NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONERS COURT
July 30, 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 – 36)

3. Discuss, consider and take appropriate action on a line item transfer for the County Courts at Law.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0425.004134	Misdemeanor Cases - Court	$30,000.00
To	0100.0425.004163	Non-Custodial Mother-Crt appt	$15,000.00
To	0100.0425.004166	Non custodial Father/Crt appt.	$15,000.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
FROM:	0100.0554.003010	COMPUTER EQUIP < $5000	$6,877.04
TO:	0100.0554.003006	OFFICE EQUIP < $5000	$6,877.04

5. Discuss, consider and take appropriate action on a budget line item transfer for Justice of the Peace, PCT. 1.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0451.004232	Training, Conf., Seminars	$3,000.00
To	0100.0451.004141	Interpretors	$3,000.00

6. Discuss, consider, and take appropriate action on a line item transfer for Justice of the Peace, Precinct 3.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0453.003010	Computer Equipment	$3,000.00
To	0100.0453.003100	Office Supplies	$3,000.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0570.003008	LE Equipment < $5k	$5,000.00
To	0100.0570.003010	Computer Equipment < $5k	$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	0100.0570.003316	Medical/Hospital	$7,100.00
To	0100.0570.005003	Equipment > $5000	$7,100.00

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	0100.0570.003001	Small Equipment & Tools	$7000.00
To	0100.0570.004231	Travel	$7000.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0509.003319	Extermination	$1,733.38
To	0100.0509.003120	Printer Supplies	$733.38
To	0100.0509.003311	Uniforms	$1,000.00
From	0100.0509.004500	Maintenance Services	$42,000.00
To	0100.0509.004810	Lawn Service	$42,000.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0509.003900	Membership Dues	$845.66
To	0100.0509.005700	Vehicles	$845.66

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

13. Discuss, consider, and take appropriate action acknowledging line item transfers of $500 or less completed by the County Auditor during April - June 2024 (FY24-3rd Quarter).

14. Discuss, consider and take appropriate action on accepting a donation to Williamson County Juvenile Services from St. Richards's Episcopal Church in the amount of $150.00 to use for supplies for youths.

15. Discuss, consider and take appropriate action on reappointing Tommy Sladecek to ESD #5 board with the term to continue until December 31, 2025.

16. Discuss, consider and take appropriate action on survey services required for a weather station application at Granger Lake.

17. Discuss, consider, and take action on allowing the Williamson County Regional Animal Shelter to make an investment request with Petco Love.

18. Discuss, consider, and take action on the agreement between VCA Charities and the Williamson County Regional Animal Shelter.

19. Discuss, consider, and take appropriate action on approving service contract #2024244 with Brycomm, LLC in the amount of $33,560.00 pursuant to DIR contract #DIR-CPO-4777 and authorizing the execution of this agreement.

20. Discuss, consider and take appropriate action on approving service agreement #2024246 for a total monthly charge of $1,246.99 between Williamson County and Optimum Business for internet service upgrades from 500mb to 1G and add on security packages to 1821 SE Inner Loop account, authorizing the execution of the agreement and exempting the purchase from competitive bidding utilizing Tx. Gov Code 262.024 Discretionary Exemptions (a) (7) (c) electric power, gas, water, and other utility services.

21. Discuss, consider and take appropriate action on approving service agreement #2024247 for a total monthly charge of $1,246.99 between Williamson County and Optimum Business for service upgrades from 500mb to 1G and add on security packages to 508 S Rock St and authorizing the execution of the agreement and exempting the purchase from competitive bidding utilizing Tx. Gov Code 262.024 Discretionary Exemptions (a) (7) (c) electric power, gas, water, and other utility services.

22. Discuss, consider and take appropriate action on approving #2024248 for the purchase of annual Licensing and Maintenance for Two-Factor Authentication, DUO, from ConverageOne, Inc. in the amount of $76,779.92 per year, pursuant to DIR contract #DIR-TSO-4167, and approval of the quote.

23. Discuss, consider and take appropriate action on approving contract #2024235 for Software Licenses between Williamson County and Tenex Software Solutions, Inc., not to exceed $62,250.00 per year and authorizing the execution of the Agreement and exempting the purchase from competitive bidding under Texas Local Government Code 262.024(a)(7)(D); captive replacement parts or components for equipment.

24. Receive and acknowledge approval of Change Order No. 01 from Texas AirSystems for the Jail South Boiler Project in the amount of $23,429., which was approved by Williamson County Facilities Project Manager Daryl Mutz pursuant to the Commissioners Court's prior delegation of change order approval authority pursuant to Loc. Gov't Code Sec. 262.031. (Funding Source: 445P/445A/2.1 Jail).

25. Discuss, consider, and take appropriate action on approving the Contract for Construction, #2024243, with J.T. Vaughn Construction, LLC, for the Jester Annex Landscaping Modifications project for Facilities Management, in the amount of $42,945.00, pursuant to Cooperative Purchasing – OMNIA – Contract Number R200107, and authorize execution of the agreement.

26. Discuss, consider, and take appropriate action on approving the Agreement for Construction Services, #2024241, with G2 Construction Services, Inc., for 516 Pine Street – Roof and HVAC Repairs for Facilities Management, in the amount of $16,000.00 pursuant to Cooperative Purchasing – TIPS 211001, and authorize execution of the agreement.

27. Discuss, consider, and take appropriate action on awarding RFSQ #24RFSQ53 to Beck Architecture, LLC, for the Taylor Tax Office Expansion project for Facilities Management, in the amount of $89,500.00 and authorize execution of the agreement. Funding source is P638.

28. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive competitive sealed proposals for a contractor for Criminal Justice Center North Roof Replacement, under RFCSP #24RFCSP68; designating Reliance Architects for Architectural/ Engineering services, and approving, in the public interest, assigning the price criteria a weighted value of not less than 36.9 percent of the total weighted value of all selection criteria. The Funding Source is P615.

29. Discuss, consider, and take appropriate action on authorizing approval and execution of a termination agreement for the Personnel Building Expansion project with MODE Design Company and Williamson County, effective July 30th, 2024.

30. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed responses for Landfill Gas Recovery and Utilization Project, under RFP #24RFP67.

31. Discuss, consider and take appropriate action on Change Order No 1 to contract number 23IFB90 for Chasco Constructors in the amount of ($23,361.32) for CR 130 Pavement Rehabilitation. Funding source: P626.

32. Discuss, consider and take appropriate action on approval of the final plat for the Santa Rita Ranch Phase 2A, Section 6 subdivision – Precinct 2.

33. Discuss, consider and take appropriate action on approving the final plat for the Anothen subdivision – Precinct 3.

34. Discuss, consider and take appropriate action on approval of the final plat for the Gill Estates subdivision – Precinct 4.

35. Discuss, consider and take appropriate action on approval of the final plat for the Rancho Del Cielo Phase 3 subdivision – Precinct 4.

36. Discuss, consider and take appropriate action on approval of the final plat for the Flora Phase 1A, Sections 1 & 2 subdivision – Precinct 4.

REGULAR AGENDA

37. Discuss, consider and take appropriate action on the annual update from the Williamson County Economic Development Partnership (WilCo EDP).

38. Discuss, consider and take appropriate action on compensation related items regarding supplements for the Fiscal Year 2025.

39. Discuss, consider and take appropriate action on proposed changes to the Employee Policy Manual, effective October 1, 2024, including separate policies as needed.

40. Discuss, consider, and take appropriate action on awarding RFP #24RFP52 Learning Management System to Cranium Holdings, Inc. dba Business Training Library, LLC "BizLibrary" in the amount of $155,320.00 and authorizing the execution of the agreement.

41. Discuss, consider and take appropriate action on advertising and setting a date for the public hearing on the 2024-2025 County budget for Tuesday, August 27th, 2024 at 9:30 AM.

42. Discuss, consider, and take appropriate action to appoint the Presiding and Alternate Judges for a two-year appointment beginning on September 1, 2024, and ending on August 31, 2026.

43. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional revenues for the NACo Prescription Discount Card Program.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.370500	Miscellaneous Revenue	$151.00

44. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional expenditures for the NACo Prescription Discount Card Program.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0630.004921	Co Wide RX Disc Card Program	$151.00

45. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment acknowledging additional revenues for the Williamson County Regional Animal Shelter Donation Fund.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0546.0000.361300	Interest, Investments	$14,062.72
	0546.0000.367404	Animal Shelter Donations	$78,339.88
	0546.0000.367440	Jane's Fund Donations	$9,507.73
	0546.0000.367442	Play Yard Donations	$535.00
	0546.0000.367443	Heart Worm Trmt Donations	$5,206.00
	0546.0000.367445	SIT Team Donations	$863.00
	0546.0000.367447	Animal Transport Donations	$1,892.20
	0546.0000.367448	Kitten Care Donations	$2,680.67
	0546.0000.370150	Sales of Pet Care Products	$1,133.98

46. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment acknowledging additional expenditures for the Williamson County Regional Animal Shelter Donation Fund.

Fiscal Impact

From/To	Acct No.	Description	Amount

	0546.0546.003510	Purchases for Resale	$1,293.20
	0546.0546.003670	Use of Donations	$89,339.16
	0546.0546.004100	Professional Services	$10,842.66
	0546.0546.004105	Foster Home Care	$3,057.05
	0546.0546.004231	Travel	$2,157.87
	0546.0546.004232	Training	$984.17
	0546.0546.004509	Facility Enhancements	$610.12
	0546.0546.004975	Animal Medical Care	$5,936.95

47. Discuss, consider, and acknowledge a subgrant award from Federal Emergency Management Agency (FEMA) through the Texas Division of Emergency Management (TDEM) for the Winter Storm Mara for Emergency Protective Measures expenditures for grant number 4705DRTXP00000001 and project number 723541 in the amount of $59,882.30.

48. Discuss, consider, and take appropriate action on a subgrant award from Federal Emergency Management Agency (FEMA) through the Texas Division of Emergency Management (TDEM) for the Winter Storm Mara for Building Damage (Category E) expenditures for grant number 4705DRTXP00000001 and project number 723542 in the amount of $179,888.05.

49. Discuss, consider, and take appropriate action to approve a resolution authorizing the County Judge to execute certificates expressing official intent to reimburse costs of projects from 2023 Park Bond proceeds.

50. Discuss, consider and take appropriate action to approve the maintenance of a court awarded forfeiture unit for the Sheriff's Office General Fund Budget.

51. Discuss, consider and take any appropriate action regarding a Resolution Approving the issuance of Harris County Cultural Education Facilities Finance Corporation Hospital Revenue Bonds (Texas Children's Hospital) Series 2024 to finance and refinance the costs of certain facilities for the Texas Children's Hospital in compliance with Section 147(f) of the Internal Revenue Code (Note: The proposed resolution approving the bonds does not create any liability for Williamson County).

52. Discuss, consider, and take appropriate action on authorizing legal counsel for Williamson County to declare a final default and tender the CJC North Roof Replacement Project to the performance bond surety relating to the Contract for Construction Between Williamson County, Texas, and Texas Fifth Wall Roofing Systems, Inc, being dated effective October 24, 2023.

53. Discuss, consider, and take appropriate action on authorizing the termination of the Service and Maintenance Agreements with Hamilton Vaultronics LLC for the Williamson County Tax Office Round Rock and Cedar Park locations, effective September 30, 2024, and that appropriate officials take necessary actions to provide notice of such termination of the agreements.

54. Discuss, consider, and take appropriate action on the engagement of the law firm of Bickerstaff Heath Delgado Acosta LLP to represent Williamson County in relation to the case of Cause No. 23-0195-C425; Maria Barroyeta Rojas v. Paul Schmidt, et al.; In the 425th Judicial District Court of Williamson County, Texas; 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 Texas Local Government Code § 262.024(a)(4).

55. Discuss, consider and take appropriate action on an Agreement between Williamson County and Dell Computer Holdings L.P. (Dell) relating to the Williamson County Sheriff's Office use of Dell's real property for purposes of training.

56. Discuss, consider, and take appropriate action on approving the Contract for Construction, #2024240, with G2 Construction Services, Inc., for the Historic Jail – Partial Demolition for Facilities Management, in the amount of $475,000.00 pursuant to Cooperative Purchasing – TIPS 211001, and authorize execution of the agreement. Funding source is P610.

57. Discuss, consider, and take appropriate action on authorizing the purchase of street level data analytics to include professional asset extraction services and two-year software license from Cyclomedia Technology, Inc. in the amount of Two Hundred Thirteen Thousand Five Hundred Dollars ($213,500.00), utilizing the Interlocal Agreement between Williamson County and Williamson County Appraisal District (WCAD) pursuant to the Interlocal Cooperation Act, Texas Government Code 791.001 -- 791.030 which was previously approved on 06/25/2024 agenda item #12, and authorize the execution of the agreement.

58. Discuss, consider, and take appropriate action on awarding IFB #24IFB59 to Capital Excavation Company for the East Wilco Hwy Segment 2 Phase 1 for HNTB in the amount of $64,407,606.63 and authorize execution of this agreement. The funding source is P392.

59. Discuss, consider and take appropriate action on Work Authorization No 4 in the amount of $175,000.00 to expire on December 31, 2025 under Williamson County Contract for Surveying Services between Diamond Surveying, Inc. and Williamson County dated March 19, 2024 for Long Range Transportation Plan (LRTP) On Call Surveying Services. Funding source: P457.

60. Discuss, consider and take appropriate action on a Development Agreement with WBW Single Development, LLC.

61. Discuss, consider and take appropriate action on a Contract Amendment No. 1 to the Ronald Reagan Boulevard Segment D2 contract between Williamson County and American Structurepoint, Inc. relating to the 2023 Road Bond Program. Project: P674 Fund Source: Road Bonds

62. Discuss, consider and take appropriate action on a resolution determining the necessity and authorizing the use of eminent domain to condemn (0.603 acres) required for the construction of CR 313. (Brandi Ritchie and John Frederick Schimanski, Jr./ Parcel 3) Funding Source: Road & Bridge P457

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)."

63. 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 the 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 CR 143
c) Discuss the acquisition of real property for County Facilities.
d) Discuss the acquisition of real property for CR 255.
e) Discuss the acquisition of real property for SH 195 @ Ronald Reagan.
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 E. Wilco Highway.
i) Discuss the acquisition of right-of-way for Corridor A.
j) Discuss the acquisition of right-of-way for Corridor B
k) Discuss the acquisition of right-of-way for Corridor C.
l) Discuss the acquisition of right-of-way for Corridor D.
m) Discuss the acquisition of right-of-way for Corridor E.
n) Discuss the acquisition of right-of-way for Corridor F
o) Discuss the acquisition of right-of-way for Corridor H
p) Discuss the acquisition of right of way for Corridor J.
q) Discuss the acquisition of right of way for Corridor K.
r) Discuss the acquisition of right of way for Corridor I.
s) Discuss the acquisition of right-of-way for Ronald Reagan Widening.
t) Discuss the acquisition of right-of-way for CR 313.
u) Discuss the acquisition of right of way for Bagdad Road/CR 279.
v) Discuss the acquisition of right of way for CR 314.
w) Discuss the acquisition of real property for the Seward Junction Loop
x) Discuss the acquisition of real property for CR 110N
y) Discuss acquisition of real property located near 6531 RM 2243, Leander, Texas
z) Discuss the acquisition of real property for the Long Range Transportation Plan.

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

64. 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 Skyfall
b) Project Soul Train
c) Project School Bus
d) Project Lunch Lady

65. 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. 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
19. 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
20. 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

21. Cause No. 23-2583-C480; Chauncy Williams v. Adrianne Pernell, et al.; In the 480th Judicial District Court of Williamson County, Texas
22. Cause No. 3-2566-C480; Williamson County, Texas v. DM Medical Billings, LLC and Dina Mueller; In the 480th Judicial District Court; Williamson County, Texas
23. Cause No. 23-0195-C425; Maria Barroyeta Rojas v. Paul Schmidt, et al.; In the 425th Judicial District Court of Williamson County, Texas

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, laws and proceedings pertaining to attorney client privileged communications relating to county business.
4. Legal matters pertaining to the CJC North Roof Replacement Project and Contract for Construction Between Williamson County, Texas, and Texas Fifth Wall Roofing Systems, Inc.

66. 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).

67. 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).

68. 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)

69. Discuss and take appropriate action concerning economic development.

70. Discuss and take appropriate action concerning real estate.

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

a. General:

1. Litigation or claims or potential litigation or claims against the County or by the County
2. Status Update-Pending Cases or Claims
3. Employee/personnel related matters
4. Other confidential attorney-client matters, including contracts and certain matters related to

county defense issues in which the duty of the attorney to the governmental body within the attorney/client relationship clearly conflicts with Chapter 551 of the Texas Government Code.

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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
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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. 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
19. 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
20. 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
21. Cause No. 23-2583-C480; Chauncy Williams v. Adrianne Pernell, et al.; In the 480th Judicial District Court of Williamson County, Texas
22. Cause No. 3-2566-C480; Williamson County, Texas v. DM Medical Billings, LLC and Dina Mueller; In the 480th Judicial District Court; Williamson County, Texas
23. Cause No. 23-0195-C425; Maria Barroyeta Rojas v. Paul Schmidt, et al.; In the 425th Judicial District Court of Williamson County, Texas

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, laws and proceedings pertaining to attorney client privileged communications relating to county business.
4. Legal matters pertaining to the CJC North Roof Replacement Project and Contract for Construction Between Williamson County, Texas, and Texas Fifth Wall Roofing Systems, Inc.

72. 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.

73. Comments from Commissioners.

74. 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 26th day of July 2024 at 3:00 P.M. and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Commissioners Court - Regular Session **3.**

Meeting Date: 07/30/2024

Line Item Transfer for the County Courts at Law

Submitted By: Sharrion Threadgill, County Court At Law #4

Department: County Court At Law #4

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a line item transfer for the County Courts at Law.

Background

Additional funds are needed for court-appointed noncustodial mother and noncustodial father for FY 23/24.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0425.004134	Misdemeanor Cases - Court	$30,000.00
To	0100.0425.004163	Non-Custodial Mother-Crt appt	$15,000.00
To	0100.0425.004166	Non custodial Father/Crt appt.	$15,000.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	07/24/2024 05:15 PM
Budget Office	Saira Hernandez	07/25/2024 10:41 AM
Form Started By: Sharrion Threadgill		Started On: 07/24/2024 01:57 PM
Final Approval Date: 07/25/2024		

Commissioners Court - Regular Session **4.**

Meeting Date: 07/30/2024

Line Item Transfer for Constable 4

Submitted By: Brian Olson, Constable Pct. #4

Department: Constable Pct. #4

Agenda Category: Consent

Information

Agenda Item

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

Background

Need additional funds to purchase, install and maintain building security cameras in the Taylor Annex specifically in the Constable 4 office lobby, training room, evidence room and areas that recently underwent major building remodel work. All equipment has been approved to work with the existing security camera architecture by Wilco IT Don Heflin.

Fiscal Impact

From/To	Acct No.	Description	Amount
FROM:	0100.0554.003010	COMPUTER EQUIP < $5000	$6,877.04
TO:	0100.0554.003006	OFFICE EQUIP < $5000	$6,877.04

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	07/23/2024 08:38 AM
Budget Office	Saira Hernandez	07/23/2024 09:18 AM
Form Started By: Brian Olson		Started On: 07/21/2024 10:53 PM
Final Approval Date: 07/23/2024		

Commissioners Court - Regular Session **5.**

Meeting Date: 07/30/2024

Budget Line Item Transfer for Justice of the Peace, PCT 1

Submitted For: KT Musselman **Submitted By:** Misty Lamb, J.P. Pct. #1

Department: J.P. Pct. #1

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a budget line item transfer for Justice of the Peace, PCT. 1.

Background

Justice of the Peace, PCT 1 is requesting a line item transfer in the amount of $3,000.00 to cover the Communication by Hand invoice that was submitted in the amount of $2,210.00 for two small claims jury trials that lasted 8.5 hours. In addition, the interpreter budget line has a negative balance of $84.95 and the invoices for the language line on average are about $130.00 to $185.00 a month for August and September that will be coming in.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0451.004232	Training, Conf., Seminars	$3,000.00
To	0100.0451.004141	Interpretors	$3,000.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	07/24/2024 10:12 PM
Budget Office	Saira Hernandez	07/25/2024 10:41 AM
Form Started By: Misty Lamb		Started On: 07/22/2024 09:17 AM
Final Approval Date: 07/25/2024		

Commissioners Court - Regular Session **6.**

Meeting Date: 07/30/2024

Line Item Transfer

Submitted For: Evelyn McLean **Submitted By:** Cherie Vasquez, J.P. Pct. #3

Department: J.P. Pct. #3

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on a line item transfer for Justice of the Peace, Precinct 3.

Background

The office of JP3 is requesting a line item transfer from 0100.0453.003010 (Computer Equipment <$5,000) to 0100.0453.003100 (Office Supplies) in the amount of $3000.00 to fund office supply expenses through this fiscal year.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0453.003010	Computer Equipment	$3,000.00
To	0100.0453.003100	Office Supplies	$3,000.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	07/24/2024 05:16 PM
Budget Office	Saira Hernandez	07/25/2024 10:41 AM
Form Started By: Cherie Vasquez		Started On: 07/24/2024 03:07 PM
Final Approval Date: 07/25/2024		

Commissioners Court - Regular Session **7.**

Meeting Date: 07/30/2024

Line item transfer for the County Sheriff, Corrections Bureau

Submitted For: Mike Gleason **Submitted By:** ABIGAIL TAYLOR, 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 Computer Equipment.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0570.003008	LE Equipment < $5k	$5,000.00
To	0100.0570.003010	Computer Equipment < $5k	$5,000.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	07/24/2024 05:14 PM
Budget Office	Saira Hernandez	07/25/2024 10:41 AM
Form Started By: ABIGAIL TAYLOR		Started On: 07/24/2024 01:41 PM
Final Approval Date: 07/25/2024		

Commissioners Court - Regular Session **8.**

Meeting Date: 07/30/2024

Line item transfer for the County Sheriff, Corrections Bureau

Submitted For: Mike Gleason **Submitted By:** ABIGAIL TAYLOR, 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 for the purpose of buying the necessary additional equipment in the Williamson County Jail Kitchen.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0570.003316	Medical/Hospital	$7,100.00
To	0100.0570.005003	Equipment > $5000	$7,100.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	07/24/2024 05:17 PM
Budget Office	Saira Hernandez	07/25/2024 10:41 AM

Form Started By: ABIGAIL TAYLOR Started On: 07/24/2024 03:27 PM

Final Approval Date: 07/25/2024

Commissioners Court - Regular Session **9.**

Meeting Date: 07/30/2024

Line item transfer for the County Sheriff, Corrections Bureau

Submitted For: Mike Gleason **Submitted By:** ABIGAIL TAYLOR, 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 travel.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0570.003001	Small Equipment & Tools	$7000.00
To	0100.0570.004231	Travel	$7000.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	07/25/2024 11:52 AM
Budget Office	Saira Hernandez	07/25/2024 12:39 PM
Form Started By: ABIGAIL TAYLOR		Started On: 07/25/2024 11:39 AM
Final Approval Date: 07/25/2024		

Commissioners Court - Regular Session **10.**

Meeting Date: 07/30/2024

Line Item Transfer

Submitted For: Dale Butler **Submitted By:** Leah Liesmann, Facilities Management

Department: Facilities Management

Agenda Category: Consent

Information

Agenda Item

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

Background

Need additional funds for the remainder of the FY for printer supplies, uniforms, and lawn service.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0509.003319	Extermination	$1,733.38
To	0100.0509.003120	Printer Supplies	$733.38
To	0100.0509.003311	Uniforms	$1,000.00
From	0100.0509.004500	Maintenance Services	$42,000.00
To	0100.0509.004810	Lawn Service	$42,000.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	07/23/2024 08:39 AM
Budget Office	Saira Hernandez	07/23/2024 09:26 AM
Facilities Management (Originator)	Leah Liesmann	07/23/2024 09:32 AM
County Judge Exec Asst.	Becky Pruitt	07/25/2024 08:22 AM
Budget Office	Saira Hernandez	07/25/2024 09:55 AM
Budget Office	Saira Hernandez	07/25/2024 10:43 AM

Form Started By: Leah Liesmann Started On: 07/22/2024 07:51 AM

Final Approval Date: 07/25/2024

Commissioners Court - Regular Session **11.**

Meeting Date: 07/30/2024

Line Item Transfer

Submitted For: Dale Butler **Submitted By:** Leah Liesmann, Facilities Management

Department: Facilities Management

Agenda Category: Consent

Information

Agenda Item

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

Background

Need additional funds for the remainder of the FY for vehicles.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0509.003900	Membership Dues	$845.66
To	0100.0509.005700	Vehicles	$845.66

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	07/25/2024 09:46 AM
Budget Office	Saira Hernandez	07/25/2024 10:41 AM
Form Started By: Leah Liesmann		Started On: 07/25/2024 09:28 AM
Final Approval Date: 07/25/2024		

Commissioners Court - Regular Session **12.**

Meeting Date: 07/30/2024

Compensation Items

Submitted By: Kayla Marek, Human Resources

Department: Human Resources

Agenda Category: Consent

Information

Agenda Item

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

Background

See attached documentation for details.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Merit Report

Merit LIT

Form Review

Inbox	Reviewed By	Date
Human Resources (Originator)	Allen Frederick	07/24/2024 04:58 PM
County Judge Exec Asst.	Becky Pruitt	07/25/2024 08:54 AM
Form Started By: Kayla Marek		Started On: 07/24/2024 02:58 PM
Final Approval Date: 07/25/2024		

Department	Position	Emp Num	Current Annual Salary	Annual Merit Amt	Periodic Merit%	New Annual Salary	Lump-sum Merit	Pay Proposal Reason	Effective Date of Change
911 Communications	Academy Instructor.1745.001100.	16609	$65,566.97	$3,278.35	5.00	$68,845.32	-	MERIT	2-Aug-24
County Attorney	Criminal Division Director.0032.001100.	16047	$115,143.08	$3,454.36	3.00	$118,597.44	-	MERIT	2-Aug-24
County Attorney	Juvenile Division Director.0044.001100.	04843	$127,732.54	$3,831.88	3.00	$131,564.42	-	MERIT	2-Aug-24
County Attorney	Executive Assistant.0029.001100.	15749	$72,426.64	$2,172.82	3.00	$74,599.46	-	MERIT	2-Aug-24
County Attorney	Chief Victim Asst Coord.0027.001100.	16109	$56,413.24	$1,692.34	3.00	$58,105.58	-	MERIT	2-Aug-24
County Attorney	Legal Assistant II.1718.001100.	10145	$51,058.51	$1,531.75	3.00	$52,590.26	-	MERIT	2-Aug-24
County Attorney	Digital Evidence Tech.0023.001100.	13683	$56,960.49	$1,708.82	3.00	$58,669.31	-	MERIT	2-Aug-24
County Attorney	Legal Assistant I.0021.001100.	16107	$46,793.66	$1,403.81	3.00	$48,197.47	-	MERIT	2-Aug-24
Emergency Medical Services	Emergency Medical Tech.0842.001100.	16602	$36,524.57	$1,460.99	4.00	$37,985.56	-	MERIT	2-Aug-24
Wilco Pretrial Services	Court Services Specialist.0181.001100.	16737	$42,348.32	$1,693.93	4.00	$44,042.25	-	MERIT	2-Aug-24
Wilco Pretrial Services	Pretrial Court Svc Director.1942.001100.	16955	$102,325.08	$5,116.28	5.00	$107,441.36	-	MERIT	2-Aug-24

				(TO)	(FROM)
entity	**fund**	**dept**	**object**	**dr**	**cr**
01	0100	0581	001100	3,278.35	
01	0100	0581	002010	250.79	
01	0100	0581	002020	526.18	
01	0100	8004	001130		3,278.35
01	0100	8004	002010		250.79
01	0100	8004	002020		526.18
01	0100	0475	001100	15,795.78	
01	0100	0475	001130		15,795.78
01	0100	0540	001100	1,460.99	
01	0100	0540	002010	111.77	
01	0100	0540	002020	234.49	
01	0100	8004	001130		1,460.99
01	0100	8004	002010		111.77
01	0100	8004	002020		234.49
01	0100	0591	001100	6,810.21	
01	0100	0591	001130		6,810.21

Commissioners Court - Regular Session **13.**

Meeting Date: 07/30/2024

Line Item Transfers of $500 or Less FY24 Q3

Submitted For: Ganae Hempe **Submitted By:** Nancy Schiller, County Auditor

Department: County Auditor

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action acknowledging line item transfers of $500 or less completed by the County Auditor during April - June 2024 (FY24-3rd Quarter).

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

LIT 500 or less

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	07/25/2024 10:47 AM
Form Started By: Nancy Schiller		Started On: 07/25/2024 09:40 AM
Final Approval Date: 07/25/2024		

FY24 LIT's Equal to or Less Than $500 - 3rd QTR

Dept	*From/To*	*Line #*					*Amount*
DISTRICT ATTORNEY	From	01	0100	0440	003120	$	348.27
	To	01	0100	0440	001914	$	281.54
	To	01	0100	0440	002010	$	21.54
	To	01	0100	0440	002020	$	45.19
JUVENILE SERVICES	From	01	0100	0576	004102	$	225.00
	To	01	0100	0576	004181	$	225.00
UNIFIED ROAD SYSTEM	From	01	0200	0210	005700	$	500.00
	To	01	0200	0210	004621	$	500.00
UNIFIED ROAD SYSTEM	From	01	0200	0210	005730	$	500.00
	To	01	0200	0210	004350	$	500.00
J.P. PRECINCT 3	From	01	0100	0453	003901	$	350.00
	To	01	0100	0453	003005	$	350.00
EMS	From	01	0100	0540	003001	$	500.00
	To	01	0100	0540	003003	$	500.00
DISTRICT COURTS	From	01	0100	0435	004999	$	317.07
	From	01	0100	0435	004934	$	180.00
	To	01	0100	0435	004350	$	497.07
VETERAN SERVICES	From	01	0100	0405	003901	$	190.00
	To	01	0100	0405	003101	$	190.00
COUNTY CLERK-JUDICIAL	From	01	0100	0404	003005	$	80.00
	To	01	0100	0404	003006	$	80.00
CO TAX ASSESSOR COLLECTOR	From	01	0100	0499	003005	$	500.00
	To	01	0100	0499	004621	$	500.00
DISTRICT ATTORNEY	From	01	0100	0440	003120	$	500.00
	To	01	0100	0440	003030	$	500.00
JUVENILE SERVICES	From	01	0100	0576	004102	$	490.00
	To	01	0100	0576	004718	$	490.00
911 COMMUNICATIONS	From	01	0100	0581	003001	$	450.00
	To	01	0100	0581	003102	$	450.00
PRETRIAL DISCRETIONARY FDING	From	01	0100	0591	004100	$	500.00
	To	01	0100	0591	003120	$	500.00
J.P. PRECINCT 2	From	01	0100	0452	004999	$	21.97
	To	01	0100	0452	004216	$	21.97

WMSN CTY BUILDINGS	From	01	0100	0509	003005	$	207.99
	To	01	0100	0509	003006	$	207.99
COUNTY COURT AT LAW 5	From	01	0100	0430	003100	$	89.99
	To	01	0100	0430	003120	$	89.99
VETERAN SERVICES	From	01	0100	0405	003101	$	107.00
	From	01	0100	0405	003900	$	200.00
	To	01	0100	0405	004350	$	107.00
	To	01	0100	0405	003100	$	200.00
CONSTABLE PRECINCT 4	From	01	0100	0554	004999	$	40.00
	To	01	0100	0554	003601	$	40.00
JUVENILE SERVICES	From	01	0100	0576	004102	$	480.00
	To	01	0100	0576	004718	$	480.00
JUVENILE SERVICES	From	01	0100	0576	004718	$	450.00
	To	01	0100	0576	004705	$	450.00
DISTRICT ATTORNEY	From	01	0100	0440	003120	$	291.17
	To	01	0100	0440	001914	$	235.38
	To	01	0100	0440	002010	$	18.01
	TO	01	0100	0440	002020	$	37.78
ELECTIONS	From	01	0100	0492	004100	$	291.17
	To	01	0100	0492	001914	$	235.38
	To	01	0100	0492	002010	$	18.01
	To	01	0100	0492	002020	$	37.78
EMS	From	01	0100	0540	004718	$	300.00
	To	01	0100	0540	004705	$	300.00
COUNTY COURT AT LAW 5	From	01	0100	0430	003100	$	122.98
	To	01	0100	0430	003010	$	122.98
COUNTY COURT AT LAW 3	From	01	0100	0428	004010	$	150.00
	To	01	0100	0428	003005	$	150.00
DISTRICT COURTS	From	01	0100	0435	004621	$	350.00
	To	01	0100	0435	004999	$	350.00
J.P. PRECINCT 3	From	01	0100	0453	004350	$	450.00
	To	01	0100	0453	004999	$	450.00
VETERAN SERVICES	From	01	0100	0405	004999	$	147.25
	To	01	0100	0405	003101	$	7.25
	To	01	0100	0405	003005	$	140.00
COUNTY ATTORNEY	From	01	0100	0475	003005	$	50.00
	To	01	0100	0475	003601	$	50.00

COUNTY ATTORNEY	From	01	0100	0475	003010	$	33.75
	To	01	0100	0475	001110	$	33.75
911 COMMUNICATIONS	From	01	0100	0581	003100	$	291.17
	To	01	0100	0581	001914	$	235.38
	To	01	0100	0581	002010	$	18.01
	To	01	0100	0581	002020	$	37.78
PARKS DEPARTMENT	From	01	0100	0510	004999	$	316.00
	To	01	0100	0510	004705	$	316.00
PRETIRAL DISCRETIONARY FDING	From	01	0100	0591	004350	$	262.63
	To	01	0100	0591	001914	$	212.31
	To	01	0100	0591	002010	$	16.24
	To	01	0100	0591	002020	$	34.08
CONSTABLE PRECINCT 1	From	01	0100	0551	003100	$	200.00
	To	01	0100	0551	003006	$	200.00
EMS	From	01	0100	0540	003010	$	158.00
	To	01	0100	0540	003011	$	158.00
J.P. PRECINCT 3	From	01	0100	0453	004002	$	499.99
	To	01	0100	0453	003006	$	499.99
PRETRIAL DISCRETIONARY FDING	From	01	0100	0591	004350	$	500.00
	To	01	0100	0591	004216	$	500.00
PUBLIC AFFAIRS	From	01	0100	0406	004350	$	25.00
	To	01	0100	0406	004999	$	25.00
DISTRICT ATTORNEY	From	01	0100	0440	003311	$	500.00
	To	01	0100	0440	004350	$	500.00
CONSTABLE PRECINCT 4	From	01	0100	0554	003900	$	453.95
	To	01	0100	0554	003004	$	453.95
WMSN CTY BUILDINGS	From	01	0100	0509	003105	$	272.77
	To	01	0100	0509	003005	$	272.77
UNIFIED ROAD SYSTEM	From	01	0200	0210	003010	$	500.00
	To	01	0200	0210	004705	$	500.00
ELECTIONS	From	01	0100	0492	004415	$	300.00
	To	01	0100	0492	004410	$	300.00
UNIFIED ROAD SYSTEM	From	01	0200	0210	004999	$	500.00
	To	01	0200	0210	003006	$	500.00
ELECTIONS	From	01	0100	0492	004410	$	300.00
	To	01	0100	0492	004414	$	300.00

VETERAN SERVICES	From	01	0100	0405	004999	$	500.00
	To	01	0100	0405	003005	$	500.00
PRETRIAL DISCRETIONARY FDING	From	01	0100	0591	004350	$	50.00
	To	01	0100	0591	004621	$	50.00
PRETRIAL DISCRETIONARY FDING	From	01	0100	0591	003100	$	500.00
	To	01	0100	0591	004141	$	500.00
COUNTY COURTS AT LAW	From	01	0100	0425	004999	$	400.00
	To	01	0100	0425	004125	$	400.00
WIRELESS COMMUNICATION	From	01	0100	0587	003010	$	500.00
	To	01	0100	0587	004541	$	500.00
VETERAN SERVICES	From	01	0100	0405	003900	$	80.00
	From	01	0100	0405	004705	$	115.00
	From	01	0100	0405	003010	$	42.69
	To	01	0100	0405	003100	$	237.69
HAZ-MAT	From	01	0100	0542	004999	$	200.00
	To	01	0100	0542	001109	$	200.00
911 COMMUNICATIONS	From	01	0100	0581	004999	$	50.00
	To	01	0100	0581	004231	$	50.00
COUNTY COURTS AT LAW	From	01	0100	0425	004169	$	400.00
	To	01	0100	0425	004163	$	400.00
EMS	From	01	0100	0540	003001	$	133.00
	To	01	0100	0540	004705	$	133.00
EXTENSION SERVICE	From	01	0100	0665	003100	$	367.98
	To	01	0100	0665	003005	$	367.98
CO TAX ASSESSOR COLLECTOR	From	01	0100	0499	004100	$	450.00
	To	01	0100	0499	004231	$	450.00
WMSN CTY BUILDINGS	From	01	0100	0509	003010	$	450.00
	To	01	0100	0509	003905	$	450.00
PURCHASING DEPT	From	01	0100	0494	003120	$	495.00
	To	01	0100	0494	003900	$	495.00
DISTRICT ATTORNEY	From	01	0100	0440	003120	$	500.00
	To	01	0100	0440	003030	$	500.00
COUNTY SHERIFF	From	01	0100	0560	003901	$	450.00
	To	01	0100	0560	003905	$	450.00

UNIFIED ROAD SYSTEM	From	01	0200	0210	003010	$	500.00
	To	01	0200	0210	004705	$	500.00
NON-DEPARTMENTAL	From	01	0100	0409	004999	$	250.00
	To	01	0100	0409	004310	$	250.00
VETERAN SERVICES	From	01	0100	0405	004350	$	270.00
	From	01	0100	0405	004999	$	220.00
	To	01	0100	0405	004232	$	490.00
J.P. PRECINCT 2	From	01	0100	0452	004999	$	183.00
	To	01	0100	0452	004544	$	183.00
UNIFIED ROAD SYSTEM	From	01	0200	0210	003010	$	500.00
	To	01	0200	0210	004350	$	500.00
ADULT PROBATION	From	01	0100	0572	004999	$	250.00
	To	01	0100	0572	004541	$	250.00
COUNTY COURT AT LAW 2	From	01	0100	0427	004999	$	66.70
	To	01	0100	0427	004350	$	66.70
ANIMAL SERVICES DONATIONS	From	01	0546	0546	003670	$	150.57
	To	01	0546	0546	003001	$	150.57
ANIMAL SERVICES DONATIONS	From	01	0546	0546	003670	$	103.91
	To	01	0546	0546	001110	$	103.91
COUNTY JUDGE	From	01	0100	0400	004350	$	55.00
	To	01	0100	0400	003901	$	55.00
EMERGENCY MANAGEMENT	From	01	0100	0541	004999	$	117.15
	To	01	0100	0541	004350	$	117.15
HUMAN RESOURCES	From	01	0100	0402	004100	$	271.00
	From	01	0100	0402	003100	$	204.00
	To	01	0100	0402	003900	$	475.00
EMS	From	01	0100	0540	003010	$	425.00
	To	01	0100	0540	004350	$	425.00
INFRASTRUCTURE DEPT.	From	01	0100	0215	003901	$	1.00
	To	01	0100	0215	003900	$	1.00
ANIMAL SERVICES DONATIONS	From	01	0546	0546	003670	$	500.00
	To	01	0546	0546	004975	$	500.00
HUMAN RESOURCES	From	01	0100	0402	003005	$	42.24
	From	01	0100	0402	003010	$	12.41
	From	01	0100	0402	004208	$	315.35
	To	01	0100	0402	004999	$	370.00

Commissioners Court - Regular Session **14.**

Meeting Date: 07/30/2024

Donation to Juvenile Services

Submitted By: Denise Carlson, Juvenile Services

Department: Juvenile Services

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on accepting a donation to Williamson County Juvenile Services from St. Richards's Episcopal Church in the amount of $150.00 to use for supplies for youths.

Background

St. Richard's Episcopal Church has generously donated $150.00 to Williamson County Juvenile Services for supplies for activities and programs for youths in our care.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	07/25/2024 10:31 AM
Form Started By: Denise Carlson		Started On: 07/25/2024 10:13 AM
Final Approval Date: 07/25/2024		

Commissioners Court - Regular Session **15.**

Meeting Date: 07/30/2024

ESD #5 Reappointment

Submitted For: Russ Boles **Submitted By:** Amalia Puentes-Zuazua, Commissioner Pct. #4

Department: Commissioner Pct. #4

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on reappointing Tommy Sladecek to ESD #5 board with the term to continue until December 31, 2025.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	07/25/2024 08:51 AM
Form Started By: Amalia Puentes-Zuazua		Started On: 07/24/2024 11:48 AM
Final Approval Date: 07/25/2024		

Commissioners Court - Regular Session **16.**

Meeting Date: 07/30/2024

Discuss, consider and take appropriate action on Survey Services for OEM

Submitted For: Bruce Clements **Submitted By:** Damaris Morales, Emergency Services Dept.

Department: Emergency Management

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on survey services required for a weather station application at Granger Lake.

Background

The U.S. Army Corp of Engineers at Granger Lake requires a survey of the area prior to our application submission to set up a Remote Automated Weather Station (RAWS) on their land. The attached proposal requires approval before a requisition can be submitted.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Bryan Tech Serv - Proposal

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	07/25/2024 08:44 AM
Form Started By: Damaris Morales		Started On: 07/24/2024 08:49 AM
Final Approval Date: 07/25/2024		

BRYAN TECHNICAL SERVICES, INC.
911 North Main
TAYLOR, TEXAS 76574
512-352-9090 bbryan@bryantechnicalservices.com

PROJECT PROPOSAL

Tuesday, July 23, 2024
WILLIAMSON COUNTY TEXAS
J. ANGEL GOMEZ, CTCM
SENOR PROJECT MANAGER
3101 SE INNER LOOP, GEORGETOWN, TX, 78626

PROPOSED TASK:

PROJECT DESCRIPTION:

GRANGER LAKE RAWS (WEATHER STATION) SITE

APPEARS TO BE OUT OF A CALLED "23.20 ACRES – TRACT NO. 600" NOW OR FORMERLY OWNED BY THE UNITED STATES IN THE **PEDRO GARZA SURVEY A-14**

SCOPE OF WORK:

COORDINATE SYSTEM – coordinates will be expressed as NAD 83 and can be expressed as either grid or surface values. Vertical datum will be expressed using NAVD 1988 datum. A Civil 3D cad file will be produced for the various teams to utilize

BOUNDARY SURVEY – This is described as a 20 foot * 20 foot site which will be described by metes and bounds description (which will be "tied" to selected property corners of parent tract) accompanied by a category 1B, condition III certified sketch. A Civil 3D cad file will be producing in conjunction with this survey and can be shared with team

TOPOGRAPHIC SURVEY AND CONTROL POINTS – topographic data will be collected using a density of shots which are consistent with site conditions. Break lines will be added where necessary; a complete surface model will be generated for use in drainage and grading modeling.

COST ESTIMATE:

- **TOTAL COST ESTIMATE - $3,000.00**

THANK YOU FOR YOUR CONSIDERATION!
APPROVED:_____DATE:_____

Commissioners Court - Regular Session **17.**

Meeting Date: 07/30/2024

Petco Investment

Submitted By: Misty Valenta, Animal Services

Department: Animal Services

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take action on allowing the Williamson County Regional Animal Shelter to make an investment request with Petco Love.

Background

Petco Love provides virtually un-restricted funding. If awarded an investment, the Williamson County Regional Animal Shelter may utilize funds for any purpose that increases in our lifesaving results, or other significant positive lifesaving impact for pets in our community.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Petco Love Investment

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	07/25/2024 08:40 AM
Form Started By: Misty Valenta		Started On: 07/22/2024 02:59 PM
Final Approval Date: 07/25/2024		

Grant Title/Project Name:	Petco Love Investment
Department:	Animal Services
Requestor:	Misty Valenta
Contact Email:	mvalenta@wilco.org
Contact Phone Number:	5129433597
Start Date:	1/1/2025
End Date:	12/31/2025
Please select request category:	Service
Describe the purpose of the grant in detail to include all requirements.	Petco Love provides virtually un-restricted funding. If awarded an investment, our organization may utilize funds for any purpose that increases in our lifesaving results, or other significant positive lifesaving impact for pets in our community.
Select the type of grant your department is applying for:	Private Foundation
What is the amount of the grant?	$50,000.00
Please provide a breakdown of the total cost above.	$25,000 play yards for new construction building and the surrounding area. $13,000 for Foster to Reunite program including technology (ipads), supplies, and signage $7,000 for cellular ipads and cellular service so that adoptions do not have to take place in two different places $5,000 for doggy day out supplies including leashes, backpacks, and marketing materials
Is there a match requirement?	No
What is the source of the match?	
Does the grant cover the cost of the request 100%?	Yes
If not, how much is left unpaid?	
What is the plan to obtain grants/funds for the remaining amount?	
List other similar assets in the County and/or region and if they are available for use?	
How is this asset request different from any similar assets currently in the County and/or region?	
What types of events/purpose would this asset be used for that cannot be accomplished with a current County asset?	
How often do these events occur?	

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

What types of events/purpose would this item be used for that cannot be accomplished with a current County asset?	more seamless adoption process, a higher percentage of fosters, and lower census in the dog kennels
Identify the number of personnel required to operate this item and/or be available for the function where it is to be used?	3
Please explain how this item will create the need for more or less personnel (or mark n/a for no change)?	This investment will aid the employees already working at the shelter. The goal is to help manage their workload so more positions are not needed.
Where will the item be stored?	Animal Shelter
What is the useful life of the item?	5 years for the technology/ipads. Play yards will be a permanent part of the shelter.
Will other agencies be billed for the use of this item (e.g. vendors paid, employee worked hours and paid, inventory costs etc.)?	
Does this item require insurance coverage?	No
Will this item require any form of licensing?	No
Will this item require on-going maintenance? Please describe the maintenance required along with an estimate for these costs?	Regular iPad start up
How will this item be funded when the grant ends?	Through donations
What is the overall budgetary impact? (i.e. revenue generation, expense reduction, etc.)	This would limit the expenses needed to complete the play yards as part of the future contstruction.
Please identify any additional equipment needed/required (now or in the future) should the grant/asset is awarded.	None
What is the cost and frequency to maintain/update the additional equipment?	$0
What is the impact of this grant application on other internal/county departments?	A higher functioning county department
If yes, what is the estimate of that license fee?	
If yes, what is the estimate of insurance coverage?	
Will a replacement be requested from general funds when useful life has been exhausted? (OR)	No
If yes, how much is the match amount?	
Please identify any known decrease in funding at this time.	None
Is this a new program to your department/office?	Yes
Please provide data points to be collected to show program success	We will monitor the length of stay for our dogs, the number of dogs that have a higher length of stay, the number of adoptions and fosters, the daily shelter census, and overall staff satisfaction.

Please show historical data points or performance measures, statistics, services provided, etc. or any/all updates for re-application	
ID	127
Version	1.0
Attachments	False
Created	7/22/2024 2:57 PM
Created By	Misty Valenta
Modified	7/22/2024 2:57 PM
Modified By	Misty Valenta

Commissioners Court - Regular Session **18.**

Meeting Date: 07/30/2024

VCA Charities Partnership

Submitted By: Misty Valenta, Animal Services

Department: Animal Services

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take action on the agreement between VCA Charities and the Williamson County Regional Animal Shelter.

Background

VCA Charities would like to partner with the Williamson County Regional Animal Shelter as a resource for adopters and as a major donor to the shelter.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

VCA Charities Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	07/25/2024 08:41 AM
Form Started By: Misty Valenta		Started On: 07/23/2024 09:40 AM
Final Approval Date: 07/25/2024		

July 16, 2024, 2024

Williamson County Regional Animal Shelter
1855 SE Inner Loop
Georgetown, TX 78626

Re: Strategic Shelter Partnership Agreement

Dear Misty Valenta,

It is with great pleasure that we present the following proposal to Williamson County Regional Animal Shelter ("Shelter") outlining a strategic partnership between Shelter and VCA Animal Hospitals ("VCA"). It is our sincere hope that this partnership not only enhances the success of both of our organizations, but also helps more pets become a part of more households, and that they are given the chance at a long and healthy life with those families.

The terms of this partnership as set forth in this letter (this "Agreement") will upon acceptance by Shelter commence on July 1st, 2024 and run until June 30th , 2025. This Agreement will automatically renew for additional one-year periods unless cancelled by either party upon written notice delivered not less than 60-days prior to the end of the then current term. This offer expires on July 30th, 2024.

VCA PROVIDED BENEFITS: During the term of this Agreement, VCA will provide to Shelter or Shelter's clients, as applicable, the following benefits:

1. Limited Health Care Guarantee for Adopted Pets: For each pet adopted from Shelter, VCA will provide such pet a complimentary health exam and a 14-day "LIMITED" HEALTH CARE GUARANTEE from the date of the adoption ($250.00 maximum coverage) (the "Limited Health Care Guarantee"). In order for a pet to receive the benefit of the Limited Health Care Guarantee, the pet must receive an initial examination from a participating VCA Animal Hospital within 14-days of the adoption date. For the avoidance of doubt, Shelter is not contracting for veterinary services and has no responsibility for the pet's veterinary care after the completion of the adoption process.

2. As part of the VCA's offer to the client, any such pet adopted from Shelter for which the Limited Health Care Guarantee is activated will be treated for the conditions specified in VCA's Health Start Certificate (a "Covered Condition") which have been diagnosed by a VCA veterinarian any participating VCA Animal Hospital within 14-days post-purchase ($250.00 maximum coverage). VCA may modify its Healthy Start Certificate from time to time in its sole discretion. Any treatment for a Covered Condition in excess of the $250.00 maximum coverage amount will be provided at VCA's standard rates. For conditions identified 14-days after adoption, NO DISCOUNT IS OFFERED OR IMPLIED. A list of participating VCA locations (each a "Participating VCA Location") will be provided by VCA, and may be updated by VCA from time to time.

3. Discounts for Shelter Animals in Shelter (Pre-Adoption). VCA will provide Shelter a 25% discount off its regular price for medical services at Participating VCA Locations for animals at Shelter prior to adoption (the "GP Discount"). The GP Discount does not apply to specialty services or consultations, emergency services or services provided after regular hours, food, chronic drugs, boarding, grooming, already discounted services, and/or promotions. Shelter's Senior Director of Operations or his/her authorized

designee must provide to the applicable Participating VCA Location, pre-approval of all treatments of Shelter animals by the applicable Participating VCA Location prior to treatment.

4. Shelter Employee Discount. VCA will extend a 20% discount off its regular price for medical services for all full- or part-time Shelter employees at Participating Locations. The employee must verify employment via their most recent pay stub, a Shelter ID card, or other form of proof acceptable to VCA. This discount is limited to 4 pets per employee and does not include a discount for specialty services or consultations, food, chronic drugs, boarding, grooming, and already discounted services and/or promotions.

5. Joint Marketing. VCA will participate, whenever possible and advantageous to both parties, in joint marketing efforts with Shelter. This will include local events, email, newsletters, signage, and other Shelter events.

6. Training and Education. VCA will encourage joint educational sessions between VCA veterinarians, staff, and the staff of Shelter. These meetings should serve to educate VCA employees on the excellence of Shelter, and why we need to support them in all their efforts. We will also hold our staff and veterinarians responsible to uphold Shelter in all dealings with clients that are mutual to both Shelter and VCA. This training and policy will be explained to all existing and new VCA employees. Field Manager will assist in the facilitation of such meetings. We will encourage and foster this goodwill on all counts.

SHELTER PROVIDED BENEFITS: During the term of this Agreement, Shelter will provide to VCA the following benefits:

~~1.~~ Veterinary Services Partner. Shelter designates VCA as a veterinary service company partner of Shelter and Shelter may, in its sole discretion, refer Shelter Adopters to VCA Animal Hospitals. Shelter designates VCA as one of their veterinary service company partners. Shelter will place approved VCA marketing materials in each adoption kit that Shelter distributes to Shelter Adopters.

2. Daily Provision of Adoptee List. Shelter will provide a confidential "adoptee list" daily (uploaded daily to VCA partner portal via excel format when available) or emailed to VCA. This list will include the client's name, address, phone number, and email and will be sorted by zip codes.

3. Training and Education. Shelter will encourage all of its staff to participate with VCA Animal Hospitals in educational sessions designed to teach Shelter staff who VCA is, why we are dedicated to quality veterinary medicine, and why they should feel comfortable recommending VCA for each new family member that is adopted into a new home from Shelter. VCA Animal Hospitals will encourage its entire staff to learn about Shelter and its efforts to help pets.

ADDITIONAL TERMS:

VCA AGREES TO INDEMNIFY AND HOLD HARMLESS THE COUNTY FROM ANY CLAIMS, LIABILITIES, DAMAGES, OR LOSSES ARISING FROM SERVICES PROVIDED AS A VETERINARY SERVICE COMPANY CAUSED BY ANY NEGLIGENCE OF VCA.

This Agreement is subject to and the parties agree to be bound by the additional terms and conditions attached hereto as Appendix A.

It is our sincere hope that this Agreement is the continuation of a long and prosperous partnership between Shelter and VCA Animal Hospitals. Again, we believe Shelter, VCA, and most importantly, the families and their pets will benefit from this union for a very long time into the future.

Sincerely yours,

VCA Animal Hospitals

Printed Name_Rose Schroeder, as VCA agent___

Title___regional operations director__

Signature__Rose Schroeder_____

Date___7/22/24_____

Acknowledged and Accepted
as of_____

Printed

Name_____

Title_____

Signature_____

APPENDIX A

ADDITIONAL TERMS

1. Relationship of the Parties. Neither VCA nor its employees are considered to be employees of Shelter for any purpose whatsoever. VCA is considered an independent contractor at all times in the performance of the Services described above. VCA further agrees that neither it nor its employees are entitled to any benefits from Shelter under Workers' Compensation or to any of the benefits granted to employees of Shelter. Neither Shelter nor its employees are considered to be employees of VCA for any purpose whatsoever. Shelter is considered an independent contractor at all times in the performance of the Services described above. Shelter further agrees that neither it nor its employees are entitled to any benefits from VCA under Workers' Compensation or to any of the benefits granted to employees of VCA.

2. Confidentiality. To the extent permitted by applicable law, the terms of this agreement are to be held strictly confidential by all parties to this agreement. Confidentiality survives the expiration of this agreement.

3. Termination. Either party may terminate this Agreement at any time and for any reason upon not less than 60-days prior written notice.

4. Non-disparagement. Each party to the agreement agrees not to take any action or to make any statement, written or oral, that disparages or criticizes the other party, its business, its management or any of its officers, directors, or employees. Each party further agrees not to take any action that is intended to, or that does in fact, damage the business or reputation of the other party or that interferes with, impairs or disrupts its normal operations. This provision survives the expiration of this agreement.

5. Billing. Shelter will be billed monthly by each VCA Animal Hospital which has provided services to Shelter. Pursuant to Chapter 2251 of the Texas Government Code ("Texas Prompt Payment Act"), an invoice will 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 at the late payment rate required by Texas Government Code Section 2251.025.

6. Assignability. The parties shall not assign any interest in this Agreement and shall not transfer any interest in this Agreement (whether by assignment or notation), without the prior written consent of the other party.

7. Construction and Severability. If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion.

8. Applicable Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Texas, without regard to conflict of law principles.

9. Liability. Shelter and VCA shall each maintain and keep in force comprehensive general liability insurance against all claims for personal injury, death, or property damage, with minimum limits of liability of One Million Dollars ($1,000,000) per person, One Million Dollars ($1,000,000) per occurrence and Five Hundred Thousand Dollars ($500,000) property damage. Each party shall furnish certificates of insurance evidencing payment thereof to the other, as the same shall be requested in writing from time to time. All such insurance policies may be maintained under a blanket insurance policy.

10. Entire Agreement. This Agreement contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith. This Agreement may be modified, altered or amended only by a document signed by both of the parties.

Commissioners Court - Regular Session **19.**

Meeting Date: 07/30/2024

Approval of Service Contract for Fiber Maintenance at 301 SE Inner Loop Suite 105, Georgetown, TX with Brycomm, LLC for Information Services

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 service contract #2024244 with Brycomm, LLC in the amount of $33,560.00 pursuant to DIR contract #DIR-CPO-4777 and authorizing the execution of this agreement.

Background

This agreement as detailed in the attached proposal is for the Outside Plant (OSP) Fiber Maintenance, located at 301 SE Inner Loop, Georgetown, TX. The funding source is 01.0100.0503.004500. The department point of contact is Chris Ball.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Agreement

Form 1295

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	07/24/2024 09:03 AM
County Judge Exec Asst.	Becky Pruitt	07/25/2024 08:19 AM
Form Started By: Barbi Hageman		Started On: 07/18/2024 10:09 AM
Final Approval Date: 07/25/2024		

WILLIAMSON COUNTY
SERVICE CONTRACT

Brycomm, LLC

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

THIS 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 **Brycomm, LLC** (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 the work described in the attached Proposal being marked as **Exhibit "A,"** which is incorporated herein.

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

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

II.

Effective Date and Term: This Contract shall be in full force and effect as of the date of 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 30, 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 Hundred Forty-Nine Thousand Seven Hundred Fifteen Dollars and Eighteen Cents ($149,715.18).

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. As described in the attached Proposal, and being marked **Exhibit "A"**;
B. The cooperative purchasing contract (DIR-CPO-4777); and
C. Insurance certificates evidencing coverages required herein above.

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

XXII.

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

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

WILLIAMSON COUNTY:

_____
Authorized Signature

_____
County Judge/Presiding Officer

Date: _____ ____, 20____

SERVICE PROVIDER:

Bryconn
Name of Service Provider

Authorized Signature

Geri Smith
Printed Name

Date: July 10th, 2024

Approved as to Legal Form
JACQUELINE LENTZ
General Counsel, Commissioners Court
Date: Jul 18 2024 Time: 9:45 am

Reviewed by Contract Audit
SARA GREER, CGAP
Contract Auditor
Williamson County Auditor's Office
Date: Jul 18 2024 Time: 9:35 am

Exhibit "A"
Proposal

BRYCOMM
NETWORK CABLING | LIGHTING | A/V | SECURITY | OSP
1051 New Technology Blvd. Hutto, TX 78634
Phone: (512) 712-4008 Fax: (512) 712-4009

CUSTOMER	BRYCOMM REP
Williamson County Attn: Chris Ball Systems Engineer Williamson County Cell: 737-900-5993	Chris Gonzales Project Executive - OSP Office: 512-712-4008 Cell: 512-569-5309 chris.gonzales@brycomm.com

DATE	PROPOSAL NUMBER	DIR CONTRACT NUMBER
6/7/24	24-0602	DIR-CPO-4777

PROJECT ADDRESS	PROJECT DESCRIPTION
301 SE Inner Loop Suite 105, Georgetown TX 78636	OSP Fiber Maintenance 10/1/23 - 9/30/24

LABOR DESCRIPTION		QTY	UOM	LIST PRICE	ZONE 1 DISC.	COST	TOTAL
ITEM #	LABOR						
				-	0%	-	
				-	0%	-	
FIBER OPTIC LT	Lead Technician	80	hr.	$160.71	30%	$112.50	$9,000.00
FIBER OPTIC ET	Entry Level Technician	80	hr.	$139.29	30%	$97.50	$7,800.00
HC-OSP-014	Bucket Truck Usage	40	hr.	$107.14	30%	$75.00	$3,000.00
HC-OSP-011	Supervisor Labor	40	hr.	$55.71	30%	$39.00	$1,560.00
HC-OSP-013	3man line crew	40	hr.	$135.71	30%	$95.00	$3,800.00
MGMT SVCS SPM	Sr. Project Manager	80	hr.	$150.00	30%	$105.00	$8,400.00
				-	0%	-	-
				-	0%	-	-
				-	0%	-	-
						LABOR SUB-TOTAL:	$33,560.00

	MATERIAL DESCRIPTION	QTY	UOM	LIST PRICE	DISCOUNT	COST	TOTAL
ITEM #							
				-	-	-	-
				-	-	-	-
				-	-	-	-
				-	-	-	-
				-	-	-	-
				-	-	-	-
				-	-	-	-
				-	-	-	-
						MATERIAL SUB-TOTAL:	-
						TOTAL:	$33,560.00

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2024-1189245

Date Filed:
07/18/2024

Date Acknowledged:
07/22/2024

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

Brymer Communication Services, LLC dba BryComm, LLC
Hutto, TX United States

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

Williamson County Commissioners Court

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.

2024244
FY 2024 Fiber Maintenance

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Brymer, Cory	Hutto, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

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

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

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

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

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

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2024-1189245

Date Filed:
07/18/2024

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Brymer Communication Services, LLC dba BryComm, LLC
Hutto, TX United States

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

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.
2024244
FY 2024 Fiber Maintenance

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Brymer, Cory	Hutto, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

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

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

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

Executed in Williamson County, State of TX, on the 18 day of July (month), 2024 (year).

Luke Lamb

Digitally signed by Luke Lamb
DN: C=US, E=Luke.lamb@brycomm.com, O="BryComm, LLC", OU=Director of Estimating, CN=Luke Lamb
Date: 2024.07.18 11:26:09-05'00'

Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session **20.**

Meeting Date: 07/30/2024

Approval of Service Agreement #2024246 for Internet Service Upgrades to 1821 SE Inner Loop with Optimum for IT Department

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving service agreement #2024246 for a total monthly charge of $1,246.99 between Williamson County and Optimum Business for internet service upgrades from 500mb to 1G and add on security packages to 1821 SE Inner Loop account, authorizing the execution of the agreement and exempting the purchase from competitive bidding utilizing Tx. Gov Code 262.024 Discretionary Exemptions (a) (7) (c) electric power, gas, water, and other utility services.

Background

The approval of the agreement will benefit Williamson County IT Department. The county has a current agreement with Optimum at this location. The agreement is for an upgrade from 500mb to 1G plus Business Premier Technology Support security packages. This current promotion will give 1 gig (double the speed) with a protection package at a lower monthly cost. The county is paying double that for 500mb. Service agreement #2024246 for 1821 SE Inner Loop, total monthly charge will be $1,276.99,
funding source 01.0100.0503.004210. Department point of contact is Chris Ball. The service agreement is attached. The vendor is pubically traded, a 1295 form is not needed.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Optimum Agreement

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	07/24/2024 12:11 PM
County Judge Exec Asst.	Becky Pruitt	07/25/2024 08:25 AM
Form Started By: Koren Shannon		Started On: 07/22/2024 10:29 AM
Final Approval Date: 07/25/2024		

DocuSign Envelope ID: 7D821DDB-393A-44A7-ACBA-6A168859E56D

Service Agreement/ Order Form

Date: 7/8/2024

Customer Information

Customer Status: Existing Customer

Customer Name: Williamson County-Emergency INET

Billing Address: 301 SE Inner Loop | | GEORGETOWN | TX | 78626
Street Address | *Suite* | *City* | *State* | *Zip Code*

Billing Contact: Tammy McCulley *Phone* 512-943-1455 *Email* tmcculley@wilco.org

Order Contact: Chris Ball *Phone* 512-565-6869 *Email* cball@wilco.org

Optimum Contact: Taralynn Hickman *Phone* *Email* taralynn.hickman@alticeusa.com

Optimum Services

The above Customer agrees to the ordering of the following Services:

Order Type: Renewal - Service Upgrade Service Location Type: LIT 'A' Location: 1821 SE INNER LOOP DR, GEORGETOWN, TX 78626 Demarc:	Account #: 7133013011 Service Location Type: 'Z' Location: Demarc: Type II: ☐

		Individual Monthly Recurring Charge	*Quantity*	*Total Monthly Recurring Charge*	*Non Recurring Charge*
1	Business Premier Technical Support	$29.99	1	$29.99	$0.00
2	Proactive Monitoring	$100.00	1	$100.00	$0.00
3	Managed DDoS Protection	$250.00	1	$250.00	$0.00
4	Optical Internet Access 1G 1Gb	$867.00	1	$867.00	$0.00

Service Term:	3 years
Total Monthly Recurring Charge:	$1,246.99
Total Installation Charge:	$0.00

For Internal Use Only
Sales Promotion: 24Q3Cu$100 –
Product Promotion: 24Q3SAFECNT

Remarks

Promotion: Customers purchasing NEW eligible fiber-based Service(s) plus, Existing Customers purchasing upgraded bandwidth for eligible fiber-based Service(s) RENEWAL(s) with increase in Monthly Recurring Charges will receive a monthly credit for the aggregate of new revenue for eligible fiber-based Service(s) purchased under this Agreement as follows: $100 Credit per month will appear on the invoice issued for the third month following the installation of the last Service ordered hereunder, as applicable. Customer will be responsible for any applicable additional usage/overage charges incurred above the Monthly Recurring Charges. Upon early termination of Service(s) ordered under this promotion during the Initial Service Term, the new revenue total for Service(s) will be recalculated and we will seek repayment of previously issued credits. Promotional offer, one offer per Customer and may be combined with other offers. Eligibility is voided in the instance of an outstanding balance. Minimum three (3) year term for LIT Building and New Build is required. Exclusions (including, but not limited to additional usage/overage charges), and additional restrictions and requirements apply. Offer expires July 31, 2024.

Promotion: Customers purchasing NEW DIA SERVICES "Business Premier Technical Support" (BPTS) (Fiber only) Services, DDoS and Proactive Monitoring in LIT or New Build location(s) will receive provides one free month of service at either level for every year of the 3-year contract. Credit ($280 or $380 depending on speed purchased) would be applied in month 12, 24 and 36. This package can be used for Fiber and Coax sales only. Credit for the applicable Service will appear on the third month's invoice. Customer will be responsible to read all service terms and description of the Service found at https://business.optimum.net/terms/BPTS.

DocuSign Envelope ID: 7D821DDB-393A-44A7-ACBA-6A168859E56D

Terms and Conditions

CSC Holdings, LLC on behalf of its wholly owned subsidiaries, Cequel Communications, LLC. ("Optimum" or "Optimum Business") and Customer acknowledge and agree to be bound by the Terms and Conditions attached hereto and/or set forth at https://www.optimum.com/terms-of-service/business Customer will be responsible for the rates listed on the Service Agreement form and all applicable local, state and federal taxes, charges and assessments along with any other applicable charges. Customers purchasing Optimum Business Hosted Voice Service (on Fiber) are also subject to Business Hosted Additional T&C's for Fiber and Exhibits attached hereby and made part of this Agreement

Notice Regarding E911 Services. While your Optimum Phone Service may be supported by a battery backup, it is electrically powered. In the event of a power outage or Optimum network failure, 911 services will not be available. You are prohibited from moving the phone modem from the address where it was installed. If you move the phone modem, the 911 service may not function properly and emergency operators will not be able to identify the caller's location.

By signing this Agreement; (i) you represent that you are the Customer or Customer's authorized agent; (ii) you agree that you have received a copy of and have been given an opportunity to review this Commercial Service Order and Agreement, (iii) you agree to the terms and conditions of the Commercial Service Agreement; (iv) you acknowledge that you have read and understood the Notice Regarding 911 Services above;. This Agreement shall not be deemed effective until it has been executed by both parties.

Agreed by:

Customer		Cequel Communications, LLC dba Optimum Business
Authorized Signature:		Authorized Signature: DocuSigned by: HOLLY THEDFORD EED66E82D753451...
Print Name:		Print Name: HOLLY THEDFORD
Title:		Title: Regional Sales Manager
Date:		Date: 7/9/2024
Email:		
Phone:		

DocuSign Envelope ID: 7D821DDB-393A-44A7-ACBA-6A168859E56D

General Terms and Conditions of Service (Business)

Subscriber ("Customer" or "Subscriber") agree to be bound to these General Terms and Conditions of Service ("Terms of Service" or "Agreement") with respect to all Optimum services ("Service(s)") provided by CSC Holdings, LLC and its affiliates and subsidiaries including Cequel Communications authorized to provide the services set forth herein (collectively, "Optimum"), as well as the additional terms of service applicable to the specific Optimum services and/or features to which customer subscribes or have access, as are set forth at www.optimum.net and may be updated from time to time, including the additional terms applicable to Optimum TV, Optimum Online, Optimum WiFi, Optimum Voice, support services, mobile apps and Auto Pay (collectively, the "Additional Terms of Service"), which are incorporated into these Terms of Service by this reference including Optimum DIA, Optimum Data and other Enterprise Fiber Service and Business Hosted Voice Service. Customer further understands and agree that the Customer Privacy Notice, which governs the collection, use and disclosure of Subscriber personal information, is likewise incorporated into these Terms of Service by reference.

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GENERAL TERMS OF SERVICE APPLICABLE TO SERVICE(S):

1. **Services.** Optimum shall use reasonable efforts to make the Services available by any requested service date. Optimum shall not be liable for any damages whatsoever resulting from delays in meeting any service dates due to delays resulting from construction or for reasons beyond its control. Optimum shall provide Customer with the Services and Equipment identified on the commercial service order presented to Customer' at time of installation ("Service Order"); provided, however, if Optimum determines that Customer's location is not serviceable under Optimum's normal installation guidelines, Optimum may terminate this Agreement. Optimum shall have no responsibility for the maintenance or repair of networks, facilities and equipment not furnished by Optimum.
2. **Payment of Charges.** The charges for one month of Services, including any deposits, activation, set-up, installation, construction and/or Equipment charges, are due upon installation of the Services or as otherwise set forth on the Service Order. Thereafter, Customer agrees to pay monthly recurring Service charges and Equipment charges (if any) in advance, including all applicable fees (such as restoration or experience fees), taxes, regulatory fees, franchise fees, surcharges (including sports and broadcast tv surcharges), or other government assessments no later than the date indicated on Customer's bill. Charges for non-recurring Services or Equipment charges will be reflected on Customer's subsequent bill at the then current applicable rates. All rates for Services, Equipment charges and other fees and surcharges are subject to change in accordance with applicable law. If Customer elects to pay by automatic recurring credit card, debit card or automatic clearing house payments, Customer authorizes Optimum to charge such accounts. If Customer elects to send a check as payment, Customer authorizes Optimum either to use information from Customer's check to make a one-time electronic funds transfer from Customer's bank account or to process the payment as a check transaction. Failure to receive a bill does not release Customer from Customer's obligation to pay. 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 Customer receives the goods under the agreement, (2) the date the performance of the service under the agreement is completed; or (3) the date the Wiliamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by the Customer in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of the Customer's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. Failure to pay the total balance when due (including checks returned for insufficient funds) shall constitute a breach of this Agreement and may be grounds for termination of Service, removal of Equipment from Customer's premises and/or imposition of a late fee ("Late Fee") in accordance with applicable law. You can avoid incurring Late Fees by paying your monthly bill promptly. Any Late Fee imposed on Customer is intended to be a reasonable advance estimate of costs of managing past due accounts. The Late Fee is not interest, a credit service charge or a finance charge. If the Customer has more than one account (Business and/or Residential) served by Optimum, all Optimum- provided Services at all locations may be subject to discontinuance of Service in the event any one account remains unpaid. In the event collection activities are required, an additional collection charge may be imposed.
3. **Additional Fees.** In addition to Customer's monthly recurring charges and any Late Fee, additional fees may be imposed, including fees for returned checks, Payment Assistance Fees for paying by phone, receiving a paper bill, charge card chargeback, early termination, reconnection and service calls. Additional charges may also be imposed if collection activities are required to recover past due balances, including attorney fees. A list of applicable fees "Schedule of Fees") is available at www.Optimum.com.pricing-packages. Optimum reserves the right to amend or change the Schedule of Fees from time to time.
4. **Third Party Provider Charges.** In connection with Customer's use of the Services and Equipment, Customer may be able to access, subscribe to, use and/or purchase products, services, software or applications that are provided to Customer by third parties ("Third Party Providers"). Customer acknowledges that Customer may incur charges in connection with the subscription to, purchase or use of these Third-Party Provider products, services, software or applications. All such charges, including any additional fees and applicable taxes, shall be paid by Customer to the Third-Party Provider and are not the responsibility of Optimum. Credits or billing adjustments for products, services, software or applications billed by a Third-Party Provider shall be subject to the stated billing practices of that Third Party Provider. Termination of a service or subscription offered for a separate charge billed directly by a Third-Party Provider shall be effected in accordance with the Terms of Service or similar agreement between the Customer and the Third Party Provider.
5. **Taxes.** Customer is a political subdivision under the laws of the State of Texas and claims exemption from sales and use tax under Tex. Tax Code Ann. § 151.309, as amended. The County agrees to provide exemption certificates to Optimum upon request. Likewise, the Customer is neither liable for any taxes, charges, or fees assessed against Optimum for the supplies or products provided or any services rendered.
6. **Term; Early Termination.** Your Service Term subscription begins either on or the first day following your installation date and continues for the initial term set forth on your Service Order ("Initial Term"). If a Service Order does not specify an Initial Term, You have an automatically renewing monthly Term ("Monthly Subscription").
   a. Monthly Term. If you have a Monthly Subscription, your subscription begins either on or the first day following your installation date and automatically renews thereafter on a monthly basis beginning on the first day of the next billing period assigned to you until cancelled by you. The monthly service charge(s) will be billed at the beginning of your assigned billing period and each month thereafter unless and until you cancel your Service(s). PAYMENTS ARE NONREFUNDABLE AND THERE ARE NO REFUNDS OR CREDITS FOR PARTIALLY USED SUBSCRIPTION PERIOD(S). You may cancel Service(s) for a period up to the last day of the billing period prior to the service period that you wish to cancel, and the cancellation will be effective at the end of the then-current billing period. Any request for cancellation after the commencement of a service period will be effective at the end of the then-current service period. Access to the Services will, if possible, continue to be provided at the location ordered or, if you move, to your new location if in an Optimum-served area (subject to any installation charges).
   b. Initial Term Subscription. If You have an Initial Term, your subscription begins either on or the first day following your installation date and continues for the duration of the applicable Initial Term. Upon the expiration of the Initial Term, Customer's Term automatically renews thereafter on a monthly basis (each, a "Renewal Month") beginning on the first day of the next billing period assigned to you until cancelled by you. The monthly service charge(s) for each month during the Initial Term and any Renewal Months will be billed at the beginning of your assigned billing period and each month thereafter unless and until you cancel your Service(s). PAYMENTS ARE NONREFUNDABLE AND THERE ARE NO REFUNDS OR CREDITS FOR PARTIALLY USED SUBSCRIPTION PERIOD(S).
      i. If you cancel, terminate or downgrade the Service(s) before the completion of the Initial Term"), you agree to pay Optimum early cancellation fees in an amount that includes: (i) all non-recurring charges reasonably expended by Optimum to establish service to Customer and not remunerated, (ii) any disconnection, early cancellation or termination charges reasonably incurred and paid by Optimum to third parties on behalf of Customer, and (iii) all monthly recurring charges for Services and Equipment for the remaining balance of the Initial Term. You agree that early cancellation fees or any other fees may automatically be charged to your account and your credit or debit card provided to Optimum and you agree to pay such fees.

c. Following the Initial Term, Customer may cancel Service(s) for a period up to the last day of the billing period prior to the service period that you wish to cancel, and the cancellation will be effective at the end of the then-current billing period. Any request for cancellation after the commencement of a service period will be effective at the end of the then-current service period. Access to the Services will, if possible, continue to be provided at the location ordered or, if you move, to your new location if in a Optimum-served area (subject to any installation charges).Non-Appropriation. Notwithstanding the foregoing, the parties understand and agree that Customer is a political subdivision of the State of Texas. All payments made by Customer under this Agreement shall be made from current revenues available to Customer. Customer shall make its best efforts to obtain and appropriate funds for payment of this Agreement, but, if such funds are not available, Customer shall have the right to terminate the Agreement at the expiration of Customer's then-current budget period. Notwithstanding any other provision of this Agreement, such termination shall not constitute a default of this Agreement and shall be without penalty or further obligation to Customer.

7. **Right to Make Credit Inquiries.** Customer acknowledges and agrees that Optimum may (a) verify Customer's credit standing, make inquiries and receive information about your credit experiences, including your credit report, from credit reporting agencies; (b) enter this information in your file, and disclose this information concerning you to appropriate third parties for reasonable business purposes; and (c) furnish information about you, your account(s) and your payment history to those credit reporting agencies.

8. **Security Deposit.** Optimum may require a deposit or activation fee based on Customer's credit standing or past payment history with Optimum. A deposit or activation fee does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. Any security deposit given by Customer for the Equipment or Optimum's Service will be due and payable upon the first monthly billing. Such security deposits will be returned to Customer within sixty (60) days of termination of Optimum's Service so long as payment has been made for all amounts due on Customer's account and Customer has returned the Optimum Equipment undamaged. Security deposits paid by Customer for Equipment or Services may be used, to the extent permitted by law, to offset any unpaid balance or charges after termination of Service. Customer shall remain liable for any outstanding balances after the security deposit has been applied. Further terms and conditions of the security deposit may be contained in the deposit receipt given to Customer at the time the security deposit is collected.

9. **Disputed Charges.** Customer agrees to pay all undisputed monthly charges and all applicable fees and taxes as itemized on the Optimum monthly bill and notify Optimum in writing of disputed items or requests for credit within thirty (30) days of Customer's receipt of the bill for which correction of an error or credit is sought, or longer as provided by applicable law. The date of the dispute shall be the date Optimum receives sufficient documentation to enable Optimum to investigate the dispute. The date of the resolution is the date Optimum completes its investigation and notifies the Customer of the disposition of the dispute.

10. **Adjustments or Refunds.** Any adjustment or refund, given in each case in Optimum's sole discretion, will be accomplished by a credit on a subsequent bill for Service, unless otherwise required by applicable law. No credit allowance will be made for interruptions of Service that are: (a) due to the negligence of or noncompliance with the provisions of the Agreement by Customer or any person authorized by customer to use the Service; (b) due to the negligence of any person other than Optimum including, but not limited to, the other common carriers connected to the Optimum's facilities; (c) due to the failure or malfunction of Customer owned equipment or third party equipment; (d) during any period in which Optimum is not given full and free access to its facilities and Equipment for the purpose of investigating and correcting interruptions; (e) during a period in which Customer continues to use the Service on an impaired basis; (f) less than thirty (30) minutes' duration; (g) during any period when the interruption is due to implementation of a Customer order for a change in Service arrangements; or
(h) due to circumstances or causes beyond the control of Optimum. Unless otherwise provided by applicable law, in the event any amounts owed by Optimum to Customer are not claimed by Customer within one year of the date on which the amount became payable to Customer, Customer shall forfeit all rights to the refund and all such amounts shall become the property of Optimum.

11. **Equipment and Software.** "Distribution System" shall mean (1) all distribution plant, network facilities and associated electronics and all Equipment installed or provided by Optimum or its predecessors which is necessary to distribute Services throughout the premises, but specifically excluding Inside Wiring, and (2) all Equipment furnished by Optimum at the premises. Ownership of the Distribution System shall at all times be and remain in Optimum and shall be used exclusively by and in connection with Optimum operations. Upon termination of this Agreement and if Optimum is no longer providing Services to the premises, Optimum has the option to remove all or any portion of the Distribution System, provided that any damage to the premises caused by removal of the Distribution System will be repaired by Optimum to Customer's reasonable satisfaction. "Equipment" means all equipment, including but not limited to, any cables, wires, amplifiers, cable boxes, access cards, remotes, cable cards, battery backup units, modems, routers, gateways, Altice One and Altice One Mini units distributed to and/or installed for use in the Customer's service location but does not include Inside Wiring. "Inside Wiring" shall mean all wiring on the Customer's side of the demarcation point at Customer's service location, whether installed by Optimum or by Customer. The demarcation point shall mean a point at (or about) twelve (12) inches outside of where the cable wire enters the Customer's service location. Inside Wiring shall be Customer property and not Optimum Equipment, and repair and maintenance for such Inside Wiring is the responsibility of Customer unless otherwise agreed by Customer and Optimum. None of the Equipment shall become a fixture nor shall distribution, installation, and/or use of Equipment, including but not limited to cable boxes and/or set top boxes be deemed a lease of such Equipment. Unless otherwise stated in the Service Order, Customer will acquire no ownership or other interest in the Distribution System, Equipment, network facilities, and software by virtue of payments made pursuant to this Agreement or by the attachment of any portion of the Distribution System, Equipment or network facilities to Customer's premises.

a. Misuse of Equipment. Optimum Equipment is intended to service and reside at the specific service location and is not to be removed from the service location where it was installed or used off premises without Optimum authorization. Customer agrees that neither Customer nor any other person (except Optimum's authorized personnel) will open, alter, misuse, tamper with, service, or make any alterations to any Equipment. Customer will not remove any markings or labels from the Equipment. Customer agrees to safeguard the Equipment from loss or damage of any kind, and (except for any self-installation procedures approved by Optimum) will not permit anyone other than a Optimum authorized representative to perform any work on the Equipment. Any misuse, alteration, tampering, or removal, or the use of Equipment which permits the receipt of Services without authorization or the receipt of Services to an unauthorized number of outlets, or to unauthorized locations constitutes theft of service and is prohibited.

b. Return of Equipment. If Customer's Service is terminated or cancelled (for whatever reason), unless Optimum expresses otherwise in writing, Customer agrees that Customer no longer has the right to keep or use the Equipment and Customer must promptly return the Equipment. The Equipment must be returned to Optimum in the same condition as when received, ordinary wear and tear excepted. Absent other instructions, if Customer fails to return the Equipment, Customer will pay any expenses Optimum incurs in retrieving the Equipment. Failure of Optimum to remove the Equipment does not mean that Optimum has abandoned the Equipment. Optimum may impose a charge for unreturned Equipment to be determined in accordance with Optimum's then current schedule of charges for non-returned Equipment and/or continue to charge Customer a monthly Service fee every month until any remaining Equipment is returned, collected by Optimum or fully paid for by Customer. Any charge for unreturned Equipment shall be due immediately. Optimum retains ownership of all Equipment.

c. Damaged or Lost Equipment. If the Equipment is damaged by Customer, destroyed, lost or stolen while in Customer's possession, Customer is responsible for the cost of repair or replacement of the Equipment.

d. Operation of Equipment. Customer agrees to operate any Equipment in accordance with instructions of Optimum or Optimum's agent. Failure to do so will relieve the Optimum Parties of liability for interruption of Service and may make the Customer responsible for damage to Equipment.

e. Tests and Inspections. Upon reasonable notification to the Customer, and at a reasonable time, Optimum may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth herein.

f. Software. Customer agrees to comply with the terms and conditions of any software license agreement applicable to the software provided or installed by

Optimum ("Software"). The Software shall be used solely in connection with the Services and Customer will not modify, disassemble, translate or reverse engineer, the Software. All rights title and interest to the Software, including associated intellectual property rights, are and will remain with Optimum and Optimum's licensors. If Customer's Service is terminated, Customer will promptly return or destroy all Software provided by Optimum and any related written materials. Optimum will have the right to upgrade, modify and enhance the Equipment and Software from time to time. Customer acknowledges that the Software, and any related written materials, may be subject to applicable export control laws and regulations of the USA. Customer agrees not to export or re- export the Software, directly or indirectly, to any countries that are subject to USA export restrictions.

g. Repair. Optimum will repair and/or replace defective Software or Equipment provided such damage was not caused by misuse, neglect or other fault of Customer. Optimum assumes no responsibility and shall have no responsibility for the operation, maintenance, condition or repair of any Customer-provided

equipment and/or software, including, but not limited to, televisions, computer devices, remote controls or other consumer electronics, including any hardware or third party software, which may be connected to the Services ("Customer Equipment"), except that Optimum may automatically push required software or firmware updates directly to Customer Equipment when necessary for the provision of Optimum Service(s). Customer is responsible for the repair and maintenance of Customer Equipment. Optimum is not responsible or liable for any loss or impairment of Optimum's Service due in whole or in part to a malfunction, defect or otherwise caused by Customer Equipment. Optimum makes no warranties, with respect to Equipment or Service provided by Optimum or with respect to the Equipment's compatibility with any Customer Equipment.

12. **Prohibitions/Theft of Service.** Customer shall not intercept, receive or assist in the interception or receipt of, resell, distribute or duplicate any Services. In no event shall Customer use the Services and/or Equipment to engage in any illegal or prohibited activity.

13. **Customer Liability for Users.** Customer is responsible for any access, use or misuse of the Services and/or Equipment that may result from access or use by any other person who has access to Customer's premises, equipment or account. Customer is responsible for ensuring that all persons who use Customer's subscribed to Services ("Users") understand and comply with all terms and conditions applicable to the Services.

14. **Business Hosted Voice on Fiber:** Customers purchasing Business Hosted Voice on Fiber are also bound by the Additional Terms for Business Hosted Voice Service on Fiber found at www.Optimum.com/terms-and-policies ("Terms of Service") and Exhibits A1 and A2 as set forth below.

    a. **SOFTPHONES, OFF-SITE PHONES & WIFI CONNECTIVITY**: OPTIMUM ALLOWS THE ABILITY TO ACCESS THE HOSTED VOICE SERVICE THROUGH SOFTPHONES, OFF-SITE PHONES AND WIFI CONNECTIVITY. IN NO EVENT SHALL OPTIMUM BE RESPONSIBLE FOR, NOR DOES IT WARRANT THE PERFORMANCE OR INTEROPERABILITY OF THE SERVICE IN CONNECTION WITH ANY SOFTPHONES, OFF-SITE PHONES OR WIRELESS CONNECTIVITY. IT IS CUSTOMER'S SOLE RESPONSIBILITY TO SUPPORT AND TROUBLESHOOT ANY RELATED CONNECTIVITY ISSUES UNDER THIS SECTION. CUSTOMER ACKNOWLEDGES AND UNDERSTANDS THE HOSTED VOICE PRODUCT CHARACTERISTICS AS SET FORTH IN THE OFF-SITE REMOTE PHONE AND SOFTPHONE ACKNOWLEDGEMENT ATTACHED HERETO AS EXHIBIT A2. PHONES NOT PROVIDED BY OPTIMUM UNDER THIS AGREEMENT ARE NOT PERMITTED NOR SUPPORTED AND USE OF SUCH PHONES WILL RESULT IN TERMINATION OF THIS AGREEMENT.

    b. **Emergency Calling Services (E911) for Hosted Voice Service**: Customer is responsible for complying with all applicable emergency calling service laws. E911 procedures and restrictions are set forth in Emergency Calling Services Terms and Conditions attached hereto as Exhibit A1.

15. **Managed DDoS Protection Service**: Managed DDoS (Distributed Denial of Service) Protection Service purchased pursuant to this Agreement and offered in conjunction with Altice Business Internet Service (over fiber) only, will monitor, detect and mitigate Altice Business Internet Service inbound traffic against DDoS attacks and provide cleansing up to thirty (30) times the contracted bandwidth. Managed DDoS Protection Service is provisioned over Altice Business Internet Service/traffic only.

16. **Service Level Agreement:** The Service Level Agreement ("SLA") attached hereto as Exhibit A sets forth Customer's sole remedy for any claim relating to the Service including any failure to meet any guarantee as set forth in the SLA.

17. **Access to Customer Premises.** Customer grants Optimum and its employees, agents, contractors, and representatives all necessary rights of access to enter and within Customer's premises, including access to space for cables, conduits and equipment, the wiring within Customer's premises and Customer's computer(s) and other devices, to install, deliver, connect, inspect, maintain, repair, replace, disconnect, remove or alter any and all facilities, check for signal leakage or install or deliver Equipment and Software provided by Optimum. Customer shall cooperate in providing such access upon request of Optimum. If Customer is not the owner of the premises, Customer warrants that Customer has obtained the legal authority of the owner to authorize Optimum personnel and/or its agents to enter the premises for the purposes described herein. Optimum's failure to remove its Equipment shall not be deemed an abandonment thereof. Customer shall provide a secured space with electrical power, climate control and protection against fire, vandalism, and other casualty for Optimum's equipment. Customer is responsible for ensuring that Customer's equipment is compatible for the Services selected and with the Optimum network.

18. **Violations of this Agreement.** It shall be a violation of this Agreement for Customer or any User (1) to engage in any conduct prohibited by this Agreement (or by any terms and conditions incorporated herein by reference); or (2) not to engage in conduct required by this Agreement, each case determined in Optimum's sole good faith discretion. In addition, whether or not the conduct set forth below is elsewhere prohibited by this Agreement, it shall be a violation of this Agreement if: (a) Customer or any User fails to abide by Optimum's rules and regulations or to pay the charges billed; (b) Customer or any User fails to provide and maintain accurate registration information or the information required in the registration process is or becomes incorrect, absent or incomplete; (c) Customer or any User engages in any illegal or prohibited activity in connection with their use of any Service; (d) Customer or any User harasses, threatens or otherwise abuses any Optimum employee or agent; (e) Customer or any User refuses to provide Optimum with reasonable access to the service location or refuses to allow Optimum to diagnose and/or troubleshoot a service issue when such access or customer interaction is necessary in order to provide the appropriate customer support; or (f) The amount of customer and/or technical support required to be provided to Customer or any User is excessive in the sole good faith discretion of Optimum.

19. **Termination.** Optimum may terminate this Agreement, disconnect or suspend any or all Services, and remove Equipment at any time, without prior notice, for any reason whatsoever or for no reason, including but not limited to if Customer or any User fails to fully comply with the terms of this Agreement and/or any Optimum or authorized Third Party Provider terms of service, agreements or policies incorporated herein by reference. If Optimum terminates Service due to a violation of this Agreement or Optimum's policies, Customer may be subject to additional fees and charges, including disconnect and termination fees and Optimum may also exercise other rights and remedies available under law or in equity.

20. **Effect of Termination by Optimum.** Customer agrees that in the event of termination by Optimum: (i) Optimum and any Third Party Providers of co-branded services offered as part of or through the high speed internet service shall have no liability to Customer or any User; and (ii) unless expressly prohibited by law, Optimum, in its sole good faith discretion, may decline or reject a new application for service or block access to or use of any component of the Services by Customer or any former User. Customer further agrees that upon termination of any Service, Customer will immediately cease use of the Equipment and any Software, and; Customer will pay in full the charges for Customer's use of the Service and the Equipment through the later of: (i) Customer's applicable Service month, or (ii) if applicable, the expiration of any promotional term, or, if applicable, (iii) the date when the associated Equipment or Software has been returned to Optimum. Failure of Optimum to remove Equipment shall not be deemed an abandonment thereof. Customer shall pay reasonable collection and/or attorney's fees to Optimum in the event that Customer shall find it necessary to enforce collection or to preserve and protect its rights under this Agreement.

21. **Content and Services.** All content, program services, program packages, number of channels, channel allocations, broadcast channels, interactive services, email, data offerings and other services are subject to change in accordance with applicable law.

22. **Disclaimer**. Optimum assumes no liability for any program, services, content or information distributed on or through the Services, Equipment or the cable system, unless locally provided by Optimum, and Optimum expressly disclaims any responsibility or liability for your use thereof. Further, Optimum shall not be responsible for any products, merchandise or prizes promoted or purchased through the use of the Services.

23. **Telephone Communications Regarding Customer Account or Service**. **Customer** agrees that Optimum and its agents may call or text you at any phone number (landline or wireless) that you provide to us, using an automated dialing system and/or a prerecorded message, for non-promotional service and/or account- related purposes, such as appointment confirmations, service alerts, billing and collection issues or account recovery concerns. Customer agrees to notify us: (1) if any such phone number changes; (2) is no longer active; or (3) is ported from a landline to a wireless phone number. Customer can manage your contact preferences by logging into your account at http://www.Optimum.com.

24. **No Waiver.** The failure of Optimum to enforce this Agreement and any of its components, for whatever reason, shall not constitute a waiver of any right of Optimum or the ability to assert or enforce such right at any time in the future.

25. **No Assignment.** This Agreement and the Services and/or Equipment supplied by Optimum are not assignable or otherwise transferable by Customer, without specific written authorization from Optimum. In Optimum's discretion, Optimum may assign, in whole or in part, this Agreement, and Service may be provided by one or more legally authorized Optimum affiliates.

26. **No Warranty; Limitation of Liability.** Customer expressly agrees that: (a) the Services provided are best efforts services and the Services, Software and Equipment are provided by Optimum on an "AS IS" and "AS AVAILABLE" basis without warranties of any kind, either express or implied; (b) Optimum, its officers, shareholders, directors, employees, affiliates, vendors, carrier partners, content providers and other persons or entities involved in providing the Services or Equipment (collectively, the "Optimum Parties") are not responsible or liable for any loss or impairment of service due in whole or in part to Customer owned- or provided-Equipment; and (c) all use of the Services, Software and Equipment, including that provided by Third Party Providers, as well as the purchase, download or use of any third party service, product, or application provided by or accessed through the Services or Equipment, are provided at Customer's sole risk and Customer assumes total responsibility for Customer's or any User's use of the Services. Without limiting the generality of the foregoing, the Optimum Parties make no warranty: (i) that the Services will be uninterrupted or error free or that the Equipment will work as intended; (ii) as to transmission or upstream or downstream speeds of the network; (iii) that the Services, Equipment or Software are compatible with any Customer owned- or provided-Equipment; or (iv) as to the security of Customer's communications via Optimum's facilities or Services, or that third parties will not gain unauthorized access to or monitor Customer's communications. Customer has the sole responsibility to secure Customer's communications and the Optimum Parties will not be liable for any loss associated with such unauthorized access. In addition, neither the Optimum Parties nor any Third-Party Provider of services or products makes any representations or warranties with respect to any product or services offered through the Services or Equipment, and Optimum shall not be party to nor responsible for monitoring any transaction between Customer and any Third Party Provider of products or services.

    Except for a refund or credit as expressly provided in this Agreement, in no event (including negligence) will the Optimum Parties be held responsible or liable for any loss, damage, cost or expense including direct, indirect, incidental, special, treble, punitive, exemplary or consequential losses or damages including, but not limited to, loss of profits, earnings, business opportunities, loss of data, personal injury (including death), property damage or legal fees and expenses, sought by Customer or anyone else using Customer's Service account: (x) resulting directly or indirectly out of the use or inability to use the Services (including the inability to access emergency 911 or e911 services) and/or use of the Software, Equipment or provided third party services or otherwise arising in connection with the installation, maintenance, failure, removal or use of Services, Software and/or Equipment or Customer's reliance on the Services, Software and/or Equipment, including without limitation any mistakes, omissions, interruptions, failure or malfunction, deletion or corruption of files, work stoppage, errors, defects, delays in operation, delays in installation, failure to maintain proper standards or operation, failure to exercise reasonable supervision, delays in transmission, breach of warranty or failure of performance of the Services, Software and/or Equipment; or (y) resulting directly or indirectly out of, or otherwise arising in connection with, any allegation, claim, suit or other proceeding relating to Services, Software and/or Equipment, or the infringement of the copyright, patent, trademark, trade secret, confidentiality, privacy, or other intellectual property or contractual rights of any third party. Optimum's Maximum Liability to Customer arising under this Agreement shall be the lesser of $5,000.00 or the amount actually paid by Customer for Services hereunder for the respective regular billing period.

27. **Indemnification. To the extent authorized under Texas law,** Customer agrees to defend, indemnify, and hold harmless Optimum Parties from and against any and all claims and expenses, including reasonable attorneys' fees, arising out of or related in any way to the use of the Service and Equipment by Customer or otherwise arising out of or related in any way to the use of Customer's account or any equipment or facilities in connection therewith, or the use of any other products or services provided by Optimum to Customer. Customer agrees to indemnify and hold harmless the Optimum Parties against claims, losses or suits for injury to or death of any person, or damage to any property which arises from the use, placement or presence or removal of Optimum's Equipment, facilities and associated wiring on Customer's premises and further, Customer indemnifies and holds harmless the Optimum Parties against claims for libel, slander, or the infringement of copyright arising directly or indirectly from the material transmitted over the facilities of Optimum or the use thereof by Customer; against claims for infringement of patents arising from combining with or using in connection with, facilities furnished by Optimum, and apparatus, Equipment, and systems provided by Customer; and against all other claims arising out of any act or omission of Customer in connection with the Services or facilities provided by Optimum.

28. **Regulatory Authority.** This Agreement and the obligations of the parties shall be subject to modification to comply with all applicable laws, regulations, court rulings, and administrative orders, as amended.

29. **BINDING ARBITRATION. Please read this section carefully. It affects Customers rights**

    a. Agreement to Arbitrate Disputes. Any and all disputes arising between The Customer and Optimum, or its respective predecessors in interest, successors, assigns, and past, present, and future parents, subsidiaries, affiliates, officers, directors, employees, and agents, shall be resolved by binding arbitration on an individual basis in accordance with this arbitration provision. This agreement to arbitrate is intended to be broadly interpreted. It includes, but is not limited to:

    - Claims arising out of or relating to any aspect of the relationship between us, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory.
    - Claims that arose before this or any prior Agreement; and
    - Claims that may arise after the termination of this Agreement.

    Notwithstanding the foregoing, either Customer or Optimum may bring claims in small claims court in Customer's jurisdiction, if that court has jurisdiction over the parties and the action and the claim complies with the prohibitions on class, representative, and private attorney general proceedings and non-individualized relief discussed below. If the law of Your jurisdiction allows small claims actions to be removed or appealed for a trial de novo in a court of general jurisdiction, that appeal instead shall be resolved in an individual arbitration under this arbitration provision. The Customer may also bring issues to the attention of federal, state, and local executive or administrative agencies.

    Resolving Customer dispute with Optimum through arbitration means The Customer will have a fair hearing before a neutral arbitrator instead of in a court before a judge or jury. **THE CUSTOMER AGREES THAT BY ENTERING INTO THIS AGREEMENT, THE CUSTOMER AND OPTIMUM EACH WAIVE THE RIGHT TO A TRIAL BY JURY AND THE RIGHT TO PARTICIPATE IN A CLASS, REPRESENTATIVE, OR PRIVATE ATTORNEY GENERAL ACTION.**

    b. Opting Out of Arbitration. **IF THE CUSTOMER HAS BEEN AN EXISTING SUBSCRIBER FOR AT LEAST 30 DAYS BEFORE THE EFFECTIVE DATE OF THIS AGREEMENT AND HAVE PREVIOUSLY ENTERED INTO AN ARBITRATION AGREEMENT WITH OPTIMUM OR A PREDECESSOR COMPANY, THIS OPT OUT PROVISION DOES NOT APPLY TO THE CUSTOMER.**

IF THE CUSTOMER BECAME A SUBSCRIBER WITHIN THE 30 DAYS IMMEDIATELY PRIOR TO THE EFFECTIVE DATE OF THIS AGREEMENT, AND DO NOT WISH TO BE BOUND BY THIS ARBITRATION PROVISION, THE CUSTOMER MUST NOTIFY OPTIMUM IN WRITING WITHIN 30 DAYS OF THE EFFECTIVE DATE OF THIS AGREEMENT.

IF THE CUSTOMER BECAME A SUBSCRIBER AFTER THE EFFECTIVE DATE OF THIS AGREEMENT, AND DO NOT WISH TO BE BOUND BY THIS ARBITRATION AGREEMENT, THE CUSTOMER MUST NOTIFY OPTIMUM IN WRITING WITHIN 30 DAYS OF THE OPENING OF CUSTOMER'S OPTIMUM ACCOUNT. IN ALL INSTANCES, NOTICE SHALL BE PROVIDED BY EMAILING US AT NOARBITRATION@ALTICEUSA.COM OR BY MAIL TO: OPTIMUM SHARED SERVICES, 1111 STEWART AVENUE, BETHPAGE, NY 11714, ATTN: ARBITRATION.

TO BE VALID, AN OPT-OUT NOTICE MUST: (1) INCLUDE THE CUSTOMERR NAME, ADDRESS, OPTIMUM ACCOUNT NUMBER, PHYSICAL SIGNATURE IF SENT BY MAIL OR ELECTRONIC SIGNATURE IF SENT VIA EMAIL, AS WELL AS A CLEAR STATEMENT THAT ARE REJECTING THE ARBITRATION PROVISION IN THIS AGREEMENT; AND (2) BE RECEIVED BY OPTIMUM WITHIN THE APPLICABLE 30-DAY TIME PERIOD ABOVE.

YOUR DECISION TO OPT OUT OF THIS ARBITRATION PROVISION WILL HAVE NO ADVERSE EFFECT ON YOUR RELATIONSHIP WITH OPTIMUM OR THE DELIVERY OF OPTIMUM SERVICES TO THE CUSTOMER. OPTING OUT OF THIS ARBITRATION PROVISION HAS NO EFFECT ON ANY OTHER PRIOR OR FUTURE ARBITRATION AGREEMENTS THAT THE CUSTOMER MAY HAVE WITH OPTIMUM.

c. Pre-Arbitration Process. (i.) Notice Of Dispute. A party who intends to commence arbitration must first send the other party a written Notice of Dispute and engage in a good-faith negotiation of the dispute in an effort to resolve it without the need for arbitration. To be valid, Your Notice of Dispute must include: (1) The Customer name; (2) the account number and service address; (3) an email address and telephone number at which The Customer may be reached during business hours; (4) a description of the nature and basis of your claims or dispute (including where applicable specific dates); (5) an explanation of the specific relief sought; (6) Your physical or electronic signature; and (7) if The Customer has retained an attorney, Your signed statement authorizing Optimum to disclose your confidential account records to Your attorney if necessary in resolving Your claim. For Your convenience, The Customer may download a Notice of Dispute form from our website at www.Optimum.net/NoticeOfDispute. Once the Customer has written the letter or filled out the Notice, send it to us by certified mail at Optimum Shared Services, 1111 Stewart Avenue, Bethpage, NY 11714, Attn: Customer Disputes. Optimum will send any Notice of Dispute to The Customer at the billing address on file with the account. (ii.) 60 Day Wait Period. Whoever sends the Notice of Dispute must give the other party 60 days after receipt to investigate the claim. During that period, either party may request an individualized discussion (by phone call or videoconference) regarding settlement, which shall take place at a mutually agreeable time (which can be after the 60-day period). The Customer and an Optimum legal or business representative (or outside counsel) must personally participate, unless otherwise agreed in writing. Your lawyers (if any) also can participate. If Optimum has not been able to resolve your dispute to your satisfaction within the later of 60 days from when we received your Notice of Dispute or the date of the individualized discussion regarding settlement, the Customer may start arbitration proceedings. The Notice of Dispute and discussion requirements are essential in order to give the parties a meaningful chance to resolve disputes informally. If any aspect of these requirements has not been met, the parties agree that a court can enjoin the filing or prosecution of an arbitration, and, unless prohibited by law, the arbitration administrator shall neither accept nor administer the arbitration nor assess fees in connection with such an arbitration. The submission of a Notice of Dispute will toll the statute of limitations for the claim until the later of 60 days from when we received your Notice of Dispute or the date of the individualized discussion regarding settlement.

d. Commencing an Arbitration. To commence an arbitration, The Customer must submit a written Demand for Arbitration to the American Arbitration Association ("AAA"), Case Filing Services, 1101 Laurel Oak Road, Suite 100, Voorhees, NJ 08043, with a copy to Optimum. A Demand for Arbitration form can be found on the AAA website at https://www.adr.org/rulesformsfees.

e. Arbitration Process. The arbitration will be administered by the AAA under the AAA's Consumer Arbitration Rules, as modified by this arbitration provision. The Customer may obtain copies of those rules from the AAA at www.adr.org. If the AAA will not enforce this arbitration provision as written, it cannot serve as the arbitration organization to resolve Your dispute. If this situation arises, or if the AAA for any reason cannot serve as the arbitration organization, the parties shall agree on a substitute arbitration organization or ad hoc arbitration, which will enforce this arbitration provision as to the dispute. If the parties are unable to agree, the parties shall mutually petition a court of appropriate jurisdiction to appoint an arbitration organization or ad hoc arbitrator that will administer arbitration under this arbitration provision as written. If there is a conflict between this arbitration provision and the AAA rules, this arbitration provision shall govern.

A single arbitrator will resolve the dispute between The Customer and Optimum. Participation in arbitration may result in limited discovery. The arbitrator will honor claims of privilege recognized by law and will take reasonable steps to protect confidential or proprietary information, including subscriber personally identifiable information.

All issues are for the arbitrator to decide, except issues relating to arbitrability, the scope or enforceability of this arbitration provision, the interpretation of its prohibitions of class, representative, and private attorney general proceedings and non-individualized relief, and compliance with the requirements of Sections 26.c and 26.g shall be for a court of competent jurisdiction to decide. The Arbitrator is limited and bound by terms of this arbitration provision. Although the arbitrator shall be bound by rulings in prior arbitrations involving the same customer to the extent required by applicable law, an arbitrator's ruling will not be binding in other proceedings involving different customers. The arbitrator will make any award in writing but need not provide a statement of reasons unless requested by a party. An award rendered by the arbitrator may be entered in any court having jurisdiction over the parties for purposes of enforcement.

Unless the parties agree otherwise, any arbitration hearing will take place in the county (or parish) of Customer's service address. If the amount in dispute is less than $50,000, Optimum agrees that The Customer may choose whether the arbitration is conducted solely on the basis of documents submitted to the arbitrator, by a telephonic or videoconference hearing, or by an in-person hearing as established by AAA rules.

If the amount in dispute exceeds $75,000 or the claim seeks any form of injunctive relief, either party may appeal the award to a three-arbitrator panel administered by AAA under its Optional Appellate Arbitration Rules (including its rules governing allocation of fees and costs) by a written notice of appeal within thirty (30) days from the date of entry of the written arbitration award. The award shall be stayed during any such appeal. The members of the three-arbitrator panel will be selected according to AAA rules. The three-arbitrator panel will issue its decision within one hundred and twenty (120) days of the date of the appealing party's notice of appeal. The decision of the three-arbitrator panel shall be final and binding, subject to any right of judicial review that exists under the FAA.

f. Arbitration Fees. Except as otherwise provided in this arbitration provision, if Optimum initiates an arbitration, Optimum will pay all arbitration filing, administrative, and arbitrator fees.

If The Customer initiate an arbitration, The Customer will be responsible for paying a portion of the arbitration fees as follows: If Customer is seeking claims of $1,000 or less, Customer's share of the fees will be capped at $100, and If Customer is seeking claims of between $1,001-$10,000, Customer's share of such fees will be capped at $200. If Customer is seeking claims of more than $10,000, the filing, administrative and arbitrator fees will be allocated in accordance with the AAA rules. If Customer cannot pay Your share of these fees, Customer may request a fee waiver from the AAA. In addition, Optimum will consider reimbursing Your share of these fees if The Customer indicates they cannot afford them and, if appropriate, will pay directly all such fees upon Your written request prior to the commencement of the arbitration. The Customer is responsible for all additional costs and expenses that The Customer incurs in the arbitration, including, but not limited to, attorneys' or expert witness fees and expenses, unless the arbitrator determines that applicable law requires Optimum to pay those costs and expenses.

Notwithstanding the foregoing, if the arbitrator concludes that Your claim is frivolous or has been brought for an improper purpose (as measured by the standards of Federal Rule of Civil Procedure 11(b)), then the AAA rules shall govern the allocation of arbitration fees, and The Customer agrees to reimburse Optimum for any amounts Optimum may have paid on Your behalf.

g. Mass Arbitration Procedures. If 25 or more claimants submit Notices of Dispute or file arbitrations raising similar claims and are represented by the same or

coordinated counsel, all the cases must be resolved in staged bellwether proceedings. The Customer agrees to this process even though it may delay the resolution of your claim. In the first stage, each side shall each select up to 15 cases (30 cases total) to be filed in arbitration and resolved individually by different arbitrators. In the meantime, no other cases may be filed in arbitration, and the AAA shall not accept, administer, or demand payment of fees for arbitrations

commenced in violation of this Mass Arbitration Procedures section. If the parties cannot agree how to resolve the remaining cases after the conclusion of the first stage of bellwether proceedings, the process will be repeated until all claims are resolved.

If this Mass Arbitration Procedures section applies to a Notice of Dispute, any statute of limitations applicable to the claims set forth in that Notice of Dispute will be tolled from the time the first cases are selected for bellwether proceedings until that Notice of Dispute is selected for a bellwether proceeding, withdrawn, or otherwise resolved. A court will have the authority to enforce this Mass Arbitration Procedures section, including by enjoining the mass filing or prosecution of arbitrations or the assessment or collection of AAA fees.

h. Governing Law. Because the Service(s) provided to The Customer involves interstate commerce, the Federal Arbitration Act ("FAA"), not state arbitration law, shall govern the arbitrability of all disputes under this arbitration provision. Any state statutes pertaining to arbitration shall not be applicable.

i. Waiver of Class and Representative Actions. **YOU AGREE TO ARBITRATE YOUR DISPUTE AND TO DO SO ON AN INDIVIDUAL**

If any of the prohibitions in the preceding paragraph is held to be unenforceable as to a particular claim, or request for relief (such as a request for public injunctive relief) then The Customer and Optimum agree that such claim or request for relief (and only that claim or request) shall be decided by a court after all other claims and requests for relief are arbitrated. In that instance, or any instance when a claim between The Customer and Optimum proceeds to court rather than through arbitration, The Customer and Optimum each waive the right to any trial by jury through this Agreement.

j. Amendments to this Arbitration Provision. Notwithstanding any provision in the Agreement to the contrary, The Customer and Optimum agree that if Optimum makes any amendment to this arbitration provision (other than an amendment to any notice address or website link provided herein) in the future, that amendment shall apply to all disputes or claims that have arisen or may arise between The Customer and Optimum, including disputes or claims that arose prior to the effective date of the amendment. We will notify the Customer of amendments to this arbitration provision in the manner described in Section 31. If the Customer does not agree to the revisions, the Customer must cease use of all Service(s) within 30 days and notify Optimum that The Customer are canceling this Agreement.

k. Severability and Survival. If any other portion of this arbitration provision is determined to be unenforceable, then the remainder of this arbitration provision shall be given full force and effect. The terms of the arbitration provision shall survive termination, amendment or expiration of this Agreement.

30. **Governing Law.** Subject to Section 29.h above, this Agreement shall be governed by the laws of the state of Texas.

31. **No Relationship.** Nothing in this Agreement will create any joint venture, joint employer, franchisee-franchisor, employer-employee or principal-agent relationship between Optimum and any content, backbone, network, circuit and other technology or communications providers, software and other licensors, hardware and equipment suppliers or other third party providers of elements of the High Speed Internet Service, nor impose upon any such companies any obligations for any losses, debts or other obligations incurred by the other.

32. **Survival.** All representations, warranties, indemnifications, dispute resolution provisions and limitations of liability contained in this Agreement shall survive the termination of this Agreement, as well as any other obligations of the parties hereunder which, by their terms, would be expected to survive such termination or which relate to the period prior to termination (including legal conditions, payment, and Optimum rights and the rights of others).

33. **Force Majeure.** Optimum Parties shall not be liable for any delay or failure of performance or Equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action or request of the United States government or of any other government including state and local governments having or claiming jurisdiction over Optimum, or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more of these federal, state, or local governments or of any military authority; preemption of existing service in compliance with national emergencies, acts of terrorism, insurrections, riots, wars, unavailability of rights-of-way, material shortages, strikes, lockouts, or work stoppages.

34. **Entire Agreement.** This Agreement, including the applicable Additional Terms of Service, Privacy Policy and Acceptable Use Policy (“AUP”), the Service Order and the Schedule of Fees constitute the entire agreement between Optimum and Customer with respect to the Services. No undertaking, representation or warranty made by an agent or representative of Optimum in connection with the sale, installation, maintenance or removal of Optimum's Services or Equipment shall be binding on Optimum except as expressly included herein.

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

36. **No Waiver of Sovereign Immunity or Power**s. Nothing in this Agreement shall be deemed to constitute a waiver of sovereign immunity or powers of the Customer, the Williamson County Commissioners Court, or the Williamson County Judge.

37. **Amendment; Notice.** Optimum may, in its sole discretion, change, modify, add or remove portions of this Agreement at any time. Optimum may notify Customer of any such changes to this Agreement, or any other required or desired notice hereunder, by posting notice of such changes on Optimum’s website (www.Optimum.com), or by sending notice via email or postal mail to Customer’s billing address, and/or by contacting the telephone number(s) on Customer's account (including mobile phones) by means such as but not limited to browser bulletins, walled garden (browser interruption), voice, SMS, MMS, and text messages, including by the use of by automatic telephone dialing systems. Customer agrees that any one of the foregoing will constitute sufficient notice. Because Optimum may from time to time notify Customer about important information regarding the Services, the Privacy Policy and this Agreement by such methods, Customer agrees to regularly check postal mail, e-mail and all postings on the Optimum web site (www.Optimum.com) and Customer bears the risk of failing to do so. The Customer's continued use of the applicable Service(s) following notice of such change, modification or amendment shall be deemed to be the Customer's acceptance of any such revision. If Customer does not agree to any revision of this Agreement, Customer must immediately cease use of all Service(s) and notify Optimum that Customer is cancelling this Agreement in accordance with the then-current policy.

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Exhibit A
Service Level Agreement (Fiber Services Only) Not applicable to COAX

This Service Level Agreement ("SLA") covers the local transport area to the Optimum demarcation point including Optimum equipment associated with the endpoints such as POE devices and routers. The provisions described below shall be Customer's sole and exclusive remedy in the event of Interruption.

MEAN TIME TO REPAIR

Optimum's objective is a four (4) hour mean-time-to-repair ("MTTR")

SERVICE LEVEL GUARANTEE

Interruption/Outage ("Interruption"): Defined as a total loss of Service.

Service Level Guarantee: If Customer detects an Interruption, Customer shall open a trouble ticket with Optimum Network Operation Center by calling 866-232-5455 (option 4) or via the customer portal at Optimum.com. An Interruption period begins when Customer reports a circuit/service failure, opens a valid trouble ticket and releases it for testing and repair. The controlling record for the purpose of determining the duration of the Interruption and calculating credits shall be the date/time stamp on the trouble reporting ticket as generated by Optimum's trouble reporting system. An Interruption period ends when the circuit/service is operative.

a. If Customer reports a circuit/service to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.
b. If an Altice/ Optimum technician is dispatched for a reported failure and it is determined that such failure is not within Optimum's control, Customer will be subject to a truck roll fee for any subsequent dispatch/truck roll(s) requested.
c. Customer may request a credit, in writing, and reference the date of the ticket. Requests for credit must be submitted to enterprisecare@alticeusa.com within thirty (30) calendar days of the Interruption.
d. For calculating credit allowances, every month is considered to have thirty (30) days.
e. A credit allowance is applied on a pro rata basis against the monthly recurring charge for the affected circuit/service and is dependent upon the length of the Interruption.

Optimum shall credit Customer's monthly recurring charges for the circuit/service experiencing the Interruption as follows:

Outage Duration	Credit of Monthly Charges
Less than 30 minutes	none
30 minutes up to but not including 3 hrs	1/10 of a day
3 hrs up to but not including 6 hrs	1/5 of a day
6 hrs up to but not including 9 hrs	2/5 of a day
9 hrs up to but not including 12 hrs	3/5 of a day
12 hrs up to but not including 15 hrs	4/5 of a day
15 hrs up to and including 24 hrs	1 day
Over 24 hours	2 days for each full 24-hour period

Limitations: Total credits in a given month shall not exceed one hundred percent (100%) of the monthly recurring charge for the affected circuit/service in that month.

No credit allowance will be made for:

a. Interruptions caused by the negligence of Customer or third parties outside of Optimum's control.
b. Interruptions due to the failure of power, equipment, systems or connections not provided by Optimum under this Agreement.
c. Interruptions during any period when Customer has released the circuit for maintenance or rearrangement purposes or for the implementation of a customer order.
d. Interruptions which continue because of Customer's failure to authorize replacement of any element of the Service.
e. Interruptions due to force majeure events.
f. No trouble found or where the fault of the trouble is undetermined.

Commissioners Court - Regular Session **21.**

Meeting Date: 07/30/2024

Approval of Service Agreement #2024247 for Internet Service Upgrades to 508 S Rock St with Optimum for IT Department

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving service agreement #2024247 for a total monthly charge of $1,246.99 between Williamson County and Optimum Business for service upgrades from 500mb to 1G and add on security packages to 508 S Rock St and authorizing the execution of the agreement and exempting the purchase from competitive bidding utilizing Tx. Gov Code 262.024 Discretionary Exemptions (a) (7) (c) electric power, gas, water, and other utility services.

Background

The approval of the agreement will benefit Williamson County IT Department. The agreement is for an upgrade from 500mb to 1G plus Business Premier Technology Support security packages. This current promotion will give 1 gig (double the speed) with a protection package at a lower monthly cost. The county is paying double that for 500mb. Service agreement #2024247 for 508 S Rock St. total monthly charge will be $1,246.99, funding source 01.0100.0503.004210. Department point of contact is Chris Ball. The service agreements will be attached. The vendor is pubically traded, a 1295 form is not needed.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Optimum Service Agreement for 508 S Rock

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	07/24/2024 12:13 PM
County Judge Exec Asst.	Becky Pruitt	07/25/2024 08:42 AM
Form Started By: Koren Shannon		Started On: 07/23/2024 03:48 PM
Final Approval Date: 07/25/2024		

Docusign Envelope ID: 3E15043E-49DC-4C9B-BF26-9054E8BA83B7

Service Agreement/ Order Form

Date: 7/11/2024

Customer Information

Customer Status: Existing Customer

Customer Name: Williamson County ITS Department

Billing Address:	301 SE INNER LOOP DRIVE STE 105		GEORGETOWN	TX	78626-6356
	Street Address	*Suite*	*City*	*State*	*Zip Code*

Billing Contact:	Tammy McCulley	*Phone*	512-943-1455	*Email*	tmcculley@wilco.org
Order Contact:	Chris Ball	*Phone*	512-565-6869	*Email*	cball@wilco.org
Optimum Contact:	Taralynn Hickman	*Phone*		*Email*	taralynn.hickman@alticeusa.com

Optimum Services

The above Customer agrees to the ordering of the following Services:

Order Type: Renewal - Service Upgrade Service Location Type: LIT 'A' Location: 508 S ROCK ST, GEORGETOWN, TX 78626 Demarc: 1st floor Equipment Room	Account #: 7111061011 Service Location Type: 'Z' Location: Demarc: Type II: ☐

		Individual Monthly Recurring Charge	*Quantity*	*Total Monthly Recurring Charge*	*Non Recurring Charge*
1	Proactive Monitoring	$100.00	1	$100.00	$0.00
2	Business Premier Technical Support	$29.99	1	$29.99	$0.00
3	Optical Internet Access 1G 1Gb	$867.00	1	$867.00	$0.00
4	Managed DDoS Protection	$250.00	1	$250.00	$0.00

Service Term:	3 years
Total Monthly Recurring Charge:	$1,246.99
Total Installation Charge:	$0.00

For Internal Use Only
Sales Promotion: 24Q3Cu$100 –
Product Promotion: 24Q3SAFECNT

Remarks

Promotion: Customers purchasing NEW eligible fiber-based Service(s) plus, Existing Customers purchasing upgraded bandwidth for eligible fiber-based Service(s) RENEWAL(s) with increase in Monthly Recurring Charges will receive a monthly credit for the aggregate of new revenue for eligible fiber-based Service(s) purchased under this Agreement as follows: $100 Credit per month will appear on the invoice issued for the third month following the installation of the last Service ordered hereunder, as applicable. Customer will be responsible for any applicable additional usage/overage charges incurred above the Monthly Recurring Charges. Upon early termination of Service(s) ordered under this promotion during the Initial Service Term, the new revenue total for Service(s) will be recalculated and we will seek repayment of previously issued credits. Promotional offer, one offer per Customer and may be combined with other offers. Eligibility is voided in the instance of an outstanding balance. Minimum three (3) year term for LIT Building and New Build is required. Exclusions (including, but not limited to additional usage/overage charges), and additional restrictions and requirements apply. Offer expires July 31, 2024.

Promotion: Customers purchasing NEW & RENEWALS DIA SERVICES "Business Premier Technical Support" (BPTS) (Fiber only) Services, DDoS and Proactive Monitoring in LIT or New Build location(s) will receive provides one free month of service at either level for every year of the 3-year contract. Credit ($280 or $380 depending on speed purchased) would be applied in month 12, 24 and 36. This package can be used for Fiber and Coax sales only. Credit for the applicable Service will appear on the third month's invoice. Customer will be responsible to read all service terms and description of the Service found at https://business.optimum.net/terms/BPTS.Upon early termination during the Initial Service Term, credit will be reversed. Additional restrictions and requirements apply. Offer expires July 31, 2024.

Docusign Envelope ID: 3E15043E-49DC-4C9B-BF26-9054E8BA83B7

Terms and Conditions

CSC Holdings, LLC on behalf of its wholly owned subsidiaries, Cequel Communications, LLC. ("Optimum" or "Optimum Business") and Customer acknowledge and agree to be bound by the Terms and Conditions attached hereto and/or set forth at https://www.optimum.com/terms-of-service/business Customer will be responsible for the rates listed on the Service Agreement form and all applicable local, state and federal taxes, charges and assessments along with any other applicable charges. Customers purchasing Optimum Business Hosted Voice Service (on Fiber) are also subject to Business Hosted Additional T&C's for Fiber and Exhibits attached hereby and made part of this Agreement
Notice Regarding E911 Services. While your Optimum Phone Service may be supported by a battery backup, it is electrically powered. In the event of a power outage or Optimum network failure, 911 services will not be available. You are prohibited from moving the phone modem from the address where it was installed. If you move the phone modem, the 911 service may not function properly and emergency operators will not be able to identify the caller's location.
By signing this Agreement; (i) you represent that you are the Customer or Customer's authorized agent; (ii) you agree that you have received a copy of and have been given an opportunity to review this Commercial Service Order and Agreement, (iii) you agree to the terms and conditions of the Commercial Service Agreement; (iv) you acknowledge that you have read and understood the Notice Regarding 911 Services above;. This Agreement shall not be deemed effective until it has been executed by both parties.

Agreed by:

Customer		Cequel Communications, LLC (Optimum Business)	
Authorized Signature:		Authorized Signature:	DocuSigned by: HOLLY THEDFORD EED66E82D753451...
Print Name:		Print Name:	HOLLY THEDFORD
Title:		Title:	Regional Sales Manager
Date:		Date:	7/11/2024
Email:			
Phone:			

Docusign Envelope ID: 3E15043E-49DC-4C9B-BF26-9054E8BA83B7

General Terms and Conditions of Service (Business)

Subscriber ("Customer" or "Subscriber") agree to be bound to these General Terms and Conditions of Service ("Terms of Service" or "Agreement") with respect to all Optimum services ("Service(s)") provided by CSC Holdings, LLC and its affiliates and subsidiaries including Cequel Communications authorized to provide the services set forth herein (collectively, "Optimum"), as well as the additional terms of service applicable to the specific Optimum services and/or features to which customer subscribes or have access, as are set forth at www.optimum.net and may be updated from time to time, including the additional terms applicable to Optimum TV, Optimum Online, Optimum WiFi, Optimum Voice, support services, mobile apps and Auto Pay (collectively, the "Additional Terms of Service"), which are incorporated into these Terms of Service by this reference including Optimum DIA, Optimum Data and other Enterprise Fiber Service and Business Hosted Voice Service. Customer further understands and agree that the Customer Privacy Notice, which governs the collection, use and disclosure of Subscriber personal information, is likewise incorporated into these Terms of Service by reference.

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GENERAL TERMS OF SERVICE APPLICABLE TO SERVICE(S):

1. **Services.** Optimum shall use reasonable efforts to make the Services available by any requested service date. Optimum shall not be liable for any damages whatsoever resulting from delays in meeting any service dates due to delays resulting from construction or for reasons beyond its control. Optimum shall provide Customer with the Services and Equipment identified on the commercial service order presented to Customer' at time of installation ("Service Order"); provided, however, if Optimum determines that Customer's location is not serviceable under Optimum's normal installation guidelines, Optimum may terminate this Agreement. Optimum shall have no responsibility for the maintenance or repair of networks, facilities and equipment not furnished by Optimum.
2. **Payment of Charges.** The charges for one month of Services, including any deposits, activation, set-up, installation, construction and/or Equipment charges, are due upon installation of the Services or as otherwise set forth on the Service Order. Thereafter, Customer agrees to pay monthly recurring Service charges and Equipment charges (if any) in advance, including all applicable fees (such as restoration or experience fees), taxes, regulatory fees, franchise fees, surcharges (including sports and broadcast tv surcharges), or other government assessments no later than the date indicated on Customer's bill. Charges for non-recurring Services or Equipment charges will be reflected on Customer's subsequent bill at the then current applicable rates. All rates for Services, Equipment charges and other fees and surcharges are subject to change in accordance with applicable law. If Customer elects to pay by automatic recurring credit card, debit card or automatic clearing house payments, Customer authorizes Optimum to charge such accounts. If Customer elects to send a check as payment, Customer authorizes Optimum either to use information from Customer's check to make a one-time electronic funds transfer from Customer's bank account or to process the payment as a check transaction. Failure to receive a bill does not release Customer from Customer's obligation to pay. 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 Customer receives the goods under the agreement, (2) the date the performance of the service under the agreement is completed; or (3) the date the Wiliamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by the Customer in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of the Customer's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. Failure to pay the total balance when due (including checks returned for insufficient funds) shall constitute a breach of this Agreement and may be grounds for termination of Service, removal of Equipment from Customer's premises and/or imposition of a late fee ("Late Fee") in accordance with applicable law. You can avoid incurring Late Fees by paying your monthly bill promptly. Any Late Fee imposed on Customer is intended to be a reasonable advance estimate of costs of managing past due accounts. The Late Fee is not interest, a credit service charge or a finance charge. If the Customer has more than one account (Business and/or Residential) served by Optimum, all Optimum- provided Services at all locations may be subject to discontinuance of Service in the event any one account remains unpaid. In the event collection activities are required, an additional collection charge may be imposed.
3. **Additional Fees.** In addition to Customer's monthly recurring charges and any Late Fee, additional fees may be imposed, including fees for returned checks, Payment Assistance Fees for paying by phone, receiving a paper bill, charge card chargeback, early termination, reconnection and service calls. Additional charges may also be imposed if collection activities are required to recover past due balances, including attorney fees. A list of applicable fees "Schedule of Fees") is available at www.Optimum.com.pricing-packages. Optimum reserves the right to amend or change the Schedule of Fees from time to time.
4. **Third Party Provider Charges.** In connection with Customer's use of the Services and Equipment, Customer may be able to access, subscribe to, use and/or purchase products, services, software or applications that are provided to Customer by third parties ("Third Party Providers"). Customer acknowledges that Customer may incur charges in connection with the subscription to, purchase or use of these Third-Party Provider products, services, software or applications. All such charges, including any additional fees and applicable taxes, shall be paid by Customer to the Third-Party Provider and are not the responsibility of Optimum. Credits or billing adjustments for products, services, software or applications billed by a Third-Party Provider shall be subject to the stated billing practices of that Third Party Provider. Termination of a service or subscription offered for a separate charge billed directly by a Third-Party Provider shall be effected in accordance with the Terms of Service or similar agreement between the Customer and the Third Party Provider.
5. **Taxes.** Customer is a political subdivision under the laws of the State of Texas and claims exemption from sales and use tax under Tex. Tax Code Ann. § 151.309, as amended. The County agrees to provide exemption certificates to Optimum upon request. Likewise, the Customer is neither liable for any taxes, charges, or fees assessed against Optimum for the supplies or products provided or any services rendered.
6. **Term; Early Termination.** Your Service Term subscription begins either on or the first day following your installation date and continues for the initial term set forth on your Service Order ("Initial Term"). If a Service Order does not specify an Initial Term, You have an automatically renewing monthly Term ("Monthly Subscription").
   a. Monthly Term. If you have a Monthly Subscription, your subscription begins either on or the first day following your installation date and automatically renews thereafter on a monthly basis beginning on the first day of the next billing period assigned to you until cancelled by you. The monthly service charge(s) will be billed at the beginning of your assigned billing period and each month thereafter unless and until you cancel your Service(s). PAYMENTS ARE NONREFUNDABLE AND THERE ARE NO REFUNDS OR CREDITS FOR PARTIALLY USED SUBSCRIPTION PERIOD(S). You may cancel Service(s) for a period up to the last day of the billing period prior to the service period that you wish to cancel, and the cancellation will be effective at the end of the then-current billing period. Any request for cancellation after the commencement of a service period will be effective at the end of the then-current service period. Access to the Services will, if possible, continue to be provided at the location ordered or, if you move, to your new location if in an Optimum-served area (subject to any installation charges).
   b. Initial Term Subscription. If You have an Initial Term, your subscription begins either on or the first day following your installation date and continues for the duration of the applicable Initial Term. Upon the expiration of the Initial Term, Customer's Term automatically renews thereafter on a monthly basis (each, a "Renewal Month") beginning on the first day of the next billing period assigned to you until cancelled by you. The monthly service charge(s) for each month during the Initial Term and any Renewal Months will be billed at the beginning of your assigned billing period and each month thereafter unless and until you cancel your Service(s). PAYMENTS ARE NONREFUNDABLE AND THERE ARE NO REFUNDS OR CREDITS FOR PARTIALLY USED SUBSCRIPTION PERIOD(S).
      i. If you cancel, terminate or downgrade the Service(s) before the completion of the Initial Term"), you agree to pay Optimum early cancellation fees in an amount that includes: (i) all non-recurring charges reasonably expended by Optimum to establish service to Customer and not remunerated, (ii) any disconnection, early cancellation or termination charges reasonably incurred and paid by Optimum to third parties on behalf of Customer, and (iii) all monthly recurring charges for Services and Equipment for the remaining balance of the Initial Term. You agree that early cancellation fees or any other fees may automatically be charged to your account and your credit or debit card provided to Optimum and you agree to pay such fees.

c. Following the Initial Term, Customer may cancel Service(s) for a period up to the last day of the billing period prior to the service period that you wish to cancel, and the cancellation will be effective at the end of the then-current billing period. Any request for cancellation after the commencement of a service period will be effective at the end of the then-current service period. Access to the Services will, if possible, continue to be provided at the location ordered or, if you move, to your new location if in a Optimum-served area (subject to any installation charges).Non-Appropriation. Notwithstanding the foregoing, the parties understand and agree that Customer is a political subdivision of the State of Texas. All payments made by Customer under this Agreement shall be made from current revenues available to Customer. Customer shall make its best efforts to obtain and appropriate funds for payment of this Agreement, but, if such funds are not available, Customer shall have the right to terminate the Agreement at the expiration of Customer's then-current budget period. Notwithstanding any other provision of this Agreement, such termination shall not constitute a default of this Agreement and shall be without penalty or further obligation to Customer.

7. **Right to Make Credit Inquiries.** Customer acknowledges and agrees that Optimum may (a) verify Customer's credit standing, make inquiries and receive information about your credit experiences, including your credit report, from credit reporting agencies; (b) enter this information in your file, and disclose this information concerning you to appropriate third parties for reasonable business purposes; and (c) furnish information about you, your account(s) and your payment history to those credit reporting agencies.

8. **Security Deposit.** Optimum may require a deposit or activation fee based on Customer's credit standing or past payment history with Optimum. A deposit or activation fee does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. Any security deposit given by Customer for the Equipment or Optimum's Service will be due and payable upon the first monthly billing. Such security deposits will be returned to Customer within sixty (60) days of termination of Optimum's Service so long as payment has been made for all amounts due on Customer's account and Customer has returned the Optimum Equipment undamaged. Security deposits paid by Customer for Equipment or Services may be used, to the extent permitted by law, to offset any unpaid balance or charges after termination of Service. Customer shall remain liable for any outstanding balances after the security deposit has been applied. Further terms and conditions of the security deposit may be contained in the deposit receipt given to Customer at the time the security deposit is collected.

9. **Disputed Charges.** Customer agrees to pay all undisputed monthly charges and all applicable fees and taxes as itemized on the Optimum monthly bill and notify Optimum in writing of disputed items or requests for credit within thirty (30) days of Customer's receipt of the bill for which correction of an error or credit is sought, or longer as provided by applicable law. The date of the dispute shall be the date Optimum receives sufficient documentation to enable Optimum to investigate the dispute. The date of the resolution is the date Optimum completes its investigation and notifies the Customer of the disposition of the dispute.

10. **Adjustments or Refunds.** Any adjustment or refund, given in each case in Optimum's sole discretion, will be accomplished by a credit on a subsequent bill for Service, unless otherwise required by applicable law. No credit allowance will be made for interruptions of Service that are: (a) due to the negligence of or noncompliance with the provisions of the Agreement by Customer or any person authorized by customer to use the Service; (b) due to the negligence of any person other than Optimum including, but not limited to, the other common carriers connected to the Optimum's facilities; (c) due to the failure or malfunction of Customer owned equipment or third party equipment; (d) during any period in which Optimum is not given full and free access to its facilities and Equipment for the purpose of investigating and correcting interruptions; (e) during a period in which Customer continues to use the Service on an impaired basis; (f) less than thirty (30) minutes' duration; (g) during any period when the interruption is due to implementation of a Customer order for a change in Service arrangements; or
(h) due to circumstances or causes beyond the control of Optimum. Unless otherwise provided by applicable law, in the event any amounts owed by Optimum to Customer are not claimed by Customer within one year of the date on which the amount became payable to Customer, Customer shall forfeit all rights to the refund and all such amounts shall become the property of Optimum.

