT OF BEGINNING**, having an area of 0.0048 acres (210 square feet) of land more or less.

Bearings are based on the Texas coordinate system of 1983, central zone NAD83 (2011). all distances shown hereon are surface values represented in U.S. survey feet based on a surface-to-grid combined adjustment factor of 0.99985232.

County: Williamson
Parcel: 16E, Mario Moran and Horalia Mejia
Highway: County Road 314

01/16/2024
Page 2 of 4

The use of the word certify or certification on this document only constitutes an expression of professional opinion regarding those facts or findings which are the subject of the certification, and does not constitute a warranty or guarantee, either expressed or implied.

This property description is accompanied by a separate parcel plat.

The subject tract shown hereon is an easement, monuments were not set for corners.

I, Miguel A. Escobar, a Registered Professional Land Surveyor, do hereby certify that the above description and the accompanying sketch is true and correct to the best of my knowledge and belief and the property described herein was determined by a survey made on the ground between July 2020 and September 2022, under the direct supervision of M. Stephen Truesdale, LSLS, RPLS No. 4933.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

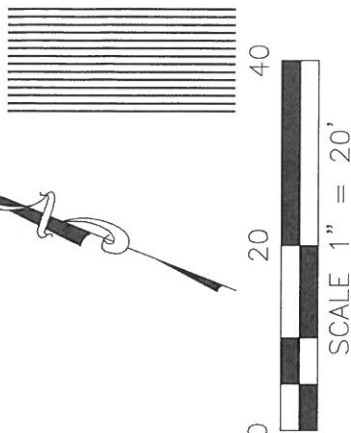
Inland Geodetics

Miguel A. Escobar, L.S.L.S., R.P.L.S.
Texas Reg. No. 5630
1504 Chisholm Trail Rd #103
Round Rock, Tx 78681
TBPELS Firm No. 10059100
Project No: SLAN-001



S:\SEILER-LANKES\CR 314\5-Descriptions-Reports\PARCEL-16-MORAN.doc

EXHIBIT



LINE	BEARING	DISTANCE
L1	S 25°59'21" W	7.50'
L2	S 21°24'17" E	4.97'
L3	S 68°09'18" W	19.61'
L4	N 21°28'28" W	10.00'
L5	N 68°09'14" E	25.14'
L6	N 25°59'21" E	11.63'
L7	N 21°35'21" W	18.66'

PROJECT NO.: SLAN-001

01/16/2024

PARCEL PLAT SHOWING PROPERTY OF

MARIO MORAN AND
HORELIA MEJIA

PARCEL 16E
0.0048 AC.
210 SQ. FT.

PROJECT
C.R. 314

WILLIAMSON COUNTY

PAGE 3 OF 4

**INLAND
GEODETICS**
PROFESSIONAL LAND SURVEYORS
504 CHISHOLM TRAIL RD., STE. 103
ROUND ROCK, TX, 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 1000591-00

SCALE
1" = 20'

EXHIBIT
PLAT TO ACCOMPANY DESCRIPTION

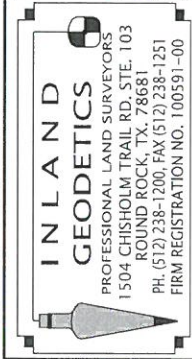
NOTES:

- 1) BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE NAD83 (2011). COORDINATES SHOWN HEREON ARE GRID VALUES REPRESENTED IN U.S. SURVEY FEET. ALL DISTANCES SHOWN HEREON ARE SURFACE VALUES REPRESENTED IN U.S. SURVEY FEET BASED ON A SURFACE-TO-GRID COMBINED ADJUSTMENT FACTOR OF 0.99985232.
- 2) THE SYMBOLS REFLECTED IN THE LEGEND AND ON THIS SURVEY MAY HAVE BEEN ENLARGED FOR CLARITY. THE SYMBOLS HAVE BEEN PLOTTED AT THE CENTER OF THE FIELD LOCATION AND MAY NOT REPRESENT THE ACTUAL SIZE OR SHAPE OF THE FEATURE.
- 3) UTILITY INFORMATION SHOWN HEREON CONSTITUTES FIELD RECOVERY OF OBSERVED EVIDENCE OF UTILITIES. LOCATIONS OF UNDERGROUND UTILITIES/STRUCTURES MAY VARY FROM LOCATIONS SHOWN HEREON. ADDITIONAL BURIED UTILITIES/STRUCTURES, SUCH AS ELECTRICAL, TELEPHONE, CABLE TV AND PIPELINES, MAY BE ENCOUNTERED. NO EXCAVATIONS WERE MADE DURING THE PROGRESS OF THIS SURVEY TO LOCATE BURIED UTILITIES/STRUCTURES. FOR INFORMATION REGARDING BURIED UTILITIES/STRUCTURES OR BEFORE ANY EXCAVATION IS BEGUN, CONTACT THE APPROPRIATE AGENCIES FOR VERIFICATION OF UTILITY TYPE AND FOR FIELD LOCATION.
- 4) THE USE OF THE WORD CERTIFY OR CERTIFICATION ON THIS DOCUMENT ONLY CONSTITUTES AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THOSE FACTS OR FINDINGS WHICH ARE THE SUBJECT OF THE CERTIFICATION, AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EITHER EXPRESSED OR IMPLIED.
- 5) THE FOREGOING MAP AND SURVEY ON WHICH IT IS BASED IS ACCOMPANIED BY AND A PART OF SEPARATE METES AND BOUND DESCRIPTION OF THE SUBJECT TRACT.
- 6) THE SUBJECT TRACT SHOWN HEREON IS AN EASEMENT, MONUMENTS WERE NOT SET FOR CORNERS.
- 7) REFERENCE IS HEREBY MADE TO THAT CERTAIN TITLE COMMITMENT (THE "TITLE COMMITMENT") ISSUED BY TEXAN TITLE COMPANY, UNDER GF NO. GT2301896, EFFECTIVE 11/27/2023 ISSUED 12/04/2023. THE EASEMENTS AND RESTRICTIONS LISTED ON SCHEDULE B OF THE TITLE COMMITMENT WERE REVIEWED BY THE SURVEYOR AND ARE SHOWN HEREON. SURVEYOR HAS RELIED UPON THE TITLE COMMITMENT AND MADE NO INDEPENDENT INQUIRY AS TO EASEMENTS AND RESTRICTIONS AFFECTING THE PROPERTY, OTHER THAN VISIBLE AND APPARENT EASEMENTS NOTED BY SURVEYOR DURING THE PREPARATION OF THE SURVEY AND REFLECTED HEREON.

LEGEND

- 1/2" IRON ROD FOUND
- 5/8" IRON ROD W/ ALUMINUM CAP STAMPED
- △ "WILLIAMSON COUNTY" SET
- CALCULATED POINT
- PROPERTY LINE
- P.R.W.C.T. PLAT RECORDS WILLIAMSON COUNTY, TEXAS
- O.P.R.W.C.T. OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
- P.O.B. POINT OF BEGINNING
- () RECORD INFORMATION

PROJECT NO.: SLAN-001



PARCEL PLAT SHOWING PROPERTY OF

MARIO MORAN AND
HORIZONTAL MEJIA

WILLIAMSON COUNTY

PARCEL 16E
0.0048 AC.
210 SQ. FT.

PROJECT
C.R. 314

PAGE 4 OF 4

SCHEDULE B:

1. RESTRICTIVE COVENANTS RECORDED IN CABINET G, SLIDES 275-276, OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS.
 - 10a. ANY PORTION OF THE SUBJECT PROPERTY LYING WITHIN THE BOUNDARIES OF A PUBLIC OR PRIVATE A. ROADWAY, WHETHER DEDICATED OR NOT.
 - 10b. RIGHTS OF TENANTS, AS TENANTS ONLY, UNDER EXISTING LEASE AGREEMENTS AFFECTING THE LAND.
 - 10c. RIGHT-OF-WAY TWENTY (20) FEET IN WIDTH ALONG THE FRONT PROPERTY LINE(S), AS SHOWN BY THE RECORDED PLAT OF SUBDIVISION. (THE LOCATION IS SHOWN)
 - 10d. EASEMENT DATED MARCH 9, 1972, TO JARRELL-SCHWERTNER WATER SUPPLY CORPORATION, RECORDED IN VOLUME 586, PAGE 243, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS. (LOCATION CANNOT BE DETERMINED FROM THE RECORD DOCUMENT)
 - 10e. EASEMENT DATED JANUARY 9, 1987, TO BARTLETT ELECTRIC COOPERATIVE, INC., RECORDED IN VOLUME 1622, PAGE 21, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. (LOCATION CANNOT BE DETERMINED FROM THE RECORD DOCUMENT)
 - 10f. ELECTRIC UTILITY EASEMENT DATED APRIL 2, 2001, TO BARTLETT ELECTRIC COOPERATIVE, INC., RECORDED UNDER DOCUMENT NO. 2002073574, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (LOCATION CANNOT BE DETERMINED FROM THE RECORD DOCUMENT)
 - 10g. (NOT A SURVEY MATTER)
 - 10h. SUBJECT TO ANY VISIBLE OR APPARENT EASEMENT(S) OVER, UNDER OR ACROSS SUBJECT PROPERTY.
 - 10i. RIGHTS OF PARTIES IN POSSESSION.
- I, MIGUEL A. ESCOBAR, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE ABOVE DESCRIPTION AND THE ACCOMPANYING SKETCH IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THE PROPERTY DESCRIBED HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND BETWEEN JULY 2020 AND SEPTEMBER 2022, UNDER THE DIRECT SUPERVISION OF M. STEPHEN TRUESDALE, L.S.L.S., R.P.L.S. NO. 4933.