11. **Equipment and Software.** "Distribution System" shall mean (1) all distribution plant, network facilities and associated electronics and all Equipment installed or provided by Optimum or its predecessors which is necessary to distribute Services throughout the premises, but specifically excluding Inside Wiring, and (2) all Equipment furnished by Optimum at the premises. Ownership of the Distribution System shall at all times be and remain in Optimum and shall be used exclusively by and in connection with Optimum operations. Upon termination of this Agreement and if Optimum is no longer providing Services to the premises, Optimum has the option to remove all or any portion of the Distribution System, provided that any damage to the premises caused by removal of the Distribution System will be repaired by Optimum to Customer's reasonable satisfaction. "Equipment" means all equipment, including but not limited to, any cables, wires, amplifiers, cable boxes, access cards, remotes, cable cards, battery backup units, modems, routers, gateways, Altice One and Altice One Mini units distributed to and/or installed for use in the Customer's service location but does not include Inside Wiring. "Inside Wiring" shall mean all wiring on the Customer's side of the demarcation point at Customer's service location, whether installed by Optimum or by Customer. The demarcation point shall mean a point at (or about) twelve (12) inches outside of where the cable wire enters the Customer's service location. Inside Wiring shall be Customer property and not Optimum Equipment, and repair and maintenance for such Inside Wiring is the responsibility of Customer unless otherwise agreed by Customer and Optimum. None of the Equipment shall become a fixture nor shall distribution, installation, and/or use of Equipment, including but not limited to cable boxes and/or set top boxes be deemed a lease of such Equipment. Unless otherwise stated in the Service Order, Customer will acquire no ownership or other interest in the Distribution System, Equipment, network facilities, and software by virtue of payments made pursuant to this Agreement or by the attachment of any portion of the Distribution System, Equipment or network facilities to Customer's premises.

a. Misuse of Equipment. Optimum Equipment is intended to service and reside at the specific service location and is not to be removed from the service location where it was installed or used off premises without Optimum authorization. Customer agrees that neither Customer nor any other person (except Optimum's authorized personnel) will open, alter, misuse, tamper with, service, or make any alterations to any Equipment. Customer will not remove any markings or labels from the Equipment. Customer agrees to safeguard the Equipment from loss or damage of any kind, and (except for any self-installation procedures approved by Optimum) will not permit anyone other than a Optimum authorized representative to perform any work on the Equipment. Any misuse, alteration, tampering, or removal, or the use of Equipment which permits the receipt of Services without authorization or the receipt of Services to an unauthorized number of outlets, or to unauthorized locations constitutes theft of service and is prohibited.

b. Return of Equipment. If Customer's Service is terminated or cancelled (for whatever reason), unless Optimum expresses otherwise in writing, Customer agrees that Customer no longer has the right to keep or use the Equipment and Customer must promptly return the Equipment. The Equipment must be returned to Optimum in the same condition as when received, ordinary wear and tear excepted. Absent other instructions, if Customer fails to return the Equipment, Customer will pay any expenses Optimum incurs in retrieving the Equipment. Failure of Optimum to remove the Equipment does not mean that Optimum has abandoned the Equipment. Optimum may impose a charge for unreturned Equipment to be determined in accordance with Optimum's then current schedule of charges for non-returned Equipment and/or continue to charge Customer a monthly Service fee every month until any remaining Equipment is returned, collected by Optimum or fully paid for by Customer. Any charge for unreturned Equipment shall be due immediately. Optimum retains ownership of all Equipment.

c. Damaged or Lost Equipment. If the Equipment is damaged by Customer, destroyed, lost or stolen while in Customer's possession, Customer is responsible for the cost of repair or replacement of the Equipment.

d. Operation of Equipment. Customer agrees to operate any Equipment in accordance with instructions of Optimum or Optimum's agent. Failure to do so will relieve the Optimum Parties of liability for interruption of Service and may make the Customer responsible for damage to Equipment.

e. Tests and Inspections. Upon reasonable notification to the Customer, and at a reasonable time, Optimum may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth herein.

f. Software. Customer agrees to comply with the terms and conditions of any software license agreement applicable to the software provided or installed by

Optimum ("Software"). The Software shall be used solely in connection with the Services and Customer will not modify, disassemble, translate or reverse engineer, the Software. All rights title and interest to the Software, including associated intellectual property rights, are and will remain with Optimum and Optimum's licensors. If Customer's Service is terminated, Customer will promptly return or destroy all Software provided by Optimum and any related written materials. Optimum will have the right to upgrade, modify and enhance the Equipment and Software from time to time. Customer acknowledges that the Software, and any related written materials, may be subject to applicable export control laws and regulations of the USA. Customer agrees not to export or re- export the Software, directly or indirectly, to any countries that are subject to USA export restrictions.

g. Repair. Optimum will repair and/or replace defective Software or Equipment provided such damage was not caused by misuse, neglect or other fault of Customer. Optimum assumes no responsibility and shall have no responsibility for the operation, maintenance, condition or repair of any Customer-provided

equipment and/or software, including, but not limited to, televisions, computer devices, remote controls or other consumer electronics, including any hardware or third party software, which may be connected to the Services ("Customer Equipment"), except that Optimum may automatically push required software or firmware updates directly to Customer Equipment when necessary for the provision of Optimum Service(s). Customer is responsible for the repair and maintenance of Customer Equipment. Optimum is not responsible or liable for any loss or impairment of Optimum's Service due in whole or in part to a malfunction, defect or otherwise caused by Customer Equipment. Optimum makes no warranties, with respect to Equipment or Service provided by Optimum or with respect to the Equipment's compatibility with any Customer Equipment.

12. **Prohibitions/Theft of Service.** Customer shall not intercept, receive or assist in the interception or receipt of, resell, distribute or duplicate any Services. In no event shall Customer use the Services and/or Equipment to engage in any illegal or prohibited activity.

13. **Customer Liability for Users.** Customer is responsible for any access, use or misuse of the Services and/or Equipment that may result from access or use by any other person who has access to Customer's premises, equipment or account. Customer is responsible for ensuring that all persons who use Customer's subscribed to Services ("Users") understand and comply with all terms and conditions applicable to the Services.

14. **Business Hosted Voice on Fiber:** Customers purchasing Business Hosted Voice on Fiber are also bound by the Additional Terms for Business Hosted Voice Service on Fiber found at www.Optimum.com/terms-and-policies ("Terms of Service") and Exhibits A1 and A2 as set forth below.

    a. **SOFTPHONES, OFF-SITE PHONES & WIFI CONNECTIVITY**: OPTIMUM ALLOWS THE ABILITY TO ACCESS THE HOSTED VOICE SERVICE THROUGH SOFTPHONES, OFF-SITE PHONES AND WIFI CONNECTIVITY. IN NO EVENT SHALL OPTIMUM BE RESPONSIBLE FOR, NOR DOES IT WARRANT THE PERFORMANCE OR INTEROPERABILITY OF THE SERVICE IN CONNECTION WITH ANY SOFTPHONES, OFF-SITE PHONES OR WIRELESS CONNECTIVITY. IT IS CUSTOMER'S SOLE RESPONSIBILITY TO SUPPORT AND TROUBLESHOOT ANY RELATED CONNECTIVITY ISSUES UNDER THIS SECTION. CUSTOMER ACKNOWLEDGES AND UNDERSTANDS THE HOSTED VOICE PRODUCT CHARACTERISTICS AS SET FORTH IN THE OFF-SITE REMOTE PHONE AND SOFTPHONE ACKNOWLEDGEMENT ATTACHED HERETO AS EXHIBIT A2. PHONES NOT PROVIDED BY OPTIMUM UNDER THIS AGREEMENT ARE NOT PERMITTED NOR SUPPORTED AND USE OF SUCH PHONES WILL RESULT IN TERMINATION OF THIS AGREEMENT.

    b. **Emergency Calling Services (E911) for Hosted Voice Service**: Customer is responsible for complying with all applicable emergency calling service laws. E911 procedures and restrictions are set forth in Emergency Calling Services Terms and Conditions attached hereto as Exhibit A1.

15. **Managed DDoS Protection Service**: Managed DDoS (Distributed Denial of Service) Protection Service purchased pursuant to this Agreement and offered in conjunction with Altice Business Internet Service (over fiber) only, will monitor, detect and mitigate Altice Business Internet Service inbound traffic against DDoS attacks and provide cleansing up to thirty (30) times the contracted bandwidth. Managed DDoS Protection Service is provisioned over Altice Business Internet Service/traffic only.

16. **Service Level Agreement:** The Service Level Agreement ("SLA") attached hereto as Exhibit A sets forth Customer's sole remedy for any claim relating to the Service including any failure to meet any guarantee as set forth in the SLA.

17. **Access to Customer Premises.** Customer grants Optimum and its employees, agents, contractors, and representatives all necessary rights of access to enter and within Customer's premises, including access to space for cables, conduits and equipment, the wiring within Customer's premises and Customer's computer(s) and other devices, to install, deliver, connect, inspect, maintain, repair, replace, disconnect, remove or alter any and all facilities, check for signal leakage or install or deliver Equipment and Software provided by Optimum. Customer shall cooperate in providing such access upon request of Optimum. If Customer is not the owner of the premises, Customer warrants that Customer has obtained the legal authority of the owner to authorize Optimum personnel and/or its agents to enter the premises for the purposes described herein. Optimum's failure to remove its Equipment shall not be deemed an abandonment thereof. Customer shall provide a secured space with electrical power, climate control and protection against fire, vandalism, and other casualty for Optimum's equipment. Customer is responsible for ensuring that Customer's equipment is compatible for the Services selected and with the Optimum network.

18. **Violations of this Agreement.** It shall be a violation of this Agreement for Customer or any User (1) to engage in any conduct prohibited by this Agreement (or by any terms and conditions incorporated herein by reference); or (2) not to engage in conduct required by this Agreement, each case determined in Optimum's sole good faith discretion. In addition, whether or not the conduct set forth below is elsewhere prohibited by this Agreement, it shall be a violation of this Agreement if: (a) Customer or any User fails to abide by Optimum's rules and regulations or to pay the charges billed; (b) Customer or any User fails to provide and maintain accurate registration information or the information required in the registration process is or becomes incorrect, absent or incomplete; (c) Customer or any User engages in any illegal or prohibited activity in connection with their use of any Service; (d) Customer or any User harasses, threatens or otherwise abuses any Optimum employee or agent; (e) Customer or any User refuses to provide Optimum with reasonable access to the service location or refuses to allow Optimum to diagnose and/or troubleshoot a service issue when such access or customer interaction is necessary in order to provide the appropriate customer support; or (f) The amount of customer and/or technical support required to be provided to Customer or any User is excessive in the sole good faith discretion of Optimum.

19. **Termination.** Optimum may terminate this Agreement, disconnect or suspend any or all Services, and remove Equipment at any time, without prior notice, for any reason whatsoever or for no reason, including but not limited to if Customer or any User fails to fully comply with the terms of this Agreement and/or any Optimum or authorized Third Party Provider terms of service, agreements or policies incorporated herein by reference. If Optimum terminates Service due to a violation of this Agreement or Optimum's policies, Customer may be subject to additional fees and charges, including disconnect and termination fees and Optimum may also exercise other rights and remedies available under law or in equity.

20. **Effect of Termination by Optimum.** Customer agrees that in the event of termination by Optimum: (i) Optimum and any Third Party Providers of co-branded services offered as part of or through the high speed internet service shall have no liability to Customer or any User; and (ii) unless expressly prohibited by law, Optimum, in its sole good faith discretion, may decline or reject a new application for service or block access to or use of any component of the Services by Customer or any former User. Customer further agrees that upon termination of any Service, Customer will immediately cease use of the Equipment and any Software, and; Customer will pay in full the charges for Customer's use of the Service and the Equipment through the later of: (i) Customer's applicable Service month, or (ii) if applicable, the expiration of any promotional term, or, if applicable, (iii) the date when the associated Equipment or Software has been returned to Optimum. Failure of Optimum to remove Equipment shall not be deemed an abandonment thereof. Customer shall pay reasonable collection and/or attorney's fees to Optimum in the event that Customer shall find it necessary to enforce collection or to preserve and protect its rights under this Agreement.

21. **Content and Services.** All content, program services, program packages, number of channels, channel allocations, broadcast channels, interactive services, email, data offerings and other services are subject to change in accordance with applicable law.

22. **Disclaimer**. Optimum assumes no liability for any program, services, content or information distributed on or through the Services, Equipment or the cable system, unless locally provided by Optimum, and Optimum expressly disclaims any responsibility or liability for your use thereof. Further, Optimum shall not be responsible for any products, merchandise or prizes promoted or purchased through the use of the Services.

23. **Telephone Communications Regarding Customer Account or Service**. **Customer** agrees that Optimum and its agents may call or text you at any phone number (landline or wireless) that you provide to us, using an automated dialing system and/or a prerecorded message, for non-promotional service and/or account- related purposes, such as appointment confirmations, service alerts, billing and collection issues or account recovery concerns. Customer agrees to notify us: (1) if any such phone number changes; (2) is no longer active; or (3) is ported from a landline to a wireless phone number. Customer can manage your contact preferences by logging into your account at http://www.Optimum.com.

24. **No Waiver.** The failure of Optimum to enforce this Agreement and any of its components, for whatever reason, shall not constitute a waiver of any right of Optimum or the ability to assert or enforce such right at any time in the future.

25. **No Assignment.** This Agreement and the Services and/or Equipment supplied by Optimum are not assignable or otherwise transferable by Customer, without specific written authorization from Optimum. In Optimum's discretion, Optimum may assign, in whole or in part, this Agreement, and Service may be provided by one or more legally authorized Optimum affiliates.

26. **No Warranty; Limitation of Liability.** Customer expressly agrees that: (a) the Services provided are best efforts services and the Services, Software and Equipment are provided by Optimum on an "AS IS" and "AS AVAILABLE" basis without warranties of any kind, either express or implied; (b) Optimum, its officers, shareholders, directors, employees, affiliates, vendors, carrier partners, content providers and other persons or entities involved in providing the Services or Equipment (collectively, the "Optimum Parties") are not responsible or liable for any loss or impairment of service due in whole or in part to Customer owned- or provided-Equipment; and (c) all use of the Services, Software and Equipment, including that provided by Third Party Providers, as well as the purchase, download or use of any third party service, product, or application provided by or accessed through the Services or Equipment, are provided at Customer's sole risk and Customer assumes total responsibility for Customer's or any User's use of the Services. Without limiting the generality of the foregoing, the Optimum Parties make no warranty: (i) that the Services will be uninterrupted or error free or that the Equipment will work as intended; (ii) as to transmission or upstream or downstream speeds of the network; (iii) that the Services, Equipment or Software are compatible with any Customer owned- or provided-Equipment; or (iv) as to the security of Customer's communications via Optimum's facilities or Services, or that third parties will not gain unauthorized access to or monitor Customer's communications. Customer has the sole responsibility to secure Customer's communications and the Optimum Parties will not be liable for any loss associated with such unauthorized access. In addition, neither the Optimum Parties nor any Third-Party Provider of services or products makes any representations or warranties with respect to any product or services offered through the Services or Equipment, and Optimum shall not be party to nor responsible for monitoring any transaction between Customer and any Third Party Provider of products or services.

    Except for a refund or credit as expressly provided in this Agreement, in no event (including negligence) will the Optimum Parties be held responsible or liable for any loss, damage, cost or expense including direct, indirect, incidental, special, treble, punitive, exemplary or consequential losses or damages including, but not limited to, loss of profits, earnings, business opportunities, loss of data, personal injury (including death), property damage or legal fees and expenses, sought by Customer or anyone else using Customer's Service account: (x) resulting directly or indirectly out of the use or inability to use the Services (including the inability to access emergency 911 or e911 services) and/or use of the Software, Equipment or provided third party services or otherwise arising in connection with the installation, maintenance, failure, removal or use of Services, Software and/or Equipment or Customer's reliance on the Services, Software and/or Equipment, including without limitation any mistakes, omissions, interruptions, failure or malfunction, deletion or corruption of files, work stoppage, errors, defects, delays in operation, delays in installation, failure to maintain proper standards or operation, failure to exercise reasonable supervision, delays in transmission, breach of warranty or failure of performance of the Services, Software and/or Equipment; or (y) resulting directly or indirectly out of, or otherwise arising in connection with, any allegation, claim, suit or other proceeding relating to Services, Software and/or Equipment, or the infringement of the copyright, patent, trademark, trade secret, confidentiality, privacy, or other intellectual property or contractual rights of any third party. Optimum's Maximum Liability to Customer arising under this Agreement shall be the lesser of $5,000.00 or the amount actually paid by Customer for Services hereunder for the respective regular billing period.

27. **Indemnification. To the extent authorized under Texas law,** Customer agrees to defend, indemnify, and hold harmless Optimum Parties from and against any and all claims and expenses, including reasonable attorneys' fees, arising out of or related in any way to the use of the Service and Equipment by Customer or otherwise arising out of or related in any way to the use of Customer's account or any equipment or facilities in connection therewith, or the use of any other products or services provided by Optimum to Customer. Customer agrees to indemnify and hold harmless the Optimum Parties against claims, losses or suits for injury to or death of any person, or damage to any property which arises from the use, placement or presence or removal of Optimum's Equipment, facilities and associated wiring on Customer's premises and further, Customer indemnifies and holds harmless the Optimum Parties against claims for libel, slander, or the infringement of copyright arising directly or indirectly from the material transmitted over the facilities of Optimum or the use thereof by Customer; against claims for infringement of patents arising from combining with or using in connection with, facilities furnished by Optimum, and apparatus, Equipment, and systems provided by Customer; and against all other claims arising out of any act or omission of Customer in connection with the Services or facilities provided by Optimum.

28. **Regulatory Authority.** This Agreement and the obligations of the parties shall be subject to modification to comply with all applicable laws, regulations, court rulings, and administrative orders, as amended.

29. **BINDING ARBITRATION. Please read this section carefully. It affects Customers rights**

    a. Agreement to Arbitrate Disputes. Any and all disputes arising between The Customer and Optimum, or its respective predecessors in interest, successors, assigns, and past, present, and future parents, subsidiaries, affiliates, officers, directors, employees, and agents, shall be resolved by binding arbitration on an individual basis in accordance with this arbitration provision. This agreement to arbitrate is intended to be broadly interpreted. It includes, but is not limited to:

    - Claims arising out of or relating to any aspect of the relationship between us, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory.
    - Claims that arose before this or any prior Agreement; and
    - Claims that may arise after the termination of this Agreement.

    Notwithstanding the foregoing, either Customer or Optimum may bring claims in small claims court in Customer's jurisdiction, if that court has jurisdiction over the parties and the action and the claim complies with the prohibitions on class, representative, and private attorney general proceedings and non-individualized relief discussed below. If the law of Your jurisdiction allows small claims actions to be removed or appealed for a trial de novo in a court of general jurisdiction, that appeal instead shall be resolved in an individual arbitration under this arbitration provision. The Customer may also bring issues to the attention of federal, state, and local executive or administrative agencies.

    Resolving Customer dispute with Optimum through arbitration means The Customer will have a fair hearing before a neutral arbitrator instead of in a court before a judge or jury. **THE CUSTOMER AGREES THAT BY ENTERING INTO THIS AGREEMENT, THE CUSTOMER AND OPTIMUM EACH WAIVE THE RIGHT TO A TRIAL BY JURY AND THE RIGHT TO PARTICIPATE IN A CLASS, REPRESENTATIVE, OR PRIVATE ATTORNEY GENERAL ACTION.**

    b. Opting Out of Arbitration. **IF THE CUSTOMER HAS BEEN AN EXISTING SUBSCRIBER FOR AT LEAST 30 DAYS BEFORE THE EFFECTIVE DATE OF THIS AGREEMENT AND HAVE PREVIOUSLY ENTERED INTO AN ARBITRATION AGREEMENT WITH OPTIMUM OR A PREDECESSOR COMPANY, THIS OPT OUT PROVISION DOES NOT APPLY TO THE CUSTOMER.**

IF THE CUSTOMER BECAME A SUBSCRIBER WITHIN THE 30 DAYS IMMEDIATELY PRIOR TO THE EFFECTIVE DATE OF THIS AGREEMENT, AND DO NOT WISH TO BE BOUND BY THIS ARBITRATION PROVISION, THE CUSTOMER MUST NOTIFY OPTIMUM IN WRITING WITHIN 30 DAYS OF THE EFFECTIVE DATE OF THIS AGREEMENT.

IF THE CUSTOMER BECAME A SUBSCRIBER AFTER THE EFFECTIVE DATE OF THIS AGREEMENT, AND DO NOT WISH TO BE BOUND BY THIS ARBITRATION AGREEMENT, THE CUSTOMER MUST NOTIFY OPTIMUM IN WRITING WITHIN 30 DAYS OF THE OPENING OF CUSTOMER'S OPTIMUM ACCOUNT. IN ALL INSTANCES, NOTICE SHALL BE PROVIDED BY EMAILING US AT NOARBITRATION@ALTICEUSA.COM OR BY MAIL TO: OPTIMUM SHARED SERVICES, 1111 STEWART AVENUE, BETHPAGE, NY 11714, ATTN: ARBITRATION.

TO BE VALID, AN OPT-OUT NOTICE MUST: (1) INCLUDE THE CUSTOMERR NAME, ADDRESS, OPTIMUM ACCOUNT NUMBER, PHYSICAL SIGNATURE IF SENT BY MAIL OR ELECTRONIC SIGNATURE IF SENT VIA EMAIL, AS WELL AS A CLEAR STATEMENT THAT ARE REJECTING THE ARBITRATION PROVISION IN THIS AGREEMENT; AND (2) BE RECEIVED BY OPTIMUM WITHIN THE APPLICABLE 30-DAY TIME PERIOD ABOVE.

YOUR DECISION TO OPT OUT OF THIS ARBITRATION PROVISION WILL HAVE NO ADVERSE EFFECT ON YOUR RELATIONSHIP WITH OPTIMUM OR THE DELIVERY OF OPTIMUM SERVICES TO THE CUSTOMER. OPTING OUT OF THIS ARBITRATION PROVISION HAS NO EFFECT ON ANY OTHER PRIOR OR FUTURE ARBITRATION AGREEMENTS THAT THE CUSTOMER MAY HAVE WITH OPTIMUM.

c. Pre-Arbitration Process. (i.) Notice Of Dispute. A party who intends to commence arbitration must first send the other party a written Notice of Dispute and engage in a good-faith negotiation of the dispute in an effort to resolve it without the need for arbitration. To be valid, Your Notice of Dispute must include: (1) The Customer name; (2) the account number and service address; (3) an email address and telephone number at which The Customer may be reached during business hours; (4) a description of the nature and basis of your claims or dispute (including where applicable specific dates); (5) an explanation of the specific relief sought; (6) Your physical or electronic signature; and (7) if The Customer has retained an attorney, Your signed statement authorizing Optimum to disclose your confidential account records to Your attorney if necessary in resolving Your claim. For Your convenience, The Customer may download a Notice of Dispute form from our website at www.Optimum.net/NoticeOfDispute. Once the Customer has written the letter or filled out the Notice, send it to us by certified mail at Optimum Shared Services, 1111 Stewart Avenue, Bethpage, NY 11714, Attn: Customer Disputes. Optimum will send any Notice of Dispute to The Customer at the billing address on file with the account. (ii.) 60 Day Wait Period. Whoever sends the Notice of Dispute must give the other party 60 days after receipt to investigate the claim. During that period, either party may request an individualized discussion (by phone call or videoconference) regarding settlement, which shall take place at a mutually agreeable time (which can be after the 60-day period). The Customer and an Optimum legal or business representative (or outside counsel) must personally participate, unless otherwise agreed in writing. Your lawyers (if any) also can participate. If Optimum has not been able to resolve your dispute to your satisfaction within the later of 60 days from when we received your Notice of Dispute or the date of the individualized discussion regarding settlement, the Customer may start arbitration proceedings. The Notice of Dispute and discussion requirements are essential in order to give the parties a meaningful chance to resolve disputes informally. If any aspect of these requirements has not been met, the parties agree that a court can enjoin the filing or prosecution of an arbitration, and, unless prohibited by law, the arbitration administrator shall neither accept nor administer the arbitration nor assess fees in connection with such an arbitration. The submission of a Notice of Dispute will toll the statute of limitations for the claim until the later of 60 days from when we received your Notice of Dispute or the date of the individualized discussion regarding settlement.

d. Commencing an Arbitration. To commence an arbitration, The Customer must submit a written Demand for Arbitration to the American Arbitration Association ("AAA"), Case Filing Services, 1101 Laurel Oak Road, Suite 100, Voorhees, NJ 08043, with a copy to Optimum. A Demand for Arbitration form can be found on the AAA website at https://www.adr.org/rulesformsfees.

e. Arbitration Process. The arbitration will be administered by the AAA under the AAA's Consumer Arbitration Rules, as modified by this arbitration provision. The Customer may obtain copies of those rules from the AAA at www.adr.org. If the AAA will not enforce this arbitration provision as written, it cannot serve as the arbitration organization to resolve Your dispute. If this situation arises, or if the AAA for any reason cannot serve as the arbitration organization, the parties shall agree on a substitute arbitration organization or ad hoc arbitration, which will enforce this arbitration provision as to the dispute. If the parties are unable to agree, the parties shall mutually petition a court of appropriate jurisdiction to appoint an arbitration organization or ad hoc arbitrator that will administer arbitration under this arbitration provision as written. If there is a conflict between this arbitration provision and the AAA rules, this arbitration provision shall govern.

A single arbitrator will resolve the dispute between The Customer and Optimum. Participation in arbitration may result in limited discovery. The arbitrator will honor claims of privilege recognized by law and will take reasonable steps to protect confidential or proprietary information, including subscriber personally identifiable information.

All issues are for the arbitrator to decide, except issues relating to arbitrability, the scope or enforceability of this arbitration provision, the interpretation of its prohibitions of class, representative, and private attorney general proceedings and non-individualized relief, and compliance with the requirements of Sections 26.c and 26.g shall be for a court of competent jurisdiction to decide. The Arbitrator is limited and bound by terms of this arbitration provision. Although the arbitrator shall be bound by rulings in prior arbitrations involving the same customer to the extent required by applicable law, an arbitrator's ruling will not be binding in other proceedings involving different customers. The arbitrator will make any award in writing but need not provide a statement of reasons unless requested by a party. An award rendered by the arbitrator may be entered in any court having jurisdiction over the parties for purposes of enforcement.

Unless the parties agree otherwise, any arbitration hearing will take place in the county (or parish) of Customer's service address. If the amount in dispute is less than $50,000, Optimum agrees that The Customer may choose whether the arbitration is conducted solely on the basis of documents submitted to the arbitrator, by a telephonic or videoconference hearing, or by an in-person hearing as established by AAA rules.

If the amount in dispute exceeds $75,000 or the claim seeks any form of injunctive relief, either party may appeal the award to a three-arbitrator panel administered by AAA under its Optional Appellate Arbitration Rules (including its rules governing allocation of fees and costs) by a written notice of appeal within thirty (30) days from the date of entry of the written arbitration award. The award shall be stayed during any such appeal. The members of the three-arbitrator panel will be selected according to AAA rules. The three-arbitrator panel will issue its decision within one hundred and twenty (120) days of the date of the appealing party's notice of appeal. The decision of the three-arbitrator panel shall be final and binding, subject to any right of judicial review that exists under the FAA.

f. Arbitration Fees. Except as otherwise provided in this arbitration provision, if Optimum initiates an arbitration, Optimum will pay all arbitration filing, administrative, and arbitrator fees.

If The Customer initiate an arbitration, The Customer will be responsible for paying a portion of the arbitration fees as follows: If Customer is seeking claims of $1,000 or less, Customer's share of the fees will be capped at $100, and If Customer is seeking claims of between $1,001-$10,000, Customer's share of such fees will be capped at $200. If Customer is seeking claims of more than $10,000, the filing, administrative and arbitrator fees will be allocated in accordance with the AAA rules. If Customer cannot pay Your share of these fees, Customer may request a fee waiver from the AAA. In addition, Optimum will consider reimbursing Your share of these fees if The Customer indicates they cannot afford them and, if appropriate, will pay directly all such fees upon Your written request prior to the commencement of the arbitration. The Customer is responsible for all additional costs and expenses that The Customer incurs in the arbitration, including, but not limited to, attorneys' or expert witness fees and expenses, unless the arbitrator determines that applicable law requires Optimum to pay those costs and expenses.

Notwithstanding the foregoing, if the arbitrator concludes that Your claim is frivolous or has been brought for an improper purpose (as measured by the standards of Federal Rule of Civil Procedure 11(b)), then the AAA rules shall govern the allocation of arbitration fees, and The Customer agrees to reimburse Optimum for any amounts Optimum may have paid on Your behalf.

g. Mass Arbitration Procedures. If 25 or more claimants submit Notices of Dispute or file arbitrations raising similar claims and are represented by the same or

coordinated counsel, all the cases must be resolved in staged bellwether proceedings. The Customer agrees to this process even though it may delay the resolution of your claim. In the first stage, each side shall each select up to 15 cases (30 cases total) to be filed in arbitration and resolved individually by different arbitrators. In the meantime, no other cases may be filed in arbitration, and the AAA shall not accept, administer, or demand payment of fees for arbitrations

commenced in violation of this Mass Arbitration Procedures section. If the parties cannot agree how to resolve the remaining cases after the conclusion of the first stage of bellwether proceedings, the process will be repeated until all claims are resolved.

If this Mass Arbitration Procedures section applies to a Notice of Dispute, any statute of limitations applicable to the claims set forth in that Notice of Dispute will be tolled from the time the first cases are selected for bellwether proceedings until that Notice of Dispute is selected for a bellwether proceeding, withdrawn, or otherwise resolved. A court will have the authority to enforce this Mass Arbitration Procedures section, including by enjoining the mass filing or prosecution of arbitrations or the assessment or collection of AAA fees.

h. Governing Law. Because the Service(s) provided to The Customer involves interstate commerce, the Federal Arbitration Act ("FAA"), not state arbitration law, shall govern the arbitrability of all disputes under this arbitration provision. Any state statutes pertaining to arbitration shall not be applicable.

i. Waiver of Class and Representative Actions. **YOU AGREE TO ARBITRATE YOUR DISPUTE AND TO DO SO ON AN INDIVIDUAL**

If any of the prohibitions in the preceding paragraph is held to be unenforceable as to a particular claim, or request for relief (such as a request for public injunctive relief) then The Customer and Optimum agree that such claim or request for relief (and only that claim or request) shall be decided by a court after all other claims and requests for relief are arbitrated. In that instance, or any instance when a claim between The Customer and Optimum proceeds to court rather than through arbitration, The Customer and Optimum each waive the right to any trial by jury through this Agreement.

j. Amendments to this Arbitration Provision. Notwithstanding any provision in the Agreement to the contrary, The Customer and Optimum agree that if Optimum makes any amendment to this arbitration provision (other than an amendment to any notice address or website link provided herein) in the future, that amendment shall apply to all disputes or claims that have arisen or may arise between The Customer and Optimum, including disputes or claims that arose prior to the effective date of the amendment. We will notify the Customer of amendments to this arbitration provision in the manner described in Section 31. If the Customer does not agree to the revisions, the Customer must cease use of all Service(s) within 30 days and notify Optimum that The Customer are canceling this Agreement.

k. Severability and Survival. If any other portion of this arbitration provision is determined to be unenforceable, then the remainder of this arbitration provision shall be given full force and effect. The terms of the arbitration provision shall survive termination, amendment or expiration of this Agreement.

30. **Governing Law.** Subject to Section 29.h above, this Agreement shall be governed by the laws of the state of Texas.

31. **No Relationship.** Nothing in this Agreement will create any joint venture, joint employer, franchisee-franchisor, employer-employee or principal-agent relationship between Optimum and any content, backbone, network, circuit and other technology or communications providers, software and other licensors, hardware and equipment suppliers or other third party providers of elements of the High Speed Internet Service, nor impose upon any such companies any obligations for any losses, debts or other obligations incurred by the other.

32. **Survival.** All representations, warranties, indemnifications, dispute resolution provisions and limitations of liability contained in this Agreement shall survive the termination of this Agreement, as well as any other obligations of the parties hereunder which, by their terms, would be expected to survive such termination or which relate to the period prior to termination (including legal conditions, payment, and Optimum rights and the rights of others).

33. **Force Majeure.** Optimum Parties shall not be liable for any delay or failure of performance or Equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action or request of the United States government or of any other government including state and local governments having or claiming jurisdiction over Optimum, or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more of these federal, state, or local governments or of any military authority; preemption of existing service in compliance with national emergencies, acts of terrorism, insurrections, riots, wars, unavailability of rights-of-way, material shortages, strikes, lockouts, or work stoppages.

34. **Entire Agreement.** This Agreement, including the applicable Additional Terms of Service, Privacy Policy and Acceptable Use Policy ("AUP"), the Service Order and the Schedule of Fees constitute the entire agreement between Optimum and Customer with respect to the Services. No undertaking, representation or warranty made by an agent or representative of Optimum in connection with the sale, installation, maintenance or removal of Optimum's Services or Equipment shall be binding on Optimum except as expressly included herein.

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

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

37. **Amendment; Notice.** Optimum may, in its sole discretion, change, modify, add or remove portions of this Agreement at any time. Optimum may notify Customer of any such changes to this Agreement, or any other required or desired notice hereunder, by posting notice of such changes on Optimum's website (www.Optimum.com), or by sending notice via email or postal mail to Customer's billing address, and/or by contacting the telephone number(s) on Customer's account (including mobile phones) by means such as but not limited to browser bulletins, walled garden (browser interruption), voice, SMS, MMS, and text messages, including by the use of by automatic telephone dialing systems. Customer agrees that any one of the foregoing will constitute sufficient notice. Because Optimum may from time to time notify Customer about important information regarding the Services, the Privacy Policy and this Agreement by such methods, Customer agrees to regularly check postal mail, e-mail and all postings on the Optimum web site (www.Optimum.com) and Customer bears the risk of failing to do so. The Customer's continued use of the applicable Service(s) following notice of such change, modification or amendment shall be deemed to be the Customer's acceptance of any such revision. If Customer does not agree to any revision of this Agreement, Customer must immediately cease use of all Service(s) and notify Optimum that Customer is cancelling this Agreement in accordance with the then-current policy.

Docusign Envelope ID: 3E15043E-49DC-4C9B-BF26-9054E8BA83B7

Exhibit A
Service Level Agreement (Fiber Services Only) Not applicable to COAX

This Service Level Agreement ("SLA") covers the local transport area to the Optimum demarcation point including Optimum equipment associated with the endpoints such as POE devices and routers. The provisions described below shall be Customer's sole and exclusive remedy in the event of Interruption.

MEAN TIME TO REPAIR

Optimum's objective is a four (4) hour mean-time-to-repair ("MTTR")

SERVICE LEVEL GUARANTEE

Interruption/Outage ("Interruption"): Defined as a total loss of Service.

Service Level Guarantee: If Customer detects an Interruption, Customer shall open a trouble ticket with Optimum Network Operation Center by calling 866-232-5455 (option 4) or via the customer portal at Optimum.com. An Interruption period begins when Customer reports a circuit/service failure, opens a valid trouble ticket and releases it for testing and repair. The controlling record for the purpose of determining the duration of the Interruption and calculating credits shall be the date/time stamp on the trouble reporting ticket as generated by Optimum's trouble reporting system. An Interruption period ends when the circuit/service is operative.

a. If Customer reports a circuit/service to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.
b. If an Altice/ Optimum technician is dispatched for a reported failure and it is determined that such failure is not within Optimum's control, Customer will be subject to a truck roll fee for any subsequent dispatch/truck roll(s) requested.
c. Customer may request a credit, in writing, and reference the date of the ticket. Requests for credit must be submitted to enterprisecare@alticeusa.com within thirty (30) calendar days of the Interruption.
d. For calculating credit allowances, every month is considered to have thirty (30) days.
e. A credit allowance is applied on a pro rata basis against the monthly recurring charge for the affected circuit/service and is dependent upon the length of the Interruption.

Optimum shall credit Customer's monthly recurring charges for the circuit/service experiencing the Interruption as follows:

Outage Duration	Credit of Monthly Charges
Less than 30 minutes	none
30 minutes up to but not including 3 hrs	1/10 of a day
3 hrs up to but not including 6 hrs	1/5 of a day
6 hrs up to but not including 9 hrs	2/5 of a day
9 hrs up to but not including 12 hrs	3/5 of a day
12 hrs up to but not including 15 hrs	4/5 of a day
15 hrs up to and including 24 hrs	1 day
Over 24 hours	2 days for each full 24-hour period

Limitations: Total credits in a given month shall not exceed one hundred percent (100%) of the monthly recurring charge for the affected circuit/service in that month.

No credit allowance will be made for:

a. Interruptions caused by the negligence of Customer or third parties outside of Optimum's control.
b. Interruptions due to the failure of power, equipment, systems or connections not provided by Optimum under this Agreement.
c. Interruptions during any period when Customer has released the circuit for maintenance or rearrangement purposes or for the implementation of a customer order.
d. Interruptions which continue because of Customer's failure to authorize replacement of any element of the Service.
e. Interruptions due to force majeure events.
f. No trouble found or where the fault of the trouble is undetermined.

Commissioners Court - Regular Session **22.**

Meeting Date: 07/30/2024

Approval of Purchase for Two Factor Authentication, DUO, with ConvergeOne, Inc. for Information Services

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 #2024248 for the purchase of annual Licensing and Maintenance for Two-Factor Authentication, DUO, from ConverageOne, Inc. in the amount of $76,779.92 per year, pursuant to DIR contract #DIR-TSO-4167, and approval of the quote.

Background

Approval of this item will support Williamson County Information Services in maintaining DUO, the county's Two-Factor Authentication product. The attached quote shows the annual Licensing and Maintenance cost for three (3) years at $76,779.92 per year. The funding source is 01.0100.0503.004505 for FY24. The department point of contact is Rory Tierney.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

ConvergeOnc, INC Quote

Form 1295

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	07/24/2024 09:30 AM
County Judge Exec Asst.	Becky Pruitt	07/25/2024 08:39 AM
Form Started By: Barbi Hageman		Started On: 07/22/2024 11:37 AM
Final Approval Date: 07/25/2024		

ConvergeOne, Inc

Solution Summary

DUO EA

Customer: WILLIAMSON COUNTY
Ship To Address: 301 SE INNER LOOP
Phone: 512-943-1457
GEORGETOWN, TX 78626-8207
National Account Manager: Chad Brinkley
Bill To Address: 301 SE INNER LOOP
STE 105
GEORGETOWN, TX 78626-8207
Customer ID: ASIWILCOU0001
Customer PO:

Primary Contact: Rory Tierney
Email: Rory.tierney@wilco.org STE 105

Email: CBrinkley@onec1.com
Phone: +17639712447

Solution Summary	Billing Frequency	Due	Total Project
Duo Licensing	Annual	$70,356.92	$211,070.77
Duo Maintenance	Annual	$6,423.00	$19,269.00
DIR Contract	Dir-TSO-4167	Total Project	$230,339.76

Due this year	**$76,779.92**
Estimated Tax	NOT INCLUDED
Estimated Freight	NOT INCLUDED
Total	**$76,779.92**

Year 1	$76,779.92
Year 2	$76,779.92
Year 3	$76,779.92

Solution Quote

#	Item Number	Description	Term In Months	Qty	Unit List Price	Extended List	% Disc	Extended Price
Duo								
1	E3-CX-EAMSC	SVCS Portfolio EA Management Service Cisco	36	1	$0.00	$0.00	0.00%	$0.00
2	E3-CX-DUOA-T2SC1	SVCS Portfolio T2 Duo Adv SW Enhanced Service	36	1	$850.50	$30,618.00	37.07%	$19,269.00
3	E3-DUO-ADV-SVS2	SVCS Portfolio T2 Duo Adv SW Enhanced Service	36	1	$0.00	$0.00	0.00%	$0.00
4	SVS-E3S-DUO-B	Basic Software Support for Duo	36	1	$0.00	$0.00	0.00%	$0.00
5	E3S-DUO-ADV	Security EA3.0-Duo Advantage edition (formerly Access)	36	1800	$68.04	$282,627.69	30.22%	$211,070.77
6	E3-SEC-DUO-ADV	Cisco EA 3.0 - Duo Advantage edition (formerly Access)	36	1	$0.00	$0.00	0.00%	$0.00
7	EA3-M	Cisco EA 3.0 BUNDLE	36	1	$0.00	$0.00	0.00%	$0.00
					Duo Subtotal:	$313,245.69		$230,339.76

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2024-1190494

Date Filed:
07/22/2024

Date Acknowledged:

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

ConvergeOne, Inc.
Bloomington, MN 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.

2024248
Internet hardware, software, and/or services.

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
ConvergeOne, Inc.	Bloomington, MN United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

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

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

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

Executed in Hennepin County, State of MN, on the 22nd day of July (month), 2024 (year).

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2024-1190494

Date Filed:
07/22/2024

Date Acknowledged:
07/23/2024

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

ConvergeOne, Inc.
Bloomington, MN 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.

2024248
Internet hardware, software, and/or services.

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
ConvergeOne, Inc.	Bloomington, MN United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

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

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

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

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

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

Commissioners Court - Regular Session **23.**

Meeting Date: 07/30/2024

Approval of Service Contract Addendum for Software License with Tenex Software Solutions, 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 contract #2024235 for Software Licenses between Williamson County and Tenex Software Solutions, Inc., not to exceed $62,250.00 per year and authorizing the execution of the Agreement and exempting the purchase from competitive bidding under Texas Local Government Code 262.024(a)(7)(D); captive replacement parts or components for equipment.

Background

The approval of this contract would be an addendum between Williamson County's Election Department and Tenex Software Solutions, Inc for the Precinct Central software. Precinct Central is used on the electronic poll books (EPBs) purchased from Tenex and uses Express Link integration to function with the ES&S voting equipment. The current contract will expire July 31, 2024, and the new contract is to extend the annual license, support and maintenance to July 31, 2025 with the automatic renewal of two (2) additional one (1) year terms. The funding source is 01.0100.0492.004506. Department contact is Logan Smith.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Tenex Contract

Form 1295

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	07/24/2024 02:57 PM
County Judge Exec Asst.	Becky Pruitt	07/25/2024 08:24 AM
Form Started By: Barbi Hageman		Started On: 07/22/2024 09:08 AM
Final Approval Date: 07/25/2024		

WILLIAMSON COUNTY ADDENDUM FOR GOODS AND SERVICES

TENEX SOFTWARE SOLUTIONS, 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 AGREEMENT (hereinafter "Agreement") is made and entered into by and between **Williamson County, Texas** ("County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Tenex Software Solutions, Inc.** (hereinafter "Vendor"), both of which are referred to herein as the parties. The County agrees to engage Vendor as an independent contractor, to provide certain services and purchase goods described herein pursuant to the following terms, conditions, and restrictions:

I.

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

A. Tenex Software Solutions, Inc – Support and License Maintenance Agreement 2024; and
B. This Willamson County Addendum

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

II.

Effective Date and Term: This Agreement shall become effective on **August 1, 2024**, and shall continue till **July 31, 2025** ("Initial Term"), unless terminated earlier pursuant to this Agreement. At the end of the Initial Term, the Agreement shall automatically renew for two (2) additional one (1) year terms, with the terms and conditions remaining the same. The total period of the Agreement, including all terms, shall not exceed three (3) years.

III.

Consideration and Compensation: Vendor will be compensated based on a fixed sum as set out in the Support and License Maintenance Agreement 2024 (**Exhibit "A"**). The not-to-exceed amount, per contract term, is Sixty-Two Thousand Two Hundred and Fifty Dollars ($62,250.00).

All payments made by County under this Agreement shall be made from current funds available to County at each fiscal year.

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

IV.

Tax Exemption: The Parties acknowledge that 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 Vendor upon request. Likewise, the County is neither liable for any taxes, charges, or fees assessed against Vendor for the supplies or products provided or any services rendered.

V.

Non-Appropriation and Fiscal Funding. This Agreement is subject to the availability of funds. It is expressly understood and agreed that the County shall have the right to terminate this Agreement at the end of the County's fiscal year if the governing body of the County does not appropriate sufficient funds as determined by the County's budget for the fiscal year in question. The County may effect such termination by giving Vendor written notice of termination at the end of its then-current fiscal year. Notwithstanding any other provision, such termination shall not constitute a default of the Agreement and shall be without penalty or further obligation to County.

VI.

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

VII.

INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, THE VENDOR SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") AND

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

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

VIII.

No Waiver of Sovereign Immunity or Powers: Nothing in this Agreement will be deemed to constitute a waiver of sovereign immunity or powers of the County, the Williamson County Commissioners Court, or the Williamson County Judge. 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 another party for any reason are hereby deleted.

IX.

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

X.

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

XI.

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

XII.

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

XIII.

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

XIV.

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

XV.

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

XVI.

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

XVII.

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.

XVIII.

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

XIX.

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

XX.

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

XXI.

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

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

WILLIAMSON COUNTY:

_____
Authorized Signature

Judge Bill Gravell, Jr.,
County Judge

Date: _____ ____, 20____

VENDOR:

Tenex Software Solutions, Inc.
Name of Vendor

_____
Authorized Signature

Ashley Raja
Printed Name

Date: July 24, 2024

Approved as to Legal Form
JACQUELINE LENTZ
General Counsel, Commissioners Court
Date: Jul 24 2024 Time: 2:34 pm

Reviewed by Contract Audit
SARA GREER, CGAP
Contract Auditor
Williamson County Auditor's Office
Date: Jul 24 2024 Time: 2:39 pm

Tenex Software Solutions, Inc.

PRECINCT CENTRAL ELECTRONIC POLL BOOK SYSTEM SUPPORT AND LICENSE MAINTENANCE AGREEMENT 2024

This contract ("Agreement") is entered into as of July 31, 2024 (the "Effective Date") by and between Tenex Software Solutions, Inc., a Florida corporation, having its principal place of business at 5021 W. Laurel Street, Tampa, Florida 33607 ("Tenex" "Vendor" or "Company"), and Williamson County Elections, Texas ("Customer"), and governs the provision of the Precinct Central ePollbook Solution (the "Solution" as defined herein) by Tenex to County, and the use of the System (as defined below) by County, together with related services provided by Tenex to County, all in accordance with its terms. For convenience, Tenex and County are sometimes referred to in the Contract Documents as "Parties".

1.0 DEFINITIONS

The following definitions will apply:

a. System. "System" means the individual modules or products that make up the system. The overall system suite is known as "Precinct Central"
b. Customer Data. "Customer Data" means any of the customer's information, documents, or electronic files that are provided to Tenex including Election and/or Voter data.
c. Service. "Service" means Tenex's work product necessary for providing electronic check-ins, voter processing and election related functions
d. Support. "Support" means the ongoing services by Tenex to support & maintain the System as defined below.
e. Solution. "Solution" means the Precinct Central ePollbook system provided by Tenex, under the Agreement, inclusive of all hardware, Software and services required to make the Precinct Central ePollbook system fully functional
f. Contract Documents. "Contract Documents" means this Agreement, including all exhibits and attachments
g. Agreement. "Agreement" shall mean this software leasing agreement document, including all exhibits and attachments hereto.
h. Deliverables. "Deliverables" shall mean any products furnished or services provided by or through Tenex under the Contract Documents.
i. CAS. "CAS" or "Custom Application Software" means custom software components of the Solution developed by Tenex and required to fulfill the specifications in the Contract Documents including, but not limited to, parametric instructions, program source statements, and customization of standard software components. CAS does not include software developed by other or third parties ("TPS").
j. TPS. "TPS" means the software components of the Solution other than CAS, including computer program, documentation, updates and related material. Software developed by entities other than Tenex.
k. Software. "Software" means A collection of computer programs, codes or data used to direct the operation of a computer or iPad device, including any documentation giving instructions on how to use them, including CAS and TPS.
m. Acceptance. "Acceptance" means written acceptance of Deliverable(s) provided by Tenex under the Agreement following successful completion of acceptance testing of the Solution by Customer. Payment, progress payments, or partial use of the Solution by the Customer shall not constitute acceptance of Deliverables not furnished, implemented or operating in accordance with the requirements of the Contract Documents.
o. Contract Price. "Contract Price" means the maximum price to be paid by County for all Deliverables to be rendered by or through Tenex under the Agreement for all Deliverables, including a fully implemented

Tenex Software Solutions, Inc.
5021 W. Laurel St.
Tampa, FL 33607

and fully functioning Solution as described in the Contract Documents, together with the cost of the Warranty Period following Acceptance.

p. Precinct Central. "Precinct Central" means the complete solution for maintaining voter lists, voter eligibility to cast a vote, capture a signature and make consolidated and individual reports available to the Customer.

q. Warranties Period. "Warranty Period" means the VENDOR warrants that all material, service or product delivered under this Agreement shall conform to the specifications of this Agreement.

r. Prime Time Hours. "Prime Time Hours" means any time during the 30 days prior to election day, election day, and 21 days after election day.

s. Major Downtime. "Major Downtime" means problem(s) with Precinct Central or its components which significantly interfere with the functionality or reliability of its operations or intended purpose.

2.0 DELIVERABLES & DEADLINES

Williamson County and Tenex Software Solutions, Inc. have an existing relationship and have currently implemented the Precinct Central electronic poll book for the County. This agreement is for continuing license, support and maintenance for the 350 units currently in use by the County.

Tenex has implemented the Precinct Central electronic poll book solution ("Solution") for the Customer. Precinct Central is an electronic poll book solution that runs on an iPad and provides functionality for checking-in voters at the polls. The Solution provides powerful tools for verifying voter eligibility to vote during an election, allowing the voter to sign for a ballot, poll worker payroll tracking, ballot inventory tracking, and more. The Software consists of: web-hosting and storage provided on Amazon Cloud Server, remote support during implementation, and a solution for verifying voter eligibility and checking them in during an election.

Any delays in Tenex's performance caused by Customer third parties shall not constitute a breach of this Agreement by Tenex. Any delays in Customer's performance caused by Tenex Software Solutions, Inc. or third parties shall not constitute a breach of this Agreement by Customer.

3.0 SOFTWARE LICENSE AND SERVICE AGREEMENT

3.1 Use Rights

During the term and subject to the terms of this Agreement, Tenex hereby grants to Customer a non-exclusive, non-transferable, non-sublicensable right to permit Customer's Users to use the Solution and its Components for Customer's business purposes.

3.2 License and Use Restrictions

Customer shall not, directly, indirectly, alone or with another party, (i) copy, disassemble, reverse engineer, or decompile the System or its Components; (ii) modify, create derivative works based upon, or translate the System or its Components; (iii) license, sell, rent, lease, transfer, grant any rights in or otherwise commercially exploit the System In any form to any other party, (iv) describe, show, tell, or explain any feature or portion of features or capabilities to any party including other vendors of County nor shall Customer attempt to do any of the foregoing or cause or permit any third party to do or attempt to do any of the foregoing, except as expressly permitted hereunder. You acknowledge and agree that Tenex shall own all right, title, and interest in and to all intellectual property rights (including all derivatives or improvements thereof) in the System and any suggestions, enhancement requests, feedback, recommendations or other information provided by Customer.

3.3 Customer Data

Customer owns all right, title, and interest in the Customer Data. Customer hereby grants to Tenex, a non-exclusive, non-transferable, non-sublicensable right and license to use, copy, transmit, modify and display the Customer Data solely for the purposes of the Customer's use of the System. Tenex shall not use the Customer Data except to improve the System and as necessary to perform its obligations set forth in this Agreement.

3.4 Security

Tenex Software Solutions, Inc.
5021 W. Laurel St.
Tampa, FL 33607

Customer is solely responsible for maintaining the security of all usernames and passwords granted to it, for the security of its information systems used to access the System, and for its Users compliance with the terms of this Agreement. Tenex will act as though any electronic communications it receives under Customer's user names have been sent by Customer. Customer will immediately notify Tenex if it becomes aware of any loss or theft or unauthorized use of any Customer's passwords or usernames. Tenex has the right at any time to terminate or suspend access to any Customer if Tenex believes in good faith that such termination or suspension is necessary to preserve the security, integrity, or accessibility of the System or Tenex's network.

All performance under this Contract, shall be in accordance with the County's security requirements, policies, and procedures. Vendor shall at all times use industry best practices and methods with regard to the prevention, detection, and elimination, by all appropriate means, of fraud, abuse, and other inappropriate or unauthorized access to County systems accessed in the performance of services in this Contract.

The County agrees that it will take appropriate action by instruction, agreement or otherwise with its employees or other persons permitted access to licensed software and other proprietary data to satisfy its obligations in this Contract with respect to use, copying, modification, protection, and security of proprietary software and other proprietary data.

4.0 SUPPORT

4.1 Updates
Tenex shall deliver Updates to the System that apply to the Customer's current edition at no additional charge. Only those Updates that apply to the Customer's current edition will be delivered automatically to the Customer at no additional charge.

4.2 Error Correction
Tenex shall use commercially reasonable efforts to correct all Errors or to provide a reasonable workaround as soon as is possible using its reasonable efforts during Tenex's normal business hours. Customer shall provide such access, information, and support as Tenex may reasonably require in the process of resolving any Error.

4.3 Support Exclusions
Tenex is not obligated to correct any Errors or provide any other support to the extent such Errors or need for support was created in whole or in part by: (i) the acts, omissions, negligence, or willful misconduct of the Customer, including any unauthorized modifications of the System or its operating environment; (ii) any failure or defect of Customer's or a third party's equipment, software, facilities, third party applications, or internet connectivity (or other causes outside of Tenex's firewall).

Tenex Software Solutions, Inc.
5021 W. Laurel St.
Tampa, FL 33607

5.0 WARRANTIES

5.1 Warranties
Tenex warrants and represents that it is, and on the date of the delivery of the Product shall be, the sole owner and copyright holder of the Product; that it has, and on the date of the delivery of the Product shall have, the full right and authority to grant this license; and that neither this license nor performance under this Agreement does or shall conflict with any other agreement or obligation to which Company is a party or by which it is bound.

5.2 Deliverables
Title to all other Deliverables, such as training documentation, to be provided to the County by or through Tenex as a part of this Agreement shall remain sole property of Tenex and should not be distributed, shared or shown to any other party without written explicit permission from an authorized Tenex employee.

6.0 FEES, EXPENSES & PAYMENT

6.1 Project Fees
Customer agrees to a three year renewal and to pay the following fees for the license, support, and maintenance of the existing 350 EPBs:

- $47,250 to be billed upon contract signing for yearly support license year 1
  - August 1, 2024 – July 31, 2025 ($135/license/year)
- $15,000 to be billed upon contract signing for ES&S integration yearly support license year 1
  - August 1, 2024 – July 31, 2025
- $47,250 to be billed on the 1st year anniversary of the contract for yearly support license year 2
  - August 1, 2025 – July 31, 2026 ($135/license/year)
- $15,000 to be billed upon contract signing for ES&S integration yearly support license year 1
  - August 1, 2025 – July 31, 2026
- $47,250 to be billed on the 2nd year anniversary of the contract for yearly support license year 3
  - August 1, 2026 – July 31, 2027 ($135/license/year)
- $15,000 to be billed upon contract signing for ES&S integration yearly support license year 1
  - August 1, 2026 – July 31, 2027

6.2 Expenses
Unless an expense is approved in advance by Customer, Tenex Software Solutions, Inc. shall be responsible for all expenses incurred while performing services under this Agreement.

6.3 Payment Terms
Customer will pay Tenex Software Solutions, Inc. for all invoices within 30 days.

7.0 INTELLECTUAL PROPERTY

7.1 Intellectual Property Ownership
Tenex Software Solutions, Inc. owns the entire copyright, title and interest in the following content ("Content"):

- All information regarding Precinct Central and Precinct Central software, scripts used to create reports, data transformation utilities and monitoring modules used to keep track of the health of the system.

- All training materials and documentation provided to the customer.

Customer will secure all necessary rights to copyright, trademark or other intellectual property to any materials it submits to Tenex Software Solutions, Inc. for use in the Services.

Nothing in this section will affect ownership of intellectual property created and owned by any entities not a party to this Agreement and not pursuant to an agreement with Tenex. Prior agreements for other products will not be affected by this agreement.

Tenex Software Solutions, Inc.
5021 W. Laurel St.
Tampa, FL 33607

7.2 Warranty
Tenex Software Solutions, Inc. warrants that it has the rights and authority to grant all assignments and licenses granted by Tenex Software Solutions, Inc. in this Agreement.

7.3 Permitted Uses
Tenex grants to the Customer a non-exclusive license to use the Precinct Central solution at their polling locations for verifying voter eligibility and checking in voters for an election event. Customer agrees to protect the intellectual and confidential property of Tenex unless Tenex provides a written waiver for the terms of this requirement.

8.0 TERM & TERMINATION

8.1 Term
The term of this Agreement shall commence on the Effective Date and shall automatically terminate fours year after the contract has commenced (Effective Date), Tenex has fulfilled their software as a service subscription agreement obligation, and payment of all Project Fees and Expenses as specified in this Agreement has been completed, unless otherwise extended by mutual written agreement or terminated in accordance with this Agreement.

8.2 Termination
(a) Either party may terminate this Agreement effective immediately if the other party (i) commits any material breach or default of this Agreement; (ii) becomes the subject of any voluntary or involuntary proceeding under the U.S. Bankruptcy Code or state insolvency proceeding and such proceeding is not terminated within sixty (60) days of its commencement; or (iii) ceases to be actively engaged in business and has not assigned this Agreement.

(b) If this Agreement is terminated other than by reason of a material breach by Tenex, Tenex Software Solutions, Inc. shall be entitled to a pro-rated payment for work in progress based on the percentage of the Services then completed, as reasonably determined by Tenex.

9.0 CONTRACTOR RELATIONSHIP

Tenex Software Solutions, Inc. is an independent contractor, and neither Tenex Software Solutions, Inc. nor Tenex's employees or contract personnel are, or shall be deemed, Customer's employees. This Agreement does not create a partnership relationship. Neither Tenex Software Solutions, Inc. nor Customer has authority to enter into contracts on the other's behalf.

10.0 NON-SOLICITATIONS & CONFIDENTIAL INFORMATION

10.1 Non-solicitation
During, and for a period of one year after termination of this Agreement, Customer agrees not to solicit or recruit Tenex 's employees, contractors, or freelancers of which Customer becomes aware as a result of Tenex 's services for Customer.

10.2 Confidential Information
Tenex Software Solutions, Inc. and Customer agree not to use or disclose to any third party, either during or after the term of this Agreement, any proprietary or confidential information of the other party without the other party's consent. Tenex Software Solutions, Inc. and Customer shall not be restricted in using any material, which is publicly available, already in their possession, or known to them, or which is rightfully obtained from sources other than the other party.

Proprietary or confidential information includes business plans, customer lists, operating procedures, trade secrets, design formulas, know-how and processes, computer programs and inventories, discoveries and improvements of any kind owned by Tenex Software Solutions, Inc. or by Customer; and any information marked "Proprietary" or "Confidential."

Tenex Software Solutions, Inc.
5021 W. Laurel St.
Tampa, FL 33607

11.0 WARRANTIES & REPRESENTATIONS

Tenex Software Solutions, Inc. warrants that it is able to complete the Services in a professional and timely manner; that any Project Deliverables shall be original or all necessary permissions and releases obtained and paid for; and that any Project Deliverables shall not contain any false, misleading, libelous or unlawful matter.

Customer warrants that any material given by Customer to Tenex Software Solutions, Inc. for use in the Services under this Agreement shall be original or all necessary permissions and releases obtained and paid for; and that any such material shall not contain any false, misleading, libelous or unlawful matter.

12.0 LIABILITY

12.1 Total Liability
In no event shall Tenex's aggregate liability for all cases or controversies arising out of the subject matter of this Agreement, whether in contract, tort or otherwise, exceed the aggregate payments actually received by Tenex Software Solutions, Inc. under this Agreement. In no event will Tenex Software Solutions, Inc. be liable to Customer or any third party for any special, incidental or consequential damages or lost profits, whether based in breach of contract, tort (including negligence), product liability or otherwise, and whether or not Tenex Software Solutions, Inc. has been advised of the possibility of such damage.

12.2 Limitation of Remedies
Customer's exclusive remedy, and Tenex's sole liability for any case or controversy arising out of Tenex's failure to perform any of its obligations hereunder shall be to terminate this Agreement pursuant to Section 7.2 and receive a refund from Tenex Software Solutions, Inc. of the unearned portion of any fees paid with respect to the Services.

Client: Williamson County Elections, Texas	Contractor: Tenex Software Solutions, Inc.
Signature:_____ Name: Title: Mailing Address: Date:_____	Signature:_____ Name: Ravi Kallem Title: President Mailing Address: 5021 W. Laurel Street Tampa, FL 33607 Tax ID #: 59-3647858 Date: _____

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2024-1174870

Date Filed:
06/12/2024

Date Acknowledged:

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

Tenex Software Solutions, Inc.
Tampa, FL 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 Elections

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.

0003
Election software, hardware and support

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

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

6 UNSWORN DECLARATION

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

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

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

Executed in Hillsborough County, State of Florida, on the 12 day of June (month), 2024 (year).

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2024-1174870

Date Filed:
06/12/2024

Date Acknowledged:
07/22/2024

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

Tenex Software Solutions, Inc.
Tampa, FL 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 Elections

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.

0003
Election software, hardware and support

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

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

6 UNSWORN DECLARATION

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

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

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

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

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

Commissioners Court - Regular Session **24.**

Meeting Date: 07/30/2024

Jail S Boiler Renovations - Texas AirSystems Change Order #1

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

Department: Facilities Management

Agenda Category: Consent

Information

Agenda Item

Receive and acknowledge approval of Change Order No. 01 from Texas AirSystems for the Jail South Boiler Project in the amount of $23,429., which was approved by Williamson County Facilities Project Manager Daryl Mutz pursuant to the Commissioners Court's prior delegation of change order approval authority pursuant to Loc. Gov't Code Sec. 262.031. (Funding Source: 445P/445A/2.1 Jail).

Background

This change order is made to compensate Texas AirSystems for additional labor due to requested changes in existing drawings and to extend the expiration date of the project by 90 days. Williamson County Facilities Project Manager Daryl Mutz was delegated change order approval authority for this project on January 11th, 2024 by the Commissioners Court pursuant to Williamson County Facilities pursuant to Loc. Gov't Code Sec. 262.031. This item is to acknowledge such approval and record the same into the minutes of the Commissioners Court.

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Jail S Boiler Renovation

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	07/22/2024 11:35 AM
County Judge Exec Asst.	Becky Pruitt	07/25/2024 08:27 AM
Form Started By: Christy Matoska		Started On: 07/22/2024 10:33 AM
Final Approval Date: 07/25/2024		

CHANGE ORDER
Jail S. Boiler Renovation

CHANGE ORDER NO: 01 NTP Date: 7/2/24
DATE OF ISSUANCE: 7/18/2024
Contractor: Texas AirSystems
Architect/ Engineer: Trenton Jacobs

EXPLANATION:

1. Replace existing 60A 3PH panelboard with new 42 circuit panelboard, 3PH 4W MCB 200A rated
2. Reconnect existing circuits with new breakers. Old panelboard returned to Williamson County
3. Replace existing 15 kva transformer with new 75 kva transformer 480 3PH primary to 208/120 4W 3PH
4. Bond to building steel and main EMSB
5. Increase feeder to Panel ELA-S1 to 1 ¼" EMT with 4-#6THHN, 1-38GR.
6. Increase feeder to transformer with 1 ¼" EMT C with 3- #2 THHN 1- #8G
7. Demo existing fan control 120V wiring and pipe to roof.
8. Reroute 4-flue pipes to top of roof per owner request instead of across the garage and out the side wall.
9. Pipe/valves/fittings for the following systems: Flue pipe to be in DuraVent PolyPro pipe and fittings
10. Domestic water to be in type L copper pipe and fittings. Some press fittings may be used to keep downtime on the system to a minimum

CONTRACT CHANGE:

1. Requested changes due to changes in drawings – additional labor and extend expiration date by 90 days.

Original Contract Amount	$ 926,790.00
Net change by previously submitted Change Orders	$ 0.00
Contract sum prior to this Change Order was	$ 926,790.00
Contract Sum be increased by this Change Order in the amount of	$ 23,429.00
The new Contract Sum including this Change Order will be	$ 950,219.00

Percentage Increase of Change Orders over Original Contract Amount
(Not to Exceed 25% per state law) 2.5%
The Contract Time will be changed by 90 Days
The date of Substantial Completion as of the date of this Change Order 10/30/24

RECOMMENDED BY:

Blake Randig	Blake Randig (Jul 18, 2024 09:24 CDT)	Jul 18, 2024
Contractor's Printed Name	Signature	Date

REVIEWED BY:

Oscar Villarreal	Oscar Villarreal Oscar Villarreal (Jul 21, 2024 15:56 CDT)	Jul 21, 2024
Architect/ Engineer Name	Signature	Date

ACCEPTED BY:

Daryl mutz	Daryl mutz (Jul 22, 2024 07:37 CDT)	Jul 22, 2024
Owner's Representative	Signature	Date

Commissioners Court - Regular Session **25.**

Meeting Date: 07/30/2024

Approval of Contract for Construction for the Jester Annex Landscaping Modifications project with J.T. Vaughn Construction, LLC 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 approving the Contract for Construction, #2024243, with J.T. Vaughn Construction, LLC, for the Jester Annex Landscaping Modifications project for Facilities Management, in the amount of $42,945.00, pursuant to Cooperative Purchasing – OMNIA – Contract Number R200107, and authorize execution of the agreement.

Background

This Contract for Construction between Williamson County and J.T. Vaughn Construction, LLC, relates to the Jester Annex Landscaping Modificationsat 1801 E. Old Settlers Blvd., Round Rock, TX. A detailed Scope of Work is attached. Funding Source is 01.0100.0509.004509. The Department point of contact is Christy Matoska.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Contract for Construction

Form 1295 - J.T. Vaughn Construction, LLC

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	07/23/2024 04:21 PM
County Judge Exec Asst.	Becky Pruitt	07/25/2024 08:15 AM
Form Started By: Stacian Williams		Started On: 07/18/2024 09:12 AM
Final Approval Date: 07/25/2024		

CONTRACT FOR CONSTRUCTION
(Cooperative Purchasing – OMNIA – Contract Number R200107)

PROJECT:	**Jester Annex Landscaping Modifications**	(“Project”)
GENERAL CONTRACTOR:	**J.T. Vaughn Construction, LLC.** Doug Boram, Senior Project Manager 6604 N Lamar Austin, TX 78752	(“GC”)
ARCHITECT & ENGINEER:	**Williamson County Architect** Trenton H. Jacobs, AIA 3101 SE Inner Loop Georgetown, TX 78626	(“A/E”)
COUNTY’S DESIGNATED REPRESENTATIVE:	**Williamson County Facilities Management** Attn: Director of Facilities 3101 SE Inner Loop Georgetown, Texas 78626	

THIS CONTRACT FOR CONSTRUCTION ("Contract") is made and entered into effective as of the latest date of the signatories indicated at the conclusion of this document (the "Effective Date"), by and between **Williamson County**, a body corporate and politic under the laws of the State of Texas (“County”) and GC.

ARTICLE 1
SCOPE OF WORK

County desires to retain a GC for the **Jester Annex Landscaping Modifications** (hereinafter called the "Project"). GC has overall responsibility for and shall provide complete construction services and furnish all materials, equipment, tools and labor as necessary or reasonably inferable to complete the Project, or any phase of the Project, in accordance with County’s requirements and the terms of this Contract (hereinafter collectively referred to as the “Work”).

ARTICLE 2
GENERAL PROVISIONS

2.1 Contract Documents.

2.1.1
The Contract Documents consist of this Contract and all exhibits and attachments listed, contained, or referenced therein, the Williamson County Uniform General Conditions ("UGCs"), Supplementary or other Conditions, if any, the Drawings, Specifications, Addenda issued prior to the Effective Date of this Contract, The Bid/ Proposal Documents as defined by the Invitation for Bidders/ Request for Proposals, and all Change Orders and any other Modifications issued after the Effective Date of this Contract, all of which form this Contract and are as fully a part of this Contract as if attached to this Contract.

2.1.2
This Contract represents the entire and integrated agreement between the Parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Contract, this Contract shall govern. To the extent of any direct conflict or inconsistency between any of the Contract Documents, GC shall immediately notify County and seek clarification from A/E and County.

2.1.3
The term "GC" shall be interchangeable with the terms "Proposer," "Bidder," Respondent," "Contractor," and "General Contractor" or other similar terms as appropriate in the Contract Documents.

2.2 Relationship of the Parties.

2.2.1
GC accepts the relationship of trust and confidence established by this Contract and shall cooperate with A/E and County and exercise GC's skill and judgment in furthering the interests of County; to furnish efficient construction administration, management services and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with County's interests.

2.2.2
It is understood and agreed that GC shall not in any sense be considered a partner or joint venturer with County, nor shall GC hold himself out as an agent or official representative of County unless expressly authorized to do so by a majority of the Williamson County Commissioners Court. GC 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 County other than what may be expressly allowed under this Contract.

2.3 General Conditions.

2.3.1
The term “Contractor” as used herein or in the UGCs shall mean GC.

2.3.2
The term “Owner” as used herein or in the UGCs shall mean County.

2.3.3
The term “Architect” as used herein or in the UGCs shall mean A/E.

ARTICLE 3
CONTRACT TIME

3.1
County shall provide a Notice to Proceed in which a date for commencement of the work shall be stated. GC shall achieve Substantial Completion of the Work within **Sixty (60) calendar days** after such Commencement Date. As such completion date may be extended by approved Change Orders. Unless otherwise specified in writing, GC shall achieve Final Completion within **thirty (30) calendar days** of Substantial Completion. The time set forth for completion of the work is an essential element of the Contract.

3.2 Liquidated Damages.

GC acknowledges and recognizes that County is entitled to full and beneficial occupancy and use of the completed Work following expiration of the Contract Time and that County has entered into, or will enter into, binding agreements upon GC's achieving Substantial Completion of the Work within the Contract Time. GC further acknowledges and agrees that if GC fails to complete substantially or cause the Substantial Completion of any Phase of the Work within the Contract Time, County will sustain extensive damages and serious loss as a result of such failure. In the cases of missed scheduled events, which incur exact losses of revenue and exact expenses for fees and other cancellation costs, GC shall be responsible for the exact amount of damages sustained by County. In other cases, the exact amount of such damages will be extremely difficult to ascertain. Therefore, County and GC agree as set forth below:

3.2.1
Subject to the other terms and conditions herein, if Substantial Completion is not achieved by the date specified above or by such date to which the Contract Time may be extended, the Contract Sum shall be reduced by **Five Hundred Dollars ($ 500) per calendar day** as liquidated damages and not as a penalty, until the date of Substantial Completion. Force majeure shall apply relative to both rain/snow delays (acts of nature) and/or supply delays over which GC has no control, and such force majeure delays shall not be subject to such reduction of the Contract Sum.

3.2.2
County may deduct liquidated damages described herein from any unpaid amounts then or thereafter due GC under this Contract. Any liquidated damages not so deducted from any unpaid amounts due GC shall be payable by GC to County at the demand of County, together with the interest from the date of the demand at a rate equal to the prime interest rate as published by the Wall Street Journal on the **first (1st) business day** after such amounts are demanded.

3.2.3
Notwithstanding anything to the contrary in this Contract, if County is unable to recover any portion of liquidated damages in accordance with the terms and conditions herein because it is found to be unenforceable or invalid as a penalty or otherwise, then, County shall be entitled to recover from GC all of County's actual damages in connection with the failure by GC to achieve Substantial Completion of the Work within the Contract Time, including, without limitation, direct, indirect, or consequential damages.

ARTICLE 4
THE CONTRACT SUM

4.1 Contract Sum.
County shall pay GC for completion of the Work in accordance with the Contract Documents the amount of **Forty-Two Thousand Nine Hundred Forty-Five Dollars ($42,945.)**.

4.2 Contract Payments.
Method and terms of payment of the Contract Sum shall be in accordance with the Contract Documents.

4.3 Owner's Contingency.
County and GC acknowledge the Work has become necessary due to **narrow focus of repairs** that have not allowed for all plans and specifications to be fully developed. Therefore, County and GC anticipate the need for future Change Orders to be issued after the Work commences. To provide funding for such Change Orders, a not to exceed amount of **Four Thousand Two Hundred Ninety-Four Dollars ($ 4,294.)** shall serve as the Owner's Contingency from which such changes in the Work are to be paid in accordance with the General Conditions.

4.3.1
Owner's Contingency is controlled solely by County.

4.3.2
Expenditures from the Owner's Contingency must be made by Change Order issued by County in accordance with the General Conditions.

4.3.3
Unless otherwise provided in the Contract Documents, County will not pay a mark-up for profit and overhead on any change paid out of the Owner's Contingency. GC shall not be entitled to any compensation from any unused amounts of the Owner's Contingency.

4.3.4
For purposes of **Local Government Code Section 262.031** (calculation for maximum change order cap), the Contract Sum set out in **Section 6.1** above, plus the Owner's Contingency (set out in **Section 4.3** above), shall serve as the original Contract price.

4.4 Allowable Overhead and Profit Markup on Changes in the Work.
In case of an increase in the Contract Sum due to a change in the Work and in accordance with **UGC 7**, the amounts GC may add to the pricing of a change for overhead and profit are as follows:

4.4.1
For Work performed directly by GC with its Own Employees: GC may add up to **fifteen percent (15%)** for Work performed directly by GC for any specific change.

4.4.2
For Managing Subcontracted Work: GC may add up to **ten percent (10%)** for managing subcontracted Work for any specific change.

Only one percentage, referenced above, shall be used for the purpose of calculating the markup for a specific change amount. For changes involving both additions and deletions, the allowed markup will be allowed only on the net addition. The allowed markup shall cover all overhead expenses and profit of any kind relating to the specific change.

ARTICLE 5
GC REPRESENTATIONS

5.1
In order to induce County to enter into this Contract, GC makes the following representations:

5.1.1
GC has examined and carefully studied the Contract Documents and the other related data identified in the Bid/ Proposal Documents.

5.1.2
GC has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

5.1.3
GC is familiar, agrees and will comply with any and all federal, state, and local laws and regulations that may affect cost, progress, and performance of the Work.

5.1.4
GC has considered the information known to GC; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of

construction to be employed by GC, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) GC's safety precautions and programs.

5.1.5
Based on the information and observations referred to in **Paragraph 5.1.4** above, GC does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Sum, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

5.1.6
GC is aware of the general nature of work to be performed by County and others at the Site that relates to the Work as indicated in the Contract Documents.

5.1.7
GC has given A/E written notice of all conflicts, errors, ambiguities, or discrepancies that GC has discovered in the Contract Documents, and the written resolution thereof by A/E is acceptable to GC.

5.1.8
The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

5.2 Insurance and Bonds.
For all phases of the Project, GC and County shall purchase and maintain insurance, and bonds as set forth below, in the Contract Documents, or as required by law.

5.3
Upon execution of this Contract, GC shall provide performance and payment bonds on forms acceptable to County. The penal sum of the payment and performance bonds shall be equal to the Contract Sum.

5.4
Prior to final payment, GC shall provide County with a Warranty Bond in the sum of **ten percent (10%)** of the Contract Sum for **twelve (12) months** from Substantial Completion of the Work. The form of bond shall be approved by County.

5.5
GC shall not commence Work under this Contract until it has obtained all required insurance and until evidence of the required insurance has been reviewed and approved by County. County's review of the insurance shall not relieve nor decrease the liability of GC. Prior to commencing any Work under this Contract, GC shall provide evidence of the following insurance coverages:

5.5.1
Prior to commencing any construction work, GC shall provide evidence of Builder's Risk coverage as set forth in the Request for Qualifications/ Request for Proposal, attached as an Exhibit, in the UGCs, or as otherwise specified or required by the County, which coverage shall remain in full force and effect throughout the term of the Project and shall

be increased as necessary for each separate bid package, phase, change order, or Stage of construction prior to the commencement of construction for that package, phase, or Stage; and

5.5.2
GC shall include required insurance information in trade packages and indicate on bid/proposal forms the insurance that bidders/proposers are to include in their base bids/proposals.

5.6
GC shall not cause or allow any of its required insurance to be canceled, nor permit any insurance to lapse during the term of this Contract or as required in this Contract. If GC fails to obtain, maintain, or renew any insurance required by this Contract, County may obtain insurance coverage directly and recover the cost of that insurance from GC.

5.7
County reserves the right to review the insurance requirements set forth in **this Article** during the effective period of this Contract and to make reasonable adjustments to the insurance coverages and their limits when deemed necessary and prudent by County based upon changes in statutory law, court decisions, or the claims history of the industry as well as GC.

5.8
County shall be entitled, upon request, and without expense, to receive complete copies of the policies with all endorsements and may make any reasonable requests for deletion, or revision or modification of particular policy terms, conditions, limitations, or exclusions, except where policy provisions are established by law or regulation binding upon the Parties or the underwriter of any of such polices. Damages caused by GC failing to purchase and maintain the insurance required by this Contract shall be paid by GC.

5.9
The cost of premiums for any additional insurance coverage desired by GC in excess of that required by this Contract or the Contract Documents shall be borne solely by GC out of its fees and not included as a Direct Construction Cost.

ARTICLE 6
COUNTY'S RESPONSIBILITIES

6.1 Information and Services Required of County.

6.1.1
County will secure the services of surveyors, soils engineers, existing facility surveys, testing and balancing, environmental surveys. or other special consultants to develop such additional information as may be necessary for the Project. County shall arrange and pay for materials, structural, mechanical, chemical, and other laboratory tests as required by the Contract Documents.

6.1.2
During the Construction Phase, County shall furnish information or services required of County by the Contract Documents with reasonable promptness. County shall also furnish any other information or services under County's control and relevant to GC's performance of the Work with reasonable promptness after receiving GC's written request for such information or services.

6.2 Legal Requirements.
County shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet County's needs and interests.

6.3 County's Designated Representative.
County shall identify a representative authorized to act on behalf of County with respect to the Project. County's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of GC. The term "Owner" means County or County's Designated Representative.

6.4 Architect/ Engineer.
County may retain an A/E to provide services, duties and responsibilities as described in the Professional Services Agreement between A/E and County.

ARTICLE 7
PROJECT TEAM

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

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

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

GC's Designated Representative for purposes of this Contract is as follows:

J.T. Vaughn Construction, LLC.
Doug Boram, Senior Project Manager
6604 N Lamar
Austin, TX 78752

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

GC's designated project execution team is as follows:

Project Manager: **Doug Boram**
Project Superintendent: **Jason Luce**

The Project Manager and Superintendent shall be assigned full-time to delivery of the Project upon commencement of the Construction phase. County shall have the right to terminate the Amended Contract, with no penalty to County, if the individuals named above are removed from their assignments or are assigned to simultaneous non-related projects without prior written acceptance by County.

ARTICLE 8
NOTICE

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

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

With copy to: Williamson County Facilities Management

Attn: Director of Facilities
3101 SE Inner Loop
Georgetown, Texas 78626

and to: Office of General Counsel
Williamson County Commissioners Court
401 W. 6th Street
Georgetown, Texas 78626

GC: J.T. Vaughn Construction, LLC.
10355 Westpark Dr.
Houston, TX 77042

Attention: Danny Thompson
CEO

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

ARTICLE 9
DISPUTE RESOLUTION, SUSPENSION OR TERMINATION

9.1 Dispute Resolution.
Any Claim or Dispute between County and GC shall be resolved in accordance with the provisions set forth in **UGC 15**.

9.2 Suspension.
The Work may be suspended by County as provided in **UGC 14.3**. In such case, the Contract Time shall be increased as provided in **UGC 14.3.2**.

9.3 Termination.
Subject to the provisions of **this Section**, this Contract may be terminated as provided in the UGCs.

9.3.1
If County terminates this Contract, the amount payable to GC pursuant to **UGCs 14.2 and 14.4**.

9.3.2
If GC terminates this Contract, the amount payable to GC under **UGC 14.1.3**.

ARTICLE 10
MISCELLANEOUS PROVISIONS

10.1 Meaning of Terms.
Terms in this Contract shall have the same meaning as those in the UGCs.

10.2 No Waiver of Immunity.
Nothing herein shall be construed as a waiver of sovereign immunity by Williamson County.

10.3 Governing Law.
This Contract and all of the rights and obligations of the parties and all of the terms and conditions shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas without reference to its conflicts of law provisions. Williamson County shall be the sole place of venue for any legal action arising from or related to this Contract or the Project in which County is a party.

10.4 Assignment.
County and GC, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Contract. GC shall not assign this Contract without the written consent of County. If GC attempts to make an assignment without County's consent, GC shall nevertheless remain legally responsible for all obligations under this Contract.

10.5 Other Provisions.

10.5.1
GC represents and warrants the following to County (in addition to any other representations and warranties contained in the Contract Documents), as an inducement to County to execute this Contract, which representations and warranties shall survive the execution and delivery of this Contract, any termination of this Contract, and the final completion of the Work:

.1 that it and its Subcontractors are financially solvent, able to pay all debts as they mature, and possessed of sufficient working capital to complete the Work and perform all obligations hereunder;

.2 that it is able to furnish the tools, materials, supplies, equipment, and labor required to complete the Work and perform its obligations hereunder;

.3 that it is authorized to do business in the State of Texas and properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over it and over the Work and the project;

.4 that its execution of this Contract and its performance thereof is within its duly authorized powers;

.5 that its duly authorized representative has visited the site of the Project, familiarized himself with the local and special conditions under which the Work is to be performed, and correlated its observations with the requirements of the Contract Documents; and

.6 that it possesses a high level of experience and expertise in the business administration, construction, construction management, and superintendence of projects of the size, complexity, and nature of this particular Project, and it will perform the Work with the care, skill, and diligence of such a contractor.

ARTICLE 11
SCOPE OF CONTRACT AND CONTRACT DOCUMENTS

11.1
This Contract represents the entire and integrated agreement between County and GC and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may be amended only by written instrument signed by both County and GC.

11.2
The following documents comprise the Contract Documents:

1. This Contract between County and GC;
2. Drawings, Plans and Specifications;
3. Addenda issued prior to the Effective Date of this Contract;
4. Cooperative Contract # **R200107**; and
5. All Change Orders and any other Modifications issued after the Effective Date of this Contract.

11.3
In the event of a dispute or conflict relating to the terms and conditions of the Contract Documents, applicable documents will be referred to for the purpose of clarification, conflict resolution or for additional detail in the following order of precedence:

1. This Contract between County and GC;
2. Drawings, Plans and Specifications;
3. Addenda issued prior to the Effective Date of this Contract;
4. Cooperative Contract # **R200107**; and
5. All Change Orders and any other Modifications issued after the Effective Date of this Contract.

ARTICLE 12
SIGNATORY WARRANTY

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

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

GC:
J.T. Vaughn Construction, LLC.

By: Danny Thompson
Digitally signed by Danny Thompson
DN: C=US, E=Dthompson@vaughnconstruction.com, CN=Danny Thompson
Reason: I agree to the terms defined by the placement of my signature on this document
Date: 2024.07.12 10:19:44-05'00'
Signature

Danny Thompson
Printed Name

CEO
Title

Date Signed: July 12, 2024

COUNTY:
Williamson County, Texas

By: _____
Signature

_____
Printed Name

_____
Title

Date Signed: _____

EXHIBIT A

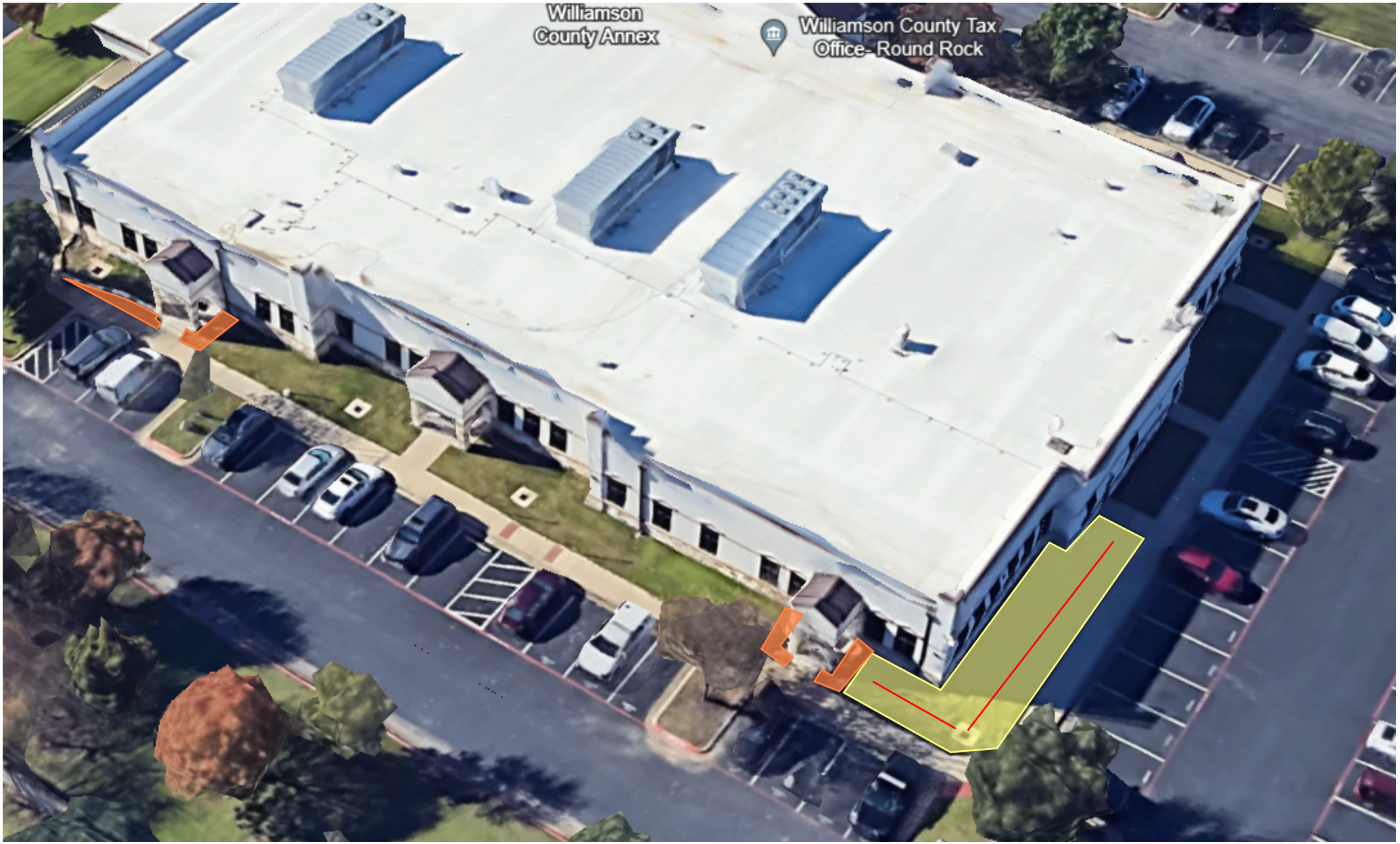
DRAWINGS, PLANS AND SPECIFICATIONS

Round Rock Jester Annex, 1801 E. Old Settlers Rd., Round Rock, TX

Attach documents below:

Scope of Work:

1. Excavate around the North/East side of the building to provide proper drainage, Excavating will be needed where river rock is going as well.
2. Provide river rock at two exterior doors on the east side of the building
3. Install new sod at the disturbed areas
4. Repair existing irrigation at the locations of the excavation. (It may be that some irrigation gets moved or capped, we do not want to water rock). Rezone irrigation with full coverage to water turfgrass only. Also to notify PM when work begins, so irrigation zones can be turned off. If irrigation heads against the building, suggest a rock buffer zone (1 foot strip minimum) between building and the sod. This will require steel edging to keep rock in bounds. Sod needs to be same as existing – Bermudagrass.
5. Contractor is responsible for contacting 811 and verifying underground utility locations.
6. If there is any damage to the building or sidewalk, contractor is responsible for the cost of and repairing the damaged area(s).



Excavate and Install Brazos River Rock

Excavate to provide proper sloping, and Install new Bermuda sod. Repair existing irrigation that was disturbed during excavation

Excavate flow line to provide proper drainage back to existing area inlet.

WILLIAMSON COUNTY FACILITIES MINIMUM DESIGN SPECIFICATIONS

DIVISION	ITEM	DESCRIPTION
ACCESS CONTROL		
	CARD READERS	Where card readers are installed, use multi-class card readers which are compatible with Wilco's software/hardware.
	DOOR HARDWARE	Locksets should be heavy duty cylindrical style with figure-8 style IC core and a 7 pin combination configuration.
		Lockset/Handle Finishes should be brushed stainless (brushed nickel)
		No Piano Hinges on Doors
		Key boxes & specefic key box for elevator(s)
ELECTRICAL		
	WIRING	All electrical wire to be installed in hard pipe conduit, except for fixture whips, which should have a maximum length of 6'.
		All feeders and branch circuits shall be installed in EMT, IC, or Rigid conduit unless specifically noted in these specifications.
		No MC cable will be used unless specifically approved.
	FIXTURES	LED fixtures or equivalent energy use.
		all fixtures installed in acoustical ceilings shall have a minimum of two independent support hangers tied to structure.
	LIGHTING MOUNTS	No Tapcon masonry mounts since the fixtures are likely to pull-out of masonry walls
	LIGHTING CONTROLS	Acuity - Schedule lighting scene programming 30-days after Occupant move-in.
	EXTERIOR LIGHTING	No photocells - Lighting should be run off a separate ZN card and automated logic controlled with updated graphics
		Light poles anywhere near vehicle areas must be set on concrete base 36-in high to prevent vehicle damage.
	AS-BUILT PLANS	Must include conduit pathways and sizes, j-box locations and sizes, and circuitry
		Label ceiling grid for concealed electrical disconnects
FIRE PROTECTION		
	FIRE ALARM	Existing Buildings with Simplex - use Simplex products
		New Buildings or Exist Buildings without Simplex - use Silent Night (non propietary E.g. Farenhyt)
		CO detectors, if required, shall be located in the interior of the building, in the occupied space being monitored. No CO duct detectors allowed.
		Building that are being expanded (added onto), shall expand on the existing system using only system compatible equipment by manufucturer.
		Wireless dialer will be used for notification to monitoring company - No POTS lines and will be set up with JCI monitoring.
		Supply facilities fire systems specialist with fire panel program and all passcode levels.
		Fire Alarm panel/room must have internet connectivity
	PLANS	Update whole building plans (digital) and coordinate update of fire panel info and device labeling
	SPRINKLER	All saddle tap connections require the removed tab to be hung beneath the tap created. Hanging with wire is acceptable.
GENERAL		
	ADA	Meets all current ADA Standards.
	CODE COMPLIANCE	Meets Wilco Adoped Codes
	TRAINING	Provide training for specialty systems/items
INTERIORS		
	SOUND BATTS	Install sound batting at office and meeting room walls and ceilings regardless of the quantity or type of building envelope insulation or deck insulation.
	CEILINGS	Sound deadening Accoustical Tile, not light weight foam type.
		Label ceiling grid for concealed equipment locations including all electrical disconnects, water valves, HVAC equipment etc.
	RESTROOM PARTITIONS	No laminate surfaces allowed
	RESTROOM MIRRORS	Frameless type. DO NOT butt to counter or backsplash below.
IT		
	DHCP COMPLAINT	Dynamic Host Client Protocol compliant controllers for all devices connected to Wilco IT systems
LANDSCAPING		
	PLANT SELECTION	Use only low water native and adaptive plants. Small turf areas. Overdesign for pedestrian traffic.
	IRRIGATION	Irrigated areas should be kept to a minimum and overall irrigation should be kept to a minimum.

	IRRIGATION CONTROLS	Irrigation that is installed should have controls that are compatible with Wilco's existing automated control and monitoring software/hardware
	DESIGN	Concrete walk around building perimeter. No grass at edge of building. No small turf islands, use mulching materials instead.
		No shade trees to interfere with signage, lighting or utilities.
MAINTENANCE		
	FACILITIES CLOSET	All buildings should include a maintenance closet with storage space for such items as touch-up paint, spare lamps, spare ceiling tile,
		spare carpet tiles, ladders, etc.
	JANITORIAL CLOSET	All buildings should include a mop sink closet with storage space for cleaning supplies on shelving and space for rolling carts/mop buckets.
	RESTROOM ACCESSORIES	Automatic hand dryers at restrooms.
		Double roll S.S. toilet paper dispensers, multi-fold towel dispensers, hand dryers provided by Wilco contract provider
MECHANICAL		
	FILTER	2" filter racks at any air handler filter location.
		Advanced photo-catalytic oxidation type filtration.
	MAINTENANCE ACCESS	Place all units to allow for ground level maintenance and filter changes. If above ceiling installation is necessary, then install access doors.
		Avoid the necessity of ceiling tile removal to do maintenance. Use items such as catwalks if necessary for ease of maintenance.
	DUCT	All duct should be hard metal duct with exterior insulation, except for register drops can be flex if necessary.
	LOW AMBIENT	Install low ambient kits on all DX, RTU's, etc. to allow for humidity control in cold weather conditions.
	CONTROLS	Controls should be compatible with Wilco's existing automated controls software/hardware.
		Update automated logic graphics and zones (including floor plan graphics)
		Exhaust fans need CT's and automated logic graphic
		Mini splits need bacnet capability or ZN card and automated logic graphic
		(see exterior lighting) No HVAC controls on lighting ZN cards
	C.O. DUCT DETECTOR	Should not be powered by RTU. This allows maintenance to shutdown HVAC without setting off fire alarm.
	SOUND ISSUES	All open-air (open-plenum) areas should be designed with effective sound deadening boots at all return air grills entering office or meeting type space
	LABELING	Label ceiling grid for concealed HVAC equipment.
PAINTING		
	PREP	
	PRIME	
	APPLICATION	
	INTERIOR WALLS	Use only wilco standard colors and materials, DO NOT color-match
PLUMBING		
	LAYOUT	No pluming walls for restrooms on exterior envelope of buildings
	FIXTURES	Automatic (touch-less): toilets, lavatory fixtures.
		Provide plumbing for in-line filtration at all ice-maker locations
	TRAP PRIMERS	Use threaded connection supply-off of inverted "Y" on lavatory tailpipe
	HOSE BIBS	Specify only freeze-proof hose bibs & inimize
		No exterior hosebibs built into building exterior. Use only in-ground quick-connect
	ICE MACHINES	Locate multi-stage/ multi -cartridge commercial filter for easy maintenance access at each ice machine
	LABELING	Label ceiling grid for concealed equipment locations of water valves
ROOFS		
	ACCESS	If equipment is installed on roof, access should include at a minimum, a roof hatch for access, preferably with a permanently installed access ladder
	EQUIPMENT LIFTS	Provide cranes in accessible locations to lift repair equipment where rooftop equipment is installed (meet OSHA & ANSI standards)
	WALKWAY MATS	Fully-adhered walkway mats from roof access points to mechanical maintnenance access location for roof top units.
	SOLAR	Design roof structure with the capacity to support future solar panel installation.
STRUCTURAL		

	ENVELOPE	Building envelope should be weather tight.
	STUDS	All stud walls should be a minimum 20 GA material unless AE suggests otherwise

WAREHOUSE / GARAGE / SHOPS		
	ORIENTATION	Building orientation should be such that the overhead doors face North and South to allow for prevailing wind ventilation and/or install large exhaust fans for mechanical ventilation.
	SAFETY/HEALTH	Hand wash sink, eyewash stations, water fountain, ice machine floor drain.

EXHIBIT B

MINIMUM INSURANCE COVERAGES AND MINIMUM COVERAGE AMOUNTS

Minimum Insurance Requirements

A. Contractor shall carry insurance in the types and amounts indicated below for the duration of the Contract/Agreement, which shall include items owned by Owner in the care, custody and control of Contractor prior to and during construction. Contractor must also complete and file the declaration pages from the insurance policies with Owner whenever a previously identified policy period expires during the term of the Agreement, as proof of continuing coverage. Contractor shall update all expired policies prior to submission of any payment requests hereunder. Failure to update policies shall be reason for payment to be withheld until evidence for renewal is provided to the Owner. If the Contractor fails to obtain, maintain or renew any insurance required by this Contract/Agreement, the Owner may, among other remedies available hereunder or at law, obtain insurance coverage directly and recover the cost of that insurance from the Contractor or declare this Contract/Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

B. All policies of insurance provided by the Contractor must comply with the requirements set forth herein, the Contract/Agreement and the laws of the State of Texas.

C. The Contractor shall provide and maintain, until the Work covered in the Contract/Agreement is completed and accepted by the Owner, the minimum insurance coverages in the minimum amounts as described below.

	Type of Coverage	Limits of Liability
1.	Worker's Compensation	Statutory
2.	Employer's Liability	
	Bodily Injury by Accident	$500,000 Ea. Accident
	Bodily Injury by Disease	$500,000 Ea. Employee
	Bodily Injury by Disease	$500,000 Policy Limit

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

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

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

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

5. Builder's Risk Insurance (all-risks)

An all-risk policy, in the amount equal at all times to 100% of the Contract Price or Contract Sum. The policy shall include coverage for loss or damage

caused by certified acts of terrorism as defined in the Terrorism Risk Insurance Act. The policy shall be issued in the name of the Contractor and shall name its Subcontractors as additional insureds. The Owner shall be named as a loss payee on the policy. The builders risk policy shall have endorsements as follow:

a. This insurance shall be specific as to coverage and not considered as contributing insurance with any permanent insurance maintained on the present premises. If off-site storage is permitted, coverage shall include transit and storage in an amount sufficient to protect property being transported or stored.

b. For renovation projects and or portions of work contained within an existing structure, the Owner waives subrogation for damage by fire to existing building structure(s), if the Builder's Risk Policy has been endorsed to include coverage for existing building structure(s) in the amount described in the Special Conditions. However, Contractor shall not be required to obtain such an endorsement unless specifically required by the Special Conditions in the Contract Documents. The aforementioned waiver of subrogation shall not be effective unless such endorsement is obtained.

6. Flood insurance when specified in Supplementary General Conditions or Special Conditions.

7. Umbrella coverage in the amount of not less than $5,000,000.

D. Workers' Compensation Insurance Coverage:

1. Definitions:

(a) Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the Project.
(b) Duration of the Project - includes the time from the beginning of the work on the Project until the Contractor's/person's work on the Project has been completed and accepted by the Owner.

(c) Coverage – Workers' compensation insurance meeting the statutory requirements of the Texas Labor Code, §401.011(44).

(d) Persons providing services on the Project ("subcontractor") - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the Project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the Project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the Project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

2. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, §401.011(44) for all employees of the Contractor providing services on the Project, for the duration of the Project.
3. The Contractor must provide a certificate of coverage prior to execution of the Agreement/Contract, and in no event later than ten (10) days from Notice of Award. Failure to provide the insurance in a timely fashion may result in loss of Contractor's bid bond.
4. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the Project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the Owner showing that coverage has been extended.
5. The Contractor shall obtain from each person providing services on a project, and provide to the Owner:

   (a.) a certificate of coverage, prior to that person beginning work on the Project, so the Owner will have on file certificates of coverage showing coverage for all persons providing services on the Project; and

   (b.) no later than seven days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project.

6. The Contractor shall retain all required certificates of coverage for the duration of the Project and for one year thereafter.
7. The Contractor shall notify the Owner in writing by certified mail or personal delivery, within 10 days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project.
8. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the Project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

9. The Contractor shall contractually require each person with who it contracts to provide services on a project, to:

   (a) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas labor Code, Section 401.011(44) for all of its employees providing services on the Project, for the duration of the Project;
   (b) provide to the Contractor, prior to that person beginning work on the Project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the Project, for the duration of the Project;
   (c) provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;
   (d) obtain from each other person with whom it contracts, and provide to the Contractor:

      i. a certificate of coverage, prior to the other person beginning work on the Project; and
      ii. a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;

   (e) retain all required certificate of coverage on file for the duration of the Project and for one year thereafter;

(f) notify the Owner in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project; and

(g) contractually require each person with whom it contracts, to perform as required by paragraphs (a)-(g), with the certificates of coverage to be provided to the person for whom they are providing services.

10. By signing the Agreement/Contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the Owner that all employees of the Contractor who will provide services on the Project will be covered by workers' compensation coverage for the duration of the Project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

11. The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the Owner to declare the Agreement/Contract void if the Contractor does not remedy the breach within ten days after receipt of notice of breach from the Owner.

E. If insurance policies are not written for the amounts specified herein, Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of primary coverage.

F. Insurance coverage required hereunder shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company, or otherwise acceptable to Owner.

G. The Owner ("Williamson County, Texas"), its officials, employees and volunteers shall be named as an additional insured on all required policies. These insurance policies shall contain the appropriate additional insured endorsement signed by a person authorized by that insurer to bind coverage on its behalf.

H. The furnishing of the above listed insurance coverage, as may be modified by the Contract Documents, must be tendered prior to execution of the Agreement/Contract,

and in no event later than ten (10) days from Notice of Award. Failure to provide the insurance in a timely fashion may result in loss of Contractor's bid bond.

I. Owner reserves the right to review the insurance requirements set forth herein during the Contract/Agreement and to make reasonable adjustments to the insurance coverage and their limits when deemed necessary and prudent by the Owner based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Contractor.

J. Owner shall be entitled, upon request, and without expense, to receive complete copies of the policies with all endorsements and may make any reasonable requests for deletion, or revision or modification of particular policy terms, conditions, limitations, or exclusions, except where policy provisions are established by law or regulation binding upon the Parties or the underwriter of any of such polices. Damages caused by the Contractor and not covered by insurance shall be paid by the Contractor.

K. Contractor shall be responsible for payment of premiums for all of the insurance coverages required hereunder. Contractor further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Contractor is responsible hereunder, Contractor shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over $75,000 in the Contractor's insurance must be declared and approved in writing by Owner in advance.

L. Contractor shall contractually require each person or entity with whom it contracts to provide services in relation to the Work, to comply with every insurance requirement that Contractor must comply with hereunder. More specifically, each person or entity with whom Contractor contracts to provide services on the in relation to the Work must comply with each insurance requirement hereunder just as if such person or entity was the Contractor. Thus, every reference to Contractor under each insurance requirement hereunder shall mean and include each person or entity with whom Contractor contracts to provide services in relation to the Work. If any such person or entity with whom Contractor contracts to provide services in relation to the Work fails to obtain, maintain or renew any insurance required by this Contract/Agreement, Owner may, among other remedies available hereunder or at law, obtain insurance coverage directly and recover the cost of that insurance from the Contractor or declare this Contract/Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

UNIFORM GENERAL CONDITIONS

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ARTICLE 1
GENERAL PROVISIONS

1.1 BASIC DEFINITIONS

1.1.1 CONTRACT DOCUMENTS

Contract Documents are enumerated in the Contract between the Owner and Contractor (hereinafter the Contract) and consist of the Contract, Conditions of the Contract as revised, Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Contract and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Owner or the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding requirements.

1.1.2 CONTRACT

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants or (4) between any persons or entities other than the Owner and the Contractor.

1.1.3 WORK

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

1.1.4 THE PROJECT

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by separate contractors.

1.1.5 THE DRAWINGS

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

1.1.6 THE SPECIFICATIONS

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

1.1.7 INSTRUMENTS OF SERVICE

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

1.1.8 KNOWLEDGE

The terms "knowledge," "recognize," and "discover," their respective derivatives, and similar terms in the Contract Documents, as used in reference to the Contractor, shall be interpreted to mean that which the Contractor knows (or should know), recognizes (or should recognize), and discovers (or should discover) in exercising the care, skill, and diligence required by the Contract Documents. Analogously, the expression "reasonably inferable" and similar terms in the Contract Documents shall be interpreted to mean reasonably inferable by a contractor familiar with the Project and exercising the care, skill, and diligence required of the Contractor by the Contract Documents.

1.1.9 PRODUCT

Materials, systems, and equipment incorporated or to be incorporated in the Work.

1.1.10 PROVIDE

Furnish and install and shall include, without limitation, labor, materials, equipment, transportation, services, and other items required to complete the referenced tasks.

1.1.11 FURNISH

Pay for, deliver (or receive), unload, inspect, and store products, materials, equipment, and accessories as specified while retaining care, custody and control until received for installation based on a signed receipt.

1.1.12 INSTALL

Receive, unload, inspect, and store as specified while retaining care, custody and control; set or place in position, make required connections; and adjust and test as specified in the Contract Documents for satisfactory performance and operation.

1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

1.2.1

The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary,

and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the intended results. In the event of inconsistencies within or between parts of the Contract Documents, or between the Contract Documents and applicable standards, codes, and ordinances, the Contractor shall (i) provide the better quality or greater quantity of Work or (ii) comply with the more stringent requirement; either or both in accordance with the Owner or the Architect's interpretation. The terms and conditions of this **Paragraph 1.2.1**, however, shall not relieve the Contractor of any of the obligations set forth in the Contract Documents.

1.2.2

Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

1.2.3

Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

.1 Whenever a product is specified in accordance with a Federal Specification, an ASTM Standard, an American National Standards Institute Specification, or other Association Standard, the Contractor, if required by the Specifications or if requested by the Owner, shall present evidence from the manufacture, certifying the product complies with the particular Standard or Specification. When required by the Contract Documents, supporting data shall be submitted to substantiate compliance.

.2 Whenever a product is specified or shown by describing proprietary items, model numbers, catalog numbers, manufacturer, trade names, or similar reference, no substitutions may be made unless accepted in strict accordance with the Substitution requirements stated in the Specifications or, if no Substitution requirements are stated in the Specifications, in accordance with the requirements stated elsewhere in the Contract Documents. Where two or more products are shown or specified, the Contractor has the option to use either of those shown or specified.

1.3 CAPITALIZATION

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles or (3) the titles of other documents published by the American Institute of Architects.

1.4 INTERPRETATION

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article

is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

1.5 USE OF DRAWINGS AND OTHER INSTRUMENTS OF SERVICE

1.5.1

The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory and other reserved rights, including copyrights, except as provided in the Owner-Architect Agreement. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

1.5.2

The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants.

1.6 TRANSMISSION OF DATA IN DIGITAL FORM

If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall establish the necessary protocols governing such transmissions in writing, unless otherwise already provided in the Agreement or the Contract Documents.

ARTICLE 2
OWNER

2.1 GENERAL

The Owner means Williamson County acting through any duly authorized representative as provided in the Contract, and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization ("Owner's Designated Representative"). The term "Owner" means the Owner or the Owner's authorized representative.

2.2 OWNER

2.2.1 Appropriation of Funds by Owner

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

2.2.2

Unless specifically stated otherwise in the Contract Documents, Contractor shall secure and pay for necessary permits, approvals, assessments, and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

2.2.3

The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. Except for surveys or grade information, the Contractor shall compare the information furnished by the Owner, including, but not limited to, soil tests, with visibly observable physical conditions and the Contract Documents and, on the basis of such review, promptly report to the Owner and the Architect any known conflicts, errors or omissions. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

2.2.4

The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

2.2.5

Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions.

2.3 OWNER'S RIGHT TO STOP THE WORK

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by **Section 12.2** or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.

2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a **ten (10)-calendar day** period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect or failure. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

2.5 EXTENT OF OWNER RIGHTS

2.5.1

The rights stated in this **Article 2** and elsewhere in the Contract Documents are cumulative and not in limitation of any rights of the Owner (1) granted in the Contract Documents, (2) at law, or (3) in equity.

2.5.2

In no event shall the Owner have control over, charge of, or any responsibility for construction means, methods, techniques, sequences, or procedures or for safety precautions and programs in connection with the Work, notwithstanding any of the rights and authority granted the Owner in the Contract Documents.

2.6 OWNER'S RIGHT TO RECORDS

2.6.1

The Contractor's records, which shall include but not be limited to accounting records, written policies and procedures, subcontractor files (including proposals of successful bidders), original estimates, estimating work sheets, correspondence, schedules, change order files (including documentation covering negotiated settlements), and any other supporting evidence necessary to substantiate charges related to this contract (all foregoing hereinafter referred to as "records") and shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by Owner's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by the Contractor or any of his payees. Such records subject to examination shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Contract.

2.6.2
For the purpose of such audits, inspections, examinations and evaluations, the Owner's agent, or authorized representatives shall have access to said records from the effective date of this Contract for the duration of Work and until **three (3) years** (or longer if required by law) after the date of final payment by Owner to Contractor.

2.6.3
Owner's agent or its authorized representative shall have access during normal business hours to the Contractor's facilities, shall have access to all necessary records and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this **Section 2.6**. Owner's agent or authorized representative shall give auditees reasonable advance notice of intended audits.

2.6.4
Contractor shall require all subcontractors, insurance agents, and material suppliers (payees) with cost plus contracts, if permitted, and not fixed price contracts to comply with the provisions of this **Article 2** by insertion of the requirements hereof in a written contract agreement between Contractor and payee. Failure to obtain such written contracts which include such provisions shall be reason to exclude some or all of the related payee's costs from amounts payable to the Contractor pursuant to this contract.

ARTICLE 3
CONTRACTOR

3.1 GENERAL

3.1.1
The Contractor is the person or entity identified as such in the Contract and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under the Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative, and if these General Conditions are used in conjunction with the Contract between Owner and Construction Manager-At-Risk, the term "Contractor" shall mean the Construction Manager.

3.1.2
The Contractor shall perform the Work in strict accordance with the Contract Documents.

3.1.3
The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's

administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

3.2.1

Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents. Prior to execution of the Contract, the Contractor and each Subcontractor shall have evaluated and satisfied themselves as to the observable conditions and limitations under which the Work is to be performed, including, without limitation, (i) the location, condition, layout, and nature of the Project site and surrounding areas, (ii) generally prevailing climatic conditions, (iii) anticipated labor supply and costs, (iv) availability and cost of materials, tools, and equipment, and (v) other similar issues. The Owner assumes no responsibility or liability for the physical condition or safety of the Project site or any improvements located on the Project site. Except as set forth in **Section 10.3**, the Contractor and its Subcontractors shall be responsible for providing a safe place for the performance of the Work. The Owner shall not be required to make any adjustment in either the Contract Sum or the Contract Time in connection with any failure by the Contractor or any Subcontractor to have complied with the requirements of **this Section 3.2**.

3.2.2

Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to **Paragraph 2.2.3**, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Owner and Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that reasonably may be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the indicated result will be provided whether or not specifically called for, at no additional cost to Owner. The Contractor shall verify the accuracy of elevations, dimensions, locations, and field measurements. In all cases of the interconnection of its Work with existing or other Work, the Contractor shall verify at the site all dimensions relating to such existing or other Work.

.1 All of Contractor's and Subcontractors' work shall conform to the Contract Documents. Contractor shall be responsible for the details of the Work necessary to carry out the intent of the drawings and specifications, or which are customarily performed. When more detailed information is required for performance of the Work or when an interpretation of the Contract Documents is requested, the Contractor shall submit a written request for information to the Architect or Owner (as required), and the Owner or Architect shall furnish such information or interpretation. Where only part of the Work is indicated, similar parts shall be considered repetitive. Where any detail is shown and components thereof are fully described, similar details not fully described shall be considered to incorporate the fully described details and components.

.2 The Contractor has had an opportunity to examine, and has carefully examined, all of the Contract Documents and Project site, and has fully acquainted itself with the scope of work, design, availability of materials, existing facilities, access, general topography, soil structure, subsurface conditions, obstructions, and all other conditions pertaining to the Work, the site of the Work, and its surrounding; that it has made necessary investigations to a full understanding of the difficulties which may be encountered in performing the Work; and that anything in any Contract Documents, or in any representations, statements, or information made or furnished by Owner or its representatives notwithstanding, Contractor will complete the Work for the compensation stated in the Contract. In addition thereto, Contractor represents that it is fully qualified to do the Work in accordance with the terms of the Contract in the time specified.

3.2.3

The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Owner and the Architect any nonconformity discovered by or made known to the Contractor as a request for information.

3.2.4

If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to **Paragraphs 3.2.2 or 3.2.3** above, the Contractor shall make Claims as provided in **Article 15**.

3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

3.3.1

The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. Subcontractors are responsible for directing their forces on their portions of the Work. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor and Subcontractors shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Architect and shall not proceed with that portion of the Work without further written instructions from the Architect. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any loss or damage arising solely from those Owner-required means, methods, techniques, sequences or procedures.

3.3.2

The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

3.3.3

The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

3.3.4

Inspection of the progress, quantity, or quality of the Work done by the Owner, any Owner's representative, any governmental agency, or the Architect, or any inspector, shall not relieve the Contractor of any responsibility for the compliance of the Work with the Contract Documents. The Owner or its approved representative (heretofore referred to as Owner's representative) shall have access to the worksite and all Work. No supervision or inspection by the Owner's representative, nor the authority to act nor any other actions taken by the Owner's representative shall relieve the Contractor of any of its obligations under the Contract Documents nor give rise to any duty on the part of the Owner.

3.4 LABOR AND MATERIALS

3.4.1

Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

.1 Duty to Pay Prevailing Wage Rates. The Contractor shall pay not less than the wage scale of the various classes of labor as shown on the "Prevailing Wage Schedule", as defined in Paragraph 3.4.1.2 below. The specified wage rates are minimum rates only and are not representations that qualified labor adequate to perform the Work is available locally at the prevailing wage rates. The Owner is not bound to pay—and will not consider—any claims for additional compensation made by any Contractor because the Contractor pays wages in excess of the applicable minimum rate contained in the Contract Documents. The "Prevailing Wage Schedule" is not a representation that quantities of qualified labor adequate to perform the Work may be found locally at the specified wage rates.

a) For classifications not shown, workers shall not be paid less than the wage indicated for Laborers. The Contractor shall notify each worker commencing work on the Project of the worker's job classification and the established minimum wage rate required to be paid, as well as the actual amount being paid. The notice must be delivered to and signed in acknowledgement of receipt by the employee and must list both the monetary wages and fringe benefits to be paid or furnished for each classification in which the worker is assigned duties. When requested by Owner, competent evidence of compliance with the Texas Prevailing Wage Law shall be furnished by Contractor.

b) A copy of each worker wage rate notification shall be submitted to the Owner with the Application for Payment for the period during which the worker began on-site activities.

.2 Prevailing Wage Schedule. Pursuant to Texas Government Code Section 2258.022(2), the general prevailing rate of per diem wages for each craft or type of worker needed to execute the Contract and the prevailing rate for legal holiday and overtime work shall be the most recent prevailing wage rate for Williamson County, Texas for building construction as determined by the United States Department of Labor in accordance with the Davis-Bacon Act (40 U.S.C. Section 276a et seq.), and its subsequent amendments, which are published and can be obtained online at https://sam.gov/search/?index=dbra (the "Prevailing Wage Schedule"). Should the

Contractor at any time become aware that a particular skill or trade not reflected on the Prevailing Wage Schedule will be or is being employed in the Work, whether by the Contractor or by a subcontractor, the Contractor shall promptly inform the Owner and shall specify a wage rate for that skill or trade, which shall bind the Contractor.

.3 Penalty for Violation. The Contractor and any Subcontractor shall pay to the Owner a penalty of sixty dollars ($60.00) for each worker employed for each calendar day, or portion thereof, that the worker is paid less than the wage rates stipulated in the Prevailing Wage Schedule or any supplement or update thereto pursuant to Paragraph 3.4.1.2 above. The Contractor and each Subcontractor shall keep, or cause to be kept, an accurate record showing the names and occupations of all workers employed in connection with the Work and showing the actual per diem wages paid to each worker, which records shall be open at all reasonable hours for the inspection by the Owner.

.4 Complaints of Violations of Prevailing Wage Rates. Within thirty-one (31) days of receipt of information concerning a violation of Texas Government Code, Chapter 2258, the Owner shall make an initial determination as to whether good cause exists to believe a violation occurred. The Owner's decision on the initial determination shall be reduced to writing and sent to the Contractor or Subcontractor against whom the violation was alleged, and to the affected worker. When a good cause finding is made, the Owner shall retain the full amounts claimed by the claimant or claimants as the difference between wages paid and wages due under the Prevailing Wage Schedule and any supplements thereto, together with the applicable penalties, such amounts being subtracted from successive progress payments pending a final decision on the violation.

.5 Arbitration Required if Violation not Resolved. After the Owner makes its initial determination, the affected Contractor or Subcontractor and worker have fourteen (14) days in which to resolve the issue of whether a violation occurred, including the amount that should be retained by Owner or paid to the affected worker. If the Contractor or Subcontractor and affected worker reach an agreement concerning the worker's claim, the Contractor shall promptly notify the Owner in a written document signed by the worker. If the Contractor or Subcontractor and affected worker do not agree before the fifteenth (15th) day after the Owner's determination, the Contractor or Subcontractor and affected worker must participate in binding arbitration in accordance with the Texas General Arbitration Act, Chapter 171, Tex. Civ. Prac. & Rem. Code. The parties to the arbitration have ten (10) days after the expiration of the fifteen (15) days referred to above, to agree on an arbitrator; if by the eleventh (11th) day there is no agreement to an arbitrator, a district court shall appoint an arbitrator on the petition of any of the parties to the arbitration.

.6 Arbitration Award. If an arbitrator determines that a violation has occurred, the arbitrator shall assess and award against the Contractor or Subcontractor the amount of penalty as provided in this Section 3.4 and the amount owed the worker. The Owner may use any amounts retained hereunder to pay the worker the amount as designated in the arbitration award. If the Owner has not retained enough from the Contractor or Subcontractor to pay the worker in accordance with the arbitration award, the worker has a right of action against the Contractor and Subcontractor as appropriate, and the surety of either to receive the amount owed, attorneys' fees and court costs. The Contractor shall promptly furnish a copy of the arbitration award to the Owner.

.7 Prevailing Wage Retainage. Money retained pursuant to this Section 3.4 shall be used to pay the claimant or claimants the difference between the amount the worker received in wages for labor on the Project at the rate paid by the Contractor or Subcontractor and the amount the worker would have received at the general prevailing wage rate as provided by the agreement of the claimant and the Contractor or Subcontractor affected, or in the arbitrator's award. The full statutory penalty of sixty dollars ($60.00) per day of violation per worker shall be retained by the Owner to offset its administrative costs, pursuant to Texas Government Code, §2258.023. Any retained funds in excess of these amounts shall be paid to the Contractor on the earlier of the next progress payment or final payment. Provided, however, that the Owner shall have no duty to release any funds to either the claimant or the Contractor until it has received the notices of agreement or the arbitration award as provided under Paragraphs 3.4.2 and 3.4.3.

.8 No Extension of Time. If the Owner determines that good cause exists to believe a violation has occurred, the Contractor shall not be entitled to an extension of time for any delay arising directly or indirectly from of the procedures set forth in this Section 3.4.

3.4.2

Except in the case of minor changes in the Work authorized by the Owner or Architect in accordance with **Paragraphs 3.12.8 or Section 7.4**, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive. If the Contractor desires to submit an alternate product or method in lieu of what has been specified or shown in the Contract Documents, the Contractor shall comply with the Substitution requirements listed in the Specifications, or if there are no Substitution requirements listed in the Specifications, then the following provisions apply:

.1 The Contractor must submit to the Architect and the Owner (1) a full explanation of the proposed substitution and submittal of all supporting data, including technical information, catalog cuts, warranties, test results, installation instructions, operating

procedures, and other like information necessary for a complete evaluation of the substitution; (2) the adjustment, if any, in the Contract Sum, in the event the substitution is acceptable; (3) the adjustment, if any, in the time of completion of the Contract and the construction schedule in the event the substitution is acceptable; and (4) a statement indicating Contractor accepts the warranty and correction obligations in connection with the proposed substitution as if originally specified by the Architect. Proposals for substitutions shall be to the Architect in sufficient time to allow the Architect no less than **ten (10) working days** for review. No substitutions will be considered or allowed without the Contractor's submittal of complete substantiating data and information as stated hereinbefore.

3.4.3

The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

3.4.4

The Contractor shall only employ or use labor in connection with the Work capable of working harmoniously with all trades, crafts, and any other individuals associated with the Project.

3.4.5.

In case the progress of the Work is affected by any undue delay in furnishing or installing any items or materials or equipment required under the Contract Documents because of such conflict involving any such labor agreement or regulation, the Owner may require that other material or equipment of equal kind and quality be provided pursuant to a Change Order or Construction Change Directive.

3.5 WARRANTY

3.5.1

The Contractor warrants to the Owner: (1) that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise; (2) that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit; (3) that the Work will be done strictly in accordance with the Contract Documents; (4) that all products are installed per the manufacturer's instructions, and in such a way that the manufacturer's warranties are preserved, including the use of a manufacturer-certified installer, if required by the manufacturer; (5) and that the Work, when finally completed, will provide a complete Project that meets the intent of the Contract Documents.

The Contractor represents and warrants to the Owner that its materials and workmanship, including without limitation, construction means, methods, procedures and techniques necessary to perform the Work, use of materials, selection of equipment and requirements of product manufacturers are and shall be consistent with: (1) good and sound practices within the construction industry; (2) generally prevailing and accepted industry standards applicable to the Work; (3) requirements of any warranties applicable to the Work subject to **Paragraph 3.2.3**. Work, materials, or equipment not conforming to these requirements shall be considered defective, and promptly after written notification of non-conformance shall be repaired or replaced by Contractor with Work conforming to this warranty. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Owner or Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

.1 Contractor further warrants that all materials or equipment of a category or classification will be a product of the same manufacturer and such materials or equipment shall be of the same lot, batch or type and that such materials and equipment will be as specified.

3.5.2

The Contractor agrees to assign to the Owner at the time of final completion of the Work any and all manufacturer's warranties relating to materials and labor used in the Work and further agrees to perform the Work in such manner so as to preserve any and all such manufacturer's warranties.

3.6 TAXES

State Sales and Use Taxes. Sales, use or similar taxes imposed by a governmental authority that are related to the Work and for which the Contractor is liable; provided, however, Owner is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code Ann. 151.309, as amended, and the services and materials subject of the Contract are being secured for use by Owner. Exemption certificates will be provided to Contractor upon request. As a precondition to the Owner reimbursing Contractor for allowable sales and use taxes, Contractor must, on its own, first attempt to use such tax exemption certificates in order to assert the exemption. In the event Contractor's efforts to use the tax exemption certificate is unsuccessful and provided that under the laws of the State of Texas an exemption from sales and use taxes is allowed. Owner will reimburse Contractor for such sales and use taxes upon Contractor providing sufficient and satisfactory documentation to the Williamson County Auditor.

3.7 PERMITS, FEES, NOTICES, AND COMPLIANCE WITH LAWS

3.7.1

Unless otherwise provided, the Contractor shall secure, pay for, and, as soon as practicable, furnish the Owner with copies or certificates of all permits and fees, licenses, and inspections necessary for the proper execution and completion of the Work, including, without limitation, all building permits. All connection charges, assessments, or inspection fees as may be imposed by any municipal agency or utility company are included in the Contract Sum and shall be the Contractor's responsibility.

3.7.2

The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

3.7.3

If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction and damages resulting therefrom.

3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than **twenty-one (21) calendar days** after first observance of the conditions. The Owner will promptly investigate such conditions and, if the Owner determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will authorize an equitable adjustment in the Contract Sum or Contract Time, or both. If the Owner determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Owner shall promptly notify the Contractor in writing, stating the reasons. If the Contractor disputes the Owner's determination, the Contractor party may assert a Claim as provided in **Article 15**.

3.7.5

If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall

promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in **Article 15**.

3.8 ALLOWANCES

3.8.1

The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

3.8.2

Unless otherwise provided in the Contract Documents,

.1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;

.2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and

.3 whenever costs are more than or less than allowances, the Contractor shall, prior to purchasing any such materials, notify the Owner in writing of the cost and whether such cost will exceed the amount of the allowance. If Owner authorizes Contractor to proceed, after receiving the Contractor's estimate of the total cost, then the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under **Paragraph 3.8.2.1** and (2) changes in Contractor's costs under **Paragraph 3.8.2.2**.

3.9 SUPERINTENDENT

3.9.1

The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent or Contractor's project manager shall be as binding as if given to the Contractor. Important oral communications shall be immediately confirmed in writing.

3.9.2
The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the name and qualifications of a proposed superintendent. The Owner or Architect may reply within **fourteen (14) calendar days** to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to the proposed superintendent or (2) that the Owner and Architect require additional time to review. Failure of the Owner or Architect to reply within the **fourteen (14)-calendar day** period shall constitute notice of no reasonable objection.

3.9.3
The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

3.10.1
The Contractor, as provided in the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

3.10.2
The Contractor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Architect's approval. The Architect's approval shall not unreasonably be delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

3.10.3
The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

3.10.4
The construction schedule shall be a detailed precedence-style critical path management ("CPM") schedule in a format satisfactory to the Owner that shall (1) provide a graphic representation of all activities and events that will occur during performance of the Work; (2)

identify each phase of construction and occupancy; and (3) set forth dates that are critical in ensuring the timely and orderly completion of the Work in accordance with the requirements of the Contract Documents (hereinafter referred to as the "Milestone Date"). Upon review and acceptance by the Owner of the Milestone Dates, the construction schedule shall be deemed part of the Contract Documents. If not accepted, the construction schedule shall be promptly revised by the Contractor in accordance with the recommendations of the Owner and resubmitted for acceptance. The Contractor shall monitor the progress of the Work for conformance with the requirements of the construction schedule and shall promptly advise the Owner of any delays or potential delays. The accepted construction schedule shall be updated to reflect actual conditions as set forth in **Paragraph 3.10.1** or if requested by the Owner. In the event any progress report indicates any delays, the Contractor shall propose an affirmative plan to correct the delay, including overtime and/or additional labor, if necessary. In no event shall any progress report constitute an adjustment in the Contract Time, any Milestone date, or the Contract Sum unless any such adjustment is agreed to by the Owner and authorize pursuant to a Change Order.

3.10.5

In the event the Owner determines that the performance of the Work, as of a Milestone Date, has not progressed or reach the level of completion required by the Contract Documents, the Owner shall have the right to order the Contractor to take corrective measures necessary to expedite the progress of construction, including without limitation, (1) working additional shifts or overtime, (2) supplying additional manpower, equipment, and facilities, and (3) other similar measures. Such measures so continue until the progress of the Work complies with the stage of completion required by the Contract Documents. The Owner's right to require such measures is solely for the purpose of ensuring the Contractors compliance with the construction schedule.

3.11 DOCUMENTS AT THE SITE

The Contractor shall maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Architect and shall be delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

3.12 SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES

3.12.1

Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

3.12.2
Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

3.12.3
Samples are physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

3.12.4
Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of **Paragraph 4.2.7**. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

3.12.5
The Contractor shall review for compliance with the Contract Documents, approve and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors.

3.12.6
By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

3.12.7
The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals until the respective submittal has been approved by the Architect.

3.12.8
The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents

by the Architect's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals by the Architect's approval thereof.

3.12.9

The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such written notice, the Architect's approval of a resubmission shall not apply to such revisions.

3.12.10

The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this **Paragraph 3.12.10**, the Architect will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

3.13 USE OF SITE

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities and

the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

3.14 CUTTING AND PATCHING

3.14.1
The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly as required by the Contract Documents. All areas requiring cutting, fitting, and patching shall be restored to the condition existing prior to the cutting, fitting and patching, unless otherwise required by the Contract Documents.

3.14.2
The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.

3.15 CLEANING UP

3.15.1
The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

3.15.2
If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Contractor.

3.16 ACCESS TO WORK
The Owner and Architect shall, at all times, have access to the Work in preparation and progress wherever located.

3.17 ROYALTIES, PATENTS AND COPYRIGHTS
The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or

Architect. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect.

3.18 INDEMNIFICATION

3.18.1 INDEMNITY

OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS OWNER, ITS EMPLOYEES, AND ASSIGNS (THE "INDEMNIFIED PARTIES" OR "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS CONTRACT, TO THE EXTENT CAUSED BY THE NEGLIGENT OR WILLFUL ACTS OR OMISSIONS OF THE CONTRACTOR, SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE. CONTRACTOR SHALL NOT BE REQUIRED TO INDEMNIFY, HOLD HARMLESS OR DEFEND THE INDEMNIFIED PARTIES AGAINST A CLAIM CAUSED BY THE NEGLIGENCE OR FAULT, OR THE BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD, OR RULE OF THE INDEMNITEE, OR OTHER PARTY OTHER THAN CONTRACTOR OR ITS AGENT, EMPLOYEE, OR SUBCONTRACTOR OF ANY TIER, EXCEPT THAT CONTRACTOR SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND THE INDEMNIFIED PARTIES AGAINST ANY CLAIMS FOR THE BODILY INJURY OR DEATH OF AN EMPLOYEE OF CONTRACTOR, ITS AGENTS, OR IT SUBCONTRACTORS OF ANY TIER.

3.18.2 INDEMNITY – EMPLOYEE PERSONAL INJURY CLAIMS

TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE INDEMNIFIED PARTIES AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF AN INDEMNIFIED PARTY'S GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, INCLUDING THE DEATH, OF ANY EMPLOYEE OF THE CONTRACTOR, SUBCONTRACTORS, OR ANY SUB-SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE PROJECT SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK OF THIS CONTRACT. CONTRACTOR HEREBY INDEMNIFIES THE INDEMNIFIED PARTIES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE COMPARATIVE OR CONCURRENT NEGLIGENCE OF THE STRICT LIABILITY OF ANY INDEMNIFIED PARTY. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

3.18.3

THE CONTRACTOR'S INDEMNITY OBLIGATIONS UNDER THIS **SECTION 3.18** SHALL ALSO SPECIFICALLY INCLUDE, WITHOUT LIMITATION, ALL FINES, PENALTIES, DAMAGES, LIABILITY, COSTS, EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES) ARISING OUT OF, OR IN CONNECTION WITH, ANY (1) VIOLATION OF OR FAILURE TO COMPLY WITH ANY LAW, STATUTE, ORDINANCE, RULE, REGULATION, CODE OR REQUIREMENT OF A PUBLIC AUTHORITY THAT BEARS UPON THE PERFORMANCE OF THE WORK BY THE CONTRACTOR, A SUBCONTRACTOR, OR ANY PERSON OR ENTITY FOR WHOM EITHER IS RESPONSIBLE, (2) MEANS, METHODS, PROCEDURES, TECHNIQUES, OR SEQUENCES OF EXECUTION OR PERFORMANCE OF THE WORK, AND (3) FAILURE TO SECURE AND PAY FOR PERMITS, FEES, APPROVALS, LICENSES, AND INSPECTIONS AS REQUIRED UNDER THE CONTRACT DOCUMENTS, OR ANY VIOLATION OF ANY PERMIT OR OTHER APPROVAL OF A PUBLIC AUTHORITY APPLICABLE TO THE WORK, BY THE CONTRACTOR, A SUBCONTRACTOR, OR ANY PERSON OR ENTITY FOR WHOM EITHER IS RESPONSIBLE.

ARTICLE 4
ARCHITECT

4.1 GENERAL

4.1.1

The Owner shall retain an architect lawfully licensed to practice architecture or an entity lawfully practicing architecture in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Contract and is referred to throughout the Contract Documents as if singular in number.

4.1.2

Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor and Architect. Consent shall not be unreasonably withheld.

4.1.3

In the event that Owner has not engaged an architect and an architect is not identified in the Contract, but, rather, engages an engineer for the Project, all references made in these General Conditions to the "Architect" shall mean and include the engineer identified as the "Engineer" in the Contract and all duties, responsibilities and limitations of authority of the Architect, as set forth in the Contract Documents, shall apply to the Engineer.

4.2 ADMINISTRATION OF THE CONTRACT

4.2.1

The Architect will provide administration of the Contract as described in the Owner-Architect Agreement. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

4.2.2

The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in **Paragraph 3.3.1**.

4.2.3

On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

4.2.4 COMMUNICATIONS AND CONTRACT ADMINISTRATION

Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to relate relevant communications between Owner and Architect to the Architect. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

4.2.5

If included in Architect's scope of work, the agreement between Owner and Architect, or if requested by the Owner, the Architect will review and certify the amounts due the Contractor

and will issue Certificates for Payment in such amounts based on the Architect's evaluations of the Contractor's Applications for Payment.

4.2.6

To the extent permitted by the agreement between Owner and Architect, the Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect, in consultation with the Owner, will have authority to require inspection or testing of the Work in accordance with **Paragraphs 13.5.2 through 13.5.3**, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect or the Owner to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

4.2.7

To the extent provided in the agreement between Owner and Architect, the Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Owner and Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under **Sections 3.3, 3.5, and 3.12**. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

4.2.8

If requested by Owner, the Architect will prepare Change Orders and Construction Change Directives with the Owner's prior written consent, but the Architect may authorize minor changes in the Work as provided in the agreement between Owner and Architect, or in **Section 7.4**. If requested by Owner, the Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in **Paragraph 3.7.4**.

4.2.9
If requested by Owner, the Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to **Section 9.8**; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to **Section 9.10**; and issue a final Certificate for Payment pursuant to **Section 9.10**.

4.2.10
If the Owner and Architect agree, the Architect will provide one or more project representatives to assist in carrying out the Architect's responsibilities at the site. The duties, responsibilities, and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

4.2.11
If requested by Owner, the Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

4.2.12
Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings.

4.2.13
The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents, and if approved by Owner.

4.2.14
The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5
SUBCONTRACTORS

5.1 DEFINITIONS

5.1.1
A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

5.1.2
A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

5.2 AWARD OF SUBCONTRACTS

5.2.1 FOR CONSTRUCTION MANAGER AT-RISK CONTRACTS
The Construction Manager shall publicly advertise for bids or proposals and receive bids or proposals from trade contractors or Subcontractors for the performance of all major elements of the work other than the minor work that may be included in the general conditions. The Construction Manager may seek to perform portions of the work itself if:

.1 the Construction Manager submits its bid or proposal for those portions of the Work in the same manner as all other trade contractors or Subcontractors; and

.2 the Owner determines that the Construction Manager's bid or proposal provides the best value for the Owner.

.3 **Review of Bids or Proposals.** Construction Manager shall review all trade contractor or Subcontractor bids or proposals in a manner that does not disclose the contents of the bid or proposal during the selection process to a person not employed by the Construction Manager, Architect, Engineer, or Owner. All bids or proposals shall be made available to the Owner on request and to the public after the later of the award of the Contract or the **seventh (7th) business day** after the date of final selection of bids or proposals. If the Construction Manager reviews, evaluates, and recommends to the Owner a bid or proposal from a trade contractor or subcontractor but the Owner requires another bid or proposal to be accepted, the Owner shall compensate the Construction Manager by a change in the Contract Sum, Contract Time, or Cost of the

Work for any additional cost and risk that the Construction manager incurs because of the Owner's requirement that another bid or proposal be accepted.

5.2.2

The Contractor shall not contract with a proposed Subcontractor, person, or entity to whom the Owner has made reasonable objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made a reasonable objection.