INLAND GEODETICS

MIGUEL A. ESCOBAR, L.S.L.S., R.P.L.S.
TEXAS REG. NO. 5630
1504 CHISHOLM TRAIL RD #103
ROUND ROCK, TX 78681
TBPELS FIRM NO. 10059100



01/16/2024

Exhibit "B"

Parcel 16

DEED
County Road 314 Right of Way

THE STATE OF TEXAS

§

§

COUNTY OF WILLIAMSON

§

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:

That **MARIO MORAN and HORALIA MEJIA**, 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 0.0198-acre (861 square foot) tract of land, out of and situated in the A. A. Lewis Survey, Abstract No. 384, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein **(Parcel 16)**

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:

MARIO MORAN

ACKNOWLEDGMENT

STATE OF TEXAS

§

§

COUNTY OF _____

§

This instrument was acknowledged before me on this the ____ day of _____, 2024 by **MARIO MORAN** in the capacity and for the purposes and consideration recited therein.

Notary Public, State of Texas

GRANTOR:

HORALIA MEJIA

ACKNOWLEDGMENT

STATE OF TEXAS

§

§

COUNTY OF _____

§

This instrument was acknowledged before me on this the ____ day of _____, 2024 by **HORALIA MEJIA** 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:

Exhibit "C"

**ELECTRIC UTILITY EASEMENT
AND COVENANT OF ACCESS**

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

KNOW ALL MEN BY THESE PRESENTS:

That MARIO MORAN AND HORALIA MEJIA, of Williamson County, Texas (hereinafter referred to as "Grantor," whether one or more), for the provision of electric service or other good and valuable consideration received the receipt and sufficiency of which is deemed valuable to Grantor and which is hereby expressly acknowledged and accepted by Grantor from Bartlett Electric Cooperative, Inc., a Texas electric cooperative corporation, whose mailing address is P. O. Box 200, Bartlett, Texas 76511, and physical address of 27492 Highway 95, Bartlett, Texas 76511 (hereinafter referred to as "Cooperative"), does hereby grant and convey unto the Cooperative, its successors and assigns, an Easement and right-of-way for above-ground facilities to include, but not be limited to, one or more electric lines and communication devices and/or lines or cables, crossarms, insulators, pole mounted equipment and supports for pole mounted equipment to overhang aerially but not physically touch Grantor's property for electric operations and/or maintenance, each consisting of a variable number of wires and circuits, and all necessary and desirable appurtenances and attachments including, but not limited to, poles, crossarms, guy wires and guy anchorages of varying heights and/or depths ("Easement"), over, across, along and upon all that certain land in Williamson County, Texas (hereinafter referred to as "Grantor's Property") more particularly described in Exhibit "A" attached hereto and incorporated herein by reference for all purposes (the "Easement").

The Easement and its rights and privileges herein granted shall include the right of temporary pedestrian and vehicular ingress and egress on, over, under, across, along and upon Grantor's Property and shall be used for the purposes of providing electric utility service to Grantor and/or others (overhead or underground), including, but not limited to, placing, constructing, reconstructing, operating, inspecting, patrolling, maintaining, removing, improving, upgrading, increasing or reducing the capability, capacity and number of circuits, repairing, and relocating electric and/or communication lines and/or devices, or distribution facilities or equipment, as well as reading any meter or performing any act relating to the provision of utility service.

This Easement, together with all rights and privileges herein granted, shall be a covenant running with the land for the benefit of the Cooperative, its successors and assigns, and such rights and privileges are severable and may be assigned in whole, or in part, as the Cooperative may desire. Grantor covenants that Grantor, Grantor's heirs, successors and assigns shall facilitate and assist Cooperative personnel in exercising Cooperative's rights and privileges herein described at all reasonable times.

The Cooperative shall also have the right to use so much of the remainder of Grantor's Property as may be reasonably necessary to provide electric utility service to the Grantor's property including, but not limited to, construction, installation, repair and removal of the facilities that may at any time be necessary, at Cooperative's sole discretion, for the purposes herein specified. In exercising its ingress and egress rights under this instrument, the Cooperative shall use existing roads on Grantor's Property to the extent practicable, and otherwise the Cooperative shall use commercially reasonable efforts to exercise the rights granted in this paragraph in a manner that minimizes the Cooperative's interference with Grantor's use of Grantor's Property.

Should the Grantor erect locked gates or other barriers that include, but not limited to, hostile dogs, the Grantor will provide the Cooperative with convenient means to circumvent the barrier for access without notice. Refusal on the part of the Grantor to provide reasonable access for the above purposes may, at the Cooperative's option, be sufficient cause for discontinuance of service. Alternatively, the Cooperative may move the metering location and other facilities and charge Grantor the cost of relocating all facilities.

The Cooperative shall have the right to clear the Easement of all obstructions or to prevent possible interference with or hazards to the safety, operation, and reliability of any of said lines and/or facilities or devices, including,

but not limited to, trimming, cutting down, and/or chemically treating trees, undergrowth, and shrubbery within the Easement or within such proximity of the Cooperative's facilities so as to be hazardous to such facilities. Grantor shall not construct or locate any structure, building, or obstruction including, but not limited to, impound any water or place any temporary or permanent erection of any mast-type equipment or appurtenances, stock tanks, dams, storage piles, swimming pools, antenna, spas, water wells, and/or oil wells within the Easement that will violate any applicable safety codes or interfere with Cooperative's rights and privileges as herein granted. Cooperative has the right to install, use, maintain, and lock access gates, and to remove or prevent construction on the Easement of any or all buildings, structures, and obstructions at Grantor's expense.

Grantor agrees that the consideration received by the Grantor includes consideration for all damages for the initial construction of the Cooperative's facilities on Grantor's Property as well as all damages, if any, to Grantor's Property which may occur in the future after the initial construction of the Cooperative's facilities on Grantor's Property, directly resulting from the Cooperative's exercise of any of its rights herein granted. The Cooperative shall not be liable for any damages caused by maintaining the easement clear of trees, undergrowth, brush, buildings, structures, and/or obstructions.

Grantor warrants that Grantor is the owner of Grantor's Property and has the right to execute this instrument. Grantor warrants that there are no liens existing against Grantor's Property other than the following liens:

Grantor agrees that all of Cooperative's facilities installed on, over, under, across, along and upon Grantor's Property shall remain the sole property of Cooperative, removable at the sole option of the Cooperative.

TO HAVE AND TO HOLD the Easement and rights unto the Cooperative, its successors and assigns, until all of the Cooperative's lines and facilities shall be abandoned by a fully executed and recorded release of Grantor's Property by the Cooperative and not by removal of any or all Cooperative facilities, and in that event the Easement shall cease and all rights herein granted shall terminate and revert to Grantor, Grantor's heirs, successors or assigns; AND GRANTOR HEREBY BINDS GRANTOR, AND GRANTOR'S HEIRS, EXECUTORS, ADMINISTRATORS, AND SUCCESSORS, TO WARRANT AND FOREVER DEFEND THE EASEMENT AND RIGHTS HEREIN GRANTED UNTO THE COOPERATIVE, ITS SUCCESSORS AND ASSIGNS, AGAINST EVERY PERSON WHOMSOEVER LAWFULLY CLAIMING OR TO CLAIM THE SAME OR ANY PART THEREOF.

[signature page follows]

GRANTOR:

MARIO MORAN

HORALIA MEJIA

ACKNOWLEDGEMENT

THE STATE OF TEXAS

§

§

COUNTY OF _____

§

This instrument was acknowledged before me on the _____ day of _____, 20____,
by MARIO MORAN and HORALIA, the person(s) named as Grantor(s) on the first page of this
document.

Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

Sheets & Crossfield, PLLC
309 E. Main Street
Round Rock, Texas 78664

AFTER RECORDING RETURN TO:

DO NOT WRITE BELOW THIS LINE
COUNTY

RESERVED SPACE BELOW FOR RECORDING AT

Commissioners Court - Regular Session**53.****Meeting Date:** 04/16/2024

CR 255 Resolution for Condemnation

Submitted For: Charlie Crossfield**Submitted By:** Charlie Crossfield, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on a resolution determining the necessity and authorizing the use of eminent domain to condemn (1.014 acres and 0.471 acres) required for the construction of CR 255. (Kreinke/ Parcel 19 and 19A) Funding Source: TANS P588

Background

Fiscal Impact

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

Attachments

Resolution

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 04/11/2024

Reviewed By

Becky Pruitt

Date

04/11/2024 11:25 AM

Started On: 04/10/2024 04:26 PM

**IN THE COMMISSIONERS' COURT
OF WILLIAMSON COUNTY, TEXAS**

RESOLUTION

WHEREAS, the Commissioners' Court of Williamson County, Texas, has found and determined that in order to promote the public safety, to facilitate the safety and movement of traffic, and to preserve the financial investment of the public in its roadways, public necessity requires acquisition of fee simple title to that certain tract of land being 1.014 acres (Parcel 19) and 0.471 acres (Parcel 19A) described by metes and bounds in Exhibits "A & B" owned by **KEVIN KREINKE**, for the purpose of constructing, reconstructing, maintaining, and operating the County Road 255 roadway improvements ("Project"), excluding all the oil, gas, and sulphur which can be removed from beneath said real property, without any right whatever remaining to the owner of such oil, gas, and sulphur of ingress to or egress from the surface of said real property for the purpose of exploring, developing, or mining of the same, as a part of the improvements to the Project, at such locations as are necessary and that such constructing, reconstructing, maintaining, and operating shall extend across and upon, and will cross, run through, and be upon the hereinafter described real properties; and

WHEREAS, the Commissioners' Court of Williamson County, Texas, has, through agents employed by the said office, entered into bona fide good faith negotiations with the owners of the hereinafter described properties and has failed to agree with the owners on the compensation and damages, if any, due to said owners. Now, therefore, the Commissioners' Court of Williamson County, Texas is authorizing the use of its power of eminent domain to condemn property.

BE IT RESOLVED BY THE COMMISSIONERS' COURT OF THE COUNTY OF WILLIAMSON, that the County Attorney or his designated agent be and he is hereby authorized and directed to file or cause to be filed against the owners of any interest in, and the holders of any lien secured by, the following described tracts of land, described in Exhibits "A & B" attached hereto, a suit in eminent domain to acquire the property interests for the aforesaid purposes; and

It is the intent of the Commissioners' Court that this resolution authorizes the condemnation of all property interests required to complete the construction and maintenance of the Project and associated public purposes. If it is later determined that there are any errors in the descriptions contained herein or if later surveys contain more accurate revised descriptions, the County Attorney is authorized to have such errors corrected or revisions made without the necessity of obtaining a new resolution of the Commissioners' Court authorizing the condemnation of the corrected or revised Property.