5.2.3

If the Owner has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time may be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

5.2.4

The Contractor shall not substitute a Subcontractor, person, or entity previously selected if the Owner makes reasonable objection to such substitution.

5.3 SUBCONTRACTUAL RELATIONS

5.3.1

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by these Documents, assumes toward the Owner. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

5.3.2
All subcontracts shall be in writing and, if requested, Contractor shall provide Owner with copies of executed subcontracts.

5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

5.4.1
The Contract is for Owner's benefit, its successors and assigns who, as well as Contractor, may directly enforce all rights and warranties, express or implied herein, but Subcontractors shall have recourse only against Contractor and not against Owner. Owner may rely solely upon Contractor for enforcement of all Subcontracts. To effect such purpose, Contractor assigns to Owner all right to bring any actions against subcontractors and material vendors without waiver by Owner of his right against Contractor because of defaults, delays and effects for which a subcontractor or material vendor may also be liable, said assignment being effective only if:

.1 Contractor is in default under the Contract Documents; or

.2 Owner has terminated the Contract in accordance with the Contract Documents; and

.3 Only for those subcontract agreements which the Owner accepts by notifying the Subcontractor and Contractor in writing; and

.4 The assignment is subject to the prior rights of the surety, if any, obligated under any bond relating to the Contract.

5.4.2
Upon such assignment, if the Work has been suspended for more than **thirty (30) calendar days**, the Subcontractor's compensation may be equitably adjusted for increases in cost resulting from the suspension.

5.4.3
Upon such assignment to the Owner under this **Section 5.4**, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

5.4.4
The Architect and the Owner shall have the right to request from any Subcontractor at any time during the course of construction, a notarized affidavit stating the amount of monies which have been paid to the Subcontractor as of any certain stipulated date.

ARTICLE 6
CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

6.1.1
The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in **Article 15**.

6.1.2
When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Contract.

6.1.3
The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Owner until subsequently revised.

6.2 MUTUAL RESPONSIBILITY

6.2.1
The Contractor shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

6.2.2
If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect and the Owner apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed

construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

6.2.3
The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a separate contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a separate contractor's delays, improperly timed activities, damage to the Work or defective construction.

6.2.4
The Contractor shall promptly remedy damage the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or separate contractors as provided in **Paragraph 10.2.5**.

6.2.5
The Owner and each separate contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in **Section 3.14**.

6.2.6
All separate contractors shall sign a site access agreement with Contractor setting forth duties, responsibilities, safety, and administrative requirements.

6.3 OWNER'S RIGHT TO CLEAN UP
If a dispute arises among the Contractor, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and allocate the cost among those responsible.

ARTICLE 7
CHANGES IN THE WORK

7.1 GENERAL

7.1.1
Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this **Article 7** and elsewhere in the Contract Documents.

7.1.2
A Change Order shall be based upon agreement among the Owner, Contractor and Architect; a Construction Change Directive requires agreement by the Owner and Architect and may or

may not be agreed to by the Contractor; an order for a minor change in the Work may be issued by the Owner or Architect alone.

7.1.3
Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work. Except as permitted in **Section 7.3** and **Paragraph 9.7.2**, a change in the Contract Sum or the Contract Time shall be accomplished only by Change Order. Accordingly, no course of conduct or dealings between the parties, nor express or implied acceptance of alterations or additions to the Work, and no claim that Owner has been unjustly enriched by any alteration of or addition to the Work, whether or not there is, in fact, any unjust enrichment to the Work, shall be the basis of any Claim to an increase in any amounts due under the Contract Documents or a change in any time period provided for in the Contract Documents.

7.2 CHANGE ORDERS

7.2.1
A Change Order is a written instrument signed by the Owner, Contractor and Architect stating their agreement upon all of the following:

.1 The change in the Work;

.2 The amount of the adjustment, if any, in the Contract Sum; and

.3 The extent of the adjustment, if any, in the Contract Time.

7.2.2
Contractor's Change Order shall set forth in clear and precise detail breakdowns of labor and materials for all trades involved and the estimated impact on the dates of Substantial Completion. Contractor shall furnish supporting data as reasonably requested by Owner.

7.2.3
Agreement on any Change Order shall constitute a final settlement of all matters relating to the change in the Work that is the subject of the Change Order, including, but not limited to, all direct and indirect costs associated with such change and any and all adjustments to the Contract Sum and the construction schedule.

7.3 CONSTRUCTION CHANGE DIRECTIVES

7.3.1
A Construction Change Directive is a written order signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum

or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

7.3.2
A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

7.3.3
If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

.1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;

.2 Unit prices stated in the Contract Documents or subsequently agreed upon;

.3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or

.4 As provided in **Paragraph 7.3.7**.

7.3.4
If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

7.3.5
Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

7.3.6
A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

7.3.7
If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Owner shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Contract, or if no such amount is set forth in the Contract, a reasonable amount. In such case, and also under **Paragraph 7.3.3.3**, the Contractor shall keep and present, in such form as the Owner or Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this **Paragraph 7.3.7** shall be limited to the following:

.1 Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;

.2 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;

.3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;

.4 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and

.5 Additional costs of supervision and field office personnel directly attributable to the change.

7.3.8
The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Owner or the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

7.3.9
Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Owner will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Owner determines to be reasonably justified. The Owner's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of Contractor to disagree and assert a Claim in accordance with **Article 15**.

7.3.10

When the Owner and Contractor agree with a determination made concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

7.4 MINOR CHANGES IN THE WORK

If permitted in the agreement between Owner and Architect, the Architect has authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents.

ARTICLE 8
TIME

8.1 CONTRACT TIME

TIME IS AN ESSENTIAL ELEMENT OF THE CONTRACT. The Contract Time is the time between the dates indicated in the Notice to Proceed for commencement of the Work and for achieving Substantial Completion. The Contract Time can be modified only by Change Order. Failure to achieve Substantial Completion within the Contract Time, as otherwise agreed to in writing, will cause damage to Owner and may subject Contractor to liquidated damages as provided in the Contract. If Contractor fails to achieve Final Completion within **thirty (30) calendar days** after Substantial Completion or a mutually agreed upon longer period of time between Contractor and Owner, Contractor shall be responsible for Owner's additional inspection, project management, and maintenance cost to the extent caused by Contractor's failure to achieve Final Completion.

8.2 NOTICE TO PROCEED

Owner will issue a Notice to Proceed which shall state the dates for beginning the Work and for achieving Substantial Completion of the Work.

8.3 WORK PROGRESS SCHEDULE

Unless indicated otherwise, Contractor shall submit to Owner and Architect the initial Work Progress Schedule for the Work in relation to the entire Project not later than **twenty-one (21) calendar days** after the effective date of the Notice to Proceed. Unless indicated otherwise, the Work Progress Schedule shall be computerized Critical Path Method (CPM) with fully editable logic. This initial schedule shall indicate the dates for starting and completing the various aspects required to complete the Work, including mobilization, procurement, installation, testing, inspection, delivery of Close-out Documents, and acceptance of all the

Work of the Contract. When acceptable to Owner, the initially accepted schedule shall be the Baseline Schedule for comparison to actual conditions throughout the Contract duration.

8.3.1 SCHEDULE REQUIREMENTS

Contractor shall submit electronic and paper copy of the initial Work Progress Schedule reflecting accurate and reliable representations of the planned progress of the Work, the Work to date if any, and of Contractor's actual plans for its completion. Contractor shall organize and provide adequate detail, so the schedule is capable of measuring and forecasting the effect of delaying events on completed and uncompleted activities.

.1 Contractor shall resubmit initial schedule as required to address review comments from Architect and Owner until such schedule is accepted as the Baseline Schedule.

.2 Submittal of a schedule, schedule revision or schedule update constitutes Contractor's representation to Owner of the accurate depiction of all progress to date and that Contractor will follow the schedule as submitted in performing the Work.

8.3.2 SCHEDULE UPDATES

Contractor shall update the Work Progress Schedule and the Submittal Register monthly, as a minimum, to reflect progress to date and current plans for completing the Work, while maintaining original schedule as Baseline Schedule and submit electronic copies of the update to Owner and Architect as directed, but as a minimum with each request for payment. Owner has no duty to make progress payments unless accompanied by the updated Work Progress Schedule. Show the anticipated date of completion reflecting all extensions of time granted through Change Order as of the date of the update. Contractor may revise the Work Progress Schedule when in Contractor's judgment it becomes necessary for the management of the Work. Contractor shall identify all proposed changes to schedule logic to Owner and to Architect via an executive summary accompanying the updated schedule for review prior to final implementation of revisions into a revised Baseline Schedule. Schedule changes that materially impact Owner's operations shall be communicated promptly to Owner and Architect and shall not be incorporated into the revised Baseline Schedule without Owner's consent.

8.3.3

The Work Progress Schedule is for Contractor's use in managing the Work and submittal of the schedule, and successive updates or revisions, is for the information of Owner and to demonstrate that Contractor has complied with requirements for planning the Work. Owner's acceptance of a schedule, schedule update, or revision constitutes Owner's agreement to coordinate its own activities with Contractor's activities as shown on the schedule.

.1 Acceptance of the Work Progress Schedule, or update and/or revision thereto does not indicate any approval of Contractor's proposed sequences and duration.

.2 Acceptance of a Work Progress Schedule update or revision indicating early or late completion does not constitute Owner's consent, alter the terms of the Contract, or waive either Contractor's responsibility for timely completion or Owner's right to damages for Contractor's failure to do so.

.3 Scheduled dates for completion of any activity or the entire Work do not constitute a change in terms of the Contract. Change Orders are the only method of modifying the Substantial Completion Date(s) and Contract Time.

8.4 COMPLETION OF WORK

Contractor is accountable for completing the Work within the Contract Time stated in the Contract, or as otherwise amended by Change Order.

8.4.1

If, in the judgment of Owner, the work is behind schedule and the rate of placement of Work is inadequate to regain scheduled progress to ensure timely completion of the entire Work or a separable portion thereof, Contractor, when so informed by Owner, shall immediately take action to increase the rate of work placement by:

.1 An increase in working forces.

.2 An increase in equipment or tools.

.3 An increase in hours of work or number of shifts.

.4 Expedite delivery of materials.

.5 Other action proposed, if acceptable to Owner.

8.4.2

Within **ten (10) calendar days** after such notice from Owner, Contractor shall notify Owner in writing of the specific measures taken or planned to increase the rate of progress. Contactor shall include an estimate as to the date of scheduled progress recovery and an updated Work Progress Schedule illustrating Contractor's plan for achieving timely completion of the Project. Should Owner deem the plan of action inadequate, Contractor shall take additional steps or make adjustments, as necessary, to its plan of action until it meets with Owner's approval.

8.5 MODIFICATION OF CONTRACT TIME

8.5.1
Delays and extension of time as hereinafter described are valid only if executed in accordance with provisions set forth in **Article 7**.

8.5.2
When a delay defined herein as excusable prevents Contractor from completing the Work within the Contract Time, Contractor is entitled to an extension of time. Owner will make an equitable adjustment and extend the number of days lost because of excusable delay or Weather Days, as measured by Contractor's progress schedule. All extensions of time will be granted in calendar days. In no event, however, will an extension of time be granted for delays that merely extend the duration of non-critical activities without delaying the project Substantial Completion date(s).

.1 A "Weather Day" is a day on which Contractor's current schedule indicates Work is to be done, and on which inclement weather or related site conditions prevent Contractor from performing **seven (7) continuous hours** of Work on the critical path between the hours of 7:00 a.m. and 6:00 p.m.

A. Weather days are excusable delays and, in the event of precipitation, Contractor may claim **one (1) Weather Day** for each day of the duration of the precipitation plus an additional day for each **tenth (1/10th) of an inch** of accumulation as determined by a third-party website agreed upon by Owner and Contractor.

B. At the end of each calendar month, Contractor shall submit to Owner and Architect a list of Weather Days occurring in that month along with documentation of the impact on critical activities. Based on confirmation by Owner, any time extension granted will be issued by Change Order. If Contractor and Owner cannot agree on the time extension, Owner may issue a Construction Change Directive (CCD) for a fair and reasonable time extension.

.2 Excusable Delay. Contractor is entitled to an equitable adjustment of the Contract Time, issued via Change Order, for delays caused by the following:

A. Errors, omissions, and imperfections in design, which Architect corrects by means of changes in the Drawings and Specifications.

B. Unanticipated physical conditions at the Site, which Architect corrects by means of changes to the Drawings and Specifications or for which Owner directs changes in the Work identified in the Contract Documents.

C. Failure of Owner to have secured property, right-of-way, or easements necessary for Work to begin or progress.

D. Changes in the Work that effect activities identified in Contractor's schedule as "critical" to completion of the entire Work, if such changes are ordered by Owner or recommended by Architect and ordered by Owner.

E. Suspension of Work for unexpected natural events, Force Majeure (sometimes called "acts of God"), civil unrest, strikes or other events which are not within the reasonable control of Contractor.

F. Suspension of Work for convenience of Owner, which prevents Contractor from completing the Work within the Contract Time.

G. Administrative delays caused by activities or approval requirements related to an Authority Having Jurisdiction.

8.5.3

Contractor's relief in the event of such delays is the time impact to the critical path as determined by analysis of Contractor's schedule. In the event that Contractor incurs additional direct costs because of the excusable delays other than described in **Subparagraph 8.5.2.2.D** and within the reasonable control of Owner, the Contract Sum and Contract Time are to be equitably adjusted by Owner pursuant to the provisions of **Article 7**.

8.6 NO DAMAGES FOR DELAY

Due to the unique requirements of working within a public facility which may be shared with other user-groups and adjacent to other public facilities, Owner may, at any time, restrict the Work to non-disruptive activities to reduce noise, vibration, air pollution, or any other nuisance, intrusion, or danger affecting adjacent public functions and duties. In each case, Owner will make a good faith effort to provide sufficient advanced notice of restriction to Contractor; and, Contractor shall make a good faith effort to reallocate activities, materials, and forces onsite to avoid delay to the project schedule. Contractor has no claim for monetary damages for delay or hindrances to the work from any cause, including without limitation any act or omission of Owner.

8.7 CONCURRENT DELAY

When the completion of the Work is simultaneously delayed by an excusable delay and a delay arising from a cause not designated as excusable, Contractor may be entitled to a reasonable time extension for the period of concurrent delay, as may be agreed to in writing between Contractor and Owner.

8.8 OTHER TIME EXTENSION REQUESTS

Time extensions requested in association with changes to the Work directed or requested by Owner shall be included with Contractor's proposed costs for such change. Time extensions requested for inclement weather are covered by **Paragraph 8.5.2.1** above. If Contractor believes that the completion of the Work is delayed by a circumstance other than for changes

directed to the Work or weather, they shall give Owner written notice, stating the nature of the delay and the activities potentially affected, within **five (5) calendar days** after the onset of the event or circumstance giving rise to the excusable delay. Contractor shall provide sufficient written evidence to document the delay. In the case of a continuing cause of delay, only one claim is necessary. State claims for extensions of time in numbers of whole or half days.

8.8.1

Within **ten (10) calendar days** after the cessation of the delay, Contractor shall formalize its request for extension of time in writing to include a full analysis of the schedule impact of the delay and substantiation of the excusable nature of the delay. All changes to the Contract Time or made as a result of such claims is by Change Order, as set forth in **Article 7**.

8.8.2

No extension of time releases Contractor or the Surety furnishing a performance or payment bond from any obligations under the Contract or such a bond. Those obligations remain in full force until the discharge of the Contract.

8.8.3 CONTENTS OF TIME EXTENSION REQUESTS

Contractor shall provide with each Time Extension Request a quantitative demonstration of the impact of the delay on project completion time, based on the Work Progress Schedule. Contractor shall include with Time Extension Requests a reasonably detailed narrative setting forth:

.1 The nature of the delay and its cause; the basis of Contractor's claim of entitlement to a time extension.

.2 Documentation of the actual impacts of the claimed delay on the critical path indicated in Contractor's Work Progress Schedule, and any concurrent delays.

.3 Description and documentation of steps taken by Contractor to mitigate the effect of the claimed delay, including, when appropriate, the modification of the Work Progress Schedule.

8.8.4 OWNER'S RESPONSE

Owner will respond to the Time Extension Request by providing to Contractor written notice of the number of days granted, if any, and giving its reason if this number differs from the number of days requested by Contractor.

.1 Owner will not grant time extensions for delays that do not affect the Contract Substantial Completion date.

.2 Owner will respond to each properly submitted Time Extension Request within **fifteen (15) calendar days** following receipt. If Owner cannot reasonably make a determination about Contractor's entitlement to a time extension within that time, Owner will notify Contractor in writing. Unless otherwise agreed by Contractor, Owner has no more than **fifteen (15) additional calendar days** to prepare a final response. If Owner fails to respond within **forty-five (45) calendar days** from the date the Time Extension Request is received, Contractor is entitled to a time extension in the amount requested.

8.9 FAILURE TO COMPLETE WORK WITHIN THE CONTRACT TIME

TIME IS AN ESSENTIAL ELEMENT OF THE CONTRACT. Contractor's failure to substantially complete the Work within the Contract Time or to achieve Substantial Completion as required will cause damage to Owner. These damages shall be liquidated by agreement of Contractor and Owner, in the amount per day as set forth in the Contract.

8.10 LIQUIDATED DAMAGES

Owner may collect liquidated damages due from Contractor directly or indirectly by reducing the Contract Sum in the amount of liquidated damages stated in the Contract.

ARTICLE 9
PAYMENTS AND COMPLETION

9.1 CONTRACT SUM

The Contract Sum is stated in the Contract and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

9.2 SCHEDULE OF VALUES

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price ("GMP"), the Contractor shall submit to the Owner and Architect, before the first Application for Payment, a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. This schedule, unless objected to by the Owner, shall be used as a basis for reviewing the Contractor's Applications for Payment.

9.3 APPLICATIONS FOR PAYMENT

9.3.1

As provided in the Contract and in the Contract Documents, the Contractor shall submit to the Owner and Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under **Section 9.2**., for completed portions of the Work. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner or Architect may require, such as copies of

requisitions from Subcontractors and material suppliers, and shall reflect retainage if provided for in the Contract Documents.

.1 As provided in **Paragraph 7.3.9**, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Owner or the Architect, but not yet included in Change Orders.

.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or material supplier, unless such Work has been performed by others whom the Contractor intends to pay.

.3 If requested by Owner or required elsewhere in the Contract Documents, Each Application for Payment shall be accompanied by the following, all in a form and substance satisfactory to the Owner:

a) With each Application for Payment: a current Sworn Statement from the Contractor setting forth all Subcontractors and all material suppliers with whom the Contractor has subcontracted, the amount of each such subcontract, the amount requested for any Subcontractor or material supplier in the Application for Payment, and the amount to be paid to the Contractor from such progress payment;

b) With each Application for Payment: a duly executed Conditional Waiver and Release on Progress Payment from the Contractor and Subcontractors establishing receipt of payment or satisfaction of the payment requested by the Contractor in the current Application for Payment;

c) Commencing with the second Application for Payment submitted by the Contractor, a duly executed Unconditional Waiver and Release on Progress Payment from Contractor and all Subcontractors, material suppliers and, where appropriate, lower tier subcontractors that have billed more than **five thousand dollars ($5,000)** on a single application of payment, establishing receipt of payment or satisfaction of payment of all amounts requested on behalf of such entities and disbursed prior to submittal by the Contractor of the current Application for Payment;

d) With the Final Application for Payment: Contractor shall submit a Conditional Waiver and Release on Final Payment as required by **Texas Property Code, §53.284**. Upon receipt of final payment, Contractor shall submit an Unconditional Waiver and Release on Final Payment as required by **Texas Property Code, §53.284**; and

e) Such other information, documentation, and materials as the Owner, or the title insurer may require in order to ensure that Owner's property is free of lien claims. Such other documents may include, without limitation, original copies of lien or bond claim releases suitable for filing with the County Clerk in Williamson County, Texas.

9.3.2

Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

9.3.3

The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, bond claims, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

.1 The Contractor further expressly undertakes to defend Owner, at the Contractor's sole expense, against any actions, lawsuits, or proceedings brought against Owner as a result of liens filed against the Work, the site of any of the Work, the Project site and any improvements thereon, or any portion of the property of any of Owner (referred to collectively as "liens" in this **Paragraph 9.3.3**), provide the Owner has paid Contractor pursuant to the requirements of the Contract Documents. The Contractor hereby agrees to indemnify and hold Owner harmless against any such liens or claims of lien and agrees to pay any judgment or lien resulting from any such actions, lawsuits, or proceedings.

.2 The Owner shall release any payments withheld due to a lien or bond claims if the Contractor obtains security acceptable to the Owner, however, the Contractor shall not be relieved of any responsibilities or obligations under this **Paragraph 9.3.3**, including, without limitation, the duty to defend and indemnify Owner.

.3 Retainage. The Owner shall withhold from each progress payment, as retainage, **five percent (5%)** of the total earned amount. Retainage so withheld shall be managed in conformance with **Texas Government Code, Chapter 2252, Subchapter B**. Any request for reduction or release of retainage shall be accompanied by written consent of the Contractor's Surety. No such request shall be made until the Contractor has earned at least **sixty-five percent (65%)** of the total Contract Sum.

.4 For purposes of **Texas Government Code, §2251.021 (a)(2)**, the date the performance of service is completed is the date when the Owner's representative approves the Application for Payment.

9.4 CERTIFICATES FOR PAYMENT

9.4.1

The Architect will, within **seven (7) business days** after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in **Paragraph 9.5.1**.

9.4.2

The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data comprising the Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

9.5 DECISIONS TO WITHHOLD CERTIFICATION

9.5.1

The Owner or Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Owner or Architect's opinion the representations to the Owner required by **Paragraph 9.4.2** cannot be made. If the Owner or Architect is unable to certify payment in the amount of the Application, the Owner or Architect will notify the Contractor. If the Contractor and Architect, or Contractor and Owner, as the case may be, cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount that can be certified. The Owner or Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Owner or Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in **Paragraph 3.3.2**, because of

.1 defective Work not remedied;

.2 third party claims filed or reasonable evidence indicating probable filing of such claims;

.3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;

.4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;

.5 damage to the Owner or a separate contractor;

.6 failure to maintain the scheduled progress, or reasonable evidence that the Work will not be completed within the Contract Time;

.7 failure to comply with the requirements of **Texas Government Code, Chapter 2258** (Prevailing Wage Law);

.8 failure to include sufficient documentation to support the amount of payment requested for the Project;

.9 failure to obtain, maintain, or renew insurance coverage, payment/performance bonds or warranty bond required by the Contract Documents; or

.10 repeated failure to carry out the Work in accordance with the Contract Documents.

9.5.2
When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

9.6 PROGRESS PAYMENTS

9.6.1
The Owner shall make payment in the manner and within the time provided in the Contract Documents and in accordance with **Texas Government Code, Chapter 2251**.

9.6.2
The Contractor shall pay each Subcontractor no later than **ten (10) calendar days** after receipt of payment from the Owner the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

9.6.3
The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within **seven (7) calendar days**, the Owner shall have the right to contact Subcontractors to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor, except as may otherwise be required by law.

9.6.4
Contractor payments to material and equipment suppliers shall be treated in a manner similar to that provided in **Paragraph 9.6.2**.

9.6.5
A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

9.7 FAILURE OF PAYMENT

9.7.1
If the Architect is required to issue Certificates for Payment and, through no fault of the Contractor, the Architect fails to timely issue Certificates for Payment in the time permitted in the Contract Documents, or if the Owner does not pay the Contractor by the date established in the Contract Documents, then the Contractor may, upon **twenty-one (21)**

business days written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received.

9.7.2

If the Owner is entitled to reimbursement or payment from the Contractor under or pursuant to the Contract Documents, such payment shall be made promptly upon demand by the Owner. Notwithstanding anything contained in the Contract Documents to the contrary, if the Contractor fails to promptly make any payment due the Owner, or if the Owner incurs any costs and expenses to cure any default of the Contractor or to correct defective work, the Owner shall have an absolute right to offset such amount against the Contract Sum and may, in the Owner's sole discretion, elect either to (1) deduct an amount equal to that which the Owner is entitled from any payment then or thereafter due the Contractor from the Owner, or (2) issue a written notice to the Contractor reducing the Contract Sum by an amount equal to that which the Owner is entitled.

9.8 SUBSTANTIAL COMPLETION

9.8.1

Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use; provided, however, that as a condition precedent to Substantial Completion, the Owner has received all certificates of occupancy and any other permits, approvals, licenses, and other documents from any governmental authority having jurisdiction thereof necessary for the beneficial occupancy of the Project.

9.8.2

When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Owner and Architect a comprehensive list of items to be completed or corrected prior to final payment (punch list). Failure to include an item on the punch list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

9.8.3

Upon receipt of the Contractor's punch list, the Owner and Architect will examine the Work to determine whether the Work or designated portion thereof is substantially complete. If the Owner and/or Architect's examination discloses any item, whether or not included on the Contractor's punch list, that is not sufficiently complete in accordance with the Contract Documents, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Owner or Architect. In such case, the Contractor shall then submit a request for another examination by the Owner or Architect to determine Substantial Completion.

9.8.4
When the Work or designated portion thereof is substantially complete, the Architect, if required by the Contract Documents, or Owner will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Unless otherwise provided, Contractor shall complete all items on the punch list within **thirty (30) calendar days** of Substantial Completion. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

9.8.5
The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage.

9.9 PARTIAL OCCUPANCY OR USE

9.9.1
The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under **Paragraph 11.3.1.5**, the surety, and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under **Paragraph 9.8.2**. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld.

9.9.2
Immediately prior to partial occupancy or use, the Owner, Contractor and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

9.9.3
Partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

9.10 FINAL COMPLETION AND FINAL PAYMENT

9.10.1

Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Owner and Architect will make such inspection and, when the Owner and Architect find the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in **Paragraph 9.10.2** as precedent to the Contractor's being entitled to final payment have been fulfilled. All warranties and guarantees required under or pursuant to the Contract Documents shall be assembled and delivered by the Contractor to the Architect as part of the final Application for Payment. The final Certificate for Payment will not be issued by the Architect until all warranties and guarantees have been received and accepted by the Owner.

9.10.2

Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Owner and Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work have been paid or otherwise satisfied, within the period of time required by **Texas Government Code, Chapter 2251**, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least **thirty (30) business days** prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety to final payment, (5) a warranty bond in a form acceptable to Owner, and (6) other data establishing payment or satisfaction of obligations, such as receipts, unconditional full and final releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner.

9.10.3

The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

.1 Claims, security interests or encumbrances arising out of the Contract and unsettled;

.2 failure of the Work to comply with the requirements of the Contract Documents; or

.3 terms of warranties required by the Contract Documents.

9.10.4

Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10
PROTECTION OF PERSONS AND PROPERTY

10.1 SAFETY PRECAUTIONS AND PROGRAMS

The Contractor and its Subcontractors shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

10.2 SAFETY OF PERSONS AND PROPERTY

10.2.1

The Contractor and its subcontractors shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to

.1 employees on the Work and other persons who may be affected thereby;

.2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and

.3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement during construction.

10.2.2

The Contractor and its Subcontractors shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury, or loss. Notwithstanding any language to the contrary, the Owner shall not have any responsibility for job site inspections or safety recommendations. Any inspections or observations by the Owner or the Architect are solely for the benefit of the Owner and shall not create any duties or obligations to anyone else.

10.2.3

The Contractor and its Subcontractors shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection,

including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

10.2.4

When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

10.2.5

The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in **Paragraphs 10.2.1.2 and 10.2.1.3** caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under **Paragraphs 10.2.1.2 and 10.2.1.3**, except damage or loss attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under **Section 3.18**.

10.2.6

The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

10.2.7

The Contractor and its Subcontractors shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding **twenty-one (21) calendar days** after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

10.2.9

When all or a portion of the Work is suspended for any reason, the Contractor shall securely fasten down all covering and fully protect the Work, as necessary, from injury or damage by any cause.

10.2.10
The Contractor shall promptly report 8.7 to the Owner and Architect all accidents arising out of or in connection with the Work that cause death, personal injury, or property damage.

10.3 HAZARDOUS MATERIALS

10.3.1
The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing.

10.3.2
Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written notice from the Owner.

10.3.3
The Owner shall not be responsible under this **Section 10.3** for materials or substances the Contractor brings to the site unless such materials or substances are expressly required by the Contract Documents. The Owner shall be responsible for materials or substances expressly required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

10.3.4
The Contractor shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Contractor brings to the site or negligently handles, or (2) where the Contractor fails to perform its obligations under **Paragraph 10.3.1**, except to the extent that the cost and expense are due to the Owner's fault or negligence.

10.4 EMERGENCIES
In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time, if any, claimed by the Contractor on account of an emergency shall be determined as provided in **Article 7** and **Article 15**.

ARTICLE 11
INSURANCE AND BONDS

11.1 CONTRACTOR'S LIABILITY INSURANCE

11.1.1

The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

.1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;

.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;

.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;

.4 Claims for damages insured by usual personal injury liability coverage;

.5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;

.6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;

.7 Claims for bodily injury or property damage arising out of completed operations, which coverage shall be maintained for no less than **four (4) years** following final payment; and

.8 Claims involving contractual liability insurance applicable to the Contractor's obligations under **Section 3.18**.

11.1.2

The insurance required by **Paragraph 11.1.1** shall be written for not less than limits of liability specified in the Contract or the Contract Documents. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of

commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

11.1.3

Unless otherwise provided, copies of the insurance policies, in form acceptable to the Owner, shall be provided to Owner within **thirty (30) calendar days** of Owner's request. Except as otherwise provided, all of the policies provided shall name Owner as an additional insured, and such policies shall immediately deliver to Owner copies of all such insurance policies, together with certificates by the insurer evidencing Owner's coverage there under. Each policy of insurance obtained by Contractor pursuant to the Contract Documents shall provide, by endorsement or otherwise (1) that such policy shall not be canceled, endorsed, altered or reissued to effect a change in coverage for any reason or to any extent whatsoever unless the insurer shall have first given Owner and Lender at least **thirty (30) calendar days** prior written notice thereof, and (2) that Owner may, but shall not be obligated to, make premium payments to prevent the cancellation, endorsement, alteration or reissuance of such policy and such payments shall be accepted by the insurer to prevent the same. Such policies shall provide, by endorsement or otherwise, that Contractor shall be solely responsible for the payment of all premiums under the policies, and that Owner shall have no obligation for the payment thereof, notwithstanding that Owner is named as additional insured under the policy. Any insured loss or claim of loss shall be adjusted to the Owner, and any settlement payments shall be made payable to the Owner as a trustee for the insureds, as their interests may appear. Upon the occurrence of an insured loss or claim of loss, monies received will be held by Owner who shall make distribution in accordance with an agreement to be reached in such event between Owner and Contractor. If the parties are unable to agree between themselves on the settlement of the loss, such dispute shall be resolved in accordance with **Article 15**, below, but the Work of the Project shall nevertheless progress during any such period of dispute without prejudice to the rights of any party to the dispute. The Contractor shall be responsible for any loss within the deductible area of the policy. If Owner is damaged by the failure of Contractor to purchase or maintain such insurance, then Contractor shall bear all costs properly attributable thereto. The Contractor shall affect and maintain similar property insurance on portions of the Work stored off the site or in transit when such portions of the Work are to be included. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until Final Completion of the Project.

11.1.4

The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and

(2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

11.2 OWNER'S LIABILITY INSURANCE

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

11.3 PROPERTY INSURANCE

11.3.1

Unless otherwise provided in the Contract Documents, the Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in **Section 9.10** or until no person or entity other than the Owner has an insurable interest in the property required by this **Section 11.3** to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

.1 Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss as well as coverage for building materials while in transit or building materials suitably stored at a temporary location. Property insurance provided by the Contractor shall not cover any tools, apparatus, machinery, scaffolding, hoists, forms, staging, shoring, and other similar items commonly referred to as construction equipment that may be on the site and the capital value of which is not included in the Work. The Contractor shall make its own arrangements for any insurance it may require on such construction equipment. Any such policy obtained by the Contractor under this **Paragraph 11.3.1** shall include a waiver of subrogation in accordance with the requirements of **Paragraph 11.3.4**.

.2 If the Contractor does not intend to purchase such property insurance required by the Contract and with all of the coverages in the amount described above, the Contractor shall so inform the Owner in writing prior to commencement of the Work. If the

Owner is damaged by the failure or neglect of the Contractor to purchase or maintain insurance as described above, without so notifying the Owner in writing, then the Contractor shall bear all reasonable costs properly attributable thereto.

.3 Contractor shall be responsible for any deductibles to the extent that the loss arose out of or was cause by Contractor's negligence or breach of the Contract.

.4 This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.

.5 Partial occupancy or use in accordance with **Section 9.9** shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

11.3.2 WAIVERS OF SUBROGATION

The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect's consultants, separate contractors described in **Article 6**, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent of actual recovery of any insurance proceeds under any property insurance obtained pursuant to this **Section 11.3** or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance. However, this waiver shall not apply to property insurance purchased by Owner after completion of the Work or Final Payment, whichever comes first. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in **Article 6**, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

11.3.3

A loss insured under the property insurance shall be adjusted in good faith and made payable to the Owner in good faith for the insureds, as their interests may appear. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor,

and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

11.4 BONDS

11.4.1

The Contractor is required to tender to Owner, prior to commencing the Work, performance and payment bonds, as required by law. In the event Contractor fails to provide such bonds within the time provided by the Contract, Owner may immediately, upon notice of such failure, or within a reasonable time thereafter, at its sole option and discretion: (1) void this Contract in its entirety; or (2) procure such bonds on behalf of the Contractor, deducting such amounts from the Contract Sum. In the event Owner voids the Contract under this **Section 11.4**, Contractor may forfeit its bid bond.

11.4.2

A Performance Bond is required if the Contract Sum is in excess of **fifty thousand dollars ($50,000)**. The performance bond is solely for the protection of the Owner, in the full amount of the Contract Sum and conditioned on the faithful performance of the Work in accordance with the Contract Documents. The form of the bond shall be approved by the Owner.

11.4.3

A Payment Bond is required if the Contract Sum is in excess of **twenty-five thousand dollars ($25,000)**. A payment bond is payable to the Owner, in the full amount of the Contract Sum and solely for the protection and use of payment bond beneficiaries who have a direct contractual relationship with the Contractor or a supplier of required materials or labor. The form of bond shall be approved by the Owner.

11.4.4 Warranty Bond.

Prior to final payment, Contractor shall provide Owner with a Warranty Bond in the sum of **ten percent (10%)** of the Contract Sum or **ten percent (10%)** of the GMP for Construction Manager At-Risk Contracts for **twelve (12) months** from Substantial Completion of the Work. The form of bond shall be approved by the Owner.

11.4.5

Corporate sureties authorized to issue bonds shall be qualified and comply with relevant provisions of the Texas Insurance Code.

11.4.6

Each bond shall be executed by a corporate surety or sureties authorized to do business in the State of Texas and acceptable to the Owner. If any bond is for more than **ten percent (10%)** of the surety's capital and surplus, the Owner may require certification that the company has reinsured the excess portion with one or more reinsurers authorized, accredited, or trusteed to do business in the State. A reinsurer may not reinsure for more than **ten percent (10%)** of

its capital and surplus. If a surety upon a bond loses its authority to do business in the State, the Contractor shall within **thirty (30) calendar days** after such loss furnish a replacement bond at no added cost to the Owner.

11.4.7
Each bond shall be accompanied by a valid Power-of-Attorney (issued by the surety company and attached, signed and sealed with the corporate embosses seal, to the bond) authorizing the attorney in fact who signs the bond to commit the company to the terms of the bond, and stating any limit in the amount for which the attorney can issue a single bond.

11.4.8
The process of requiring and accepting bonds and making claims thereunder shall be conducted in compliance with **Texas Government Code, Chapter 2253**. If for any reason a statutory payment or performance bond is not honored by the surety, the Contractor shall fully indemnify and hold the Owner harmless of and from any costs, losses, obligations or liabilities it incurs as a result.

11.4.9
Owner shall furnish certified copies of a payment bond and the related Contract between Owner and Contractor to any qualified person seeking copies who complies with **Texas Government Code, §2253.026**.

11.4.10 Claims on Payment Bonds.
Claims on payment bonds must be sent directly to the Contractor and its surety in accordance with Texas Government Code, §2253.041. All Payment Bond claimants are cautioned that no lien exists on the funds unpaid to the Contractor on such contract, and that reliance on notices sent to the Owner may result in loss of their rights against the Contractor and/or its surety. The Owner is not responsible in any manner to a claimant for collection of unpaid bills, and accepts no such responsibility because of any representation by any agent or employee.

11.4.11 Payment Claims when Payment Bond not Required.
When the value of the Contract between Owner and the Contractor is less than twenty-five thousand dollars ($25,000), claimants and their rights are governed by Texas Property Code, §53.231-239. These provisions set out the requirements for filing a valid lien on funds unpaid to the Contractor as of the time of filing the claim, actions necessary to release the lien and satisfaction of such claims.

11.4.12
Sureties shall be listed on the **Department of the Treasury's Listing of Approved Sureties** stating companies holding Certificates of Authority as acceptable sureties on Federal Bonds and acceptable reinsuring companies (Department Circular 570).

11.5 GENERAL REQUIREMENTS

11.5.1
Unless otherwise provided in the Contract Documents, all insurance coverage procured by the Contractor shall be provided by insurance companies having policy holder ratings no lower than "A" and financial ratings not lower than "VIII" in the Best's Insurance Guide, the latest edition in effect as of the date of the Contract, and subsequently in effect at the time of renewal of any policies required by the Contract Documents.

11.5.2
If the Owner is damaged by failure of the Contractor to purchase or maintain insurance required under this **Article 11**, then the Contractor shall bear all reasonable costs (including attorneys' fees and court and settlement expenses) properly attributable thereto.

ARTICLE 12
UNCOVERING AND CORRECTION OF WORK

12.1 UNCOVERING OF WORK

12.1.1
If a portion of the Work is covered contrary to the Owner or Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Owner or Architect, be uncovered for examination and be replaced at the Contractor's expense without change in the Contract Time. If prior to the date of Substantial Completion the Contractor, a Subcontractor, or anyone for whom either is responsible uses or damages any portion of the Work (other than start-up), including, without limitation, mechanical, electrical, plumbing, and other building systems, machinery, equipment, or other mechanical device, the Contractor shall cause such item to be restored to "like new" condition at no expense to the Owner.

12.1.2
If a portion of the Work has been covered that the Owner or Architect has not specifically requested to examine prior to its being covered, the Owner or Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

12.2 CORRECTION OF WORK

12.2.1

The Contractor shall promptly correct Work rejected by the Owner or Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

12.2.2 AFTER SUBSTANTIAL COMPLETION

.1 In addition to the Contractor's obligations under **Section 3.5**, if, within **one (1) year** after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under **Paragraph 9.9.1**, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so. The Owner shall give such notice promptly after discovery of the condition. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may, without prejudice to any other remedies, correct it in accordance with **Section 2.4** or file a claim with the surety of any applicable warranty bond.

.2 The **one (1)-year** period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

12.2.3

The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

12.2.4

The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

12.2.5

Nothing contained in this **Section 12.2** shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the **one (1)-year** period for correction of Work as described in **Paragraph**

12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

12.3 ACCEPTANCE OF NONCONFORMING WORK

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13
MISCELLANEOUS PROVISIONS

13.1 GOVERNING LAW

The Contract shall be governed by the law of Williamson County, Texas.

13.2 SUCCESSORS AND ASSIGNS

The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Except as provided in the Contract Documents or by law, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

13.3 WRITTEN NOTICE

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

13.4 RIGHTS AND REMEDIES

13.4.1

Except as expressly provided in the Contract Documents, duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

13.4.2

No action or failure to act by the Owner, Architect or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act

constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.

13.5 TESTS AND INSPECTIONS

13.5.1

Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority. The Contractor shall give the Owner and Architect timely notice of when and where tests and inspections are to be made so that the Owner and Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Contractor.

13.5.2

If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under **Paragraph 13.5.1**, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Owner and Architect of when and where tests and inspections are to be made so that the Owner and Architect may be present for such procedures.

13.5.3

If such procedures for testing, inspection or approval under **Paragraphs 13.5.1 and 13.5.2** reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure including those of repeated procedures and compensation for the Architect's services and expenses shall be at the Contractor's expense. The Contractor also agrees the cost of testing services related to remedial operations performed to correct deficiencies in the Work, shall be borne by the Contractor.

13.5.4

Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Owner and Architect.

13.5.5
If the Architect is to observe tests, inspections or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

13.5.6
Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

13.6 INTEREST
The rate of interest that accrues on an overdue payment is the rate in effect on September 1 of the fiscal year in which the payment becomes overdue. The rate in effect on September 1 is equal to the sum of:

13.6.1
one percent (1%); and

13.6.2
the prime rate as published in the Wall Street Journal on the **first (1st) day of July** of the preceding fiscal year that does not fall on a Saturday or Sunday pursuant to **Texas Government Code, §2251.025**.

13.7 TIME LIMITS ON CLAIMS
The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the time limits provided by law. Nothing herein shall be construed as shortening the period of time Owner has for commencing claims to less than what is required by law.

13.8 APPLICATION TO SUBCONTRACTS
Any specific requirement in the Contract that the responsibilities or obligations of Contractor also apply to a Subcontractor is added for emphasis and are also hereby deemed to include a Subcontractor of any tier. The omission of a reference to a Subcontractor in connection with any of Contractor's responsibilities or obligations shall not be construed to diminish, abrogate or limit any responsibilities or obligations of a Subcontractor of any tier under the Contract Documents or the applicable subcontract.

13.9 GENERAL PROVISIONS

13.9.1
All personal pronouns used in the Contract, whether used in the masculine, feminine, or neuter gender, shall include all other genders; and the singular shall included the plural and vice versa. Titles of articles, sections, and paragraphs are for convenience only and neither

limit nor amplify the provisions of the Contract. The use herein of the word "including," when following any general statement, term, or matter, shall not be construed to limit such statement, term, or matter to the specific items or matters set forth immediately following such word or to similar items or matters, whether or not non-limiting language (such words as "without limitation," or "but not limited to," or words of similar import) is used with reference thereto, but rather shall be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such general statement, term, or matter.

13.9.2

Wherever possible, each provision of this Contract shall be interpreted in a manner as to be effective and valid under applicable law. If, however, any provision of this Contract, or portion thereof, is prohibited by law or found invalid under any law, only such provision or portion thereof shall be ineffective, without in any manner invalidating or affecting the remaining provisions of this Contract or valid portions of such provision, which are hereby deemed servable.

13.10 NO ORAL WAIVER

The Provisions of the Contract Documents shall not be changed, amended, waived, or otherwise modified in any respect except by a writing signed by Owner. No person is authorized on behalf of Owner to orally change, amend, waive, or otherwise modify the terms of the Contract Documents or any of the Contractor's duties or obligations under or arising out of the Contract Documents. Any change, waiver, approval, or consent granted to the Contractor shall be limited to the specific matters stated in the writing signed by Owner, and shall not relieve Contractor of any other of the duties and obligations under the Contract Documents. No "constructive" changes shall be allowed.

13.11 TEXAS PUBLIC INFORMATION ACT

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

13.12 EQUAL OPPORTUNITY IN EMPLOYMENT

The Contractor agrees that during the performance of the Contract it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or

national origin. The Parties will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship.

13.13 SECURED FACILITIES

In the event any Work is performed in, on or around a secured facility owned or operated by Owner (*i.e.* Owner's jail, juvenile center, detention center, etc.), Contractor shall be required to obtain and provide to Owner background checks of each individual (employees and representatives of Contractor, Subcontractors and Sub-Subcontractors) who performs any Work at a secured facility prior to such individual's access to a secured facility. Owner shall have a right to refuse access to any individual who has a criminal history that would possibly jeopardize the safety and security of a secured facility.

ARTICLE 14
TERMINATION OR SUSPENSION OF THE CONTRACT

14.1 TERMINATION BY THE CONTRACTOR

14.1.1

The Contractor may terminate the Contract if the Work is stopped for a period of **ninety (90) consecutive days** through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:

.1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;

.2 An act of government, such as a declaration of national emergency that requires all Work to be stopped; or

.3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in **Paragraph 9.4.1**, or because the Owner has not made payment on an undisputed Certificate for Payment within the time stated in the Contract Documents.

14.1.2

The Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, repeated suspensions, delays or interruptions of the entire Work by the Owner as described

in **Section 14.3** constitute in the aggregate more than **one hundred percent (100%)** of the total number of days scheduled for completion, or **one hundred twenty (120) days** in any **three hundred sixty-five (365)-day** period, whichever is less.

14.1.3
If one of the reasons described in **Paragraph 14.1.1 or 14.1.2** exists, the Contractor may, upon **thirty (30) business days** written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

14.2 TERMINATION BY THE OWNER FOR CAUSE

14.2.1
The Owner may terminate the Contract if the Contractor

.1 fails to commence the Work in accordance with the provisions of the Contract,

.2 fails to prosecute the Work to completion thereof in a diligent, efficient, timely, workmanlike, skillful and careful manner and in strict accordance with the provisions of the Contract,

.3 fails to use an adequate amount or quality of personnel or equipment to complete the Work without undue delay,

.4 fails to perform any of its obligations under the Contract,

.5 fails to make prompt payments when due to its Subcontractors and Suppliers, or as required by **Texas Government Code, Chapter 2251**,

.6 files any petition or other pleading seeking any relief under any provisions of the Federal Bankruptcy Act, as amended, or any other federal or state statute or law providing for reorganization of debts or other relief from creditors, permits a receiver or other person to be appointed on account of its insolvency or financial condition, or becomes insolvent,

.7 creates any situation or state of facts which would authorize or permit an involuntary petition in bankruptcy to be filed against Contractor, or

.8 has not met or in Owner's opinion will not meet the dates of Substantial Completion set forth in the Contract Documents.

14.2.2
When any of the above reasons exist, the Owner, in its sole and absolute discretion, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, **thirty (30) calendar days** written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

.1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;

.2 Accept assignment of subcontracts pursuant to **Section 5.4**; and

.3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

14.2.3
When the Owner terminates the Contract for one of the reasons stated in **Paragraph 14.2.1**, the Contractor shall not be entitled to receive further payment until the Work is finished. In the event that a final decision under **Article 15**, below, is rendered that sufficient cause did not exist for termination under this **Section 14.2**, then the termination shall be considered a termination for convenience, under **Section 14.4**, below.

14.2.4
If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages and costs incurred by the Owner in finishing the Work and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner.

14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

14.3.1
The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

14.3.2
The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in **Paragraph 14.3.1**. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

.1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or

.2 that an equitable adjustment is made or denied under another provision of the Contract.

14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

14.4.1
The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

14.4.2
Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall

.1 cease operations as directed by the Owner in the notice;

.2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and

.3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

14.4.3
For Construction Manager At-Risk Contracts, upon such termination, the Contractor shall recover the amounts provided in **Paragraph 12.1.3** of the Contract between Owner and Construction Manager-At-Risk. For all other contracts, upon such termination, Contractor shall recover costs of the Work executed, including reasonable overhead and profit, costs incurred to and including the date of termination, will be due and payable in accordance with the Contract Documents.

ARTICLE 15
CLAIMS AND DISPUTES

15.1 CLAIMS

15.1.1 DEFINITION
A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

15.1.2 NOTICE OF CLAIMS

Claims for events arising during the performance of the Work by Contractor must be initiated by written notice to the other party with a copy sent to the Owner; provided, however, that the claimant shall use its best efforts to furnish the other party, as expeditiously as possible, with notice of any Claim including, without limitation, those in connection with concealed or unknown conditions, once such claim is recognized, and shall take steps to mitigate the alleged or potential damages, delay, or other adverse consequences arising out of the condition that is the cause of such a Claim. Claims by Contractor must be initiated within **ten (10) business days** after occurrence of the event giving rise to such Claim or within **ten (10) business days** after the claimant first recognizes the condition giving rise to the Claim, whichever is later. Claims may also be reserved in writing within the time limits set forth in this **Paragraph 15.1.2**. Any notice of Claim or reservation of Claim must clearly identify the alleged cause and the nature of the Claim and include data and information available to the claimant that will facilitate prompt verification and evaluation of the Claim.

15.1.3 CONTINUING CONTRACT PERFORMANCE

Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in **Section 9.7** and **Article 14**, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents. The Architect will prepare Change Orders and issue Certificates for Payment in accordance with the Contract Documents.

15.1.4 CLAIMS FOR ADDITIONAL COST

If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under **Section 10.4**.

15.1.5 CLAIMS FOR ADDITIONAL TIME

.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction.

15.2 MEDIATION

15.2.1
Claims, disputes, or other matters in controversy arising out of or related to the Contract except those waived shall be subject to mediation as a condition precedent to seeking redress in a court of competent jurisdiction.

15.2.2
The parties shall endeavor to resolve their Claims by mediation, which shall consist of a single mediator who is knowledgeable about the subject matter of the Contract. A request for mediation shall be made in writing, delivered to the other party to the Contract.

15.2.3
The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Williamson County, Texas. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

15.2.4
All disputes not resolved through mediation shall be decided in litigation in Williamson County, Texas.

15.2.5 NO WAIVER OF IMMUNITY
Nothing in the Contract Documents shall be deemed to waive, modify or amend any legal defense available at law or in equity to Owner, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Owner does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

VAUGHN
CONSTRUCTION

6604 N. Lamar
Austin, TX 78752
Telephone:
(512) 318-1332

Facsimile:
(512) 681-9752

Date: July 8, 2024

Attention: Williamson County, Texas
Mr. Thomas Crockett
3901 SE Inner Loop
Georgetown, TX 78626

Reference: OMNIA R200107 - Williamson County Jester Annex
Landscaping Modifications

Mr. Crockett,

We respectfully submit our Proposal for the Williamson County Jester Annex Landscaping Modifications project in the amount of Forty-Two Thousand Nine Hundred Forty-Five and 00/100 ($42,945.00) dollars.

Our Pricing includes the following scopes of work:

1. On site supervision & safety measures
2. Payment and Performance Bonds
3. Temporary project site containment measures
4. Performing work during normal hours
5. Proposal includes a 1 year workmanship warranty
6. Excavate around the North/East side of the building to provide proper drainage.
7. Provide river rock at two exterior doors on the east side of the building.
8. Install new sod at the disturbed areas.
9. Repair existing irrigation at the locations of the excavation.

Our Pricing Excludes

1. Utility locating
2. Utility relocation
3. Mold remediation
4. Building or site sealants
5. Modifications to any sidewalks
6. New concrete work
7. Repairs to existing irrigation system that were not disturbed during construction
8. Locating or removing asbestos or other hazardous materials
9. Subgrade prep or re-stabilization
10. Fencing around the parking lot
11. Badging and Background Check fees
12. Permits

Pricing is valid for Thirty (15) Days only.
Thank you for the opportunity and please call me with any questions.

Very truly yours,
J.T. Vaughn Construction, LLC

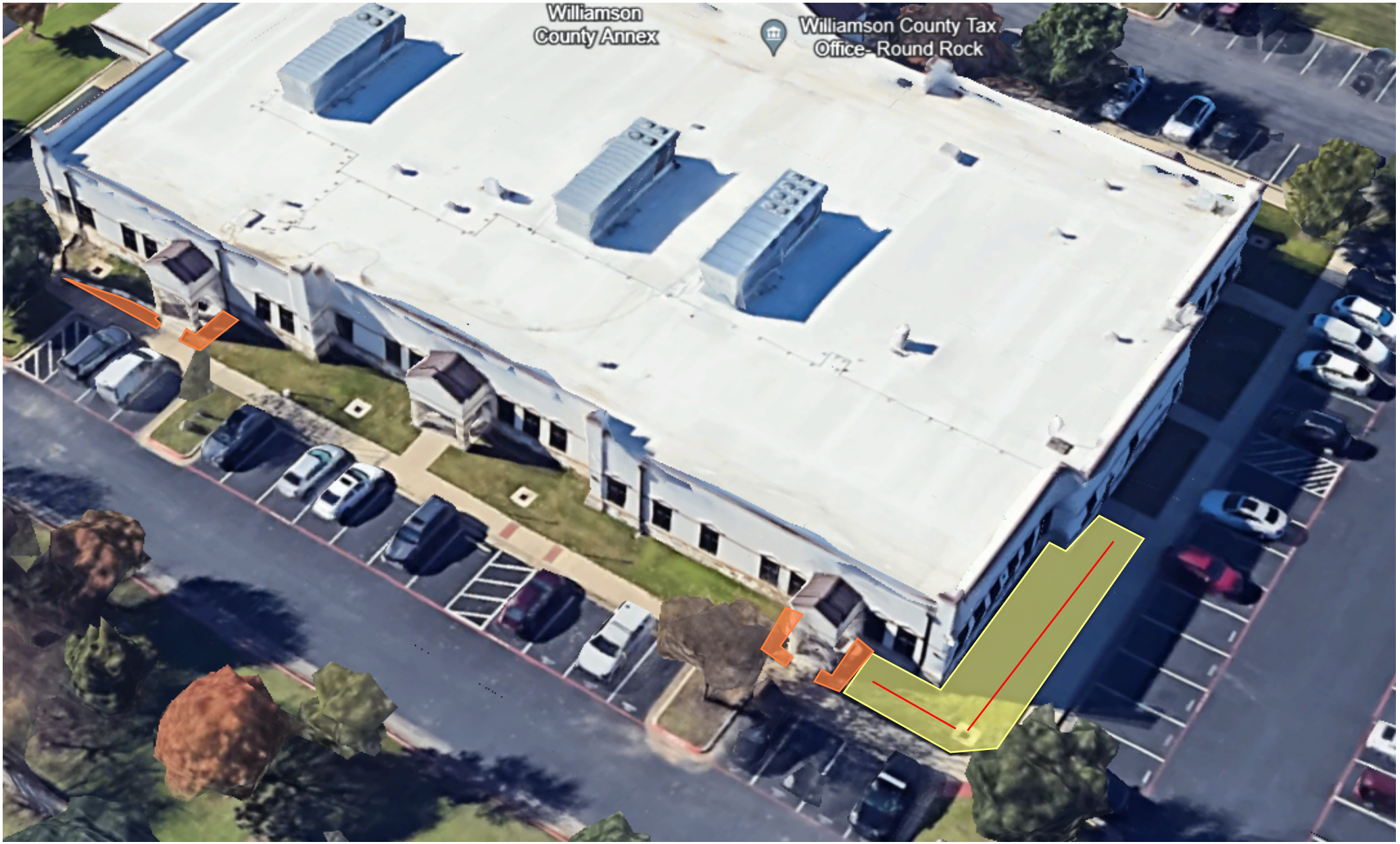
Doug Boram
512-663-7461
dougboram@vaughnconstruction.com

VAUGHN
CONSTRUCTION

Line Number	Long Description	Notes	Quantity	Unit Of Measure	Labor	Material	Equipment	Extended Total	Total
013113200160	Field personnel, general purpose laborer, average		1.50	Week	$1,277.83	$0.00	$0.00	$1,916.75	
013113200200	Field personnel, project manager, average		0.75	Week	$2,500.00	$0.00	$0.00	$1,875.00	
013113200260	Field personnel, superintendent, average		2.00	Week	$2,325.00	$0.00	$0.00	$4,650.00	
015433204890	Rent loader, skid steer, wheeled, 1 CY 78 HP, diesel, Incl. Hourly Oper. Cost.		10.00	Day	$0.00	$0.00	$600.32	$6,003.20	
015436501300	Mobilization or demobilization, delivery charge for equipment, hauled on 3-ton capacity towed trailer		1.00	Ea.	$121.64	$0.00	$125.29	$246.93	
015629502500	Temporary, sidewalks, exterior plywood, 2 uses, 3/4" thick		352.00	S.F.	$0.53	$1.01	$0.00	$542.08	
312213200120	Rough grading sites, 410-1,000 S.F., hand labor		5.00	Ea.	$1,213.20	$0.00	$0.00	$6,066.00	
312316130050	Excavating, trench or continuous footing, common earth, 3/8 C.Y. excavator, 1' to 4' deep, excludes sheeting or dewatering		3.00	B.C.Y.	$6.22	$0.00	$2.00	$24.66	
312316131500	Excavating, trench or continuous footing, common earth, by hand with pick and shovel, 2' to 6' deep, heavy soil, excludes sheeting or dewatering		3.00	B.C.Y.	$100.09	$0.00	$0.00	$300.27	
312316161550	Structural excavation for minor structures, bank measure, excavation of rock by hand/air tool		2.00	B.C.Y.	$596.49	$0.00	$111.94	$1,416.86	
313713100370	Rip-rap and rock lining, random, broken stone, 300 lb.average, dumped		6.00	Ton	$1.56	$62.09	$2.57	$397.32	
320130106260	Site maintenance, road & walk maintenance, sidewalk, brick pavers, steam cleaning		980.00	S.F.	$0.42	$0.05	$0.10	$558.60	
328423100800	Underground sprinklers irrigation system, for lawns, residential system, custom, 1" supply		1,000.00	S.F.	$0.66	$0.30	$0.00	$960.00	
328423101140	Underground sprinklers irrigation system, for lawns, impact full/part circle sprinklers, spaced 54' - 78' @ 40-80 psi, excludes piping, excavation and backfill		25.00	Ea.	$28.20	$118.99	$0.00	$3,679.75	
329113235000	Soil preparation, structural soil mixing, spread topsoil, skid steer loader and hand dress		25.00	C.Y.	$4.84	$14.79	$1.07	$517.50	
329223101200	Sodding, bent grass sod, on level ground, 1,000 S.F. or less		2.00	M.S.F.	$150.19	$722.79	$20.49	$1,786.94	
329413200800	Landscape edging, steel edge strips, 1/4" x 5", incl. stakes		100.00	L.F.	$3.11	$5.58	$0.00	$869.00	
									$31,810.86

VAUGHN
CONSTRUCTION

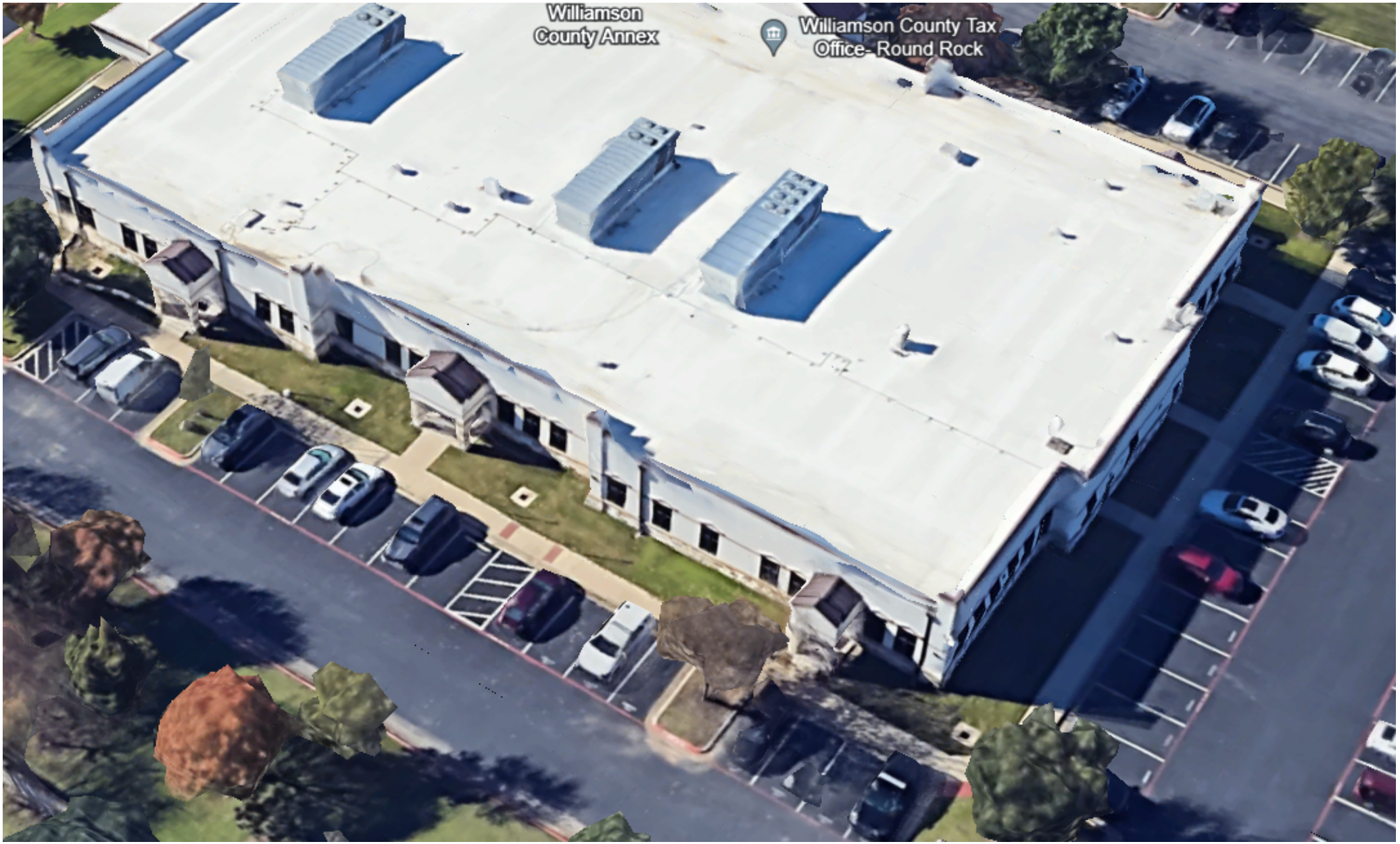
SubTotal (ExtendedTotal)	$31,811.00
Coefficient (Omnia JOC Standard Hour 35% on Extended Total)	$11,134.00
Grand Total	$42,945.00



Excavate and Install Brazos River Rock

Excavate to provide proper sloping, and Install new Bermuda sod. Repair existing irrigation that was disturbed during excavation

Excavate flow line to provide proper drainage back to existing area inlet.


Williamson
County Annex
Williamson County Tax
Office- Round Rock

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2024-1187599

Date Filed:
07/15/2024

Date Acknowledged:

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

J. T. Vaughn Construction, LLC
Houston, TX United States

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

Williamson County, Texas

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

Contract Number R200107
Construction Services for Jester Annex Landscaping Modifications

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Vaughn, J. Thomas	Houston, TX United States	X	
Vaughn, William F.	Houston, TX United States	X	
Vaughn, Michael W.	Houston, TX United States	X	
Simpson, Michael W.	Houston, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Danny Thompson, and my date of birth is [redacted].

My address is [redacted] (street), Houston (city), TX (state), 77042 (zip code), USA (country).

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

Executed in Harris County, State of Texas, on the 15th day of July, 2024.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2024-1187599

Date Filed:
07/15/2024

Date Acknowledged:
07/18/2024

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

J. T. Vaughn Construction, LLC
Houston, TX United States

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

Williamson County, Texas

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

Contract Number R200107
Construction Services for Jester Annex Landscaping Modifications

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Vaughn, J. Thomas	Houston, TX United States	X	
Vaughn, William F.	Houston, TX United States	X	
Vaughn, Michael W.	Houston, TX United States	X	
Simpson, Michael W.	Houston, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

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

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

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

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

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

Commissioners Court - Regular Session **26.**

Meeting Date: 07/30/2024

Approval of Agreement for Construction Services for 516 Pine Street – Roof and HVAC Repairs with G2 Construction Services, Inc., 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 approving the Agreement for Construction Services, #2024241, with G2 Construction Services, Inc., for 516 Pine Street – Roof and HVAC Repairs for Facilities Management, in the amount of $16,000.00 pursuant to Cooperative Purchasing – TIPS 211001, and authorize execution of the agreement.

Background

This Agreement for Construction Services between Williamson County and G2 Construction Services, Inc., is for the roof and HVAC repairs to the building located at 516 Pine Street, Georgetown, Texas, with a substantial completion date of forty-five (45) days. A detailed Scope of Work is attached. Funding Source is 01.0100.0509.004509. The Department point of contact is Christy Matoska.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Agreement for Construction Services

Form 1295 - G2 Construction Services, Inc.

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	07/24/2024 08:59 AM
County Judge Exec Asst.	Becky Pruitt	07/25/2024 08:18 AM
Form Started By: Stacian Williams		Started On: 07/18/2024 09:41 AM
Final Approval Date: 07/25/2024		

Agreement for Construction Services

(Cooperative Contract #TIPS 211001)

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

ARTICLE 1 SCOPE OF WORK: The Owner desires to retain Contractor for the construction of **516 Pine Street – Roof and HVAC Repairs** (hereinafter called the "Project"). The Contractor shall have the overall responsibility for and shall provide complete construction services and furnish all materials, equipment, tools and labor as necessary or reasonably inferable to complete the Project, or any phase of the Project, in accordance with the Owner's requirements and the terms of this Agreement (hereinafter collectively referred to as the "Work").

ARTICLE 2 CONTRACT PRICE: Owner agrees to pay to the Contractor, for the satisfactory performance of the Work, the sum of **Sixteen Thousand Dollars ($16,000.)** in accordance with the terms and conditions of this Agreement.

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

ARTICLE 4 CONTRACT TIME:

4.1 Contractor shall commence the Work upon instruction to do so from the Owner and shall achieve Substantial Completion within **Forty-Five (45) calendar days** from the date the Work is commenced; provided, however, Owner may extend said time period in the event bad weather affects the progress of the Work. Unless otherwise specified in writing, Contractor shall achieve Final Completion within **Thirty (30) calendar days of Substantial Completion**. Owner shall determine when the Project has been fully and finally completed to its satisfaction. The time set forth for completion of the work is an essential element of the Agreement.

4.2 Liquidated Damages.

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

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

4.2.1 Subject to the other terms and conditions herein, if Substantial Completion is not achieved by the date specified above or by such date to which the Contract Time may be extended, the Contract Price shall be reduced by **Five Hundred Dollars ($500) per calendar day** as liquidated damages and not as a penalty, until the date of Substantial Completion. Force majeure shall apply relative to both rain/snow delays (acts of nature) and/or supply delays over which Contractor has no control, and such force majeure delays shall not be subject to such reduction of the Contract Price.

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

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

ARTICLE 5 PAYMENT:

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

ARTICLE 6 CONTRACTOR'S GENERAL RESPONSIBILITIES AND COVENANTS:

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

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

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

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

6.4 Contractor shall be responsible for all construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work. The Contractor shall keep the Owner informed of the progress and quality of the Work.

6.5 Insurance. Contractor shall carry insurance in the types and amounts indicated below for the duration of the Agreement, which shall include items owned by Owner in the care, custody and control of Contractor prior to and during construction. Contractor must also complete and file the declaration pages from the insurance policies with Owner whenever a previously identified policy period expires during the term of the Agreement, as proof of continuing coverage. Contractor shall update all expired policies prior to submission of any payment requests hereunder. Failure to update policies shall be reason for payment to be withheld until evidence for renewal is provided to the Owner. If the Contractor fails to obtain, maintain or renew any insurance required by this Agreement, the Owner may, among other remedies available hereunder or at law, obtain insurance coverage directly and recover the cost of that insurance from the Contractor or declare this Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner. All policies of insurance provided by the Contractor must comply with the requirements set forth herein, the Agreement and the laws of the State of Texas.

6.5.1 The Contractor shall provide and maintain, until the Work covered in the Agreement is completed and accepted by the Owner, the minimum insurance coverages in the minimum amounts as described below.

	Type of Coverage	Limits of Liability
.1	Worker's Compensation	Statutory
.2	Employer's Liability	
	Bodily Injury by Accident	$500,000 Ea. Accident
	Bodily Injury by Disease	$500,000 Ea. Employee
	Bodily Injury by Disease	$500,000 Policy Limit

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

COVERAGE	PER OCCURRENCE
Commercial	

General Liability (including premises, completed operations and contractual)	$1,000,000
Aggregate policy limits:	$2,000,000

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

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

.5 Damage to Rented Property/Premises (Ea. Occurrence): $100,000

.6 Builder's Risk Insurance (all-risks)

An all-risk policy, in the amount equal at all times to 100% of the Contract Price. The policy shall include coverage for loss or damage caused by certified acts of terrorism as defined in the Terrorism Risk Insurance Act. The policy shall be issued in the name of the Contractor and shall name its Subcontractors as additional insureds. The Owner shall be named as a loss payee on the policy. The builders risk policy shall have endorsements as follow:

a. This insurance shall be specific as to coverage and not considered as contributing insurance with any permanent insurance maintained on the present premises. If off-site storage is permitted, coverage shall include transit and storage in an amount sufficient to protect property being transported or stored.

b. For renovation projects and or portions of work contained within an existing structure, the Owner waives subrogation for damage by fire to existing building structure(s), if the Builder's Risk Policy has been endorsed to include coverage for existing building structure(s) in the amount described in the Special Conditions. However, Contractor shall not be required to obtain such an endorsement unless specifically required by the Special Conditions if any. The aforementioned waiver of subrogation shall not be effective unless such endorsement is obtained.

.6. Flood insurance when specified in Supplementary General Conditions or Special Conditions.

.7 Umbrella coverage in the amount of not less than $5,000,000.

6.5.2 Workers' Compensation Insurance Coverage:

1. Definitions:

(a) Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the Project.

(b) Duration of the Project - includes the time from the beginning of the work on the Project until the Contractor's/person's work on the Project has been completed and accepted by the Owner.

(c) Coverage – Workers' compensation insurance meeting the statutory requirements of the Texas Labor Code, §401.011(44).

(d) Persons providing services on the Project ("subcontractor") - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the Project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the Project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the Project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

2. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, §401.011(44) for all employees of the Contractor providing services on the Project, for the duration of the Project.
3. The Contractor must provide a certificate of coverage prior to execution of the Agreement/Contract, and in no event later than ten (10) days from Notice of Award.
4. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the Project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the Owner showing that coverage has been extended.
5. The Contractor shall obtain from each person providing services on a project, and provide to the Owner:

(a.) a certificate of coverage, prior to that person beginning work on the Project, so the Owner will have on file certificates of coverage showing coverage for all persons providing services on the Project; and

(b.) no later than seven days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project.

6. The Contractor shall retain all required certificates of coverage for the duration of the Project and for one year thereafter.
7. The Contractor shall notify the Owner in writing by certified mail or personal delivery, within 10 days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project.
8. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the Project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

9. The Contractor shall contractually require each person with who it contracts to provide services on a project, to:

(a) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas labor Code, Section 401.011(44) for all of its employees providing services on the Project, for the duration of the Project;
(b) provide to the Contractor, prior to that person beginning work on the Project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the Project, for the duration of the Project;
(c) provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;
(d) obtain from each other person with whom it contracts, and provide to the Contractor:

i. a certificate of coverage, prior to the other person beginning work on the Project; and
ii. a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;

(e) retain all required certificate of coverage on file for the duration of the Project and for one year thereafter;
(f) notify the Owner in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project; and

(g) contractually require each person with whom it contracts, to perform as required by paragraphs (a)-(g), with the certificates of coverage to be provided to the person for whom they are providing services.

10. By signing the Agreement/Contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the Owner that all employees of the Contractor who will provide services on the Project will be covered by workers' compensation coverage for the duration of the Project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

11. The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the Owner to declare the Agreement/Contract void if the Contractor does not remedy the breach within ten days after receipt of notice of breach from the Owner.

6.5.3 If insurance policies are not written for the amounts specified herein, Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of primary coverage.

6.5.4 Insurance coverage required hereunder shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company, or otherwise acceptable to Owner.

6.5.5 **The Owner ("Williamson County, Texas"), its officials, employees and volunteers shall be named as an additional insured on all required policies.** These insurance policies shall contain the appropriate additional insured endorsement signed by a person authorized by that insurer to bind coverage on its behalf.

6.5.6 The furnishing of the above listed insurance coverage, as may be modified by the Agreement, must be tendered prior to execution of the Agreement/Contract, and in no event later than ten (10) days from Notice of Award.

6.5.7 Owner reserves the right to review the insurance requirements set forth herein during the Agreement and to make reasonable adjustments to the insurance coverage and their limits when deemed necessary and prudent by the Owner based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Contractor.

6.5.8 Owner shall be entitled, upon request, and without expense, to receive complete copies of the policies with all endorsements and may make any reasonable requests for deletion, or revision or modification of particular policy terms, conditions, limitations, or exclusions, except where policy provisions are established by law or regulation binding upon the

Parties or the underwriter of any of such polices. Damages caused by the Contractor and not covered by insurance shall be paid by the Contractor.

6.5.9 Contractor shall be responsible for payment of premiums for all of the insurance coverages required hereunder. Contractor further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Contractor is responsible hereunder, Contractor shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over $75,000 in the Contractor's insurance must be declared and approved in writing by Owner in advance.

6.5.10 Contractor shall contractually require each person or entity with whom it contracts to provide services in relation to the Work, to comply with every insurance requirement that Contractor must comply with hereunder. More specifically, each person or entity with whom Contractor contracts to provide services on the in relation to the Work must comply with each insurance requirement hereunder just as if such person or entity was the Contractor. Thus, every reference to Contractor under each insurance requirement hereunder shall mean and include each person or entity with whom Contractor contracts to provide services in relation to the Work. If any such person or entity with whom Contractor contracts to provide services in relation to the Work fails to obtain, maintain or renew any insurance required by this Agreement, Owner may, among other remedies available hereunder or at law, obtain insurance coverage directly and recover the cost of that insurance from the Contractor or declare this Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

ARTICLE 7 INDEMNITY:

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

INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF OWNER'S CHOOSING), AND HOLD HARMLESS OWNER, AND OWNER'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES,

ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF CONTRACTOR OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.

7.2 Except for the obligation of Owner to pay Contractor the Contract Price pursuant to the terms of this Agreement, and to perform certain other obligations pursuant to the terms and conditions explicitly set forth herein, Owner shall have no liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Agreement. Notwithstanding any obligation or liability of Owner to Contractor, no present or future partner or affiliate of Owner or any agent, officer, director, or employee of Owner, Williamson County, or of the various departments comprising Williamson County, or anyone claiming under Owner has or shall have any personal liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Agreement.

ARTICLE 8 WARRANTY:

8.1 Contractor hereby warrants that the materials and equipment provided for the Work will be of good quality and new unless otherwise required or permitted by the Owner; that the construction will be free from faults and defects; and that the construction will conform with the requirements of the plans, specifications, drawings and the terms of this Agreement.

8.2 Contractor shall provide warranty services for the Work for a **full twelve (12) months** following Final Completion and final payment. Just before the warranty period expires, Contractor shall attend an on-site meeting with the Owner to ensure that all warranty issues have been identified and properly remedied.

ARTICLE 9 PREVAILING WAGE RATE:

9.1 Duty to Pay Prevailing Wage Rates. The Contractor shall pay not less than the wage scale of the various classes of labor as shown on the "Prevailing Wage Schedule", as defined below. The specified wage rates are minimum rates only, and are not representations that qualified labor adequate to perform the Work is available locally at the prevailing wage rates. The Owner is not bound to pay—and will not consider—any claims for additional compensation made by any Contractor because the Contractor pays wages in excess of the applicable minimum rate contained in the Agreement. The "Prevailing Wage Schedule" is not a representation that quantities of qualified labor adequate to perform the Work may be found locally at the specified wage rates.

9.1.2 For classifications not shown, workers shall not be paid less than the wage indicated for Laborers. The Contractor shall notify each worker commencing work on the Project of the worker's job classification and the established minimum wage rate required to be paid, as well as the actual amount being paid. The notice must be delivered to and signed in acknowledgement of receipt by the employee and must list both the monetary wages and fringe benefits to be paid or furnished for each classification in which the

worker is assigned duties. When requested by Owner, competent evidence of compliance with the Texas Prevailing Wage Law shall be furnished by Contractor.

9.1.3 A copy of each worker wage rate notification shall be submitted to the Owner with the Application for Payment for the period during which the worker began on-site activities.

9.2 Prevailing Wage Schedule. Pursuant to Texas Government Code Section 2258.022(2), the general prevailing rate of per diem wages for each craft or type of worker needed to execute the Contract and the prevailing rate for legal holiday and overtime work shall be the most recent prevailing wage rate for Williamson County, Texas for building construction as determined by the United States Department of Labor in accordance with the Davis-Bacon Act (40 U.S.C. Section 276a et seq.), and its subsequent amendments, which are published and can be obtained online at https://sam.gov/search/?index=dbra (the "Prevailing Wage Schedule"). Should the Contractor at any time become aware that a particular skill or trade not reflected on the Prevailing Wage Schedule will be or is being employed in the Work, whether by the Contractor or by a subcontractor, the Contractor shall promptly inform the Owner and shall specify a wage rate for that skill or trade, which shall bind the Contractor.

9.3 Penalty for Violation. The Contractor and any Subcontractor shall pay to the Owner a penalty of sixty dollars ($60.00) for each worker employed for each calendar day, or portion thereof, that the worker is paid less than the wage rates stipulated in the Prevailing Wage Schedule or any supplement or update thereto pursuant to previsions above. The Contractor and each Subcontractor shall keep, or cause to be kept, an accurate record showing the names and occupations of all workers employed in connection with the Work, and showing the actual per diem wages paid to each worker, which records shall be open at all reasonable hours for the inspection by the Owner.

9.4 Complaints of Violations of Prevailing Wage Rates. Within thirty-one (31) days of receipt of information concerning a violation of Texas Government Code, Chapter 2258, the Owner shall make an initial determination as to whether good cause exists to believe a violation occurred. The Owner's decision on the initial determination shall be reduced to writing and sent to the Contractor or Subcontractor against whom the violation was alleged, and to the affected worker. When a good cause finding is made, the Owner shall retain the full amounts claimed by the claimant or claimants as the difference between wages paid and wages due under the Prevailing Wage Schedule and any supplements thereto, together with the applicable penalties, such amounts being subtracted from successive progress payments pending a final decision on the violation.

9.5 Arbitration Required if Violation not Resolved. After the Owner makes its initial determination, the affected Contractor or Subcontractor and worker have fourteen (14) days in which to resolve the issue of whether a violation occurred, including the amount that should be retained by Owner or paid to the affected worker. If the Contractor or Subcontractor and affected worker reach an agreement concerning the worker's claim, the Contractor shall promptly notify the Owner in a written document signed by the worker. If the Contractor or Subcontractor and affected worker do not agree before the fifteenth (15^{th}) day after the Owner's determination, the Contractor or Subcontractor and affected worker must participate in binding arbitration in

accordance with the Texas General Arbitration Act, Chapter 171, Tex. Civ. Prac. & Rem. Code. The parties to the arbitration have ten (10) days after the expiration of the fifteen (15) days referred to above, to agree on an arbitrator; if by the eleventh (11^{th}) day there is no agreement to an arbitrator, a district court shall appoint an arbitrator on the petition of any of the parties to the arbitration.

9.6 Arbitration Award. If an arbitrator determines that a violation has occurred, the arbitrator shall assess and award against the Contractor or Subcontractor the amount of penalty as provided herein and the amount owed the worker. The Owner may use any amounts retained hereunder to pay the worker the amount as designated in the arbitration award. If the Owner has not retained enough from the Contractor or Subcontractor to pay the worker in accordance with the arbitration award, the worker has a right of action against the Contractor and Subcontractor as appropriate, and the surety of either to receive the amount owed, attorneys' fees and court costs. The Contractor shall promptly furnish a copy of the arbitration award to the Owner.

9.7 Prevailing Wage Retainage. Money retained pursuant to this section shall be used to pay the claimant or claimants the difference between the amount the worker received in wages for labor on the Project at the rate paid by the Contractor or Subcontractor and the amount the worker would have received at the general prevailing wage rate as provided by the agreement of the claimant and the Contractor or Subcontractor affected, or in the arbitrator's award. The full statutory penalty of sixty dollars ($60.00) per day of violation per worker shall be retained by the Owner to offset its administrative costs, pursuant to Texas Government Code, §2258.023. Any retained funds in excess of these amounts shall be paid to the Contractor on the earlier of the next progress payment or final payment. Provided, however, that the Owner shall have no duty to release any funds to either the claimant or the Contractor until it has received the notices of agreement or the arbitration award as provided in this section.

9.8 No Extension of Time. If the Owner determines that good cause exists to believe a violation has occurred, the Contractor shall not be entitled to an extension of time for any delay arising directly or indirectly from of the procedures set forth in this section.

ARTICLE 10 INTENTIONALLY DELETED

ARTICLE 11 TERMINATION OR SUSPENSION OF THE AGREEMENT

11.1 Termination by Contractor

If one of the reasons described below exists, the Contractor may, upon thirty (30) business days written notice to the Owner, terminate the Agreement and recover from the Owner payment for Work executed, including reasonable overhead, profit, and costs incurred by reason of such termination:

11.1.1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;

11.1.2 An act of government, such as a declaration of national emergency that requires all Work to be stopped; or

11.1.3 If the Work is stopped for a period of ninety (90) consecutive days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Agreement.

11.2 Termination by the Owner for Cause

11.2.1 The Owner may terminate the Agreement if the Contractor:

11.2.1.1 Fails to commence the Work in accordance with the provisions of the Agreement;
11.2.1.2 Fails to prosecute the Work to completion thereof in a diligent, efficient, timely, workmanlike, skillful and careful manner and in strict accordance with the provisions of the Agreement;
11.2.1.3 Fails to use an adequate amount or quality of personnel or equipment to complete the Work without undue delay;
11.2.1.4 Fails to perform any of its obligations under the Agreement;
11.2.1.5 Fails to make prompt payments when due to its Subcontractors and Suppliers, or as required by **Texas Government Code, Chapter 2251**;
11.2.1.6 Files any petition or other pleading seeking any relief under any provisions of the Federal Bankruptcy Act, as amended, or any other federal or state statute or law providing for reorganization of debts or other relief from creditors, permits a receiver or other person to be appointed on account of its insolvency or financial condition, or becomes insolvent;
11.2.1.7 Creates any situation or state of facts which would authorize or permit an involuntary petition in bankruptcy to be filed against Contractor; or
11.2.1.8 Has not met or in Owner's opinion will not meet the dates of Substantial Completion set forth in the Agreement.

11.2.2 When any of the reasons under **Paragraph 11.2.1** exist, the Owner, in its sole and absolute discretion, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, **thirty (30) calendar days** written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety, exclude the Contractor from the Project site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor; accept assignment of subcontracts of Contractors subcontractors; and finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

11.2.3 When the Owner terminates the Agreement for one of the reasons stated in **Paragraph 11.2.1**, the Contractor shall not be entitled to receive payment until the Work is finished. In the event that it is determined that sufficient cause did not exist for termination under this **Section 11.2**, then the termination shall be considered a termination for convenience, under **Section 11.4**, below.

11.2.4 If the unpaid balance of the Contract Price exceeds costs of finishing the Work, including compensation for expenses made necessary thereby, and other damages and costs incurred by the

Owner in finishing the Work and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner.

11.3 Suspension by the Owner for Convenience

11.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

11.3.2 The Contract Price and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in **Paragraph 11.3.1**. Adjustment of the Contract Price shall include profit. No adjustment shall be made to the extent:

11.3.2.1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or

11.3.2.2 that an equitable adjustment is made or denied under another provision of the Agreement.

11.4 Termination by the Owner for Convenience

11.4.1 The Owner may, at any time, terminate the Agreement for the Owner's convenience and without cause.

11.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall

11.4.2.1 Cease operations as directed by the Owner in the notice;

11.4.2.2 Take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and

11.4.2.3 Except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

11.4.3 Upon Owner's termination for convenience, costs of the Work executed, including reasonable overhead and profit, incurred to and including the date of termination, will be due and payable to Contractor in accordance with the Agreement.

ARTICLE 12 MISCELLANEOUS PROVISIONS:

12.1 Interest and Late Payments. Owner's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. Interest charges for any overdue payments shall be paid by Owner in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of Owner's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street

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

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

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

12.3 Assignment. This Agreement is a personal service contract for the services of Contractor, and Contractor's interest in this Agreement, duties hereunder and/or fees due hereunder may not be assigned or delegated to a third party.

12.4 Governing Law and Venue. This Agreement and all of the rights and obligations of the parties and all of the terms and conditions shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas without reference to its conflicts of law provisions. Williamson County where the Project is located shall be the sole place of venue for any legal action arising from or related to this Agreement or the Project in which the Owner is a party.

12.5 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted assigns and successors.

12.6 Notices. All notices, consents, approvals, demands, requests or other communications relied on by the parties shall be in writing. Written notice shall be deemed to have been given when delivered in person to the designated representative of the Contractor or Owner for whom it is intended; or sent by U. S. Mail to the last known business address of the designated representative; or transmitted by fax machine to the last know business fax number of the designated representative. Mail notices are deemed effective upon receipt or on the third business day after the date of mailing, whichever is sooner. Fax notices are deemed effective the next business day after faxing.

12.7 Severability. Should any term or provision of this Agreement be held invalid or unenforceable in any respect, the remaining terms and provisions shall not be affected and this Agreement shall be construed as if the invalid or unenforceable term or provision had never been included.

12.8 Relationship of the Parties. Contractor shall be an independent contractor under this agreement and shall assume all of the rights, obligations, liabilities, applicable to it as such independent contractor hereunder and any provisions in this agreement which may appear to give Owner the right to direct Contractor as to details of doing the Work herein covered or to exercise a measure of control over the Work shall be deemed to mean that Contractor shall follow the desires of Owner in the results of the Work only. Owner shall not retain or have the right to control the Contractor's means, methods or details pertaining to the Contractor's performance of the Work described herein, nor shall Owner have the power to direct the order in which Contractor's Work is performed under this agreement. Owner and Contractor hereby agree and declare that Contractor is an Independent Contractor and as such meets the qualifications of an Independent Contractor under Texas Worker's Compensation Act, Texas Labor Code, Section 406.141, that the Contractor is not an employee of Owner for purposes of this Agreement, and that the Contractor and its employees, agents and sub-subcontractors shall not be entitled to worker's compensation coverage or any other type of insurance coverage held by Owner.

12.9 Force Majeure. If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of said party, the other party shall grant such party relief from the performance of this Agreement. The burden of proof for the need of such relief shall rest upon the party obligated to perform. To obtain release based on force majeure, the party obligated to perform shall file a written request with the other party.

12.10 No Waiver of Sovereign Immunity. Nothing herein shall be construed as a waiver of sovereign immunity by Williamson County.

12.11 Current Revenues. Under Texas law, a contract with a governmental entity that contains a claim against future revenues is void; therefore, each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.

12.12 Compliance with Laws. Contractor shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required, Contractor shall furnish the County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

12.13 Entire Agreement & Incorporated Documents; Conflicting Terms. This Agreement constitutes the entire agreement between the parties and may not be modified or amended other than by a written instrument executed by both parties.

The following documents shall comprise the Contract Documents:

1. This Agreement between County and Contractor;
2. Exhibit "A" – Plans and Specifications;
3. Addenda issued prior to the Effective Date of this Agreement;
4. Cooperative Contract #TIPS **211001**; and
5. All Change Orders and any other Modifications issued after the Effective Date of this Agreement.

In the event of a dispute or conflict relating to the terms and conditions of the Contract Documents, applicable documents will be referred to for the purpose of clarification, conflict resolution or for additional detail in the following order of precedence:

1. This Agreement between County and Contractor;
2. Exhibit "A" – Plans and Specifications;
3. Addenda issued prior to the Effective Date of this Agreement;
4. Cooperative Contract #TIPS **211001**; and
5. All Change Orders and any other Modifications issued after the Effective Date of this Agreement.

BY SIGNING BELOW, the Parties have executed and bound themselves to this Agreement to be effective as of the date of the last party's execution hereof.

OWNER:

WILLIAMSON COUNTY, TEXAS,
a political subdivision of the state of Texas

By: _____

Printed Name: _____

Title: _____

Date: _____

CONTRACTOR:

G2 Construction Services, Inc.

By: _____

Printed Name: Timmy S Gibson

Title: VICE PRESIDENT

Date: 7/16/24

EXHIBIT A

DRAWINGS, PLANS AND SPECIFICATIONS

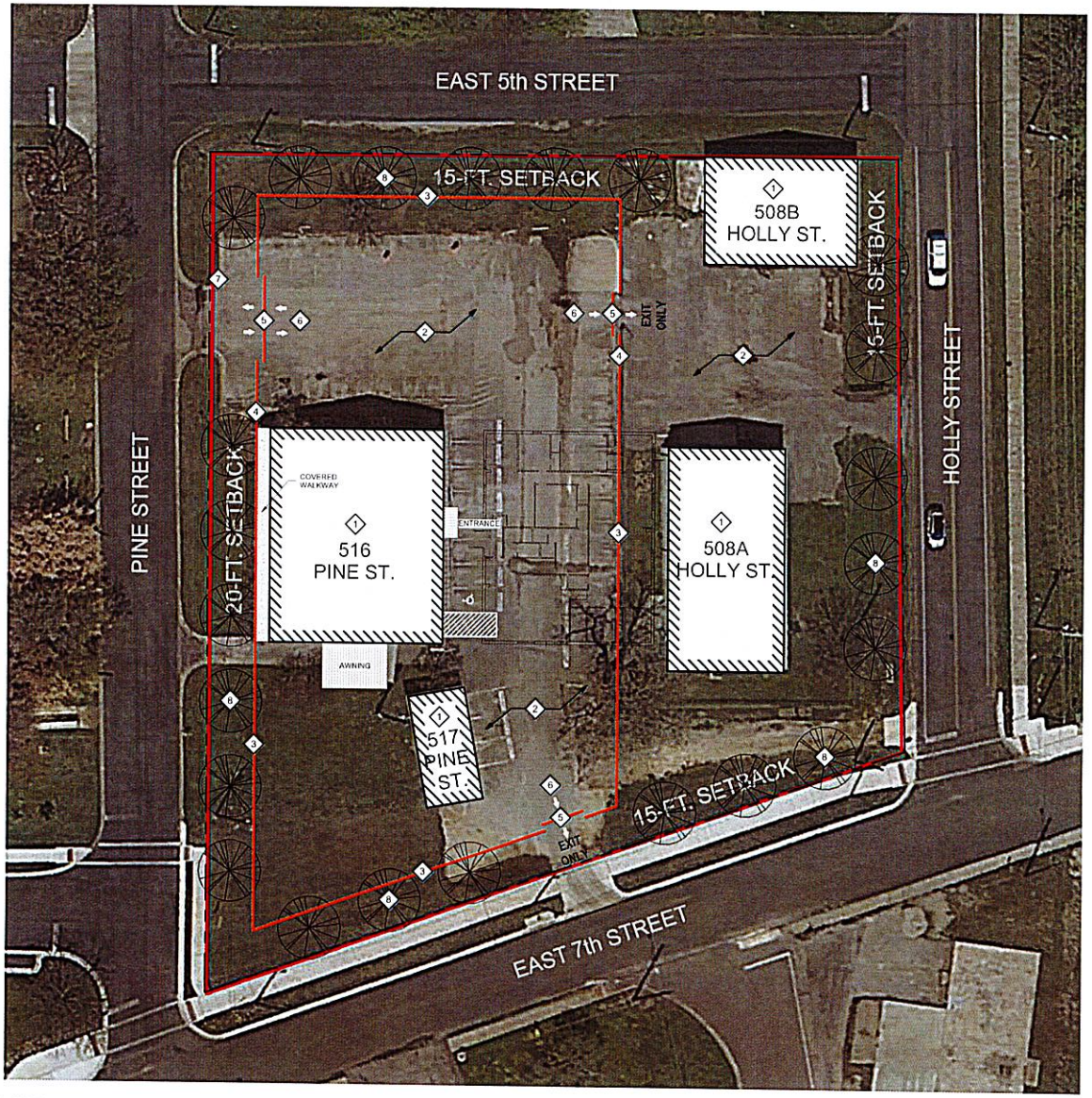
Attach documents below:

516 Pine Street - Roof and HVAC Repairs

Scope of Work Includes:

Duct Work:
Insulate all exposed metal ductwork with 2" vinyl back insulation. Staple, tape, mastic all joints. Prep and protect all work areas as needed, covering floors and office furniture. Protecting ceiling tiles from damage during this process.

Roof Work:
Replace ridge cap screws with larger screws and seal seems.
Treat rusted areas and apply roof coating.
Add screws to rake at leak area and seal seams.
Clean jobsite of debris from Contractor.



1 SITE PLAN
1" = 20'-0"

NORTH

SITE NOTES

1. SITE INFORMATION CONCERNING EXISTING CONDITIONS IS SUITABLE FOR PREPARATION OF THE DRAWINGS & GIVEN FOR THE CONTRACTOR'S CONVENIENCE.
2. ARCHITECT DOES NOT GUARANTEE ACCURACY OF SUCH INFORMATION. IT IS CONTRACTOR'S RESPONSIBILITY TO INFORM HIMSELF & NECESSARY OFFICIALS AS TO THE CONDITIONS AFFECTING THE WORK.
3. NOTIFY ARCHITECT OF ANY DISCREPANCIES.

KEYED SITE NOTES

1. EXISTING BUILDING
2. EXISTING SIDEWALKS, PAVEMENT, & PARKING
3. NEW 8-FT. WOOD PRIVACY FENCE
4. NEW EMERGENCY MAN GATE
5. NEW MECHANIZED VEHICLE GATE
6. NEW MAGNETIC LOOP IN ASPHALT FOR AUTOMATIC VEHICLE EXIT
7. NEW ENTRY KEYPAD & LICENSE PLATE READER (PROTECT W/ BOLLARDS)
8. NEW STREET TREE @ 30-FT. O.C.

WILLIAMSON COUNTY
1848

TRENTON H. JACOBS
08/30/22
60%
SUBMITTAL
NOT FOR REGULATORY APPROVAL, PERMITTING OR CONSTRUCTION

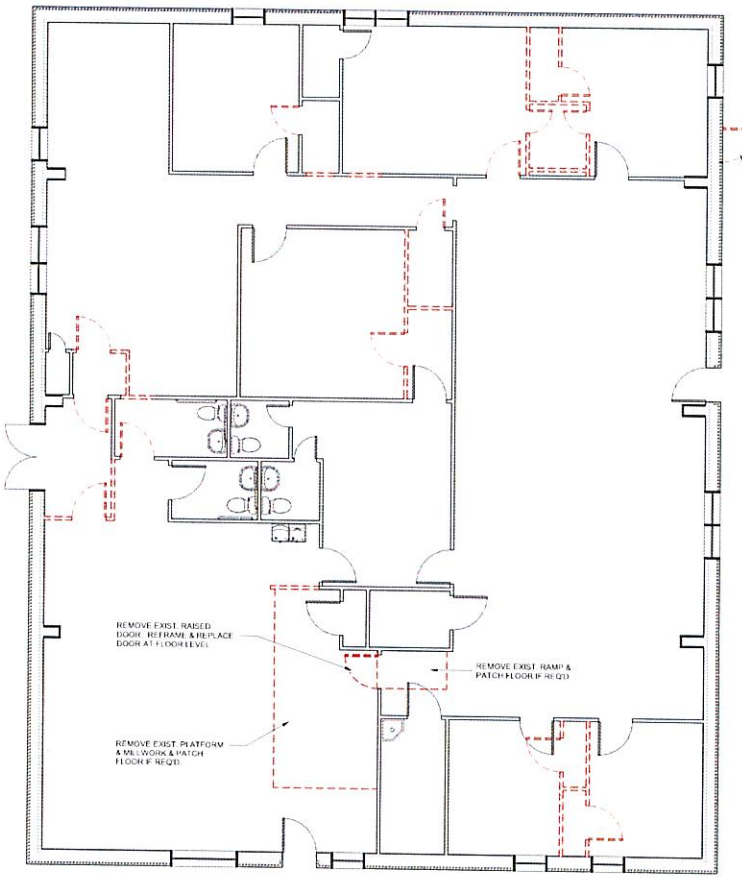
OLD DPS BUILDING
REMODEL
516 PINE ST. GEORGETOWN, TX 78626

DRAWN BY: THJ
REVISIONS

SITE PLAN
A1.1

THIS DRAWING CREATED FOR PRODUCTION ON 22"x34" FULL SIZE SHEET. (11"x17" HALF SIZE SHEET)

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1 DEMOLITION PLAN
3/16" = 1'-0"

NORTH

CONSTRUCTION PHASING

- DEMOLISH
- EXISTING (TO REMAIN)
- NEW (METAL FRAMING)
- NEW (WOOD FRAMING)
- FUTURE (PLANNED)

DEMOLITION NOTES

1. CONTRACTOR IS RESPONSIBLE FOR CONTINUOUS SECURITY AT AFFECTED OPENINGS FOR THE DURATION OF THE CONSTRUCTION CONTRACT. COORDINATE SECURITY STATUS CHANGES W/ DEPARTMENT/ BUILDING/ SHERIFF'S OFFICE REPRESENTATIVE PRIOR TO IMPLEMENTING CHANGES.
2. DEMOLITION PLANS & NOTES ARE PROVIDED TO CONVEY DESIGN INTENT.
3. INFORMATION CONCERNING EXISTING CONDITIONS IS SUITABLE FOR PREPARATION OF THE DRAWINGS & GIVEN FOR THE CONTRACTOR'S CONVENIENCE. ARCHITECT DOES NOT GUARANTEE ACCURACY OF SUCH INFORMATION. IT IS CONTRACTOR'S RESPONSIBILITY TO INFORM HIMSELF & NECESSARY OFFICIALS AS TO THE CONDITIONS AFFECTING THE WORK.
4. DIMENSIONS GIVEN ARE TO FACE OF FRAMING, UNLESS INDICATED OTHERWISE. WHERE CONSTRUCTION FEATURES EXIST, VERIFY DIMENSIONS WITH FIELD CONDITIONS.
5. NOTIFY ARCHITECT OF ANY DISCREPANCIES.
6. OWNER HAS FIRST RIGHT OF SALVAGE TO BUILDING MATERIALS REMOVED AS PART OF DEMOLITION & NOT SPECIFIED FOR RE-USE IN CONSTRUCTION.
7. PRIOR TO DEMOLITION WORK, CONTRACTOR SHALL:
   - DISCONNECT UTILITIES TO AREAS AFFECTED BY THE WORK.
   - PROVIDE UTILITIES TO AREAS WITH CONTINUED OCCUPANCY DURING THE WORK.
8. DURING DEMOLITION WORK, CONTRACTOR SHALL:
   - LOCATE, PRESERVE & PROTECT FROM DAMAGE
     a) UTILITY SERVICES & MAIN LINES.
     b) EXISTING BUILDING & LANDSCAPE ELEMENTS TO REMAIN.
     c) EXISTING WALLS & STRUCTURAL MEMBERS TO REMAIN.
     d) FINISH WORK THAT BECOMES EXPOSED.
   - PERFORM WORK IN AN ORDERLY AND CAREFUL MANNER TO ACCOMMODATE CONNECTION OF NEW CONSTRUCTION TO EXISTING FEATURES.
   - CUT & CAP PLUMBING & WASTE LINES AT SLAB LEVEL FOR CONCRETE TO REMAIN.
   - SALVAGE (WHERE POSSIBLE) STRUCTURAL & FINISH MATERIALS FOR REUSE.
9. AFTER DEMOLITION WORK, CONTRACTOR SHALL:
   - REPAIR OR REPLACE (TO OWNER'S SATISFACTION) AT NO EXTRA CHARGE
     a) PROPERTY, UTILITIES, LANDSCAPE FEATURES, ETC. DAMAGED DURING THE WORK.
     b) DEMOLITION IN EXCESS OF THAT REQUIRED BY THE WORK.
   - COORDINATE, REMOVE, RECYCLE OR DISPOSE OF DEMOLISHED MATERIALS IN ACCORDANCE WITH FEDERAL & STATE LAW.
   - LEAVE SITE IN A CONDITION ACCEPTABLE TO OWNER.

WILLIAMSON COUNTY
1848

TRENTON H. JACOBS
(80303)

60%
SUBMITTAL

NOT FOR REGULATORY APPROVAL, PERMITTING, OR CONSTRUCTION

OLD DPS BUILDING
REMODEL
516 PINE ST. GEORGETOWN, TX 78626

DRAWN BY: LR
REVISIONS

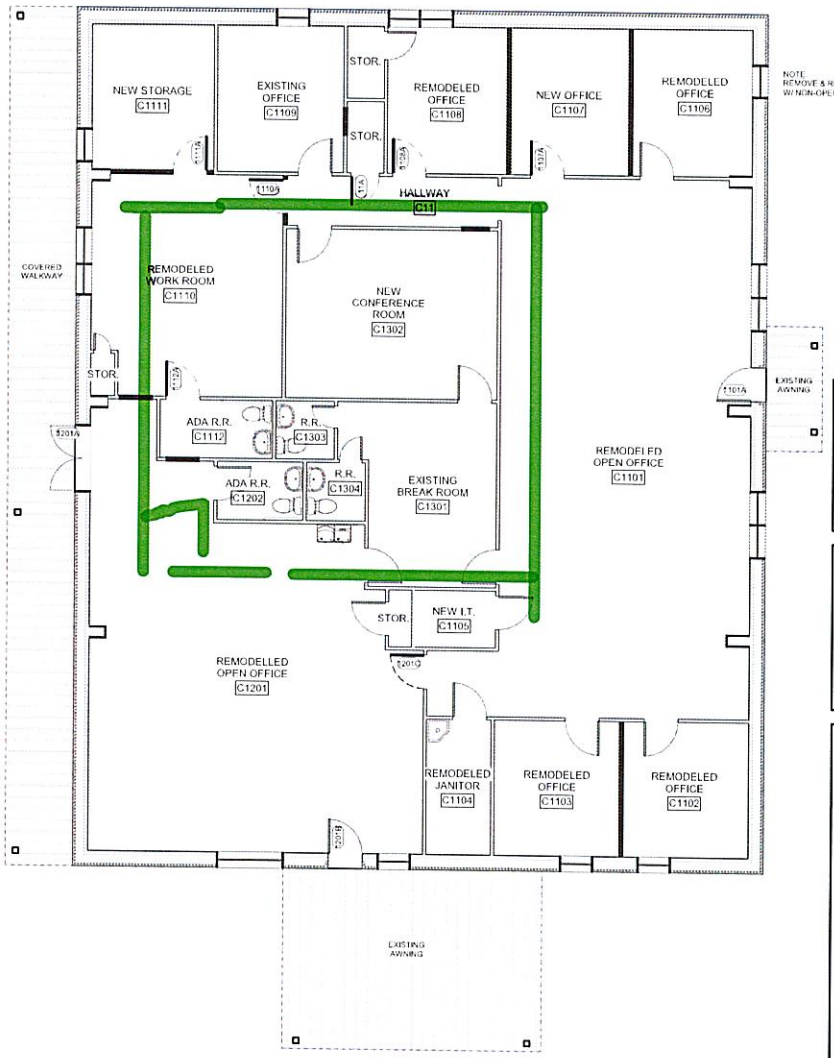
DEMOLITION FLOOR PLAN

DA2.1

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THIS IS THE HVAC LINE THAT WILL BE INSULATED



1 NEW CONSTRUCTION PLAN
3/16" = 1'-0"

NORTH

CONSTRUCTION PHASING

- DEMOLISH
- EXISTING (TO REMAIN)
- NEW (METAL FRAMING)
- NEW (WOOD FRAMING)
- FUTURE (PLANNED)

AIR QUALITY / ENERGY NOTES

1. LIMIT AIR INFILTRATION INTO CONDITIONED AND/OR OCCUPIED SPACES BY SEALING, CAULKING, GASKETING, AND/OR WEATHER-STRIPPING THE FOLLOWING:
   - EXTERIOR JOINTS AROUND WINDOWS & DOOR FRAMES
   - OPENINGS BETWEEN EXTERIOR WALLS & FOUNDATIONS
   - OPENINGS BETWEEN EXTERIOR WALLS & ROOF
   - OPENINGS AT PENETRATIONS OF UTILITIES THROUGH EXTERIOR FLOORS, WALLS AND/OR ROOFS
   - ALL OTHER SUCH OPENINGS IN THE BUILDING ENVELOPE
2. PROVIDE AN APPROPRIATELY-SIZED SPOT EXHAUST FAN IN EACH RESTROOM.

FLOOR PLAN NOTES

1. CONTRACTOR IS RESPONSIBLE FOR CONTINUOUS SECURITY AT AFFECTED OPENINGS FOR THE DURATION OF THE CONSTRUCTION CONTRACT. COORDINATE SECURITY STATUS CHANGES W/ COUNTY REPRESENTATIVE PRIOR TO IMPLEMENTING CHANGES.
2. INFORMATION CONCERNING EXISTING CONDITIONS IS SUITABLE FOR PREPARATION OF THE DRAWINGS & GIVEN FOR THE CONTRACTOR'S CONVENIENCE.
3. ARCHITECT DOES NOT GUARANTEE ACCURACY OF SUCH INFORMATION. IT IS CONTRACTOR'S RESPONSIBILITY TO INFORM HIMSELF & NECESSARY OFFICIALS AS TO THE CONDITIONS AFFECTING THE WORK.
4. DIMENSIONS GIVEN ARE TO FACE OF FRAMING, UNLESS INDICATED OTHERWISE.
5. WHERE CONSTRUCTION FEATURES EXIST, VERIFY DIMENSIONS WITH FIELD CONDITIONS.
6. FOR GYPSUM BOARD EXTERIOR CORNERS, PROVIDE:
   - STANDARD PROFILE CORNER BEADS FOR CORNERS NOT RECEIVING MELWORK WRAP.
   - 3/8" RADIUS BULLNOSE CORNER BEADS WHERE NOTED AS "RND."
7. FOR DOORS & WINDOWS, VERIFY:
   - 6-IN. OFFSET FROM ADJACENT WALL FOR TRIM CLEARANCE.
   - QUANTITIES, SIZES & FEATURES BEFORE ORDERING.
   - ROUGH-OPENING SIZES BEFORE FRAMING.
8. COORDINATE SITE FLATWORK, SIDEWALKS, PORCHES, RAMPS, ETC. TO MEET CURRENT VERSION OF TEXAS ACCESSIBILITY STANDARDS & OTHER CODE REQUIREMENTS.
9. COORDINATE ALL TRADES TO ENSURE COMPLETE & WORKING INSTALLATIONS.
10. NOTIFY ARCHITECT OF ANY DISCREPANCIES.

DOOR SCHEDULE

DOOR NUMBER	SIZE H	SIZE W	SIZE T	DOOR TYPE	DOOR MATL	FRAME TYPE	FRAME MATL	HARDWARE SET	FIRE RATING	REMARKS
11A	7' - 0"	2' - 6"	0' - 1 3/4"	D3	WOOD		H.M.			
1101A	7' - 0"	3' - 0"	0' - 1 3/4"	D1	H.M.		STEEL			
1107A	7' - 0"	3' - 0"	0' - 1 3/4"	D3	WOOD		H.M.			
1108A	7' - 0"	3' - 0"	0' - 1 3/4"	D3	WOOD		H.M.			
1110A	7' - 0"	3' - 0"	0' - 1 3/4"	D3	WOOD		H.M.			
1111A	7' - 0"	3' - 0"	0' - 1 3/4"	D3	WOOD		H.M.			
1112A	7' - 0"	3' - 0"	0' - 1 3/4"	D3	WOOD		H.M.			
1201A	6' - 10"	5' - 8"	0' - 1 3/4"	D5	ALUM.		STEEL			
1201B	7' - 0"	3' - 0"	0' - 1 3/4"	D1	H.M.		STEEL			
1201C	7' - 0"	3' - 0"	0' - 1 3/4"	D3	WOOD		H.M.			

WILLIAMSON COUNTY
1848

TRENTON H. JACOBS
08/30/22

60%
SUBMITTAL

NOT FOR REGULATORY APPROVAL, PERMITTING OR CONSTRUCTION

OLD DPS BUILDING
REMODEL
516 PINE ST. GEORGETOWN, TX 78626

DRAWN BY: THJ
REVISIONS

FLOOR PLAN
A2.1

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WILLIAMSON COUNTY FACILITIES MINIMUM DESIGN SPECIFICATIONS

DIVISION	ITEM	DESCRIPTION
ACCESS CONTROL		
	CARD READERS	Where card readers are installed, use multi-class card readers which are compatible with Wilco's software/hardware.
	DOOR HARDWARE	Locksets should be heavy duty cylindrical style with figure-8 style IC core and a 7 pin combination configuration.
		Lockset/Handle Finishes should be brushed stainless (brushed nickel)
		No Piano Hinges on Doors
		Key boxes & specefic key box for elevator(s)
ELECTRICAL		
	WIRING	All electrical wire to be installed in hard pipe conduit, except for fixture whips, which should have a maximum length of 6'.
		All feeders and branch circuits shall be installed in EMT, IC, or Rigid conduit unless specifically noted in these specifications.
		No MC cable will be used unless specifically approved.
	FIXTURES	LED fixtures or equivalent energy use.
		all fixtures installed in acoustical ceilings shall have a minimum of two independent support hangers tied to structure.
	LIGHTING MOUNTS	No Tapcon masonry mounts since the fixtures are likely to pull-out of masonry walls
	LIGHTING CONTROLS	Acuity - Schedule lighting scene programming 30-days after Occupant move-in.
	EXTERIOR LIGHTING	No photocells - Lighting should be run off a separate ZN card and automated logic controlled with updated graphics
		Light poles anywhere near vehicle areas must be set on concrete base 36-in high to prevent vehicle damage.
	AS-BUILT PLANS	Must include conduit pathways and sizes, j-box locations and sizes, and circuitry
		Label ceiling grid for concealed electrical disconnects
FIRE PROTECTION		
	FIRE ALARM	Existing Buildings with Simplex - use Simplex products
		New Buildings or Exist Buildings without Simplex - use Silent Night (non propietary E.g. Farenhyt)
		CO detectors, if required, shall be located in the interior of the building, in the occupied space being monitored. No CO duct detectors allowed.
		Building that are being expanded (added onto), shall expand on the existing system using only system compatible equipment by manufucturer.
		Wireless dialer will be used for notification to monitoring company - No POTS lines and will be set up with JCI monitoring.
		Supply facilities fire systems specialist with fire panel program and all passcode levels.
		Fire Alarm panel/room must have internet connectivity
	PLANS	Update whole building plans (digital) and coordinate update of fire panel info and device labeling
	SPRINKLER	All saddle tap connections require the removed tab to be hung beneath the tap created. Hanging with wire is acceptable.
GENERAL		
	ADA	Meets all current ADA Standards.
	CODE COMPLIANCE	Meets Wilco Adoped Codes
	TRAINING	Provide training for specialty systems/items
INTERIORS		
	SOUND BATTS	Install sound batting at office and meeting room walls and ceilings regardless of the quantity or type of building envelope insulation or deck insulation.
	CEILINGS	Sound deadening Accoustical Tile, not light weight foam type.
		Label ceiling grid for concealed equipment locations including all electrical disconnects, water valves, HVAC equipment etc.
	RESTROOM PARTITIONS	No laminate surfaces allowed
	RESTROOM MIRRORS	Frameless type. DO NOT butt to counter or backsplash below.
IT		
	DHCP COMPLAINT	Dynamic Host Client Protocol compliant controllers for all devices connected to Wilco IT systems
LANDSCAPING		
	PLANT SELECTION	Use only low water native and adaptive plants. Small turf areas. Overdesign for pedestrian traffic.
	IRRIGATION	Irrigated areas should be kept to a minimum and overall irrigation should be kept to a minimum.

WILLIAMSON COUNTY FACILITIES MINIMUM DESIGN SPECIFICATIONS

	IRRIGATION CONTROLS	Irrigation that is installed should have controls that are compatible with Wilco's existing automated control and monitoring software/hardware
	DESIGN	Concrete walk around building perimeter. No grass at edge of building. No small turf islands, use mulching materials instead.
		No shade trees to interfere with signage, lighting or utilities.
MAINTENANCE		
	FACILITIES CLOSET	All buildings should include a maintenance closet with storage space for such items as touch-up paint, spare lamps, spare ceiling tile,
		spare carpet tiles, ladders, etc.
	JANITORIAL CLOSET	All buildings should include a mop sink closet with storage space for cleaning supplies on shelving and space for rolling carts/mop buckets.
	RESTROOM ACCESSORIES	Automatic hand dryers at restrooms.
		Double roll S.S. toilet paper dispensers, multi-fold towel dispensers, hand dryers provided by Wilco contract provider
MECHANICAL		
	FILTER	2" filter racks at any air handler filter location.
		Advanced photo-catalytic oxidation type filtration.
	MAINTENANCE ACCESS	Place all units to allow for ground level maintenance and filter changes. If above ceiling installation is necessary, then install access doors.
		Avoid the necessity of ceiling tile removal to do maintenance. Use items such as catwalks if necessary for ease of maintenance.
	DUCT	All duct should be hard metal duct with exterior insulation, except for register drops can be flex if necessary.
	LOW AMBIENT	Install low ambient kits on all DX, RTU's, etc. to allow for humidity control in cold weather conditions.
	CONTROLS	Controls should be compatible with Wilco's existing automated controls software/hardware.
		Update automated logic graphics and zones (including floor plan graphics)
		Exhaust fans need CT's and automated logic graphic
		Mini splits need bacnet capability or ZN card and automated logic graphic
		(see exterior lighting) No HVAC controls on lighting ZN cards
	C.O. DUCT DETECTOR	Should not be powered by RTU. This allows maintenance to shutdown HVAC without setting off fire alarm.
	SOUND ISSUES	All open-air (open-plenum) areas should be designed with effective sound deadening boots at all return air grills entering office or meeting type space
	LABELING	Label ceiling grid for concealed HVAC equipment.
PAINTING		
	PREP	
	PRIME	
	APPLICATION	
	INTERIOR WALLS	Use only wilco standard colors and materials, DO NOT color-match
PLUMBING		
	LAYOUT	No pluming walls for restrooms on exterior envelope of buildings
	FIXTURES	Automatic (touch-less): toilets, lavatory fixtures.
		Provide plumbing for in-line filtration at all ice-maker locations
	TRAP PRIMERS	Use threaded connection supply-off of inverted "Y" on lavatory tailpipe
	HOSE BIBS	Specify only freeze-proof hose bibs & inimize
		No exterior hosebibs built into building exterior. Use only in-ground quick-connect
	ICE MACHINES	Locate multi-stage/ multi -cartridge commercial filter for easy maintenance access at each ice machine
	LABELING	Label ceiling grid for concealed equipment locations of water valves
ROOFS		
	ACCESS	If equipment is installed on roof, access should include at a minimum, a roof hatch for access, preferably with a permanently installed access ladder
	EQUIPMENT LIFTS	Provide cranes in accessible locations to lift repair equipment where rooftop equipment is installed (meet OSHA & ANSI standards)
	WALKWAY MATS	Fully-adhered walkway mats from roof access points to mechanical maintnenance access location for roof top units.
	SOLAR	Design roof structure with the capacity to support future solar panel installation.
STRUCTURAL		

	ENVELOPE	Building envelope should be weather tight.
	STUDS	All stud walls should be a minimum 20 GA material unless AE suggests otherwise

WAREHOUSE / GARAGE / SHOPS		
	ORIENTATION	Building orientation should be such that the overhead doors face North and South to allow for prevailing wind ventilation and/or install large exhaust fans for mechanical ventilation.
	SAFETY/HEALTH	Hand wash sink, eyewash stations, water fountain, ice machine floor drain.

G2 CSi
General Contractor

AWARDED VENDOR

---- Proposal----

TIPS 211001

6/27/2024

TEL: (512)688-5725 Fax: (512)688-5724
Submitted to Tommy Crockett
Company: Williamson County
Phone:254-415-5873
Job Title: Old DPS Bldg. S.O. Existing Duct Insulation and Roof Repairs and Sealants
Job Locations: 516 Pine Street Georgetown, TX 78626

Scope of Work:

1. **Duct work:**
   - Insulate all exposed metal ductwork with 2" vinyl back insulation. Staple, tape, mastic all joints. Prep and protect all work areas as needed, covering floors and office furniture. Protecting ceiling tiles from damage during this process.

   Duct work total: $13,000.00
2. **Roof work:**
   - Replace ridge cap screws with larger screws and seal seams.
   - Treat rusted areas and apply roof coating.
   - Add screws to rake at leak area and seal seams.
   - Clean jobsite of our debris.

   Roof work total: $3,000.00

We propose hereby to furnish material and labor necessary to complete the base bid project in accordance with the attached drawings, for the sum of **16,000.00** Sixteen thousand dollars and 00/100***

*** TIPS compliance fees are included in the total.**

Feel free to contact Shane Gibson with any questions, or comments regarding the scope of this proposal. All work is to be completed in a workmanlike manner according to standard practices. Any alteration, or deviation from the above specifications involving extra cost will be executed only upon written approval and will become an extra charge over and above this estimate.

Shane Gibson: _____

3303 Shell Road, Suite 3 Georgetown, TX 78628
Email: sales@g2csinc.com **Fax:** 512.688.5724 **Tel:** 512.688.5725
G2 Construction Services, Inc.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2024-1187954

Date Filed:
07/16/2024

Date Acknowledged:

1 **Name of business entity filing form, and the city, state and country of the business entity's place of business.**
G2 Construction Services, Inc.
Georgetown, TX United States

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

3 **Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**
TIPS 211001
Old DPS SO Roof and HVAC Duct Work

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

5 **Check only if there is NO Interested Party.** ☐

6 **UNSWORN DECLARATION**

My name is Jimmy S Gibson, and my date of birth is [redacted]

My address is [redacted] (street), Georgetown (city), TX (state), 78628 (zip code), US. (country)

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

Executed in Williamson County, State of Texas, on the 16 day of July (month), 20 24 (year).

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
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G2 Construction Services, Inc.
Georgetown, TX United States

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

Williamson County

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

TIPS 211001
Old DPS SO Roof and HVAC Duct Work

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

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

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

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

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

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

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

Commissioners Court - Regular Session **27.**

Meeting Date: 07/30/2024

Award of RFSQ #24RFSQ53 to Beck Architecture, LLC, for the Taylor Tax Office Expansion project 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 awarding RFSQ #24RFSQ53 to Beck Architecture, LLC, for the Taylor Tax Office Expansion project for Facilities Management, in the amount of $89,500.00 and authorize execution of the agreement. Funding source is P638.

Background

Beck Architecture, LLC, is recommended for award through RFSQ #24RFSQ53 which established a pre-qualified consultant pool to be contracted on an as-needed basis. Beck Architecture, LLC, is being recommended for this project following a project specific evaluation of the firms from the 24RFSQ53 pool wherein Beck Architecture, LLC, received the highest score for this project. This Agreement for Design and Engineering Services between Williamson County and Beck Architecture, LLC, relates to Taylor Tax Office Expansion located at the Taylor Annex Tax Office, 412 Vance St, #1, Taylor, Texas 76574. Detailed Scope of Work is attached. Funding Source is P638. Point of contact is Gretchen Glenn.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Agreement for Design and Engineering Services

Form 1295 - Beck Architecture, LLC

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	07/23/2024 03:45 PM
County Judge Exec Asst.	Becky Pruitt	07/25/2024 08:21 AM
Form Started By: Stacian Williams		Started On: 07/18/2024 02:51 PM
Final Approval Date: 07/25/2024		

AGREEMENT FOR DESIGN & ENGINEERING SERVICES

PROJECT: **Taylor Tax Office Expansion** ("Project")

ARCHITECT/ ENGINEER: **Beck Architecture, LLC** ("A/E")
Nathan Wilcox, AIA, Architect
1401 E 6th St., Bldg 1, Suite 500
Austin, Texas 78702

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

THIS AGREEMENT FOR DESIGN AND 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 A/E.

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 architects and engineers; and

WHEREAS, County intends to **buildout empty tenant space and remodel existing tax office space to be one unified tax office**; and

WHEREAS, County desires that A/E perform certain professional services in connection with the Project; and

WHEREAS, A/E represents that it is qualified and desires to perform such services;

NOW, THEREFORE, County and A/E, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

ARTICLE 1
SCOPE OF AGREEMENT

A/E agrees to perform professional services in connection with the Project as stated herein, and for having rendered such services, County agrees to pay to A/E 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 A/E 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 A/E; however, any and all such information shall remain the property of County and shall be returned, if County so instructs A/E.

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
2012 Edition of the Texas Accessibility Standards (TAS) regarding the Elimination of Architectural Barriers Program, including latest revisions (*see* 16 Tex. Admin. Code § 68.100; *see also* Tex. Gov't Code, Ch. 469).

2.3.2
Americans with Disabilities Act (ADA)

2.3.3
Williamson County Facilities Building Code Adoption List, 2020 edition as updated

2.3.4
Williamson County Consultant Design Submittal Guidelines, 2020 edition as updated

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

3.1 Non-collusion.
A/E warrants that it has not employed or retained any company or persons, other than a bona fide employee working solely for A/E, 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.
A/E must sign the Debarment Certification enclosed herewith as **Exhibit E**.

3.3 Financial Interest Prohibited.
A/E covenants and represents that A/E, 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, A/E shall perform professional design and engineering services for the Project, which are acceptable to County, based on standard architectural and engineering practices and the scope of work described on the Exhibits attached to this Agreement. A/E shall also serve as County's professional architect and engineer in those phases of the Project to which this Agreement applies and will consult with and give advice to County during the performance of A/E's services.

4.2
A/E shall perform the following Basic Scope of Services (sometimes referred to herein as the “Basic Scope of Services”, “Basic Services” or the “Scope of Services”):

4.2.1
The Basic Scope of Services shall generally consist of all elements of work, meetings, materials, and equipment required for the development of the Project in accordance with the requirements, policies, and general practices of Williamson County.

4.2.2
As part of the Basic Services, A/E shall submit its work products to County for review as requested by County.

4.2.3
The detailed Basic Services for the Project is set forth herein as **Exhibit A** to this Agreement, which is expressly incorporated and made a part hereof.

ARTICLE 5
TIME FOR PERFORMANCE

5.1 Commencement.
A/E shall not commence work until A/E 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.
A/E agrees to complete the Basic Services within the time period set forth in **Exhibit C**. The time limits set out therein may, for good cause, be extended, in writing, by County as the Project proceeds.

ARTICLE 6
COMPENSATION AND EXPENSES

6.1 Basic Fee.
For and in consideration of the Basic Services rendered by A/E, County shall pay to A/E up to **Eighty-Nine Thousand Five Hundred Dollars ($ 89,500)** hereinafter called the "Basic Fee".

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

6.2 Expenses.
A/E 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 A/E without markup. Reimbursable Expenses are in addition to compensation for Basic and Additional Services and must not exceed **Eight Hundred Ninety-Five Dollars ($ 895)**.

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 A/E shall receive, under a negotiated, written Supplemental Agreement, Additional Services compensation based upon invoices of percentage completion.

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

It is expressly understood and agreed that A/E shall not furnish any Additional Services without the prior written authorization of County by a negotiated Supplemental Agreement. County shall

have no obligation to pay for such Additional Services which have been rendered without prior written authorization of County as hereinabove required.

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

8.1 Time of Payment.

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

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

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

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

Upon submittal of the initial invoice, A/E 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 A/E 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. A/E 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 A/E 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 A/E 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 A/E 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 **Texas Government Code, Chapter 2251, V.T.C.A**.

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 A/E 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 A/E 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.

A/E's Designated Representative for purposes of this Agreement is as follows:

Beck Architecture, LLC ("A/E")
Nathan Wilcox, AIA, Architect
1401 E 6th St., Bldg 1, Suite 500
Austin, Texas 78702

A/E shall have the right, from time to time, to change A/E'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 A/E under this Agreement, A/E'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 A/E's Designated Representative on behalf of A/E 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 A/E's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision, or determination hereunder by A/E's Designated Representative shall be binding on A/E. A/E's Designated Representative shall have the right to modify, amend, and execute Supplemental Agreements on behalf of A/E.

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 A/E 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 Commissioners Court
401 W. 6th Street
Georgetown, Texas 78626

A/E: Beck Architecture, LLC
1401 E 6th St., Bldg 1, Suite 500
Austin, Texas 78702

Attention: Nathan Wilcox, AIA
Architect

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

ARTICLE 11
PROGRESS EVALUATION

A/E 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. A/E 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 A/E, conferences shall be provided at A/E'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 Basic Services and any applicable Additional Services. County may, from time to time, require A/E 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 A/E to determine corrective action required.

A/E 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 A/E 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**. A/E 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 A/E WORK PRODUCT

13.1 Review Process.
A/E'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 A/E and supporting documents (collectively referred to hereinabove and hereinafter as the "A/E Work Product(s)"), shall be submitted by A/E 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 A/E 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 A/E 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 A/E and County’s technical review process will begin.

If the submission is not Complete, County will notify A/E, 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 in each design phase for compliance with this Agreement and general conformance with the Design Deliverable Guidelines. "Acceptance" or “Accepted” shall mean that in County’s reasonable opinion, substantial compliance with the requirements of this Agreement has been achieved.

If a lack of coordination between subconsultant documents is discovered in the A/E work product, which is not specifically called-out by A/E as a pending coordination item, the work product will be returned to A/E along with written email notification which may describe preliminary deficiencies discovered and may reference the terms of **Paragraph 13.1.3** of this Agreement. A/E shall perform any required corrections to Basic Services and resubmit to County.

Should this process need to be repeated for the same or subsequent deficiencies related to the initial deficiencies, County will issue a marked-up work product to A/E indicating specific deficiencies for correction. County will also issue a notice for A/E to deduct **One Thousand Dollars ($ 1,000)** from the A/E ‘s Basic Fee on the next invoice for each occurrence until the Basic Services are Accepted.

13.1.4 Final Approval.

After Acceptance, A/E 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 A/E Work Product.

A/E shall make, without expense to County, such revisions to A/E Work Product as may be required to correct negligent errors or omissions so A/E Work Product meets the needs of County, but after the approval of A/E Work Product any revisions, additions, or other modifications made

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

13.3 Days.

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

13.4 County's Reliance on A/E.

A/E'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 A/E 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 A/E'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 A/E **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**, A/E shall have the option of terminating this Agreement and, in the event, A/E 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 A/E 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 A/E shall be grounds for termination of this Agreement, and any increased costs arising from A/E's default, breach of contract, or violation of contract terms shall be paid by A/E.

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 A/E, as a consequence of failure by A/E 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 A/E, upon not less than **thirty (30) days** written notice to A/E.

16.5
By satisfactory completion of all Basic 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 A/E. In determining the value of the Basic Services performed by A/E prior to termination, County shall be the sole judge. Compensation for Basic Services at termination will be based on a percentage of the Basic Services completed at that time. Should County terminate this Agreement under **Section 16.4** above, then the amount charged during the **thirty (30)-day** notice period shall not exceed the amount charged during the preceding **thirty (30) days**.

If A/E defaults in the performance of this Agreement or if County terminates this Agreement for fault on the part of A/E, then County shall give consideration to the actual costs incurred by A/E 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 A/E to fulfill its contractual obligations, then County may take over the Project and prosecute the Basic Services to completion. In such case, A/E shall be liable to County for any additional and reasonable costs incurred by County.

A/E shall be responsible for the settlement of all contractual and administrative issues arising out of any procurements made by A/E 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 "A/E Work Products") prepared by A/E 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 A/E'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 A/E.

By execution of this Agreement and in confirmation of the fee for services to be paid under this Agreement, A/E 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 A/E. A/E 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 A/E or anyone connected with A/E, including agents, employees, Engineers or subcontractors/ subconsultants. All documents so lost or damaged shall be replaced or restored by A/E without cost to County.

Upon execution of this Agreement, A/E grants to County permission to reproduce A/E'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. A/E shall obtain similar permission from A/E's subcontractors/ subconsultants consistent with this Agreement. If and upon the date A/E 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 A/E. However, County shall be permitted to authorize the contractor, subcontractors, and material or equipment suppliers to reproduce applicable portions of A/E Work Products appropriate to and for use in the execution of the Work. Submission or distribution of A/E Work Products to meet official regulatory requirements or for similar purposes in connection with the Project is permitted. Any unauthorized use of A/E Work Products shall be at County's sole risk and without liability to A/E and its subconsultants.

Prior to A/E providing to County any A/E Work Products in electronic form or County providing to A/E any electronic data for incorporation into A/E Work Products, County and A/E shall, by separate written agreement, set forth the specific conditions governing the format of such A/E Work Products or electronic data, including any special limitations not otherwise provided in this Agreement. Any electronic files are provided by A/E 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 A/E, the hardcopy shall prevail. Only printed copies of documents conveyed by A/E shall be relied upon.

A/E 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 A/E making that change and shall be appropriately marked to reflect what was changed or modified.

ARTICLE 18
PERSONNEL, EQUIPMENT, AND MATERIAL

A/E 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 A/E shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of A/E 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. A/E 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. A/E may not change the Project Manager without prior written consent of County.

ARTICLE 19
SUBCONTRACTING

A/E 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 A/E 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.

A/E 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 architecture and engineering professions, and in recognition of such standards, A/E 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. A/E shall furnish County with satisfactory proof of its compliance.

A/E shall further obtain all permits and licenses required in the performance of the Basic Services contracted for herein.

21.2 Taxes.

A/E 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

A/E 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 A/E, A/E'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY UNDER CONTRACT WITH A/E INCLUDING, WITHOUT LIMITATION, A/E'S SUBCONSULTANTS, OR ANY OTHER ENTITY OVER WHICH A/E EXERCISES CONTROL.

A/E 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 A/E'S FAILURE TO PAY A/E'S EMPLOYEES, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, IN CONNECTION WITH ANY OF THE WORK PERFORMED OR TO BE PERFORMED UNDER THIS AGREEMENT BY A/E.

A/E 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 A/E IN THE PERFORMANCE OF THIS AGREEMENT.

THE LIMITS OF INSURANCE REQUIRED IN THIS AGREEMENT AND/OR THE CONTRACT DOCUMENTS SHALL NOT LIMIT A/E'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 A/E IS NOT LEGALLY LIABLE, A/E'S OBLIGATIONS SHALL BE IN PROPORTION TO A/E'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 A/E OR ANY OF ITS EMPLOYEES OR ANY PERSON, FIRM OR CORPORATION DIRECTLY OR INDIRECTLY EMPLOYED BY A/E, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS IN THE CONSTRUCTION DOCUMENTS OR IN THE ADMINISTRATION OF THIS AGREEMENT BY A/E OR ANY OF ITS EMPLOYEES OR

ANY PERSON, FIRM OR CORPORATION DIRECTLY OR INDIRECTLY EMPLOYED BY A/E, 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 A/E AT COUNTY'S COST. A/E SHALL ALSO HOLD COUNTY HARMLESS AND INDEMNIFY COUNTY TO THE EXTENT THAT A/E, ANY OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH A/E 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 A/E, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH A/E EXERCISES CONTROL, ARE ADJUDICATED AT FAULT.

ARTICLE 23
PROFESSIONAL'S RESPONSIBILITIES

A/E 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 A/E's responsibilities for all questions arising from design errors and/or omissions, subject to the dispute resolution provisions of **Article 31**. A/E 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 architect and engineer shall sign, seal, and date all appropriate submissions to County in accordance with Texas laws and the rules of the State Boards of Registration for Professionals.

ARTICLE 25
INSURANCE

A/E shall comply with the following insurance requirements, at all times, during this Agreement:

25.1 Coverage Limits.

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

25.4 Commencement of Work.
A/E 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, A/E 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 A/E 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.
A/E shall furnish County with a certification of coverage issued by the insurer. A/E shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requirements set forth hereunder, A/E 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 A/E, 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 A/E, A/E 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**.

A/E shall obtain and monitor the certificates of insurance from each subcontractor/ subconsultant in order to assure compliance with the insurance requirements. A/E 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 A/E shall be borne solely by A/E, 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. A/E 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
A/E'S ACCOUNTING RECORDS

A/E 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 the purposes of making audits, examinations, excerpts and transcriptions. A/E 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. A/E further agrees that County shall have access during normal working hours to all necessary A/E 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 A/E reasonable advance notice of intended audits.

ARTICLE 30
GENERAL PROVISIONS

30.1 Time is of the Essence.

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

30.2 Force Majeure.
Neither County nor A/E 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 architecture, engineering, consulting and related services performed or furnished by A/E and its employees under this Agreement will be the care and skill ordinarily used by members of A/E'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 A/E are made on the basis of information available to A/E and on the basis of A/E's experience and qualifications and represents its judgment as an experienced and qualified professional. However, since A/E 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, A/E does not guarantee that proposals, bids or actual Project or construction cost will not vary from opinions of probable cost A/E 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 A/E 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 A/E), whether or not it results from, or involves, any action or failure to act by A/E or any employee or agent of A/E and which arises in any manner from the performance of this Agreement, A/E 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. A/E shall also immediately send to County a copy of any summons, subpoena, notice, or other documents served upon A/E, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from A/E'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. A/E 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 A/E 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 A/E.

ARTICLE 31
DISPUTE RESOLUTION

Except as otherwise specifically set forth herein, County and A/E 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 A/E release any material or information developed in the performance of its services hereunder without the express written permission of County.

ARTICLE 35
A/E's REPRESENTATIONS

A/E 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. A/E 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 A/E 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, 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:
Beck Architecture, LLC

By: _____
Signature

Nathan Hillcox
Printed Name

Principal
Title

Date Signed: 7.16.2024

COUNTY:
Williamson County, Texas

By: _____
Signature

_____
Printed Name

_____
Title

Date Signed: _____

EXHIBIT A

SCOPE OF BASIC SERVICES

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

In consideration of the Basic Fee provided in the Agreement, A/E shall perform the following Basic Services, based on standard architectural and engineering practices:

These services may include, but are not limited to as-built drawings, programming, architectural, structural, civil, mechanical, plumbing, electrical, hazardous materials, IT and security, landscape and irrigation, cost estimates and construction administration, master planning, facility condition assessment, forensic investigations, real estate evaluations, and specialized studies and analyses as agreed to by County and A/E.

GENERAL REQUIREMENTS

Design Criteria. A/E shall prepare all work in accordance with the latest version of applicable County's procedures, specifications, manuals, guidelines, standard drawings, and standard specifications. A/E shall prepare each Plans, Specifications, and Estimates (PS&E) package in a form suitable for letting through County's construction contract bidding and awarding process.