BE IT FURTHER RESOLVED that the County Attorney or his designated agent be and he is hereby authorized and directed to incur such expenses and to employ such experts as he shall deem necessary to assist in the prosecution of such suit in eminent domain, including, but not limited to, appraisers, engineers, and land use planners or other required expert consultants.

Adopted this _____.

Bill Gravell, Jr.
Williamson County Judge

EXHIBIT "A"



P. O. Box 324
Cedar Park, Texas 78630-0324
(512) 259-3361
T.B.P.L.S. Firm No. 10103800

**1.014 ACRE RIGHT-OF-WAY PARCEL NO. 19
TANYA AND JOSEPH BLANCO
PORTION OF
WILLIAMSON COUNTY, TEXAS**

A DESCRIPTION OF 1.014 ACRES (APPROXIMATELY 44,183 SQ. FT.) IN THE JAMES NORTHCROSS SURVEY, ABSTRACT NO. 478, WILLIAMSON COUNTY, TEXAS, BEING A PORTION THAT CERTAIN CALLED 15.00 ACRE TRACT OF LAND CONVEYED TO TANYA AND JOSEPH BLANCO IN A WARRANTY DEED DATED JULY 7, 2016 AND RECORDED IN DOCUMENT NO. 2020105303 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 1.014 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a ½ inch iron rod with cap marked "RPLS 1213" Found in the existing east right-of-way line of County Road 255 (right-of-way width varies), for the Southwest corner of the herein described tract, the Northwest corner of that certain called 200.871 acre tract of land a described in the deed conveyed to NORTH VISTA RANCH LLC of record in document no.: 2016060626, Official Public Records Williamson County, Texas, from which a ½ inch iron rod with cap marked "RPLS 5785", bears South 20°33'46" East, a distance of 70.05 feet;

THENCE North 20°40'43" West with the west line of said BLANCO tract and the existing east right-of-way line of said County Road 255 a distance of 500.19 feet to the northwest corner of the herein described tract, the Northwest corner of said Blanco tract, and the southwest corner of that certain tract of land as conveyed to Christopher L. Anderson and Amyjo Anderson, according to the deed filed of record in instrument number (2014061997), official public records Williamson County, Texas, from which an iron rod found at the northwest corner of said Anderson tract bears North 20°41'43" West a distance of 30.01 feet;

THENCE North 70°50'12" East with the North line of said Blanco tract and the South line of said Anderson tract a distance of 90.94 feet to the northeast corner of the herein described tract, 5/8 inch iron rod with 1-1/2 inch aluminum cap marked "WILLIAMSON COUNTY" set for the Northeast corner of the herein described tract from which a ½ inch

iron rod with cap "Unreadable-22?2" found at the northeast corner of said Blanco tract bears North 70°50'12" East a distance of 1,222.22 feet;

THENCE South 20°05'16" East across said Blanco tract a distance of 500.08 feet to the Southeast corner of the herein described tract a 5/8 inch iron rod with 1-1/2 inch aluminum cap marked "WILLIAMSON COUNTY" set in the South line of said Blanco tract and the North line of said North Vista Ranch LLC tract from which a 1/2 inch iron rod with cap marked "PLS 2218" found at the Southeast corner of said Blanco tract bears North 70°49'59" East a distance of 1214.08 feet;

THENCE South 70°49'59" West with the South line of said Blanco tract and the North line of said North Visa Ranch LLC tract a distance of 85.78 feet to the **POINT OF BEGINNING**, containing 1.014 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 19.



Charles G. Walker Date: September 21, 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 1.014 ACRES (APPROXIMATELY 44,183 SQ. FT.) IN THE JAMES NORTHCROSS SURVEY, ABSTRACT NO. 478, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN TRACT OF LAND CONVEYED TO TANYA AND JOSEPH BLANCO, IN A DEED DATED AUGUST 05, 2014 AND RECORDED IN DOCUMENT NO. 2014061997 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

Surveyor's Notes:

Only those easements and that information listed in Title Commitment File No. GT2201310, issued by Texan Title Insurance Company on October 31, 2022, 8:00am, with an effective date of October 21, 2022, 8:00am, and re-listed below were considered regarding restrictions and matters affecting this property. No other research was performed by Walker Texas Surveyors, Inc. All underground utilities have not been located by this surveyor. The hereon signed Registered Professional Land Surveyor makes no warranty as to the existence or location of any such utility, whether serving the subject tract or for the purpose of servicing other properties. Subsurface and environmental conditions were not examined or considered as a part of this survey. The word "Certify" or "certification" as shown and used hereon means an expression of professional opinion regarding the facts of the survey and does not constitute a Warranty or guarantee, expressed or implied.

10a. Easement dated January 1, 1981, executed by William Daniels to Mid-State Telephone Company, recorded in Volume 826, Page 349, Deed Records, Williamson County, Texas. (Does affect, referenced to a called 330 acre tract)

10b. Easement dated September 12, 1983, executed by William Daniels to Chisholm Trail Water Supply Corporation, recorded in Volume 944, Page 762, Deed Records, Williamson County, Texas, and transferred to Chisholm Trail Special Utility District by instrument dated July 16, 1992, and recorded in Volume 2168, Page 44, Official records, Williamson County, Texas. (Does affect, referenced to a called 380.05 acre tract)

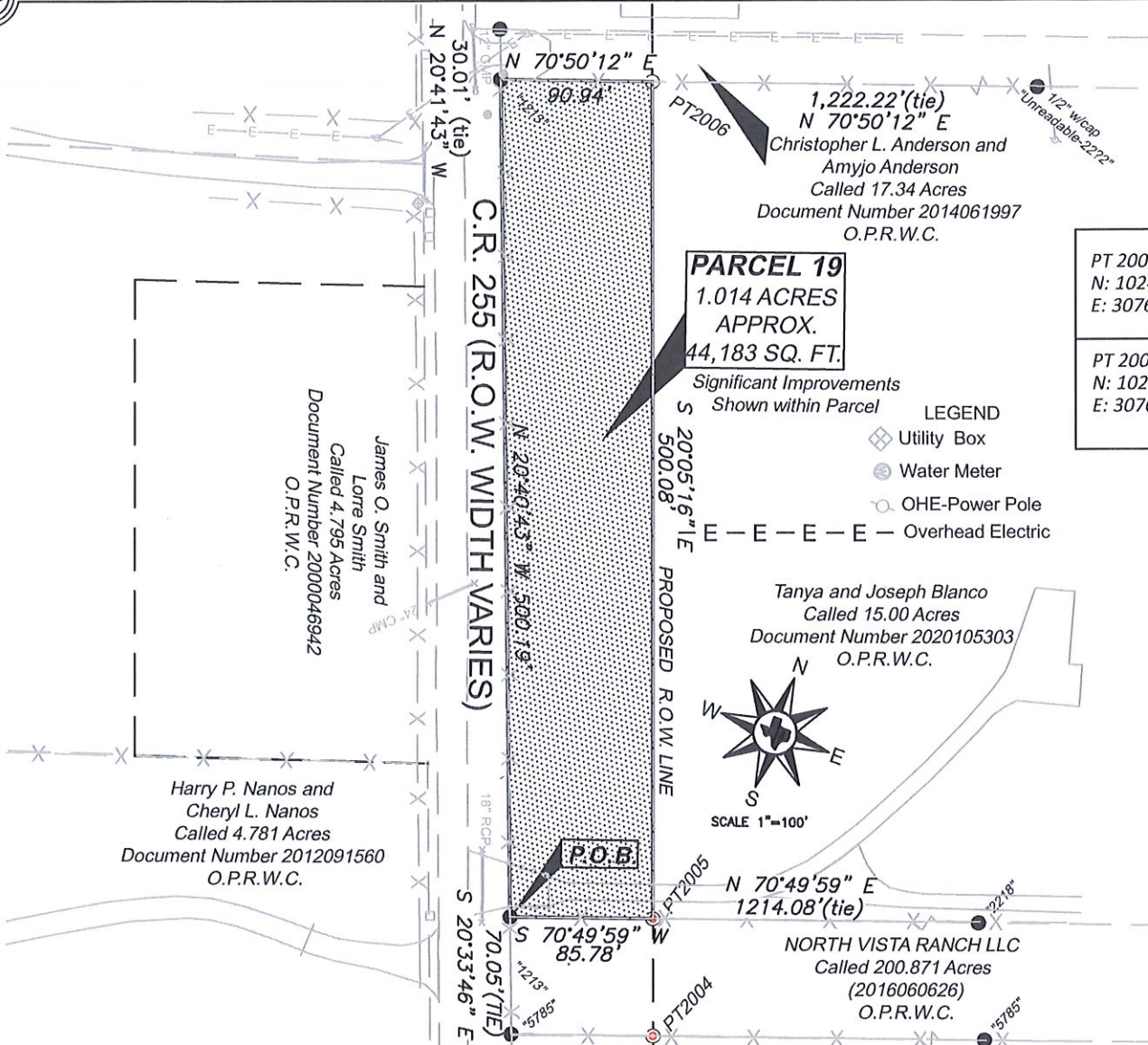
10i. Water line Easement dated October 15, 2013, executed by Lee Ann Skinner to Chisholm Trail Special Utility District, recorded under Document No. 201300398, Official records, Williamson County, Texas. (Does Affect 15 acre tract)

10j. Utility Easement dated November 2, 2014, executed by Aaron Skinner and Lee Ann Skinner to Pedernales Electric Cooperative, Inc., recorded under Document No. 2014000176, Official Records, Williamson County, Texas. (Does Affect 15 acre tract)

LEGEND

○	1/2" IRON ROD WITH "WALKER 5283" CAP SET
●	1/2" IRON ROD FOUND (UNLESS NOTED OTHERWISE)
Δ	CALCULATED POINT
P.R.W.C.T.	PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
O.R.W.C.T.	OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
()	RECORD INFORMATION





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 GEO DETIC 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.