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

A/E shall notify County and coordinate with adjacent A/Es on all controls at project interfaces.

A/E shall prepare each exhibit necessary for approval by each utility, and other governmental or regulatory agency in compliance with the applicable format and guidelines required by each entity and as approved by County. A/E shall notify County in writing prior to beginning any services on any outside agency's exhibit.

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

A/E shall prepare and maintain a design and estimated construction schedule in a format reasonably acceptable to County during project phases prior to the Construction Administration Phase. A/E shall schedule milestone submittals per **Exhibit C – Production Schedule**. Contractor shall prepare and maintain a construction schedule in Gantt chart format during the

project Construction Administration Phase through the Close-out Phase.

Within **thirty (30) days** of completion of construction of the project, A/E shall deliver all electronic files in formats reasonably acceptable to County.

Final payment is contingent upon County's receipt and confirmation by County's PM that the electronic files function and are formatted in accordance with the Agreement and all review comments are addressed.

A/E shall prepare a letter of transmittal to accompany each document submittal to County. At a minimum, the letter of transmittal must include County's project name, Agreement and Work Authorization numbers, as well as facility name and address.

Coordination. A/E shall coordinate issues through County's PM. County will communicate, in writing, resolution of issues and provide A/E direction through County's PM.

Level of Effort. A/E shall base the level of effort at each phase on the prior work developed in earlier phases without unnecessary repetition or re-study.

Quality Assurance (QA) and Quality Control (QC). A/E shall provide peer review at all levels. For each deliverable, A/E shall maintain evidence of A/E's 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 A/E fail to provide the evidence of internal mark-ups. A/E shall clearly label each document submitted for quality assurance as an internal mark-up document.

A/E shall perform QA and QC on all consultant products (when applicable to the project) prior to delivery to County. If, during the course of reviewing a submittal, it becomes apparent to County that the submittal contains unreasonable errors, omissions, or inconsistencies, County may cease its review and immediately return the submittal for appropriate action by A/E.

A submittal returned to A/E for this reason is not a submittal for purposes of the submission schedule. Rejected submittals shall neither impact the overall deadline of the Project nor the review period allotted to County officials. A/E shall provide an updated schedule showing interim submission date changes to make-up for any lost time. A/E shall not submit an invoice until County accepts the submittal as reasonably complete.

Organization of Plan Sheets. The PS&E package shall be complete and organized in a manner that is suitable for the bidding and awarding of a construction contract.

Naming of Electronic Project Files and Organization of Design Project Folders. A/E shall use succinct and understandable file names including project name, document content, and date created (i.e. "*Project_DOCUMENT_yyyy.mm.dd*"). A/E 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.

Referenced Documents. County standardized design and procedure documents are provided for public reference at the following web address:

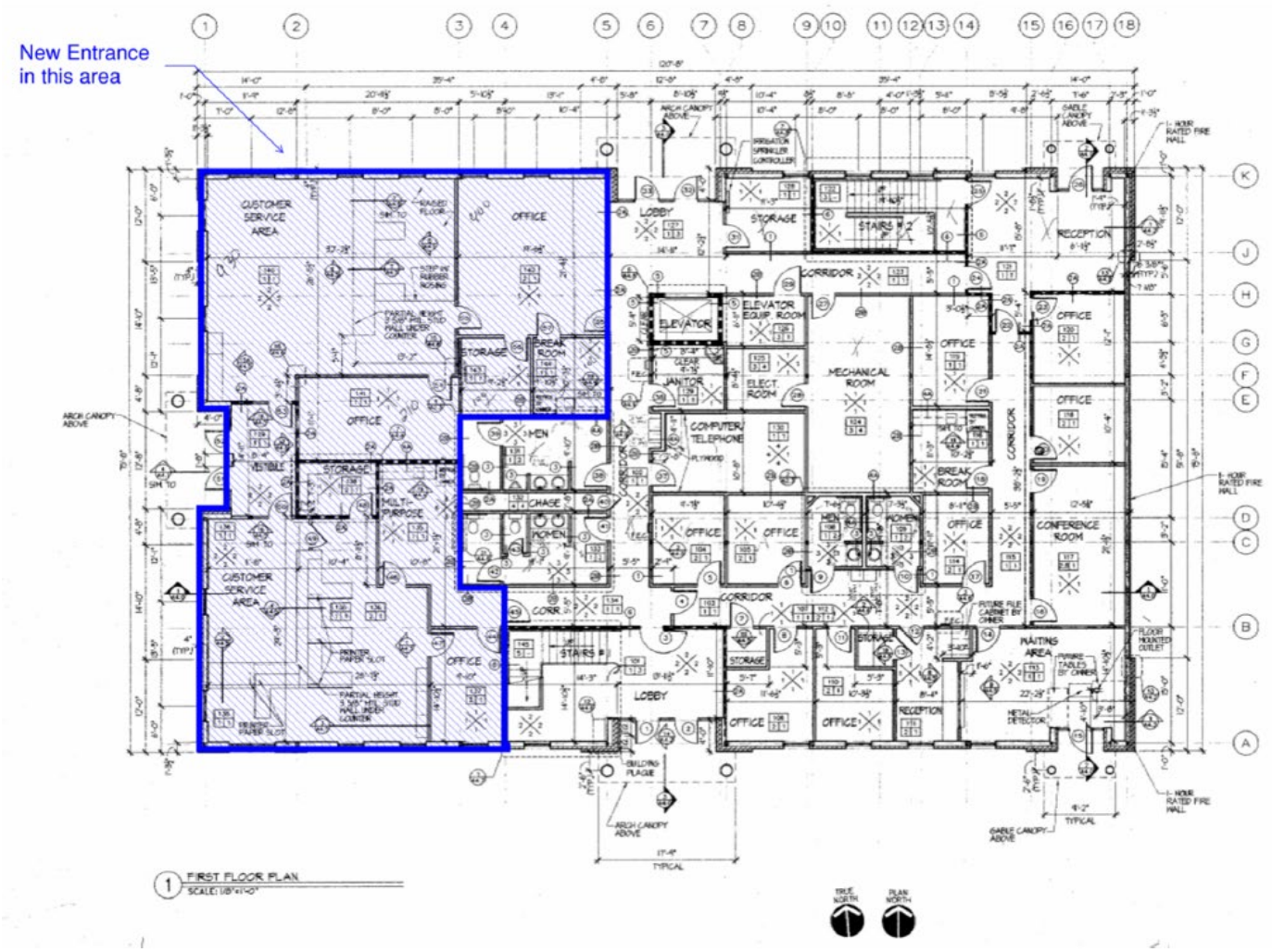
https://www.wilcotx.gov/376/Facilities-Management

SCOPE OF WORK:

Taylor Annex
412 Vance St, #1
Taylor, Texas 76574
Tax Office
P638

Design services for the renovation and improvements at the Taylor Annex Tax Office facility based on the tenant finish out being planned for approximately 4,000 SF of space within the building and would include the design and documentation of the project boundary illustrated. In general, the project scope will be to renovate the existing tax which includes:

· Customer Lobby
· Staff workstations (8)
· Multiple exits for staff and customers
· New main customer entry, requiring modification of exterior building envelope
· Manager's Office
· Cash Count Room
· Work Space
· Safe room for remote pick-up
· Storage/Inventory Room
· Break Room
· Employee Restroom
· Employee Entrance



Design services shall be conducted in phases as outlined herein. Phases may be combined to expedite design process when defined in **Exhibit C – Production Schedule**. Individual phases or groups of phases shall be authorized herein or by fully executed Supplemental Agreement.

Phase I - SCHEMATIC DESIGN - 30% Program, Plans, Outline Specifications and Estimate

Upon receipt of written Notice to Proceed, A/E shall accomplish the following:

A. Investigate site/facility and verify known existing or available utility locations.

B. Review International Building Code (IBC), ASHRAE 90.1, ASHRAE 62.1,

International Mechanical Code (IMC), National Electric Code (NEC), International Energy Conservation Code (IECC), and any other applicable codes and ordinances.

C. Advise County of any changes, additions, or corrections to the preliminary program, plans, specifications, and budget.

D. Provide deliverables in accordance with County's Design Submittal Guidelines.

Phase II - DESIGN DEVELOPMENT – 60% Plans, Specifications and Estimate

Upon County acceptance of previous phase, A/E shall proceed with the following:

A. Consult freely with County concerning the principal phases of the work and immediately advise County of any unusual requirements or features not apparent during execution of the Schematic Design Phase.

B. Develop plans and specifications, which indicate materials, construction methods and buildings systems. These building systems may include (but are not limited to) structural, mechanical, plumbing, and electrical.

C. Provide preliminary materials selection board to County for review with internal departments.

D. Prepare a Design Development level cost estimate in a form acceptable to County.

E. Submit Plans, Specifications, and all other required documentation for Site Development Permit application for the project with the local jurisdiction having review authority. Notify County's PM of any required submittal fees to be paid by County.

F. Provide deliverables in accordance with County's Design Submittal Guidelines.

Phase III - CONSTRUCTION DOCUMENTS – 100% Plans, Specifications, and Estimate

Upon County acceptance of previous phase, A/E shall proceed with the following:

A. Prepare complete plans, specifications and engineering calculations (without professional seals) setting forth in detail the work required for the architectural, structural, civil, mechanical, plumbing, electrical, landscaping and irrigation, and site work.

B. Consult freely with County concerning the principal phases of the work immediately advise County of any unusual requirements or features not apparent during execution of the Schematic Design and Design Development Phases.

C. Prepare a detailed cost estimate of the project on a form acceptable to County.

D. Prepare a construction schedule with a Gantt chart or other County approved format which lists the anticipated major activities required to complete the project.

E. Complete the PS&E for the entire Project and its component parts. The Project detailed cost estimate shall not exceed the project construction budget as approved in writing by County.

F. Update preliminary materials selection board or provide new for County project records.

G. Provide deliverables in accordance with County's Design Submittal Guidelines.

Phase IV – REGULATORY REVIEW AND PERMITS - Plans, Specifications, and Permits:

Upon County acceptance of previous phase, A/E shall proceed with the following:

A. When applicable, register the project with the Texas Department of Licensing and Regulation (TDLR) and obtain an EABPRJ number for inclusion on the project coversheet prior to Permit application submittal to the local jurisdiction having review authority. Register as the Owner's Designated Agent for further correspondence with TDLR and Registered Accessibility Specialist (RAS).

B. Participate in any Pre-submittal Meetings required by local jurisdiction prior to Permit application submittal.

C. Submit Plans, Specifications, and all other required documentation for construction Permit application for the project with the local jurisdiction having review authority. Notify County's PM of any required submittal fees to be paid by County.

D. Submit Construction Documents and Specifications to the Registered Accessibility Specialist (RAS) approved by County for Architectural Barriers plan review.

E. Receive and respond to permitting comments by the local jurisdiction having review authority.

F. Revise plans and specifications as necessary to conform to permitting, accessibility, and budget requirements without additional charge to County.

G. Provide deliverables in accordance with County's Design Submittal Guidelines.

Phase V – CONSTRUCTION CONTRACT BIDDING, AWARD, AND EXECUTION

Upon County acceptance of previous phase, A/E shall proceed with the following:

A. Participate in a Pre-bid Meeting, answer RFI's from Contractors and suppliers, and prepare addenda items as required.

B. Provide deliverables in accordance with County's Design Submittal Guidelines.

Phase VI - CONSTRUCTION ADMINISTRATION - Project Observation

Upon County acceptance of previous phase, A/E shall perform the following services:

A. Provide general administration and be County's representative during the construction of the project. Advise, consult, and issue County's instructions to Contractor in writing with copies furnished to all parties. Prepare change orders and supplementary drawings.

B. Provide conformed construction drawing and specification sets for each issuance of Architect's Supplemental Instructions.

C. Conduct and oversee pre-construction meeting.

D. Process/ respond to Requests for Information, Change Proposals, Change Orders, Change Directives.

E. Review/ approve shop drawings, submittals, samples and mock-ups. Submit copies of each shop drawing and submittal of materials and equipment to County.

F. Conduct and oversee bi-weekly progress meetings.

G. Conduct site visits with personnel technically qualified by education and experience to competently observe relevant aspects of construction. Make necessary observations to determine if workmanship and quality of materials generally conform to the plans and specifications, and that provisions of the contract are complied with.

H. Reject work performed by Contractor which does not meet the requirements of the Construction Documents; and, order removal and replacement of such work.

I. Review progress estimates of work performed and invoiced by Contractor. Within **three (3) business days** of receipt, submit written reviews to County.

J. Coordinate Texas Accessibility Standards (TAS) Inspection to be concurrent with Substantial Completion Inspection.

K. Accompany County on Substantial Completion Inspection with appropriate staff and affiliates. Prepare a punch list of items needing correction. After Contractor has performed the required corrections, notify County in writing that the contract has been performed in general conformance with the plans and specifications and is ready for Final Inspection.

L. Provide deliverables in accordance with County's Design Submittal Guidelines.

Phase VII – PROJECT CLOSE-OUT – Final Inspection and Document Review:

Upon County acceptance of previous phase, A/E shall perform the following services:

A. Accompany County on Final Inspection to determine if construction has been completed in general accordance with the Contract Documents.

B. Review warranties, guarantees, bonds, equipment operating instructions, and similar deliverables to verify receipt, and general conformance to requirements of the Contract.

C. After determining that the general requirements of the Plans and Specifications have been met, certify and approve Contractor's Final Application for Payment.

D. Upon completion of construction and prior to the request for final payment, make changes in the original REVIT or model CAD files of the Project to show changes made and noted by Contractor of the work and final location of the mechanical service lines and outlets including outside utilities. Develop project Record Construction Drawings and Specifications.

E. Provide deliverables in accordance with County's Design Submittal Guidelines.

EXHIBIT B

FEE SCHEDULE

This schedule indicates fees by Phase of the Basic Fee:		$	89,500	100%
89%	**Beck Architecture, LLC**	$	80,000	
11%	**MEP Services**	$	9,500	
Phase I - SCHEMATIC DESIGN		$	30,000	34%
	Beck Architecture, LLC	$	30,000	
	MEP Services	$	-	
Phase II - DESIGN DEVELOPMENT		$	-	0%
	Beck Architecture, LLC	$	-	
	MEP Services	$	-	
Phase III - CONSTRUCTION DOCUMENTS		$	59,500	66%
	Beck Architecture, LLC	$	50,000	
	MEP Services	$	9,500	
Phase IV - REGULATORY REVIEW AND PERMITS		$	-	0%
	Beck Architecture, LLC	$	-	
	MEP Services	$	-	
Phase V - BIDDING, AWARD, AND EXECUTION		$	-	0%
	Beck Architecture, LLC	$	-	
	MEP Services	$	-	
Phase VI - CONSTRUCTION ADMINISTRATION		$	-	0%
	Beck Architecture, LLC	$	-	

MEP Services	$ -	
Phase VII - PROJECT CLOSE-OUT	**$ -**	0%
Beck Architecture, LLC	$ -	
MEP Services	$ -	

EXHIBIT C

PRODUCTION SCHEDULE

A/E agrees to complete the professional design services called for in **Exhibit A** of this Agreement within **Two Hundred Twenty-Eight (227) calendar days** from the P

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

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

Agreement Execution Date	**07/30/24**

Phase I - SCHEMATIC DESIGN

Preliminary Scope and Budget analysis deliverables	08/20/24
30% Plans, Specifications and Estimate deliverables	08/30/24
County written authorization to proceed to next phase	09/20/24

Phase II - CONSTRUCTION DOCUMENTS

Site Development Plans application submittal to City	10/04/24
Complete Plans, Specifications and Estimate deliverables	10/18/24
County written authorization to proceed to next phase	11/08/24

Phase VI - CONSTRUCTION ADMINISTRATION

Contractor Notice to Proceed	01/09/25
Construction Substantial Completion	02/10/25
All services shall be complete on, or before:	**03/14/25**

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 A/E 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.

Beck Architecture, LLC

Signature of Certifying Official

NATHAN WILCOX
Printed Name of Certifying Official

PRINCIPAL
Title of Certifying Official

7.16.2024
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 Nathan Wilcox (Signatory Name) the Principal (Signatory Title) of Beck Architecture, LLC (Entity Name), on behalf of said firm.

Notary Public in and for the
State of Texas

My commission expires: 07/13/25

AUDREY ORMOND
Notary Public, State of Texas
Comm. Expires 07-13-2025
Notary ID 12941684-4

EXHIBIT F

CERTIFICATES OF INSURANCE

A/E and Subconsultant Certificates of Insurance attached:

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2024-1188001

Date Filed:
07/16/2024

Date Acknowledged:

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

Beck Architecture, LLC
Austin, TX United States

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

Williamson County Facilities Department

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.

Taylor Tax Office Expansion
Design and Engineering Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Beck III, Henry	Dallas, TX United States	X	
Prepall, Frederick	Dallas, TX United States	X	
Bard, Benjamin	Dallas, TX United States	X	
Fox, Stephanie	Dallas, TX United States	X	
Morrow, Bryce	Dallas, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Stephanie Fox, and my date of birth is [redacted].

My address is [redacted] (street), Dallas (city), TX (state), 75238 (zip code), USA (country).

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

Executed in Dallas County, State of TX, on the 16 day of July (month), 2024 (year).

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2024-1188001

Date Filed:
07/16/2024

Date Acknowledged:
07/18/2024

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

Beck Architecture, LLC
Austin, TX United States

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

Williamson County Facilities Department

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.

Taylor Tax Office Expansion
Design and Engineering Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Beck III, Henry	Dallas, TX United States	X	
Prepall, Frederick	Dallas, TX United States	X	
Bard, Benjamin	Dallas, TX United States	X	
Fox, Stephanie	Dallas, TX United States	X	
Morrow, Bryce	Dallas, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

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

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

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

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

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

Commissioners Court - Regular Session **28.**

Meeting Date: 07/30/2024

Authorize Issuing Advertisement for RFCSP #24RFCSP68 Criminal Justice Center (CJC) North Roof Replacement 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 competitive sealed proposals for a contractor for Criminal Justice Center North Roof Replacement, under RFCSP #24RFCSP68; designating Reliance Architects for Architectural/ Engineering services, and approving, in the public interest, assigning the price criteria a weighted value of not less than 36.9 percent of the total weighted value of all selection criteria. The Funding Source is P615.

Background

Williamson County (County) is seeking written proposals from qualified contractors to provide Competitive Sealed Proposals for Justice Center (CJC) North Roof Replacement. The County intends to utilize the one-step selection process for this solicitation and award. The County intends to reconfigure roof insulation to redirect runoff for downspouts on the east side of the building, re-roof 24,000 sf of the North section of the Justice Center and repair incidental property damages (façade masonry, sidewalks, etc.), located at 405 MLK Street, Georgetown, TX. The Funding Source is P615, with an approved construction budget of $700,000.00. Point of Contact is Thomas Crockett, Facilities Management.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	07/24/2024 11:35 AM
County Judge Exec Asst.	Becky Pruitt	07/25/2024 08:46 AM
Form Started By: Stacian Williams		Started On: 07/24/2024 10:44 AM
Final Approval Date: 07/25/2024		

Commissioners Court - Regular Session **29.**

Meeting Date: 07/30/2024

Approval of Termination Agreement for Design & Engineering Services - Personnel Building Expansion for Facilities Management

Submitted For: Joy Simonton

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing approval and execution of a termination agreement for the Personnel Building Expansion project with MODE Design Company and Williamson County, effective July 30th, 2024.

Background

Approval of this item will terminate the county's existing contract with MODE Design Company for RFSQ #21RFSQ2 for Road and Bridge Personnel Building Expansion approved by the Commissioner's Court on 02/27/2024. On the terms set forth herein, County and A/E mutually agree to terminate the Agreement due to there being a need to change the Scope of Services for the Project. The department point of contact is Christy Matsoka.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Termination Agreement

Form Review

Inbox	Reviewed By	Date
Purchasing	Joy Simonton	07/24/2024 02:06 PM
County Judge Exec Asst.	Becky Pruitt	07/25/2024 08:51 AM
Form Started By: andy.portillo		Started On: 07/24/2024 01:24 PM
Final Approval Date: 07/25/2024		

AGREEMENT TO TERMINATE
Agreement for Design & Engineering Services

PROJECT: **Personnel Building Expansion** ("Project")

ARCHITECT/ ENGINEER: **MODE Design Company** ("A/E")
Ryan Hansanuwat, NCARB, LEEF AP, President
103 Woods Lane
Cedar Park, TX 78613

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

THIS AGREEMENT TO TERMINATE that certain **Agreement for Design & Engineering Services** ("Termination") is made and entered into effective as of the latest date of the signatories indicated at the conclusion of this document (the "Effective Date"), by and between **Williamson County**, a body corporate and politic under the laws of the State of Texas ("County") and A/E.

R E C I T A L S

WHEREAS, County and A/E are parties to that certain **Agreement for Design & Engineering Services** executed on **February 28th, 2024** ("Agreement") wherein A/E agreed to provide certain professional services in connection with the Project;

WHEREAS, County and A/E desire to terminate the Agreement as of the Effective Date set out herein below.

NOW, THEREFORE, County and A/E, for and in consideration of the premises contained herein and other good and valuable consideration, the receipt and adequacy of which are hereby forever acknowledged and confessed, do mutually agree as follows:

ARTICLE 1
TERMINATION OF AGREEMENT

1.1 Termination.
On the terms set forth herein, County and A/E mutually agree to terminate the Agreement due to there being a need to change the Scope of Services for the Project.

1.2 Effective Date of Termination.
The Effective Date of Termination shall be **July 30th, 2024**.

1.3 Obligations Prior to Termination.
Prior to 11:59 pm on the Effective Date of Termination, County and A/E shall continue to comply with all terms of the Agreement.

1.4 Obligations Following Termination.
County and A/E shall have no continued obligations, with the exception of any obligations accruing prior to the Effective Date of Termination and any obligations that extend beyond the Effective Date of Termination under the terms of the Agreement.

ARTICLE 2
GENERAL PROVISIONS

2.1 Entire Agreement.
County and A/E acknowledge that this Termination embodies the entire agreement and understanding between them with respect to the Project and supersedes any prior Agreements, Amendments, relating to the Project. This Termination may not be altered, modified, or discharged except by a writing signed by the party against whom such alteration, modification, or discharge is sought.

2.2 Identical Counterparts.
This Termination may be executed in one or more counterparts, each of which shall, for all purposes, be deemed to be an original and all of which shall collectively constitute the same instrument, but in making proof of this Termination, only one such counterpart need be produced or accounted for.

2.3 Representation and Construction.
By executing this Termination, County and A/E acknowledge that they have had the opportunity to be represented by independent counsel and review and consider the terms of the Termination. This Termination shall not be construed against or in favor of any party due to the fact that such party may or may not have authored said Termination or any provision contained herein.

2.4 Amendments.
For purposes of this Termination, the term “Agreement” shall mean and include the **Agreement for Design & Engineering Services** and any Amendments issued under it.

ARTICLE 3
SIGNATORY WARRANTY

The undersigned signatory for A/E hereby represents and warrants that the signatory is an officer of the organization for which he/she has executed this Termination and that he/she has full and complete authority to enter into this Termination on behalf of the firm.

IN WITNESS WHEREOF, County has caused this Termination 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 OR MODIFY THIS TERMINATION, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

A/E:
MODE Design Company

By: _____
Signature

Ryan Hansanuwat
Printed Name

President
Title

Date Signed: 7/16/2024

WILLIAMSON COUNTY:

By: _____

Bill Gravell Jr.
Williamson County Judge

Date Signed: _____

Commissioners Court - Regular Session **30.**

Meeting Date: 07/30/2024

Authorize issuing RFP #24RFP67 Landfill Gas Recovery and Utilization Project for Road and Bridge Department

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed responses for Landfill Gas Recovery and Utilization Project, under RFP #24RFP67.

Background

Williamson County is soliciting proposals from respondents for constructing and operating a Landfill Gas ("LFG") Recovery and Utilization project (the "LFG Project") for the County Landfill located at 600 Landfill Road, Hutto, Texas (the "Landfill"). This is a revenue-generating project and the point of contact is Bob Daigh.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	07/23/2024 04:29 PM
County Judge Exec Asst.	Becky Pruitt	07/25/2024 08:20 AM
Form Started By: Johnny Grimaldo		Started On: 07/18/2024 11:50 AM
Final Approval Date: 07/25/2024		

Commissioners Court - Regular Session **31.**

Meeting Date: 07/30/2024

Chasco Constructors 23IFB90 CO1 CR 130 Pavement Rehab

Submitted For: Robert Daigh **Submitted By:** Vicky Edwards, Infrastructure

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on Change Order No 1 to contract number 23IFB90 for Chasco Constructors in the amount of ($23,361.32) for CR 130 Pavement Rehabilitation. Funding source: P626.

Background

This Change Order No 1 is a balancing Change Order. All work has been completed. The original contract amount was $1,374,476.00; with the addition of this Change Order in the amount of ($23,361.32), the final contract amount will be $1,351,114.68.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Chasco Constructors 23IFB90 CO1 CR 130 Pavement Rehab

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	07/25/2024 08:27 AM
Form Started By: Vicky Edwards		Started On: 07/22/2024 10:35 AM
Final Approval Date: 07/25/2024		

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 1

Contract Award Date:	7/21/2023
Project Number:	23IFB90
Funding Source:	
Roadway:	County Road 130

Contractor: Chasco Constructors

NTP Required: ☐ Yes ☑ No

Project Name: CR130 Pavement Rehabilitation

Change Order Work Limits: Sta. _____ to Sta. _____

Type of Change(on federal-aid non-exempt projects): NA (Major/Minor)

Reasons: 2E (3 Max. - In order of importance - Primary first)

Describe the work being revised:

Miscellaneous Changes In Site Conditions

Work to be performed in accordance with Items: _____

New or revised plan sheet(s) are attached and numbered: _____

New Special Provisions/Specifications to the contract are attached: ☑ Yes ☑ No

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 7/19/24

By _____

Typed/Printed Name Charles King

Typed/Printed Title VP | CFO

The following information must be provided

Time Ext. #: N/A Days added on this CO: 0

Amount added by this change order: ($23,361.32)

Original Contract Amount:	$1,374,476.00
Total Change Orders To-Date:	1
Percent Change in Original Contract:	-1.70%

RECOMMENDED FOR EXECUTION:

7/19/24
Williamson County Construction Staff Date

Matt Williams for
Director of Road and Bridge 7/22/24 Date

RECOMMENDED FOR EXECUTION:

7/22/24
Department of Infrastructure
Williamson County Date

APPROVED:

3rd Party Signature Date

Presiding Officer of the
Williamson County Commissioners Court Date

WILLIAMSON COUNTY, TEXAS

Change Order 1 *Project #* 23IFB90

TABLE B: Contract Items (*Continued*)

				ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
110-6001	EXCAVATION (ROADWAY)	CY	$24.00	4,226.00	$101,424.00	0.00	4,226.00	$101,424.00	$0.00
150-6002	BLADING	HR	$150.00	45.00	$6,750.00	0.00	45.00	$6,750.00	$0.00
164-6021	CELL FBR MLCH SEED (PERM)(RURAL)(SANDY)	SY	$0.50	4,528.00	$2,264.00	(4,528.00)	0.00	$0.00	($2,264.00)
166-6001	FERTILIZER	AC	$1,800.00	1.00	$1,800.00	(1.00)	0.00	$0.00	($1,800.00)
168-6001	VEGETATIVE WATERING	MG	$15.00	168.00	$2,520.00	(168.00)	0.00	$0.00	($2,520.00)
247-6053	FL BS (CMP IN PLC)(TYD GR1-2)(FNAL POS)	CY	$115.00	604.00	$69,460.00	0.00	604.00	$69,460.00	$0.00
260-6002	LIME (HYDRATED LIME (SLURRY))	TON	$330.00	268.00	$88,440.00	(18.85)	249.15	$82,219.50	($6,220.50)
260-6009	LIME TRT (EXST MATL) (10")	SY	$4.00	10,867.00	$43,468.00	0.00	10,867.00	$43,468.00	$0.00
316-6175	AGGR (TY-B GR-4 SAC-B)	CY	$150.00	91.00	$13,650.00	0.00	91.00	$13,650.00	$0.00
316-6425	ASPH (AC-15P, CHFRS2P OR CRS2P)	GAL	$5.00	4,130.00	$20,650.00	0.00	4,130.00	$20,650.00	$0.00
500-6001	MOBILIZATION	LS	$125,000.00	1.00	$125,000.00	0.00	1.00	$125,000.00	$0.00
502-6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	$10,000.00	2.00	$20,000.00	0.00	2.00	$20,000.00	$0.00
506-6002	ROCK FILTER DAMS (INSTALL) (TY 2)	LF	$30.00	80.00	$2,400.00	0.00	80.00	$2,400.00	$0.00
506-6011	ROCK FILTER DAMS (REMOVE)	LF	$15.00	80.00	$1,200.00	0.00	80.00	$1,200.00	$0.00
662-6111	WK ZN PAV MRK SHT TERM (TAB) TY Y-2	EA	$4.00	410.00	$1,640.00	0.00	410.00	$1,640.00	$0.00
666-6048	REFL PAV MRK TY I (W) 24" (SLD)(100MIL)	LF	$18.00	20.00	$360.00	0.00	20.00	$360.00	$0.00
666-6182	REFL PAV MRK TY II (W) 24" (SLD)	LF	$6.00	20.00	$120.00	0.00	20.00	$120.00	$0.00
666-6314	RE PM W/RET REQ TY I (Y) 4" (SLD) (090MIL)	LF	$1.50	8,200.00	$12,300.00	0.00	8,200.00	$12,300.00	$0.00
666-6207	REFL PAV MRK TY II (Y) 4" (SLD)	LF	$1.50	8,200.00	$12,300.00	0.00	8,200.00	$12,300.00	$0.00
3076-6001	D-GR HMA TY-B PG 64-22	TON	$108.00	6,125.00	$661,500.00	42.46	6,167.46	$666,085.68	$4,585.68
3076-6023	D-GR HMA TY-C PG 70-22	TON	$150.00	1,225.00	$183,750.00	(97.75)	1,127.25	$169,087.50	($14,662.50)
3084-6001	BONDING COURSE	GAL	$4.00	870.00	$3,480.00	(120.00)	750.00	$3,000.00	($480.00)
The "Totals" from Table B of the previous work sheet:					$0.00			$0.00	$0.00
					$1,374,476.00			$1,351,114.68	($23,361.32)

CHANGE ORDER REASON(S) CODE CHART

1. Design Error or Omission	1A. Incorrect PS&E 1B. Other
2. Differing Site Conditions (unforeseeable)	2A. Dispute resolution (expense caused by conditions and/or resulting delay) 2B. Unavailable material 2C. New development (conditions changing after PS&E completed) 2D. Environmental remediation 2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9) 2F. Site conditions altered by an act of nature 2G. Unadjusted utility (unforeseeable) 2H. Unacquired Right-of-Way (unforeseeable) 2I. Additional safety needs (unforeseeable) 2J. Other
3. County Convenience	3A. Dispute resolution (not resulting from error in plans or differing site conditions) 3B. Public relations improvement 3C. Implementation of a Value Engineering finding 3D. Achievement of an early project completion 3E. Reduction of future maintenance 3F. Additional work desired by the County 3G. Compliance requirements of new laws and/or policies 3H. Cost savings opportunity discovered during construction 3I. Implementation of improved technology or better process 3J. Price adjustment on finished work (price reduced in exchange for acceptance) 3K. Addition of stock account or material supplied by state provision 3L. Revising safety work/measures desired by the County 3M. Other
4. Third Party Accommodation	4A. Failure of a third party to meet commitment 4B. Third party requested work 4C. Compliance requirements of new laws and/or policies (impacting third party) 4D. Other
5. Contractor Convenience	5A. Contractor exercises option to change the traffic control plan 5B. Contractor requested change in the sequence and/or method of work 5C. Payment for Partnering workshop 5D. Additional safety work/measures desired by the contractor 5E. Other
6. Untimely ROW/Utilities	6A. Right-of-Way not clear (third party responsibility for ROW) 6B. Right-of-Way not clear (County responsibility for ROW) 6C. Utilities not clear 6D. Other

Commissioners Court - Regular Session **32.**

Meeting Date: 07/30/2024

Final plat for the Santa Rita Ranch Phase 2A Section 6 subdivision – Pct 2

Submitted For: Adam Boatright **Submitted By:** Adam Boatright, Infrastructure

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approval of the final plat for the Santa Rita Ranch Phase 2A, Section 6 subdivision – Precinct 2.

Background

This is the next section of the Santa Rita Ranch Phase 2A development. It consists of 17 single family lots, 1 drainage/water quality/landscape/PUE lot and 818 linear feet of new public roads. Roadway and drainage construction are not yet complete but a financial security in the amount of $3,644,340.35 has been posted with the County to cover the cost of the remaining construction.

Timeline

2024-03-05 – initial submittal of the final plat
2024-04-04 – 1st review complete with comments
2024-06-20 – 2nd submittal of final plat
2024-07-03 – 2nd review complete with comments
2024-07-12 – 3rd submittal of final plat
2024-07-19 – 3rd review complete with comments
2024-07-24 – 4th submittal of final plat with signatures
2024-07-24 – 4th review complete with comments clear
2024-07-25 – final plat placed on the July 30, 2024 Commissioners Court agenda for consideration

Fiscal Impact

From/To	Acct No.	Description	Amount

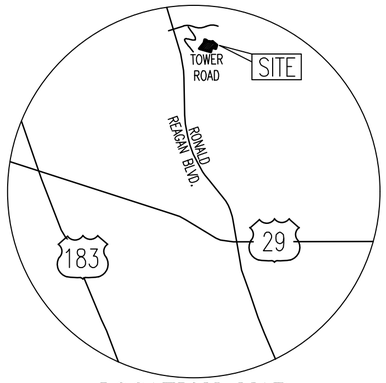
Attachments

final plat - Santa Rita Ranch Ph 2A Sec 6

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	07/25/2024 11:52 AM
Form Started By: Adam Boatright		Started On: 07/25/2024 11:41 AM
Final Approval Date: 07/25/2024		

SANTA RITA RANCH PHASE 2A, SECTION 6
FINAL PLAT



LOCATION MAP

GRAPHIC SCALE

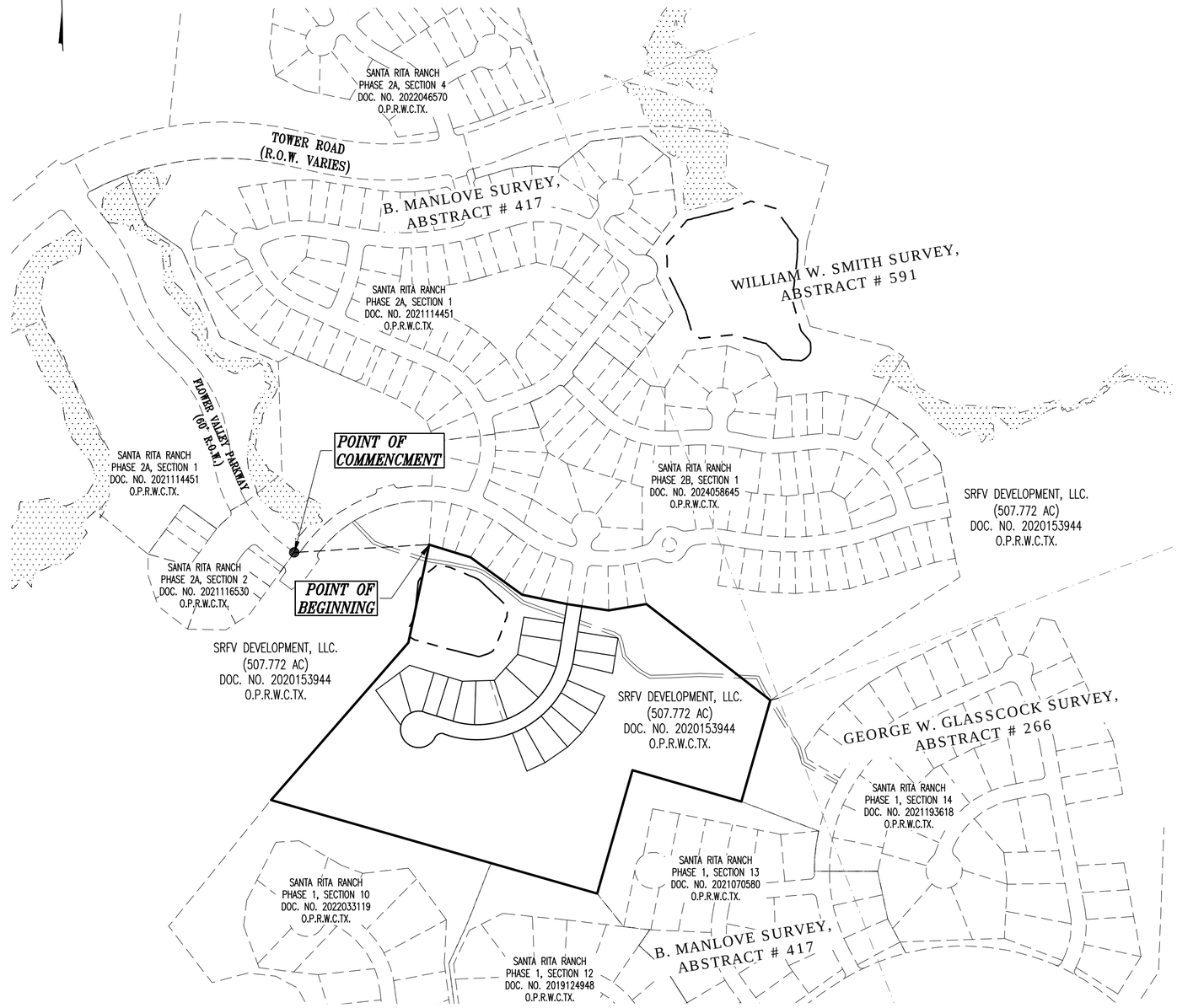
200 0 100 200 400

(IN FEET)
1 inch = 200 ft.

LEGEND

- CAPPED 1/2" IRON ROD FOUND STAMPED "CBD SETSTONE"
- CAPPED 1/2" CAPPED IRON ROD SET STAMPED "CBD SETSTONE"
- ATLAS-14 FULLY DEVELOPED FLOODPLAIN
- B.L. BUILDING SETBACK LINE
- D.E. DRAINAGE EASEMENT
- L.S.E. LANDSCAPE EASEMENT
- P.U.E. PUBLIC UTILITY EASEMENT
- O.S. OPEN SPACE
- W.Q.E. WATER QUALITY EASEMENT
- W.S.E. WATER SURFACE ELEVATION
- O.P.R.W.C.TX. OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS

Minimum Finished Floor Elevation (NAVD '88)		
Block	Lot	Min FFE
L	83	905.6'
L	84	905.6'
L	85	905.6'
L	86	905.6'
L	87	905.6'
L	88	905.6'
L	89	905.6'
L	90	905.6'
L	91	905.6'



AREA MAP

ORIGINAL SUBMITTAL DATE: MARCH 5, 2024

DATE: JUNE 24, 2024

OWNER:
SRFV DEVELOPMENT, LLC.
1700 CROSS CREEK DRIVE, STE. 100
LIBERTY HILL, TX 78642

DEVELOPER:
SRFV DEVELOPMENT, LLC.
1700 CROSS CREEK LANE, STE. 100
LIBERTY HILL, TX 78642

SURVEYOR:
CARLSON, BRIGANCE & DOERING, INC.
5501 WEST WILLIAM CANNON DRIVE
AUSTIN, TEXAS 78749
(512) 280-5160 phone

ENGINEER:
CARLSON, BRIGANCE & DOERING, INC.
5501 WEST WILLIAM CANNON DRIVE
AUSTIN, TEXAS 78749
(512) 280-5160 phone

TOTAL ACREAGE: 23.467 ACRES
SURVEY: B. MANLOVE SURVEY,
ABSTRACT NO. 417

F.E.M.A. MAP NO. 48491C0275E
WILLIAMSON COUNTY, TEXAS AND
INCORPORATED AREAS.
DATED: SEPTEMBER 26, 2008

TBM 1:
CAPPED 1/2 INCH IRON ROD SET STAMPED "CONTROL"
N = 10221342.40
E = 3082144.18
ELEVATION = 894.63' (NAVD '88)

TBM 2:
CAPPED 1/2 INCH IRON ROD SET STAMPED "CONTROL"
N = 10221815.61
E = 3081978.68
ELEVATION = 883.28' (NAVD '88)

BASIS OF BEARINGS – TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203)

ELEVATION DATUM – NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD '88)

TOTAL OF LOTS	18
SINGLE FAMILY LOTS:	17
D.E., W.Q.E., O.S. L.S.E & P.U.E. LOTS:	1

ROAD TABLE

STREET NAMES	LINEAR FOOTAGE	R.O.W. WIDTH	PAVEMENT WIDTH	DESIGN SPEED	DESIGNATION	CLASSIFICATION
CEDRO BLANCO COVE	818'	50' R.O.W.	33' FOC-FOC	25 M.P.H.	PUBLIC	LOCAL
TOTAL	818'					

SHEET NO. 1 OF 4

Carlson, Brigance & Doering, Inc.
FIRM ID #F3791 ◆ REG. # 10024900
Civil Engineering ◆ Surveying
5501 West William Cannon ◆ Austin, Texas 78749
Phone No. (512) 280-5160 ◆ Fax No. (512) 280-5165

J:\AC3D\5340\Survey\PLAT – SRR 2A-6

SANTA RITA RANCH PHASE 2A, SECTION 6
FINAL PLAT

LEGEND

- ◉ CAPPED 1/2" IRON ROD FOUND STAMPED "CBD SETSTONE"
- ○ CAPPED 1/2" CAPPED IRON ROD SET STAMPED "CBD SETSTONE"
- ATLAS-14 FULLY DEVELOPED FLOODPLAIN
- B.L. BUILDING SETBACK LINE
- D.E. DRAINAGE EASEMENT
- L.S.E. LANDSCAPE EASEMENT
- P.U.E. PUBLIC UTILITY EASEMENT
- O.S. OPEN SPACE
- W.Q.E. WATER QUALITY EASEMENT
- W.S.E. WATER SURFACE ELEVATION
- O.P.R.W.C.TX. OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS

GRAPHIC SCALE
100 0 50 100 200
(IN FEET)
1 inch = 100 ft.

POINT OF COMMENCEMENT
POINT OF BEGINNING
N: 10,219,461.09
E: 3,082,024.08
N86°41'21"E 447.48'
N11°35'58"E 332.37'
S53°36'45"E 210.75'
S52°14'02"E 519.41'
S16°00'11"W 349.82'
N: 10,219,263.47
E: 3,082,744.50
N: 10,218,609.29
E: 3,083,058.72
N73°59'20"W 375.05'
S16°00'17"W 425.00'
N: 10,218,614.42
E: 3,081,499.65
N73°59'38"W 1125.01'
758.39'
366.62'
N41°06'58"E 692.54'

SANTA RITA RANCH PHASE 2A, SECTION 2 DOC. NO. 2021116530 O.P.R.W.C.TX.

SRFV DEVELOPMENT, LLC. (507.772 AC) DOC. NO. 2020153944 O.P.R.W.C.TX.

SANTA RITA RANCH PHASE 2B, SECTION 1 DOC. NO. 2024058645 O.P.R.W.C.TX.

SANTA RITA RANCH PHASE 2B, SECTION 1 DOC. NO. 2024058645 O.P.R.W.C.TX.
104 D.E., O.S., L.S.E. & P.U.E.

PUBLIC UTILITY EASEMENT (0.181 ACRES) DOC NO. 2024046106 O.P.R.W.C.TX.

PROPOSED 100-YR W.S.E. (ATLAS 14)

100 18.757 ACRES D.E., W.Q.E., O.S. L.S.E. & P.U.E.

1.192 AC. LIFT STATION ESMT. DOC NO. 2021164870 O.P.R.W.C.TX.

PUBLIC UTILITY EASEMENT (0.259 ACRES) DOC NO. 2024046107 O.P.R.W.C.TX.

SOUTHWEST CORNER OF WILLIAM W. SMITH SURVEY, ABSTRACT NO. 591

15' WASTEWATER EASEMENT DOC NO. 2021193618 O.P.R.W.C.TX.

SANTA RITA RANCH PHASE 1, SECTION 14 DOC. NO. 2021193618 O.P.R.W.C.TX.

SANTA RITA RANCH PHASE 1, SECTION 13 DOC. NO. 2021070580 O.P.R.W.C.TX.

SANTA RITA RANCH PHASE 1, SECTION 12 DOC. NO. 2019124948 O.P.R.W.C.TX.

SANTA RITA RANCH PHASE 1, SECTION 10 DOC. NO. 2022033119 O.P.R.W.C.TX.

SWEETGRASS COURT (120 R.O.W.)
FLOWER VALLEY PARKWAY (60' R.O.W.)
COW CAMP LANE (50' R.O.W.)
CASTILLO
MARANA COURT (50' R.O.W.)
CEDRO BLANCO CV. (50' R.O.W.)

SHEET NO. 2 OF 4

Carlson, Brigance & Doering, Inc.
FIRM ID #F3791 ◆ REG. # 10024900
Civil Engineering ◆ Surveying
5501 West William Cannon ◆ Austin, Texas 78749
Phone No. (512) 280-5160 ◆ Fax No. (512) 280-5165

J:\AC3D\5340\Survey\PLAT - SRR 2A-6

SANTA RITA RANCH PHASE 2A, SECTION 6
FINAL PLAT

GENERAL:

1. BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203), NAD83.
2. THIS SUBDIVISION LIES WITHIN THE CITY OF LIBERTY HILL EXTRA-TERRITORIAL JURISDICTION.
3. IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH PROVISIONS OF ALL APPLICABLE STATE, FEDERAL AND LOCAL LAWS, AND REGULATIONS RELATING TO PLATTING AND DEVELOPMENT OF THIS PROPERTY. THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOODPLAIN DATA, IN PARTICULAR, MAY CHANGE. IT IS FURTHER UNDERSTOOD THAT THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT MUST INSTALL AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED BEFORE THE ROADS IN THE SUBDIVISION HAVE FINALLY BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.
4. THIS PROPERTY IS SUBJECT TO A BLANKET-TYPE UTILITY EASEMENT GRANTED TO CHISHOLM TRAIL WATER SUPPLY CORPORATION IN VOLUME 939, PAGE 271, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS.
5. ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS.

DRAINAGE AND FLOODPLAIN:

1. EXCEPT IN CERTAIN ISOLATED AREAS REQUIRED TO MEET ACCESSIBILITY REQUIREMENTS, THE MINIMUM LOWEST FINISHED FLOOR ELEVATION SHALL BE ONE FOOT HIGHER THAN THE HIGHEST SPOT ELEVATION THAT IS LOCATED WITHIN FIVE FEET OUTSIDE THE PERIMETER OF THE BUILDING, OR ONE FOOT ABOVE THE BFE, WHICHEVER IS HIGHER.
2. A DE FACTO CERTIFICATE OF COMPLIANCE IS HEREBY ISSUED FOR ALL LOTS WITHIN THIS SUBDIVISION EXCEPT LOTS 83-91, BLOCK L. THIS CERTIFICATE IS VALID UNTIL SUCH TIME AS FEMA REVISES OR NEWLY ADOPTS FLOODPLAIN BOUNDARIES IN THIS AREA.
3. THE PROPOSED 100-YR WATER SURFACE ELEVATION PER ATLAS 14 SHOWN ON THE PLAT WAS DETERMINED BY A STUDY PREPARED BY CALRSON, BRIGANCE & DOERING, INC., DATED DECEMBER 21, 2023. THE MINIMUM FINISHED FLOOR ELEVATIONS SHOWN ON THE PLAT WERE DETERMINED BY ADDING ONE (1) FOOT TO THE PROPOSED 100-YR WATER SURFACE ELEVATION PER ATLAS 14.
4. THIS SUBDIVISION IS SUBJECT TO STORM-WATER MANAGEMENT CONTROLS AS REQUIRED BY WILLIAMSON COUNTY SUBDIVISION REGULATIONS, SECTION B11.1, ON NEW DEVELOPMENT THAT WOULD EVOKE SUCH CONTROLS BEYOND EXISTING CONDITIONS.
5. MAINTENANCE RESPONSIBILITY FOR DRAINAGE WILL NOT BE ACCEPTED BY THE COUNTY OTHER THAN THAT ACCEPTED IN CONNECTION WITH DRAINING OR PROTECTING THE ROAD SYSTEM. MAINTENANCE RESPONSIBILITY FOR STORM WATER MANAGEMENT CONTROLS WILL REMAIN WITH THE OWNER.
6. ANY PROPOSED DEVELOPMENT THAT OBSTRUCTS OR DIVERTS FLOW WITHIN A DRAINAGE EASEMENT MAY NOT BE PERMITTED AND IS AT THE DISCRETION OF THE FLOODPLAIN ADMINISTRATOR.

WATER AND WASTEWATER:

1. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTION IS MADE TO AN APPROVED PUBLIC SEWER SYSTEM.
2. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL WATER SATISFACTORY FOR HUMAN CONSUMPTION IS AVAILABLE FROM A SOURCE IN ADEQUATE AND SUFFICIENT SUPPLY.
3. WATER SERVICE IS PROVIDED BY: WILLIAMSON COUNTY MUD 19C/ GEORGETOWN UTILITY SYSTEMS
4. WASTEWATER SERVICE IS PROVIDED BY: WILLIAMSON COUNTY MUD 19C/CITY OF LIBERTY HILL
5. ELECTRIC SERVICE IS PROVIDED BY: PEC

ROADWAY AND RIGHT-OF-WAY:

1. IN APPROVING THIS PLAT BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS, IT IS UNDERSTOOD THAT THE BUILDING OF ALL ROADS, AND OTHER PUBLIC THOROUGHFARES AND ANY BRIDGES OR CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IS THE RESPONSIBILITY OF THE OWNER(S) OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS. SAID COMMISSIONERS COURT ASSUMES NO OBLIGATION TO BUILD ANY OF THE ROADS, OR PUBLIC THOROUGHFARES SHOWN ON THIS PLAT, OR OF CONSTRUCTING ANY OF THE BRIDGES OR DRAINAGE IMPROVEMENTS IN CONNECTION THEREWITH. THE COUNTY WILL ASSUME NO RESPONSIBILITY FOR DRAINAGE WAYS OR EASEMENTS IN THE SUBDIVISION, OTHER THAN THOSE DRAINING OR PROTECTING THE ROAD SYSTEM.
2. SIDEWALKS SHALL BE MAINTAINED BY THE HOMEOWNERS' ASSOCIATION.
3. DRIVEWAY ACCESS TO LOTS WITHIN THIS SUBDIVISION FROM SIDE STREETS IS PROHIBITED.
4. IMPROVEMENTS WITHIN THE COUNTY ROAD RIGHT-OF-WAY INCLUDING, BUT NOT LIMITED TO LANDSCAPING, IRRIGATION, LIGHTING, CUSTOM SIGNS, ARE PROHIBITED WITHOUT FIRST OBTAINING AN EXECUTED LICENSE AGREEMENT WITH WILLIAMSON COUNTY.
5. NO CONSTRUCTION, PLANTING OR GRADING SHALL BE PERMITTED TO INTERFERE WITH SIGHT EASEMENTS BETWEEN THE HEIGHTS OF THREE AND EIGHT FEET AS MEASURED FROM THE CROWNS OF THE ADJACENT STREETS.
6. THE OWNER SHALL CREATE A MANDATORY HOMEOWNERS' ASSOCIATION THAT SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND LIABILITY OF ANY LANDSCAPING, IRRIGATION, SIDEWALKS, ILLUMINATION, SUBDIVISION IDENTIFICATION SIGNS, WATER QUALITY FEATURES, ETC. PLACED WITHIN THE WILLIAMSON COUNTY RIGHT-OF-WAY. THIS ASSOCIATION SHALL HAVE ASSESSMENT AUTHORITY TO ENSURE THE PROPER FUNDING FOR MAINTENANCE.
7. A PUBLIC UTILITY EASEMENT 10 FEET WIDE IS HEREBY DEDICATED ADJACENT TO ALL STREET RIGHT-OF-WAY.

FIELD NOTES

BEING ALL OF THAT CERTAIN 23.467 ACRE TRACT OF LAND OUT OF THE B. MANLOVE SURVEY, ABSTRACT NUMBER 417, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 507.772 ACRE TRACT CONVEYED TO SRFV DEVELOPMENT, LLC. BY DEED RECORDED IN DOCUMENT NUMBER 2020153944, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, (O.P.R.W.C.TX.), SAID 23.467 ACRE TRACT OF LAND BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING, AT A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE", AT THE NORTHEAST TERMINUS OF FLOWER VALLEY PARKWAY (60' R.O.W.), SAME BEING THE NORTHEAST CORNER OF SANTA RITA RANCH PHASE 2A, SECTION 2, A SUBDIVISION RECORDED IN DOCUMENT NUMBER 2021116530, O.P.R.W.C.TX.;

THENCE, N86°41'21"E, OVER AND ACROSS SAID 507.772 ACRE TRACT, A DISTANCE OF 447.48 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR THE NORTHWEST CORNER AND THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT;

THENCE, OVER AND ACROSS SAID 507.772 ACRE TRACT, THE FOLLOWING SIX (6) COURSES AND DISTANCES, NUMBERED 1 THROUGH 6:

1) S73°03'59"E, A DISTANCE OF 143.48 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER;
2) S53°56'45"E, A DISTANCE OF 210.75 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER;
3) S78°11'00"E, A DISTANCE OF 152.24 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER;
4) S81°15'01"E, A DISTANCE OF 139.98 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER;
5) N80°38'29"E, A DISTANCE OF 127.10 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER;
6) S52°14'02"E, A DISTANCE OF 519.41 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE", BEING THE NORTHWEST CORNER OF LOT 35, BLOCK A, SANTA RITA RANCH PHASE 1, SECTION 14, A SUBDIVISION RECORDED IN DOCUMENT NUMBER 2021193618, O.P.R.W.C.TX., SAME BEING THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, S16°00'11"W, OVER AND ACROSS SAID 507.772 ACRE TRACT, WITH THE WEST LINE OF SAID LOT 35, BLOCK A, A DISTANCE OF 349.62 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE", BEING AN ANGLE POINT ON THE WEST LINE OF SAID LOT 35, BLOCK A, SAME BEING AN ANGLE POINT ON THE NORTH LINE OF LOT 9, BLOCK A, SANTA RITA RANCH, PHASE 1 SECTION 13, A SUBDIVISION RECORDED IN DOCUMENT NUMBER 2021070580, O.P.R.W.C.TX., FOR CORNER;

THENCE, OVER AND ACROSS SAID 507.772 ACRE TRACT, WITH THE NORTH AND WEST LINES OF SAID LOT 9, BLOCK A, THE FOLLOWING TWO (2) COURSES AND DISTANCES, NUMBERED 1 AND 2:

1) N73°59'20"W, A DISTANCE OF 375.05 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE", BEING THE NORTHWEST CORNER OF SAID LOT 9, BLOCK A, FOR CORNER;
2) S16°00'17"W, A DISTANCE OF 425.00 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE", BEING THE SOUTHWEST CORNER OF SAID LOT 9, BLOCK A, SAME BEING THE NORTHEAST CORNER OF LOT 121, BLOCK A, SANTA RITA RANCH PHASE 1 SECTION 12, A SUBDIVISION RECORDED IN DOCUMENT NUMBER 2019124948, O.P.R.W.C.TX., FOR CORNER;

THENCE, N73°59'38"W, OVER AND ACROSS SAID 507.772 ACRE TRACT, WITH THE NORTH LINE OF SAID LOT 121, BLOCK A, AND WITH THE NORTH LINE OF LOT 1, BLOCK A, SANTA RITA RANCH PHASE 1, SECTION 10, A SUBDIVISION RECORDED IN DOCUMENT NUMBER 2022033119, O.P.R.W.C.TX., PASSING AT A DISTANCE OF 366.62 FEET A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE", BEING THE NORTHWEST CORNER OF SAID LOT 121, BLOCK A, SAME BEING THE NORTHEAST CORNER OF SAID LOT 1, BLOCK A, CONTINUING FOR A TOTAL DISTANCE OF 1125.01 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE", BEING THE NORTHWEST CORNER OF SAID LOT 1, BLOCK A, FOR CORNER;

THENCE, OVER AND ACROSS SAID 507.772 ACRE TRACT, THE FOLLOWING TWO (2) COURSES AND DISTANCES, NUMBERED 1 AND 2:

1) N41°08'58"E, A DISTANCE OF 692.54 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER;
2) N11°55'58"E, A DISTANCE OF 332.37 FEET TO THE POINT OF BEGINNING AND CONTAINING 23.467 ACRES OF LAND.

Curve Table						
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
C1	556.86	325.00	N57°50'08"E	491.20	375.00	98°10'19"
C2	471.19	275.00	N57°50'08"E	415.63	317.31	98°10'19"
C3	34.83	25.00	S67°00'13"W	32.08	20.92	79°50'09"
C4	272.10	60.00	S22°59'47"E	92.04	71.71	259°50'09"
C5	173.12	60.00	N70°15'16"W	119.02	465.78	165°19'11"
C6	54.84	60.00	N38°35'20"E	52.95	29.50	52°22'01"
C7	36.95	60.00	N82°24'52"E	36.37	19.08	35°17'01"
C8	7.19	60.00	S76°30'38"E	7.18	3.60	6°51'51"
C9	71.59	275.00	S80°32'10"E	71.39	36.00	14°54'56"
C10	111.40	275.00	N80°24'04"E	110.64	56.47	23°12'36"
C11	126.88	275.00	N55°34'43"E	125.76	64.59	26°26'07"

Curve Table						
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
C12	119.03	275.00	N29°57'42"E	118.10	60.46	24°47'55"
C13	42.30	275.00	N13°09'21"E	42.26	21.19	8°48'45"
C14	25.24	325.00	S10°58'28"W	25.23	12.63	4°26'59"
C15	56.20	325.00	S18°09'12"W	56.13	28.17	9°54'28"
C16	46.47	325.00	S27°12'11"W	46.43	23.27	8°11'32"
C17	55.78	325.00	S36°12'59"W	55.71	27.96	9°50'03"
C18	46.47	325.00	S45°13'46"W	46.43	23.27	8°11'32"
C19	65.11	325.00	S55°03'53"W	65.00	32.66	11°28'42"
C20	46.47	325.00	S64°54'00"W	46.43	23.27	8°11'32"
C21	215.13	325.00	S87°57'31"W	211.22	111.67	37°55'32"

Line Table		
Line #	Length	Direction
L1	143.48	S73°03'59"E
L2	152.24	S78°11'00"E
L3	139.98	S81°15'01"E
L4	127.10	N80°38'29"E
L5	16.33	N73°04'42"W
L6	60.00	N08°44'59"E
L7	66.09	N10°04'50"E
L8	58.77	N41°49'33"E
L9	56.10	N41°49'33"E
L10	65.71	S64°54'00"W
L11	92.00	S55°03'53"W
L12	65.71	S45°13'46"W
L13	78.86	S36°12'59"W
L14	65.71	S27°12'11"W
L15	28.06	N76°11'05"E

Carlson, Brigance & Doering, Inc.
FIRM ID #F3791 ◆ REG. # 10024900
Civil Engineering ◆ Surveying
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Phone No. (512) 280-5160 ◆ Fax No. (512) 280-5165

SANTA RITA RANCH PHASE 2A, SECTION 6
FINAL PLAT

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS;
COUNTY OF WILLIAMSON §

I, JAMES EDWARD HORNE, VICE PRESIDENT, SRFV DEVELOPMENT, LLC, OWNER THAT CERTAIN CALLED 507.772 ACRE TRACT OF LAND CONVEYED IN DOCUMENT NUMBER 2020153944, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SITUATED IN THE B. MANLOVE SURVEY, ABSTRACT NUMBER 417, WILLIAMSON COUNTY, TEXAS, AS SHOWN HEREON, AND DO HEREBY SUBDIVIDE, SAID TRACTS 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. THIS SUBDIVISION IS TO BE KNOWN AS,

"SANTA RITA RANCH PHASE 2A, SECTION 6 FINAL PLAT"

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 3 DAY OF July, 2024

SRFV DEVELOPMENT, LLC.
A TEXAS LIMITED LIABILITY COMPANY

BY: _____
JAMES EDWARD HORNE, VICE PRESIDENT
1700 CROSS CREEK LANE, STE. 100
LIBERTY HILL, TX 78642

STATE OF TEXAS §

COUNTY OF WILLIAMSON §

BEFORE ME THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED JAMES EDWARD HORNE, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT OF WRITING, AND HE ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

WITNESS MY HAND AND SEAL OF OFFICE, THIS THE 3rd DAY OF July, 2024 A.D.

Ashley Cuellar Sousa
NOTARY PUBLIC IN AND FOR WILLIAMSON COUNTY, TEXAS

ASHLEY CUELLAR SOUSA
Notary Public, State of Texas
My Commission Expires
May 16, 2026
NOTARY ID 13376154-3

CONSENT OF MORTGAGEE

THE UNDERSIGNED, BEING THE HOLDER OF TWO DEEDS OF TRUST LIENS SECURED BY THE PROPERTY, THE FIRST DATED OCTOBER 31, 2013 RECORDED AS DOCUMENT NO. 2013103003 IN THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SECURING A NOTE OF EVEN DATE THEREWITH, AND THE SECOND DATED JANUARY 31, 2018 RECORDED AS DOCUMENT NO. 2018009177, SECURING A NOTE OF EVEN DATE THEREWITH, EXECUTES THIS DECLARATION SOLELY FOR THE PURPOSES OF EVIDENCING ITS CONSENT TO THE TERMS AND PROVISIONS HEREOF.

INTERNATIONAL BANK OF COMMERCE,
A TEXAS BANKING ASSOCIATION

BY: _____

PRINTED NAME: Nick Fuhrman

TITLE: Executive Vice President

STATE OF TEXAS
COUNTY OF Travis

BEFORE ME ON THIS DAY PERSONALLY APPEARED Nicholas Fuhrman, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 2 DAY OF July, 2024, A.D.

BY: _____
NOTARY PUBLIC, STATE OF TEXAS

PRINTED NAME: Anais Baena

MY COMMISSION EXPIRES: 07-21-2027

ANAIS BAENA
Notary Public, State of Texas
Commission Expires 07-21-2027
Notary ID 134468645

CITY OF LIBERTY HILL APPROVAL

THE CITY OF LIBERTY HILL, TEXAS ACKNOWLEDGES RECEIPT OF THIS PLAT FOR REVIEW AND/OR APPROVAL IN CONJUNCTION WIH PLANNING PURPOSES AND PAYMENT OF APPLICABLE FEES FOR THE PROVISION OF WATER AND/OR WASTEWATER SERVICES.

_____ 7/10/2024
PAUL BRANDENBURG, CITY MANAGER — DATE
CITY OF LIBERTY HILL, TEXAS

ROAD NAME & 911 ADDRESSING APPROVAL

ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS THE 8 DAY OF July, 2024 A.D.

_____
WILLIAMSON COUNTY ADDRESSING COORDINATOR
WILLIAMSON COUNTY, TEXAS

PRINTED NAME: Cindy Bridges

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS;
COUNTY OF TRAVIS §

NO PORTION OF THIS TRACT IS WITHIN THE 100 YEAR FLOOD PLAIN AS SHOWN ON FLOOD INSURANCE RATE COMMUNITY PANEL #48491C0275E, EFFECTIVE SEPTEMBER 26, 2008 FOR WILLIAMSON COUNTY, TEXAS.

I, STEVEN P. CATES, P.E., AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS, TO PRACTICE THE PROFESSION OF ENGINEERING, AND HEREBY CERTIFY THAT THIS SUBDIVISION PLAT COMPLIES WITH THE REQUIREMENTS OF WILLIAMSON COUNTY.

ENGINEERING BY: Steven P. Cates 7/2/2024
STEVEN P. CATES, P.E. NO. 93648 — DATE
CARLSON, BRIGANCE & DOERING, INC.
5501 WEST WILLIAM CANNON DRIVE,
AUSTIN, TEXAS 78749

STATE OF TEXAS
STEVEN P. CATES
93648
LICENSED PROFESSIONAL ENGINEER

CARLSON, BRIGANCE, & DOERING, INC.
ID # F3791

THIS FLOOD STATEMENT, AS DETERMINED BY A H.U.D.-F.I.A. FLOOD INSURANCE RATE MAP, DOES NOT IMPLY THAT THE PROPERTY OR THE IMPROVEMENTS THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. ON RARE OCCASIONS, GREATER FLOODS CAN AND WILL OCCUR, AND FLOOD HEIGHTS MAY INCREASE BY MAN-MADE OR NATURAL CAUSES.

THIS STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF ENGINEER OR SURVEYOR.

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS;
COUNTY OF TRAVIS §

I, JOHN DAVID KIPP, R.P.L.S., AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS, TO PRACTICE THE PROFESSION OF SURVEYING, AND HEREBY CERTIFY THAT THIS SUBDIVISION PLAT COMPLIES WITH THE WILLIAMSON COUNTY SUBDIVISION ORDINANCE. ALL EASEMENTS OF RECORD ARE SHOWN OR NOTED ON THE PLAT AS FOUND ON THE TITLE POLICY ISSUED BY TITLE RESOURCES GUARANTY COMPANY, GF NO. 2010289-COM, EFFECTIVE DATE JUNE 10, 2020, ISSUED DATE JUNE 19, 2020.

SURVEYED BY: John D Kipp 07/02/2024
JOHN DAVID KIPP, R.P.L.S. NO. 5844 — DATE
CARLSON, BRIGANCE & DOERING, INC.
5501 WEST WILLIAM CANNON DRIVE,
AUSTIN, TEXAS 78749
jkipp@cbdeng.com

STATE OF TEXAS
JOHN DAVID KIPP
5844
REGISTERED PROFESSIONAL LAND SURVEYOR

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS;
COUNTY OF WILLIAMSON §

I, BILL GRAVELL JR., COUNTY JUDGE OF WILLIAMSON COUNTY, TEXAS, DO HEREBY CERTIFY THAT THIS MAP OR PLAT, WITH FIELD NOTES HEREON, FOR A SUBDIVISION HAVING BEEN FULLY PRESENTED TO THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS, AND BY THE SAID COURT DULY CONSIDERED, WERE ON THIS DAY APPROVED AND THAT THIS PLAT IS AUTHORIZED TO BE REGISTERED AND RECORDED IN THE PROPER RECORDS OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

_____ _____
BILL GRAVELL JR., COUNTY JUDGE — DATE
WILLIAMSON COUNTY, TEXAS

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS;
COUNTY OF WILLIAMSON §

I, NANCY RISTER, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE _____ DAY OF _____ , 20__ A.D., AT _____ O'CLOCK, ____.M., AND DULY RECORDED THIS THE____ DAY OF _____, 20___ A.D., AT _____ O'CLOCK, ____.M. IN THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY IN INSTRUMENT NO. _____.

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

NANCY RISTER, CLERK COUNTY COURT
OF WILLIAMSON COUNTY, TEXAS

BY: _____, DEPUTY

PRINTED NAME:_____

SHEET NO. 4 OF 4

Carlson, Brigance & Doering, Inc.
FIRM ID #F3791 ◆ REG. # 10024900
Civil Engineering ◆ Surveying
5501 West William Cannon ◆ Austin, Texas 78749
Phone No. (512) 280-5160 ◆ Fax No. (512) 280-5165

J:\AC3D\5340\Survey\PLAT - SRR 2A-6

Commissioners Court - Regular Session **33.**

Meeting Date: 07/30/2024

Final Plat for the Anothen subdivision – Pct 3

Submitted For: Adam Boatright **Submitted By:** Adam Boatright, Infrastructure

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving the final plat for the Anothen subdivision – Precinct 3.

Background

This subdivision consists of 3 lots and no new roads. It meets the requirements of a minor plat as defined in the subdivision regulations.

Timeline

2024-06-01 – initial submittal of the final plat
2024-06-28 – 1st review complete with comments
2024-07-02 – 2nd submittal of final plat
2024-07-16 – 2nd review complete with comments
2024-07-24 – 3rd submittal of final plat with signatures
2024-07-24 – 3rd review complete with comments clear
2024-07-25 – final plat placed on the July 30, 2024 Commissioners Court agenda for approval

---

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

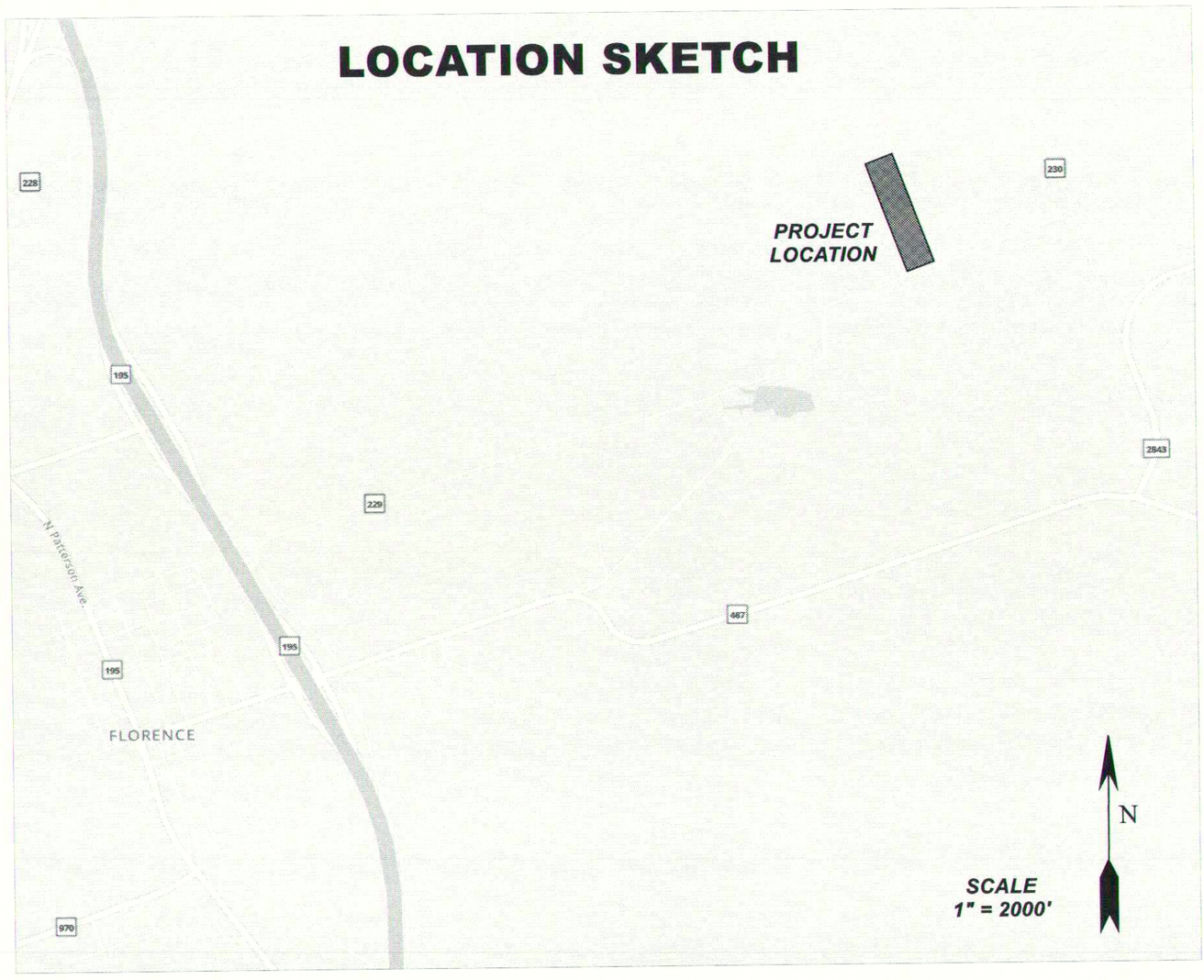
final (minor) plat- Anothen

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	07/25/2024 11:53 AM
Form Started By: Adam Boatright		Started On: 07/25/2024 11:43 AM
Final Approval Date: 07/25/2024		

ANOTHEN SUBDIVISION
A MINOR PLAT

LOCATION SKETCH



PROJECT INFORMATION:

PROPERTY OWNER:
MICHAEL & REBECCA SCHROECK
480 COUNTY ROAD 229
FLORENCE, TX 76527
MRSCHROECK@GMAIL.COM
(512) 473-9642

LAND SURVEYOR:
PAUL W. MAPLES, RPLS 5043
MAPLES & ASSOCIATES, INC.
PO BOX 893
LAMPASAS, TEXAS 76550
(512) 556-2078

PROPERTY AGENT:
REBECCA SCHROECK
480 COUNTY ROAD 229
FLORENCE, TX 76527
(512) 473-9642

PLAT DATE: MAY 21, 2024
SUBMITTAL DATE: JUNE 1, 2024

INDEX:

TOTAL NUMBER OF LOTS: 3
TOTAL ACREAGE: 17.91 ACRES
LOT USAGE: RESIDENTIAL

Surveyor: **Maples & Associates**
420 S. Liveoak, Ste 200
P.O. Box 893
Lampasas, Texas 76550

Firm No. 10097700
Tel (512) 556-2078
Fax (512) 556-0500
Job No. 210214-150504

Traverse PC

ANOTHEN SUBDIVISION
A MINOR PLAT

N

0 100' 200'

Basis of Bearings:
Texas State Plane Coordinate System
NAD83 Texas Central Zone.

The distances shown hereon are surface values. For grid values, apply a combined scale factor of 0.999953021.

LEGEND

○	1/2" Iron Pin Set with cap marked "MAPLES RPLS 5043"
⊕	Calculated Point
◉	3/8" Iron Pin Found
— — —	Adjoining Property Lines
—x—	Wire Fence
—E—	Overhead Electric
●	Power Pole
▪	Water Well
⊞	Water Meter
⊡	Water Valve
ⓢ	Existing Septic
BL	Building Setback Line
▨	Common Driveway Access Easement
( )	Record Calls

RECORD LINE TABLE

LINE	BEARING	DISTANCE
L3	S19°22'15"E	39.90'

LINE	BEARING	DISTANCE
L1	N18°44'08"W	116.13'
L2	N32°05'28"E	92.08'
L3	S20°49'51"E	39.82'
L4	S70°47'01"W	30.01'

The following utility easements affect these tracts and follow CL of existing utility lines:

Chisholm Trail Water Supply Corp.
(15' wide easement)
Vol. 1168 Page 264

Pedernales Electric Cooperative, Inc.
(20' wide easement)
Doc. No. 2021081896

The following blanket easements affect these tracts:

Chisholm Trail Water Supply Corp.
Vol. 1168 Page 264

Pedernales Electric Cooperative, Inc.
Doc. No. 2021081896

Michael P. Schroeck, et ux
(Tract Two - 24.93 acres)
Doc. No. 2015043433

480 County Road 229
Florence, Texas 76527

Robert W. Combs
(10.00 acres)
Vol. 1186 Page 254

300 Private Road 948
Florence, Texas 76527

N21°26'02"W 325.54'

N20°58'38"W 222.25'

(N70°59'41"E 440.08')
N69°40'14"E 440.10'

(S19°41'01"E 159.87')
S21°02'08"E 159.81'

L3

(S20°03'06"E 278.86')
S21°20'10"E 278.94'

Joint Use Driveway Easement to service Lot 3 and 24.93 acres

15' UE

existing 30' wide roadway easement Vol. 653 Page 749

(S19°15'51"E 1295.05')
S20°35'51"E 1295.00'

Joint Use Driveway Easement to service Lot 3 and 24.93 acres

S20°35'51"E 750.00'

(does not provide access to subject tract)

Private Road 948
30' wide private lane

N21°16'39"W 517.51'
(N19°57'02"W 517.63')

N20°04'57"W 165.36'
(N18°44'59"W 433.47')

S87°53'25"E 406.91'

N20°04'57"W 268.13'

S31°19'39"E 188.25'

100' sanitary setback for existing well location

3
8.51 Acres
Michael P. Schroeck, et ux
(Tract One - 17.91 acres)
Doc. No. 2015043433

BLOCK 1

Douglas R. Montgomery
(11.95 acres)
Doc. No. 2005008894
550 County Road 229
Florence, Texas 76527

Randal G. Lang, et al
(10.00 acres)
Doc. No. 2004017707
Vol. 1164 Page 860
400 County Road 229
Florence, Texas 76527

2
7.39 Acres
Michael P. Schroeck, et ux
(Tract One - 17.91 acres)
Doc. No. 2015043433

N20°44'01"W 525.46'
(N19°24'18"W 813.98')

S70°47'01"W 366.52'

1
2.01 Acres
Michael P. Schroeck, et ux
(Tract One - 17.91 acres)
Doc. No. 2015043433

N20°44'01"W 288.55'

N25°31'13"E 161.56'

Joint Use Driveway Easement to service Lot 1 and Lot 2

Road widening easement
N67°56'42"E 268.70'

S70°47'01"W 238.68'

centerline asphalt

(S72°06'53"W 440.98')
S70°47'01"W 172.33'

County Road 229

Shawna K. Platt
(Lot 21, Chapel View)
Doc. No. 2012010158
401 County Road 229
Florence, Texas 76527

21
Chapel View
Plat Cab. L, Slides 229-230

Roy Cleylon Lierman
(22.94 acres)
Doc. No. 2017109267
000 F.M. Hwy. 487
Florence, Texas 76527

Clifford B. Cunningham, et ux
(18.998 acres)
Doc. No. 2007043799
501 County Road 229
Florence, Texas 76527

Rebecca Woodard, et vir
(Tract I - 1.12 acres)
Doc. No. 2023086392

000 County Road 229
Florence, Texas 76527

954 956 960 964 968 972 976 980 984 988 992 996 998

Surveyor: **Maples & Associates**
420 S. Liveoak, Ste 200
P.O. Box 893
Lampasas, Texas 76550

Firm No. 10097700
Tel (512) 556-2078
Fax (512) 556-0500
Job No. 210214-150504

Traverse PC

ANOTHEN SUBDIVISION
A MINOR PLAT

GENERAL PLAT NOTES:

1. Right-of-way easements for widening roadways or improving drainage shall be maintained by the landowner until road or drainage improvements are actually constructed on the property. The County has the right at any time to take possession of any road widening easements for the construction, improvement, or maintenance of the adjacent road.

2. It is the responsibility of the owner, not the County, to assure compliance with the provisions of all applicable state, federal and local laws and regulations relating to the platting and development of this property.

   The County assumes no responsibility for the accuracy of representations by other parties in 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.

3. Maintenance responsibility for the drainage will not be accepted by the County other than that accepted in connection with drainage or protecting the road system. Maintenance responsibility for storm water management controls will remain with the owner.

4. Water service is provided by Georgetown Water.
   Wastewater service is provided by On-Site Sewage Facility (OSSF).

5. The landowner assumes all risks associated with improvements located in the right-of-way or road widening easements, by placing anything in the right-of-way or road widening easements, the landowner indemnifies and holds the County, it's officers and employees harmless from any liability owing to property defects or negligence not attributable to them and acknowledges that the improvements may be removed by the County and that the owner of the improvement shall be responsible for the relocation and/or replacement of the improvement.

   Improvements within the county road right-of-way including, but not limited to, landscaping, irrigation lighting, custom signs, is prohibited without first obtaining an executed license agreement with Williamson County. All sidewalks shall be maintained by each of the adjacent property owners.

6. Rural mailboxes shall be set three feet from the edge of 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.

7. No construction, planting or grading shall be permitted to interfere with sight distance easements between the heights of three and eight feet as measured from the crowns of the adjacent streets.

8. Maximum of 20% impervious cover per lot, otherwise storm management controls shall be designed, constructed, and maintained by owner. If impervious cover is prohibited to exceed maximum percentage allowed, contact Williamson County Floodplain Administration to review the stormwater management controls proposed on lot.

9. This subdivision is designed to allow natural drainage patterns to sheet flow across properties and roadways. Property grading shall direct water away from the structural foundation, including stormwater that originates across roadways. It is the property owners responsibility to ensure that the top of grass or other landscaping along the ribbon curb, on the downslope side of the roadway, does not obstruct or redirect flow within the right-of-way. This requirement applies to Block 1, Lots 1, 2, and 3.

10. 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.

11. Lots 1 and 2 shall only use a single shared driveway. No more than three residences total shall be served by the single shared driveway.

12. No lot in this subdivision is encroached by a special flood hazard area(s) inundated by the 100-year (1% chance) flood as identified by the U.S. Federal Emergency Management Agency Flood Insurance Rate Map Community Panel No. 48491C0100E for Williamson County, effective date: September 26, 2008.

13. 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.

14. This development is considered exempt from on-site stormwater detention controls based on Williamson County subdivision regulation B11.1.3, which states that a proposed development may be considered exempt from providing on-site stormwater detention if all lots are 2 acres or more and less than 20% of impervious cover per lot.

    This subdivision is subject to storm-water management controls as required by Williamson County Subdivision Regulations Section B11.1, on new development that would evoke such controls beyond existing conditions.

15. Lot 3 may not be further subdivided.

PERIMETER LEGAL DESCRIPTION

Being 17.91 acres of the Edward Lang Survey, Abst. No. 7 in Williamson County, Texas, and being the same tract of land described as Tract One in a deed from John Patrick Lowe to Michael P. Schroeck, et ux, dated May 22, 2015, recorded as Doc. No. 2015043433 of the Official Public Records of Williamson County, Texas; said 17.91 acres being more particularly described as follows;

BEGINNING at a 1/2 inch iron pin found at a fence corner on the north line of County Road 229 for the southwest corner of hereof and the southeast corner of an 11.95 acre tract of land described in a deed to Douglas R. Montgomery, recorded as Doc. No. 2005008894 of said official public records, from whence the northwest corner of said Lang Survey brs. approximately North 75°47' West, 7504 feet;

THENCE with the east line of said 11.95 acre tract and along the general course of a fence as follows;

North 20°44' 01" West, 814.01 feet to a 3/4 inch iron pin found;

North 20°04' 57" West, 433.49 feet to a 1/2 inch iron pin with cap marked "MAPLES RPLS 5043" found;

North 21°16' 39" West, 517.51 feet to a 3/4 inch iron pin found for the southwest corner of a 25.00 acre tract of land described as Tract Two in said deed to Michael P. Schroeck, et ux;

THENCE North 69°40' 14" East, with the south line of said 25.00 acre tract, 440.10 feet to a one inch iron pin found for the southeast corner of said 25.00 acre tract, being on the west line of a 10.00 acre tract of land described in a deed to Robert W. Combs, et ux, as recorded in Vol. 1186, Page 254 of said official public records;

THENCE with the west line of said Combs 10.00 acre tract and along the general course of a fence as follows;

South 21°02' 08" East, 159.81 feet to a 1/2 inch iron pin found;

South 20°49' 51" East, 39.82 feet to a 1/2 inch iron pin found for the southwest corner of said Combs 10.00 acre tract and the northwest corner of a 10.00 acre tract of land described in a deed to Randal G. Lang, et al, recorded as Doc. No. 2004017707 and being further described in Vol. 1164, Page 860 of said official public records;

THENCE with the west line of said Lange 10.00 acre tract and along the general course of a fence as follows;

South 21°20' 10" East, 278.94 feet to a 1/2 inch iron pin found;

South 20°35' 51" East, 1295.00 feet to a 1/2 inch iron pin found on the north line of said County Road 229 for the southwest corner of said Lang 10.00 acre tract;

THENCE South 70°47' 01" West, with the north line of said County Road 229, 441.02 feet to the PLACE OF BEGINNING, as surveyed on the ground on March 18, 2024, by MAPLES & ASSOCIATES, INC.

Road name and address assignments verified this the 24 day of July, 2024.

Cindy Bridges
Williamson County Addressing Coordinator
Cindy Bridges

I, Paul W. Maples, am authorized under the laws of the State of Texas to practice the profession of land surveying and hereby state that I prepared this plat from an actual and accurate on-the-ground survey of the land and that the corner monuments shown thereon were properly placed under my personal supervision, in accordance with the subdivision regulations adopted by Williamson County, Texas, and that al existing easements of record as found on the Title Policy provided by Georgetown Title Co., issued File No. 150070418, have been shown or noted hereon. This tract is not located within the Edwards Aquifer Recharge Zone.

Paul W. Maples, RPLS No. 5043 — Date: 5/21/2024

STATE OF TEXAS — REGISTERED — PAUL W. MAPLES — 5043 — PROFESSIONAL — LAND SURVEYOR

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS;
COUNTY OF WILLIAMSON §

I, Rebecca A. Schroeck, co-owner of the certain tract of land shown hereon and described in a deed recorded in Document No.2015043433 of the Official Public Records of Williamson County, Texas, and do hereby subdivide said tract as shown hereon, and do hereby consent to all plat note requirements shown hereon, and do hereby forever dedicate to the public the roads, alleys, rights-of-way, easements and public places shown hereon for such public purposes as Williamson County may deem appropriate, and do hereby state that all public roadways and easements as shown on this plat are free of liens. This subdivision is to be known as ANOTHEN SUBDIVISION.

TO CERTIFY WHICH, WITNESS by my hand this 24 day of July, 2024.

Rebecca A. Schroeck
Co-Owner
480 County Road 229
Florence, TX 76527

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this the 24 day of July, 2024, personally appeared REBECCA A. SCHROECK, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purpose and consideration therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 24 day of July, 2024.

Emily Madison Kolinek
Notary Public, State of Texas
Printed Name: Emily Madison Kolinek
My Commission Expires: 7/28/2026

EMILY MADISON KOLINEK
Notary Public, State of Texas
Comm. Expires 07-28-2026
Notary ID 133881227

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS;
COUNTY OF WILLIAMSON §

I, Michael P. Schroeck, co-owner of the certain tract of land shown hereon and described in a deed recorded in Document No. 2015043433 of the Official Public Records of Williamson County, Texas, and do hereby subdivide said tract as shown hereon, and do hereby consent to all plat note requirements shown hereon, and do hereby forever dedicate to the public the roads, alleys, rights-of-way, easements and public places shown hereon for such public purposes as Williamson County may deem appropriate, and do hereby state that all public roadways and easements as shown on this plat are free of liens. This subdivision is to be known as ANOTHEN SUBDIVISION.

TO CERTIFY WHICH, WITNESS by my hand this 24 day of July, 2024.

Michael P. Schroeck
Co-Owner
480 County Road 229
Florence, TX 76527

SYLVIA VELEZ
Notary Public, State of Texas
My Commission Expires
June 08, 2028
NOTARY ID 13069226-8

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this the 24 day of July, 2024, personally appeared MICHAEL P. SCHROECK, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and consideration therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 24 day of July, 2024.

Notary Public, State of Texas
Printed Name: Sylvia Velez
My Commission Expires: June 8, 2028

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS;
COUNTY OF Williamson §

I, Jon Fischer, representative for Capital Farm Credit, FLCA, lien holder of the certain tract of land shown hereon and described in a deed recorded in Document No. 2015043433 of the Official Public Records of Williamson County, Texas, and do hereby subdivide said tract as shown hereon, and do hereby consent to all plat note requirements shown hereon, and do hereby forever dedicate to the public the roads, alleys, rights-of-way, easements and public places shown hereon for such public purposes as Williamson County may deem appropriate, and do hereby state that all public roadways and easements as shown on this plat are free of liens. This subdivision is to be known as ANOTHEN SUBDIVISION.

TO CERTIFY WHICH, WITNESS by my hand this 24 day of July, 2024.

Capital Farm Credit, FLCA
Lien holder
3000 Briarcrest Drive, Ste. 601
Bryan, TX 77802

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this the 24 day of July, 2024, personally appeared Jon Fischer, representative for Capital Farm Credit, FLCA, 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 purpose and consideration therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 24 day of July, 2024.

Emily Madison Kolinek
Notary Public, State of Texas
Printed Name: Emily Madison Kolinek
My Commission Expires: 7/28/2026

EMILY MADISON KOLINEK
Notary Public, State of Texas
Comm. Expires 07-28-2026
Notary ID 133881227

EMILY MADISON KOLINEK
Notary Public, State of Texas
Comm. Expires 07-28-2026
Notary ID 133881227

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 certificate 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 D. Boatright, P.E.
Williamson County Engineer
Date: 07/24/2024

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS;
COUNTY OF WILLIAMSON §

I, Bill Gravell, County Judge of Williamson County, Texas, do hereby certify that this map or plat with field notes hereon, for a subdivision having been fully presented to the Commissioners Court of Williamson County, Texas, and by the said Court duly considered, were on this day approved and that this plat is authorized to be registered and recorded in the proper records of the County Clerk of Williamson County, Texas.

Bill Gravell, County Judge, Williamson County, Texas — Date:

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS;
COUNTY OF WILLIAMSON §

I, Nancy E. Rister, Clerk of the County Court of said County, do hereby certify that the foregoing instrument in writing, with its 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 A.D., at ___o'clock, __M, in the Official Public Records of said County in Instrument No. _____.

TO CERTIFY WHICH, WITNESS my hand and seal at the County Court of Said County, at my office in Georgetown, Texas, the date last written above.

Nancy E. Rister, Clerk County Court of
Williamson County, Texas.

By:_____, Deputy

Surveyor: **Maples & Associates**
420 S. Liveoak, Ste 200
P.O. Box 893
Lampasas, Texas 76550

Firm No. 10097700
Tel (512) 556-2078
Fax (512) 556-0500
Job No. 210214-150504

Traverse PC

Commissioners Court - Regular Session **34.**

Meeting Date: 07/30/2024

Final plat for the Gill Estates subdivision – Pct 4

Submitted For: Adam Boatright **Submitted By:** Adam Boatright, Infrastructure

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approval of the final plat for the Gill Estates subdivision – Precinct 4.

Background

This subdivision consists of 2 lots and no new roads. It meets the requirements of a minor plat as defined in the subdivision regulations.

Timeline

2024-04-02 – initial submittal of the final plat
2024-05-02 – 1st review complete with comments
2024-05-13 – 2nd submittal of final plat
2024-05-28 – 2nd review complete with comments
2024-06-04 – 3rd submittal of final plat
2024-06-18 – 3rd review complete with comments clear
2024-07-22 – receipt of final plat with signatures
2024-07-25 – final plat placed on the July 30, 2024 Commissioners Court agenda for consideration

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

final (minor) plat - Gill Estates

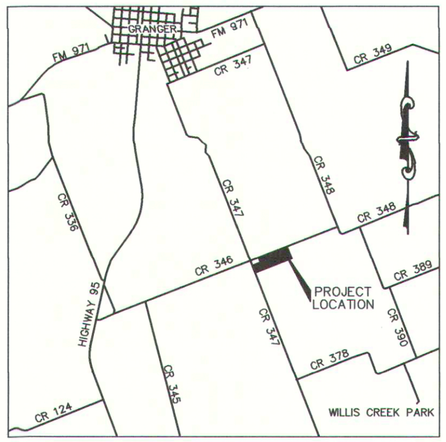
Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	07/25/2024 11:51 AM
Form Started By: Adam Boatright		Started On: 07/25/2024 11:35 AM
Final Approval Date: 07/25/2024		

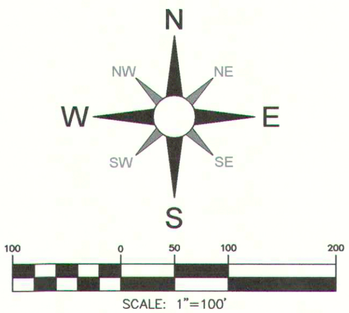
MINOR PLAT OF GILL ESTATES

BEING 20.702 ACRES OUT OF THE
LEE RODEN SURVEY, ABSTRACT NO. 858
WILLIAMSON COUNTY, TEXAS

VICINITY MAP



SCALE: 1" = 5000'



SCALE: 1"=100'

WILLIAM LEACH SURVEY, ABSTRACT NO. 387

LEE RODEN SURVEY, ABSTRACT NO. 858

WILLIAM MCFADDIN SURVEY, ABSTRACT NO. 432

"TRACT FIVE: 45.87 ACRES"
CD – WILLIAM J. MICHALIK AND MILDRED PATRICIA MICHALIK
TO
THE WILLIAM J. AND MILDRED MICHALIK TRUST
8–10–1998 9845470 ORWC
DESCRIBED IN 666/792 DRWC

"5.00 ACRES"
GWD W/VL – BERNADETTE REPA MOERBE AND WAYNE MOERBE
TO
CLINTON R. REPA AND KAMDEN E. BANNON
10–3–2018 2018088806 OPRWC

"REMAINDER OF 62 ACRES"
WD G – HELEN REPA
TO
BERNADETTE REPA MOERBE
9–20–2001 2001069761 OPRWC

"133.71 ACRES"
D G – WESLEY HYZAK AND BESSIE HYZAK
TO
JUDY ANN VACULIN AND DEBBIE ANN DOHNALIK
1–5–1994 2444/112 ORWC

"116.73 ACRES"
SWD – JOE EDWARD LABAY, JR., TRUSTEE
OF THE JOE EDWARD LABAY TRUST
TO
JOE E. LABAY, JR.
2–5–2001 2001007891 OPRWC

"22.706 ACRES"
WD W/VL – CHERYL F. SHEREK
TO
CARL DEAN THREADGILL AND SHARRION THREADGILL
12–21–2006 2006111198 OPRWC

"2.000 ACRES"
WD – HAIDEN MENSIK AND JENNA MENSIK
TO
MENSIK HOLDINGS LLC
6–10–2022 2022071470 OPRWC

"116.73 ACRES"
SWD – JOE EDWARD LABAY, JR., TRUSTEE
OF THE JOE EDWARD LABAY TRUST
TO
JOE E. LABAY, JR.
2–5–2001 2001007891 OPRWC

LOT 1
18.675 ACRES
813,462 SQ. FT.

LOT 2
2.028 ACRES
88,325 SQ. FT.
OSSF AREA = 2.001 ACRES

TOTAL ACREAGE
20.702 ACRES
901,787 SQ. FT.

COUNTY ROAD NO. 346 – APPROXIMATE LOCATION OF SURVEY LINE

COUNTY ROAD NO. 347

N68°19'19"E 2514' +/- TO THE NORTHEAST CORNER OF THE LEE RODEN SURVEY ABSTRACT NO. 858

N68°19'19"E 1394.22'

S68°19'48"W 1800.30' [1800.70']

S68°19'48"W 1333.29'

S21°26'14"E 551.90' [551.90']

N21°41'17"W 221.41' {221.25'}

N19°45'28"W 330.70'

N68°21'54"E 397.30' {397.46'}

N68°19'19"E 389.85' {390.06'}

N68°19'19"E 967.38'

S68°20'22"W 426.89'

N21°26'14"W 206.84'

S21°40'41"E 51.75'

S21°26'14"E 206.97'

N19°45'28"W {221.38'} 221.24'

SEE DETAIL A ON SHEET 2

CENTERLINE OF EXISTING PAVEMENT

EDGE OF EXISTING PAVEMENT

TEMPORARY BENCHMARK
NORTHING: 10226424.90'
EASTING: 3211384.85'
ELEV.: 553.16'

100.0' OSSF ESMT

25' BL DEDICATED BY THIS PLAT

50' BL DEDICATED BY THIS PLAT

0.323 ACRE, 14,073 SQ. FT. R.O.W. WIDENING EASEMENT IN CONJUNCTION WITH PLAT 68' FROM EXISTING CENTERLINE

15' WATERLINE EASEMENT TO JONAH WATER SUPPLY CORP. 1399/201 ORWC

NO MONUMENTS FOUND UPON FIELD INSPECTION

"WLSA" "BTS" P.O.B.

136.0' PROPOSED FUTURE R.O.W.

NOTE:
COUNTY ROAD 347 IS NOW A PROPOSED ARTERIAL PLAN PER (LRTP).

LEGEND:

o	1/2" IRON ROD SET "BTS"
●	1/2" IRON ROD FOUND
"XXXX"	CAP IMPRINTED AS SHOWN
◉	IRON PIPE FOUND "SIZE AS SHOWN"
Ⓦ	EXISTING WELL
OSSF ESMT	ONSITE SEWAGE FACILITY EASEMENT
BL	BUILDING LINE
( )	RECORD INFORMATION DOC. NO. 2004074500, OPRWC
{ }	RECORD INFORMATION DOC. NO. 2022071470, OPRWC
[ ]	RECORD INFORMATION DOC. NO. 2006111198, OPRWC

PATENT SURVEY:
LEE RODEN SURVEY
ABSTRACT NO. 858

TOTAL NUMBER OF BLOCKS: 1

TOTAL NUMBER OF LOTS: 2

LINEAR FEET OF NEW STREETS: NONE

TOTAL ACREAGE: 20.702 ACRES

SUBMITTAL DATE:
APRIL 2, 2024

BENCHMARK DESCRIPTION:
TEMPORARY BENCH MARK
1/2" IRON PIPE FOUND
N: 10226424.90'
E: 3211384.85'
ELEV.=553.16'
(NAVD 88, GEOID MODEL 2012B)

OWNER:
CARL DEAN THREADGILL
AND SHARRION THREADGILL
3900 COUNTY ROAD 347
GRANGER, TEXAS 76530

SURVEYOR:
MICHAEL TURNER, RPLS NO. 6441
BRYAN TECHNICAL SERVICES, INC.
911 NORTH MAIN
TAYLOR, TEXAS 76574
PHONE NO. (512) 352–9090
MTURNER@BRYANTECHNICALSERVICES.COM

ENGINEER:
HAGOOD ENGINEERING ASSOCIATES, INC.
900 EAST MAIN STREET
ROUND ROCK, TX 78664
512–244–1546
TBPE FIRM NO. F–12709

LEGAL DESCRIPTION:
20.702 ACRE TRACT OF LAND IN THE LEE RODEN SURVEY, ABSTRACT 858, IN WILLIAMSON COUNTY, TEXAS, BEING THE REMAINDER OF THAT CERTAIN 22.706 ACRE TRACT DESCRIBED IN DEED TO CARL DEAN THREADGILL AND SHARRION THREADGILL, RECORDED IN DOC. NO. 2006111198 OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

ABBREVIATIONS
WD – WARRANTY DEED
WD G – WARRANT DEED OF GIFT
D G – DEED OF GIFT
GWD – GENERAL WARRANTY DEED
SWD – SPECIAL WARRANTY DEED
– CORRECTION DEED
W/VL – DEED WITH VENDOR'S LIEN
R.O.W. – RIGHT–OF–WAY
P.O.B. – PLACE OF BEGINNING
DRWC – DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
ORWC – OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
OPRWC – OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS

20.702 ACRE TRACT OUT OF THE LEE RODEN SURVEY ABSTRACT NO. 858 WILLIAMSON COUNTY, TEXAS

BRYAN TECHNICAL SERVICES, INC.
911 NORTH MAIN
TAYLOR, TX 76574
PHONE: (512) 352-9090
FIRM No. 10128500
www.bryantechnicalservices.com

NO.	DATE	REVISIONS	BY

DRAWN BY: MT	CHECKED BY: BLB
SCALE: 1" = 100'	APPROVED BY: MT
PROJECT NO. 23–930	DATE: JANUARY 26, 2024

MINOR PLAT OF
GILL ESTATES
BEING 20.702 ACRES OUT OF THE
LEE RODEN SURVEY, ABSTRACT NO. 858
WILLIAMSON COUNTY, TEXAS

METES AND BOUNDS

THESE NOTES DESCRIBE THAT CERTAIN TRACT OF LAND BEING OUT OF AND PART OF THE **LEE RODEN SURVEY, ABSTRACT NO. 858**, LOCATED IN WILLIAMSON COUNTY, TEXAS, AND BEING THE REMAINDER OF THAT CERTAIN "22.706 ACRES" CONVEYED BY WARRANTY DEED WITH VENDOR'S LIEN FROM CHERYL F. SHEREK TO CARL DEAN THREADGILL AND SHARRION THREADGILL DATED 12-21-2006 RECORDED IN DOCUMENT NO. 2006111198, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (OPRWC), AND BEING SURVEYED ON THE GROUND UNDER THE DIRECT SUPERVISION OF MICHAEL TURNER, REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6441, DURING THE MONTH OF FEBRUARY 2024 AND BEING MORE FULLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD FOUND CAPPED "4249" IN THE EAST RIGHT-OF-WAY LINE OF WILLIAMSON COUNTY ROAD 347 AT THE WESTERNMOST NORTHWEST CORNER THAT CERTAIN CALLED "116.73 ACRES" CONVEYED BY SPECIAL WARRANTY DEED FROM JOE EDWARD LABAY, JR., TRUSTEE OF THE JOE EDWARD LABAY TRUST TO JOE E. LABAY, JR. DATED 2-5-2001 RECORDED IN DOCUMENT NO. 2001007891 OPRWC, AND BEING THE SOUTHWEST CORNER OF SAID "22.706 ACRES" AND THE HEREIN DESCRIBED TRACT;

THENCE NORTH 19°45'28" WEST WITH THE EAST RIGHT-OF-WAY LINE OF SAID WILLIAMSON COUNTY ROAD 347 AND THE WEST LINE OF SAID "22.706 ACRES", A DISTANCE OF **330.70'** TO A 1/2" IRON ROD FOUND CAPPED "WLSA" AT THE SOUTHWEST CORNER OF THAT CERTAIN CALLED "2.000 ACRES" CONVEYED BY WARRANTY DEED FROM HAIDEN MENSIK AND JENNA MENSIK TO MENSIK HOLDINGS, LLC DATED 6-10-2022 RECORDED IN DOCUMENT NO. 2022071470 OPRWC, SAID "2.000 ACRES" BEING OUT OF SAID "22.706 ACRES" AND BEING CONVEYED BY SPECIAL WARRANTY DEED FROM CARL DEAN THREADGILL AND SHARRION THREADGILL TO HAIDEN MENSIK AND JENNA MENSIK DATED 6-30-2020 RECORDED IN DOCUMENT NO. 2020075431 OPRWC, AND BEING AN EXTERIOR ELL CORNER OF THE HEREIN DESCRIBED TRACT; FROM WHICH A 1/2" IRON ROD CAPPED "BTS" AT THE INTERSECTION OF THE EAST RIGHT-OF-WAY LINE OF SAID WILLIAMSON COUNTY ROAD 347 AND THE SOUTH RIGHT-OF-WAY LINE OF WILLIAMSON COUNTY ROAD 346, FOR THE NORTHWEST CORNER OF SAID "2.000 ACRES", AND BEING THE ORIGINAL NORTHWEST CORNER OF SAID "22.706 ACRES" BEARS NORTH 19°45'28" WEST, A DISTANCE OF 221.24';

THENCE WITH THE COMMON LINE OF SAID "2.000 ACRES" AND THE HEREIN DESCRIBED TRACT THE FOLLOWING COURSES AND DISTANCES:

- **NORTH 68°21'54" EAST**, A DISTANCE OF **397.30'** TO A 1/2" IRON ROD FOUND CAPPED "WLSA";
- **NORTH 21°41'17" WEST**, A DISTANCE OF **221.41'** TO A 1/2" IRON ROD FOUND CAPPED "WLSA" IN THE SOUTH RIGHT-OF-WAY LINE OF SAID WILLIAMSON COUNTY ROAD 346, FOR THE NORTHEAST CORNER OF SAID "2.000 ACRES", AND BEING AN EXTERIOR ELL CORNER OF THE HEREIN DESCRIBED TRACT;

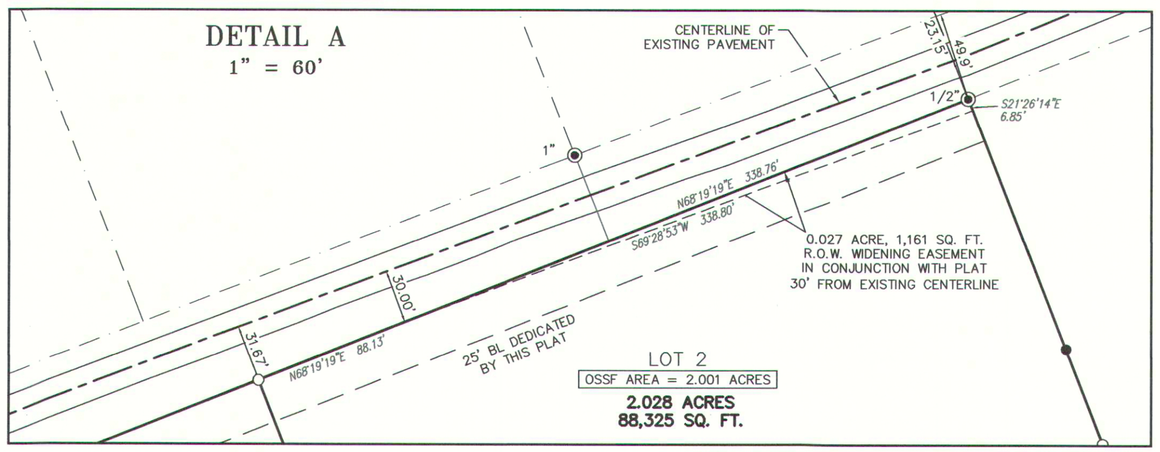
THENCE NORTH 68°19'19" EAST WITH THE SOUTH RIGHT-OF-WAY LINE OF SAID WILLIAMSON COUNTY ROAD 346 AND THE NORTH LINE OF SAID "22.706 ACRES", A DISTANCE OF **1394.27'** TO A 1/2" IRON PIPE FOUND AT THE NORTHERNMOST NORTHWEST CORNER OF SAID "116.73 ACRES", AND BEING THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE WITH THE COMMON LINE OF SAID "116.73 ACRES" AND THE HEREIN DESCRIBED TRACT THE FOLLOWING COURSES AND DISTANCES:

- **SOUTH 21°26'14" EAST**, A DISTANCE OF **551.90'** TO A 1/2" IRON ROD FOUND AT AN INTERIOR ELL CORNER OF SAID "116.73 ACRES", SAME BEING THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;
- **SOUTH 68°19'48" WEST**, A DISTANCE OF **1800.30'** TO THE **PLACE OF BEGINNING**, CONTAINING ACCORDING TO THE DIMENSIONS HEREIN STATED, AN AREA OF **20.702 ACRES.**

GENERAL NOTES:

1. IMPROVEMENTS WITHIN THE COUNTY ROAD RIGHT-OF-WAY INCLUDING, BUT NOT LIMITED TO, LANDSCAPING, IRRIGATION LIGHTING, CUSTOM SIGNS, IS PROHIBITED WITHOUT FIRST OBTAINING AN EXECUTED LICENSE AGREEMENT WITH WILLIAMSON COUNTY.
2. WATER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY **JONAH WATER SPECIAL UTILITY DISTRICT**.
3. WASTEWATER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY ON-SITE SEWAGE FACILITIES.
4. THE LANDOWNER ASSUMES ALL RISKS ASSOCIATED WITH IMPROVEMENTS LOCATED IN THE RIGHT-OF-WAY OR ROAD WIDENING EASEMENTS. BY PLACING ANYTHING IN THE RIGHT-OF-WAY OR ROAD WIDENING EASEMENTS, THE LANDOWNER INDEMNIFIES AND HOLDS THE COUNTY, ITS OFFICERS, AND EMPLOYEES HARMLESS FROM ANY LIABILITY OWING TO PROPERTY DEFECTS OR NEGLIGENCE NOT ATTRIBUTABLE TO THEM AND ACKNOWLEDGES THAT THE IMPROVEMENTS MAY BE REMOVED BY THE COUNTY AND THAT THE OWNER OF THE IMPROVEMENT SHALL BE RESPONSIBLE FOR THE RELOCATION AND/OR REPLACEMENT OF THE IMPROVEMENT.
5. ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS.
6. 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.
7. IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL AND LOCAL LAWS AND REGULATIONS RELATING TO THE PLATTING AND DEVELOPMENT OF THIS PROPERTY.
8. THIS DEVELOPMENT IS CONSIDERED EXEMPT FROM ON-SITE STORMWATER DETENTION CONTROLS BASED ON WILLIAMSON COUNTY SUBDIVISION REGULATION B11.1.2, WHICH STATES THAT A PROPOSED DEVELOPMENT MAY BE CONSIDERED EXEMPT FROM PROVIDING ON-SITE STORMWATER DETENTION IF THE PLAT HAS THREE OR LESS LOTS FOR SINGLE FAMILY RESIDENTIAL USE, WITH LESS THAN 20% IMPERVIOUS COVER PER LOT.
9. 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.
10. 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.
11. NO LOT IN THIS SUBDIVISION IS ENCROACHED BY A SPECIAL FLOOD HAZARD AREA(S) INUNDATED BY THE 100-YEAR (1% CHANCE) FLOOD AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 48491C0335F, EFFECTIVE DATE DECEMBER 20, 2019, FOR WILLIAMSON COUNTY, TEXAS.
12. MAINTENANCE RESPONSIBILITY FOR DRAINAGE WILL NOT BE ACCEPTED BY THE COUNTY OTHER THAN THAT ACCEPTED IN CONNECTION WITH DRAINING OR PROTECTING THE ROAD SYSTEM. MAINTENANCE RESPONSIBILITY FOR STORM WATER MANAGEMENT CONTROLS WILL REMAIN WITH THE OWNER.
13. 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.
14. THIS SUBDIVISION IS SUBJECT TO STORM-WATER MANAGEMENT CONTROLS AS REQUIRED BY WILLIAMSON COUNTY SUBDIVISION REGULATIONS SECTION B11.1, ON NEW DEVELOPMENT THAT WOULD EVOKE SUCH CONTROLS BEYOND EXISTING CONDITIONS.
15. RIGHT-OF-WAY EASEMENTS FOR WIDENING ROADWAYS OR IMPROVING DRAINAGE SHALL BE MAINTAINED BY THE LANDOWNER UNTIL ROAD OR DRAINAGE IMPROVEMENTS ARE ACTUALLY CONSTRUCTED ON THE PROPERTY. THE COUNTY HAS THE RIGHT AT ANY TIME TO TAKE POSSESSION OF ANY ROAD WIDENING EASEMENT FOR THE CONSTRUCTION, IMPROVEMENT OR MAINTENANCE OF THE ADJACENT ROAD.
16. 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.
17. ALL SIDEWALKS WITHIN THIS SUBDIVISION ARE TO BE MAINTAINED BY EACH OF THE ADJACENT PROPERTY OWNERS.
18. NO STRUCTURE OR LAND IN THIS PLAT SHALL HEREAFTER BE LOCATED OR ALTERED WITHOUT FIRST OBTAINING A CERTIFICATE OF COMPLIANCE OR FLOODPLAIN DEVELOPMENT PERMIT FROM THE WILLIAMSON COUNTY FLOODPLAIN ADMINISTRATOR.



BRYAN TECHNICAL SERVICES, INC.

911 NORTH MAIN
TAYLOR, TX 76574
PHONE: (512) 352-9090

FIRM No. 10128500
www.bryantechnicalservices.com

NO.	DATE	REVISIONS	BY

DRAWN BY: MT	CHECKED BY: BLB
SCALE: –	APPROVED BY: MT
PROJECT NO. 23-930	DATE: JANUARY 26, 2024

MINOR PLAT OF
GILL ESTATES
BEING 20.702 ACRES OUT OF THE
LEE RODEN SURVEY, ABSTRACT NO. 858
WILLIAMSON COUNTY, TEXAS

STATE OF TEXAS:

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF WILLIAMSON

I, CARL DEAN THREADGILL, CO-OWNER OF THAT CERTAIN 20.702 ACRES BEING THE REMAINDER OF THAT CERTAIN 22.706 ACRE TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A DEED RECORDED IN DOCUMENT NUMBER 2006111198 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AND DO HEREBY STATE THAT THERE ARE NO LIEN HOLDERS OF THE CERTAIN TRACT OF LAND, AND DO HEREBY SUBDIVIDE SAID TRACT AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY FOREVER DEDICATE TO THE PUBLIC THE ROADS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE, AND DO HEREBY STATE THAT ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS. THIS SUBDIVISION IS TO BE KNOWN AS **GILL ESTATES**.

TO CERTIFY WHICH, WITNESS BY MY HAND, THIS THE 26 DAY OF June, 2024.

Carl Dean Threadgill

CARL DEAN THREADGILL
3900 COUNTY ROAD 347
GRANGER, TX 76530

STATE OF TEXAS

COUNTY OF WILLIAMSON

BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED CARL DEAN THREADGILL, KNOWN BY ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 25TH DAY OF June, 2024.

Becky Ruzicka

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES ON:
May 14, 2028

BECKY RUZICKA
My Notary ID # 2460722
Expires May 14, 2028

STATE OF TEXAS:

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF WILLIAMSON

I, SHARRION THREADGILL, CO-OWNER OF THAT CERTAIN 20.702 ACRES BEING THE REMAINDER OF THAT CERTAIN 22.706 ACRE TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A DEED RECORDED IN DOCUMENT NUMBER 2006111198 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AND DO HEREBY STATE THAT THERE ARE NO LIEN HOLDERS OF THE CERTAIN TRACT OF LAND, AND DO HEREBY SUBDIVIDE SAID TRACT AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY FOREVER DEDICATE TO THE PUBLIC THE ROADS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE, AND DO HEREBY STATE THAT ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS. THIS SUBDIVISION IS TO BE KNOWN AS **GILL ESTATES**.

TO CERTIFY WHICH, WITNESS BY MY HAND, THIS THE 26 DAY OF June, 2024.

Sharrion Threadgill

SHARRION THREADGILL
3900 COUNTY ROAD 347
GRANGER, TX 76530

STATE OF TEXAS

COUNTY OF WILLIAMSON

BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED SHARRION THREADGILL, KNOWN BY ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 25TH DAY OF June, 2024.

Becky Ruzicka

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES ON:
May 14, 2028

BECKY RUZICKA
My Notary ID # 2460722
Expires May 14, 2028

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

I, TERRY HAGOOD, REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS SUBDIVISION IS NOT ENCROACHED BY A ZONE A FLOOD AREA, AS DENOTED HEREIN, AND AS DEFINED BY FEDERAL EMERGENCY MANAGEMENT ADMINISTRATION FLOOD HAZARD BOUNDARY MAP, COMMUNITY PANEL NUMBER **48491C0335F**, EFFECTIVE DATE **DECEMBER 20, 2019**, AND THAT THIS TRACT IS NOT LOCATED WITHIN THE EDWARDS AQUIFER RECHARGE ZONE.

Terry R. Hagood 7/18/2024

TERRY R. HAGOOD DATE
REGISTERED PROFESSIONAL ENGINEER
NO. 52960 STATE OF TEXAS

STATE OF TEXAS
TERRY R. HAGOOD
52960
REGISTERED
PROFESSIONAL ENGINEER

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

I, MICHAEL TURNER, REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE FROM AN ACTUAL SURVEY MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON, AND THAT THERE ARE NO APPARENT DISCREPANCIES, CONFLICTS, OVERLAPPING OF IMPROVEMENTS, VISIBLE UTILITY LINES OR ROADS IN PLACE, EXCEPT AS SHOWN ON THE ACCOMPANYING PLAT, AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY SUPERVISION IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF WILLIAMSON COUNTY, TEXAS.

6/19/24

MICHAEL TURNER DATE
REGISTERED PROFESSIONAL SURVEYOR
NO. 6441 STATE OF TEXAS

STATE OF TEXAS
REGISTERED
MICHAEL TURNER
6441
PROFESSIONAL
LAND SURVEYOR

ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS THE 22 DAY OF July, 2024 A.D.

WILLIAMSON COUNTY ADDRESSING COORDINATOR
PRINTED NAME Cindy Bridges

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

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 D. Boatright 07/24/2024

ADAM D. BOATRIGHT, PE DATE
WILLIAMSON COUNTY ENGINEER

STATE OF TEXAS §
COUNTY OF WILLIAMSON §
KNOW ALL MEN BY THESE PRESENTS;

I, BILL GRAVELL JR., COUNTY JUDGE OF WILLIAMSON COUNTY, TEXAS, DO HEREBY CERTIFY THAT THIS MAP OR PLAT, WITH FIELD NOTES HEREON, FOR A SUBDIVISION HAVING BEEN FULLY PRESENTED TO THE 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 JR., COUNTY JUDGE DATE
WILLIAMSON COUNTY, TEXAS

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

I, NANCY E. RISTER, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE _____ DAY OF _____, 20___ A.D., AT _____O'CLOCK, ____.M., AND DULY RECORDED THIS THE _____ DAY OF _____, 2024 A.D., AT ____O'CLOCK, ____M., IN THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY IN INSTRUMENT NO. _____.

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

NANCY E. RISTER, CLERK COUNTY COURT
OF WILLIAMSON COUNTY, TEXAS

BY:
_____
DEPUTY

BRYAN TECHNICAL SERVICES, INC.
911 NORTH MAIN
TAYLOR, TX 76574
PHONE: (512) 352-9090
FIRM No. 10128500
www.bryantechnicalservices.com

NO.	DATE	REVISIONS	BY

DRAWN BY: MT	CHECKED BY: BLB
SCALE: -	APPROVED BY: MT
PROJECT NO. 23-930	DATE: JANUARY 26, 2024

Commissioners Court - Regular Session **35.**

Meeting Date: 07/30/2024

Final plat for the Rancho Del Cielo Phase 3 subdivision – Pct 4

Submitted For: Adam Boatright **Submitted By:** Adam Boatright, Infrastructure

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approval of the final plat for the Rancho Del Cielo Phase 3 subdivision – Precinct 4.

Background

This is the next phase of the Rancho Del Cielo development. It consists of 186 single family lots, 1 open space/drainage lot, and 4,970 feet of new public roads. Roadway and drainage construction are not yet complete but a financial security in the amount of $1,410,974.45 has been posted with the County to cover the cost of the remaining construction.

Timeline

2024-04-16 – initial submittal of the final plat
2024-05-15 – 1st review complete with comments
2024-06-07 – 2nd submittal of final plat
2024-06-20 – 2nd review complete with comments clear
2024-06-24 – receipt of financial security for the remaining construction
2024-07-23 – receipt of final plat with signatures
2024-07-25 – final plat placed on the July 30, 2024 Commissioners Court agenda for consideration

Fiscal Impact

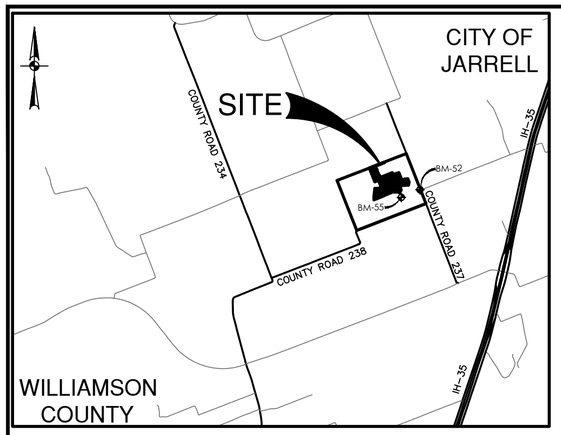
From/To	Acct No.	Description	Amount

Attachments

final plat - Rancho Del Cielo Ph 3

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	07/25/2024 11:51 AM
Form Started By: Adam Boatright		Started On: 07/25/2024 11:37 AM
Final Approval Date: 07/25/2024		



LOCATION MAP
1"=5000'

FINAL PLAT OF RANCHO DEL CIELO, PHASE 3

A 30.209 ACRE TRACT BEING SITUATED IN THE EDMOND PARSONS SURVEY, ABSTRACT NO. 494, IN WILLIAMSON COUNTY, TEXAS, BEING OUT OF THE REMNANT PORTION OF A CALLED 198.487 ACRE TRACT, CONVEYED TO KL LHB3 AIV LLC, IN WARRANTY DEED RECORDED IN DOCUMENT NO. 2021181477 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

OWNER: KL LHB3 AIV LLC
ADDRESS: C/O KENNEDY LEWIS INVESTMENT MANAGEMENT LLC
111 WEST 33RD STREET., SUITE 1910
NEW YORK, NY 10120

ACREAGE: 30.209 ACRES
LOTS ACREAGE: 24.452 ACRES
ROW ACREAGE: 5.757 ACRES

ENGINEER & SURVEYOR:
PAPE-DAWSON CONSULTING ENGINEERS, LLC.
10801 N MOPAC EXPY.,
BLDG. 3, SUITE 200
AUSTIN, TX 78759
(512) 454-8711 P

SURVEY: EDMOND PARSONS SURVEY
ABSTRACT NO. 494

NUMBER OF BLOCKS: 9

SINGLE FAMILY LOT: 186
OPEN SPACE/DRAINAGE LOT: 1
TOTAL LOTS: 187

LINEAR FEET OF NEW STREETS: 4,970 LF

SUBMITTAL DATE: APRIL 16, 2024

BENCHMARK INFORMATION:

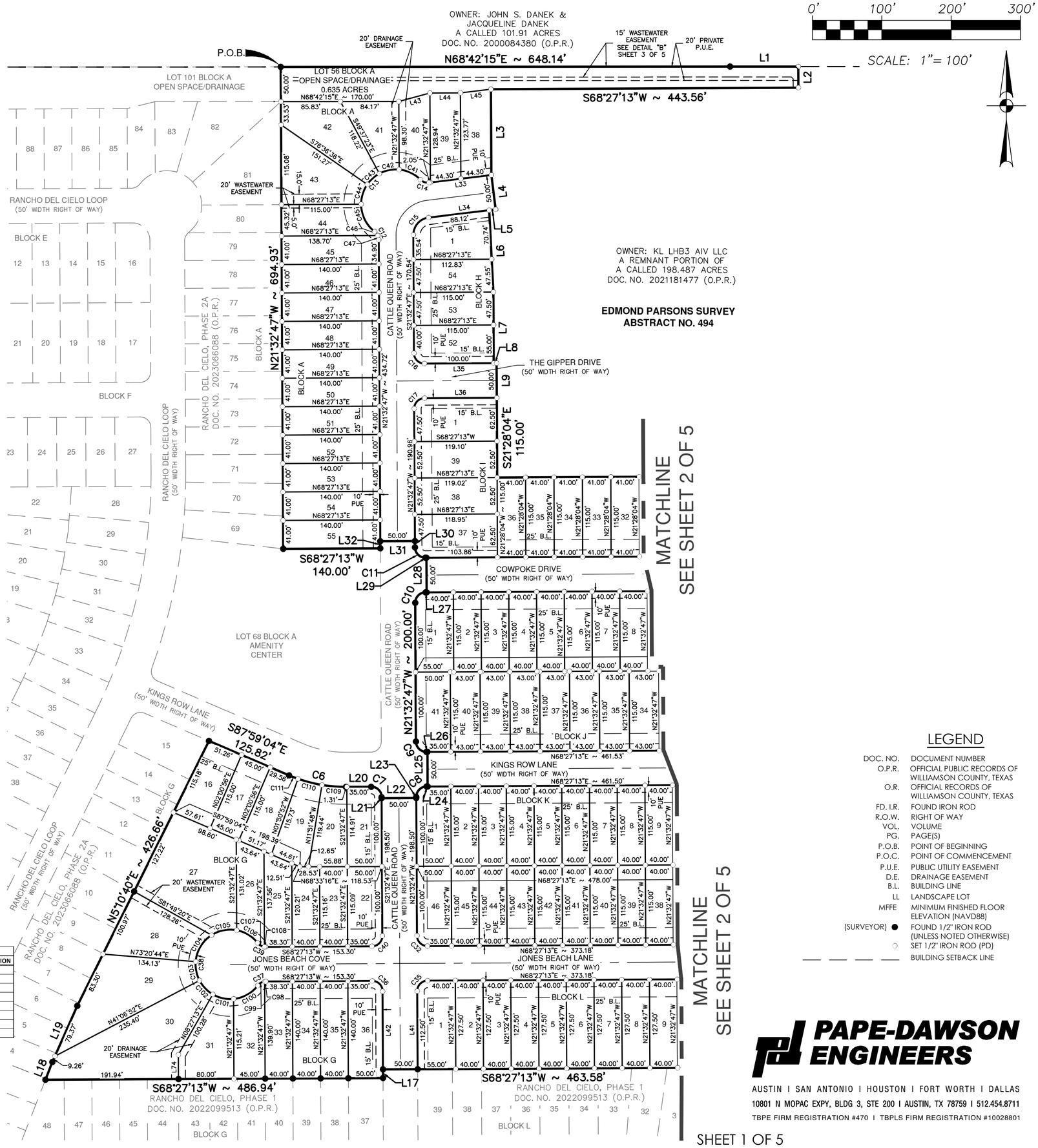
COMBINED SCALE FACTOR: 0.999851282120297

BM-52
SET MAG NAIL W/ WASHER MARKED "PAPE-DAWSON"
ON THE NORTH SIDE OF ALL AMERICAN WAY
GRID NORTHING: 10259329.6'
GRID EASTING: 3142603.0'
ELEVATION: 900.89'
NAVD 88 (GEOID12A)

BM-55
SET MAG NAIL W/ WASHER MARKED "PAPE-DAWSON"
ON THE INTERSECTION OF TEXAS ANGEL WAY
AND KNUTE ROCKIE WAY
GRID NORTHING: 10258971.2'
GRID EASTING: 3141737.6'
ELEVATION: 882.59'
NAVD 88 (GEOID12A)

STREET DATA						
STREET NAME	LENGTH	R.O.W. WIDTH	PVMT. WIDTH	DESIGN SPEED	MAINTAINANCE AUTHORITY	CLASSIFICATION
CATTLE QUEEN ROAD	1003 LF	50'	30' LOG - LOG	25 MPH	PUBLIC	LOCAL
THE GIPPER DRIVE	144 LF	50'	30' LOG - LOG	25 MPH	PUBLIC	LOCAL
COWPOKE DRIVE	862 LF	50'	30' LOG - LOG	25 MPH	PUBLIC	LOCAL
KINGS ROW LANE	1143 LF	50'	30' LOG - LOG	25 MPH	PUBLIC	LOCAL
JONES BEACH LANE	870 LF	50'	30' LOG - LOG	25 MPH	PUBLIC	LOCAL
JONES BEACH COVE	245 LF	50'	30' LOG - LOG	25 MPH	PUBLIC	LOCAL
DARK VICTORY ROAD	423 LF	50'	30' LOG - LOG	25 MPH	PUBLIC	LOCAL
KNUTE ROCKNE WAY	282 LF	50'	30' LOG - LOG	25 MPH	PUBLIC	LOCAL

BUILDING SETBACKS	
FRONT STREET	25'
SIDE STREET	15'
REAR	10'
SIDE	5'



LEGEND

DOC. NO.	DOCUMENT NUMBER
O.P.R.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
O.R.	OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
FD. I.R.	FOUND IRON ROD
R.O.W.	RIGHT OF WAY
VOL.	VOLUME
PG.	PAGE(S)
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
P.U.E.	PUBLIC UTILITY EASEMENT
D.E.	DRAINAGE EASEMENT
B.L.	BUILDING LINE
LL	LANDSCAPE LOT
MFFE	MINIMUM FINISHED FLOOR ELEVATION (NAVD88)
(SURVEYOR) ●	FOUND 1/2" IRON ROD (UNLESS NOTED OTHERWISE)
○	SET 1/2" IRON ROD (PD)
— — — —	BUILDING SETBACK LINE

PAPE-DAWSON ENGINEERS
AUSTIN I SAN ANTONIO I HOUSTON I FORT WORTH I DALLAS
10801 N MOPAC EXPY, BLDG 3, STE 200 I AUSTIN, TX 78759 I 512.454.8711
TBPE FIRM REGISTRATION #470 I TBPLS FIRM REGISTRATION #10028801

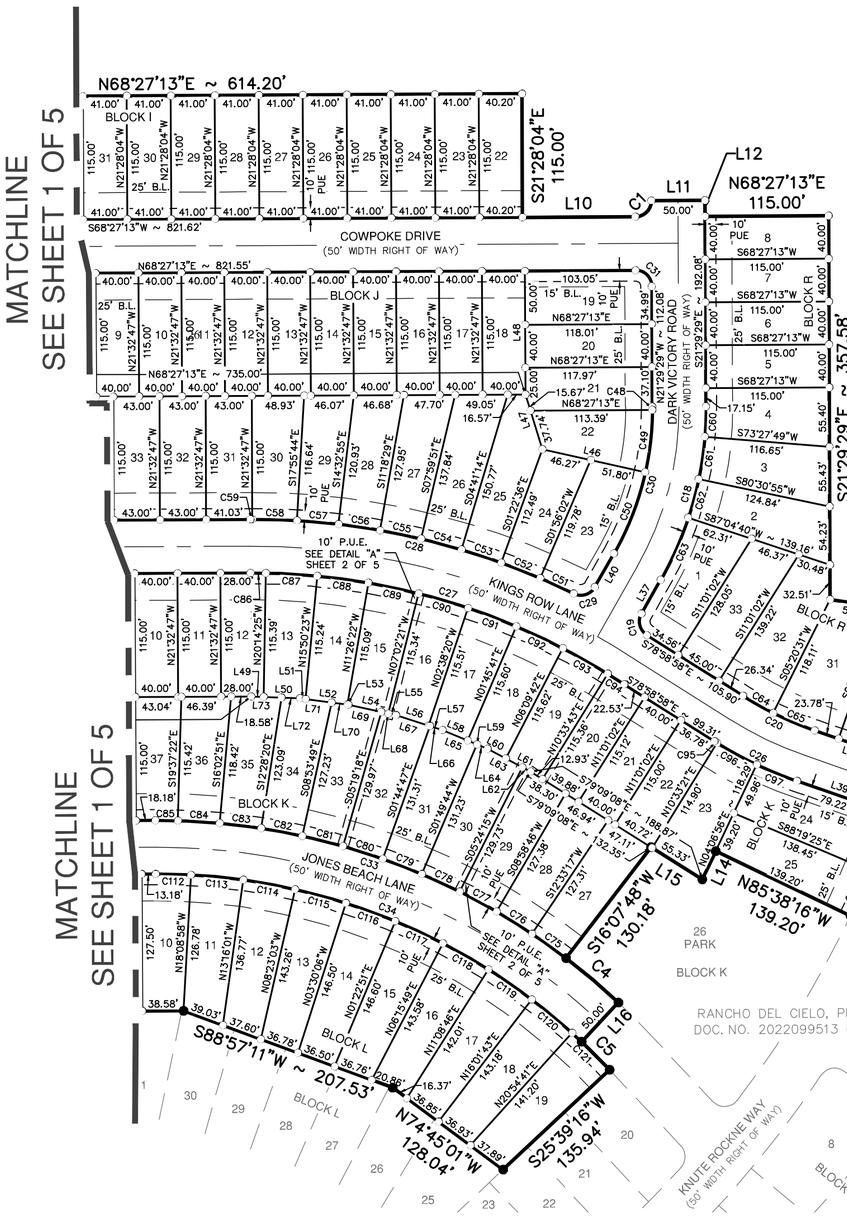
Date: Jul 23, 2024, 9:09am User ID: PDrohom
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FINAL PLAT
OF
RANCHO DEL CIELO, PHASE 3

A 30.209 ACRE TRACT BEING SITUATED IN THE EDMOND PARSONS SURVEY, ABSTRACT NO. 494, IN WILLIAMSON COUNTY, TEXAS, BEING OUT OF THE REMNANT PORTION OF A CALLED 198.487 ACRE TRACT, CONVEYED TO KL LHB3 AIV LLC, IN WARRANTY DEED RECORDED IN DOCUMENT NO. 2021181477 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

0' 100' 200' 300'

SCALE: 1"= 100'



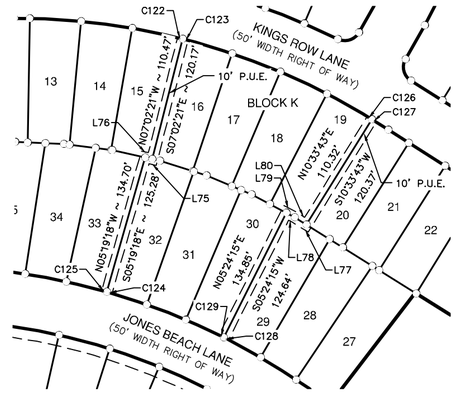
OWNER: KL LHB3 AIV LLC
A REMNANT PORTION OF
A CALLED 198.487 ACRES
DOC. NO. 2021181477 (O.P.R.)

EDMOND PARSONS SURVEY
ABSTRACT NO. 494

COUNTY ROAD 237
(VARIABLE WIDTH R.O.W.)