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: SEPTEMBER 21, 2023
DRAWING NO.: 075029-02-PARCEL 19
PROJECT NO.: 0750504
DRAWN BY: MLH
PAGE 4 OF 4



EXHIBIT "B"



P. O. Box 324
Cedar Park, Texas 78630-0324
(512) 259-3361
T.B.P.L.S. Firm No. 10103800

**0.471 ACRE RIGHT-OF-WAY PARCEL NO. 19A
TANYA AND JOSEPH BLANCO
PORTION OF
WILLIAMSON COUNTY, TEXAS**

A DESCRIPTION OF 0.471 ACRES (APPROXIMATELY 20,513 SQ. FT.) IN THE JAMES NORTHCROSS SURVEY, ABSTRACT NO. 478, WILLIAMSON COUNTY, TEXAS, BEING A PORTION THAT CERTAIN CALLED 15.00 ACRE TRACT OF LAND CONVEYED TO TANYA AND JOSEPH BLANCO IN A WARRANTY DEED DATED JULY 7, 2016 AND RECORDED IN DOCUMENT NO. 2020105303 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 0.471 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at the Northwest 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 proposed East right of way line of County Road 255 (right-of-way width varies), from which a 1/2 inch iron rod with cap marked "RPLS 1213, found for the Northwest corner of said Blanco tract in the existing East right-of-way line of said County Road 255 (right-of-way width varies) the southwest corner of that certain tract of land as conveyed to Christopher L. Anderson and Amyjo Anderson, according to the deed filed of record in instrument number (2014061997), official public records Williamson County, Texas bears South 70°50'12" West a distance of 90.94 feet;

THENCE North 70°50'12" East with the North line of said Blanco tract and the South line of said Anderson tract a distance of 85.01 feet to the northeast corner of the herein described tract, a 1/2 inch iron rod with cap marked "Walker 5283" set for the Northeast corner of the herein described tract from which a 1/2 inch iron rod with "Unreadable cap 22?2" found for the northeast corner of said Blanco tract bears North 70°50'12" East a distance of 1137.21 feet;

THENCE South 20°05'16" East across said Blanco tract a distance of 198.15 feet a 1/2 inch iron rod with cap marked "Walker 5283" set for an angle point in the herein described tract;

THENCE South 24°54'44" West across said Blanco tract a distance of 120.21 feet to a ½ inch iron rod with cap marked "Walker 5283" set for the South corner of the herein described tract, in the proposed East right-of-way line of said County Road 255 from which a 5/8 inch iron rod with 1-1/2 inch aluminum cap marked "WILLIAMSON COUNTY" set in the South line of said Blanco tract bears South 20°05'16" East a distance of 215.56 feet;

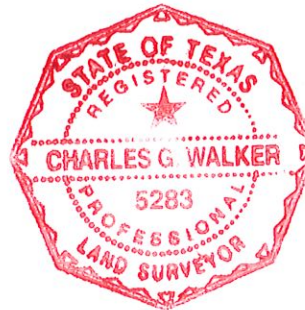
THENCE North 20°05'16" West across said Blanco tract, with the proposed East right-of-way line of said County Road 255 a distance of 284.52 feet the POINT OF BEGINNING, containing 0.471 acres of land more or less.

**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 19A.**

I hereby certify that the hereon map and description was performed under my direct supervision:



Charles G. Walker Date: September 21, 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 0.471 ACRES (APPROXIMATELY 20,513 SQ. FT.) IN THE JAMES NORTHCROSS SURVEY, ABSTRACT NO. 478, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN TRACT OF LAND CONVEYED TO TANYA AND JOSEPH BLANCO, IN A DEED DATED AUGUST 05, 2014 AND RECORDED IN DOCUMENT NO. 2014061997 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

Surveyor's Notes:

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10b. Easement dated September 12, 1983, executed by William Daniels to Chisholm Trail Water Supply Corporation, recorded in Volume 944, Page 762, Deed Records, Williamson County, Texas, and transferred to Chisholm Trail Special Utility District by instrument dated July 16, 1992, and recorded in Volume 2168, Page 44, Official records, Williamson County, Texas. (Does affect, referenced to a called 380.05 acre tract)

10i. Water line Easement dated October 15, 2013, executed by Lee Ann Skinner to Chisholm Trail Special Utility District, recorded under Document No. 201300398, Official records, Williamson County, Texas. (Does Affect 15 acre tract)

10j. Utility Easement dated November 2, 2014, executed by Aaron Skinner and Lee Ann Skinner to Pedemales Electric Cooperative, Inc., recorded under Document No. 2014000176, Official Records, Williamson County, Texas. (Does Affect 15 acre tract)

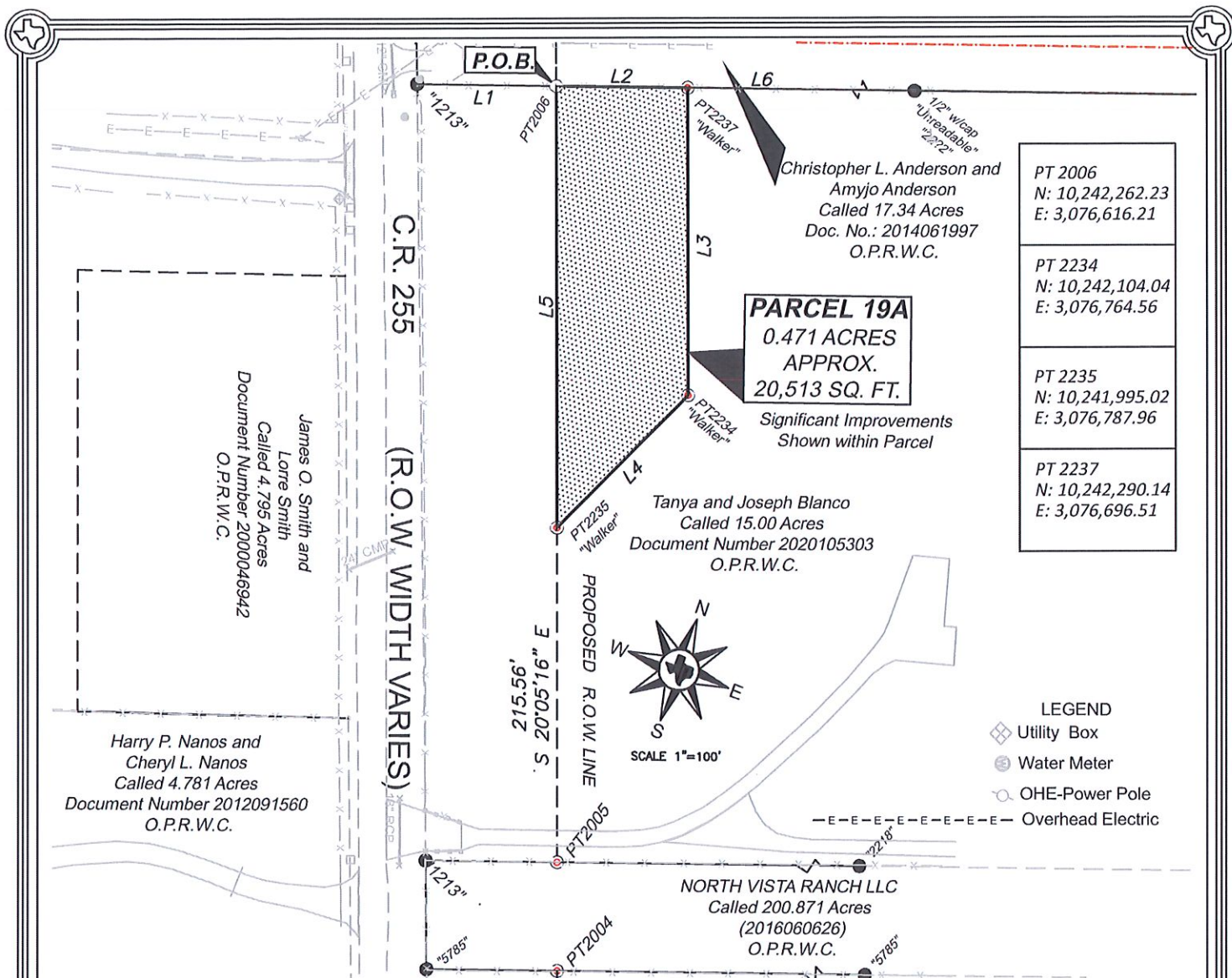
LEGEND

- 1/2" IRON ROD WITH "WALKER 5283" CAP SET
"Walker"
- 5/8" IRON ROD SET WITH 1-1/2" ALUMINUM CAP
MARKED "WILLIAMSON COUNTY"
- 1/2" IRON ROD FOUND (UNLESS NOTED OTHERWISE)
- △ CALCULATED POINT

P.R.W.C.T. PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.T. OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
O.R.W.C.T. OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
() RECORD INFORMATION

LINE	BEARING	DISTANCE
L1	S 70°50'12" W	90.94'
L2	N 70°50'12" E	85.01'
L3	S 20°05'16" E	198.15'
L4	S 24°54'44" W	120.21'
L5	N 20°05'16" W	284.52'
L6	N 70°50'12" E	1137.21'





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 GEO DETIC 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.



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: September 21, 2023
DRAWING NO.: 075029-02-PARCEL 19A
PROJECT NO.: 0750504
DRAWN BY: MLH
PAGE 4 OF 4



Commissioners Court - Regular Session

54.

Meeting Date: 04/16/2024

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
---------	----------	-------------	--------

Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 04/11/2024

Reviewed By

Becky Pruitt

Date

04/11/2024 11:30 AM

Started On: 04/10/2024 04:37 PM

Commissioners Court - Regular Session**55.****Meeting Date:** 04/16/2024

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 Mellencamp
- b) Project Glee
- c) Project Skyfall
- d) Project Stamper
- e) Project Soul Train
- f) Project Dragon
- g) Project School Bus

Background

Fiscal Impact

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

Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 04/11/2024

Reviewed By

Becky Pruitt

Date

04/11/2024 11:30 AM

Started On: 04/10/2024 04:38 PM