DETAIL "A"

1" = 100'



LEGEND

DOC. NO.	DOCUMENT NUMBER
O.P.R.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
O.R.	OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
FD. I.R.	FOUND IRON ROD
R.O.W.	RIGHT OF WAY
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P.U.E.	PUBLIC UTILITY EASEMENT
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B.L.	BUILDING LINE
LL	LANDSCAPE LOT
MFFE	MINIMUM FINISHED FLOOR ELEVATION (NAVD88)
(SURVEYOR) ●	FOUND 1/2" IRON ROD (UNLESS NOTED OTHERWISE)
○	SET 1/2" IRON ROD (PD)
— — — —	BUILDING SETBACK LINE

PAPE-DAWSON ENGINEERS

AUSTIN I SAN ANTONIO I HOUSTON I FORT WORTH I DALLAS
10801 N MOPAC EXPY, BLDG 3, STE 200 I AUSTIN, TX 78759 I 512.454.8711
TBPE FIRM REGISTRATION #470 I TBPLS FIRM REGISTRATION #10028801

RANCHO DEL CIELO, PHASE 3
Survey Job No. 51118-05

Date: Jul 23, 2024, 9:09am User ID: PGraham
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FINAL PLAT
OF
RANCHO DEL CIELO, PHASE 3

A 30.209 ACRE TRACT BEING SITUATED IN THE EDMOND PARSONS SURVEY, ABSTRACT NO. 494, IN WILLIAMSON COUNTY, TEXAS, BEING OUT OF THE REMNANT PORTION OF A CALLED 198.487 ACRE TRACT, CONVEYED TO KL LHB3 AIV LLC, IN WARRANTY DEED RECORDED IN DOCUMENT NO. 2021181477 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

CURVE TABLE

CURVE #	RADIUS	DELTA	CHORD BEARING	CHORD	LENGTH
C1	15.00'	089°56'42"	N23°28'52"E	21.20'	23.55'
C2	1025.00'	000°30'43"	S12°36'30"E	9.16'	9.16'
C3	975.00'	001°03'46"	S03°49'50"W	18.09'	18.09'
C4	625.00'	005°51'15"	S70°56'35"E	63.83'	63.86'
C5	575.00'	003°41'41"	S66°10'08"E	37.07'	37.08'
C6	205.00'	023°33'43"	N80°14'04"E	83.71'	84.30'
C7	15.00'	090°00'00"	S66°32'47"E	21.21'	23.56'
C8	15.00'	090°00'00"	N23°27'13"E	21.21'	23.56'
C9	15.00'	090°00'00"	N66°32'47"W	21.21'	23.56'
C10	15.00'	090°00'00"	N23°27'13"E	21.21'	23.56'
C11	15.00'	090°00'00"	N66°32'47"W	21.21'	23.56'
C12	15.00'	052°01'12"	N47°33'24"W	13.16'	13.62'
C13	50.00'	187°19'42"	S20°05'51"W	99.80'	163.47'
C14	15.00'	052°01'12"	N87°45'06"E	13.16'	13.62'
C15	25.00'	083°17'17"	S20°05'51"W	33.23'	36.34'
C16	15.00'	090°00'00"	S66°32'47"E	21.21'	23.56'
C17	15.00'	090°00'00"	S23°27'13"W	21.21'	23.56'
C18	325.00'	029°44'32"	N06°37'13"W	166.82'	168.71'
C19	15.00'	087°14'01"	S35°21'57"E	20.69'	22.84'
C20	325.00'	013°05'02"	S85°31'29"E	74.05'	74.22'
C21	15.00'	093°27'23"	N41°12'19"E	21.84'	24.47'
C22	975.00'	007°20'14"	N09°11'30"W	124.77'	124.86'
C23	1025.00'	016°09'48"	N04°46'57"W	288.20'	289.16'
C24	975.00'	004°02'44"	N01°16'35"E	68.83'	68.84'
C25	15.00'	091°19'14"	N46°24'23"W	21.46'	23.91'
C26	375.00'	013°05'02"	S85°31'29"E	85.45'	85.63'
C27	625.00'	033°47'10"	S85°20'38"W	363.23'	368.55'
C28	675.00'	026°28'27"	S81°41'26"W	309.12'	311.89'
C29	15.00'	086°40'36"	N51°35'21"E	20.59'	22.69'
C30	275.00'	029°44'32"	N06°37'13"W	141.16'	142.75'
C31	15.00'	090°03'18"	N66°31'08"W	21.22'	23.58'
C32	15.00'	090°00'00"	S66°32'47"E	21.21'	23.56'
C33	625.00'	043°31'50"	N89°46'52"W	463.51'	474.84'
C34	575.00'	043°31'50"	N89°46'52"W	426.43'	436.86'
C35	15.00'	090°00'00"	S23°27'13"W	21.21'	23.56'
C36	15.00'	090°00'00"	N66°32'47"W	21.21'	23.56'
C37	15.00'	052°01'12"	S42°26'36"W	13.16'	13.62'
C38	50.00'	284°02'25"	S21°32'47"E	61.54'	247.87'
C39	15.00'	052°01'12"	S85°32'11"E	13.16'	13.62'
C40	15.00'	090°00'00"	N23°27'13"E	21.21'	23.56'
C41	50.00'	039°34'09"	N86°01'22"W	33.85'	34.53'
C42	50.00'	033°48'57"	S57°17'05"W	29.08'	29.51'
C43	50.00'	026°59'12"	S26°53'01"W	23.33'	23.55'
C44	50.00'	034°43'27"	S03°58'19"E	29.84'	30.30'
C45	50.00'	052°13'57"	S47°27'01"E	44.02'	45.58'
C46	15.00'	028°01'37"	N59°33'11"W	7.26'	7.34'
C47	15.00'	023°59'36"	N33°32'35"W	6.24'	6.28'
C48	275.00'	000°36'17"	N21°11'21"W	2.90'	2.90'
C49	275.00'	012°10'20"	N14°48'02"W	58.31'	58.42'
C50	275.00'	016°57'55"	N00°13'54"W	81.13'	81.43'
C51	675.00'	002°54'49"	N86°31'45"W	34.32'	34.32'
C52	675.00'	003°18'38"	N89°38'28"W	38.99'	39.00'
C53	675.00'	003°18'38"	S87°02'54"W	38.99'	39.00'
C54	675.00'	003°18'38"	S83°44'17"W	38.99'	39.00'
C55	675.00'	003°18'38"	S80°25'39"W	38.99'	39.00'
C56	675.00'	003°19'16"	S77°06'43"W	39.12'	39.13'
C57	675.00'	003°17'59"	S73°48'05"W	38.87'	38.87'
C58	675.00'	003°31'51"	S70°23'10"W	41.59'	41.60'
C59	675.00'	000°10'02"	S68°32'13"W	1.97'	1.97'
C60	325.00'	004°57'18"	N19°00'50"W	28.10'	28.11'
C61	325.00'	007°03'07"	N13°00'38"W	39.97'	40.00'
C62	325.00'	006°33'45"	N06°12'12"W	37.20'	37.22'
C63	325.00'	011°10'23"	N02°39'52"E	63.28'	63.38'
C64	325.00'	005°43'17"	S81°50'36"E	32.44'	32.45'
C65	325.00'	007°21'45"	S88°23'07"E	41.73'	41.76'
C66	1025.00'	002°14'09"	N11°14'04"W	40.00'	40.00'
C67	1025.00'	002°14'09"	N08°59'54"W	40.00'	40.00'
C68	1025.00'	002°13'53"	N06°45'53"W	39.91'	39.92'
C69	1025.00'	002°14'26"	N04°31'44"W	40.08'	40.08'
C70	1025.00'	002°14'09"	N02°17'26"W	40.00'	40.00'

CURVE TABLE

CURVE #	RADIUS	DELTA	CHORD BEARING	CHORD	LENGTH
C71	1025.00'	002°14'09"	N00°03'17"W	40.00'	40.00'
C72	1025.00'	002°14'09"	N02°10'53"E	40.00'	40.00'
C73	975.00'	002°25'21"	N00°27'54"E	41.22'	41.23'
C74	975.00'	002°41'09"	N03°01'09"E	45.70'	45.70'
C75	625.00'	003°34'31"	N75°39'28"W	38.99'	39.00'
C76	625.00'	003°34'31"	N79°13'59"W	38.99'	39.00'
C77	625.00'	003°34'31"	N82°48'30"W	38.99'	39.00'
C78	625.00'	003°34'31"	N86°23'01"W	38.99'	39.00'
C79	625.00'	003°34'31"	N89°57'31"W	38.99'	39.00'
C80	625.00'	003°34'31"	S86°27'58"W	38.99'	39.00'
C81	625.00'	003°34'31"	S82°53'27"W	38.99'	39.00'
C82	625.00'	003°34'31"	S79°18'56"W	38.99'	39.00'
C83	625.00'	003°34'31"	S75°44'25"W	38.99'	39.00'
C84	625.00'	003°34'31"	S72°09'54"W	38.99'	39.00'
C85	625.00'	001°55'26"	S69°24'56"W	20.98'	20.99'
C86	625.00'	001°18'33"	S69°06'19"W	14.28'	14.28'
C87	625.00'	004°24'01"	S71°57'36"W	47.99'	48.00'
C88	625.00'	004°24'01"	S76°21'37"W	47.99'	48.00'
C89	625.00'	004°24'01"	S80°45'38"W	47.99'	48.00'
C90	625.00'	004°24'01"	S85°09'39"W	47.99'	48.00'
C91	625.00'	004°24'01"	S89°33'41"W	47.99'	48.00'
C92	625.00'	004°24'01"	N86°02'18"W	47.99'	48.00'
C93	625.00'	004°24'01"	N81°38'17"W	47.99'	48.00'
C94	625.00'	001°40'29"	N78°36'02"W	18.27'	18.27'
C95	375.00'	000°27'41"	S79°12'48"E	3.02'	3.02'
C96	375.00'	006°26'25"	S82°39'52"E	42.13'	42.15'
C97	375.00'	006°10'56"	S88°58'32"E	40.44'	40.46'
C98	15.00'	006°30'14"	S65°12'05"W	1.70'	1.70'
C99	15.00'	045°30'58"	S39°11'29"W	11.61'	11.92'
C100	50.00'	046°48'56"	N39°50'28"E	39.73'	40.85'
C101	50.00'	035°38'05"	N81°03'58"E	30.60'	31.10'
C102	50.00'	032°13'51"	S65°00'04"E	27.76'	28.13'
C103	50.00'	032°13'51"	S32°46'12"E	27.76'	28.13'
C104	50.00'	052°52'12"	S09°46'50"W	44.52'	46.14'
C105	50.00'	043°13'57"	S57°49'54"W	36.84'	37.73'
C106	50.00'	041°01'33"	N80°02'21"W	35.04'	35.80'
C107	15.00'	045°30'58"	S82°17'04"E	11.61'	11.92'
C108	15.00'	006°30'14"	N71°42'20"E	1.70'	1.70'
C109	205.00'	009°41'00"	N73°17'43"E	34.60'	34.65'
C110	205.00'	010°00'55"	N83°08'40"E	35.79'	35.83'
C111	205.00'	003°51'48"	S89°54'58"E	13.82'	13.82'
C112	575.00'	003°16'55"	S70°05'40"W	32.93'	32.94'
C113	575.00'	004°52'57"	S74°10'36"W	48.99'	49.00'
C114	575.00'	004°52'57"	S79°03'33"W	48.99'	49.00'
C115	575.00'	004°52'57"	S83°56'31"W	48.99'	49.00'
C116	575.00'	004°52'57"	S88°49'28"W	48.99'	49.00'
C117	575.00'	004°52'57"	N86°17'35"W	48.99'	49.00'
C118	575.00'	004°52'57"	N81°24'37"W	48.99'	49.00'
C119	575.00'	004°52'57"	N76°31'40"W	48.99'	49.00'
C120	575.00'	004°52'57"	N71°38'43"W	48.99'	49.00'
C121	575.00'	004°52'57"	N66°45'46"W	48.98'	49.00'
C122	625.00'	000°27'30"	N82°43'54"E	5.00'	5.00'
C123	625.00'	000°27'30"	N83°11'24"E	5.00'	5.00'
C124	625.00'	000°27'30"	S84°54'27"W	5.00'	5.00'
C125	625.00'	000°27'30"	S84°26'57"W	5.00'	5.00'
C126	625.00'	000°27'30"	S79°40'02"E	5.00'	5.00'
C127	625.00'	000°27'30"	S79°12'31"E	5.00'	5.00'
C128	625.00'	000°27'30"	N84°22'00"W	5.00'	5.00'
C129	625.00'	000°27'30"	N84°49'30"W	5.00'	5.00'

LINE TABLE

LINE #	BEARING	LENGTH
L1	N68°45'17"E	98.43'
L2	S21°32'47"E	30.44'
L3	S21°32'47"E	123.59'
L4	S28°15'30"E	50.00'
L5	S61°44'30"W	9.31'
L6	S24°09'51"E	118.29'
L7	S21°32'47"E	102.50'
L8	N68°27'13"E	4.18'
L9	S21°32'47"E	50.00'
L10	N68°27'12"E	105.06'
L11	N68°30'31"E	50.00'
L12	S21°29'29"E	14.94'
L13	S22°33'38"W	18.96'
L14	S04°06'56"W	29.13'
L15	N79°09'08"W	56.52'
L16	S21°59'02"W	50.00'
L17	S21°32'47"E	12.50'
L18	N00°02'37"E	27.41'
L19	N02°42'08"E	88.63'
L20	N68°27'13"E	36.31'
L21	S21°32'47"E	1.50'
L22	N68°27'13"E	50.00'
L23	N21°32'47"W	1.50'
L24	N68°27'13"E	1.50'
L25	N21°32'47"W	50.00'
L26	S68°27'13"W	1.50'
L27	N68°27'13"E	1.50'
L28	N21°32'47"W	50.00'
L29	S68°27'13"W	1.50'
L30	N21°32'47"W	9.04'
L31	S68°27'13"W	50.00'
L32	S21°32'47"E	10.18'
L33	N61°44'30"E	90.66'
L34	N61°44'30"E	97.43'
L35	N68°27'13"E	104.18'
L36	S68°27'13"W	104.18'
L37	S08°15'03"W	36.20'
L38	N87°56'00"E	77.72'
L39	N87°56'00"E	79.22'
L40	S08°15'03"W	36.09'
L41	N21°32'47"W	112.50'
L42	N21°32'47"W	112.50'
L43	S53°35'04"W	46.56'
L44	S68°27'13"W	44.00'
L45	S61°58'14"W	44.28'
L46	N81°17'08"E	98.07'
L47	S38°21'33"E	53.41'
L48	N21°32'47"W	115.00'
L49	N71°02'02"E	11.66'
L50	N71°02'02"E	33.80'

LINE TABLE

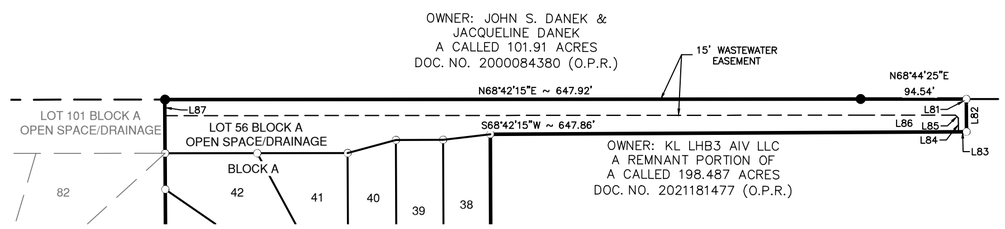
LINE #	BEARING	LENGTH
L51	N76°08'33"E	5.36'
L52	N76°08'33"E	39.15'
L53	N76°08'33"E	0.96'
L54	N81°15'07"E	38.19'
L55	N81°15'07"E	7.28'
L56	N86°21'40"E	31.87'
L57	N86°21'40"E	13.59'
L58	S88°31'47"E	25.56'
L59	S88°31'47"E	19.90'
L60	S83°25'14"E	19.25'
L61	S83°25'14"E	26.21'
L62	S83°25'14"E	8.80'
L63	S83°25'14"E	36.67'
L64	S88°31'47"E	10.52'
L65	S88°31'47"E	34.94'
L66	N86°21'40"E	12.28'
L67	N86°21'40"E	33.18'
L68	N81°15'07"E	14.02'
L69	N81°15'07"E	31.44'
L70	N76°08'33"E	15.70'
L71	N76°08'33"E	29.77'
L72	N71°02'02"E	17.26'
L73	N71°02'02"E	28.19'
L74	N21°32'47"W	35.04'
L75	S81°15'07"W	6.89'
L76	N81°15'07"E	6.60'
L77	N79°09'08"W	17.77'
L78	N83°25'14"W	3.51'
L79	S83°25'14"E	14.09'
L80	S79°09'08"E	8.09'
L81	S66°15'35"E	5.53'
L82	S21°32'47"E	26.56'
L83	S68°27'13"W	7.50'
L84	N21°32'47"W	12.81'
L85	N66°15'35"W	3.81'
L86	S68°44'25"W	88.31'
L87	N21°31'42"W	15.00'

NOTES:

1) THE OWNER UNDERSTANDS THAT IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE CITY OR COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL AND LOCAL LAWS AND REGULATIONS RELATING TO THE ENVIRONMENT, INCLUDING, BUT NOT LIMITED TO THE ENDANGERED SPECIES ACT, STATE AQUIFER REGULATIONS, AND MUNICIPAL WATERSHED ORDINANCES
2) A 10' WIDE UTILITY EASEMENT SHALL BE DEDICATED ADJACENT TO ALL STREET R.O.W. ON ALL LOTS.
3) PROPERTY OWNER SHALL PROVIDE FOR ACCESS TO DRAINAGE EASEMENTS AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS BY REGULATORY AUTHORITIES
4) ALL EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR THEIR ASSIGNS.
5) MAINTENANCE OF THE DRAINAGE EASEMENTS SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNER.
6) THIS SUBDIVISION IS LOCATED WITHIN THE JURISDICTION OF WILLIAMSON COUNTY.
7) BUILDING SETBACK LINES SHALL BE IN ACCORDANCE WITH SETBACKS SHOWN HEREON, APPLICABLE OWNER RESTRICTIONS RECORDED IN COUNTY RECORDS OR APPLICABLE ORDINANCES.
8) DRIVEWAY ACCESS TO LOTS WITHIN THIS SUBDIVISION FROM SIDE STREETS IS PROHIBITED.
9) NO STRUCTURE OR IMPROVEMENT ON ANY LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A WATER SUPPLY SYSTEM APPROVED BY THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY.
10) NO STRUCTURE OR IMPROVEMENT ON ANY LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A WASTEWATER COLLECTION SYSTEM APPROVED BY THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY.
11) THE OWNER OF THIS SUBDIVISION AND HIS HEIRS, SUCCESSORS AND ASSIGNS ASSUMES THE RESPONSIBILITY FOR PLANS FOR CONSTRUCTION OF ALL SUBDIVISION IMPROVEMENTS WHICH SHALL COMPLY WITH APPLICABLE CODES, RULES AND REGULATIONS AND REQUIREMENTS OF WILLIAMSON COUNTY, TEXAS AND THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY WHICH ARE IN EFFECT AND APPLICABLE AT THE TIME THE IMPROVEMENTS ARE DESIGNED AND CONSTRUCTED. THE OWNER UNDERSTANDS AND AGREES THAT PLAT VACATION AND REPLATTING MAY BE REQUIRED AT THE OWNERS SOLE EXPENSE IF PLANS TO CONSTRUCT THIS SUBDIVISION DO NOT COMPLY WITH SUCH CODES AND REQUIREMENTS.
12) WATER AND WASTEWATER SERVICE TO THIS SUBDIVISION WILL BE PROVIDED BY THE CITY OF JARRELL.
13) WATER AND WASTEWATER SYSTEMS SERVING THIS SUBDIVISION SHALL BE DESIGNED AND INSTALLED IN ACCORDANCE WITH THE DESIGN AND CONSTRUCTION STANDARDS OF THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ) OR WILLIAMSON COUNTY. PLANS AND SPECIFICATIONS SHALL BE SUBMITTED TO TCEQ AND OTHER AGENCIES AS APPROPRIATE AT THE TIME SUCH PLANS ARE PREPARED.
14) ALL STREETS ARE TO BE DEDICATED FOR PUBLIC USE.
15) THERE ARE NO CEMETERY SITES, EXISTING OR PROPOSED SCHOOL SITES OR OTHER PUBLIC SITES PROPOSED WITHIN THIS SUBDIVISION.
16) DRIVEWAYS SHALL CONNECT ONLY TO AN INTERNAL PLATTED ROAD AND NOT TO CR 237 OR CR 238.
17) IF ANY SIDEWALKS ARE CONSTRUCTED IN THIS SUBDIVISION, THEY WILL BE OWNED AND MAINTAINED BY THE RANCHO DEL CIELO MUNICIPAL UTILITY DISTRICT OR THE HOMEOWNER'S ASSOCIATION.
18) ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS.
19) IMPROVEMENTS WITHIN THE COUNTY RIGHT-OF-WAY INCLUDING, BUT NOT LIMITED TO LANDSCAPING, IRRIGATION, LIGHTING, CUSTOM SIGNS IS PROHIBITED WITHOUT AN EXECUTED LICENSE AGREEMENT WITH WILLIAMSON COUNTY.
20) AN EASEMENT 3 FEET IN WIDTH IS HEREBY DEDICATED ALONG EACH INTERIOR SIDE LOT LINE AND EACH REAR LOT LINE FOR PUBLIC UTILITIES.
21) EXCEPT IN AREAS REQUIRED TO MEET LEGAL ACCESSIBILITY REQUIREMENTS, THE MINIMUM FINISHED FLOOR ELEVATION SHALL BE ONE FOOT HIGHER THAN THE HIGHEST SPOT ELEVATION THAT IS LOCATED WITHIN FIVE FEET OUTSIDE THE PERIMETER OF THE BUILDING, OR AT LEAST ONE FOOT ABOVE THE BFE, WHICHEVER IS HIGHER.
22) 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.
23) NO PORTION OF THIS SUBDIVISION IS ENCROACHED BY A SPECIAL FLOOD HAZARD AREA(S) INUNDATED BY THE 100-YEAR (1% CHANCE) FLOOD AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 48491C0125F, EFFECTIVE DATE DECEMBER 20, 2019 FOR WILLIAMSON COUNTY, TEXAS.
24) THIS SUBDIVISION IS SUBJECT TO WATER AND WASTEWATER ACCESS FEES AS OUTLINED IN THE RANCHO DEL CIELO UTILITY AND CONSENT AGREEMENT WITH THE CITY OF JARRELL, DATED OCTOBER 27, 2020.
25) THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF RANCHO DEL CIELO MUNICIPAL UTILITY DISTRICT, A POLITICAL SUBDIVISION OF THE STATE OF TEXAS.
26) MAINTENANCE RESPONSIBILITY FOR DRAINAGE WILL NOT BE ACCEPTED BY THE COUNTY OTHER THAT THAT ACCEPTED IN CONNECTION WITH DRAINING OR PROTECTING THE ROAD SYSTEM. MAINTENANCE RESPONSIBILITY FOR STORM WATER MANAGEMENT CONTROLS WILL REMAIN WITH THE OWNER.
27) ALL STRUCTURES/OBSTRUCTIONS ARE PROHIBITED WITHIN DRAINAGE EASEMENTS.

DETAIL "B"

1" = 100'



PAPE-DAWSON ENGINEERS

AUSTIN I SAN ANTONIO I HOUSTON I FORT WORTH I DALLAS

10801 N MOPAC EXPY, BLDG 3, STE 200 I AUSTIN, TX 78759 I 512.454.8711

TBPE FIRM REGISTRATION #470 I TBPLS FIRM REGISTRATION #10028801

Date: Jul 23, 2024, 9:09am User ID: PDraham
File: C:\Users\LOCAL_~1\Temp\AcPublish_22876\VL51118-05.dwg

FINAL PLAT
OF
RANCHO DEL CIELO, PHASE 3

A 30.209 ACRE TRACT BEING SITUATED IN THE EDMOND PARSONS SURVEY, ABSTRACT NO. 494, IN WILLIAMSON COUNTY, TEXAS, BEING OUT OF THE REMNANT PORTION OF A CALLED 198.487 ACRE TRACT, CONVEYED TO KL LHB3 AIV LLC, IN WARRANTY DEED RECORDED IN DOCUMENT NO. 2021181477 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

FIELD NOTES
FOR

A 30.209 ACRE TRACT OF LAND BEING SITUATED IN THE EDMOND PARSONS SURVEY, ABSTRACT NO. 494, IN WILLIAMSON COUNTY, TEXAS, BEING OUT OF THE REMNANT PORTION OF A CALLED 198.487 ACRE TRACT, CONVEYED TO KL LHB3 AIV LLC, IN WARRANTY DEED RECORDED IN DOCUMENT NO. 2021181477 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. SAID 30.209 ACRE TRACT BEING MORE FULLY DESCRIBED AS FOLLOWS, WITH BEARINGS BASED ON THE NORTH AMERICAN DATUM OF 1983 (NA 2011) EPOCH 2010.00, FROM THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE CENTRAL ZONE:

BEGINNING at ½" iron rod with yellow cap marked "Pape-Dawson" found on a point in the south boundary line of a called 101.91 acre tract, conveyed to John S. Danek & Jacqueline Danek, recorded in Document No. 2000084380 of said Official Public Records, said point being the northeast corner of Rancho Del Cielo, Phase 2A, a subdivision according to the plat recorded in Document No. 2023066088 of said Official Public records, same being a northwest corner of the Remnant Portion of said 198.487 acre tract of said Official Public Records, for the northwest corner and POINT OF BEGINNING hereof;

THENCE, departing the east boundary line of said Rancho Del Cielo, Phase 2 with the south boundary line of said 101.91 acre tract, same being the north boundary line of the Remnant Portion of said 198.487 acre tract, the following two (2) courses and distances:

1. N 68°42'15" E, a distance of 648.14 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set for an angle point hereof, and
2. N 68°45'17" E, a distance of 98.43 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set for the northernmost northeast corner hereof,

THENCE, departing the south boundary line of said 101.91 acre tract, through the interior of the Remnant Portion of said 198.87 acre tract, the following twenty-three (23) courses and distances:

1. S 21°32'47" E, a distance of 30.44 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set for an angle point hereof,
2. S 68°27'13" W, a distance of 443.56 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set for an angle point hereof,
3. S 21°32'47" E, a distance of 123.59 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set for an angle point hereof,
4. S 28°15'30" E, a distance of 50.00 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set for an angle point hereof,
5. S 61°44'30" W, a distance of 9.31 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set for an angle point hereof,
6. S 24°09'51" E, a distance of 118.29 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set for an angle point hereof,
7. S 21°32'47" E, a distance of 102.50 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set for an angle point hereof,
8. N 68°27'13" E, a distance of 4.18 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set for an angle point hereof,
9. S 21°32'47" E, a distance of 50.00 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set for an angle point hereof,
10. S 21°28'04" E, a distance of 115.00 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set for an angle point hereof,
11. N 68°27'13" E, a distance of 614.20 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set for an angle point hereof,
12. S 21°28'04" E, a distance of 115.00 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set for an angle point hereof,
13. N 68°27'12" E, a distance of 105.06 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set for a point of tangent curvature hereof,
14. along a curve to the left, having a radius of 15.00 feet, a central angle of 89°56'42", a chord bearing and distance of N 23°28'52" E, 21.20 feet, an arc length of 23.55 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set for a point of tangency hereof,
15. N 68°30'31" E, a distance of 50.00 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set for an angle point hereof,
16. S 21°29'29" E, a distance of 14.94 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set for an angle point hereof,
17. N 68°27'13" E, a distance of 115.00 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set for an angle point hereof,
18. S 21°29'29" E, a distance of 357.58 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set for an angle point hereof,
19. N 77°03'33" E, a distance of 155.54 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set for a point of non-tangent curvature hereof,
20. along the arc of a curve to the right having a radius of 1025.00 feet, a central angle of 00°30'43", a chord bearing and distance of S 12°36'30" E, 9.16 feet, an arc length of 9.16 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set for a point of non-tangency hereof,
21. N 77°38'52" E, a distance of 129.84 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set for the easternmost northeast corner hereof,
22. S 21°32'47" E, a distance of 180.16 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set for an angle point hereof,
23. S 13°15'25" W, a distance of 132.17 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set for an angle point hereof, and
24. S 22°33'38" W, a distance of 18.96 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" found on the north boundary line of Rancho Del Cielo, Phase 1, a subdivision according to the plat recorded in Document No. 2022099513 of said Official Public Records, same being the south boundary line of the Remnant Portion of said 198.487 acre tract for the southeast corner hereof,

THENCE, with the north boundary line of said Rancho Del Cielo, Phase 1, same being the south boundary line of the Remnant Portion of said 198.487 acre tract, the following fifteen (15) courses and distances:

1. N 86°42'03" W, a distance of 183.61 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" found for a point of non-tangent curvature hereof,
2. along the arc of a curve to the right having a radius of 975.00 feet, a central angle of 01°03'46", a chord bearing and distance of S 03°49'50" W, 18.09 feet, an arc length of 18.09 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" found for a point of non-tangency hereof,
3. N 85°38'16" W, a distance of 139.20 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" found for an angle point hereof,
4. S 04°06'56" W, a distance of 29.13 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" found for an angle point hereof,
5. N 79°09'08" W, a distance of 56.52 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" found for an angle point hereof,
6. S 16°07'48" W, a distance of 130.18 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" found for a point of non-tangent curvature hereof,
7. along the arc of a curve to the right having a radius of 625.00 feet, a central angle of 05°51'15", a chord bearing and distance of S 70°56'35" E, 63.83 feet, an arc length of 63.86 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" found for a point of non-tangency hereof,
8. S 21°59'02" W, a distance of 50.00 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" found for a point of non-tangent curvature hereof,
9. along the arc of a curve to the right having a radius of 575.00 feet, a central angle of 03°41'41", a chord bearing and distance of S 66°10'08" E, 37.07 feet, an arc length of 37.08 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" found for a point of non-tangency hereof,
10. S 25°39'16" W, a distance of 135.94 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" found for an angle point hereof,
11. N 74°45'01" W, a distance of 128.04 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" found for an angle point hereof,
12. S 88°57'11" W, a distance of 207.53 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" found for an angle point hereof,
13. S 68°27'13" W, a distance of 463.58 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" found for an angle point hereof,
14. S 21°32'47" E, a distance of 12.50 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" found for an angle point hereof, and
15. S 68°27'13" W, a distance of 486.94 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" found on an east boundary line of said Rancho Del Cielo, Phase 1, said point being the southwest corner of the Remnant Portion of said 198.487 acre tract for the southwest corner hereof,

THENCE N 00°02'37" E, with the east boundary line of said Rancho Del Cielo, Phase 1, in part with the east boundary line of said Rancho Del Cielo, Phase 2, same being the west boundary line of the Remnant Portion of said 198.487 acre tract, a distance of 27.41 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" found for an angle point hereof,

THENCE, continuing with the east boundary line of said Rancho Del Cielo, Phase 2, same being the west boundary line of the Remnant Portion of said 198.487 acre tract, the following twenty five (25) courses and distances:

1. N 02°42'08" E, a distance of 88.63 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" found for an angle point hereof,
2. N 05°10'40" E, a distance of 426.66 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" found for an angle point hereof,
3. S 87°59'04" E, a distance of 125.82 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" found for a point of tangent curvature hereof,
4. along a curve to the left, having a radius of 205.00 feet, a central angle of 23°33'43", a chord bearing and distance of N 80°14'04" E, 83.71 feet, an arc length of 84.30 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" found for a point of tangency hereof,
5. N 68°27'13" E, a distance of 36.31 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" found for a point of tangent curvature hereof,
6. along a curve to the right, having a radius of 15.00 feet, a central angle of 90°00'00", a chord bearing and distance of S 66°32'47" E, 21.21 feet, an arc length of 23.56 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" found for a point of tangency hereof,
7. S 21°32'47" E, a distance of 1.50 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" found for an angle point hereof,
8. N 68°27'13" E, a distance of 50.00 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" found for an angle point hereof,
9. N 21°32'47" W, a distance of 1.50 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" found for a point of tangent curvature hereof,
10. along a curve to the right, having a radius of 15.00 feet, a central angle of 90°00'00", a chord bearing and distance of N 23°27'13" E, 21.21 feet, an arc length of 23.56 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" found for a point of tangency hereof,
11. N 68°27'13" E, a distance of 1.50 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" found for an angle point hereof,
12. N 21°32'47" W, a distance of 50.00 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" found for an angle point hereof,
13. S 68°27'13" W, a distance of 1.50 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" found for a point of tangent curvature hereof,
14. along a curve to the right, having a radius of 15.00 feet, a central angle of 90°00'00", a chord bearing and
15. distance of N 66°32'47" W, 21.21 feet, an arc length of 23.56 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" found for a point of tangency hereof,
16. N 21°32'47" W, a distance of 200.00 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" found for a point of tangent curvature hereof,
17. along a curve to the right, having a radius of 15.00 feet, a central angle of 90°00'00", a chord bearing and distance of N 23°27'13" E, 21.21 feet, an arc length of 23.56 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" found for a point of tangency hereof,
18. N 68°27'13" E, a distance of 1.50 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" found for an angle point hereof,
19. N 21°32'47" W, a distance of 50.00 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" found for an angle point hereof,
20. S 68°27'13" W, a distance of 1.50 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" found for a point of tangent curvature hereof,
21. along a curve to the right, having a radius of 15.00 feet, a central angle of 90°00'00", a chord bearing and distance of N 66°32'47" W, 21.21 feet, an arc length of 23.56 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" found for a point of tangency hereof,
22. N 21°32'47" W, a distance of 9.04 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" found for an angle point hereof,
23. S 68°27'13" W, a distance of 50.00 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" found for an angle point hereof,
24. S 21°32'47" E, a distance of 10.18 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" found for an angle point hereof,
25. S 68°27'13" W, a distance of 140.00 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" found for an angle point hereof, and
26. N 21°32'47" W, a distance of 694.93 feet to the POINT OF BEGINNING, and containing 30.209 acres in Williamson County, Texas. Said tract being described in accordance with a survey made on the ground and a survey map prepared by Pape Dawson Consulting Engineers, Llc. under Job No. 51118-05.

PAPE-DAWSON ENGINEERS
AUSTIN I SAN ANTONIO I HOUSTON I FORT WORTH I DALLAS
10801 N MOPAC EXPY, BLDG 3, STE 200 I AUSTIN, TX 78759 I 512.454.8711
TBPE FIRM REGISTRATION #470 I TBPLS FIRM REGISTRATION #10028801

RANCHO DEL CIELO, PHASE 3
Survey Job No. 51118-05

Date: Jul 23, 2024, 9:09am User ID: PGraham
File: G:\Users\LOCAL_~1\Temp\AcPublish_22876\PLS1118-05.dwg

FINAL PLAT
OF
RANCHO DEL CIELO, PHASE 3

A 30.209 ACRE TRACT BEING SITUATED IN THE EDMOND PARSONS SURVEY, ABSTRACT NO. 494, IN WILLIAMSON COUNTY, TEXAS, BEING OUT OF THE REMNANT PORTION OF A CALLED 198.487 ACRE TRACT, CONVEYED TO KL LHB3 AIV LLC, IN WARRANTY DEED RECORDED IN DOCUMENT NO. 2021181477 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

STATE OF ARIZONA §
§ KNOW ALL MEN BY THESE PRESENTS
COUNTY OF MARICOPA §

THAT KL LHB3 AIV LLC, AS OWNER OF THE REMNANT PORTION OF THE CERTAIN 198.487 ACRE TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A WARRANTY DEED RECORDED IN DOCUMENT NO. 2021181477 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DO HEREBY STATE THAT THERE ARE NO LIEN HOLDERS OF THE CERTAIN TRACT OF LAND, AND DO HEREBY SUBDIVIDE SAID TRACT AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY FOREVER DEDICATE TO THE PUBLIC THE ROADS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE, AND DO HEREBY STATE THAT ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS.

THIS SUBDIVISION IS TO BE KNOWN AS "RANCHO DEL CIELO, PHASE 3"

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 11th DAY OF July, 2024.

KL LHB3 AIV LLC
A DELAWARE LIMITED LIABILITY COMPANY

C/O KENNEDY LEWIS INVESTMENTS MANAGEMENT LLC
111 WEST 33RD STREET, SUITE 1910
NEW YORK, NY 10120

BY: Tricia Tierman
TRICIA TIERMAN
KL LHB3 AIV LLC
~~NATHAN HOLT~~ Tricia Tierman

STATE OF ARIZONA §
§ KNOW ALL MEN BY THESE PRESENTS
COUNTY OF Maricopa §

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED Tricia Tierman, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED, IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 11th DAY OF JULY, 2024.

M. [signature]
NOTARY PUBLIC IN AND FOR THE STATE OF ARIZONA

MY COMMISSION EXPIRES: 7/14/26

MEREDITH LEYTON
Notary Public - State of Arizona
MARICOPA COUNTY
Commission # 631705
Expires July 14, 2026

ENGINEER'S CERTIFICATION

I, MICHAEL FISHER, LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS "RANCHO DEL CIELO, PHASE 3" PLAT IS IN COMPLIANCE WITH THE SUBDIVISION REGULATIONS ADOPTED BY WILLIAMSON COUNTY, TEXAS.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT TRAVIS, COUNTY, TEXAS THIS 10 DAY OF July, 2024.

STATE OF TEXAS
MICHAEL S. FISHER
87704
LICENSED
PROFESSIONAL ENGINEER
7/10/24

MICHAEL FISHER, P.E.
PROFESSIONAL ENGINEER NO. 87704
PAPE-DAWSON CONSULTING ENGINEERS, LLC.
TBPE, FIRM REGISTRATION NO. 470

SURVEYOR'S CERTIFICATION

I, PARKER J. GRAHAM, REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY AND THAT THE PROPERTY MARKERS AND MONUMENTS WERE PLACED UNDER MY SUPERVISION ON THE GROUND. THE FIELD WORK WAS COMPLETED ON April 17, 2024.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT TRAVIS, COUNTY, TEXAS THIS 10th DAY OF July, 2024.

Parker J. Graham

STATE OF TEXAS
REGISTERED
PARKER GRAHAM
5556
PROFESSIONAL
LAND SURVEYOR

PARKER J. GRAHAM
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5556
PAPE-DAWSON CONSULTING ENGINEERS, LLC.
TBPLS, FIRM REGISTRATION NO. 10028801

ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS THE 18 DAY OF July, 2024 A.D.

Cindy Bridges
WILLIAMSON COUNTY ADDRESS COORDINATOR
Cindy Bridges

IN APPROVING THIS PLAT BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS, IT IS UNDERSTOOD THAT THE BUILDING OF ALL ROADS, AND OTHER PUBLIC THOROUGHFARES AND ANY BRIDGES OR CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED, IS THE RESPOSIBILITY OF THE OWNER(S) OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS. SAID COMMISSIONERS COURT ASSUMES NO OBLIGATION TO BUILD ANY OF THE ROADS, OR OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT, OR OF CONSTRUCTING ANY OF THE BRIDGES OR DRAINAGE IMPROVEMENTS IN CONNECTION THEREWITH. THE COUNTY WILL ASSUME NO RESPONSIBILITY FOR DRAINAGE WAYS OR EASEMENTS IN THE SUBDIVISION, OTHER THAN THOSE DRAINING OR PROTECTING THE ROAD SYSTEM.

IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL AND LOCAL LAWS AND REGULATIONS RELATING TO THE PLATTING AND DEVELOPMENT OF THIS PROPERTY

THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOODPLAIN DATA, IN PARTICULAR, MAY CHANGE. IT IS FURTHER UNDERSTOOD THAT THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT MUST INSTALL AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED BEFORE THE ROADS IN THE SUBDIVISION HAVE FINALLY BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.

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

I, BILL GRAVELL Jr., COUNTY JUDGE OF WILLIAMSON COUNTY, TEXAS, DO HEREBY CERTIFY THAT THIS MAP OR PLAT, WITH FIELD NOTES HEREON, FOR A SUBDIVISION HAVING BEEN FULLY PRESENTED TO THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS, AND BY THE SAID COURT DULY CONSIDERED, WERE ON THIS DAY APPROVED AND THAT THIS PLAT IS AUTHORIZED TO BE REGISTERED AND RECORDED IN THE PROPER RECORDS OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

BILL GRAVELL Jr. DATE
COUNTY JUDGE, WILLIAMSON COUNTY, TEXAS

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS
COUNTY OF WILLIAMSON §

THAT I, NANCY E. RISTER, CLERK OF THE COUNTY COURT OF WILLIAMSON COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATION OF AUTHENTICATION, WAS FILED FOR RECORD IN MY OFFICE ON THE _____ DAY OF_____ , 20_____ ,A.D., AT _____ O'CLOCK ____.M. AND DULY RECORDED ON THE _____ DAY OF _____, 20_____, A.D., AT _____O'CLOCK ____.M. IN THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, IN DOCUMENT NO. _____.

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

NANCY E. RISTER, CLERK COUNTY COURT OF WILLIAMSON COUNTY, TEXAS

BY: _____, DEPUTY

PAPE-DAWSON ENGINEERS
AUSTIN I SAN ANTONIO I HOUSTON I FORT WORTH I DALLAS
10801 N MOPAC EXPY, BLDG 3, STE 200 I AUSTIN, TX 78759 I 512.454.8711
TBPE FIRM REGISTRATION #470 I TBPLS FIRM REGISTRATION #10028801

RANCHO DEL CIELO, PHASE 3
Survey Job No. 51118-05

Date: Jul 10, 2024, 9:33am User ID: DRodriguez
File: H:\Survey\CIVIL\51118-05\Plat\RanchoDelCieloPhase3\PLAT51118-05.dwg

Commissioners Court - Regular Session **36.**

Meeting Date: 07/30/2024

Final plat for the Flora Ph 1A Sec 1 & 2 subdivision – Pct 4

Submitted For: Adam Boatright **Submitted By:** Adam Boatright, Infrastructure

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approval of the final plat for the Flora Phase 1A, Sections 1 & 2 subdivision – Precinct 4.

Background

This is the first section of the Flora Ph 1A development. It consists of 158 single family lots, 1 open space/landscape/drainage lot, 1 open space/drainage lot, 1 landscape/drainage/detention pond lot, 2 landscape/drainage lots, 1 landscape lot, 1 open space lot, 1 amenity lot, 1 pond lot, and 12,085 linear feet of new roads to be maintained by South Fork Ranch MUD. Roadway and drainage construction are not yet complete but a financial security in the amount of $6,299,243.23 has been posted with the County to cover the cost of the remaining construction.

Timeline

2024-01-04 – initial submittal of the final plat
2024-02-02 – 1st review complete with comments
2024-03-01 – 2nd submittal of final plat
2024-03-15 – 2nd review complete with comments
2024-04-03 – 3rd submittal of final plat
2024-04-18 – 3rd review complete with comments
2024-05-31 – 4th submittal of final plat
2024-06-14 – 4th review complete with comments
2024-07-23 – 5th submittal of final plat with signatures
2024-07-25 – 5th review complete with comments clear
2024-07-25 – final plat placed on the July 30, 2024 Commissioners Court agenda for consideration

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

final plat - Flora Ph 1A Sec 1 & 2

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	07/25/2024 11:53 AM
Form Started By: Adam Boatright		Started On: 07/25/2024 11:46 AM
Final Approval Date: 07/25/2024		

G:\TXC\Projects\Empire_Continental\11108-01-Flora_Ph1A_Sec1\SV\04_Finals\Drawings\Plat\11108-01 Flora PH1A-SEC1-2-5.dwg, 6/24/2024 3:51 PM, Matthew Misiak

COUNTY ROAD 394
50' R.O.W.

26

25
AMENDED MONADALE ESTATES
AT MUSTANG CREEK
SECTION TWO
CAB. I, SLD. 82-83
P.R.W.C.

24

P.O.B.
"HALFF"
N 21°26'07" W
493.26'
L1
(N 68°35'54" E)
N 68°36'24" E 704.08'
"DODD SURVEYING"

JOHN THOMAS SURVEY ABSTRACT 610

PUBLIC UTILITY AND ACCESS EASEMENT
DOC. NO. 2024034086
O.P.R.W.C.

APPROXIMATE SURVEY LINE

N 68°34'06" W 460.69'
(S 68°34'03" E)

HUTTO 525 DEVELOPMENT PARTNERS, LP
CALLED 120.01 AC.
DOC. NO. 2020121616
O.P.R.W.C.

PROPOSED
FLORA PHASE 1A
SECTION 4

HUTTO CITY LIMITS
HUTTO ETJ

R.O.W. HEREBY DEDICATED
1.814 ACRES

JOHN THOMAS SURVEY ABSTRACT 610

COUNTY ROAD 133
R.O.W. VARIES - NO DEED OF RECORD FOUND

(N 21°30'44" W 2,415.99')
N 21°30'46" W 2,416.13'

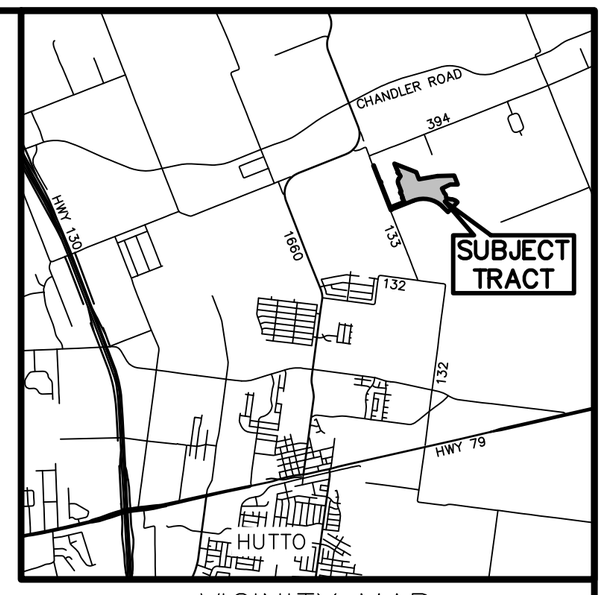
S 21°28'51" E 2,360.06'

ROW HEREBY DEDICATED 1.814 ACRES

MATCH LINE SHEET 1
MATCH LINE SHEET 2

HUTTO 525 DEVELOPMENT PARTNERS, LP
CALLED 120.01 AC.
DOC. NO. 2020121616
O.P.R.W.C.

PROPOSED
FLORA PHASE 1A
SECTION 3



VICINITY MAP
NOT TO SCALE

"DODD SURVEYING"
L15
N 21°30'44" W 281.56'

STEPHEN KELPZIG & DONNA KLEPZIG
CALLED 38.55 AC. (TRACT 3)
VOL. 2631, PG. 688
O.R.W.C.

DEVELOPED 100 YEAR FLOOD PLAIN PER BGE DRAINAGE REPORT DATED JUNE 28, 2023

(S 68°34'03" E)
S 68°34'06" E 1,246.86'

A
105
OPEN SPACE/
DRAINAGE LOT

MATCH LINE SHEET 3
MATCH LINE SHEET 1

ROCK DAISY TRAIL
50' R.O.W.

GOLDENWAVE ROAD
50' R.O.W.

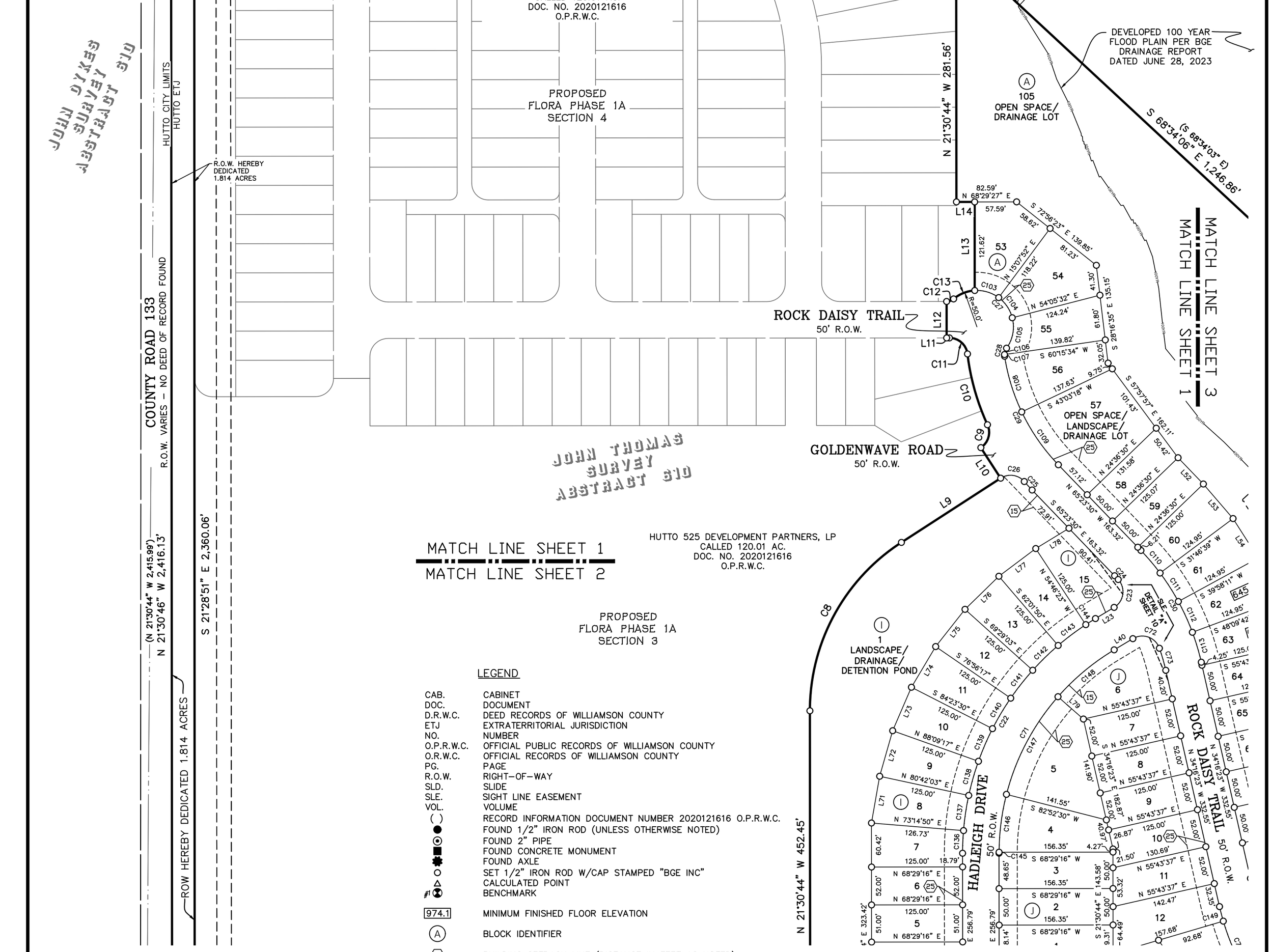
HADLEIGH DRIVE
50' R.O.W.

ROCK DAISY TRAIL
50' R.O.W.

1
LANDSCAPE/
DRAINAGE/
DETENTION POND

A
53
54
55
56
57
OPEN SPACE/
LANDSCAPE/
DRAINAGE LOT

DETAIL SEE SHEET 5



HUTTO 525 DEVELOPMENT PARTNERS, LP
CALLED 120.01 AC.
DOC. NO. 2020121616
O.P.R.W.C.

JOHN THOMAS SURVEY ABSTRACT 610

LEGEND

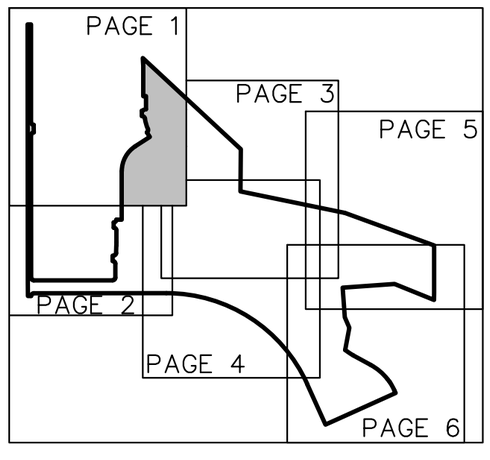
CAB.	CABINET
DOC.	DOCUMENT
D.R.W.C.	DEED RECORDS OF WILLIAMSON COUNTY
ETJ	EXTRATERRITORIAL JURISDICTION
NO.	NUMBER
O.P.R.W.C.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY
O.R.W.C.	OFFICIAL RECORDS OF WILLIAMSON COUNTY
PG.	PAGE
R.O.W.	RIGHT-OF-WAY
SLD.	SLIDE
SLE.	SIGHT LINE EASEMENT
VOL.	VOLUME
( )	RECORD INFORMATION DOCUMENT NUMBER 2020121616 O.P.R.W.C.
●	FOUND 1/2" IRON ROD (UNLESS OTHERWISE NOTED)
⊙	FOUND 2" PIPE
■	FOUND CONCRETE MONUMENT
✸	FOUND AXLE
○	SET 1/2" IRON ROD W/CAP STAMPED "BGE INC"
△	CALCULATED POINT
#1 ⊗	BENCHMARK
974.1	MINIMUM FINISHED FLOOR ELEVATION
(A)	BLOCK IDENTIFIER
25	BUILDING SETBACK LINE (DISTANCE IN FEET AS NOTED)

BEARING BASIS NOTE:

THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE 4203 (NAD83/2011). ALL DISTANCES SHOWN HEREON ARE SURFACE VALUES THE COMBINED SCALE FACTOR IS 1.00012.

UNITS: U.S. SURVEY FEET
DATE OF FIELD SURVEY: OCTOBER 9, 2019

SHEET LEGEND



SUBMITTAL DATE: JANUARY 4, 2024

OWNER:
HUTTO 525 DEVELOPMENT PARTNERS LP
10235 WEST LITTLE YORK, SUITE 300
HOUSTON, TX 77040
(713)239-2925 (EXT. 5002)

N

0 100 200
SCALE 1"=100'

FINAL PLAT

FLORA PHASE 1A SECTIONS 1 & 2

A SUBDIVISION OF 97.077 ACRES OF LAND LOCATED IN THE JOHN THOMAS SURVEY, ABSTRACT 610, WILLIAMSON COUNTY, TEXAS

BGE, Inc.
101 West Louis Henna Blvd., Suite 400
Austin, Texas 78728
Tel: 512-879-0400 • www.bgeinc.com
TBPELS Registration No. F-1046
TBPELS Licensed Surveying Firm No. 10106502

PROPOSED
FLORA PHASE 1A
SECTION 4

HUTTO 525 DEVELOPMENT PARTNERS, LP
CALLED 120.01 AC.
DOC. NO. 2020121616
O.P.R.W.C.

JOHN THOMAS SURVEY ABSTRACT 610

MATCH LINE SHEET 1
MATCH LINE SHEET 2

(N 21°30'44" W 2,415.99')
N 21°30'46" W 2,416.13'

S 21°28'51" E 2,360.06'

COUNTY ROAD 133
R.O.W. VARIES – NO DEED OF RECORD FOUND

JOHN DYKES SURVEY ABSTRACT 610

R.O.W. HEREBY DEDICATED 1.814 ACRES

APPROXIMATE SURVEY LINE

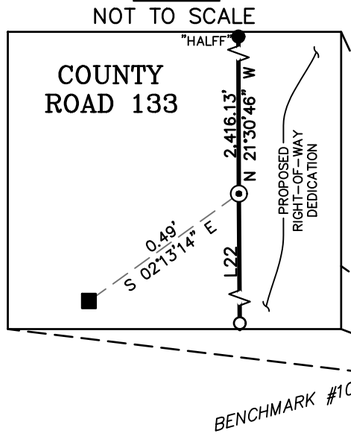
ROW HEREBY DEDICATED 1.814 ACRES

PROPOSED
FLORA PHASE 1A
SECTION 3

HUTTO 525 DEVELOPMENT PARTNERS, LP
CALLED 120.01 AC.
DOC. NO. 2020121616
O.P.R.W.C.

PUBLIC UTILITY AND ACCESS EASEMENT
DOC. NO. 2024034086
O.P.R.W.C.

DETAIL
NOT TO SCALE



BENCHMARK #102

L22

S 21°28'51" E 170.00'

C1

N 68°30'46" E 734.90'

FLORA BOULEVARD 120' R.O.W.

L21

C19

S 68°30'46" W 1,234.62'

EASEMENT AND RIGHT OF WAY
DOC. NO. 2024027817
O.P.R.W.C.

PUBLIC UTILITY AND ACCESS EASEMENT
DOC. NO. 2024037303
O.P.R.W.C.

HUTTO CITY LIMITS
HUTTO ETJ

JOHN THOMAS SURVEY ABSTRACT 610

HUTTO 525 DEVELOPMENT PARTNERS, LP
CALLED 242.46 AC.
DOC. NO. 2020119607
O.P.R.W.C.

GOLDENWAVE ROAD
50' R.O.W.

C11 C10 C9 L10 L9 C8 L8 C7 L7 C6 L6 C5 L5 C4 L4 L3 C3 L2 C2

N 21°30'44" W 452.45'

GOLDENWAVE ROAD R.O.W. VARIES

ROCK DAISY TRAIL 50' R.O.W.

HADLEIGH DRIVE 50' R.O.W.

ROYAL FERN ROAD 50' R.O.W.

BRANDYWINE ROAD 50' R.O.W.

1 LANDSCAPE/ DRAINAGE/ DETENTION POND

57 OPEN SPACE/ LANDSCAPE/ DRAINAGE LOT

LANDSCAPE/ DRAINAGE LOT 1

SLE. DETAIL "A" SHEET 10

SLE. DETAIL "C" SHEET 10

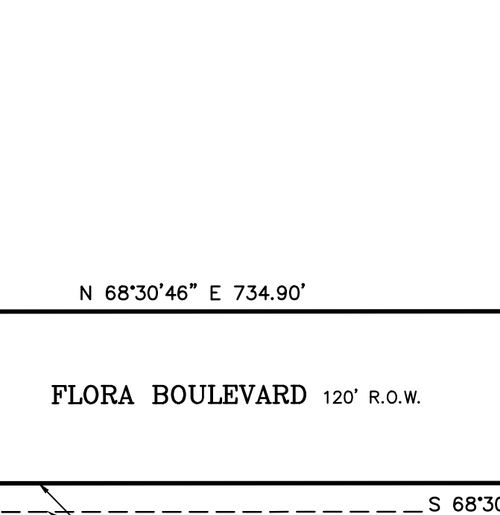
10' PUBLIC UTILITY EASEMENT HEREBY DEDICATED

BENCHMARK – PROVIDED BY OTHERS

POINT NO. 102

ELEVATION: 681.36
GRID NORTHING: 10186233.57
GRID EASTING: 3178333.56
DESCRIPTION: 1/2" REBAR W/CAP
NAD83/2011

SHEET LEGEND



FINAL PLAT

FLORA PHASE 1A SECTIONS 1 & 2

A SUBDIVISION OF 97.077 ACRES OF LAND LOCATED IN THE JOHN THOMAS SURVEY, ABSTRACT 610, WILLIAMSON COUNTY, TEXAS

N

0 100 200

SCALE 1"=100'

BGE, Inc.
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Tel: 512-879-0400 • www.bgeinc.com
TBPELS Registration No. F-1046
TBPELS Licensed Surveying Firm No. 10106502

(S 68°34'03" E)
S 68°34'06" E 1,246.86'

STEPHEN KELPZIG & DONNA KLEPZIG
CALLED 38.55 AC. (TRACT 3)
VOL. 2631, PG. 688
O.R.W.C.

JOHN THOMAS SURVEY ABSTRACT 610

MATCH LINE SHEET 3
MATCH LINE SHEET 1

A
105
OPEN SPACE/
DRAINAGE LOT

HUTTO 525 DEVELOPMENT PARTNERS, LP
CALLED 120.01 AC.
DOC. NO. 2020121616
O.P.R.W.C.

"HALFF"

DEVELOPED 100 YEAR
FLOOD PLAIN PER BGE
DRAINAGE REPORT
DATED JUNE 28, 2023

S 20°50'41" E 393.49'
(S 20°50'39" E 393.49')

8

AMENDED MONADALE ESTATES
AT MUSTANG CREEK
SECTION ONE
CAB. I, SLDS. 263-265
P.R.W.C.

7

MATCH LINE SHEET 5
MATCH LINE SHEET 3

MATCH LINE SHEET 3
MATCH LINE SHEET 4

APPROXIMATE FEMA 100-YEAR FLOODPLAIN
PER PANEL #48491C0510F EFFECTIVE
DECEMBER 20, 2019

(N 80°09'22" E 992.69')
N 80°09'11" E 992.58'

WASTEWATER EASEMENT
DOC. NO. 2024034071
O.P.R.W.C.

DEVELOPED 100 YEAR
FLOOD PLAIN PER BGE
DRAINAGE REPORT
DATED JUNE 28, 2023

10' PUBLIC UTILITY
EASEMENT CENTERED
ON PROPERTY LINE
HEREBY DEDICATED

HUTTO 525 DEVELOPMENT PARTNERS, LP
CALLED 120.01 AC.
DOC. NO. 2020121616
O.P.R.W.C.

A
105
OPEN SPACE/
DRAINAGE LOT

WASTEWATER EASEMENT
DOC. NO. 2024034071
O.P.R.W.C.

ROCK DAISY TRAIL 50' R.O.W.

ROYAL FERN ROAD 50' R.O.W.

BRANDYWINE ROAD 50' R.O.W.

ARLEY WOODS ROAD R.O.W. VARIES

ROCK DAISY TRAIL 50' R.O.W.

SEE DETAIL SHEET 10 FOR DETAIL

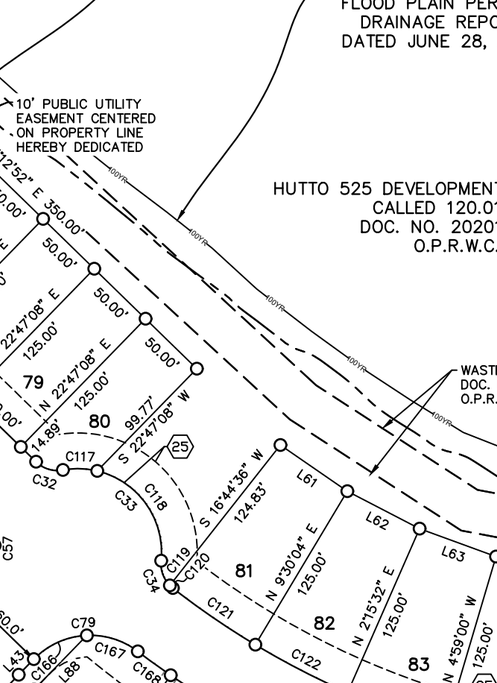
SEE DETAIL SHEET 10 "B"

FINAL PLAT

FLORA PHASE 1A SECTIONS 1 & 2

A SUBDIVISION OF 97.077 ACRES OF LAND LOCATED IN
THE JOHN THOMAS SURVEY, ABSTRACT 610,
WILLIAMSON COUNTY, TEXAS

SHEET LEGEND



N

0 100 200

SCALE 1"=100'

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Austin, Texas 78728
Tel: 512-879-0400 ● www.bgeinc.com
TBPELS Registration No. F-1046
TBPELS Licensed Surveying Firm No. 10106502

MATCH LINE SHEET 3

MATCH LINE SHEET 4

HADLEIGH DRIVE 50' R.O.W.

SEE DETAIL "C" SHEET 10

ROYAL FERN ROAD 50' R.O.W.

BRANDYWINE ROAD 50' R.O.W.

FLORA BOULEVARD 120' R.O.W.

ROCK DAISY TRAIL 50' R.O.W.

ARLEY WOODS ROAD R.O.W. VARIES

CLOVERTON CRESCENT 50' R.O.W.

AMENDED MONADALE ESTATES AT MUSTANG CREEK SECTION ONE CAB. I, SLDS. 263-265 P.R.W.C.

(N 80°09'22" E 992.69')
N 80°09'11" E 992.58'

APPROXIMATE FEMA 100-YEAR FLOODPLAIN PER PANEL #48491C0510F EFFECTIVE DECEMBER 20, 2019

DEVELOPED 100 YEAR FLOOD PLAIN PER BGE DRAINAGE REPORT DATED JUNE 28, 2023

WASTEWATER EASEMENT DOC. NO. 2024034071 O.P.R.W.C.

10' PUBLIC UTILITY EASEMENT CENTERED ON PROPERTY LINE HEREBY DEDICATED

HUTTO 525 DEVELOPMENT PARTNERS, LP
CALLED 120.01 AC.
DOC. NO. 2020121616
O.P.R.W.C.

105 OPEN SPACE/ DRAINAGE LOT

10' PUBLIC UTILITY EASEMENT HEREBY DEDICATED

1 LANDSCAPE

11 OPEN SPACE

PUBLIC UTILITY AND ACCESS EASEMENT DOC. NO. 2024037303 O.P.R.W.C.

EASEMENT AND RIGHT OF WAY DOC. NO. 2024027817 O.P.R.W.C.

JOHN THOMAS SURVEY ABSTRACT 610

HUTTO 525 DEVELOPMENT PARTNERS, LP
CALLED 242.46 AC.
DOC. NO. 2020119607
O.P.R.W.C.

MATCH LINE SHEET 2

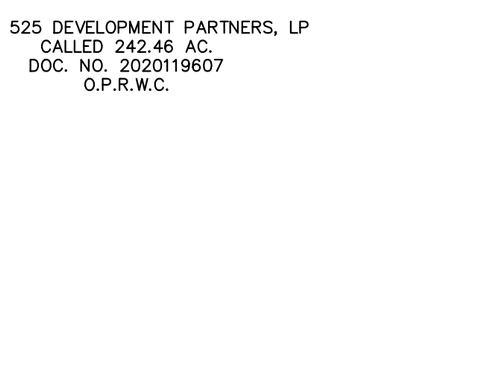
MATCH LINE SHEET 6

FINAL PLAT

FLORA PHASE 1A SECTIONS 1 & 2

A SUBDIVISION OF 97.077 ACRES OF LAND LOCATED IN THE JOHN THOMAS SURVEY, ABSTRACT 610, WILLIAMSON COUNTY, TEXAS

SHEET LEGEND



N

0 100 200

SCALE 1"=100'

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Austin, Texas 78728
Tel: 512-879-0400 • www.bgeinc.com
TBPELS Registration No. F-1046
TBPELS Licensed Surveying Firm No. 10106502

G:\TXC\Projects\Empire_Continental\11108-01-Flora_Ph1A_Sec1\SV\04_Finals\Drawings\Plat\11108-01 Flora PH1A-SEC1-2-5.dwg, 6/24/2024 3:51 PM, Matthew Misiak

MATCH LINE SHEET 5
MATCH LINE SHEET 3

LOT 7

LOT 6
AMENDED MONADALE ESTATES
AT MUSTANG CREEK
SECTION ONE
CAB. I, SLDS. 263-265
P.R.W.C.

LOT 5

JOHN THOMAS SURVEY ABSTRACT 610

HUTTO 525 DEVELOPMENT PARTNERS, LP
CALLED 138.568 AC. (TRACT 1)
DOC. NO. 2021160727
O.P.R.W.C.

(A) 105
OPEN SPACE/
DRAINAGE LOT

(N 88°31'16" E 885.77')
N 88°31'41" E 885.74'

N 58°16'54" E 246.37'

DEVELOPED 100 YEAR
FLOOD PLAIN PER BGE
DRAINAGE REPORT
DATED JUNE 28, 2023

S 71°48'26" E 372.80'

APPROXIMATE FEMA 100-YEAR FLOODPLAIN
PER PANEL #48491C0510F EFFECTIVE
DECEMBER 20, 2019

MATCH LINE SHEET 5
MATCH LINE SHEET 6

S 78°31'54" E 135.21'
146.29'
S 25°38'21" E 219.95'
28.17'
104.08'
73.66'
128.57'
S 01°41'14" E
638.4
637.9
638.5
92
93
91
94
95
96
97
98
99
6
7
8
N
M
(A)
104
POND LOT
C127
C128
C129
C130
C131
C36
C37
C38
C100
C101
C83
R=50.0'
S 64°21'39" W 116.69'
N 64°21'39" E 110.55'
45.00'
60.13'
85.65'
49.45'
24.23'
125.00'
60.00'
100.00'
200.00'
70.00'
184.10'
448.23'
480.00'
WASTEWATER EASEMENT
DOC. NO. 2024034071
O.P.R.W.C.
ROCK DAISY TRAIL
50' R.O.W.
SLE. DETAIL "D"
SHEET 10

S 35°07'41" E 212.81'

WASTEWATER EASEMENT
DOC. NO. 2024034071
O.P.R.W.C.

S 64°21'39" W 484.25'

N 89°26'31" W 397.15'

S 25°38'21" E 276.51'

"HALFF"

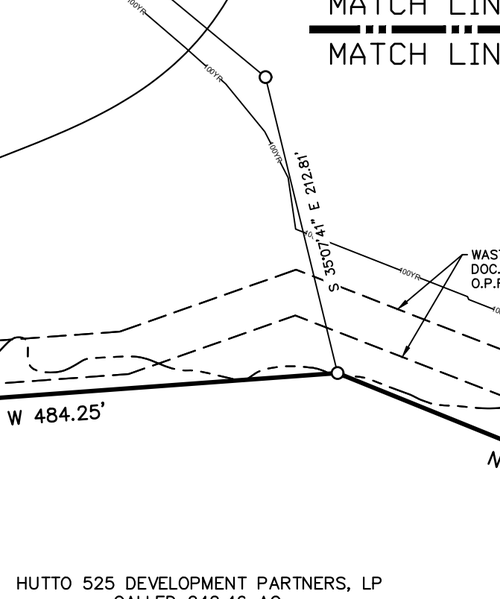
L16

S 21°28'52" E 442.10'
(S 21°27'56" E)

HUTTO 525 DEVELOPMENT PARTNERS, LP
CALLED 242.46 AC.
DOC. NO. 2020119607
O.P.R.W.C.

HUTTO 525 DEVELOPMENT
PARTNERS, LP
CALLED 164.29 AC.
DOC. NO. 2020119783
O.P.R.W.C.

SHEET LEGEND



N

0 100 200
SCALE 1"=100'

FINAL PLAT

FLORA PHASE 1A SECTIONS 1 & 2

A SUBDIVISION OF 97.077 ACRES OF LAND LOCATED IN THE JOHN THOMAS SURVEY, ABSTRACT 610, WILLIAMSON COUNTY, TEXAS

BGE, Inc.
101 West Louis Henna Blvd., Suite 400
Austin, Texas 78728
Tel: 512-879-0400 ● www.bgeinc.com
TBPELS Registration No. F-1046
TBPELS Licensed Surveying Firm No. 10106502

G:\TXC\Projects\Empire_Continental\11108-01-Flora_Ph1A_Sec1\SV\04_Finals\Drawings\Plat\11108-01 Flora PH1A-SEC1-2-5.dwg, 6/24/2024 3:51 PM, Matthew Misiak

ROCK DAISY TRAIL 50' R.O.W.

CLOVERTON CRESCENT 50' R.O.W.

CYPRUS ROW COURT 50' R.O.W.

TIMBER VALLEY TRAIL R.O.W. VARIES

ROCK DAISY TRAIL R.O.W. VARIES

FLORA BOULEVARD 120' R.O.W.

104 POND LOT

105 OPEN SPACE/ DRAINAGE LOT

DEVELOPED 100 YEAR FLOOD PLAIN PER BGE DRAINAGE REPORT DATED JUNE 28, 2023

APPROXIMATE FEMA 100-YEAR FLOODPLAIN PER PANEL #48491C0510F EFFECTIVE DECEMBER 20, 2019

WASTEWATER EASEMENT DOC. NO. 2024034071 O.P.R.W.C.

SEE DETAIL "D," SHEET 10

10' PUBLIC UTILITY EASEMENT HEREBY DEDICATED CENTERED ON PROPERTY LINE

10' PUBLIC UTILITY EASEMENT HEREBY DEDICATED

10' PUBLIC UTILITY EASEMENT HEREBY DEDICATED

1 AMENITY

PUBLIC UTILITY AND ACCESS EASEMENT DOC. NO. 2024037303 O.P.R.W.C.

EASEMENT AND RIGHT OF WAY DOC. NO. 2024027817 O.P.R.W.C.

TEMPORARY TURNAROUND EASEMENT DOC. NO. 2024034105 O.P.R.W.C.

MATCH LINE SHEET 5

MATCH LINE SHEET 6

MATCH LINE SHEET 6

MATCH LINE SHEET 4

JOHN THOMAS SURVEY ABSTRACT 610

HUTTO 525 DEVELOPMENT PARTNERS, LP
CALLED 138.568 AC. (TRACT 1)
DOC. NO. 2021160727
O.P.R.W.C.

HUTTO 525 DEVELOPMENT PARTNERS, LP
CALLED 242.46 AC.
DOC. NO. 2020119607
O.P.R.W.C.

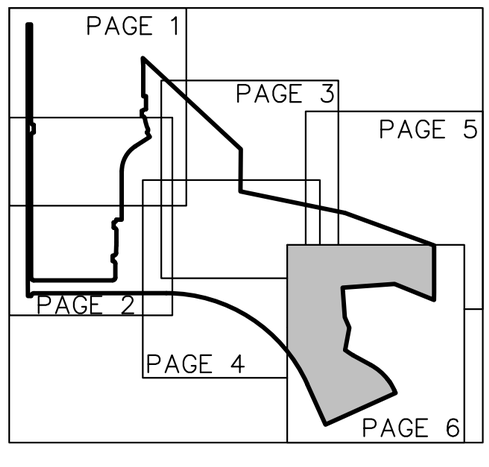
HUTTO 525 DEVELOPMENT PARTNERS, LP
CALLED 164.29 AC.
DOC. NO. 2020119783
O.P.R.W.C.

HUTTO 525 DEVELOPMENT PARTNERS, LP
CALLED 242.46 AC.
DOC. NO. 2020119607
O.P.R.W.C.

HUTTO 525 DEVELOPMENT PARTNERS, LP
CALLED 242.46 AC.
DOC. NO. 2020119607
O.P.R.W.C.

S 64°21'39" W 298.32'
S 64°21'39" W 299.80'
S 64°21'39" W 184.10'
N 64°21'39" E 376.80'
N 64°21'39" E 184.10'
N 64°21'39" E 110.55'
S 64°21'39" W 116.69'
S 71°48'26" E 372.80'
S 78°31'54" E 135.21'
S 25°38'21" E 219.95'
S 64°21'39" W 484.25'
S 25°38'21" E 276.51'
N 89°26'31" W 397.15'
S 21°28'52" E 442.10' (S 21°27'56" E)
S 10°53'22" E 210.90'
S 83°00'02" E 188.48'
N 45°43'57" W 412.42'
N 45°43'57" W 362.42'
S 44°16'14" W 596.32'

SHEET LEGEND



SCALE 1"=100'

FINAL PLAT

FLORA PHASE 1A SECTIONS 1 & 2

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TBPELS Registration No. F-1046
TBPELS Licensed Surveying Firm No. 10106502

CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	39.27'	25.00'	90°00'23"	S 66°29'02" E	35.36'
C2	39.28'	25.00'	90°01'31"	N 23°30'01" E	35.36'
C3	39.27'	25.00'	90°00'00"	N 66°30'44" W	35.36'
C4	38.50'	25.00'	88°14'21"	N 24°22'05" E	34.81'
C5	30.73'	1,000.00'	1°45'39"	N 20°37'55" W	30.73'
C6	39.27'	25.00'	90°00'00"	N 66°30'44" W	35.36'
C7	39.27'	25.00'	90°00'00"	N 23°29'16" E	35.36'
C8	274.22'	275.00'	57°07'57"	N 07°03'14" E	263.00'
C9	35.69'	25.00'	81°47'12"	N 05°16'23" W	32.73'
C10	101.35'	325.00'	17°52'03"	N 37°13'58" W	100.94'
C11	36.31'	25.00'	83°12'48"	N 69°54'20" W	33.20'
C12	10.43'	15.00'	39°50'14"	N 48°34'09" E	10.22'
C13	31.74'	50.00'	36°22'26"	N 46°50'14" E	31.21'
C14	88.31'	440.00'	11°29'58"	S 77°15'03" E	88.16'
C15	206.37'	500.00'	23°38'54"	N 71°10'36" W	204.91'
C16	16.31'	200.00'	4°40'18"	N 57°01'00" W	16.30'
C17	78.46'	501.00'	8°58'21"	S 50°11'40" E	78.38'
C18	1,652.60'	1,440.00'	65°45'17"	N 78°36'35" W	1,563.39'
C19	39.27'	25.00'	89°59'37"	S 23°30'58" W	35.35'
C20	39.27'	25.00'	90°00'00"	S 66°30'45" E	35.36'
C21	39.27'	25.00'	90°00'00"	N 23°29'16" E	35.36'
C22	387.01'	375.00'	59°07'50"	S 08°03'11" W	370.06'
C23	44.30'	25.00'	101°32'13"	N 13°09'00" W	38.73'
C24	7.07'	275.00'	1°28'23"	N 64°39'18" W	7.07'
C25	15.87'	325.00'	2°47'55"	S 63°59'32" E	15.87'
C26	35.69'	25.00'	81°47'12"	S 76°30'49" W	32.73'
C27	144.61'	50.00'	165°42'53"	N 68°29'32" W	99.22'
C28	11.67'	15.00'	44°35'08"	S 07°55'40" E	11.38'
C29	168.81'	275.00'	35°10'15"	S 47°48'22" E	166.17'
C30	176.51'	325.00'	31°07'07"	N 49°49'56" W	174.35'
C31	158.11'	275.00'	32°56'29"	S 50°44'37" E	155.94'
C32	20.44'	21.50'	54°27'41"	N 85°33'18" E	19.68'
C33	108.14'	58.50'	105°54'35"	N 68°43'15" W	93.38'
C34	21.68'	21.50'	57°45'45"	S 44°38'50" E	20.77'
C35	422.61'	575.00'	42°06'39"	N 85°24'58" E	413.16'
C36	10.31'	15.00'	39°22'02"	N 44°40'38" E	10.10'
C37	147.25'	50.00'	168°44'04"	N 70°38'21" W	99.52'
C38	10.31'	15.00'	39°22'02"	S 05°57'20" E	10.10'
C39	165.71'	275.00'	34°31'30"	S 42°54'06" E	163.21'
C40	30.58'	191.50'	9°09'03"	S 64°44'22" E	30.55'
C41	8.66'	200.00'	2°28'53"	N 68°04'27" W	8.66'
C42	124.21'	440.00'	16°10'30"	S 74°54'47" E	123.80'
C43	23.18'	25.00'	53°07'48"	N 03°11'07" W	22.36'
C44	56.96'	430.98'	7°34'20"	N 49°29'39" W	56.92'
C45	72.76'	241.00'	17°17'51"	N 61°55'45" W	72.48'
C46	95.40'	440.00'	12°25'22"	N 76°47'21" W	95.21'
C47	141.15'	500.00'	16°10'30"	S 74°54'47" E	140.68'
C48	39.18'	25.00'	89°47'40"	S 68°16'37" W	35.29'
C49	146.65'	500.50'	16°47'18"	N 31°46'27" E	146.13'
C50	39.21'	25.00'	89°51'23"	S 04°45'36" E	35.31'
C51	107.71'	1,560.00'	3°57'21"	N 47°42'37" W	107.69'
C52	78.54'	50.00'	90°00'00"	N 89°16'03" E	70.71'
C53	39.26'	25.00'	89°58'29"	S 66°29'59" E	35.35'
C54	39.27'	25.00'	90°00'00"	S 23°29'16" W	35.36'
C55	259.24'	325.00'	45°42'07"	N 45°38'12" E	252.42'
C56	39.27'	25.00'	90°00'00"	S 67°47'08" W	35.36'
C57	72.26'	46.00'	90°00'00"	N 22°12'52" W	65.05'
C58	83.07'	500.00'	9°31'10"	S 18°01'33" W	82.98'
C59	69.71'	259.00'	15°25'14"	S 05°33'22" W	69.50'
C60	37.45'	509.00'	4°12'55"	S 04°15'43" E	37.44'
C61	38.26'	25.00'	87°41'09"	N 37°28'24" E	34.63'
C62	348.60'	1,560.00'	12°48'12"	S 74°54'52" W	347.88'
C63	38.50'	25.00'	88°14'21"	S 67°23'34" E	34.81'
C64	30.73'	1,000.00'	1°45'39"	S 22°23'34" E	30.73'
C65	39.27'	25.00'	90°00'00"	S 23°29'16" W	35.36'
C66	147.52'	205.00'	41°13'46"	N 47°52'23" E	144.35'
C67	37.32'	25.00'	85°31'39"	S 70°01'19" W	33.95'
C68	39.27'	25.00'	90°00'00"	N 22°12'52" W	35.36'
C69	219.35'	275.00'	45°42'07"	N 45°38'12" E	213.58'
C70	39.27'	25.00'	90°00'00"	S 66°30'44" E	35.36'
C71	335.41'	325.00'	59°07'50"	S 08°03'11" W	320.72'
C72	44.30'	25.00'	101°32'13"	S 88°23'13" W	38.73'
C73	31.54'	275.00'	6°34'18"	N 37°33'32" W	31.52'
C74	114.90'	325.00'	20°15'19"	S 44°24'03" E	114.30'
C75	35.69'	25.00'	81°47'12"	N 13°38'06" W	32.73'

CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C76	111.54'	155.00'	41°13'46"	N 47°52'23" E	109.15'
C77	38.39'	25.00'	87°58'31"	S 50°21'26" E	34.73'
C78	223.64'	439.50'	29°09'19"	S 08°12'29" W	221.24'
C79	79.64'	55.00'	82°57'46"	S 64°16'01" W	72.86'
C80	327.12'	625.00'	29°59'17"	S 89°14'44" E	323.40'
C81	37.34'	25.00'	85°35'18"	N 61°26'44" W	33.97'
C82	380.87'	225.00'	96°59'16"	S 67°08'43" E	337.00'
C83	39.27'	25.00'	90°00'00"	N 70°38'21" W	35.36'
C84	53.70'	325.00'	9°28'00"	S 30°22'21" E	53.64'
C85	35.69'	25.00'	81°47'12"	N 05°47'15" E	32.73'
C86	16.46'	16.50'	57°08'50"	N 75°15'16" E	15.78'
C87	308.18'	60.00'	294°17'39"	S 43°19'09" E	65.10'
C88	16.46'	16.50'	57°08'50"	S 18°06'26" W	15.78'
C89	35.69'	25.00'	81°47'12"	S 87°34'27" W	32.73'
C90	48.96'	325.00'	8°37'54"	S 55°50'54" E	48.92'
C91	36.45'	25.00'	83°32'39"	N 18°23'32" W	33.31'
C92	7.41'	440.00'	0°57'52"	N 23°51'43" E	7.41'
C93	81.39'	242.00'	19°16'08"	N 33°58'43" E	81.00'
C94	20.18'	259.00'	4°27'49"	S 41°22'55" W	20.17'
C95	7.65'	431.00'	1°01'03"	N 39°39'34" E	7.65'
C96	37.44'	25.00'	85°48'07"	N 83°04'09" E	34.04'
C97	1,097.66'	1,560.00'	40°18'54"	N 74°11'15" W	1,075.16'
C98	37.34'	25.00'	85°35'18"	S 24°08'34" W	33.97'
C99	28.10'	625.00'	2°34'34"	N 65°38'56" E	28.10'
C100	39.27'	25.00'	90°00'00"	N 70°38'21" W	35.36'
C101	39.27'	25.00'	90°00'00"	N 19°21'39" E	35.36'
C102	296.23'	175.00'	96°59'16"	S 67°08'43" E	262.11'
C103	35.00'	50.00'	40°06'25"	S 85°04'40" W	34.29'
C104	34.00'	50.00'	38°57'40"	N 55°23'18" W	33.35'
C105	43.87'	50.00'	50°16'21"	N 10°46'17" W	42.48'
C106	9.36'	15.00'	35°45'26"	S 03°30'49" E	9.21'
C107	2.31'	15.00'	8°49'42"	S 25°48'23" E	2.31'
C108	80.27'	275.00'	16°43'27"	S 38°34'58" E	79.99'
C109	88.54'	275.00'	18°26'48"	S 56°10'06" E	88.16'
C110	40.67'	325.00'	7°10'09"	N 61°48'25" W	40.64'
C111	46.47'	325.00'	8°11'32"	N 54°07'35" W	46.43'
C112	46.47'	325.00'	8°11'32"	N 45°56'03" W	46.43'
C113	42.91'	325.00'	7°33'54"	N 38°03'20" W	42.88'
C114	35.19'	275.00'	7°19'53"	S 37°56'20" E	35.16'
C115	82.10'	275.00'	17°06'17"	S 50°09'24" E	81.79'
C116	40.82'	275.00'	8°30'19"	S 62°57'42" E	40.78'
C117	24.12'	58.50'	23°37'09"	S 70°08'02" W	23.95'
C118	84.02'	58.50'	82°17'26"	N 56°54'41" W	76.98'
C119	18.94'	21.50'	50°28'36"	S 41°00'15" E	18.33'
C120	2.73'	21.50'	7°17'09"	S 69°53'08" E	2.73'
C121	69.95'	575.00'	6°58'13"	S 77°00'49" E	69.91'
C122	72.68'	575.00'	7°14'32"	S 84°07'12" E	72.63'
C123	72.68'	575.00'	7°14'32"	N 88°38'16" E	72.63'
C124	72.68'	575.00'	7°14'32"	N 81°23'45" E	72.63'
C125	72.68'	575.00'	7°14'32"	N 74°09'13" E	72.63'
C126	61.94'	575.00'	6°10'18"	N 67°26'48" E	61.91'
C127	1.33'	50.00'	1°31'27"	S 25°45'20" W	1.33'
C128	55.91'	50.00'	64°04'14"	S 58°33'10" W	53.04'
C129	30.00'	50.00'	34°22'42"	N 72°13'22" W	29.55'
C130	31.12'	50.00'	35°39'45"	N 37°12'08" W	30.62'
C131	28.88'	50.00'	33°05'57"	N 02°49'17" W	28.48'
C132	88.95'	275.00'	18°32'01"	S 34°54'21" E	88.57'
C133	76.75'	275.00'	15°59'29"	S 52°10'06" E	76.50'
C134	30.58'	191.50'	9°09'03"	S 64°44'22" E	30.55'
C135	30.58'	191.50'	9°09'03"	S 64°44'22" E	30.55'
C136	31.15'	375.00'	4°45'34"	S 19°07'57" E	31.14'
C137	48.78'	375.00'	7°27'13"	S 13°01'33" E	48.75'
C138	48.78'	375.00'	7°27'13"	S 05°34'20" E	48.75'
C139	48.78'	375.00'	7°27'13"	S 01°52'53" W	48.75'
C140	48.78'	375.00'	7°27'13"	S 09°20'07" W	48.75'
C141	48.78'	375.00'	7°27'13"	S 16°47'20" W	48.75'
C142	48.78'	375.00'	7°27'13"	S 24°14'33" W	48.75'
C143	47.50'	375.00'	7°15'27"	S 31°35'53" W	47.47'
C144	15.65'	375.00'	2°23'29"	S 36°25'22" W	15.65'
C145	1.35'	325.00'	0°14'18"	S 21°23'35" E	1.35'
C146	80.26'	325.00'	14°08'56"	S 14°11'58" E	80.05'
C147	152.95'	325.00'	26°57'48"	S 06°21'24" W	151.54'
C148	100.85'	325.00'	17°46'48"	S 28°43'42" W	100.45'
C149	20.58'	325.00'	3°37'43"	S 36°05'15" E	20.58'
C150	94.31'	325.00'	16°37'36"	S 46°12'55" E	93.98'

FINAL PLAT

FLORA PHASE 1A SECTIONS 1 & 2

A SUBDIVISION OF 97.077 ACRES OF LAND LOCATED IN THE JOHN THOMAS SURVEY, ABSTRACT 610, WILLIAMSON COUNTY, TEXAS

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CURVE TABLE

NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C151	19.49'	205.00'	5°26'46"	N 65°45'53" E	19.48'
C152	45.65'	205.00'	12°45'31"	N 56°39'44" E	45.56'
C153	45.65'	205.00'	12°45'31"	N 43°54'12" E	45.56'
C154	36.73'	205.00'	10°15'57"	N 32°23'28" E	36.68'
C155	56.56'	275.00'	11°47'00"	N 28°40'38" E	56.46'
C156	87.40'	275.00'	18°12'36"	N 43°40'26" E	87.03'
C157	75.40'	275.00'	15°42'31"	N 60°38'00" E	75.16'
C158	41.24'	325.00'	7°16'12"	N 64°51'10" E	41.21'
C159	47.14'	325.00'	8°18'40"	N 57°03'44" E	47.10'
C160	47.14'	325.00'	8°18'40"	N 48°45'04" E	47.10'
C161	47.14'	325.00'	8°18'40"	N 40°26'24" E	47.10'
C162	47.14'	325.00'	8°18'40"	N 32°07'45" E	47.10'
C163	29.43'	325.00'	5°11'17"	N 25°22'47" E	29.42'
C164	34.02'	46.00'	42°22'11"	N 46°01'46" W	33.25'
C165	38.24'	46.00'	47°37'49"	N 01°01'46" W	37.15'
C166	41.61'	55.00'	43°20'30"	S 44°27'24" W	40.62'
C167	38.03'	55.00'	39°37'16"	S 85°56'17" W	37.28'
C168	28.40'	625.00'	2°36'12"	S 75°33'12" E	28.40'
C169	63.49'	625.00'	5°49'13"	S 79°45'54" E	63.46'
C170	63.49'	625.00'	5°49'13"	S 85°35'07" E	63.46'
C171	63.23'	625.00'	5°47'48"	N 88°36'22" E	63.21'
C172	108.51'	625.00'	9°56'51"	N 80°44'02" E	108.37'
C173	11.05'	225.00'	2°48'49"	S 20°03'30" E	11.05'
C174	55.94'	225.00'	14°14'46"	S 28°35'17" E	55.80'
C175	55.94'	225.00'	14°14'46"	S 42°50'02" E	55.80'
C176	55.94'	225.00'	14°14'46"	S 57°04'48" E	55.80'
C177	55.94'	225.00'	14°14'46"	S 71°19'34" E	55.80'
C178	55.94'	225.00'	14°14'46"	S 85°34'19" E	55.80'
C179	53.55'	225.00'	13°38'15"	N 80°29'10" E	53.43'
C180	36.55'	225.00'	9°18'24"	N 69°00'51" E	36.51'
C181	0.45'	16.50'	1°33'19"	N 47°27'30" E	0.45'
C182	35.35'	60.00'	33°45'33"	S 86°56'54" W	34.84'
C183	44.89'	60.00'	42°52'03"	S 48°38'06" W	43.85'
C184	91.07'	60.00'	86°57'50"	S 16°16'50" E	82.58'
C185	100.07'	60.00'	95°33'24"	N 72°27'32" E	88.87'
C186	36.81'	60.00'	35°08'49"	N 07°06'26" E	36.23'
C187	13.27'	25.00'	30°24'50"	N 44°57'26" W	13.12'
C188	72.05'	175.00'	23°35'21"	S 30°26'46" E	71.54'
C189	41.28'	175.00'	13°31'00"	N 71°07'09" E	41.19'
C190	182.90'	175.00'	59°52'55"	S 72°10'54" E	174.69'
C191	21.82'	25.00'	50°00'40"	S 38°54'47" E	21.14'
C192	22.48'	25.00'	51°31'33"	S 11°51'20" W	21.73'
C193	23.80'	25.00'	54°32'39"	N 64°53'26" E	22.91'
C194	20.50'	25.00'	46°59'34"	S 64°20'28" E	19.93'
C195	10.27'	25.00'	23°31'33"	N 55°27'05" W	10.19'
C196	29.00'	25.00'	66°28'27"	S 10°27'05" E	27.41'
C197	12.70'	25.00'	29°06'23"	N 11°05'10" W	12.56'
C198	26.57'	25.00'	60°53'37"	S 33°54'50" W	25.34'
C199	12.65'	25.00'	28°59'55"	S 82°59'13" W	12.52'
C200	26.62'	25.00'	61°00'05"	N 52°00'47" W	25.38'

LINE TABLE

NUMBER	BEARING	DISTANCE
L1	N 68°36'24" E	31.95'
L2	N 21°30'44" W	129.88'
L3	N 21°30'44" W	50.00'
L4	N 68°29'16" E	7.42'
L5	N 19°45'05" W	69.00'
L6	N 21°30'44" W	111.08'
L7	N 21°30'44" W	50.00'
L8	N 68°29'16" E	50.00'
L9	N 35°37'13" E	162.20'
L10	N 54°22'47" W	50.00'
L11	S 68°29'16" W	3.76'
L12	N 21°30'44" W	50.00'
L13	N 21°30'44" W	121.62'
L14	S 68°29'27" W	25.00'
L15	N 24°37'59" W	73.03'
L16	S 20°45'10" E	65.60'
L17	S 44°42'46" E	105.85'
L18	S 59°21'09" E	24.52'
L19	S 45°42'30" E	30.02'
L20	S 44°16'03" W	120.00'
L21	S 68°10'51" W	29.93'
L22	N 21°49'02" W	114.16'
L23	S 37°37'06" W	29.84'
L24	N 69°18'54" W	93.62'
L25	N 66°49'46" W	11.73'
L26	S 45°42'30" E	30.04'
L27	S 53°16'49" E	59.17'
L28	S 66°49'33" E	5.05'
L29	N 23°22'48" E	18.78'
L30	N 40°10'05" E	49.18'
L31	S 22°47'08" W	111.17'
L32	N 67°12'52" W	80.65'
L33	N 22°47'08" E	21.00'
L34	N 13°15'59" E	66.48'
L35	N 06°22'10" W	27.53'
L36	S 23°16'23" E	69.00'
L37	S 21°30'44" E	111.08'
L38	S 27°15'30" W	47.95'
L39	N 22°47'08" E	111.17'
L40	S 37°37'06" W	29.84'
L41	N 27°15'30" E	48.70'
L42	S 06°22'10" E	29.15'
L43	S 22°47'08" W	15.20'
L44	N 18°39'05" W	32.65'
L45	N 46°40'51" E	74.27'
L46	S 46°40'51" W	74.27'
L47	N 60°09'51" W	38.37'
L48	N 23°22'48" E	17.91'
L49	N 43°36'48" E	11.65'
L50	N 40°10'05" E	56.82'
L51	S 18°39'05" E	32.65'
L52	S 65°19'02" E	50.00'
L53	S 62°07'09" E	62.46'

LINE TABLE

NUMBER	BEARING	DISTANCE
L54	N 54°07'29" W	64.28'
L55	N 45°56'03" W	64.28'
L56	N 37°50'51" W	63.61'
L57	N 35°45'13" W	47.46'
L58	N 50°09'24" W	44.61'
L59	N 65°13'04" W	47.35'
L60	N 67°12'52" W	50.00'
L61	S 76°52'40" E	56.84'
L62	S 84°07'12" E	56.84'
L63	N 88°38'16" E	56.84'
L64	N 81°23'45" E	56.84'
L65	N 74°09'13" E	56.84'
L66	N 66°58'09" E	57.31'
L67	N 64°20'29" E	60.00'
L68	N 64°20'29" E	60.00'
L69	S 35°41'18" E	52.04'
L70	S 50°17'36" E	50.47'
L71	N 11°30'26" W	65.14'
L72	N 05°34'20" W	65.00'
L73	N 01°52'53" E	65.00'
L74	N 09°20'07" E	65.00'
L75	N 16°47'20" E	65.00'
L76	N 24°14'33" E	65.00'
L77	N 31°35'53" E	63.29'
L78	N 37°09'02" E	53.34'
L79	N 70°09'41" W	46.53'
L80	N 28°40'38" E	29.77'
L81	N 43°40'26" E	45.89'
L82	N 61°48'06" E	46.51'
L83	S 70°17'18" W	50.02'
L84	S 71°56'19" W	50.09'
L85	S 74°03'35" W	67.99'
L86	S 76°39'26" W	76.62'
L87	S 78°27'42" W	23.84'
L88	N 22°47'08" E	52.95'
L89	N 89°23'47" E	57.09'
L90	S 87°57'57" E	89.76'
L91	S 84°41'39" E	92.36'
L92	S 81°45'21" E	71.22'
L93	S 78°34'34" E	105.78'
L94	S 75°00'18" E	93.02'
L95	S 72°23'21" E	86.40'
L96	S 40°26'51" W	62.67'
L97	S 40°26'51" W	11.23'
L98	S 38°50'12" W	38.83'
L99	S 38°50'12" W	21.23'
L100	N 25°16'09" E	19.16'
L101	N 25°16'09" E	55.68'

STREET NAMES

STREET	R.O.W. WIDTH	CENTERLINE LENGTH	TYPE	DESIGN SPEED	PAVEMENT WIDTH (EOP – EOP)	URBAN/RURAL	CLASSIFICATION
GOLDENWAVE ROAD	50–70 FT.	410 FT.	PUBLIC	25 MPH	30 FT.	URBAN	LOCAL
	70 FT.	215 FT.	PUBLIC	35 MPH	41–49 FT.	URBAN	MINOR COLLECTOR
ROCK DAISY TRAIL	50–60 FT.	3,263 FT.	PUBLIC	25 MPH	30–49 FT.	URBAN	LOCAL
	60–70 FT.	634 FT.	PUBLIC	35 MPH	49 FT.	URBAN	MINOR COLLECTOR
HADLEIGH DRIVE	50 FT.	753 FT.	PUBLIC	25 MPH	30 FT.	URBAN	LOCAL
ROYAL FERN ROAD	50 FT.	763 FT.	PUBLIC	25 MPH	30 FT.	URBAN	LOCAL
BRANDYWINE ROAD	50 FT.	1,027 FT.	PUBLIC	25 MPH	30 FT.	URBAN	LOCAL
FLORA BOULEVARD	120 FT.	3,393 FT.	PUBLIC	45 MPH	72 FT.	URBAN	ARTERIAL
ARLEY WOODS ROAD	60–70 FT.	443 FT.	PUBLIC	35 MPH	41–49 FT.	URBAN	MINOR COLLECTOR
TIMBER VALLEY TRAIL	60–70 FT.	346 FT.	PUBLIC	35 MPH	41–49 FT.	URBAN	MINOR COLLECTOR
CYPRUS ROW COURT	50 FT.	185 FT.	PUBLIC	25 MPH	30 FT.	URBAN	LOCAL
CLOVERTON CRESCENT	50 FT.	653 FT.	PUBLIC	25 MPH	30 FT.	URBAN	LOCAL

LAND USE SCHEDULE

DESCRIPTION	NO.	ACREAGE
RESIDENTIAL	158	29.503 AC.
OPEN SPACE/LANDSCAPE/DRAINAGE LOT	1	0.389 AC.
OPEN SPACE/DRAINAGE LOT	1	29.046 AC.
LANDSCAPE/DRAINAGE/DETENTION POND	1	2.133 AC.
LANDSCAPE/DRAINAGE	2	1.629 AC.
LANDSCAPE	1	1.190 AC.
OPEN SPACE	1	0.238 AC.
AMENITY	1	5.556 AC.
POND	1	5.788 AC.
RIGHT-OF-WAY	–	19.791 AC.
RIGHT-OF-WAY DEDICATION	–	1.814 AC.
TOTAL	167	97.077 AC.

FINAL PLAT

FLORA PHASE 1A SECTIONS 1 & 2

A SUBDIVISION OF 97.077 ACRES OF LAND LOCATED IN THE JOHN THOMAS SURVEY, ABSTRACT 610, WILLIAMSON COUNTY, TEXAS

BGE, Inc.
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Austin, Texas 78728
Tel: 512-879-0400 • www.bgeinc.com
TBPELS Registration No. F-1046
TBPELS Licensed Surveying Firm No. 10106502

LOT AREA TABLE			
LOT	BLOCK	SQUARE FEET	TYPE
53	A	9,176	R
54	A	9,545	R
55	A	7,035	R
56	A	8,534	R
57	A	16,947	R
58	A	6,416	R
59	A	6,252	R
60	A	6,791	R
61	A	6,873	R
62	A	6,873	R
63	A	6,878	R
64	A	6,250	R
65	A	6,250	R
66	A	6,250	R
67	A	6,250	R
68	A	6,250	R
69	A	6,250	R
70	A	6,958	R
71	A	7,979	R
72	A	7,112	R
73	A	6,250	R
74	A	6,250	R
75	A	6,250	R
76	A	6,250	R
77	A	6,250	R
78	A	6,250	R
79	A	6,250	R
80	A	5,882	R
81	A	8,131	R
82	A	8,132	R
83	A	8,132	R
84	A	8,132	R
85	A	8,132	R
86	A	8,042	R
87	A	7,501	R
88	A	7,502	R
89	A	7,622	R
90	A	7,862	R
91	A	8,088	R
92	A	10,600	R
93	A	12,781	R
94	A	7,216	R
95	A	7,500	R
96	A	7,500	R
97	A	7,500	R
98	A	7,500	R
99	A	7,500	R
100	A	7,500	R
101	A	7,500	R
102	A	9,207	R
103	A	9,011	R
104	A	252,140	P
105	A	1,265,225	O/D

LOT AREA TABLE			
LOT	BLOCK	SQUARE FEET	TYPE
1	I	92,926	L/D/P
2	I	7,366	R
3	I	6,250	R
4	I	6,250	R
5	I	6,375	R
6	I	6,500	R
7	I	6,916	R
8	I	7,125	R
9	I	7,069	R
10	I	7,069	R
11	I	7,069	R
12	I	7,069	R
13	I	7,069	R
14	I	6,885	R
15	I	7,912	R

LOT AREA TABLE			
LOT	BLOCK	SQUARE FEET	TYPE
1	J	8,488	R
2	J	7,818	R
3	J	7,818	R
4	J	9,232	R
5	J	13,272	R
6	J	10,692	R
7	J	6,500	R
8	J	6,500	R
9	J	6,500	R
10	J	6,572	R
11	J	7,102	R
12	J	8,635	R
13	J	10,106	R
14	J	12,027	R
15	J	9,378	R
16	J	7,657	R
17	J	7,991	R

LOT AREA TABLE			
LOT	BLOCK	SQUARE FEET	TYPE
1	K	21,483	L/D
2	K	6,500	R
3	K	6,500	R
4	K	6,500	R
5	K	6,500	R
6	K	6,500	R
7	K	6,500	R
8	K	6,500	R
9	K	7,075	R
10	K	8,340	R
11	K	8,817	R
12	K	7,846	R
13	K	8,361	R
14	K	8,703	R
15	K	6,462	R
16	K	7,865	R
17	K	8,733	R
18	K	8,442	R
19	K	6,500	R
20	K	6,500	R
21	K	6,500	R
22	K	6,500	R
23	K	6,500	R
24	K	6,500	R
25	K	6,500	R
26	K	6,500	R
27	K	6,500	R

LOT AREA TABLE			
LOT	BLOCK	SQUARE FEET	TYPE
1	L	49,498	L/D
2	L	7,248	R
3	L	7,249	R
4	L	7,250	R
5	L	7,251	R
6	L	7,252	R
7	L	7,254	R
8	L	7,255	R
9	L	7,295	R
10	L	7,409	R
11	L	8,830	R
12	L	10,257	R
13	L	11,275	R
14	L	9,401	R
15	L	8,245	R
16	L	7,460	R
17	L	6,833	R
18	L	8,957	R

LOT AREA TABLE			
LOT	BLOCK	SQUARE FEET	TYPE
1	M	51,833	L
2	M	14,909	R
3	M	19,998	R
4	M	19,711	R
5	M	20,209	R
6	M	11,059	R
7	M	13,418	R
8	M	17,525	R
9	M	13,038	R
10	M	10,945	R
11	M	10,821	R
12	M	11,153	R
13	M	8,697	R
14	M	7,800	R
15	M	7,800	R
16	M	8,966	R
17	M	9,016	R
18	M	5,992	R
19	M	5,910	R
20	M	9,402	R
21	M	15,008	R
22	M	8,810	R
23	M	7,037	R
24	M	5,912	R
25	M	6,801	R

LOT AREA TABLE			
LOT	BLOCK	SQUARE FEET	TYPE
1	N	8,807	R
2	N	7,500	R
3	N	7,500	R
4	N	7,500	R
5	N	7,500	R
6	N	8,616	R
7	N	8,616	R
8	N	7,500	R
9	N	7,500	R
10	N	7,434	R
11	N	10,376	O

LOT AREA TABLE			
LOT	BLOCK	SQUARE FEET	TYPE
1	O	242,043	AMEN

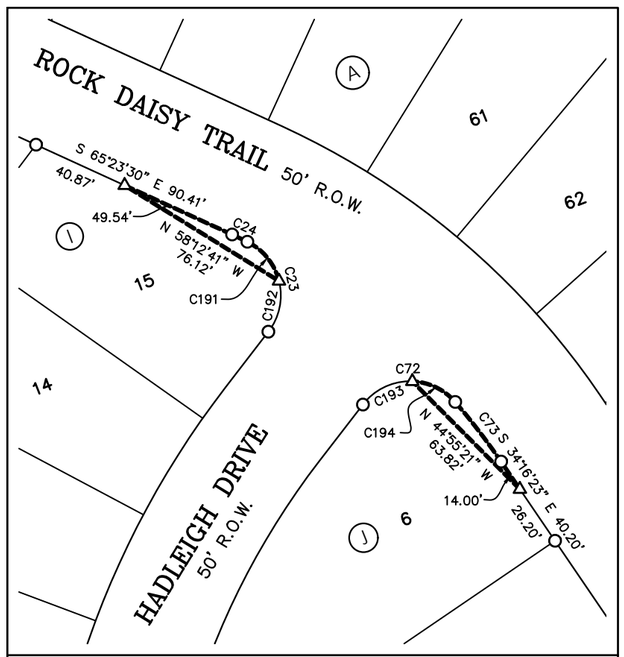
LEGEND	
AMEN	AMENITY
R	RESIDENTIAL
O/L/D	OPEN SPACE/LANDSCAPE/ DRAINAGE LOT
O/D	OPEN SPACE/ DRAINAGE LOT
L/D/P	LANDSCAPE/DRAINAGE/ DETENTION POND
L/D	LANDSCAPE/ DRAINAGE
L	LANDSCAPE
O	OPEN SPACE
P	POND

FINAL PLAT

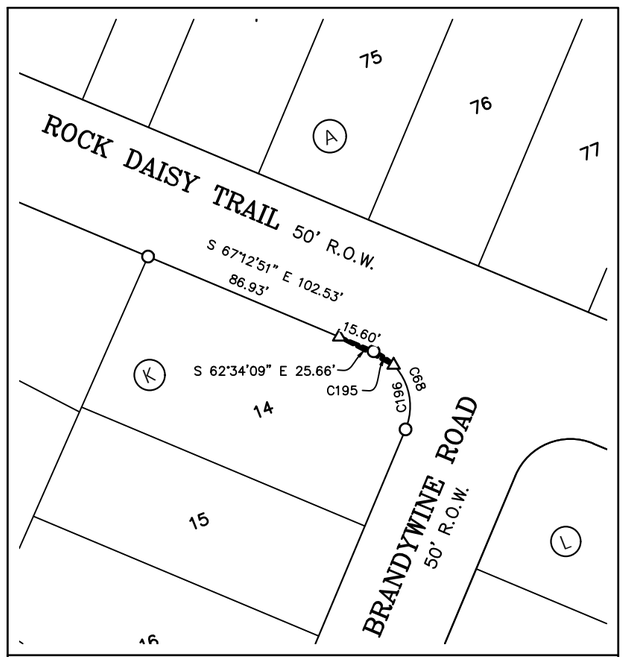
FLORA PHASE 1A SECTIONS 1 & 2

A SUBDIVISION OF 97.077 ACRES OF LAND LOCATED IN THE JOHN THOMAS SURVEY, ABSTRACT 610, WILLIAMSON COUNTY, TEXAS

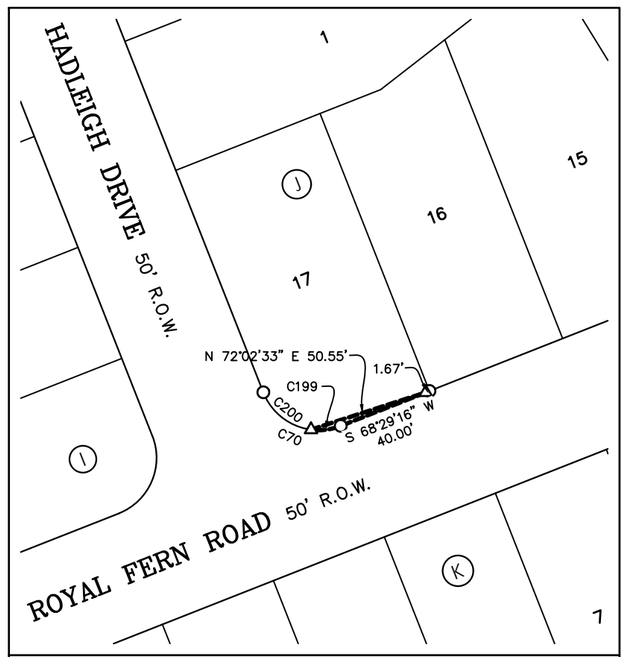
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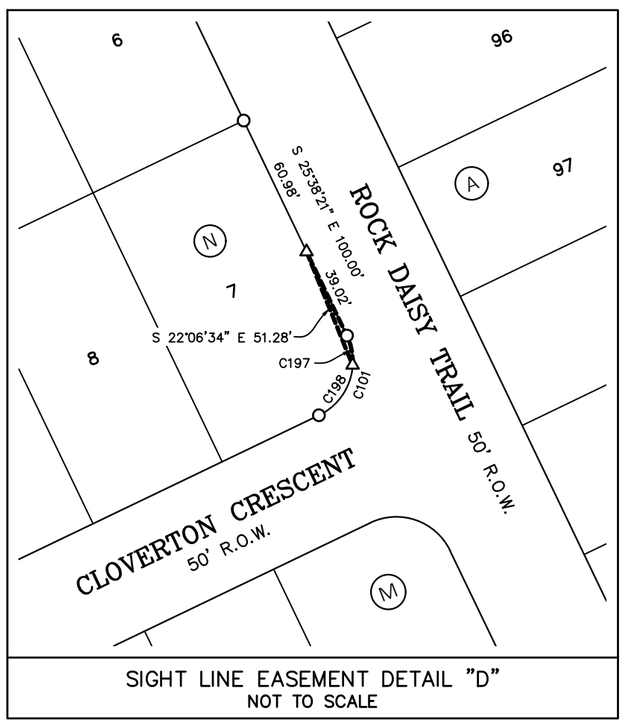
SIGHT LINE EASEMENT DETAIL "A"
NOT TO SCALE



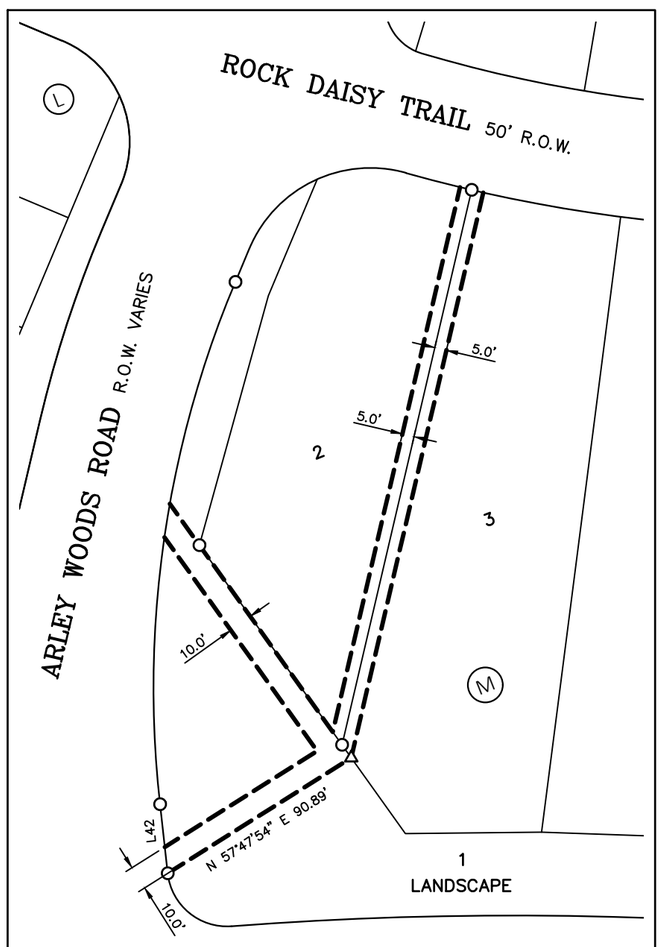
SIGHT LINE EASEMENT DETAIL "B"
NOT TO SCALE



SIGHT LINE EASEMENT DETAIL "C"
NOT TO SCALE



SIGHT LINE EASEMENT DETAIL "D"
NOT TO SCALE



10' PUBLIC UTILITY EASEMENT DETAIL "E"
NOT TO SCALE

FINAL PLAT

FLORA PHASE 1A SECTIONS 1 & 2

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METES & BOUNDS DESCRIPTION

ALL THAT CERTAIN PARCEL OR TRACT OF LAND OUT OF THE JOHN THOMAS SURVEY, ABSTRACT NO. 610, SITUATED IN WILLIAMSON COUNTY, TEXAS; BEING A PORTION OF A CALLED 120.01 ACRE TRACT OF LAND AS CONVEYED TO HUTTO 525 DEVELOPMENT PARTNERS, LP, BY SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2020121616 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND A PORTION OF A CALLED 242.46 ACRE TRACT OF LAND AS CONVEYED TO HUTTO 525 DEVELOPMENT PARTNERS, LP, BY SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2020119607 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2-INCH IRON ROD WITH CAP STAMPED "HALFF" FOUND ON THE EAST RIGHT-OF-WAY LINE OF COUNTY ROAD 133 (R.O.W. VARIES, NO DEED REFERENCE FOUND), AT THE NORTHWEST CORNER OF THE ABOVE DESCRIBED 120.01-ACRE TRACT, FOR THE NORTHWEST CORNER AND POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT;

THENCE, WITH THE EAST RIGHT-OF-WAY LINE OF SAID COUNTY ROAD 133 AND THE NORTHWEST LINE OF SAID 120.01-ACRE TRACT AND PARTLY WITH THE SOUTH LINE OF LOT 26 OF THE AMENDED MONADALE ESTATES AT MUSTANG CREEK SECTION TWO, A SUBDIVISION AS RECORDED IN CABINET I, SLIDE 82 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, N 68°36'24" E, PASS A 1/2-INCH IRON ROD FOUND ON THE EAST RIGHT-OF-WAY LINE OF SAID COUNTY ROAD 133 AT THE SOUTHWEST CORNER OF SAID LOT 26 AT A DISTANCE OF 9.92 FEET, AND CONTINUING ON FOR A TOTAL DISTANCE OF 31.95 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "BGE INC" SET FOR AN EXTERIOR CORNER OF THE HEREIN DESCRIBED TRACT, FROM WHICH A 1/2-INCH IRON ROD WITH CAP STAMPED "DODD SURVEYING" FOUND AT THE MOST NORTHERLY CORNER OF SAID 120.01 ACRE TRACT, AT THE INTERIOR CORNER OF LOT 24 OF SAID AMENDED MONADALE ESTATES AT MUSTANG CREEK SECTION TWO BEARS, N 68°36'24" E, A DISTANCE OF 704.08 FEET;

THENCE, DEPARTING THE SOUTH LINE OF SAID LOT 26, OVER AND ACROSS SAID 120.01-ACRE TRACT, S 21°28'51" E A DISTANCE OF 2,360.06 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "BGE INC" SET AT A POINT OF CURVATURE OF A CURVE TO THE LEFT;

THENCE, CONTINUING OVER AND ACROSS SAID 120.01-ACRE TRACT, ALONG SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 39.27 FEET, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'23" AND A CHORD WHICH BEARS S 66°29'02" E, A DISTANCE OF 35.36 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "BGE INC" SET FOR A POINT OF TANGENCY;

THENCE, CONTINUING OVER AND ACROSS SAID 120.01-ACRE TRACT, N 68°30'46" E A DISTANCE OF 734.90 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "BGE INC" SET AT A POINT OF CURVATURE OF A CURVE TO THE LEFT;

THENCE, CONTINUING OVER AND ACROSS SAID 120.01-ACRE TRACT, ALONG SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 39.28 FEET, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°01'31" AND A CHORD WHICH BEARS N 23°30'01" E, A DISTANCE OF 35.36 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "BGE INC" SET FOR A POINT OF TANGENCY;

THENCE, CONTINUING OVER AND ACROSS SAID 120.01-ACRE TRACT, N 21°30'44" W A DISTANCE OF 129.88 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "BGE INC" SET AT A POINT OF CURVATURE OF A CURVE TO THE LEFT;

THENCE, CONTINUING OVER AND ACROSS SAID 120.01-ACRE TRACT, ALONG SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 39.27 FEET, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00" AND A CHORD WHICH BEARS N 66°30'44" W, A DISTANCE OF 35.36 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "BGE INC" SET FOR AN EXTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, CONTINUING OVER AND ACROSS SAID 120.01-ACRE TRACT, N 21°30'44" W A DISTANCE OF 50.00 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "BGE INC" SET FOR AN EXTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, CONTINUING OVER AND ACROSS SAID 120.01-ACRE TRACT, N 68°29'16" E A DISTANCE OF 7.42 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "BGE INC" SET AT A POINT OF CURVATURE OF A CURVE TO THE LEFT;

THENCE, CONTINUING OVER AND ACROSS SAID 120.01-ACRE TRACT, ALONG SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 38.50 FEET, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 88°14'21" AND A CHORD WHICH BEARS N 24°22'05" E, A DISTANCE OF 34.81 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "BGE INC" SET FOR A POINT OF TANGENCY;

THENCE, CONTINUING OVER AND ACROSS SAID 120.01-ACRE TRACT, N 19°45'05" W A DISTANCE OF 69.00 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "BGE INC" SET AT A POINT OF CURVATURE OF A CURVE TO THE LEFT;

THENCE, CONTINUING OVER AND ACROSS SAID 120.01-ACRE TRACT, ALONG SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 30.73 FEET, HAVING A RADIUS OF 1,000.00 FEET, A CENTRAL ANGLE OF 01°45'39" AND A CHORD WHICH BEARS N 20°37'55" W, A DISTANCE OF 30.73 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "BGE INC" SET FOR A POINT OF TANGENCY;

THENCE, CONTINUING OVER AND ACROSS SAID 120.01-ACRE TRACT, N 21°30'44" W A DISTANCE OF 111.08 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "BGE INC" SET AT A POINT OF CURVATURE OF A CURVE TO THE LEFT;

THENCE, CONTINUING OVER AND ACROSS SAID 120.01-ACRE TRACT, ALONG SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 39.27 FEET, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00" AND A CHORD WHICH BEARS N 66°30'44" W, A DISTANCE OF 35.36 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "BGE INC" SET FOR AN EXTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, CONTINUING OVER AND ACROSS SAID 120.01-ACRE TRACT, N 21°30'44" W A DISTANCE OF 50.00 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "BGE INC" SET AT A POINT OF CURVATURE OF A NON-TANGENT CURVE TO THE LEFT;

THENCE, CONTINUING OVER AND ACROSS SAID 120.01-ACRE TRACT, ALONG SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 39.27 FEET, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00" AND A CHORD WHICH BEARS N 23°29'16" E, A DISTANCE OF 35.36 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "BGE INC" SET FOR AN EXTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, CONTINUING OVER AND ACROSS SAID 120.01-ACRE TRACT, N 68°29'16" E A DISTANCE OF 50.00 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "BGE INC" SET FOR AN INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, CONTINUING OVER AND ACROSS SAID 120.01-ACRE TRACT, N 21°30'44" W A DISTANCE OF 452.45 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "BGE INC" SET AT A POINT OF CURVATURE OF A CURVE TO THE RIGHT;

THENCE, CONTINUING OVER AND ACROSS SAID 120.01-ACRE TRACT, ALONG SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 274.22 FEET, HAVING A RADIUS OF 275.00 FEET, A CENTRAL ANGLE OF 57°07'57" AND A CHORD WHICH BEARS N 07°03'14" E, A DISTANCE OF 263.00 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "BGE INC" SET FOR A POINT OF TANGENCY;

THENCE, CONTINUING OVER AND ACROSS SAID 120.01-ACRE TRACT, N 35°37'13" E A DISTANCE OF 162.20 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "BGE INC" SET FOR AN INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, CONTINUING OVER AND ACROSS SAID 120.01-ACRE TRACT, N 54°22'47" W, A DISTANCE OF 50.00 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "BGE INC" SET AT A POINT OF CURVATURE OF A NON-TANGENT CURVE TO THE LEFT;

THENCE, CONTINUING OVER AND ACROSS SAID 120.01-ACRE TRACT, ALONG SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 35.69 FEET, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 81°47'12" AND CHORD WHICH BEARS N 05°16'23" W, A DISTANCE OF 32.73 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "BGE INC" SET AT A POINT OF REVERSE CURVATURE;

THENCE, CONTINUING OVER AND ACROSS SAID 120.01-ACRE TRACT, ALONG SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 101.35 FEET, HAVING A RADIUS OF 325.00 FEET, A CENTRAL ANGLE OF 17°52'03" AND CHORD WHICH BEARS N 37°13'58" W, A DISTANCE OF 100.94 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "BGE INC" SET AT A POINT OF REVERSE CURVATURE;

THENCE, CONTINUING OVER AND ACROSS SAID 120.01-ACRE TRACT, ALONG SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 36.31 FEET, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 83°12'48" AND A CHORD WHICH BEARS N 69°54'20" W, A DISTANCE OF 33.20 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "BGE INC" SET FOR A POINT OF TANGENCY;

THENCE, CONTINUING OVER AND ACROSS SAID 120.01-ACRE TRACT, S 68°29'16" W A DISTANCE OF 3.76 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "BGE INC" SET FOR AN EXTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, CONTINUING OVER AND ACROSS SAID 120.01-ACRE TRACT, N 21°30'44" W A DISTANCE OF 50.00 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "BGE INC" SET AT A POINT OF CURVATURE OF A NON-TANGENT CURVE TO THE LEFT;

THENCE, CONTINUING OVER AND ACROSS SAID 120.01-ACRE TRACT, ALONG SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 10.43 FEET, HAVING A RADIUS OF 15.00 FEET, A CENTRAL ANGLE OF 39°50'14" AND A CHORD WHICH BEARS N 48°34'09" E, A DISTANCE OF 10.22 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "BGE INC" SET AT A POINT OF REVERSE CURVATURE;

THENCE, CONTINUING OVER AND ACROSS SAID 120.01-ACRE TRACT, ALONG SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 31.74 FEET, HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 36°22'26" AND A CHORD WHICH BEARS N 46°50'14" E, A DISTANCE OF 31.21 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "BGE INC" SET FOR AN INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, CONTINUING OVER AND ACROSS SAID 120.01-ACRE TRACT, N 21°30'44" W A DISTANCE OF 121.62 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "BGE INC" SET FOR AN INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, CONTINUING OVER AND ACROSS SAID 120.01-ACRE TRACT, S 68°29'27" W A DISTANCE OF 25.00 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "BGE INC" SET FOR AN EXTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, CONTINUING OVER AND ACROSS SAID 120.01-ACRE TRACT, N 21°30'44" W A DISTANCE OF 281.56 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "BGE INC" SET FOR ANGLE POINT;

THENCE, CONTINUING OVER AND ACROSS SAID 120.01-ACRE TRACT, N 24°37'59" W A DISTANCE OF 73.03 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "DODD SURVEYING" FOUND ON A NORTHEAST LINE OF SAID 120.01-ACRE TRACT, AT THE SOUTHEAST CORNER OF SAID LOT 24, AND THE SOUTHWEST CORNER OF A CALLED 38.55 ACRE TRACT (TRACT 3) AS CONVEYED TO STEPHEN KELPZIG & DONNA KLEPZIG BY WARRANTY DEED RECORDED IN VOLUME 2631, PAGE 688 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, FOR AN EXTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, WITH THE NORTHEAST LINE OF SAID 120.01-ACRE TRACT AND THE SOUTHWEST LINE OF SAID KELPZIG 38.55-ACRE TRACT, S 68°34'06" E A DISTANCE OF 1,246.86 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "HALFF" FOUND AT AN EXTERIOR CORNER OF SAID 120.01-ACRE TRACT, AT THE SOUTH CORNER OF SAID KELPZIG 38.55-ACRE TRACT, AND AT THE MOST WESTERLY CORNER OF LOT 8 OF THE AMENDED MONADALE ESTATES AT MUSTANG CREEK SECTION ONE, A SUBDIVISION AS RECORDED IN CABINET I, SLIDE 263 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, FOR AN EXTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, WITH AN EAST LINE OF SAID 120.01-ACRE TRACT AND THE SOUTHWEST LINE OF SAID LOT 8, S 20°50'41" E A DISTANCE OF 393.49 FEET TO A 1/2-INCH IRON ROD FOUND AT THE SOUTH CORNER OF SAID LOT 8 BEING AN INTERIOR CORNER OF SAID 120.01-ACRE TRACT, FOR AN INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, WITH THE NORTH LINE OF SAID 120.01-ACRE TRACT AND THE SOUTH LINES OF SAID AMENDED MONADALE ESTATES AT MUSTANG CREEK SECTION ONE THE FOLLOWING TWO (2) COURSES:

1. N 80°09'11" E A DISTANCE OF 992.58 FEET TO AN AXLE FOUND FOR ANGLE POINT; AND

2. N 88°31'41" E A DISTANCE OF 885.74 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "HALFF" FOUND AT THE SOUTHEAST CORNER OF LOT 5 OF SAID AMENDED MONADALE ESTATES AT MUSTANG CREEK SECTION ONE ON THE WEST LINE OF A CALLED 138.568 ACRE TRACT (TRACT 1) AS CONVEYED TO HUTTO 525 DEVELOPMENT PARTNERS, LP BY SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2021160727 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AT THE NORTHEAST CORNER OF SAID 120.01-ACRE TRACT, FOR THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, WITH THE WEST LINE OF SAID 138.568-ACRE TRACT AND PARTLY WITH THE EAST LINE OF SAID 120.01-ACRE TRACT, AND PARTLY WITH THE EAST LINE OF THE ABOVE DESCRIBED HUTTO 525 DEVELOPMENT PARTNERS 242.46-ACRE TRACT, S 21°28'52" E, A DISTANCE OF 442.10 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "HALFF" FOUND ON THE EAST LINE OF SAID 242.46-ACRE TRACT, AT THE SOUTHWEST CORNER OF SAID 138.568-ACRE TRACT, AND THE NORTHWEST CORNER OF A CALLED 164.29 ACRE TRACT AS CONVEYED TO HUTTO 525 DEVELOPMENT PARTNERS, LP BY SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2020119783 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, FOR ANGLE POINT;

THENCE, CONTINUING WITH THE EAST LINE OF SAID 242.46-ACRE TRACT AND WEST LINE OF SAID 164.29-ACRE TRACT, S 20°45'10" E, A DISTANCE OF 65.60 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "BGE INC" SET FOR THE MOST EASTERLY CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, DEPARTING THE WEST LINE OF SAID 164.29-ACRE TRACT, OVER AND ACROSS SAID 242.46-ACRE TRACT, N 89°26'31" W, A DISTANCE OF 397.15 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "BGE INC" SET FOR ANGLE POINT;

THENCE, CONTINUING OVER AND ACROSS SAID 242.46-ACRE TRACT, S 64°21'39" W A DISTANCE OF 484.25 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "BGE INC" SET FOR AN INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, CONTINUING OVER AND ACROSS SAID 242.46-ACRE TRACT, S 25°38'21" E A DISTANCE OF 276.51 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "BGE INC" SET FOR ANGLE POINT;

THENCE, CONTINUING OVER AND ACROSS SAID 242.46-ACRE TRACT, S 44°42'46" E A DISTANCE OF 105.85 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "BGE INC" SET FOR ANGLE POINT;

THENCE, CONTINUING OVER AND ACROSS SAID 242.46-ACRE TRACT, S 10°53'22" E A DISTANCE OF 210.90 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "BGE INC" SET FOR A POINT OF CURVATURE OF A NON-TANGENT CURVE TO THE LEFT;

THENCE, CONTINUING OVER AND ACROSS SAID 242.46-ACRE TRACT, ALONG SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 88.31 FEET, HAVING A RADIUS OF 440.00 FEET, A CENTRAL ANGLE OF 11°29'58" AND A CHORD WHICH BEARS S 77°15'03" E, A DISTANCE OF 88.16 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "BGE INC" SET AT A POINT OF TANGENCY;

THENCE, CONTINUING OVER AND ACROSS SAID 242.46-ACRE TRACT, S 83°00'02" E A DISTANCE OF 188.48 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "BGE INC" SET FOR A POINT OF CURVATURE OF A CURVE TO THE RIGHT;

THENCE, CONTINUING OVER AND ACROSS SAID 242.46-ACRE TRACT, ALONG SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 206.37 FEET, HAVING A RADIUS OF 500.00 FEET, A CENTRAL ANGLE OF 23°38'54" AND A CHORD WHICH BEARS S 71°10'36" E, A DISTANCE OF 204.91 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "BGE INC" SET AT A POINT OF TANGENCY;

THENCE, CONTINUING OVER AND ACROSS SAID 242.46-ACRE TRACT, S 59°21'09" E A DISTANCE OF 24.52 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "BGE INC" SET FOR A POINT OF CURVATURE OF A CURVE TO THE RIGHT;

THENCE, CONTINUING OVER AND ACROSS SAID 242.46-ACRE TRACT, ALONG SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 16.31 FEET, HAVING A RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF 04°40'18" AND A CHORD WHICH BEARS S 57°01'00" E, A DISTANCE OF 16.30 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "BGE INC" SET AT A POINT OF COMPOUND CURVATURE;

THENCE, CONTINUING OVER AND ACROSS SAID 242.46-ACRE TRACT, ALONG SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 78.46 FEET, HAVING A RADIUS OF 501.00 FEET, A CENTRAL ANGLE OF 08°58'21" AND A CHORD WHICH BEARS S 50°11'40" E, A DISTANCE OF 78.38 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "BGE INC" SET AT A POINT OF TANGENCY;

THENCE, CONTINUING OVER AND ACROSS SAID 242.46-ACRE TRACT, S 45°42'30" E A DISTANCE OF 30.02 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "BGE INC" SET FOR EXTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, CONTINUING OVER AND ACROSS SAID 242.46-ACRE TRACT, S 44°16'14" W A DISTANCE OF 596.32 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "BGE INC" SET FOR ANGLE POINT;

THENCE, CONTINUING OVER AND ACROSS SAID 242.46-ACRE TRACT, S 44°16'03" W A DISTANCE OF 120.00 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "BGE INC" SET FOR THE MOST SOUTHERLY CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, CONTINUING OVER AND ACROSS SAID 242.46-ACRE TRACT, N 45°43'57" W A DISTANCE OF 412.42 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "BGE INC" SET FOR A POINT OF CURVATURE OF A CURVE TO THE LEFT;

THENCE, CONTINUING OVER AND ACROSS SAID 242.46-ACRE TRACT, ALONG SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 1,652.60 FEET, HAVING A RADIUS OF 1,440.00 FEET, A CENTRAL ANGLE OF 65°45'17" AND A CHORD WHICH BEARS N 78°36'35" W, A DISTANCE OF 1,563.39 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "BGE INC" SET AT A POINT OF TANGENCY;

THENCE, CONTINUING OVER AND ACROSS SAID 242.46-ACRE TRACT, S 68°30'46" W A DISTANCE OF 1,234.62 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "BGE INC" SET FOR A POINT OF CURVATURE OF A CURVE TO THE LEFT;

THENCE, CONTINUING OVER AND ACROSS SAID 242.46-ACRE TRACT, ALONG SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 39.27 FEET, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 89°59'37" AND A CHORD WHICH BEARS S 23°30'58" W, A DISTANCE OF 35.35 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "BGE INC" SET FOR AN EXTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, CONTINUING OVER AND ACROSS SAID 242.46-ACRE TRACT, S 68°10'51" W A DISTANCE OF 29.93 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "BGE INC" SET ON THE EAST RIGHT-OF-WAY LINE OF SAID COUNTY ROAD 133, FOR THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, WITH THE EAST RIGHT-OF-WAY LINE OF SAID COUNTY ROAD 133 AND THE WEST LINE OF SAID 242.46-ACRE TRACT, N 21°49'02" W A DISTANCE OF 114.16 FEET TO 2-INCH PIPE FOUND AT THE COMMON WEST CORNER OF SAID 242.46-ACRE TRACT AND SAID 120.01-ACRE TRACT, FOR ANGLE POINT, FROM WHICH A CONCRETE MONUMENT FOUND BEARS S 02°13'14" E A DISTANCE OF 0.49 FEET,

THENCE, CONTINUING WITH THE EAST RIGHT-OF-WAY LINE OF SAID COUNTY ROAD 133 AND THE WEST LINE OF SAID 120.01-ACRE TRACT, N 21°30'46" W A DISTANCE OF 2,416.13 FEET TO THE POINT OF BEGINNING AND CONTAINING 97.077 ACRES OF LAND, MORE OR LESS.

FINAL PLAT

FLORA PHASE 1A SECTIONS 1 & 2

A SUBDIVISION OF 97.077 ACRES OF LAND LOCATED IN THE JOHN THOMAS SURVEY, ABSTRACT 610, WILLIAMSON COUNTY, TEXAS

BGE, Inc.
101 West Louis Henna Blvd., Suite 400
Austin, Texas 78728
Tel: 512-879-0400 ● www.bgeinc.com
TBPELS Registration No. F-1046
TBPELS Licensed Surveying Firm No. 10106502

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF HARRIS §

THAT HUTTO 525 DEVELOPMENT PARTNERS, LP, ACTING HEREIN BY AND THROUGH STEPHEN T. SELLERS, ITS AUTHORIZED SIGNATORY, BEING THE OWNER OF A CALLED 120.01 ACRE TRACT OF LAND AS CONVEYED TO IT BY INSTRUMENT RECORDED IN DOCUMENT NUMBER 2020121616 AND A CALLED 242.46 ACRE TRACT AS CONVEYED TO IT BY INSTRUMENT RECORDED IN DOCUMENT NUMBER 2020119607, BOTH OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, OUT OF THE JOHN THOMAS SURVEY, ABSTRACT NO. 610, WILLIAMSON COUNTY, TEXAS, AND DO HEREBY STATE THAT THERE ARE NO LIEN HOLDERS OF THE CERTAIN TRACT OF LAND, DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY FOREVER DEDICATE TO THE PUBLIC THE ROADS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE, AND DO HEREBY STATE THAT ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS.

THIS SUBDIVISION TO BE KNOWN AS:

FLORA PHASE 1A SECTIONS 1 & 2

WITNESS MY HAND, THIS 17 DAY OF JULY, 2024, A.D.

HUTTO 525 DEVELOPMENT PARTNERS, LP
10235 WEST LITTLE YORK, SUITE 300
HOUSTON, TEXAS 77040

BY: _____
STEPHEN T. SELLERS
AUTHORIZED SIGNATORY

STATE OF TEXAS §
COUNTY OF HARRIS §

BEFORE ME, THE UNDERSIGNED AUTHORITY, PERSONALLY APPEARED STEPHEN T. SELLERS, AUTHORIZED SIGNATORY KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

Courtney B. Jackson
NOTARY PUBLIC, STATE OF TEXAS

COURTNEY B. JACKSON
PRINT NOTARY'S NAME
MY COMMISSION EXPIRES 2-17-2028

COURTNEY B. JACKSON
Notary Public, State of Texas
Comm. Expires 02-17-2028
Notary ID 130543517

A PORTION OF THIS SUBDIVISION LIES WITHIN THE DESIGNATED 100 YEAR FLOODPLAIN AS DEFINED BY F.E.M.A. MAP NO. 48491C0510F REVISED DECEMBER 20, 2019.

I, ANDREW CHANIS, P.E., AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS, TO PRACTICE THE PROFESSION OF ENGINEERING, AND DO HEREBY CERTIFY THAT THIS PLAT IS FEASIBLE FROM AN ENGINEERING STANDPOINT, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

_____ 6/25/24
ANDREW CHANIS, P.E. DATE
LICENSED PROFESSIONAL ENGINEER NO. 102801
BGE, INC.
101 WEST LOUIS HENNA BLVD, SUITE 400
AUSTIN, TX 78728

STATE OF TEXAS
ANDREW A. CHANIS
102801
LICENSED
PROFESSIONAL ENGINEER

I, JONATHAN O. NOBLES, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS, TO PRACTICE THE PROFESSION OF LAND SURVEYING, AND DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE BY EMPLOYEES OF BGE, INC ON THE GROUND, AND THAT ALL NECESSARY SURVEY MONUMENTS ARE FOUND OR CORRECTLY SET UPON COMPLETION OF CONSTRUCTION AS SHOWN THEREON.

_____ 6/26/2024
JONATHAN O. NOBLES, R.P.L.S. DATE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5777
BGE, INC.
101 WEST LOUIS HENNA BLVD., SUITE 400
AUSTIN, TEXAS 78728

STATE OF TEXAS
REGISTERED
JONATHAN O. NOBLES
5777
PROFESSIONAL
LAND SURVEYOR

GENERAL NOTES:

1. A TEN (10) FOOT PUBLIC UTILITY EASEMENT (PUE) IS HEREBY DEDICATED ALONG AND ADJACENT TO ALL STREET RIGHT-OF-WAY.
2. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTION IS MADE TO PUBLIC WATER AND WASTEWATER UTILITIES.
3. ALL SIDEWALKS ARE TO BE MAINTAINED BY EACH OF THE ADJACENT PROPERTY OWNERS.
4. RESIDENTIAL DRIVEWAYS ARE TO BE LOCATED NO CLOSER TO THE CORNER OF INTERSECTING RIGHTS-OF-WAY THAN 60 PERCENT OF THE PARCEL FRONTAGE OR 50 FEET, WHICHEVER IS LESS.
5. THE MINIMUM FIRST FLOOR ELEVATIONS SHOWN ON THIS PLAT WERE DETERMINED BY ADDING ONE (1) FOOT TO THE BASE FLOOD ELEVATION (BFE) AS DETERMINED BY A STUDY PREPARED BY BGE, INC, PROJECT NO. 11108-01, DATED JUNE 28, 2023.
6. THE MINIMUM LOWEST FINISHED FLOOR ELEVATION SHALL BE ONE FOOT HIGHER THAN THE HIGHEST SPOT ELEVATION THAT IS LOCATED WITHIN FIVE FEET OUTSIDE THE PERIMETER OF THE BUILDING, OR ONE FOOT ABOVE THE BFE, WHICHEVER IS HIGHER.
7. THE OWNER SHALL CREATE A MANDATORY HOMEOWNERS ASSOCIATION THAT SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND LIABILITY OF ANY LANDSCAPING, IRRIGATION, SIDEWALKS, ILLUMINATION, SUBDIVISION IDENTIFICATION SIGNS, WATER QUALITY FEATURES, ETC. PLACED WITHIN THE WILLIAMSON COUNTY RIGHT-OF-WAY. THIS HOMEOWNERS ASSOCIATION SHALL HAVE ASSESSMENT AUTHORITY TO ENSURE THE PROPER FUNDING FOR MAINTENANCE.
8. A CERTIFICATE OF COMPLIANCE IS HEREBY ISSUED FOR ALL LOTS WITHIN THIS SUBDIVISION EXCEPT FOR BLOCK A LOTS 62-67 AND 89-93. THIS CERTIFICATE OF COMPLIANCE IS VALID UNTIL SUCH TIME AS FEMA OR THE COUNTY REVISES OR NEWLY ADOPTS FLOODPLAIN BOUNDARIES IN THIS VICINITY.

   A FLOODPLAIN DEVELOPMENT PERMIT MAY BE REQUIRED FOR BLOCK A LOTS 62-67 AND 89-93 PRIOR TO ANY CONSTRUCTION OR DEVELOPMENT. THE NEED FOR A FLOODPLAIN DEVELOPMENT PERMIT WILL BE DETERMINED BY WILLIAMSON COUNTY UPON REVIEW OF THE PROPOSED STRUCTURE LOCATION.
9. MAINTENANCE RESPONSIBILITY FOR DRAINAGE WILL NOT BE ACCEPTED BY THE COUNTY OTHER THAN THAT ACCEPTED IN CONNECTION WITH DRAINING OR PROTECTING THE ROAD SYSTEM. MAINTENANCE RESPONSIBILITY FOR STORM WATER MANAGEMENT CONTROLS WILL REMAIN WITH THE OWNER.
10. WATER SERVICE IS PROVIDED BY: JONAH WATER SPECIAL UTILITY DISTRICT.
11. WASTEWATER SERVICE IS PROVIDED BY: SOUTH FORK RANCH MUNICIPAL UTILITY DISTRICT.
12. THE LANDOWNER ASSUMES ALL RISKS ASSOCIATED WITH IMPROVEMENTS LOCATED IN THE RIGHT-OF-WAY OR ROAD WIDENING EASEMENTS. BY PLACING ANYTHING IN THE RIGHT-OF-WAY OR ROAD WIDENING EASEMENTS, THE LANDOWNER INDEMNIFIES AND HOLDS THE COUNTY, IT'S OFFICERS AND EMPLOYEES HARMLESS FROM ANY LIABILITY OWING TO PROPERTY DEFECTS OR NEGLIGENCE NOT ATTRIBUTABLE TO THEM AND ACKNOWLEDGES THAT THE IMPROVEMENTS MAY BE REMOVED BY THE COUNTY AND THAT THE OWNER OF THE IMPROVEMENT SHALL BE RESPONSIBLE FOR THE RELOCATION AND/OR REPLACEMENT OF THE IMPROVEMENT.
13. ALL EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR HIS OR HER ASSIGNS.
14. IMPROVEMENTS WITHIN THE COUNTY ROAD RIGHT-OF-WAY INCLUDING, BUT NOT LIMITED TO, LANDSCAPING, IRRIGATION LIGHTNING, CUSTOM SIGNS, IS PROHIBITED WITHOUT FIRST OBTAINING AN EXECUTED LICENSE AGREEMENT WITH WILLIAMSON COUNTY.
15. NO CONSTRUCTION, PLANTING OR GRADING SHALL BE PERMITTED TO INTERFERE WITH SIGHT DISTANCE EASEMENTS BETWEEN THE HEIGHTS OF THREE AND EIGHT FEET AS MEASURED FROM THE CROWNS OF THE ADJACENT STREETS.
16. IN APPROVING THIS PLAT BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS, IT IS UNDERSTOOD THAT THE BUILDING OF ALL ROADS, AND OTHER PUBLIC THOROUGHFARES AND ANY BRIDGES OR CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACES IS THE RESPONSIBILITY OF THE OWNER(S) OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS. SAID COMMISSIONERS COURT ASSUMES NO OBLIGATION TO BUILD ANY OF THE ROADS, OR OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT, OR OF CONSTRUCTING THEREWITHIN. THE COUNTY WILL ASSUME NO RESPONSIBILITY FOR DRAINAGE WAYS OR EASEMENTS IN THE SUBDIVISION, OTHER THAN THOSE DRAINING OR PROTECTING THE ROAD SYSTEM.
17. IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL AND LOCAL LAWS AND REGULATIONS RELATING TO THE PLATTING AND DEVELOPMENT OF THIS PROPERTY. THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN 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.
18. DRIVEWAYS SHALL ONLY CONNECT TO AN INTERNAL PLATTED ROAD AND NOT TO FLORA BOULEVARD OR CR 133, THE ADJACENT COUNTY ROADWAYS.
19. LOTS WITH LESS THAN 50' OF FRONTAGE MAY NOT BE FURTHER SUBDIVIDED.
20. STREETS MORE THAN 26 FEET WIDE AND LESS THAN 32 FEET WIDE REQUIRE FIRE LANE STRIPING ON ONE SIDE OF THE STREET.
21. THE ROADS WITHIN THIS SUBDIVISION ARE MAINTAINED BY SOUTH FORK RANCH MUNICIPAL UTILITY DISTRICT IN ACCORDANCE WITH SECTION 8345.105 OF HB 4803. WILLIAMSON COUNTY WILL NEVER ACCEPT OR MAINTAIN THE ROADS UNLESS THEY MEET THE COUNTY STANDARDS IN EFFECT ON THE DATE OF CERTIFICATE OF COMPLETION.

ROAD NAME AND ADDRESS ASSIGNMENT VERIFIED THIS THE 22 DAY OF July, 2024 A.D.

_____
WILLIAMSON COUNTY ADDRESS COORDINATOR
Cindy Bridges

_____
JONAH WATER SPECIAL UTILITY DISTRICT

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

I, BILL GRAVELL, JR., COUNTY JUDGE OF WILLIAMSON COUNTY, TEXAS, DO HEREBY CERTIFY THAT THIS MAP OR PLAT, WITH FIELD NOTES HEREON, THAT A SUBDIVISION HAVING BEEN FULLY PRESENTED TO THE COMMISSIONERS' COURT OF WILLIAMSON COUNTY, TEXAS, AND BY THE SAID COURT DULY CONSIDERED, WERE ON THIS DAY APPROVED AND PLAT IS AUTHORIZED TO BE REGISTERED AND RECORDED IN THE PROPER RECORDS OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

_____ _____
BILL GRAVELL, JR., COUNTY JUDGE DATE
WILLIAMSON COUNTY, TEXAS

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

I, NANCY E. RISTER, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATION OF AUTHENTICATION, WAS FILED FOR RECORD IN MY OFFICE ON THE ____DAY OF _____, 20___ A.D., AT _____ O'CLOCK ___M. AND DULY RECORDED THIS THE DAY OF _____, 20___ A.D., AT _____ O'CLOCK ___M. IN THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY, IN INSTRUMENT NO. _____.

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

NANCY E. RISTER, CLERK COUNTY COURT
OF WILLIAMSON COUNTY, TEXAS

BY: _____
DEPUTY

FINAL PLAT
FLORA PHASE 1A SECTIONS 1 & 2

A SUBDIVISION OF 97.077 ACRES OF LAND LOCATED IN THE JOHN THOMAS SURVEY, ABSTRACT 610, WILLIAMSON COUNTY, TEXAS

BGE, Inc.
101 West Louis Henna Blvd., Suite 400
Austin, Texas 78728
Tel: 512-879-0400 • www.bgeinc.com
TBPELS Registration No. F-1046
TBPELS Licensed Surveying Firm No. 10106502

Commissioners Court - Regular Session **37.**

Meeting Date: 07/30/2024

Annual Update from Williamson County Economic Development Partnership

Submitted By: Connie Odom, Public Information Office

Department: Public Information Office

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on the annual update from the Williamson County Economic Development Partnership (WilCo EDP).

Background

The Williamson County Economic Development Partnership (WilCo EDP) is a collaborative initiative between Williamson County and its encompassing communities, with the goal of speaking as a cohesive entity to attract new business development opportunities throughout our county. Central to this partnership is the belief that when one community sees success, everyone benefits. With that in mind, WilCo EDP encourages any business seeking to establish, relocate, or expand to Central Texas to consider one of the many distinct markets of Williamson County. The WilCo EDP was formed in 2014. Its executive director is Dave Porter and its current president is Cameron Goodman, director of economic development for the City of Georgetown.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Presentation

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	07/25/2024 08:41 AM
Form Started By: Connie Odom		Started On: 07/23/2024 08:38 AM
Final Approval Date: 07/25/2024		



07/30/2024

Partners:

- Williamson County
- Cedar Park
- Hutto
- Jarrell
- Liberty Hill
- Leander
- Round Rock Chamber
- Georgetown
- Taylor

WilCo EDP Accomplishments 2023/2024

- Promoting Williamson County
  - SelectUSA Conference – Washington D.C.
  - U.S. Embassy Korea “Spinoff Event” SelectUSA
  - Semicon West – San Francisco
  - Semicon Korea – Seoul
  - “How to do Business in WilCo” Seminar - Seoul
  - Hosted 4 National Site Consultants
  - Presented to 50 Tech Start-ups – NextRise

Accomplishments Continued.

- U.S. 79 Corridor Analysis
- Champions Luncheon
- Lunch & Learn – CBRE
- Spaceport Designation
- Broadband / Internet
- Sister City Designation – WilCo / Yongin City
- PEC
- WilCo Strategic Planning Process

Announced / Pending Projects

- Semiconductor
  - Hanyang Eng. – Cedar Park
  - MSS Int'l – U.S. HQ – Round Rock
    – Manufacturing – Georgetown
  - One Pending – Taylor

- Automotive
  - Hanwha Advanced Materials – Georgetown ETJ
  - Seoyon – Hutto

- Software / Automotive
  - One Pending – Round Rock

- Life Sciences
  - One Pending – Round Rock, Cedar Park or Georgetown

Thank You!!!



Commissioners Court - Regular Session **38.**

Meeting Date: 07/30/2024

supplements

Submitted By: Rebecca Clemons, Human Resources

Department: Human Resources

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on compensation related items regarding supplements for the Fiscal Year 2025.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

notice

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	07/25/2024 08:43 AM
Human Resources (Originator)	Rebecca Clemons	07/25/2024 09:27 AM
County Judge Exec Asst.	Becky Pruitt	07/25/2024 09:46 AM
Form Started By: Rebecca Clemons		Started On: 07/24/2024 03:07 PM
Final Approval Date: 07/25/2024		

PUBLIC NOTICE

Public Notice is hereby given by the Williamson County Commissioners Court's intention to set the yearly supplement for District Judges and District Attorney for the proposed budget for fiscal year 2024/2025 as follows:

District Attorney -Supplement $ 18,000.06
(No increase/decrease)

Each District Judge -Supplement $ 18,000.06
(Each District Judge currently receives $4,800.00 per year from the county for serving on the Juvenile Board. In addition they will receive a supplement of $13,200.00 per year which makes a total supplement of $18,000.06)

The expense allowance for all officials and all employees is as follows:

a) any county official that is required to use his/her personal automobile while on official county business may be entitled to receive mileage at the Internal Revenue Service allowable deduction for mileage, upon submitting the required documentation to the County Auditor.

b) any official may be entitled to full reimbursement for lodging expenses when traveling out of the county beyond a 45-mile radius from the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626, on official county business, upon submitting the required documentation to the County Auditor.

c) all officials may be entitled to reimbursement for any meals eaten when traveling out of the county on official county business, provided the required documentation is submitted to the County Auditor. The maximum meal reimbursement is limited to $59.00 per day.

d) for any official to receive expense allowance under a, b or c above, the funds to be used to pay the reimbursement must have been appropriated by the Commissioners Court prior to the expense being incurred.

All qualifying County and Precinct officials will be provided health benefits coverage under the Self-Funded Williamson County Benefits Program. Health premiums for all County or Precinct officials will be funded by the county except for any set premium rate decided on by the Commissioners Court. Qualifying dependents of elected officials will also be provided health benefits for a set premium rate.

All County and Precinct Officials are required by law to participate in the Texas County and District Retirement System. The County Auditor shall deduct the required matching contribution. Elected Officials contributions will be at the same rate applicable to County employees.

All County and Precinct Officials are eligible to participate in the Williamson County Eligible Employee, Spouse and Retiree Wellness program.

The use of County equipment or vehicles for personal use is prohibited by law, but because of the need for specific officials to respond to emergencies at night and/or on weekends, the following officials are authorized to take a county vehicle to their home at night, even though this involves the use of a county vehicle for travel to and from their home each day:

a) the County Sheriff
b) each Constable

Issued by order of the Williamson County Commissioners Court

_____

Bill Gravell, Jr.
County Judge

Commissioners Court - Regular Session **39.**

Meeting Date: 07/30/2024

EPM.round2draft

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 proposed changes to the Employee Policy Manual, effective October 1, 2024, including separate policies as needed.

Background

Please see attached changes. Two sections are drafted to be stand-alone policies.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

EPM.draft

Exp.draft

DOT,draft

overview

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	07/25/2024 08:56 AM
Form Started By: Rebecca Clemons		Started On: 07/24/2024 03:12 PM
Final Approval Date: 07/25/2024		

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.

*Excluding employees under Civil Service within the Sheriff's Office.

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. They are limited to no more than 29 hours in a pay week, unless they fall under the subcategory of a Seasonal Employee.
    - ~~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~~ Seasonal: Temporary employees may be classified as seasonal and customary and work up to 40 hours in a pay week if they ~~must~~ meet the following 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 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 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 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, or mental health, 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. • Holiday hours may not be applied before earned on the actual holiday date. • For information on application of holidays during FMLA leave, contact HR.

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

Leave Chart

Use of 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
BANKED HOLIDAY LEAVE*	Up to eight (8) hours per occurrence, determined by number of hours worked on the holiday.	200 hours	• 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. • 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.
BEREAVEMENT LEAVE*	2 (8-hour) days per fiscal year; does not roll over	N/A (Not paid at termination)	• May be granted to full-time employees 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, sibling, parent, legal guardian, spouse's parent, child's spouse, or other individual for whom the employee stands "in loco parentis." See Basic FMLA policy or contact HR for further information.). • The additional bereavement leave may be requested via online form submission and upload of required documentation.
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.~~ • Paid military leave will be granted for eligible military service in accordance with Government Code Section 437.202 and as defined in the Military Leave Policy section within this manual. • 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 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.
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 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]

Military Leave

Paid Military Leave	• The first 15 business days (per fiscal year) of Military Leave will be paid without the requirement of leave usage by the employee. Beyond the first 15 days the employee may choose to use vacation leave or be placed on leave without pay (LWOP). • 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.	
Uniformed Services Employment and Reemployment Rights Act (USERRA)	**Definition**	The Uniformed Services Employment and Reemployment Rights Act (USERRA) provides employment protections for service members, subject to rules and exceptions as defined by the U.S. Department of Labor's Veterans' Employment and Training Service (VETS).
	Eligibility	USERRA applies to employees who perform duty, voluntarily or involuntarily, in the "uniformed services," which include the Army, Navy, Marine Corps, Air Force, Coast Guard, and Public Health Service commissioned corps, as well as the reserve components of each of these services. Federal training or service in the Army National Guard and Air National Guard also qualify for rights under USERRA.
	Provisions	USERRA prohibits employment discrimination against a person because of past military service, current military obligations, or intent to serve. USERRA provides rights related to reemployment upon conclusion of military service, and medical benefit coverage continuation during, or reinstatement after, leave for military service.

Employee Responsibilities	**Activation**	• Notify your supervisor and HR of need for military leave
		• Submit online Paid Military Leave Activation form, including:
		  ○ Dates of military service
		  ▪ Electronic upload available for supporting documentation
		  ○ Contact information
		  ○ Elect usage of vacation accruals or Military LWOP after paid military leave hours are exhausted.
		  ○ Elect whether to retain benefit coverage during leave (benefit premiums will apply).

	During Leave	• Provide notification of any change in duration to HR.
	Return To Work	• Notify your supervisor and HR of your intent to return to work within the allowable timeframe following end of military orders. • Provide your discharge documents to HR. ○ Return-to-work scheduling will not be impeded by any delay in government issuance of discharge paperwork. • Contact Benefits department to reinstate your benefit coverage if not maintained during leave. • Contact TCDRS to restore your service time credit and the opportunity to contribute missed deposits.
Resources	• Wilco HR Military Leave site page • Paid Military Leave Activation form • Department of Labor USERRA website • USERRA Rights Poster • Contact HR for further information	

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 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 Affair 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.

• Restoration of Employment • Employee Benefits • Group Health Benefits	• Certification of Health • Relationship to PTO • Notification • Status Reports	• 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

This Policy will be removed from the EPM and replaced by a stand-alone County policy.

~~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, cancelation 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

<table>
<tr><th>Type</th><th>Policy</th></tr>
<tr><td>Lodging</td><td>
• 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.
</td></tr>
<tr><td>Meals</td><td>
• 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>
<tr><th>Travel Type</th><th>Daily Meal Reimbursement Maximum</th></tr>
<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>
</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.
</td></tr>
</table>

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, 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 for employees with up to 15 years of service
	  ○ $120 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.	Counties used for the study will be: Bell, Brazoria, Hays, Montgomery, Fort Bend, Denton, Collin & Travis Cities used for the study will be: Cedar Park, Georgetown & Round Rock For L Chart only:

		Cities used will be: 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

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, and all overtime or supplemental pay 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 should be scheduled to align with the first day of the pay period. Contact Human Resources regarding 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). For cases involving unique circumstances, department leadership may contact HR to request approval.	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~~May 1.	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~~May 1.	• 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~~May 1 timeline, with backup documentation.	Documentation of each position that will advance along with the approved career ladder plan is required at the time of request submission. 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, retention, or additional promotion.	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 another position with the same grade.	Can utilize money on a vacant position up to 15% over minimum of the grade or employee's current salary, if higher.	Can utilize money on a vacant 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: 1. 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. 2. 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. 3. 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~~May 1.	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~~.; d~~
  - Does not include promotions, career ladder advancements or salary study changes~~)~~.
- Multiple pay changes cannot be processed within the same pay period.
- Salary changes processed in the HRIS system may result in a nominal rounding variance.

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
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.

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
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.
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.
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**
Providing Urgent Maternal Protections for Nursing Mothers Act **(PUMP Act)**	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.	• Designated space may not be a bathroom, and must be shielded from view and free from intrusion • Non-exempt employees may not perform work if clocked out for their break • View PUMP Act Protections here

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~~ Military 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 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

<table>
<tr><th colspan="3">Professional Conduct</th></tr>
<tr><th>Type</th><th colspan="2">Policy</th></tr>
<tr><td>Tobacco Free Workplace Policy</td><td colspan="2">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 within all Williamson County premises and vehicles. Employees who violate this policy are subject to appropriate disciplinary action up to and including termination of employment.</td></tr>
<tr><td>Drug Free Workplace Policy</td><td colspan="2">Williamson County is committed to maintaining a safe, healthful, and productive workplace. 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.

Adherence to this policy is a condition of employment and employees who violate 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).

In compliance with Federal and State laws pre-employment, random and post-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.

Definitions:
• "Illegal drugs" include, but not limited to, marijuana, cocaine, phencyclidine (PCP), opioids, and amphetamines.
• "Controlled substances" include schedules I through V of 21 U.S.C. § 812.</td></tr>
<tr><td rowspan="5">Drug and</td><td>Refusal</td><td>Refusal to submit to a drug or alcohol test, failure to cooperate, or tampering or interfering with the collection process may result in immediate termination of employment.</td></tr>
<tr><td colspan="2">Positive Results</td></tr>
<tr><td colspan="2">Employees with a positive test shall be immediately removed from duty, suspended without pay, and may be subject to 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.</td></tr>
<tr><td>Pre-Employment</td><td>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.</td></tr>
<tr><td>Random</td><td>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.</td></tr>
</table>

Alcohol Testing Policy	**Reasonable Suspicion**	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.
	Second Chance Program	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: 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. Subsequent Offenses – Further positive test results will result in immediate termination. Post-Accident – Any employee with a confirmed post-accident drug/alcohol test will be terminated immediately and not eligible for the Second Change Program.
	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.	

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 not: • 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 Acceptable Use Policy.
Attendance	Employees are expected to be at work, on time and to complete their scheduled shifts per department attendance policies, approved shift assignments, and/or office hours. Employees ~~that~~ who 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.
Intimate and Personal Relationships	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.

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 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.
- <u>Any violations of this policy are subject to disciplinary action, up to and including termination.</u>

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.

Procedures for Employees Under Civil Service in the Sheriff's Office

For procedures to follow in the event of a grievance by an employee under Civil Service within the Sheriff's Office, see:

- Williamson County Sheriff's Office Civil Service Commission

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.

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

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

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.

This Policy will be removed from the EPM and replaced by a stand-alone County policy.

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 dispatch, 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 successful complying with the recommended treatment and education, verified by the 3rd party substance abuse professional (SAP).
  - The SAP will develop the employees 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

Williamson County
County Auditor

Expenditure Policy - DRAFT

Sensitivity: None
Criticality: Critical
Primary Type: Policy

Summary

Purpose

The purpose of this Williamson County Expenditure Policy is to provide clear guidelines to employees on Williamson County's expectations and requirements regarding allowable expenditures and required backup.

Scope

This guidance applies to all County employees, Department Heads, Elected Officials, and Appointed Officials.

Roles and Responsibilities

- All users are required to adhere to this policy when utilizing County funds.
- Managers are required to inform all employees of this content and ensure each employee fully understands and undertakes to comply with this content.

Policy

A. General Travel Information

1. An advance will not be issued for travel expenditures.
2. All travel expenses must be supported with an itemized receipt.
3. 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.
4. 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.
5. Reasonable tips, not to exceed 20%, are allowed for alternate means of transportation, such as taxis, shuttles, and Uber rides.
6. 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.
7. 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.

8. 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, cancelation fees related to lodging, or unused travel arrangements.
9. 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.
10. Expense reimbursements & p-card statements both require their own backup documentation (who, what, when, where) as applicable.

B. Expense Reimbursement

1. With the exception of per diem and mileage, all requests for reimbursement require itemized receipts.
2. Each expense reimbursement must have the employee signature and department head approval.
3. 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.
4. 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.
5. 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.
6. 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.
7. The Auditor's Office may request additional documentation for any or all reimbursements.
8. 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)
9. Hotel folios shall be included as backup.

C. Airfare

1. 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.
2. Airfare must be paid directly to the airline or Colwick Travel, (i.e. no other travel agencies such as Expedia).

3. Airfare purchased on a personal credit card will be reimbursed after the trip has been completed.
4. 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.
5. The County will not issue reimbursements for tickets purchased with frequent flyer miles.
6. A maximum of 2 bags will be reimbursed. Excess baggage fees will not be reimbursed.
7. 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.
8. Southwest early bird fees are allowed. Preferred seating fees will not be reimbursed.

D. Car Rental

1. 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.
2. Cars rented should be economy or mid-sized (luxury vehicle rentals will not be reimbursed).
3. Renting cars for travel within the County is prohibited unless otherwise approved by the Auditor's Office.
4. 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.
5. The rental car must be returned with a full tank of gas unless it has been pre-paid. Please use the less expensive option.
6. Rental cars must be rented from a nationally recognized company (i.e. Hertz, Enterprise, etc.).
7. The rental agreement and the charge card receipt (if applicable) must be turned in with the expense request.
8. Insurance purchased when renting a vehicle may also be reimbursed.
9. 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.
10. 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).

E. Personal Car Usage

1. 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.
2. 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.
3. 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).
4. 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.

5. Reimbursement for mileage is prohibited between place of residence and assigned place of work.
6. 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.
7. When more than one employee travels in the same vehicle, only the driver may claim mileage reimbursement.
8. 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.
9. Airport parking fees are limited to $15 per day (ABIA economy lots are least expensive).
10. 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.
11. It is the responsibility of the employee to keep track of mileage.
12. Employees assigned to a County vehicle are not eligible for mileage reimbursement.
13. Operating and maintenance expenses, as well as other personal expenses (such as parking tickets, traffic violations, car repairs and collision damage) are not reimbursable.

F. Lodging

1. 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.
2. Lodging expenses are reimbursed only if travel is beyond a 45-mile radius from the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626.
3. Government rate or least expensive rate should be requested at all times.
4. 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.
5. Hotel accommodations require an itemized hotel folio as a receipt.
6. When lodging is shared by two or more employees, the names of the authorized travelers should be noted on the receipt.
7. Personal telephone charges, whether local or long distance, are not reimbursable.
8. Single room rate charge plus any applicable tax is reimbursable, no exceptions.
9. Valet parking is not allowed when self-park is available and accessible at the hotel, unless safety is a concern.
10. 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.
11. No food or beverage charges are allowed on the hotel folio.

G. Meals

1. Meals are reimbursable only for County business trips that are outside the County with the exception of:
    a. Commissioners Court meetings that extend beyond 1:00 p.m.
    b. Off-site staff development opportunities that are held within the County.

2. Meal reimbursements are limited as follows:

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

3. The reimbursement of meal costs for day-trips will be reimbursed on the employee's paycheck and will be processed as taxable income.
4. All meals not associated with an overnight stay are taxable.
5. 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.
6. Any meals related to business travel cannot be charged to the p-card except in certain cases, approved in advance by the Auditor.
7. Meal receipts are not required for per-diem.
8. Alcoholic beverages are not reimbursed.
9. If employment duties require traveling to alternate work locations within the County, meals are not reimbursable.
10. Meals purchased for entertainment/business purposes are not allowed.
11. Meal reimbursements are paid for County employees only.

H. Continuing Education & Training

1. 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.
2. 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.
3. Recertification of any required job-related certifications may be paid for by the County and are limited to two times for each renewal period.
4. 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.
5. Employees must have written approval from the Department Head/Elected Official for all second attempts for recertification.
6. The funds for these items must be available in the departments training budget.

I. Tuition Reimbursement

1. 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.
2. The training course(s) must provide skills and/or knowledge directly related to the job description.

3. A copy of the job description and the course description must be submitted with the approval request.
4. The funds for these items must be available in the appropriate department's training budget.
5. 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.
6. 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.

J. Off-Site Staff Development

1. 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.
2. 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.).
3. 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).
4. A list of attendees must be submitted for documentation as required by IRS Publication #463 (a sign-in sheet is required).
5. An agenda must also be submitted with expenses.

K. Seminars & Conferences

1. All training should be obtained at the closest possible location.
2. 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.
3. Only job-related training will be approved by the department involved.
4. 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.
5. Employees will not be reimbursed for registration fees until after the conference/training has taken place.
6. A receipt is required for all fees related to the conference/training.

L. NON-REIMBURSABLE EXPENSES

Personal Purchases

1. Damage to personal items (clothing, vehicle, etc.).
2. Personal phone calls.
3. Laundry services or personal clothing.
4. Personal doctor bills, prescriptions, and other medical services.
5. Entertainment, movie rentals, saunas, or exercise facilities.
6. Baby-sitter fees, personal kennel costs, pet or house-sitting fees.
7. Expenses incurred by a spouse or other individual accompany you on a business trip.

Meals, Food & Drinks

1. Coffee, tea, and other related items used by employees while in the office.
2. Alcoholic beverages/tobacco products.
3. Drinking water services.
4. Refreshments for office parties, retirements, etc. (Excludes Employee Fund Allowable Events).

Travel

1. Short-term or valet parking at the airport (other than short-term parking related to prison transports).
2. 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.
3. Non-Airport Parking: Valet service is not an option unless safety is a concern or self-park is not available.
4. Mileage to/from County functions not related to official County business (ex: retirement party).
5. Transportation to places of entertainment or similar personal activities.
6. Excessive weight baggage fees or cost associated with more than two airline bags.
7. Upgrades to airfare, hotel or car rental.

Miscellaneous

1. Expenses related to County Government Week or holiday decorations.
2. Flowers/Plants.
3. Greeting, thank you, or holiday cards.
4. Fines and/or penalties.
5. Credit card delinquency or service fees.
6. Lifetime memberships to any association.
7. Donations to other entities.
8. 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).
9. Sales tax on goods purchased.
10. Community outreach items exceeding $5 per item.
11. 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.

M. 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.

N. Other Expenses

1. A department may purchase small appliances (i.e. microwaves, refrigerators) for the convenience of their employees.
2. Bottled water and electrolytes may be purchased to provide hydration during hot months for employees working outdoors when it is needed but not accessible.
3. Only paid receipts will be reimbursed.
4. For additional details on ineligible expense items refer to the County Budget Order.
5. If a receipt is unattainable or is lost, a written statement must be submitted for the expense.
6. Detailed invoices are required for p-card charges. Order confirmations are not acceptable.
7. 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.

O. Employee Recognition Expenses

1. Employee recognition expenses should be nominal in nature and will only be reimbursed up to the amount designated in the Budget Order.
2. Employees can be taxed for these items.
3. In order to avoid an item being taxable, recognition items must clearly identify the purpose. The following purchases will be allowable:
4. Employee Recognition:
    a. Plaques, awards, or certificates of recognition for service
    b. Plaques, awards, or certificates of recognition for retirement
    c. Plaques, awards, or certificates of recognition for exemplary job performance
5. Employee requirements:
    a. $60 for employees with up to 15 years of service
    b. $120 for employees with more than 15 years of service
6. No reimbursement of sales tax will be allowed.
7. Refer any questions to the Auditor's Office for clarification of purchases in this area prior to incurring expenses.
8. 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.

Contact Office

Except as otherwise stated herein, the contact for questions or clarifications pertaining to this policy may be directed to the County Auditor's Office.

Email: accountspayable@wilco.org
Phone: 512-943-1500

Administrative Notes
Policy Class: Resource Management
Policy Family: Financial Management
Policy: Expenditure Policy

Revision History

Version	Date	Description
2.0	07/30/2024	Policy proposal for Commissioners Court Approval

Williamson County Human Resources
FY2025 Policy Manual Review
Overview of Proposed Updates Effective 10/01/2024

Page	Description of Updates
2	Notation excluding Civil Service from At Will Employment.
2	Expanded definition of temporary and seasonal employee status classification.
9	Bereavement: Addition of verbiage for clarification that accruals are avaialble to full-time employees only.
9	Civil Leave: Direction to expanded Military Leave policy.
12	Addition of expanded Military Leave policy .
22-26	Removal of Expenditure Guidelines from EPM, to be replaced by stand-alone Expenditure Policy document.
30	Compensation: Clarfication of timeline for underpayment corrections.
32	Position Salary Surplus: Update of budget cycle parameter dates.
33	Career Ladder Advancement: Update of budget cycle parameter dates.
34	Reclassification: Update of budget cycle parameter dates.
34	Footer: Nominal variance in salary changes may occur due to rounding in the HRIS system.
39	Non-discrimination/USERRA: Direction to newly-expanded Military Leave policy (page 12).
43	Attendance requirements: addition of reference to departmental policy, shift assignments and office hours.
48	Grievances: addition of Civil Service reference to Commission for procedure.
50-55	Removal of DOT policy from EPM, to be replaced by stand-alone DOT Drug & Alcohol Policy document.

Commissioners Court - Regular Session **40.**

Meeting Date: 07/30/2024

Award of RFP #24RFP52 Learning Management System to Cranium Holdings, Inc. dba Business Training Library, LLC "BizLibrary" for Human Resources

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on awarding RFP #24RFP52 Learning Management System to Cranium Holdings, Inc. dba Business Training Library, LLC "BizLibrary" in the amount of $155,320.00 and authorizing the execution of the agreement.

Background

The Purchasing Department solicited sealed bids under RFP #24RFP52 Learning Management System. There were over four thousand (4,000) invitations sent out, eighty-five (85) document takers and thirteen (13) submissions were received. The evaluation team recommends awarding #24RFP52 to BizLibrary due to their public sector references submitted, extensive original content, unique video-based micro-learning methods, customer service continuity, value-adds and overall learner experience. BizLibrary completed the response in its entirety, meets the requested scope of work and most closely aligns with the desired system attributes. The not-to-exceed amount is $155,320.00 per year. This contract will be for three (3) year contract with two (2) year optional renewals thereafter and additional renewal years for 2,000 licenses. Funding is from 01.0100.0503.004100. Department point of contact is Kayla Marek and Amanda Remster.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Award Letter

Scoring Summary

Agreement

Form 1295

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	07/23/2024 04:36 PM
County Judge Exec Asst.	Becky Pruitt	07/25/2024 11:59 AM
Form Started By: Barbi Hageman		Started On: 07/08/2024 09:56 AM
Final Approval Date: 07/25/2024		

HUMAN RESOURCES DEPARTMENT
Williamson County
100 Wilco Way, Suite HR 101
Georgetown, Texas 78626
Phone: 512-943-1533
Fax: 512-943-1535

Memorandum

DATE: June 26, 2024

SUBJECT: Vendor Selection #24RFP52

The Request for Proposal, RFP#24RFP52, for a county-wide learning management system received thirteen (13) submissions during the open procurement process. The vendors receiving the two (2) highest scored submissions then provided system demonstrations to and were interviewed by the evaluation team.

The evaluation team recommends selecting BizLibrary as the vendor for RFP#24RPF52. The team recommends BizLibrary due to their public sector references submitted, extensive original content, unique video-based micro-learning methods, customer service continuity, value-adds, and learner experience.

BizLibrary completed the response in its entirety, meets the requested scope of work, most closely aligns with the desired system attributes, and has an existing content library that best meets the needs of Williamson County employees.

The proposal made by BizLibrary was for $155,320/year with a three (3)-year contract and two (2) optional, additional renewal years for 2,000 licenses with unlimited access to all features of the platform and 13,000+ pieces of content.

Submitted,
RFP Evaluation Team

Scoring Summary 24RFP52 for Learning Management System

Active Submissions

	Total	Price	System Implementation	System Documentation, Tracking and Reporting	Specification Requirements
Supplier	**/ 100 pts**	**/ 25 pts**	**/ 20 pts**	**/ 25 pts**	**/ 25 pts**
BizLibrary	74.45 pts	1.7 pts	20 pts	24.4 pts	23.6 pts
Auzmor Inc	71.59 pts	3.94 pts	17.8 pts	23.2 pts	22.4 pts
Cornerstone OnDemand	60.83 pts	2.68 pts	14.6 pts	21 pts	17.8 pts
Atrixware LLC	59.9 pts	25 pts	7.6 pts	10.6 pts	13.2 pts
Open LMS	55.51 pts	3.21 pts	16.6 pts	18.8 pts	12.4 pts

	Total	Price	System Implementation	System Documentation, Tracking and Reporting	Specification Requirements
Supplier	**/ 100 pts**	**/ 25 pts**	**/ 20 pts**	**/ 25 pts**	**/ 25 pts**
TransAmerica Training Management, Inc.	55.31 pts	1.71 pts	13.4 pts	17.4 pts	18.8 pts
ATS	52.19 pts	10.99 pts	11.4 pts	11.6 pts	14.2 pts
TOPTALENT LEARNING	49.45 pts	0.85 pts	13.8 pts	13.4 pts	17.4 pts
MaxIT Corporation	44.33 pts	5.93 pts	11.6 pts	14.4 pts	9.4 pts
XCLAYMATION	37 pts	0 pts	11 pts	13.6 pts	10.4 pts
SNVA LLC	33.5 pts	0.5 pts	8 pts	8.6 pts	12.4 pts
Success Mantra llc	31 pts	0.25 pts	9 pts	12.2 pts	6.8 pts
JJ-Tech,corp	25.81 pts	1.81 pts	5.6 pts	8.8 pts	5.6 pts

	References
Supplier	**/ 5 pts**
BizLibrary	4.75 pts
Auzmor Inc	4.25 pts
Cornerstone OnDemand	4.75 pts
Atrixware LLC	3.5 pts
Open LMS	4.5 pts
TransAmerica Training Management, Inc.	4 pts
ATS	4 pts
TOPTALENT LEARNING	4 pts

	References
Supplier	**/ 5 pts**
MaxIT Corporation	3 pts
XCLAYMATION	2 pts
SNVA LLC	4 pts
Success Mantra llc	2.75 pts
JJ-Tech,corp	4 pts

Docusign Envelope ID: 26F5C3A9-8F20-4114-9B98-F4C31A77545F

COUNTY ADDENDUM
FOR
BIZLIBRARY

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 COUNTY ADDENDUM FOR BIZLIBRARY (hereinafter "Addendum") 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 **Cranium Holdings, Inc. dba Business Training Library, LLC** (hereinafter "BizLibrary"), both of which are referred to collectively herein as the parties. The County agrees to engage BizLibrary as an independent contractor, to provide certain services pursuant to the following terms, conditions, and restrictions:

I.

Incorporated Documents: This Addendum constitutes the entire agreement between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated include the following:

A. This Addendum;
B. 24RFP52 Learning Management Systems;
C. Master Subscription Agreement (Executed on September 26, 2023); and
D. BizLibrary Order Form (Quote No. Q-23230);

In the event of any inconsistency or conflict between the provisions of the documents listed above, the inconsistency or conflict shall be resolved by giving precedence to the documents in the preceding order.

II.

Effective Date and Term: This Addendum shall become effective on **October 1, 2024**, and shall continue till **September 30, 2027** ("Initial Term"), unless terminated earlier pursuant to this Addendum. At the end of the Initial Term, the parties shall have the option to renew by mutual agreement for two (2) additional one (1) year terms, with the terms and conditions remaining the same. The total period of this Addendum, including all terms, shall not exceed five (5) years.

Docusign Envelope ID: 26F5C3A9-8F20-4114-9B98-F4C31A77545F

III.

Consideration and Compensation; Prompt Payment Act: BizLibrary will be compensated based on a fix amount as set out in the BizLibrary Order Form. The not-to-exceed amount is One-Hundred Fifty-Five Thousand Three Hundred Twenty Dollars ($155,320.00) per fiscal year. All payments made by the County under this Addendum shall be made from current funds available to the County at each fiscal year.

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 agreement; (2) the date the performance of the service under the agreement is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Notwithstanding the foregoing or anything to the contrary in this Agreement, BizLibrary may suspend access to the Service if an invoice that has been submitted to the County is not paid by the 31st day of the following month. Interest charges for any overdue payments shall be paid by the County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of the County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

IV.

Tax Exemption: The Parties acknowledge that 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 BizLibrary upon request. Likewise, the County is neither liable for any taxes, charges, or fees assessed against BizLibrary for the supplies or products provided or any services rendered.

V.

Non-Appropriation: This Addendum is subject to the availability of funds. It is expressly understood and agreed that the County shall have the right to terminate this Addendum at the end of the County's fiscal year if the governing body of the County does not appropriate sufficient funds as determined by the County's budget for the fiscal year in question. The County may effect such termination by giving BizLibrary sixty (60) days written notice of termination before the end of its then-current fiscal year. Notwithstanding any other provision, such termination shall not constitute a default and shall be without penalty or further obligation to County.

VI.

Termination: This Addendum may be terminated at any time at the option of either party, without future or prospective liability for performance, upon giving thirty (30) days written notice thereof. In the event of termination under this section by the County, no fees shall be refundable.

VII.

Docusign Envelope ID: 26F5C3A9-8F20-4114-9B98-F4C31A77545F

Compliance With All Laws: BizLibrary 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 Addendum that are required by changes in federal, state, or local law or regulations are automatically incorporated into the Addendum without written amendment hereto and shall become effective on the date designed by such law or by regulation.

VIII.

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

IX.

No Agency Relationship: It is understood and agreed that BizLibrary shall not in any sense be considered a partner or joint venturer with the County, nor shall BizLibrary hold itself out as an agent or official representative of the County. BizLibrary shall be considered an independent contractor for the purpose of this Addendum and shall in no manner incur any expense or liability on behalf of the County other than what may be expressly allowed under this Addendum. 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 BizLibrary or failure to act relating to the services being provided.

X.

INDEMNIFICATION: TO THE FULLEST EXTENT PERMITTED BY LAW, BIZLIBRARY 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 REASONABLE ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS ADDENDUM 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.

XI.

Right to Audit: BizLibrary agrees that the County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Addendum, have access to and the right to examine and photocopy any and all books, documents, papers and records of BizLibrary which are directly pertinent to the services to be performed under this Addendum for the purposes of making audits, examinations, excerpts, and transcriptions. Any such audit shall be at the County's sole cost and expense. The County shall give BizLibrary reasonable advance notice of intended audits.

Docusign Envelope ID: 26F5C3A9-8F20-4114-9B98-F4C31A77545F

XII.

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

XIII.

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

XIV.

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 Addendum on behalf of the County.

WITNESS the signatures of all parties in duplicate originals to be effective as of the date mentioned above.

WILLIAMSON COUNTY:

_____
Authorized Signature

_____
County Judge/Presiding Officer

Date: _____ ____, 20____

CRANIUM HOLDINGS, INC.:

DocuSigned by:
Shannon Kluczny
D7FE6A974AA8413...
Authorized Signature

Shannon Kluczny
Printed Name

Date: July 26, 2024

Approved as to Legal Form
JACQUELINE LENTZ
General Counsel, Commissioners Court
Date: Jul 26 2024 Time: 12:13 pm

Reviewed by Contract Audit
SARA GREER, CGAP
Contract Auditor
Williamson County Auditor's Office
Date: Jul 26 2024 Time: 12:09 pm

DocuSign Envelope ID: 5BE74BFC-4C16-48F6-B63B-8CD50FF562F2

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2024-1183754

Date Filed:
07/03/2024

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Business Training Library LLC
Town and Country, MO United States

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

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.
#24RFP52
#24RFP52 Learning Management System

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

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

6 UNSWORN DECLARATION

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

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

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

Executed in St. Louis County, State of Missouri, on the 3 day of July, 2024.
(month) (year)

DocuSigned by:
Shannon Kluesner
D7FE6A074AA8413...
Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2024-1183754

Date Filed:
07/03/2024

Date Acknowledged:
07/08/2024

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

Business Training Library LLC
Town and Country, MO United States

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

Wilco Purchasing

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.

#24RFP52
#24RFP52 Learning Management System

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

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

6 UNSWORN DECLARATION

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

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

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

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

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

Commissioners Court - Regular Session **41.**

Meeting Date: 07/30/2024

Adoption of 2024-2025 Budget

Submitted For: Ashlie Holladay **Submitted By:** Ashlie Holladay, Budget Office

Department: Budget Office

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on advertising and setting a date for the public hearing on the 2024-2025 County budget for Tuesday, August 27th, 2024 at 9:30 AM.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	07/25/2024 08:39 AM
Form Started By: Ashlie Holladay		Started On: 07/22/2024 12:58 PM
Final Approval Date: 07/25/2024		

Commissioners Court - Regular Session **42.**

Meeting Date: 07/30/2024

Term Appointment List for Presiding Judges

Submitted By: Bridgette Escobedo, Elections

Department: Elections

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action to appoint the Presiding and Alternate Judges for a two-year appointment beginning on September 1, 2024, and ending on August 31, 2026.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Rep. Term Appt. List

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	07/25/2024 11:51 AM
Form Started By: Bridgette Escobedo		Started On: 07/25/2024 11:32 AM
Final Approval Date: 07/25/2024		

Republican Appointment of Judges for a Two Year Term
beginning on September 1, 2024 and ending on August 31, 2026

116	Min	Min	Edwards
117	Brenda	Brenda	Shie
118	Kathryn	Kathryn	Rightmyer
119	Michele	Michele	Sherwood
123	Jose	Richard	Zamora
135	Sonia	Sonia	McMasters
145	Christophe	Chris	Coglianese
147	Brooke	Brooke	Dixon
150	Richard	Rick	Masselink
150	Rhonda	Rhonda	Look
151	Debra	Debra	Damman
162	Julia	Julia	Lennous
163	Azucena	Azucena	Overman
163	Tracy	Tracy	Colello
175	Shannon	Shannon	Seeley
180	Rae Lynn	Rae Lynn	Tipping
184	Stephanie	Stephanie	Wiechman n
186	Bart	Bart	Bratcher
201	Bonnie	Bonnie	Meyer
201	Theresa	Terry	Gallegos
202	Katherine	Janell	Kelton
206	Lacie	Lacie	Karnauch

209	Gaylon	Gaylon	George
209	Lynn	Lynn	Brady
210	John	John	Travers
210	Melissa	Melissa	Engman
210	Pamela	Pam	Parker
244	Jennifer	Jennifer	Pollastro
244	Lynn	Lynn	Goad
252	Tyler	Tyler	Simpson
252	Susan	Sue	England
253	Trisha	Trisha	Dotson
259	John	John	Coronado
262	David	Ned	Moser
263	Barbara	Bobbi	Price
264	Janet	Janet	Hampton
266	Sandra	Sandy	Martin
266	David	David	Zaharias
267	James	James	Crabtree
277	Susan	Susan	Merrick
278	Cynthia	Cindy	Bright
283	Kristina	Kris	Plaster
287	Mary	Kathy	Duncan
301	James	James	Steele
306	George	George	Patterson
308	Donna	Donna	Johnson
309	Sharon	Sharon	O'Maley

309	Thomas	Tom	McDonagh
310	Arturo	Arturo	Moreno
314	Santa	Santina	Codomo
314	Alice	Alice	York
322	Perie	Rick	Pitts
332	**Araceli**	**Araceli**	**Santos**
341	Russell	Russ	Klinkenberg
343	Mark	Mark	Pavlovich
360	Cheryl	Cheryl	Small
368	Catherine	Cathey	Doss
368	Deborah	Debbie	Helms
368	Aaron	Aaron	Villanueva
371	Brad	Brad	Stutzman
372	Darryl	Darryl	Pool
379	Jerry	Jerry	Howard
381	Henry	Rocky	Stone
381	Ivy	Ivy	Braley
390	William	Chris	Moore
392	Suzette	Suzette	Hallen
393	Renaldo	Ron	Lares
394	William	Bill	Harron
396	Robert	Robert	Wemheuer
396	Sharon	Sharon	Duke
398	Carole	Carole	Leandra

410	Philip	Phil	Papick
411	Katherine	Kathy	McWhorter
411	Weldon	Weldon	Mersiovsky
412	Darlena	Darlena	Wills
413	Joe	Joe	Naizer
413	Virginia	Jenna	Hunt
415	Mary	Mary	Pavlat
415	Edwina	Edwina	Jesizek
420	Rachel	Chris	Covarrubias
420	Frances	Frances	Albert
425	Carolynn	Carolynn	Tannehill
427	Kristal	Kristal	Johnson
434	James	James	Wood
436	Ann	Ann	Jorgensen
456	Michael	Michael	Prillaman
470	Doris	Kay	Ledbetter
473	Thomas	Paul	Parker
482	Barbara	Barbara	McGary
489	Cynthia	Cindy	Turner
490	Alexis	Alex	Ortiz
491	Carl	Carl	Johnson

Early Voting Ballot Board Members

Karen	Clary	Presiding
Ronald	Wood	
Rosalie	Wood	
Damon	Clary	
Cathy	Cody	
Sharon	Fannin	
Darlena	Wills	
Deborah	Pipes	

Central Count Members

Pamela	Sherrin	Presiding
Monica	Harwig	

Commissioners Court - Regular Session **43.**

Meeting Date: 07/30/2024

NACO BA Rev 07.30.24

Submitted For: Ganae Hempe **Submitted By:** Ganae Hempe, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional revenues for the NACo Prescription Discount Card Program.

Background

Williamson County has participated in the free medication discount card program made available through NACo since July 2008. This program provides to consumers an average discount of 24% on medications not available through insurance programs, and may be made available to any County resident, without regard to income. There is no cost to participating counties. The contracted pharmacy benefits manager recoups cost through manufacturer rebate programs. Williamson County and Cities Health District (WCCHD) acts as the County's agent to administer the program, receive the bulk delivery of cards, and manage distribution. The NACo Board of Directors has approved a proposal which will allow counties to receive revenue through the NACo Prescription Discount Card Program. On April 24, 2012, Williamson County Commissioners approved a revised contract allowing revenue sharing, and approved for program revenues to be paid to WCCHD as reimbursement for locally administering the program.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.370500	Miscellaneous Revenue	$151.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	07/25/2024 08:22 AM
Form Started By: Ganae Hempe		Started On: 07/22/2024 08:31 AM
Final Approval Date: 07/25/2024		

Commissioners Court - Regular Session **44.**

Meeting Date: 07/30/2024

NACO BA Exp 07.30.24

Submitted For: Ganae Hempe **Submitted By:** Ganae Hempe, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional expenditures for the NACo Prescription Discount Card Program.

Background

Williamson County has participated in the free medication discount card program made available through NACo since July 2008. This program provides to consumers an average discount of 24% on medications not available through insurance programs, and may be made available to any County resident, without regard to income. There is no cost to participating counties. The contracted pharmacy benefits manager recoups cost through manufacturer rebate programs. Williamson County and Cities Health District (WCCHD) acts as the County's agent to administer the program, receive the bulk delivery of cards, and manage distribution. The NACo Board of Directors has approved a proposal which will allow counties to receive revenue through the NACo Prescription Discount Card Program. On April 24, 2012, Williamson County Commissioners approved a revised contract allowing revenue sharing, and approved for program revenues to be paid to WCCHD as reimbursement for locally administering the program.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0630.004921	Co Wide RX Disc Card Program	$151.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	07/25/2024 08:22 AM
Form Started By: Ganae Hempe		Started On: 07/22/2024 08:36 AM
Final Approval Date: 07/25/2024		

Commissioners Court - Regular Session **45.**

Meeting Date: 07/30/2024

Animal Shelter Donations BA Rev 07.30.24

Submitted For: Ganae Hempe **Submitted By:** Ganae Hempe, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment acknowledging additional revenues for the Williamson County Regional Animal Shelter Donation Fund.

Background

This is for donation collections for April 2024 through June 2024.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0546.0000.361300	Interest, Investments	$14,062.72
	0546.0000.367404	Animal Shelter Donations	$78,339.88
	0546.0000.367440	Jane's Fund Donations	$9,507.73
	0546.0000.367442	Play Yard Donations	$535.00
	0546.0000.367443	Heart Worm Trmt Donations	$5,206.00
	0546.0000.367445	SIT Team Donations	$863.00
	0546.0000.367447	Animal Transport Donations	$1,892.20
	0546.0000.367448	Kitten Care Donations	$2,680.67
	0546.0000.370150	Sales of Pet Care Products	$1,133.98

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	07/25/2024 08:23 AM
Form Started By: Ganae Hempe		Started On: 07/22/2024 08:56 AM
Final Approval Date: 07/25/2024		

Commissioners Court - Regular Session **46.**

Meeting Date: 07/30/2024

Animal Shelter Donations BA Exp 07.30.24

Submitted For: Ganae Hempe **Submitted By:** Ganae Hempe, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment acknowledging additional expenditures for the Williamson County Regional Animal Shelter Donation Fund.

Background

This is for donation collections for April 2024 through June 2024.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0546.0546.003510	Purchases for Resale	$1,293.20
	0546.0546.003670	Use of Donations	$89,339.16
	0546.0546.004100	Professional Services	$10,842.66
	0546.0546.004105	Foster Home Care	$3,057.05
	0546.0546.004231	Travel	$2,157.87
	0546.0546.004232	Training	$984.17
	0546.0546.004509	Facility Enhancements	$610.12
	0546.0546.004975	Animal Medical Care	$5,936.95

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	07/25/2024 08:23 AM
Form Started By: Ganae Hempe		Started On: 07/22/2024 08:58 AM
Final Approval Date: 07/25/2024		

Commissioners Court - Regular Session **47.**

Meeting Date: 07/30/2024

Winter Storm Mara Grant Award - Category B

Submitted By: Pam Navarrette, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and acknowledge a subgrant award from Federal Emergency Management Agency (FEMA) through the Texas Division of Emergency Management (TDEM) for the Winter Storm Mara for Emergency Protective Measures expenditures for grant number 4705DRTXP00000001 and project number 723541 in the amount of $59,882.30.

Background

The grant award covers the expenditures Williamson County has incurred for Category B (Emergency Protective Measures) in the amount of $59,882.30. Williamson County is responsible for a 25% match of the grant award and will receive $44,972.01. These funds were received in December 2023. The match was spent from General Fund in FY23 out of the disaster relief expenditure line. We request Commissioners Court to acknowledge the funds received for the purpose of recordkeeping.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

FEMA Award Letter for Category B

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	07/25/2024 08:45 AM
Form Started By: Pam Navarrette		Started On: 07/24/2024 09:06 AM
Final Approval Date: 07/25/2024		

October 27, 2023

Michael Shoe
Director Emergency Management
Williamson County
710 Main St. Suite 105
Georgetown TX, 78626

FIPS Number: 491-99491-00
UEI Number: C4BDCBLYNND6

RE: FEMA Public Assistance Grant 4705 – Severe Winter Storm Mara

Catalog of Federal Domestic Assistance (CFDA) Number 97.036
Federal Award Identification Number: 4705DRTXP00000001
FEMA Project Number: 723541
Project Title: 723541 - Emergency Protective Measures in response to Winter Storm Mara - County Wide
Period of Performance: 4/21/2023 to 10/21/2023

A FEMA Public Assistance subgrant has been awarded by Texas Division of Emergency Management (TDEM).

Project #: 00040						
Version / Amendment	**Federal Award Date**	**Total Subgrant Amount**	**Federal Cost Share Percentage**	**Federal Funds Obligated**	**Local Cost Share Percentage**	**Local Cost Share Amount**
0	10/5/2023	$59,882.30	75%	$44,911.73	25%	$14,970.57

Please Note: This award is not for research or development as defined in 2 Code of Federal Regulations (C.F.R.) § 200.87.

No indirect costs are available with this award. Direct Administrative Costs are allowable as outlined in the project scope. Management costs are allowable under a separate award for disasters declared on or after August 1, 2017.

A copy of the approved scope of work can be viewed at the version tab in GMS for this project at https://grants.tdem.texas.gov and is also attached for your convenience. If your project contains 406 Mitigation Proposal, it will also be attached and available at the version tab.

Your project worksheet may or may not have environmental and historical considerations and conditions that must be met. If your project has environmental and historical considerations, a copy of the Record of Environmental Consideration (REC) is attached and can be viewed at the version tab in GMS for this project as well.

The terms and conditions remain in effect as outlined in the original Grant Terms and Conditions, and any subsequent State amendments.

It is important that the Subrecipient read, understand, and comply with the scope of work and all terms and conditions. It is also vital that this information be disseminated to Subrecipient's staff and contractors that are involved in work related to administrative support or administration of the subgrant.

If changes are needed to the scope of the subaward, period of performance or costs associated to the subaward, the Subrecipient should immediately contact TDEM. No change will be considered made to the subaward until the Subrecipient is notified in writing by TDEM.

Should you wish to appeal any determination related to this project you must do so within 60 days of receipt of the notice of the action. If you elect to appeal, please submit your appeal with any documentation supporting your position directly to TDEM via the Grants Management System at https://grants.tdem.texas.gov within the allotted time. Here is the Project Appeal Job Aid for your guide Project Appeals Job Aid.

If you have any questions, please contact TDEM Recovery Coordinator, Charlotte Dangers at 512-415-2948 or email at charlotte.dangers@tdem.texas.gov or you may contact the TDEM Support Affiliate, Jaylun Brumfield, by phone at 713-751-5742 or by email at jaylun.brumfield@ey.com.

ATTACHMENTS:

Williamson County 4705 PW 00040 - FEMA Form 90-91.pdf

Williamson County 4705 PW 00040 – Memo of Record.pdf

PA-06-TX-4705-PW-00040(0) P	
Applicant Name:	Application Title:
WILLIAMSON (COUNTY)	723541 - Emergency Protective Measures in response to Winter Storm Mara - County Wide
Period of Performance Start:	Period of Performance End:
04-21-2023	10-21-2023

Bundle Reference # (Amendment #)	Date Awarded
PA-06-TX-4705-PW-00040(25)	10-05-2023

Subgrant Application - FEMA Form 90-91

Note: The Effective Cost Share for this application is 75%

FEDERAL EMERGENCY MANAGEMENT AGENCY **PROJECT WORKSHEET**								
DISASTER					PROJECT NO. 723541	PA ID NO. 491-99491-00	DATE 09-01-2023	CATEGORY B
FEMA	4705	-	DR	-TX				
APPLICANT: WILLIAMSON (COUNTY)							WORK COMPLETE AS OF: 09-01-2023 : 100 %	
Site 1 of 1								
DAMAGED FACILITY: Damage # 1332986; Emergency Protective Measures (County-Wide Emergency Response)							COUNTY: Williamson	
LOCATION: PA-06-TX-4705-PW-00040(0): County- Wide Williamson County Current Version:							LATITUDE:	LONGITUDE:

DAMAGE DESCRIPTION AND DIMENSIONS:

PA-06-TX-4705-PW-00040(0):
The Disaster #4705DR, which occurred between 1/30/2023 and 2/2/2023 , caused:

Damage # 1332986; Emergency Protective Measures (County-Wide Emergency Response)

During the incident period of 1/30/2023 through 2/2/2023, a(n) Winter Storm created an immediate threat to the health and safety of the general public requiring emergency response and protective measures.

Provided Emergency Protective Measures for Winter Storm to protect for the immediate threat to the lives, health and safety of the general public and/or lessen the immediate threats of significant additional damages to improved property at Williamson County from 1/30/2023 to 2/2/2023.

Current Version:

SCOPE OF WORK:

PA-06-TX-4705-PW-00040(0):
1332986 County-Wide Emergency Response

Cost Share for this version is 75%. All work and costs in this project fall between 01/30/2023 and 02/02/2023.

Work Completed

The applicant utilized force account labor, equipment, and materials for the Emergency Protective Measures.

Williamson Co.

A. Utilized force account labor OT for clearing roadways, directed traffic and patrol.

B. Utilized force account equipment such as gas pumps, pickup trucks and dump trucks for clearing roadways, directed traffic and patrol and

provided temporary generators for the radio towers to maintain the communication between the emergency response team.

C. Purchased and distributed meals for emergency response team.

1. Force Account Labor OT: 74 budgeted employees – 979.75 hours - $47,355.21

2. Force Account Equipment: 26 pieces of equipment – 341.58 hours - $12,104.86

3. Materials: $422.23

Work Completed Totals:

1. Force Account Labor OT: $47,355.21

2. Force Account Equipment: $12,104.86

3. Materials: $422.23

Work Completed Total: $59,882.30

Project Notes:

1. All costs associated with this project have been validated, see attachment labeled Revised State Mutual Aid Reimbursement Forms CAT B EmerProtectiveMeasures.xlsx

2. Payroll policy has been provided. See attachment labeled DR-4704-TX Williamson County Pay and OT Policy.pdf

3. No type of Mutual Aid Agreement was used by the Applicant.

4. No ground disturbance occurred while placing the temporary generators for the radio towers.

Current Version:

Does the Scope of Work change the pre-disaster conditions at the site? ☐ Yes ☑ No	Special Considerations included? ☐ Yes ☑ No
Hazard Mitigation proposal included? ☐ Yes ☑ No	Is there insurance coverage on this facility? ☐ Yes ☑ No

PROJECT COST

ITEM	CODE	NARRATIVE	QUANTITY/UNIT	UNIT PRICE	COST
		*** Version 0 ***			
		Work Completed			
1	9007	Labor	1/LS	$ 47,355.21	$ 47,355.21
2	9008	Equipment	1/LS	$ 12,104.86	$ 12,104.86
3	9009	Material	1/LS	$ 422.23	$ 422.23
				TOTAL COST	$ 59,882.30
				Version Project Cost	$ 59,882.30

PREPARED BY Thomas A Downs	TITLE PDMG	SIGNATURE
APPLICANT REP. Pamela Navarrette	TITLE Assistant Financial Director	SIGNATURE

View Application

FEMA Environmental Planning and Historic Preservation Memo for Record for Review of Public Assistance Emergency Protective Measures Activities (Category B)

On March 10, 2023, the Acting Director of the Office of Environmental Planning and Historic Preservation (OEHP) signed a memorandum to ensure consistent reviews of FEMA's Public Assistance-funded Emergency Protective Measures (EPM) projects across all ten (10) Regions and (4) Consolidated Resource Centers (CRCs). Therefore, this memo for record (MFR) documents Environmental and Historic Preservation (EHP) decision-making of the EPM projects reviewed by qualified EHP staff at the CRCs. OEHP has determined that these activities have no potential to affect EHP resources and are Statutorily Excluded from NEPA. For more information on specific response actions excluded from NEPA by the Stafford Act, see 42 U.S.C. § 5170.

Declaration Number/State: 4705DR-TX

Project Number: 723541

Project Description: In accordance with sections 403 and 502 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. 5121-5207 (the "Stafford Act"), eligible emergency protective measures taken to respond before, during, and after an incident to eliminate or lessen immediate threats to life, public health, or safety may be reimbursed under Category B of FEMA's Public Assistance program. FEMA may provide assistance for emergency protective measures including, but not limited to, the following, if not funded by another federal agency:

Activities to Eliminate Threats to Life, Public Health, and Safety

- ☐ **Emergency Communications** Examples include hand-held radios, hiring additional dispatchers, etc.) *This does not include installation of temporary towers, or any activity that would cause building alteration or ground disturbance.*
- ☐ **Dissemination of Information to the Public** Examples include passing of flyers, translations, ads on tv, radio, etc. or call centers with no building modifications. *This does not include installation of physical signs where there is permanent alteration of the attached surface or ground disturbance.*
- ☑ **Policing Activities** Examples include manning roadblocks and fueling stations, providing security, patrolling, guarding public assets, distributing food/water and other resources, martial law, etc.
- ☐ **Firefighting Activities** Example: Power station catches on fire due to power disruption from hurricane. *This EXCLUDES wildfire suppression.*
- ☑ **Traffic Control Activities** Examples include road closures and deployment of barricades and traffic signage for detours, and labor to direct traffic.
- ☐ **Search and Rescue Activities** (including labor and equipment) Examples include welfare checks and relocation of abandoned vehicles blocking roadways), etc.

- [x] **Debris Clearance from Right-of-Ways (ROWs) to provide emergency access (Cut and Toss):** The PAPPG (Version 4) defines debris clearance as the clearance of debris to allow passage only. It is often referred to as "cut and toss" or "push". *Emergency clearance does not include hauling or disposing of debris to a temporary or final disposal site (Category A), nor does it include removal or trimming of live trees/limbs/vegetation or the removal of hazardous trees/limbs that do not block emergency access.*
- [ ] **Positioning of Resources** (including non-ground disturbing pre-disaster preparations) Examples include securing trash receptacles, fueling generators, closing floodgates, installing/deploying flood panels/barriers (temporary and non-ground disturbing), mobilizing ambulances, etc.
- [ ] **Purchase and Distribution of Supplies and Commodities for Applicant and/or Survivor Use** (Commodities such as food, water, ice, personal hygiene items, cots, blankets, etc.) (Safety equipment, personal protective equipment, radios, power tools, tarps, etc.) *This does not include the purchase of sand nor the installation of tarps.*
- [ ] **Emergency Operations Center (EOC) Facility Operations Costs** (including utilities, leasing, supplies, and meals; does not include the construction of temporary facilities) *This does not include the construction of temporary facilities.*
- [ ] **Emergency Medical Care** (including transport, and delivery/distribution of medical supplies and the purchase and use of self-contained mobile medical care units on wheels (drivable))
- [ ] **Evacuation and Associated Emergency Sheltering** (including transportation, security, and costs to staff, supply, and operate) *This does not include construction of emergency shelters.* (Includes household pet or service animal sheltering or containment. *This does not include livestock such as horses, pigs, goats, sheep, cattle, or vet care for same.*)
- [x] **Meals and Lodging (hotels) & Transportation for Emergency Workers/First Responders**
- [ ] **Mass Feeding Operations** (not associated with EOCs or shelters)
- [ ] **Increased Operating Costs** Examples include running generators at a hospital or police station, fuel for increased use of a pumping station, winterizing a building, etc.
- [x] **Use/Lease of Temporary Portable Generators or Fixed Generators in place before the event** *This does not include the permanent installation of new generators.*
- [ ] **Use of Temporary, Free-Standing Fencing**
- [ ] **Snow Removal Activities** (except hauling and dumping of snow)
- [ ] **Mass Mortuary Services and Storage of Human Remains** (if activities do not involve ground disturbance or use of fill) Example: temporary use of refrigerated tractor trailers
- [ ] **Child Care Services**
- [ ] **Air/Water Quality Testing** T*his does not include testing for asbestos.*
- [ ] **Use of Portable Toilets and Handwashing Stations** (when placed upon paved or gravel surfaces and serviced by licensed contractors)

Activities to Protect Improved Property

- [ ] **Safety Inspections** Examples include inspection of schools, buildings, roadways, etc.
- [ ] **Clearing Blockages from Water/Sewer Lines** (to prevent further damage from flooding when this does not constitute removal of debris from the site) *This does not include the flushing of culverts and other work in a stream/channel.*

☐ **Emergency Repairs to Equipment** (if no ground is disturbed) Examples include repair to pumps, fixed generators, vehicles, residential electrical meters, lift stations, etc.

☐ **Monitoring Pumps** (labor to oversee that pumps are working properly; applies to both permanently fixed and portable pumps) *This does not include the act of pumping or installation of pumps.*

☐ **Interior Cleaning** Activities are *limited* to mopping and wiping surfaces, usage of household cleaners, fans, and dehumidification.

☐ **Post-disaster Re-installation/Reversal of EPM** (where nails, paint or other minor or major construction is NOT needed) Examples include taking down hurricane shutters, putting back awnings and sunshades, removal of flood barriers, etc.

Other EPM Costs

☐ **Administration, Training, and Management Activities**

☐ **IT Support**

☐ **Donated Resources** (when part of a Category B project)

☐ **Other** (*only when approved by OEHP CRC EHP Coordinator*)

I. National Environmental Policy Act Determination

The above described activities are emergency in nature and are necessary for meeting immediate threats to life and property. In accordance with Section 316 of the Stafford Act, these activities shall not be deemed a major Federal action significantly affecting the quality of the human environment. This action is statutorily excluded from National Environmental Policy Act (NEPA) review. Individual project proposals for further action that may result after the initial emergency protective action or response is taken may be subject to future NEPA review.

II. Section 106 of the National Historic Preservation Act Determination

Pursuant to Section 106 of the National Historic Preservation Act and its implementing regulations at 36 CFR Part 800, FEMA has determined that these activities do not have the potential to cause effects to historic properties, assuming such historic properties were present, in accordance with 36 CFR § 800.3(a)(1); or the project is an immediate rescue and salvage operations to preserve life or property and therefore exempt from the provisions of Section 106 per 36 CFR § 800.12(d).

III. Endangered Species Act Determination

These activities have been evaluated by FEMA and found to have No Effect to federally listed species and/or designated critical habitat. Under Section 7 of the Endangered Species Act (ESA), if an action does not have the potential to affect listed species and/or designated critical habitat, a No Effect determination is made. As such, a programmatic No Effect determination has been made for these activities. Per the ESA regulations, notification to, and consultation with, the U.S. Fish and Wildlife Service and/or the National Marine Fisheries Service are not required for activities with a No Effect determination. This memorandum functions as FEMA's internal compliance documentation and no additional review is required under Section 7 of the ESA.

IV. Compliance Review for Other Environmental Laws

FEMA has determined that these activities do not have the potential for effects under the following laws and Executive Orders (EO): Coastal Barrier Resources Act, Clean Water Act, Coastal Zone Management Act, Fish and Wildlife Coordination Act, Clean Air Act, Farmland Protection Policy Act, Migratory Bird Treaty Act, Magnuson-Stevens Fishery Conservation and Management Act, Wild and Scenic Rivers Act, EO 11988, EO 11990 and EO 12898.

V. Approvals

CRC EHP Reviewer Name:

Terah O. Isiahiliza, Environmental Protection Specialis

Signature_____ Date _____

Commissioners Court - Regular Session **48.**

Meeting Date: 07/30/2024

Winter Storm Mara Grant Award - Category E

Submitted By: Pam Navarrette, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on a subgrant award from Federal Emergency Management Agency (FEMA) through the Texas Division of Emergency Management (TDEM) for the Winter Storm Mara for Building Damage (Category E) expenditures for grant number 4705DRTXP00000001 and project number 723542 in the amount of $179,888.05.

Background

The grant award covers expenditures Williamson County has incurred for Category E (Building Damage). The building damage expenditures has non-covered insurance building damage claims and mitigation for the Radio Towers. The mitigation for the radio towers was awarded to install ice shields to prevent damage to the components on the radio towers in future ice storm events. Williamson County is responsible for 25% match of the grant award and will receive up to $134,916.04 after work is complete. The match will be funded by the Radio Communication System (RCS) fund.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

FEMA Award Letter for Category E

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	07/25/2024 08:45 AM
Form Started By: Pam Navarrette		Started On: 07/24/2024 09:20 AM
Final Approval Date: 07/25/2024		

TDEM
THE TEXAS A&M UNIVERSITY SYSTEM

06/19/2024

Bruce Clements
Director of Emergency Management
Williamson County
710 South Main Street, Suite 301
Georgetown, TX, 78626

FIPS Number: 491-99491-00
UEI Number: C4BDCBLYNND6

RE: FEMA Public Assistance Grant 4705 – Severe Winter Storm Mara

Catalog of Federal Domestic Assistance (CFDA) Number 97.036
Federal Award Identification Number: 4705DRTXP00000001
FEMA Project Number: 723542
Project Title: Damages to facilities and equipment County-wide due to Winter Storm Mara
Period of Performance: 04/21/2023 to 10/21/2024

A FEMA Public Assistance subgrant has been awarded by Texas Division of Emergency Management (TDEM).

Project #: 156						
Version / Amendment	**Federal Award Date**	**Total Subgrant Amount**	**Federal Cost Share Percentage**	**Federal Funds Obligated**	**Local Cost Share Percentage**	**Local Cost Share Amount**
0	06/13/2024	$179,888.05	75.00%	$134,916.04	25.00%	$44,972.01

Please Note: This award is not for research or development as defined in 2 Code of Federal Regulations (C.F.R.) § 200.87.

No indirect costs are available with this award. Direct Administrative Costs are allowable as outlined in the project scope. Management costs are allowable under a separate award for disasters declared on or after August 1, 2017.

A copy of the approved scope of work can be viewed at the version tab in GMS for this project at https://grants.tdem.texas.gov and is also attached for your convenience. If your project contains 406 Mitigation Proposal, it will also be attached and available at the version tab.

Your project worksheet may or may not have environmental and historical considerations and

conditions that must be met. If your project has environmental and historical considerations, a copy of the Record of Environmental Consideration (REC) is attached and can be viewed at the version tab in GMS for this project as well.

The terms and conditions remain in effect as outlined in the original Grant Terms and Conditions, and any subsequent State amendments.

It is important that the Subrecipient read, understand, and comply with the scope of work and all terms and conditions. It is also vital that this information be disseminated to Subrecipient's staff and contractors that are involved in work related to administrative support or administration of the subgrant.

If changes are needed to the scope of the subaward, period of performance or costs associated to the subaward, the Subrecipient should immediately contact TDEM. No change will be considered made to the subaward until the Subrecipient is notified in writing by TDEM.

Should you wish to appeal any determination related to this project you must do so within 60 days of receipt of the notice of the action. If you elect to appeal, please submit your appeal with any documentation supporting your position directly to TDEM via the Grants Management System at https://grants.tdem.texas.gov within the allotted time. Here is the Project Appeal Job Aid for your guide Project Appeals Job Aid.

If you have any questions, please contact TDEM Recovery Coordinator, Matthew Weeks at (979) 204-3456 or email at matthew.weeks@tdem.texas.gov or you may contact the TDEM Support Affiliate, Alex Wiese, by phone at (314) 780-4041 or by email at alex.w.wiese@ey.com.

ATTACHMENTS: FEMA FORM 90-91, Record of Environmental Consideration, Hazard Mitigation Proposal

PA-06-TX-4705-PW-00156(0) P	
Applicant Name:	Application Title:
WILLIAMSON (COUNTY)	723542 - Damages to facilities and equipment County-wide due to Winter Storm Mara
Period of Performance Start:	Period of Performance End:
04-21-2023	10-21-2024

Bundle Reference # (Amendment #)	Date Awarded
PA-06-TX-4705-PW-00156(161)	06-13-2024

Subgrant Application - FEMA Form 90-91

Note: The Effective Cost Share for this application is 75%

FEDERAL EMERGENCY MANAGEMENT AGENCY
PROJECT WORKSHEET

DISASTER					PROJECT NO.	PA ID NO.	DATE	CATEGORY
FEMA	4705	-	DR	-TX	723542	491-99491-00	03-27-2024	E

APPLICANT: WILLIAMSON (COUNTY)	WORK COMPLETE AS OF: 03-27-2024 : 100 %

Site 1 of 9

DAMAGED FACILITY: Damage #1332987; Rabbit Hill Tower	COUNTY: Williamson

LOCATION: PA-06-TX-4705-PW-00156(0): 1050 Rabbit Hill Rd Georgetown, TX 78628 Current Version:	LATITUDE: 30.58675	LONGITUDE: -97.68217

DAMAGE DESCRIPTION AND DIMENSIONS:

PA-06-TX-4705-PW-00156(0):
The Disaster #4705DR, which occurred between 1/30/2023 and 2/2/2023 , caused:
Damage #1332987; Rabbit Hill Tower
General Facility Information:
Facility Type: Vehicle or Equipment Only
Location Description: 1050 Rabbit Hill Rd Georgetown, TX 78628
GPS Latitude/Longitude: 30.58675, -97.68217
General Damage Information:
Date Damaged: 2/2/2023 to 2/14/2023
Cause of Damage: Thawing ice from winter storm fell off from radio tower onto components below.
Vehicle or Equipment Damage:
Equipment, 5.925-7.125 GHz Waveguide EW63 waveguard coaxial cable , 600 FT long, Thawing ice from winter storm fell off from radio tower onto components below., 100% work completed.
Equipment, 3 each of 5.925 -7.125 GHz, grey, CPR137G flange, round 6ft Antenna , Thawing ice from winter storm fell off from radio tower onto components below., 100% work completed.
Equipment, 1 each of Shelter awning , 2 FT long x 4 FT wide, Thawing ice from winter storm fell off from radio tower onto components below., 100% work completed.

Current Version:

SCOPE OF WORK:

PA-06-TX-4705-PW-00156(0):
1332987 Rabbit Hill Tower
Work Completed

The applicant utilized force account labor and contracts for the repairs to Rabbit Hill Tower to restore this facility.

Williams County

A. Provided labor for repairs to tower

1. Force account labor: 3 Laborer(s) 34.58 hours $1,951.46

Contract

A. Replaced 5.925-7.125 GHz Waveguide EW63 waveguard coaxial cable

B. Replaced 3 each of 5.925 -7.125 GHz, grey, CPR137G flange, round 6ft Antenna

C. Replaced 1 each of Shelter awning

1. Replacement parts and labor- Contract: $52,764.00

Work Completed Totals

1. Force Account Labor: 3 Laborer(s) 34.58 hours $1,951.46

2. Contracts: $52,764.00

Work Completed Total: $54,715.46

Project Notes:

1. In accordance with FEMA's 422 Simplified Procedures, the project scope and cost were developed based on Applicant provided Cost Summaries/Estimates and certified by the Applicant using the Small Permanent Work Project Certifications and Acknowledgements form located in the Essential Elements of Information.

2. The Damaged Date listed is outside the incident period, as this was when the ice formed melted, causing the damage to the towers.

Current Version:

Site 2 of 9

DAMAGED FACILITY:	COUNTY: Williamson	
Damage #1332988; Fire Lane Tower		
LOCATION:	LATITUDE: 30.52722	LONGITUDE: -97.86236
PA-06-TX-4705-PW-00156(0): 1302 Fire Ln Cedar Park, TX 78613		
Current Version:		

DAMAGE DESCRIPTION AND DIMENSIONS:

PA-06-TX-4705-PW-00156(0):
Damage #1332988; Fire Lane Tower
General Facility Information:
Facility Type: Vehicle or Equipment Only
Location Description: 1302 Fire Ln Cedar Park, TX 78613
GPS Latitude/Longitude: 30.52722, -97.86236
General Damage Information:
Date Damaged: 2/2/2023 to 2/14/2023
Cause of Damage: Thawing ice from winter storm fell off from radio tower onto components below.
Vehicle or Equipment Damage:
Equipment, 1 each of 5.925 -7.125 GHz, grey, CPR137G flange, round 6ft Antenna , Thawing ice from winter storm fell off from radio tower onto components below., 100% work completed.
Equipment, 1 each of LED Security light, 6 IN long x 12 IN wide, Thawing ice from winter storm fell off from radio tower onto components below., 100% work completed.
Equipment, Waveguide EW63 waveguard coaxial cable , 560 FT long, Thawing ice from winter storm fell off from radio tower onto components below., 100% work completed.

Current Version:

SCOPE OF WORK:

PA-06-TX-4705-PW-00156(0):

1332988 Fire Lane Tower
Work Completed

The applicant utilized force account labor and contracts for the repairs to Fire Lane Tower to restore this facility.

Williams County

A. Provided labor for repairs to tower

1. Force account labor: 3 Laborer(s) 34.58 hours $1,951.47

Contract

A. Replaced 1 each of 5.925 -7.125 GHz, grey, CPR137G flange, round 6ft Antenna

B. Replaced 1 each of LED Security light

C. Replaced Waveguide EW63 waveguard coaxial cable, 560 FT long

1. Replacement parts and labor- Contract: $27,863.00

Work Completed Totals

1. Force Account Labor: 3 Laborer(s) 34.58 hours $1,951.47

2. Contracts: $27,863.00

Work Completed Total: $29,814.47

Current Version:

Site 3 of 9

DAMAGED FACILITY: Damage #1332989; Carlson Tower	COUNTY: Williamson	
LOCATION: PA-06-TX-4705-PW-00156(0): 151 Carlson Rd, Georgetown, TX Current Version:	LATITUDE: 30.62326	LONGITUDE: -97.64268

DAMAGE DESCRIPTION AND DIMENSIONS:

PA-06-TX-4705-PW-00156(0):
Damage #1332989; Carlson Tower
General Facility Information:
Facility Type: Vehicle or Equipment Only
Location Description: 151 Carlson Rd, Georgetown, TX
GPS Latitude/Longitude: 30.62326, -97.64268
General Damage Information:
Date Damaged: 2/2/2023 to 2/14/2023
Cause of Damage: Thawing ice from winter storm fell off from radio tower onto components below.
Vehicle or Equipment Damage:
Equipment, 15 SF of fiberglass panel, 3 FT long x 5 FT wide, Thawing ice from winter storm fell off from radio tower onto components below., 100% work completed.

Current Version:

SCOPE OF WORK:

PA-06-TX-4705-PW-00156(0):
1332989 Carlson Tower
Work Completed

The applicant utilized force account labor and contracts for the repairs to Carlson Tower to restore this facility to its pre-disaster design, function and capacity (in-kind) within the existing footprint.

Williams County

A. Provided labor for repairs to tower

1. Force account labor: 3 Laborer(s) 34.58 hours $1,951.47

Contract

A. Replaced 15 SF of fiberglass panel

1. Replacement parts and labor- Contract: $5,059.00

Work Completed Totals

1. Force Account Labor: 3 Laborer(s) 34.58 hours $1,951.47

2. Contracts: $5,059.00

Work Completed Total: $7,010.47

Current Version:

Site 4 of 9

DAMAGED FACILITY: Damage #1332990; Cougar Country Tower	COUNTY: Williamson	
LOCATION: PA-06-TX-4705-PW-00156(0): 1900 Cougar Country Rd Cedar Park, TX 78613 Current Version:	LATITUDE: 30.52817	LONGITUDE: -97.86133

DAMAGE DESCRIPTION AND DIMENSIONS:

PA-06-TX-4705-PW-00156(0):
Damage #1332990; Cougar Country Tower
General Facility Information:
Facility Type: Vehicle or Equipment Only
Location Description: 1900 Cougar Country Rd Cedar Park, TX 78613
GPS Latitude/Longitude: 30.52817, -97.86133
General Damage Information:
Date Damaged: 2/2/2023 to 2/14/2023
Cause of Damage: Thawing ice from winter storm fell off from radio tower onto components below.
Vehicle or Equipment Damage:
Equipment, 1 each of Fiberglass panel, 2 FT long x 3 FT wide, Thawing ice from winter storm fell off from radio tower onto components below., 100% work completed.
Equipment, 2 each of 5.925 -7.125 GHz, grey, CPR137G flange, round 6ft Antenna , Thawing ice from winter storm fell off from radio tower onto components below., 100% work completed.
Equipment, Waveguide EW63 waveguard coaxial cable , 500 FT long, Thawing ice from winter storm fell off from radio tower onto components below., 100% work completed.

Current Version:

SCOPE OF WORK:

PA-06-TX-4705-PW-00156(0):
1332990 Cougar Country Tower
Work Completed

The applicant utilized force account labor and contracts for the repairs to Cougar Country Tower to restore this facility.

Williams County

A. Provided labor for repairs to tower

1. Force account labor: 3 Laborer(s) 34.58 hours $1,951.47

Contract

A. Replaced 1 each of Fiberglass panel

B. Replaced 2 each of 5.925 -7.125 GHz, grey, CPR137G flange, round 6ft Antenna

C. Replaced Waveguide EW63 waveguard coaxial cable, 500 FT long

1. Replacement parts and labor- Contract: $37,053.00

Work Completed Totals

1. Force Account Labor: 3 Laborer(s) 34.58 hours $1,951.47

2. Contracts: $37,053.00

Work Completed Total: $39,004.47

Current Version:

Site 5 of 9

DAMAGED FACILITY:	COUNTY: Williamson	
Damage #1332991; Tower Rd Tower		
LOCATION:	LATITUDE:	LONGITUDE:
PA-06-TX-4705-PW-00156(0): 2141 Tower Road Liberty Hill, TX 78642	30.67604	-97.81325
Current Version:		

DAMAGE DESCRIPTION AND DIMENSIONS:

PA-06-TX-4705-PW-00156(0):
Damage #1332991; Tower Rd Tower
General Facility Information:
Facility Type: Vehicle or Equipment Only
Location Description: 2141 Tower Road Liberty Hill, TX 78642
GPS Latitude/Longitude: 30.67604, -97.81325
General Damage Information:
Date Damaged: 2/2/2023 to 2/14/2023
Cause of Damage: Thawing ice from winter storm fell off from radio tower onto components below.
Vehicle or Equipment Damage:
Equipment, 1 each of 3/4in Flextight conduit Conduit, 6 FT long, Thawing ice from winter storm fell off from radio tower onto components below., 100% work completed.
Equipment, barb wire Fence, 20 FT long, Thawing ice from winter storm fell off from radio tower onto components below., 100% work completed.
Equipment, 2 each of 5.925 -7.125 GHz, grey, CPR137G flange, round 6ft Antenna , Thawing ice from winter storm fell off from radio tower onto components below., 100% work completed.
Equipment, Waveguide EW63 waveguard coaxial cable , 430 FT long, Thawing ice from winter storm fell off from radio tower onto components below., 100% work completed.

Current Version:

SCOPE OF WORK:

PA-06-TX-4705-PW-00156(0):
1332991 Tower Rd Tower
Work Completed

The applicant utilized force account labor and contracts for the repairs to Tower Road Tower to restore this facility.

Williams County

A. Provided labor for repairs to tower

1. Force account labor: 3 Laborer(s) 34.58 hours $1,951.47

Contract

A. Replaced 1 each of 3/4in Flextight conduit Conduit, 6 FT long

B. Replaced barb wire Fence, 20 FT long

C. Replaced 2 each of 5.925 -7.125 GHz, grey, CPR137G flange, round 6ft Antenna

D. Replaced Waveguide EW63 waveguard coaxial cable , 430 FT long

1. Replacement parts and labor- Contract: $45,577.00

Work Completed Totals

1. Force Account Labor: 3 Laborer(s) 34.58 hours $1,951.47

2. Contracts: $45,577.00

Work Completed Total: $47,528.47

Current Version:

Site 6 of 9

DAMAGED FACILITY: Damage #1332992; Liberty Hill Tower	COUNTY: Williamson	
LOCATION: PA-06-TX-4705-PW-00156(0): 5251 County Road 200 Liberty Hill, TX 78642 Current Version:	LATITUDE: 30.74718	LONGITUDE: -97.94334

DAMAGE DESCRIPTION AND DIMENSIONS:

PA-06-TX-4705-PW-00156(0):
Damage #1332992; Liberty Hill Tower
General Facility Information:
Facility Type: Vehicle or Equipment Only
Location Description: 5251 County Road 200 Liberty Hill, TX 78642
GPS Latitude/Longitude: 30.74718, -97.94334
General Damage Information:
Date Damaged: 2/2/2023 to 2/14/2023
Cause of Damage: Thawing ice from winter storm fell off from radio tower onto components below.
Vehicle or Equipment Damage:
Equipment, 1 each of fiberglass panel, 2 FT long x 3 FT wide, Thawing ice from winter storm fell off from radio tower onto components below., 100% work completed.
Equipment, 1 each of 5.925 -7.125 GHz, grey, CPR137G flange, round 6ft Antenna , Thawing ice from winter storm fell off from radio tower onto components below., 100% work completed.
Equipment, Waveguide EW63 wave guard coaxial cable, 610 FT long, Thawing ice from winter storm fell off from radio tower onto components below., 100% work completed.

Current Version:

SCOPE OF WORK:

PA-06-TX-4705-PW-00156(0):
1332992 Liberty Hill Tower
Work Completed

The applicant utilized force account labor and contracts for the repairs to Liberty Hill Tower to restore this facility.

Williams County

A. Provided labor for repairs to tower

1. Force account labor: 3 Laborer(s) 34.58 hours $1,951.47

Contract

A. Replaced 1 each of fiberglass panel, 2 FT long x 3 FT wide

B. Replaced 1 each of 5.925 -7.125 GHz, grey, CPR137G flange, round 6ft Antenna

C. Replaced Waveguide EW63 wave guard coaxial cable, 610 FT long

1. Replacement parts and labor- Contract: $27,025.00

Work Completed Totals

1. Force Account Labor: 3 Laborer(s) 34.58 hours $1,951.47

2. Contracts: $27,025.00

Work Completed Total: $28,976.47

Current Version:

Site 7 of 9

DAMAGED FACILITY: Damage #1332993; Granger Tower	COUNTY: Williamson	
LOCATION: PA-06-TX-4705-PW-00156(0): 5690 County Rd 327 Granger, TX 76530 Current Version:	LATITUDE: 30.71944	LONGITUDE: -97.50741

DAMAGE DESCRIPTION AND DIMENSIONS:

PA-06-TX-4705-PW-00156(0):
Damage #1332993; Granger Tower
General Facility Information:
Facility Type: Vehicle or Equipment Only
Location Description: 5690 County Rd 327 Granger, TX 76530
GPS Latitude/Longitude: 30.71944, -97.50741
General Damage Information:
Date Damaged: 2/2/2023 to 2/14/2023
Cause of Damage: Thawing ice from winter storm fell off from radio tower onto components below.
Vehicle or Equipment Damage:
Equipment, 2 each of 5.925 -7.125 GHz, grey, CPR137G flange, round 6ft Antenna, Thawing ice from winter storm fell off from radio tower onto components below, 100% work completed.
Equipment, Waveguide EW63 waveguard coaxial cable , 560 FT long, Thawing ice from winter storm fell off from radio tower onto components below, 100% work completed.

Current Version:

SCOPE OF WORK:

PA-06-TX-4705-PW-00156(0):
1332993 Granger Tower
Work Completed

The applicant utilized force account labor and contracts for the repairs to Granger Tower to restore this facility.

Williams County

A. Provided labor for repairs to tower

1. Force account labor: 3 Laborer(s) 34.58 hours $1,951.47

Contract

A. Replaced 2 each of 5.925 -7.125 GHz, grey, CPR137G flange, round 6ft Antenna

B. Replaced Waveguide EW63 waveguard coaxial cable , 560 FT long

1. Replacement parts and labor- Contract: $37,869.00

Work Completed Totals

1. Force Account Labor: 3 Laborer(s) 34.58 hours $1,951.47

2. Contracts: $37,869.00

Work Completed Total: $39,820.47

Current Version:

Site 8 of 9

DAMAGED FACILITY: Damage #1332994; Thrall Tower	COUNTY: Williamson	
LOCATION: PA-06-TX-4705-PW-00156(0): 7800 County Rd 424 Thrall, TX 76578 Current Version:	LATITUDE: 30.57599	LONGITUDE: -97.29278

DAMAGE DESCRIPTION AND DIMENSIONS:

PA-06-TX-4705-PW-00156(0):
Damage #1332994; Thrall Tower
General Facility Information:
Facility Type: Vehicle or Equipment Only
Location Description: 7800 County Rd 424 Thrall, TX 76578
GPS Latitude/Longitude: 30.57599, -97.29278
General Damage Information:
Date Damaged: 2/2/2023 to 2/14/2023
Cause of Damage: Thawing ice from winter storm fell off from radio tower onto components below.
Vehicle or Equipment Damage:
Equipment, 1 each of Polypropylyn Shelter roof, 1 FT long x 1 FT wide, Thawing ice from winter storm fell off from radio tower onto components below, 100% work completed.
Equipment, Waveguide EW63 waveguard coaxial cable , 560 FT long, Thawing ice from winter storm fell off from radio tower onto components below, 100% work completed.
Equipment, 7/8in Heliax AVA Coaxial Cable, 500 FT long, Thawing ice from winter storm fell off from radio tower onto components below, 100% work completed.

Current Version:

SCOPE OF WORK:

PA-06-TX-4705-PW-00156(0):
1332994 Thrall Tower
Work Completed

The applicant utilized force account labor and contracts for the repairs to Thrall Tower to restore this facility.

Williams County

A. Provided labor for repairs to tower

1. Force account labor: 3 Laborer(s) 34.58 hours $1,951.47

Contract

A. Replaced 1 each of Polypropylyn Shelter roof

B. Replaced Waveguide EW63 waveguard coaxial cable , 560 FT long

C. Equipment, 7/8in Heliax AVA Coaxial Cable, 500 FT long

1. Replacement parts and labor- Contract: $18,997.00

Work Completed Totals

1. Force Account Labor: 3 Laborer(s) 34.58 hours $1,951.47

2. Contracts: $18,997.00

Work Completed Total: $20,948.47

Current Version:

Site 9 of 9

DAMAGED FACILITY:	COUNTY: Williamson	
Damage #1332995; Taylor Tower		
LOCATION: PA-06-TX-4705-PW-00156(0): 104 Coupland Rd Taylor, TX 76574 Current Version:	LATITUDE: 30.55224	LONGITUDE: -97.40636

DAMAGE DESCRIPTION AND DIMENSIONS:

PA-06-TX-4705-PW-00156(0):
Damage #1332995; Taylor Tower
General Facility Information:
Facility Type: Vehicle or Equipment Only
Location Description: 104 Coupland Rd Taylor, TX 76574
GPS Latitude/Longitude: 30.55224, -97.40636
General Damage Information:
Date Damaged: 2/2/2023 to 2/14/2023
Cause of Damage: Thawing ice from winter storm fell off from radio tower onto components below.
Vehicle or Equipment Damage:
Equipment, Waveguide EW63 waveguard coaxial cable, 310 FT long, Thawing ice from winter storm fell off from radio tower onto components below, 100% work completed.

Current Version:

SCOPE OF WORK:

PA-06-TX-4705-PW-00156(0):
1332995 Taylor Tower
Work Completed

The applicant utilized force account labor and contracts for the repairs to Taylor Tower to restore this facility.

Williams County

A. Provided labor for repairs to tower

1. Force account labor: 3 Laborer(s) 34.58 hours $1,951.47

Contract

A. Replaced Waveguide EW63 waveguard coaxial cable, 310 FT long

1. Replacement parts and labor- Contract: $15,051.00

Work Completed Totals

1. Force Account Labor: 3 Laborer(s) 34.58 hours $1,951.47

2. Contracts: $15,051.00

Work Completed Total: $17,002.47

Current Version:

Does the Scope of Work change the pre-disaster conditions at the site? ☐ Yes ☑ No	Special Considerations included? ☑ Yes ☐ No
Hazard Mitigation proposal included? ☑ Yes ☐ No	Is there insurance coverage on this facility? ☑ Yes ☐ No

PROJECT COST

ITEM	CODE	NARRATIVE	QUANTITY/UNIT	UNIT PRICE	COST
		*** Version 0 ***			
		Work Completed			
1	9001	Contract	1/LS	$ 52,764.00	$ 52,764.00
2	9007	Labor	1/LS	$ 1,951.46	$ 1,951.46
3	9001	Contract	1/LS	$ 27,863.00	$ 27,863.00
4	9007	Labor	1/LS	$ 1,951.47	$ 1,951.47
5	9001	Contract	1/LS	$ 5,059.00	$ 5,059.00
6	9007	Labor	1/LS	$ 1,951.47	$ 1,951.47
7	9001	Contract	1/LS	$ 37,053.00	$ 37,053.00
8	9007	Labor	1/LS	$ 1,951.47	$ 1,951.47
9	9001	Contract	1/LS	$ 45,577.00	$ 45,577.00
10	9007	Labor	1/LS	$ 1,951.47	$ 1,951.47
11	9001	Contract	1/LS	$ 27,025.00	$ 27,025.00
12	9007	Labor	1/LS	$ 1,951.47	$ 1,951.47
13	9007	Labor	1/LS	$ 1,951.47	$ 1,951.47
14	9001	Contract	1/LS	$ 37,869.00	$ 37,869.00
15	9007	Labor	1/LS	$ 1,951.47	$ 1,951.47
16	9001	Contract	1/LS	$ 18,997.00	$ 18,997.00
17	9007	Labor	1/LS	$ 1,951.47	$ 1,951.47
18	9001	Contract	1/LS	$ 15,051.00	$ 15,051.00
19	0000	Insurance Adjustments - 5900/5901	0/LS	$ 0.00	$ 0.00
		*** Version 0 ***			
20	5900	Deduct Actual Insurance Proceeds	1/LS	$ -171,701.30	$ -171,701.30
21	5901	Deduct Anticipated Insurance Proceeds	1/LS	$ -70,556.70	$ -70,556.70
22	0909	Hazard Mitigation Proposal	1/LS	$ 137,324.83	$ 137,324.83
				TOTAL COST	$ 179,888.05
				Version Project Cost	$ 179,888.05

PREPARED BY Thomas A Downs	TITLE PDMG	SIGNATURE
APPLICANT REP. Pamela Navarrette	TITLE Assistant Financial Director	SIGNATURE

View Application

FEDERAL EMERGENCY MANAGEMENT AGENCY

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project PA-06-TX-4705-PW-00156

Title: 723542 - Damages to facilities and equipment County-wide due to Winter Storm Mara

NEPA DETERMINATION

Non Compliant Flag: No
EA Draft Date:
EA Final Date:
EA Public Notice Date:
EA Fonsi
Level: CATEX
EIS Notice of Intent
EIS ROD Date:
Comment

Williamson County, CAT E, 100% complete.

The applicant utilized force account labor and contracts for the repairs on several communication towers. The repairs consisted of the replacement of:
A. Replaced 925-7.125 GHz Waveguide EW63 wave guard coaxial cable.
B. Replaced 5.925 -7.125 GHz, grey, CPR137G flange, round 6ft Antenna.
C. Replaced Shelter awning.
D. Replaced LED Security light.
E. Replaced fiberglass panel.
F. Replaced Polypropylene Shelter roof.

Also replaced barb wire Fence, 20 FT long (GPS Latitude/Longitude: 30.67604, -97.81325). For details, specific amounts and locations see SOW.

A Hazard Mitigation Proposal was added to the project. The mitigation proposal consisted of the installation of Ice Shields to deflect falling ice on nine (9) towers within Williamson County. For locations see the DDD and for details repairs refer to the Mitigation Proposal at GM.

This project has been determined to be Categorically Excluded from the need to prepare either an Environmental Impact Statement or Environmental Assessment in accordance with FEMA Instruction 108-1-1 and DHS Instruction 023-01-001-01; CATEX (#N7, E1). Particular attention should be given to the project conditions before and during project implementation. Failure to comply with these conditions may jeopardize federal assistance including funding.

- lomene - 03/28/2024 21:14:09 GMT

CATEX CATEGORIES

Catex Category Code	Description	Selected
*n7	(*n7) Federal Assistance for Structure and Facility Upgrades. Federal assistance for the reconstruction, elevation, retrofitting, upgrading to current codes and standards, and improvements of pre-existing facilities in existing developed areas with substantially completed infrastructure, when the immediate project area has already been disturbed, and when those actions do not alter basic functions, do not exceed capacity of other system components, or modify intended land use. This category does not include actions within or affecting streams or stream banks or actions seaward of the limit of moderate wave action (or V zone when the limit of moderate wave action has not been identified).	Yes
e1	(e1) Construction, installation, operation, maintenance, and removal of utility and communication systems (such as mobile antennas, data processing cable, and similar electronic equipment) that use existing rights-of-way, easements, utility distribution systems, and/or facilities. This is limited to activities with towers where the resulting total height does not exceed 200 feet and where the FCC would not require an EA or EIS for the acquisition, installation, operation or maintenance.	Yes

EXTRAORDINARY

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project PA-06-TX-4705-PW-00156

Title: 723542 - Damages to facilities and equipment County-wide due to Winter Storm Mara

Extraordinary Circumstance Code	Description	Selected ?
	No Extraordinary Circumstances were selected	

ENVIRONMENTAL LAW / EXECUTIVE ORDER

Environmental Law/ Executive Order	Status	Description	Comment
Clean Air Act (CAA)	Completed	Project will not result in permanent air emissions - Review concluded	
Coastal Barrier Resources Act (CBRA)	Completed	Project is not on or connected to CBRA Unit or otherwise protected area - Review concluded	
Clean Water Act (CWA)	Completed	Project would not affect any water of the U.S. - Review concluded	
Coastal Zone Management Act (CZMA)	Completed	Project is not located in a coastal zone area and does not affect a coastal zone area - Review concluded	
Executive Order 11988 - Floodplains	Completed	No effect on floodplain/flood levels and project outside floodplain - Review concluded	Barb wire Fence, (GPS Latitude/Longitude: 30.67604, -97.81325). Per Flood Insurance Rate Map (FIRM) panel 48491C0275E, dated on 9/26/2008, the project is located outside the 100-year floodplain, special flood hazard area and the activity does not adversely affect floodplain values. - lomene - 03/28/2024 20:54:33 GMT
Executive Order 11990 - Wetlands	Completed	No effects on wetlands and project outside wetlands - Review concluded	Barb wire Fence, (GPS Latitude/Longitude: 30.67604, -97.81325). A review of the National Wetland Inventory (NWI) online mapper, accessed on 03/28/2024, for the site indicates that the area is not located within, nor does it affect a designated wetland. - lomene - 03/28/2024 20:55:49 GMT
Executive Order 12898 - Environmental Justice for Low Income and Minority Populations	Completed	Low income or minority population in or near project area	No minority or low-income populations were identified through submitted project documentation, public involvement, state EJ community lists or maps, or EJSCREEN reports for the project area. Therefore, no additional review for potential EJ concerns is required. - lomene - 03/28/2024 20:11:46 GMT
	Completed	No disproportionately high and adverse impact on low income or minority population - Review concluded	
Endangered Species Act (ESA)	Completed	Listed species and/or designated critical habitat present in areas affected directly or indirectly by the federal action	The scope of work for this project does not require U.S. Fish and Wildlife Service (USFWS) consultation. FEMA notified USFWS of disaster activities on May 2, 2023. - lomene - 03/28/2024 20:03:48 GMT

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project PA-06-TX-4705-PW-00156

Title: 723542 - Damages to facilities and equipment County-wide due to Winter Storm Mara

Environmental Law/ Executive Order	Status	Description	Comment
	Completed	No effect to species or designated critical habitat (See comments for justification) - Review concluded	
Farmland Protection Policy Act (FPPA)	Completed	Project does not affect designated prime or unique farmland - Review concluded	
Fish and Wildlife Coordination Act (FWCA)	Not Applicable	Project does not affect, control, or modify a waterway/body of water - Review concluded	
Migratory Bird Treaty Act (MBTA)	Completed	Project located within a flyway zone	
	Completed	Project does not have potential to take migratory birds - Review concluded	
Magnuson-Stevens Fishery Conservation and Management Act (MSA)	Completed	Project not located in or near Essential Fish Habitat - Review concluded	
National Historic Preservation Act (NHPA)	Completed	Applicable executed Programmatic Agreement. Activity meets Programmatic Allowance (enter date and # in comments) - Review concluded	The scope of work has been reviewed and meets the criteria in Appendix B - Programmatic Allowances, Tier II; D.1.a. and D.3.c. of FEMA's Programmatic Agreement (PA) dated March 16, 2022. In accordance with this PA, FEMA is not required to determine the National Register eligibility of properties where work performed meets the Appendix B criteria. - eludeman - 03/28/2024 19:48:15 GMT
Wild and Scenic Rivers Act (WSR)	Completed	Project is not along and does not affect Wild and Scenic River - Review concluded	

CONDITIONS

Standard Conditions:

Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders.

This review does not address all federal, state and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state and local laws. Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize federal funding.

FEDERAL EMERGENCY MANAGEMENT AGENCY

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project PA-06-TX-4705-PW-00156

Title: 723542 - Damages to facilities and equipment County-wide due to Winter Storm Mara

If ground disturbing activities occur during construction, applicant will monitor ground disturbance and if any potential archeological resources are discovered, will immediately cease construction in that area and notify the State and FEMA.

FEMA

Public Assistance
Hazard Mitigation Proposal

For template instructions, turn paragraph marks on. Press "¶" or "Ctrl/Shift/+/8"

Applicant Name	Williamson County	GM Project #	723542	HMP Date	March 5, 2024
Site Name	Cougar Country Tower				
DR-	DR4705 – Texas	DI#	1332990		
HMP Writer and Title:	Kirk Lensgraf 406 TFL				

This HMP is based on the following Grants Manager project report, see attachment.

PRJ_Report_723542_20240305pdf

Select Work Completed Status: Select One

I. Related Damaged Items to be Protected

During the declared incident period of January 30, 2023, through February 2, 2023, the applicant was impacted by thawing ice from winter storm resulting in the following damaged items that will be mitigated. As a direct result of this event, falling ice damaged antenna components..

Total repair cost of damaged elements being protected by the HMP at this site*= $ 39,004.47

*Before Cost Estimating Format (CEF) factors if a large project.

Comments: Enter Text

II. Hazard Mitigation Proposal (HMP) Scope of Work

Mitigation consists of…installing ice shields.

The mitigation measures will reduce the risk of future damage by: deflecting ice away from components.

III. Hazard Mitigation Proposal (HMP) Cost: Worksheet

A. Cost of items if the HMP is approved=	$19,194.71
B. Cost of items deducted from the repair scope of work (SOW)=	0
C. Net Hazard Mitigation Cost (before CEF factors) =	$19,194.71
D. Is there a CEF?	☐Yes ☒No
E. Net Hazard Mitigation Cost (after CEF factors)=	Insert Ratio.
F. What is the CEF ratio (CEF Total Cost/Base Cost)?	Insert Text.

Comments: Enter Text

FEMA

Hazard Mitigation Proposal Cost: Summary

Net Hazard Mitigation Cost =	**$19,194.71**
See attachment(s).	Cougar Country Tower RTT Ice Shield Install.pdf / Cougar Country Tower Tessco Ice Shield Purchase.pdf

Comments: Enter Text

IV. Cost Effectiveness Calculation

(Net HMP Cost/Total Repair Cost of the damaged portions of the facility for which the mitigation measure applies) x 100

$ 19,194.71	/	$ 39,004.71	x 100 =	49.21 %	≤ 100%

The Benefit-Cost Analysis (BCA) ratio is Insert Ratio or N/A ≥ 1.0

V. HMP Cost-Effectiveness

The mitigation measures meet the cost effectiveness criteria based on:

a) Mitigation cost is within 15% of the total eligible repair cost of the facility or facilities for which the mitigation measure applies. In accordance with FEMA Public Assistance Program and Policy Guide (PAPPG) V4 June 2020, Chapter 8. Section IV. A, this mitigation measure does not exceed 15 percent of the eligible repair cost and is considered to be cost-effective.

b) Mitigation measure is listed in Appendix J and is within 100% of the total eligible repair cost of the facility or facilities for which the mitigation applies.
In accordance with FEMA Public Assistance Program and Policy Guide (PAPPG) V4 June 2020, Chapter 8. Section IV and Appendix J. Section Insert appropriate text from Appendix J, this mitigation measure does not exceed 100 percent of the eligible repair cost and is considered to be cost-effective.

c) Mitigation measure is cost-effective through a benefit-cost analysis (BCA)
In accordance with FEMA Public Assistance Program and Policy Guide (PAPPG) V4 Chapter 8. Section IV, FEMA considers mitigation measures to be cost-effective if the Recipient or Applicant demonstrates through an acceptable benefit-cost analysis (BCA) methodology that the measure is cost-effective.
See attachment labeled DR-####_Applicant Name_WO XXXXX_DI XXXXXX_BCA.pdf

VI. Compliances and Assurances

For 'work to be completed,' this HMP is for estimating purposes only. If the site's final placement and configuration are different than the preliminary estimate, the Applicant should submit a change in scope request. This HMP is subject to further review prior to award.
The Applicant is responsible for final design, placement, configuration, procurement, permits and compliance with all regulatory codes and standards.
Eligibility and funding for the mitigation at this site on this project will be subject to the compliance of all environmental laws, regulations, and executive orders applicable to the site(s).

HMP Notes

1. The mitigation proposal estimates were generated using applicant supplied documents.

FEMA

Public Assistance
Hazard Mitigation Proposal

For template instructions, turn paragraph marks on. Press "¶" or "Ctrl/Shift/+/8"

Applicant Name	Williamson County	GM Project #	723542	HMP Date	March 20, 2024

Site Name: Fire Lane Tower

DR- DR4705 – Texas DI# 1332988

HMP Writer and Title: Kirk Lensgraf 406 TFL

This HMP is based on the following Grants Manager project report, see attachment.

PRJ_Report_723542_20240305pdf

Select Work Completed Status: Select One

I. Related Damaged Items to be Protected

During the declared incident period of January 30, 2023, through February 2, 2023, the applicant was impacted by thawing ice from winter storm resulting in the following damaged items that will be mitigated. As a direct result of this event, falling ice damaged antenna components..

Total repair cost of damaged elements being protected by the HMP at this site*= $ 29,814.47

*Before Cost Estimating Format (CEF) factors if a large project.

Comments: Enter Text

II. Hazard Mitigation Proposal (HMP) Scope of Work

Mitigation consists of…in stalling ice shields.

The mitigation measures will reduce the risk of future damage by: deflecting ice away from components.

III. Hazard Mitigation Proposal (HMP) Cost: Worksheet

A. Cost of items if the HMP is approved=	14,828.14
B. Cost of items deducted from the repair scope of work (SOW)=	0
C. Net Hazard Mitigation Cost (before CEF factors) =	14,828.14
D. Is there a CEF?	☐Yes ☒No
E. Net Hazard Mitigation Cost (after CEF factors)=	Insert Ratio.
F. What is the CEF ratio (CEF Total Cost/Base Cost)?	Insert Text.

Comments: Enter Text

FEMA

Hazard Mitigation Proposal Cost: Summary

Net Hazard Mitigation Cost =	**$14,828.14**
See attachment(s).	Fire Lane Tower RTT Ice Shield install.pdf / Fire Lane Tower Tessco Ice Shield Purchase.pdf

Comments: Applicant provided documents

IV. Cost Effectiveness Calculation

(Net HMP Cost/Total Repair Cost of the damaged portions of the facility for which the mitigation measure applies) x 100

$ 14,828.14	/	$ 29,814.47	x 100 =	49.73 %	≤ 100%

The Benefit-Cost Analysis (BCA) ratio is Insert Ratio or N/A ≥ 1.0

V. HMP Cost-Effectiveness

The mitigation measures meet the cost effectiveness criteria based on:

a) Mitigation cost is within 15% of the total eligible repair cost of the facility or facilities for which the mitigation measure applies. In accordance with FEMA Public Assistance Program and Policy Guide (PAPPG) V4 June 2020, Chapter 8. Section IV. A, this mitigation measure does not exceed 15 percent of the eligible repair cost and is considered to be cost-effective.

b) Mitigation measure is listed in Appendix J and is within 100% of the total eligible repair cost of the facility or facilities for which the mitigation applies.
In accordance with FEMA Public Assistance Program and Policy Guide (PAPPG) V4 June 2020, Chapter 8. Section IV and Appendix J. Section Insert appropriate text from Appendix J, this mitigation measure does not exceed 100 percent of the eligible repair cost and is considered to be cost-effective.

c) Mitigation measure is cost-effective through a benefit-cost analysis (BCA)
In accordance with FEMA Public Assistance Program and Policy Guide (PAPPG) V4 Chapter 8. Section IV, FEMA considers mitigation measures to be cost-effective if the Recipient or Applicant demonstrates through an acceptable benefit-cost analysis (BCA) methodology that the measure is cost-effective.
See attachment labeled DR-####_Applicant Name_WO XXXXX_DI XXXXXX_BCA.pdf

VI. Compliances and Assurances

For 'work to be completed,' this HMP is for estimating purposes only. If the site's final placement and configuration are different than the preliminary estimate, the Applicant should submit a change in scope request. This HMP is subject to further review prior to award.
The Applicant is responsible for final design, placement, configuration, procurement, permits and compliance with all regulatory codes and standards.
Eligibility and funding for the mitigation at this site on this project will be subject to the compliance of all environmental laws, regulations, and executive orders applicable to the site(s).

HMP Notes

1. The mitigation proposal estimates were generated using applicant provided estimates.

FEMA

Public Assistance
Hazard Mitigation Proposal

For template instructions, turn paragraph marks on. Press "¶" or "Ctrl/Shift/+/8"

Applicant Name	Williamson County	GM Project #	723542	HMP Date	March 20, 2024

Site Name: Granger Tower

DR- DR4705 – Enter Text DI# 1332993

HMP Writer and Title: Kirk Lensgraf 406 TFL

This HMP is based on the following Grants Manager project report, see attachment.

PRJ_Report_723542_20240305pdf

Select Work Completed Status: Work to be Completed

I. Related Damaged Items to be Protected

During the declared incident period of January 30, 2023, through February 2, 2023, the applicant was impacted by thawing ice from winter storm resulting in the following damaged items that will be mitigated. As a direct result of this event, falling ice damaged antenna components..

Total repair cost of damaged elements being protected by the HMP at this site*= $ 39,820.47

*Before Cost Estimating Format (CEF) factors if a large project.

Comments: Enter Text

II. Hazard Mitigation Proposal (HMP) Scope of Work

Mitigation consists of…installing ice shields.

The mitigation measures will reduce the risk of future damage by: deflecting ice away from components.

III. Hazard Mitigation Proposal (HMP) Cost: Worksheet

A. Cost of items if the HMP is approved=	$14,828.14
B. Cost of items deducted from the repair scope of work (SOW)=	0
C. Net Hazard Mitigation Cost (before CEF factors) =	14,828.14
D. Is there a CEF?	☐Yes ☒No
E. Net Hazard Mitigation Cost (after CEF factors)=	N/A
F. What is the CEF ratio (CEF Total Cost/Base Cost)?	Insert Ratio

Comments: Enter Text

FEMA

Hazard Mitigation Proposal Cost: Summary

Net Hazard Mitigation Cost =	**$14,828.14**
See attachment(s).	Granger Tower RTT Ice Shield Install.pdf / Granger Tower Tessco Ice Shield Purchase.pdf

Comments: Enter Text

IV. Cost Effectiveness Calculation

(Net HMP Cost/Total Repair Cost of the damaged portions of the facility for which the mitigation measure applies) x 100

$ 14,828.14	/	$ 39,820.47	x 100 =	37.23 %	≤ 100%

The Benefit-Cost Analysis (BCA) ratio is N/A ≥ 1.0

V. HMP Cost-Effectiveness

The mitigation measures meet the cost effectiveness criteria based on:

a) Mitigation cost is within 15% of the total eligible repair cost of the facility or facilities for which the mitigation measure applies. In accordance with FEMA Public Assistance Program and Policy Guide (PAPPG) V4 June 2020, Chapter 8. Section IV. A, this mitigation measure does not exceed 15 percent of the eligible repair cost and is considered to be cost-effective.

b) Mitigation measure is listed in Appendix J and is within 100% of the total eligible repair cost of the facility or facilities for which the mitigation applies.
In accordance with FEMA Public Assistance Program and Policy Guide (PAPPG) V4 June 2020, Chapter 8. Section IV and Appendix J. Section Insert appropriate text from Appendix J, this mitigation measure does not exceed 100 percent of the eligible repair cost and is considered to be cost-effective.

c) Mitigation measure is cost-effective through a benefit-cost analysis (BCA)
In accordance with FEMA Public Assistance Program and Policy Guide (PAPPG) V4 Chapter 8. Section IV, FEMA considers mitigation measures to be cost-effective if the Recipient or Applicant demonstrates through an acceptable benefit-cost analysis (BCA) methodology that the measure is cost-effective.
See attachment labeled DR-####_Applicant Name_WO XXXXX_DI XXXXXX_BCA.pdf

VI. Compliances and Assurances

For 'work to be completed,' this HMP is for estimating purposes only. If the site's final placement and configuration are different than the preliminary estimate, the Applicant should submit a change in scope request. This HMP is subject to further review prior to award.
The Applicant is responsible for final design, placement, configuration, procurement, permits and compliance with all regulatory codes and standards.
Eligibility and funding for the mitigation at this site on this project will be subject to the compliance of all environmental laws, regulations, and executive orders applicable to the site(s).

HMP Notes

1. The mitigation proposal estimates were generated using applicant supplied estimates.

FEMA

Public Assistance
Hazard Mitigation Proposal

For template instructions, turn paragraph marks on. Press "¶" or "Ctrl/Shift/+/8"

Applicant Name	Williamson County	GM Project #	723542	HMP Date	March 20, 2024

Site Name: Tower Road Tower

DR- DR4705 – Enter Text DI# 1332991

HMP Writer and Title: Kirk Lensgraf 406 TFL

This HMP is based on the following Grants Manager project report, see attachment.

PRJ_Report_723542_20240305pdf

Select Work Completed Status: Select One

I. Related Damaged Items to be Protected

During the declared incident period of January 30, 2023, through February 2, 2023, the applicant was impacted by thawing ice from winter storm resulting in the following damaged items that will be mitigated. As a direct result of this event, falling ice damaged antenna components..

Total repair cost of damaged elements being protected by the HMP at this site*= $ 47,528.47

*Before Cost Estimating Format (CEF) factors if a large project.

Comments: Enter Text

II. Hazard Mitigation Proposal (HMP) Scope of Work

Mitigation consists of…installing ice shields.

The mitigation measures will reduce the risk of future damage by: deflecting ice away from components.

III. Hazard Mitigation Proposal (HMP) Cost: Worksheet

A. Cost of items if the HMP is approved=	$14,828.14
B. Cost of items deducted from the repair scope of work (SOW)=	0
C. Net Hazard Mitigation Cost (before CEF factors) =	14,828.14
D. Is there a CEF?	☐Yes ☒No
E. Net Hazard Mitigation Cost (after CEF factors)=	Insert Ratio.
F. What is the CEF ratio (CEF Total Cost/Base Cost)?	Insert Ratio

Comments: Enter Text

FEMA

Hazard Mitigation Proposal Cost: Summary

Net Hazard Mitigation Cost =	**$ 14,828.14**
See attachment(s).	Tower Road Tower RTT Ice Shield install.pdf / Tower Road Tower Tessco Ice Shield Purchase.pdf

Comments: Enter Text

IV. Cost Effectiveness Calculation

(Net HMP Cost/Total Repair Cost of the damaged portions of the facility for which the mitigation measure applies) x 100

$ 14,828.14	/	$ 47,528.47	x 100 =	31.19 %	≤ 100%

The Benefit-Cost Analysis (BCA) ratio is Insert Ratio or N/A ≥ 1.0

V. HMP Cost-Effectiveness

The mitigation measures meet the cost effectiveness criteria based on:

a) Mitigation cost is within 15% of the total eligible repair cost of the facility or facilities for which the mitigation measure applies. In accordance with FEMA Public Assistance Program and Policy Guide (PAPPG) V4 June 2020, Chapter 8. Section IV. A, this mitigation measure does not exceed 15 percent of the eligible repair cost and is considered to be cost-effective.

b) Mitigation measure is listed in Appendix J and is within 100% of the total eligible repair cost of the facility or facilities for which the mitigation applies.
In accordance with FEMA Public Assistance Program and Policy Guide (PAPPG) V4 June 2020, Chapter 8. Section IV and Appendix J. Section Insert appropriate text from Appendix J, this mitigation measure does not exceed 100 percent of the eligible repair cost and is considered to be cost-effective.

c) Mitigation measure is cost-effective through a benefit-cost analysis (BCA)
In accordance with FEMA Public Assistance Program and Policy Guide (PAPPG) V4 Chapter 8. Section IV, FEMA considers mitigation measures to be cost-effective if the Recipient or Applicant demonstrates through an acceptable benefit-cost analysis (BCA) methodology that the measure is cost-effective.
See attachment labeled DR-####_Applicant Name_WO XXXXX_DI XXXXXX_BCA.pdf

VI. Compliances and Assurances

For 'work to be completed,' this HMP is for estimating purposes only. If the site's final placement and configuration are different than the preliminary estimate, the Applicant should submit a change in scope request. This HMP is subject to further review prior to award.
The Applicant is responsible for final design, placement, configuration, procurement, permits and compliance with all regulatory codes and standards.
Eligibility and funding for the mitigation at this site on this project will be subject to the compliance of all environmental laws, regulations, and executive orders applicable to the site(s).

HMP Notes

1. The mitigation proposal estimates were generated using applicant provided estimates.

FEMA

Public Assistance
Hazard Mitigation Proposal

For template instructions, turn paragraph marks on. Press "¶" or "Ctrl/Shift/+/8"

Applicant Name	Williamson County	GM Project #	723542	HMP Date	March 20, 2024
Site Name	Liberty Hill Tower				
DR-	DR4705 – Texas	DI#	1332992		
HMP Writer and Title:	Kirk Lensgraf 406 TFL				

This HMP is based on the following Grants Manager project report, see attachment.

PRJ_Report_723542_20240305pdf

Select Work Completed Status: Work to be Completed

I. Related Damaged Items to be Protected

During the declared incident period of January 30, 2023, through February 2, 2023, the applicant was impacted by thawing ice from winter storm resulting in the following damaged items that will be mitigated. As a direct result of this event, falling ice damaged antenna components..

Total repair cost of damaged elements being protected by the HMP at this site*= $ 28,976.47

*Before Cost Estimating Format (CEF) factors if a large project.

Comments: N/A

II. Hazard Mitigation Proposal (HMP) Scope of Work

Mitigation consists of…installing ice shields.

The mitigation measures will reduce the risk of future damage by: deflecting ice away from components.

III. Hazard Mitigation Proposal (HMP) Cost: Worksheet

A. Cost of items if the HMP is approved=	$14,828.14
B. Cost of items deducted from the repair scope of work (SOW)=	0
C. Net Hazard Mitigation Cost (before CEF factors) =	$14,828.14
D. Is there a CEF?	☐Yes ☒No
E. Net Hazard Mitigation Cost (after CEF factors)=	N/A
F. What is the CEF ratio (CEF Total Cost/Base Cost)?	Insert Ratio

Comments: Enter Text

FEMA

Hazard Mitigation Proposal Cost: Summary

Net Hazard Mitigation Cost =	**$14,828.14**
See attachment(s).	Liberty Hill Tower RTT Ice Shield Install.pdf / Liberty Hill Tower Tessco Ice Shield Purchase.pdf

Comments: Enter Text

IV. Cost Effectiveness Calculation

(Net HMP Cost/Total Repair Cost of the damaged portions of the facility for which the mitigation measure applies) x 100

$ 14,828.14	/	$ 28,976.47	x 100 =	51.17 %	≤ 100%

The Benefit-Cost Analysis (BCA) ratio is N/A ≥ 1.0

V. HMP Cost-Effectiveness

The mitigation measures meet the cost effectiveness criteria based on:

a) Mitigation cost is within 15% of the total eligible repair cost of the facility or facilities for which the mitigation measure applies. In accordance with FEMA Public Assistance Program and Policy Guide (PAPPG) V4 June 2020, Chapter 8. Section IV. A, this mitigation measure does not exceed 15 percent of the eligible repair cost and is considered to be cost-effective.

b) Mitigation measure is listed in Appendix J and is within 100% of the total eligible repair cost of the facility or facilities for which the mitigation applies.
In accordance with FEMA Public Assistance Program and Policy Guide (PAPPG) V4 June 2020, Chapter 8. Section IV and Appendix J. Section Insert appropriate text from Appendix J, this mitigation measure does not exceed 100 percent of the eligible repair cost and is considered to be cost-effective.

c) Mitigation measure is cost-effective through a benefit-cost analysis (BCA)
In accordance with FEMA Public Assistance Program and Policy Guide (PAPPG) V4 Chapter 8. Section IV, FEMA considers mitigation measures to be cost-effective if the Recipient or Applicant demonstrates through an acceptable benefit-cost analysis (BCA) methodology that the measure is cost-effective.
See attachment labeled DR-####_Applicant Name_WO XXXXX_DI XXXXXX_BCA.pdf

VI. Compliances and Assurances

For 'work to be completed,' this HMP is for estimating purposes only. If the site's final placement and configuration are different than the preliminary estimate, the Applicant should submit a change in scope request. This HMP is subject to further review prior to award.
The Applicant is responsible for final design, placement, configuration, procurement, permits and compliance with all regulatory codes and standards.
Eligibility and funding for the mitigation at this site on this project will be subject to the compliance of all environmental laws, regulations, and executive orders applicable to the site(s).

HMP Notes

1. The mitigation proposal estimates were generated using applicant supplied estimates.

FEMA

Public Assistance
Hazard Mitigation Proposal

For template instructions, turn paragraph marks on. Press "¶" or "Ctrl/Shift/+/8"

Applicant Name	Williamson County	GM Project #	723542	HMP Date	March 5, 2024

Site Name: Rabbit Hill Tower

DR- DR4705 – Enter Text DI# 1332987

HMP Writer and Title: Kirk Lensgraf 406 TFL

This HMP is based on the following Grants Manager project report, see attachment.

PRJ_Report_723542_20240305pdf

Select Work Completed Status: Select One

I. Related Damaged Items to be Protected

During the declared incident period of January 30, 2023, through February 2, 2023, the applicant was impacted by thawing ice from winter storm resulting in the following damaged items that will be mitigated. As a direct result of this event, falling ice damaged antenna components and shelter awning below...

Total repair cost of damaged elements being protected by the HMP at this site*= $ 54,715.46

*Before Cost Estimating Format (CEF) factors if a large project.

Comments: Applicant is proposing Ice Sheilds to deflect falling ice.

II. Hazard Mitigation Proposal (HMP) Scope of Work

Mitigation consists of…installing ice shields above antennas and related components..

The mitigation measures will reduce the risk of future damage by: deflecting ice away from components.

III. Hazard Mitigation Proposal (HMP) Cost: Worksheet

A. Cost of items if the HMP is approved=	29,161.28
B. Cost of items deducted from the repair scope of work (SOW)=	Insert Cost or '0' for no deduction
C. Net Hazard Mitigation Cost (before CEF factors) =	Insert Ratio.
D. Is there a CEF?	☐Yes ☒No
E. Net Hazard Mitigation Cost (after CEF factors)=	Insert Ratio.
F. What is the CEF ratio (CEF Total Cost/Base Cost)?	Insert Text.

Comments: Enter Text

FEMA

Hazard Mitigation Proposal Cost: Summary

Net Hazard Mitigation Cost =	**$ 29,161.28**
See attachment(s).	Rabbit Hill Tower Tessco ice shield purchase.pdf / Rabbit Hill Tower RTT ice shield install.pdf

Comments: Enter Text

IV. Cost Effectiveness Calculation

(Net HMP Cost/Total Repair Cost of the damaged portions of the facility for which the mitigation measure applies) x 100

$ 29,161.28	/	$ 54,715.46	x 100 =	53.29 %	≤ 100%

The Benefit-Cost Analysis (BCA) ratio is Insert Ratio or N/A ≥ 1.0

V. HMP Cost-Effectiveness

The mitigation measures meet the cost effectiveness criteria based on:

a) Mitigation cost is within 15% of the total eligible repair cost of the facility or facilities for which the mitigation measure applies. In accordance with FEMA Public Assistance Program and Policy Guide (PAPPG) V4 June 2020, Chapter 8. Section IV. A, this mitigation measure does not exceed 15 percent of the eligible repair cost and is considered to be cost-effective.

b) Mitigation measure is listed in Appendix J and is within 100% of the total eligible repair cost of the facility or facilities for which the mitigation applies.
In accordance with FEMA Public Assistance Program and Policy Guide (PAPPG) V4 June 2020, Chapter 8. Section IV and Appendix J. Section Insert appropriate text from Appendix J, this mitigation measure does not exceed 100 percent of the eligible repair cost and is considered to be cost-effective.

c) Mitigation measure is cost-effective through a benefit-cost analysis (BCA)
In accordance with FEMA Public Assistance Program and Policy Guide (PAPPG) V4 Chapter 8. Section IV, FEMA considers mitigation measures to be cost-effective if the Recipient or Applicant demonstrates through an acceptable benefit-cost analysis (BCA) methodology that the measure is cost-effective.
See attachment labeled DR-####_Applicant Name_WO XXXXX_DI XXXXXX_BCA.pdf

VI. Compliances and Assurances

For 'work to be completed,' this HMP is for estimating purposes only. If the site's final placement and configuration are different than the preliminary estimate, the Applicant should submit a change in scope request. This HMP is subject to further review prior to award.
The Applicant is responsible for final design, placement, configuration, procurement, permits and compliance with all regulatory codes and standards.
Eligibility and funding for the mitigation at this site on this project will be subject to the compliance of all environmental laws, regulations, and executive orders applicable to the site(s).

HMP Notes

1. The mitigation proposal estimates were generated using applicant provided estimates.

FEMA

Public Assistance
Hazard Mitigation Proposal

For template instructions, turn paragraph marks on. Press "¶" or "Ctrl/Shift/+/8"

Applicant Name	Williamson County	GM Project #	723542	HMP Date	March 20, 2024

Site Name: Thrall Tower

DR- DR4705 – Texas DI# 1332994

HMP Writer and Title: Kirk Lensgraf 406 TFL

This HMP is based on the following Grants Manager project report, see attachment.

PRJ_Report_723542_20240305pdf

Select Work Completed Status: Work to be Completed

I. Related Damaged Items to be Protected

During the declared incident period of January 30, 2023, through February 2, 2023, the applicant was impacted by thawing ice from winter storm resulting in the following damaged items that will be mitigated. As a direct result of this event, falling ice damaged antenna components..

Total repair cost of damaged elements being protected by the HMP at this site*= $ 20,948.47

*Before Cost Estimating Format (CEF) factors if a large project.

Comments: Enter Text

II. Hazard Mitigation Proposal (HMP) Scope of Work

Mitigation consists of…installing ice shields.

The mitigation measures will reduce the risk of future damage by: deflecting ice away from components.

III. Hazard Mitigation Proposal (HMP) Cost: Worksheet

A. Cost of items if the HMP is approved=	$14,828.14
B. Cost of items deducted from the repair scope of work (SOW)=	0
C. Net Hazard Mitigation Cost (before CEF factors) =	$14,828.14
D. Is there a CEF?	☐Yes ☒No
E. Net Hazard Mitigation Cost (after CEF factors)=	N/A
F. What is the CEF ratio (CEF Total Cost/Base Cost)?	Insert Ratio

Comments: Enter Text

FEMA

Hazard Mitigation Proposal Cost: Summary

Net Hazard Mitigation Cost =	**$14,828.14**
See attachment(s).	Thrall Tower RTT Ice Shield Install.pdf / Thrall Tower Tessco Ice Shield Purchase.pdf

Comments: Enter Text

IV. Cost Effectiveness Calculation

(Net HMP Cost/Total Repair Cost of the damaged portions of the facility for which the mitigation measure applies) x 100

$ 14,828.14	/	$ 20,948.47	x 100 =	70.78 %	≤ 100%

The Benefit-Cost Analysis (BCA) ratio is Insert Ratio or N/A ≥ 1.0

V. HMP Cost-Effectiveness

The mitigation measures meet the cost effectiveness criteria based on:

a) Mitigation cost is within 15% of the total eligible repair cost of the facility or facilities for which the mitigation measure applies. In accordance with FEMA Public Assistance Program and Policy Guide (PAPPG) V4 June 2020, Chapter 8. Section IV. A, this mitigation measure does not exceed 15 percent of the eligible repair cost and is considered to be cost-effective.

b) Mitigation measure is listed in Appendix J and is within 100% of the total eligible repair cost of the facility or facilities for which the mitigation applies.
In accordance with FEMA Public Assistance Program and Policy Guide (PAPPG) V4 June 2020, Chapter 8. Section IV and Appendix J. Section Insert appropriate text from Appendix J, this mitigation measure does not exceed 100 percent of the eligible repair cost and is considered to be cost-effective.

c) Mitigation measure is cost-effective through a benefit-cost analysis (BCA)
In accordance with FEMA Public Assistance Program and Policy Guide (PAPPG) V4 Chapter 8. Section IV, FEMA considers mitigation measures to be cost-effective if the Recipient or Applicant demonstrates through an acceptable benefit-cost analysis (BCA) methodology that the measure is cost-effective.
See attachment labeled DR-####_Applicant Name_WO XXXXX_DI XXXXXX_BCA.pdf

VI. Compliances and Assurances

For 'work to be completed,' this HMP is for estimating purposes only. If the site's final placement and configuration are different than the preliminary estimate, the Applicant should submit a change in scope request. This HMP is subject to further review prior to award.
The Applicant is responsible for final design, placement, configuration, procurement, permits and compliance with all regulatory codes and standards.
Eligibility and funding for the mitigation at this site on this project will be subject to the compliance of all environmental laws, regulations, and executive orders applicable to the site(s).

HMP Notes

1. The mitigation proposal estimates were generated using applicant supplied estimates.

FEMA

Public Assistance
Hazard Mitigation Proposal

For template instructions, turn paragraph marks on. Press "¶" or "Ctrl/Shift/+/8"

Applicant Name	Williamson County	GM Project #	723542	HMP Date	March 20, 2024

Site Name: Taylor Tower

DR- DR4705 – Texas DI# 1332995

HMP Writer and Title: Kirk Lensgraf 406 TFL

This HMP is based on the following Grants Manager project report, see attachment.

PRJ_Report_723542_20240305pdf

Select Work Completed Status: Work to be Completed

I. Related Damaged Items to be Protected

During the declared incident period of January 30, 2023, through February 2, 2023, the applicant was impacted by thawing ice from winter storm resulting in the following damaged items that will be mitigated. As a direct result of this event, falling ice damaged antenna components..

Total repair cost of damaged elements being protected by the HMP at this site*= $ 17,002.47

*Before Cost Estimating Format (CEF) factors if a large project.

Comments: N/A

II. Hazard Mitigation Proposal (HMP) Scope of Work

Mitigation consists of…installing ice shields.

The mitigation measures will reduce the risk of future damage by: deflecting ice away from components.

III. Hazard Mitigation Proposal (HMP) Cost: Worksheet

A. Cost of items if the HMP is approved=	14,828.14
B. Cost of items deducted from the repair scope of work (SOW)=	0
C. Net Hazard Mitigation Cost (before CEF factors) =	$14,828.14
D. Is there a CEF?	☐Yes ☒No
E. Net Hazard Mitigation Cost (after CEF factors)=	N/A
F. What is the CEF ratio (CEF Total Cost/Base Cost)?	Insert Ratio

Comments: Enter Text

FEMA

Hazard Mitigation Proposal Cost: Summary

Net Hazard Mitigation Cost =	**$ 14,828.14**
See attachment(s).	Taylor Tower RTT Ice Shield install.pdf / Taylor Tower Tessco Ice Shield purchase.pdf

Comments: Enter Text

IV. Cost Effectiveness Calculation

(Net HMP Cost/Total Repair Cost of the damaged portions of the facility for which the mitigation measure applies) x 100

$ 14,828.14	/	$ 17,002.47	x 100 =	87.21 %	≤ 100%

The Benefit-Cost Analysis (BCA) ratio is Insert Ratio or N/A ≥ 1.0

V. HMP Cost-Effectiveness

The mitigation measures meet the cost effectiveness criteria based on:

a) Mitigation cost is within 15% of the total eligible repair cost of the facility or facilities for which the mitigation measure applies. In accordance with FEMA Public Assistance Program and Policy Guide (PAPPG) V4 June 2020, Chapter 8. Section IV. A, this mitigation measure does not exceed 15 percent of the eligible repair cost and is considered to be cost-effective.

b) Mitigation measure is listed in Appendix J and is within 100% of the total eligible repair cost of the facility or facilities for which the mitigation applies.
In accordance with FEMA Public Assistance Program and Policy Guide (PAPPG) V4 June 2020, Chapter 8. Section IV and Appendix J. Section Insert appropriate text from Appendix J, this mitigation measure does not exceed 100 percent of the eligible repair cost and is considered to be cost-effective.

c) Mitigation measure is cost-effective through a benefit-cost analysis (BCA)
In accordance with FEMA Public Assistance Program and Policy Guide (PAPPG) V4 Chapter 8. Section IV, FEMA considers mitigation measures to be cost-effective if the Recipient or Applicant demonstrates through an acceptable benefit-cost analysis (BCA) methodology that the measure is cost-effective.
See attachment labeled DR-####_Applicant Name_WO XXXXX_DI XXXXXX_BCA.pdf

VI. Compliances and Assurances

For 'work to be completed,' this HMP is for estimating purposes only. If the site's final placement and configuration are different than the preliminary estimate, the Applicant should submit a change in scope request. This HMP is subject to further review prior to award.
The Applicant is responsible for final design, placement, configuration, procurement, permits and compliance with all regulatory codes and standards.
Eligibility and funding for the mitigation at this site on this project will be subject to the compliance of all environmental laws, regulations, and executive orders applicable to the site(s).

HMP Notes

1. The mitigation proposal estimates were generated using applicant supplied estimates.

Commissioners Court - Regular Session **49.**

Meeting Date: 07/30/2024

Reimbursement Resolution

Submitted By: Roxanne Salone, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action to approve a resolution authorizing the County Judge to execute certificates expressing official intent to reimburse costs of projects from 2023 Park Bond proceeds.

Background

A reimbursement resolution will be made on all expenditures for the 2023 Park Bond program until the bond issuance in 2025. Once the bonds are issued, the expenditures that were incurred and paid out of the general fund will be reimbursed.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

2023 Park Bonds Reimbursement Resolution #1

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	07/25/2024 08:53 AM
Form Started By: Roxanne Salone		Started On: 07/24/2024 01:25 PM
Final Approval Date: 07/25/2024		

CERTIFICATE FOR RESOLUTION

THE STATE OF TEXAS '
'
COUNTY OF WILLIAMSON '

We, the undersigned officials of Williamson County, Texas (the "County"), hereby certify as follows:

1. The Commissioners Court of the County convened in REGULAR MEETING ON THE _____ DAY OF _____, 2024, at the designated meeting place (the "Meeting"), and the roll was called of the duly constituted officers and members of the governing body, to wit:

Bill Gravell, County Judge
Terry Cook, Commissioner, Precinct 1
Cynthia Long, Commissioner, Precinct 2
Valerie Covey, Commissioner, Precinct 3
Russ Boles, Commissioner, Precinct 4

and all of said persons were present, except the following absentees: _____, thus constituting a quorum. Whereupon, among other business, the following was transacted at the Meeting: a written

RESOLUTION EXPRESSING OFFICIAL INTENT TO REIMBURSE FOR CERTAIN COSTS RELATED TO PARK PROJECTS FROM NOVEMBER 7, 2023 BOND ELECTION

was duly introduced for the consideration of the Commissioners Court. It was then duly moved and seconded that the Resolution be passed; and, after due discussion, said motion carrying with it the passage of the Resolution, prevailed and carried by the following vote:

AYES: _____

NOES: _____

2. A true, full and correct copy of the Resolution passed at the Meeting described in the above and foregoing paragraph is attached to and follows this Certificate; that the Resolution has been duly recorded in the Commissioners Court's minutes of the Meeting; that the above and foregoing paragraph is a true, full and correct excerpt from the Commissioner Court's minutes of the Meeting pertaining to the passage of the Resolution; that the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting county officials as indicated therein; that each of the elected officials and members of the Commissioners Court was duly and sufficiently notified officially and personally, in advance, of the time, place and purpose of the Meeting, and that the Resolution would be introduced and considered for passage at the Meeting, and each of the elected officials and members consented, in advance, to the holding of the Meeting for such purpose, and that the Meeting was open to the public and public notice of the

time, place and purpose of the meeting was given, all as required by Chapter 551, Government Code, as amended.

3. The County Judge of the County has approved and hereby approves the Resolution; that the County Judge and the County Clerk of the County have duly signed the Resolution; and that the County Judge and the County Clerk of the County hereby declare that their signing of this Certificate shall constitute the signing of the attached and following copy of the Resolution for all purposes.

SIGNED AND SEALED the _____ day of _____, 2024.

_____ _____

County Clerk County Judge

[COUNTY SEAL]

RESOLUTION NO. 1

RESOLUTION EXPRESSING OFFICIAL INTENT TO REIMBURSE FOR CERTAIN COSTS RELATED TO PARK PROJECTS FROM NOVEMBER 7, 2023 BOND ELECTION

WHEREAS, the Commissioners Court of Williamson County, Texas (the "County") expects to pay expenditures in connection with the project described on Exhibit A attached hereto (collectively, the "Project"); and

WHEREAS, the County finds, considers and declares that the reimbursement of the County for the payment of such expenditures will be appropriate and consistent with the lawful objectives of the City and, as such, chooses to declare its intention, in accordance with the provisions of Section 1.150-2 of the Treasury Regulations, to reimburse itself for such payments at such time as it issues obligations to finance the Project.

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

Section 1. The County reasonably expects to incur debt, as one or more separate series of various types of obligations, with an approximate aggregate principal amount not to exceed $59,000,000 for the purpose of paying the costs of the Project.

Section 2. All costs to be reimbursed pursuant hereto will be capital expenditures. No tax-exempt obligations will be issued by the County in furtherance of this Resolution after a date which is later than 18 months after the later of (1) the date the expenditures are paid or (2) the date on which the property, with respect to which such expenditures were made, is placed in service.

Section 3. The foregoing notwithstanding, no tax-exempt obligation will be issued pursuant to this Resolution more than three years after the date any expenditure which is to be reimbursed is paid.

EXHIBIT A

Any expenditures incurred by the County from LandDesign, Inc., for the planning, design, and engineering services related to the South San Gabriel River Trail Design Project. (Approved in Commissioner's Court on 7/23/2024, Item #23).

Any expenditures related to the cost sharing ILA for the shared use path along Berry Creek project with the City of Georgetown. (Approved in Commissioner's Court on 7/2/2024, Item #43).

Commissioners Court - Regular Session **50.**

Meeting Date: 07/30/2024

Acceptance of Court Awarded Forfeiture Unit for County Maintenance from Sheriff General Fund.

Submitted For: Julie Kiley **Submitted By:** Julie Kiley, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action to approve the maintenance of a court awarded forfeiture unit for the Sheriff's Office General Fund Budget.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	07/25/2024 08:57 AM
Form Started By: Julie Kiley		Started On: 07/24/2024 07:58 PM
Final Approval Date: 07/25/2024		

Commissioners Court - Regular Session **51.**

Meeting Date: 07/30/2024

Harris County Cultural Education Facilities Finance Corporation Hospital Revenue Bonds (Texas Children's Hospital) Series 2024

Submitted By: Julie Kiley, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take any appropriate action regarding a Resolution Approving the issuance of Harris County Cultural Education Facilities Finance Corporation Hospital Revenue Bonds (Texas Children's Hospital) Series 2024 to finance and refinance the costs of certain facilities for the Texas Children's Hospital in compliance with Section 147(f) of the Internal Revenue Code (Note: The proposed resolution approving the bonds does not create any liability for Williamson County).

Background

The Bonds are being issued to provide for further expansion of the Williamson County Texas Children's Hospital Facility. Section 147(f) of the Internal Revenue Code provides that a private activity bond (which is what these Bonds are considered) shall not be issued unless they have been approved by:(1) the governmental unit which issued such bond, or on behalf of which such bond was issued, and (2) generally, each governmental unit having jurisdiction over the area in which the facility financed by the proceeds of such bond is located. Item (2) is where Williamson County comes into this since the hospital facility is located in the County that the bonds are being issued for. Further, the approval must include a public hearing following reasonable public notice of the bond issuance. This requirement is commonly known as the "TEFRA requirement" because it was originally added to the Code by the Tax Equity and Fiscal Responsibility Act of 1982 (TEFRA). Documentation supporting the notice and public hearing is attached. The bonds are not a liability of Williamson County.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Resolution Harris County Cultural Education Facilities Finance Corporation Hospital Revenue Bonds Series 2024

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	07/25/2024 10:29 AM
Form Started By: Julie Kiley		Started On: 07/24/2024 08:25 PM
Final Approval Date: 07/25/2024		

CERTIFICATE FOR RESOLUTION

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

I, the undersigned County Clerk of Williamson County, Texas, hereby certify as follows:

1. The Commissioners Court (the "Commissioners Court") of Williamson County, Texas, (the "County") convened in regular meeting on July 30, 2024, at the regular meeting place thereof, within said County, and the roll was called of the duly constituted officers and members of said Commissioners Court, to wit:

Bill Gravell	County Judge
Terry Cook	Commissioner
Cynthia Long	Commissioner
Valerie Covey	Commissioner
Russ Boles	Commissioner

and all of said persons were present except for [_____], thus constituting a quorum. Whereupon, among other business, the following was transacted at said meeting: a written

RESOLUTION APPROVING THE ISSUANCE OF HARRIS COUNTY CULTURAL EDUCATION FACILITIES FINANCE CORPORATION HOSPITAL REVENUE BONDS (TEXAS CHILDREN'S HOSPITAL) SERIES 2024 TO FINANCE AND REFINANCE THE COSTS OF CERTAIN FACILITIES FOR THE TEXAS CHILDREN'S HOSPITAL AND WITH RESPECT TO A PUBLIC HEARING

was duly introduced for the consideration of said Commissioners Court. It was then duly moved and seconded that said resolution be adopted; and, after due discussion, said motion, carrying with it the adoption of said resolution, prevailed and carried by the following vote: [Ayes: _; Noes: _; Abstentions: _.]

2. A true, full and correct copy of the aforesaid resolution adopted at the meeting described in the above and foregoing paragraph is attached to and follows this certificate; said resolution has been duly recorded in said Commissioners Court's minutes of said meeting; the above and foregoing paragraph is a true, full and correct excerpt from said Commissioners Court's minutes of said meeting pertaining to the adoption of said resolution; the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of said Commissioners Court as indicated therein; each of the officers and members of said Commissioners Court was duly and sufficiently notified officially and personally, in advance, of the date, hour, place and purpose of the aforesaid meeting, and that said resolution would be introduced and considered for adoption at said meeting, and each of said officers and members consented, in advance, to the holding of said meeting for such purpose; and said meeting was open to the public as required by law; and public notice of the date, hour, place and subject of said meeting was given as required by the Texas Open Meetings Act, Chapter 551, Texas Government Code, as amended.

SIGNED this July 30, 2024.

County Clerk
Williamson County, Texas

[SEAL]

WHEREAS, the Harris County Cultural Education Facilities Finance Corporation (the "Issuer") is authorized, pursuant to the Cultural Education Facilities Finance Corporation Act, Texas Local Government Code Chapter 337 (the "Enabling Act"), to issue revenue bonds to finance and refinance the cost of cultural and/or health facilities, and to make loans to provide for financing or refinancing of the cost of such facilities; and

WHEREAS, Texas Children's Hospital ("Texas Children's") has requested that the Issuer issue, and the Issuer has approved the issuance of, its Hospital Revenue Bonds (Texas Children's Hospital) Series 2024 in one or more series (collectively, the "Bonds"), pursuant to the Enabling Act, and a loan of the proceeds of the Bonds to Texas Children's to finance and/or refinance the costs of certain facilities owned and/or operated and/or to be owned and/or operated by Texas Children's and/or its non-profit affiliates (as described more particularly in **Schedule 1** to **Exhibit A** hereto), which are facilities are and will be located throughout the State of Texas (the "Facilities"); and

WHEREAS, a portion of the Facilities consisting of the following sites are and/or will be located in Williamson County, Texas (the "County"): a health facility located at 9835 N Lake Creek Parkway, Austin, TX 78717 (the "Local Portion of the Facilities");

WHEREAS, the aggregate maximum stated principal amount of the Bonds to be issued on a tax-exempt basis to be used to finance and/or refinance the Facilities is $270,000,000 (provided that an additional amount of bonds may be issued on a taxable basis) and the aggregate maximum stated principal amount of the Bonds to be used to finance and refinance the Local Portion of the Facilities is $35,000,000; and

WHEREAS, Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"), requires that the Bonds and the Facilities to be financed with proceeds of the Bonds be approved by the "applicable elected representative" (the "AER") of the governmental unit having jurisdiction over the area in which the Facilities are or will be located, after a public hearing following reasonable public notice; and

WHEREAS, with respect to the Bonds and the Local Portion of the Facilities, the Commissioners Court (the "Commissioners Court") of the County is an AER; and

WHEREAS, a public hearing with respect to the Bonds was held on July 18, 2024 (the "Public Hearing") by the duly appointed hearing officer of the Issuer (the "Hearing Officer"), notice of such Public Hearing having been published not less than seven days before the day of such Public Hearing in a newspaper of general circulation available to residents within the boundaries of the County, all as shown in **Exhibit A** attached hereto; and

WHEREAS, the issuance of the Bonds and the action of the Commissioners Court with respect to the matters described herein will create no liability for the County or its residents;

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

1. All actions taken by or on behalf of the County or the Issuer with respect to the appointment of the Hearing Officer, the publication of the Notice of the Public Hearing and the conducting of such Public Hearing are hereby authorized, approved and ratified.

2. In order to comply with Section 147(f) of the Code, the Public Hearing has been held by or on behalf of the County, in which hearing members of the public were permitted to express their views with respect to the Facilities and the issuance of the Bonds for such purpose. Notice of such hearing was published no less than seven days prior to such hearing in a newspaper of general circulation in the County, and an affidavit of the publication of such notice and a copy of such notice are each attached to **Exhibit A** hereto. Based upon the results of such hearing (as shown in the certificate of public hearing officer attached hereto as **Exhibit A**), and for purposes of complying with Section 147(f) of the Code, the issuance of the Bonds for the Local Portion of the Facilities is hereby approved.

3. **THE COUNTY, THE COMMISSIONERS COURT, THE COUNTY JUDGE AND ALL OTHER COUNTY OFFICIALS MAKE NO REPRESENTATION OR WARRANTY OF ANY KIND WHATSOEVER WITH RESPECT TO THE FACILITIES OR THE ISSUANCE, CREDITWORTHINESS OR REPAYMENT OF THE BONDS TO BE ISSUED BY THE ISSUER WITH RESPECT TO THE FACILITIES. UNDER NO CIRCUMSTANCES SHALL THE COUNTY HAVE ANY LIABILITY, FINANCIAL OBLIGATION OR RESPONSIBILITY OF ANY KIND WITH RESPECT TO THE PAYMENT OF BONDS ISSUED FOR THE FACILITIES OR FOR THE CONSTRUCTION, MAINTENANCE, OPERATION OR ANY OTHER ASPECT OF THE FACILITIES**.

4. The County Judge and County Clerk of the County and other officers or representatives of the County are hereby authorized to execute and deliver such instruments, certificates, or documents necessary or advisable to carry out the intent and purpose of this resolution.

5. This resolution shall take effect immediately upon its passage and shall continue in force and effect from the date hereof.

PASSED AND APPROVED this 30th day of July, 2024.

Exhibit A
to Resolution

Certificate of Public Hearing Officer

[See Attached.]

CERTIFICATE OF PUBLIC HEARING OFFICER
REGARDING PUBLIC HEARING (INTERNAL REVENUE CODE § 147(f))

Re: Harris County Cultural Education Facilities Finance Corporation Hospital Revenue Bonds (Texas Children's Hospital) Series 2024 in one or more series (the "Bonds")

I, the undersigned, do hereby make and execute this certificate for the benefit of all persons interested in the reissuance for federal tax purposes of the above-captioned Bonds.

I hereby certify as follows:

1. I am the duly appointed hearing officer for the public hearing which was held in connection with the issuance of the Bonds at the time and place indicated in the Notice of Public Hearing attached hereto as **Schedule 1**.

2. The Notice of Public Hearing was published no less than seven days before the date of the public hearing, as evidenced by the Affidavit of Publication of the Notice of Public Hearing attached hereto as **Schedule 1**.

3. All persons (if any) appearing at the public hearing were given an opportunity to comment on the proposed issuance of the Bonds. No such persons appeared or made comments except as set forth on **Schedule 2** attached hereto.

4. After giving all interested persons an opportunity to appear and comment, the public hearing was declared closed.

WITNESS MY HAND as of the 18th day of July, 2024.

Shelby A. Harden
Hearing Officer

Schedule 1 - Affidavit of Publication of the Notice of Public Hearing (with Attached Notice of Public Hearing)
Schedule 2 - Names and Comments of Persons Attending Public Hearing

Schedule 1
to Exhibit A

AFFIDAVIT OF PUBLICATION WITH ATTACHED NOTICE OF PUBLIC HEARING

LOCALiQ
Austin
American-Statesman

PO Box 631667 Cincinnati, OH 45263-1667

AFFIDAVIT OF PUBLICATION

Bracewell Llp
300 Convent ST # 2700
San Antonio TX 78205-3739

STATE OF TEXAS, COUNTIES OF BASTROP, BELL, BLANCO, BURNET, CALDWELL, COMAL, CORYELL, FAYETTE, GILLESPIE, GUADALUPE, HAYS, KERR, LAMPASAS, LEE, LLANO, MILAM, TRAVIS & WILLIAMSON

The Austin American Statesman, a newspaper that is generally circulated in the counties of Bastrop, Bell, Blanco, Burnet, Caldwell, Comal, Coryell, Fayette, Gillespie, Guadalupe, Hays, Kerr, Lampasas, Lee, Llano, Milam, Travis and Williamson, State of Texas, printed and published and personal knowledge of the facts herein state and that the notice hereto annexed was Published in said newspapers in the issues dated on:

ACO American Statesman 07/11/2024

and that the fees charged are legal.
Sworn to and subscribed before on 07/11/2024

Legal Clerk

Notary, State of WI, County of Brown

10-25-26

My commission expires

Publication Cost:	$1010.00	
Tax Amount:	$0.00	
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Order No:	10370904	# of Copies:
Customer No:	1346229	0
PO #:	LACO0127608	

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

RYAN SPELLER
Notary Public
State of Wisconsin

NOTICE OF PUBLIC HEARING
HARRIS COUNTY CULTURAL EDUCATION FACILITIES FINANCE CORPORATION HOSPITAL REVENUE BONDS (TEXAS CHILDREN'S HOSPITAL) SERIES 2024

Notice is hereby given of a telephonic public hearing to be held by the Harris County Cultural Education Facilities Finance Corporation (the "Issuer") on July 18, 2024, at 10:00 a.m. Interested parties may join the public hearing on the date and the time indicated above by dialing +1.855.282.6330 (US Toll Free) and, when prompted, entering the meeting code 2661565700##. The hearing is regarding the issuance of obligations by the Issuer, which may be issued pursuant to a plan of finance in one or more series, in an aggregate principal amount not to exceed $265,000,000 (the "Bonds"). The Bonds will be issued as "qualified 501(c)(3) bonds" pursuant to section 145 of the Internal Revenue Code of 1986, as amended (the "Code"). Proceeds of the Bonds will be loaned to Texas Children's Hospital or an affiliate thereof (collectively, the "Corporation") to finance and refinance health facilities as herein described (collectively, the "Project"). The Corporation is the initial legal owner and/or operator of the Project. The proceeds of the Bonds will be used by the Corporation to provide funds to: (i) finance health facilities located at 6651 Main St. Houston, TX 77030 and 6621 Fannin St. Houston, TX 77030 in the maximum stated principal amount not to exceed $145,000,000; (ii) finance a health facility located at 9835 N Lake Creek Parkway, Austin, TX 78717 in the maximum stated principal amount not to exceed $35,000,000; and (iii) refund the Issuer's Hospital Revenue Bonds (Texas Children's Hospital) Series 2019B, the proceeds of which were used to refinance health facilities located at 1250 Moursund Street, Houston, TX, 1102 Bates Street, Houston, TX, 6651 South Main Street Houston, TX, and 6701 Fannin St. Houston, TX 77030 in the allocable maximum stated principal amount not to exceed $66,520,000, and 18200 Katy Freeway, Houston, TX in the allocable maximum stated principal amount not to exceed $18,480,000. The aforementioned hearing will be conducted by Shelby Harden or her designee. All interested persons are invited to telephonically attend such public hearing and express their views with respect to the Project and the Bonds. Questions or requests for additional information may be directed to Shelby Harden, Bracewell L.L.P, 1445 Ross Ave., Suite 3800, Dallas, TX 75202 (telephone: (214) 758-1682; e-mail: shelby.harden@bracewell.com). If a member of the public is having difficulty accessing the telephone conference line, they should contact Ms. Harden at the contact information set forth above for assistance. Any interested persons unable to attend the telephonic public hearing may submit their views in writing to Ms. Harden or by email to the contact information set forth above prior to the date scheduled for the hearing. This notice is published and the above-described hearing is to be held in satisfaction of the requirements of section 147(f) of the Code.
July 11 2024
LACO0127608

Schedule 2
to Exhibit A

NAMES AND COMMENTS OF PERSONS ATTENDING PUBLIC HEARING

None.

Commissioners Court - Regular Session **52.**

Meeting Date: 07/30/2024

Tx Fifth Wall Termination

Submitted By: Hal Hawes, General Counsel

Department: General Counsel

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing legal counsel for Williamson County to declare a final default and tender the CJC North Roof Replacement Project to the performance bond surety relating to the Contract for Construction Between Williamson County, Texas, and Texas Fifth Wall Roofing Systems, Inc, being dated effective October 24, 2023.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	07/25/2024 08:46 AM
Form Started By: Hal Hawes		Started On: 07/24/2024 10:25 AM
Final Approval Date: 07/25/2024		

Commissioners Court - Regular Session **53.**

Meeting Date: 07/30/2024

Termination of Hamilton Vaultronics LLC Service and Maintenance Agreements

Submitted By: Jacqueline Lentz, General Counsel

Department: General Counsel

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the termination of the Service and Maintenance Agreements with Hamilton Vaultronics LLC for the Williamson County Tax Office Round Rock and Cedar Park locations, effective September 30, 2024, and that appropriate officials take necessary actions to provide notice of such termination of the agreements.

Background

Based on the past year's usage, these agreements are no longer necessary.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Termination Letter

Cedar Park Contract

Round Rock Contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	07/25/2024 08:56 AM
Form Started By: Jacqueline Lentz		Started On: 07/24/2024 04:46 PM
Final Approval Date: 07/25/2024		

GENERAL COUNSEL
WILLIAMSON COUNTY COMMISSIONERS COURT

401 W 6TH STREET, GEORGETOWN, TEXAS 78626

HAL C. HAWES
GENERAL COUNSEL

SHANNON C. FRANCIS
Assistant General Counsel

JACQUELINE LENTZ
Assistant General Counsel

July 30, 2024

Via First Class U.S. Certified Mail:
Hamilton Vaultronics LLC
Attn: Daniel Harmon
1050 N. Grove Road
Richardson, Texas 75081

RE: **NOTICE OF CONTRACT TERMINATION**

LOCATIONS: 350 Discovery Blvd., St. 101, Cedar Park, TX 78613
1801 E. Old Settler's Blvd., St. 115, Round Rock, TX 78664

Dear Daniel Harmon:

As per the terms outlined in Section 10 of the Service and Maintenance Agreements, both effective August 27, 2020, the "agreement may be terminated at any time at the option of either party, without future or prospective liability for performance, upon giving sixty (60) days written notice thereof."

Therefore, the purpose of this letter is to give you official notice that the Williamson County Commissioners Court, as the legislative and governing body for Williamson County, has decided to terminate the Service and Maintenance Agreements at the Cedar Park and Round Rock locations listed above. The Service and Maintenance Contracts will terminate as of Monday, September 30, 2024.

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

Sincerely,

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

Hamilton Vaultronics LLC

Financial Equipment & Security Systems

Service and Maintenance Agreement

Williamson County Tax Office
350 Discovery Blvd St 101
Cedar Park, TX 78613

1050 N. Grove Rd.
Richardson, TX 75081
Phone: (972)994-0011
Fax: (972)994-0016

Customer	Service Location
Name: Williamson County Tax Office	Name: Williamson County Tax Office
Address: 904 S. Main St.	Address: 350 Discovery Blvd St 101
Georgetown, TX 78626	Cedar Park, TX 78613
Phone: 512-943-1601	Phone: 512-943-1601

Agreements as Following:

1. Upon receipt of the annual fee, Hamilton Vaultronics LLC agrees to clean, service and maintain in good condition, for a twelve month period, all the equipment as listed on the contract inventory sheet. The annual fee shall be $ 800.00 , payable in advance.

2. At midnight every year on your anniversary date this contract will renew automatically; unless either party gives sixty days prior notice to the anniversary date of their desire to cancel this agreement.

3. If the service agreement invoice has not been paid within 60 days of the anniversary date the contract will be cancelled and any work unbilled and/or unpaid will be invoiced at the then prevailing service rates. Agreement prices vary based on many factors such as, preventative maintenance inspections, special parts inventories, etc. and contract can not be prorated on only a 1/12 monthly formula if required.

4. The agreement price herein was calculated using Monday thru Friday, 8:00am to 5:00pm as the basis for the services performed. Any services required after hours will be invoiced at the current overtime rate. The agreement fees do not include moving or re-positioning any equipment or any subsequent major overhauls.

5. This agreement does not include, acts of god, misuse of equipment by employees or customers, vandalism, burglary, lightning, war, riot, blasting, bombings, earthquakes, tornadoes, terrorism, operational errors, damage to equipment by customer, vehicles, or loss of keys or combinations.

6. Additional Equipment may be added or deleted as necessary, from time to time and the contract value will be adjusted accordingly. Prior to this agreement going into effect, all equipment not previously under a service agreement with Hamilton Vaultronics LLC shall be inspected and brought up to current and proper operating conditions, at customers expense.

7. Customer agrees to promptly notify Hamilton Vaultronics LLC of any problem or malfunction of said equipment, so that Hamilton Vaultronics LLC may repair said equipment on a timely basis and prior to a serious failure/ lockout, etc.

8. Customer agrees that Hamilton Vaultronics LLC is a service and maintenance company and not an insurer. The payment of fees is based entirely on the services provided. All liability shall be, limited to a sum equal in amount to the annual service charge. This liability shall be complete and constitute customer's sole remedy at law or in equity. Customer further holds Hamilton Vaultronics LLC free and harmless from any and all claims whether from Customer or others, regardless of the cause.

9. No Waiver of Sovereign Immunity or 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.

10. Termination for Convenience: This agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving sixty (60) days written notice thereof. In the event of termination, The County will only be liable for its pro rata share of services rendered and goods actually received.

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

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

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

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

The following equipment will be inspected at the intervals noted:

<u>Bank Vault Equipment</u>:
i.e. vaults, vault doors, safes, lockers, safe deposit boxes, night depository heads.
Listed bank vault equipment shall be cleaned and inspected/adjusted_____ times per year. Listed bank vault equipment parts _____ are included, or _____ not included.

Should a vault or safe lockout occur during this agreement period, by causes other than those noted below, the safe or vault will be opened and repaired back to its working condition at no expense to the customer. Lockouts, lost combinations, and or damages caused by acts of god, fire, water, burglary, misuse, settling of walls or foundations are beyond the control of Hamilton Vaultronics and are not covered in this agreement. Vault door hinges and pressure systems are major components and are not covered in this agreement.

Drive-In Equipment:
Listed Drive-In equipment shall be cleaned, lubed/inspected 1 times per year. Parts are X or are not_____ included in this agreement.
Pneumatic carriers, carrier rings and washers are expendable parts and are not included in this agreement.
Overloaded and or stuck carriers caused by customer misuse or foreign objects are not covered.

Alarm/CCTV Equipment:
Listed alarm/CCTV equipment shall be tested, inspected and calibrated_____ times per year.
Alarm repair parts _____ are, are not _____ included in this agreement.
CCTV repair parts_____ are, are not _____ included in the agreement.
The above agreement pricing, when parts are included cover only repair parts for equipment that is of modern age and economically repairable. There are no replacement CCTV components included in this agreement.

There are no other agreements, whether written or verbal, modifying the terms of this agreement.

Hamilton Vaultronics is licensed and regulated by the Texas Department of Public Safety Private Security Bureau at P.O. Box 4087 - Austin, TX 78773-0001.

Customer _____ Hamilton Vaultronics _____

Authorized by:

By Judge Bill Gravell Jr. (Sep 15, 2020 14:51 CDT) By: Daniel Hamm

Title: _____ Title: President.

Date: Sep 15, 2020 Date: 8-27-20

This agreement is effective only upon written acceptance by Hamilton Vaultronics at its offices in Richardson, Texas.
Accepted at Richardson, Texas the 27 day of August, 20 20.

Contract Inventory Sheet

Qty.	Description	Comments	Price
1	Hamilton XLR1000 pneumatic system, one-way video w/2 teller stations	Installation date 7/28/2020 Contract start date 7/29/2021	800.00

Thank you, we appreciate the opportunity of working for you!
Hamilton Vaultronics

Agenda Item #17 09.15.2020 Cedar Park Tax Office Vault Maintenance, Hamilton Vautronics, LLC

Final Audit Report 2020-09-15

Created:	2020-09-15
By:	Kerstin Hancock (khancock@wilco.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAvZIxwjWtcOd7pavANtZZgkjkqVm7XwMY

"Agenda Item #17 09.15.2020 Cedar Park Tax Office Vault Maintenance, Hamilton Vautronics, LLC" History

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2020-09-15 - 7:51:49 PM GMT

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Hamilton Vaultronics LLC

Financial Equipment & Security Systems

Service and Maintenance Agreement

Williamson County Tax Office
1801 E. Old Settler's Blvd St 115
Round Rock, TX 78664

1050 N. Grove Rd.
Richardson, TX 75081
Phone: (972)994-0011
Fax: (972)994-0016

Customer	Service Location
Name: Williamson County Tax Office	Name: Williamson County Tax Office
Address: 904 S. Main St.	Address: 1801 E. Old Settler's Blvd St 115
Georgetown, TX 78626	Round Rock, TX 78664
Phone: 512-943-1601	Phone: 512-943-1601

Agreements as Following:

1. Upon receipt of the annual fee, Hamilton Vaultronics LLC agrees to clean, service and maintain in good condition, for a twelve month period, all the equipment as listed on the contract inventory sheet. The annual fee shall be $ 800.00 , payable in advance.

2. At midnight every year on your anniversary date this contract will renew automatically; unless either party gives sixty days prior notice to the anniversary date of their desire to cancel this agreement.

3. If the service agreement invoice has not been paid within 60 days of the anniversary date the contract will be cancelled and any work unbilled and/or unpaid will be invoiced at the then prevailing service rates. Agreement prices vary based on many factors such as, preventative maintenance inspections, special parts inventories, etc. and contract can not be prorated on only a 1/12 monthly formula if required.

4. The agreement price herein was calculated using Monday thru Friday, 8:00am to 5:00pm as the basis for the services performed. Any services required after hours will be invoiced at the current overtime rate. The agreement fees do not include moving or re-positioning any equipment or any subsequent major overhauls.

5. This agreement does not include, acts of god, misuse of equipment by employees or customers, vandalism, burglary, lightning, war, riot, blasting, bombings, earthquakes, tornadoes, terrorism, operational errors, damage to equipment by customer, vehicles, or loss of keys or combinations.

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7. Customer agrees to promptly notify Hamilton Vaultronics LLC of any problem or malfunction of said equipment, so that Hamilton Vaultronics LLC may repair said equipment on a timely basis and prior to a serious failure/ lockout, etc.

8. Customer agrees that Hamilton Vaultronics LLC is a service and maintenance company and not an insurer. The payment of fees is based entirely on the services provided. All liability shall be, limited to a sum equal in amount to the annual service charge. This liability shall be complete and constitute customer's sole remedy at law or in equity. Customer further holds Hamilton Vaultronics LLC free and harmless from any and all claims whether from Customer or others, regardless of the cause.

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

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There are no other agreements, whether written or verbal, modifying the terms of this agreement.

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Customer _____ Hamilton Vaultronics _____

Authorized by:

By: Judge Bill Gravell Jr. (Sep 15, 2020 14:52 CDT) By: Daniel Haman

Title: _____ Title: President.

Date: Sep 15, 2020 Date: 8-27-20

This agreement is effective only upon written acceptance by Hamilton Vaultronics at its offices in Richardson, Texas.
Accepted at Richardson, Texas the 27 day of August, 20 20 .

Contract Inventory Sheet

Qty.	Description	Comments	Price
1	Hamilton XLR1000 pneumatic system, one-way video w/2 teller stations	Installation date 7/30/2020 Contract start date 7/31/2021	800.00

Thank you, we appreciate the opportunity of working for you!
Hamilton Vaultronics

Agenda Item 17 09.15.2020 Round Rock Tax Office Vault Maintenance, Hamilton Vaultronics, LLC

Final Audit Report 2020-09-15

Created:	2020-09-15
By:	Kerstin Hancock (khancock@wilco.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAgYKDsDOyUSoUoCiQdEBhUPqdV2XONcyJ

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Commissioners Court - Regular Session **54.**

Meeting Date: 07/30/2024

Bickerstaff engagement agreement

Submitted By: Shannon Francis, General Counsel

Department: General Counsel

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on the engagement of the law firm of Bickerstaff Heath Delgado Acosta LLP to represent Williamson County in relation to the case of Cause No. 23-0195-C425; Maria Barroyeta Rojas v. Paul Schmidt, et al.; In the 425th Judicial District Court of Williamson County, Texas; 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 Texas Local Government Code § 262.024(a)(4).

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

engagement letter - bickerstaff

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	07/25/2024 08:59 AM
Form Started By: Shannon Francis		Started On: 07/24/2024 08:39 PM
Final Approval Date: 07/25/2024		

Bickerstaff Heath Delgado Acosta LLP

Two Barton Skyway 1601 S. MoPac Expy., Suite C400, Austin, TX 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.

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 Two Barton Skyway 1601 S. MoPac Expy., Suite C400, Austin, TX 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 any time 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:_____

_____
[Printed name]

Title:_____

Date:_____

By:_____

_____
[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 in Cause No. 23-0195-C425, *Rojas v. Wiliamson County, et al*. in the 425th District Court of Williamson County, Texas well as any appeals or proceedings ancillary thereto.

- 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

B Rates

TIMEKEEPER	2024 Billing Rate
Albright, Stefanie	$385
Arnold, Philip	$385
Caputo, Cobby	$435
Gonzalez, Vanessa	$400
Heath, Bob	$510
Katz, Joshua	$385
Kimbrough, Chuck	$355
Maxwell, Susan	$400
Miller, Gregory	$385
Rogers, Emily	$400
Russell, Claudia	$395
Seaquist, Gunnar	$385
Than, Catherine	$400
Weller, Steven	$395
Kelley, Kimberly	$310
Labashosky, Sara	$320
Robinson, Lori	$335
Caroom, Doug	$470
Delgado, Hector	$455
Dugat, Bill	$405
Falk, Syd	$470
Pagan, Kevin	$420
Legal Assistants/Specialists	$210
McCall, Sherry	$260

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
July 24, 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 **55.**

Meeting Date: 07/30/2024

Dell Technologies License 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 an Agreement between Williamson County and Dell Computer Holdings L.P. (Dell) relating to the Williamson County Sheriff's Office use of Dell's real property for purposes of training.

Background

This training site is for TCOLE mandated ALERRT law enforcement training exercises. Term of Use automatically terminates at 8:00 p.m. on August 5, 2024.

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Dell Computer Holdings L.P.

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	07/25/2024 08:57 AM
County Judge Exec Asst.	Becky Pruitt	07/25/2024 10:28 AM
Form Started By: Starla Hall		Started On: 07/17/2024 01:22 PM
Final Approval Date: 07/25/2024		

DELL Technologies

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (this "Agreement") is made between **DELL COMPUTER HOLDINGS L.P.,** a Texas limited partnership (**"Dell"**) and **WILLIAMSON COUNTY SHERIFF'S OFFICE, acting by and through WILLIAMSON COUNTY, TEXAS** (**"Licensee"**) (Dell and Licensee are sometimes referred to herein collectively as the "parties").

RECITALS

WHEREAS, Dell is the owner of that certain property located at 2401 Greenlawn Blvd., Round Rock, TX 78682 (the **"Property"**);

WHEREAS, Licensee has requested access to the portion of the Property known as RR8 shown as "A" in **Exhibit "A"** attached hereto (the **"Event Site"**);

WHEREAS, Dell desires to grant to Licensee a license for the limited use of a portion of the Event Site for the purpose of Licensee conducting SWAT training exercises (the **"Event"**) at the Event Site;

WHEREAS, Dell and Licensee desire for Licensee to assume all responsibility for those participating in, spectating and/or supervising said Event; and

WHEREAS, in connection with granting Licensee said license for the right to use the Event Site as set forth above, the parties desire to enter into this Agreement to acknowledge the terms and conditions applicable to such right.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

1. **Grant of License.** Dell does hereby grant to Licensee a license to enter onto the parking lot in or near the Event Site and enter onto that certain portion of the Event Site as described on **Exhibit "A"** attached hereto, for the purpose of conducting law enforcement S.W.A.T. training exercises provided, however, that such license shall be utilized only during the hours of 7:00 a.m. through 8:00 p.m. on August 5, 2024. Licensee shall undertake such use in compliance with all applicable laws, codes, ordinances and governmental regulations.

The license granted herein shall further be limited in scope. The training that is described by the Event shall be conducted using "Simunition" facsimile ammunition and no actual ammunition shall be used or approved for use during the Event.

Licensee agrees that it shall comply with all laws, ordinances and other regulations governing use of the Event Site. Licensee shall not cause physical damage to the Property and, further, it shall return the Event Site to the condition in which it was prior to the Event.

2. **Termination of License.** The license herein granted to Licensee (the **"License"**) shall automatically terminate at **8:00 p.m. on August 5, 2024**.

3. **License Fee Waived.** Licensee shall not be required to pay any rent or fee to Dell for this License.

JSH

JSH

4. **No Dedication.** No provision of this Agreement shall ever be construed to grant or create any rights whatsoever in or to any portion of the Property other than the License during the period of this License.

5. **Notice.** Any notice hereunder must be in writing, and shall be effective the earlier of (i) when actually received by the party to be notified, or (ii) upon the expiration of three (3) days after being deposited in the United States mail, overnight courier, certified or registered mail, return receipt requested, addressed as set forth below (or as may be designated from time to time as provided in this Paragraph 5). For purposes of notice, the addresses of the parties, until changed as herein provided, shall be as follows:

If to Dell: c/o Dell Inc.
One Dell Way, R-33
Round Rock, Texas 78682
Attn: Legal Department – Americas Real Estate

If to Licensee: Williamson County Sheriff's Office
508 S. Rock Street
Georgetown, TX 78626
Attn: Hal C. Hawes, General Counsel

6. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties as to the subject matter hereof. The parties do not rely upon any statement, promise or representation not herein expressed, and this Agreement once executed and delivered shall not be modified or altered in any respect except by a writing executed and delivered in the same manner as required by this document.

7. **Assignability; Successors.** The rights, privileges and benefits herein granted to Licensee shall be personal to Licensee and shall not constitute servitudes or benefits that run with the land. Accordingly, this Agreement and the rights, privileges and benefits herein granted may not be assigned. Subject to the foregoing provisions, this Agreement shall bind and inure to the benefit of the parties and their respective successors and assigns.

8. **Indemnification.** To the extent authorized by law, Licensee hereby agrees to indemnify, defend and hold Dell and its representatives, agents, officers, directors, employees, shareholders, attorneys, successors and assigns (together, the "**Indemnified Parties**") harmless from and against, and shall reimburse the Indemnified Parties for, any and all liability, losses, costs, claims (including but not limited to claims related to contracting communicable diseases, including but not limited to COVID-19), causes of action, damages, expenses, judgments, penalties, fines, financial responsibilities or obligations of any nature whatsoever arising out or in any way relating to Licensee's exercise of its rights under this Agreement or the entry otherwise by Licensee, its employees and their vehicles onto the Property. To the extent an indemnification by Licensee is not authorized by law, Licensee hereby agrees that it shall be responsible for death and bodily injury for all Event participants and further agrees that Licensee shall be responsible for costs and claims associated with the Event. Licensee is not liable for any damage caused by a pre-existing condition on the Property that is unrelated to Licensee's use of the Property under this Agreement.

9. **Insurance.** Licensee is a political subdivision of the State of Texas and as such, Licensee is subject to the liability and damage limitations of the Texas Tort Claims Act. Licensee has chosen to self-insure rather than to obtain insurance coverage for its residual liability and the full faith and credit of Licensee, therefore, stands behind any lawful claims against it, its officials, employees, or agents.

10. **Governing Law.** This Agreement shall be construed in accordance with and governed by the laws of the State of Texas.

EXECUTED to be effective as of the date of the last party's execution below.

DELL:

DELL COMPUTER HOLDINGS, L.P.

By: Dell DFS Corporation, a Delaware corporation, its General Partner

By: JsHeatrne
JsHeatrne (Jul 24, 2024 16:42 CDT)
Name: Jeff Hearne
Title: Senior Director, Corporate Security
Date: July 24, 2024

LICENSEE:

WILLIAMSON COUNTY SHERIFF'S OFFICE, Acting by and Through Williamson County, Texas

By: _____
Name: _____
Title: _____
Date: _____, 2024

Exhibit "A"
Event Site

The Event site shall consist of (i) a reasonable number of parking spaces in the vicinity of Dell Way, Building #8, Round Rock, TX 78664, and (ii) access to floors 1, 2, and 3, in Building #8, with the exception of the following locations within the building:

- Big Rock Lab
- Breckenridge Lab
- Mountain Dew Lab
- Integrated Solutions Engineering Lab
- DPS Lab
- All rooms with an IDF designation (network telecommunications equipment)

Commissioners Court - Regular Session **56.**

Meeting Date: 07/30/2024

Approval of Contract for Construction for the Historic Jail – Partial Demolition with G2 Construction Services, 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 the Contract for Construction, #2024240, with G2 Construction Services, Inc., for the Historic Jail – Partial Demolition for Facilities Management, in the amount of $475,000.00 pursuant to Cooperative Purchasing – TIPS 211001, and authorize execution of the agreement. Funding source is P610.

Background

This Contract for Construction between Williamson County and G2 Construction Services, Inc., relates to the partial Historic Jail demolition project located at 312 S Main Street, Georgetown, TX 78626, with a substantial completion date of one hundred and twenty (120) days. A detailed Scope of Work is attached. Funding Source is P610. The Department point of contact is Christy Matoska.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Contract for Construction

Form 1295 - G2 Construction Services, Inc.

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	07/23/2024 04:29 PM
County Judge Exec Asst.	Becky Pruitt	07/25/2024 08:16 AM
Form Started By: Stacian Williams		Started On: 07/18/2024 09:30 AM
Final Approval Date: 07/25/2024		

CONTRACT FOR CONSTRUCTION
(Cooperative Purchasing – TIPS – Contract Number 211001)

PROJECT: **Historic Jail – Partial Demolition** ("Project")

GENERAL CONTRACTOR: **G2 Construction Services, Inc.** ("GC")
Jimmy S. Gibson, Vice President
3300 Shell Road, Suite 3
Georgetown, TX 78628

ARCHITECT & ENGINEER: **Williamson County Architect** ("A/E")
Trenton H. Jacobs, AIA
3101 SE Inner Loop
Georgetown, TX 78626

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

THIS CONTRACT FOR CONSTRUCTION ("Contract") is made and entered into effective as of the latest date of the signatories indicated at the conclusion of this document (the "Effective Date"), by and between **Williamson County**, a body corporate and politic under the laws of the State of Texas ("County") and GC.

ARTICLE 1
SCOPE OF WORK

County desires to retain a GC for the **Historic Jail – Partial Demolition** (hereinafter called the "Project"). GC has overall responsibility for and shall provide complete construction services and furnish all materials, equipment, tools and labor as necessary or reasonably inferable to complete the Project, or any phase of the Project, in accordance with County's requirements and the terms of this Contract (hereinafter collectively referred to as the "Work").

ARTICLE 2
GENERAL PROVISIONS

2.1 Contract Documents.

2.1.1
The Contract Documents consist of this Contract and all exhibits and attachments listed, contained, or referenced therein, the Williamson County Uniform General Conditions ("UGCs"), Supplementary or other Conditions, if any, the Drawings, Specifications, Addenda issued prior to the Effective Date of this Contract, The Bid/ Proposal Documents as defined by the Invitation for Bidders/ Request for Proposals, and all Change Orders and any other Modifications issued after the Effective Date of this Contract, all of which form this Contract and are as fully a part of this Contract as if attached to this Contract.

2.1.2
This Contract represents the entire and integrated agreement between the Parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Contract, this Contract shall govern. To the extent of any direct conflict or inconsistency between any of the Contract Documents, GC shall immediately notify County and seek clarification from A/E and County.

2.1.3
The term "GC" shall be interchangeable with the terms "Proposer," "Bidder," Respondent," "Contractor," and "General Contractor" or other similar terms as appropriate in the Contract Documents.

2.2 Relationship of the Parties.

2.2.1
GC accepts the relationship of trust and confidence established by this Contract and shall cooperate with A/E and County and exercise GC's skill and judgment in furthering the interests of County; to furnish efficient construction administration, management services and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with County's interests.

2.2.2
It is understood and agreed that GC shall not in any sense be considered a partner or joint venturer with County, nor shall GC hold himself out as an agent or official representative of County unless expressly authorized to do so by a majority of the Williamson County Commissioners Court. GC 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 County other than what may be expressly allowed under this Contract.

2.3 General Conditions.

2.3.1
The term "Contractor" as used herein or in the UGCs shall mean GC.

2.3.2
The term "Owner" as used herein or in the UGCs shall mean County.

2.3.3
The term "Architect" as used herein or in the UGCs shall mean A/E.

ARTICLE 3
CONTRACT TIME

3.1
County shall provide a Notice to Proceed in which a date for commencement of the work shall be stated. GC shall achieve Substantial Completion of the Work within **one hundred twenty (120) calendar days** after such Commencement Date. As such completion date may be extended by approved Change Orders. Unless otherwise specified in writing, GC shall achieve Final Completion within **thirty (30) calendar days** of Substantial Completion. The time set forth for completion of the work is an essential element of the Contract.

3.2 Liquidated Damages.

GC acknowledges and recognizes that County is entitled to full and beneficial occupancy and use of the completed Work following expiration of the Contract Time and that County has entered into, or will enter into, binding agreements upon GC's achieving Substantial Completion of the Work within the Contract Time. GC further acknowledges and agrees that if GC fails to complete substantially or cause the Substantial Completion of any Phase of the Work within the Contract Time, County will sustain extensive damages and serious loss as a result of such failure. In the cases of missed scheduled events, which incur exact losses of revenue and exact expenses for fees and other cancellation costs, GC shall be responsible for the exact amount of damages sustained by County. In other cases, the exact amount of such damages will be extremely difficult to ascertain. Therefore, County and GC agree as set forth below:

3.2.1
Subject to the other terms and conditions herein, if Substantial Completion is not achieved by the date specified above or by such date to which the Contract Time may be extended, the Contract Sum shall be reduced by **One Thousand Dollars ($1,000) per calendar day** as liquidated damages and not as a penalty, until the date of Substantial Completion. Force majeure shall apply relative to both rain/snow delays (acts of nature) and/or supply delays over which GC has no control, and such force majeure delays shall not be subject to such reduction of the Contract Sum.

3.2.2
County may deduct liquidated damages described herein from any unpaid amounts then or thereafter due GC under this Contract. Any liquidated damages not so deducted from any unpaid amounts due GC shall be payable by GC to County at the demand of County, together with the interest from the date of the demand at a rate equal to the prime interest rate as published by the Wall Street Journal on the **first (1st) business day** after such amounts are demanded.

3.2.3
Notwithstanding anything to the contrary in this Contract, if County is unable to recover any portion of liquidated damages in accordance with the terms and conditions herein because it is found to be unenforceable or invalid as a penalty or otherwise, then, County shall be entitled to recover from GC all of County's actual damages in connection with the failure by GC to achieve Substantial Completion of the Work within the Contract Time, including, without limitation, direct, indirect, or consequential damages.

ARTICLE 4
THE CONTRACT SUM

4.1 Contract Sum.
County shall pay GC for completion of the Work in accordance with the Contract Documents the amount of **Four Hundred Seventy-Five Thousand Dollars ($475,000)**.

4.2 Contract Payments.
Method and terms of payment of the Contract Sum shall be in accordance with the Contract Documents.

4.3 Owner's Contingency.
County and GC acknowledge the Work has become necessary due to **narrow focus of repairs** that have not allowed for all plans and specifications to be fully developed. Therefore, County and GC anticipate the need for future Change Orders to be issued after the Work commences. To provide funding for such Change Orders, a not to exceed amount of **Forty-Seven Thousand Five Hundred Dollars ($ 47,500)** shall serve as the Owner's Contingency from which such changes in the Work are to be paid in accordance with the General Conditions.

4.3.1
Owner's Contingency is controlled solely by County.

4.3.2
Expenditures from the Owner's Contingency must be made by Change Order issued by County in accordance with the General Conditions.

4.3.3
Unless otherwise provided in the Contract Documents, County will not pay a mark-up for profit and overhead on any change paid out of the Owner's Contingency. GC shall not be entitled to any compensation from any unused amounts of the Owner's Contingency.

4.3.4
For purposes of **Local Government Code Section 262.031** (calculation for maximum change order cap), the Contract Sum set out in **Section 6.1** above, plus the Owner's Contingency (set out in **Section 4.3** above), shall serve as the original Contract price.

4.4 Allowable Overhead and Profit Markup on Changes in the Work.
In case of an increase in the Contract Sum due to a change in the Work and in accordance with **UGC 7**, the amounts GC may add to the pricing of a change for overhead and profit are as follows:

4.4.1
For Work performed directly by GC with its Own Employees: GC may add up to **fifteen percent (15%)** for Work performed directly by GC for any specific change.

4.4.2
For Managing Subcontracted Work: GC may add up to **ten percent (10%)** for managing subcontracted Work for any specific change.

Only one percentage, referenced above, shall be used for the purpose of calculating the markup for a specific change amount. For changes involving both additions and deletions, the allowed markup will be allowed only on the net addition. The allowed markup shall cover all overhead expenses and profit of any kind relating to the specific change.

ARTICLE 5
GC REPRESENTATIONS

5.1
In order to induce County to enter into this Contract, GC makes the following representations:

5.1.1
GC has examined and carefully studied the Contract Documents and the other related data identified in the Bid/ Proposal Documents.

5.1.2
GC has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

5.1.3
GC is familiar, agrees and will comply with any and all federal, state, and local laws and regulations that may affect cost, progress, and performance of the Work.

5.1.4
GC has considered the information known to GC; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of

construction to be employed by GC, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) GC's safety precautions and programs.

5.1.5
Based on the information and observations referred to in **Paragraph 5.1.4** above, GC does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Sum, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

5.1.6
GC is aware of the general nature of work to be performed by County and others at the Site that relates to the Work as indicated in the Contract Documents.

5.1.7
GC has given A/E written notice of all conflicts, errors, ambiguities, or discrepancies that GC has discovered in the Contract Documents, and the written resolution thereof by A/E is acceptable to GC.

5.1.8
The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

5.2 Insurance and Bonds.
For all phases of the Project, GC and County shall purchase and maintain insurance, and bonds as set forth below, in the Contract Documents, or as required by law.

5.3
Upon execution of this Contract, GC shall provide performance and payment bonds on forms acceptable to County. The penal sum of the payment and performance bonds shall be equal to the Contract Sum.

5.4
Prior to final payment, GC shall provide County with a Warranty Bond in the sum of **ten percent (10%)** of the Contract Sum for **twelve (12) months** from Substantial Completion of the Work. The form of bond shall be approved by County.

5.5
GC shall not commence Work under this Contract until it has obtained all required insurance and until evidence of the required insurance has been reviewed and approved by County. County's review of the insurance shall not relieve nor decrease the liability of GC. Prior to commencing any Work under this Contract, GC shall provide evidence of the following insurance coverages:

5.5.1
Prior to commencing any construction work, GC shall provide evidence of Builder's Risk coverage as set forth in the Request for Qualifications/ Request for Proposal, attached as an Exhibit, in the UGCs, or as otherwise specified or required by the County, which coverage shall remain in full force and effect throughout the term of the Project and shall

be increased as necessary for each separate bid package, phase, change order, or Stage of construction prior to the commencement of construction for that package, phase, or Stage; and

5.5.2
GC shall include required insurance information in trade packages and indicate on bid/proposal forms the insurance that bidders/proposers are to include in their base bids/proposals.

5.6
GC shall not cause or allow any of its required insurance to be canceled, nor permit any insurance to lapse during the term of this Contract or as required in this Contract. If GC fails to obtain, maintain, or renew any insurance required by this Contract, County may obtain insurance coverage directly and recover the cost of that insurance from GC.

5.7
County reserves the right to review the insurance requirements set forth in **this Article** during the effective period of this Contract and to make reasonable adjustments to the insurance coverages and their limits when deemed necessary and prudent by County based upon changes in statutory law, court decisions, or the claims history of the industry as well as GC.

5.8
County shall be entitled, upon request, and without expense, to receive complete copies of the policies with all endorsements and may make any reasonable requests for deletion, or revision or modification of particular policy terms, conditions, limitations, or exclusions, except where policy provisions are established by law or regulation binding upon the Parties or the underwriter of any of such polices. Damages caused by GC failing to purchase and maintain the insurance required by this Contract shall be paid by GC.

5.9
The cost of premiums for any additional insurance coverage desired by GC in excess of that required by this Contract or the Contract Documents shall be borne solely by GC out of its fees and not included as a Direct Construction Cost.

ARTICLE 6
COUNTY'S RESPONSIBILITIES

6.1 Information and Services Required of County.

6.1.1
County will secure the services of surveyors, soils engineers, existing facility surveys, testing and balancing, environmental surveys. or other special consultants to develop such additional information as may be necessary for the Project. County shall arrange and pay for materials, structural, mechanical, chemical, and other laboratory tests as required by the Contract Documents.

6.1.2
During the Construction Phase, County shall furnish information or services required of County by the Contract Documents with reasonable promptness. County shall also furnish any other information or services under County's control and relevant to GC's performance of the Work with reasonable promptness after receiving GC's written request for such information or services.

6.2 Legal Requirements.
County shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet County's needs and interests.

6.3 County's Designated Representative.
County shall identify a representative authorized to act on behalf of County with respect to the Project. County's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of GC. The term "Owner" means County or County's Designated Representative.

6.4 Architect/ Engineer.
County may retain an A/E to provide services, duties and responsibilities as described in the Professional Services Agreement between A/E and County.

ARTICLE 7
PROJECT TEAM

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

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

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

GC's Designated Representative for purposes of this Contract is as follows:

G2 Construction Services, Inc.
Jimmy S. Gibson, Vice President
3300 Shell Road, Suite 3
Georgetown, TX 78628

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

GC's designated project execution team is as follows:

Project Manager: **Jimmy S. Gibson**
Project Superintendent: **Charles Cole/Patrick Martinka**

The Project Manager and Superintendent shall be assigned full-time to delivery of the Project upon commencement of the Construction phase. County shall have the right to terminate the Amended Contract, with no penalty to County, if the individuals named above are removed from their assignments or are assigned to simultaneous non-related projects without prior written acceptance by County.

ARTICLE 8
NOTICE

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

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

With copy to: Williamson County Facilities Management
Attn: Director of Facilities

3101 SE Inner Loop
Georgetown, Texas 78626

and to: Office of General Counsel
Williamson County Commissioners Court
401 W. 6th Street
Georgetown, Texas 78626

GC: G2 Construction Services, Inc.
3300 Shell Road, Suite 3
Georgetown, TX 78628

Attention: Jimmy S. Gibson
Vice President

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

ARTICLE 9
DISPUTE RESOLUTION, SUSPENSION OR TERMINATION

9.1 Dispute Resolution.
Any Claim or Dispute between County and GC shall be resolved in accordance with the provisions set forth in **UGC 15**.

9.2 Suspension.
The Work may be suspended by County as provided in **UGC 14.3**. In such case, the Contract Time shall be increased as provided in **UGC 14.3.2**.

9.3 Termination.
Subject to the provisions of **this Section**, this Contract may be terminated as provided in the UGCs.

9.3.1
If County terminates this Contract, the amount payable to GC pursuant to **UGCs 14.2 and 14.4**.

9.3.2
If GC terminates this Contract, the amount payable to GC under **UGC 14.1.3**.

ARTICLE 10
MISCELLANEOUS PROVISIONS

10.1 Meaning of Terms.
Terms in this Contract shall have the same meaning as those in the UGCs.

10.2 No Waiver of Immunity.
Nothing herein shall be construed as a waiver of sovereign immunity by Williamson County.

10.3 Governing Law.
This Contract and all of the rights and obligations of the parties and all of the terms and conditions shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas without reference to its conflicts of law provisions. Williamson County shall be the sole place of venue for any legal action arising from or related to this Contract or the Project in which County is a party.

10.4 Assignment.
County and GC, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Contract. GC shall not assign this Contract without the written consent of County. If GC attempts to make an assignment without County's consent, GC shall nevertheless remain legally responsible for all obligations under this Contract.

10.5 Other Provisions.

10.5.1
GC represents and warrants the following to County (in addition to any other representations and warranties contained in the Contract Documents), as an inducement to County to execute this Contract, which representations and warranties shall survive the execution and delivery of this Contract, any termination of this Contract, and the final completion of the Work:

.1 that it and its Subcontractors are financially solvent, able to pay all debts as they mature, and possessed of sufficient working capital to complete the Work and perform all obligations hereunder;

.2 that it is able to furnish the tools, materials, supplies, equipment, and labor required to complete the Work and perform its obligations hereunder;

.3 that it is authorized to do business in the State of Texas and properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over it and over the Work and the project;

.4 that its execution of this Contract and its performance thereof is within its duly authorized powers;

.5 that its duly authorized representative has visited the site of the Project, familiarized himself with the local and special conditions under which the Work is to be performed, and correlated its observations with the requirements of the Contract Documents; and

.6 that it possesses a high level of experience and expertise in the business administration, construction, construction management, and superintendence of projects of the size, complexity, and nature of this particular Project, and it will perform the Work with the care, skill, and diligence of such a contractor.

ARTICLE 11
SCOPE OF CONTRACT AND CONTRACT DOCUMENTS

11.1
This Contract represents the entire and integrated agreement between County and GC and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may be amended only by written instrument signed by both County and GC.

11.2
The following documents comprise the Contract Documents:

1. This Contract between County and GC;
2. Drawings, Plans and Specifications;
3. Addenda issued prior to the Effective Date of this Contract;
4. Cooperative Contract # **211001**; and
5. All Change Orders and any other Modifications issued after the Effective Date of this Contract.

11.3
In the event of a dispute or conflict relating to the terms and conditions of the Contract Documents, applicable documents will be referred to for the purpose of clarification, conflict resolution or for additional detail in the following order of precedence:

1. This Contract between County and GC;
2. Drawings, Plans and Specifications;
3. Addenda issued prior to the Effective Date of this Contract;
4. Cooperative Contract # **211001**; and
5. All Change Orders and any other Modifications issued after the Effective Date of this Contract.

ARTICLE 12
SIGNATORY WARRANTY

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

IN WITNESS WHEREOF, County has caused this Contract to be signed in its name by its duly authorized County Judge, or presiding officer of the Williamson County Commissioners Court in the absence of the County Judge, thereby binding the parties hereto, their successors, assigns, and representatives for the faithful and full performance of the terms and provisions hereof. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY

AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, TERMINATE, OR MODIFY THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

GC:
G2 Construction Services, Inc.

By: _____
Signature

Jimmy S Gibson
Printed Name

Vice President
Title

Date Signed: 7/15/24

COUNTY:
Williamson County, Texas

By: _____
Signature

_____
Printed Name

_____
Title

Date Signed: _____

EXHIBIT A

DRAWINGS, PLANS AND SPECIFICATIONS

Historic Jail – Partial Demolition – G2 Construction Services, Inc.

Attach documents below:

Scope of Work:

1. Asbestos abatement will be done according to the SSCI survey
2. Assist County in meter removal and power shut down
3. Shut off water & cap (2) existing sewer lines 4' from building prior to demolition
4. Demolition of the 1 story Health Dept. Building and associated slab as per plans
5. Demolition of small white building and walkway attached to jail as per plans
6. Demolition of section of jail, separation from Historic Jail by hand as per plans
7. All labor and material included to complete the scope of work

G2 CSi
General Contractor

TIPS
AWARDED VENDOR

Williamson County Health Dept. and Portion of Old Jail Demolition Proposal

TIPS 211001

7/12/2024

TEL: (512)688-5725 Fax: (512)688-5724

Submitted to Daryl Mutz (Project Manager)
Company: Williamson County
Phone:254-415-5873
Job Title: Wilco Health Dept. and Portion of Old Jail Demolition Project
Job Locations: 312 S. Main Street Georgetown, TX 78626

Description/Breakdown is as follows:

1. Installation of temporary construction fence, with two double gates, complete with all the necessary caution signs.
2. Installation of a partition wall/dust barriers at the part that remains.
3. Asbestos abatement at 100 W 3rd Street & 312 S. Main Street, Georgetown, TX. Abatement will be done according to the SSCI survey attached dated June 9, 2023.
4. Assist the County in meter removal and power shut down.
5. Shut off water & cap (2) existing sewer lines 4' from building prior to demolition.
6. Demolition of the1 story Health Dept. Building and associated slab as per plans.
7. Demolition of small white building and walkway attached to jail as per plans.
8. Demolition of section of jail, separation from Historic Jail by hand as per plans.

Bid is to include all material and labor necessary to complete the scope as per these details, which was discussed with Williamson County.

We propose hereby to furnish material and labor necessary to complete this change order in accordance with the above specifications, for the sum of **$ 475,000.00 Four hundred seventy-five thousand dollars and 00/100*****

*** TIPS Compliance Fee's, and Bonding are included in the total.**

Feel free to contact Shane Gibson with any questions, or comments regarding the scope of this proposal.
All work is to be completed in a workmanlike manner according to standard practices.

Shane Gibson: _____

3303 Shell Road, Suite 3 Georgetown, TX 78628
Email: sales@g2csinc.com **Fax:** 512.688.5724 **Tel:** 512.688.5725
G2 Construction Services, Inc.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2024-1187952

Date Filed:
07/16/2024

Date Acknowledged:

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

G2 Construction Services, Inc.
Georgetown, TX United States

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

Williamson County

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

TIPS 211001
Historic Jail Partial Demolition

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

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Jimmy S Gibson, and my date of birth is _____.

My address is [redacted] (street), Georgetown (city), TX (state), 78628 (zip code), U.S. (country).

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

Executed in Williamson County, State of Texas, on the 16 day of July (month), 20 24 (year).

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2024-1187952

Date Filed:
07/16/2024

Date Acknowledged:
07/16/2024

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

G2 Construction Services, Inc.
Georgetown, TX United States

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

Williamson County

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

TIPS 211001
Historic Jail Partial Demolition

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

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

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

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

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

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

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

Commissioners Court - Regular Session **57.**

Meeting Date: 07/30/2024

Approval of Services from Cyclomedia Technology, Inc. utilizing the Interlocal Agreement with the Williamson County Appraisal District (WCAD) and Williamson County for the Road and Bridge Department

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the purchase of street level data analytics to include professional asset extraction services and two-year software license from Cyclomedia Technology, Inc. in the amount of Two Hundred Thirteen Thousand Five Hundred Dollars ($213,500.00), utilizing the Interlocal Agreement between Williamson County and Williamson County Appraisal District (WCAD) pursuant to the Interlocal Cooperation Act, Texas Government Code 791.001 -- 791.030 which was previously approved on 06/25/2024 agenda item #12, and authorize the execution of the agreement.

Background

Professional data extraction services to include 3D Geocyclorama Imagery, Election Visualization Tool, Privacy Filter Blurring, Go + Public Traffic Signs, Drains & Catch Basins, Fire Hydrants, Public Lights, Standard Guardrails, Road Surface Analysis - PASER. Also included is a two-year license with unlimited logins for all County staff to access GeoCycloramas using the Street Smart web application and API for the duration of the license term. Cyclomedia Street Smart API to be included with project to allow County to publish services using Cyclomedia 360-degree Imagery in public web mapping applications. The Funding Source is 01.0200.0210.004100 and the points of contact are Jenifer Favreau and Matt Williamson.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Addendum CycloMedia-Signed

Cyclomedia SOW Williamson County TX Analytics - signed

Form 1295 Cyclomedia Technology Inc

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	07/23/2024 03:29 PM
County Judge Exec Asst.	Becky Pruitt	07/25/2024 08:13 AM
Form Started By: Johnny Grimaldo		Started On: 07/18/2024 08:53 AM
Final Approval Date: 07/25/2024		

WILLIAMSON COUNTY
ADDENDUM FOR
CYCLOMEDIA AGREEMENT

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 ADDENDUM FOR CYCLOMEDIA AGREEMENT ("Agreement") is made and entered into by and between **Williamson County, Texas** ("County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Cyclomedia Technology, 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 assist in providing certain services pursuant to the following terms, conditions, and restrictions:

I.

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

A. Cyclomedia SOW – Williamson County; and
B. This Williamson County Addendum.

II.

Texas Prompt Payment Act Compliance: Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date the County receives the goods under the agreement; (2) the date the performance of the service under the agreement 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 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.

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 Agreement and shall in no manner incur any expense or liability on behalf of the County other than what may be expressly allowed under this Agreement. The County will not be liable for any loss, cost, expense, or damage, whether indirect, incidental, punitive, exemplary, consequential of any kind whatsoever for any acts by Service Provider or failure to act relating to the services being provided.

V.

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

VI.

Compliance With All Laws: 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 Agreement that are required by changes in federal, state, or local law or regulations are automatically incorporated into the Agreement without written amendment hereto and shall become effective on the date designed by such law or by regulation.

VII.

Termination: This Agreement may be terminated at any time at the option of either party, without future or prospective liability for performance, upon giving thirty (30) days written notice thereof. In the event of termination, the County shall be responsible for its pro rata share of services rendered and goods received up to the effective termination date. Additionally, if the production of goods or services has explicitly been agreed upon and commenced prior to the notice of termination, the County shall be responsible for the reasonable costs incurred up to the termination date related to such production. This includes, but is not limited to, materials purchased, labor costs, and other expenses directly attributable to the fulfilment of the agreed production.

VIII.

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

IX.

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

X.

Right to Audit: Service Provider agrees that the County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Service Provider which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.. The County shall give Service Provider reasonable advance notice of intended audits.

XI.

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

XII.

No Assignment: Service Provider shall not assign this Agreement without the prior written consent of the County.

XIII.

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.

XIV.

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.

XV.

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 Agreement

may be subject to public disclosure pursuant to the Texas Public Information Act.

XVI.

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.

XVII.

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

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

WILLIAMSON COUNTY:

_____
Authorized Signature

Judge Bill Gravell, Jr.,
County Judge

Date: _____ ____, 20____

SERVICE PROVIDER:

Cyclomedia Technology, Inc.
Name of Service Provider

_____
Authorized Signature

Darren Cottage
Printed Name

Date: 07/17/2024

cyclomedia

Williamson County, TX
Street Level Data Analytics

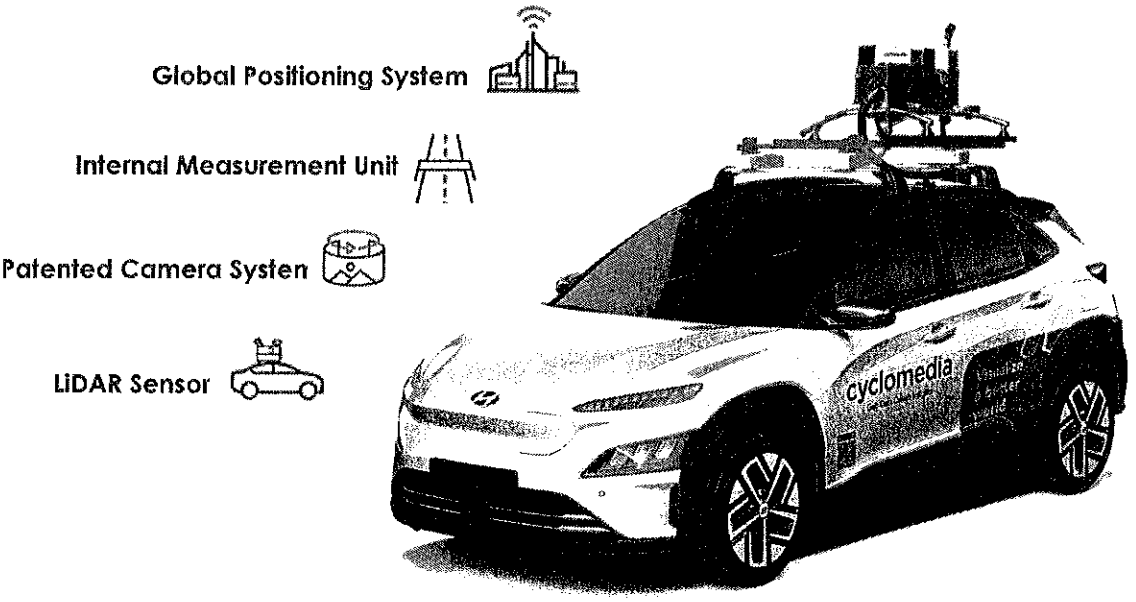


Presented to:

Name	Williamson County, TX | Road and Bridge Division
Business Address	3151 SE Inner Loop, Georgetown, TX 78626
General Contact Information	(512 943-3330
Point of Contact	Matt Williamson- E: matt.williamson@wilco.org | T: (512) 943-3384

Presented from:

Name	Cyclomedia Technology, Inc.
Business Address	8215 Greenway Blvd, Suite 300 Middleton, WI 53562
General Contact Information	info-us@cyclomedia.com (510) 900-5142
Point of Contact	Matt Thomas, Sales Executive E: mthomas@cyclomedia.com | T: (832) 724-8696



This Statement of Work is prepared for Williamson County, Texas Road and Bridge Division having its registered office at 3151 SE Inner Loop, Georgetown, TX 78626 (hereinafter referred to as "Client") and Cyclomedia Technology, Inc., a Delaware corporation having its registered office at 8215 Greenway Blvd, Suite 300 Middleton, WI 53562 (hereinafter referred to as "Cyclomedia"), as of June 14, 2023 ("Issue Date"). Pricing and details contained within this **Statement of Work** is valid for 60 days.

Price Proposal for the Area of Proposed Data Analytics:

Professional Services:

Asset Extraction Services

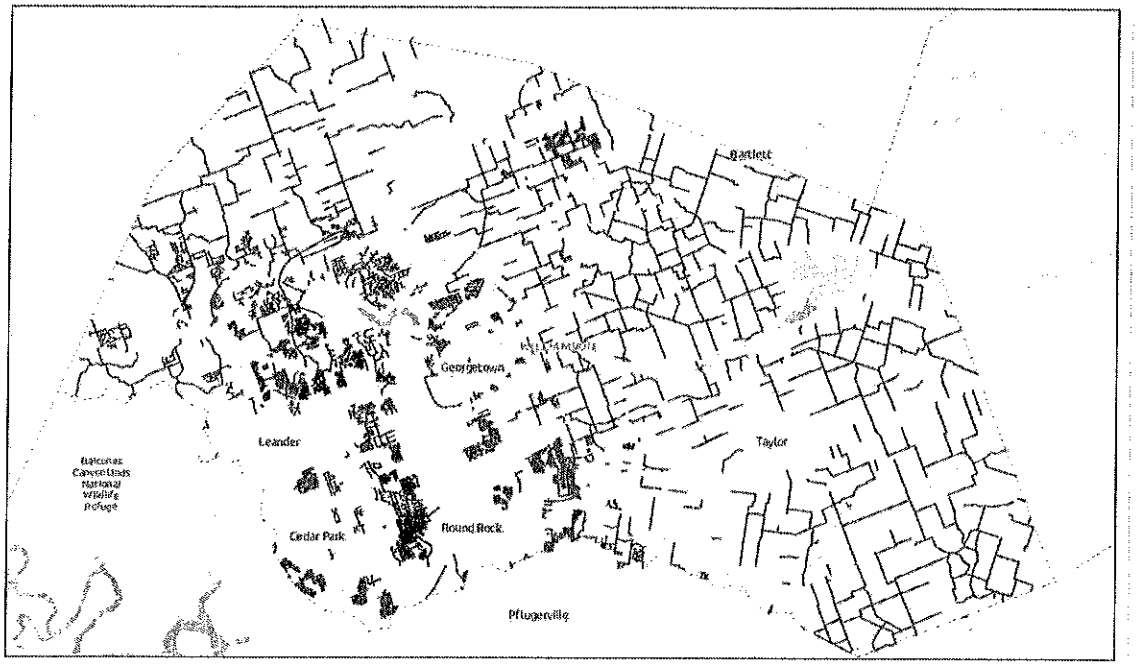
- **This estimate is based on the following assumptions:**
- Assets to be extracted
    - GO+ Traffic Signs
    - GO+ Drains and Catch Basins
    - GO+ Fire Hydrants
    - GO+ Public Lights
    - GO+ Traffic Lights
- Standard Guardrails
- Road Surface Analysis
    - PASER

Data Dictionaries and/or product specs available upon request



Fee Schedule: Prices valid through 12/31/2024.

Service	Quantity	Unit	Price	Total
3D Geocyclorama Imagery	1,750	Miles	INCL	INCL
Elevation Visualization Tool	1,750	Miles	INCL	INCL
Privacy Filter Blurring (Included with Geocyclorama Imagery)	1,750	Miles	INCL	INCL
Go+ Public Traffic Signs, Drains & Catch Basins, Fire Hydrants, Public Lights Standard Guardrails Road Surface Analysis-PASER	1,750	Miles	$122.00	$213,500.00
Total Project Cost				$213,500.00



Williamson County, TX
County Maintained Roads

~1750 Miles

cyclomedia

Real data.
True understanding.
Big impact.



SCHEDULE FOR DATA EXTRACTION

Cyclomedia will prepare an initial data extraction on a small portion of the project (between 10 to 50 miles, or 100 – 200 property images or elevations), known as **Phase Zero**. This Phase Zero sample will be delivered to the client, the delivery manager will review the submittal with the Client during a project status meeting.

Zero submittal is to confirm to the client that the deliverables are meeting the specifications of the data dictionary. If obvious issues are mutually discovered, the delivery manager will review the data dictionary specifications and take actions as appropriate. The Client shall have one week to further review the Phase Zero submittal and shall confirm in writing that the Phase Zero deliverable is appropriate for the project. Any issues or concerns by the Client that the Phase Zero deliverable is not conforming to the approved data dictionary shall immediately be brought to the attention of the delivery manager.

The project cannot continue until the client acknowledges that the Phase Zero deliverable complies with the data dictionary. Any delays in this acknowledgement may have DISPROPORTIONAL delays in the entire project as the extraction team may be redeployed to other projects.

Once the acknowledgement is completed, the data extraction will be scheduled and completed. All further Phase Deliverables will align with the Phase Zero specification. Two weeks after the final deliverable to the Client, the project will be deemed accepted.

DATA EXTRACTION SPECIFICATIONS

Detection distance of objects:

- Objects > 25cm x 25 cm: up to 10 meters from the car
- Objects > 50cm x 50 cm: up to 30 meters from the car
- Both only when the object is visible in at least 1 image.
- Objects beyond 30 meters do not have a quality specification.

Positional accuracy (absolute):

- The average standard deviation of all the measured points is 10 cm or 4" inches (1-σ) in all directions, except in long tunnels, woody areas, occluded areas and urban canyons where the positional accuracy is not specified.

Standard completeness/correctness of delivery:

- Goal is 95% of all the specified objects that are visible on the GeoCyclorama, and within distance spec. from the Cyclorama recording locations, are inventoried. Of the objects detected, 95% are expected to be accurately extracted and attributed.
- In tunnels, the objects are only inventoried if there is enough light to take photographs. Also, the positional accuracy will decrease inside tunnels.
- Quality control is done via a statistical process where the number of checks depends on the size of the dataset, based on the AQL method. 100% QA is not performed.

CONFIRMING DATA QUALITY

Cyclomedia will evaluate a random sample of data and if the quality is within the specifications, the data set is deemed accepted. Any correction of detected errors is at the sole option of Cyclomedia and does not change the acceptance of the entire data set. If the client does not provide written documentation of quality outside of specification within 15 days of delivery to the client, that data is deemed accepted. Cyclomedia has 15 days from the receipt of any such documentation to respond, including if considered necessary by Cyclomedia, a plan to address the issues documented.

OTHER



Unless specified elsewhere, hosting of delivered data in a GIS environment is not included or is provided at additional cost.

INVOICING

Cyclomedia will invoice the Williamson County, TX as follows:
- 100% of the Project Total upon final delivery acceptance
- Net 30-day Payment Terms

EXECUTION

In Witness Whereof, the parties have executed this Agreement.

Cyclomedia Technology, Inc.	**Williamson County, TX**
By:	By:
Print Name: Bryan Mueller	Print Name:
Title: Chief Administrative Officer	Title:
Date: 06/20/2024	Date:



CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2024-1177530

Date Filed:
06/19/2024

Date Acknowledged:

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

Cyclomedia Technology Inc
Middleton, WI 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.

2024226
Williamson County Road and Bridge Project

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

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

6 UNSWORN DECLARATION

My name is Bryan Mueller, and my date of birth is [redacted].

My address is [redacted].
(street) (city) (state) (zip code) (country)

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

Executed in Dane County, State of Wisconsin, on the 19 day of June (month), 2024 (year).

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2024-1177530

Date Filed:
06/19/2024

Date Acknowledged:
07/18/2024

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

Cyclomedia Technology Inc
Middleton, WI 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.

2024226
Williamson County Road and Bridge Project

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

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

6 UNSWORN DECLARATION

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

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

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

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

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

Commissioners Court - Regular Session **58.**

Meeting Date: 07/30/2024

Award of IFB #24IFB59 for East Wilco Hwy Segment 2 Phase 1 to Capital Excavation Company for HNTB

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on awarding IFB #24IFB59 to Capital Excavation Company for the East Wilco Hwy Segment 2 Phase 1 for HNTB in the amount of $64,407,606.63 and authorize execution of this agreement. The funding source is P392.

Background

Williamson County sent out One Thousand and Thirty-Four (1,034) notifications with One Hundred Fifty-One (151) document takers and received Five (5) submissions that were reviewed. The apparent low bid, Capital Excavation Company was found to be responsive and materially balanced. It is recommended that Williamson County award to Capital Excavation Company. The funding source is P392 and Keith Taylor (HNTB) is the point of contact.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Recommendation Package

Form 1295 Capital Excavation

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	07/23/2024 03:06 PM
County Judge Exec Asst.	Becky Pruitt	07/25/2024 08:38 AM
Form Started By: Vickie Johnson		Started On: 07/22/2024 11:05 AM
Final Approval Date: 07/25/2024		

STANDARD FORM OF AGREEMENT

STATE OF TEXAS

WILLIAMSON COUNTY

THIS STANDARD FORM OF AGREEMENT (the "Agreement") is by and between WILLIAMSON COUNTY, TEXAS, a political subdivision of the State of Texas (hereinafter called "County") and Capital Excavation Company (hereinafter called "Contractor").

The County and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. Work

Contractor shall complete all Work as specified or indicated in the Contract Documents. The "Project" is generally described as follows:

Project No. **P392 - East Wilco Highway Segment 2 Phase 1**

Article 2. Engineer of Record

The Project has been designed by **JMT**, who is hereinafter called the "Engineer of Record" and who is to act as the County's design professional.

Article 3. Contract Time

The Work shall be Substantially Completed in **1345** calendar days (the "Contract Time"). Following Substantial Completion, the Contractor shall proceed expeditiously with adequate forces and shall achieve Final Completion within the time specified in the Special Conditions.

Article 4. Contract Price

County shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to paragraph 4.1 below (the "Contract Price"):

4.1 For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated in the Bid Form, and as totaled below:

TOTAL OF ALL UNIT PRICES Sixty Four Million Four Hundred Seven Thousand Six Hundred Six Dollars and Sixty-Three Cents $64,407,606.63 (dollars)

As provided in the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classification are to be made by the Engineer of Record.

Article 5. Contractor's Representations

In order to induce County to enter into this Agreement, Contractor makes the following representations:

5.1 Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents including the "technical data".

5.2 Contractor has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.

5.3 Contractor is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.

5.4 Contractor has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site which have been identified. Contractor acknowledges that such reports and drawings are not Contract Documents and may not be complete for Contractor's purposes. Contractor acknowledges that the County and Engineer of Record do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site.

5.5 Contractor has correlated the information known to Contractor, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

5.6 Contractor has given Engineer of Record written notice of all conflicts, errors, ambiguities or discrepancies that Contractor has discovered in the Contract Documents and the written resolution thereof by Engineer of Record is acceptable to Contractor, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

5.7 Contractor represents and agrees that there are no obligations, commitments, or impediments of any kind that will limit or prevent performance of its obligations under the Contract Documents.

5.8 Contractor warrants, represents, and agrees that if (i) it is a corporation or limited liability company, then it is a corporation duly organized, validly existing and in good standing under the laws of the State of Texas, or a foreign corporation or limited liability company duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary corporate power and has received all necessary corporate approvals to execute and deliver this Agreement, and the individual executing the Agreement on behalf of Contractor has been duly authorized to act for and bind Contractor; or (ii) if it is a partnership, limited partnership, or limited liability partnership, then it has all necessary partnership power and has secured all necessary approvals to execute and deliver this Agreement and perform all its obligations under the Contract Documents; and the individual executing this Agreement on behalf of Contractor has been duly authorized to act for and bind Contractor.

5.9 Neither the execution and delivery of this Agreement by Contractor nor the performance of its obligations under the Contract Documents will result in the violation of any provision, if a corporation, of its articles of incorporation or by-laws, if a limited liability company, of its articles of organization or regulations, or if a partnership, by any partnership agreement by which Contractor is bound, or any agreement by which Contractor is bound or to the best of the Contractor's knowledge and belief, will conflict with any order or decree of any court or governmental instrumentality relating to Contractor.

5.10 Except for the obligation of the County to pay Contractor the Contract Price pursuant to the terms of the Contract Documents, and to perform certain other obligations pursuant to the terms and conditions explicitly set forth in the Contract Documents, County shall have no liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Agreement. Notwithstanding any obligation or liability of County to Contractor, no present or future partner or affiliate of County or any agent, officer, director, or employee of County, or of the various departments comprising Williamson County, or anyone claiming under County has or shall have any personal liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Agreement.

Article 6. Contract Documents

The "Contract Documents," which comprise the entire agreement between the County and Contractor concerning the Work, consist of the following:

6.1 This Standard Form of Agreement

6.2 Performance Bond

6.3 Payment Bond

6.4 Maintenance Bond

6.5 Certificate of Insurance

6.6 Wage Rates

6.7 General Conditions

6.8 Special Conditions

6.9 Technical Specifications

6.10 Plan Drawings

6.11 Addenda numbers 1 to 3, inclusive

6.12 Contractor's Bid Affidavit and Bid Form

6.13 Documentation submitted by Contractor prior to Notice of Award.

6.14 The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying or supplementing the Contract Documents pursuant to applicable sections in the General Conditions.

The documents listed in paragraphs 6.2 et seq. above are attached to this Agreement (except as expressly noted otherwise above).

There are no Contract Documents other than those listed above in this Article 6. The Contract Documents may only be amended, modified or supplemented as provided in the General Conditions.

Article 7. Miscellaneous

7.1 Terms used in this Agreement, which are defined in the General Conditions, will have the meanings indicated in the General Conditions.

7.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that

may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

7.3 The County and Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

7.4 Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the County and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken position.

7.5 Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in Williamson County, Texas. Furthermore, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

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

7.7 This Agreement is for the sole and exclusive benefit of the parties hereto, and nothing in this Agreement, express or implied, is intended to confer or shall be construed as conferring upon any other person any rights, remedies or any other type or types of benefits.

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

7.9 Each party to this Agreement, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or

associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

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

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

7.12 County and Contractor have signed this Agreement in triplicate. One counterpart each has been delivered to the County, Contractor and Engineer of Record. All portions of the Contract Documents have been signed, initialed or identified by County and Contractor or identified by Engineer of Record on their behalf.

7.13 This Agreement and the Contract Documents represent the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by each party to this Agreement. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

This Agreement will be effective on _____, 20_____ (which is the "Effective Date" of the Agreement).

COUNTY_____ CONTRACTOR_____

By:_____ By: _____

Bill Gravell, Jr.,
Williamson County Judge Title: _____

[CORPORATE SEAL]

Attest_____ Attest_____

Docusign Envelope ID: 3C624E6B-AB1E-47DA-A0CB-E749AE027388

July 17, 2024

Keith Taylor, PE
HNTB Corporation
101 East Old Settlers Boulevard, Suite 250
Round Rock, TX 78664

RE: East Wilco Highway Segment 2 Phase 1
Comparison of Bids and Recommendation of Contractor Award

Mr. Taylor,

Williamson County received 5 bids for construction of the East Wilco Highway Segment 2 Phase 1 project on July 17, 2024. The 5 bids are summarized below and compared in the attached detailed bid tabulation.

#	BIDDER	AMOUNT
1	Capital Excavation Co.	$64,407,606.63
2	James Construction Group, LLC	$67,568,926.00
3	Joe Bland Construction, LLC	$69,899,566.00
4	Jordan Foster Construction, LLC	$74,617,119.79
5	Posillico Civil, Inc.	$78,056,201.35

The bids were reviewed, and no errors were detected for any of the bidders. Based on the bid tabulation, it is recommended that the contract be awarded to the apparent lower bidder, Capital Excavation Co., with a bid of $64,407,606.63.

Sincerely,

DocuSigned by:
JASON WEST
AD03723F2CDB444...

Jason West, PE
Johnson, Mirmiran & Thompson, Inc.

Attachment: Comparison of Bids Tab

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	Engineer's Estimate		Capital Excavation		James Construction Group, LLC		Joe Bland Construction, L.P.		Jordan Foster Construction LLC		Posillico Civil Inc.	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
1	100 6002	PREPARING ROW	245	STA	$ 4,500.00	$ 1,102,500.00	$ 5,600.00	$ 1,372,000.00	$ 11,850.00	$ 2,903,250.00	$ 1,500.00	$ 367,500.00	$ 20,700.00	$ 5,071,500.00	$ 3,870.00	$ 948,150.00
2	104 6009	REMOVING CONC (RIPRAP)	16	SY	$ 15.00	$ 240.00	$ 126.00	$ 2,016.00	$ 47.60	$ 761.60	$ 50.00	$ 800.00	$ 45.00	$ 720.00	$ 212.00	$ 3,392.00
3	104 6017	REMOVING CONC (DRIVEWAYS)	372	SY	$ 18.00	$ 6,696.00	$ 38.50	$ 14,322.00	$ 24.29	$ 9,035.88	$ 25.00	$ 9,300.00	$ 25.00	$ 9,300.00	$ 39.00	$ 14,508.00
4	104 6028	REMOVING CONC (MISC)	356	SY	$ 30.00	$ 10,680.00	$ 48.60	$ 17,301.60	$ 13.97	$ 4,973.32	$ 25.00	$ 8,900.00	$ 22.00	$ 7,832.00	$ 101.00	$ 35,956.00
5	104 6054	REMOVING CONCRETE (MOW STRIP)	873	LF	$ 20.00	$ 17,460.00	$ 14.00	$ 12,222.00	$ 11.98	$ 10,458.54	$ 45.00	$ 39,285.00	$ 15.00	$ 13,095.00	$ 14.00	$ 12,222.00
6	105 6033	REMOVING STB BASE AND ASPH PAV(10-14")	19,022	SY	$ 8.00	$ 152,176.00	$ 12.85	$ 244,432.70	$ 8.67	$ 164,920.74	$ 10.00	$ 190,220.00	$ 6.50	$ 123,643.00	$ 7.00	$ 133,154.00
7	105 6043	REMOVING STAB BASE & ASPH PAV (0-6")	3,996	SY	$ 5.00	$ 19,980.00	$ 7.35	$ 29,370.60	$ 4.68	$ 18,701.28	$ 10.00	$ 39,960.00	$ 8.00	$ 31,968.00	$ 6.00	$ 23,976.00
8	106 6002	OBLITERATING ABANDONED ROAD	1,825	SY	$ 5.00	$ 9,125.00	$ 11.40	$ 20,805.00	$ 6.95	$ 12,683.75	$ 12.00	$ 21,900.00	$ 7.00	$ 12,775.00	$ 6.00	$ 10,950.00
9	110 6001	EXCAVATION (ROADWAY)	188,457	CY	$ 16.00	$ 3,015,312.00	$ 8.50	$ 1,601,884.50	$ 5.87	$ 1,106,242.59	$ 10.00	$ 1,884,570.00	$ 10.30	$ 1,941,107.10	$ 9.00	$ 1,696,113.00
10	110 6002	EXCAVATION (CHANNEL)	62,788	CY	$ 16.00	$ 1,004,608.00	$ 10.46	$ 656,762.48	$ 8.99	$ 564,464.12	$ 12.00	$ 753,456.00	$ 11.20	$ 703,225.60	$ 9.00	$ 565,092.00
11	132 6003	EMBANKMENT (FINAL)(ORD COMP)(TY B)	2,016	CY	$ 25.00	$ 50,400.00	$ 17.10	$ 34,473.60	$ 38.52	$ 77,656.32	$ 4.00	$ 8,064.00	$ 3.30	$ 6,652.80	$ 25.00	$ 50,400.00
12	132 6005	EMBANKMENT (FINAL)(ORD COMP)(TY C)	255,600	CY	$ 30.00	$ 7,668,000.00	$ 28.00	$ 7,156,800.00	$ 29.74	$ 7,601,544.00	$ 22.00	$ 5,623,200.00	$ 29.00	$ 7,412,400.00	$ 41.00	$ 10,479,600.00
13	132 6057	EMB(FNL)(DC)(TYC SPL)CLAY LINER	559	CY	$ 25.00	$ 13,975.00	$ 42.50	$ 23,757.50	$ 48.13	$ 26,904.67	$ 22.00	$ 12,298.00	$ 27.00	$ 15,093.00	$ 24.00	$ 13,416.00
14	160 WC02	FURNISHING AND PLACING TOPSOIL (4")	931,913	SY	$ 1.50	$ 1,397,869.50	$ 0.22	$ 205,020.86	$ 0.34	$ 316,850.42	$ 2.00	$ 1,863,826.00	$ 1.10	$ 1,025,104.30	$ 2.00	$ 1,863,826.00
15	161 WC001	EROSION CONTROL COMPOST (3")	232,978	SY	$ 4.00	$ 931,912.00	$ 2.10	$ 489,253.80	$ 3.61	$ 841,050.58	$ 5.00	$ 1,164,890.00	$ 2.80	$ 652,338.40	$ 5.00	$ 1,164,890.00
16	162 WC103	MULCH TOPDRESSING (5")	232,978	SY	$ 5.00	$ 1,164,890.00	$ 2.10	$ 489,253.80	$ 5.53	$ 1,288,368.34	$ 1.50	$ 349,467.00	$ 3.00	$ 698,934.00	$ 6.00	$ 1,397,868.00
17	164 WC04	SEEDING FOR EROSION CONTROL (TEMP) (COOL) (TY 4)	465,956	SY	$ 0.50	$ 232,978.00	$ 0.14	$ 65,233.84	$ 0.13	$ 60,574.28	$ 0.25	$ 116,489.00	$ 0.35	$ 163,084.60	$ 0.50	$ 232,978.00
18	164 WC11	SEEDING FOR EROSION CONTROL (TEMP & PERM) (TY 11)	1,397,870	SY	$ 0.50	$ 698,935.00	$ 0.14	$ 195,701.80	$ 0.13	$ 181,723.10	$ 0.25	$ 349,467.50	$ 0.20	$ 279,574.00	$ 0.65	$ 908,615.50
19	166 6002	FERTILIZER	86	TON	$ 1,500.00	$ 129,000.00	$ 3,140.00	$ 270,040.00	$ 2,925.19	$ 251,566.34	$ 3,000.00	$ 258,000.00	$ 1,600.00	$ 137,600.00	$ 2,200.00	$ 189,200.00
20	168 WC01	VEGETATIVE WATERING	32,617	MG	$ 20.00	$ 652,340.00	$ 22.00	$ 717,574.00	$ 36.08	$ 1,176,821.36	$ 12.00	$ 391,404.00	$ 0.01	$ 326.17	$ 31.00	$ 1,011,127.00
21	169 6001	SOIL RETENTION BLANKETS (CL 1) (TY A)	50,858	SY	$ 2.00	$ 101,716.00	$ 0.98	$ 49,840.84	$ 0.91	$ 46,280.78	$ 1.50	$ 76,287.00	$ 1.35	$ 68,658.30	$ 2.00	$ 101,716.00
22	169 6006	SOIL RETENTION BLANKETS (CL 2) (TY F)	207,814	SY	$ 3.00	$ 623,442.00	$ 1.36	$ 282,627.04	$ 1.27	$ 263,923.78	$ 2.50	$ 519,535.00	$ 1.45	$ 301,330.30	$ 2.00	$ 415,628.00
23	192 6025	PLANT MATERIAL (45 GAL) (TREE)	1	EA	$ 750.00	$ 750.00	$ 6,800.00	$ 6,800.00	$ 1,571.29	$ 1,571.29	$ 3,800.00	$ 3,800.00	$ 2,500.00	$ 2,500.00	$ 1,150.00	$ 1,150.00
24	247 6044	FL BS (CMP IN PLC)(TY A GR 4)(FNAL POS)	37,466	CY	$ 55.00	$ 2,060,630.00	$ 55.00	$ 2,060,630.00	$ 45.07	$ 1,688,592.62	$ 65.00	$ 2,435,290.00	$ 58.00	$ 2,173,028.00	$ 50.00	$ 1,873,300.00
25	260 6011	LIME TRT (EXST MATL) (12")	107,219	SY	$ 4.00	$ 428,876.00	$ 5.80	$ 621,870.20	$ 3.47	$ 372,049.93	$ 8.00	$ 857,752.00	$ 7.50	$ 804,142.50	$ 4.00	$ 428,876.00
26	260 6043	LIME (HYD, COM OR QK)(SLURRY)	2,895	TON	$ 350.00	$ 1,013,250.00	$ 300.00	$ 868,500.00	$ 314.21	$ 909,637.95	$ 370.00	$ 1,071,150.00	$ 305.00	$ 882,975.00	$ 528.00	$ 1,528,560.00
27	310 6001	PRIME COAT (MULTI OPTION)	22,712	GAL	$ 4.50	$ 102,204.00	$ 4.35	$ 98,797.20	$ 4.10	$ 93,119.20	$ 5.00	$ 113,560.00	$ 4.10	$ 93,119.20	$ 4.00	$ 90,848.00
28	316 6193	AGGR(TY-D GR-5 SAC-B)	758	CY	$ 200.00	$ 151,600.00	$ 193.00	$ 146,294.00	$ 182.25	$ 138,145.50	$ 190.00	$ 144,020.00	$ 200.00	$ 151,600.00	$ 184.00	$ 139,472.00
29	316 6413	ASPH(AC-15P, HFRS-2P OR CRS-2P)	36,158	GAL	$ 3.50	$ 126,553.00	$ 5.05	$ 182,597.90	$ 4.75	$ 171,750.50	$ 5.00	$ 180,790.00	$ 5.18	$ 187,298.44	$ 5.00	$ 180,790.00
30	351 6011	FLEXIBLE PAVEMENT STRUCTURE REPAIR(18")	2,000	SY	$ 100.00	$ 200,000.00	$ 133.00	$ 266,000.00	$ 164.32	$ 328,640.00	$ 140.00	$ 280,000.00	$ 140.00	$ 280,000.00	$ 127.00	$ 254,000.00
31	354 6021	PLANE ASPH CONC PAV(0" TO 2")	5,180	SY	$ 15.00	$ 77,700.00	$ 13.30	$ 68,894.00	$ 5.37	$ 27,816.60	$ 14.00	$ 72,520.00	$ 13.65	$ 70,707.00	$ 13.00	$ 67,340.00
32	400 6005	CEM STABIL BKFL	2,140	CY	$ 175.00	$ 374,500.00	$ 260.00	$ 556,400.00	$ 189.01	$ 404,481.40	$ 200.00	$ 428,000.00	$ 206.00	$ 440,840.00	$ 213.00	$ 455,820.00
33	400 6006	CUT & RESTORING PAV	138	SY	$ 100.00	$ 13,800.00	$ 300.00	$ 41,400.00	$ 33.26	$ 4,589.88	$ 180.00	$ 24,840.00	$ 270.00	$ 37,260.00	$ 140.00	$ 19,320.00
34	400 6014	ROCK BACKFILL	3,286	CY	$ 45.00	$ 147,870.00	$ 52.90	$ 173,829.40	$ 70.84	$ 232,780.24	$ 65.00	$ 213,590.00	$ 60.00	$ 197,160.00	$ 192.00	$ 630,912.00
35	401 6001	FLOWABLE BACKFILL	28	CY	$ 250.00	$ 7,000.00	$ 330.00	$ 9,240.00	$ 181.96	$ 5,094.88	$ 230.00	$ 6,440.00	$ 207.00	$ 5,796.00	$ 605.00	$ 16,940.00
36	402 6001	TRENCH EXCAVATION PROTECTION	602	LF	$ 8.00	$ 4,816.00	$ 8.65	$ 5,207.30	$ 3.48	$ 2,094.96	$ 10.00	$ 6,020.00	$ 3.50	$ 2,107.00	$ 7.00	$ 4,214.00
37	403 6001	TEMPORARY SPL SHORING	14,268	SF	$ 25.00	$ 356,700.00	$ 1.10	$ 15,694.80	$ 2.24	$ 31,960.32	$ 35.00	$ 499,380.00	$ 1.08	$ 15,409.44	$ 5.00	$ 71,340.00
38	416 6001	DRILL SHAFT (18 IN)	1,035	LF	$ 125.00	$ 129,375.00	$ 103.00	$ 106,605.00	$ 85.35	$ 88,337.25	$ 250.00	$ 258,750.00	$ 94.00	$ 97,290.00	$ 117.00	$ 121,095.00
39	416 6004	DRILL SHAFT (36 IN)	6,023	LF	$ 225.00	$ 1,355,175.00	$ 215.00	$ 1,294,945.00	$ 193.38	$ 1,164,727.74	$ 345.00	$ 2,077,935.00	$ 210.00	$ 1,264,830.00	$ 223.00	$ 1,343,129.00
40	416 6006	DRILL SHAFT (48 IN)	3,770	LF	$ 350.00	$ 1,319,500.00	$ 350.00	$ 1,319,500.00	$ 303.41	$ 1,143,855.70	$ 415.00	$ 1,564,550.00	$ 375.00	$ 1,413,750.00	$ 420.00	$ 1,583,400.00
41	416 6031	DRILL SHAFT (TRF SIG POLE) (30 IN)	136	LF	$ 550.00	$ 74,800.00	$ 520.00	$ 70,720.00	$ 480.00	$ 65,280.00	$ 275.00	$ 37,400.00	$ 525.00	$ 71,400.00	$ 505.00	$ 68,680.00
42	416 6032	DRILL SHAFT (TRF SIG POLE) (36 IN)	264	LF	$ 525.00	$ 138,600.00	$ 570.00	$ 150,480.00	$ 530.00	$ 139,920.00	$ 300.00	$ 79,200.00	$ 580.00	$ 153,120.00	$ 558.00	$ 147,312.00
43	420 6011	CL B CONC (FLUME)	36	CY	$ 900.00	$ 32,400.00	$ 1,610.00	$ 57,960.00	$ 1,214.25	$ 43,713.00	$ 1,400.00	$ 50,400.00	$ 1,300.00	$ 46,800.00	$ 1,389.00	$ 50,004.00
44	420 6013	CL C CONC (ABUT)	574.3	CY	$ 1,200.00	$ 689,160.00	$ 1,190.00	$ 683,417.00	$ 789.59	$ 453,461.54	$ 1,200.00	$ 689,160.00	$ 1,270.00	$ 729,361.00	$ 1,300.00	$ 746,590.00
45	420 6029	CL C CONC (CAP)	802.4	CY	$ 1,300.00	$ 1,043,120.00	$ 1,150.00	$ 922,760.00	$ 1,439.50	$ 1,155,054.80	$ 1,450.00	$ 1,163,480.00	$ 1,730.00	$ 1,388,152.00	$ 1,671.00	$ 1,340,810.40
46	420 6037	CL C CONC (COLUMN)	784.3	CY	$ 1,350.00	$ 1,058,805.00	$ 1,325.00	$ 1,039,197.50	$ 1,312.65	$ 1,029,511.40	$ 2,075.00	$ 1,627,422.50	$ 1,780.00	$ 1,396,054.00	$ 2,750.00	$ 2,156,825.00
47	420 6066	CL C CONC (RAIL FOUNDATION)	11	CY	$ 600.00	$ 6,600.00	$ 830.00	$ 9,130.00	$ 788.72	$ 8,675.92	$ 875.00	$ 9,625.00	$ 745.00	$ 8,195.00	$ 775.00	$ 8,525.00
48	420 6141	CL C CONC (CURB)	13.4	CY	$ 500.00	$ 6,700.00	$ 1,380.00	$ 18,492.00	$ 1,264.47	$ 16,943.90	$ 725.00	$ 9,715.00	$ 870.00	$ 11,658.00	$ 2,944.00	$ 39,449.60
49	422 6001	REINF CONC SLAB	244,171	SF	$ 22.00	$ 5,371,762.00	$ 22.00	$ 5,371,762.00	$ 21.49	$ 5,247,234.79	$ 30.00	$ 7,325,130.00	$ 24.27	$ 5,926,030.17	$ 21.00	$ 5,127,591.00
50	422 6015	APPROACH SLAB	884.2	CY	$ 700.00	$ 618,940.00	$ 680.00	$ 601,256.00	$ 606.15	$ 535,957.83	$ 810.00	$ 716,202.00	$ 580.00	$ 512,836.00	$ 720.00	$ 636,624.00
51	423 6001	RETAINING WALL (MSE)	31,120	SF	$ 50.00	$ 1,556,000.00	$ 90.00	$ 2,800,800.00	$ 53.93	$ 1,678,301.60	$ 95.00	$ 2,956,400.00	$ 101.00	$ 3,143,120.00	$ 126.00	$ 3,921,120.00
52	423 6004	RETAINING WALL (CONC BLOCK)	5,165	SF	$ 60.00	$ 309,900.00	$ 73.10	$ 377,561.50	$ 51.50	$ 265,997.50	$ 95.00	$ 490,675.00	$ 92.00	$ 475,180.00	$ 89.00	$ 459,685.00
53	425 6037	PRESTR CONC GIRDER (TX40)	695.82	LF	$ 185.00	$ 128,726.70	$ 215.00	$ 149,601.30	$ 250.00	$ 173,955.00	$ 220.00	$ 153,080.40	$ 214.00	$ 148,905.48	$ 190.00	$ 132,205.80
54	425 6038	PRESTR CONC GIRDER (TX46)	1,989.19	LF	$ 195.00	$ 387,892.05	$ 216.00	$ 429,665.04	$ 250.00	$ 497,297.50	$ 225.00	$ 447,567.75	$ 222.00	$ 441,600.18	$ 185.00	$ 368,000.15
55	425 6039	PRESTR CONC GIRDER (TX54)	29,312.73	LF	$ 200.00	$ 5,862,546.00	$ 185.00	$ 5,422,855.05	$ 250.00	$ 7,328,182.50	$ 230.00	$ 6,741,927.90	$ 197.00	$ 5,774,607.81	$ 175.00	$ 5,129,727.75
56	425 6040	PRESTR CONC GIRDER (TX62)	1,432.39	LF	$ 300.00	$ 429,717.00	$ 210.00	$ 300,801.90	$ 250.00	$ 358,097.50	$ 235.00	$ 336,611.65	$ 200.00	$ 286,478.00	$ 175.00	$ 250,668.25
57	432 6001	RIPRAP (CONC)(4 IN)	357	CY	$ 650.00	$ 232,050.00	$ 660.00	$ 235,620.00	$ 596.48	$ 212,943.36	$ 725.00	$ 258,825.00	$ 800.00	$ 285,600.00	$ 678.00	$ 242,046.00
58	432 6002	RIPRAP (CONC)(5 IN)	632	CY	$ 700.00	$ 442,400.00	$ 670.00	$ 423,440.00	$ 456.02	$ 288,204.64	$ 925.00	$ 584,600.00	$ 800.00	$ 505,600.00	$ 640.00	$ 404,480.00
59	432 6024	RIPRAP (STONE COMMON)(DRY)(12 IN)	9,497	CY	$ 150.00	$ 1,424,550.00	$ 89.40	$ 849,031.80	$ 130.36	$ 1,238,028.92	$ 180.00	$ 1,709,460.00	$ 175.00	$ 1,661,975.00	$ 134.00	$ 1,272,598.00
60	432 6031	RIPRAP (STONE PROTECTION)(12 IN)	1,227	CY	$ 175.00	$ 214,725.00	$ 92.70	$ 113,742.90	$ 130.36	$ 159,951.72	$ 180.00	$ 220,860.00	$ 270.00	$ 331,290.00	$ 135.00	$ 165,645.00
61	432 6044	RIPRAP (CONC)(FLUME)	43	CY	$ 700.00	$ 30,100.00	$ 970.00	$ 41,710.00	$ 575.77	$ 24,758.11	$ 1,300.00	$ 55,900.00	$ 760.00	$ 32,680.00	$ 576.00	$ 24,768.00
62	432 6045	RIPRAP (MOW STRIP)(4 IN)	281	CY	$ 700.00	$ 196,700.00	$ 880.00	$ 247,280.00	$ 736.50	$ 206,956.50	$ 675.00	$ 189,675.00	$ 780.00	$ 219,180.00	$ 779.00	$ 218,899.00
63	442 6007	STR STEEL (MISC NON - BRIDGE)	4,141	LB	$ 20.00	$ 82,820.00	$ 17.80	$ 73,709.80	$ 15.00	$ 62,115.00	$ 21.00	$ 86,961.00	$ 28.00	$ 115,948.00	$ 43.00	$ 178,063.00
64	450 6023	RAIL (TY SSTR)	8,921.6	LF	$ 100.00	$ 892,160.00	$ 84.00	$ 749,414.40	$ 57.05	$ 508,977.28	$ 93.00	$ 829,708.80	$ 93.00	$ 829,708.80	$ 84.00	$ 749,414.40
65	450 6030	RAIL (TY C221)	6,327.6	LF	$ 130.00	$ 822,588.00	$ 160.00	$ 1,012,416.00	$ 138.89	$ 878,840.36	$ 37.00	$ 234,121.20	$ 112.00	$ 708,691.20	$ 129.00	$ 816,260.40
66	450 6052	RAIL (HANDRAIL)(TY F)	147	LF	$ 300.00	$ 44,100.00	$ 209.00	$ 30,723.00	$ 187.46	$ 27,556.62	$ 230.00	$ 33,810.00	$ 225.00	$ 33,075.00	$ 315.00	$ 46,305.00
67	450 6103	RAIL (TY PR11)	95	LF	$ 150.00	$ 14,250.00	$ 150.00	$ 14,250.00	$ 142.85	$ 13,570.75	$ 155.00	$ 14,725.00	$ 150.00	$ 14,250.00	$ 350.00	$ 33,250.00
68	454 6004	ARMOR JOINT (SEALED)	341	LF	$ 50.00	$ 17,050.00	$ 133.00	$ 45,353.00	$ 214.31	$ 73,079.71	$ 220.00	$ 75,020.00	$ 150.00	$ 51,150.00	$ 169.00	$ 57,629.00
69	454 6018	SEALED EXPANSION JOINT (4 IN) (SEJ - M)	751	LF	$ 175.00	$ 131,425.00	$ 270.00	$ 202,770.00	$ 214.31	$ 160,946.81	$ 220.00	$ 165,220.00	$ 260.00	$ 195,260.00	$ 329.00	$ 247,079.00
70	462 6006	CONC BOX CULV (5 FT X 2 FT)	99	LF	$ 425.00	$ 42,075.00	$ 560.00	$ 55,440.00	$ 466.42	$ 46,175.58	$ 575.00	$ 56,925.00	$ 440.00	$ 43,560.00	$ 1,039.00	$ 102,861.00
71	462 6007	CONC BOX CULV (5 FT X 3 FT)	228	LF	$ 450.00	$ 102,600.00	$ 540.00	$ 123,120.00	$ 445.89	$ 101,662.92	$ 595.00	$ 135,660.00	$ 450.00	$ 102,600.00	$ 1,008.00	$ 229,824.00
72	462 6008	CONC BOX CULV (5 FT X 4 FT)	122	LF	$ 500.00	$ 61,000.00	$ 570.00	$ 69,540.00	$ 520.63	$ 63,516.86	$ 645.00	$ 78,690.00	$ 535.00	$ 65,270.00	$ 1,022.00	$ 124,684.00
73	462 6010	CONC BOX CULV (6 FT X 3 FT)	400	LF	$ 550.00	$ 220,000.00	$ 665.00	$ 266,000.00	$ 552.66	$ 221,064.00	$ 725.00	$ 290,000.00	$ 560.00	$ 224,000.00	$ 541.00	$ 216,400.00
74	464 6003	RC PIPE (CL III)(18 IN)	113	LF	$ 110.00	$ 12,430.00	$ 116.00	$ 13,108.00	$ 86.30	$ 9,751.90	$ 105.00	$ 11,865.00	$ 138.00	$ 15,594.00	$ 182.00	$ 20,566.00
75	464 6005	RC PIPE (CL III)(24 IN)	2,250	LF	$ 140.00	$ 315,000.00	$ 114.00	$ 256,500.00	$ 91.22	$ 205,245.00	$ 125.00	$ 281,250.00	$ 130.00	$ 292,500.00	$ 257.00	$ 578,250.00
76	465 6002	MANH (COMPL)(PRM)(48IN)	1	EA	$ 4,500.00	$ 4,500.00	$ 6,800.00	$ 6,800.00	$ 5,914.66	$ 5,914.66	$ 7,500.30	$ 7,500.30	$ 7,600.00	$ 7,600.00	$ 14,164.00	$ 14,164.00
77	465 6004	MANH (COMPL)(PRM)(72IN)	1	EA	$ 5,500.00	$ 5,500.00	$ 8,400.00	$ 8,400.00	$ 7,361.97	$ 7,361.97	$ 10,750.00	$ 10,750.00	$ 12,800.00	$ 12,800.00	$ 22,585.00	$ 22,585.00
78	465 6013	INLET (COMPL)(PCO)(3FT)(NONE)	2	EA	$ 5,500.00	$ 11,000.00	$ 8,200.00	$ 16,400.00	$ 8,042.97	$ 16,085.94	$ 9,250.00	$ 18,500.00	$ 10,600.00	$ 21,200.00	$ 12,965.00	$ 25,930.00
79	465 6014	INLET (COMPL)(PCO)(3FT)(LEFT)	4	EA	$ 6,500.00	$ 26,000.00	$ 9,000.00	$ 36,000.00	$ 7,711.41	$ 30,845.64	$ 9,000.00	$ 36,000.00	$ 10,000.00	$ 40,000.00	$ 12,865.00	$ 51,460.00
80	465 6015	INLET (COMPL)(PCO)(3FT)(RIGHT)	2	EA	$ 6,500.00	$ 13,000.00	$ 9,200.00	$ 18,400.00	$ 7,852.37	$ 15,704.74	$ 9,000.00	$ 18,000.00	$ 10,500.00	$ 21,000.00	$ 13,313.00	$ 26,626.00
81	465 6126	INLET (COMPL)(PSL)(FG)(3FTX3FT-3FTX3FT)	6	EA	$ 4,500.00	$ 27,000.00	$ 5,000.00	$ 30,000.00	$ 6,336.33	$ 38,017.98	$ 11,375.00	$ 68,250.00	$ 6,800.00	$ 40,800.00	$ 9,745.00	$ 58,470.00
82	466 6005	HEADWALL (CH - FW - 0) (DIA= 24 IN)	3	EA	$ 7,000.00	$ 21,000.00	$ 4,630.00	$ 13,890.00	$ 18,955.64	$ 56,866.92	$ 15,575.00	$ 46,725.00	$ 9,000.00	$ 27,000.00	$ 7,485.00	$ 22,455.00

Williamson County Road Bond Program
East Wilco Hwy Seg2 Ph1
July 17, 2024

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	Engineer's Estimate		Capital Excavation		James Construction Group, LLC		Joe Bland Construction, L.P.		Jordan Foster Construction LLC		Posillico Civil Inc.	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
83	466 6151	WINGWALL (FW - 0) (HW=4 FT)	1	EA	$ 18,000.00	$ 18,000.00	$ 8,200.00	$ 8,200.00	$ 15,497.34	$ 15,497.34	$ 15,950.00	$ 15,950.00	$ 13,000.00	$ 13,000.00	$ 15,360.00	$ 15,360.00
84	466 6165	WINGWALL (FW - S) (HW=4 FT)	1	EA	$ 10,000.00	$ 10,000.00	$ 11,400.00	$ 11,400.00	$ 14,803.54	$ 14,803.54	$ 15,950.00	$ 15,950.00	$ 17,000.00	$ 17,000.00	$ 18,512.00	$ 18,512.00
85	466 6168	WINGWALL (FW - S) (HW=7 FT)	2	EA	$ 14,000.00	$ 28,000.00	$ 24,000.00	$ 48,000.00	$ 27,109.07	$ 54,218.14	$ 27,500.00	$ 55,000.00	$ 36,000.00	$ 72,000.00	$ 33,820.00	$ 67,640.00
86	466 6179	WINGWALL (PW - 1) (HW=4 FT)	1	EA	$ 13,500.00	$ 13,500.00	$ 9,100.00	$ 9,100.00	$ 26,714.72	$ 26,714.72	$ 16,500.00	$ 16,500.00	$ 13,000.00	$ 13,000.00	$ 15,361.00	$ 15,361.00
87	466 6185	WINGWALL (PW - 2) (HW=10 FT)	1	EA	$ 65,000.00	$ 65,000.00	$ 37,200.00	$ 37,200.00	$ 39,012.09	$ 39,012.09	$ 26,500.00	$ 26,500.00	$ 38,000.00	$ 38,000.00	$ 36,496.00	$ 36,496.00
88	466 6193	WINGWALL (PW - 2) (HW=4 FT)	2	EA	$ 10,000.00	$ 20,000.00	$ 16,900.00	$ 33,800.00	$ 20,163.72	$ 40,327.44	$ 16,750.00	$ 33,500.00	$ 15,500.00	$ 31,000.00	$ 17,985.00	$ 35,970.00
89	466 6195	WINGWALL (PW - 2) (HW=6 FT)	1	EA	$ 13,000.00	$ 13,000.00	$ 9,300.00	$ 9,300.00	$ 26,980.23	$ 26,980.23	$ 26,650.00	$ 26,650.00	$ 23,000.00	$ 23,000.00	$ 24,378.00	$ 24,378.00
90	466 6197	WINGWALL (PW - 2) (HW=8 FT)	1	EA	$ 3,500.00	$ 3,500.00	$ 26,600.00	$ 26,600.00	$ 37,522.31	$ 37,522.31	$ 26,450.00	$ 26,450.00	$ 36,000.00	$ 36,000.00	$ 32,281.00	$ 32,281.00
91	467 6006	SET (TY I) (24 IN) (4: 1) (C)	6	EA	$ 2,200.00	$ 13,200.00	$ 2,730.00	$ 16,380.00	$ 14,913.89	$ 89,483.34	$ 3,750.00	$ 22,500.00	$ 7,600.00	$ 45,600.00	$ 5,087.00	$ 30,522.00
92	467 6168	SET (TY I) (S=5 FT) (HW= 2 FT) (6: 1) (P)	2	EA	$ 10,000.00	$ 20,000.00	$ 4,860.00	$ 9,720.00	$ 13,691.84	$ 27,383.68	$ 4,850.00	$ 9,700.00	$ 7,600.00	$ 15,200.00	$ 10,285.00	$ 20,570.00
93	467 6389	SET (TY II) (24 IN) (RCP) (3: 1) (P)	1	EA	$ 2,800.00	$ 2,800.00	$ 2,480.00	$ 2,480.00	$ 1,698.60	$ 1,698.60	$ 3,650.00	$ 3,650.00	$ 2,400.00	$ 2,400.00	$ 4,867.00	$ 4,867.00
94	467 6390	SET (TY II) (24 IN) (RCP) (4: 1) (C)	2	EA	$ 2,100.00	$ 4,200.00	$ 2,540.00	$ 5,080.00	$ 1,892.94	$ 3,785.88	$ 4,850.00	$ 9,700.00	$ 2,600.00	$ 5,200.00	$ 5,087.00	$ 10,174.00
95	467 6394	SET (TY II) (24 IN) (RCP) (6: 1) (C)	2	EA	$ 3,000.00	$ 6,000.00	$ 2,610.00	$ 5,220.00	$ 2,517.33	$ 5,034.66	$ 3,700.00	$ 7,400.00	$ 2,900.00	$ 5,800.00	$ 5,087.00	$ 10,174.00
96	467 6395	SET (TY II) (24 IN) (RCP) (6: 1) (P)	24	EA	$ 3,000.00	$ 72,000.00	$ 2,610.00	$ 62,640.00	$ 2,517.39	$ 60,417.36	$ 3,750.00	$ 90,000.00	$ 3,000.00	$ 72,000.00	$ 6,054.00	$ 145,296.00
97	480 6001	CLEAN EXIST CULVERT	1	EA	$ 1,500.00	$ 1,500.00	$ 4,560.00	$ 4,560.00	$ 8,898.03	$ 8,898.03	$ 12,500.00	$ 12,500.00	$ 5,000.00	$ 5,000.00	$ 5,991.00	$ 5,991.00
98	496 6004	REMOV STR (SET)	6	EA	$ 550.00	$ 3,300.00	$ 670.00	$ 4,020.00	$ 439.24	$ 2,635.44	$ 750.00	$ 4,500.00	$ 470.00	$ 2,820.00	$ 3,292.00	$ 19,752.00
99	496 6007	REMOV STR (PIPE)	338	LF	$ 25.00	$ 8,450.00	$ 25.60	$ 8,652.80	$ 16.79	$ 5,675.02	$ 50.00	$ 16,900.00	$ 14.00	$ 4,732.00	$ 40.00	$ 13,520.00
100	496 6010	REMOV STR (BRIDGE 100 - 499 FT LENGTH)	1	EA	$ 150,000.00	$ 150,000.00	$ 23,700.00	$ 23,700.00	$ 53,343.58	$ 53,343.58	$ 125,000.00	$ 125,000.00	$ 27,000.00	$ 27,000.00	$ 203,551.00	$ 203,551.00
101	496 6039	REMOV STR (BUILDING)	2	EA	$ 5,000.00	$ 10,000.00	$ 10,600.00	$ 21,200.00	$ 6,529.94	$ 13,059.88	$ 45,000.00	$ 90,000.00	$ 15,000.00	$ 30,000.00	$ 36,151.00	$ 72,302.00
102	496 6040	REMOV STR (RET WALL)	29	LF	$ 75.00	$ 2,175.00	$ 178.00	$ 5,162.00	$ 147.54	$ 4,278.66	$ 50.00	$ 1,450.00	$ 48.00	$ 1,392.00	$ 454.00	$ 13,166.00
103	496 6042	REMOV STR (SMALL)	6	EA	$ 1,500.00	$ 9,000.00	$ 1,020.00	$ 6,120.00	$ 2,139.29	$ 12,835.74	$ 3,000.00	$ 18,000.00	$ 2,900.00	$ 17,400.00	$ 2,219.00	$ 13,314.00
104	496 6043	REMOV STR (SMALL FENCE)	8,552	LF	$ 5.00	$ 42,760.00	$ 3.90	$ 33,352.80	$ 4.21	$ 36,003.92	$ 10.00	$ 85,520.00	$ 7.50	$ 64,140.00	$ 6.00	$ 51,312.00
105	500 6001	MOBILIZATION	1	LS	$ 6,340,000.00	$ 6,340,000.00	$ 5,500,000.00	$ 5,500,000.00	$ 6,677,987.05	$ 6,677,987.05	$ 2,200,000.00	$ 2,200,000.00	$ 6,800,000.00	$ 6,800,000.00	$ 6,000,000.00	$ 6,000,000.00
106	502 6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	48	MO	$ 10,000.00	$ 480,000.00	$ 7,100.00	$ 340,800.00	$ 6,105.43	$ 293,060.64	$ 3,500.00	$ 168,000.00	$ 6,200.00	$ 297,600.00	$ 3,107.00	$ 149,136.00
107	506 6002	ROCK FILTER DAMS (INSTALL) (TY 2)	5,470	LF	$ 35.00	$ 191,450.00	$ 40.45	$ 221,261.50	$ 43.25	$ 236,577.50	$ 50.00	$ 273,500.00	$ 32.00	$ 175,040.00	$ 47.00	$ 257,090.00
108	506 6011	ROCK FILTER DAMS (REMOVE)	5,470	LF	$ 15.00	$ 82,050.00	$ 18.90	$ 103,383.00	$ 21.01	$ 114,924.70	$ 25.00	$ 136,750.00	$ 12.00	$ 65,640.00	$ 4.00	$ 21,880.00
109	506 6020	CONSTRUCTION EXITS (INSTALL) (TY 1)	600	SY	$ 25.00	$ 15,000.00	$ 18.90	$ 11,340.00	$ 32.76	$ 19,656.00	$ 60.00	$ 36,000.00	$ 22.00	$ 13,200.00	$ 13.00	$ 7,800.00
110	506 6024	CONSTRUCTION EXITS (REMOVE)	600	SY	$ 10.00	$ 6,000.00	$ 12.40	$ 7,440.00	$ 13.98	$ 8,388.00	$ 20.00	$ 12,000.00	$ 12.00	$ 7,200.00	$ 3.00	$ 1,800.00
111	506 6038	TEMP SEDMT CONT FENCE (INSTALL)	36,046	LF	$ 3.50	$ 126,161.00	$ 3.80	$ 136,974.80	$ 4.33	$ 156,079.18	$ 5.00	$ 180,230.00	$ 3.25	$ 117,149.50	$ 3.00	$ 108,138.00
112	506 6039	TEMP SEDMT CONT FENCE (REMOVE)	36,046	LF	$ 1.00	$ 36,046.00	$ 0.50	$ 18,023.00	$ 1.43	$ 51,545.78	$ 1.00	$ 36,046.00	$ 1.10	$ 39,650.60	$ 1.00	$ 36,046.00
113	506 6041	BIODEG EROSN CONT LOGS (INSTL) (12")	322	LF	$ 5.00	$ 1,610.00	$ 8.10	$ 2,608.20	$ 9.58	$ 3,084.76	$ 12.00	$ 3,864.00	$ 6.60	$ 2,125.20	$ 12.00	$ 3,864.00
114	506 6043	BIODEG EROSN CONT LOGS (REMOVE)	322	LF	$ 1.00	$ 322.00	$ 1.60	$ 515.20	$ 1.91	$ 615.02	$ 6.00	$ 1,932.00	$ 2.20	$ 708.40	$ 2.00	$ 644.00
115	508 6001	CONSTRUCTING DETOURS	2,374	SY	$ 80.00	$ 189,920.00	$ 102.00	$ 242,148.00	$ 100.45	$ 238,468.30	$ 115.00	$ 273,010.00	$ 110.00	$ 261,140.00	$ 86.00	$ 204,164.00
116	512 6001	PORT CTB (FUR & INST) (SGL SLOPE) (TY 1)	390	LF	$ 50.00	$ 19,500.00	$ 111.00	$ 43,290.00	$ 80.04	$ 31,215.60	$ 75.00	$ 29,250.00	$ 25.00	$ 9,750.00	$ 121.00	$ 47,190.00
117	514 6001	PERM CTB (SGL SLOPE) (TY 1) (42)	439.1	LF	$ 110.00	$ 48,301.00	$ 107.00	$ 46,983.70	$ 141.07	$ 61,943.84	$ 80.00	$ 35,128.00	$ 115.00	$ 50,496.50	$ 131.00	$ 57,522.10
118	529 6008	CONC CURB & GUTTER (TY II)	18,637	LF	$ 25.00	$ 465,925.00	$ 24.35	$ 453,810.95	$ 25.56	$ 476,361.72	$ 24.00	$ 447,288.00	$ 21.00	$ 391,377.00	$ 26.00	$ 484,562.00
119	529 6021	CONC CURB & GUTTER (SLOTTED)	517	LF	$ 40.00	$ 20,680.00	$ 89.30	$ 46,168.10	$ 36.18	$ 18,705.06	$ 38.00	$ 19,646.00	$ 56.00	$ 28,952.00	$ 53.00	$ 27,401.00
120	530 6004	DRIVEWAYS (CONC)	76	SY	$ 95.00	$ 7,220.00	$ 146.00	$ 11,096.00	$ 128.79	$ 9,788.04	$ 275.00	$ 20,900.00	$ 190.00	$ 14,440.00	$ 147.00	$ 11,172.00
121	530 6005	DRIVEWAYS (ACP)	7,616	SY	$ 70.00	$ 533,120.00	$ 61.40	$ 467,622.40	$ 54.81	$ 417,432.96	$ 25.00	$ 190,400.00	$ 42.00	$ 319,872.00	$ 53.00	$ 403,648.00
122	530 6021	DRIVEWAYS (ACP) (TYPE 2)	3,081	SY	$ 85.00	$ 261,885.00	$ 97.90	$ 301,629.90	$ 86.55	$ 266,660.55	$ 60.00	$ 184,860.00	$ 90.00	$ 277,290.00	$ 71.00	$ 218,751.00
123	531 6002	CONC SIDEWALKS (5")	21,660	SY	$ 65.00	$ 1,407,900.00	$ 78.10	$ 1,691,646.00	$ 71.59	$ 1,550,639.40	$ 85.00	$ 1,841,100.00	$ 100.00	$ 2,166,000.00	$ 78.00	$ 1,689,480.00
124	531 6010	CURB RAMPS (TY 7)	14	EA	$ 2,500.00	$ 35,000.00	$ 1,700.00	$ 23,800.00	$ 2,833.96	$ 39,675.44	$ 2,850.00	$ 39,900.00	$ 3,900.00	$ 54,600.00	$ 4,553.00	$ 63,742.00
125	540 6001	MTL W-BEAM GD FEN (TIM POST)	2,930	LF	$ 33.00	$ 96,690.00	$ 28.70	$ 84,091.00	$ 26.83	$ 78,611.90	$ 32.00	$ 93,760.00	$ 30.00	$ 87,900.00	$ 20.00	$ 58,600.00
126	540 6006	MTL BEAM GD FEN TRANS (THRIE-BEAM)	26	EA	$ 2,300.00	$ 59,800.00	$ 1,800.00	$ 46,800.00	$ 1,901.73	$ 49,444.98	$ 2,750.00	$ 71,500.00	$ 2,100.00	$ 54,600.00	$ 1,500.00	$ 39,000.00
127	542 6001	REMOVE METAL BEAM GUARD FENCE	1,546	LF	$ 8.00	$ 12,368.00	$ 3.75	$ 5,797.50	$ 9.83	$ 15,197.18	$ 10.00	$ 15,460.00	$ 10.00	$ 15,460.00	$ 30.00	$ 46,380.00
128	544 6001	GUARDRAIL END TREATMENT (INSTALL)	30	EA	$ 3,500.00	$ 105,000.00	$ 3,380.00	$ 101,400.00	$ 3,509.16	$ 105,274.80	$ 4,105.00	$ 123,150.00	$ 3,900.00	$ 117,000.00	$ 2,500.00	$ 75,000.00
129	545 6005	CRASH CUSH ATTEN (REMOVE)	1	EA	$ 1,000.00	$ 1,000.00	$ 700.00	$ 700.00	$ 941.81	$ 941.81	$ 1,500.00	$ 1,500.00	$ 2,200.00	$ 2,200.00	$ 400.00	$ 400.00
130	545 6007	CRASH CUSH ATTEN (INSTL)(L)(N)(TL3)	5	EA	$ 8,000.00	$ 40,000.00	$ 36,200.00	$ 181,000.00	$ 37,568.29	$ 187,841.45	$ 36,535.00	$ 182,675.00	$ 36,000.00	$ 180,000.00	$ 29,713.00	$ 148,565.00
131	545 6019	CRASH CUSH ATTEN (INSTL)(S)(N)(TL3)	4	EA	$ 8,000.00	$ 32,000.00	$ 9,200.00	$ 36,800.00	$ 9,785.57	$ 39,142.28	$ 9,500.00	$ 38,000.00	$ 8,500.00	$ 34,000.00	$ 8,200.00	$ 32,800.00
132	550 6006	GATE (REMOVE)	2	EA	$ 450.00	$ 900.00	$ 350.00	$ 700.00	$ 712.50	$ 1,425.00	$ 1,000.00	$ 2,000.00	$ 535.00	$ 1,070.00	$ 1,050.00	$ 2,100.00
133	552 6003	WIRE FENCE (TY C)	9,597	LF	$ 18.00	$ 172,746.00	$ 9.95	$ 95,490.15	$ 9.75	$ 93,570.75	$ 10.00	$ 95,970.00	$ 11.00	$ 105,567.00	$ 24.00	$ 230,328.00
134	552 6005	GATE (TY 1)	6	EA	$ 1,800.00	$ 10,800.00	$ 1,340.00	$ 8,040.00	$ 1,050.00	$ 6,300.00	$ 1,500.00	$ 9,000.00	$ 1,200.00	$ 7,200.00	$ 1,084.00	$ 6,504.00
135	552 6007	GATE (TY 3)	2	EA	$ 1,200.00	$ 2,400.00	$ 1,340.00	$ 2,680.00	$ 1,150.00	$ 2,300.00	$ 1,500.00	$ 3,000.00	$ 1,200.00	$ 2,400.00	$ 1,084.00	$ 2,168.00
136	556 6006	PIPE UNDERDRAINS (TY 6) (6")	2,395	LF	$ 30.00	$ 71,850.00	$ 19.65	$ 47,061.75	$ 26.81	$ 64,209.95	$ 120.00	$ 287,400.00	$ 26.00	$ 62,270.00	$ 40.00	$ 95,800.00
137	556 6008	PIPE UNDERDRAINS (TY 8) (6")	608	LF	$ 35.00	$ 21,280.00	$ 32.85	$ 19,972.80	$ 26.69	$ 16,227.52	$ 120.00	$ 72,960.00	$ 67.00	$ 40,736.00	$ 46.00	$ 27,968.00
138	560 6001	MAILBOX INSTALL-S (TWG-POST) TY 1	2	EA	$ 340.00	$ 680.00	$ 300.00	$ 600.00	$ 461.00	$ 922.00	$ 1,000.00	$ 2,000.00	$ 295.00	$ 590.00	$ 350.00	$ 700.00
139	618 6023	CONDT (PVC) (SCH 40) (2")	936	LF	$ 18.00	$ 16,848.00	$ 14.05	$ 13,150.80	$ 13.00	$ 12,168.00	$ 50.00	$ 46,800.00	$ 14.00	$ 13,104.00	$ 14.00	$ 13,104.00
140	618 6029	CONDT (PVC) (SCH 40) (3")	5,064	LF	$ 24.00	$ 121,536.00	$ 35.60	$ 180,278.40	$ 33.00	$ 167,112.00	$ 60.00	$ 303,840.00	$ 36.00	$ 182,304.00	$ 35.00	$ 177,240.00
141	620 6007	ELEC CONDR (NO.8) BARE	9,528	LF	$ 2.00	$ 19,056.00	$ 2.50	$ 23,820.00	$ 2.30	$ 21,914.40	$ 4.00	$ 38,112.00	$ 2.50	$ 23,820.00	$ 2.00	$ 19,056.00
142	620 6008	ELEC CONDR (NO.8) INSULATED	7,152	LF	$ 2.00	$ 14,304.00	$ 2.30	$ 16,449.60	$ 2.15	$ 15,376.80	$ 5.00	$ 35,760.00	$ 2.35	$ 16,807.20	$ 2.00	$ 14,304.00
143	620 6010	ELEC CONDR (NO.6) INSULATED	2,736	LF	$ 3.00	$ 8,208.00	$ 2.80	$ 7,660.80	$ 2.60	$ 7,113.60	$ 6.00	$ 16,416.00	$ 3.00	$ 8,208.00	$ 3.00	$ 8,208.00
144	624 6002	GROUND BOX TY A (122311)W/APRON	6	EA	$ 1,400.00	$ 8,400.00	$ 2,050.00	$ 12,300.00	$ 1,900.00	$ 11,400.00	$ 2,750.00	$ 16,500.00	$ 2,100.00	$ 12,600.00	$ 2,000.00	$ 12,000.00
145	624 6010	GROUND BOX TY D (162922)W/APRON	2	EA	$ 1,600.00	$ 3,200.00	$ 2,700.00	$ 5,400.00	$ 2,500.00	$ 5,000.00	$ 4,250.00	$ 8,500.00	$ 2,700.00	$ 5,400.00	$ 2,631.00	$ 5,262.00
146	628 6188	ELC SRV TY D 120/240 070(NS)SS(E)SP(O)	2	EA	$ 8,500.00	$ 17,000.00	$ 11,800.00	$ 23,600.00	$ 10,900.00	$ 21,800.00	$ 10,250.00	$ 20,500.00	$ 12,000.00	$ 24,000.00	$ 11,471.00	$ 22,942.00
147	644 6002	IN SM RD SN SUP&AM TY10BWG(1)SA(P-BM)	4	EA	$ 750.00	$ 3,000.00	$ 1,190.00	$ 4,760.00	$ 1,225.00	$ 4,900.00	$ 1,200.00	$ 4,800.00	$ 1,200.00	$ 4,800.00	$ 821.00	$ 3,284.00
148	644 6004	IN SM RD SN SUP&AM TY10BWG(1)SA(T)	19	EA	$ 800.00	$ 15,200.00	$ 1,380.00	$ 26,220.00	$ 1,225.00	$ 23,275.00	$ 1,400.00	$ 26,600.00	$ 1,400.00	$ 26,600.00	$ 882.00	$ 16,758.00
149	644 6007	IN SM RD SN SUP&AM TY10BWG(1)SA(U)	3	EA	$ 900.00	$ 2,700.00	$ 1,460.00	$ 4,380.00	$ 435.00	$ 1,305.00	$ 1,500.00	$ 4,500.00	$ 1,500.00	$ 4,500.00	$ 800.00	$ 2,400.00
150	644 6030	IN SM RD SN SUP&AM TYS80(1)SA(T)	1	EA	$ 1,050.00	$ 1,050.00	$ 1,050.00	$ 1,050.00	$ 435.00	$ 435.00	$ 1,100.00	$ 1,100.00	$ 1,100.00	$ 1,100.00	$ 800.00	$ 800.00
151	644 6033	IN SM RD SN SUP&AM TYS80(1)SA(U)	1	EA	$ 1,150.00	$ 1,150.00	$ 1,050.00	$ 1,050.00	$ 435.00	$ 435.00	$ 1,500.00	$ 1,500.00	$ 1,500.00	$ 1,500.00	$ 800.00	$ 800.00
152	644 6060	IN SM RD SN SUP&AM TYTWT(1)WS(P)	17	EA	$ 500.00	$ 8,500.00	$ 460.00	$ 7,820.00	$ 435.00	$ 7,395.00	$ 500.00	$ 8,500.00	$ 450.00	$ 7,650.00	$ 760.00	$ 12,920.00
153	644 6061	IN SM RD SN SUP&AM TYTWT(1)WS(T)	54	EA	$ 550.00	$ 29,700.00	$ 590.00	$ 31,860.00	$ 435.00	$ 23,490.00	$ 600.00	$ 32,400.00	$ 600.00	$ 32,400.00	$ 635.00	$ 34,290.00
154	644 6064	IN BRIDGE MNT CLEARANCE SGN ASSM(TY N)	2	EA	$ 2,500.00	$ 5,000.00	$ 590.00	$ 1,180.00	$ 2,800.00	$ 5,600.00	$ 2,300.00	$ 4,600.00	$ 4,000.00	$ 8,000.00	$ 2,580.00	$ 5,160.00
155	644 6066	IN SM RD SN SUP&AM (RAIL MOUNT)	6	EA	$ 300.00	$ 1,800.00	$ 5,300.00	$ 31,800.00	$ 4,246.00	$ 25,476.00	$ 4,500.00	$ 27,000.00	$ 3,000.00	$ 18,000.00	$ 5,452.00	$ 32,712.00
156	644 6068	RELOCATE SM RD SN SUP&AM TY 10BWG	2	EA	$ 600.00	$ 1,200.00	$ 590.00	$ 1,180.00	$ 750.00	$ 1,500.00	$ 600.00	$ 1,200.00	$ 600.00	$ 1,200.00	$ 825.00	$ 1,650.00
157	644 6076	REMOVE SM RD SN SUP&AM	11	EA	$ 100.00	$ 1,100.00	$ 260.00	$ 2,860.00	$ 250.00	$ 2,750.00	$ 95.00	$ 1,045.00	$ 145.00	$ 1,595.00	$ 171.00	$ 1,881.00
158	658 6014	INSTL DEL ASSM (D-SW)SZ (BRF)CTB (BI)	173	EA	$ 20.00	$ 3,460.00	$ 48.55	$ 8,399.15	$ 15.69	$ 2,714.37	$ 50.00	$ 8,650.00	$ 50.00	$ 8,650.00	$ 23.00	$ 3,979.00
159	658 6047	INSTL OM ASSM (OM-2Y)(WC)GND	14	EA	$ 100.00	$ 1,400.00	$ 146.00	$ 2,044.00	$ 54.89	$ 768.46	$ 150.00	$ 2,100.00	$ 145.00	$ 2,030.00	$ 86.00	$ 1,204.00
160	658 6062	INSTL DEL ASSM (D-SW)SZ 1(BRF)GF2(BI)	136	EA	$ 50.00	$ 6,800.00	$ 91.70	$ 12,471.20	$ 25.90	$ 3,522.40	$ 95.00	$ 12,920.00	$ 90.00	$ 12,240.00	$ 36.00	$ 4,896.00
161	662 6008	WK ZN PAV MRK NON-REMOV (W)6"(SLD)	21,451	LF	$ 0.50	$ 10,725.50	$ 1.35	$ 28,958.85	$ 1.65	$ 35,394.15	$ 2.00	$ 42,902.00	$ 1.80	$ 38,611.80	$ 2.00	$ 42,902.00
162	662 6016	WK ZN PAV MRK NON-REMOV (W)24"(SLD)	234	LF	$ 8.00	$ 1,872.00	$ 25.90	$ 6,060.60	$ 16.80	$ 3,931.20	$ 20.00	$ 4,680.00	$ 18.00	$ 4,212.00	$ 17.00	$ 3,978.00
163	662 6037	WK ZN PAV MRK NON-REMOV (Y)6"(SLD)	26,785	LF	$ 0.50	$ 13,392.50	$ 1.35	$ 36,159.75	$ 1.65	$ 44,195.25	$ 2.00	$ 53,570.00	$ 1.80	$ 48,213.00	$ 2.00	$ 53,570.00
164	666 6018	REFL PAV MRK TY I (W)6"(DOT)(100MIL)	115	LF	$ 1.50	$ 172.50	$ 2.15	$ 247.25	$ 1.30	$ 149.50	$ 2.00	$ 230.00	$ 1.40	$ 161.00	$ 1.00	$ 115.00
165	666 6036	REFL PAV MRK TY I (W)8"(SLD)(100MIL)	4,018	LF	$ 1.50	$ 6,027.00	$ 1.65	$ 6,629.70	$ 1.50	$ 6,027.00	$ 2.00	$ 8,036.00	$ 1.65	$ 6,629.70	$ 2.00	$ 8,036.00

Williamson County Road Bond Program
East Wilco Hwy Seg2 Ph1
July 17, 2024

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	Engineer's Estimate		Capital Excavation		James Construction Group, LLC		Joe Bland Construction, L.P.		Jordan Foster Construction LLC		Posillico Civil Inc.	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
166	666 6048	REFL PAV MRK TY I (W)24"(SLD)(100MIL)	897	LF	$ 12.00	$ 10,764.00	$ 8.35	$ 7,489.95	$ 14.50	$ 13,006.50	$ 16.00	$ 14,352.00	$ 16.00	$ 14,352.00	$ 15.00	$ 13,455.00
167	666 6054	REFL PAV MRK TY I (W)(ARROW)(100MIL)	50	EA	$ 225.00	$ 11,250.00	$ 243.00	$ 12,150.00	$ 210.00	$ 10,500.00	$ 230.00	$ 11,500.00	$ 225.00	$ 11,250.00	$ 210.00	$ 10,500.00
168	666 6078	REFL PAV MRK TY I (W)(WORD)(100MIL)	22	EA	$ 250.00	$ 5,500.00	$ 320.00	$ 7,040.00	$ 240.00	$ 5,280.00	$ 260.00	$ 5,720.00	$ 255.00	$ 5,610.00	$ 240.00	$ 5,280.00
169	666 6099	REF PAV MRK TY I(W)18"(YLD TRI)(100MIL)	15	EA	$ 40.00	$ 600.00	$ 80.90	$ 1,213.50	$ 85.00	$ 1,275.00	$ 95.00	$ 1,425.00	$ 90.00	$ 1,350.00	$ 85.00	$ 1,275.00
170	666 6132	REFL PAV MRK TY I (Y)6"(DOT)(100MIL)	97	LF	$ 1.50	$ 145.50	$ 2.15	$ 208.55	$ 1.30	$ 126.10	$ 2.00	$ 194.00	$ 1.40	$ 135.80	$ 1.00	$ 97.00
171	666 6147	REFL PAV MRK TY I (Y)24"(SLD)(100MIL)	517	LF	$ 12.00	$ 6,204.00	$ 8.35	$ 4,316.95	$ 14.50	$ 7,496.50	$ 16.00	$ 8,272.00	$ 16.00	$ 8,272.00	$ 15.00	$ 7,755.00
172	666 6171	REFL PAV MRK TY II (W) 6"(BRK)	467	LF	$ 0.50	$ 233.50	$ 0.55	$ 256.85	$ 0.29	$ 135.43	$ 1.00	$ 467.00	$ 0.35	$ 163.45	$ 1.00	$ 467.00
173	666 6172	REFL PAV MRK TY II(W) 6" (DOT)	115	LF	$ 1.00	$ 115.00	$ 0.55	$ 63.25	$ 0.60	$ 69.00	$ 1.00	$ 115.00	$ 0.65	$ 74.75	$ 1.00	$ 115.00
174	666 6174	REFL PAV MRK TY II (W) 6" (SLD)	35,923	LF	$ 0.80	$ 28,738.40	$ 0.45	$ 16,165.35	$ 0.28	$ 10,058.44	$ 1.00	$ 35,923.00	$ 0.35	$ 12,573.05	$ 1.00	$ 35,923.00
175	666 6178	REFL PAV MRK TY II (W) 8" (SLD)	4,018	LF	$ 1.25	$ 5,022.50	$ 1.10	$ 4,419.80	$ 0.65	$ 2,611.70	$ 1.00	$ 4,018.00	$ 0.70	$ 2,812.60	$ 1.00	$ 4,018.00
176	666 6182	REFL PAV MRK TY II (W) 24" (SLD)	897	LF	$ 5.00	$ 4,485.00	$ 5.40	$ 4,843.80	$ 2.70	$ 2,421.90	$ 3.00	$ 2,691.00	$ 3.00	$ 2,691.00	$ 3.00	$ 2,691.00
177	666 6184	REFL PAV MRK TY II (W) (ARROW)	50	EA	$ 100.00	$ 5,000.00	$ 108.00	$ 5,400.00	$ 75.00	$ 3,750.00	$ 85.00	$ 4,250.00	$ 80.00	$ 4,000.00	$ 75.00	$ 3,750.00
178	666 6192	REFL PAV MRK TY II (W) (WORD)	22	EA	$ 125.00	$ 2,750.00	$ 1.60	$ 35.20	$ 85.00	$ 1,870.00	$ 95.00	$ 2,090.00	$ 90.00	$ 1,980.00	$ 85.00	$ 1,870.00
179	666 6198	REF PAV MRK TY II (W)18" (YLD TRI)	15	EA	$ 25.00	$ 375.00	$ 270.00	$ 4,050.00	$ 17.00	$ 255.00	$ 20.00	$ 300.00	$ 18.00	$ 270.00	$ 17.00	$ 255.00
180	666 6208	REFL PAV MRK TY II (Y) 6" (BRK)	6,602	LF	$ 1.50	$ 9,903.00	$ 0.55	$ 3,631.10	$ 0.29	$ 1,914.58	$ 1.00	$ 6,602.00	$ 0.35	$ 2,310.70	$ 1.00	$ 6,602.00
181	666 6209	REFL PAV MRK TY II(Y) 6" (DOT)	97	LF	$ 0.50	$ 48.50	$ 0.55	$ 53.35	$ 0.65	$ 63.05	$ 1.00	$ 97.00	$ 0.70	$ 67.90	$ 1.00	$ 97.00
182	666 6210	REFL PAV MRK TY II (Y) 6" (SLD)	59,432	LF	$ 0.80	$ 47,545.60	$ 0.54	$ 32,093.28	$ 0.28	$ 16,640.96	$ 1.00	$ 59,432.00	$ 0.35	$ 20,801.20	$ 1.00	$ 59,432.00
183	666 6214	REFL PAV MRK TY II (Y)24" (SLD)	517	LF	$ 6.00	$ 3,102.00	$ 1.10	$ 568.70	$ 2.70	$ 1,395.90	$ 3.00	$ 1,551.00	$ 3.00	$ 1,551.00	$ 3.00	$ 1,551.00
184	666 6306	RE PM W/RET REQ TY I (W)6"(BRK)(100MIL)	467	LF	$ 1.50	$ 700.50	$ 1.20	$ 560.40	$ 0.76	$ 354.92	$ 1.00	$ 467.00	$ 0.80	$ 373.60	$ 1.00	$ 467.00
185	666 6309	RE PM W/RET REQ TY I (W)6"(SLD)(100MIL)	35,923	LF	$ 1.25	$ 44,903.75	$ 1.20	$ 43,107.60	$ 0.74	$ 26,583.02	$ 1.00	$ 35,923.00	$ 0.80	$ 28,738.40	$ 1.00	$ 35,923.00
186	666 6318	RE PM W/RET REQ TY I (Y)6"(BRK)(100MIL)	6,602	LF	$ 1.50	$ 9,903.00	$ 1.20	$ 7,922.40	$ 0.76	$ 5,017.52	$ 1.00	$ 6,602.00	$ 0.80	$ 5,281.60	$ 1.00	$ 6,602.00
187	666 6321	RE PM W/RET REQ TY I (Y)6"(SLD)(100MIL)	59,432	LF	$ 1.25	$ 74,290.00	$ 1.19	$ 70,724.08	$ 0.74	$ 43,979.68	$ 1.00	$ 59,432.00	$ 0.80	$ 47,545.60	$ 1.00	$ 59,432.00
188	672 6007	REFL PAV MRKR TY I-C	192	EA	$ 8.00	$ 1,536.00	$ 8.35	$ 1,603.20	$ 9.50	$ 1,824.00	$ 12.00	$ 2,304.00	$ 10.00	$ 1,920.00	$ 10.00	$ 1,920.00
189	672 6009	REFL PAV MRKR TY II-A-A	2,140	EA	$ 6.00	$ 12,840.00	$ 8.35	$ 17,869.00	$ 5.50	$ 11,770.00	$ 6.00	$ 12,840.00	$ 6.00	$ 12,840.00	$ 6.00	$ 12,840.00
190	672 6010	REFL PAV MRKR TY II-C-R	21	EA	$ 5.00	$ 105.00	$ 8.35	$ 175.35	$ 9.50	$ 199.50	$ 12.00	$ 252.00	$ 10.00	$ 210.00	$ 10.00	$ 210.00
191	677 6002	ELIM EXT PAV MRK & MRKS (6")	7,363	LF	$ 1.50	$ 11,044.50	$ 1.90	$ 13,989.70	$ 0.74	$ 5,448.62	$ 1.00	$ 7,363.00	$ 0.80	$ 5,890.40	$ 1.00	$ 7,363.00
192	680 6002	INSTALL HWY TRF SIG (ISOLATED)	2	EA	$ 20,000.00	$ 40,000.00	$ 3,020.00	$ 6,040.00	$ 40,450.00	$ 80,900.00	$ 85,000.00	$ 170,000.00	$ 44,000.00	$ 88,000.00	$ 42,570.00	$ 85,140.00
193	681 6001	TEMP TRAFFIC SIGNALS	2	EA	$ 300,000.00	$ 600,000.00	$ 43,600.00	$ 87,200.00	$ 146,500.00	$ 293,000.00	$ 215,000.00	$ 430,000.00	$ 160,000.00	$ 320,000.00	$ 154,176.00	$ 308,352.00
194	682 6001	VEH SIG SEC (12")LED(GRN)	16	EA	$ 325.00	$ 5,200.00	$ 450.00	$ 7,200.00	$ 420.00	$ 6,720.00	$ 450.00	$ 7,200.00	$ 450.00	$ 7,200.00	$ 442.00	$ 7,072.00
195	682 6002	VEH SIG SEC (12")LED(GRN ARW)	5	EA	$ 325.00	$ 1,625.00	$ 450.00	$ 2,250.00	$ 420.00	$ 2,100.00	$ 450.00	$ 2,250.00	$ 450.00	$ 2,250.00	$ 442.00	$ 2,210.00
196	682 6003	VEH SIG SEC (12")LED(YEL)	16	EA	$ 325.00	$ 5,200.00	$ 450.00	$ 7,200.00	$ 420.00	$ 6,720.00	$ 450.00	$ 7,200.00	$ 450.00	$ 7,200.00	$ 442.00	$ 7,072.00
197	682 6004	VEH SIG SEC (12")LED(YEL ARW)	5	EA	$ 325.00	$ 1,625.00	$ 450.00	$ 2,250.00	$ 420.00	$ 2,100.00	$ 450.00	$ 2,250.00	$ 450.00	$ 2,250.00	$ 442.00	$ 2,210.00
198	682 6005	VEH SIG SEC (12")LED(RED)	16	EA	$ 325.00	$ 5,200.00	$ 450.00	$ 7,200.00	$ 420.00	$ 6,720.00	$ 450.00	$ 7,200.00	$ 450.00	$ 7,200.00	$ 442.00	$ 7,072.00
199	682 6006	VEH SIG SEC (12")LED(RED ARW)	5	EA	$ 325.00	$ 1,625.00	$ 1,080.00	$ 5,400.00	$ 420.00	$ 2,100.00	$ 450.00	$ 2,250.00	$ 450.00	$ 2,250.00	$ 442.00	$ 2,210.00
200	682 6017	PED SIG SEC (LED)(2 INDICATIONS)	4	LF	$ 600.00	$ 2,400.00	$ 1,080.00	$ 4,320.00	$ 1,000.00	$ 4,000.00	$ 875.00	$ 3,500.00	$ 1,100.00	$ 4,400.00	$ 1,052.00	$ 4,208.00
201	684 6033	TRF SIG CBL (TY A)(14 AWG)(7 CONDR)	4,326	LF	$ 4.00	$ 17,304.00	$ 3.40	$ 14,708.40	$ 3.15	$ 13,626.90	$ 6.00	$ 25,956.00	$ 3.50	$ 15,141.00	$ 3.00	$ 12,978.00
202	684 6083	TRF SIG CBL (TY C)(18 AWG)(4 CONDR)	354	LF	$ 5.00	$ 1,770.00	$ 2.30	$ 814.20	$ 2.15	$ 761.10	$ 7.00	$ 2,478.00	$ 2.50	$ 885.00	$ 2.00	$ 708.00
203	685 6004	INSTL RDSD FLSH BCN ASSM (SOLAR PWRD)	1	EA	$ 8,000.00	$ 8,000.00	$ 11,200.00	$ 11,200.00	$ 10,400.00	$ 10,400.00	$ 13,250.00	$ 13,250.00	$ 12,000.00	$ 12,000.00	$ 10,995.00	$ 10,995.00
204	686 6003	INS TRF SIG PL AM (S)LUM ARM(8')	9	EA	$ 8,000.00	$ 72,000.00	$ 270.00	$ 2,430.00	$ 250.00	$ 2,250.00	$ 1,500.00	$ 13,500.00	$ 270.00	$ 2,430.00	$ 263.00	$ 2,367.00
205	686 6027	INS TRF SIG PL AM (S)1 ARM (24')LUM	3	EA	$ 14,000.00	$ 42,000.00	$ 12,200.00	$ 36,600.00	$ 11,300.00	$ 33,900.00	$ 12,500.00	$ 37,500.00	$ 13,000.00	$ 39,000.00	$ 11,892.00	$ 35,676.00
206	686 6039	INS TRF SIG PL AM(S)1 ARM(36')LUM	2	EA	$ 16,000.00	$ 32,000.00	$ 15,000.00	$ 30,000.00	$ 13,900.00	$ 27,800.00	$ 16,250.00	$ 32,500.00	$ 15,000.00	$ 30,000.00	$ 14,628.00	$ 29,256.00
207	686 6047	INS TRF SIG PL AM(S)1 ARM(44')LUM	3	EA	$ 18,000.00	$ 54,000.00	$ 16,800.00	$ 50,400.00	$ 15,600.00	$ 46,800.00	$ 16,950.00	$ 50,850.00	$ 17,000.00	$ 51,000.00	$ 16,417.00	$ 49,251.00
208	687 6002	PEDESTRIAN PUSH BUTTON POLE	1	EA	$ 2,500.00	$ 2,500.00	$ 4,210.00	$ 4,210.00	$ 3,900.00	$ 3,900.00	$ 4,500.00	$ 4,500.00	$ 4,200.00	$ 4,200.00	$ 4,104.00	$ 4,104.00
209	688 6001	PED DETECT PUSH BUTTON (APS)	4	EA	$ 1,200.00	$ 4,800.00	$ 1,190.00	$ 4,760.00	$ 1,100.00	$ 4,400.00	$ 975.00	$ 3,900.00	$ 1,200.00	$ 4,800.00	$ 1,158.00	$ 4,632.00
210	688 6003	PED DETECTOR CONTROLLER UNIT	2	EA	$ 4,000.00	$ 8,000.00	$ 4,100.00	$ 8,200.00	$ 3,800.00	$ 7,600.00	$ 4,800.00	$ 9,600.00	$ 4,100.00	$ 8,200.00	$ 4,000.00	$ 8,000.00
211	690 6120	TRF SIG HD(REPL)(3SEC)(LED)W/BRKT BKPL	21	EA	$ 200.00	$ 4,200.00	$ 205.00	$ 4,305.00	$ 190.00	$ 3,990.00	$ 275.00	$ 5,775.00	$ 205.00	$ 4,305.00	$ 200.00	$ 4,200.00
212	730 6002	FULL-WIDTH MOWING	5	AC	$ 2,000.00	$ 10,000.00	$ 9,000.00	$ 45,000.00	$ 3,500.00	$ 17,500.00	$ 4,150.00	$ 20,750.00	$ 2,500.00	$ 12,500.00	$ 213.00	$ 1,065.00
213	3076 6001	D-GR HMA TY-B PG64-22	20,256	TON	$ 125.00	$ 2,532,000.00	$ 114.00	$ 2,309,184.00	$ 107.45	$ 2,176,507.20	$ 117.00	$ 2,369,952.00	$ 114.00	$ 2,309,184.00	$ 108.00	$ 2,187,648.00
214	3076 6035	D-GR HMA TY-D PG64-22	10,880	TON	$ 125.00	$ 1,360,000.00	$ 120.00	$ 1,305,600.00	$ 113.15	$ 1,231,072.00	$ 123.00	$ 1,338,240.00	$ 120.00	$ 1,305,600.00	$ 114.00	$ 1,240,320.00
215	3076 6042	D-GR HMA TY-D SAC-B PG70-22	9,549	TON	$ 140.00	$ 1,336,860.00	$ 140.00	$ 1,336,860.00	$ 132.45	$ 1,264,765.05	$ 142.00	$ 1,355,958.00	$ 140.00	$ 1,336,860.00	$ 134.00	$ 1,279,566.00
216	3076 6043	D-GR HMA TY-D PG70-22 (LEVEL-UP)	312	TON	$ 180.00	$ 56,160.00	$ 150.00	$ 46,800.00	$ 141.10	$ 44,023.20	$ 150.00	$ 46,800.00	$ 150.00	$ 46,800.00	$ 142.00	$ 44,304.00
217	3076 6066	TACK COAT	15,752	GAL	$ 3.00	$ 47,256.00	$ 5.20	$ 81,910.40	$ 4.90	$ 77,184.80	$ 5.00	$ 78,760.00	$ 5.30	$ 83,485.60	$ 4.00	$ 63,008.00
218	3081 6008	TOM-C PG76-22 SAC-B	697	TON	$ 150.00	$ 104,550.00	$ 175.00	$ 121,975.00	$ 164.70	$ 114,795.90	$ 175.00	$ 121,975.00	$ 175.00	$ 121,975.00	$ 166.00	$ 115,702.00
219	5001 6002	GEOGRID BASE REINFORCEMENT (TY II)	108,774	SY	$ 1.40	$ 152,283.60	$ 1.48	$ 160,985.52	$ 1.49	$ 162,073.26	$ 3.00	$ 326,322.00	$ 1.65	$ 179,477.10	$ 4.00	$ 435,096.00
220	5015 6001	DEAD END ROADWAY BARRICADE	64	LF	$ 50.00	$ 3,200.00	$ 210.00	$ 13,440.00	$ 650.00	$ 41,600.00	$ 95.00	$ 6,080.00	$ 27.00	$ 1,728.00	$ 1,000.00	$ 64,000.00
221	6007-6036	FO CBL (12 SMF)	1,332	LF	$ 8.50	$ 11,322.00	$ 10.80	$ 14,385.60	$ 10.00	$ 13,320.00	$ 12.00	$ 15,984.00	$ 11.00	$ 14,652.00	$ 11.00	$ 14,652.00
222	6058 6001	BBU SYSTEM (EXTERNAL BATT CABINET)	2	EA	$ 6,500.00	$ 13,000.00	$ 10,000.00	$ 20,000.00	$ 9,300.00	$ 18,600.00	$ 10,500.00	$ 21,000.00	$ 10,000.00	$ 20,000.00	$ 9,787.00	$ 19,574.00
223	6185 6002	TMA (STATIONARY)	200	DAY	$ 150.00	$ 30,000.00	$ 340.00	$ 68,000.00	$ 326.48	$ 65,296.00	$ 225.00	$ 45,000.00	$ 450.00	$ 90,000.00	$ 413.00	$ 82,600.00
224	6292 6003	RVDS(PRESENCE AND ADVANCE DET)	8	EA	$ 7,500.00	$ 60,000.00	$ 9,100.00	$ 72,800.00	$ 8,400.00	$ 67,200.00	$ 10,950.00	$ 87,600.00	$ 8,900.00	$ 71,200.00	$ 8,840.00	$ 70,720.00
Developer Utility Sleeves																
225	402-6001	TRENCH EXCAVATION PROTECTION	1,870	LF	$ 8.00	$ 14,960.00	$ 8.35	$ 15,614.50	$ 1.50	$ 2,805.00	$ 5.00	$ 9,350.00	$ 3.50	$ 6,545.00	$ 6.00	$ 11,220.00
226	J109-19	30" STEEL ENC. PIPE, OPEN CUT: INSTALLED	430	LF	$ 600.00	$ 258,000.00	$ 300.00	$ 129,000.00	$ 313.00	$ 134,590.00	$ 275.00	$ 118,250.00	$ 370.00	$ 159,100.00	$ 420.00	$ 180,600.00
227	J109-20	24" STEEL CASING	1,870	LF	$ 410.00	$ 766,700.00	$ 280.00	$ 523,600.00	$ 227.00	$ 424,490.00	$ 225.00	$ 420,750.00	$ 265.00	$ 495,550.00	$ 333.00	$ 622,710.00
228	J109-21	24" STEEL CASING (JACK AND BORE)	200	LF	$ 700.00	$ 140,000.00	$ 730.00	$ 146,000.00	$ 729.00	$ 145,800.00	$ 700.00	$ 140,000.00	$ 820.00	$ 164,000.00	$ 1,578.00	$ 315,600.00
Manville Waterline																
229	505S-B4	ENCASEMENT PIPE, 4" DIAMETER, STEEL SCH 80	78	LF	$ 100.00	$ 7,800.00	$ 120.00	$ 9,360.00	$ 60.00	$ 4,680.00	$ 50.00	$ 3,900.00	$ 130.00	$ 10,140.00	$ 125.00	$ 9,750.00
230	509S-1	TRENCH EXCAVATION SAFETY PROTECTION SYSTEMS (ALL DEPTHS)	104	LF	$ 3.50	$ 364.00	$ 17.20	$ 1,788.80	$ 1.50	$ 156.00	$ 5.00	$ 520.00	$ 5.90	$ 613.60	$ 7.00	$ 728.00
231	510-AW2"	PIPE, 2-INCH DIA PVC, SDR-21, INCLUDING FITTINGS	104	LF	$ 75.00	$ 7,800.00	$ 83.00	$ 8,632.00	$ 57.00	$ 5,928.00	$ 45.00	$ 4,680.00	$ 100.00	$ 10,400.00	$ 90.00	$ 9,360.00
232	510-JW:2"x2" DIA	WET CONNECTION, 2" X 2" DIA.	2	EA	$ 3,000.00	$ 6,000.00	$ 2,280.00	$ 4,560.00	$ 1,151.00	$ 2,302.00	$ 5,000.00	$ 10,000.00	$ 3,000.00	$ 6,000.00	$ 6,062.00	$ 12,124.00
233	511S-A2	VALVES, GATE, 2" DIAMETER	4	EA	$ 1,500.00	$ 6,000.00	$ 2,130.00	$ 8,520.00	$ 1,724.00	$ 6,896.00	$ 2,000.00	$ 8,000.00	$ 3,000.00	$ 12,000.00	$ 7,690.00	$ 30,760.00
Jonah Waterline																
234	J109-1	4" C900 DR-18 PVC PIPE AND FITTINGS; W/ TRACER WIRE; INSTALLED	1,526	LF	$ 48.00	$ 73,248.00	$ 52.20	$ 79,657.20	$ 40.00	$ 61,040.00	$ 45.00	$ 68,670.00	$ 100.00	$ 152,600.00	$ 85.00	$ 129,710.00
235	J109-2	4" RESTRAINED JOINT C900 DR-18 PVC PIPE AND FITTINGS; W/ TRACER WIRE; INSTALLED	125	LF	$ 52.00	$ 6,500.00	$ 88.90	$ 11,112.50	$ 82.00	$ 10,250.00	$ 95.00	$ 11,875.00	$ 82.00	$ 10,250.00	$ 70.00	$ 8,750.00
236	J109-3	8" STEEL ENC. PIPE, BORED; W/ 4" RESTRAINED JOINT C900 DR-18 PVC PIPE: INSTALLED	118	LF	$ 225.00	$ 26,550.00	$ 640.00	$ 75,520.00	$ 641.00	$ 75,638.00	$ 485.00	$ 57,230.00	$ 580.00	$ 68,440.00	$ 2,132.00	$ 251,576.00
237	J109-4	8" STEEL ENC. PIPE, OPEN CUT; W/ 4" RESTRAINED JOINT C900 DR-18 PVC PIPE: INSTALLED	1,193	LF	$ 153.00	$ 182,529.00	$ 99.00	$ 118,107.00	$ 101.00	$ 120,493.00	$ 95.00	$ 113,335.00	$ 195.00	$ 232,635.00	$ 412.00	$ 491,516.00
238	J109-5	3" HDPE SDR9 RESTRAINED JOINT PIPE AND FITTINGS; W/ TRACER WIRE; INSTALLED	18	LF	$ 45.00	$ 810.00	$ 189.00	$ 3,402.00	$ 77.00	$ 1,386.00	$ 75.00	$ 1,350.00	$ 145.00	$ 2,610.00	$ 183.00	$ 3,294.00

Williamson County Road Bond Program
East Wilco Hwy Seg2 Ph1
July 17, 2024

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	Engineer's Estimate		Capital Excavation		James Construction Group, LLC		Joe Bland Construction, L.P.		Jordan Foster Construction LLC		Posillico Civil Inc.	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
239	J109-6	6" STEEL ENC. PIPE, OPEN CUT; W/ 3" RESTRAINED JOINT HDPE SDR9 PIPE: INSTALLED	50	LF	$ 150.00	$ 7,500.00	$ 121.00	$ 6,050.00	$ 108.00	$ 5,400.00	$ 80.00	$ 4,000.00	$ 215.00	$ 10,750.00	$ 189.00	$ 9,450.00
240	J109-7	2" HDPE SDR9 PRIVATE SERVICE LINE; INSTALLED	250	LF	$ 30.00	$ 7,500.00	$ 59.70	$ 14,925.00	$ 37.00	$ 9,250.00	$ 55.00	$ 13,750.00	$ 135.00	$ 33,750.00	$ 72.00	$ 18,000.00
241	J109-8	48" STEEL ENC. PIPE, OPEN CUT: INSTALLED	355	LF	$ 850.00	$ 301,750.00	$ 690.00	$ 244,950.00	$ 760.00	$ 269,800.00	$ 725.00	$ 257,375.00	$ 730.00	$ 259,150.00	$ 1,023.00	$ 363,165.00
242	J109-9	4" GATE VALVE, BOX AND MARKER; INSTALLED	12	LF	$ 3,250.00	$ 39,000.00	$ 2,230.00	$ 26,760.00	$ 1,832.00	$ 21,984.00	$ 2,000.00	$ 24,000.00	$ 3,100.00	$ 37,200.00	$ 4,844.00	$ 58,128.00
243	J109-10	3" GATE VALVE, BOX AND MARKER; INSTALLED	1	EA	$ 2,500.00	$ 2,500.00	$ 2,580.00	$ 2,580.00	$ 2,156.00	$ 2,156.00	$ 3,000.00	$ 3,000.00	$ 3,500.00	$ 3,500.00	$ 8,670.00	$ 8,670.00
244	J109-11	4" CAP; INSTALLED	1	EA	$ 2,000.00	$ 2,000.00	$ 1,550.00	$ 1,550.00	$ 676.00	$ 676.00	$ 500.00	$ 500.00	$ 3,200.00	$ 3,200.00	$ 3,012.00	$ 3,012.00
245	J109-12	AIR/VACUUM RELIEF VALVE ASSEMBLY AND MARKER; INSTALLED	1	EA	$ 8,000.00	$ 8,000.00	$ 5,900.00	$ 5,900.00	$ 6,680.00	$ 6,680.00	$ 7,500.00	$ 7,500.00	$ 11,000.00	$ 11,000.00	$ 9,653.00	$ 9,653.00
246	J109-13	CONNECT NEW 4" TO EXISTING 2.5"; INSTALLED	4	EA	$ 2,000.00	$ 8,000.00	$ 2,490.00	$ 9,960.00	$ 1,367.00	$ 5,468.00	$ 1,000.00	$ 4,000.00	$ 2,100.00	$ 8,400.00	$ 3,622.00	$ 14,488.00
247	J109-14	CONNECT NEW SERVICE LINE" TO EXISTING SERVICE LINE"; INSTALLED	1	EA	$ 5,000.00	$ 5,000.00	$ 2,340.00	$ 2,340.00	$ 1,746.00	$ 1,746.00	$ 1,500.00	$ 1,500.00	$ 3,100.00	$ 3,100.00	$ 2,992.00	$ 2,992.00
248	J109-15	CONNECT NEW 2.5" TO EXISTING 2.5"; INSTALLED	1	EA	$ 1,800.00	$ 1,800.00	$ 2,240.00	$ 2,240.00	$ 1,178.00	$ 1,178.00	$ 1,000.00	$ 1,000.00	$ 1,900.00	$ 1,900.00	$ 3,622.00	$ 3,622.00
249	J109-16	RELOCATE AND RECONNECT WATER SERVICE; TO INCLUDE NEW SERVICE LINE, FITTINGS, BOXES, AND LIDS; COMPLETE AND INSTALLED	1	EA	$ 5,000.00	$ 5,000.00	$ 8,800.00	$ 8,800.00	$ 3,767.00	$ 3,767.00	$ 6,500.00	$ 6,500.00	$ 4,900.00	$ 4,900.00	$ 3,622.00	$ 3,622.00
250	J109-17	COMPACTED GRAVEL DRIVE REPLACEMENT, TO INCLUDE COMPACTED GRAVEL TRENCH	112	SF	$ 10.00	$ 1,120.00	$ 34.60	$ 3,875.20	$ 43.33	$ 4,852.96	$ 10.00	$ 1,120.00	$ 10.00	$ 1,120.00	$ 59.00	$ 6,608.00
251	J109-18	TRENCH SAFETY SYSTEM DESIGN AND IMPLEMENTATION	3,217	LF	$ 1.00	$ 3,217.00	$ 5.55	$ 17,854.35	$ 2.00	$ 6,434.00	$ 5.00	$ 16,085.00	$ 4.75	$ 15,280.75	$ 7.00	$ 22,519.00
NON-BID ITEMS TO BE INCLUDED IN BID AND CONTRACT AMOUNT. DO NOT MAKE CHANGES TO THIS SECTION.																
252	416-WC01	CORE HOLES FOR BRIDGES	39	EA	$ 200.00	$ 7,800.00	$ 200.00	$ 7,800.00	$ 200.00	$ 7,800.00	$ 200.00	$ 7,800.00	$ 200.00	$ 7,800.00	$ 200.00	$ 7,800.00
253	585-WC01	FORCE ACCOUNT - ESTIMATED RIDE QUALITY BONUS/PENALTY	58700	DOL	$ 1.00	$ 58,700.00	$ 1.00	$ 58,700.00	$ 1.00	$ 58,700.00	$ 1.00	$ 58,700.00	$ 1.00	$ 58,700.00	$ 1.00	$ 58,700.00
254	999-WC01	FORCE ACCOUNT	100000	DOL	$ 1.00	$ 100,000.00	$ 1.00	$ 100,000.00	$ 1.00	$ 100,000.00	$ 1.00	$ 100,000.00	$ 1.00	$ 100,000.00	$ 1.00	$ 100,000.00
255	3076-WC01	FORCE ACCOUNT - ESTIMATED PLACEMENT AND PRODUCTION BONUS/PENALTY (TY B)	172600	DOL	$ 1.00	$ 172,600.00	$ 1.00	$ 172,600.00	$ 1.00	$ 172,600.00	$ 1.00	$ 172,600.00	$ 1.00	$ 172,600.00	$ 1.00	$ 172,600.00
256	3076-WC02	FORCE ACCOUNT - ESTIMATED PLACEMENT AND PRODUCTION BONUS/PENALTY(TY D SURFACE)	87500	DOL	$ 1.00	$ 87,500.00	$ 1.00	$ 87,500.00	$ 1.00	$ 87,500.00	$ 1.00	$ 87,500.00	$ 1.00	$ 87,500.00	$ 1.00	$ 87,500.00
		TOTAL COST ADJUSTED FOR CORRECTNESS				**$ 70,970,449.10**		**$ 64,407,606.63**		**$ 67,568,925.99**		**$ 69,899,566.00**		**$ 74,617,119.79**		**$ 78,056,201.35**
		ACTUAL BID PROPOSAL						$64,407,606.63		$67,568,926.00		$69,899,566.00		$74,617,119.79		$78,056,201.35
		ADJUSTMENT DIFFERENCE						$0.00		$0.01		$0.00		$0.00		$0.00
		Acknowledgement of Addendum						Y		Y		Y		Y		Y
		Bid Affidavit						Y		Y		Y		Y		Y
		Bidder References (Minimum of Three)						Y		Y		N		Y		Y
		Child Support-Business Ownership Form						Y		Y		Y		Y		Y
		Conflict of Interest Questionnaire						Y		Y		Y		Y		Y
		Debarment Certification						Y		Y		Y		Y		Y

HNTB Corporation
The HNTB Companies
Engineers Architects Planners

101 E. Old Settlers Blvd
Suite 225
Round Rock, TX 78664

Telephone (512) 744-9082
www.hntb.com

July 18, 2024

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

Attention: Kerstin Hancock
Deputy Purchasing Agent

Re: Williamson County Road Bond Program
East Wilco Hwy Segment 2 Phase 1
Williamson County Project No. 24IFB59
Recommendation of Contractor Award

Dear Ms. Hancock,

Please find attached the bid tabulation for the subject-referenced project. The bids have been reviewed and the apparent low bid (Capital Excavation Company) was found to be responsive and materially balanced. Following is a summary of the bid totals:

1.	Capital Excavation	$64,407,606.63
2.	James Construction Group, LLC	$67,568,925.99
3.	Joe Bland Construction, L.P.	$69,899,566.00
4.	Jordan Foster Construction LLC	$74,617,119.79
5.	Posillico Civil Inc.	$78,056,201.35

The lowest bidder was $6,562,842.47 lower than the Engineers Estimate of $70,970,449.10, a cost savings of 9.25%. The bidding was competitive with the lowest two bidders being within 4.96% of each other.

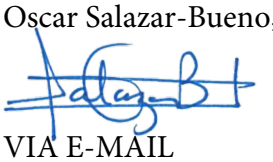
In addition to meeting the bid qualifications subject to being the low bidder, Capital Excavation Company is currently the Contractor on Corridor C / SH 29 Bypass and has successfully completed past projects for Williamson County including Samsung Highway (FM3349 to CR404), CR 111 Westinghouse, North May Extension, County Road 300/301, County Road 214, and Ronald Reagan South Phase I. Based on the quality of work performed by the Contractor and favorable working relationship with the County and its Representatives, we therefore concur with the recommendation of the Design Engineer, JMT, Inc., for award of the East Wilco Hwy Segment 2 Phase 1 construction contract to Capital Excavation Company in the amount of $64,407,606.63.

Please feel free to contact our office with any questions.

Respectfully Submitted,

HNTB Corporation

Oscar Salazar-Bueno, P.E.



VIA E-MAIL

Attachments: Bid Tabulation Analysis, Engineer's Letter of Recommendation, Standard Agreement, Form 1295

Cc: Judge Gravell, Williamson County Judge
Commissioner Cook, Williamson County, Pct. 1
Commissioner Long, Williamson County, Pct. 2
Commissioner Covey, Williamson County, Pct. 3
Commissioner Boles, Williamson County, Pct. 4
Robert B. Daigh, Williamson County
Adam Boatright, Williamson County
Terron Evertson, Williamson County
Christen Eschberger, HNTB Corporation

Williamson County Road Bond Program
East Wilco Hwy Seg2 Ph1
July 17, 2024

Bid Comparison

Bidder	Bid Amount	Rank	Difference from Engineer's Estimate ($)	Difference from Engineer's Estimate (%)	Difference from Low Bid ($)	Difference from Low Bid (%)
Capital Excavation	$ 64,407,606.63	1	($6,562,842.47)	-9.25%	$ -	0.0%
James Construction Group, LLC	$ 67,568,925.99	2	($3,401,523.11)	-4.8%	$ 3,161,319.36	4.9%
Joe Bland Construction, L.P.	$ 69,899,566.00	3	($1,070,883.10)	-1.5%	$ 5,491,959.37	8.5%
Jordan Foster Construction LLC	$ 74,617,119.79	4	$3,646,670.69	5.1%	$ 10,209,513.16	15.9%
Posillico Civil Inc.	$ 78,056,201.35	5	$7,085,752.25	10.0%	$ 13,648,594.72	21.2%

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2024-1189058

Date Filed:
07/18/2024

Date Acknowledged:

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

Capital Excavation Co
Buda, 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.

24IFB59
CONSTRUCTION OF EASTBOUND FRONTAGE ROAD CONSISTING OF GRADING, FLEXBASE, APSHPALT PAVEMENT, SHARED USE PATH, BRIDGE STRUCTURES, RETAINING WALLS, CULVERTS, STORM SEWER, AND SIGNING AND PAVEMENT MARKERS

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Bradley, James E	Buda, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is James E - Bradley, and my date of birth is _____

My address is ___ (street) (city) (state) (zip code) U.S.A. (country)

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

Executed in Hays County, State of Tx., on the 18 day of July (month), 20 24 (year).

James E Bradley C.E.O.

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2024-1189058

Date Filed:
07/18/2024

Date Acknowledged:

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

Capital Excavation Co
Buda, 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.

24IFB59
CONSTRUCTION OF EASTBOUND FRONTAGE ROAD CONSISTING OF GRADING, FLEXBASE, APSHPALT PAVEMENT, SHARED USE PATH, BRIDGE STRUCTURES, RETAINING WALLS, CULVERTS, STORM SEWER, AND SIGNING AND PAVEMENT MARKERS

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Bradley, James E	Buda, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is James E - Bradley, and my date of birth is _____

My address is ___ (street) (city) (state) (zip code) U.S.A. (country)

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

Executed in Hays County, State of Tx., on the 18 day of July (month), 20 24 (year).

James E Bradley C.E.O.

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2024-1189058

Date Filed:
07/18/2024

Date Acknowledged:
07/22/2024

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

Capital Excavation Co
Buda, 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.

24IFB59
CONSTRUCTION OF EASTBOUND FRONTAGE ROAD CONSISTING OF GRADING, FLEXBASE, APSHPALT PAVEMENT, SHARED USE PATH, BRIDGE STRUCTURES, RETAINING WALLS, CULVERTS, STORM SEWER, AND SIGNING AND PAVEMENT MARKERS

4

Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Bradley, James E	Buda, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

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

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

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

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

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

Commissioners Court - Regular Session **59.**

Meeting Date: 07/30/2024

Diamond 24RFSQ13 WA4 LRTP Surveying 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 Work Authorization No 4 in the amount of $175,000.00 to expire on December 31, 2025 under Williamson County Contract for Surveying Services between Diamond Surveying, Inc. and Williamson County dated March 19, 2024 for Long Range Transportation Plan (LRTP) On Call Surveying Services. Funding source: P457.

Background

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Diamond 24RFSQ13 WA4 LRTP Surveying Svcs

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	07/25/2024 11:01 AM
County Judge Exec Asst.	Becky Pruitt	07/25/2024 11:49 AM
Form Started By: Vicky Edwards		Started On: 07/25/2024 10:34 AM
Final Approval Date: 07/25/2024		

WORK AUTHORIZATION NO. 04

WILLIAMSON COUNTY ROAD AND BRIDGE PROGRAM:
LRTP On-Call Survey Services

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Surveying Services, being dated March 19, 2024, and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Diamond Surveying, Inc. (the "Surveyor").

Part 1. The Surveyor will provide the following Surveying Services set forth in Attachment "B" of this Work Authorization.

Part 2. The maximum amount payable for services under this Work Authorization without modification is $175,000.00.

Part 3. Payment to the Surveyor for the services established under this Work Authorization shall be made in accordance with the Contract.

Part 4. This Work Authorization shall become effective **on the date of final acceptance and full execution of the parties hereto** and shall terminate on **12/31/2025**. The Surveying Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date, unless extended by a Supplemental Work Authorization.

Part 5. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

Part 6. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Work Authorization. Surveyor understands and agrees that County's payment of amounts under this Work Authorization is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Surveyor that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Surveyor.

Part 7. This Work Authorization is hereby accepted and acknowledged below.

Continued next page

EXECUTED this _____.

SURVEYOR:

Diamond Surveying, Inc.

By:___ _____
Signature

___Shane Shafer_____
Printed Name

___President_____
Title

COUNTY:

Williamson County, Texas

By:_____
Signature

_____
Printed Name

_____
Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Surveyor

Attachment C - Work Schedule

Attachment D - Fee Schedule

ATTACHMENT A
SERVICES TO BE PROVIDED BY THE COUNTY FOR
LRTP On-Call Survey Services

In general, Williamson County and its representatives to their best efforts will render services as follows:

1. Name, business address, and phone number of County's project manager.

2. Assistance to the Surveyor, as necessary, with obtaining data and information from other local, regional, State and Federal agencies required for this project.

3. Provide available criteria and full information as to the client's requirements for the project. Provide examples of acceptable format for the required deliverables.

4. Provide timely reviews and decisions necessary for the Surveyor to maintain the project work schedule. Review recommendations offered by the Surveyor, progress of work, and final acceptance of all documents.

5. Submittal of documentation and permits to regulatory agencies for review and comment, when specified.

6. Assist with coordination between the Surveyor and the County's other consultants.

7. The horizontal datum for the various projects will be Bearing Basis: NAD83, Texas Central (4203) State Plane System, Coordinates shall be surface coordinates based on the Williamson County Surface Adjustment Factor of 1.00012 or use existing Bearing Basis and Coordinates for existing Project if different and as provided by the County.

8. Facilitate resolution of any refusals to grant ROE and/or communication with landowners, who are hostile with respect to completion of the WA.

ATTACHMENT B
SERVICES TO BE PROVIDED BY THE SURVEYOR FOR
LRTP On-Call Survey Services

a. MONTHLY PROGRESS REPORTS, INVOICES, AND BILLINGS:

- Submit monthly progress status reports to the GEC, when warranted.
  1. Progress reports will include: deliverable table, tasks completed, tasks/objectives that are planned for the upcoming periods, lists or descriptions of items or decisions needed from the County and its representatives. Surveyor progress will be incorporated into the monthly progress report. A copy of the monthly progress report will be uploaded to ProjectWise.

- Prepare correspondence, invoices, and progress reports on a monthly basis in accordance with current County requirements.

- SURVEYING SERVICES: Surveyor will utilize current right of entry (ROE) obtained for the individual tasked project. If no ROE exists, and upon receiving approval from GEC on the specific scoped task, prepare and mail a ROE letter(s) (**up to 20** letters for the program assumed) per the County's standard, for the project team, including geotechnical and environmental. Send a second follow-up letter to non-responsive property owners.

- Locate and stake existing and/or proposed ROW lines.

- Perform sufficient deed research to analyze the ROW or property lines for the affected tracts.

- Perform sufficient field work to attempt recovery of the critical property corners for boundary.

- Locate railroad rights-of-way (if any).

- Generate survey plats with metes and bounds descriptions for ROW acquisition parcel(s) and/or easement acquisition(s) (**up to 20** parcel documents assumed).

  1. Perform sufficient 2-dimensional (horizontal only) location of substantial features found within twenty-five (25) feet of the proposed ROW line and note any improvements requiring removal/relocation.

a. Locate visible improvements and utilities, including driveways, water wells, storage tanks, edge of pavement//shoulder, physical centerline, guardrail, fences, signs, mailboxes, and trees 12-inch diameter or greater.

2. Existing easement and fee strips must be shown and identified by width, owner, and recording data.

3. Building lines or set-back lines must be shown and identified.

4. Surveyor will review title commitment provided by the County for each parcel document.

- Place necessary monuments at the corners of the parcels to be acquired (**up to 20** tracts' staking assumed).

- Prepare a basemap for use in the parcel acquisition.

b. ASSUMPTIONS

- The Surveyor shall notify the County prior to performing the work if:

1. Sufficient ROW monumentation or project control cannot be found to re-establish the existing alignments and associated ROW lines along the project corridor.

2. Traffic Control cannot be managed by the Surveyor's personnel.

3. The work is delayed due to weather or other circumstances beyond the Surveyor's direct control.

4. Coordination with County personnel or landowners that limits the access to their property(ies) or the availability of records for the survey.

ATTACHMENT C

SCHEDULE

LRTP On-Call Survey Services

Work shall begin immediately upon receipt of written Notice to Proceed (NTP) on assigned tasks. Memorandum of Understanding (MOU) may be included for outline of assigned tasks.

EXHIBIT D

RATE SCHEDULE

Diamond Surveying, Inc.
SHANE SHAFER, R.P.L.S., PRESIDENT
116 SKYLINE ROAD, GEORGETOWN, TX 78628
OFFICE: (512) 931-3100
T.B.P.E.L.S. Firm No. 10006900

STANDARD RATE SCHEDULE

Effective January 1, 2024, the following rates apply to work performed on a hourly-charge basis.

DIRECT LABOR

OFFICE PERSONNEL SERVICES

Classification	Rates
Registered Professional Land Surveyor	$170.00 per hour
Project Manager	$150.00 per hour
Project Surveyor	$115.00 per hour
Senior CADD Technician	$135.00 per hour

FIELD PARTY SERVICES

Classification	Rates
1-Man Field Party	$130.00 per hour
2-Man Field Party	$170.00 per hour
3-Man Field Party	$200.00 per hour

Notes:
Field Party rates include conventional equipment, supplies and survey vehicles. Excessive use of stakes, lathes, etc., will be charged at cost.

A minimum of two (2) hours field party time charge will be made for show-up time and return to office, resulting from inclement weather conditions, etc.

Field Party stand-by time will be charged at the above-shown appropriate rates.

Commissioners Court - Regular Session **60.**

Meeting Date: 07/30/2024

Schwertner Ranch Road Improvements Development Agreement with WBW Single Development LLC – Pct 4

Submitted For: Adam Boatright **Submitted By:** Adam Boatright, Infrastructure

Department: Infrastructure

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a Development Agreement with WBW Single Development, LLC.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Schwertner Ranch Development Agreement (partially executed)

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	07/25/2024 11:59 AM
Form Started By: Adam Boatright		Started On: 07/25/2024 11:51 AM
Final Approval Date: 07/25/2024		

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

DEVELOPMENT AGREEMENT
SCHWERTNER RANCH ROAD IMPROVEMENTS

This Development Agreement (this "Agreement") is entered into as of the Effective Date (as defined below), by and between Williamson County, Texas, a political subdivision, ("County") and WBW Single Development Group, LLC – Series 128, a Texas series limited liability company ("Owner"). The County and Owner are each sometimes individually referred to herein as a "Party" and they are sometimes collectively referred to herein as the "Parties".

RECITALS

A. Owner owns a parcel of land located on CR 313 south of FM 487 in Williamson County, Texas consisting of approximately 105.67 acres of land, generally depicted in Exhibit "A" attached hereto and made a part hereof for all purposes (the "Land").

B. Owner is in the process of developing a single-family residential community on the Land known as the Schwertner Ranch. At its full build out, the Schwertner Ranch community will consist of approximately 822 single-family residential homes on 231.63 acres and is anticipated to be developed in five (5) phases.

C. Owner has developed and recorded final plats for three (3) phases known as Schwertner Ranch Phase 1, Schwertner Ranch Phase II, and Schwertner Ranch Phase III subdivisions.

D. Owner is in the process of developing and seeking approval to record the final plats for the fourth and fifth phases known as *Schwertner Ranch Phase IV* and *Schwertner Ranch Phase V*, respectively, and in connection therewith, is seeking the County's support and assurances regarding the Owner's ability to construct certain road improvements to provide access to the Land via FM 487.

E. Owner and the County desire to enter into this Agreement to set forth the terms and conditions upon which Owner will construct the aforementioned road improvements.

AGREEMENTS

NOW, THEREFORE, for and in consideration of the promises and mutual agreements of the Parties set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Incorporation of Recitals. The foregoing recitals are incorporated herein for all purposes.

2. Certain Definitions. As used in this Agreement, the following terms have the following respective meanings:

a. "CR 313 Right-of-Way" means Tract A, Block 1, Tract B, Block 2, and Tract C, Block 3, of the Schwertner Ranch Phase I subdivision in Williamson County, Texas, according to the plat recorded in Document No. 2020086940 of the Official Public Records of Williamson County, Texas.

b. "Effective Date" means the date on which this Agreement becomes signed by both Parties, as established by reference to the latest of the dates set forth in the acknowledgments of the Parties, below.

c. "Project" means the Schwertner Ranch development, a single-family residential community consisting of 822 single family lots, located on CR 313 south of FM 487 in Williamson County, Texas. The preliminary plats depicting the Project are attached hereto as Exhibit "B" and made a part hereof for all purposes.

d. "Property" means the Land, together with all minerals, improvements and personal property located in, on, under or at the Land, whether such minerals, improvements or personal property are owned, leased or possessed by Owner.

e. "Road Project" means the construction of a public road known as Nealy Circle from the northern stub-out of McNamara Court and continuing to and connecting to FM 487, including all improvements required by the Texas Department of Transportation for connecting the public road to FM 487. The proposed location of the Road Project is generally depicted on the drawing attached as Exhibit "C," made a part hereof for all purposes; and

f. "Roundabout Repairs" means repairs, including but not limited to the pavement, roadway flex base, subgrade, curbs, and drainage improvements to the roundabout located on Wyatt Way after completion of the installation of a wastewater line by the City of Jarrell. Such repairs shall be completed to Williamson County standards as defined in the County Subdivision Regulations or as otherwise approved by the County Engineer.

3. Owner Obligations and Agreements.

a. Provide a financial security to the County for the Roundabout Repairs in the amount of $45,000.00. Such security may be in the form of a performance bond, cash, or letter of credit. This security must be payable to the County Judge, or his successors in office, of Williamson County, Texas, for the estimated cost of construction according to the calculations of a Registered Professional Engineer. Release of the security shall be conditioned on the completion of the Roundabout Repairs.

b. Provide a financial security to the County for the Road Project in the amount of $294,348.00. Such security may be in the form of a performance bond, cash, or letter of credit. This security must be payable to the County Judge, or his successors in office,

of Williamson County, Texas, for the estimated cost of construction according to the calculations of a Registered Professional Engineer. Release of the security shall be conditioned on the completion of the Road Project.

c. Cause the CR 313 Right-of-Way to be dedicated to the County by deed, free and clear of liens, within 30 days of the effective date of this agreement, at no cost to the County.

d. Dedicate all necessary public right-of-way for the Road Project, free and clear of liens, to the County by final plat no later than March 1, 2025, or else on or after March 1, 2025, the right-of-way shall be dedicated to the County by deed, free and clear of liens, within 5 business days of a request by the County Engineer for said right-of-way dedication by deed, at no cost to the County.

4. County Obligations and Agreements.

a. Release the Owner from the requirements as found in Note #24 of the Preliminary Plat of the Schwertner Ranch Phased IV-VI subdivision, said plat being previously approved by the Williamson County Commissioners Court on July 12, 2022. Those requirements are effectively replaced by the terms and conditions of this agreement.

b. County intends at an undetermined future date to extend and connect Ragnar Drive to the future extension of CR 313, subject to availability of funding.

5. Term and Termination.

a. This Agreement shall be effective for a term (the "Term") commencing on the Effective Date and expiring upon completion of the Road Project and the County's acceptance of the Road Project, unless terminated earlier in accordance with the terms of this Agreement. In any event, however, the Owner will commence the construction of the Road Project after the execution of this Agreement by both parties and shall complete construction of the Road Project by October 1, 2025, unless an extension of the Term is granted pursuant to the terms set out herein.

b. The County understands and acknowledges that Owner has obtained all requisite licenses, permits, consents, approvals and authorizations from the appropriate governmental authorities necessary for the lawful construction and operation of the Project.

c. The Term of this Agreement may be extended for an additional period or periods of time upon mutual written agreement of the Parties hereto.

6. Development Standards. Owner agrees to design and construct the Road Project Roundabout Repairs in full compliance with the plans and specifications as prepared by Yalgo Engineering, LLC and approved by the County Engineer (the "Plans and Specs"), which such Plans and Specs are incorporated herein by reference.

7. Default. Should either Party default in any of its obligations hereunder, the non-defaulting party shall provide the defaulting party notice of the default within thirty (30) days of discovery of the default. The defaulting party shall have thirty (30) days after receipt of written notice thereof from the non-defaulting Party to cure such default. If the defaulting party does not cure the default within such 30-day period, then the non-defaulting Party shall be entitled to terminate this Agreement by written notice to the other Party and pursue any other remedies that may be available to the non-defaulting Party at law or in equity (including suit for specific performance or other equitable relief, if appropriate); provided, however, that with respect to any default other than failure to pay any sum when due hereunder, if such default is susceptible of cure but cannot reasonably be cured with the aforesaid 30-day period, and if the defaulting Party has commenced to cure such default within said 30-day period and is diligently prosecuting such cure, then the defaulting Party shall be afforded an additional reasonable period of time (not to exceed ninety (90) additional days) to effect such cure. The provisions of this Section 8 are in addition to, and not in lieu of, any other rights and remedies expressly set forth elsewhere in this Agreement.

8. Insurance and Indemnification.

a. Insurance. Owner shall obtain and maintain throughout the construction of the Road Project the insurance coverages stated in this Section. Prior to commencement of construction on the Road Project, Owner shall provide an insurance certificate acceptable to the County reflecting such insurance policies. Owner shall not cause or permit any insurance policy to lapse or be cancelled prior to or during the Road Project and shall pay all premiums, deductibles and self-insured retentions, if any, stated in the policies. The County, its officials, employees and agents shall be named as additional insureds on all coverages required by this Section. Owner shall obtain and maintain the following insurance coverages:

(i) Commercial general liability insurance with a minimum combined single limit of $1,000,000 per occurrence and a minimum $1,000,000 aggregate including products and completed operations and contractual liability coverage.

(ii) Comprehensive business automobile liability insurance with a minimum combined single limit of $500,000 including coverage for all owned, non-owned and hired autos.

Only insurance written by a company with an AM Best rating of no less than a B+ VII and in good standing with the Texas State Board of Insurance shall be acceptable to the County.

b. Indemnity. Owner shall indemnify, and hold the County, its officers, employees and elected officials harmless from and against all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, attorney's fees, and any and all other costs or fees arising out of, or incident to, concerning or resulting from the negligence or willful misconduct of Owner, or its agents, employees or subcontractors, or any participant or attendee of the Road Project arising from, associated with, or otherwise relating to the Road Project, no matter how, or to whom, such loss may occur. Nothing herein shall be deemed to limit the rights of County (including, but not limited to the right to seek contribution) against any third party who may be liable for an indemnified claim.

Maintenance of the insurance required under these Terms of Use shall not limit Owner's obligations under this paragraph.

9. Miscellaneous Provisions.

a. Successors and Assigns.

i. Owner shall not be entitled to assign this Agreement or any of Owner's rights or obligations hereunder to any other person or entity without the prior written consent of the County; provided that Owner shall have the right (with notice to, but without having to obtain the consent of, the County) to assign its rights and obligations under this Agreement to any Affiliate of Owner to whom Owner transfers title to all, but not less than all, of the Owner's Property thereon. As used in the immediately preceding sentence, the term "Affiliate" means any entity that controls, is controlled by or is under common control with Owner, where the term "control" and its derivatives means the power to direct the overall management and policies of an entity, whether through the ownership of a voting majority of the ownership interests in such entity, by contact, or otherwise. The foregoing provisions of this Section 9(a)(i) shall not operate or be construed as a restraint on Owner's ability to transfer title to the Land, but if Owner transfers title to all or any portion of the Land to any person or entity (other than an Affiliate of Owner acquiring the entirety of the Land) without the County's written consent, this Agreement shall automatically terminate as to the entirety of the Land effective as of the instant of such transfer. Notwithstanding the foregoing, the provisions of this Section 9(a)(i) shall not apply to any (i) transfer of a portion, but not all, of the Land to a governmental authority or other entity with the power of eminent domain, as a result of any actual or threatened condemnation, or (ii) grant of an easement, lien or other similar interest in or affecting the Land, if Owner retains fee ownership thereafter.

ii. This Agreement is a covenant running with title to the Land and shall be binding upon and inure to the benefit of County and Owner and their respective successors and permitted assigns.

b. Force Majeure.

i. In the event either party is rendered unable by force majeure to carry out any of its obligations under this Agreement, in whole or in part, then the obligations of that party, to the extent affected by the force majeure will be suspended during the continuance of the inability, provided however, that due diligence is exercised to resume performance at the earliest practical time. As soon as reasonably possible after the occurrence of the force majeure relied upon to suspend performance, the party whose contractual obligations are affected thereby must give notice and full particulars of the force majeure to the other party. The cause, as far as possible, must be remedied with all reasonable diligence.

ii. The term "force majeure" includes acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, orders of the government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightening, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, restraints of government and civil disturbances, explosions, breakage or accidents to equipment, pipelines or canals, partial or complete failure of water supply, and any other inabilities of either party, whether similar to those enumerated or otherwise, that are not within the control of the party claiming the inability and that could not have been avoided by the exercise of due diligence and care. It is understood and agreed that the settlement of strikes and lockouts is entirely within the discretion of the party having the difficulty and that the requirement that any force majeure be remedied with all reasonable dispatch will not require the settlement of strikes and lockouts by acceding to the demands of the opposing party if the settlement is unfavorable in the judgment of the party having the difficulty.

c. Entirety. This Agreement comprises the entire agreement between the County and Owner and there are no conversations, understandings, agreements, conditions or representations, express or implied with reference to the subject matter hereof that are not merged herein or superseded hereby.

d. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to conflicts of laws, rules or principles as applied in Texas. Venue for any action brought under or in connection with this Agreement shall lie exclusively in the courts of competent jurisdiction of Williamson County, Texas, and any appellate courts with jurisdiction over matters brought in such courts.

e. Amendment. This Agreement cannot be amended or modified, nor can any provision hereof be waived, except by a written instrument duly executed by both Parties (in the case of an amendment or modification) or by the Party to be charged (in the case of a waiver).

f. Non-waiver. Failure of either Party to insist on the strict performance of any of the agreements herein or to exercise any rights or remedies accruing hereunder upon default or failure of performance shall not be considered a waiver of the right to insist on and to enforce by any appropriate remedy, strict compliance with any other obligation hereunder or to exercise any right or remedy occurring as a result of any future default or failure of performance.

g. Notices. All notices required or permitted under this Agreement shall be given by (i) prepaid first-class mail, registered or certified, return receipt requested, or (ii) recognized overnight courier with tracking capability. All notices hereunder shall be addressed as follows:

If to the County:

County Judge
710 Main Street, Suite 101
Georgetown, Texas 78626

If to Owner:

WBW Single Development Group, LLC – Series 128
109 W. 2nd Street, Suite 201
Georgetown, Texas 78626

Notices made by registered or certified mail shall be deemed given two (2) days (excluding Saturdays, Sundays and postal holidays) after deposit with the U.S. Postal Service, properly addressed and prepaid. Notices given by recognized overnight delivery service shall be deemed given when delivery actually occurs. Either Party may change its address for notice by providing the other Party notice thereof in accordance herewith.

h. Authority. Each Party represents and warrants that the person executing this Agreement on behalf of such Party has been duly authorized to do so by all requisite actions on the part of such Party (and in the case of the County, in full compliance with all applicable County ordinances), and in so doing shall bind such Party to all of the provisions hereof.

i. Construction. Each Party is sophisticated in the matters covered by this Agreement and was represented by counsel of such Party's choosing in connection with the drafting and negotiation of this Agreement. As such, each Party waives any rule of construction or interpretation that would require any provision of this Agreement to be construed in favor of or against either Party on the basis of which Party drafted such provision.

j. Savings Clause. In the event any provision herein shall be judicially interpreted or held to be invalid, illegal or otherwise unenforceable by reason of any rule of law or public policy, then (i) the other provisions of this Agreement shall remain in full force and effect, and (ii) the provision held to be invalid, illegal or unenforceable shall, to the fullest extent permitted by law, be reformed to the minimum extent necessary to render such provision valid, legal and enforceable and in such a manner as to preserve to the fullest extent possible the original economic and legal intent of the Parties.

k. Rules of Construction. The following rules of construction shall apply to this Agreement: (i) words in the singular shall include the plural, and vice versa; (ii) the words "include", "includes" and "including" are not limiting; (iii) references herein to a "Section" shall mean the corresponding section of this Agreement and are included for convenience of reference only and not to enlarge or limit the scope or meaning of any sections; (iv) the words "hereof", "herein" and "hereunder" and words of similar import shall refer to this Agreement as a whole, and not to any particular provision of this Agreement; and (v) the "$" sign refers to currency of the United States of America.

l. Counterparts. This Agreement may be executed in multiple counterparts, all of which shall constitute but one and the same instrument.

m. Time. Time is of material importance to this Agreement. In computing the number of days for purposes of this Agreement, all days will be counted, including Saturdays, Sundays and legal holidays; however, if the final day of any time period falls on a Saturday, Sunday or legal holiday, then the final day will be deemed to be the next day that is not a Saturday, Sunday or legal holiday.

n. No Joint Venture. It is acknowledged and agreed by the Parties that the terms hereof are not intended to and shall not be deemed to create any partnership or joint venture among the Parties. The County, its past, present and future officers, elected officials, employees and agents of the County, do not assume any responsibilities or liabilities to any third party in connection with the construction of the Road Project improvements.

[the remainder of this page is intentionally blank – signature page to follow]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the dates set forth in the acknowledgments of the Parties below, to be effective, however, as of the Effective Date.

County
Williamson County, Texas

By: _____
Bill Gravell, Jr.
County Judge

STATE OF TEXAS §
§
COUNTY OF WILLAMSON §

This instrument was acknowledged before me on the _____ day of _____, 2024, by Bill Gravell, Jr., County Judge for Williamson County, Texas, a political subdivision, on behalf of said County and in the capacity herein stated.

_____
Notary Public, State of Texas

Owner
WBW Single Development Group, LLC –
Series 128, a Texas series limited liability company

By: _____
Douglas Reinke, Authorized Agent

STATE OF TEXAS §
§
COUNTY OF WILLAMSON §

This instrument was acknowledged before me on the 23rd day of July, 2024, by Douglas Reinke, Authorized Agent of WBW Single Development Group, LLC – Series 128, a Texas series limited liability company, on behalf of said company.



_____
Neely A. Roper
Notary Public, State of Texas
My commission expires 6/25/28

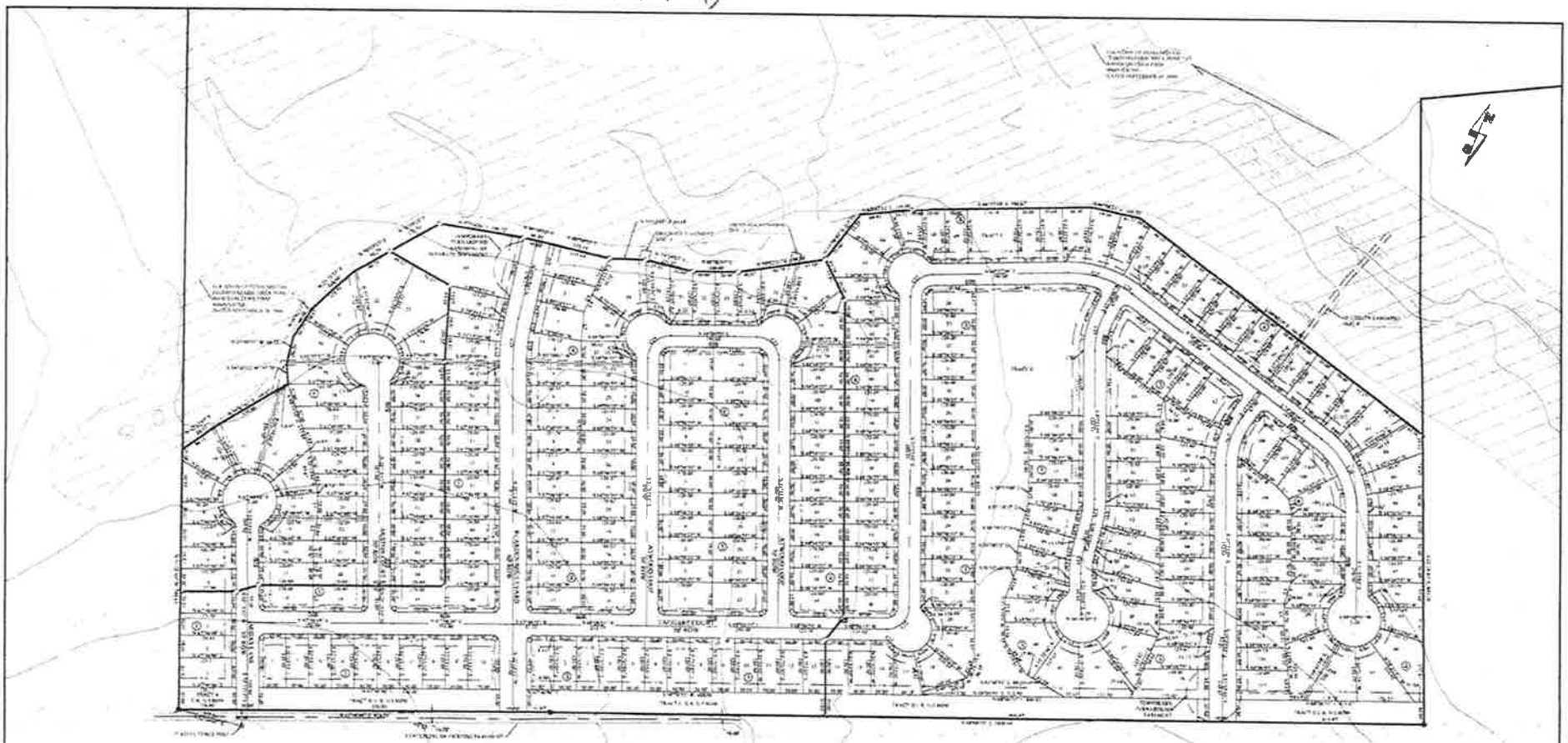
Exhibit A

General Depiction of the Land



Exhibit B
Preliminary Plats for the Project
[insert overall sheet of each prelim plat]

EXHIBIT B



PRELIMINARY PLAT OF
SCHWERTNER RANCH
WILLIAMSON COUNTY, TEXAS

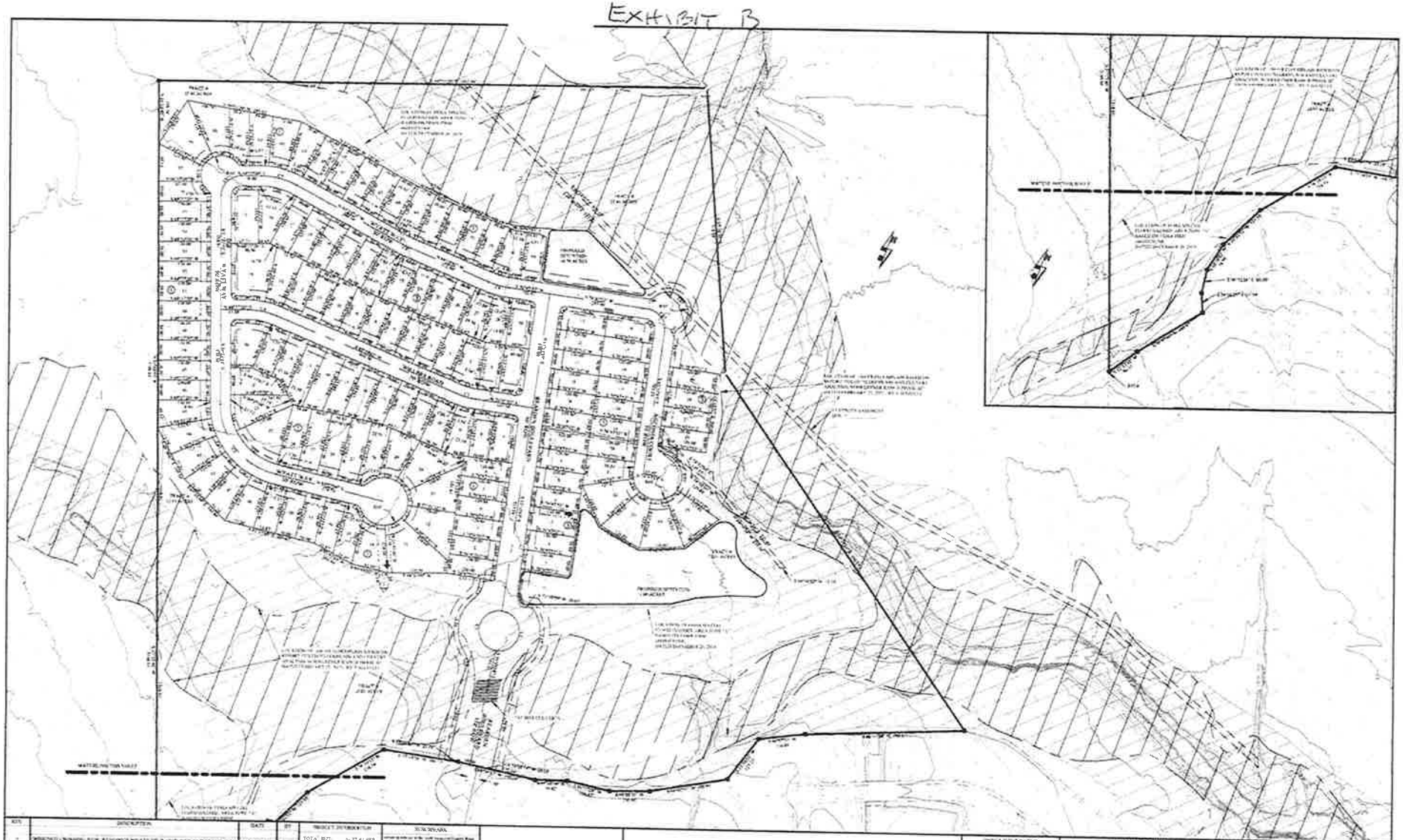
Yalgo, LLC
3000 IH-35 Frontage Rd., Suite 100
Round Rock, TX 78681
PH (254) 953-5255
FX (254) 953-5255

Texas Registered Engineering Firm F-11064

Texas Registered Surveying Firm 10194093

SHEET 2 OF 3

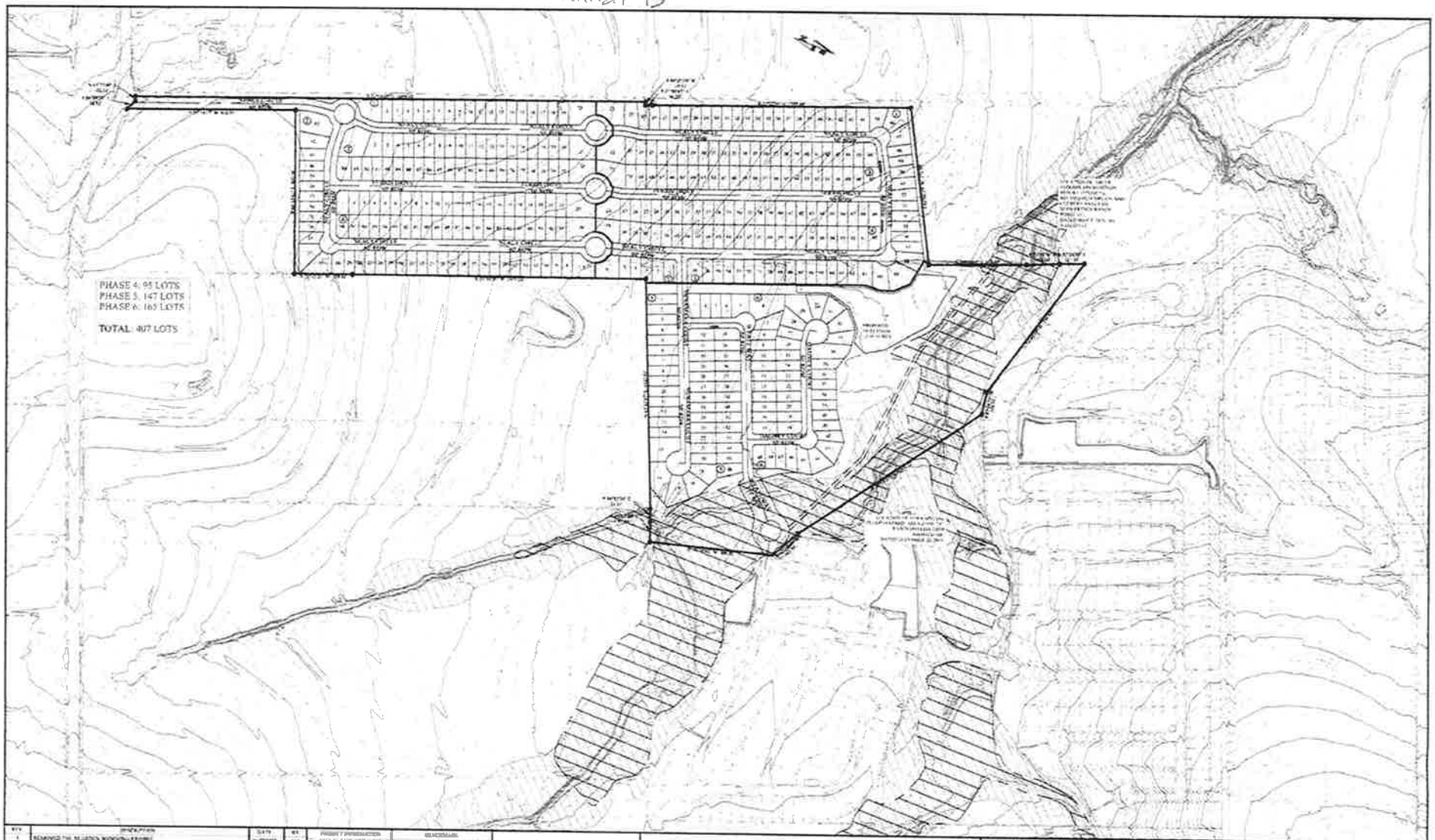
EXHIBIT B



PRELIMINARY PLAT OF
SCHWERTNER RANCH PHASE III
WILLIAMSON COUNTY, TEXAS

Yalgo, LLC

EXHIBIT B



PRELIMINARY PLAT OF
SCHWERTNER RANCH PHASES IV-VI
WILLIAMSON COUNTY, TEXAS

Yalgo, LLC
109 W 2nd Street, Ste. 201
Georgetown, TX 78626
PH (254) 953-0252
FX (254) 953-0254

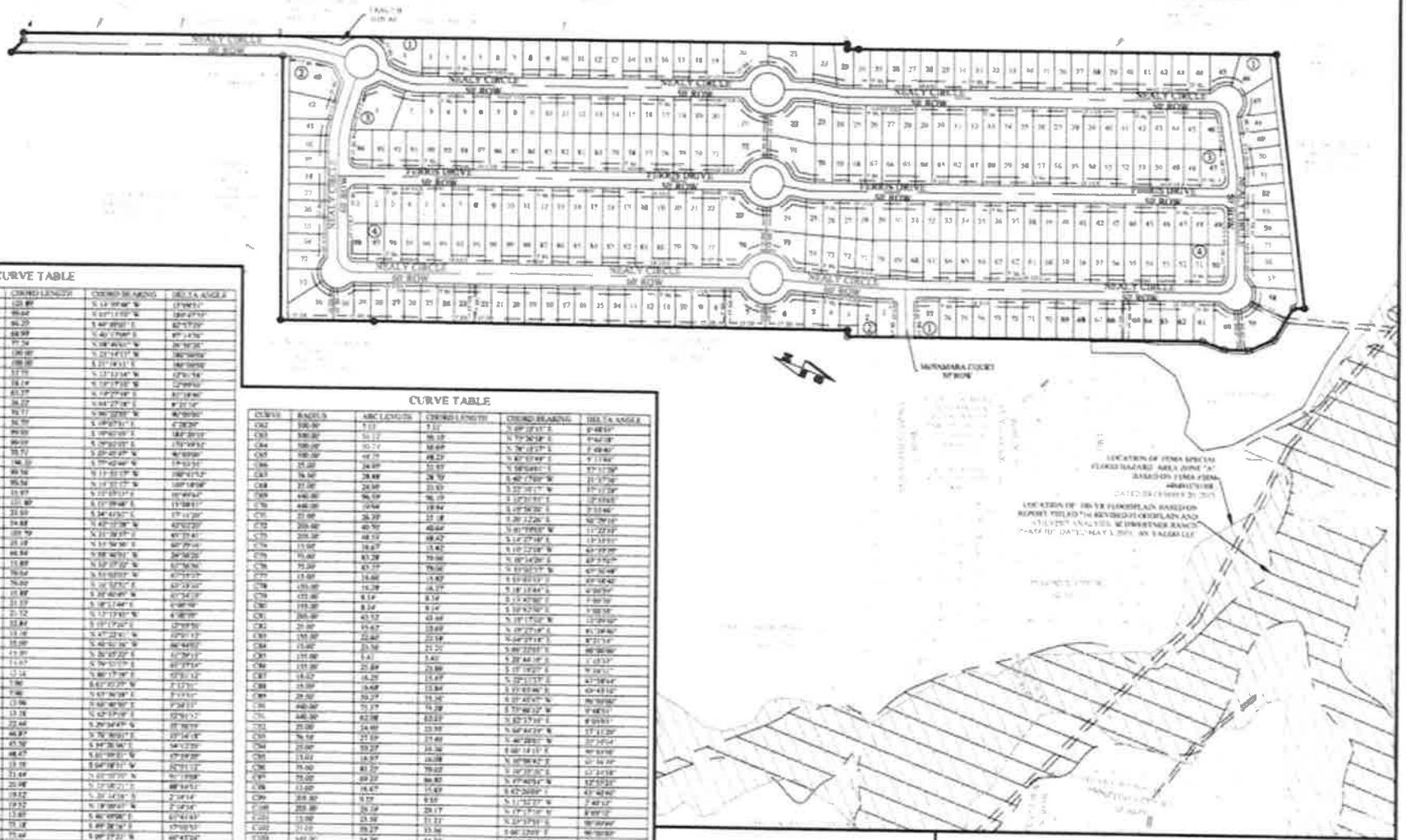
Texas Registered
Engineering Firm F-15264

Texas Registered
Surveying Firm 10186095

SHEET
2
OF
7

Exhibit C
Road Project General Depiction

EXHIBIT C



CURVE TABLE

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	475.00'	129.28'	128.89'	S 14°19'46" W	15°35'51"
C2	80.00'	167.63'	99.64'	S 63°11'03" W	209°47'52"
C3	50.00'	72.39'	66.20'	S 44°49'05" E	82°57'09"
C4	50.00'	70.14'	64.59'	S 40°17'04" E	80°22'06"
C5	100.00'	78.53'	77.24'	S 04°49'05" E	45°00'00"
C6	50.00'	157.08'	100.00'	S 45°10'55" W	180°00'00"
C7	50.00'	157.08'	100.00'	S 45°10'55" W	180°00'00"
C8	100.00'	57.80'	57.01'	S 12°13'46" W	33°07'38"
C9	100.00'	78.27'	76.19'	S 19°12'58" W	44°50'52"
C10	50.00'	71.19'	65.39'	S 18°27'08" E	81°33'46"
C11	100.00'	36.27'	36.07'	S 64°27'28" E	20°46'56"
C12	50.00'	78.54'	70.71'	S 90°10'55" W	90°00'00"
C13	475.00'	36.71'	36.70'	S 49°03'31" E	4°25'29"
C14	50.00'	99.87'	99.93'	S 19°43'49" E	114°27'11"
C15	50.00'	152.28'	99.93'	S 25°02'05" E	174°30'52"
C16	50.00'	78.54'	70.71'	S 89°49'05" W	90°00'00"
C17	475.00'	146.82'	146.22'	S 77°42'44" W	17°42'51"
C18	50.00'	100.42'	85.58'	N 11°51'17" W	114°59'52"
C19	50.00'	149.76'	99.56'	S 18°35'17" W	171°34'08"
C20	100.00'	14.82'	13.97'	S 03°05'51" E	08°29'42"
C21	500.00'	151.19'	150.62'	S 11°39'48" E	17°19'11"
C22	75.00'	34.35'	33.93'	S 34°43'52" E	17°33'20"
C23	76.50'	38.12'	34.88'	S 42°22'28" W	42°42'07"
C24	76.50'	119.96'	107.79'	S 23°28'35" E	89°51'41"
C25	25.00'	26.39'	25.18'	S 33°56'58" W	60°29'01"
C26	175.00'	67.47'	66.84'	S 08°46'01" W	22°05'20"
C27	15.00'	16.75'	15.89'	S 32°10'02" W	63°59'59"
C28	75.00'	83.24'	79.04'	S 53°03'03" E	63°36'25"
C29	75.00'	83.20'	79.00'	S 10°32'52" E	63°33'50"
C30	13.00'	18.75'	17.09'	S 35°40'49" W	82°38'45"
C31	203.00'	23.53'	23.51'	S 38°13'44" E	6°38'39"
C32	203.00'	21.72'	21.72'	S 32°13'03" W	6°08'10"
C33	150.00'	32.91'	32.84'	S 38°17'26" E	12°34'16"
C34	15.00'	13.62'	13.16'	S 47°23'31" W	52°02'13"
C35	50.00'	38.24'	37.30'	S 46°52'26" W	43°48'02"
C36	50.00'	66.68'	61.89'	S 26°45'22" E	76°26'13"
C37	50.00'	13.13'	13.09'	S 79°10'17" E	15°02'54"
C38	13.00'	13.62'	13.16'	S 80°17'39" E	60°01'12"
C39	203.00'	3.96'	3.96'	S 63°30'07" E	1°07'01"
C40	203.00'	7.96'	7.96'	S 65°36'08" E	2°14'51"
C41	203.00'	13.87'	13.86'	S 68°46'07" E	3°54'57"
C42	15.00'	13.62'	13.16'	S 62°23'04" E	52°01'27"
C43	50.00'	22.63'	22.44'	S 29°34'47" S	25°56'18"
C44	50.00'	68.70'	64.87'	S 76°30'01" E	78°43'18"
C45	50.00'	47.77'	45.96'	S 84°26'46" E	54°43'59"
C46	50.00'	25.89'	25.60'	S 40°39'07" E	29°39'58"
C47	15.00'	13.62'	13.16'	S 04°38'31" W	52°01'33"
C48	15.00'	25.89'	22.69'	S 49°39'07" W	98°53'58"
C49	15.00'	23.23'	20.98'	S 32°08'22" E	88°43'51"
C50	100.00'	19.52'	19.52'	S 20°14'06" E	11°11'34"
C51	100.00'	19.52'	19.52'	S 31°25'41" E	11°11'34"
C52	13.91'	14.55'	13.89'	S 40°49'06" E	61°41'43"
C53	76.50'	76.50'	73.38'	S 89°28'36" E	57°18'03"
C54	76.50'	81.19'	77.44'	S 29°27'22" E	60°48'26"
C55	13.50'	14.39'	13.73'	S 29°38'02" E	61°04'06"
C56	15.00'	13.09'	12.70'	S 44°39'06" E	49°59'13"
C57	50.00'	50.44'	48.34'	S 58°32'05" E	57°48'10"
C58	50.00'	34.90'	34.20'	S 25°10'56" E	39°59'13"
C59	50.00'	57.62'	54.53'	S 36°39'01" W	65°59'49"
C60	50.00'	32.10'	31.61'	S 83°26'36" W	36°47'32"
C61	15.00'	12.09'	11.75'	S 84°38'07" W	46°11'57"

CURVE TABLE

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C62	500.00'	5.03'	5.03'	S 09°08'43" E	0°34'33"
C63	500.00'	54.12'	54.10'	S 75°39'28" E	6°12'08"
C64	500.00'	50.74'	50.69'	S 78°18'57" E	5°48'46"
C65	500.00'	44.75'	44.73'	S 82°07'49" E	5°07'46"
C66	25.00'	24.97'	23.93'	S 55°05'05" E	57°13'29"
C67	76.50'	28.88'	28.70'	S 46°27'09" W	21°37'56"
C68	37.00'	24.95'	24.49'	S 23°16'17" W	37°12'29"
C69	440.00'	96.19'	96.00'	S 12°23'55" E	12°31'03"
C70	440.00'	19.94'	19.94'	S 19°39'26" E	2°35'46"
C71	25.00'	26.39'	25.18'	S 20°32'26" E	60°29'01"
C72	200.00'	40.70'	40.64'	S 81°39'58" W	11°39'45"
C73	200.00'	68.19'	68.42'	S 14°27'08" E	19°31'51"
C74	15.00'	16.67'	15.82'	S 19°12'08" W	63°39'39"
C75	75.00'	83.28'	79.04'	S 10°14'08" E	63°36'47"
C76	75.00'	83.19'	79.00'	S 53°03'37" W	63°34'48"
C77	15.00'	16.66'	15.82'	S 53°14'13" E	63°38'42"
C78	150.00'	16.28'	16.27'	S 38°18'44" E	6°13'04"
C79	175.00'	8.14'	8.14'	S 31°43'06" E	2°39'59"
C80	175.00'	8.24'	8.24'	S 33°42'50" E	2°41'58"
C81	200.00'	43.52'	43.44'	S 19°15'50" W	12°28'05"
C82	25.00'	19.67'	19.69'	S 10°27'08" E	45°04'46"
C83	150.00'	22.60'	22.58'	S 04°23'18" E	8°37'54"
C84	15.00'	23.32'	21.22'	S 89°23'03" E	89°05'06"
C85	125.00'	5.81'	5.81'	S 28°48'16" E	2°39'53"
C86	125.00'	23.89'	23.89'	S 35°19'27" E	10°57'11"
C87	15.02'	16.25'	15.47'	S 22°13'13" E	61°58'44"
C88	15.00'	16.68'	15.84'	S 32°03'06" E	63°43'16"
C89	25.00'	39.27'	35.36'	S 57°43'43" W	90°00'00"
C90	440.00'	73.17'	73.08'	S 53°06'32" W	9°31'51"
C91	440.00'	62.08'	62.03'	S 62°37'16" E	8°05'01"
C92	25.00'	24.60'	23.59'	S 66°42'43" W	56°22'20"
C93	76.50'	27.57'	27.42'	S 46°28'01" W	20°39'04"
C94	25.00'	39.27'	35.36'	S 68°16'17" E	90°00'00"
C95	15.00'	16.97'	16.08'	N 69°09'42" E	64°46'49"
C96	75.00'	83.72'	79.62'	S 10°32'05" E	63°57'58"
C97	75.00'	69.22'	66.80'	S 57°40'54" W	52°52'51"
C98	15.00'	16.67'	15.82'	S 62°26'09" E	63°40'42"
C99	200.00'	9.77'	9.77'	S 51°32'27" W	2°48'12"
C100	200.00'	29.29'	29.17'	S 47°17'16" W	8°23'12"
C101	15.00'	23.56'	21.21'	S 23°33'33" E	90°00'00"
C102	25.00'	39.27'	35.36'	S 66°26'27" W	90°00'00"
C103	440.00'	34.36'	34.35'	S 79°57'51" W	4°28'26"
C104	13.50'	14.39'	13.73'	S 16°27'51" W	61°04'06"
C105	76.50'	83.57'	82.70'	S 51°28'56" W	62°36'35"
C106	76.50'	81.77'	77.76'	S 82°47'07" E	61°14'44"
C107	13.50'	14.40'	13.73'	S 61°47'10" E	61°04'59"
C108	50.00'	31.42'	30.90'	S 27°43'47" W	36°00'00"
C109	75.00'	83.76'	79.62'	S 53°31'56" E	63°59'26"
C110	75.00'	83.24'	79.04'	S 10°14'30" E	63°36'25"



OVERALL LAYOUT
SCHWERTNER RANCH PHASE V
BEING PART OF THE G. Schneider Survey, Abstract No. 580
WILLIAMSON COUNTY, TEXAS

REV	DESCRIPTION	DATE	BY
1	ORIGINAL RELEASE	03/30/2022	JM

PROJECT NUMBER: SWSS
CHECKED BY: JAJ
APPROVED BY: KAC
AUTHORIZED BY: WBW
CLIENT NAME: WBW SINGLE DEVELOPMENT GROUP, LLC—SERIES 129
CLIENT LOCATION: GEORGETOWN, TX

PROJECT INFORMATION
TOTAL SIZE: 61.89 ACRES
TOTAL BLOCKS: 4
TOTAL LOTS: 153
TOTAL TRACTS: 1

BENCHMARK
Coffee spindle set at the north margin of Lincoln Wood 113 ± bearing S 30°07'57" W, 2648.56 feet from the most southerly corner of the tract.
Observed GPS coordinates based on Texas State Plane Coordinate System, NAD83 (2011), Texas Central Zone No. 4203
1: 10,000003.77
E: Elevation.ft
2: 4788.52 (NAVD88) Geoid18

OWNER INFORMATION
WBW SINGLE DEVELOPMENT GROUP, LLC—SERIES 129
109 W 2nd STREET, SUITE 201
GEORGETOWN, TX 78626
(254) 953-5353
swsfund@wbwcompanies.com

ENGINEER INFORMATION
KEITH A. CALAWAY
P.E. NO. 102864
YALGO ENGINEERING
109 W 2nd STREET, SUITE 201
GEORGETOWN, TX 78626

SURVEYOR INFORMATION
COREY SWANSON
R.P.L.S. NO. 5987
YALGO ENGINEERING
109 W 2nd STREET, SUITE 201
GEORGETOWN, TX 78626

Yalgo, LLC
109 W 2nd Street, Ste 201
Georgetown, TX 78626
P: (254) 953-5353
F: (254) 953-5057
Texas Registered Engineering Firm F-10286
Texas Registered Surveying Firm 10194095

SHEET 1 OF 5

Commissioners Court - Regular Session **61.**

Meeting Date: 07/30/2024

Ronald Reagan Blvd Seg D2 ASI Contract Amendment #1

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 Ronald Reagan Boulevard Segment D2 contract between Williamson County and American Structurepoint, Inc. relating to the 2023 Road Bond Program. Project: P674 Fund Source: Road Bonds

Background

The ASI Contract Amendment No. 1 amends Article 5 to increase the compensation cap by $1,200,000.00 from $1,600,000.00 to $2,800,000.00, extends the limits of the project by approximately one mile east of Sun City Boulevard to just before SH 195, and adds two new work categories to the Exhibit D Rate Schedule under sub-consultant Garver. This will allow for the execution of Supplemental No. 1 to Work Authorization No. 1 authorizing the design of this additional length of the roadway including a signal at Sun City Boulevard and design of a bridge over Berry Springs. The final submittal dates for design phase services reflect no change.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

ReaganSegD2-ASI-Amendment01

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	07/25/2024 11:50 AM
Form Started By: Marie Walters		Started On: 07/25/2024 11:07 AM
Final Approval Date: 07/25/2024		

DocuSign Envelope ID: C0F79138-BFF9-4CC9-A7F0-95A614D18C99

CONTRACT AMENDMENT NO. 1
TO
WILLIAMSON COUNTY CONTRACT FOR ENGINEERING SERVICES

WILLIAMSON COUNTY ROAD BOND PROJECT: 24RFSQ11 Engineering Services
Ronald Reagan Segment D2 ("Project")

THIS CONTRACT AMENDMENT NO. 1 to Williamson County Contract for Engineering Services is by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and _American Structurepoint, Inc._ (the "Engineer") and becomes effective as of the date of the last party's execution below.

WHEREAS, the County and the Engineer executed the Williamson County Contract for Engineering Services dated effective March 19, 2024 (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 $1,600,000.00; and,

WHEREAS, the Rate Schedule in Exhibit D of the Contract are limited to the rates noted in said Exhibit D; and,

WHEREAS, it has become necessary to amend the Contract.

AGREEMENT

NOW, THEREFORE, premises considered, the County and the Engineer agree that the Contract is amended as follows:

I. The Compensation Cap under Article 5 of the Contract is hereby increased from $ 1,600,000.00 to $2,800,000.00, reflecting a total increase of $1,200,000.00.

II. The hourly Rates in the original Exhibit D of the Contract are hereby amended as shown in the attached revised Exhibit D (must be attached).

III. The limits of the roadway in the original Exhibit B of the Contract are hereby amended to extend east of Sun City Boulevard to 0.4 miles west of SH 195.

All other terms of the Contract are unchanged and will remain in full force and effect.

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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: DocuSigned by: Benjamin W. Borcherding DEEB909A5C25424... _____
Signature

Benjamin W. Borcherding
Printed Name

Chief Operating Officer
Title

6/28/2024
Date

COUNTY:

By: _____
Signature

_____
Printed Name

_____
Title

_____
Date

APPROVED
By Christen Eschberger at 12:57 pm, Jul 24, 2024

DocuSign Envelope ID: C0F79138-BFF9-4CC9-A7F0-95A614D18C99

EXHIBIT D

RATE SCHEDULE

CPI Rate Adjustments: Rates shall remain firm for the initial first year of the Contract and such rates shall be deemed the "Initial Base Rates." Engineer may request rate adjustments, in writing, at least thirty (30) days prior to each annual anniversary date of the Contract. Upon County's receipt of a rate adjustment request, County will prepare a Contract Amendment setting forth the CPI rate adjustments and will provide such Contract Amendment to Engineer for its execution. Rate adjustments will take effect on the later of (1) one year after the Contract execution date or (2) the first (1st) day following the parties' complete execution of a Contract Amendment. Such rates shall remain in effect until the later of (1) the next annual anniversary date of the Contract; or (2) the date of the parties' complete execution of a new Contract Amendment that set forth adjustments to the prior rates. Any new rate adjustments will not become effective until a Contract Amendment is fully executed by the parties and no retroactive rate adjustments will be allowed.

Price adjustments will be made in accordance with changes in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, South Region (Base 1982-84 = 100).

The rate adjustment will be determined by multiplying the Initial Base Rates by a fraction, the numerator of which is the index number for most recently released index and the denominator of which is the index number for the first month of the Contract (the index number for the month in which the Agreement was originally executed). If the products are greater than the Initial Base Rates, County will pay the greater amounts as the rates during the successive year until the next rate adjustment. Rates for each successive year will never be less than the Initial Base Rates.

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American Structurepoint Ronald Reagan Segment D2	
	RATE SCHEDULE IN PSA EXHIBIT D (per hour)
Senior Project Manager	$ 315.00
Sr. QC Reviewer	$ 305.00
Senior Project Engineer	$ 260.00
Project Engineer	$ 200.00
Design Engineer	$ 155.00
EIT	$ 135.00
Senior Technician	$ 190.00
Technician	$ 130.00
Sr. Structural Engineer	$ 290.00
Structural Engineer	$ 250.00
Sr. Drainage Engineer	$ 305.00
Draiange Engineer	$ 200.00
Sr. Traffic Engineer	$ 290.00
Traffic Engineer	$ 190.00

DocuSign Envelope ID: C0F79138-BFF9-4CC9-A7F0-95A614D18C99

SWCA Environmental Consultants Ronald Reagan Segment D2	RD JNCT LOC
	RATE SCHEDULE IN PSA EXHIBIT D (per hour)
Subject Matter Expert IV	$ 293.00
Subject Matter Expert III	$ 268.00
Subject Matter Expert II	$ 242.00
Subject Matter Expert I	$ 230.00
Specialist XII	$ 226.00
Specialist XI	$ 207.00
Specialist X	$ 189.00
Specialist IX	$ 169.00
Specialist VIII	$ 158.00
Specialist VII	$ 147.00
Specialist VI	$ 137.00
Specialist V	$ 123.00
Specialist IV	$ 114.00
Specialist III	$ 104.00
Specialist II	$ 91.00
Specialist I	$ 77.00

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SAM Ronald Reagan Segment D2		
	RATE SCHEDULE IN PSA EXHIBIT D (per hour)	
SURVEY OFFICE PERSONNEL RATES:		
Principal/Department Manager	300.00	
Senior Project Manager	250.00	
Project Manager	205.00	
Staff Surveyor	190.00	
Phase Manager	170.00	
Project Coordinator	150.00	
Senior Survey Technician	135.00	
Survey Technician	120.00	
Project Specialist	125.00	
Administration / Clerical Support	105.00	
SURVEY FIELD CREW RATES:		
One (1) Person Survey Field Crew	135.00	
Two (2) Person Survey Field Crew	185.00	
Three (3) Person Survey Field Crew	260.00	
Field Coordinator	140.00	
Field Ops Manager	195.00	
Additional Rodperson, Chainperson or Flagperson	80.00	
GEOSPATIAL OFFICE PERSONNEL RATES:		
Director/Operations Manager	360.00	
Senior Project Manager	275.00	
Acquisition Manager	240.00	
Project Manager	210.00	
Aircraft Pilot	205.00	
Two (2) Person UAS Crew – Unmanned Pilot & Observer	235.00	
Three (3) Person UAS Crew – Unmanned Pilot & 2 Observers	365.00	
Photogrammetrist / Project Lead /sensor operator (Tech3)	135.00	
Acquisition / Calibration / Aerial Triangulation Technician (Tech2)	120.00	
LiDAR / Photogrammetry Technician (Tech1)	105.00	
SURVEY EQUIPMENT RATES:		
GPS Receiver	10.00	
ATV	25.00	
SX-10	35.00	
Digital Level	5.00	
Aluminum Boat	15.00	
VM810 Survey	5.75	
RD8100 Survey	11.25	
SPAR 300 Kit	5.00	
Weather Station	6.00	
Tier 1 HDS Scanner (BLK360 & Faro)	33.00	
Robotic Total Station S-7	20.00	
Robotic Total Station S-9	20.00	
GEOSPATIAL EQUIPMENT RATES:		
Riegl VQ 1560I or 1560II LiDAR System	1300.00	hr
Riegl VQ 480II or 780I LiDAR System	10000.00	hr
Mobile Mapping System, includes 360° Camera System (Equipment Only)	1000.00	hr
Mobile Mapping Equipment Stand-by Fee (Equipment Only)	200.00	hr
HDS Laser Scanner	100.00	hr
High Rail Equipped Vehicle	10.00	hr
Oblique HD Camera System	30.00	hr
Video Camera System – Manned Aircraft	5.00	hr
360° Camera System – Terrestrial or Marine Stand Alone	100.00	hr
Helicopter (Turbine Engine Powered)	1450.00	hr
Helicopter (Reciprocal Engine Powered)	850.00	hr
Fixed Wing Twin Engine piston	1300.00	hr
Fixed Wing Single Engine (piston)	750.00	hr

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Fixed wing single engine turbine	1400.00	hr
M600 or equivalent multirotor Unmanned Aerial System	750.00	hr
GPS Receiver (Unmanned)	10.00	hr
Geospatial Work Station	15.00	hr
Digital Imagery Processing	32.00	ea
Aerial Photography Flight Crew (Fixed Wing Aircraft)	205.00	hr
LiDAR Flight Crew Fixed Wing Aircraft (Includes Pilot and LiDAR Operator)	120.00	hr
Helicopter Flight Crew (Includes Pilot and LiDAR Operator)	325.00	hr
AP Transit Miles	12.00	mile
AP Project Flight Miles	32.00	mile
AP ABGPS Processing	3000.00	project
FWAL Transit Miles	12.00	mile
FWAL Project Flight Miles	32.00	mile
B&W Processing (film, development, scanning)	10.00	ea
CIR Processing (film, development, scanning)	10.00	ea
Color Processing (Film, development, scanning)	15.00	ea
Digital Image Processing	27.00	ea
DIRECT EXPENSES		
Primary Control Monuments	90.00	ea
Ground Target	20.00	ea

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GARVER, LLC Ronald Reagan D2	
	RATE SCHEDULE IN PSA EXHIBIT D (per hour)
Sr. Project Manager	$ 333.00
Project Manager	$ 283.00
Sr. QC Reviewer	$ 279.00
Senior Project Engineer	$ 317.00
Project Engineer	$ 257.00
Civil Engineer	$ 212.00
Design Engineer	$ 181.00
Senior EIT	$ 150.00
EIT	$ 136.00
Senior GIS Technician	$ 188.00
Sr Engineer Technician	$ 188.00
Sr. CADD Operator	$ 145.00
CADD Operator	$ 119.00
Senior Env Project Manager	$ 331.00
Senior Env Planner	$ 258.00
Senior Env Scientist	$ 258.00
Env Scientist	$ 175.00
Admin/Clerical	$ 100.00
Sr. Structural Engineer	$ 317.00
Structural Engineer	$ 257.00
Sr. Drainage Engineer	$ 317.00
Sr. Traffic Engineer	$ 317.00
Traffic Engineer	$ 257.00

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Hardesty & Hanover, LLC (H&H) Ronald Reagan Segment D2	
LABOR CATEGORY	**RATE SCHEDULE IN PSA EXHIBIT D (per hour)**
Project Principal	$ 335.00
Senior Technical Advisor	$ 300.00
Sr Project Manager	$ 260.00
Sr Structural QA/QC Manager	$ 255.00
Sr Structural Engineer	$ 250.00
Sr Drainage Engineer	$ 245.00
Sr Roadway Engineer	$ 245.00
Project Manager	$ 200.00
Structural Engineer	$ 165.00
Project Engineer	$ 140.00
Design Engineer	$ 135.00
Structural Designer (EIT)	$ 125.00
EIT	$ 110.00
Sr Engineer Technician	$ 150.00
Senior CAD Technician	$ 105.00
CAD Technician	$ 95.00
Admin/Clerical	$ 90.00

prepared 2/14/2024

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RABA KISTNER Ronald Reagan Segment D2	
Position	**Rate ($/hr)**
Project Manager	$ 204.10
Sr. QC Reviewer	$ 255.00
Senior Project Engineer	$ 233.58
Project Engineer	$ 159.12
Design Engineer	$ 182.03
EIT	$ 146.07
Geotechnical Logger	$ 119.02
Senior Geotech Technician	$ 91.80
Geotech Technician	$ 77.22
Geotech Laboratory Technician	$ 82.74
Geologist	$ 154.02
Senior GIS Technician	$ 110.16
CADD Technician	$ 104.81
Administrative Coordinator	$ 71.40
DIRECT EXPENSES	
FIELD OPERATIONS	
Mobilization of drill rig	$ 600.00 each
Logger Truck	$ 68.01 per day
3 in. Thin wall Shelby Tube sampling	$ 24.40 per ft
Hollow Stem Drilling	$ 30.89 per ft
NX Rock Coring (shale)	$ 40.31 per ft
NX Rock Coring (limestone)	$ 53.04 per ft
Standard Penetration Testing (SPT)	$ 29.92 per test
TCP with intermittent sampling	$ 32.88 per test
Bentonite Backfill	$ 7.00 per ft
Standard Pavement Coring	$ 93.05 each
Concrete/AC patch	$ 79.38 each
Standby (setup time and cleanup)	$ 284.29 per hr
LABORATORY TESTING	
Atterberg Limits	$ 125.84 each
Moisture Content	$ 16.65 each
Sieve Analysis (passing No. 200)	$ 70.75 each
Sieve Analysis (passing No. 4, 40, 200)	$ 120.04 each
Sulfate Testing	$ 125.12 each
Unconfined Compression (Soil)	$ 60.06 each
Unconfined Compression (Rock)	$ 75.46 each
Direct Shear	$ 650.18 each
Consolidated Undrained (CU) Triaxial Comp Test	$ 1,925 each
Lime Series (Tex-121-E Part III)	$ 452.33 each
Moisture Denisty Relationship (TEX-114-E)	$ 350.45 each
California Bearing Ratio (ASTM D 1833) includes moisture-density relationship test and 3 test specimens	$1011.05 each
Each additional speciman	$220.20 each
Texas Triaxial Compression (TEX-117-E)	$ 2,200 each

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Doucet and Associates Ronald Reagan Segment D2	
	RATE SCHEDULE IN PSA EXHIBIT D (per hour)
Principal Engineer (PE)	$ 295.00
Senior Project Manager	$ 275.00
Project Manager	$ 230.00
Senior Project Engineer (PE)	$ 215.00
Project Engineer III	$ 195.00
Project Engineer II	$ 185.00
Project Engineer I	$ 170.00
Engineer Associate III	$ 160.00
Engineer Associate II	$ 150.00
Engineer Associate I	$ 135.00
Sr. Construction Manager	$ 180.00
Sr. Construction Inspector	$ 170.00
Construction Manager	$ 125.00
Construction Inspector	$ 115.00
Sr. Civil Technician	$ 165.00
Civil Technician	$ 145.00
Assistant Civil Technician	$ 130.00
Senior Planner (AICP)	$ 210.00
Project Planner	$ 160.00
Project Technical Lead	$ 165.00
Staff Planner	$ 140.00
Planning Technician	$ 120.00
Project Coordinator	$ 135.00
Sr. Operations Assistant	$ 120.00
Engineering Intern	$ 90.00
Operations Assistant	$ 85.00
Principal Surveyor (RPLS)	$ 290.00
Project Manager (RPLS)	$ 245.00
Project Surveyor	$ 165.00
Survey Specialist	$ 150.00
Survey Technician	$ 125.00
GIS Specialist	$ 155.00
GIS Technician	$ 125.00
LiDAR Specialist	$ 150.00
LiDAR Technician	$ 120.00
Aerial Mapping Specialist	$ 150.00
Aerial Mapping Technician	$ 120.00
Utility Specialist	$ 145.00

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Utility Technician	$ 115.00
Field Coordinator	$ 165.00
Field Specialist	$ 130.00
Crew of 1	$ 130.00
Crew of 2	$ 170.00
Crew of 3	$ 230.00
Environmental Project Manager	$ 200.00
Environmental Specialist	$ 145.00
Environmental Technician	$ 120.00
Project Archaeologist	$ 165.00
DIRECT EXPENSES	
LiDAR Scanner	$120.00
Drone	$675.00
Ground Targets	$35/ea.
Concrete Monuments	$290/ea.
ATV/Boat	$185/day
Hydrographic Sonar Equipment	$500/day

Commissioners Court - Regular Session **62.**

Meeting Date: 07/30/2024

CR 313 Resolution for Condemnation

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a resolution determining the necessity and authorizing the use of eminent domain to condemn (0.603 acres) required for the construction of CR 313. (Brandi Ritchie and John Frederick Schimanski, Jr./ Parcel 3) Funding Source: Road & Bridge P457

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Resolution

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	07/25/2024 11:48 AM
Form Started By: Charlie Crossfield		Started On: 07/24/2024 05:00 PM
Final Approval Date: 07/25/2024		

IN THE COMMISSIONERS' COURT
OF WILLIAMSON COUNTY, TEXAS

RESOLUTION

WHEREAS, the Commissioners' Court of Williamson County, Texas, has found and determined that in order to promote the public safety, to facilitate the safety and movement of traffic, and to preserve the financial investment of the public in its roadways, public necessity requires acquisition of fee simple title to that certain tract of land being 0.603 acres (Parcel 3) legally described in Exhibit "A" and owned by **BRANDI RITCHIE AND JOHN FREDERICK SCHIMANSKI, JR.,** for the purpose of constructing, reconstructing, maintaining, and operating the CR 313 roadway improvements ("Project"), excluding all the oil, gas, and sulphur which can be removed from beneath said real property, without any right whatever remaining to the owner of such oil, gas, and sulphur of ingress to or egress from the surface of said real property for the purpose of exploring, developing, or mining of the same, as a part of the improvements to the Project, at such locations as are necessary and that such constructing, reconstructing, maintaining, and operating shall extend across and upon, and will cross, run through, and be upon the hereinafter described real properties; and

WHEREAS, the Commissioners' Court of Williamson County, Texas, has, through agents employed by the said office, entered into bona fide good faith negotiations with the owners of the hereinafter described properties and has failed to agree with the owners on the compensation and damages, if any, due to said owners. Now, therefore, the Commissioners' Court of Williamson County, Texas is authorizing the use of its power of eminent domain to condemn property.

BE IT RESOLVED BY THE COMMISSIONERS' COURT OF THE COUNTY OF WILLIAMSON, that the County Attorney or his designated agent be and he is hereby authorized and directed to file or cause to be filed against the owners of any interest in, and the holders of any lien secured by, the following described tracts of land, described in Exhibit "A" attached hereto, a suit in eminent domain to acquire the property interests for the aforesaid purposes; and

It is the intent of the Commissioners' Court that this resolution authorizes the condemnation of all property interests required to complete the construction and maintenance of the Project and associated public purposes. If it is later determined that there are any errors in the descriptions contained herein or if later surveys contain more accurate revised descriptions, the County Attorney is authorized to have such errors corrected or revisions made without the necessity of obtaining a new resolution of the Commissioners' Court authorizing the condemnation of the corrected or revised Property.

BE IT FURTHER RESOLVED that the County Attorney or his designated agent be and he is hereby authorized and directed to incur such expenses and to employ such experts as he shall deem necessary to assist in the prosecution of such suit in eminent domain, including, but not limited to, appraisers, engineers, and land use planners or other required expert consultants.

Adopted this _____.

_____
Bill Gravell, Jr.
Williamson County Judge

Exhibit "A"

County: Williamson
Parcel No.: 3
Tax ID: R493724
County Road: 313 East of County Road 332 Jarrell

METES AND BOUNDS DESCRIPTION

FOR A 0.603 ACRE (26,257 SQ. FT.) TRACT OF LAND SITUATED IN THE G. SCHNEIDER SURVEY, ABSTRACT NO. 579 AND THE G. SCHNEIDER SURVEY, ABSTRACT NO. 580, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF THE CALLED 5.28 ACRE TRACT OF LAND CONVEYED TO BRANDI RITCHIE AND JOHN FREDRICK SCHIMANSKI JR, WIFE AND HUSBAND, RECORDED IN DOCUMENT NO. 2020121288 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. SAID 0.603 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron rod found (Grid Coordinates: N=10268800.04, E=3160412.04) monumenting the southeast corner of said 5.28 acre Ritchie and Schimanski tract and the most southerly southwest corner of the called 6.31 acre tract of land conveyed to Raymond James Trust, N.A., Corporate Trustee of the Alexander Warden Self-Settled Special Needs Trust, recorded in Document No. 2018023919 of the Official Public Records of Williamson County, Texas, same being on the north right-of-way line of County Road 313 (variable width right-of-way), for the southeast corner and **POINT OF BEGINNING** hereof;

THENCE, **S 67°47’37” W** with the south boundary line of said 5.28 acre Ritchie and Schimanski tract and said north right-of-way line of County Road 313, for a distance of **528.15 feet** to an iron rod found with cap marked “FOREST RPLS 1847” monumenting the southwest corner of said 5.28 acre Ritchie and Schimanski tract and the southeast corner of the called 5.29 acre tract of land conveyed to Michael J. Madding, recorded in Document No. 2016004904 of the Official Public Records of Williamson County, Texas, for the southwest corner hereof;

THENCE, **N 21°24’02” W** with the west boundary line of said 5.28 acre Ritchie and Schimanski tract and the east boundary line of said 5.29 acre Madding tract, for a distance of **49.55 feet** to a 5/8” iron rod set with aluminum cap marked “WILLIAMSON COUNTY” for the northwest corner hereof, from which an iron rod found with cap marked “FOREST RPLS 1847” monumenting the northwest corner of said 5.29 acre Madding tract and the most southerly southwest corner of the called 5.35 acre tract of land conveyed to Daniel Rangel and Anna C. Rangel, recorded in Document No. 2020128146 of the Official Public Records of Williamson County, Texas, same being on the east boundary line of the called 5.515 acre tract of land conveyed to ATX 313 Pro, LLC, recorded in Document No. 2022134963 of the Official Public Records of Williamson County, Texas, bears N 21°24’02” W for a distance of 386.37 feet and S 67°48’13” W for a distance of 531.62 feet;

County: Williamson
Parcel No.: 3
Tax ID: R493724
County Road: 313 East of County Road 332 Jarrell

THENCE, **N 67°45'23" E** through the interior of said 5.28 acre Ritchie and Schimanski tract, for a distance of **528.17 feet** to a 5/8" iron rod set with aluminum cap marked "WILLIAMSON COUNTY" on the east boundary line of said 5.28 acre Ritchie and Schimanski tract and the lower west boundary line of said 6.31 acre Raymond James Trust, N.A., Corporate Trustee of the Alexander Warden Self-Settled Special Needs Trust tract, for the northeast corner hereof, from which a 1/2" iron rod found monumenting the northeast corner of said 5.28 acre Ritche and Schimanski tract and an interior ell corner of the said 6.31 acre Raymond James Trust, N.A., Corporate Trustee of the Alexander Warden Self-Settled Special Needs Trust tract, bears N 21°23'13" W for a distance of 385.94 feet;

THENCE, **S 21°23'13" E** with said east boundary line of the 5.28 acre Ritchie and Schimanski tract and said lower west boundary line of the 6.31 acre Raymond James Trust, N.A., Corporate Trustee of the Alexander Warden Self-Settled Special Needs Trust tract, for a distance of **49.89 feet** to the **POINT OF BEGINNING** hereof and containing 0.603 acre of land more or less.

Bearing Basis: NAD-83, Texas Central Zone (4203) State Plane System. Distances shown hereon are surface based on a combined surface adjustment factor or 1.00015. Coordinates shown hereon are grid.

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

February 7, 2024

SHANE SHAFER, R.P.L.S. NO. 5281 DATE



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DRAWING TO ACCOMPANY A METES AND BOUNDS DESCRIPTION FOR A 0.603 ACRE (26,257 SQ. FT.) TRACT OF LAND SITUATED IN THE G. SCHNEIDER SURVEY, ABSTRACT NO. 579 AND THE G. SCHNEIDER SURVEY, ABSTRACT NO. 580, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF THE CALLED 5.28 ACRE TRACT OF LAND CONVEYED TO BRANDI RITCHIE AND JOHN FREDRICK SCHIMANSKI JR, WIFE AND HUSBAND, RECORDED IN DOCUMENT NO. 2020121288 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS

PROPERTY ADDRESS: 2115 CR 313, JARRELL, TX 76537

DANIEL RANGEL AND
ANNA C. RANGEL
CALLED 5.35 AC.
DOC. NO. 2020128146

RAYMOND JAMES TRUST, N.A., CORPORATE TRUSTEE OF THE
ALEXANDER WARDEN SELF-SETTLED SPECIAL NEEDS TRUST
CALLED 6.31 AC.
DOC. NO. 2018023919

N67°48'13"E 528.26'

1/2"

W/CAP
"FOREST RPLS
1847"

L3

N21°24'02"W 386.37'

MICHAEL J. MADDING
CALLED 5.29 AC.
DOC. NO. 2016004904

SCALE: 1"= 60'

BRANDI RITCHIE AND
JOHN FREDRICK SCHIMANSKI JR,
WIFE AND HUSBAND
CALLED 5.28 AC.
DOC. NO. 2020121288

WILLIAMSON CENTRAL
APPRAISAL DISTRICT (WCAD)
PROPERTY ID: R493724

N21°23'13"W 385.94'

G. SCHNEIDER SURVEY
ABSTRACT NO. 579

STONE
ADDRESS SIGN

N67°45'23"E 528.17'

PROPOSED R.O.W.

APPROXIMATE SURVEY LINE

PARCEL 3
0.603 AC.

GRID COORDINATES:
N=10268800.04
E=3160412.04
P.O.B.

BILLBOARD

L2

1/2"

L1

W/CAP
"FOREST
RPLS 1847"

G. SCHNEIDER SURVEY
ABSTRACT NO. 580

S67°47'37"W EXISTING R.O.W. 528.15'

RP

36"CMP

COUNTY ROAD 313

ASPHALT ROADWAY

E1 E2 E3

CDS

6MR

WVC

1.001 AC.
R.O.W. DEDICATION
DOC. NO. 2021142268

EXISTING R.O.W.

10' P.U.E.

LA
0.09' NORTH

30" CMP

FINAL PLAT
RIO LOBO PHASE 2
DOC. NO. 2021142268

BLOCK A

43
OPEN SPACE/DRAINAGE

13 14 15 16 17 18 19 20 21 22

CR 313 PARCEL 3 SHEET 1 OF 4

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
(512) 931-3100
T.B.P.E.L.S. FIRM NO. 10006900

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PROPERTY ADDRESS: 2115 CR 313, JARRELL, TX 76537

LEGEND

●	IRON ROD FOUND
● LA	IRON ROD FOUND WITH CAP MARKED "LENZ & ASSOCIATES AUSTIN, TEXAS"
⊙	5/8" IRON ROD SET WITH ALUMINUM CAP MARKED "WILLIAMSON COUNTY"
●PP	POWER POLE
⟵	DOWN GUY
■EM	ELECTRIC METER
●BB	BROADBAND BOX
●TPED	TELEPHONE PEDESTAL
●WV	WATER VALVE
●WVC	WATER VALVE ON CONCRETE
■WM	WATER METER
●ICV	IRRIGATION CONTROL VALVE
●6MR	6" METAL RISER
●2PVC	2"PVC RISER
⊸ RP	REFLECTOR POST
—— X —— X ——	WIRE FENCE (WF)
	PRECAST CONCRETE FENCE (PCF)
	EDGE OF PAVEMENT
—— OU —— OU ——	OVERHEAD UTILITY LINE
	RIGHT-OF-WAY DEDICATION LINE
	EXISTING RIGHT-OF-WAY LINE
	EASEMENT LINE
	ADJOINING BOUNDARY LINES
	SUBDIVISION LOT LINES
	SUBJECT TRACT BOUNDARY
	METAL FENCE (MF)

MG	METAL GATE
SC	STONE COLUMN
CONC	CONCRETE
CDS	CONCRETE DRAINAGE STRUCTURE
CMP	CORRUGATED METAL PIPE
P.U.E.	PUBLIC UTILITY EASEMENT
R.O.W.	RIGHT-OF-WAY
P.O.B.	POINT OF BEGINNING

EASEMENT INFORMATION

(E1) JARRELL SCHWERTNER WSC
APPARENT LOCATION OF
10' WIDE RIGHT OF WAY EASEMENT
VOL. 586, PG. 288

(E2) JARRELL SCHWERTNER WSC
APPARENT LOCATION OF
15' WIDE RIGHT OF WAY EASEMENT
VOL. 601, PG. 272

(E3) LONE STAR REGIONAL WATER AUTHORITY AND SONTERRA MUNICIPAL UTILITY DISTRICT
WATER LINE EASEMENT
CALLED 1.925 AC.
DOC. NO. 2020089500

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N21°24'02"W	49.55'
L2	S21°23'13"E	49.89'
L3	S67°48'13"W	531.62'

DIAMOND SURVEYING, INC.
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PROPERTY ADDRESS: 2115 CR 313, JARRELL, TX 76537

TITLE COMMITMENT NOTES:

Only those easements and restrictions listed in Schedule B of Texan Title Insurance Company, Commitment for Title Insurance (T-7) GF No. GT2402426, which bears an Effective Date January 8, 2024 and an Issued Date of January 19, 2024 were reviewed by the Surveyor. No other easement record research was performed by Diamond Surveying, Inc.

10a. Easement dated November 4, 1927, executed by Carrie McDonald et al to Texas Power & Light Company, recorded in Volume 235, Page 70, Deed Records, Williamson County, Texas. Not a part of the subject tract.

10b. Lease for coal, lignite, oil, gas or other minerals, together with rights incident thereto, dated April 4, 1980, by and between R. F. Goode and Claudia E. Goode, as Lessor and W. L. McGinnis, as Lessee, recorded on October 6, 1980, in Volume 811, Page 638, Deed Records, Williamson County, Texas. Not a survey matter

10c. Coal, lignite, oil, gas or other mineral interest(s), together with rights incident thereto, contained in instrument dated December 11, 1992 and recorded on December 14, 1992 in Volume 2230, Page 724, Official Records, Williamson County, Texas, which document contains the following language: "a reservation of an undivided 1/2 interest in and to all oil, gas and other minerals in and under or hereafter produced from the above-described land". Not a survey matter.

10d. Electric Utility Easement dated February 8, 1993, executed by Roger Vogt to Bartlett Electric Cooperative, Inc., recorded in Volume 2309, Page 180, Official Records, Williamson County, Texas. The subject tract is a part of the 100 acre tract of land described in said instrument. Unable to determine the exact location of said easement, due to a vague description. Said document states: "The width of the easement shall be twenty (20) feet, one-half (1/2) of such distance to either side of the Cooperative's lines, as they are or will be constructed on Grantor's hereinbefore described property. In instances where the Cooperative's poles, guy wires, anchor structures or other facilities (other than lines) are not located in the mid-point of the easement, then in such instances the easement width shall include a distance of ten (10) feet from and around any such pole, guy wire, anchor structure of other facility."

10e. Electric Utility Easement dated August 31, 2004, executed by Dona Ann Vogt to Bartlett Electric Cooperative, Inc., recorded under Document No. 2006016066, Official Public Records, Williamson County, Texas. The Subject Tract is a part of the 10.57 acre tract of land described in said instrument. Unable to determine the exact location of said easement due to a vague description. Said instrument states: "The width of the easement shall be twenty (20) feet, one-half (1/2) of such distance on either side of the Cooperative's lines, as they are or will be constructed on the Property. In instances where the Cooperative's poles, guy wires, anchor structures or other facilities (other than lines) are not located in the mid-point of the easement, then in such instances the easement width shall include a distance of ten (10) feet from and around any such pole, guy wire, anchor structure or other facility."

10f. Easement dated August 29, 2007, executed by Jason Schwertner and Jennifer Schwertner to Bartlett Electric Cooperative, Inc., recorded under Document No. 2008045579, Official Public Records, Williamson County, Texas. The Subject Tract is a part of the 5.28 acre tract of land described in said instrument. Unable to determine the exact location of said easement due to a vague description. Said instrument states: "The width of the easement shall be twenty (20) feet, one-half (1/2) of such distance on either side of the Cooperative's lines, as they are or will be constructed on the Property. In instances where the Cooperative's poles, guy wires, anchor structures or other facilities (other than lines) are not located in the mid-point of the easement, then in such instances the easement width shall include a distance of ten (10) feet from and around any such pole, guy wire, anchor structure or other facility."

DIAMOND SURVEYING, INC.
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(512) 931-3100
T.B.P.E.L.S. FIRM NO. 10006900

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PROPERTY ADDRESS: 2115 CR 313, JARRELL, TX 76537

NOTES:

1) BEARING BASIS: NAD-83, TEXAS CENTRAL ZONE (4203) STATE PLANE SYSTEM. DISTANCES SHOWN HEREON ARE SURFACE DISTANCES BASED ON A COMBINED SURFACE ADJUSTMENT FACTOR OF 1.00015. COORDINATES SHOWN HEREON ARE GRID.

2) ALL DOCUMENTS LISTED HEREON ARE RECORDED IN THE OFFICE OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

3) THE TRACT SHOWN HEREON LIES WITH IN ZONE 'X' (NO SCREEN) AREAS OF MINIMAL FLOOD HAZARD, ACCORDING TO THE FLOOD INSURANCE RATE MAP NO. 48491C0150F, FOR WILLIAMSON COUNTY, TEXAS, WITH AN EFFECTIVE DATE OF DECEMBER 20, 2019.

To: Williamson County, Texas, Texan Title Insurance Company, and Longhorn Title Company, LLC exclusively.

I, Shane Shafer, Registered Professional Land Surveyor in the State of Texas, hereby certify that this drawing represents a survey made on the ground under my direct supervision completed on February 7, 2024. At the time of this survey there were no encroachments, conflicts or protrusions apparent on the ground, EXCEPT AS SHOWN. This survey substantially complies with the standards for a CATEGORY 1A, CONDITION III LAND TITLE SURVEY per the current Manual of Practice for Land Surveying in the State of Texas, issued by the Texas Society of Professional Surveyors. USE OF THIS SURVEY BY OTHER PARTIES SHALL BE AT THEIR OWN RISK AND UNDERSIGNED SURVEYOR IS NOT RESPONSIBLE FOR ANY LOSS RESULTING THEREFROM.

STATE OF TEXAS
REGISTERED
SHANE SHAFER
5281
PROFESSIONAL
LAND SURVEYOR

February 7, 2024
SHANE SHAFER, R.P.L.S. NO. 5281 DATE

CR 313 PARCEL 3 SHEET 4 OF 4

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
(512) 931-3100
T.B.P.E.L.S. FIRM NO. 10006900

Meeting Date: 07/30/2024

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 the 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 CR 143
c) Discuss the acquisition of real property for County Facilities.
d) Discuss the acquisition of real property for CR 255.
e) Discuss the acquisition of real property for SH 195 @ Ronald Reagan.
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 E. Wilco Highway.
i) Discuss the acquisition of right-of-way for Corridor A.
j) Discuss the acquisition of right-of-way for Corridor B
k) Discuss the acquisition of right-of-way for Corridor C.
l) Discuss the acquisition of right-of-way for Corridor D.
m) Discuss the acquisition of right-of-way for Corridor E.
n) Discuss the acquisition of right-of-way for Corridor F
o) Discuss the acquisition of right-of-way for Corridor H
p) Discuss the acquisition of right of way for Corridor J.
q) Discuss the acquisition of right of way for Corridor K.
r) Discuss the acquisition of right of way for Corridor I.
s) Discuss the acquisition of right-of-way for Ronald Reagan Widening.
t) Discuss the acquisition of right-of-way for CR 313.
u) Discuss the acquisition of right of way for Bagdad Road/CR 279.
v) Discuss the acquisition of right of way for CR 314.
w) Discuss the acquisition of real property for the Seward Junction Loop
x) Discuss the acquisition of real property for CR 110N
y) Discuss acquisition of real property located near 6531 RM 2243, Leander, Texas
z) Discuss the acquisition of real property for the Long Range Transportation Plan.

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

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	07/25/2024 11:48 AM
Form Started By: Charlie Crossfield		Started On: 07/24/2024 05:03 PM
Final Approval Date: 07/25/2024		

Commissioners Court - Regular Session **64.**

Meeting Date: 07/30/2024

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 Skyfall
b) Project Soul Train
c) Project School Bus
d) Project Lunch Lady

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

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